

MINUTES OF THE WELLINGTON TOWN COUNCIL FINANCE MEETING HELD AT UNTIED REFORMED CHURCH HALL ON TUESDAY 15 NOVEMBER 2022 AT 6.30 PM

PRESENT: Councillor M Lithgow (Mayor),
Councillors M Barr, Z Barr, S Booker, A Govier, J Lloyd, M McGuffie and J Thorne

IN ATTENDANCE: David Farrow (Town Clerk), Alice Kendall (Deputy RFO), Annette Kirk (Deputy Clerk)

376 APOLOGIES

Apologies were received and accepted from Councillor Powell-Brace.

377 DECLARATIONS OF INTEREST

Councillors Govier and Lloyd have a standing personal interest declaration relating to MTMIT, the Council's IT consultant, being former customers of the company.

Councillor Thorne has a standing personal interest declaration relating to MTMIT, the Council's IT consultant, being a personal friend of the company owner.

378 PUBLIC PARTICIPATION

No members of the public were present.

379 MINUTES

RESOLVED to approve and sign the minutes of the meeting held 17 October 2022.

380 ACCOUNTING STATEMENTS

(a) TO NOTE AND APPROVE THE BANK RECONCILIATION AS AT 4 NOVEMBER 2022

RESOLVED to note and approve the bank reconciliation.

(b) TO NOTE AND APPROVE EXPENDITURE FOR 12 OCTOBER – 4 NOVEMBER 2022

RESOLVED to note and approve the expenditure as presented.

(c) TO NOTE AND APPROVE INCOME RECEIVED FOR 12 OCTOBER – 4 NOVEMBER 2022

RESOLVED to note and approve the income received as presented.

(d) TO NOTE AND APPROVE THE INCOME AND EXPENDITURE AGAINST THE BUDGET FOR THE 2022-23 YEAR AS AT 4 NOVEMBER 2022

RESOLVED to note and approve the budget report.

381 REVIEW OF DIRECT DEBITS, STANDING ORDERS AND FEES AND CHARGES

RESOLVED to approve the schedule of Direct Debits, Standing orders and Fees and Charges.

382 REVIEW OF SLAs

(a) Reminiscence Learning

A report was circulated with information on a request for further funding following a meeting with the Chief Executive. After some discussion, it was **RECOMMENDED** to Full Council that;

- i. The current Service Level Agreement be terminated by giving three months' notice in writing.
- ii. A new three-year agreement be drawn up to come into effect on 1st April 2023 with funding of £12,000 per year to include the Carers Support Group.
- iii. Funding of £3,125 be paid to support the Carers Group for the five months to the end of the financial year.

383 2023 – 2024 BUDGET

A short paper was circulated with the first draft of the proposed budget. As detailed in the report, it was noted that Precept calculations will be presented to the December meeting for approval at the January Full Council meeting. The budget table was reviewed by each section with input and explanations from the Clerk and Deputy RFO.

It was **RECOMMENDED** to Full Council that the draft budget be accepted as circulated with the following changes implemented.

- i. Councillor's Allowances be increased to £350 each per year (total £5,250) for 23-24 while a remuneration panel review is arranged.
- ii. £1,000 added to the Carnival line should the group need additional funding for next years event
- iii. Remembrance line to be renamed 'Remembrance and Armed Forces Day' and £1,000 total budgeted for both events.

There being no further business, the meeting closed at 8.00 pm.

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Councillor Mark Lithgow
Mayor

Wellington Town Council

Prepared by: Alice Kendall - Deputy RFO
Name and Role (Clerk/RFO etc)

Date: 05/12/2022

Approved by: _____
Name and Role (RFO/Chair of Finance etc)

Date: _____

A	Bank Reconciliation at 05/12/2022		
	Cash in Hand 01/04/2022		768,429.95
	ADD Receipts 01/04/2022 - 05/12/2022		828,039.96
	SUBTRACT Payments 01/04/2022 - 05/12/2022		1,596,469.91
	Cash in Hand 05/12/2022 (per Cash Book)		328,084.56
B			1,268,385.35
	Cash in hand per Bank Statements		
	Petty Cash 05/12/2022	0.00	
	Nationwide 01343556 05/12/2022	201,219.01	
	Cambridge & Counties 15020773 05/12/2022	253,252.96	
	The Cambridge Building Society Cl 04/11/2022	200,001.10	
	Lloyds Treasurers PC 87331468 05/12/2022	385.41	
	Lloyds Deposit Account 07788306 05/12/2022	414,508.53	
	Lloyds Current Account 2195145 05/12/2022	199,163.90	
			1,268,530.91
	Less unrepresented payments		145.56
			1,268,385.35
	Plus unrepresented receipts		
	Adjusted Bank Balance		1,268,385.35
	A = B Checks out OK		

