



Members of Wiswell Parish Council are summoned to attend the Parish Council Meeting on **Wednesday 8 May 2024**, at Pendleton Village Hall, commencing after the Annual Meeting of the Parish Council.

**Members of the public are welcome to attend.**

## Agenda

- 1. Apologies for absence.**
- 2. Approve the minutes of the Parish Council Meetings held on 6 March 2024 and the Extraordinary Council Meeting held on ~~25 March 2024~~. Not shown - Confidential**
- 3. Declarations of disclosable pecuniary and other registrable and non-registrable interests.**

Members are reminded of their responsibility to declare any disclosable pecuniary, and other registrable and non-registrable interest in respect of matters contained in the agenda.
- 4. Public participation. To receive questions and comments on any agenda item.**

This 30-minute session (time limit of five minutes per item/per person) provides members of the electoral public an opportunity to indicate interests in an agenda item and put questions to the Parish Council. Such questions may be answered after the meeting or become an agenda item at a future Parish Council meeting.

## ITEMS for DECISION/DISCUSSION

- 5. Finance Report.**

Report of the Clerk (enclosed) to approve the:

  - Accounts to date.
  - Schedule of Payments as set out in the report.
  - Reconciliation of Receipts and Payments as shown in the report.
- 6. Three Year Business Plan 2023/26 - Review**

Report of the Clerk (enclosed) for members to review and update the Plan as required.
- 7. Wiswell Open Garden Event and Summer Social.**

Verbal update (from the Chair), including discussions related to the event.
- 8. Authorisation of a Legal Deed.**

Report of the Clerk (enclosed) seeking authorisation of a legal deed regarding the Rural England Prosperity Fund grant.
- 9. Lengthsman's Duties.**

Report of Councillor Scholfield (enclosed) to consider the Lengthsman's duties.

## ITEMS for INFORMATION

### 10. Grant Application.

Verbal update (from the Chair) on the Council's application for funding from the Rural England Prosperity Fund.

### 11. Update on Actions from Previous Meetings.

Report of the Clerk (enclosed) updating members on actions arising from the last meeting and outstanding actions from previous meetings.

### 12. Planning Report.

Report of the Clerk (enclosed) for members to consider planning matters since the previous meeting.

### 13. Road Safety Working Group.

Report of Councillor Wrightson (enclosed).

### 14. 'State of the Village'.

Update from Councillor Scholfield.

### 15. Councillor Reports.

Reports from Councillors (enclosed).

### 16. Giant Redwood Tree Scheme.

Part of the RVBC 50-year anniversary commemorations.  
Item for discussion.

## PART 2: ITEM for DISCUSSION and DECISION.

### EXCLUSION of the PRESS and PUBLIC.

#### The Council is asked to RESOLVE that:

The public and press be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of confidential information as defined in Schedule 12 of the Local Government Act, 1972.

### 17. Employment matters not on the agenda.

Update on other employment matters (enclosed).

*Michael Hill*

*Clerk and Responsible Financial Officer to Wiswell Parish Council.*



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## Meeting of the Parish Council – Draft Minutes

<b>Date:</b>	6 March 2024		
<b>Place:</b>	Pendleton Village Hall, Pendleton.		
<b>Present:</b>	Councillors: S. Houghton (Chair), S. Clemson O.M. Wrightson and J. Pursglove.		
<b>In attendance:</b>	Clerk to the Parish Council: Mike Hill. PCS Ailsa Gill and Ruth Thompson (representing the Olive Branch and Ribble Valley Foodbank).		
<b>Meeting started:</b>	18:30	<b>Meeting closed:</b>	21:05

### Minute Reference 240306/

#### 1. APOLOGIES FOR ABSENCE.

Apologies for absence were received from Councillor Scholfield.

#### 2. APPROVE THE MINUTES OF THE PARISH COUNCIL MEETINGS HELD ON 10 JANUARY 2024 AND THE EXTRAORDINARY COUNCIL MEETING HELD ON 9 FEBRUARY 2024.

Subject to an amendment of the location of the bollards under Agenda Item 10, 10 January meeting, the minutes of the two meetings were approved as correct records and signed by the Chair.

#### 3. DECLARATIONS OF DISCLOSABLE PECUNIARY AND OTHER REGISTRABLE AND NON-REGISTRABLE INTERESTS.

There were no declarations of interest.

#### 4. PUBLIC PARTICIPATION.

- The Chair welcomed PCSO Ailsa Gill and thanked her for taking the time to attend the meeting. Ailsa updated members on the latest crime statistics and noted that there had been one log for Wiswell regarding a dispute between two parishioners and noted that Wiswell is rated as a low crime area.
- The Chair also welcomed Ruth Tompson who updated members on the work undertaken by the Ribble Valley Foodbank and The Olive Branch. Members were informed that at the Trinity Community Hub in Clitheroe (Parsons Lane) and at St. Pauls Church Longridge (Church Street) along with a 'grocery bank', advice and support was available from amongst other agencies; DWP, NHS and Citizens Advice Bureau.

#### 5. FINANCE REPORT.

The Clerk submitted a report seeking approval for the accounts to date, Reconciliation of Receipts and Payments and the Schedule of Payments.

RESOLVED THAT COUNCIL:

- Approve the accounts to date.
- Approve the Reconciliation of Receipts and Payments as set out in the Report and in Table b below.
- Approve the Schedule of Payments as set out in the Report and in Table a below:

**Table a.**

Schedule of payments to be considered for approval.								
#	Ref.	Payee	Description	Gross £	Vat £	Net £	Due Date	Area of Spend
1	Co-op	Cllr. Scholfield	Christmas Festivities	56.29	0.00	56.29	Paid	Sundry Expenses
2		Easy Websites	Provision of email and website hosting.	60.95	10.16	50.79	Paid	Admin. Expenses
3	WPC 04-2023	Clerk	Three months expenses to end of Dec. 2023	119.40	0.00	119.40	Paid	Admin. Expenses
4	ZB299158	ICO	Data Protection Fee - Renewal	40.00	0.00	40.00	Paid	Admin. Expenses
<b>Totals:</b>				<b>276.64</b>	<b>10.16</b>	<b>266.48</b>		

**Table b.**

Reconciliation of Receipts and Payments	
	<b>£</b>
Balance brought forward at 1st April 2023:	6,007
Add total receipts to date:	10,122
Less total payments to date:	8,028
<b>Balance:</b>	<b>8,101</b>
	<b>£</b>
Unity Trust Bank Account - Balance at 26/02/24:	<b>8,101</b>

*If these two figures are different an explanation is required.*

**6. RISK MANAGEMENT POLICY AND REGISTER.**

The Clerk submitted a report seeking approval of the Risk Register and Policy attached as Appendix 1 to the Report.

Members were reminded that the Register was last adopted by Wiswell Parish Council on 5 July 2022 and that the Parish Council is expected to carry out as a minimum an annual risk assessment and identify any actions it considers necessary to minimise those risks.

RESOLVED THAT COUNCIL:

Agree to adopt the 2024/25 Risk Management Register and Policy.

**7. RE-ADOPTION OF THE PARISH COUNCIL'S STANDING ORDERS.**

The Clerk submitted a report seeking approval for the re-adoption of the Parish Council's Standing Orders as set out in Appendix 1 to the Report.

Members were reminded that they last approved the Standing Orders on 10 September 2018 and that the Standing Orders as set out in Appendix 1 to the Report, do not differ from those, and are adapted for use by Wiswell Parish Council from the Model Standing Orders 2018 (England) published by the National Association of Local Councils (NALC).

RESOLVED THAT COUNCIL:

Agree to re-adopt the Standing Orders as set out in Appendix 1 to the Report.

## 8. GRANT APPLICATIONS

The Chair provided a verbal update on the Parish Council's application for funding from the Rural England Prosperity Fund and noted that the application had been submitted and apologised that members had been offered a short period of time to consider the submission.

## 9. UPDATE ON ACTIONS FROM PREVIOUS MEETINGS

The Clerk submitted a report updating members on actions arising from recent meetings and outstanding actions from previous meetings. The report noted that progress was being made on most of the agreed actions.

RESOLVED THAT COUNCIL:

- a. Note the report.
- b. Action 7 from 10/01/2024 will be progressed by Councillor Clemson.
- c. Action 10a from 10/01/2024 meeting has been completed.
- d. Action 1a from 06/09/2023 meeting is no longer required.

## 10. PLANNING REPORT

The Clerk submitted a report informing members of the relevant planning applications and decisions since the last meeting.

Members discussed planning matters in general and several applications.

RESOLVED THAT COUNCIL:

Note the report.

## 11. COUNCILLOR REPORTS

Councillors Houghton, Scholfield and Wrightson provided status/update reports.

The Clerk reminded members that all councillors can provide Update Reports to the Clerk for inclusion in the Agenda Pack

RESOLVED THAT COUNCIL:

- a. Note the reports.
- b. Members agree to consider the Council's priorities are as set out in Councillor Wrightson's report (Notes from the Traffic and Road Safety Working Group) are send them to Councillor Wrightson.

## 12. ANNUAL MEETING OF THE PARISH COUNCIL (8 MAY 2024)

The Clerk reminded members that the next Council meeting will be the Annual Meeting of the Parish Council, where members will be required to elect a Chair and Vice Chair for the following 12 months.

**By virtue of paragraph 1 of Part 1 of Schedule 12A of the Local Government Act 1972, the press and public were excluded from the next agenda item.**

## 13. EMPLOYMENT MATTERS NOT ON THE AGENDA.

The Chair updated members on matters relating to the ongoing Employment Tribunal.

### PARISH COUNCIL MEETING DATES:

8 May. Starts at 6:00pm. All meetings are held at Pendleton Village Hall.

Signed by Chair.

Date.

A signed copy is on file.

## Agenda Item 5

### For Decision



Meeting Date: 08/05/2024

Title: **Finance Report**

Submitted by: Clerk and Responsible Financial Officer

#### **Purpose of the report:**

To update members of the Council's financial position and to seek approval of the accounts to date and agree any payments to be made.

#### **Recommendations:**

1. Approve the Report and specifically the:
2. Schedule of Payments.
3. Reconciliation of Receipts and Payments.

## Schedule of Payments to be considered for approval.

#	Ref.	Payee	Description	Gross £	Vat £	Net £	Due Date	Area of Spend
1		Pendleton Village Hall	Council meetings. 14 sessions at £15.	210.00	0.00	210.00	Paid	Admin. Expenses
2	INV-11081	HR Partner	Legal resource	223.20	37.20	186.00	Paid	Admin. Expenses
3	INV-11083	HR Partner	Legal resource	590.40	98.40	492.00	Paid	Admin. Expenses
4	..4302412	HMRC Cumbernauld	Three months income tax	247.60	0.00	247.60	Paid	Staff Costs
5	WPC 01-2024	Clerk	Three months expenses	218.50	0.00	218.50	Paid	Staff Costs
6		Unity Trust Bank	Three months service charge	18.00	0.00	18.00	Paid	Admin. Expenses
7		L. Dawson	Settlement payment	3,500.00	0.00	3,500.00	Paid	Sundry Expenses
8	DD	Easy Websites	Provision of email and website services	60.95	10.16	50.79	Paid	Admin. Expenses
9	2425123	LALC	Annual subscription	55.01	0.00	55.01	Paid	Sundry Expenses
10	P5RR2HH	PM&M	Three months service charge	33.00	5.55	27.75	DD	Admin. Expenses
<b>Totals:</b>				<b>5,156.66</b>	<b>151.31</b>	<b>5,005.65</b>		

Receipts for the period 1st April 2024 to 31st March 2025.

Remittance			Income Streams					
Date	Reference	Details	RVBC Precept	VAT Repay	RVBC Grants	Other Grants	Sundry	Totals
02/04/2023	accy054257	Precept 2024/25	9,166.00					9,166.00
<b>Total:</b>			<b>9,166.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,166.00</b>



## Payments for the period 1st April 2024 to 31st March 2025

DD = Direct Debit

Dates	Details	Staff Costs (Clerk)			Administration Expenses			Amenity Expenses		Sundry Expenses	Resident Fund	REPF	VAT	Total
		Salary	HMRC	Home Use & Expenses	General Admin.	Website/ emails	General Costs	Ground Maint.	Amenity Maint.					
02/04/24	Clerk - Three months expenses			218.50										218.50
02/04/24	Settlement to L. Dawson									3,500.00				3,500.00
03/04/24	Easy Websites (DD)					50.79							10.16	60.95
09/04/25	LALC Subscription									55.01				55.01
15/04/23	HMRC Cumbernald - three months tax		247.60											247.60
15/04/24	HR Partner						124.80						24.96	149.76
25/04/24	PM+M Payroll Services				27.75								5.55	33.30
	<b>TOTALS</b>	<b>0.00</b>	<b>247.60</b>	<b>218.50</b>	<b>27.75</b>	<b>50.79</b>	<b>124.80</b>	<b>0.00</b>	<b>0.00</b>	<b>3,555.01</b>	<b>0.00</b>	<b>0.00</b>	<b>40.67</b>	<b>4,265.12</b>

Check: 4,265.12

## Reconciliation of Receipts and Payments

	£	
Balance brought forward at 1st April 2024:	6,009	
Add total <b>receipts</b> to date:	9,166	
Less total <b>payments</b> to date:	4,265.12	
<b>Balance:</b>	10,909.71	<i>If these two figures are different an explanation is required.</i>
	£	
Unity Trust Bank Account - Balance at 29/04/24:	<b>10,909.71</b>	

