

MINUTES OF THE MEETING OF WELLINGTON TOWN COUNCIL HELD AT THE UNITED REFORMED CHURCH HALL, WELLINGTON ON MONDAY 13 APRIL 2026 AT 6.00 PM

PRESENT: Councillor J Lloyd (Chair),
Councillors C Booth, J Cole, A Govier, C Govier-Wiggins, M Lithgow, M McGuffie (from minute 522), C Penk, J Thorne, G Western, G Williams and K Wheatley

IN ATTENDANCE: Alice Kendall – Democratic Services & Finance Manager
Sergeant Jon O’Connor, Wellington Community Policing Team (for minute 522)
C Winter – West of England Developments (for planning application 43/25/0040)
1 member of the press
2 members of the public

517. WELCOME BY THE MAYOR

The Mayor opened the meeting and welcomed those present

518. TO RECEIVE APOLOGIES FOR ABSENCE AND TO APPROVE REASONS GIVE

Apologies were received from Councillors S Mercer and S Pringle-Kosikowski.

519. DECLARATIONS OF INTEREST

There were none.

520. MINUTES

It was **RESOLVED** to approve and sign the minutes of the Full Council Meeting held on 2 March 2026.

521. QUESTION AND COMMENTS FROM MEMBERS OF THE PUBLIC

No members of the public wished to speak.

522. TO RECEIVE AN UPDATE FROM THE LOCAL POLICING TEAM

Sgt O’Connor presented his report, which had been circulated prior to the meeting and was duly noted.

During this item, Councillor M McGuffie arrived at the meeting.

523. PLANNING APPLICATIONS

The following planning applications were considered:

(a) Case reference: 43/26/0021

Proposal: Variation of Condition No. 01 of application 43/15/0152 to extend the permitted delivery hours between 1st December and 24th December each year at Waitrose, 34-36 High Street, Red Lion Court, Wellington

It was proposed, and duly seconded, to recommend that this application be refused given the detrimental impact on neighbouring properties due to noise and fumes from idling lorries. There were five votes in favour, six against and one abstention, the motion was not carried.

It was **RESOLVED** to recommend that the application be approved.

(b) Case reference: 43/25/0040

Proposal: Application for Outline Planning with all matters reserved, except for access, for the erection of up to 75 No. dwellings (including 25% affordable), with access, pedestrian and cycle links, play area, drainage, landscaping and associated infrastructure on land south of Little Jurston, Wellington

C Winter gave information on the updates to the application.

After some discussion, it was **RESOLVED** to recommend that the application be approved. However, Councillors raised the importance of allowing the development to be linked with active travel routes to adjoining developments at Jurston and Westpark. It was further supported that the footway adjoining the road must be significantly illuminated as well as implementing a reduction in speed limit to 30mph.

524. TO RECEIVE A REPORT FROM THE MAYOR

The Mayor circulated an update on her activities by e-mail.

525. SOMERSET COUNCIL / LOCAL COMMUNITY NETWORK (LCN) UPDATE

Councillor A Govier reported that there had not been any significant meetings at Somerset Council since the last meeting. However, the issue of potholes and the timeframe in which they are dealt with is at the forefront of concern and he continues to follow this up with the Highways department and has been providing updates by e-mail. He understood that Somerset Council had received some additional funding to tackle drain clearance and cutting back so he had enquired if some of this work could be devolved to the Town Council as their work can be much more reactive and targeted. However, he was informed that this was not possible. Finally, it was reported that the wedge of green land in Rockwell Green between the Cemetery down to Foxdown Road has been allocated as a specific site for nutrient offset and therefore is likely protected from development. He will circulate plans to Councillors for information.

Councillor J Lloyd reported on updated from the Highways working group regarding the route from Wellington to Taunton. The next meeting will be held the day after this meeting and she will circulate the details should anyone wish to attend.

526. TO RECEIVE THE CHIEF EXECUTIVE’S REPORT ON RECENT COUNCIL ACTIVITIES

The report from the Chief Executive was noted.

527. POLICY & FINANCE COMMITTEE

The draft minutes of the meeting held on 9 March 2026 were noted.

528. COMMUNITY COMMITTEE

The draft minutes of the meeting held on 16 March 2026 were noted.

529. COMMUNITY COMMITTEE

The draft minutes of the meeting held on 18 March 2026 were noted.

530. OPEN SPACES FINANCIAL REPORT

A report was circulated with the agenda and during discussion, it was **RESOLVED** that under Schedule 12A of the Local Government Act 1972 to exclude the press and public from the meeting, on the basis that if they were present during the business to be transacted there would be a likelihood of disclosure of exempt information, within the meaning of Schedule

12A to the Local Government Act 1972. Reason: Information likely to reveal the identity of individuals.

After further discussion, it was **RESOLVED**

- (a) To note and approve the updated Staffing schedule for the Open Spaces department as detailed in the report which will result in a likely overspend of the specific budget line.
- (b) To approve a spend of up to £16,000 from the Vehicle Replacement Reserve, to be delegated to the Open Spaces Manager.

It was further requested that a report be presented to the next Policy & Finance meeting to review the internal processes and decisions that were implemented.

As the press and public had already been excluded from the meeting, the next item was also considered under confidential session as detailed on the agenda. Reason: information presented is commercially sensitive.

531. PUMP TRACK

A report was circulated and reviewed. After some discussion, it was resolved:

- (a) To confirm that the preferred tender is option 3 from Clark & Kent at a value of £155,000.
- (b) To commit the unallocated CIL reserve to the project. (amount to be confirmed following a year end reserve report to the April Policy & Finance Meeting)
- (c) To give Council Officers delegated authority to progress the project as soon as the funding required is confirmed.

It was further agreed that that Council should now consider what funding to commit to the project from its own general fund and that it would like to see the project come to fruition as soon as possible. The DSFM will obtain an update from Olly Edmonson-Low on the funding bids he has submitted and the timeframe in which he thinks they will be completed and/or decided. If required, some Council Officer time will be given to see the project advance.

There being no further business the meeting closed at 20.08.

STANDING DECLARATIONS OF INTEREST

Members of Somerset Council:

Councillor Andrew Govier
Councillor Ross Henley

Mayor

.....

Date.....



Title	Chief Executive's Report
Meeting	Full Council
Date of meeting	6 May 2026
Action Required	For noting
Report Author and email address	Dave Farrow townclerk@wellingtontowncouncil.co.uk

1. Introduction

This report will update councillors on matters not covered elsewhere on the agenda.

2. Matters for Report

- In my last report I advised that I had had a meeting with representatives of Bloor and Simon Fox from Somerset Council Planning Department to discuss the Longforth 2 development and the Station Square. Since then I have held discussions with Somerset Council CCTV team about installing cameras to monitor the square and Jonah Jay who was the Heritage Architect who oversaw the restoration of the Monument and, most importantly in this context, the removal of the Pyramidion stones. He has agreed to put together a proposal for supporting the rebuilding of the Pyramidion which I will put to Policy and Finance Committee when received. The next meeting with Bloor is scheduled for the 4 June
- Thanks to Councillor John Thorne we now have sufficient support from property owners on Taunton Road to rename it to Queen Elizabeth Way. As we have already received approval from the Cabinet Office for the use of the proposed name I am now in discussion with the Street Naming Team in Somerset Council about how to move this forward at pace to mark the centenary of the late Queen's birth..
- I have written to Somerset Council raising concerns regarding the security of the Tonedale Mill site and Sgt Jon O'Connor has also written raising his concerns. Since the demise of the Heritage at Risk Team there doesn't seem to be clarity about which team is responsible for ensuring that the

owner of the site fulfils their security responsibilities and with the summer approaching with long evenings and school holidays we are concerned that the site is too easily accessible and a significant health and safety risk. I will keep councillors informed as things progress.

- Somerset Council has published the Somerset Local Plan timetable alongside the Notice of Intention to Commence. Both were approved by the Planning and Transport Policy Sub Committee on 8 April 2026. You can find further information here <https://www.somerset.gov.uk/planning-buildings-and-land/somerset-local-plan/somerset-local-plan-timetable/>
The timetable sets out the key stages and timescales for preparing the Somerset Local Plan. It explains how the plan will be developed and helps ensure the Council meets its legal duties for plan making.
- At the time of writing this report I am still waiting for a reply to my letter dated 10 March 2026 to Chris Hall, Executive Director for Community Place and Economy, Somerset Council raising concerns about the planning processes relating to Wellington. I have sent two follow up emails asking when a response will be forthcoming.
- Somerset Council has commissioned WSP to carry out a Viability Assessment of the Toneworks site. This will help Somerset Council with decision making on how to move the site forward towards use whilst repairs progress. The Council expects this assessment will be completed in August and then there will be a subsequent internal decision-making process around what options it brings forward. The first step is to carry out a Gap Analysis and market research to feed into the assessment and they have asked to meet with me to discuss taking this forward and to explore what if any role the Town Council may wish to have in the future. Once I am clearer about what is being asked I will report to Policy and Finance Committee.

3. Communications and Social Media

In the period from 31 March to 27 April 2026, Wellington Town Council's posts on Facebook were viewed 188.6k times by 28.6k unique viewers. We gained 71 net followers, bringing the total up to 4,371.

Our top 5 posts in this period were:

1. One year since WTC took over services – 181 reactions, 6,026 reach
2. Completed Playing Fields path – 180 reactions, 10,560 reach
3. Open Spaces Team “dream team” – 143 reactions, 8,223 reach
4. Elliot joins Open Spaces Team – 65 reactions, 5,299 reach
5. Date confirmed for Longforth toilets – 61 reactions, 8,406 reach

Our other social media and communications channels are also doing well with our Instagram page at 447 followers and LinkedIn at 120 followers. Our newsletter now has 294 subscribers and has an open rate well above average for the local government sector. In addition to the core Wellington Town Council pages, our Kings Arms Community Hub Facebook page is also doing well with almost 1000 followers and 55.6k post views by 7.9k unique viewers.

The past year has seen huge growth in our presence as a Council and this is exemplified in the data from our Facebook page. From 29 April 2025 to 28 April 2026 we have gained a net 816 followers, up 148% from the previous year. Along

with this, our content was viewed 2.6 million times with 26.4k interactions, 3.7k link clicks, and 53.4k visits to our page.

There are several plans in the works to continue improving our communications, including the creation of more short videos with some of them forming a series. An example of one of these series would be a walk through the Wellington Town Trail, with each point on the trail having its own one minute video.