Wellington Town Council

PAYMENTS LIST

Voucher	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
331	Office Rent	10/11/2022		Lloyds Current Accour	BACS	Backdated office rent for new	Somerset West & Taunton	X	2,610.00		2,610.00
333	Hospitality	10/11/2022		Lloyds Treasurers PC	Card	Refreshments	Co-op	X	11.55		11.55
334	Hospitality	10/11/2022		Lloyds Treasurers PC	Card	Milk	Co-op	X	3.30		3.30
335	Electricity	10/11/2022		Lloyds Current Accour	Direct Debit	Electricity for Offices	SSE	L	97.95	4.89	102.84
336	Electricity for Street Light	10/11/2022		Lloyds Current Accour	BACS	electricity for Street Light	EDF Energy	L	207.64	10.38	218.02
332	Additional Lights & Install	10/11/2022		Lloyds Current Accour	BACS	Additional Lighting Hire (new t	The Festive Lighting Compan	S	1,235.73	247.15	1,482.88
339	Staff Training	11/11/2022		Lloyds Current Accour	BACS	Budgeting for clerks and finan	SALC	X	30.00		30.00
342	Office Cleaning & Maintenanc	11/11/2022		Lloyds Current Accour	BACS	Office Cleaning	AIS Cleaners	S	80.00	16.00	96.00
338	Sage Payroll & HR	11/11/2022		Lloyds Treasurers PC	Card	HR System	Sage HR	S	24.00	4.80	28.80
346	Audit Fees	11/11/2022		Lloyds Current Accour	BACS	Interim Internal Audit	IAC Audit and Consultancy Li	S	395.00	79.00	474.00
337	Office Cleaning & Maintenanc	11/11/2022		Lloyds Current Accour	BACS	Secure Shredding Bags	Perrys Recycling	S	35.00	7.00	42.00
340	Emergency High Street Fund	11/11/2022		Lloyds Current Accour	BACS	Lamp Post Banners	Bay Media	S	1,386.00	277.20	1,663.20
345	Allotments	11/11/2022		Lloyds Current Accour	BACS	Allotment Refund	Alison Collins (Plot 48)	X	50.00		50.00
344	Allotments	11/11/2022		Lloyds Current Accour	BACS	Allotment Refund	Ms Alison H J Mitchell (Plot 5	X	50.00		50.00
343	Other Payments	11/11/2022		Lloyds Current Accour	BACS	Payment Received in Error	A. Hofmeyr	X	25.75		25.75
347	Lights Install	11/11/2022		Lloyds Current Accour	BACS	Put up and take down Christm	WGS Power & Lighting	S	7,826.00	1,565.20	9,391.20
341	Rent	11/11/2022		Lloyds Current Accour	BACS	Pop-Up Shop Rent	H T Perry & Son	X	500.00		500.00
348	IT Support & Email Hosting	14/11/2022		Lloyds Current Accour	BACS	IT Support & e-mail	MTMIT	S	340.00	68.00	408.00
349	Telephone & Broadband	14/11/2022		Lloyds Current Accour	Direct Debit	Telephone & Broadband	Chess	S	99.86	19.97	119.83
350	Emergency High Street Fund	14/11/2022		Lloyds Current Accour	BACS	Window Wrap Artwork	Word Gets Around	X	150.00		150.00
352	Overheads	14/11/2022		Lloyds Current Accour	Direct Debit	electricity for Pop-Up Shop	SSE	L	79.08	3.95	83.03
351	Town Centre Projects	14/11/2022		Lloyds Current Accour	BACS	Planter Maintenance	Create Landscaping Ltd	S	45.00	9.00	54.00
353	Additional Lights & Install	14/11/2022		Lloyds Current Accour	BACS	New Tree Pit Tonedale	Abacus Construction Ltd	S	2,482.50	496.50	2,979.00
355	Office Equipment	15/11/2022		Lloyds Treasurers PC	Card	Key Cutting	Wellington Cobler	X	12.00		12.00
354	Town Centre Projects	15/11/2022		Lloyds Treasurers PC	Card	Gazebo	Instant Promotion (UK) Ltd	S	1,676.50	335.30	2,011.80
357	Office Equipment	17/11/2022		Lloyds Treasurers PC	Card	Extension Lead	H T Perry & Son	S	9.99	2.00	11.99
356	Other Payments	17/11/2022		Lloyds Current Accour	005527	Wreath	The Poppy Appeal	X	50.00		50.00
360	Stationery & Postage	18/11/2022		Lloyds Current Accour	BACS	Stationery/Stamps	Viking	S	75.97	8.39	84.36
359	Office Cleaning & Maintenanc	18/11/2022		Lloyds Current Accour	BACS	Office & Shop PAT testing	Call Nigel Locksmiths	X	120.00		120.00
362	Councillor Tablets	18/11/2022		Lloyds Current Accour	BACS	Councillor iPads	MTMIT	S	2,775.00	555.00	3,330.00
363	Councillor Tablets	18/11/2022		Lloyds Current Accour	BACS	iPad case & screen protectors	MTMIT	S	225.00	45.00	270.00
361	Switch on Event	18/11/2022		Lloyds Current Accour	BACS	Install & Dismantle C. Tree	Somerset West & Taunton	S	764.90	152.98	917.88

Wellington Town Council

PAYMENTS LIST

Voucher	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
358	Switch on Event	18/11/2022		Lloyds Current Accour	BACS	Advert for Christmas Event	Tindle Newspapers	S	195.05	39.01	234.06
364	Stationery & Postage	21/11/2022		Lloyds Current Accour	BACS	Postage	Viking	S	127.28	1.46	128.74
365	Emergency High Street Fund	22/11/2022		Lloyds Current Accour	BACS	Kings Arms Window Prints	Somerset Sign & Print Co	S	482.08	96.42	578.50
367	Overheads	22/11/2022		Lloyds Current Accour	BACS	Water Rates for Pop-Up Shop	Water2Business	S	60.03	4.42	64.45
366	Switch on Event	22/11/2022		Lloyds Current Accour	BACS	Window Wrap	Somerset Sign & Print Co	S	340.00	68.00	408.00
368	Switch on Event	22/11/2022		Lloyds Current Accour	BACS	Stage Backdrop	Carly Press	S	435.00	87.00	522.00
370	Green Corridor	22/11/2022		Lloyds Current Accour	BACS	Large Map Prints	Carly Press	S	12.00	2.40	14.40
369	Green Corridor	22/11/2022		Lloyds Treasurers PC	Card	Maps	UK Map Centre	S	27.24	5.45	32.69
375	Sage Payroll & HR	23/11/2022		Lloyds Current Accour	Direct Debit	Payroll System	Sage	S	42.50	8.50	51.00
372	Salaries	23/11/2022		Lloyds Current Accour	BACS	Deductions - November	HMRC	X	4,180.31		4,180.31
373	Salaries	23/11/2022		Lloyds Current Accour	BACS	Superann - Nov	Somerset County Council	X	3,087.42		3,087.42
371	Salaries	23/11/2022		Lloyds Current Accour	BACS	Net Salaries	Various	X	9,475.07		9,475.07
374	Switch on Event	23/11/2022		Lloyds Current Accour	BACS	Sweets	Booker	S	46.36	9.27	55.63
376	Switch on Event	25/11/2022		Lloyds Current Accour	BACS	Sound System Hire	DJ Steve	X	475.00		475.00
377	Switch on Event	28/11/2022		Lloyds Current Accour	BACS	Christmas Stockings	Miss A Kirk	X	2.75		2.75
379	Town Centre Projects	28/11/2022		Lloyds Current Accour	BACS	PA System Hire (Remembranc	DJ Steve	X	85.00		85.00
378	Switch on Event	28/11/2022		Lloyds Current Accour	BACS	Stage Hire	Karats Ltd T/A Pro Sound & I	S	900.00	180.00	1,080.00
382	Staff Travelling	30/11/2022		Lloyds Current Accour	BACS	Travelling Expenses	R HUNT	X	2.39		2.39
381	Hospitality	30/11/2022		Lloyds Treasurers PC	Card	Milk	Co-op	X	1.45		1.45
380	Stationery & Postage	30/11/2022		Lloyds Treasurers PC	Card	A3 Paper	W H Smith	S	13.33	2.66	15.99
384	Office Rent	02/12/2022		Lloyds Current Accour	BACS	Insurance re-charge	Somerset West & Taunton	S	45.59	9.12	54.71
386	Provision of Benches & Litter	02/12/2022		Lloyds Current Accour	BACS	Dog Bin (Westford, Sewage W	Somerset West & Taunton	S	130.00	26.00	156.00
386	Provision of Benches & Litter	02/12/2022		Lloyds Current Accour	BACS	Dog Bin (Westford, Sewage W	Somerset West & Taunton	S	350.00	70.00	420.00
386	Provision of Benches & Litter	02/12/2022		Lloyds Current Accour	BACS	Dog Bin (Westford, Sewage W	Somerset West & Taunton	S	375.00	75.00	450.00
387	Switch on Event	02/12/2022		Lloyds Current Accour	BACS	Licence Fee	Somerset West & Taunton	X	70.00		70.00
383	Rent	02/12/2022		Lloyds Current Accour	BACS	Pop-Up Shop Rent	H T Perry & Son	X	500.00		500.00
389	Rent	02/12/2022		Lloyds Current Accour	BACS	Pop-Up Shop	Wellington Rotary Club	X	86.45		86.45
388	Rent	02/12/2022		Lloyds Current Accour	BACS	Pop-Up Shop	Rotary Club of Wellington Dis	X	79.78		79.78
390	Rent	02/12/2022		Lloyds Current Accour	BACS	Pop-Up Shop	Deborah Mackenzie	X	90.37		90.37
385	Carnival	02/12/2022		Lloyds Current Accour	BACS	Carnival First Aid	St John Ambulance	S	774.00	154.80	928.80
391	Repairs	05/12/2022		Lloyds Treasurers PC	Card	Cable ties & Light bulbs	Screwfix	S	19.95	3.99	23.94
391	Switch on Event	05/12/2022		Lloyds Treasurers PC	Card	Cable ties & Light bulbs	Screwfix	S	13.77	2.76	16.53
Total									45,998.89	4,753.97	50,752.86