# Comparisons as at 29/04/24

	FINAL ACCOUNTS 2023/24	AGREED BUDGET 2024/25	ACCOUNTS TO DATE 2024/25
<b>INCOME</b>			
	£	£	£
RVBC Precept:	7,965.00	9,166	9,166
RVBC Concurrent Grant:	0.00	0	0
RVBC in Bloom Grant:	0.00	0	0
ier RVBC Grants including REPF:	0.00	0	0
RVBC Coronation Grant:	500.00	0	0
Other Grants:	600.00	300	0
HMRC VAT Refunds:	513.30	325	0
Sundry and Other Income:	0.00	0	0
Residents Fund	543.65	0	0
	<b>10,121.95</b>	<b>9,791</b>	<b>9,166</b>
<b>EXPENDITURE</b>			
<b>Staff Costs:</b>			
	£	£	£
Clerk's salary:	4,155	4,080	0
Home use, expenses and mileage:	565	640	219
HMRC:	697	1,020	248
	<b>5,417.40</b>	<b>5,740</b>	<b>466</b>
<b>Administration Expenses:</b>			
	£	£	£
Consumables (Ink and Paper etc):	54	50	0
Website hosting and emails:	607	810	51
Microsoft 365 Licence subscription:	0	80	0
Payroll and Bank Service Charges:	183	200	28
Other website expenses:	0	0	0
GDPR and IT:	40	40	0
Insurances:	517	405	0
Audit and legal fees	1,014	200	125
Room hire:	210	0	0
Training, books etc:	70	0	0
	<b>2,694.85</b>	<b>1,785</b>	<b>203</b>
<b>Amenity Expenses:</b>			
	£	£	£
Grnd Maint. Parish lengthsman scheme:	0	750	0
Grnd. Maint. Coronation Garden:	234	100	0
Amenity Maint. Noticeboard and Benches:	85	0	0
Amenity Maint. Phonebox:	14	0	0
Best kept village and other expenditure:	0	150	0
	<b>332.72</b>	<b>1,000</b>	<b>0</b>
<b>Sundry Expenses:</b>			
	£	£	£
Settlement	0	0	3,500
LALC subscription:	51	52	55
Christmas tree:	350	350	0
Remembrance Sunday:	168	25	0
Contingency:	0	200	0
Other Sundry expenditure:	851	200	0
	<b>1,419.59</b>	<b>827</b>	<b>3,555</b>
<b>IDENTIFIED EXPENDITURE</b>			
	£	£	£
Residents Fund:	0	0	0
REPF:	0	0	0
<b>VAT on Expenses to be Reclaimed:</b>	256	300	40.7
	£	£	£
<b>Total Expenditure:</b>	<b>10,120.28</b>	<b>9,652</b>	<b>4,265.12</b>
<b>SUMMARY:</b>			
	£	£	£
Income:	10,122	9,791	9,166
Expenditure:	(10,120)	(9,652)	(4,265)
	1.67	139	4,901
<b>BALANCE:</b>			
	£		£
Balance brought forward at 1 April:	6,007		6,009
Add surplus / less deficit from year:	2		4,901
<b>Balance carried forward to April 2024:</b>	<b>6,009</b>		<b>10,909.71</b>

# Cash flow forecast for the period 1st April 2024 to 31st March 2025

		Actual	Forecast Income 2024/25											
INCOME		April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	Total
1	RVBC Precept	9,166.00												9,166
2	RV in Bloom													0
3	HMRC VAT Return								500.00					500
4	Concurrent Funding													0
5	RVBC Coronatiion Grant													0
6	Residents Fund													0
7	Other grants including REPF		300.00											300
<b>Totals:</b>		<b>9,166.00</b>	<b>300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,966</b>

		Actual	Forecast Expenditure 2024/25											
EXPENDITURE	Stream	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	Total
20	Easy Websites	60.95	60.95	60.95	60.95	60.95	60.95	60.95	60.95	60.95	60.95	60.95	60.95	731
21	LALC Subs. & Training	55.01												55
22	Accountant, Legal Fees	149.76												150
23	Office Consumables		50.00											50
24	Clerk Salary			990.00			990.00			990.00			990.00	3,960
25	Defibrillator													0
26	Unity Bank: Service Fee			18.00			18.00			18.00			18.00	72
27	HMRC Income Tax	247.60			248.00			248.00			248.00			992
28	PM+M Payroll services	33.30			33.30			33.30			33.30			133
29	Clerk Expenses	218.50			180.00			180.00			180.00			759
30	Coronation Garden etc.		50.00		100.00									150
31	Insurance								525.00					525
32	Remembrance Sunday		25.00							25.00				50
33	ICO GDPR Charge											40.00		40
34	Phone Box/NB/Grit Bin													0
35	Room Hire			15.00		15.00		15.00		15.00		15.00		75
36	Lengthsman		750.00		150.00			150.00						1,050
37	Other Subscriptions													0
38	Christmas Expenses									350.00	60.00			410
	Settlement	3,500.00												3,500
39	REPF													0
<b>Totals:</b>		<b>4,265.12</b>	<b>935.95</b>	<b>1,083.95</b>	<b>772.25</b>	<b>75.95</b>	<b>1,068.95</b>	<b>687.25</b>	<b>585.95</b>	<b>1,458.95</b>	<b>582.25</b>	<b>115.95</b>	<b>1,068.95</b>	<b>12,701.47</b>

Forecasts			
2024/2025	£		End of Year (March) 2025
Forecast Income	9,966		£
Forecast Expenditure	12,701		Balance at 29/04/24
<b>Forecast Balance 2024/25</b>	<b>-2,735</b>		<b>10,909.71</b>
			Forecast Income - May onwards
			800.00
			Forecast Spend - May onwards
			7,367
			<b>Forecast Balance EOY 2024/25</b>
			<b>4,342.31</b>
			Forecast balance less Res. Fund
			3,798.66

**For reference:**  
 Balance EoY March 2024 = £6,009

2024-2025 - Unity Trust Bank Statements													
DETAILS	2023/24	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March
Balance brought forward	6,007.16	6,008.83											
Income	10,121.95	9,166.00											
Expenditure	10,120.28	4,265.12											
Closing/Interim Balance	6,008.83	10,909.71											
Unity Bank Statements	<b>6,008.83</b>												
<b>Statement Date:</b>													

# Residents Fund - Summary

	£
<b>Total amount of fund transferred:</b>	<b>543.65</b>
Gross Expenditure April 2023 to 31 March 2024:	0.00
Gross Expenditure April 2024 to 31 March 2025:	0.00
Balance at 29/04/24:	<b>543.65</b>

## **Residents Fund (ring-fenced donation).**

At the 6 September 2023 Council Meeting:

RESOLVED THAT COUNCIL:

a. Subject to consultation with members of the Wiswell Social Committee regarding signing off expenditure, approved that the Wiswell Resident's Fund could be transferred into the Council's Unity Trust Bank Account as set out in the report.

b. Authorise the Clerk to make the necessary arrangements for the transfer and ring-fencing of the funds and the required changes to the Council's Finance Report.

# Agenda Item 6

**For Discussion and Decision.**



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<b>Meeting Date:</b>	<b>8 May 2024</b>
<b>Title:</b>	<b>Three Year Business Plan 2023/26 - Review</b>
<b>Submitted by:</b>	<b>Clerk and Responsible Financial Officer</b>

**1. Purpose of the Report.**

To provide members with the opportunity to review and update the Business Plan as attached as Appendix 1.

**2. Introduction:**

Members are reminded that they last approved the Business Plan at the Parish Council Meeting on 8 November 2023 and agreed to review it every six months.

Member will recall that to apply for a grant of over £10,000 from the Rural England Prosperity Fund, the Parish Council required a Three-Year Business Plan.

**3. Members are recommended to:**

Review the Business Plan as set out in Appendix 1 and comment as necessary.



Appendix 1

# Wiswell Parish Council

Three Year Business Plan

October 2023 to October 2026





## Version Control

Ver.	Author	Date	Revision/Changes	Approved by
0.1	Mike Hill. Parish Clerk	15/10/23	First Draft	
0.2	Mike Hill. Parish Clerk	22/10/23	Changes include comments received from Councillor Scholfield.	
1.0	Mike Hill. Parish Clerk	09/11/23	No changes from version 0.2	Members at Council Meeting 08/11/2023

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## 1. Vision.

Wiswell Parish Council aims to be a positive, efficient and reliable organisation and meet the needs of the parish through its:

- ⇒ Commitment to parishioners.
- ⇒ Awareness of the needs of all parishioners.
- ⇒ Active communications within and for the parish.

The Council seeks to promote and improve the quality of parish life by using the knowledge of groups and individuals within the parish and by making efficient and positive use of its income.

It will strive to be pro-active in the introduction of measures that will enable the community to thrive in a safe, friendly and comfortable environment, with special emphasis on community engagement.



## 2. About Wiswell Parish Council.

Wiswell Parish Council is the first tier of local government and as such is the closest to the community, with a key role to play in promoting the parish by representing its interests to other agencies such as Ribble Valley Borough Council (RVBC), Lancashire County Council (LCC) and Lancashire Constabulary.

Within its limited remit, the Council monitors and reports on planning matters, as well as monitoring and reporting on amenity and highway issues. It works to influence decision makers at Borough and County level and strives to improve the quality of parish life by providing a range of services to meet local need. These range from

providing grit bins, maintenance of the village defibrillator, village benches, verges and public rights of way and the upkeep of Coronation Gardens. In addition, the Council organises social events including Christmas carol singing, lunches, quiz nights, as well as Remembrance Sunday commemorations.

Parishioners elect 5 parish councillors every four years. The Council elects a Chair and a Vice-Chair annually in May. Councillors are unpaid and receive no allowance for their duties other than travel costs for duties beyond the parish.



### 2.1 Current Councillors:

				
Stephen Houghton <i>Chair</i>	Alan Scholfield <i>Vice Chair</i>	Oi Mei Wrightson	Judith Pursglove	Sarah Clemson

Details can be found on the Council's website:  
[www.wiswellpc.org.uk](http://www.wiswellpc.org.uk)

## 3. How the Parish Council operates.

The Parish Council performs its statutory duties by:

- ⇒ Meeting six times per year to deal with the business of the Council.
- ⇒ Operating within the Standing Orders of the Council.
- ⇒ Holding an Annual Meeting of the Parish Council at which the Chair and Vice-Chair for the coming year are elected.

All Council meetings are open to the public with a period set aside for members of the public to address the Council. The meetings take place in Pendleton Village Hall which has good access and adequate parking.

**Note:**

- ⇒ That the Council has its own Standing Orders and Financial Regulations, which lay down the rules by which it operates and conducts its business. Council's Standing Orders are based on a model prepared by the National Association of Local Councils (NALC).
- ⇒ All Parish Councillors are expected to adhere to the April 2021 Code of Conduct, issued by RVBC, which is based on the Model Code of Conduct developed by the Local Government Association (LGA).
- ⇒ The Council will facilitate the holding of an Annual Parish Meeting between 1 March and 31 May each year to review the activities of the previous year and give an opportunity for residents to raise issues of concern. If in attendance, the Chair of the Parish Council will preside over the meeting.
- ⇒ The Parish Council aims to promote the social and environmental wellbeing of the Parish and to contribute to a sustainable and inclusive community.



## 4. Business Plan Objectives and Activities:

### 4.1 Parish benefits and community engagement:

- ⇒ To provide a channel of communication for the views and expressions of the local community and to be responsive to its needs and aspirations.
- ⇒ To represent the parish of Wiswell and to improve the facilities, infrastructure and overall amenity for all parishioners.

This will be achieved by being a professional and competent Parish Council, which is open and accountable and ensures sound fiscal management of Parish Council resources.

Action	Measure
Ensure continuous communication and engagement with residents and village groups.	<ul style="list-style-type: none"> <li>● Councillors to be involved with existing village groups.</li> <li>● Look to hold advice surgeries and public meetings.</li> <li>● Issue a twice-yearly Parish newsletter and other newsletters, as necessary.</li> <li>● Introduce a Parish Facebook page.</li> <li>● Ensure the Council's website and noticeboard are up to date.</li> </ul>
Donations to parish organisations	Donations considered on request.
Ensure engagement with all age-groups within the village	Continue to engage with the 'Village Elders' and look to establish a similar group for young persons under 18.

### 4.2 Parish Council administration:

- ⇒ To ensure the ongoing administration of the Council and the facilitation of the Parish Council's activities.
- ⇒ Continue to seek and improve established channels of communication and find new ways of engaging and communicating with parishioners.

Action	Measure
Ensure functional Council meetings are in place and statutory obligations are met.	<ul style="list-style-type: none"> <li>● Hold six meetings per year including an Annual Meeting of the Parish Council.</li> <li>● Ensure Council agendas are posted on the Council's website and noticeboard at least three working days before the meeting</li> </ul>
Council transparency.	<ul style="list-style-type: none"> <li>● Public sessions are available at all meetings.</li> <li>● Ensure meeting minutes are available on the Council's website in a timely manner.</li> </ul>

Action	Measure
Ensure all actions from the Parish Council meeting are completed.	<ul style="list-style-type: none"> <li>• 'Action Sheet' issued after each meeting.</li> <li>• Actions reviewed at each Council meeting.</li> </ul>
Liaison with LCC and RVBC.	County and Borough Councillors to attend Council meetings, provide updates, and answer questions.
Liaison with Lancashire Constabulary.	<ul style="list-style-type: none"> <li>• Ensure the Council has updates from the PCSO.</li> <li>• The Council to function as a conduit between the parishioners and the PCSO.</li> </ul>

### 4.3 Parish Council development:

- ⇒ To provide all Councillors and the Parish Clerk with the knowledge to enable them to contribute to the advancement and improvement of the Council.
- ⇒ To ensure Councillors keep abreast of new opportunities and policies.
- ⇒ To improve Council activities by encouraging Councillors and the Parish Clerk to develop their skills through appropriate training.

Action	Measure
Ensure all Councillors, as a minimum, receive basic training.	<ul style="list-style-type: none"> <li>• All new councillors attend Councillor training provided by Lancashire Association of Local Councils (LALC).</li> <li>• Ensure all Councillors receive an individual training record, which will be provided to Councillors each year.</li> <li>• All Councillors involved in planning matters attend a planning training course provided by LALC.</li> <li>• All Councillors attend the Code of Conduct Training provided by RVBC.</li> </ul>
Maintain links with LALC to ensure the Council has the best advice.	<ul style="list-style-type: none"> <li>• Ensure the Council continues to be a member of LALC.</li> <li>• At least one Council representative attends the annual Parish and Town Council Conference.</li> </ul>
Ensure Councillors have the knowledge to enable them to contribute to the advancement and improvement of the Council	<ul style="list-style-type: none"> <li>• Provide all Councillors with information to ensure compliance with statutory instruments and financial regulations.</li> <li>• Provide the opportunity for Councillors to request individual training requirements as necessary.</li> </ul>

## 4.4 Financial planning and control:

- ⇒ To ensure the ongoing financial viability of the Council.
- ⇒ To ensure the Financial Budget is monitored on a regular basis and that any anomalies are highlighted to the Parish Council for action.
- ⇒ A financial report will be presented at each meeting of the Partish Council.

Action	Measure
Set and monitor annual budgets.	<ul style="list-style-type: none"> <li>● Budget to be set annually to inform precept requirement for the following year.</li> <li>● Annual precept form to be submitted to RVBC by the deadline.</li> <li>● Actual to Budget monitoring reports to be presented to each Council meeting.</li> </ul>
Ensure internal audit is procured by the Council	At its Annual Meeting of the Parish Council an internal auditor will be appointed for the following year.
Perform internal annual audit.	<ul style="list-style-type: none"> <li>● The Internal Auditor will provide an annual audit report detailing actions to be completed by the next internal audit.</li> <li>● Ensure all matters arising from the internal audit are actioned in a prompt and appropriate manner.</li> </ul>
Annual Governance and Accountability Return (AGAR).	Ensure AGAR is submitted in a timely manner and complies with all legal obligations and maintains transparency by making the documents publicly available.