4. May Meetings/Events

Date	Time	Event	Location	Who Involved
3 May	12.00pm	Friends of Wellington Park Spring Fayre	Wellington Park	All
5 May	9.00am	Internal Audit	Virtual	CEO/DSFM/DFSA
6 May	1.15pm	Veterans Club	St Johns Church	Mayor
6 May	6.00pm	Annual Council Meeting	URC Hall	All
7 May	6.30pm	Taunton Town Council Mayor Making Ceremony	Taunton Minster	Mayor
10 May	3.00pm	Wellington Street Pastors Award ceremony	The Well Centre, Rockwell Green	Mayor
11 May	7.30pm	Axbridge Town Council Mayor Making Ceremony	Axbridge Town Hall	Mayor
13 May	6.00pm	Policy and Finance Committee	URC Hall	Committee Members
14 May	1.30pm	NHS Somerset Localities Meeting	Virtual	CEO
18 May	6.00pm	Community Committee	URC Hall	Committee Members
19 May	7.00pm	Ilminster Town Council Mayor Making Ceremony	Ilminster	Mayor
20 May	6.00pm	Environment Committee	URC Hall	Committee Members
27 May	6.00pm	Annual Parish Meeting	URC Hall	All

5. SLT Annual Leave/Out of Office

25-29 May – CEO

04-07 May – RFO

6. Links to Council Vision and Place Plan

Vision

- An inclusive, safe and secure town where everybody is supportive of each other and offers particular care for the more vulnerable members of our community
- A town with a diverse, thriving, and resilient local economy
- A town with vibrant cultural, sporting, and social communities
- Proud and protective of our heritage, green spaces, and biodiversity
- Committed to becoming a net carbon neutral town
- A destination of choice for people to live and work and for businesses to be located.
- Connected with the Blackdown Hills National Landscape and surrounding communities

Wellington Place Plan

- Inclusive Access and Connected Communities
- Pride in Place: Culture, Heritage & Belonging
- A Healthy, Sustainable & Green Town
- Youth, Learning & Lifelong Support
- Housing, Inclusion & Community Safety
- Enterprise, Skills & Local Economies

7. Financial Implications

None

8. Risks

None

9. Considerations

The Council is asked to note the report.

MINUTES OF THE WELLINGTON TOWN COUNCIL ECONOMIC DEVELOPMENT COMMITTEE MEETING HELD AT UNITED REFORMED CHURCH HALL ON WEDNESDAY 15TH APRIL 2026 AT 6.00PM

PRESENT: Councillor C Booth,
Councillors M Lithgow, J Lloyd, C Penk, J. Thorne, K Wheatley.

IN ATTENDANCE: Annette Kirk - Facilities Manager
Dave Farrow – CEO-Town Clerk
One member of the press
Councillor G Williams – arrived at 6.30pm

532. APOLOGIES

Apologies were received from Councillor S Mercer.

533. DECLARATIONS OF INTEREST

Councillor C Penk declared a personal interest in Item 6. Promotion of Wellington/Visit Somerset.

534. MINUTES

RESOLVED to approve and sign the minutes of the meeting held on 11th February 2026.

535. QUESTIONS AND COMMENTS FROM MEMBERS OF THE PUBLIC

There were no members of the public in attendance.

536. EVENTS WORKING GROUP

a) WELLINGTON DAY – SATURDAY 14TH AUGUST 2027

It was **RESOLVED** to approve the following:

- i. To give Delegated power to the Facilities Manager to spend up to £3,000 to secure booking of entertainment and equipment.
- ii. Council Officers to apply for event funding as follows:
 - National Lottery Community Fund – Awards for all
 - Arts Council England – National Lottery Project Grants
 - Somerset Community Foundation – Community Grants
 - Wessex Water Community Fund.

b) CHRISTMAS LIGHT SWITCH ON – Saturday 28th November 2026

It was **RESOLVED** to approve the Christmas Market and Light Switch on event time 10am to 7pm with the Lights Switch on at 6pm.

c) REVIEW OF STALL CHARGES

It was **RESOLVED** to approve £5.00 fee increase for stalls and foods vans to commence with immediate effect.

537. PROMOTION OF WELLINGTON/VISIT SOMERSET

The report circulated by the Chief Executive/Town Clerk was noted.

Officers will meet with Visit Somerset representatives to develop a proposal for 2026/27 for consideration at the next meeting.

538. WELLINGTON EMPLOYER & SKILLS PARTNERSHIP (WESP) UPDATE

The report by the Community Development Officer circulated with the agenda was noted. Following some discussion, it was agreed that the Chief Executive/Town Clerk will discuss how this work should develop with the Community Development Officer.

There being no further business the meeting closed at 18.40pm.

Signed.....

Date.....

MINUTES OF THE WELLINGTON TOWN COUNCIL POLICY & FINANCE COMMITTEE HELD AT UNITED REFORM CHURCH HALL ON MONDAY 9 MARCH 2026 AT 6.00 PM

Present: Councillor M Lithgow (Chair)
Councillors C Booth, J Cole, J Lloyd, A Govier, C Penk, J Thorne and K Wheatley

In attendance: Dave Farrow – Town Clerk/Chief Executive
Alice Kendall – Democratic Services & Finance Manager
Wasif Choudhury – Democratic Services & Finance Officer
One member of the press
Nine members of the public

539 APOLOGIES

Apologies were received from Councillors S Pringle-Kosikowski.

540 DECLARATIONS OF INTEREST

Councillors A Govier and J 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 friend of the company owner. Also, in relation to any payments to Tindle Newspapers as an employee of the company.

Councillor J Lloyd noted a personal interest in the grant application from Wellington Cricket Club as she is due to become a member.

Councillor M Lithgow also noted a personal interest in the grant application from Wellington Methodist Church as his wife is a member of St John’s Ambulance who use the premises as a meeting place.

541 PUBLIC PARTICIPATION

All the members of public in attendance were in relation to the review of SLAs and Grant Applications. The Chair agreed that Standing Orders would be suspended at the appropriate time to allow public speaking.

542 MINUTES

It was **RESOLVED** to approve and sign the minutes of the meeting held on 9 March 2026.

543 ACCOUNTING STATEMENTS

(a) TO NOTE AND APPROVE THE BANK RECONCILIATION AS AT 31 MARCH 2026

RESOLVED to approve the bank reconciliation.

(b) TO NOTE AND APPROVE EXPENDITURE OVER £250 FOR 1 - 31 MARCH 2026

RESOLVED to approve the expenditure.

(c) TO NOTE AND APPROVE CUMULATIVE SUPPLIER EXPENDITURE OVER £500 FOR 1 - 31 MARCH 2026

RESOLVED to approve the expenditure.

(d) TO NOTE AND APPROVE INCOME RECEIVED 1- 31 MARCH 2026

RESOLVED to approve income.

(e) TO NOTE AND APPROVE THE INCOME AND EXPENDITURE AGAINST THE BUDGET FOR THE 2025-26 YEAR AS AT 31 MARCH 2026

RESOLVED to note and approve the budget report.

544 POLICIES TO REVIEW

(a) GDPR Policy

It was **RESOLVED** to recommend to Full Council that the GDPR policy be adopted.

(b) CCTV Policy

It was **RESOLVED** to recommend to Full Council that the CCTV policy be adopted with the following amendment:

To change the window of time that digital images should be provided to the police upon request to “as soon as possible but no later than 5 working days”

(c) Councillor Training and Development Policy

It was **RESOLVED** to recommend to Full Council that Councillor Training and Development Policy be adopted.

545 CCTV

It was **RESOLVED** to approve the Somerset Council CCTV SLA.

546 SERVICE LEVEL AGREEMENT FUNDING

The following were reviewed:

(a) Updated SLA Template

It was **RESOLVED** to recommend to Full Council that the updated SLA template is adopted.

(b) Reminiscence Learning

It was **RESOLVED** to suspend Standing Orders.

Representatives of Reminiscence Learning provided an update on their work so far and took questions from Councillors.

Councillor J Thorne noted that there is no mention of the support provided by Wellington Town Council in the accounts report provided.

Councillor J Cole noted that there is no data on the success of the work undertaken by Reminiscence Learning in Wellington.

It was **RESOLVED** to re-instate Standing Orders.

After much discussion, it was **RESOLVED** to recommend to Full Council that a 1-year renewal of the SLA with Reminiscence Learning be accepted.

(c) Wellington Community Counselling

It was **RESOLVED** to suspend Standing Orders.

A representative of Wellington Community Counselling provided an update on the work they do and took questions from Councillors.

It was **RESOLVED** to re-instate Standing Orders.

It was **RESOLVED** to recommend to Full Council that a 1-year renewal of the SLA with Wellington Community Counselling be approved.

Both SLAs shall be subject to a review within the context of the Council's overall Community work and will be reviewed by the Community Committee. This timeline being in line for the Council's future budget setting.

547 GRANT APPLICATIONS

The following grant application were discussed:

It was **RESOLVED** to suspend Standing Orders to discuss grant applications with the applicants.

Representatives from Junior Park Run, Wellington Methodist Church and Youth Adventure Trust provided an explanation of their grant applications and took questions from Councillors.

It was **RESOLVED** to re-instate Standing Orders.

Name	Project	Grant Request	Decision
Junior Park Run	Creation/Set Up	£ 4,800.00	It was <u>RESOLVED</u> to recommend approval of this application to Full Council and for the funds to be sourced from the Youth Development Budget.
S Hamer	Kings Arms Community Hub Seated Exercise Class	£ 444.00	It was <u>RESOLVED</u> to not accept this application as the application does not fit the criteria set out in the Grants Policy.

Wellington Methodist Church	Lift Upgrade	£ 2,500.00	It was RESOLVED to approve this application.
Wellington Rugby Club	Summer Together: Reducing Loneliness Through Community Connection	£ 2,500.00	It was RESOLVED to refuse this application as it duplicates work already being funded by the Council at the Kings Arms Community Hub. It was further noted that the accounts provided show significant surplus' over the last two years.
Youth Adventure Trust	YAT Adventure Programme- Explore Days and Activity Day	£ 1,720.68	It was RESOLVED to approve this application. Councillors noted that this organisation should liaise with the Community Development Officer to link with the Cradle to Career project.
Wellington Cricket Club	Youth Cricket Training	£ 850.00	RESOLVED to approve this application.

At this juncture, Councillor K Wheatley gave apologies and left the meeting.

548 RESERVES & ASSOCIATED PROJECTS

It was **RESOLVED** that Council Officers will produce a report for the May 2026 Full Council meeting.

At this juncture, Councillor C Booth gave apologies and left the meeting.

549 TO CONSIDER EXCLUDING MEMBERS OF THE PRESS AND PUBLIC

It was **RESOLVED** to exclude members of the press and public under Schedule 12A of the Local Government Act 1972 to exclude the press and public from the meeting, on the basis that if they were present during the business to be transacted there would be a likelihood of disclosure of exempt information, within the meaning of Schedule 12A to the Local Government Act 1972:

Reason taken from the legislation - Information likely to reveal the identity of an individual.

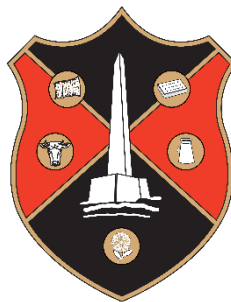
550 OPEN SPACES PAPER UPDATE

The Chief Executive provided an update on the process behind the decision to appoint an additional member of staff on the Open Spaces Team which was noted.

There being no further business the meeting closed at 20:20pm

Signed

Date



WELLINGTON TOWN COUNCIL GDPR/DATA PROTECTION POLICY

1. Introduction

Wellington Town Council is committed to protecting the privacy and personal data of its employees, residents, customers, councillors, contractors, and other stakeholders. This policy outlines the Council's approach to data protection and its commitment to complying with all applicable data protection legislation.