Wellington Town Council
RECEIPTS LIST

Voucher	Code	Date	Minute	Bank	Receipt No	Description	Supplier	VAT Type	Net	VAT	Total
96	Bank Interest	10/11/2022		Nationwide	01343556	Interest	Nationwide	X	273.07		273.07
97	Photocopier	10/11/2022		Lloyds Current Accour		Printing	Wellington Museum	X	12.00		12.00
98	Other Payments	11/11/2022		Lloyds Current Accour		Payment Received in Error	A. Hofmeyr	X	25.75		25.75
99	Rent	14/11/2022		Lloyds Current Accour		Pop-Up Shop	Louise Winborn	X	300.00		300.00
101	Rent	14/11/2022		Lloyds Current Accour		Pop-Up Shop Rent	Crafting Friends	X	300.00		300.00
102	Allotments	14/11/2022		Lloyds Current Accour		Allotment Rent & Deposit	Laima Smith	X	76.00		76.00
100	Allotments	14/11/2022		Lloyds Current Accour		Allotment Rent & Deposit	Annelise M Montgomery	X	76.00		76.00
103	Allotments	14/11/2022		Lloyds Current Accour		Allotment Deposit & Rent	Ms B A Kingdon (Plot 51)	X	76.00		76.00
104	Rents - Various	23/11/2022		Lloyds Current Accour		Promotional Space	Jonas Fishmonger	X	325.00		325.00
106	Bank Interest	05/12/2022		Lloyds Deposit Accour		Interest	Lloyds Bank	X	44.29		44.29
105	Photocopier	05/12/2022		Lloyds Current Accour		Photocopying	Wellington Museum	X	20.00		20.00
107	Bank Interest	05/12/2022		Cambridge & Counties		Interest	Cambridge & Counties	X	517.57		517.57
Total									2,045.68		2,045.68

Wellington Town Council
Summary of Receipts and Payments
All Cost Centres and Codes

5 December 2022 (2022 - 2023)

Administration/Office running

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
26	Office Rent	250.00	125.00	-125.00	4,000.00	3,785.59	214.41	89.41 (2%)
27	Photocopier		52.66	52.66	1,000.00	336.12	663.88	716.54 (71%)
28	Electricity				2,000.00	496.61	1,503.39	1,503.39 (75%)
32	Office Equipment				250.00	332.29	-82.29	-82.29 (-32%)
34	Insurances				2,750.00		2,750.00	2,750.00 (100%)
35	Stationery & Postage				1,250.00	1,546.74	-296.74	-296.74 (-23%)
36	Audit Fees				1,800.00	2,080.00	-280.00	-280.00 (-15%)
37	Office Cleaning & Maintenance				2,500.00	1,129.80	1,370.20	1,370.20 (54%)
40	Hire of Hall				1,740.00	726.00	1,014.00	1,014.00 (58%)
SUB TOTAL		250.00	177.66	-72.34	17,290.00	10,433.15	6,856.85	6,784.51 (38%)

Affiliation Fees

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
38	SALC				1,910.00	1,789.12	120.88	120.88 (6%)
99	SLCC				300.00	270.00	30.00	30.00 (10%)
100	CCS				100.00		100.00	100.00 (100%)
SUB TOTAL					2,310.00	2,059.12	250.88	250.88 (10%)

Christmas

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
114	Hire of Lights				7,500.00	7,477.33	22.67	22.67 (0%)
115	Lights Install				8,000.00	8,251.00	-251.00	-251.00 (-3%)
116	Switch on Event				10,000.00	3,659.55	6,340.45	6,340.45 (63%)
123	Stall Deposits							(N/A)
136	Electricity				200.00		200.00	200.00 (100%)
137	Additional Lights & Install				5,000.00	4,491.73	508.27	508.27 (10%)
SUB TOTAL					30,700.00	23,879.61	6,820.39	6,820.39 (22%)

Community Services

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
55	Wellington One				11,000.00		11,000.00	11,000.00 (100%)
58	Community Safety				1,000.00		1,000.00	1,000.00 (100%)
59	Promotion of Wellington				5,000.00	491.72	4,508.28	4,508.28 (90%)
60	Community Services & Priorities				5,000.00	682.60	4,317.40	4,317.40 (86%)
61	Health & Wellbeing				30,000.00	25,957.00	4,043.00	4,043.00 (13%)
62	Museum Lease							(N/A)
64	Community Warden				17,505.00	12,599.25	4,905.75	4,905.75 (28%)
65	Emergency Planning				1,000.00		1,000.00	1,000.00 (100%)
66	Other Payments		25.75	25.75	300.00	124.75	175.25	201.00 (67%)

Wellington Town Council
Summary of Receipts and Payments
All Cost Centres and Codes

5 December 2022 (2022 - 2023)

139	Cost of Living Crisis			35,000.00		35,000.00	35,000.00 (100%)
SUB TOTAL		25.75	25.75	105,805.00	39,855.32	65,949.68	65,975.43 (62%)

Cost of democracy and electic

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
20	Mayors Allowance				500.00	500.00		(0%)
21	Councillors Allowance				4,200.00	4,200.00		(0%)
22	Members Training				500.00	165.00	335.00	335.00 (67%)
23	Members Travelling				600.00	42.20	557.80	557.80 (92%)
24	Hospitality				1,000.00	127.50	872.50	872.50 (87%)
25	Elections				1,000.00		1,000.00	1,000.00 (100%)
89	Deputy Mayor's Allowance				200.00	200.00		(0%)
SUB TOTAL					8,000.00	5,234.70	2,765.30	2,765.30 (34%)

Earmarked Reserves

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
67	Youth Services				26,000.00		26,000.00	26,000.00 (100%)
71	C.I.L		357,877.17	357,877.17	210,373.97		210,373.97	568,251.14 (270%)
73	Film Festival				8,000.00	8,000.00		(0%)
75	Railway Station				15,000.00		15,000.00	15,000.00 (100%)
76	Capital Projects				50,000.00		50,000.00	50,000.00 (100%)
77	Playing Pitch Strategy				9,000.00		9,000.00	9,000.00 (100%)
95	Office Furniture Replacement				3,000.00		3,000.00	3,000.00 (100%)
96	Post Office Provision				2,500.00		2,500.00	2,500.00 (100%)
97	Cades Farm Community Hall				7,000.00		7,000.00	7,000.00 (100%)
SUB TOTAL			357,877.17	357,877.17	330,873.97	8,000.00	322,873.97	680,751.14 (205%)