## 4.5 Strategic planning/key projects:

The following activities/objectives are included in the Parish Council’s Three-Year Plan:

- ⇒ Ensure continued communication with LCC, RVBC and other agencies and groups to discuss areas for improvement regarding public rights of way, parking, road signage and road markings, road safety in general, planning and planning enforcement, road verge and hedgerow maintenance, weed control, edge maintenance of carriageways and cleaning of traffic signs.
- ⇒ Work with RVBC on the provision of public and dog waste bins.
- ⇒ Continue a rolling program of bench maintenance and confirmation of bench ownership with RVBC.
- ⇒ Improvement of communication and engagement with parishioners, by introducing social media streams such as Facebook and increasing the opportunities for villagers to meet up and consider the introduction of a ‘Welcome Pack’ for new residents.
- ⇒ Continue to address the concerns of noise, smell, lighting and out of hours operation, by residents living near the Freemasons public house.
- ⇒ Continue to address the need for CCTV in and around the village.

# Three-Year Business Plan

- ⇒ Continue with a programme of village improvements including a complete revamp of the area around Coronation Gardens, including the seating area, phone box and notice board.
- ⇒ Continue to assess the viability of converting old/unused buildings into a community centre/village hall.
- ⇒ Ensure that the Council’s Action Plan is updated on a regular basis and includes feedback from parishioners.
- ⇒ Ensure that the Council’s funds are spent on projects that have been identified as providing, improving, replacing, or maintaining infrastructure that supports the development of the Parish and parishioners.

Action	Measure
Ensure continuing engagement with RVBC and LCC	Councillor attendance at meetings arranged by RVBC and LCC and are reported at Parish Council meetings.
Ensure the Parish Council continues to respond to all planning applications as a statutory consultee.	<ul style="list-style-type: none"> <li>• The Council to nominate a Councillor who has responsibility to deal with the coordination of comments on planning applications.</li> <li>• The Parish Clerk, Chair and Vice Chair will continue to consult with RVBC on planning matters and planning enforcement.</li> </ul>
Ensure succession planning for the Chair, Vice Chair and Parish Clerk	<ul style="list-style-type: none"> <li>• Encourage ‘newer’ councillors to seek nomination as Vice Chair and ensure they lead meetings throughout the year.</li> <li>• Look to appoint a person to shadow the Parish Clerk.</li> </ul>
Review Action Plan	Standard Agenda Item at each Council meeting.
Review this Business Plan	To be reviewed every six months.

## 4.6 Committees and Groups:

Members of the Council will continue to represent the Parish at the:

- Parish Council Liaison Meeting (PCLM), including any Working Groups that have been constituted by the PCLM such as the Road Safety Working Group.
- Whalley Educational Foundation.
- Whalley, Wiswell and Barrow Joint Burial Committee.

Action	Measure
Ensure continued membership of the groups.	Membership of the groups to be reviewed at the Annual Meeting of the Parish Council.

## 5. Business Plan review

As some of the areas covered in the Business Plan are ongoing and will cover more than one financial year, the Parish Council will review the Business Plan on a 6-month basis in March and September each year, thereby ensuring that it is updated regularly and that any further actions identified during the period are included or, where appropriate, are signed off as having been completed.



The areas of activity will relate to the budget which is set in December of each year and finalised the following January. This budget will also include projected spend for regular items of expenditure.

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<b>Meeting Date:</b>	<b>8 May 2024</b>
<b>Title:</b>	<b>Authorisation of a Legal Deed</b>
<b>Submitted by:</b>	<b>Clerk and Responsible Financial Officer</b>

### 1. Purpose of the Report.

For members to approve the authorisation of a Legal Deed (see Appendix 1) regarding a grant provided by Ribble Valley Borough Council (RVBC).

### 2. Execution and Sealing of Legal Deeds.

RVBC have requested that a Grant Agreement (Appendix 1) between themselves and the Parish Council, relating to the £13,536 allocated to the Parish Council from the Rural England Prosperity Fund (for improving the area in and around Coronation Garden) is required to be Executed using the Parish Council's Corporate Common Seal. The Clerk has informed RVBC that the Parish Council does not have a Common Seal and is governed by Standing Orders.

Members may be aware that the Council's Standing Orders Section 23a state that '*A legal deed shall not be executed on behalf of the Parish Council unless authorised by a resolution*'.

**Note:** The Parish Council re-adopted the current Standing Orders at the Parish Council Meeting held on 06/03/2024.

### 3. Members are Recommended:

1. To agree that the Legal Deed as shown in Appendix 1, regarding a grant provided by RVBC from the Rural England Prosperity fund, can be executed by the Parish Council.
2. Confirm, as set out in the Council's Standing Orders, that any two parish councillors can sign on behalf of the Council any deed required by law.
3. Nominate the two parish councillors who will sign the necessary documents regarding the grant provided by RVBC from the Rural England Prosperity Fund.

# Appendix 1

**DATED**

**2024**

## **GRANT AGREEMENT**

between

**RIBBLE VALLEY BOROUGH COUNCIL**

and

**Wiswell Parish Council**

-----  
for the delivery of  
**RURAL ENGLAND PROSPERITY FUND**  
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**Funded by  
UK Government**



Ribble Valley  
Borough Council  
[www.ribblevalley.gov.uk](http://www.ribblevalley.gov.uk)

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THIS DEED is dated .....

2024

## **PARTIES**

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** whose principal address is at Council Offices, Church Walk, Clitheroe, Lancashire BB7 2RA (**Funder**); and
- (2) **Wiswell Parish Council** whose principal address at 14 Longridge Road, Chipping, Preston, PR3 2QD (**Recipient**).

each a **party** together **the parties**

## **BACKGROUND**

- A. The Rural England Prosperity Fund (REPF) was launched on the 3 September 2022. The REPF will provide £2.6bn across the UK for local capital investment by March 2025. The UKSPF aims to improve productivity and strengthen the rural economy and rural communities.
- B. Ribble Valley Borough Council is the Lead Local Authority for the REPF.
- C. Funds provided under the REPF are provided pursuant to section 50 of The United Kingdom Internal Market Act 2020.
- D. This Funding Agreement (FA) covers the funding commitments from Ribble Valley Borough Council, and in response to those set out by the Secretary of State, on the delivery, financial expenditure, agreed milestones, reporting and evaluation, communications and branding expectations between the Parties.
- E. The Secretary of State has published guidance on the delivery of the REPF. Referred to in this document as the [REPF Additional Information](#) References to the REPF Additional Information includes any updates that may be published from time to time. Ribble Valley Borough Council will notify the Recipient of any changes to the Additional Information and, if necessary, provide guidance on how changes are to be managed as required.
- F. The Grant from the REPF has been approved by the Funder through the Assurance Process to assist the Recipient in carrying out the Project.
- G. This Funding Agreement sets out the terms and conditions on which the Grant is to be made by the Funder to the Recipient and is intended to ensure that the Grant is used for the purpose for which it is awarded.
- H. The Funder and Recipient enter into this Funding Agreement in good faith.

## AGREED TERMS

### 1 DEFINITIONS AND INTERPRETATION

1.1 In this Funding Agreement the following terms shall have the following meanings:

**Applicable Laws:** any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body, including United Kingdom Subsidy Control Rules and the Data Protection Legislation.

**Audit Declaration** means a signed declaration by the Recipient verifying spend on the Project in the following terms:

- (a) **for quarterly audit declarations** in the following terms: *“I certify that the information provided on this form is accurate to the best of my knowledge and satisfies the conditions under our Funding Agreement with Ribble Valley Borough Council as at the date this report was signed. I apply for payment toward the expenditure detailed above.”* – signed by the Recipient Project Lead Officer; and
- (b) **for annual and final audit declarations** in the following terms: *“To the best of our knowledge and belief, and having carried out appropriate investigations and checks, in our opinion, in all significant respects, the expenditure incurred by [name of the Recipient] complies with the terms and conditions of the Grant Agreement dated [dd/mm/yy]”* – signed by a member of the Governing Body with the appropriate delegated authority to make this declaration.

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the Act.

**CDM Regulations:** the Construction (Design and Management) Regulations 2015 S.I No. 2015/51 together with any guidance or codes of practice issued by the relevant government department concerning the Regulations.

**Commencement Date:** the date of this agreement

**Contracting Authority:** All bodes defined as such under the Procurement Regulations.

**Data Protection Legislation:** any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6), the Data Protection Act 2018 and the Regulation (EU) 2016/679 as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the European Union (Withdrawal) Act 2018 (each as amended); and any code of practice or guidance published by a competent Data Protection Supervisory Authority or the European Data Protection Board from time to time.

**DLUHC** means the Department of Levelling Up, Housing and Communities, , or any successor department of government.

**Duplicate Funding** means funding provided by a Third Party to the Recipient, which is for the same purpose for which the Grant was made but has not been declared to the Funder.

**Eligible Expenditure:** costs which the Funder is satisfied to have been reasonably and properly incurred and paid by the Recipient in completing the Project as described in Schedule 1 and which satisfy the requirements set out in Schedule 2, Part 1.

**Eligibility Rules** means the rules governing eligibility of expenditure for payment of UK Shared Prosperity Fund contained in the UK Governments Technical Documents on the .gov.uk website and in line with [UK Shared Prosperity Fund: additional information - GOV.UK \(www.gov.uk\)](#)

**Equality Impact Assessment** - the process undertaken by the Recipient to ensure the delivery of the Project will positively benefit diverse communities including underrepresented groups, with clear actions identified to ensure proactive engagement, meaningful considerations and support is provided.

**Evaluation Guidance** means the UK Government's Monitoring and Evaluation Guidance as set out in the [UKSPF Additional Information](#).

**Event of Default:** one of those events listed at Clause 7.1 a) to j) inclusive.

**Funding Agreement:** means the terms and conditions of this agreement.

**Governing Body:** the governing body or executive board of the Recipient including any officer or member of the Recipient with delegated authority to bind the Recipient.

**Grant:** the grant of up to £199,150 (One hundred ninety-nine thousand one hundred fifty Pounds) the maximum amount of grant payable by the Funder to the Recipient in respect of the Project and includes any part of such grant.

**Grant Claim:** means the payment request form submitted by the Recipient to the Funder for payment of the Grant payments;

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on **31<sup>st</sup> March 2025**.

**Ineligible Expenditure:** money spent or costs or liabilities incurred in connection with:

- (a) payments to members of the Recipient's Governing Body;
- (b) commitments of the Recipient entered into before the Commencement Date;
- (c) project costs in excess of the agreed budget as set out in Schedule 1;
- (d) any changes to the scope of the Project made without the consent of the Funder;
- (e) any maintenance liabilities, operating costs or other whole life costs of the Project;
- (f) costs associated with the preparation of the bid for the Grant;
- (g) legal and other advisor fees and expenses relating to the consideration, negotiation and completion of this Agreement;
- (h) matters reimbursed or to be reimbursed by other public or private sector grants;

- (i) contributions in kind;
- (j) contingent sums;
- (k) loan and current account interest payments or any other financial charges including bank charges;
- (l) statutory fines, criminal fines or penalties;
- (m) valuation fees;
- (n) VAT (recoverable);
- (o) Any statutory training that employers must provide under health and safety legislation;
- (p) Gifts, or payments for gifts or donations;
- (q) Costs incurred by individuals in setting up and contributing towards private pension schemes;
- (r) costs incurred in breach of this Funding Agreement (whether or not the Funder has taken any action in relation to such breach)

unless such costs have been approved by the Funder.

**Intellectual Property Rights:** means any or all of the following: patents, trade marks, service marks, drawings, designs, registered designs, utility models, design right, copyright (including copyright in computer software), database right, inventions, trade secrets and other confidential information, technical information, Know-How, business or trade names, rights to prevent passing off, and all other intellectual property rights and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including all applications, renewals and extensions and the right to apply for any of the foregoing rights;

**Know-How:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**Lead Authority:** means Ribble Valley Borough Council.

**Local Investment Plan** (<https://www.ribblevalley.gov.uk/council/uk-shared-prosperity-fund/2>) means the main plan submitted to and approved by Government which sets out the aims and objectives, including deliverables and budgets for the use of the Core REPF funding in Ribble Valley.

**Match Funding** means any contribution to the Project, whether identified in **Schedule 1** or not, made by the Recipient to meet the balance of Eligible Expenditure not supported by the Grant or funding to meet the balance of the Eligible Expenditure not supported by the Grant;

**Milestone:** each stage in the delivery of the Project agreed by the parties and set out in Schedule 1;

**Milestone Date:** the date agreed by the Funder by which the relevant Milestone must have

been achieved as set out in Schedule 1 or such revised date as approved by the Funder.

**Non-Contracting Authorities:** Any organisations who does not fall within the definition of Contracting Authority.

**Prohibited Act:** means:

- (a) offering, giving or agreeing to give the Funder or Third Party any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Funding Agreement or any other contract with the Funder; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Funding Agreement or any other contract with the Funder or any Third Party;
- (b) entering into this Funding Agreement or any other contract with the Funder or any Third Party where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;
- (c) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to this Funding Agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

**Project:** the project activities and interventions as set out in the table contained at Schedule 1.

**Project Completion:** practical completion of the whole Project to the satisfaction of the Funder as evidenced by the submission of the final report and other relevant evidence required by the Funder.

**Project Outputs and Outcomes:** the project outputs set out in Schedule 1 (Project) – to be evidenced in line with the Funders REPF Outputs and Outcomes Indicator Guidance.

**Prospectus** means the UK Shared Prosperity Fund: prospectus [UK Shared Prosperity Fund: prospectus - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/684447/UK_Shared_Prosperty_Fund_prospectus.pdf).

**Procurement Regulations** means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, together with their amendments, updates and replacements from time to time.

**Public Sector Equality Duty:** is the duty placed on public authorities to eliminate discrimination, advance equality of opportunities and foster good relations between people.



**Remedial Action Plan** means the plan of action submitted by the Recipient to the Funder following an Event of Default pursuant to the process set out in paragraph 8.2.

**REPF** means Rural England Prosperity Fund

**REPF Additional Information:** means the Rural England Prosperity Fund Prospectus <https://www.gov.uk/government/publications/rural-england-prosperity-fund-prospectus/rural-england-prosperity-fund-prospectus>

**Socio- Economic Duty** is the requirement for public bodies to adopt transparent and effective measures to address the inequalities that result from differences in occupation, education, place of residence or social class.

**Subsidy:** takes the meaning set out in the United Kingdom Subsidy Control Rules.

**Third Party:** means any person or organisation other than the Recipient, the Funder or the Secretary of State;

**Trade and Cooperation Agreement:** the international treaty between the United Kingdom and European Union signed on 30 December 2020 governing the free trade relationship between the United Kingdom and European Union, economic, social and environmental co-operation in areas of mutual interest, citizens' security and the governance framework with effect from 1 January 2021.

**United Kingdom Subsidy Control Rules:** any Applicable Law that:

- (a) is in force and/or in effect and/or applies (in England) on or after 1 January 2021; and
- (b) regulates the granting of any Subsidy including Chapter 3 of Title XI of Heading One of Part Two of the Trade and Cooperation Agreement and/or section 2(1) of the Subsidy Control Act 2022

including any amendments to any of them from time to time.

