Town Clerk: Karen Howe clerk@woodstock-tc.gov.uk



The Town Clerk's Office The Town Hall Woodstock Oxford, OX20 1SL Telephone: 01993 811216 E-mail: info@woodstock-tc.gov.uk

### AGENDA PACK

## Town Council Meeting 27th February 2024

- Agenda Item 4 a) Draft Minutes 3<sup>rd</sup> January
- Agenda Item 5 Report from WODC Councillors
- Agenda Item 7 a) Bank Reconciliation
  - b) Payments List
  - c) Receipts List
    - d) Cost Centre Report
    - e) External Auditor Report
  - f) Election Budgets Report
- Agenda Item 8 Woodstock Football Club Grass Cutting
- Agenda Item 9 10 Cadogan Park Report Copy of Land Register
  - copy of Land Regist
    - Copy of Title Plan
- Agenda Item 10 PA System Report
- Agenda Item 11 Property Report

#### DRAFT



The Town Hall, Woodstock, Oxford, OX20 1SL Telephone: 01993 811216 Website: <u>www.woodstock-tc.gov.uk</u> Interim Town Clerk: Karen Howe

# Minutes of an EXTRAORDINARY meeting of Woodstock Town Council held in The Town Hall, Woodstock on Wednesday 3<sup>rd</sup> January 2024 at 7pm

Clirs. present: Nick Manby-Brown (Mayor), Linda Addis, Ann Grant, Jo Lamb and Elizabeth Poskitt

#### In Attendance: None

Chair for the Meeting: Cllr Manby-Brown

Members of the public attended: 0

24/01/01	1 - Apologies for Absence
ETC	
EIC	Apologies received from Cllrs Bailey, Manson and U Parkinson
	Cllrs Bleakley, M Parkinson, Parnes, and Spencer-Churchill were not in attendance.
24/01/02	2 - Declarations of Interests
ETC	Declarations of interest received from: -
	Cllr Poskitt for Item 4 Planning – Cllr Poskitt is WODC Member for Woodstock
24/01/03	3 - Public Speaking and Question Time
ETC	There were no members of the public to address the Council
24/01/04	4 - Planning Applications
ETC	To consider the following applications: -
	1) 23/02956/HHD - 7 Cadogan Park
	Demolition of existing single storey side and rear extension and rear conservatory. Erection of a single storey rear and side extension and two storey rear and side extension with proposed dormer windows, alterations to fenestration and associated external and internal alterations.
	This application was withdrawn prior to the meeting so was not discussed.
	2) 23/03168/HHD - 34 Westland Way
	Installation of a glazed roof lantern within flat roof of existing garage (part retrospective)
	It was <b>agreed</b> that the Council has no objection to the application.
	3) 23/03268/HHD - 17 Green Lane
	Change of external materials to dwelling house and detached garage (retrospective)
	It was agreed that the Council has no objection to the application.
24/01/05	Close Meeting
ETC	The meeting closed at 7.04pm

### Report of District Councillors for Bladon, Blenheim and Woodstock to Woodstock Town Council Tuesday February 13th 2024

#### **Botley West Solar Farm**

Development Control Committee met on Monday February 5<sup>th</sup> to discuss the draft WODC response to the current statutory pre-application consultation on the Preliminary Environmental Information Report (PEIR). This was not the occasion for WODC to say whether or not to support the Botley West proposals, but an opportunity to review the PEIR and make comments or suggestions about what should be changed, added or broadened in detail if the later full public consultation were to be approved by the Inspector. The proposal when – if it does – comes in its final form, then WODC can give an opinion on the merits or not of the proposal but consent will be granted (or not) at government level.

WODC Planning department had produced a lengthy comment on the PEIR. It was widely felt that the merits of the proposal could not be considered without more detailed description of the environmental ambitions of the proposal. Mitigation of the effects of large areas of solar panels on the Green Belt, on good agricultural land and within the setting of many listed buildings and ancient monument sites, most notably the World Heritage Site of Blenheim needed much more detailed explanation by the developers. Much more detail on how the proposed 70% increased biodiversity would be accomplished was requested.

The PEIR offers £50,000 per annum for project within the communities to help mitigate the effects of the proposal on their lives and their environment. Members felt that the amount suggested as an improved amount in the WODC response drafted by the Officers was still far too low and a specific figure was not suggested although it was indicated that WODC expected a very significant annual contribution from the project. (Wind farm companies have agreed between themselves on £5000 per annum per MW output as the contribution they would give to affected communities. There seems no such agreement amongst solar farm developers but some other solar applications are suggesting that rate. This would suggest that, at over 800 MW production, Botley West, if it receives consent, should be proposing very significantly greater contributions than the £50,000 suggested in PEIR.

The next stage will be that the Inspector at some point will request comment from WODC on whether the public consultation on the project has been adequate in its reach and content. Then the Inspector will acknowledge that the application may go forward so that at some later date there will be the final version of the application for public and statutory consultee comments.

#### Woodstock Swimming Pool

We had a discussion with Officers involved in Leisure activities in the District about the opening time for the Swimming Pool this year. Last year the Pool was only open during the summer holidays despite our efforts to have a longer period of opening. GLL, the company managing WODC's leisure centres had been left in a very difficult financial position after

Covid and the swimming pool always runs at some loss which last year was felt to be too much of a strain on an already difficult financial situation. We feel that to run a pool for just a few weeks in the summer is not serving the expectations of our communities and are asking that the Pool goes back to its previous opening time from Easter until the end of September. Currently the final decision has not been taken as the Officers were going to have further discussion with the local Schools and others about likely usage.

#### Thames Water.

Thames Water has been notorious over recent years being very slow to act, failing to act or apparently paying no attention to the great variety of complaints from West Oxfordshire residents. Overhte past couple of years however there does seem to have been a working relationship established which would appear to be having more success in getting Thames Water to act on issues. One major issue – which is not unique to West Oxfordshire – is the frequent dumping of sewage into local rivers. At full Council on January 31<sup>st</sup>, a motion was proposed and seconded by Conservative members expressing concerns about dumping of sewage in the rivers. The motion suggested a cross party task force to work with campaigners to bring Thames Water to account.

The Alliance members felt that setting up a new task force overlooked the progress made already by the regular Executive-led and Officer-supported meetings with Thames Water and proposed some changes to the initial motion. There was vigorous debate but the amendments were passed and Council, apart from one abstention, ended up all voting for the amended motion which read:

Council notes the concerns from member of this Council and members of public in the continued dumping of sewage in our local rivers by Thames Water. The Council regrets the lack of action on the part of the Government to ensure proper regulatory oversight and control of the sector.