Emergency High Street Fund

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
78	Emergency High Street Fund		25,350.00	25,350.00		38,114.70	-38,114.70	-12,764.70 (N/A)
79	Electrical Infrastructure Work							(N/A)
80	Related Staffing Costs							(N/A)
81	Christmas Entertainment 2020							(N/A)
82	Street Furniture					250.00	-250.00	-250.00 (N/A)
83	Maps & Signage							(N/A)
85	Marketing							(N/A)
86	Notice Boards							(N/A)
88	Farmers Market							(N/A)
98	Related Fees							(N/A)
120	Welly Welcome Weekend 2021							(N/A)
121	Town Surveys							(N/A)
124	Christmas 2021							(N/A)
125	Wellington Produce Market					475.00	-475.00	-475.00 (N/A)

Wellington Town Council
Summary of Receipts and Payments
All Cost Centres and Codes

5 December 2022 (2022 - 2023)

SUB TOTAL	25,350.00	25,350.00	38,839.70	-38,839.70	-13,489.70 (N/A)
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Environment and Planning

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
47	Grasscutting				3,740.00		3,740.00	3,740.00 (100%)
48	Weedkilling				1,215.00		1,215.00	1,215.00 (100%)
49	Emptying Dog Bins				8,112.00	3,463.20	4,648.80	4,648.80 (57%)
50	Provision of Benches & Litter/Do				2,500.00	1,401.99	1,098.01	1,098.01 (43%)
51	Planning Administration				2,160.00	500.00	1,660.00	1,660.00 (76%)
52	Environmental Improvements				20,000.00	749.00	19,251.00	19,251.00 (96%)
113	Electricity for Street Light				450.00	632.40	-182.40	-182.40 (-40%)
129	Additional Street Lighting				1,500.00	7,748.02	-6,248.02	-6,248.02 (-416%)
130	Land at Westford				5,000.00		5,000.00	5,000.00 (100%)
131	Green Corridor				20,000.00	39.24	19,960.76	19,960.76 (99%)
SUB TOTAL					64,677.00	14,533.85	50,143.15	50,143.15 (77%)

Grants

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
41	Grants				15,000.00	7,683.00	7,317.00	7,317.00 (48%)
SUB TOTAL					15,000.00	7,683.00	7,317.00	7,317.00 (48%)

Grounds Maintenance and Allotments

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
44	Allotments	2,470.00	2,802.00	332.00	2,000.00	2,608.21	-608.21	-276.21 (-6%)
45	Tone Play Area				1,000.00	2,899.70	-1,899.70	-1,899.70 (-189%)
46	Footpaths Maintenance				500.00	83.88	416.12	416.12 (83%)
92	Longforth Allotment				10,000.00		10,000.00	10,000.00 (100%)
SUB TOTAL		2,470.00	2,802.00	332.00	13,500.00	5,591.79	7,908.21	8,240.21 (51%)

Income

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
1	Precept		413,677.00	413,677.00				413,677.00 (N/A)
2	Bank Interest	2,000.00	4,197.22	2,197.22				2,197.22 (109%)
3	Parish Grants	2,275.00	2,275.00					(0%)
5	VAT Refund							(N/A)
6	Rents - Various	1,000.00	762.00	-238.00				-238.00 (-23%)
SUB TOTAL		5,275.00	420,911.22	415,636.22				415,636.22 (7879%)

Wellington Town Council
Summary of Receipts and Payments
All Cost Centres and Codes

5 December 2022 (2022 - 2023)

IT, Website & Internet

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
29	Telephone & Broadband				2,690.00	1,523.56	1,166.44	1,166.44 (43%)
30	IT Equipment				1,200.00	258.00	942.00	942.00 (78%)
31	IT Support & Email Hosting				4,250.00	2,769.00	1,481.00	1,481.00 (34%)
94	IT for New Staff				1,500.00		1,500.00	1,500.00 (100%)
101	Telephone System				2,000.00	1,010.40	989.60	989.60 (49%)
103	Security Software				195.00	180.00	15.00	15.00 (7%)
104	Office 365				1,760.00	1,806.00	-46.00	-46.00 (-2%)
105	Parish Online				450.00		450.00	450.00 (100%)
106	Zoom				120.00	119.90	0.10	0.10 (0%)
107	Scribe Accounting System				1,500.00	1,500.00		(0%)
108	Sage Payroll & HR				870.00	532.00	338.00	338.00 (38%)
132	Councillor Tablets				2,500.00	3,000.00	-500.00	-500.00 (-20%)
SUB TOTAL					19,035.00	12,698.86	6,336.14	6,336.14 (33%)

Pop Up Shop

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
117	Rent	5,850.00	3,150.00	-2,700.00	6,000.00	5,131.55	868.45	-1,831.55 (-15%)
118	Overheads				3,000.00	394.47	2,605.53	2,605.53 (86%)
119	Repairs				1,500.00	26.77	1,473.23	1,473.23 (98%)
SUB TOTAL		5,850.00	3,150.00	-2,700.00	10,500.00	5,552.79	4,947.21	2,247.21 (13%)

Professional Services

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
54	Professional Fees				6,000.00	1,875.00	4,125.00	4,125.00 (68%)
SUB TOTAL					6,000.00	1,875.00	4,125.00	4,125.00 (68%)

Staff Costs & Expenses

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
16	Salaries				179,096.00	98,812.74	80,283.26	80,283.26 (44%)
17	Staff Training				500.00	220.00	280.00	280.00 (56%)
18	Staff Travelling				200.00	31.59	168.41	168.41 (84%)
19	Staff Recruitment		1,500.00	1,500.00	1,500.00		1,500.00	3,000.00 (200%)
87	Home Working Allowances				600.00		600.00	600.00 (100%)
SUB TOTAL			1,500.00	1,500.00	181,896.00	99,064.33	82,831.67	84,331.67 (46%)

Wellington Town Council
Summary of Receipts and Payments
All Cost Centres and Codes

5 December 2022 (2022 - 2023)

Town Centre

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
53	Longforth Road Toilets				20,017.00	4,625.44	15,391.56	15,391.56 (76%)
127	Jubilee Stall Deposits		-528.00	-528.00				-528.00 (N/A)
128	Platinum Jubilee		330.00	330.00	25,000.00	13,374.58	11,625.42	11,955.42 (47%)
133	Longforth Rd Toilet Refurb				10,000.00		10,000.00	10,000.00 (100%)
134	Co-Working Space				30,000.00		30,000.00	30,000.00 (100%)
135	Town Centre Projects				20,000.00	3,592.00	16,408.00	16,408.00 (82%)
138	Carnival				5,000.00	3,536.00	1,464.00	1,464.00 (29%)
SUB TOTAL			-198.00	-198.00	110,017.00	25,128.02	84,888.98	84,690.98 (76%)

Welcome Back Fund

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
126	Welcome Back Fund					1,630.00	-1,630.00	-1,630.00 (N/A)
SUB TOTAL						1,630.00	-1,630.00	-1,630.00 (N/A)

Summary

NET TOTAL	13,845.00	811,595.80	797,750.80	915,603.97	302,059.24	613,544.73	1,411,295.53 (151%)
V.A.T.		16,444.16			26,025.32		
GROSS TOTAL		828,039.96			328,084.56		



David Farrow
Town Clerk
Wellington Town Council
28 Fore Street
Wellington
TA21 8AD

7th August 2022

Dear David

Report on Internal Audit carried out on 1 November 2022

An audit was carried out by Kevin Rose on Tuesday 1 November 2022. This was the interim audit visit, part of the annual internal audit coverage of the Council.