The Council processes personal data in accordance with:

- The UK General Data Protection Regulation (UK GDPR)
- The Data Protection Act 2018
- The Privacy and Electronic Communications Regulations (PECR)
- Any other applicable data protection and privacy legislation in force from time to time

This policy demonstrates the Council's commitment to maintaining high standards of data protection, transparency, and accountability.

2. Scope

This policy applies to:

- All employees of Wellington Town Council
- Councillors
- Contractors, consultants, and agency staff
- Volunteers
- Third-party service providers processing data on behalf of the Council

It covers all personal data collected, stored, used, recorded, disclosed, or otherwise processed by the Council, whether held in electronic or paper form.

3. Data Protection Principles

Wellington Town Council adheres to the data protection principles set out in the UK GDPR. Personal data shall be:

1. Processed lawfully, fairly and transparently
Personal data will only be processed where there is a lawful basis and individuals will be informed how their data is used.
2. Collected for specified, explicit and legitimate purposes
Personal data will not be further processed in a manner incompatible with those purposes.

3. Adequate, relevant and limited to what is necessary
Only the minimum personal data necessary for the intended purpose will be collected and processed.
4. Accurate and kept up to date
Reasonable steps will be taken to ensure inaccurate data is corrected or deleted without delay.
5. Kept for no longer than necessary
Personal data will be retained in accordance with the Council's retention schedule and securely disposed of when no longer required.
6. Processed securely
Appropriate technical and organisational measures will be used to protect personal data against unauthorised or unlawful processing, accidental loss, destruction, or damage.
7. Accountable
The Council is responsible for, and able to demonstrate, compliance with data protection legislation.

4. Roles and Responsibilities

Democratic Services and Finance Manager (Data Protection Lead)

Wellington Town Council does not have a formally appointed Data Protection Officer (DPO). Responsibility for data protection compliance is delegated to the Democratic Services and Finance Manager (DSFM), who acts as the Council's Data Protection Lead.

The DSFM is responsible for:

- Overseeing the implementation and monitoring of this policy
- Ensuring compliance with data protection legislation
- Advising the Council on data protection obligations
- Acting as the primary contact for data protection matters
- Liaising with the Information Commissioner's Office (ICO) where required
- Managing data breach procedures and responses

Employees and Councillors

All staff and councillors must:

- Familiarise themselves with this policy
- Comply with data protection procedures and guidance
- Only access personal data necessary for their role
- Keep personal data secure and confidential
- Report suspected data breaches immediately to the Responsible Financial Officer

Management

Senior officers and management are responsible for:

- Ensuring adequate resources are available for data protection compliance
- Implementing appropriate technical and organisational security measures
- Promoting a culture of good data protection practice
- Ensuring staff receive appropriate data protection training

5. Lawful Basis for Processing

The Council will only process personal data where a lawful basis applies under Article 6 of the UK GDPR. These include:

- Consent of the data subject
- Performance of a contract
- Compliance with a legal obligation
- Protection of vital interests
- Performance of a task carried out in the public interest or in the exercise of official authority
- Legitimate interests pursued by the Council or a third party

Special category data will only be processed where additional lawful conditions are met.

6. Data Collection and Use

- Personal data will be collected only for specified and lawful purposes.
- Individuals will be informed about how their data will be used through privacy notices.
- Personal data will not be used for purposes unrelated to those originally specified unless required by law or with appropriate consent.
- The Council will ensure data minimisation in all its services and activities.

7. Data Security

Wellington Town Council implements appropriate technical and organisational security measures to protect personal data, including:

- Access controls and user authentication
- Secure storage of paper and electronic records
- Encryption and password protection where appropriate
- Secure transmission of data
- Regular data backups
- Cybersecurity monitoring and protection measures
- Staff training in data protection and information security

Access to personal data is restricted to authorised personnel only.

8. Data Subject Rights

Individuals have rights regarding their personal data. These include:

- The right to be informed
- The right of access
- The right to rectification
- The right to erasure
- The right to restrict processing
- The right to data portability
- The right to object
- Rights in relation to automated decision-making and profiling

Requests to exercise these rights must be made in writing and will be responded to within statutory time limits.

9. Data Sharing and Transfers

Personal data may be shared with other public bodies, government agencies, service providers, and partners where lawful and necessary.

Personal data will not be transferred outside the UK unless:

- The destination country has been deemed to provide an adequate level of protection, or
- Appropriate safeguards are in place, such as International Data Transfer Agreements (IDTAs) or other approved mechanisms

10. Data Retention and Disposal

The Council will not retain personal data for longer than necessary. Retention periods are defined in the Council's Document Retention Schedule.

Personal data will be securely destroyed or deleted when no longer required.

11. Data Breach Management

Wellington Town Council has procedures in place to detect, investigate, and respond to personal data breaches.

In the event of a breach:

- The Responsible Financial Officer must be notified immediately
- Breaches will be assessed and recorded
- The Information Commissioner's Office will be notified within 72 hours where legally required
- Affected individuals will be informed where there is a high risk to their rights and freedoms
- Measures will be taken to contain and mitigate risks

12. Training and Awareness

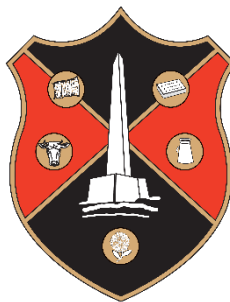
The Council will ensure that all staff and councillors receive appropriate data protection training and guidance relevant to their roles.

13. Policy Review

This policy will be reviewed regularly and updated to reflect changes in legislation, guidance, and Council practices.

Signed on behalf of Wellington Town Council
Chief Executive/Town Clerk

Date: _____



WELLINGTON TOWN COUNCIL CCTV POLICY

1. Introduction

This Policy is to control the management, operation, use and confidentiality of the CCTV systems at Wellington Park, the Kings Arms Community Hub and the Open Spaces Depot.

Town Centre CCTV cameras are operated and monitored under contract by Somerset Council and are not covered by this Policy.

This policy will be subject to periodic review by the Town Council to ensure that it continues to reflect the public interest and that it and the system meets all legislative requirements.

Wellington Town Council accepts the data protection principles based on the General Data Protection Regulation (GDPR) which became law on 25th May 2018.

The policy is based on the premise that Personal Data must be:

- Processed fairly, lawfully and in a transparent manner in relation to the data subject;
- Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- Accurate and, where necessary, kept up to date;
- Kept in a form that permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;
- Processed in a manner that ensures appropriate security of the personal data including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

2. Statement of Purpose

To provide a safe and secure environment for the benefit of those who might visit, work or live in the area. The system will not be used to invade the privacy of any individual, except when carried out in accordance with the law.

The scheme will be used for the following purposes:

- To reduce the fear of crime by persons using Town Council facilities, so they can enter and leave the buildings and facilities without fear of intimidation by individuals or groups;
- To reduce the vandalism of property and to prevent, deter and detect crime and disorder;
- To assist the police, the Town Council and other Law Enforcement Agencies with identification, detection, apprehension and prosecution of offenders by examining and using retrievable evidence relating to crime, public order or contravention of bye-laws;
- To deter potential offenders by publicly displaying the existence of CCTV, having cameras clearly sited that are not hidden and signs on display, both inside and outside Town Council buildings;
- To assist all 'emergency services' to carry out their lawful duties.

The system will not be used to unjustifiably intrude on the privacy of individuals. Any use in relation to staff will be transparent, proportionate, and in line with employment law.

3. CCTV and Staff Misconduct Investigations

CCTV images may be reviewed as part of an investigation into alleged staff misconduct. Such use of CCTV will only take place where it is considered lawful, necessary and proportionate, and where there are clear and legitimate management grounds for doing so. The Council recognises the sensitivity of using surveillance material in employment matters and commits to ensuring that such reviews are conducted fairly, transparently, and in accordance with ACAS guidance, the Data Protection Act 2018, and the Council's Managing Employee Performance Procedure.

This will only occur when:

- There is a legitimate management concern or a formal allegation.
- Review of CCTV is a necessary and proportionate means of establishing the facts.
- No less intrusive method is available.
- Employees will be informed through this policy and induction that CCTV may be used for this purpose.
- Covert monitoring will not normally take place. It will only be considered in exceptional circumstances (e.g. suspected criminal activity), with the written authorisation of the Town Clerk (or delegated Deputy Clerk) in consultation with the Chair of Council, and where necessary the police.
- Any images used in disciplinary proceedings will be handled in line with the Council's Managing Employee Performance Procedure, ACAS guidance, and the principles of fairness and transparency.

4. Changes to the Purpose or Policy

A major change that would have a significant impact on either the purpose or this policy of operation of the CCTV scheme will take place only after discussion and resolution at full Council meeting. All agendas are posted on the Town Council website at least 3 clear days (excluding weekends) before Council meetings.

5. Responsibilities of the Owners of the Scheme

The elected Town Council retains overall responsibility for the scheme. Day-to-day responsibility rests with the Clerk to the Council, in conjunction with the CCTV providers.

Breaches of this Policy by operators will be investigated by the Clerk or their delegated representative and reported to Council when necessary.

6. CCTV Code of Practice

A CCTV system prevents crime largely by increasing the risk of detection and prosecution of an offender. Any relevant tape or digital evidence must be in an acceptable format for use at Court hearings. This policy must be read and understood by all persons involved in this scheme and individual copies of this policy will therefore be issued for retention.

Control and Operation of the Cameras, Monitors and Systems.

The following points must be understood and strictly observed by operators:

1. Trained operators must act with due probity and not abuse the equipment or change the pre-set criteria to compromise the privacy of an individual.
2. The position of cameras and monitors have been agreed following consultation with the police and technical contractors in order to comply with the needs of the public.
3. No public access will be allowed to the monitors except for lawful, proper and sufficient reason, with prior approval of the CEO/Clerk to the Council or the Mayor. The Police are permitted access to tapes and prints if they have reason to believe that such access is necessary to investigate, detect or prevent crime. The Police are able to visit Wellington Park, the Kings Arms Community Hub and the Open Spaces Depot to review and confirm the Town Council's operation of CCTV arrangements. Any visit by the Police to view images will be reported to the CEO/Town Clerk.
4. Operators should regularly check the accuracy of the date/time displayed. All sites have software installed so the display clock which will be updated automatically via the internet.
5. Digital records should be securely stored to comply with data protection and should only be handled by the essentially minimum number of persons. Digital images will be erased after a period of 28 days.
6. All sites access to CCTV images are password protected and have an automatic system log out after 5 minutes. The passwords of these systems are not permitted to be shared beyond to roles stipulated in this policy; the CEO/Town Clerk. Sharing a password is considered a breach of this policy and could lead to disciplinary action.
7. Images will not normally be supplied to the media, except on the advice of the police if it is deemed to be in the public interest. The CEO/Clerk to the Council would inform the Mayor of any such action.
8. As records may be required as evidence at Court, each person handling a digital record may be required to make a statement to a police officer and sign an exhibit label. Any images that are handed to a police officer should be signed for by the police officer and information logged to identify the recording and showing the

officer's name and police station. The log should also show when such information is returned to the Town Council by the police and the outcome of its use.