The Council supports the work so far of the administration to do what it can to put right this wrong and to hold Thames Water to account. Given the continued concerns from residents across West Oxfordshire, this Council resolves:

- 1. to request the Leader to continue with he regular Executive-led meetings, supported by Officers, with Thames Water to ensure appropriate investment is made in the system in West Oxfordshire
- 2. Ensure the meetings take place at least once every quarter
- 3. Ensure the Executive Member for Environment reports back to Overview & Scrutiny and to full Council on a regular basis.

**WODC Cllrs Julian Cooper & Elizabeth Poskitt** 

	A = B Checks out OK		
В	Adjusted Bank Balance		338,925.36
	Plus unpresented receipts		338,925.36
	Less unpresented payments		338,925.36
	Cash in hand per Bank StatementsPetty Cash31/01/2024Unity Trust31/01/2024Instant Access Account (WODC RE31/01/2024CCLA Public Sector Deposit Fund31/01/2024Lloyds Corporate Card31/01/2024	0.00 85,804.23 173,482.01 80,000.00 -360.88	
A	<b>Cash in Hand 31/01/2024</b> (per Cash Book)		338,925.36
	<b>SUBTRACT</b> Payments 01/04/2023 - 31/01/2024		274,968.36
	<b>ADD</b> Receipts 01/04/2023 - 31/01/2024		338,340.11 613,893.72
	Cash in Hand 01/04/2023		275,553.61
	Bank Reconciliation at 31/01/2024		
	Name and Role (RFO/Chair of Finance etc)		
Appr	roved by:	Date:	
Prep	Name and Role (Clerk/RFO etc)	Date:	
D	orod hy	Data.	

<b>PAYMENTS LIST</b> 1st January to 31st January 2024	<b>PAYMENTS LIST</b>	1st January to 3	31st January 2024
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<b>Vouche</b> 413	Cost Code 305 4214	Code CC Insurance & Rates	<b>Date</b> 02/01/2024	<b>Bank</b> Unity Trust	Description Rates 2023/24	Supplier West Oxfordshire Dist X	<b>Net</b> 77.00	VAT	Total 77.00
414	101 4211	Rates	02/01/2024	Unity Trust	Rates 2023/24	West Oxfordshire Dist X	51.00		51.00
415	101 4211	Rates	02/01/2024	•	Rates 2023/24	West Oxfordshire Dist X	52.00		52.00
431	101 4077	HR Consultants	05/01/2024	Unity Trust	HR Support	Peninsula Business SeS	145.20	27.42	172.62
416	201 4415	Playground Inspection	08/01/2024	Unity Trust	Playground Inspections	WODC S	711.95	142.39	854.34
417	201 4475	Tree Works	08/01/2024	Unity Trust	Works to Trees On OW	Dowdeswell Forestry S	1,075.00	215.00	1,290.00
422	101 1276	Election Expenses	08/01/2024	Unity Trust	Election Charges	WODC E	5,071.03		5,071.03
423	101 4022	Office Equipment & S	08/01/2024	Unity Trust	Water Cooler Rental	Eden Springs UK Ltd S	22.02	4.40	26.42
421	101 4022	Office Equipment & S	08/01/2024	Unity Trust	Copier Usage	Thames Valley Copier S	15.17	3.04	18.21
419	101 4070	Computer System & I	08/01/2024	Unity Trust	Email & Citrix Hosting	Microshade Business (S	248.81	49.77	298.58
420	305 4208	CC Gas & Electricity	08/01/2024	Unity Trust	Gas & Electric	Kent County Council L	500.96	25.05	526.01
420	305 4208	CC Gas & Electricity	08/01/2024	Unity Trust	Gas & Electric	Kent County Council X	-599.96		-599.96
420	301 4209	TH Gas & Electricity	08/01/2024	Unity Trust	Gas & Electric	Kent County Council S	582.24	116.45	698.69
									624.74
418	201 4475	Tree Works	08/01/2024	Unity Trust	Works to Trees On OW	Dowdeswell Forestry S	550.00	110.00	660.00
427	101 4057	Audit	08/01/2024	•	Internal Audit	Mulberry & Co. S	329.15	65.83	394.98
429	301 4200	TH Routine Maintenar	08/01/2024	•	Glue - Repairs to carpe	Oxon Fastening SysterS	4.56	0.91	5.47
432	301 4212	TH Insurance & Rates	08/01/2024	•	Rates 2023/24	West Oxfordshire Dist X	992.00		992.00
425	310 4343	Unspecified Lease Fee		•	Legal Fees 2 Park Stree		2,514.00	502.80	3,016.80
433	201 4427	OWL Maintenance	08/01/2024	•	OWI Greenhouse Glass	Oxford Glass & Glazin S	101.50	20.30	121.80
424	201 4445	War Memorial	08/01/2024	•	Grass Treatment	Green Thumb Lawn T S	19.17	3.83	23.00
426	201 4475	Tree Works	08/01/2024	•	Works to medium risk	Dowdeswell Forestry S	775.00	155.00	930.00
428	201 4485	Town In Bloom	08/01/2024		Compost For Planters	Dr Edwards X	259.39	100100	259.39
430	201 4997	Grass Cutting	08/01/2024	,	Grass Cutting	N R Prickett S	1,875.50	375.10	2,250.60
434	101 4008	Training	15/01/2024	•	Staff Training	ICCM S	150.00	30.00	180.00
435	101 4060	Civic	15/01/2024	•	Remembrance Day Buf	EP Caterers X	432.50	50100	432.50
437	101 4077	HR Consultants	15/01/2024	•	HR Support	Peninsula Business Se S	129.74	24.51	154.25
436	503 4996	Damaged Deposit	15/01/2024	•	Damage Deposit Refun	Lester Gardner X	125.71	21.51	0.00
439	101 4000	Staff Wages	18/01/2024	•	Pensions	OCC Pension Fund X	278.33		278.33
440	101 4000	Staff Wages	18/01/2024	•	PAYE	HMRC X	266.20		266.20
441	101 4000	Staff Wages	18/01/2024	•	Staff Wages	RP X	921.81		921.81
442	101 4000	Staff Wages	18/01/2024	•	Staff Wages	IW X	629.35		629.35
443	101 4000	Staff Wages	19/01/2024	•	Staff Wages	KH X	844.64		844.64
438	101 4000	Staff Wages	22/01/2024	•	Staff Christmas Gift	Nick Manby-Brown X	-150.00		-150.00
447	305 4208	CC Gas & Electricity	26/01/2024	•		Kent County Council S	653.92	130.78	784.70
446	303 4208	TH Gas & Electricity	26/01/2024		Gas Gas	Kent County Council S	791.38	158.28	949.66
449	301 4209	TH Operating Costs (		,		•			45.64
449	301 4210	TH Operating Costs (	26/01/2024		Cleaning Supplies	Seldram Supplies S Rob Edwards Window X	38.03 260.00	7.61	45.04 260.00
440 444	503 4996	Damaged Deposit	26/01/2024		Window Cleaning Damage Deposit Refun		150.00		150.00
445	503 4996	Damaged Deposit	26/01/2024	Unity Trust	Damage Deposit Refun		150.00	2469 47	150.00
450	001 1101	Louin Constant	00/01/2024		Wataring Cana	Sub Total	<b>20,918.59</b>	2168.47	23,087.06
459	201 4401	Lawn Cemetery		Lloyds Corpo	Watering Cans	Screwfix S	29.98	6.00	35.98
460	201 4472	Winter Maintenance		Lloyds Corpo	Salt Shovels	The Safety Supply CorS	121.15	24.23	145.38
461	601 4990	Coronation		Lloyds Corpo	Commemorative sign	Engraving Studios S	70.79	14.16	84.95
462	201 4427	OWL Maintenance		Lloyds Corpo	OWL Signage	UK Safety store S	76.31	15.26	91.57
463	101 4059	Bank Charges	26/01/2024	Lloyds Corpo	Bank Charges	Lloyds Bank CorporateX	3.00	F0 0F	3.00
						Sub Total	301.23	59.65	360.88
					Constant In 111 Carib	Total	21,219.82	2,228.12	23,447.94