The audit was undertaken using our standard IAC Audit Checklist, used for all Local Councils, which has 196 items. A total of 91 items were tested during this audit, including items that were examined and tested as part of the pre-audit process. 40 additional items were checked and confirmed as being Not Applicable to your Council. The balance of 65 items will be checked during the Year End audit.

Areas subject to audit were;

the accounting system and records (Box A), the payment system (Box B), risk and insurance (Box C), budget and precept setting and monitoring (Box D), income billing, collection and VAT (Box E), bank reconciliations (Box I), accounting Statements (Box J), the Exercise of Public Rights (Box M), and the publication of the Annual Governance and Accountability Return (Box N).

Of the 91 items tested a Positive response was obtained in respect of 83 tests. There were 8 Negative responses identified, details of which are set out in the attached Interim Internal Audit Observations. A detailed breakdown of our audit testing and Responses is set out in the attached Interim Internal Audit Summary.

The records reviewed were found to be in good order and none of the Observations raised at this stage would give rise to a Negative response in the year end Internal Audit Report. One matter that I would like to draw particular attention to is the review of Risk. At the date of the Interim Audit this had not been carried out and I was advised that this would be undertaken prior to the end of the Financial Year. The Council should note that it is a requirement that such a review is undertaken during the year and a failure to do this would result in both a negative response on the Internal Audit Report and also require a Negative response on the Annual Governance Statement.

A detailed breakdown of our audit testing and Responses is set out in our Internal Audit Summary and I would encourage Councillors to review this in order that they may have greater understanding of the scope of the audit and the areas tested.

I would like to express my thanks for the assistance provided to me during my audit.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'K. Rose'.

Kevin Rose ACMA
Director

Wellington Town Council
Financial Year 2022-23



IAC Audit and Consultancy Ltd

Audit date: 1 November 2022

Interim Internal Audit Observations

B *This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.*

No.	Audit Test	Observation	Recommendation	Priority	Comments
1	Have invoices been approved as required under Council Financial Regulations? (paragraph 5.3 of the NALC Model Financial Regulations)	<i>Invoices have not been approved as required under the Councils Financial Regulation 5.3 which states "All invoices for payment shall be examined, verified and certified by the RFO to confirm that the work, goods or services to which each invoice relates has been received..."</i>	The Council to review the arrangements for the certification of invoices to confirm that the goods/services have been provided and that prices charged are correct. The Council may wish to consider invoices being approved as a batch with signing / certification of a listing rather than each individual invoice.	Medium	All invoices are checked by the Deputy RFO as correct before being released for payment. A new system has been implemented internally with payment schedules being electronically 'stamped' as approved for further record keeping.
2	If payments are made under Direct Debit and Standing Order have these been subject to review and approval by Council in accordance with Financial Regulations?	<i>Direct Debits/Standing Orders have not been approved as required under the Councils Financial Regulations. (Paragraph 6.7 of the 2019 Model Financial Regulations.)</i>	Council to ensure that Direct Debits/Standing Orders are approved in accordance with Financial Regulations. (Paragraph 6.7 of the 2019 Model Financial Regulations.) A listing of the suppliers paid under Direct Debit should be prepared and subject to periodic review and approval by Council.	Medium	A review of Standing Orders & Direct Debits was implemented at the November Finance meeting.

D *The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.*

No.	Audit Test	Observation	Recommendation	Priority	Comments
1	Does the budget recorded in the Councils accounting system agree to the budget set by Council?	<i>It was noted that there is a difference between the expenditure budget in Scribe and the budget on the councils website.</i>	Council to review the budget recorded in the Councils accounting system to ensure that it agrees to the budget approved.	High	Changes have been made to the budget throughout the year which is probably causing the difference. APK to scrutinise and amend accordingly.

E *Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.*

No.	Audit Test	Observation	Recommendation	Priority	Comments
1	Has the Investment Strategy been published on the Councils website?	<i>The Council has not published its Investment Strategy on the Councils website as required by the Statutory Guidance on Local Council Investments.</i>	Council to ensure that its Investment Strategy is published on its website in accordance with statutory guidance.	Medium	The Treasury & Investment Policy has been added to the website.
2	Is income due on investments subject to regular check and verification? (Is investment performance regularly reported to Council?)	<i>The Council holds funds in a number of different banks. It is not clear that the Council has in place a formal process for the regular review of the rates of interest earned on in of these deposits.</i> <i>As interest rates rise it is important that the Council obtains competitive rates of interest on all its deposits, subject to the risk parameters of its Investment Strategy.</i>	The Council should put in place arrangements for the regular review and reporting of investment performance and interest earned.. This review should be recorded in Minutes of the appropriate meeting.	High	A review on banking and interest rates will be brought to a future Finance meeting.
3	Is there an appropriately approved schedule of fees and charges?	<i>The Council does not have in place a formal schedule of fees and charges.</i>	The Council to put in place a formal schedule of Fees and Charges	High	A schedule was implemented at the November Finance meeting.

I *Periodic bank account reconciliations were properly carried out during the year.*

No.	Audit Test	Observation	Recommendation	Priority	Comments
1	Bank reconciliations have been signed and dated as evidence of independent review (Interim)	<i>Bank reconciliations have not been signed and dated as evidence of independent review (But they are attached as an agenda item and posted on the Council's website).</i>	Bank reconciliations, and their supporting bank statements, which have been subject to review should be signed and dated as evidence of this review. This could be carried out on a quarterly basis.	Medium	An updated system of signed the Bank Reconciliations will be implemented

M

The authority, during the previous year (2021/22) correctly provided for the period for the exercise of public rights as required by the Accounts and Audit Regulations (evidenced by the notice published on the website and/or authority approved minutes confirming the dates set).