**UKSPF:** means the UK Shared Prosperity Fund means the UK Government fund as described in the Prospectus.

**UKSPF Additional Information:** means the technical guidance set out by the Government for the use of UK Shared Prosperity Fund [UK Shared Prosperity Fund: additional information - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/uk-shared-prosperity-fund-additional-information)

**Unlawful Subsidy:** any Subsidy which has been granted contrary to the requirements of any of the United Kingdom Subsidy Control Rules.

**VAT:** means value added tax chargeable in the UK;

**Working Day:** means in England and Wales, any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday and in Scotland, any day from Monday to Friday (inclusive) which is not a statutory bank holiday in Scotland.

- 1.2 Any reference in this Funding Agreement to approval of the Funder shall mean to the formal approval of the Ribble Valley Borough Council Policy and Finance Committee or officer of Ribble Valley Borough Council to which the authority to make decisions has been delegated.

## **2 PURPOSE OF GRANT**

- 2.1 The Recipient shall use the Grant only for the Project and in accordance with the terms and conditions set out in this Funding Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 Where the Recipient intends to apply to a Third Party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding.
- 2.3 The Recipient agrees and accepts that if it obtains Duplicate Funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Funding Agreement it shall not claim those funds from the Funder.

## **3 PAYMENT OF GRANT**

- 3.1 The obligation on the Funder to pay the Grant or any part of the Grant to the Recipient shall be conditional (on each occasion) upon:
  - (a) defrayal of Eligible Expenditure as evidenced to the reasonable satisfaction of the Funder; and
  - (b) completion and submission of a Grant Claim in accordance with this Funding Agreement.
- 3.2 Subject to the terms of this Funding Agreement, the Funder shall pay the Grant to the Recipient within 28 (twenty eight) calendar days of receipt of valid claims from the Recipient in accordance with Clause 4 (Grant Claims) providing that the Funder has received such funds from the Secretary of State.
- 3.3 The Recipient shall within 14 (fourteen) calendar days repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant and set out at Clause 0 have been complied with by the Recipient.
- 3.4 The Funder shall be under no obligation to pay the Recipient for any claim to pay more than the maximum amount of the Grant in aggregate or the individual amounts for the corresponding milestones set out in Schedule 1.
- 3.5 The Recipient acknowledges and agrees that the Funder's obligation to provide the Grant is subject to the Funder receiving any approvals the Funder may require (whether internally or from central government) and on central government making funds available to the Funder for the Grant. The Funder will not be in breach of its obligations under this Funding Agreement if it is unable to provide the Grant should any such approval and/or funding not be forthcoming.

## **4 GRANT CLAIMS**

- 4.1 The Recipient must claim only Eligible Expenditure in relation to the Project in line with the Eligibility Rules, but subject (for the avoidance of doubt) to Clause 0.
- 4.2 The Recipient shall submit Grant Claims to the Funder in accordance with the instructions for submitting Grant Claims at Part 2 of the Schedule 2.

- 4.3 Each Grant Claim is to be submitted using the Funder's paperwork to be provided following the execution of the Funding Agreement. Each Grant Claim shall include accounting documents of verifiable value in such format and detail as may be acceptable to the Funder relating to the amount claimed in such Grant Claim which may include (but is not limited to) receipts and invoices or other documentary evidence as may be specified by the Funder.
- 4.4 For the avoidance of doubt, the aggregate amount claimed by the Recipient shall not exceed the amount of the Grant.
- 4.5 The Recipient is not entitled to and shall not claim the Grant to meet any Ineligible Expenditure.
- 4.6 The Recipient must notify the Funder promptly if at any time it becomes aware that it is unable to make a Grant Claim in accordance with this Funding Agreement.
- 4.7 Anticipated Match Funding is summarised in Schedule 1. If the Recipient intends to apply for, is offered or receives any further Match Funding during the Grant Period, the Recipient shall notify the Funder before the Recipient accept or uses any such Match Funding. On notifying the Funder of the Match Funding the Recipient shall confirm the amount, purpose and source of the further Match Funding and the Funder shall confirm whether he is agreeable to the Recipient accepting the Match Funding. If the Funder does not agree to the use of Match Funding the Funder shall be entitled to terminate the Funding Agreement in accordance with Clause 7.5 and where applicable, require all or part of the Grant to be repaid
- 4.8 Where the use of Match Funding is permitted the Recipient shall set this out in the Grant Claim. This is so the Funder knows the total funding the Recipient has received for the Project as defined in Schedule 1.
- 4.9 The Funder reserves the right not to pay any Grant Claims which are not submitted by the date set out in Schedule 2, Part 2 or Grant Claims which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.10 The Recipient shall promptly notify and repay immediately to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Recipient is paid in error before it has complied with its obligations under the Funding Agreement. Any sum, which falls due under this Clause 4 shall fall due immediately. If the Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.
- 4.11 The Recipient will be responsible for paying the funding to any relevant sub-contractors to the Project and/or are partners of the project as set out in the project – Schedule 1. The Funder has no responsibility for paying any Third-Party invoices or payment demands.
- 4.12 Onward payment of the Grant through the funding payment to sub-contractors/partners shall not relieve the Recipient of any of its obligations under the Funding Agreement, including any obligation to repay the Grant.

## **5 USE OF GRANT**

- 5.1 If the Recipient has obtained funding from a Third Party in relation to the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be notified to the Funder with immediate effect to be considered in line with Clause 7.

- 5.2 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to work on the Project must be managed and paid for by the Recipient using the Grant (if this head of expenditure has been included within the Grant) or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

## **6 CHANGES TO THE SECRETARY OF STATE AND OR THE FUNDER'S REQUIREMENTS**

- 6.1 The Secretary of State may notify the Funder of changes in relation to the delivery of its Local Investment Plan supported by the Grant. In this case the Funder will within 5 Working Days notify the Recipient of these changes as required.
- 6.2 The Recipient will accommodate any changes to the Secretary of State and/or the Funder's needs and requirements under these Conditions.

## **7 WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

- 7.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion (subject to Clause 7.5) withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant (as is proportionate to the amount of Grant and the Event of Default) until the final date for completion of Project Outputs set out in Schedule 1 (if later) in the following circumstances:
- a. the Secretary of State for DLUHC withholds or reduces REPF funding to the Funder, and it is fair and equitable in the circumstances for a proportionate reduction to be made from the Grant.
  - b. the Project costs are lower than the budget as set out within Schedule 1 resulting in a saving;
  - c. the Recipient has breached any of the terms, condition or obligations set out in this Funding Agreement and that breach causes the Funder to be in breach of any agreement it has entered into with DHLUC of the Grant resulting in clawback of funds from the Funder by DHLUC;
  - d. the Recipient varies the scope of the Project without the consent of the Funder;
  - e. the Recipient does not deliver:
    - (i) any or all of the Milestones set out in Schedule 1 on or before the Milestone Dates set out therein; or
    - (ii) completion of the Project Outputs and Outcomes set out in Schedule 1 on or before the dates set out therein; or
    - (iii) Project Completion on 31 March 2025; or
    - (iv) at any time the progression of the Project is significantly behind the Recipient's programme for the Project so as to cause the Funder (acting reasonably) to conclude that it is not reasonably practicable for the Recipient to achieve Project Completion by 31 March 2025;
  - f. the Recipient obtains Duplicate Funding from a Third Party for the Project;
  - g. the Recipient obtains funding from a Third Party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;

- h. the Recipient provides the Funder with any materially misleading or inaccurate information;
- i. any member of the Governing Body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute; and/or
- j. any use by the Recipient of the Grant or part therefore is held to be a breach of any relevant Applicable Law.

7.2 The Funder may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Funding Agreement.

7.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

7.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective development and delivery of the Project or compliance with this Funding Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

7.5 If at any time the Funder (acting reasonably):

- a. (without prejudice to the generality of Clause 7.1(e)) has reason to believe that the Recipient without reasonable cause has suspended progression of the Project or is devoting insufficient resource and/or attention to the progression of the Project as to be using reasonable endeavours to achieve completion of the Project by 31 March 2025; or
- b. considers that the Recipient has committed an Event of Default

the Funder shall serve notice in writing upon the Recipient stating that either the circumstances set out in Clause 7.5 (a) apply or specifying the Event of Default (as applicable). If the Event of Default is capable of being remedied the Funder shall give the Recipient an opportunity to remedy the relevant Event of Default within such period as the Funder may determine. Upon receipt of such notice the Recipient shall provide such evidence as the Funder may reasonably request to demonstrate that (i) (if (7.5a) applies) there is a reasonable prospect that the Project will be completed within the Grant Period, (ii) the Recipient has not committed an Event of Default or (iii) that the Event of Default does not have a material impact on the delivery of the Project (including Project Outputs and Outcomes) or on the ability of the Recipient to perform its duties under this Funding Agreement (as applicable).

7.6 The Funder shall act reasonably in considering representations made and evidence provided in accordance with Clause 0 and where it is satisfied or ought to be satisfied by the representations made shall by further notice in writing to the Recipient withdraw the notice delivered under Clause 7.5.

7.7 The Funder shall be entitled to exercise its rights under Clause 7.5 on more than one

occasion and notwithstanding that on a previous occasion a notice delivered under Clause 7.5 has been withdrawn. Any such subsequent application of Clause 7.5 shall also require the Funder to comply with the provisions of Clause 0.

7.8 Where:

- a. the Funder determines that Clause 7.5(a) applies;
- b. Clause 7.5 (b) applies but the relevant Event of Default is not capable of remedy;
- c. the Recipient has failed to demonstrate the requirements made of it by the Funder under Clause 7.5 (as applicable); or
- d. for any other reasons powers to be exercised by the Recipient to enable Project Completion (or any of such powers) cease to be capable of valid exercise

then in such circumstances the Funder (acting reasonably) may serve notice upon the Recipient requiring repayment by the Funder of all or part of the Grant (as is proportionate to the amount of Grant and the Event of Default).

7.9 Upon service of a notice pursuant to Clause 7.8 the Recipient shall thereupon become liable to make repayment of the Grant or part of the Grant within 90 calendar days of the date of service of the notice or such other period as may be agreed between the Parties. Interest shall be payable upon any part of the Grant that is not repaid by the Recipient to the Funder by the due date at a rate of 4% above the Bank of England base rate being compounded with quarterly rests the first period commencing on the date such amount fell overdue.

## **8 GRANT REVIEW**

8.1 The Funder will review the Grant during the delivery of the Project as set out in Schedule 1 and at the conclusion of a Project. The Funder will take into account the Recipient's delivery of the Project against the agreed outputs and outcomes set out in Schedule 1.

8.2 Each review may result in the Funder deciding that (an example and non-exhaustive list):

- a. The Project Outputs and/or Outcomes and the Funding Agreement should continue in line with existing plans;
- b. there should be an increase or decrease in the Grant;
- c. the outputs and/or outcomes should be re-defined and agreed;
- d. the Recipient should provide the Funder with a draft Remedial Action Plan setting out the steps the Recipient will take to improve delivery of the Project Outputs and Outcomes;
- e. the Grant be terminated in accordance with Clause 7.5 of these Conditions.

8.3 If the Recipient is required to submit a draft Remedial Action Plan in accordance with Clause 8.2(d), the Remedial Action Plan process set out in this Clause 8.3 shall apply. Each Remedial Action Plan is to be submitted using the Funder's paperwork to be provided following the execution of the Funding Agreement. The Recipient may make representations to the Funder on its own behalf and on behalf of a sub-contractor/partner regarding the Funder's decision made in accordance with Clause 8.2(d). The Funder is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Funder's absolute discretion.

## **9 DEVELOPMENT, DELIVERY AND MAINTENANCE OF THE PROJECT**

9.1 The Recipient shall deliver the Project in accordance with this Funding Agreement and shall:

- (a) comply with the terms and conditions set out in this Funding Agreement;
- (b) comply with the responsibilities placed upon the Recipient pursuant to the REPF Fund requirements;
- (c) not make any significant change to the scope of the Project without the Funder's prior written approval;
- (d) pay any costs of the Project which are not payable from the Grant;
- (e) ensure that its obligations under this Funding Agreement shall be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Funder to expect in all circumstances;
- (f) ensure that any goods or works supplied or procured by the Recipient forming part of the Project will be of good and suitable quality and that all services will be provided with due skill and care;
- (g) acknowledge that the Funder will be relying upon the Recipient's skill, expertise and experience in the performance of the Project and also upon the accuracy of all representations or statements made and the advice given by the Recipient in connection with the performance of the Project and the accuracy of any documents conceived, originated, made or developed by the Recipient as part of this Funding Agreement; and
- (h) meet all maintenance and operating costs and liabilities or other whole life costs associated with the Project, from completion, for the life of the Project deliverables.

9.2 The Funder agrees, and the Recipient accepts, that the Recipient:

- (a) is a "client" as defined by the CDM Regulations for any capital works where applicable, and the Recipient warrants that it will make suitable arrangements for managing the Project and maintaining and reviewing these arrangements throughout, so the Project is carried out in a way that manages health and safety risks in accordance with Applicable Law relating to health and safety;
- (b) will act as the only client under the CDM Regulations in respect of the Project; and
- (c) shall comply fully with all the duties of the client under the CDM Regulations.

## **10 ACCOUNTS AND RECORDS**

- 10.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant in the supporting notes.
- 10.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it, including any documentation relating to its procurement of goods and/or services. The Grant shall be shown in the Recipient's accounts as capital/revenue grant spent or capital/revenue grant allocated.
- 10.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review the Recipient's accounts and records that relate to the expenditure of the Grant and shall

have the right to take copies of such accounts and records. As part of the claims and audit process sample checks will be undertaken by the Funder to comply with assurance to be demonstrated to the Government as part of its funding obligations.

- 10/4 The Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 10.5 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

## **11 MONITORING AND REPORTING**

- 11.1 The Recipient shall closely monitor the development, delivery and success of the Project throughout the Grant Period to ensure that the progress of the Project is in accordance with this Funding Agreement and the Milestones; the Project Outputs and Outcomes are being achieved and that this Funding Agreement is being adhered to.
- 11.2 The Recipient shall implement appropriate monitoring and evaluation arrangements and provide the Funder with such monitoring data to sufficiently evaluate progress against the Project Outputs and Outcomes set out at Schedule 1 (the Project).
- 11.3 The Recipient shall allow the Funder when requested to inspect, audit and take copies of all reports, books, accounting records and vouchers relating to the Project which the Funder considers relevant and at any date up to and until Project Completion allow the Funder and to inspect the Project site as required.
- 11.4 In carrying out monitoring and reporting of the Project the Recipient shall follow the assurance process set out below. This may include (as applicable) but will not be limited to:
- (a) providing a quarterly monitoring claim on the development and delivery of the Project, this will include for example current and planned progress, but not limited to spend profiles and forecasts, key tasks, risks and issues, deliverables and evaluation;
  - (b) when making its final Grant Claim the Recipient shall provide the Funder with a Final Project Closure Report, on the form, to be provided by the Funder and in light of any final reporting requirements which may be set out by the Government.
  - (c) the requirement to provide an audit declaration verifying spend on the Project with each claim and at Project Completion.