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#### Woodstock Town Council RECEIPTS LIST

Vouche (	Cost Code	Code	Date	Bank	Description	Supplier	VAT	Net VAT	Total
222	101 1200	Interest Received	03/01/2024	Unity Trust	Account Interest	Public Sector Deposit	Х	358.13	358.13
224	201 1151	Cemetery Income	10/01/2024	Unity Trust	Cemetery Memorial	Banbury Memorials	Е	154.00	154.00
223	305 1006	CC Daily/Commercial	15/01/2024	Unity Trust	Community Centre Boo	Woodstock Music Soc	iΕ	280.00	280.00
226	401 1100	Wedding Income	15/01/2024	Unity Trust	Wedding Refund	FM	Х	-270.00	-270.00
225	503 4996	Damaged Deposit	15/01/2024	Unity Trust	Damage Deposit Refun	LG	Х	-150.00	-150.00
227	301 1005	TH Daily/Commercial	17/01/2024	Unity Trust	Town Hall Booking	Pilates	Е	224.00	224.00
229	301 1005	TH Daily/Commercial	18/01/2024	Unity Trust	Town Hall Booking	Woodstock Literary So	: E	21.00	21.00
231	301 1005	TH Daily/Commercial	23/01/2024	Unity Trust	Town Hall Booking	Yoga	Е	63.00	63.00
232	305 1006	CC Daily/Commercial	23/01/2024	Unity Trust	Community Centre Boo	Zumba	Е	42.00	42.00
230	305 1006	CC Daily/Commercial	23/01/2024	Unity Trust	Community Centre Boo	Woodstock Solicitors	Е	42.00	42.00
234	301 1005	TH Daily/Commercial	25/01/2024	Unity Trust	Town Hall Booking	Private Hire	Е	54.00	54.00
233	401 1100	Wedding Income	25/01/2024	Unity Trust	Wedding Payment	Private Hire	Е	300.00	300.00
235	305 1006	CC Daily/Commercial	26/01/2024	Unity Trust	Town Hall Booking	Lunch Club	Е	90.00	90.00
236	401 1100	Wedding Income	26/01/2024	Unity Trust	Wedding Payment	Private Hire	Е	300.00	300.00
238	305 1006	CC Daily/Commercial	29/01/2024	Unity Trust	Community Centre Boo	Private Hire	Е	42.00	42.00
237	401 1100	Wedding Income	29/01/2024	Unity Trust	Wedding Payment	Private Hire	Е	300.00	300.00
						Total		1,850.13	1,850.13

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#### Summary of Receipts and Payments

All Cost Centres and Codes (Between 01/04/2023 and 31/01/2024)

101 General & Administratio	ral & Administration Receipts Payments				Payments		Net Position
Code Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
325 Civic Chain					731.66	-731.66	-731.66 (N/A)
1200 Interest Received	250.00	4,989.25	4,739.25				4,739.25 (1895%)
1275 Precept Received	149,073.00	149,073.97	0.97				0.97 (0%)
1276 Election Expenses		5,071.03	5,071.03		5,071.03	-5,071.03	(N/A)
4000 Staff Wages				77,000.00	34,390.28	42,609.72	42,609.72 (55%)
4007 Travel (clerk & Councillors)				100.00	100.00		(0%)
4008 Training				1,800.00	377.75	1,422.25	1,422.25 (79%)
4020 Telephone				1,600.00	2,166.46	-566.46	-566.46 (-35%)
4021 Postage				400.00		400.00	400.00 (100%)
4022 Office Equipment & Stationery		901.56	901.56	2,000.00	3,289.97	-1,289.97	-388.41 (-19%)
4025 Insurance				2,600.00	2,607.49	-7.49	-7.49 (-0%)
4026 Memberships & Subscriptions				1,200.00	515.00	685.00	685.00 (57%)
4027 Misc Expenditure							(N/A)
4030 Staff Recruitment				500.00		500.00	500.00 (100%)
4031 Staff Advertising				500.00	20.00	480.00	480.00 (96%)
4056 Legal Fees				4,000.00		4,000.00	4,000.00 (100%)
4057 Audit				1,200.00	2,290.15	-1,090.15	-1,090.15 (-90%)
4058 Professional Fees					1,300.00	-1,300.00	-1,300.00 (N/A)
4059 Bank Charges				150.00	165.15	-15.15	-15.15 (-10%)
4060 Civic				1,500.00	1,087.62	412.38	412.38 (27%)
4061 Elections				500.00		500.00	500.00 (100%)
4062 PWLB Loan Interest				875.00		875.00	875.00 (100%)
4063 Public Works Loan Repayment				4,500.00	4,984.86	-484.86	-484.86 (-10%)
4070 Computer System & IT Support				8,000.00	6,506.46	1,493.54	1,493.54 (18%)
4077 HR Consultants				3,000.00	2,455.70	544.30	544.30 (18%)
4079 Neighbourhood Planning					875.00	-875.00	-875.00 (N/A)
4096 Communications				1,000.00	82.50	917.50	917.50 (91%)
4211 Rates							(N/A)
4275 Staff Phone				150.00		150.00	150.00 (100%)
4991 Damage Deposit		750.00	750.00		300.00	-300.00	450.00 (N/A)
4993 Public Sector Deposit		527.26	527.26				527.26 (N/A)
4994 VAT Repayment							(N/A)
4995 Misc Income		20.00	20.00				20.00 (N/A)
SUB TOTAL	149,323.00	161,333.07	12,010.07	112,575.00	69,317.08	43,257.92	55,267.99 (21%)