No.	Audit Test	Observation	Recommendation	Priority	Comments
1	The period for the Exercise of Public Rights commenced the day after the Council published the Accounting Statements, the Annual Governance Statement and the Notice as set out in Regulation 15.3 of the Accounts and Audit Regulations 2015.	<i>The period for the Exercise of Public Rights did not commence the day after the Council published the Accounting Statements, the Annual Governance Statement and the Notice as set out in Regulation 15.3 of the Accounts and Audit Regulations 2015. The 'Announcement Date' stated on the Notice was Thursday 9th June, and the Commencement Date was Monday 13th June.</i>	Council to note that the Commencement Date for the period for the Exercise of Public Rights should be the next working day after the Announcement Date.	High	The notice was dated 9th June with the commencement date 13th June. i.e two working days, not one.

Review of Service Level Agreement
Wellington Community Counselling CIC
For Finance December 2022

1. Background

- 1.1. Wellington Community Counselling are currently in the last year of a 3 year service level agreement with the Council which is in effect until 31 March 2023.
- 1.2. They have received 3 payments of £12,000 per year.
- 1.3. The current agreement was reviewed with a small group of Councillors (Cllrs Lithgow, McGuffie & Pringle-Kosikowsky) before being accepted by Full Council and signed on 5 October 2020.
- 1.4. The current agreement is attached as appendix A for information.

2. Review

- 2.1. The Town Clerk and Deputy RFO met with Rhonda Lovell, Managing Director, to start discussions around renewing the SLA.
- 2.2. At this meeting, the Officer's discussed costings and changes to costings over the 3 year period of the SLA. In that time, the CIC has increased it's staff base from 5 Counsellors, to 15 to meet demand.

3. Costings

3.1. Costings as per the current agreement

- 3.1.1. When the SLA was first drawn up, the lower end cost of one hour of Counselling was £40, however, the Council agreed that £35 was an acceptable figure. Meaning that the current hours provided per year are 342.
- 3.1.2. Since the agreement being drawn up in October 2020, the service has implemented a programme that provides a course of 12, one hour, sessions to each referral. Therefore, the Council's funding equates to 28 people receiving a course of sessions (at time of signing).

3.2. Changes to costings

- 3.2.1. Over the course of the 3 year agreement, the cost of a one hour counselling session has changed significantly. The table below gives details of the impact

Year	Cost P/hr	Hrs Provided by SLA	No. of Courses
2021	£40	300	25
2022	£45	266	22

- 3.2.2. The cost per hour in 2023 will be £50, two scenarios in relation to a new SLA are detailed below.

- (a) Option 1 – funding remains level at £12,000 per year. This would equate to a reduction in hours to 240 (20 courses).
- (b) Option 2 – hours provided (342) remain the same – this would equate to an increase in yearly payments of £5,100 to total £17,100.

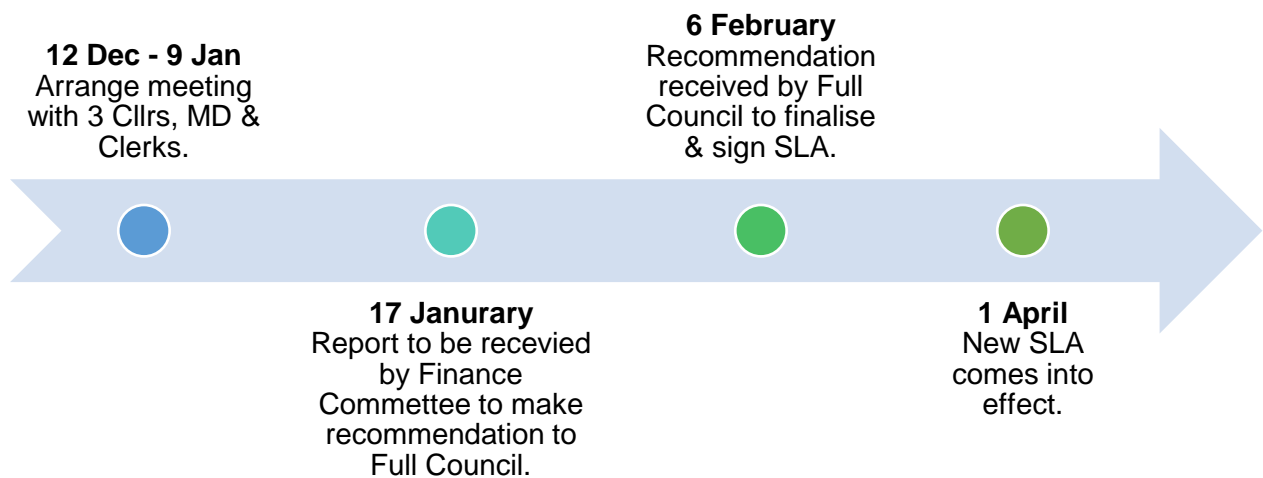
4. Considerations and Recommendations

4.1. Budget Considerations

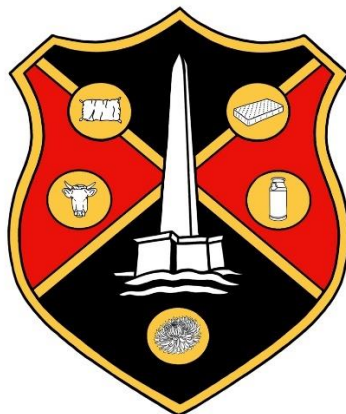
- 4.1.1. Service Level Agreements are funded from the Health & Wellbeing budget line. The existing £12,000 payment has been included in the line for the new 23-24 budget. The line does contain a contingency of around £4,000 for additional payments.
- 4.1.2. Any increase can be drawn down from the general reserve in the first year and then moved back into the main budget for calculating the precept.

4.2. Recommendations

- 4.2.1. Given the complexity of the service, it is **recommended** that a group of three Councillors are appointed to attend a meeting with the Managing Director and the Clerk and/or Deputy RFO to discuss the details and requirements of the new Service Level Agreement. Accounts and details of demand will be presented at this meeting.
- 4.2.2. The group to then report back to the Finance Committee who will make a recommendation to Full Council with the finalised agreement. Please see timeline below.



Alice Kendall
Deputy Clerk/Deputy RFO
6 December 2022



SERVICE LEVEL AGREEMENT

WELLINGTON TOWN COUNCIL AND WELLINGTON COMMUNITY COUNSELLING CIC

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PART 1 – INTRODUCTION

1. DATE OF AGREEMENT

5TH OCTOBER 2020

to

31ST MARCH 2023

2. PARTIES

This is a Service Level Agreement (hereafter referred to as the Agreement) between:

The Council:

WELLINGTON TOWN COUNCIL

The Service Provider:

WELLINGTON COUNSELLING CIC (hereafter referred to as WCC)

3. REPRESENTATIVE/CONTACT PERSON

Authorised representatives/contact persons for the purpose of this Agreement shall be:

The Council:

Wellington Town Council - Town Clerk

Service Provider:

Wellington Community Counselling – Rhonda Lovell

4. OBJECT OF AGREEMENT

The Council have agreed to provide grant funding to enable WCC to deliver counselling services within Wellington.

The Agreement covers the services as specified in Appendix B. Any tendered, contracted or traded services that WCC operates are beyond the scope of the core services and will be separately accounted for.