The Recipient shall establish appropriate governance arrangements for running and being accountable for the delivery of the Project. The Funder shall be entitled to attend the Project Board.

- 11.5 The Recipient shall on request attend meetings with the Funder (at such time and location as is agreed between the parties) and shall provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that any Grant claim is in accordance with this Funding Agreement.
- 11.6 The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Funding



Agreement and to monitor the Project and shall, if so required, provide appropriate oral or written explanations to the Funder.

## **12 PROJECT EVALUATION**

- 12.1 The Recipient shall monitor and evaluate the project as set out in: [UK Shared Prosperity Fund: reporting, monitoring and performance management \(3\) - GOV.UK \(www.gov.uk\)](#)
- 12.2 The Recipient shall support evaluation through capturing and providing relevant data and engaging with place and intervention level evaluations as stated within the UK Shared Prosperity Fund: evaluation (4) - GOV.UK ([www.gov.uk](#))
- 12.3 This will include but is not exclusive to the following main evaluation requirements:
- (a) continuous monitoring and evaluation of progress in accordance with the UKSPF Evaluation Strategy [UKSPF: evaluation strategy - GOV.UK \(www.gov.uk\)](#)
  - (b) engaging with the Funder's and/or the Secretary of State's evaluation partners to collect and provide additional quantitative data as required to support, where relevant, intervention and place-specific evaluations.
  - (c) evaluate the project in accordance with the Funder's evaluation framework (appended); and
  - (d) will ensure the Secretary of State and the Funder are permitted to use the output of such evaluation:
    - i. as part of the evaluation of the UKSPF/ REPF; and
    - ii. for publicity purposes in accordance with Clause 13
  - (e) the Recipient shall provide the Funder with a copy of the final monitoring report in the Grant Claim which shall include a copy of the project evaluation for the Project in accordance with the Evaluation Guidance. The Recipient shall retain a copy of the final report including the project evaluation for the Project for a period of 6 years from the date of submission of the final report;

## **13 BRANDING AND COMMUNICATION**

- 13.1 The Recipient must adhere to the Government's guidance on the Branding and Communication associated with UKSPF projects [UK Shared Prosperity Fund: branding and publicity \(6\) - GOV.UK \(www.gov.uk\)](#)
- 13.2 The Recipient agrees to adhere to the guidance and any updates which are subsequently released by the Secretary of State or DHLUC on communications linked to REPF or wider Levelling Up Funding.
- 13.3 The Recipient will support the Funder, as Lead Authority, to publish information regarding the delivery of the REPF in Ribble Valley as required.
- 13.4 The Recipient gives consent to the Funder to publicise in the press or any other medium

the Grant and details of the Project Outputs and Outcomes using any information gathered from the Recipient's application for funding from the REPF or any monitoring reports and or project evaluation reports submitted to the Funder in accordance with Clause 11 of this Funding Agreement.

- 13.5 The Recipient shall comply with the Funder's reasonable requests to facilitate visits including opportunities for Ministerial Visits, provide reports, statistics, photographs and case studies that will assist the Recipient and/or the Secretary of State and/or the Funder in its promotional activities relating to the Project Outputs and Outcomes.
- 13.6 The Recipient shall not publish any material referring to the Project without prior discussion with and consent of the Funder (consent not to be unreasonably withheld or delayed). The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements shall include the Funder's name and logo using the templates provided by the Funder from time to time.
- 13.7 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 13.8 The Parties agrees to participate in and co-operate with reasonable promotional activities relating to the Project that may be instigated and/or organised by either Party.

#### **14 EQUALITY IMPACT ASSESSMENTS**

- 14.1 The Recipient shall undertake and provide an Equality Impact Assessment within two months of the signing of this agreement.
- 14.2 The Recipient shall commit to develop an action plan following the assessment to outline how the delivery of the Project will positively benefit diverse communities including underrepresented groups, with clear actions identified to ensure proactive engagement, meaningful considerations and support is provided.
- 14.3 Equality, diversity and inclusion indicators and demographic characteristics shall be required as part of the monitoring, and from time to time, as set out by DHLUC.

#### **15 INTELLECTUAL PROPERTY RIGHTS**

- 15.1 The Funder and the Recipient agree that all rights, title and interest in Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 15.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

#### **16 CONFIDENTIALITY**

- 16.1 Subject to Clause 17 (Freedom of Information), each party shall during the term of this Funding Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Funding Agreement and shall not disclose the same to any person save

to the extent necessary to perform its obligations in accordance with the terms of this Funding Agreement or save as expressly authorised in writing by the other party.

- 16.2 The obligation of confidentiality contained in this Clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) is required to be disclosed by Applicable Law (including, subject to Clause 17, where disclosure is required in accordance with the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs);
  - (b) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Funding Agreement by the receiving party;
  - (c) it is reasonably necessary for either party to disclose to those of its employees, representatives, advisers, agents, consultants and sub-contractors as may be reasonably necessary or desirable in order to implement the provisions of this Funding Agreement, provided that before any such disclosure the receiving party shall make those employees, representatives, advisers, agents, consultants and sub-contractors aware of its obligations of confidentiality under this Funding Agreement and shall at all times procure compliance by those employees, representatives, advisers, agents, consultants and sub-contractors with them;
  - (d) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence;
  - (e) is at any time after the date of this Funding Agreement acquired by the receiving party from a Third Party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party; or
  - (f) is disclosable in the course of any court proceedings.

## **17 FREEDOM OF INFORMATION**

- 17.1 It is acknowledged that both the Funder and Recipient are subject to the requirements of the FOIA and the EIRs.
- 17.2 Both the Recipient and Funder shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the other to enable the other to comply with its obligations under the FOIA and EIRs;
  - (b) transfer to the other all requests for information relating to this Funding Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
  - (c) provide the other with a copy of all information belonging to the other requested in the request for information which is in its possession or control in the form that the other requires within five (5) Working Days (or such other period as the other may reasonably specify) of the other's request for such information; and
  - (d) not respond directly to a request for information unless authorised in writing to do so

by the other.

- 17.3 It is acknowledged that either party may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the other. The other shall take reasonable steps to notify the other of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Funding Agreement) the other shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

## **18 DATA PROTECTION**

- 18.1 Both parties shall (and shall procure that any of its staff involved in connection with the activities under the Funding Agreement shall) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Agreement.

## **19 LIMITATION OF LIABILITY**

- 19.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Funding Agreement or its obligations to third parties.
- 19.2 Subject to Clause 0, the Funder's liability under this Funding Agreement is limited to the payment of the Grant which has been validly claimed in accordance with the terms of this Funding Agreement.

## **20 WARRANTIES**

- 20.1 The Recipient warrants, undertakes and agrees that:
- (a) it has all necessary resources and expertise to develop and deliver the Project (assuming due receipt of the Grant and any Third Party funding which is required to develop and deliver the Project);
  - (b) it has not committed, nor shall it commit, any Prohibited Act;
  - (c) it shall at all times comply with all Applicable Law and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such Applicable Law, codes or recommendations;
  - (d) it shall comply with the United Kingdom Subsidy Control Rules and the Contract Procedure Rules (as defined in Clause 0 below);
  - (e) it shall ensure that all design, construction and safety standards are adhered to;
  - (f) for the purposes of the CDM Regulations, the Recipient is the CDM client for any works associated with the Project;

- (g) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other Acts, Orders, Regulations and Codes of Practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (h) it has obtained or will obtain all statutory consents and planning permissions and consents required for the Project;
- (i) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (j) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (k) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (l) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant; and
- (m) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Funding Agreement.

20.2 Where any of the warranties, undertakings and representations in this Clause 20 or otherwise in this Funding Agreement are given in respect of a state of affairs they shall be deemed given at the date of this Funding Agreement and will be deemed to be repeated by the Recipient when each claim for an instalment of funding is submitted pursuant to Clause 4 (Grant Claims) as if made with reference to the facts and circumstances existing at such date.

## 21 PROCUREMENT AND SUBSIDY CONTROL

21.1 Where the Recipient is a Contracting Authority it agrees that any services, supplies or works required in connection with the delivery of the Project shall be procured in compliance with the Procurement Regulations and the Recipient's own internal contract procedure rules and standing orders (together known as the "Contract Procedure Rules").

21.2 Where the Recipient is a Non-contracting authority, it agrees that any services, supplies or works required in connection with the delivery of the Project shall be procured in compliance with the following minimum procedure ("Minimum Procedure"), as set by the Lead Local Authority:

<b>Value of Contract</b>	<b>Minimum procedure</b>
Not exceeding £10,000	Direct Award
More than £10,000 but not exceeding £100,000	3 written quotes or prices sought from relevant suppliers of goods, works and/or services
In excess of £100,000	Formal tender process

21.3 The procurement of services, supplies or works shall be based on value for money and the Recipient shall:

- (a) where the Contract Procedure Rules or the Minimum Procedure require, use all reasonable endeavours to obtain not less than three quotes from potential suppliers

or contractors;

- (b) where the Contract Procedure Rules or Minimum Procedure require, select a supplier or contractor on the basis of overall value for money and suitable skill and experience;
- (c) use a fair and documented decision-making process in selecting suppliers or contractors and taking into account of the need for public sector accountability and probity.

- 21.4 The Recipient agrees to ensure that the use of the Grant complies with the United Kingdom Subsidy Control Rules and at the request of the Funder shall provide written evidence that there is no Unlawful Subsidy (and following provision of such evidence, any further supporting evidence that the Funder may reasonably require to satisfy itself that there is no Unlawful Subsidy).
- 21.5 If the provision of Grant or any other relevant public sector subsidy constitutes an Unlawful Subsidy then the Funder shall, to the extent available or permitted under the Applicable Laws, be entitled to recover from the Recipient the amount of such Unlawful Subsidy together with such interest as it is required by any Applicable Laws to recover. The Recipient shall repay such amounts to the Funder within the timescales required by the Applicable Laws.
- 21.6 The Funder may, at its sole discretion, vary the requirements relating to the rules governing the grant of a Subsidy in line with any changes to Applicable Laws from time to time.

## **22 INSURANCE**

- 22.1 The Recipient shall effect and maintain or shall procure that any external advisors and/or contractors appointed to develop or deliver of the Project on behalf of the Recipient effects and maintains with a reputable insurance company a policy or policies sufficient to cover all liabilities which may be incurred by the Recipient or its advisors or contractors, arising out of the Recipient's performance of this Funding Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 22.2 The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

## **23 DURATION AND TERMINATION**

- 23.1 Except where otherwise specified, the terms of this Funding Agreement shall apply from the date of this Funding Agreement until the first anniversary of Project Completion, or where agreed by the Funder (at its discretion), for so long as any Grant monies remain unspent by the Recipient.
- 23.2 Any obligations under this Funding Agreement that remain unfulfilled following the expiry or termination of the Funding Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## **24 ASSIGNMENT**

- 24.1 The Recipient may not, without the prior written consent of the Funder, (such consent not to the unreasonably withheld or delayed) novate, assign, transfer, sub-contract, or in any other way make over to any Third Party the benefit and/or the burden of this Funding Agreement or, except as contemplated as part of the Project, transfer or pay to any other

person any part of the Grant.

## **25 WAIVER**

- 25.1 No failure or delay by either party to exercise any right or remedy under this Funding Agreement shall be construed as a waiver of any other right or remedy.

## **26 GOOD FAITH AND CO-OPERATION**

26.1 The Recipient covenants with the Funder that:

- (a) it shall at all times act with the utmost good faith towards the Funder and will at all times co-operate fully with the Funder;
- (b) it will comply with all the Funder's reasonable requirements in relation to the Project from time to time; and

26.2 The Recipient will not do anything which will put the Funder in breach of any of its obligations in relation to the compliance under the UKSPF. The Funder's obligations to the UKSPF are included within this Agreement.

## **27 NOTICES**

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

## **28 DISPUTE RESOLUTION**

28.1 In the event of any complaint or dispute arising between the parties to this Funding Agreement in relation to this Funding Agreement the matter should first be referred for resolution to the Director of Economic Development and Planning or any other individual nominated by the Funder from time to time.

28.2 Should the complaint or dispute remain unresolved within 10 working days of the matter first being referred to the Director of Economic Development and Planning, either party may refer the matter to the Funder's Section 151 Officer and a senior officer of the Recipient, with the requisite delegated authority as notified to the Funder by the Recipient, with an instruction to attempt to resolve the dispute by agreement within 20 working days, or such other period as may be mutually agreed by the Funder and the Recipient.

28.3 In the absence of agreement under Clause 0, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

## **29 NO PARTNERSHIP OR AGENCY**

29.1 This Funding Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any

party to make or enter into any commitments for or on behalf of the other party.

### **30 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

### **31 GOVERNING LAW**

- 31.1 This Funding Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

### **32 SEVERABILITY**

- 32.1 If any provision or part-provision of this Funding Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 32 shall not affect the validity and enforceability of the rest of this Funding Agreement.
- 32.2 If any provision or part-provision of this Funding Agreement is invalid, illegal or unenforceable, the parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible validly gives effect to their intentions as expressed in this Funding Agreement. The obligations of the parties under any invalid, illegal or unenforceable provision of this Funding Agreement shall be suspended during such a negotiation.

### **33 COUNTERPARTS**

- 33.1 This Funding Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original of this Funding Agreement, but all the counterparts shall together constitute the same Funding Agreement.

### **34 ENTIRE AGREEMENT**

- 34.1 This Funding Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Funding Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

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



EXECUTED as a DEED by the affixing of the )  
COMMON SEAL of **RIBBLE VALLEY** )  
**BOROUGH COUNCIL** which was )  
authenticated by: )

Authorised Signatory

EXECUTED as a DEED by the affixing of the )  
CORPORATE COMMON SEAL of **Wiswell** )  
**Parish Council** which was authenticated by: )  
 )  
 )

Authorised Signatory

**Schedule 1 - the Project**

**Maximum Sum of Grant            £13,536**

**Part 1 – Breakdown of Costs**

<b>Type of Funding</b>	<b>Capital</b>	<b>TOTAL GRANT FUNDING</b>	<b>Match Funding</b>	<b>Overall Project Total</b>
<b>Delivery Funding</b>	£13,536	£13,536	<b>£13,536</b>	<b>£13,536</b>
<b>TOTALS</b>	£13,536	£13,536	<b>£13,536</b>	<b>£13,536</b>

**Part 2- Milestones**

<b>Milestone</b>	<b>Deliverables</b>	<b>Milestone Achievement Criteria</b>	<b>Date</b>
[Name of Milestone]	[Description of Deliverable(s) associated with Milestone]	[Milestone Achievement Criteria associated with Milestone]	Friday, 12th July 2024
			Monday 14th October 2024
			Monday 13th January 2025
			31 <sup>st</sup> March 2025

### **Part 3- Project Scope**

The Funder has agreed to pay the Grant to the Recipient to assist with the cost of:

Improvements to Coronation Gardens as per the application form.

The Communities and Place investment priority of the UKSPF, within which this project falls, seeks to strengthen our social fabric and foster a sense of local pride and belonging, through improvements to existing, community and neighbourhood infrastructure projects.