120 Donations & Grants	Receipts			Net Position				
Code Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend	
4500 Grants Issued				5,000.00	5,900.00	-900.00	-900.00 (-18%)	
SUB TOTAL				5,000.00	5,900.00	-900.00	-900.00 (-18%)	

#### **201 Environment**

201 Environment		Receipts			Payments			
Code Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend	
509 Donation wildlife surveillance					896.67	-896.67	-896.67 (N/A)	
			Mat Cariba					

#### Summary of Receipts and Payments

All Cost Centres and Codes (Between 01/04/2023 and 31/01/2024)

	SUB TOTAL	8,000.00	9,991.60	1,991.60	74,950.00	73,568.96	1,381.04	3,372.64 (4%)
4997	Grass Cutting					3,350.50	-3,350.50	-3,350.50 (N/A)
	Rates					1,035.43	-1,035.43	-1,035.43 (N/A)
	Noticeboards							(N/A)
	Church Clock							(N/A)
4485	Town In Bloom				2,000.00	1,109.76	890.24	890.24 (44%)
4480	Christmas Lights				10,000.00	9,450.00	550.00	550.00 (5%)
4475	Tree Works				5,000.00	17,220.00	-12,220.00	-12,220.00 (-244%)
4472	Winter Maintenance				200.00	121.15	78.85	78.85 (39%)
4471	Weed Clearance				1,000.00	900.00	100.00	100.00 (10%)
4470	ROSPA Report				1,500.00	2,101.00	-601.00	-601.00 (-40%)
4460	Waste Collection				3,500.00	2,108.48	1,391.52	1,391.52 (39%)
4455	Allotments		400.00	400.00	250.00	400.00	-150.00	250.00 (100%)
4445	War Memorial				1,000.00	38.34	961.66	961.66 (96%)
4442	Bus Shelters					260.00	-260.00	-260.00 (N/A)
4440	Street Furniture							(N/A)
4427	OWL Maintenance				5,000.00	189.18	4,810.82	4,810.82 (96%)
4421	Legal Fees							(N/A)
4420	Watermeadows Maintenance		453.60	453.60	20,000.00	14,282.71	5,717.29	6,170.89 (30%)
	Playground Inspections (WODC)				5,000.00	7,359.13	-2,359.13	-2,359.13 (-47%)
	Play Area - Budds Close				3,000.00	1,121.07	1,878.93	1,878.93 (62%)
4411					2,500.00	486.00	2,014.00	2,014.00 (80%)
	Play area - New Road				3,500.00	2,353.34	1,146.66	1,146.66 (32%)
	Churchyard				1,500.00	875.17	624.83	624.83 (41%)
	Lawn Cemetery				7,000.00	5,830.03	1,169.97	1,169.97 (16%)
	Hensington Road Cemetery	0,000.00	3,100.00	1,100.00	3,000.00	1,801.00	1,199.00	1,199.00 (39%)
1151	Cemetery Income	8,000.00	9,138.00	1,138.00		280.00	-280.00	858.00 (10%)

301 T	own Hall		Receipts		Payments			Net Position
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
1005	TH Daily/Commercial Lettings	6,000.00	4,653.50	-1,346.50				-1,346.50 (-22%)
4001	Staff Wages				3,500.00	1,484.94	2,015.06	2,015.06 (57%)
4200	TH Routine Maintenance				4,000.00	3,680.50	319.50	319.50 (7%)
4202	Gutter Maintenance				300.00		300.00	300.00 (100%)
4203	TH Alarm ( Fire, Security)				1,000.00	1,389.62	-389.62	-389.62 (-38%)
4209	TH Gas & Electricity				6,300.00	6,862.15	-562.15	-562.15 (-8%)
4210	TH Operating Costs (Cleaning S				1,000.00	1,055.64	-55.64	-55.64 (-5%)
4212	TH Insurance & Rates				13,200.00	18,351.18	-5,151.18	-5,151.18 (-39%)
	SUB TOTAL	6,000.00	4,653.50	-1,346.50	29,300.00	32,824.03	-3,524.03	-4,870.53 (-13%)

305 Community Centre		Receipts		Payments		Payments Net Position	
Code Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
1006 CC Daily/Commercial Lettings	10,000.00	6,124.00	-3,876.00				-3,876.00 (-38%)
1051 CC Service Charges	2,000.00		-2,000.00				-2,000.00 (-100%)
1052 CC Office Insurance	250.00		-250.00				-250.00 (-100%)
4002 Staff Wages				3,500.00	1,288.85	2,211.15	2,211.15 (63%)
4201 CC Routine Maintenance				5,000.00	3,974.26	1,025.74	1,025.74 (20%)

#### Summary of Receipts and Payments

All Cost Centres and Codes (Between 01/04/2023 and 31/01/2024)

4204 CC Alarm (Fire, Security)				1,000.00	1,248.18	-248.18	-248.18 (-24%)
4208 CC Gas & Electricity				3,000.00	6,484.79	-3,484.79	-3,484.79 (-116%)
4213 CC Operating Cost (Cleaning Su				1,000.00	2,826.38	-1,826.38	-1,826.38 (-182%)
4214 CC Insurance & Rates				4,000.00	1,568.94	2,431.06	2,431.06 (60%)
SUB TOTAL	12,250.00	6,124.00	-6,126.00	17,500.00	17,391.40	108.60	-6,017.40 (-20%)