5. PERIOD OF AGREEMENT

This Agreement is effective from 5th October 2020 covering the period from 5th October 2020 to 31st March 2023 unless terminated earlier in accordance with Section 25.

6. STATUS OF SERVICE PROVIDER

In carrying out this Agreement WCC, as an independent Agency, is acting in its own right and not as an agent of the Council.

7. FREEDOM OF INFORMATION

Both parties to this Agreement will comply with the provisions of the Data Protection Act 1998 and all subsequent Data Protection legislation including the General Data Protection Regulations 2018. Both parties will ensure they respond within the appropriate timeframe to any actionable Freedom of Information requests relating to this service from service users, members of the public and other organisations where disclosure of such information is in the public interest and would not have a detrimental effect on the commercial interests of either party to this Agreement.

8. THE SERVICE PROVIDER'S OBLIGATIONS – GRANT CONDITIONS

- To provide the services specified in Appendix B of this Agreement
- To submit annual monitoring information as specified in Part 2 (Monitoring Arrangements)
- To notify the Council if there are any significant changes in its work plan constitution, personnel structure, and funding external to this agreement
- To maintain a proper set of financial accounts of its activities and arrange for the accounts to be audited annually in a manner required by the Charities Act 1992, or by Company Law. These accounts shall be made available to the Council within a reasonable period of any request to see them
- A base budget and details of other sources of funding shall also be provided annually
- To be responsible for the recruitment and selection of all paid and volunteer staff.
- Activities carried out by the WCC will give acknowledgement of the Council's financial support
- WCC will recognise within the work that they do their role in enhancing community wellbeing, reducing inequalities and promoting diversity.
- WCC shall safeguard the Grant against fraud generally and, in particular, fraud by any of its Directors and its suppliers. WCC shall notify the Council immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

9. REPRESENTATIONS AND COMPLAINTS

WCC shall operate a procedure for dealing with representations and complaints about the service (as set out in Appendix B of this Agreement) and shall take all reasonable steps to bring this to the attention of service users. The Council should be informed of any formal complaints about the service. WCC have a complaints procedure in place and in addition any client is able to complain about their therapist to the British Association for Counselling and Psychotherapy (BACP) or the United Kingdom Council for Psychotherapy (UKCP).

10. EQUAL OPPORTUNITIES

WCC shall follow all current legislative requirements in respect of Equal Opportunities and shall implement these with regard to all personnel and users. WCC shall provide the Council with copies of its Equality and Diversity Policies.

11. HEALTH & SAFETY

WCC shall comply with the requirements of the Health & Safety at Work etc. Act 1974 and of any other Acts, Regulations or Orders about Health & Safety. WCC should have in place a Health and Safety Policy and provide a copy to the Council if requested.

12. SAFEGUARDING

WCC ensure that the appropriate level of Disclosure and Barring Service (DBS) check is made for all personnel, Counsellors or volunteers who will be working with clients whether adults, young people, or children. Counsellors or volunteers must not be allowed to work unsupervised with any vulnerable individual until a DBS disclosure relevant to WCC has been received. WCC shall not employ or use in any voluntary

capacity any individual who has been barred from working with vulnerable adults through the government's DBS scheme.

WCC shall comply with the Safeguarding Vulnerable Groups Act (SVGA) 2006 and all subsequent regulations and guidance. It is required to have in place a policy for the safeguarding of vulnerable adults and children.

WCC will provide the Council with copies of their Safeguarding Policy.

13. USE OF OTHER ORGANISATIONS

WCC shall not discharge any of their responsibilities within this agreement to a third party without prior written agreement by the Council.

In the event of insolvency of WCC, if the Company is wound up under the Insolvency Act 1986 and all its liabilities have been satisfied, any residual assets shall be given or transferred to the asset-locked body below.

Name: "The Space" Cheddar Somerset
Charity Registration Number (if applicable): 1188929

14. HUMAN RIGHTS

In recognition that the Council is a public body subject to the provisions of the Human Rights Act, WCC will adopt a human rights-centred approach to the services provided to clients to reinforce the aim to secure the enjoyment of full human rights for all.

15. INFORMATION SECURITY/INFORMATION SHARING

It is the responsibility of WCC to ensure full compliance with current and future legislation and law relating to personal information held on paper and within electronic databases.

16. INSURANCE AND BUSINESS CONTINUITY

WCC shall maintain with insurers appropriate insurance arrangements in respect of any group and individual liability. Each Counsellor will hold an appropriate policy to cover personal indemnity against all insurable events.

At the request of the Council, WCC shall produce the necessary insurance certificate(s) for inspection.

Business continuity contingencies should be in place within WCC's operational regime to minimise interruption to business due to unforeseen events.

17. VALUE ADDED TAX

It is understood that the grant funding payable under this agreement is outside of the scope of VAT but if for any reason this is not the case then WCC shall be paid such Value Added Tax as may be properly chargeable in connection with the provisions of the service. WCC shall issue a tax invoice in respect thereof. It is the responsibility of WCC to account for Value Added Tax and to seek advice from HMRC if in doubt.

18. TRANSFER OR ASSIGNMENT

WCC should not, without the prior written permission of the Council, transfer or assign, directly or indirectly, to any person or persons or other organisation, the whole or any part of this Agreement.

19. INSOLVENCY

If WCC becomes bankrupt or insolvent or (being a company) makes an arrangement with their creditors or has a Receiver appointed or commences to be wound up, other than for the purposes of amalgamation or reconstruction, the Council may, without prejudice to any of its rights, terminate the Agreement forthwith by notice to WCC.

20. THE COUNCIL'S OBLIGATIONS

- The Council shall pay the sums set down in Appendix A
- Payments will be made by direct bank transfer unless agreed otherwise
- The Council shall notify WCC of any likely changes in funding levels at the earliest opportunity and with at least 3 months written notice

21. MONITORING

The Council and WCC shall together operate the monitoring arrangements set out in Part 2 of this Agreement with the Council. Both parties shall be equally responsible for ensuring the information required is submitted by the due dates.

22. CORPORATE IMAGE/MEDIA COVERAGE

The parties to this Agreement recognise that as part of the public sector, special public accountability exists. To avoid potentially damaging, inaccurate or untimely media coverage, the following protocol applies which both parties should comply with:

- Avoidance of inaccurate or misleading reporting;
- Confidentiality of personal or sensitive information;
- Compliance with all Data Protection Regulations;
- Avoiding communication or the use of material that may become liable to mislead the public or be materially detrimental to the good name, goodwill, reputation and image of either Party.

As a minimum there will be one annual press to positively promote the services enabled by the funding provided within this Agreement.

Both parties contract to jointly agree wording for any publicity materials relating to the grant-funded activities or services.

23. RESOLVING PROBLEMS

If either the Council or WCC have difficulty in meeting their obligations under the terms of this Agreement, it should in the first instance request a meeting with the other party

The Council acknowledges that WCC is dependent upon continuing support, financial or otherwise of other persons or organisations, including volunteers, and if such support is withdrawn or resources otherwise cease to be available, WCC may be unable to fulfil its obligations under this Agreement. Additionally, it may not be able to fulfil its obligations in the case of prolonged vacancies or absences of key personnel. In these circumstances WCC reserves the right to adjust the service provided and if

appropriate to seek a review of the Agreement. Such instance to be reported to WTC at the earliest opportunity.