The Supporting Local Business investment priority, within which this project falls, will enable places to fund interventions that support local businesses to thrive, innovate and grow

More specifically, the Project falls within intervention “community and place” of the of the REPF Prospectus which includes *“funding (capital grants) for creation of and improvements to local rural green spaces. This intervention corresponds to the UKSPF intervention E3.”*

## **Part 4- Evaluation Framework**

The success of the project will be measured by monitoring what the project achieves. Information about the project's achievements will be collected by Recipient and reported to the Funder.

Reporting will be quarterly and submitted as part of the Claim. The Recipient will be expected to report on:

- Project progress and whether the project is ahead of schedule or delayed.
- Project expenditure to date (including evidence held e.g. invoices, receipts etc)
- Project's achievement of the outputs and outcomes (including evidence held e.g. before and after surveys)

REPF Intervention	Output(s)	Outcome(s)	Example Project
<p>Funding (capital grants) for creation of and improvements to local rural green spaces. This intervention corresponds to the UKSPF intervention E3.</p>	<ul style="list-style-type: none"> <li>• Amount of rehabilitated land or premises</li> <li>• Square metres (m2 ) of land made wheelchair accessible or step free</li> <li>• Amount of public realm created or improved</li> <li>• Number of facilities supported or created</li> <li>• Amount of green or blue space created or improved</li> </ul>	<ul style="list-style-type: none"> <li>• Increased footfall</li> <li>• Increased visitor numbers</li> <li>• Increased use of cycleways or paths</li> <li>• Jobs created</li> <li>• Improved perception of facilities or amenities</li> <li>• Increased users of facilities or amenities</li> <li>• Improved perceived or experienced accessibility</li> </ul>	<p>Capital grants to establish or enhance rural green and blue infrastructure including:</p> <ul style="list-style-type: none"> <li>• community gardens</li> <li>• green spaces</li> <li>• watercourses and embankments</li> <li>• greening of streets and paths</li> <li>• incorporating natural features into wider public spaces</li> </ul>

Each output/outcome has a definition which must be followed. Information and evidence must also be kept proving they have been achieved. The Funder cannot count a project's achievements of outputs and outcomes if they are not achieved in line with the definitions and evidence is not kept. The definitions and evidential requirements are in the table below:

<b>Output</b>	<b>Definition</b>	<b>Type of Information/ evidence needed</b>
Number of businesses supported.	Businesses receiving support in the form of grants and or mentoring support to increase productivity or reduce carbon	Type of support provided.  Record of business supported; Name, address including post code, company registration number (CRNs) if applicable.
Number of farm businesses supported.	Businesses in the farming sector receiving support in the form of grants and or mentoring support to increase productivity or reduce carbon	<ul style="list-style-type: none"> <li>• Type of support provided.</li> <li>• Postcodes of organisations supported.</li> <li>• Record of business supported; Name, address including post code, company registration number (CRNs) if applicable.</li> </ul>
Number of farm diversification projects supported.	Businesses in the farming sector receiving support in the form of grants and or mentoring support to diversify their business.	<ul style="list-style-type: none"> <li>• Type of support provided.</li> <li>• Postcodes of organisations supported.</li> <li>• Record of business supported; Name, address including post code, company registration number (CRNs) if applicable.</li> </ul>
Number of micro businesses supported	Businesses with less than 10 employees and a turnover of less than £1.8million per year receiving support in the form of grants and or mentoring support to increase productivity or reduce carbon	<ul style="list-style-type: none"> <li>• Type of support provided.</li> <li>• Postcodes of organisations supported.</li> <li>• Record of business supported; Name, address including post code, company registration number (CRNs) if applicable.</li> </ul>
Number of visitor experiences supported	The number of facilities you newly create or improve with REPF funding which is open for visitors a) A facility means any service contained within a physical structure. This includes (but is not limited to) town and village halls, sports facilities, and public toilets. b) 'Created' means the amenity/facility did not previously exist.	Please make a note of: <ul style="list-style-type: none"> <li>• What amenity/facility you created or improved (and please ensure it counts as an amenity/facility)</li> <li>• When it was created/improved</li> <li>• Whether you have created a new amenity/facility or improved an existing one (see definitions in middle column)</li> <li>• Details of the works you did (for example, "installing new display equipment").</li> </ul>

	<p>c) 'Improved' means making the amenity/facility a better public space by adding to it, renovating it, or repairing it. It does not including maintenance of existing facilities.</p>	<ul style="list-style-type: none"> <li>• Confirm you have not just conducted routine maintenance, which is not allowed.</li> <li>• You should keep evidence to prove you have created/improved the facility. This could be things like: <ul style="list-style-type: none"> <li>• Before and after photographs</li> <li>• Invoices for materials/builders (etc.)</li> <li>• Email correspondence about the works</li> </ul> </li> </ul>
Number of organisations receiving grants	<p>Number of organisations receiving grants.</p> <p>Organisations here will either be:</p> <p>- The end beneficiary is the recipient of the award itself, for example, a local authority, higher education institute or an organisation representing specific sector who may be undertaking a feasibility study.</p> <ul style="list-style-type: none"> <li>• An organisation that is an end beneficiary and does not fit into the above description nor can be classified under the business output indicators, for example, a charitable organisation.</li> <li>• Grant means a cash payment by the project that is not repaid.</li> </ul>	<p>Signed grant agreement</p> <p>Payment of grant received</p> <p>A registration process/log for collating beneficiary data related to grants received.</p> <ul style="list-style-type: none"> <li>• Survey/Count by provider.</li> <li>• Type of support provided.</li> <li>• Postcodes of organisations supported.</li> </ul>
Number of facilities supported/created/installed	<p>The number of facilities you newly create or improve with REPF funding.</p> <p>a) An facility means any service contained within a physical structure. This includes (but is not limited to) town and village halls, sports facilities, and public toilets.</p> <p>b) 'Created' means the amenity/facility did not previously exist.</p> <p>c) 'Improved' means making the amenity/facility a better public space by adding to it, renovating it, or repairing</p>	<p>Please make a note of:</p> <ul style="list-style-type: none"> <li>• What amenity/facility you created or improved (and please ensure it counts as an amenity/facility)</li> <li>• When it was created/improved</li> <li>• Whether you have created a new amenity/facility or improved an existing one (see definitions in middle column)</li> <li>• Details of the works you did (for example, "installing new display equipment").</li> <li>• Confirm you have not just conducted routine maintenance, which is not allowed.</li> </ul>

	it. It does not including maintenance of existing facilities.	<ul style="list-style-type: none"> <li>You should keep evidence to prove you have created/improved the facility. This could be things like:</li> <li>Before and after photographs</li> <li>Invoices for materials/builders (etc.)</li> <li>Email correspondence about the works</li> </ul>
Number of EV charging points	Installation of new electric vehicle charging points	<ul style="list-style-type: none"> <li>Before and after photographs</li> <li>Invoices installation</li> <li>Email correspondence about the works</li> </ul>
Number of visitors or locals using charging points	The number of users using the charging points Users are the people using the charging points and can include residents and visitors.	<ul style="list-style-type: none"> <li>Increased users of facilities or amenities</li> <li>Record of usage of the charging points</li> </ul>
Number of community energy projects funded	Installation of solar panels and or battery systems Installation of efficient heating systems and or heat pumps Installation of energy efficiency measures that will contribute towards net zero	<p>Please make a note of:</p> <ul style="list-style-type: none"> <li>What energy efficiency was installed</li> <li>When it was installed</li> <li>Details of the works you did (for example, “installing new solar panels”).</li> <li>Confirm you have not just conducted routine maintenance, which is not allowed.</li> <li>You should keep evidence to prove you have created/improved the facility. This could be things like:</li> <li>Before and after photographs</li> <li>Invoices for materials/builders (etc.)</li> <li>Email correspondence about the works</li> </ul>
Amount of rehabilitated land or premises	The total square meterage of derelict land that has been rehabilitated.  Derelict land means land that has become damaged by industrial or other development and is beyond beneficial use without treatment.	Before and after photographs of the land. Confirmation of the square metres achieved. Evidence provided by contractors (e.g., emails certifying completion)



	Rehabilitated means remediated to a point of beneficial use.	
Square metres (m2 ) of land made wheelchair accessible or step free	The total square meterage of land that can now be accessed by wheelchair users that was not previously accessible.	Before and after photographs of the land. Confirmation of the square metres achieved. Evidence provided by contractors (e.g., emails certifying completion)
Amount of public realm created or improved	Public Realm relates to all parts of the built environment where the public has free access. It encompasses: all streets, squares, and other rights of way, whether predominantly in residential, commercial, or civic uses.	<ul style="list-style-type: none"> <li>• Record of public realm which have been improved / created as part of the project.</li> <li>• Before and after photographs of the public realm space</li> </ul>
Amount of green or blue space created or improved	green spaces, such as woods, meadows and parks, or blue space such as rivers, lakes and sea. Measurement should directly relate to the perception change through the UKSPF project (e.g., the facilities/amenities impacted).	<ul style="list-style-type: none"> <li>• Record of the green or blue space which have been improved / created as part of the project.</li> <li>• Before and after photographs of the green or blue space created or improved.</li> </ul>
Number of organisations receiving financial support other than grants	<p>Number of organisations that have received financial support other than grants.</p> <p>- Organisations mean those that are not defined as an enterprise, for example, a local authority, higher education institute, charity, community centre or an organisation representing a specific sector.</p> <p>- Non-grant financial support refers to loans, risk finance, and financial investment from the project that is repayable or confers equity in the enterprise.</p>	<p>A registration process/log for collating beneficiary data related to support received.</p> <ul style="list-style-type: none"> <li>• Survey/Count by provider.</li> <li>• Type of support provided.</li> <li>• Postcodes of organisations supported.</li> </ul>

<p>Number of tourism, culture or heritage assets created or improved</p>	<p>Culture asset is something of value to a particular population, community, or group because of its unique contribution to the cultural, artistic, creative, economic, historic, and/or social expressions and fabric of that community.</p> <p>A heritage asset is an item which has value because of its contribution to a nation's society, knowledge and/or culture.</p> <p>Tourism Asset is an attraction, project, business, festival or event that contributes to the. tourism industry</p>	<p>Please make a note of:</p> <ul style="list-style-type: none"> <li>• What amenity/facility you created or improved (and please ensure it counts as an amenity/facility)</li> <li>• When it was created/improved</li> <li>• Whether you have created a new amenity/facility or improved an existing one (see definitions in middle column)</li> <li>• Details of the works you did (for example, “installing new display equipment”).</li> <li>• Confirm you have not just conducted routine maintenance, which is not allowed.</li> <li>• You should keep evidence to prove you have created/improved the facility. This could be things like: <ul style="list-style-type: none"> <li>• Before and after photographs</li> <li>• Invoices for materials/builders (etc.)</li> <li>• Email correspondence about the works</li> </ul> </li> </ul>
<p><b>Outcome</b></p>	<p><b>Definition</b></p>	<p><b>Type of Information/ evidence needed</b></p>
<p>Jobs created</p>	<p>The number of new, permanent, paid, fulltime equivalent (FTE) jobs created following support. This includes both parttime and full-time jobs, which should be recorded relative to full-time equivalent (FTE). FTE should be based on the standard full-time hours of the employer.</p> <p>New means it should not have existed with that employer before the intervention.</p> <p>Created jobs exclude those created solely to deliver the intervention (e.g. construction).</p>	<p>Written confirmation from a senior member of staff or business owner in the supported enterprise confirming the individual number of jobs created as a result of the support provided.</p> <p>The confirmation should include details of the job as advertised and started, duration, and the number of hours per week</p>

	<p>Permanent means it should have an intended life expectancy of at least 12 months from the point at which it is created.</p> <p>Only count each individual FTE or job once through the lifetime of a project (i.e. it should not be counted every year)</p> <p>FTE is a measure of an employees scheduled hours in relation to an employer's hours for a full time workweek</p>	
Jobs safeguarded	<p>A safeguarded job is a permanent and paid job that was at risk prior to support being provided, and which the support helped the business to retain. This includes sole traders and business owners.</p> <p>Safeguarded jobs exclude those created solely to deliver the intervention (e.g. construction). This includes both part-time and full-time jobs, which should be recorded relative to full-time equivalent (FTE). FTE should be based on the standard fulltime hours of the employer.</p> <p>At risk is defined as being forecast to be lost within 6 months.</p> <p>Only count each individual FTE or job once through the lifetime of a project (i.e. it should not be counted every year)</p>	Written confirmation from a senior member of staff or business owner in the supported enterprise that the support provided did safeguard an at-risk job, job title and FTE/number of hours.

	FTE is a measure of an employees scheduled hours in relation to an employer's hours for a full time workweek	
Number of new businesses created	<p>Creation of new enterprise</p> <ul style="list-style-type: none"> <li>- Enterprise means a sole trader, micro business, small and medium-sized enterprise, or large business. It also includes social enterprises where these engage in economic activity.</li> </ul>	<p>Company registered with Companies House or business bank account being created</p> <p>Written confirmation new business has been created.</p>
Number of businesses adopting new to the firm technologies or processes	<p>The number of enterprises introducing a new to the firm technology or process (through external sources e.g., procurement).</p> <ul style="list-style-type: none"> <li>- Enterprise means a sole trader, micro business, small and medium-sized enterprise, or large business. It also includes social enterprises where these engage in economic activity.</li> <li>- A technology or process is new to the firm if it did not use a technology or process with the same functionality before, or the production technology or process is fundamentally different from those already used. This may be tangible or intangible.</li> <li>- If an enterprise introduces multiple new technologies or processes, it is still counted as one enterprise.</li> </ul>	<p>Written confirmation from a senior member of staff or business owner in the supported enterprise confirming the new processes implemented</p> <p>Invoices for new technology invested in</p> <p>Photographs of new machinery/technology installed</p>
Number of businesses with improved productivity	<p>Number of enterprises with improved productivity.</p> <ul style="list-style-type: none"> <li>- Enterprise means a sole trader, micro business, small and medium-sized enterprise, or large business. It also includes social enterprises where these engage in economic activity.</li> <li>- Productivity refers to the gross value added per hour worked or gross value added per worker.</li> </ul>	<p>Written confirmation from a senior member of staff or business owner in the supported enterprise confirming the increase in gross value added per hour worked or gross value added per worker.</p>