310 Corporate Property		Receipts			Payments			Net Position	
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spen	ıd
1110	Rent Park Street	71,100.00	21,091.68	-50,008.32				-50,008.32 (-70%	6)
1120	Rent Market Street	50,500.00	34,869.99	-15,630.01				-15,630.01 (-30%	6)
1130	Rent Town Hall	11,550.00	10,350.00	-1,200.00				-1,200.00 (-10%	<b>6</b> )
1140	Rent Community Centre	24,000.00	18,116.67	-5,883.33				-5,883.33 (-24%	<b>6</b> )
1150	Rent Bowls & Tennis Club	1,900.00	2,102.88	202.88				202.88 (10%)	)
4110	Fee Park Street		15,318.69	15,318.69		2,741.92	-2,741.92	12,576.77 (N/A)	
4120	Fee Market Street					4,533.09	-4,533.09	-4,533.09 (N/A)	
4130	Fees Town Hall					1,345.50	-1,345.50	-1,345.50 (N/A)	
4140	Fees Community Centre					2,381.64	-2,381.64	-2,381.64 (N/A)	
4150	Fees Bowls & Tennis Club		36.00	36.00		273.37	-273.37	-237.37 (N/A)	
4215	Maintenance Park Street				934.00	597.00	337.00	337.00 (36%)	)
4225	Maintenance Market Street					110.96	-110.96	-110.96 (N/A)	
4235	Maintenance Town Hall							(N/A)	
4245	Maintenance Community Centre					1,970.00	-1,970.00	-1,970.00 (N/A)	
4255	Maintenance Bowls & Tennis Clu							(N/A)	
4310	Insurance Park Street				1,126.00	1,137.16	-11.16	-11.16 (-0%)	)
4320	Insurance Market Street				306.00	352.58	-46.58	-46.58 (-15%	<b>6</b> )
4325	Insurance 8 Park Street							(N/A)	
4330	Insurance Town Hall				46.00		46.00	46.00 (100%	%)
4334	Provision for Zero Tenancy				5,000.00		5,000.00	5,000.00 (100%	%)
4340	Insurance Community Centre					272.66	-272.66	-272.66 (N/A)	
4342	Unspecified Property Repairs				4,000.00		4,000.00	4,000.00 (100%	%)
4343	Unspecified Lease Fees					12,023.00	-12,023.00	-12,023.00 (N/A)	
4345	Breckon & Breckon Corporate M		16,643.62	16,643.62	20,000.00	7,354.00	12,646.00	29,289.62 (146%	%)
4346	CP Fixed Wiring Checks				900.00		900.00	900.00 (100%	%)
4350	Insurance Bowls & Tennis Club							(N/A)	
	SUB TOTAL	159,050.00	118,529.53	-40,520.47	32,312.00	35,092.88	-2,780.88	-43,301.35 (-22%)	,)

401 Weddings		Receipts			Payments		
Code Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
1100 Wedding Income	10,000.00	6,561.08	-3,438.92				-3,438.92 (-34%)
4347 Staff Costs				2,700.00	600.00	2,100.00	2,100.00 (77%)
4348 Licence For Marriage				750.00		750.00	750.00 (100%)
SUB TOTAL	10,000.00	6,561.08	-3,438.92	3,450.00	600.00	2,850.00	-588.92 (-4%)

#### Summary of Receipts and Payments

All Cost Centres and Codes (Between 01/04/2023 and 31/01/2024)

503 Damage Deposit		Receipts			Payments		
Code Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
4996 Damaged Deposit		1,070.00	1,070.00		750.00	-750.00	320.00 (N/A)
SUB TOTAL		1,070.00	1,070.00		750.00	-750.00	320.00 (N/A)

#### 601 Capital Projects

601 Capital Projects	Receipts			Payments			Net Position
Code Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
4900 Town Hall				4,000.00		4,000.00	4,000.00 (100%)
4925 Community Centre Painting				4,000.00		4,000.00	4,000.00 (100%)
4929 PA - Outdoor Events				4,000.00		4,000.00	4,000.00 (100%)
4931 Car Park CC				1,000.00		1,000.00	1,000.00 (100%)
4973 Town Hall - External Decoration				9,000.00	6,740.00	2,260.00	2,260.00 (25%)
4974 Town Hall - Internal Decoration				22,000.00		22,000.00	22,000.00 (100%)
4990 Coronation				6,500.00	3,673.79	2,826.21	2,826.21 (43%)
SUB TOTAL				50,500.00	10,413.79	40,086.21	40,086.21 (79%)

#### Summary

NET TOTAL V.A.T.	344,623.00	<b>308,262.78</b> 30,077.33	-36,360.22	325,587.00	<b>245,858.14</b> 29,110.22	79,728.86	43,368.64 (6%)
GROSS TOTAL		338,340.11			274,968.36		

#### Section 3 - External Auditor Report and Certificate 2022/23

In respect of Woodstock Town Council

#### Respective responsibilities of the body and the auditor 1

Our responsibility as auditors to complete a limited assurance review is set out by the National Audit Office (NAO). A limited assurance review is not a full statutory audit, it does not constitute an audit carried out in accordance with International Standards on Auditing (UK & Ireland) and hence it does not provide the same level of assurance that such an audit would. The UK Government has determined that a lower level of assurance than that provided by a full statutory audit is appropriate for those local public bodies with the lowest levels of spending.

Under a limited assurance review, the auditor is responsible for reviewing Sections 1 and 2 of the Annual Governance and Accountability Return in accordance with NAO Auditor Guidance Note 02 (AGN 02) as issued by the NAO on behalf of the Comptroller and Auditor General. AGN 02 is available from the NAO website https://www.nao.org.uk/code-audit-practice/guidance-and-information-for-auditors/.

This authority is responsible for ensuring that its financial management is adequate and effective and that it has a sound system of internal control. The authority prepares an Annual Governance and Accountability Return in accordance with Proper Practices which:

• summarises the accounting records for the year ended 31 March 2023; and

· confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors

#### 2 External auditor report 2022/23

Except for the matters reported below on the basis of our review of Sections 1 and 2 of the Annual Governance and Accountability Return, in our opinion the information in Sections 1 and 2 of the Annual Governance and Accountability Return is in accordance with the Proper Practices and no other matters have come to our attention giving cause for concern that relevant legislation and regulatory requirements have not been met.

We identified during our review of the Annual Governance and Accountability Return that boxes 4 and 6 of the prior year (2021-22) on Section 2 - Accounting Statements were restated. In reviewing the 2022-23 return we note that the prior year figures have not been marked as 'Restated' to bring it to the attention of the reader, which is a breach of proper practices and as a result a 'No' response should have been provided at assertion 3 on the 2022-23 Governance Statement. As the figures for the 2023 year are correctly stated we do not believe this should impact the 2023-24 return.

The Council have not been able to provide a bank reconciliation or a reconciliation between Box 7 and 8 that agrees to the Section 2 Accounting Statements. Therefore, we are unable to verify these figures or verify that the Accounting Statements have been prepared correctly on the correct basis in line with the Accounts and Audit Regulations 2015. We would have therefore also expected Assertion 1 on Section 1 Annual Governance Statement to have been answered 'No'.

The Council answered 'No' to Box 11b of Section 2 of the AGAR however this is inconsistent with the answer given in Box 11a of Section 2 and the Annual Internal Audit Report. The Council is not a Trustee therefore Section 2 should have been completed with a 'N/A' response.

Other matters not affecting our opinion which we draw to the attention of the authority:

The AGAR Section 1 Annual Governance Statement was initially submitted without a date or minute reference for the approval at a meeting of the authority. This was later resubmitted with the missing information provided. The parish council should in future ensure that all of the necessary boxes have been filled appropriately.

