



## SANDOWN TOWN COUNCIL – MEETING MINUTES – 6 FEBRUARY 2023

Minutes of the Meeting of Sandown Town Council held on **MONDAY, 6 FEBRUARY 2023** at The Broadway Centre, 1 Broadway, Sandown, Isle of Wight PO36 9GG.

**Present:** Paddy Lightfoot (Mayor), Alex Lightfoot (Deputy Mayor), Debbie Andre, Frank Baldry, Sue Betts, Emily Brothers, Ian Fletcher, Jenny Hicks, Robert May, Ian Ward, Toby Wilcock.

**Also Present:** Richard Priest (Clerk), Jennifer Armstrong (RFO), PA to Emily Brothers and 18 members of the public and press.

### **PUBLIC QUESTIONS:**

Mr Paul Coueslant asked a question on behalf of the Carnival Association regarding the reason for proposed reductions to funding for Carnival Activities in the proposed budget and amendments. The Mayor responded by drawing attention to Cllr Alex Lightfoot's changes with alternative budget which proposed a higher amount and advised that while budget pressures were the main reason, the fact that the Carnival Association issued grants has been a consideration.

Mr Bob Blezzard suggested that public question time should be reserved for Sandown Residents before proceeding to refer to questions he had made in an open letter sent to the Mayor on the afternoon on the 3 February 2023, the Friday prior to the meeting. The Mayor sought clarification the letter was for council rather than him personally as it had not been addressed to the councils offices which Mr Blezzard confirmed. Mr Blezzard then made reference to a number of points in his letter including the treatment of income and how the budget had been drafted. He continued to state that he had discussed the matter with the [Sandown Town] council's internal auditor who agreed with him. The Mayor advised a written response would be provided due to the number of questions and their late receipt.

Ms Sally McConkey asked the council to consider delaying significant raises to the precept highlighting the increases in utilities and the cost of living crisis, suggesting that the provision of new toilets would not be financially viable for Sandown's residents.

Ms Kathy Wright supported Ms McConkey's position stating that the Food Bank was inundated with those needing help and requested the budget be reviewed. She continued that she accepted hall hire could not be projected but felt the monies for the lease at Sandham Grounds could be offset to reduce the precept.

The Mayor responded he was not unaware of the pressures on residents but the budget was drafted to ensure the council was able to meet its obligations and with a low risk approach to income.

### **51-2022/2023 APOLOGIES**

Apologies were received and accepted from Cllr Humby.

## **52-2022/2023 DECLARATIONS OF INTEREST**

Cllrs Andre and Ward declared an interest regarding any matters relating to the Isle of Wight Council. Cllr Andre added she would not comment on any planning matters as a ward member.

Cllr Brothers declared an interest on school matters as a governor of the Cornerstone Federation and advised her register of interest had been updated to reflect this.

Cllr Hicks declared she was a Lake Parish Councillor.

## **53-2022/2023 MINUTES OF THE LAST MEETING**

Cllr Brothers requested an inaccuracy be corrected. Her PA had attended the meeting on the 21 November 2022 but had not attended the reconvened meetings on the 29 November and 12 December 2022.

Cllr Andre raised the matter of Cllr Wilcock attendance which had been discussed at the meeting on the 21 November 2022. The Clerk presented the written response which had been drafted (attached to and forming part of these minutes) and advised while the Monitoring Officer had been contacted a response had not yet been received but would be circulated on receipt.

A proposal to approve the minutes subject to an amendment reflecting the inaccuracy was moved and duly seconded. Councillors' votes were confirmed verbally to meet accessibility requirements; the results were as follows and it was:

For (11), Against (0), Abstain (0)

### RESOLVED

That the minutes of the meeting held on 21 November 2022 be approved as a true record subject to the attendance of Cllr Brothers Personal Assistant being amended to show attendance on 21 November but not on the 29 November and 12 December 2022 being updated.

## **54-2022/2023 FINANCES**

### 1. To approve the Payments and Receipts lists as presented for November 2022

A proposal was moved and duly seconded, that the payments and receipts list for November 2022 be approved. Councillors' votes were confirmed verbally to meet accessibility requirements; the results were as follows and it was:

For (9), Against (0), Abstain (2)

### RESOLVED

THAT the payments and receipts for November 2022 be approved.

2. To approve the Payments and Receipts lists as presented for December 2022

A proposal was moved and duly seconded, that the payments and receipts list for December 2022 be approved. Councillors' votes were confirmed verbally to meet accessibility requirements; the results were as follows and it was:

For (10), Against (0), Abstain (1)

RESOLVED

THAT the payments and receipts for December 2022 be approved.

3. To receive and note the verified bank reconciliations for November and December 2022

The verified bank reconciliations for November and December 2022 were duly noted.

4. To receive and note the expenditure against budget through December 2022

The expenditure against budget through December 2022 was noted.

5. Risk Register

Members discussed the updated Risk Register. A number of amendments were proposed and officers agreed to update and circulate the revised register. These included:

- Page 3: The external back-up of files be checked at least annually to ensure it could be accessed.
- Page 4: That the action "creation of additional post to support office based staff" be revised to read "accept lower levels of services due to absence and capacity due to budget constraints".
- Council recommends all councillors undertake Chairman Training for all councillors.
- That provision be added that when best practice requires it a medium-term financial strategy be produced. The RFO responded that it was not required for a council of this size/capacity but could be included as a low risk to ensure the risk was mitigated in future.

A proposal was moved and duly seconded, that the register be approved subject to the inclusion of the proposed amendments. Councillors' votes were confirmed verbally to meet accessibility requirements; the results were as follows and it was:

For (11), Against (0), Abstain (0)

RESOLVED

THAT the risk register be approved.

## 6. 2023/2024 Budget

The Mayor outlined the process that had been followed in drafting the budget; the two options requested by council in November 2022, a budget reflecting inflation and a budget representing all identified priorities which had been discussed in detail at the budget briefing in January during which it had become clear to councillors present, that a nominal 5% increase would not support the council's activities.

There were four proposals for consideration. The budget recommended by the clerk and RFO, an alternative budget from Cllr Alex Lightfoot and a number of un-costed amendments from Cllrs Andre, Brothers and Humby. Cllr Andre had also proposed a motion to prepare a business case for the post office which would require additional monies to be allocated.

Cllr Brothers suggested that the decision in relation to the budget should be postponed as there were outstanding matters in relation to the budget amendments proposed as outlined in Paper G - Appendix C (attached to and forming part of these minutes) and that delaying the decision would mean officers could do further work as well as perhaps respond to comments made by members of the public. The Mayor responded the budget needed to be set as the Isle of Wight Council needed to be notified of the precept reminding members that all councillors had been given a clear timeline for the budget and time to work with officers on any amendments.

### **55-2022/2023 MOTION WITHOUT NOTICE – TO DEFER THE MOTION**

Cllr Brothers moved under Standing Order 21.1.3 that the consideration of the budget be deferred which was duly seconded. Councillors' votes were confirmed verbally to meet accessibility requirements; the results were as follows and the motion fell.

For (3), Against (7), Abstain (1)

### **56-2022/2023 FINANCES**

#### 1. 2023/2024 Budget

The Mayor advised the proposals would be debated and voted in accordance with guidance provided by the clerk in advance of the meeting in the following order – first the amendment from Cllrs Andre, Brothers and Humby, then the Post Office Business Case Amendment from Cllr Andre, the proposal from Cllr Alex Lightfoot which included a full budget and finally the officer recommended budget.

The Mayor questioned if councillors wished to consider the amendment from Cllrs Andre, Brothers as the amendments were uncosted and had been submitted after the deadline. The headlines were the closure of Yaverland toilets, cessation of the lifeguard service and grass cutting in Los Altos, inclusion of planning enforcement and more meetings. He also highlighted that there were contracts in place for some items, including a framework agreement, and that there was a lease with conditions in place for Los Altos which meant the proposal to cease grass cutting in was not deliverable and therefore the amendment was compromised.

Cllr Brothers raised a point of order disagreeing with the order of debate. During discussion it was highlighted that the order in which the proposals would be discussed had been circulated in advance of the meeting and no comments had been returned. It was also noted that the amendments being proposed by Cllrs Andre, Brothers and Humby

presented over 16 thousand different budget possibilities and therefore was too complicated to be calculated during the meeting.

### **57-2022/2023 MOTION WITHOUT NOTICE – CHANGE ORDER OF BUSINESS**

Cllr Brothers moved under Standing Order 21.6 that the order of business be altered so that the order of debate be the officer recommended budget, Cllr A Lightfoot's changes and subsequent budget, Cllr Andre's Post Office Business Case Amendment and finally the amendments by Cllrs Andre, Brothers and Humby. The proposal was duly seconded and Councillors' votes were confirmed verbally to meet accessibility requirements; the results were as follows and the motion fell:

For (3), Against (7), Abstain (1)

### **58-2022/2023 FINANCES**

#### **1. 2023/2024 Budget**

*Amendments from Cllrs Andre, Brothers and Humby*

Cllr Brothers proposed and the motion was duly seconded, the amendments submitted by Cllrs Andre, Brothers and Humby advising that they were submitted in response to the cost of living crisis, sought to reduce the precept and were expected to deliver savings of £74,000. The key points Cllr Brothers highlighted, suggesting they wanted dialogue to help set a budget were:

- Further savings could be created by removing the loan for Pier Street Toilets
- Passing back Yaverland toilets to the Isle of Wight Council would generate savings of £29,000 on the proposed loan and further savings on cleaning and maintenance.
- As a result of the proposed savings an enforcement officer could be brought in one day a week to address the derelict buildings.
- Regarding the Blue Flag and Lifeguard Service, other beaches on the Island did not have lifeguards and they did not feel Sandown was a particularly unsafe beach.
- Other savings could be brought about by investing in solar and renewable energy in the long term, even with initial capital costs.
- The Isle of Wight Council should not be paid for maintenance at Ferncliff Gardens and monies should be redirected to Green Towns Volunteers.
- The budget also had allocated reserves and it wasn't clear how these were ring fenced and match funded.

Cllr Andre expanded on these points including suggesting that the public consultation was only a snap shot of public opinion, derelict buildings were a priority with a day of planning enforcement making a significant difference and suggesting income should be used to reduce the precept.

Members responded that the budget process had begun in August yet no amendments had been brought forward until seven days prior to the meeting. Regarding ringfencing, the figures were outlined in the budget proposal and could be further explained if needed.

During the debate it was highlighted the consultation had indicated the toilets were residents' top priority and the beach the second followed by parks.

There was general agreement that the Isle of Wight Council would not take Yaverland back and closed toilets would significantly impact on the health and wellbeing of residents. It was also suggested that it would be unacceptable to cease the lifeguard provision which had saved two lives the previous season and, in a poll relating to the service, had been supported by 88% of the 416 respondents (that response rate being significantly higher than most consultation response rates)

Investment in renewable energy would be welcomed but could not be a last minute un-costed budget decision and needed to be properly investigated and should be proposed as an item for the relevant working party.

Planning enforcement was considered a good idea in principle but the town council had no powers in this regard and the issues with the derelict buildings in Sandown would not be helped by more enforcement officers as they were being dealt with by lawyers and the courts. It was reported that Ryde Town Council appear to have ceased their funding for this arrangement with the IOW Council.

Cllr Andre was asked if she was going to declare an interest in the amendment relating to Los Altos and responded while it was good practice to declare it at the meeting her register of interest was up to date and her property was declared.

Councillors' votes were confirmed verbally to meet accessibility requirements and a named vote was requested; the results were as follows and the motion fell:

For (2),

Cllrs Debbie Andre, Emily Brothers

Against (7)

Cllrs Frank Baldry, Ian Fletcher, Alex Lightfoot, Robert May, Ian Ward, Toby Wilcock, Paddy Lightfoot.

Abstain (2)

Cllrs Sue Betts, Jenny Hicks

*Amendments from Cllr Andre for a Post Office business case.*

Cllr Andre moved her amendment regarding the post office which was duly seconded. The Clerk clarified that she accepted the officer recommended budget in proposing the amendment. During the debate members all agreed the post office was an important part of the community but also noted that post office franchises did not make money, with figures from Hailsham Town Council being provided; losses to date were £32,000 and a proposal to extend that cover for losses to a total of £64,000 was under consideration. Hailsham had around double Sandown's Income and population. The issues around problems with the post offices Horizon computer systems including the ongoing action against IW Community Action regarding post offices on the Isle of Wight and post masters receiving custody sentences, were also discussed.

Councillors' votes were confirmed verbally to meet accessibility requirements and a named vote was requested; the results were as follows and the motion fell:

For (2),

Cllrs Debbie Andre, Emily Brothers

Against (8)

Cllrs Frank Baldry, Ian Fletcher, Jenny Hicks, Alex Lightfoot, Robert May, Ian Ward, Toby Wilcock, Paddy Lightfoot.