<p>Number of businesses increasing their export capability</p>	<p>The number of enterprises engaged in new or enhanced export-readiness activity, including but not limited to production of an export strategy for the firm, undertaking research into overseas markets or actively preparing a product or service for export.</p> <ul style="list-style-type: none"> <li>- New means activity that was not undertaken prior to the UKSPF support. Enhanced means additional activity to deepen or widen activity already underway.</li> <li>- Appropriate evidence may include a declaration from the enterprise owner or senior leader that they have undertaken export-readiness activity as a result of UKSPF support</li> </ul>	<p>Written confirmation from a senior member of staff or business owner in the supported enterprise confirming the total value of exports and the year on year percentage increase in exports.</p>
<p>Number of businesses increasing their turnover</p>	<p>Number of enterprises with increased turnover.</p> <ul style="list-style-type: none"> <li>- Enterprise means a sole trader, micro business, small and medium-sized enterprise, or large business. It also includes social enterprises where these engage in economic activity.</li> <li>- Turnover refers to the amount of money taken by a business in a particular period..</li> </ul>	<p>Production of audited company accounts or management accounts Production of cash flow forecasts</p>
<p>Increased users of facilities/amenities</p>	<p>The increase in number of users of facilities/amenities. Users are the people using facilities/amenities. Amenity/facility means any service contained within a physical structure, including, but not limited to, magistrates courts, police stations, town halls, cultural institutions, hospitals and public toilets.</p> <p>Reporting will also facilitate the option to report a decrease metric.</p>	<p>Survey / footfall  Entry &amp; exit data</p>

Improved perception of facility /infrastructure project	<p>The number of individuals who report their perception of facilities/amenities as good or very good. As this is aiming to measure change, it will only be relevant where the user could experience it previously (i.e. the perception of facilities/amenities existed previously and is not new). Measurement should directly relate to the perception change through the UKSPF project (e.g., the facilities/amenities impacted).</p> <p>Reporting will also facilitate the option to report a decrease metric.</p>	<p>Survey data, conducted by the project.</p> <p>Record of the facilities / amenities which have been improved / created as part of the project.</p>
Improved perception of facilities/amenities	<p>The number of people who report their perception of a facility or amenity as good or very good.</p> <ul style="list-style-type: none"> <li>• An amenity/facility means any service contained within a physical structure. This includes (but is not limited to) town and village halls, sports facilities, and public toilets.</li> <li>• You must survey people before and during/after any changes to the amenity/facility, so you can measure if their perception of it has changed.</li> <li>• Your surveying should be consistent. This means you should have the same people complete the surveys before and after.</li> <li>• This outcome can only be chosen if the amenity/facility impacted by UKSPF funding already existed. It cannot be a newly constructed facility/amenity.</li> </ul>	<p>This outcome is measuring a change in how people perceive an amenity/facility. This means that we need to compare people’s views before your improvements and compare them to people’s views during and/or after your improvements.</p> <p>Because the definition of this outcome is measuring the number of people who report their perception of the amenity/facility as good or very good, you must make sure that your survey has these as options. We recommend a simple five-point scale question (very poor, poor, acceptable, good, very good). You must keep all the completed surveys as evidence</p>
Number of new businesses created	Creation of new enterprise	Company registered with Companies House or business bank account being created

	- Enterprise means a sole trader, micro business, small and medium-sized enterprise, or large business. It also includes social enterprises where these engage in economic activity.	Written confirmation new business has been created.
Increased footfall	Increase in number of users	Survey / footfall  Entry & exit data
Increased visitor numbers	The increase in number of users of facilities/amenities. Users are the people using facilities/amenities. Amenity/facility means any service contained within a physical structure, including, but not limited to, magistrates courts, police stations, town halls, cultural institutions, hospitals and public toilets.  Reporting will also facilitate the option to report a decrease metric.	Survey / footfall  Entry & exit data
Increased use of cycleways or paths	The increase in number of users of paths and cycleways. Users are the people using the paths and cycleways	Survey / footfall

## Schedule 2 - Part 1 Eligible Expenditure

1. Grant Claims are made on an accruals basis as set out in “The Code of Practice on Local Authority Accounting in the United Kingdom” (“the Code”) issued by the Chartered Institute of Public Finance and Accountancy (CIPFA).
2. The aggregate amount claimed by the Recipient shall not exceed the Grant.
3. Individual amounts claimed by the Recipient each quarter shall not exceed the amounts set out in the Budget and Funding Profile Addendum under the relevant heads of expenditure.
4. For expenditure to be Eligible Expenditure it must:
  - (a) be actually incurred and paid by the Recipient.
  - (b) be incurred and paid within the period set out.
  - (c) be indicated within the Milestones (detailed in Schedule 1)
  - (d) be incurred and paid in connection with and necessary for implementation of the Project.
  - (e) be identifiable, verifiable and recorded in the Recipient's accounts in accordance with applicable accounting standards.
  - (f) be compliant with applicable national law on taxes, labour and all other relevant national law.
  - (g) be reasonable, justifiable and compliant with the principles of sound financial management.



## Schedule 2- Part 2 Instructions for Claiming Grant

1. Unless otherwise agreed by the Funder, Claims should be sent to the Funder and made on a quarterly monitoring report and “Claim and Forecasting Form” (or such other method required by the Funder) on the dates set out below

Claim no.	Instalment Period	Claim Deadline
1.	1 Apr 24 – 30 Jun 24	Friday, 12th July 2024
2.	1 Jul 24 – 30 Sept 24	Monday 14th October 2024
3.	1 Oct 24 – 31 Dec 24	Monday 13th January 2025
<b>FINAL CLAIM</b>	1 Jan 25 – 31 Mar 25	31 <sup>st</sup> March 2025

2. All claims must include an Audit Declaration.
3. For the final claim for Grant for the Project the Recipient shall submit an Audit Declaration for the completion of the Project. The final payment of Grant shall only be payable on receipt by the Funder of the Recipient’s final Audit Declaration.
4. Any claims for Grant in relation to compensation claims arising from the Project following completion of its delivery shall be made on a quarterly basis in accordance with the terms of this Funding Agreement.

<b>Meeting Date:</b>	<b>8 May 2024</b>
<b>Title:</b>	<b>Lengthsman Duties</b>
<b>Submitted by:</b>	<b>Councillor A. Scholfield</b>

### 1. Purpose of the Report.

For members to consider and comment on the duties of the Parish Lengthsman as set out below.

### 2. Parish Lengthsman Duties:

#### 2.1 Regular seasonal grass cutting:

- a. Wiswell Shay: raised area around the bench.
- b. Wiswell Shay: around the boundary sign and stone.
- c. Pendleton Road: wide verge from Orchard Cottage trees to Wiswell Hall Farm entrance.
- d. Moor Lane: both sides of the verge from Rose Cottage entrance up to and including the well and from the pump house to opposite the garages.
- e. Cunliffe Lane: at the entrance to Greenacre - grass triangle with bench.
- f. Whiteacre Lane / Old Back Lane: junction traffic island.
- g. Whiteacre Lane: verge and around benches from the A59 bridge up till the verge ends.
- h. Around road signs except at the A671 / Wiswell Shay junction.

#### 2.2 Other strimming - verges and road edges, as required:

- a. Old Back Lane, both sides from the triangle.
- b. Pendleton Road, metal bench near Wiswell Eaves, keep concrete base area clear.
- c. Whiteacre Lane, left hand side towards the A59 bridge where there is a curb.

#### 2.3 Weed spraying:

Around the village as necessary at the Lengthsman's discretion.

#### 2.4 Cutting back overhanging tree branches, as required.

- a. Pendleton Road: over the verge from Orchard Cottage trees to Wiswell Hall Farm entrance.
- b. Moor Lane: right hand side over the verge from the pump house.
- c. Whitacre Lane: over the verge up from the A59 bridge, particularly around the two benches.
- d. Around all road signs from Wiswell side of A671 junction to Whiteacre Lane A59 Bridge to Pendleton Road, Wiswell Eaves.

## **2.5 Public Rights of Way (LCC PROW Team) - Strimming and cutting back overhanging branches etc.**

- a. FP 3: Cunliffe Lane, alongside Greenacre and the right-hand bank of the footpath from the pumping station to opposite the entrance to Greenacre.
- b. FP 15: Moorside Lane, left before Wiswell Brook Farm (may be carried out by the landowner).
- c. FP 6: on the Barrow side of the A59 Roundabout (leads to Whalley).
- d. FP 5: through Arnside House, Back Lane, to the field.
- e. If requested, replacement of signs, way markers and any other minor, specific works.

## **3. Members are Recommended:**

To consider and comment on the duties of the Parish Lengthsman as set out in the Report.

## Rural England Prosperity Fund

### Full Application

*Mike Hill.*

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# Rural England Prosperity Fund – Breakdown of Work and Quotes.

The table below sets out the Areas of Development (AoD) mentioned in the Council’s Expression of Interest submission, and the quotes received. Where possible the Parish Council has tried to obtain three quotes for each area of work. All quotes are rounded up to the nearest £.

	Activity	Preferred Quote		Quotes
		Details	£	
Coronation Gardens	Rebuild/repaint the walls surrounding the garden, replace flat stones with coping stones. Repave and replace cracked paving stones.	<b>AP Landscaping Ltd.</b> <i>Materials:</i> <ul style="list-style-type: none"> <li>Coping stones £80 - £100 per meter = £2,500 including delivery.</li> <li>Building sand, cement and, replacement stones = £135</li> </ul> <i>Labour: = £750.</i>	3,385	Two quotes: £3,450 ( <i>Whalley Handyman</i> ) and £3,385.
	Re-site plinth commemorating Coronation of QEII.	<b>AP Landscaping Ltd.</b> <i>Labour: = £40.</i>	20	One quote £20.
	Heritage lighting and installation.	<b>MH Electrics. (Labour)</b> <i>Materials: Heritage Lighting = £1,700.</i> <i>Labour: = £300.</i>	2,000	Three online quotes for light: £1,300 - £1,700. One quote for labour: £300.
	Bird bath.	<b>Haddonstone.</b> Georgian style bird bath including delivery.	449	Two quotes: £200 ( <i>RSPB</i> ) and £449.
	Install bird bath.	<b>AP Landscaping Ltd.</b> <i>Labour: = £60.</i>	20	One quote.
	Reclaimed stone troughs.	<b>Lords Antiques and Salvage.</b> £1,200 inc. delivery.	1,200	Two quotes: £720 ( <i>Rutland Garden Classics</i> ) and £1,200.



# Rural England Prosperity Fund – Breakdown of Work and Quotes.

	Activity	Preferred Quote		Quotes
		Details	£	
	Replace the wooden trellis at the rear of the garden including fixings and timber support.	<b>AP Landscaping Ltd.</b> <i>Materials: = £458</i> <i>Labour: = £300</i>	759	Two quotes: £759 and £780 (Whalley Handyman).
	Install plinths to commemorate the Platinum Jubilee and Coronation of King Charles III.	<b>Earth Anchors.</b> <i>Materials: = Metal tree plaque £250 x 2</i>	500	Three quotes: £50 (Engraved Gift Workshop), £106 (Brunel Engraving) and £500.
	Relocate the existing electricity supply to a more convenient location.	<b>MH Electrics.</b> <i>Materials: and Labour = £2,000</i>	2,000	One quote.
	Build trellis planters on the wall of the pumping station and construct a small community allotment using wooden sleepers.	<b>AP Landscaping Ltd.</b> <i>Materials: = £368</i> <i>Labour: = £300</i>	668	Two quotes: £668 and £700 (Whalley Handyman).
	Re-stock Garden, prune and clean up, install edging stones to separate soil from paving stones.	<b>AP Landscaping Ltd.</b> <i>Materials: Plants, soil and edging = £500</i> <i>Labour: = £160</i>	660	Two quotes: £660 and £720 (Whalley Handyman).
	EV charging point.	<b>MH Electrics.</b> <i>Materials and Labour = £1,875</i>	1,875	One quote.
<b>Coronation Gardens £:</b>			<b>13,536</b>	



# Rural England Prosperity Fund – Breakdown of Work and Quotes.

	Activity	Preferred Quote		Quotes
		Details	£	
Village Centre	Replace existing noticeboard and install new larger one.	<b>AP Landscaping Ltd. (Labour)</b> <i>Materials: Noticeboard = £2,700</i> <i>Labour: = £60</i>	2,760	Three online quotes for noticeboard: £1,500 - £2,700. Two quotes for labour: £60 and £195 ( <i>Whalley Handyman</i> ).
	Refurbish and repaint the heritage telephone box to incorporate village library facility. Includes new shelving etc.	<b>AP Landscaping Ltd.</b> <i>Materials: = £165.87</i> <i>Labour: = £300</i>	466	Two quotes: £466 and £480 ( <i>Whalley Handyman</i> ).
	<b>Village Centre £:</b>		<b>3,226</b>	
War Memorial	Repoint cobbled area at the front of the memorial and general clean up.	<b>AP Landscaping Ltd.</b> <i>Labour: = £338</i>	338	One quote.
	Carefully rub lettered panel to remove friable material, gently re-cut existing inscription and repaint letters, refresh gold leaf gilding to designs.	<b>Ken Howe Natural Stone Supplies.</b> <i>Materials and Labour £3,280</i> Ken Howe offers traditional repairs.	3,280	Two quotes: £3,280 and £1,980 ( <i>Memories Memorial</i> ).
	<b>War Memorial £:</b>		<b>3,618</b>	



# Rural England Prosperity Fund – Breakdown of Work and Quotes.

	Activity	Preferred Quote		Quotes
		Details	£	
<b>Heritage Trail</b>	Design and print village heritage trail leaflet.	<b>Empine.</b> <i>Artwork: = £240</i> <i>Print: = £85 for 250 leaflets</i> <i>Labour: = £40 per hour</i>	315	Three quotes: £274 ( <i>Solo Press</i> ), £283 ( <i>Hello Print</i> ) and £315.
	Design and print guided walk trail leaflets from village centre, incorporating areas of historic interest e.g. Molly's Well, Quarry, Wiswell Moor and Wymondhouses.	<b>Empine.</b> <i>Artwork: = £240</i> <i>Print: = £43 for 250 leaflets</i> <i>Labour: = £40 per hour</i>	315	Three quotes: £274 ( <i>Solo Press</i> ), £283 ( <i>Hello Print</i> ) and £315.
	Repair footpath and wooden bridge over boggy ground near Wymondhouses.	<b>AP Landscaping Ltd.</b> <i>Materials: = £344</i> <i>Labour: = £300</i>	644	One quote: £644
	Supply and install Information Boards.	<b>Formo.</b> <i>Artwork: = estimated @ £240</i> <i>Sign including installation: = £1,068</i>	1,308	Two quotes: £1,248 ( <i>Empine</i> ) and £1,308.
	<b>Heritage Trail £:</b>		<b>2,582</b>	
<b>Total Costs £:</b>		<b>22,962</b>		



# Agenda Item 11

## For Information



<b>Meeting:</b>	<b>8 May 2024</b>
<b>Title:</b>	<b>Updates on Actions from Previous Meetings</b>
<b>Submitted by:</b>	<b>Clerk and Responsible Financial Officer</b>

### 1. Purpose of the report.

To update members on actions from previous meetings.