9. Any event that requires checking of recorded data should be clearly detailed in the log book of incidents, including Crime Nos. if appropriate, and the Council Office notified at the next available opportunity (see Appendix A). Any access to CCTV images which are not recorded in the log book, is considered a breach of this policy and could lead to disciplinary action. The log book must be kept up-to-date and must be presented to the CEO/Town Clerk upon request.
10. Any damage to equipment or malfunction should be reported immediately to the CEO/Town Clerk and contact made with the company responsible for maintenance, and the call logged showing the outcome. When a repair has been made this should also be logged showing the date and time of completion.
11. Any request by the police for access to CCTV images to identify a specific incident or an individual member of the public for access to their own recorded image must be made on an 'Access Request Form' with no charge. Forms are available from the Council Office (see Appendix B). **Request from the police will be dealt with as soon as possible but no later than 5 working days. Requests from members of the public will be responded to within 30 days.**

Accountability

Copies of the CCTV Policy are available in accordance with the Freedom of Information Act, as will any reports that are submitted to the Town Council *providing it does not breach security needs*.

The Police will be informed of the installation and provided with a copy of this CCTV Policy.

Any written concerns, complaints or compliments regarding the use of the system will be considered by the Town Council, in line with the existing complaints policy.

Wellington Town Council has considered the need for using CCTV and have decided it is required for the prevention and detection of crime and for protecting the safety of customers. It will not be used for other purposes.

Wellington Town Council will conduct an annual review of the use of CCTV on their premises. (see Appendix C).

THIS POLICY MUST BE COMPLIED WITH AT ALL TIMES.

I have read the above policy and agree to abide by these instructions. I will discuss any concerns with the Clerk to the Council at any time.

Signed Print Name

Date/...../.....

(Operators are issued with their own copy of this policy and shall sign to confirm receipt and compliance.)

Updated by Wellington Town Council –

APPENDIX B



**Wellington Town Council
ACCESS REQUEST FORM – CCTV IMAGES**

Date of Recording:	Place of Recording:	Time of Recording:	
Applicants Name and Address		Description of Applicant and any distinguishing features (e.g. clothing	
Post Code:	Tel.No:		
Signature of Applicant (or parent/guardian if under 18)		A recent photograph may be necessary to aid identification.	
Reason for request - to be submitted to the Town Council.			
Received by:	Clerk's Signature:	Date Received:	Time Received:
Fee Charged / N.A.	Fee Paid:	Request Approved: YES/NO	Date Applicant Informed:

APPENDIX C

Wellington Town Council CCTV System Annual Review

This CCTV system and images produced by it are controlled by Wellington Town Council who is responsible for how the system is used and for notifying the Information Commissioner about the CCTV system and its purpose (which is a legal requirement of the Data Protection Act 1998)

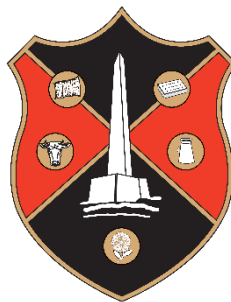
Wellington Town Council has considered the need for using CCTV and has decided it is required for the prevention and detection of crime and for protecting the safety of customers. It will not be used for other purposes. The Town Council conducts an annual review of the use of CCTV on their premises.

	Checked (Date)	By	Date of next review
Notification has been submitted to the Information Commissioner and the next renewal date recorded.			
There is a named individual who is responsible for the operation of the system.			
A system has been chosen which produces clear images which the law enforcement bodies (usually the police) can use to investigate crime and these can easily be taken from the system when required.			
Cameras have been sited so that they provide clear images.			
Cameras have been positioned to avoid capturing the images of persons not visiting the premises.			
There are visible signs showing that CCTV is in operation. Where it is not obvious who is responsible for the system contact details are displayed on the sign(s).			
Images from this CCTV system are securely stored, where only a limited number of authorised persons may have access to them.			
The recorded images will only be retained long enough for any incident to come to light (e.g. for a theft to be noticed) and the incident to be investigated.			
Except for law enforcement bodies, images will not be provided to third parties.			

<p>The organisation knows how to respond to individuals making requests for copies of their own images. If unsure the controller knows to seek advice from the Information Commissioner as soon as such a request is made.</p>			
<p>Regular checks are carried out to ensure that the system is working properly and produces high quality images.</p>			

Please keep this checklist in a safe place until the date of the next review.

Updated by Wellington Town Council –



WELLINGTON TOWN COUNCIL COUNCILLOR TRAINING AND DEVELOPMENT POLICY

1. Introduction

- 1.1. Wellington Town Council recognises the importance of training and development for all Councillors in order to ensure effective governance, lawful decision-making and high standards of conduct.
- 1.2. Councillors are elected to represent the community and are responsible for making decisions that affect the town. It is essential that they have the appropriate knowledge and skills to carry out these duties
- 1.3. The Council is committed to supporting Councillors in developing their understanding of their role and keeping up to date with changes in legislation, policy and best practice.

2. Scope

- 2.1. This policy applies to all elected and co-opted Councillors of Wellington Town Council.
- 2.2. This policy should be read in conjunction with other documents within the Council's Constitution including the Code of Conduct, Standing Orders, Financial Regulations and relevant Council policies.

3. Objectives

- 3.1. The aims of this policy are to:
 - Ensure Councillors understand their roles and responsibilities
 - Promote effective and lawful decision-making
 - Maintain high standards of conduct
 - Support continuous development of knowledge and skills
 - Enable the Council to respond to changing legislation and local needs

4. Induction Training

- 4.1. All newly elected or co-opted Councillors will be expected to undertake an induction programme as soon as practicable after taking office.

- 4.2. The induction programme will include:
- The role of the Town Council and its structure
 - Roles and responsibilities of Councillors
 - The Code of Conduct
 - Standing Orders and Financial Regulations
 - Key policies and procedures
 - Legal and statutory obligations

5. Ongoing Training

5.1. Councillors are encouraged to undertake ongoing training throughout their term of office.

- 5.2. Training opportunities may include:
- Courses and seminars
 - Workshops and briefings
 - Conferences and networking events
 - Online training and webinars

5.3. Attendance at training events will be subject to approval and budget provision.

6. Mandatory Training

6.1. The Council may identify certain training as mandatory where it is necessary for the effective discharge of Councillor duties.

6.2. This may include:

- Code of Conduct training
- Planning training for members of the Planning Committee
- Finance and governance training

6.3. Councillors are expected to attend mandatory training within a reasonable timeframe.

7. Identification of Training Needs

- 7.1. Training needs may be identified through:
- Induction processes
 - Changes in legislation or Council functions
 - Committee requirements
 - Feedback from Councillors

8. Roles and Responsibilities

- 8.1. Councillors will:
- Take responsibility for their own development
 - Attend relevant and mandatory training
 - Keep up to date with issues affecting their role
 - Share knowledge gained where appropriate

- 8.2. The Town Council will:
- Promote a culture of continuous learning
 - Provide access to appropriate training opportunities
 - Allocate a budget for training

- Maintain appropriate records

8.3. The Town Clerk will:

- Maintain records of Councillor training
- Advise on training opportunities
- Support the organisation of induction and development activities

9. Training Records

9.1. A record of all Councillor training will be maintained by the Town Clerk.

9.2. Records will include:

- Training attended
- Date and provider
- Subject matter

9.3. These records will be used to identify skills and any gaps in knowledge.

10. Financial Provision

10.1. The Council will make reasonable provision within its annual budget to support Councillor training and development.

10.2. All expenditure will be in accordance with the Council's Financial Regulations

11. Review

11.1. This policy will be reviewed periodically to ensure it remains effective and up to date.



SERVICE LEVEL AGREEMENT
WELLINGTON TOWN COUNCIL
AND
[INSERT ORG. NAME]

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APPENDIX A 9
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PART 1 – INTRODUCTION

1. DATE OF AGREEMENT

[DATE]

to

[DATE]

2. PARTIES

This is an agreement between:

The Council:

WELLINGTON TOWN COUNCIL

The Service Provider:

[INSERT]

3. REPRESENTATIVE/CONTACT PERSON

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

The Council:

Wellington Town Council—Town Clerk, currently

Service Provider:

[INSERT]

4. OBJECT OF AGREEMENT

The Council have agreed to provide grant funding to enable the Service Provider to deliver [INSERT] within Wellington.

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

5. PERIOD OF AGREEMENT

This Agreement is effective from [INSERT], covering the period from [insert] to [INSERT] unless terminated earlier in accordance with Section 25.

6. STATUS OF SERVICE PROVIDER

In carrying out this Agreement the Service Provider, 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 within the provisions of the Data Protection Act 1998 with any requests for information 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.
- To notify the Council if there are any significant changes in its work plan constitution, staffing structure, and funding external to this agreement
- To maintain a proper set of financial accounts of its activities and shall 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 Service Provider will give acknowledgement of the Councils support
- The Service Provider will recognise within the work that they do their role to enhance community safety to reduce inequalities and promote diversity.
- It is a requirement of Membership that the Service Provider's Board is representative of the community and must take steps to ensure that appropriate user groups, especially minority and disadvantaged groups are represented.
- The Service Provider shall safeguard the Grant against fraud generally and, in particular, fraud on the part of any staff employed by the Service Provider and its suppliers. The Service Provider 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

The Service Provider 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 will be informed of any formal complaints about the service.

10. EQUAL OPPORTUNITIES

The Service Provider shall follow all current legislative requirements in respect of equal opportunities and shall strive to implement these with regard to employees and users. The Service Provider will provide the Council with copies of their Equality and Diversity Policies.

11. HEALTH & SAFETY

The Service Provider 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. The Service Provider operates a Health and Safety Policy and provide a copy to the Council on request.

12. SAFEGUARDING

The Council will ensure that the appropriate level of Disclosure and Barring Service (DBS) check is made for all employees/volunteers who will be working with vulnerable adults and children. Employees must not be allowed to work unsupervised with vulnerable people until the DBS disclosure has been received. The Service Provider

Commented [WTC1]: This to be reviewed per individual agreement

shall not employ any individual who has been barred from working with vulnerable adults through the governments DBS scheme.

The Service Provider shall comply with the Safeguarding Vulnerable Groups Act (SVGA) 2006. The Service Provider is required to have in place a policy for the safeguarding of vulnerable adults and children.

The Service Provider will provide the Council with copies of their Safeguarding Policy.

13. USE OF OTHER ORGANISATIONS

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

14. HUMAN RIGHTS

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

15. INFORMATION SECURITY/INFORMATION SHARING

It is the responsibility of the Service Provider 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 CONTINGENCIES

The Service Provider shall maintain with insurers appropriate insurance arrangements in respect of employer's liability and public liability. Where appropriate to the service, the Service Provider will hold a policy for Professional Indemnity Insurance. Contingencies will be provided to minimise interruption to business due to unforeseen events.

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

17. VALUE ADDED TAX

It is believed 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 the Service Provider shall be paid such Value Added Tax as may be properly chargeable by the Service Provider in connection with the provisions of the service. The Service Provider shall issue a tax invoice in respect thereof. It is the Service Provider's responsibility to account for Value Added Tax and the Service Provider shall seek advice from Customs and Excise if in doubt.