The AGAR Section 2 Statement of Accounts shows an £8 difference when comparing Box 10 to the actual loan balance as at the year end. When inputting the numbers for the Return care should be taken to ensure the Return reflects evidence correctly.

Incomplete information was provided with the initial supporting data submitted for review with regards to significant variances. which was later provided on request. The parish council should in future ensure that all the necessary supporting information is provided with their annual submission.

Incomplete information was provided with the intermediate testing supporting data submitted for review with regards to bank statements. The parish council should in future ensure that all the necessary supporting information is provided with their annual submission.

#### External auditor certificate 2022/23 3

We certify that we have completed our review of Sections 1 and 2 of the Annual Governance and Accountability Return, and discharged our responsibilities under the Local Audit and Accountability Act 2014, for the year ended 31 March 2023.

**External Auditor Name** 



External Auditor Signature

MOORE Moore

27/09/2023

Date

Annual Governance and Accountability Return 2022/23 Part 3 Local Councils, Internal Drainage Boards and other Smaller Authorities\*

#### **Creation of an Election Expenses Budget**

#### **Background**

In June 2022 a vacancy was created on the Town Council due to a previous councillor resigning.

When a Town/Parish Council has a vacancy WODC issue a "Notice of Vacancy" which is displayed in the area. This notice gives the opportunity for an election to be called to fill the vacant position. An election can only be called if 10 electors submit a request for an election within 14 days of the notice; should no election be requested then the Council can fill the vacancy by co-option.

WODC did receive 10 requests for an election and this election was held in October 2022.

When an election is called there is a cost to the council which for this election was £5,071.

WODC charge in arrears for election, so the cost for 2022/23 elections are charged in 2023/24. This enables the Council to budget for the costs. WODC include the election charges when setting the council tax and as such we have received income of £5,071. This income has been coded against income code 1275, which has no income budget against it. Creation of the budget is part of this request.

We have received and paid the election cost invoice in January. This cost is currently shown as expenditure against the income line. This expenditure should be shown against an expenditure code but at the moment we do not have a budget to move the expenditure to. Creation of the budget is part of this request.

#### The Council are asked to approve the following

- a) The creation of an income budget of £5,071 against code 1275 Election Expenses
- b) The creation of an expenditure budget of £5,071 against a new code for Election Expenses

Please note the creation of these budgets has a neutral effect on the budget as they off set each other.

#### Woodstock Town Council Meeting Tuesday 16th January 2024

#### Agenda item 8

To approve the payment of £1500to Woodstock Football Club towards grass cutting costs for 2022 and 2023

The agreed amount of  $\pounds750$  for the financial years of 22/23 and 23/24 have not been paid

#### Motion Proposed by Cllr Grant

Seconded by TBC

WTC agrees to the payment of  $\pm 1500$  to Woodstock Town Football Club to cover the agreed allocation of  $\pm 750 \times 2$  for the financial years 22/23 and 23/24 under 137s payments

#### **Review of the Restrict Covenant on 10 Cadogan Park**

#### **Background**

Woodstock Town Council has received the following request (extraction from letter): -

#### Property: 10 Cadogan Park Woodstock Oxfordshire OX20 1UW

We are acting on behalf of proposed Buyers of the above property. The property is subject to a covenant which was imposed in 1957 by Woodstock Corporation. We understand that your Council is the Successor in Title to Woodstock Corporation, but would be grateful if you could please confirm this.

We attach a copy of the Title Registers and plan for the property and would refer you to Entry Number 2 of the Charges Register and Entry 2 of the Schedule of Restrictive Covenants, particularly clause (d) thereof which provides that the consent is required to any alterations or extensions to the property.

Our Clients are purchasing the property with the intent of extending and re-modelling the property, for which Planning Consent and Building Regulation Approval will be required. We do however note that under the above clause approval by the Planners/Building Control is not to be deemed as approval for this purpose.

We would be grateful if you could please advise us as soon as possible of your criteria for granting consent for alterations/extensions to the property.

Our Clients to not wish to go to the expense of purchasing property and then finding out that consent cannot be obtained. However, they are not yet able to provide you with full plans for approval as these are still in the process of being prepared.

You will note that this Conveyance refers to land coloured pink on the plan attached thereto. Unfortunately, the Land Registry did not retain a copy of that plan so we cannot see the exact extent of land affected. Are you able to supply with a full copy that Conveyance and plan?

Your early response would be greatly appreciated as our Clients are hoping to proceed to exchange on the purchase of this property before very long.

The title deed and plan are attached to this report.

I have received conflicting advice on the issue of if Woodstock Town Council (WTC) is the successor in title to Woodstock Corporation.

Oxfordshire County Council (OCC) solicitor advised the following: -

Following the local government reforms in the early 1970s West Oxfordshire District Council was formed from several borough Councils (eg Woodstock, Chipping Norton). "Corporation" was how those Borough Councils were known in legal documents.

I suspect therefore that the rights here actually passed to WODC

On informing the purchasers solicitor of the above I was informed that West Oxfordshire District Council (WODC) had advised them that it was WTC responsibility

This is not the first time a request was has been received for a similar issue, in 1993 WTC provided the response attached to this report.

Due to the uncertainty of who is legally responsible for approving the request I am seeking approval to send the following response to allow for the owners of the property to carryout any works as long as the works are in accordance with any planning permission requirements.

#### The Council are therefore asked to approve the following response: -

Woodstock Town Council as Successors in Title to Woodstock Corporation, the Vendor in a Conveyance dated 29 May 1957 and made between Woodstock Corporation (1) William Tinlin Pool (2) hereby consent to any future extensions and alterations which are planned to be carried out to the property provided that the works are carried out in accordance with plans which are approved by West Oxfordshire District Council planning.

**Previous Town Council Response** 

#### Woodstock Town Council



The Town Clerk's Office, The Town Hall, Woodstock, Oxford OX7 ISL Telephone: Woodstock 811216

Town Clerk Mrs. Marian Moxon

MM/VR

16th July 1993

Mr P K Tollett Henmans - Solicitors 6 Oxford Street Woodstock OX20 1TW

Dear Mr Tollett

10 Cadogan Park, Woodstock

Further to your letter of the 14th July 1993 I write to confirm that two previous Planning Applications have been received for this property; 0389/87 Shower Room Extension and 2310/89 First Floor Extension to form bedrooms. Both of these Planning Applications were received by Woodstock Town Council and whilst I have no record of permission being obtained under the terms of the Conveyance I confirm that the Town Council would not, retrospectively, wish to make any objections.