*Please note a list of all actions including those completed is available on the Council's website in the Agenda Tab, by selecting the meeting date and agenda item 'Update on Actions from Previous Meetings'.*

### 2. Update on Actions from 25/03/2024 Extraordinary Council Meeting:

Minute	Action	Who	Update
240325/			
4	c. Request HR Partner to inform the claimant of the Council's decisions.	Clerk	Complete
	d. Continue to engage with the Council's insurers.	Cllr Houghton and Scholfield	Ongoing
	e. Conduct a 'Lessons Learned' review.	Clerk	Ongoing

### 3. Update on Actions from 06/03/2024 Council Meeting:

Minute	Action	Who	Update
240306/			
11	b. Road Safety Working Group. Consider the Council's priorities as set out in Councillor Wrighton's report.	Members	?

### 4. Update on Actions from 09/02/2024 Extraordinary Council Meeting:

Minute	Action	Who	Update
240209/			
5	f. Contact HR Partner Ltd. informing them of the Parish Council's decision to appointment them etc.	Clerk	Complete
	g. Contact the Council's insurance company informing them of the Council's decision to appoint a HR company.	Clerk	Complete
	h. Contact the claimant regarding a without prejudice offer for withdrawing their claim.	Clerk	Complete

### 5. Update on Actions from 10/01/2024 Council Meeting:

Minute	Action	Who	Update
240110/			
7	<b>'State of the Village':</b> Issue a 'Keep the Village Tidy' leaflet in March/April 2024.	Cllr. Clemson	?
8	<b>Best Kept Village Competition:</b> Consider entering the 2025 competition in January 2025.	Members	Noted
10	<b>Update from Previous Meetings:</b> a. Consider purchasing and installing 'Considerate Parking' signs.	Members	?

## 6. Outstanding Actions and Updates from 06/09/2023 Council Meeting:

Minute 230906/	Action	Who	Update
11	c. Arrange a training course on planning related matters. <i>Currently no training courses available from LALC.</i>	Clerk	Ongoing
	d. Draft a letter for the Clerk to send to LCC Highways regarding several issues that impact the village and seeking a meeting with someone from Highways Team.	Cllr. Scholfield and Clerk	?

## 7. Outstanding Actions and Updates from 05/07/2023 Council Meeting:

Min.	Action	Who	Update
230705/4	Continue to liaise with LCC regarding encroaching vegetation and with RVBC regarding road sweeping.	Cllr. Scholfield	Ongoing
230705/6	<b>Community Ownership Fund:</b> Investigate grants for bringing disused village assets into use.	Clerk	Ongoing
	Investigate available grants for purchase of the silhouette. (c)	Clerk	Ongoing

## 8. Outstanding Actions and Updates from 09/05/2023 Council Meeting:

Min.	Action	Who	Update
230509/9	<b>Parishioner Responses to Parish Precept:</b> <i>Set out specific ways to improve communications</i> with parishioners, so they fully understand the activities the Parish Council undertake.	Members	Ongoing

## 9. Ongoing Matters for Discussion and Consideration:

Once complete items will be removed from this table.

Item	Action
<b>Freemasons Public House:</b> Condition and business use of 2, Old Back Lane and associated waste handling.	Continue to monitor business activities which affect the village
<b>Vicarage Fold - Acceptance by LCC that it is a public highway:</b> The resident of Vicarage House is still pursuing the matter.	Continue to monitor and support.
<b>David Holmes Construction - Chalker House, Whiteacre Lane:</b> Completion of the construction has been delayed; current work is garden landscaping. External works outside the entrance will be the last job.	Cllr. Scholfield to monitor.

**10. Actions from meetings shown below are complete.**

- 05/07/2022 - Council Meeting.
- 06/09/2022 - Council Meeting.
- 01/11/2022 - Council Meeting.
- 12/12/2022 - Extraordinary Council Meeting.
- 03/01/2023 - Council Meeting.
- 07/03/2023 - Council Meeting.
- 08/11/2023 - Council Meeting.
- 22/01/2024 - Extraordinary Council Meeting.

**11. Members are recommended:**

To note the report, the ongoing actions and actions not yet completed.

# Agenda Item 12

## For Information



<b>Meeting Date:</b>	<b>8 May 2024</b>
<b>Title:</b>	<b>Planning Report</b>
<b>Submitted by:</b>	<b>Clerk and Responsible Financial Officer</b>

### 1. Purpose of the report.

To inform members of planning matters since the last meeting that relate to Wiswell.

Members are reminded that the weekly and decided lists of planning applications are available to view on the RVBC website: [https://www.ribblevalley.gov.uk/weekly\\_lists](https://www.ribblevalley.gov.uk/weekly_lists)

*Note. The following types of applications are not for consultation and are therefore excluded from the lists below: Agricultural Determinations, Discharge of Conditions, Certificates of Lawfulness, Observations to another authority and Screening Options*

### 2. Applications received by RVBC since the last Council Meeting.

*Note. For most applications, RVBC's Planning Department email a letter to the Parish Clerk requesting comments by a certain date. These comments are collated by Councillor Houghton, sent to the Parish Clerk who submits them to RVBC.*

#### 05 April 2024:

<b>3/2024/0170</b>	Application in principle	<b>Development Description:</b>	<b>Grid Reference</b> 375224 438207
<b>DATE VALID:</b> 06/03/2024	<b>Development Address:</b> Brentwood Pendleton Road Wiswell BB7 9BZ	Permission in principle application for one new dwelling.	
<b>Officer:</b>	Ben Taylor 01200 425111		

### 3. Decisions made by RVBC since the last Council Meeting.

#### 01 March 2024:

<b>3/2024/0002</b>	<b>Wiswell</b> Applications for full consent	<b>Development Description:</b>	<b>Grid Reference</b> 375118 438101
<b>Decision Date:</b> 27/02/2024	<b>Development Address:</b> Wiswell Manor Pendleton Road Wiswell BB7 9BZ	Proposed free-standing solar panel array on the existing earthwork bund with associated battery storage shed.	
<b>Officer:</b>	Ben Taylor		
<b>Decision Type:</b>	REFUSED		

<b>3/2023/1026</b>	<b>Wiswell</b> Applications for full consent	<b>Development Description:</b>	<b>Grid Reference</b> 374637 437491
<b>Decision Date:</b> 29/02/2024	<b>Development Address:</b> 23 Pendleton Road Wiswell BB7 9DD	Proposed demolition of garage and construction of two-storey extension to side and rear and single storey extension to rear.. Alterations to existing window and door openings and creation of new parking area.	
<b>Officer:</b>	Emily Pickup		
<b>Decision Type:</b>	REFUSED		

## 19 April 2024:

<b>3/2024/0170</b>	<b>Wiswell</b> Application in principle	<b>Development Description:</b>	<b>Grid Reference</b> 375224 438207
<b>Decision Date:</b> 19/04/2024	<b>Development Address:</b> Brentwood Pendleton Road Wiswell BB7 9BZ	Permission in principle application for one new dwelling.	
<b>Officer:</b>	Ben Taylor		
<b>Decision Type:</b>	REFUSED		

## 4. Status of recently approved applications.

Please note the **Status** of an approved application is based on information provided by Council Members from their observations.

### 26 January 2024:

<b>3/2023/0900</b>	<b>Wiswell</b> Alter or Extend a Listed Building	<b>Development Description:</b>	<b>Grid Reference</b> 374494 437382
<b>Decision Date:</b> 26/01/2024	<b>Development Address:</b> Vicarage Barn Cottage Old Back Lane Wiswell BB7 9BS	Listed Building Consent for replacement of roof lights, replacement and alteration to internal partition walls, replacement of staircase, replacement of windows, replacement of front door, replacement of bathroom and kitchen fittings, formation of new ground floor WC in entrance hall.	
<b>Officer:</b>	Ben Taylor		
<b>Decision Type:</b>	APPROVED WITH CONDITIONS		

**Status:** Not yet commenced.

### 8 December 2023:

<b>3/2023/0791</b>	<b>Wiswell</b> Applications for full consent	<b>Development Description:</b>	<b>Grid Reference</b> 374666 437513
<b>Decision Date:</b> 08/12/2023	<b>Development Address:</b> 27 Pendleton Road Wiswell BB7 9DD	Proposed demolition of existing porch and detached garage and construction of replacement garage with single-storey link building to rear.	
<b>Officer:</b>	Emily Pickup		
<b>Decision Type:</b>	APPROVED WITH CONDITIONS		

**Status:** Not yet commenced.

### 1 December 2023:

<b>3/2023/0281</b>	<b>Wiswell</b> Applications for full consent	<b>Development Description:</b>	<b>Grid Reference</b> 375296 438345
<b>Decision Date:</b> 01/12/2023	<b>Development Address:</b> Land at Morans Farm Pendleton Road Wiswell BB7 9BZ	Proposed change of use of land for the siting of four holiday lodges with associated parking, access and amenity areas. Revision to scheme approved under 3/2020/0981 and 3/2022/1022 part retrospective.	
<b>Officer:</b>	Kathryn Hughes		
<b>Decision Type:</b>	APPROVED WITH CONDITIONS		

**Status:** Three out of the four lodges are complete. Finishing work in progress.

### 15 September 2023:

<b>3/2023/0566</b>	<b>Wiswell</b> Applications for full consent	<b>Development Description:</b>	<b>Grid Reference</b> 375224 438207
<b>Decision Date:</b> 13/09/2023	<b>Development Address:</b> Brentwood Pendleton Road Wiswell BB7 9BZ	Proposed new vehicular access. Resubmission of application 3/2023/0038.	
<b>Officer:</b>	Ben Taylor		
<b>Decision Type:</b>	APPROVED WITH CONDITIONS		

**Status:** Not yet commenced.

#### 4 August 2023:

<b>3/2023/0223</b>	<b>Wiswell</b> Applications for full consent	<b>Development Description:</b> Replacement dwelling and relocation of vehicle access.	<b>Grid Reference</b> 374647 437205
<b>Decision Date:</b> 04/08/2023	<b>Development Address:</b> Hillside Moor Lane Wiswell BB7 9DG		
<b>Officer:</b> <b>Decision Type:</b>	Ben Taylor APPROVED WITH CONDITIONS		

**Status:** Demolition and clearance work started without submission of Pre-Commencement conditions. Enforcement action taken by RVBC.

#### 14 July 2023:

<b>3/2023/0370</b>	<b>Wiswell</b> Applications for full consent	<b>Development Description:</b> Proposed demolition of existing porch and creation of a new central porch, window and roof light to front elevation. All existing windows to be replaced with new timber framed double glazed units. Existing flat roof to be replaced with a new parapet roof. New door and bi folding doors at the rear and stone surround to existing bay. External landscaping to rear and side garden.	<b>Grid Reference</b> 374686 437531
<b>Decision Date:</b> 13/07/2023	<b>Development Address:</b> 29 Pendleton Road Wiswell BB7 9DD		
<b>Officer:</b> <b>Decision Type:</b>	Lucy Walker APPROVED WITH CONDITIONS		

**Status:** Not yet commenced.

#### 5. Members are recommended:

- a. To note the contents of the report.
- b. Set out any actions relating to the planning matters mentioned.

# Agenda Item 13

## For Information/Discussion.

<b>Meeting Date:</b>	<b>8 May 2024</b>
<b>Title:</b>	<b>Road Safety Working Group - Update</b>
<b>Submitted by:</b>	<b>Councillor Wrightson</b>

### 1. Purpose of the Report.

To provide members with an update on actions from the Road Safety Working Group (RSWG).

### 2. Background:

Members are reminded that RSWG was established to:

- **Identify areas of concern** relating to traffic and the safety of all road users throughout the Ribble Valley and especially the parishes.
- **Consider what actions can be taken** to improve/mitigate the identified concerns.
- **Make recommendations** to the Parish Council Liaison Meeting, Ribble Valley Borough Council, Lancashire Constabulary and Lancashire County Council.

### 3. Update:

- The last meeting of the Working Group took place on 31 January 2024.
- Andrew Yates (RSWG Chair) and two members of the Working Group met with LCC's Director of Highways and the LCC's Operations Manager on 20 March, at which they presented all the Parish Safety Reports.

LCC were against any speed limit changes, but Eddie Mills (Operations Manager) has undertaken to review each of the individual requests and provide their recommendations and approximate costings by end of April/May. This will provide budgets for each parish and a target for external funding and precept considerations. The Working Group will work as a collective to pursue external funding.

- The next meeting will be arranged after LCC has responded to the Safety Reports.

### 4. Members are recommended to:

Consider the report and comment as necessary.

# Agenda Item 15

## For Information

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<b>Meeting Date:</b>	<b>8 May 2024</b>
<b>Title:</b>	<b>Councillor Reports</b>
<b>Submitted by:</b>	<b>Council Members – Collated by the Clerk</b>

### **1. Purpose of the report.**

For members to consider the Reports submitted by Parish Councillors.

### **2. Councillor Reports:**

Appendix 1 - Councillor A. Scholfield.

Please note that Councillor Houghton presented his Annual Report at the Annual Parish Meeting.

### **3. Members are recommended:**

To consider the reports.



## Works done in the village.

Litter picking, identification of restricted galleys.

## Reports to LCC Highways.

For the dyke on Cunliffe Lane near the pumping station, LCC have promised to do work, but nothing has happened. LCC have a very extensive back log of similar work and we will continue to monitor this.

A resident of Back Lane asked for support concerning the lack of action by LCC following further flooding. This goes back 25 years, and a formal letter is being prepared for the Clerk to send.

Dealt with the illegal advertising trailer parked on the Whiteacre Lane bridge for a week. Both LCC and RVBC were informed.

Repairs were completed on Whiteacre Lane at the end of the tunnel of trees but, despite a special request being made, the usual repair method was used in a very limited area, and this will not last. The water at the side of the road was not addressed.

A pothole on Cunliffe Lane near the garage did not meet the intervention standards and feedback was given to LCC about the lack of definition on the Love Clean Street App.

LCC have at last repainted the white lines on the A59 between Whiteacre Lane bridge and the A59/A671 roundabout.

The light on the Give Way sign at Wiswell Shay was not working; it was repaired very quickly, and the bush trimmed.

## Protruding utility chamber with concrete cover, Pendleton Road, between Orchard Cottage and Wiswell Old Hall Farm entrance.

Previously reported to Openreach but response is difficult to achieve. Has been reported again and this time a conversation with a member of the 'damage team' was possible. There has been no response, nor apparent action, after three months and this will be escalated.

## Whalley, Wiswell and Barrow Joint Burial Committee.

The Whalley Parish Clerk has fully taken on the administration, and I attended one meeting. The sensitive issue of inappropriate items left on memorials remains a big challenge.

## Whalley Educational Foundation.

The new upstairs Ribble Room was opened formally by Amanda Parker and is a very valuable addition to the spaces available for letting and includes very modern audio-visual equipment. Bookings are slightly up on last year.

## Liaison with Lengthsman.

The new Lengthsman has commenced his duties and has got off to a good start. He has been provided with a list of duties and maps of the village.

## Code of Conduct Training.

I have not yet had any response to my request for copies of the training slides.

## Lack of response from LCC to e-mails.

I need to find other ways to elicit a response concerning Public Realm Policy and bus stops on Wiswell Lane as LCC just do not respond to general enquiries. A formal complaint may be appropriate.