18. TRANSFER OR ASSIGNMENT

The Service Provider should not, without the prior written permission of the Council, transfer or assign, directly or indirectly, to any person or persons, the whole or any part of this Agreement without the written consent of the Council.

19. INSOLVENCY

If the Service Provider 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 the Service Provider.

20. THE COUNCIL'S OBLIGATIONS

- The Council shall pay the sums set down in Appendix A, [subject to satisfactory reporting as detailed](#).
- Payments will be made by BACS.
- The Council shall notify the Service Provider of any likely changes in funding levels at the earliest opportunity and with at least 3 months written notice
- The Agreement is for the services as specified in Appendix B. Any development of the service will require additional negotiation and application(s) for funding.

21. MONITORING

The Council and Service Provider shall together operate the monitoring arrangements set out in Part 2 of this Agreement and will be led by the Council.

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 all Parties should observe and agree to comply with:

- Avoidance of inaccurate or misleading reporting;
- Confidentiality of personal or sensitive information;
- 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.

23. RESOLVING PROBLEMS

If either the Council or the Service Provider 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 the Service Provider 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, the Service Provider 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 staff. In these circumstances the Service Provider reserves the right to adjust the service provided and if appropriate to seek a review of the Agreement.

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

In the event that such a dispute 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, or failing agreement who shall be appointed by the President of the National Council for Voluntary Organisations (NCVO).

Mediation under this clause shall be conducted in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure or any other model mediation procedure as agreed between the parties.

The parties agree that the findings of the 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 [MONTH] 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 agree. The Agreement can be varied with the agreement of both the Council and the Service Provider and recorded in writing.

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

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 the Service Provider with the Council outside this agreement, and such negotiation will commence as early as possible. However, this is the decision of the Council's Members no undertaking can be given in this Service Level Agreement.

25. TERMINATION

The Council or the Service Provider 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 Service Provider 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 The Service Provider for any period following the financial year (i.e. 1 April — 31 March) in which the agreement is terminated.

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

- 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 Service Provider's behalf
 - giving or agreeing to give any member or officer of the Council's 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. 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.

SAMPLE

PART 2 – MONITORING ARRANGEMENTS

1. The Service Provider will monitor and evaluate its Service in accordance with procedures and directions set out by its directors.

The Service Provider will produce performance monitoring reports and present the reports to the Council, every quarter.

The report will include:

[list to be personalised to each service provider, items could include; demand (referrals received etc., number of clients repeat and new), hours provided, client feedback, cumulative yearly data, Wellington specific data]

2. The Service Provider 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
 - Summary of consultation with Service Users
 - A summary report of complaints received
 - Additional reports/work plans as appropriate and available
3. The Council and Service Provider may, by mutual agreement instigate an in-depth evaluation of any aspect of the work of the Service Provider should the need arise.
4. The Service Provider may be required to attend a External Funding Working Group Meeting on no more than two occasions each financial year and shall involve the following:
 - Authorised representatives of the Council
 - Authorised representatives of The Service Provider
 - Any independent advisor invited by either party, if required.
5. Documents will be held on file and submitted to the Council when updated:
 - Membership Scheme (if applicable)
 - Articles of Association/Constitution
 - Business plan (including Development Plan)
 - Equal Opportunities Policy
 - Safeguarding Vulnerable Adults and Children Policy
 - Complaints Procedures/Records
 - Quality Assurance

Commented [AK2]: This is from the original template. In reality - Service Providers report annually.

PART 3 - SIGNATURES

For and on behalf of the Council;

.....
Chief Executive or Democratic Services & Finance Manager

.....
Chairman of Wellington Town Council

.....
Date

For and on behalf of the Service Provider;

.....
[INSERT NAME AND TITLE]

.....
Date

SAMPLE

APPENDIX A

1. FUNDING

The Council shall pay a total of £[INSERT] to the Service Provider:

- i. £[INSERT] to the Service Provider within four weeks of the commencement of the contract for services to be provided between [INSERT 1ST YR DATES]
- ii. £[INSERT] to the Service Provider for services to be provided between [INSERT 2ND YR DATES].
- iii. £[INSERT] to the Service Provider for services to be provided between [INSERT 3RD YR DATES].

[Funding in years two and three \(items ii and iii above\) shall only be released upon satisfactory reporting as required in Section 2.](#)

[Reporting shall be presented to the Council's Policy & Finance Committee who will approve the release of future payments. If the feedback received is not deemed to be satisfactory, it will be presented to Full Council along with a copy of this agreement for further review.](#)

2. CAPITAL PURCHASES

On termination of the agreement, the Service Provider shall retain ownership of any capital purchases made with the funding provided.

3. PERIOD OF NOTICE OF CHANGES IN FUNDING LEVELS

The Council shall give three months' notice in writing if there are any perceived changes in funding to the Service Provider.

4. PERIOD OF NOTICE FOR TERMINATION OF AGREEMENT

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

APPENDIX B

Services to be provided;

1. [AS MUCH DETAIL AS POSSIBLE TO BE INSERTED IN CONJUNCTION WITH THE PROVIDER]
2. The Service Provider must make arrangements for the provision of delivery which is accessible to all service users.
3. Hours of operation will be at the discretion of the Service Provider. However, the hours of operation should meet the needs of service users.

SAMPLE



SERVICE LEVEL AGREEMENT

WELLINGTON TOWN COUNCIL AND REMINISCENCE LEARNING

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PART 1 – INTRODUCTION

1. DATE OF AGREEMENT

01 April 2026
to
31 March 2027

2. PARTIES

This is an agreement between:

The Council:
WELLINGTON TOWN COUNCIL

The Service Provider:
REMINISCENCE LEARNING

3. REPRESENTATIVE/CONTACT PERSON

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

The Council:
Chief Executive, David Farrow

Service Provider:
Chief Executive, Fiona Mahoney

4. OBJECT OF AGREEMENT

The Council have agreed to provide grant funding to enable the Service Provider to deliver dementia services within Wellington.

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

5. PERIOD OF AGREEMENT

This Agreement is effective from the date of signing, covering the period from 01 April 2026 to 31 March 2027 unless terminated earlier in accordance with Section 25.

6. STATUS OF SERVICE PROVIDER

In carrying out this Agreement the Service Provider, 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 within the provisions of the Data Protection Act 1998 with any requests for information 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.
- To notify the Council if there are any significant changes in its work plan constitution, staffing structure, and funding external to this agreement
- To maintain a proper set of financial accounts of its activities and shall 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 Service Provider will give acknowledgement of the Councils support
- The Service Provider will recognise within the work that they do their role to enhance community safety to reduce inequalities and promote diversity.
- It is a requirement of Membership that the Service Provider's Board is representative of the community and must take steps to ensure that appropriate user groups, especially minority and disadvantaged groups are represented.
- The Service Provider shall safeguard the Grant against fraud generally and, in particular, fraud on the part of any staff employed by the Service Provider and its suppliers. The Service Provider 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

The Service Provider 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 will be informed of any formal complaints about the service.

10. EQUAL OPPORTUNITIES

The Service Provider shall follow all current legislative requirements in respect of equal opportunities and shall strive to implement these with regard to employees and users. The Service Provider will provide the Council with copies of their Equality and Diversity Policies.

11. HEALTH & SAFETY

The Service Provider 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. The Service Provider operates a Health and Safety Policy and provide a copy to the Council on request.

12. SAFEGUARDING

The Service Provider will ensure that the appropriate level of Disclosure and Barring Service (DBS) check is made for all employees/volunteers who will be working with vulnerable adults and children. Employees must not be allowed to work unsupervised with vulnerable people until the DBS disclosure has been received. The Service

Provider shall not employ any individual who has been barred from working with vulnerable adults through the governments DBS scheme.

The Service Provider shall comply with the Safeguarding Vulnerable Groups Act (SVGA) 2006. The Service Provider is required to have in place a policy for the safeguarding of vulnerable adults and children.

The Service Provider will provide the Council with copies of their Safeguarding Policy.

13. USE OF OTHER ORGANISATIONS

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

14. HUMAN RIGHTS

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

15. INFORMATION SECURITY/INFORMATION SHARING

It is the responsibility of the Service Provider 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 CONTINGENCIES

The Service Provider shall maintain with insurers appropriate insurance arrangements in respect of employer's liability and public liability. Where appropriate to the service, the Service Provider will hold a policy for Professional Indemnity Insurance. Contingencies will be provided to minimise interruption to business due to unforeseen events.

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

17. VALUE ADDED TAX

It is believed 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 the Service Provider shall be paid such Value Added Tax as may be properly chargeable by the Service Provider in connection with the provisions of the service. The Service Provider shall issue a tax invoice in respect thereof. It is the Service Provider's responsibility to account for Value Added Tax and the Service Provider shall seek advice from Customs and Excise if in doubt.

18. TRANSFER OR ASSIGNMENT

The Service Provider should not, without the prior written permission of the Council, transfer or assign, directly or indirectly, to any person or persons, the whole or any part of this Agreement without the written consent of the Council.

19. INSOLVENCY

If the Service Provider 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 the Service Provider.

20. THE COUNCIL'S OBLIGATIONS

- The Council shall pay the sums set down in Appendix A, subject to satisfactory reporting as detailed.
- Payments will be made by BACS.
- The Council shall notify the Service Provider of any likely changes in funding levels at the earliest opportunity and with at least 3 months written notice
- The Agreement is for the services as specified in Appendix B. Any development of the service will require additional negotiation and application(s) for funding.

21. MONITORING

The Council and Service Provider shall together operate the monitoring arrangements set out in Part 2 of this Agreement and will be led by the Council.

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 all Parties should observe and agree to comply with:

- Avoidance of inaccurate or misleading reporting;
- Confidentiality of personal or sensitive information;
- 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.

23. RESOLVING PROBLEMS

If either the Council or the Service Provider 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 the Service Provider 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, the Service Provider 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 staff. In these circumstances the Service Provider reserves the right to adjust the service provided and if appropriate to seek a review of the Agreement.

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

In the event that such a dispute 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, or failing agreement who shall be appointed by the President of the National Council for Voluntary Organisations (NCVO).

Mediation under this clause shall be conducted in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure or any other model mediation procedure as agreed between the parties.

The parties agree that the findings of the 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 [MONTH] 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 agree. The Agreement can be varied with the agreement of both the Council and the Service Provider and recorded in writing.

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

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 the Service Provider with the Council outside this agreement, and such negotiation will commence as early as possible. However, this is the decision of the Council's Members no undertaking can be given in this Service Level Agreement.

25. TERMINATION

The Council or the Service Provider 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 Service Provider 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 The Service Provider for any period following the financial year (i.e. 1 April — 31 March) in which the agreement is terminated.

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

- 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 Service Provider's behalf
 - giving or agreeing to give any member or officer of the Council's 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. 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.

DRAFT

PART 2 – MONITORING ARRANGEMENTS

1. The Service Provider will monitor and evaluate its Service in accordance with procedures and directions set out by its directors.

The Service Provider will produce performance monitoring reports and present the reports to the Council, every quarter.