Abstain (1)

Cllr Sue Betts

*Alternative budget from Cllr Alex Lightfoot*

Cllr Alex Lightfoot proposed his alternative budget (Paper G - Appendix B, attached to and forming part of these minutes) and the motion was duly seconded. Cllr Lightfoot highlighted the following differences between his budget and the budget recommended by officers:

- The grants to Sandown and Shanklin Independent Lifeboat and Carnival had been increased to £2000 each. Cllr Lightfoot apologised to the Carnival Association he couldn't increase it further.
- He would like to remove the Mayors Allowance completely but was aware other members had not supported this so had proposed it be reduced to £500 per annum and those monies be transferred to increase the Schools budget by £500. This change would be net and not increase or reduce the overall budget.
- The Youth Provision has been increased to £15,000 noting the resilience officers work was making a significant difference to Sandown.

In his closing statement Cllr Lightfoot stated that the town council had to invest in Sandown as the Isle of Wight Authority could not, due to pressures from adult social care and a lack of funding and that private business would not.

Councillors' votes were confirmed verbally to meet accessibility requirements and a named vote was requested; the results were as follows and it was:

For (6)

Cllrs Frank Baldry, Ian Fletcher, Alex Lightfoot, Robert May, Ian Ward, Toby Wilcock

Against (3)

Cllrs Debbie Andre, Emily Brothers, Paddy Lightfoot.

Abstain (2)

Cllrs Sue Betts, Jenny Hicks

RESOLVED

THAT Cllr Alex Lightfoot's alternative 2023/2023 budget be approved.

(Since a complete alternative budget and precept calculations had been proposed, the officer recommended budget did not need to be considered).

2. 2023/2024 Precept

A proposal was moved and duly seconded that in line with the approved budget, the precept of £531,299, a Band D equivalent of £218.40 be set for 2023/2024. Councillors' votes were confirmed verbally to meet accessibility requirements and a named vote was requested; the results were as follows and it was:

For (7)

CLLrs Frank Baldry, Ian Fletcher, Alex Lightfoot, Robert May, Ian Ward, Toby Wilcock, Paddy Lightfoot.

Against (4)

CLLrs Debbie Andre, Sue Betts Emily Brothers, Jenny Hicks

Abstain (0)

**RESOLVED**

THAT in line with the approved budget for 2023/2024, to set the precept of 531,299 the equivalent for a Band D property at £218.40.

**59-2022/2023 MOTION WITHOUT NOTICE – EXTEND MEETING BY 30 MINUTES**

A proposal to extend the meeting by 30 minutes as provided by standing order 9.1.3(i) was made and duly seconded. Councillors' votes were confirmed verbally to meet accessibility requirements; the results we as follows and it was:

For (10), Against (1), Abstentions (0)

**RESOLVED**

THAT the meeting be extended by 30 minutes.

**60-2022/2023 STATION DEFIBRILLATOR**

CLLr Andre advised that alternative arrangements had been made in relation to the defibrillator and the Youth Offending Team would now be supporting the project.

**61-2022/2023 MOTION WITHOUT NOTICE – CHANGE ORDER OF BUSINESS**

CLLr Lightfoot moved under Standing Order 21.1.6 that the order of business be altered so that Item 11, CLLrs Andre's motion be considered next which was duly seconded. Councillors' votes were confirmed verbally to meet accessibility requirements; the results we as follows and it was:

For (10), Against (1), Abstentions (0)

**RESOLVED**

THAT the next item of business be Item 11 – CLLr Andre's motion relating to the Post Office.

For (11), Against (0), Abstain (0)

**62-2022/2023 MOTIONS FROM COUNCILLORS**

Motion proposed by Cllr Debbie Andre (Paper J): Taking on Post Office franchise by Sandown Town Council

Taking on Post Office franchise by Sandown Town Council

*This Council is concerned about the loss of vital public services with the anticipated closure of the Post Office on Avenue Road, Sandown, from May 2023. This will exclude many residents from community based financial and support services.*

*This Council instructs the Clerk to explore the viability of this Council securing the Post Office franchise in order to secure the continuation of this vital public service.*

*The Clerk is asked to provide an options paper to the next Full Council meeting on 20<sup>th</sup> March 2023, to include a business case for Sandown Town Council taking on the franchise.*

An amendment was moved that since there was no budget for a business case, a working party be formed to looking to what could be done to support residents to access those services when the post office closes. Cllr Andre responded that she wanted to involve the public in the discussions and would accept an amendment that public workshop with residents be arranged. This was proposed and duly seconded. Councillors' votes were confirmed verbally to meet accessibility requirements; the results we as follows and it was:

For (11), Against (0), Abstain (0)

RESOLVED

THAT a public workshop be arranged, at a mutually convenient time, to work with residents on how they could best be supported following the closure of the post office.

**63-2022/2023 TOWN CLERK REPORT**

Council noted the report from the Clerk. Clarification was requested on a number of points including:

- Bay Place plan – An update would be provided by the Mayor during his report.
- The Revetment Working group – The group was active, Cllr Hicks and Humby were part of the group and would bring forward any recommendations when appropriate.
- Accessibility Projects – An application for a grant was underway and details would be bought back to a later meeting. The Lifeguard Service has secured a grant for a children's beach wheelchair.
- Southern Water – there had been a change in lead officer at Southern Water. The clerk would update in due course.
- Sandham Grounds – A meeting around lighting would be welcomed.

**64-2022/2023 WORKING PARTIES**

Members noted the written update from the working parties. The chair of the Public Realm (Assets) Working Party moved a proposal to remove the Urinals from Yaverland Toilet and add signage indicating the impact of Grey Waste disposal which was duly seconded. Councillors' votes were confirmed verbally to meet accessibility requirements; the results were as follows and it was:

For (11), Against (0), Abstain (0)

RESOLVED

- (i) THAT the urinals at Yaverland be removed
- (ii) THAT signage advising disposal of grey waste is blocking drains

Members also noted that the Events Working Party would be taking forward a community tidy up day; to work with the residents and community organisations to undertake this. Activities could include painting railings, litter picks and clearing vegetation and should not be limited to the seafront.

**65-2022/2023 TO RECEIVE ANY ENVIRONMENTAL ISSUES RAISED**

No issues had been received from statutory agencies.

**66-2022/2023 TO RECEIVE ANY PLANNING MATTERS**

There were no planning matters for consideration. However, a draft planning enforcement policy had been received and circulated to members.

**67-2022/2023 TO RECEIVE REPORTS FROM**

1. Town Councillors

Cllr Brothers updated members on activities undertaken as the councils IWALC representative including:

- Events around the cost of living crisis
- Supporting equality and diversity training
- The Bus and Rail User Group including discussions regarding Braille timetables and connectivity with the Hover Craft and FastCat.
- Substitute representative on Health and Wellbeing Board at recent meeting and learning session at St Mary's from other Island health economies.

Questions were raised regarding IWALC work to redefine relationships between the Local Authority and local councils. Cllr Brothers advised there had been some discussion regarding service levels but did not recall anything further but would come back on it. Cllr Andre reminded members that there was a monthly zoom call with the Cabinet open to all councillors.

Cllr Andre reported she had attended an inspiring and impactful film produced by the local youth forum. Cllr Andre had also been part of a group looking at accessibility issues and had attended an accessibility conference. An "accessibility" kite mark had been discussed.

Cllr Hicks was a member of the Revetment Working Party who would be meeting on 10 February 2023 to further discuss what safety measures could be utilised. The Mayor reminded members these proposals would be brought back to council.

Cllr Ward provided members with an update on the Ocean hotel. The latest news regarding the Isle of Wight Council Enforcement Action was that the case was to be heard on the Island later in February 2023. The Police were trying to work with the owners in regard to their own legal challenge and monies may have been secured to make the site more secure and improve/tidy up the grounds.

Cllr Alex Lightfoot had attended a meeting organised by the resilience officer regarding sports on the Island looking at an Island-wide collaboration with a structure similar to the Island Collection (arts, cultural, heritage collective).

The Mayor updated members on the Place Plan. The invitation to tender had been issued and three responses had been received. During discussion it was noted the Isle of Wight Council would shortly be appointing an officer to manage the Bay Place Plan. Paperwork had been circulated to the representatives of the Bay council's for scoring. The Mayor had also attended the screening of the Youth Forum's film and noted the concern regarding knife crime.

## 2. Outside Bodies

The outside bodies reports had been covered by the town councillor reports and would be merged into a single agenda item in future.

### **68-2022/2023 MOTION WITHOUT NOTICE – EXTEND MEETING BY 30 MINUTES**

A proposal to extend the meeting by 30 minutes as provided by standing order 9.1.3(i) was made and duly seconded. Councillors' votes were confirmed verbally to meet accessibility requirements; the results were as follows and it was:

For (10), Against (1), Abstentions (0)

#### RESOLVED

THAT the meeting be extended by 30 minutes.

### **69-2022/2023 DATE OF NEXT MEETING**

The budgeted meeting dates were noted as follows:

20 March 2023  
15 May 2023  
17 July 2023  
18 September 2023  
20 November 2023  
12 February 2024  
18 March 2024

### **PUBLIC QUESTION TIME**

Ms Wright asked a question in relation to the reserves, referring to the balances on the banking reconciliations. The Mayor responded that in addition to maintaining the minimum level of operating reserves, the Council has made a decision to allocate capital monies for the replacement of assets which were included in the balances. Ms Wright suggested it would be helpful if this was shown and was directed to the allocated reserves

breakdown included in the budget calculation. Mr Blezzard made further complaints about officers' treatment of the precept.

Meeting closed 21:40

# Item 4(1) - Paper B

Cashed as of 31 January 2023							Balance Carried Forward	
Voucher	Date	Cheque No	Supplier	Description	Net	VAT	Total	
414	12/12/2022		Betapak Ltd	Office Equipment/Stationary	65.14	13.03	78.17	
415	23/12/2022		Biffa Waste Services Ltd	Waste Collection (Wheelie Bins)	146.25	29.25	175.50	
416	22/12/2022		John O'Conner	Grounds Maintenance and Repairs	379.44	75.89	455.33	
417	24/12/2022		Garden Tidy	Litter Picking and Bin Emptying	50.00	0.00	50.00	
418	03/01/2023		Island Environmental Hygiene	Sanitary Services	75.40	15.08	90.48	
419	04/01/2023		Community Action Isle of Wight	Payroll	9479.53	0.00	9479.53	
420	03/01/2023		Isle of Wight Sports Foundation	Membership	5.00	0.00	5.00	
421	03/01/2023		Wightfibre	Broadband and Telephone	55.67	11.13	66.80	
422	03/01/2023		Corona Energy Retail 4 Ltd	Electricity St Johns	-83.25	-4.16	-87.41	
423	03/01/2023		Corona Energy Retail 4 Ltd	Electricity	127.49	6.37	133.86	
424	03/01/2023		Corona Energy Retail 4 Ltd	Electricity - Eastern Gardens	55.22	2.76	57.98	
425	03/01/2023		Corona Energy Retail 4 Ltd	Electricity - Yaverland	181.03	9.05	190.08	
426	03/01/2023		Isle of Wight Council	Business Rates	424.00	0.00	424.00	
427	03/01/2023		Gallagher (Hisock Insurance Company Ltd	Insurance (All)	551.64	0.00	551.64	
428	03/01/2023		Corona Energy Retail 4 Ltd	Electricity St Johns	13.97	0.70	14.67	
429	03/01/2023		Corona Energy Retail 4 Ltd	Electricity St Johns	19.77	0.99	20.76	
430	03/01/2023		Sovereign Play	Zip Wire Repairs	375.96	75.19	451.15	
431	03/01/2023		Rod Father	Drain Clearance	100.00	0.00	100.00	
432	11/01/2023		PWLB	Loan Repayment	11719.50	0.00	11719.50	
433	11/01/2023		Betapak Ltd	Stationary	29.50	5.90	35.40	
434	11/01/2023		Rod Father	Drain Clearance	100.00	0.00	100.00	
435	11/01/2023		Heritage Attractions Ltd	Electricity - Sandham Lights	63.55	12.71	76.26	
436	11/01/2023		Heritage Attractions Ltd	Electricity - Sandham Lights	61.50	12.30	73.80	
437	11/01/2023		Betapak Ltd	Printer Ink and Paper	101.92	20.38	122.30	
438	17/01/2023		Flying Colour Flagmakers	Flag (Union)	82.70	16.54	99.24	
439	17/01/2023		Danfo (UK) Ltd	Cleaning	2986.25	597.25	3583.50	
440	17/01/2023		Ricoh	Photocopier	167.88	33.58	201.46	
441	17/01/2023		Lake Cleaning & Catering Supplies	Cleaning Materials	41.17	8.23	49.40	
442	17/01/2023		Focus Plumbing and Heating	Yaverland - Toilet Repairs	85.00	17.00	102.00	
443	17/01/2023		Rod Father	Yaverland - Toilet Repairs	120.00	0.00	120.00	