Yours sincerely

Marian Moxon Town Clerk

-

HM Land Registry



Official copy of register of title

Title number ON163000

Edition date 02.03.2023

- This official copy shows the entries on the register of title on 02 Mar 2023 at 09:41:18.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 02 Mar 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry Gloucester Office.

## A: Property Register

This register describes the land and estate comprised in the title.

OXFORDSHIRE : WEST OXFORDSHIRE

- 1 (25.11.1993) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 10 Cadogan Park, Woodstock, (OX20 1UW).
- 2 (25.11.1993) There are excluded from this registration the mines and minerals and the ancillary rights reserved by the Conveyance thereof dated 14 April 1924 referred to in the Charges Register in the following terms:-

Reserving nevertheless to the Duke and the Marquess and their successors in title all coal iron stone sand sandstone gravel clay and other mines and minerals in under or upon the land hereby assured with full liberty and power at all times to enter upon the said land or any part thereof to search for dig raise make merchantable and carry away the said coal ironstone sand sandstone gravel clay and other mines and minerals without leaving any support for the surface of the said land and to do all such things in under upon through or over the said land or any part thereof as may be necessary or convenient for all or any of the purposes aforesaid making from time to time nevertheless to the Purchasers their heirs and assigns and their Lessees and Tenants reasonable and adequate compensation for all damage thereby done or occasioned to the said land or any buildings thereon.

3 (25.11.1993) The land has the benefit of the following rights granted by the Conveyance dated 29 May 1957 referred to in the Charges Register:-

"TOGETHER with full and free right and liberty for the Purchaser and his successors in title owners or occupiers for the time being of the property hereby conveyed and his under tenants and servants (a) in common with the Vendors and all other persons for the time being having the like right at all times and for all purposes with or without horses carts carriages motor cars and other vehicles mechanically propelled or otherwise to pass and repass over and along the estate road delineated on the said plan and thereon marked "Estate Road" leading from the property hereby conveyed into the main road leading from Woodstock to Oxford and over the piece of land lying between the property hereby conveyed and the said Estate road (b) to lay and maintain water and gas pipes drains and electric cables under and to construct entrance ways

### A: Property Register continued

suitable for vehicular traffic in position to be agreed with the Vendors' Surveyor over the said piece of land lying between the property hereby conveyed and the said estate road."

NOTE: The "Estate Road" referred to is now known as Cadogan Park.

4 (25.11.1993) The Conveyance dated 29 May 1957 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the Purchaser and his successors in title shall not be or become entitled to any right of light or air to the property hereby conveyed which would prejudicially affect the user by the Vendors or their successors in title of any adjoining or neighbouring land of the Vendors for building or other purposes and that the Vendors shall have and have the right to modify waive or release any covenants restrictions and stipulations relating to any adjoining or neighbouring land now or hereafter belonging to the Vendors whether imposed or entered into before or at the same time as or after the date hereof and whether they are identical with the provisions herein contained or not and that the Vendors shall not in any way be bound by the plotting or general scheme or development of any of their adjoining or neighbouring land as may be shown on any plans prepared by the Vendors in regard to their said adjoining land and that the Vendors may from time to time alter such plotting any scheme of development in such manner as the Vendors may think fit."

### **B:** Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (25.11.1993) PROPRIETOR: BARBARA DIANA PIX of 52 Brookhill, Woodstock, Oxford, OX20 1UW.
- 2 (25.11.1993) The Transfer to the proprietor contains a covenant to observe and perform the covenants in the Conveyance dated 14 April 1924 referred to in the Charges Register and of indemnity in respect thereof.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (25.11.1993) A Conveyance of the land in this title and other land dated 14 April 1924 made between (1) Edward Warmald (2) The Most Noble Charles Richard John Duke of Marlborough and The Right Honourable John Albert Edward William Spencer Churchill and (3) Harold Alfred Ryder and others (Purchasers) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 2 (25.11.1993) A Conveyance of the land in this title dated 29 May 1957 made between (1) Woodstock Corporation (Vendor) and (2) William Tinlin Pool (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

### Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 14 April 1924 referred to in the Charges Register:-

THE Purchasers and each of them covenant with the Duke and the Marquess their successors in title and assigns so as to bind as far as possible the hereditaments hereby assured into whomsoever hands the same may come in manner following that is to say:-

(1) The portion of the said land fronting to the road leading from

#### Schedule of restrictive covenants continued

Oxford to Woodstock is to be used for the erection of dwellinghouses which shall consist of good class residences of brick and tile roofs and shall be finished in a good substantial and workmanlike manner at a cost at market price for materials and labour as at the date hereof of not less than one thousand pounds for each dwellinghouse and the outbuildings thereto and the plans and positions thereof shall before the commencement of the erection of each such dwellinghouse be approved by the Duke and the Marquess or their Surveyor or Agent And will not erect on the frontage the said land to the said road any messuage dwellinghouse or buildings other than as aforesaid And will not use the said land hereby conveyed or any part thereof within Two hundred foot of the said road or any buildings thereon otherwise than for private residential purposes but so that this shall not prohibit a duly qualified medical practitioner from using any such dwellinghouse or buildings as his professional residence if and so long as the same be furnished and kept and used so as to appear from the outside as if it were being used only as a private dwellinghouse (except that a name plate may be affixed thereto) and if and so long as no lunatic or other patient be received to reside therein And will not erect any factory or other building to be used for business purposes within two hundred feet of the said road leading from Oxford to Woodstock

(2) The Purchasers will not burn bricks on the said land hereby conveyed

(3) And will not erect or set up on the frontage of the said land within two hundred feet of the said road any steam engine or any fireplace or furnace (other than a fireplace or furnace to be used in a private dwellinghouse for the heating thereof)

(4) And will not cut down or destroy the existing line of trees on the said frontage to the said road except such trees as may be necessary for the purpose of providing entrance ways to be residence which shall be erected as hereinbefore provided.