The report will include:

- Demand for the service including;
 - Number of repeat clients or carers
 - Number of new clients or carers
 - Number of weeks and hours operated
 - Number of clients or carers that are Wellington residents
 - Summary of client and or carer feedback about the service received
2. The Service Provider 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
 - Summary of consultation with Service Users
 - A summary report of complaints received
 - Additional reports/work plans as appropriate and available
 3. The Council and Service Provider may, by mutual agreement instigate an in-depth evaluation of any aspect of the work of the Service Provider should the need arise.
 4. The Service Provider may be required to attend a External Funding Working Group Meeting on no more than two occasions each financial year and shall involve the following:
 - Authorised representatives of the Council
 - Authorised representatives of The Service Provider
 - Any independent advisor invited by either party, if required.
 5. Documents will be held on file and submitted to the Council when updated:
 - Membership Scheme (if applicable)
 - 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 the Council;

.....
Chief Executive

.....
Chairman of Wellington Town Council

.....
Date

For and on behalf of the Service Provider;

.....
Chief Executive

.....
Date

DRAFT

APPENDIX A

1. FUNDING

The Council shall pay a total of £20,000 to the Service Provider:

- i. £20,000 to the Service Provider within four weeks of the commencement of the contract for services to be provided between 01 April 2026 – 31 March 2027

Further funding to the Service Provider shall only be released upon satisfactory reporting as required in Section 2.

Reporting shall be presented to the Council's Policy & Finance Committee who will approve the release of future payments. If the feedback received is not deemed to be satisfactory, it will be presented to Full Council along with a copy of this agreement for further review.

2. CAPITAL PURCHASES

On termination of the agreement, the Service Provider shall retain ownership of any capital purchases made with the funding provided.

3. PERIOD OF NOTICE OF CHANGES IN FUNDING LEVELS

The Council shall give three months' notice in writing if there are any perceived changes in funding to the Service Provider.

4. PERIOD OF NOTICE FOR TERMINATION OF AGREEMENT

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

APPENDIX B

Services to be provided;

1. Funday Friday
 - a. Sessions will take place weekly (50 per year) and are open those who are living with dementia/memory loss, including those in the early stages of the disease, and their Carers.
 - b. The sessions will take place in Wellington and will be open to Wellington residents and those who live outside the boundaries.
 - c. Attendees to the sessions are welcome to donate £5 per person to help cover the running costs.
2. Face to Face Carers
 - a. Once a month meeting at a local coffee shop or food venue and discuss daily life providing help support and recommendations where needed.
3. Online Carers
 - a. Remote support sessions will take place twice a week and are open to Carers of those who are living with dementia/memory loss including those in the early stages of the disease.
4. Archie Project
 - a. To deliver this to at least 4 of the 6 local primary schools in the Wellington area to educate young children about the disease to increase understanding and communication skills.
 - b. Linking primary schools with local care homes to encourage communication and reduce stigma and fear of dementia.
5. Creative Art Project
 - a. Sessions open to all to provide a creative and cathartic approach to helping people reduce the stresses of daily life.
6. Walk & Talk
 - a. To promote exercise, taking in the beautiful natural surroundings of Wellingtons open spaces, encourage communication and promote positivity in the local community.
7. The Service Provider must make arrangements for the provision of delivery which is accessible to all service users.
8. Hours of operation will be at the discretion of the Service Provider. However, the hours of operation should meet the needs of service users.



SERVICE LEVEL AGREEMENT

WELLINGTON TOWN COUNCIL AND WELLINGTON COMMUNITY COUNSELLING CIC

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PART 1 – INTRODUCTION

1. DATE OF AGREEMENT

01 April 2026

to

31 March 2027

2. PARTIES

This is an agreement between:

The Council:

WELLINGTON TOWN COUNCIL

The Service Provider:

Wellington Community Counselling CIC

3. REPRESENTATIVE/CONTACT PERSON

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

The Council:

Chief Executive – Daivd Farrow

Service Provider:

Chief Executive and Clinical Lead - Rhonda Lovell

4. OBJECT OF AGREEMENT

The Council have agreed to provide grant funding to enable the Service Provider to deliver counselling services within Wellington.

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

5. PERIOD OF AGREEMENT

This Agreement is effective from the date of signing, covering the period from 01 April 2026 to 31 March 2027 unless terminated earlier in accordance with Section 25.

6. STATUS OF SERVICE PROVIDER

In carrying out this Agreement the Service Provider, 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 within the provisions of the Data Protection Act 1998 with any requests for information 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.
- To notify the Council if there are any significant changes in its work plan constitution, staffing structure, and funding external to this agreement
- To maintain a proper set of financial accounts of its activities and shall 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 Service Provider will give acknowledgement of the Councils support
- The Service Provider will recognise within the work that they do their role to enhance community safety to reduce inequalities and promote diversity.
- It is a requirement of Membership that the Service Provider's Board is representative of the community and must take steps to ensure that appropriate user groups, especially minority and disadvantaged groups are represented.
- The Service Provider shall safeguard the Grant against fraud generally and, in particular, fraud on the part of any staff employed by the Service Provider and its suppliers. The Service Provider 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

The Service Provider 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 will be informed of any formal complaints about the service.

10. EQUAL OPPORTUNITIES

The Service Provider shall follow all current legislative requirements in respect of equal opportunities and shall strive to implement these with regard to employees and users. The Service Provider will provide the Council with copies of their Equality and Diversity Policies.

11. HEALTH & SAFETY

The Service Provider 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. The Service Provider operates a Health and Safety Policy and provide a copy to the Council on request.

12. SAFEGUARDING

The Service Provider will ensure that the appropriate level of Disclosure and Barring Service (DBS) check is made for all employees/volunteers who will be working with vulnerable adults and children. Employees must not be allowed to work unsupervised with vulnerable people until the DBS disclosure has been received. The Service

Provider shall not employ any individual who has been barred from working with vulnerable adults through the governments DBS scheme.

The Service Provider shall comply with the Safeguarding Vulnerable Groups Act (SVGA) 2006. The Service Provider is required to have in place a policy for the safeguarding of vulnerable adults and children.

The Service Provider will provide the Council with copies of their Safeguarding Policy.

13. USE OF OTHER ORGANISATIONS

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

14. HUMAN RIGHTS

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

15. INFORMATION SECURITY/INFORMATION SHARING

It is the responsibility of the Service Provider 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 CONTINGENCIES

The Service Provider shall maintain with insurers appropriate insurance arrangements in respect of employer's liability and public liability. Where appropriate to the service, the Service Provider will hold a policy for Professional Indemnity Insurance. Contingencies will be provided to minimise interruption to business due to unforeseen events.

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

17. VALUE ADDED TAX

It is believed 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 the Service Provider shall be paid such Value Added Tax as may be properly chargeable by the Service Provider in connection with the provisions of the service. The Service Provider shall issue a tax invoice in respect thereof. It is the Service Provider's responsibility to account for Value Added Tax and the Service Provider shall seek advice from Customs and Excise if in doubt.

18. TRANSFER OR ASSIGNMENT

The Service Provider should not, without the prior written permission of the Council, transfer or assign, directly or indirectly, to any person or persons, the whole or any part of this Agreement without the written consent of the Council.

19. INSOLVENCY

If the Service Provider 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 the Service Provider.

20. THE COUNCIL'S OBLIGATIONS

- The Council shall pay the sums set down in Appendix A, subject to satisfactory reporting as detailed.
- Payments will be made by BACS.
- The Council shall notify the Service Provider of any likely changes in funding levels at the earliest opportunity and with at least 3 months written notice
- The Agreement is for the services as specified in Appendix B. Any development of the service will require additional negotiation and application(s) for funding.

21. MONITORING

The Council and Service Provider shall together operate the monitoring arrangements set out in Part 2 of this Agreement and will be led by the Council.

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 all Parties should observe and agree to comply with:

- Avoidance of inaccurate or misleading reporting;
- Confidentiality of personal or sensitive information;
- 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.

23. RESOLVING PROBLEMS

If either the Council or the Service Provider 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 the Service Provider 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, the Service Provider 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 staff. In these circumstances the Service Provider reserves the right to adjust the service provided and if appropriate to seek a review of the Agreement.

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

In the event that such a dispute 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, or failing agreement who shall be appointed by the President of the National Council for Voluntary Organisations (NCVO).

Mediation under this clause shall be conducted in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure or any other model mediation procedure as agreed between the parties.

The parties agree that the findings of the 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 [MONTH] 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 agree. The Agreement can be varied with the agreement of both the Council and the Service Provider and recorded in writing.

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

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 the Service Provider with the Council outside this agreement, and such negotiation will commence as early as possible. However, this is the decision of the Council's Members no undertaking can be given in this Service Level Agreement.

25. TERMINATION

The Council or the Service Provider 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 Service Provider 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 The Service Provider for any period following the financial year (i.e. 1 April — 31 March) in which the agreement is terminated.

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

- 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 Service Provider's behalf
 - giving or agreeing to give any member or officer of the Council's 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. 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.

DRAFT

PART 2 – MONITORING ARRANGEMENTS

1. The Service Provider will monitor and evaluate its Service in accordance with procedures and directions set out by its directors.

The Service Provider will produce performance monitoring reports and present the reports to the Council, every quarter.

The report will include (anonymised data):

- 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. The Service Provider 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
 - Summary of consultation with Service Users
 - A summary report of complaints received
 - Additional reports/work plans as appropriate and available
 3. The Council and Service Provider may, by mutual agreement instigate an in-depth evaluation of any aspect of the work of the Service Provider should the need arise.
 4. The Service Provider may be required to attend a External Funding Working Group Meeting on no more than two occasions each financial year and shall involve the following:
 - Authorised representatives of the Council
 - Authorised representatives of The Service Provider
 - Any independent advisor invited by either party, if required.
 5. Documents will be held on file and submitted to the Council when updated:
 - Membership Scheme (if applicable)
 - 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 the Council;

.....
Chief Executive

.....
Chairman of Wellington Town Council

.....
Date

For and on behalf of the Service Provider;

.....
Rhonda Lovell

.....
Date

DRAFT

APPENDIX A

1. FUNDING

The Council shall pay a total of £22,620 to the Service Provider:

- i. £22,620 to the Service Provider within four weeks of the commencement of the contract for services to be provided between 01 April 2026 – 31 March 2027

Further funding to the Service Provider shall only be released upon satisfactory reporting as required in Section 2.

Reporting shall be presented to the Council's Policy & Finance Committee who will approve the release of future payments. If the feedback received is not deemed to be satisfactory, it will be presented to Full Council along with a copy of this agreement for further review.

2. CAPITAL PURCHASES

On termination of the agreement, the Service Provider shall retain ownership of any capital purchases made with the funding provided.

3. PERIOD OF NOTICE OF CHANGES IN FUNDING LEVELS

The Council shall give three months' notice in writing if there are any perceived changes in funding to the Service Provider.

4. PERIOD OF NOTICE FOR TERMINATION OF AGREEMENT

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

APPENDIX B

Services to be provided;

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.
4. It is envisaged that 348 hours of counselling will be provided in respect of the 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). Any Trainee Counsellors providing the service shall also be subject to these conditions.
6. The Service Provider must make arrangements for the provision of delivery which is accessible to all service users.
7. Hours of operation will be at the discretion of the Service Provider. However, the hours of operation should meet the needs of service users.