# Item 4(2) - Paper C

Cashed as of 28 February 2023				Balance Carried Forward			487,565.24
Voucher	Date	Cheque No	Supplier	Description	Net	VAT	Total
462	09/02/2023		Richard Priest	Expenses Monitor	74.99	15.00	89.99
463	09/02/2023		Richard Priest	Expenses Batteries	6.25	1.25	7.50
464	09/02/2023		Richard Priest	Expenses Batteries	5.95	0.00	5.95
465	09/02/2023		Richard Priest	Expenses Postage	2.35	0.00	2.35
466	09/02/2023		Richard Priest	Expenses Postage	2.35	0.00	2.35
467	09/02/2023		Richard Priest	Expenses Key cutting (lookup)	6.25	1.25	7.50
468	01/02/2023		Business Stream	Water	95.71	0.00	95.71
469	06/02/2023		Corona Energy Retail 4 Ltd	Electricity St Johns	96.97	4.85	101.82
470	06/02/2023		Corona Energy Retail 4 Ltd	Electricity	124.68	6.23	130.91
471	06/02/2023		Corona Energy Retail 4 Ltd	Electricity Eastern Gardens	102.70	5.14	107.84
472	06/02/2023		Corona Energy Retail 4 Ltd	Electricity Yaverland	58.28	2.91	61.19
473	01/02/2023		Gallagher (Hisock Insurance Company Ltd	Insurance (All)	587.85	0.00	587.85
474	06/02/2023		Corona Energy Retail 4 Ltd	Electricity	-127.49	-6.37	-133.86
475	06/02/2023		Corona Energy Retail 4 Ltd	Electricity	165.83	8.29	174.12
476	07/02/2023		IWALC	Membership Fees	1221.29	0.00	1221.29
477	07/02/2023		John McManus (Independent Cleaner)	Cleaning and Cover	100.00	0.00	100.00
478	07/02/2023		WBS Wight Business Services	Batteries	12.98	2.60	15.58
479	07/02/2023		Lake Cleaning & Catering Supplies	Cleaning Materials	47.56	9.51	57.07
480	07/02/2023		Danfo (UK) Ltd	Cleaning	2986.25	597.25	3583.50
481	07/02/2023		Island Environmental Hygiene	Sanitary Services	75.40	15.08	90.48
482	07/02/2023		Rod Father	Drain Clearance	100.00	0.00	100.00
483	07/02/2023		Focus Plumbing and Heating	Electricity to Lifeguard Hut	1297.68	259.54	1557.22
484	07/02/2023		WBS Wight Business Services	Office Equipment/Stationary	14.00	2.80	16.80
485	07/02/2023		SLCC Enterprises	Membership Fees	296.00	0.00	296.00
486	07/02/2023		Betapak Ltd	Stationary	40.50	8.10	48.60
487	14/02/2023		John McManus (Independent Cleaner)	Cleaning and Cover	100.00	0.00	100.00
488	13/02/2023		Rod Father	Drain Clearance	100.00	0.00	100.00
489	13/02/2023		Lake Cleaning & Catering Supplies	Cleaning Materials	13.25	2.65	15.90
490	13/02/2023		Crystal Clear Windows	Window Cleaning	15.00	0.00	15.00
491	13/02/2023		John O'Conner	Grass Cutting (Los Altos)	420.04	84.01	504.05
492	13/02/2023		Community Action Isle of Wight	Payroll	37.50	0.00	37.5



Received as of 28 February 2023

2022-2023 Receipts		Balance Carried Forward		450,219.80	
Voucher	Date	Description	Net	VAT	Total
320	01/02/2023	WC Income St Johns	15.60	0.00	15.60
323	03/02/2023	Room Hire	83.33	16.67	100.00
324	03/02/2023	Room Hire	50.00	10.00	60.00
325	06/02/2023	WC Income St Johns	13.50	0.00	13.50
326	08/02/2023	Room Hire	62.50	12.50	75.00
327	02/02/2023	Room Hire	18.75	3.75	22.50
328	02/02/2023	Room Hire	362.50	72.50	435.00
329	06/02/2023	Room Hire	145.00	29.00	174.00
330	06/02/2023	Room Hire	178.33	35.67	214.00
331	06/02/2023	Room Hire	230.42	46.08	276.50
332	06/02/2023	Room Hire	145.00	29.00	174.00
333	06/02/2023	Room Hire	178.33	35.67	214.00
334	06/02/2023	Room Hire	48.61	9.72	58.33
335	06/02/2023	Room Hire	45.83	9.17	55.00
336	07/02/2023	Room Hire	166.67	33.33	200.00
337	13/02/2023	WC Income St Johns	18.35	0.00	18.35
338	10/02/2023	Room Hire	49.50	9.90	59.40
339	10/02/2023	Room Hire	49.50	9.90	59.40
340	22/02/2023	Room Hire	16.67	3.33	20.00
Voucher	Date	Description	Net	VAT	Total
341	22/02/2023	Room Hire	41.67	8.33	50.00
342	22/02/2023	Room Hire	30.00	6.00	36.00
343	22/02/2023	Room Hire	155.83	31.17	187.00
344	20/02/2023	Room Hire	50.00	10.00	60.00
345	20/02/2023	Room Hire	60.00	12.00	72.00
346	20/02/2023	WC Income St Johns	14.00	0.00	14.00
347	22/02/2023	Room Hire	233.33	46.67	280.00
349	09/02/2023	Bank Interest	89.62	0.00	89.62
350	27/02/2023	Connect - Household Support Grant	4000.00	0.00	4000.00
351	28/02/2023	Bank Interest	354.15	0.00	354.15
			End Balance		7,387.35
					457,607.15

Signed \_\_\_\_\_  
Signed \_\_\_\_\_



Prepared by: \_\_\_\_\_  
*Name and Role (Clerk/RFO etc)*

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
*Name and Role (RFO/Chair of Finance etc)*

Date: \_\_\_\_\_

<b>A</b>	<b>Bank Reconciliation at 31/01/2023</b>		
	Cash in Hand 01/04/2022		435,586.07
	<b>ADD</b> Receipts 01/04/2022 - 31/01/2023		450,219.80
	<b>SUBTRACT</b> Payments 01/04/2022 - 31/01/2023		885,805.87
	<b>Cash in Hand 31/01/2023</b> (per Cash Book)		<b>487,565.24</b>
<b>B</b>	Cash in hand per Bank Statements		
	Petty Cash	31/01/2023	2.41
	5 - 32 Day Access Acc Number TB	31/01/2023	276,617.64
	2 - Treasurers Account 30-97-42 1	31/01/2023	0.00
	5 - Business Bank Instant 30-97-4	31/01/2023	0.10
	3 - Reserves 30-97-42 24097868	31/01/2023	0.00
	4 - Business Bank Instant 30-97-4	31/01/2023	62,424.87
	1 - Treasurers Account 30-97-42 0	31/01/2023	59,195.61
			<b>398,240.63</b>
	Less unrepresented payments		
		398,240.63	
Plus unrepresented receipts			
<b>Adjusted Bank Balance</b>		<b>398,240.63</b>	
	<b>A = B Checks out OK</b>		

**SANDOWN TOWN COUNCIL**

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

*Name and Role (Clerk/RFO etc)*

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

*Name and Role (RFO/Chair of Finance etc)*

	<b>Bank Reconciliation at 28/02/2023</b>		
	Cash in Hand 01/04/2022		435,586.07
	<b>ADD</b> Receipts 01/04/2022 - 28/02/2023		457,607.15
			893,193.22
	<b>SUBTRACT</b> Payments 01/04/2022 - 28/02/2023		511,183.50
<b>A</b>	<b>Cash in Hand 28/02/2023</b> (per Cash Book)		<b>382,009.72</b>
	Cash in hand per Bank Statements		
	Petty Cash 28/02/2023	2.41	
	5 - 32 Day Access Acc Number TB 28/02/2023	276,971.79	
	2 - Treasurers Account 30-97-42 1 28/02/2023	0.00	
	5 - Business Bank Instant 30-97-4 28/02/2023	0.10	
	3 - Reserves 30-97-42 24097868 28/02/2023	0.00	
	4 - Business Bank Instant 30-97-4 28/02/2023	62,424.87	
	1 - Treasurers Account 30-97-42 0 28/02/2023	42,610.55	
			<b>382,009.72</b>
	Less unrepresented payments		
			382,009.72
	Plus unrepresented receipts		
<b>B</b>	<b>Adjusted Bank Balance</b>		<b>382,009.72</b>
	<b>A = B Checks out OK</b>		

**SANDOWN TOWN COUNCIL**  
Net Position by Cost Centre and Code

# Item 4(4) - Paper E

Cost Centre Name

**ADMINISTRATION**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
1	Audit - Internal				262.50	250.00	12.50
2	Audit - External				2,000.00	800.00	1,200.00
3	Broadband and Telephone				780.00	589.92	190.08
4	Broadband and Telephone				157.50		157.50
5	County Association Memb				793.56	1,221.29	-427.73
6	ICO Registration				36.75	35.00	1.75
7	ICT Capital (equipment) - I				1,000.00	74.99	925.01
8	ICT Consumables				105.00	79.90	25.10
9	ICT Repair and Maintenanc				210.00		210.00
10	ICT Accounting Software				997.50	950.00	47.50
11	ICT Domain Registration				203.70		203.70
12	ICT Office 365				355.32	338.40	16.92
13	ICT Email Hosting				478.80	288.00	190.80
14	ICT Adobe/Zoom/Survey M				890.21	806.00	84.21
15	ICT Antivirus				205.75	29.17	176.58
16	Insurance				6,683.16	4,666.41	2,016.75
17	Mayors Board				36.75		36.75
18	Office Equipment Service				80.00	71.50	8.50
19	Photocopier				536.68	442.02	94.66
20	Postage				107.10	6.20	100.90
21	Professional Fees Land R				500.00	5.00	495.00
22	Professional Fees Payroll				528.00	349.00	179.00
23	Professional Fees Legal A				5,000.00	1,250.00	3,750.00
24	Professional Fees Plannin				10,000.00	550.00	9,450.00
25	Professional Fees Accessi				810.00	802.75	7.25
26	Public Works Loan				33,818.48	33,440.98	377.50
27	Stationary			100.00	803.25	846.17	57.08
201	IWC Precept	335,212.00		355,158.00			19,946.00
202	VAT Refund			8,883.88			8,883.88
203	Grants			10,000.00			10,000.00
204	Donations						
205	Bank Interest			2,273.82			2,273.82
207	Insurance Claim						
208	Misc Hire						
			<b>335,212.00</b>	<b>£376,415.70</b>	<b>67,380.01</b>	<b>£47,892.70</b>	<b>60,691.01</b>

**ADVERTS & PUBLICITY**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
28	Adverts				484.00	180.00	304.00
29	ICT Web-Hosting				236.25	306.88	-70.63
30	Contribution to Hard Copy				1,000.00	1,000.00	
					<b>1,720.25</b>	<b>£1,486.88</b>	<b>233.37</b>

**BEACHES**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
31	Beach Cleaning (Bins)				13,305.60	12,936.00	369.60
32	Bouys				5,850.31	5,614.36	235.95
33	Life Boat				2,000.00	2,000.00	
34	Lifeguard Equipment and I				9,194.00	9,464.00	-270.00
35	Lifeguard Hut			7,500.00	17,306.00	16,247.68	8,558.32
36	Beach Safety Service				16,000.08	16,000.08	
37	Beach Storage				100.00	15.00	85.00
38	Tourism Blue Flag/Seasid				900.00	879.00	21.00
				<b>£7,500.00</b>	<b>64,655.99</b>	<b>£63,156.12</b>	<b>8,999.87</b>

**BROADWAY CENTRE**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
39	Independent Cleaner (Ad I				500.00	2,075.00	-1,575.00
40	Business Rates				5,345.55	4,241.50	1,104.05
41	CCTV				2,250.00	3,234.00	-984.00
42	Microphones and Loop				8,400.00	9,563.93	-1,163.93
43	Furniture and fittings				200.00	135.00	65.00

Current Balance = Balance B/Fwd - (Receipt Budget - Actual Receipt) + (Payment Budget - Actual Payments)

**SANDOWN TOWN COUNCIL**  
**Net Position by Cost Centre and Code**

**Cost Centre Name**

44 Landscape	500.00	120.00	380.00
45 Licenses (music , microph	1,024.59	552.00	472.59
46 Repair and Maintenance I	210.00	214.00	-4.00
47 Repair & Maint. Sundries	516.52	936.11	-419.59
48 Repair and Maint. General	1,000.00	1,897.05	-897.05
49 Service Alarms/CCTV/Boil	1,422.86	676.85	746.01
50 Service Fire Extinguishers	82.69	65.69	17.00
51 Signage	102.00		102.00
52 Utilities - Gas	2,100.00	1,548.05	551.95
53 Utilities Water	567.00	436.37	130.63
54 Utilities - Electric	1,506.20	1,611.06	-104.86
55 Waste Collection (General	1,601.25	1,546.22	55.03
56 Waste Collection (Sanitary	573.30	518.32	54.98
206 Room Hire	27,999.12		27,999.12
	<b>£27,999.12</b>	<b>27,901.96</b>	<b>£29,371.15</b>
			<b>26,529.93</b>

**CIVIC**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
57	Remembrance Wreaths				210.00	240.00	-30.00
58	Remembrance Events				1,575.00	522.50	1,052.50
59	Jubilee Events				1,500.00	977.58	522.42
72	Town Crier				250.00		250.00
					<b>3,535.00</b>	<b>£1,740.08</b>	<b>1,794.92</b>