The following are details of the covenants contained in the Conveyance dated 29 May 1957 referred to in the Charges Register:-

"FOR the benefit of the adjoining or neighbouring Estate belonging to the Vendors known as the Cadogan Park Estate or the part thereof for the time being remaining unsold and so as to bind the property hereby conveyed into whosesoever hands the same may come but not so as to render the Purchaser liable in damages for any breach of covenant so far as the same is of a restrictive character committed after the Purchaser shall have parted with all interest in the said property hereby conveyed or the part thereof in respect of which such breach shall occur the Purchaser for himself and his successors in title hereby covenants with the Vendors and their successors in title the owner or owners for the time being of the unsold parts of the said Cadogan Park Estate as follows namely:-

(a) Within six months from the date thereof to erect and for ever after to maintain to the satisfaction of the Vendors or their Surveyor on the East West and South sides of the piece of land coloured pink on the said plan and marked "T" within the boundary on the said plan good and substantial fences consisting of concrete posts and chain link not less than Four feet six inches nor more than six feet in height

(b) Not without the consent in writing of the Vendors first had and obtained to permit the said piece of land coloured pink on the said plan to be used for any other purpose than for the erection thereon of one private dwellinghouse with garage and suitable outbuildings thereto

(c) Not at any time to carry on or permit to be carried on upon the said pieces of land coloured pink on the said plan or in any dwellinghouse or outbuildings for the time being erected thereon any trade business or occupation which shall in the opinion of the Vendors or their Surveyors be detrimental to the Vendor's adjoining property nor to allow any trade manufacture or business of a noisy noisome or offensive nature to be at any time hereafter set up or carried on in or upon the said piece of land coloured pink on the said plan or in any dwellinghouse or outbuildings for the time being erected thereon nor to allow the same at any time hereafter to be used so as to be or become a

#### Schedule of restrictive covenants continued

nuisance or annoyance to the Vendors or their tenants or to the neighbourhood and until the erection of a private dwellinghouse thereon to keep the said piece of land coloured pink on the said plan clean and free from noxious weeds

(d) Not to commence the erection of the said private dwellinghouse or any outbuildings to be used in connection therewith upon the said piece of land coloured pink on the said plan or at any time thereafter alter or rebuild the whole or any part of the said private dwellinghouse or outbuildings upon the said piece of land coloured pink on the said plan until properly drawn plans sections and elevations in duplicate showing all sides thereof and a brief specification thereof have been submitted to and approved by the Surveyor or Agent for the time being of the Vendors one copy of such plans and specifications being retained by the Vendors and the other copy (if approved) being signed by or on behalf of the Vendors and returned to the Purchaser and so that the Vendors or their assigns shall have the right to refuse consent to the erection of any dwellinghouse or other buildings or to the alteration or total or partial rebuilding of any part thereof thereafter that the Vendors shall consider will damage or destroy the amenities of the surrounding property of the Vendors or the neighbourhood And it is hereby agreed and declared that the approval of the Vendors under their building Byelaws in respect of any dwellinghouse to be erected on the piece of land hereby conveyed shall not be deemed to be the approval of the Vendors for the purpose of this Clause of this Conveyance

(e) That no electric lighting services shall be carried to any dwellinghouse to be built upon the said piece of land hereby conveyed along or across the said estate road except by means of an underground electric cable

(f) Not at any time hereafter to excavate or dig out of the premises except for the purpose of laying the foundations of the said dwellinghouse or the outbuildings to be used therewith any sand sandstone gravel clay or other mines or minerals

(g) To erect and complete the dwellinghouse to be erected by the Purchaser on the said piece of land conveyed coloured pink on the said plan in accordance with the provisions hereinbefore contained within twelve months from the date hereof

(h) Not at any time hereafter without the consent in writing of the Vendors or their Surveyors (such consent not to be unreasonably withheld) to cut lop or destroy the existing healthy trees on the said property except for the control and cultivation of such trees and also except such trees as may be necessary for the erection of the dwellinghouse on the property sold as hereinbefore provided with proper and convenient entrance ways thereto and also except such trees as may be necessary for the purpose of clearing a safe adequate site for the said dwellinghouse and for the unobstructed access of light or air thereto or for the cultivation and laying out of the curtilage to such dwellinghouse

(i) At his own expense to construct an entrance way or entrance ways suitable for vehicular traffic in a position to be agreed with the Vendors' Surveyor over the piece of land lying between the property sold and the said estate road

PROVIDED ALWAYS that nothing herein contained shall operate to impose any restrictions on the manner in which the Vendors or the persons deriving title under the Vendors may deal with the whole or any part of the said Cadogan Park Estate of the Vendors for the time being remaining unsold or be otherwise deemed to create a building scheme for the said estate or any part thereof."

### End of register

#### These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 01 February 2023 shows the state of this title plan on 01 February 2023 at 11:26:45. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Gloucester Office .

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# Motion to purchase a PA system to be used for both outdoor and indoor events - For Town Council Meeting on 13 February 2024

#### Proposed Cllr Manby-Brown

#### Background

The Town Council received a comment/complaint from a Resident after the Remembrance Service in November that it was difficult to hear. A few years ago, a well-known local resident kindly lent his own personal equipment for the event, but he has since moved.

We have also received a request from one of our regular Assembly Room renters for a PA system.

I therefore asked the resident who made the Remembrance comment if he could do some research (he is in the music business), and he has suggested the SubZero SZPA-815 300W 15" PA System with Microphones and Stands, for a cost of £399 (incl.VAT). He has kindly offered to contribute £100 towards the cost, meaning the cost to the Council will be about £233.

#### **Budget Allocation etc**

Due to the value being below the  $\pm$ 5,000 threshold as set in the Financial Regulations 11.1 (h) there is no requirement to source 3 estimates. Although, it should be noted that a review of other sellers of the same equipment was carried out and Gear 4 Music is the cheapest at  $\pm$ 399 inc VAT.

The budget proposed for the expenditure is: - 4929 PA – Outdoor Event which is currently £4,000 under budget.

#### Details



Details of the proposed system can be found here:

https://www.gear4music.com/PA-DJ-and-Lighting/SubZero-SZPA-815-300W-15-PA-System-with-Microphones-and-Stands/1U2Q

#### Motion

That the Council approves the purchase of the SubZero SZPA-815 300W 15" PA System at a cost  $\pm$ 399 inc VAT to be funded from budget code 4929 PA – Outdoor Event

#### **Rental Property within the WTC Property Portfolio**

At the meeting of Tuesday 18<sup>th</sup> January 2024 the Council agree that the Clerk to write to our Property Agent giving them 6 months cancellation notice.

Once established that this has been accepted and the date of the end of the contract with our current agent is clear, WTC will be going out to tender.

The Council has 5 Residential Properties, 5 Commercial Properties in the Town centre and 4 Commercial units at the Community Centre.

The Daily Lettings for both the Town Hall and the Community Centre are controlled by the Council Staff.

In the past the finance involvement has not be clear as the commercial properties attract VAT and have longer leases that have to be dealt with by a Solicitor. The residential properties are let on an annual basis with the acceptation of the flat at 2 Park Street.

The following motion is offered as an ease to distinguishing Commercial property rent from Residential rent by having these 2 types of property separated and employing 2 different property agents.

# Motion Proposed by Cllr Grant Seconded by Cllr M Parkinson WTC agrees that:

When the Council goes out to tender for the management of properties available for rental within the Property Portfolio that two separate contracts are put out to tender. One contract to manage residential properties and one contract to manage the commercial properties.

AG & MP Feb 2024