Title	Reserves & Associated Projects
Meeting	Full Council
Date of meeting	06 May 2026
Action Required	Approval
Report Author and email address	Alice Kendall – Democratic Services & Finance Manager alice@wellingtontowncouncil.co.uk

1. Introduction

- 1.1. The purpose of this report is to review the level of earmarked reserves and the general fund at the end of the 2025/26 financial year.
- 1.2. The Council has several projects required funding outside of the normal revenue, this paper sets out their requirements.
- 1.3. Financial reserve levels are a matter reserved for Full Council but the Policy & Finance Committee reviewed an earlier copy of this paper, and it has been updated based on the discussion at that meeting.
- 1.4. The final decision will inform figures required for the 25/26 Summary of Funds report which is published along with Audit paperwork.

2. Background

- 2.1. As part of the budget setting process, the DSFM reviews and calculates the following figures to inform the level of Precept required:
 - Likely closing bank balance at year end,
 - Likely closing Earmarked Reserves (EMR) balances at year end, and
 - The General Reserve (GR) level required for the following year.

- 2.2. The figures are used to calculate any surplus funds (closing balance – EMR – GR = surplus) which are used to reduce the Precept amount demanded.
- 2.3. Now the end of the Financial Year has passed, the actual and likely figures are analysed. The outcomes of which are detailed in item 4 below.
- 2.4. The Council has identified several projects that will be funded from reserves and/or possible excess surplus in the general fund in the 2026/27 year:
 - Refurbish Park Toilets
 - Refurbish North Street Toilets
 - Pump Track at Recreation Ground
- 2.5. It was agreed at the April Policy & Finance Committee that, if possible, the Council should seek to fund all three projects in the current financial year.
- 2.6. The DSFM has provided updated reserves tables and calculations to this effect.

3. Links to Council Vision and Place Plan

Budget setting, including reserves, links to all areas of the Council's Vision and the Place Plan. Each project will have its own links detailed in its' specific paper.

Vision

- An inclusive, safe and secure town where everybody is supportive of each other and offers particular care for the more vulnerable members of our community
- A town with a diverse, thriving, and resilient local economy
- A town with vibrant cultural, sporting, and social communities
- Proud and protective of our heritage, green spaces, and biodiversity
- Committed to becoming a net carbon neutral town
- A destination of choice for people to live and work and for businesses to be located.
- Connected with the Blackdown Hills National Landscape and surrounding communities

Wellington Place Plan

- Inclusive Access and Connected Communities
- Pride in Place: Culture, Heritage & Belonging
- A Healthy, Sustainable & Green Town
- Youth, Learning & Lifelong Support
- Housing, Inclusion & Community Safety
- Enterprise, Skills & Local Economies

4. Financial Implications

4.1. The table below compares the anticipated and actual closing bank, reserves and surplus balances.

Bank Balances				
	Anticipated	Actual	Difference	Variance
Opening Balance	£810,167	£810,167		
(+) Receipts	£1,431,556	£1,579,040	£147,484	10%
(-) Payments	£1,455,199	£1,594,794	£139,595	10%
Closing Balance	£786,524	£794,414	£7,889	1%
Reserves				
(-) EMR	£408,815	£390,082	£18,733	5%
(-) GR	£250,000	£250,000		
Surplus	£127,709	£154,332	£26,622	21%

4.2. Appendix 1 contains details of each earmarked reserve, including suggestions from the DSFM on transfers to cover each of the abovementioned projects.

4.3. The table sees the projects being able to be fully funded so that they may be implemented in 2026/27.

4.4. For the Pump Track specifically, the majority of the funding from reserves is deposits from Community Infrastructure Levy (CIL).

4.5. Previous reports to Council suggested that the Pump Track be funded in it's entirety by external funding. Although the Council has enough financial reserve to fund the project, it is my recommendation that as much external funding as possible is still pursued. This will enable excess funds to be released back into the general fund or be re-allocated back to other earmarked reserves.

4.6. The projects at the two toilet blocks are not eligible to be funded by CIL and have been funded from reserves previously built from Precept income.

4.7. While spending from CIL has no impact on the Precept level; However, if the Council wishes to replace all the money spent from precepted earmarked reserves, there will be an impact on the percentage increase of Precept in the 27/28 budget setting process.

4.8. For context, the payments into reserves for the 26/27 precept figure was £72,591. The Band D equivalent being £263.51, an increase on the previous year of 24.37%.

- 4.9. For 27/28, replacement of the anticipated spent reserves as well as previously planned deposits totals £143,500 (at time of writing). For comparison, if this figure is used in the 26/27 precept calculations, the resulting Band D is £275.42. An increase of 29.99% on the previous year and 4.5% on the actual figure set.
- 4.10. This figure could be reduced by pursuing external funding for the pump track, which will ease the impact on the precept figure.
- 4.11. These figures and calculations are quoted to **only** provide context for the likely impact on the Precept and are not final. The figures will be further reviewed during the budget setting process later in the year.

5. Risks

5.1. Financial Risk

This paper proposes using reserves and/or excess surplus to fund several capital projects. Drawing down earmarked reserves reduces the Council's ability to respond to:

- unforeseen expenditure,
- emergencies,
- future budget pressures.

Mitigation: The Council has reviewed and set a good amount of General Reserve (£250,000) for 26/27. It is not currently proposed to draw down any of this.

5.2. Individual Project Risk

Several projects are not fully funded and there is therefore a risk that projects may be delayed, scaled back or abandoned. Reviewing the funding as part of this process will appropriately mitigate this risk.

5.3. Reputational Risk

Projects being subsequently delayed, scaled back or not delivered poses a reputational risk of perceived over-promising and under-delivery. This process will ensure a fair and appropriate funding share across projects.

6. Considerations

Officers Recommendations:

- 6.1. That the reserves table in appendix 1 be approved so that all three projects in this report may be fully funded, under the proviso that external funding is sought for the pump track.

7. Background Papers

- 7.1. Reserve Balance Report (attached)
- 7.2. Kings Arm Kitchen enhancement report (attached, from previous report)
- 7.3. Projects Requiring Funding (attached, from previous report)

Appendix 1 – Reserve Balances Report

Earmarked Reserves										
Name	Opening Bal	26-27 Payment	26-27 Transfers	26-27 Income	26-27 Balance	26-27 Spend	26-27 Closing	Notes	Potential Funding?	27-28 Payments
Elections	£0.00	£17,500.00	£0.00	£0.00	£17,500.00	£0.00	£17,500.00	Two contested elections in 25/26 resulted in overspend of £4,752.87 which has been cleared with a transfer from the General Fund. Payments into fund over next two years to cover 2027 election costs.		£17,500.00
CIL	£10,449.04	£0.00	-£10,449.04	£0.00	£0.00	£0.00	£0.00	£10,449.04 moved to Pump track		
Railway Station	£30,000.00	£0.00	£0.00	£0.00	£30,000.00	£0.00	£30,000.00			
Capital Projects	£36,908.25	£13,091.75	£4,500.00	£0.00	£54,500.00	-£54,500.00	£0.00	Park Toilets c£54,500. Transfer top up from excess surplus		£50,000.00
Playing Pitch Strategy	£9,000.00	£0.00	-£9,000.00	£0.00	£0.00	£0.00	£0.00	£9k moved to Pump Track. Fund from Professional Fees IF needed in 26/27.		
Committed CIL	£67,200.00	£0.00	-£50,000.00	£0.00	£17,200.00	-£17,200.00	£0.00	£50k Moved to Pump Track £17,200 for CCTV upgrades invoice expected soon.		
Vehicle Replacement	£18,500.00	£12,000.00	£0.00	£0.00	£30,500.00	-£16,000.00	£14,500.00			£12,000.00
Kings Arms CIL	£3,691.00	£0.00	£0.00	£0.00	£3,691.00	£0.00	£3,691.00	Amount reserved due to VAT position (more claimed than de minimis £7,500). Advice to be sought on Council VAT position in General.		
Longforth CIL	£62,300.00	£0.00	£0.00	£0.00	£62,300.00	-£62,300.00	£0.00			
Play Areas	£20,500.00	£10,000.00	-£24,000.00	£0.00	£6,500.00	£0.00	£6,500.00	£24k moved to Pump Track		£24,000.00
Bridges	£20,000.00	£20,000.00	-£40,000.00	£0.00	£0.00	£0.00	£0.00	£28,520 transferred to North St. £11,480 transferred to Pump Track		£40,000.00
Basins Allotments CIL	£1,384.51	£0.00	£0.00	£0.00	£1,384.51	£0.00	£1,384.51	Project not yet completed as anticipated.		
Longforth Road Toilets	£104,148.97	£0.00	£0.00	£0.00	£104,148.97	-£104,148.97	£0.00			
KA Kitchen	£6,000.00		£0.00	£0.00	£6,000.00	-£6,000.00	£0.00	New proposed reserve to protect underspend. Report in Appendix 2.		
Pump Track			£104,929.04	£49,710.00	£154,639.04	-£155,000.00	-£360.96	Projects cost £155,000 Income £48,710 S106 £1,000 Donations	£20k Lottery £15k (?) Sports England	
North St Toilets			£42,750.00	£0.00	£42,750.00	-£42,750.00	£0.00	Project cost £42,750		
Total	£390,081.77	£72,591.75	£18,730.00	£49,710.00	£531,113.52	-£457,898.97	£73,214.55			£143,500.00

Appendix 2 – Kings Arms Kitchen Enhancement Report



Title	Kitchen Enhancement – King Arms Community Hub Report
Meeting	Full Council
Date of meeting	
Action Required	Approve the retention and use of remaining allocated funds to complete the works
Report Author and email address	Laura Batcha- Community Development Officer. laura@wellingtontowncouncil.co.uk

1. Introduction

This report provides an update on the Kings Arms Community Hub kitchen provision and seeks approval to retain remaining allocated funds to complete planned improvements.

Following initial works to improve safety and access, this report outlines a proportionate next phase to enhance the functionality of the existing kitchenette, enabling wider community use aligned with current delivery.

2. Background

The original kitchen provision within Kings Arms was designed as a small kitchenette, enabling the preparation of hot drinks and light refreshments (e.g. toasted items) to support café-style activity.

Through delivery of the Warm Welcome Café and wider hub use, it has become clear that both demand and opportunity extend beyond this initial provision.

What has been delivered since last update:

- Installation of partitioning to separate the kitchen area from public access, improving safety and control
- Establishment and delivery of the Warm Welcome Café

Appendix 2 – Kings Arms Kitchen Enhancement Report

- Ongoing use of the space to support community engagement

What we are seeing:

- Food provision plays a key role in reducing isolation and encouraging engagement
- Individuals and families are more likely to engage in spaces where food and drink are available
- There is growing demand for simple cooking-based activity, particularly with families and young people
- The current kitchenette limits the ability to deliver structured or group-based sessions

What this means:

The proposed next phase is a proportionate enhancement of the existing kitchenette, not the creation of a full commercial kitchen.

The aim is to introduce a more functional and flexible space that can support:

- small group cooking activity
- family-based sessions linked to the Best Start in Life programme
- continued delivery of food-based community support

This builds on existing engagement within the hub, ensuring the space is used effectively from the outset.