**CIVIC SPACE**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
60	Christmas Tree and Lights				1,200.00	229.17	970.83
61	Christmas Tree and Lights				1,000.00	1,349.00	-349.00
62	Decorative Lighting Maint				2,236.51	2,236.51	
63	Decorative Lighting Capit:				6,000.00		6,000.00
64	Defib Pads				210.00		210.00
65	Environment Officer/Plann				2,200.00		2,200.00
66	Ferncliff - Grounds Mainte				450.00	447.00	3.00
67	Green Towns				2,500.00	2,500.00	
68	Hanging Baskets Planting				3,000.00	441.27	2,558.73
69	Hanging Baskets Watering				8,000.00	4,788.30	3,211.70
70	Los Altos Grass Cut				5,443.20	3,835.00	1,608.20
71	Revetment Lighting				400.00		400.00
73	Town Improvement Fund				7,263.41	80.00	7,183.41
74	War Memorial (Esplanade				1,000.00	329.90	670.10
75	War Memorial (Animal) M:				500.00		500.00
					<b>41,403.12</b>	<b>£16,236.15</b>	<b>25,166.97</b>

**COMMUNITY GRANTS & EVENTS**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
76	Schools				3,000.00	1,120.00	1,880.00
77	Carnival Association Even			45.83	5,000.00	5,000.00	45.83
78	Grants			7,500.00	2,000.00	6,000.00	3,500.00
79	Youth Provision				5,000.00	5,000.00	
				<b>£7,545.83</b>	<b>15,000.00</b>	<b>£17,120.00</b>	<b>5,425.83</b>

**COUNCILLORS**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
80	Election				6,000.00		6,000.00
81	Hospitality				525.00	222.01	302.99
82	Mayor Allowance				1,000.00	100.00	900.00
83	Training				1,000.00		1,000.00
					<b>8,525.00</b>	<b>£322.01</b>	<b>8,202.99</b>

Current Balance = Balance B/Fwd - (Receipt Budget - Actual Receipt) + (Payment Budget - Actual Payments)

**SANDOWN TOWN COUNCIL**  
**Net Position by Cost Centre and Code**

**Cost Centre Name****SANDHAM GARDENS (GENERAL)**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
84	Grounds Maintenance, Dr:				1,500.00		1,500.00
85	Grounds Maintenance, Gr:				800.00		800.00
86	Grounds Maintenance, Tre				2,000.00		2,000.00
87	Grounds Maintenance, We				240.00		240.00
88	Kerbing				2,625.00		2,625.00
89	Lighting				2,000.00	227.24	1,772.76
90	Maintenance and Repair				5,000.00	543.11	4,456.89
91	Signage (Sandham)				250.00		250.00
98	CCTV				2,250.00		2,250.00
209	Land Lease			7,500.00			7,500.00
				<b>£7,500.00</b>	<b>16,665.00</b>	<b>£770.35</b>	<b>23,394.65</b>

**SANDHAM GARDENS (MUGA)**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
92	Replacement of MUGA - F				10,000.00		10,000.00
					<b>10,000.00</b>		<b>10,000.00</b>

**SANDHAM GARDENS (SJP)**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
93	Grounds Maintenance, Gr:				3,433.50	2,635.00	798.50
94	Inspections				2,729.50	1,337.00	1,392.50
95	Litter Picking				5,603.00	1,900.00	3,703.00
96	Playground Renewal Func				10,000.00		10,000.00
97	Repair/replace (damage)				5,000.00	460.96	4,539.04
					<b>26,766.00</b>	<b>£6,332.96</b>	<b>20,433.04</b>

**SANDHAM GARDENS (SKATE PARK)**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
99	Maintenance and Repair				6,000.00	3,476.75	2,523.25
100	Replacement RESERVES				10,000.00		10,000.00
					<b>16,000.00</b>	<b>£3,476.75</b>	<b>12,523.25</b>

**STAFF**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
101	Expenses (Milage etc)				1,128.00	18.09	1,109.91
102	Locum Clerk				1,000.00		1,000.00
103	Professional Subscriptions				309.00	566.00	-257.00
104	Salaries				87,615.00	60,701.34	26,913.66
105	Salaries - HMRC				7,498.00	20,698.20	-13,200.20
106	Salaries - Pension				20,269.00	9,361.55	10,907.45
107	Training				1,050.00		1,050.00
					<b>118,869.00</b>	<b>£91,345.18</b>	<b>27,523.82</b>

**TOILETS**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
108	Cleaning and Security, Cle				40,000.00	23,890.00	16,110.00
109	Refurbishment				141,963.50	139,555.50	2,408.00
110	Repair and Maintenance ,				7,500.00	8,308.95	-808.95
111	Repair and Maintenance ,				1,453.60		1,453.60
112	Testing and Service (inc S				1,438.00	225.00	1,213.00
113	Utilities, Electric				1,500.00	2,191.91	-691.91
114	Utilities, Water				3,104.98	1,084.10	2,020.88
115	Inspection (inc. Legionella				960.75	2,495.15	-1,534.40
116	Waste (Toilets)				573.30	594.48	-21.18
211	WC Income			1,134.00			1,134.00

Current Balance = Balance B/Fwd - (Receipt Budget - Actual Receipt) + (Payment Budget - Actual Payments)

**SANDOWN TOWN COUNCIL**  
**Net Position by Cost Centre and Code**

---

Cost Centre Name

	£1,134.00	198,494.13	£178,345.09	21,283.04
<b>NET TOTAL</b>	<b>335,212.00</b>	<b>£428,094.65</b>	<b>616,915.46</b>	<b>£457,595.42</b>
				<b>252,202.69</b>

Mr Priest  
Clerk to Sandown Town Council  
Broadway Centre, 1 Broadway  
Sandown  
IOW PO36 9GG

**Address for correspondence**

Victim Support  
21a Hursley Road  
Chandlers Ford  
Hampshire SO53 2FS

06 January 2023

Dear Mr Priest

Re: Grant Aid Funding

Please find enclosed a completed application form in regards to above. Also enclosed are our national accounts, constitution and a leaflet about our organisation.

Thank you for taking the time to consider our application, if you need any further information please contact us using the email below.

Thanking you in advance

Yours sincerely



**Lisa Jones**  
**Service Delivery Assistant**  
**Email: [hiow.areaoffice@victimsupport.org.uk](mailto:hiow.areaoffice@victimsupport.org.uk)**

[www.victimsupport.org.uk](http://www.victimsupport.org.uk) Supportline: 08 08 16 89 111  VictimSupport  @VictimSupport  victimsupport\_uk



COPING WITH THE  
EFFECTS OF CRIME  
TOGETHER



**Business  
Disability  
Forum**  
Building  
disability-smart  
organisations



**Leaders  
in Diversity  
Award**





# Grant Application Form

Please complete this form as clearly as possible. You may continue onto additional sheets if necessary, but please indicate where you are doing so and ensure they are securely fastened to this form on submission.

## Applicant Details

### A1. Name of Club/Organisation

Please give the name of your organisation as it appears on your constitution or set of rules.

Victim Support

### A2. Name of Contact

This should be the main contact in respect of this application.

Lisa Jones – Service Delivery Assistant

### A3. Address

This should be the address of the organisation or the main address for correspondence.

21A Hursley Road  
Chandlers Ford  
Hants SO53 2FS

### A4. Additional Contact Details

Please provide daytime contact details for your organisation.

Phone: 0808 178 1641  
Mobile: N/A  
Email:  
hiow.areaoffice@victimsupport.org.uk

### A5. Club/Organisation Description

Briefly describe your organisation's activities. Please include your aims and objectives and tell us how long your club/organisation has been in existence.

Victim Support is a free, independent, and confidential charity dedicated to supporting anyone affected by crime and traumatic incidents. We will listen with compassion and tailor our support to each individual victim. This support includes: Helping victims to feel safer, keeping victims informed of rights and services they are entitled to, validating individuals' feelings, helping them reflect and explore ways to cope and connecting them with services and support networks

#### A6. Link to the Sandown Community

Briefly explain how your organisation is linked to Sandown and supports its Community.

Residents supported via our community based service receive immediate support when they are contacted by our team. At this point we discuss how the crime has impacted the individual and what support we can provide to help that person cope and recover. Support can include personal alarms and window/door alarms, referrals to other specialist agencies, if appropriate and information provision, helping victims to feel safer, keeping victims informed of rights and services they are entitled to, validating individuals' feelings, helping them reflect and explore ways to cope and connecting them with services and support networks

#### A7. Membership

Total Membership:	We are not a members organisation
Sandown Residents Membership	

#### A8. Registered charity

If yes, charity registration No:	298028
----------------------------------	--------

#### A9. VAT registered

If yes, VAT No:	872540224
-----------------	-----------

### Grant Details

#### B1. Description

Please briefly describe the project, scheme or service for which this grant is intended. Only applications for specific projects will be considered. Expenses linked to the day to day running of an organisation will not be funded.

To purchase security items that we provide free of charge to victims and their families such as personal alarms and small security items for the home such as window or door alarms to make people feel safer in their homes. This truly beneficial resource has such a positive impact on victim's recovery, we are seeking funding to continue this provision.

#### B2. Grant Beneficiaries

Please indicate which sections of the community will benefit from your project.

Any victim of crime can access our service. Last year we supported approximately 87 Sandown residents.

#### B3. Timeline

Please indicate when the project will start. Grant funds will not be released earlier than 3 months before the start of the project. This also applies to events.

Ongoing need

### Funding Details

**C1. Total Cost**

Please use the table below to provide an itemised breakdown of the expenditure for which this grant is being applied for. This must include evidence (i.e. suppliers' estimates or price lists) of the likely cost of all items of expenditure, e.g. goods, labour or facilities.

£100 could purchase 30 window alarms or 31 door handle alarms that can help to make people feel safer in their homes. It could also purchase 37 personal alarms to aid victim's confidence to feel safer and find the strength to move forward after crime. This demonstrates what could be purchased but the final combination of items would be chosen to best reflect the needs of the victims we work with.

**C2. Additional Funding**

Please give details (including amounts and dates) of all other sources of funding you have secured for what this grant is going towards. This may include funding received from other bodies applied to for grant aid, own funds that will be contributed towards the project and contributions in kind received for this purpose. Sandown Town Council will usually not fund more than 50% of a project.

We apply annually to town and parish councils in the area we cover with varying levels of success

**C3. Previous Applications**

If your organisation has previously applied for a grant from Sandown Town Council, please provide the grant ID and details of the grant and what it was used for.

**Additional Information**

**D1. Additional Information**

Please use this section to provide us with any further information you feel is important to the consideration of your claim.

## D2. Checklist

In order to consider your claim for a small grant the following materials must be submitted to Sandown Town Council with this completed form:

**A copy of your club/organisation's constitution or set of rules**

**A copy of your bank statement and recent accounts**

**A copy of any quotations as specified in section C1**

## Declaration

I certify that, to the best of my knowledge, all the information I have given in this application is correct and understand that any grant awarded and used for any other purpose than that detailed in this application or unused within 6 months must be returned in full to Sandown Town Council as set out in the Application Guidelines.

Signed 

Date of Application 06/01/23

Name (in capitals) LISA JONES  
Position in Club/Organisation  
Service Delivery Assistant

Please return completed forms to:

Town Clerk  
Sandown Town Council  
The Broadway Centre  
S1 Broadway  
Sandown  
IW  
PO36 9GG

Email signed forms to: [admin@sandowntowncouncil.gov.uk](mailto:admin@sandowntowncouncil.gov.uk)



# **THE COMPANIES ACT 2006**

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

## **VICTIM SUPPORT**

(Company Number 02158780)  
(Registered Charity Number 298028)

Lupton Fawcett LLP  
Stamford House  
Piccadilly  
York  
North Yorkshire  
YO1 9PP  
Tel: 01904 611411  
[www.luptonfawcett.law](http://www.luptonfawcett.law)

## CONTENTS

Clause Heading	Page
1 Interpretation .....	1
2 Objects .....	4
3 Powers .....	5
4 Application of income and property.....	8
5 Benefits and payments to Trustees and Connected Persons.....	8
6 Winding up .....	11
7 Liability of Members .....	11
8 Members .....	11
9 Termination of membership .....	12
10 Meetings of Members.....	12
11 Reconvening .....	14
12 Proxies .....	14
13 Chair .....	16
14 Voting.....	16
15 Written resolutions.....	18
16 Trustees .....	19
17 Powers of Trustees .....	20
18 Appointment of Trustees .....	20
19 Co-option of Trustees .....	20
20 Retirement of Trustees .....	21
21 Disqualification and removal of Trustees .....	21
22 Office Holders .....	22
23 Proceedings of Trustees.....	23
24 Calling a Trustees' meeting .....	23
25 Participation in Trustees' meetings .....	23
26 Quorum for Trustees' meetings .....	24

27	Chairing Trustees' meetings .....	24
28	Decision-making by Trustees .....	24
29	Unanimous decisions by Trustees .....	25
30	Delegation by Trustees.....	25
31	Conflicts of interest.....	26
32	Secretary.....	26
33	Change of company name .....	27
34	Minutes .....	27
35	Seal.....	27
36	Records and accounts.....	28
37	Communications.....	28
38	Irregularities .....	29
39	Indemnity.....	29