If it should become apparent that funds have been applied by WCC to purposes other than those set down in this Agreement, the Council may seek repayment of all or part of the funds.

In the event that any dispute between the parties cannot be resolved by negotiation, the dispute shall be referred for the determination of an independent mediator whose identity shall be agreed by both parties,

The parties agree that the findings of the independent appointed mediator are final and binding on both parties, and that the costs of the reference to mediation shall be borne equally by the parties.

24. REVIEW AND VARIATION

This Agreement shall be reviewed annually in March and the review shall cover all aspects of the working of the Agreement. The Agreement may be reviewed at such other times as the parties jointly agree. The Agreement can be varied with the agreement of both the Council and the WCC and any amendments shall be recorded in writing.

Reasonable notice, detailed in Appendix A, shall be given in writing by the Council if there are any changes in funding to WCC.

If, during the duration of the Agreement the costs of providing the core service increase substantially above that shown in the annual budget provided, this will require negotiation by WCC with the Council outside this Agreement, and such negotiation will commence as early as possible. Any outcome arising from negotiation will be subject to formal approval by full Council, and no undertaking can be given as part of this Agreement.

25. TERMINATION

Notwithstanding section 23 (above) the following termination provisions shall apply: -

The Council or WCC can terminate this Agreement by giving reasonable notice, as set down in Appendix A, in writing to the other party.

If either the Council or WCC has failed or is failing to comply with the terms of this Agreement, then in the first instance the other party shall instigate discussions. If failure to comply continues the other party may notify that party in writing of the nature of the default which has occurred, the steps which are required to remedy the default, and the date by which the steps are to be taken. If the party in default fails to comply with the requirements of this notice, then the other party shall be entitled to terminate the Agreement by written notice with immediate effect.

In the event that this Agreement is terminated, the Council shall not be liable to provide any funding to WCC for any period following the financial year (i.e. 1st April to 31st March) in which the Agreement is terminated. At its discretion, the Council may also request repayment of unspent funds within the year of termination.

The Council shall also be entitled to terminate the Agreement with immediate effect in the event of WCC;

- Making an arrangement/compromise with its creditors
- Becoming subject to an administration order
- Appointing an Administrative Receiver
- Seeking/becoming subject to a winding up order
- Or any person acting on the WCC's behalf:
 - giving or agreeing to give any member or officer of the Council consideration of any kind as an inducement or reward with respect to the Agreement or any Grant awarded; or
 - committing or being found to have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or under Section 117(2) and 117(3) of the Local Government Act 1972.

26. TRANSPARENCY AND FAIR DEALING

WCC undertakes at all times to work within the BACP and UKCP ethical frameworks.

Where there has been negligence or misconduct ratified by the professional body WCC will formally report any findings to the Council.

Where any incident gives cause for concern that reputational damage will be experienced by either party, both parties will work closely in partnership to minimise any reputational loss.

Both parties contract as part of this Agreement to be open and honest in their dealings.

27. SEVERANCE

If any part of this Agreement becomes invalid, illegal or unenforceable the parties shall, in such event, negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted, which gives effect to their original intentions.

PART 2 – MONITORING ARRANGEMENTS

1. Wellington Counselling CIC will monitor and evaluate its service in accordance with procedures and directions set out by its Directors. WCC will produce performance monitoring reports and present these reports to the Town Council every quarter.

Reports for each reporting period will include anonymised data as follows:-

- Demand for the service (number of referrals received and accepted)
 - Number of hours of counselling provided and number of clients supported
 - Summary of client feedback about the service received
 - Summary of feedback from referral agencies
 - Cumulative data for the year in progress
2. WCC will provide the following documents to the Council each year:-
 - Annual Report
 - Annual Audited Accounts
 - Details of other funding secured
 - Annual revision of the Business Plan/Development Plan
 - Budget for the forthcoming year
 - Training/workforce development plan
 - Evidence of continuous development of engagement through consultation with service users and referrers
 - A summary report of complaints or representations received
 - Additional reports/work plans as appropriate and available
 3. The Council and WCC may, by mutual agreement instigate an in-depth evaluation of any aspect of the work of the Service Provider should the need arise.
 4. WCC will be required to attend a Service Provider Monitoring Panel on no more than two occasions each financial year which shall involve the following personnel:
 - Authorised representatives of the Council
 - Authorised representatives of WCC
 - Any independent advisor invited by either party, if required.
 5. Documents will be held on file and submitted to the Council whenever updated:
 - Articles of Association/Constitution
 - Business plan (including Development Plan)
 - Equal Opportunities Policy
 - Safeguarding Vulnerable Adults and Children Policy
 - Complaints Procedures/Records
 - Quality Assurance

PART 3 - SIGNATURES

For and on behalf of Wellington Town Council;

.....
Town Clerk

.....
Mayor (Chairman) of Wellington Town Council

.....
Date

For and on behalf of WELLINGTON COUNSELLING CIC;

.....
[INSERT NAME AND TITLE]

.....
Date

APPENDIX A

1. FUNDING

The Council shall pay a total of £36,000 to Wellington Counselling CIC as follows:

- £12,000 within four weeks of the commencement of the contract for services to be provided between 5th October 2020 and 31st March 2021.
- £12,000 for services to be provided between 1st April 2021 and 31st March 2022, payable no later than 30th April 2021.
- £12,000 for services to be provided between [1st April 2022 and 31st March 2023, payable no later than 30th April 2022.
- In the event of an underspend in the first part-year term of the Agreement any unspent funding may be carried forward to the next (2021-2022) financial year.

2. PERIOD OF NOTICE OF CHANGES IN FUNDING LEVELS

The Council shall give three months' notice in writing if there are to be any changes in funding to WCC.

3. PERIOD OF NOTICE FOR TERMINATION OF AGREEMENT

The Council or WCC can terminate this Agreement by giving three months' notice in writing to the other party.

APPENDIX B

Services to be provided by Wellington Counselling CIC:

1. Affordable (free or subsidised) counselling services for the benefit of children and young people who either live in Wellington or attend Wellington schools.
2. Affordable (free or subsidised) counselling services for adults or families who either live in Wellington or have a reasonable local connection through their employment.
3. Referrals will be accepted from a variety of organisations which will include, amongst other sources, schools, doctor's surgeries, domestic abuse support agencies, as well as self-referrals. All clients will receive an initial clinical assessment as part of the referral process, as well as a financial affordability test. Paragraph 3.
4. It is envisaged that approximately 342 hours of counselling will be provided in respect of the £12,000 annual financial contribution by Wellington Town Council.
5. Counsellors providing support to clients will be fully qualified, professionally registered and insured with full personal indemnity, and hold appropriate level DBS clearance (Disclosure and Barring Services).