3.Links to Council Vision and Place Plan

The proposed approach supports:

- Reducing social isolation through accessible, welcoming spaces
- Supporting families and early years development through Best Start in Life delivery
- Improving health outcomes through preventative, community-based activity
- Enhancing opportunities for young people through practical life skills

4.Financial Implications

Committee previously supported the use of funding for improvements to the kitchen provision within Kings Arms.

Initial works have been completed; however, approximately £6,000 remains unspent.

This report seeks approval to retain these funds to complete the next phase of works, including:

Appendix 2 – Kings Arms Kitchen Enhancement Report

- installation of additional worktop and preparation space
- basic storage improvements
- provision for light cooking activity (including oven installation subject to appropriate ventilation and compliance)

This is a contained and proportionate investment, designed to maximise the functionality of the space rather than expand its scope.

Value for money:

This enhancement will significantly increase the range of activity that can be delivered within an already well-used community hub, including:

- winter support provision (e.g. Warm Welcome)
- family and early years activity linked to Best Start in Life
- partnership delivery with health providers (e.g. SASP programmes relating to diabetes and menopause)
- youth engagement through existing provision (e.g. In The Mix), supporting life skills and social development

No additional financial commitment is requested.

5.Risks

- If funds are returned to general reserves, the opportunity to complete the planned enhancement is lost
- The space will remain limited in functionality, restricting future programme delivery
- Increased reliance on external venues, reducing accessibility for existing users

6.Considerations

Members are asked to:

1. Approve the retention and use of remaining allocated funds to complete the works

7. Appendices

Appendix 3 – Projects Requiring Funding

Name	Anticipated Amount	Funding
<p>Park Toilets – option two as confirmed at Policy & Finance February 2026</p>	<p>£54,350</p>	<p>£50,000 from Capital Projects confirmed.</p> <p>Earmark additional £4,350 from balance of excess surplus?</p>
<p>Pump Track</p>	<p>£155,000</p>	<p>£48,710 S106 confirmed £1,000 Donations £10,449 Uncommitted CIL TOTAL = £60,159 Balance = £94,841</p> <p>Consider re-allocating £50,000 of CIL funding from Junior Playing Pitches?</p> <p>Update on external grant funding opportunities requested.</p> <p>Identify other reserves for re-allocation?</p>
<p>North Street Toilets</p>	<p>Total £42,650</p> <p>Could be phased due to layout at £6,650 per toilet. Plus £2,750 for service room upgrades.</p>	<p>Currently unfunded.</p> <p>Cannot be funded by CIL.</p> <p>Surplus excess could be partially earmarked to fund two toilet refurbishments, plus service room upgrades. $2 \times £6,650 + £2,750 = £16,050$.</p> <p>Further 4 toilets could be funded from Capital Project reserve in 27/28 assuming the £50,000 is replaced.</p> <p>Identify other reserves for re-allocation in 26/27?</p>



Re: Invoice 3058 from The Somerset Association of Local Councils Ltd

From ewan jones

Date Wed 2026-04-22 7:54 PM

To Alice Kendall <alice@wellingtontowncouncil.co.uk>

Cc Dave Farrow <dave@wellingtontowncouncil.co.uk>; Sam Winter - SALC

Hi Alice,

We sent the below general Note with this year's Invoices...

SALC's 2026/27 Affiliation Fees

Following last year's reset of Affiliation Fees, we are pleased to confirm that for 2026/27 SALC will not apply any increase in fees for parishes with up to 2,500 Electors.

We had set expectations in SALC's November newsletter for an average fee increase of approximately 3.5% in-line with UK Consumer Prices Index inflation. To better reflect both the demands on our services and the relative increases in City, Town, and Parish Council Precepts since Somerset Council unitarisation, the Association's Directors agreed to focus the increase on our larger Member Councils with more than 2,500 Electors. We are grateful to our larger Town Councils for understanding the increasing need to work closely with their smaller neighbours.

Thank you for your Council's continued hard work on behalf of your community. The team at SALC and NALC look forward to continuing to support your Council in the coming year.

Specifically for Wellington Town Council, the increase 2025/26 to 2026/27 SALC Affiliation Fees breaks down as...

- Up to 2,500 Electors: no increase £0.49 for first 1,000 (£490) + £0.38 for next 1,500 (£570) = £1,060
- 2,500 to 5,000 Electors: £0.16 → £0.18 = £400 → £450
- Above 5,000 Electors: £0.018 → £0.050 = £144.97 → £402.70
- Total SALC Affiliation Fees: £1,604.97 → £1,912.70

For context, Table 1 below demonstrates how Somerset's largest City and Town Councils have increased their Precepts by larger cash amounts since 2023/24 than Councils with Electorates under 1,000.

Table 1: Somerset parish council precepts, and increases 2023/24 to 2025/26 by electorate band

Electorate	Number of Councils	Average band D Parish 2025/26	Increase 2023/24 to 2025/26	
Under 200	24	£ 57.04	61.4%	£ 21.69
200 to 500	96	£ 60.58	32.6%	£ 14.88
500 to 1,000	68	£ 80.02	33.5%	£ 20.10
1,000 to 2,500	48	£ 96.73	33.4%	£ 24.24
2,500 to 5,000	15	£ 149.91	26.8%	£ 31.71
5,000 to 10,000	10	£ 213.69	40.8%	£ 61.96
Over 10,000	7	£ 310.19	132.6%	£ 176.85
Total / Average	268	£ 185.07	73.7%	£ 78.55

Precept levels are the best indicator of the level of activity for a City, Town or Parish Council, and hence their demands upon SALC's Services.

Somerset's largest City, Town and Parish Councils get a very good deal from SALC, owing to historically minimal per-Elector increases above 5,000 Electors, and NALC's per-electors affiliation fees remaining flat until they become capped somewhat above 25,000 electors (only impacting Taunton and Bridgwater Town Councils within Somerset). Hence, NALC's annual Affiliation Fees exceeded SALC's for Town Councils of the sizes of Bridgwater and Yeovil.

SALC's Directors (who are balanced across larger Town Councils and smaller Parishes) considered this alongside an intermediate option of 2.0% increase up to 2,500 Electors, with a smaller rebalance above 2,500 – and decided to go for the structure issued

It is correct that SALC could further help Parishes to plan by agreeing our Affiliation Fees earlier in the year – having stabilised SALC's Finances to the point where we can present 2025/26 Accounts to next Tuesday's Board Meeting (compared to the previous year's Accounts being six months overdue when Sam & I came into our roles in April to June 2024), this will be more-than possible for 2027/28 Affiliation Fees

With best regards,

Ewan

 Ewan Jones
 Chief Executive
 Somerset Association of Local Councils

From: Alice Kendall <alice@wellingtontowncouncil.co.uk>

Sent: 15 April 2026 10:54

To: Somerset Association of Local Councils <info@somerset-alc.org.uk>

Cc: Dave Farrow <dave@wellingtontowncouncil.co.uk>

Subject: Re: Invoice 3058 from The Somerset Association of Local Councils Ltd

Dear Sirs,

Further to the email below and the associated invoice, I am writing to request further clarification regarding the increase applied to Wellington Town Council's 2026/27 affiliation fees.

As outlined in SALC's November newsletter, member Councils were advised to budget for an inflationary increase of approximately 3.5%. On that basis, the Council made provision accordingly. I was therefore surprised to receive an invoice reflecting an increase of 19%, particularly given that our electorate figure has remained unchanged.

The Council will require a detailed breakdown explaining how this increase has been calculated. In addition, an explanation is required as to why such a significant deviation from the previously communicated figure was not advised in advance of the invoice being issued.

Given the nature of SALC's work, you will appreciate that member councils typically begin setting budgets for the following financial year from as early as October, with final figures often agreed in December or January. In this context, I would welcome an explanation as to why SALC does not operate a similar forward-planning and notification process to enable its members to make informed and realistic budgetary provision ahead of invoice issue.

I look forward to receiving your response and the requested information as soon as possible so that this matter can be considered fully by the Council.

Kind regards,

Alice Kendall | Democratic Services & Finance Manager | Wellington Town Council

Tel: 01823 662855 (Ext. 202) | Mobile: 07591 819989 |

E: alice@wellingtontowncouncil.co.uk

28 Fore Street Wellington TA21 8AQ

Our Office opening times are Mon – Fri 9am – 4pm



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From: The Somerset Association of Local Councils Ltd
<quickbooks@notification.intuit.com>

Date: Monday, 13 April 2026 at 21:24

To: Alice Kendall <alice@wellingtontowncouncil.co.uk>

Subject: Invoice 3058 from The Somerset Association of Local Councils Ltd

Invoice to Wellington Town Council
dave@wellingtontowncouncil.co.uk
TA21 8AQ

Terms Net 60

Somerset Association of Local Councils Ltd Affiliation Fee £1,912.70

Affiliation fee based on electorate 13054

1 X £1,912.70

Payment to the National Association of Local Councils £1,122.64

1 X £1,122.64

Balance due £3,035.34

Please make payment to Somerset Association of Local Councils Limited

For Cheques: Please clearly state the invoice number to which the payment relates and post to the following address:
Town Hall, Market Place, Wells, Somerset, BA5 2RB

Registered office (NOT FOR POST): 2 Bailey Hill, Castle Cary,
England, BA7 7AD

[Review and pay](#)

The Somerset Association of Local Councils Ltd
Town Hall, Market Place Wells Somerset BA5 2RB

info@somerset-alc.org.uk www.somerset-alc.org.uk

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Council and Committee Meetings for 2026-27 Year					
Month	Full Council	Policy & Finance	Community	Economic Development	Environment
May 2026	06/05	13/05	18/05		20/05
June 2026	01/06	08/06		10/06	
July 2026	06/07	13/07	20/07		15/07
August 2026	03/08	10/08		12/08	
September 2026	07/09	14/09	21/09		16/09
October 2026	05/10	12/10		14/10	
November 2026	02/11	09/11	16/11		18/11
December 2026	07/12	14/12		09/12	
January 2027	04/01	11/01	18/01		20/01
February 2027	01/02	08/02		10/02	
March 2027	01/03	08/03	15/03		17/03
April 2027	05/04	12/04		14/04	

Councillor	TOTALS				
	POSSIBLE	PRESENT	APOLOGIES	ABSENT	%
M Barr	5	2	0	3	40%
C Booth	35	26	9	0	74%
J Cole	28	25	3	0	89%
S Fox	14	5	9	0	36%
A Govier	30	27	3	0	90%
C Govier	18	12	6	0	67%
R Henley	12	6	0	6	50%
M Lithgow	41	38	3	0	93%
J Lloyd	43	40	3	0	93%
M McGuffie	27	23	3	1	85%
S Mercer	20	17	3	0	85%
C Penk	33	17	14	2	52%
S Pringle-Kosikowsky	30	25	5	0	83%
J Thorne	28	28	0	0	100%
G Western	3	3	0	0	100%
K Wheatley	27	22	5	0	81%
G Williams	7	7	0	0	100%
	KEY				
	Present	1			
	Apologies	AP			
	Absent	AB			
	Not on Committee	N/A			