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**VICTIM SUPPORT**

**(Company Number 02158780)**  
**(Registered Charity Number 298028)**

**(Adopted by special resolution passed on 13 November 2020 )**

**1 Interpretation**

1.1 In these Articles, unless the context otherwise requires:

<b>"Act"</b>	means the Companies Act 2006;
<b>"Articles"</b>	means the Charity's articles of association for the time being in force;
<b>"Business Day"</b>	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
<b>"Charities Act"</b>	means the Charities Act 2011;
<b>"Charity"</b>	Means Victim Support, which is a charitable company regulated by the Articles;
<b>"Charity Commission"</b>	means the Charity Commission for England and Wales;
<b>"Circulation Date"</b>	in relation to a written resolution, has the meaning given to it in the Act;
<b>"Clear Days"</b>	in relation to a period of notice means a period of days not including the day on which notice was given or

deemed to be given and the day for which it is given or on which it is to take effect;

**"Connected Person"**

means any person falling within one of the following categories:

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or
- (b) the spouse or civil partner of any person in (a); or
- (c) any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or
- (d) an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together;
- (e) a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article;

**"Co-opted Trustee"**

means a Trustee appointed in accordance with article 19;

**'Financial Year'**

means the Charity's financial year;

**"Trustee"**

means a Trustee of the Charity. The Trustees are charity trustees as defined in the Charities Act;

**"document"**

includes, unless otherwise specified, any document sent or supplied in electronic form;

**"electronic form and electronic means"**

have the meaning given to such terms in section 1168 of the Act;

<b>"Financial Expert"</b>	means a person who is reasonably believed by the Trustees to be qualified to give advice on investments by reason of his ability in and practical experience of financial and other matters relating to investments;
<b>"Liability Properly Incurred"</b>	excludes any liabilities arising from any negligence, default, breach of duty, or breach of trust committed by individuals involved as applicable;
<b>"Member"</b>	means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;
<b>"Model Articles"</b>	means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (S/ 2008/3229);
<b>"Natural Person"</b>	means a human being rather than a company or other organisation;
<b>"Objects"</b>	means the objects of the Charity as stated in article 2;
<b>"Office Holders"</b>	Includes the Chair and Vice Chair of Trustees, the Treasurer, the Secretary and any other office holder determined by the Trustees from time to time;
<b>"Special Resolution"</b>	has the meaning given in section 283 of the Act;
<b>"United Kingdom"</b>	means Great Britain and Northern Ireland; and
<b>"writing"</b>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and
- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall not apply to the Charity.

## 2 **Objects**

- 2.1 The Charity's objects, restricted specifically for the public benefit, are to:
- 2.1.1 reduce the distress, adverse financial impact and disadvantageous effects on present and potential victims and witnesses of crime, traumatic events and other forms of harmful behaviour, as well as on others touched by the distress of those individuals who are in need, in particular by promoting and providing services that provide emotional and practical support; and
- 2.1.2 to advance public education and awareness by research into, and analysis of, issues relating to victims and witnesses of crime, traumatic events and other forms of harmful behaviour, their families and friends and others affected, and to disseminate the results to bring about positive change.
- 2.2 Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with any statutory provision regarding the meaning of the word "charitable" or the words "charitable purposes" in force in any part of the United Kingdom.

### 3 Powers

3.1 In pursuance of the Objects, but not further or otherwise, the Charity has the power to:

- 3.1.1 promote and supply the means whereby staff and volunteers may obtain and provide advice, support, practical help and information;
- 3.1.2 promote the training and education of such staff and volunteers for such purposes;
- 3.1.3 accept (or disclaim) any gift of money, legacy or other property;
- 3.1.4 raise funds by way of subscription, donation or otherwise;
- 3.1.5 trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;
- 3.1.6 establish or purchase companies to carry on any trade;
- 3.1.7 sell, lease or otherwise dispose of all or any part of the Charity's real or personal property and any and all rights of the Charity, subject to such consents as may be required by law;
- 3.1.8 borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on the Charity's property and assets, subject to such consents as may be required by law;
- 3.1.9 lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
- 3.1.10 buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;
- 3.1.11 set aside funds for particular purposes or as reserves against future expenditure;
- 3.1.12 deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a Financial Expert, having regard to the suitability of investments and the need for diversification;

- 3.1.13 delegate the management of investments to a Financial Expert, but only on terms that:
- (a) the Charity's investment policy is set down in writing by the Trustees for the Financial Expert;
  - (b) all transactions are reported promptly and regularly to the Trustees;
  - (c) investment performance is reviewed regularly with the Trustees;
  - (d) the delegation arrangement may be cancelled by the Trustees at any time;
  - (e) a review of the investment policy and the delegation arrangement shall be carried out at least annually;
  - (f) all payments due to the Financial Expert fall within a scale or a level which is agreed in advance and are notified promptly to the Trustees on receipt;
  - (g) the Financial Expert must not do anything outside the powers of the Charity;
- 3.1.14 arrange for the investments or other property of the Charity to be held in the name of a nominee (meaning a corporate body registered or having an established place of business in the United Kingdom) which is either under the control of the Trustees or of a Financial Expert acting on their instructions, and to pay any reasonable fee required;
- 3.1.15 co-operate with other bodies and to exchange information and advice with them;
- 3.1.16 establish or support or aid in the establishment and support of any organisation formed for objects similar to any or all of the Objects;
- 3.1.17 enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects;
- 3.1.18 acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects;
- 3.1.19 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.20 provide or procure the provision of advice;

- 3.1.21 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes, instructional matter and any other form of information in or on any media;
- 3.1.22 promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- 3.1.23 subject to article 4.2:
  - (a) employ and remunerate any person or persons as necessary for the proper pursuit of the Objects; and
  - (b) make reasonable provision for the payment of pensions for employees and their dependents;
- 3.1.24 take out such insurance policies as are necessary to protect the Charity;
- 3.1.25 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with and subject to the conditions in section 189 of the Charities Act;
- 3.1.26 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.27 alone or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities are confined to those permitted by law;
- 3.1.28 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.1.29 provide and assist in the provision of money, materials or other aid;
- 3.1.30 act as trustee and to undertake and execute charitable trusts;
- 3.1.31 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects similar to the Objects;
- 3.1.32 pay out of the funds of the Charity the costs incurred in connection with the formation and registration of the Charity as a company and as a charity; and

3.1.33 do anything lawful which is calculated to further the Objects or is conducive or incidental to doing so.

3.2 In carrying out its Objects and exercising its Powers, the Charity shall seek to ensure that it reflects the diversity of the community in which it operates and that all services are equally accessible.

#### **4 Application of income and property**

4.1 The income and property of the Charity shall only be applied to promote the Objects.

4.2 Except as provided below, no part of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Charity. This shall not prevent any payment in good faith by the Charity of:

4.2.1 a benefit to any Member in the capacity of a beneficiary of the Charity;

4.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Charity, provided that article 5 applies if such a Member is a Trustee;

4.2.3 interest on money lent by a Member to the Charity at a reasonable and proper rate;

4.2.4 reasonable and proper rent for premises demised or let by a Member to the Charity;  
and

4.2.5 any payment to a Member who is also a Trustee which is permitted under article 5.

#### **5 Benefits and payments to Trustees and Connected Persons**

5.1 A Trustee:

5.1.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;

5.1.2 may benefit from trustee indemnity insurance purchased by the Charity in accordance with section 189 of the Charities Act;

5.1.3 may receive payment under an indemnity from the Charity in the circumstances set out in article 39;

- 5.1.4 may not receive any other benefit or payment from the Charity unless it is authorised by this article 5.
- 5.2 Unless the benefit or payment is permitted under article 5.3, no Trustee (including a Member who is also a Trustee) or Connected Person may:
  - 5.2.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
  - 5.2.2 sell goods, services, or any interest in land to the Charity;
  - 5.2.3 be employed by, or receive any remuneration from the Charity; or
  - 5.2.4 receive any other financial benefit from the Charity.
- 5.3 A Trustee or a Connected Person may:
  - 5.3.1 receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way;
  - 5.3.2 enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;
  - 5.3.3 subject to article 5.4, enter into a contract for the supply of goods to the Charity that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person;
  - 5.3.4 receive reasonable and proper rent for premises let to the Charity;
  - 5.3.5 receive interest at a reasonable and proper rate on money lent to the Charity;
  - 5.3.6 take part in the normal trading and fund-raising activities of the Charity on the same terms as members of the public; and
  - 5.3.7 receive or retain any payment or benefit for which prior written authorisation has been obtained from the Charity Commission.
- 5.4 The Charity and its Trustees may only rely on the authority provided by article 5.3.3 if each of the following conditions is satisfied:

- 5.4.1 the amount or maximum amount of the payment for the goods:
- (a) is set out in an agreement in writing between the Charity and the Trustee or Connected Person supplying the goods (the Supplier) under which the Supplier is to supply the goods in question to the Charity;
  - (b) does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- 5.4.2 the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;
- 5.4.3 the Supplier:
- (a) is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Charity by them;
  - (b) does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and
- 5.4.4 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by article 5.
- 5.5 In article 5.3 and article 5.4, the "Charity" includes any company in which the Charity:
- 5.5.1 holds more than 50% of the shares; or
  - 5.5.2 controls more than 50 % of the voting rights attached to the shares; or
  - 5.5.3 has the right to appoint one or more Trustees to the company.
- 5.6 A Trustee's duty under the Act to avoid a conflict of interest with the Charity does not apply to any transaction authorised by this article 5.

## **6 Winding up**

6.1 On the winding up or dissolution of the Charity, after provision has been made for all its debts and liabilities, any assets or property that remain (the Charity's remaining assets) shall not be paid or distributed to the Members but shall be applied or transferred:

6.1.1 directly for one or more of the Objects;

6.1.2 to any charity or charities for purposes similar to the Objects; or

6.1.3 to any charity or charities for particular purposes falling within the Objects.

6.2 The decision on who is to benefit from the Charity's remaining assets, pursuant to article 6.1, may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Trustees at or before the time of winding up or dissolution.

6.3 In the event that no resolution is passed by the Members or by the Trustees in accordance with this article, the Charity's remaining assets shall be applied for charitable purposes as directed by the court or the Charity Commission.

## **7 Liability of Members**

7.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:

7.1.1 payment of the Charity's debts and liabilities contracted before he ceases to be a Member,

7.1.2 payment of the costs, charges and expenses of the winding up, and

7.1.3 adjustment of the rights of the contributories among themselves.

## **8 Members**

8.1 The Trustees from time to time shall be the only Members. A Trustee shall become a Member on becoming a Trustee.

8.2 The Charity shall maintain a register of Members in which shall be recorded the name and address of every Member and the dates on which they became a Member. Any person ceasing to be a Member shall be removed from the Register.

8.3 Membership is not transferable.

## 9 Termination of membership

9.1 A Member shall cease to be a Member if they:

9.1.1 cease to be a Trustee; or

9.1.2 die.

## 10 Meetings of Members

10.1 The Charity may but is not required to hold an Annual General Meeting in any year.

10.2 Members must annually:

10.2.1 receive the accounts of the Charity for the previous Financial Year;

10.2.2 receive a written report on the Charity's activities; and

10.2.3 appoint reporting accountants or auditors for the Charity.

10.3 Notice of Annual General Meetings, inviting public attendance shall be displayed in accessible public places so as to promote the Charity.

10.4 Members of the public may speak only at the invitation of the Chair.

10.5 All general meetings other than Annual General Meetings shall be called General Meetings.

10.6 The Trustees may call a General Meeting of the Members at any time.

10.7 Members holding between them ten per cent or more of the total voting rights may require the Trustees to call a General Meeting at any time.

10.8 General Meetings shall be called on notice, being:

10.8.1 twenty-one Clear Days for an Annual General Meeting and a General Meeting called for the passing of a resolution appointing a person as a Trustee; and

- 10.8.2 fourteen Clear Days for all other General Meetings, including for the avoidance of doubt (but not limited to), a General Meeting called for the passing of special resolution.
- 10.9 A general meeting may be called by shorter notice if it is so agreed:
- 10.9.1 in the case of an Annual General Meeting, by all Members entitled to attend and vote thereat;
- 10.9.2 in the case of a General Meeting, by a majority in number of Members having a right to attend and vote at the meeting who together hold not less than ninety five per cent of the total voting rights exercisable at such meeting.
- 10.10 The notice must specify the date, time and place of the meeting and for a General Meeting, the general nature of the business to be transacted at the meeting. If the meeting is to be an Annual General Meeting, the notice must say so. If the meeting is convened to consider a special resolution, the text of the resolution and the intention to propose the resolution as a special resolution shall also be specified. The notice must also contain a statement setting out the right of Members to appoint a proxy under section 324 of the 2006 Act and article 12 of these Articles.
- 10.11 Proceedings at a General Meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission by the Charity.
- 10.12 No business shall be transacted at any General Meeting unless a quorum is present. A quorum is twenty five per cent of Members who are eligible to vote in person or by proxy.
- 10.13 The meeting shall be adjourned to such time and place as the Trustees shall determine if:
- 10.13.1 a quorum is not present in person or by proxy within half an hour from the time appointed for the meeting; or
- 10.13.2 during a meeting a quorum ceases to be present.
- 10.14 The Trustees must reconvene the meeting and must give at least seven Clear Days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 10.15 If no quorum is present in person or by proxy at the reconvened meeting with fifteen minutes of the time specified for the start of the meeting the Members present at that time shall constitute the quorum for that meeting.

11 **Reconvening**

- 11.1 The Members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 11.2 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 11.3 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 11.4 If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven Clear Days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

12 **Proxies**

- 12.1 A Member is entitled to appoint another person as his proxy, to exercise all or any of his rights to attend and to speak and vote at a meeting of the Charity.
- 12.2 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):

"Victim Support

I being a Member of the above named charity, hereby appoint ....., or failing him/her, ....., or failing him/her, ....., as my proxy to vote in my name and on my behalf at the General Meeting of the Charity to be held on .....20...., and at any adjournment thereof.

Signed on ..... 20...."

- 12.2.1 Where it is desired to afford Members an opportunity of instructing the proxy how to act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve);

"Victim Support

I....., being a Member of the above named charity, hereby appoint ....., or failing him/her, ....., or failing him/her, ....., as my/our proxy to vote in my name and on my behalf at the General Meeting of the Charity to be held on .....20...., and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 \*for \*against

Resolution No. 2 \*for \*against

\*Strike out whichever is not desired

Unless other instructed, the proxy may vote as s/he thinks fit or abstain from voting.

Signed on ..... 20....."

12.3 The appointment of a proxy and any authority under which it is executed (or a copy of such authority certified by a notary or in some other way approved by the Trustees) may be lodged with the Charity as follows:

12.3.1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

12.3.2 in the case of an appointment contained in an electronic communication, where an address had been specified for the purpose of receiving electronic communications;

- (a) in the notice convening the meeting, or
- (b) in any instrument of proxy sent out by the Charity in relation to the meeting, or
- (c) in any invitation contained in an electronic communication to appoint a proxy issued by the Charity in relation to the meeting, it must be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposed to vote;

- 12.3.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
  - 12.3.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the person chairing the meeting or to the secretary or to any Trustee.
- 12.4 An appointment of proxy which is not deposited, delivered or received in a manner described in Article 12.3 shall be invalid.
- 12.5 A vote given or poll demanded by proxy or by the duly authorised representative of a Member which is an organisation shall be valid even if the authority of the person voting or demanding a poll has been determined unless notice of the determination was received by the Charity at:
- 12.5.1 its registered office, or
  - 12.5.2 at such other place at which the instrument of proxy was duly deposited, or
  - 12.5.3 (where the appointment of the proxy was contained in an electronic communication) at the address at which such appointment was duly received
- before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

### 13 **Chair**

- 13.1 The chair of Trustees shall chair General Meetings of the Charity or, if they are absent, the vice-chair of Trustees shall act as chair. If neither the chair nor the vice-chair of Trustees is present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.

### 14 **Voting**

- 14.1 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded by:
- 14.1.1 the person chairing the meeting; or

- 14.1.2 a Member or Members present in person or by proxy representing not less than one tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 14.2 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote.
- 14.3 If there is an equality of votes, whether on a show of hands or on a poll, the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.
- 14.4 Unless a poll is demanded, the declaration of the Chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.
- 14.5 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 14.6 If the demand for a poll is withdrawn, the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 14.7 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Members) and who may fix a time, date and place for declaring the results of the poll.
- 14.8 A poll must be taken within thirty days after it has been demanded.
- 14.9 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 14.10 A poll demanded on any other question must be taken either immediately or at such time, date and place as the person who is chairing the meeting directs.
- 14.11 If the poll is not taken immediately, at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken unless the time, date and place of the poll are announced at the meeting at which it is demanded.
- 14.12 If a poll is demanded, the meeting may continue to deal with any other business that may be conducted at the meeting.

- 14.13 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 14.14 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.
- 15 **Written resolutions**
- 15.1 Subject to article 15.4, a written resolution of the Members passed in accordance with this article 15 shall have effect as if passed by the Members in a General Meeting. A written resolution is passed:
- 15.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members;  
or
- 15.1.2 as a Special Resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.
- 15.2 Where a resolution is proposed as a written resolution of the Charity, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 15.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a Special Resolution, shall be passed as an ordinary resolution.
- 15.4 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his term of office may not be passed as a written resolution.
- 15.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 15.6 A Member signifies their agreement to a proposed written resolution when the Charity receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the

- resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
- 15.6.1 if the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the person sending it;
  - 15.6.2 if the document is sent to the Charity in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if it is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 15.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
  - 15.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
  - 15.9 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Act.
  - 15.10 The Members may require the Charity to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.
- 16 Trustees**
- 16.1 The number of Trustees shall not be less than five and (unless otherwise determined by ordinary resolution) shall be subject to a maximum of twelve.
  - 16.2 A Trustee must be a Natural Person aged eighteen years or older.
  - 16.3 No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of article 21.
  - 16.4 The Charity shall actively promote a board membership which includes a range of skill, experience and knowledge in keeping with the pursuance of its Objects.
  - 16.5 A Trustee may not appoint an alternate Trustee or anyone to act on their behalf at meetings of the Trustees.

## 17 **Powers of Trustees**

- 17.1 Subject to the provisions of the Act, the Articles and any Special Resolution, the Trustees shall be responsible for the management of the Charity's business and may exercise all the powers of the Charity for that purpose.
- 17.2 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Trustees.
- 17.3 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.
- 17.4 The Trustees shall have the power to make such reasonable rules and regulations (including terms of reference as referred to in article 30) for the proper conduct and management of the Charity provided they are consistent with these Articles and the Act.

## 18 **Appointment of Trustees**

- 18.1 The Charity may at an Annual General Meeting or any General Meeting appoint any person who is willing to act as a Trustee, and who is permitted by law to do so.
- 18.2 Where a maximum number of Trustees has been fixed, the appointment of a Trustee must not cause that number to be exceeded.
- 18.3 No person, including a Trustee retiring may be appointed a Trustee at an Annual General Meeting or General Meeting unless he or she has been nominated in accordance with these Articles or any rules or regulations relating to the same established pursuant to article 17.4.
- 18.4 The nominees shall be appointed by the Members by ordinary resolution at an Annual General Meeting or General Meeting. All Members are entitled to receive notice of any resolution to be put to the meeting to appoint a Trustee, in accordance with article 10.8.
- 18.5 If there are more nominees than Trustee vacancies, an election shall be carried out. The election of Trustees shall be conducted in accordance with these Articles and any rules or regulations relating to the same established pursuant to article 17.4.

## 19 **Co-option of Trustees**

- 19.1 Subject to article 16.1, the Trustees may at any time co-opt any person to be appointed as a Trustee either to fill a vacancy in their number or as an additional Trustee to ensure a wide availability of relevant skills.

19.2 There shall be no more than four Co-opted Trustees at any one time. Any Co-opted Trustee shall hold office for a term not exceeding one year to be determined by the Trustees at the time of co-option.

19.3 All Co-opted Trustees shall:

19.3.1 have all of the powers and responsibilities of Trustees;

19.3.2 at all times be subject to resolutions of the Trustees and may be removed from office by a resolution of the Trustees; and

19.3.3 be entitled to attend, receive notice of and vote at meetings of the Trustees.

19.4 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 20 Retirement of Trustees

20.1 All Trustees except Co-opted Trustees shall be appointed for a term of three years.

20.2 Subject to article 20.3, no Trustee shall be eligible to serve as Trustee for more than two consecutive full terms, each of three years.

20.3 The Trustees may, in exceptional circumstances and where the Trustees consider it would be in the best interests of the Charity, permit a Trustee to serve more than two consecutive full terms, provided that in no circumstances may any Trustee serve as Trustee for more than nine consecutive years.

20.4 After two consecutive full terms or where the Trustees resolve otherwise pursuant to article 20.3, a break of one year shall elapse before an individual is again eligible for election as a Trustee.

## 21 Disqualification and removal of Trustees

21.1 A Trustee shall cease to hold office if they:

21.1.1 are removed by ordinary resolution of the Charity pursuant to the Act;

21.1.2 cease to be a Trustee by virtue of any provision in the Act or are prohibited by law from being a Trustee;

21.1.3 are disqualified from acting as a charity trustee by virtue of the Charities Act;

- 21.1.4 cease to be a Member of the Charity;
- 21.1.5 have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- 21.1.6 in the written opinion of a registered medical practitioner who is treating the Trustee, have become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- 21.1.7 resign by written notice to the Charity, provided that at least five Trustees will remain in office once the resignation takes effect;
- 21.1.8 are absent from all the meetings of the Trustees held within a period of six consecutive months, without the permission of the Trustees, and the Trustees resolve that their office be vacated;
- 21.1.9 are removed from office by a resolution of the Trustees that it is in the best interests of the Charity that their office be vacated passed at a meeting at which at least half of the Trustees are present. Such a resolution must not be passed unless:
  - (a) the Trustee has been given at least 14 Clear Days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and
  - (b) the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the Trusteeship of a Trustee.

## 22 Office Holders

- 22.1 The Trustees shall appoint all Office Holders.
- 22.2 The Secretary need not be appointed as a Trustee and all other Office Holders shall become Trustees on appointment, unless they are already a Trustee.

**23 Proceedings of Trustees**

23.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.

23.2 The Trustees shall meet at least two times a year.

23.3 Acts done by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall not be invalidated by the subsequent realisation that:

23.3.1 the appointment of any such Trustee or person acting as a Trustee was defective;  
or

23.3.2 any or all of them were disqualified; or

23.3.3 any or all of them were not entitled to vote on the matter.

**24 Calling a Trustees' meeting**

24.1 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to the Trustees or by authorising the company secretary (if any) to give such notice.

24.2 Notice of a meeting of the Trustees must be given to each Trustee, but need not be in writing. The notice must specify:

24.2.1 the time, date and place of the meeting;

24.2.2 the general particulars of the business to be considered at the meeting; and

24.2.3 if it is anticipated that the Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

**25 Participation in Trustees' meetings**

25.1 Any Trustee may participate in a meeting of the Trustees in person or by means of video conference, telephone or any suitable electronic means agreed by the Trustees and by which all those participating in the meeting are able to hear and speak with all other participants.

25.2 If all the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

**26 Quorum for Trustees' meetings**

- 26.1 The quorum shall be four or the number nearest to one third of the total number of Trustees, whichever is greater or such larger number as may be decided from time to time by the Trustees.
- 26.2 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 26.3 If the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision to appoint further Trustees.

**27 Chairing Trustees' meetings**

- 27.1 The Trustees shall appoint (and may at any time revoke such an appointment) one of their number as chair of Trustees and may determine the length of term for which the chair of Trustees is to serve in that office, although that term may be renewed or extended. On the same basis, the Trustees may also appoint one of their number as vice-chair of Trustees.
- 27.2 If at any meeting of the Trustees neither the chair nor vice-chair of Trustees, if any, is participating in the meeting within ten minutes of the time at which it was to start, the participating Trustees must appoint one of themselves to chair the meeting.
- 27.3 The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by the Articles or delegated to him or her by the Trustees.

**28 Decision-making by Trustees**

- 28.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with article 29.
- 28.2 Each Trustee has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

**29 Unanimous decisions by Trustees**

- 29.1 A decision of the Trustees is taken in accordance with this Article when all eligible Trustees indicate to each other by any means that they share a common view on a matter.
- 29.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing.
- 29.3 References in this Article to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.
- 29.4 A decision may not be taken in accordance with this article if the eligible Trustees would not have formed a quorum at such a meeting.

**30 Delegation by Trustees**

- 30.1 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising at least one Trustee.
- 30.2 The Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of the Charity to any person or committee.
- 30.3 The terms of reference of a committee may include conditions imposed by the Trustees, including that:
  - 30.3.1 the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate; and
  - 30.3.2 no expenditure or liability may be incurred on behalf of the Charity except where approved by the Trustees or in accordance with a budget previously agreed by the Trustees.
- 30.4 Persons who are not Trustees may be appointed as members of a committee, subject to the approval of the Trustees.
- 30.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.

- 30.6 The terms of any delegation to a committee shall be recorded in the minute book.
- 30.7 The Trustees may revoke or alter a delegation.
- 30.8 All acts and proceedings of any committee shall be fully and promptly reported to the Trustees.

**31 Conflicts of interest**

- 31.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.
- 31.2 A Trustee must absent themselves from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).
- 31.3 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
- 31.3.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- 31.3.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
- 31.3.3 the unconflicted Trustees consider it is in the interests of the charity to authorise the conflict of interests on such terms as they think fit in the circumstances applying.

In this article 31.3 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

**32 Secretary**

- 32.1 The Trustees may appoint any person who is willing to act as the secretary for such term at such remuneration and on such conditions as the Trustees think fit. From time to time the Trustees may decide to remove such person and to appoint a replacement.

32.2 A secretary who is also a Trustee may not be remunerated, otherwise than as permitted by these Articles.

**33 Change of company name**

33.1 The name of the Charity may be changed by:

33.1.1 decision of the Trustees; or

33.1.2 a Special Resolution of the Members,

or otherwise in accordance with the Act.

**34 Minutes**

34.1 The Trustees shall cause the Charity to keep the following records in writing and in permanent form:

34.1.1 minutes of proceedings at General Meetings;

34.1.2 minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;

34.1.3 copies of resolutions of the Charity and of the Trustees, including those passed otherwise than at General Meetings or at meetings of the Trustees; and

34.1.4 particulars of appointments of officers made by the Trustees.

**35 Seal**

35.1 The seal, if any, may only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees.

35.2 The Trustees may determine by what means and in what form the seal is to be used.

35.3 Unless otherwise decided by the Trustees, if the seal is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

35.4 For the purposes of this Article, an authorised person is:

35.4.1 any Trustee;

35.4.2 the secretary (if any); or

35.4.3 any person authorised by the Trustees for the purpose of signing documents to which the seal is applied.

## **36 Records and accounts**

36.1 The Trustees shall comply with the requirements of the Act and the Charities Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

36.1.1 annual reports;

36.1.2 annual returns; and

36.1.3 annual statements of account.

36.2 Accounting records relating to the Charity must be made available for inspection by any Trustees at any reasonable time during normal office hours.

36.3 A copy of the Charity's latest available statement of account shall be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs of fulfilling the request, within two months of such request.

## **37 Communications**

37.1 Any notice to be given to or by any person pursuant to the Articles must be:

37.1.1 in writing; or

37.1.2 given using electronic communications,

to an address for the time being notified for that purpose to the person giving the notice. In this Article 37.1, 'address', in relation to electronic communications, includes any number or address used for the purposes of such communications.

37.2 The Charity may give any notice to a Member, either:

37.2.1 personally; or

- 37.2.2 by sending it by post in a prepaid envelope addressed to the Member at his or her address; or
  - 37.2.3 by leaving it at the address of the Member;
  - 37.2.4 by giving it using electronic communications to the Member's address; or
  - 37.2.5 by posting it on a website after giving notice of the website address to Members.
- 37.3 A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.
- 37.4 A Member present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 37.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 37.6 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators, current as at the date such notice was sent, shall be conclusive evidence that the notice was given.
- 37.7 A notice shall be deemed to be given:
- 37.7.1 forty eight hours after the envelope containing it was posted; or
  - 37.7.2 in the case of an electronic communication, forty eight hours after it was sent.

## 38 Irregularities

- 38.1 The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

## 39 Indemnity

- 39.1 Subject to article 39.2, but without prejudice to any indemnity to which they may otherwise be entitled, every Trustee and the Secretary, or former Trustee or Secretary of the Charity

shall be indemnified out of the assets of the Charity in relation to any Properly Incurred Liability in that capacity.

- 39.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.



“Victim Support was there for me emotionally, answering all my questions, explaining every step of the way to me.”

“Victim Support cared, and helped me through everything. I would not have made it this far without them.”

### **How we can help**

We are an independent charity offering free, confidential support to people affected by crime and traumatic incidents.

You do not have to report a crime to receive support from us. We can help in the following ways:

- Personal support with a specially trained person, in a way that works for you. Speak in confidence, ask questions and get advice and emotional support.
- Putting you in touch with other specialist help, services or support.
- Advice and support in applying for compensation or financial assistance if you are eligible. (You will need to report the crime to the police in order to apply.)

directly affected, and we help parents and carers to support children coping with the impact of crime.

### **Diversity matters and we value it**

We are committed to supporting the needs of the diverse communities we serve. We can provide interpreters and information in alternative formats. If you have additional needs please let us know so we can put the right support in place.

### **How to get in touch**

Our contact details are on the back cover of this leaflet. You can call us weeks, months or even years after a crime.

We are always here to listen and help.

Visit [victimsupport.org.uk](https://www.victimsupport.org.uk) for more information and to find services near you.



## How we can help you after a crime

We are an independent charity offering free, confidential support to people affected by crime and traumatic incidents.

For information and support, contact us by:

- calling: Supportline **08 08 16 89 111**
- using Next Generation Text (add **18001** before any of our phone numbers)
- online: **victimsupport.org.uk**

To find out how you can help us, visit **victimsupport.org.uk/get-involved**

**victimsupport.org.uk**

**f** VictimSupport **@VictimSupport**

Published by VS  
President: HRH The Princess Royal  
VS: Hallam House,  
56-60 Hallam Street, London W1W 6JL  
Telephone: 020 7268 0200

Charity registration: 298028 Company no: 2158780  
Registered in England. Limited by guarantee.  
Registered office as above.

**Business  
Disability  
Forum**

Building  
disability-smart  
organisations



**Leaders in Diversity**



**victimsupport.org.uk**

01



## Sandown Town Council Medium Term Financial Strategy

This strategy is an overarching medium term financial strategy that the Council will follow when making financially relevant decisions.

1. Value for Money.

The Council will always seek to obtain best value for money in all its financially relevant decisions (this does not necessarily mean accepting the lowest tender in any contract).

2. Maintaining its assets

The Council will budget monies to provide anticipated maintenance cost for all the facilities the Council runs (2021, 2022 & 2023 budget decision).

3. Replacement of facilities and equipment

The Council will make financial provision for the replacement of facilities and equipment. Money will be budgeted and placed in council reserves for the replacement of facilities/equipment the council operates, based on an anticipated life of the facility/equipment (2021, 2022 & 2023 budget decision).

4. Reserves.

- (i) The Council will hold a minimum of 3 months of net revenue expenditure in general reserves<sup>1</sup>.
- (ii) Monies allocated to the above provision (3 above) to be ringfenced for that provision and detailed in the Council budget reserves. Monies may, exceptionally, be vired from these reserves by a Council decision.

5. Broadway Centre.

The Broadway is a community asset, and whilst hire charges to users will defray running costs, it is not expected to be run as profit centre. Hire charges will be reviewed and adjusted, if necessary, on an annual basis.

6. Public Toilets.

The Council will look to offset running cost of its various facilities by charging a reasonable charge (not necessarily to make a profit/cover running costs).

7. Grant Funding.

The Council will look to obtain grant funding at all opportunities.

8. Inflationary Budget Increases.

The Council will budget to deal with inflationary increases in running costs so that it does not cut services (2021, 2022 & 2023 budget decision).

9. Investments:

See [Reserves and Investments](#) policy.

---

<sup>1</sup> As outlined by the [Joint Panel on Accountability and Governance Practitioners Guide 2022](#) sections 5.32 – 5.34.



## Town Clerks Report

**Date** 20 March 2023  
**Prepared by** Town Clerk

### **1. ADMINISTRATION**

- 1.1. Meeting with Isle of Wight Council regarding Yaverland Business Rates
- 1.2. Continued training of Office Administrator.
- 1.3. Set up for 2023/2024 Accounts
- 1.4. Preparation for 2022/2023 year end.
- 1.5. Further meetings with Isle of Wight Council (IWC) officers regarding the Draft Sandown Conservation Area Management Plan.
- 1.6. Administration of Lake Parish Council and back office.
- 1.7. Additional work regarding call-in of Budget Decision and unofficial Extraordinary General Meeting.
- 1.8. Work on Expression of Interest for grant funding.
- 1.9. Review of Equality and Diversity Policy and processes.

### **2. ADVERTS, PUBLICITY AND EVENTS**

- 2.1. Updates to the LPC website reflect current NALC guidance.
- 2.2. Briefing with Sandown sprint 2023 organisers.
- 2.3. Facilitate meeting regarding Sandown Post Office
- 2.4. Meeting with school regarding Coronation and support grant.

### **3. BEACHES**

- 3.1. On-going issues with drainage at Yaverland toilets.

### **4. BROADWAY CENTRE**

- 4.1. Continued cover for staff absences to facilitate bookings.
- 4.2. Interim cleaning arrangements due to staff absences
- 4.3. Obtaining quotations to repair guttering
- 4.4. Survey to confirm cracking is not structural.

## **5. CIVIC SPACE**

- 5.1. Review of Los Altos maintenance costs.
- 5.2. Taking forward High Street Task Force and Bay economic regeneration

## **6. SANDHAM GROUNDS**

- 6.1. Meeting with contractors regarding repairs and maintenance at Sandham Grounds.
- 6.2. Ongoing insurance issue.
- 6.3. Drafting of Expression of Interest for grant funding with Resilience Officer and Bay Regeneration Officer to progress sourcing grant funding for site.
- 6.4. Desk top review of remedial works and repairs at Sandham Grounds with local contractor.
- 6.5. Treatment of Moles
- 6.6. Grounds works to repair damage to grass areas following flooding.

## **7. TOILETS**

- 7.1. On-going issues with drainage at Yaverland.
- 7.2. Arrangements for opening of Eastern Gardens
- 7.3. Work with the Isle of Wight Council to source funding for a further accessibility project.
- 7.4. Further correspondence with Southern Water regarding Eastern Gardens.



## Working Parties Update (Briefing Note)

**Date** 20 March 2023  
**Prepared by** Town Clerk

### **1. PUBLIC REALM (PROJECTS) WORKING PARTY MEETING**

- 1.1. The working party met on Monday, 27 February 2023
- 1.2. Cllrs Alex Lightfoot (Chair), Frank Baldry, Sue Betts, Ian Fletcher, Jenny Hicks, Heather Humby, Paddy Lightfoot, Toby Wilcock were present with Todd Miller and Richard Priest.
- 1.3. Beach accessible wheelchair project – Todd updated members on the recent successful grant application, for an accessible wheelchair for young people, to operate alongside the larger accessible beach wheelchair, with storage at Eastern Gardens.
- 1.4. Todd highlighted that the work with Sandown has secured the funding, which is part of the longer-term strategy to enhance accessibility to the beach around Eastern Gardens, in the first instance. Members congratulated Todd on the success of the projects, as well as his personal success as a national trainer, which allows training the trainer courses to build local capacity.
- 1.5. Sea Safe 2023 – Todd reported on the success of the 2022 initiative, the significant take up in the Bay and the participation of local schools. Todd outlined plans for 2023, which will be formally announced in due course, and the recruitment of lifeguards for the 2023 season.
- 1.6. Members appreciated the value and certainty of the 5-year agreement, lining up with the annual installation of the Buoys, and support of Sandown & Shanklin Independent Lifeboat Service. The Lifeguard Station has been a major asset and reflects the longer development plan for beach safety in Sandown and with partner agencies.
- 1.7. Blue Flag submission (completed) – members noted the work that had gone into the submission, and the additional information required in 2023. Clerks had highlighted the additional investment made, such as the lifeguard station, and the impact that Sea Safe had had. Members noted that the service did extend beyond the designated area, from around the Pier to the Groyne near Eastern Gardens.
- 1.8. Members also noted the value of the walkie-talkies and links to concessionaires, with longer term planning benefitting provision, securing separate grant funding, such as potential additional resources for 2023, and ensuring a co-ordinated approach to beach safety in Sandown, with partner agencies fully involved.

*Mr Miller left the meeting.*

- 1.9. Eastern Gardens arrangements – Members were updated on the new provision, and an option for Eastern Gardens with Changing Places funding possible, with the Clerk trying to arrange a briefing for a date in March before the next meeting of the Full Council. Fencing for Eastern Gardens was due to arrive early in March, with gates built and ready for installation.
- 1.10. Future joint projects, and link to Place Plan – members discussed the benefit of the arrangements in place, and the certainty of provision, in particular as regards recruitment for the Beach Safety service, enabling planning and the securing of grants, such as additional wheelchair and sea safe. Members also discussed how this fitted into the Place Plan project, with the Mayor circulating all members a briefing note and suggesting a briefing for all Bay councillors.
- 1.11. Members also discussed Beach Toy Library, link to youth project, potential working party briefing regarding the Sandown Sprint and clarification of toilet provision at Yaverland, with Browns and Dinosaur Island situation noted, and link to High Street Task Force.

## **2. EVENTS WORKING PARTY MEETING**

The working party had not met since the last meeting of Full Council, but outline activities agreed for the Coronation to be developed as soon as possible.

## **3. JOINT MEETING PUBLIC REALM (ASSETS) WORKING PARTY MEETING AND PUBLIC ENGAGEMENT WORKING PARTY MEETING**

- 3.1. Present – Cllrs Alex Lightfoot (Chair), Sue Betts, Frank Baldry, Paddy Lightfoot and Ian Ward
- 3.2. The working party met on Tuesday, 7 March 2023.
- 3.3. Members appreciated opportunity to discuss taking forward Yaverland project further to last meeting of Town Council, and in line with responses from consultation.
- 3.4. Members noted proposal to remove urinals from location, after Sandown Sprint – discussion with organisers agreed ongoing discussion for future years events.
- 3.5. The Clerk would liaise with contractors regarding serving Yaverland Toilets for the Sprint – invite to briefing on morning of Monday 13 March 2023.
- 3.6. Members agreed signage to deter grey waste at Yaverland, Clerk to circulate draft and include contractors and IWC.
- 3.7. Members agreed to take forward consultation and engagement regarding re-provision at Yaverland, to include number of units, possible inclusion of showers, number of accessible units, colour and similar questions as included with Eastern Gardens initiative, and to be developed by working party.
- 3.8. Members agreed to follow PWLB guidance on financial information required for application, and liaise with IWALC as part of process.

- 3.9. The final proposal would be presented to Full Council Meeting once stages have been completed.
- 3.10. There will be an initial tendering process to identify potential costs, in line with process followed for Eastern Gardens, with recommendation for Full Council to instigate Tendering Exercise and identify indicative costs for the project, and the project to work around key dates.
- 3.11. Members recognised the ongoing repair and maintenance costs incurred at Yaverland, the need to improve accessibility and other post covid improvements, such as single cubicles and contactless payments.
- 3.12. Members noted the current situation regarding Pier Street Development and are mindful of implications for the Summer, with update from IWC awaited.
- 3.13. There was no update on Pier Street Toilets, however, should there be a need working parties would take forward Pier Street Toilet project, reporting back to Full Council, if appropriate and subject to discussions with IWC and developer, but members are mindful of timescales and Isle of Wight Council economic regeneration priorities.
- 3.14. Members noted arrangements for Sandown Sprint and more details to be circulated when and as available.

#### RECOMMENDATION

THAT the Public Realm (Assets) and Public Engagement working parties initiate the public consultation and engagement, tendering process, and initial contact with PWLB, to develop the project and report to Full Council.

- 3.15. Members had also received a quotation for replacement of the guttering at the Broadway Centre.
- 3.16. Three companies had been contacted with only one quotation returned. It was felt that it was necessary to proceed with the works to avoid damage to the building as a result of leaking gutters.

#### RECOMMENDATION

THAT the Broadway Centre guttering be replaced at a cost of £1,750.

- 3.17. A further briefing was held on Monday, 13 March 2023 on Changing Places with a verbal update to be provided to members on 20 March 2023.

#### **4. PUBLIC ENGAGEMENT WORKING PARTY MEETING**

- 4.1. The working party met jointly with the Public Realm (Assets) Working Party.





# Item 8 - Paper K

## Equality Duties (Informal Briefing Note)

**Date** 20 March 2023  
**Prepared by** Town Clerk

### 1. BACKGROUND

- 1.1. Cllr Brothers has regularly challenged the council regarding its equality duties.
- 1.2. Cllr Brothers has requested copies of the councils Equality Impact Assessment to support the budget and other decisions, and suggested the council was failing to comply with its duties under the Equality Act 2010 by failing to publish such a document.
- 1.3. This paper seeks to reassure Council that it is compliant in this matter.

### 2. DUTIES

- 2.1. The Equality Act 2010 requires public bodies to have “due regard” to the need to eliminate unlawful discrimination, advance equal opportunities, foster good relations.
- 2.2. “Due regard” is not prescribed but is accepted as consciously thinking about the three aims during decision making.
- 2.3. The Equality Act 2010 (Specific Duties) Regulations 2011 provides the specific duties in relation to the Equality Act.
- 2.4. The specific duties are:  
“to publish information to show their compliance with the Equality Duty, at least annually; and  
set and publish equality objectives, at least every four years”
- 2.5. Local council’s meet this duty by publishing an Equality and Diversity Policy, which includes their objectives, how they will have due regard to the equality duty and reviewing it annually.
- 2.6. The town council has a published policy which was last reviewed and approved in May 2022.
- 2.7. Following review of the policy, officers recommend the policy is brought in line with NALCs model policy.

### **3. EQUALITY IMPACT ASSESSMENTS**

3.1. The government has issued guidance on the Equality Act 2010<sup>1</sup>.

3.2. The guidance for public sectors states:

“The specific duties do not require public bodies to prepare or publish equality schemes, equality action plans, equality impact assessments, or separate annual reports on equality”.

“It is up to each public body to decide for itself what information it publishes to show its compliance with the Equality Duty. This will vary greatly, depending on the size of the body; the range of functions it performs; and the extent to which those functions could affect equality. There is no prescribed format. For most public bodies, the sensible starting point will be simply to look at what equality information it publishes already, and to consider whether that gives a reasonable picture of progress on equality issues affecting its employees and service users”

(Government Equalities Office, 2011)

3.3. The government briefing paper on the Public Sector Equality Duty and Equality Impact Assessment states:

“The Equality Act 2010 does not require public authorities to carry out EIAs”

And indicates

“The current legal position is that EIAs are one way - but not the only way - for a public authority to demonstrate compliance with the PSED”

(The House of Commons Library, 2020)

3.4. There is some evidence in case law that equality impact assessments can be valuable when defending decisions of public authorities in court. However, the services involved are statutory services and the authorities in question are higher levels of government and have significantly more research and expertise.

3.5. The town council does not have the capacity to undertake detailed assessments for every action. Therefore, officers suggest it would be more proportionate given the councils size and scope, that for any significant decisions, the accompanying briefing paper includes a section which highlights any concerns relating to equality and diversity.

### **4. EQUALITY AND DIVERSITY IN RELATION TO PROPOSED YOUTH SERVICES FUNDING.**

4.1. There is a common misconception that the Equality Act requires that everyone be treated equally. This is not the case and is highlighted in government advice:

---

<sup>1</sup> [Equality Act 2010 \(legislation.gov.uk\)](https://www.legislation.gov.uk)

“The Equality Duty does not require public bodies to treat everyone the same” (Government Equalities Office, 2011) One of the duties in Section 149 of The Equality Act 2010

4.2. The act states the council needs to:

“advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to—

- (a) remove or minimise disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic;
- (b) take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it;
- (c) encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.

4.3. The requirement is to think about different peoples needs and how these can be met. This includes targeting services at a particular characteristic, such as a gender specific service.

4.4. On this basis a “Youth Offer” would not be considered discriminatory. Age is a protected characteristic.

4.5. There is evidence following a reduction in youth services locally, young people are being disadvantaged.

4.6. There is a demonstrated need for services and activities for young people.

4.7. Providing funding to support for a youth would be taking steps to support the needs being met.

## **5. SUMMARY**

5.1. Officers, based on the information available from the government and associated agencies, do not believe the council has been negligent in its duty in regard to the equality duty or specific duties of the Equality Act

5.2. Similarly, the support of Youth Services or other provisions which serve a subset of the community would not be discriminatory.

5.3. Therefore, officers recommend expert legal advise is sought if the council is not confident this is the case.

5.4. Officers also recommend that the Equality and Diversity policy be updated in line with NALC model policies as a matter of good practice.

**6. FURTHER READING:**

[Equality Act 2010: how it might affect you - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

**7. Bibliography**

Government Equalities Office. (2011). *Equality Act 2010: Public Sector Equality Duty What I need to Know*. Crown Copy Right.

Government Equalities Office. (2011). *Equality Act 2010: Specific duties to support the equality duty what do I need to know? A quick start guide for public sector organisations*. London: Crown copyright.

The House of Commons Library. (2020). *The Public Sector Equality Duty and Equality Impact Assesments Briefing Paper 06591*. London: Crown Copy Right.



## SANDOWN TOWN COUNCIL

### MOTIONS WITH WRITTEN NOTICE

This form provides a template for members wishing to propose a motion with written notice.

This form is designed to help with the process of submitting a motion by ensuring all necessary matters have been considered. By working through this template and considering all sections, it is hoped that when the motion comes to council, all the information and other considerations have been dealt with, so that the Council is placed to be able to make a decision rather than having to defer the matter, in order to provide missing information or to take advice.

Please complete each section, the boxes will expand with your text.

If you are unclear on some of the information please contact the Clerk, **at least a week** before the deadline, for information and/or advice. For most motions, you should have worked with the Clerk, or had discussions with other councillors or residents, well before this point.

It is not acceptable to make a request such as "Please add xxx to the next agenda". If you can't complete most of the boxes on this form, then your activity or project isn't ready for a council meeting and needs to be discussed with others as detailed above. If in doubt, please ask.

#### DEADLINE FOR SUBMITTING A MOTIONS WITH WRITTEN NOTICE

All motions for consideration at a Council or Committee meeting must be in writing (see [Standing Orders section 20](#)) with the finished wording and this completed template along with any additional accompanying documents, submitted to the Clerk **no later than 7pm on the Monday two-weeks prior** to the meeting.

#### WORDING FOR AGENDA

Please enter the proposed wording to appear on the Agenda. Remember to make it clear what you are asking your fellow councillors to do at the meeting. "To consider...", "To approve...", "To note...", "To review...". The wording should be as concise as possible, and statements should be avoided. It should be clear to both councillors and public what is being proposed.

To consider the following amendments to standing items on the agenda:

1. **"To receive reports from:**
  1. Town Councillors
  2. Outside Bodies"

and

2. **“TO RECEIVE ANY ENVIRONMENTAL ISSUES RAISED**

To consider any environmental issues raised by the Isle of Wight Council, Environment Agency or other statutory body.”

be removed, with environmental issues to be included and therefore published in the Clerks report.

**And** to consider that Town Councillor reports, and Outside bodies reports can be provided by Councillors to the Clerk in writing. If they are received before the deadline, reports will be published with meeting papers ahead of the meeting.

LEGAL POWER

Does the Council has power to undertake the activity, control of the activity or asset. (ask the Clerk if you don't know).

Yes, these items are not statutory parts of the meeting

BACKGROUND INFORMATION:

**Give any details councillors need in order to make an informed decision** about your motion. This might be why the motion is being brought, an outline of the benefits and implications, what resources it will need, who will lead the activity, what other organisations might be involved. Initially there should be just a few short paragraphs. This will not be included on the agenda proper but used as a supporting document.

I believe that there is work to do in improving the flow of our Town Council Meetings, and ensuring that time is spent debating important policy decisions.

Town Councillor reports are often I attended x meetings or events, sometimes long winded, and regularly of little value. If they do have important contents, by supplying them in writing ahead of time, this allows them to be published, the public to be more easily aware, and questions to be asked.

In terms of forming part of the meeting, Town Council Meetings are to discuss and debate motions and conduct the business of the Town Council. Due to the lack of detail and notice, no actions can come from the agenda items listed. They are essentially AOB (Any other business) given a different name, and incapable of leading to decisions or actions, the Good Councillors Guide and best practice says items such as AOB should be avoided. Having reviewed many other Town Councils agendas, these standing items are typically not present.

Should there be actions that Town Councillors would like to action, they need to be presented as motions, either through working parties, or independently.

SUPPORTING DOCUMENTS:

**Give a list here of documents you are sending** to the Clerk, with this form, to be sent out with meeting papers in support of the motion. These might include a more detailed proposal, a project plan, consultation/research results, quotes or brochures from potential suppliers.

N/A

## EQUALITY AND DIVERSITY:

The council has statutory obligations under the Equality Act 2010 to have due regard to eliminate unlawful discrimination, promote equal opportunities between people from different groups and to foster good relations between people who share a protected characteristic and those who do not. The protected characteristics are; age, disability, gender reassignment, marriage and civil partnership, pregnancy/maternity, race, religion or belief, sex and sexual orientation.

Are there any direct equality and diversity implications arising from your motion?

I do not believe so

What actions would be required to mitigate this:

N/A

## COSTS:

Summary of any costs associated with the decision you are asking the council to make. These might only be outline costs with a recommendation to seek quotes. Remember to include in your list indirect costs such as officer time, VAT or delivery/installation charges.

<i>Item</i>	<i>Amount</i>
Officer Time – Upon discussion with the Clerk and RFO, this would actually lead to a saving of officer time, as reports would not need to be minuted (Councillors would be responsible for producing their own reports), as they are not minuted they also are not open to challenge on accuracy, a process that takes up significant time. This time saving would more than offset the time required to circulate received reports with meeting papers.	

## BUDGET:

Write here the **budget line(s) to be used for the expenditure**, also details such as which financial year the expenditure is expected, where the money will come from if there's not enough budget allocated (you might also be asking for a decision to vire money from another budget line, or look for external funding). You will probably need to talk to the RFO to complete this section

N/A

## RESOLUTION:

Finally, **write here the resolution you want** from the meeting, so: "to resolve that..."

Eg: "...the policy be adopted", "...the quotes be sought", "...option x/y or z be accepted", "...the project move to public consultation". This will be the extent of action that can be taken without another motion being brought to a later council meeting for further consideration. This will also appear on the agenda.

To resolve that the following standing items on the agenda be removed:

1. **"To receive reports from:**

1. Town Councillors
2. Outside Bodies”

and

2. **“TO RECEIVE ANY ENVIRONMENTAL ISSUES RAISED**

To consider any environmental issues raised by the Isle of Wight Council, Environment Agency or other statutory body.”

To resolve that Environmental issues raised be included in the Clerks report.

To resolve that Town Councillor reports, and Outside bodies reports be provided by Councillors to the Clerk. If they are received before the deadline, reports will be published with meeting papers ahead of the meeting.

NAME OF CLLR PROPOSING MOTION:

Alex Lightfoot

DATE:

01/03/23

Please send the completed document to the clerk within the required timelines.