

# Marlborough Town Council

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14<sup>th</sup> June 2022

Dear Councillor

## Full Town Council

I hereby **summon** you to a meeting of **Marlborough Town Council** which will be held on **Monday, 20<sup>th</sup> June 2022 at 7pm** in the **Court Room, Marlborough Town Hall**.

Yours sincerely

*Richard Spencer-Williams*

Richard Spencer-Williams, PSLCC

**Town Clerk**

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This meeting will be held in the Court Room at the Town Hall according to the latest Government Covid Safety Guidelines, and managed according to the Health and Safety at Work Act 1974(2)e.

There will be thirty places for members of the public to attend. If members of the public wish to attend they should notify the Town Clerk of this by noon on the Friday prior to the meeting. Places will be allocated on a first come first served basis. Organisations and interest groups are asked to send one delegate.

If members of the public wish to attend and ask a question they should also notify the Town Clerk of this by noon on the Friday prior to the meeting and provide their question in writing at the same time. Some members of the public may not be allowed to attend if all the allocated seats are taken.

If members of the public wish to ask a question, but not attend, they can provide the question in writing to the Town Clerk by noon on the day of the meeting, and a written response will be provided.

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## PRAYERS

## PUBLIC QUESTION TIME

In accordance with Standing Order 3(f), members of the public may ask questions of the Council. The time allocated for this should not exceed 10 minutes and be limited to 1 question per person unless directed otherwise by the Chairman. A full response may not be possible without further research, and the Chair may direct that a written or oral response be given.

## CRIME AND DISORDER

A member of Wiltshire Police will be invited to give a report and answer questions from Councillors and members of the public (not to exceed 10 minutes)

## TO RECEIVE QUESTIONS TO AND FROM WILTSHIRE COUNCILLORS

Not to exceed 10 minutes

## AGENDA

- 1. Apologies for absence**
- 2. Declarations of interest**
  - a) To receive any Declaration(s) of Interest under Marlborough Town Council's Code of Conduct issued in accordance with the Localism Act 2011
  - b) To consider any dispensation requests received by the Town ClerkMembers are reminded that they are obliged to notify the Monitoring Officer of a change to disclosable interests, or a new interest as defined in Appendices A and B of the Code of Conduct within 28 days of becoming aware of it. These should be passed on to the Town Clerk to register online.
- 3. Mayor's Announcements**
- 4. Minutes**

To approve and sign the minutes of the meetings held 9 May and 23 May 2022
- 5. Action Log**

To note and review the Action Log
- 6. Environmental Impact Assessment and Carbon Audit**

To agree the commission of services to carry out an Environmental Impact Assessment and Carbon Audit of the Council's buildings and services
- 7. To note the Internal Audit Report 2021/22**
- 8. Annual Governance Statement 2021/22**

To consider and approve the Annual Governance Statement at Section 1 of the Annual Governance and Accountability Return (AGAR)
- 9. Annual Accounting Statements 2021/22**

To consider and approve the Annual Accounting Statements at Section 2 of the Annual Governance and Accountability Return (AGAR)

**10. Review of Council Staff memberships and subscriptions to other bodies**

**11. Committee Minutes**

In accordance with para 3.1 of the Scheme of Delegation, to note the approved minutes of the following committee meetings: Planning – 4 April 2022, Amenities and Open Spaces – 7 February 2022, and Finance and Policy – 14 February 2022. These minutes have been approved by committees and circulated to Members and are available to download from [www.marlborough-tc.gov.uk](http://www.marlborough-tc.gov.uk) or from the Town Council offices. Other meetings have taken place, but minutes are not yet approved so remain in draft form.

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**Part 2 Herbert Leaf Charitable Trust**

**12. Herbert Leaf Charity governance arrangements**

**13. Common Seal**

To authorise the fixing of the Common Seal of Marlborough Town Council to all documents necessary to give effect to the decisions of the meeting



- 3/22 ELECTION OF DEPUTY TOWN MAYOR FOR THE YEAR 2022/2023**  
Proposed by Councillor Barrett-Moreton and seconded by Councillor Fogg that Councillor Donald Heath be elected as Deputy Mayor for the ensuing year  
**RESOLVED:** that Councillor Heath be elected as Deputy Town Mayor for 2022/2023
- 4/22 DECLARATION OF ACCEPTANCE OF OFFICE BY THE DEPUTY TOWN MAYOR**  
Councillor Heath signed his Declaration of Acceptance of Office
- 5/22** The retiring Town Mayor, the Town Clerk, Deputy Mayor, Mayor's Chaplain, Town Crier and Macebearers processed from the Court Room, followed by the newly elected Town Mayor and her Chaplain, to the Mayor's Parlour
- 6/22** The newly elected Town Mayor and Deputy Town Mayor, the retiring Town Mayor, the Town Clerk, Town Crier and Macebearers and Mayor's Chaplain processed into the Court Room
- 7/22** The newly elected Town Mayor gave thanks for her election and named her charities for 2022/2023 as The Jubilee Centre, Friends of Marlborough St Mary's Primary School, Love Marlborough Kids Meals, Kennet Community Transport, Macmillan and Minal Village Hall. She presented Mayor's Awards to Genevieve Hall and Tia Campbell.
- 8/22** The Town Mayor presented her Consort with her badge
- 9/22** A vote of thanks was proposed by Councillor Barrett-Moreton to the retiring Town Mayor and seconded by Councillor Fogg
- 10/22** The retiring Town Mayor gave his reply and presented his Mayoress with her badge. He presented cheques to his charities: Friends of Savernake Hospital, Marlborough Area Poverty Action Group and MND (Motor Neurone Disease Association)
- 11/22 APOLOGIES**  
Apologies for absence were received from Councillors Ross, Allen, Davies and Sheppard
- 12/22 MINUTES**  
**RESOLVED:** that the minutes of the meeting held 11 April 2022 were approved as a true record and signed by the Town Mayor
- 13/22 COMMON SEAL**  
**RESOLVED:** that the Common Seal of Marlborough Town Council be affixed to all documents necessary to give effect to the decisions of the meeting

The meeting closed at 7.30 pm

To approve and sign the minutes of the meeting held 23 May

## Marlborough Town Council



### Full Town Council

Minutes of a meeting of the Full Town Council held Monday, 23 May 2022  
in the Court Room, Marlborough Town Hall at 7pm

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<b>PRESENT</b>	Councillor Lisa Farrell	Town Mayor
	Councillor Mervyn Hall	
	Councillor Mark Cooper	
	Councillor Jo Waltham	
	Councillor Richard Allen	
	Councillor Kymee Cleasby	
	Councillor Caroline Thomas	
<b>ALSO</b>		
<b>PRESENT</b>	Richard Spencer-Williams	Town Clerk
	Dawn Whitehall	Corporate Services Officer
	Oliver Markham	St John's Marlborough
	Timon Piercy	St John's Marlborough
	Jack Ross	St John's Marlborough
	Rex Vickerman	St John's Marlborough
	Neil Goodwin	Marlborough.News

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#### PRAYERS

Councillor Hall opened the meeting with prayers.

#### CRIME AND DISORDER

No officer from Wiltshire Police was available to attend the meeting. Councillors were reminded to email any questions to the Town Clerk to pass to Wiltshire Police for the next meeting.

#### QUESTIONS TO AND FROM WILTSHIRE COUNCILLORS

**Councillor Thomas** answered questions and provided updates:

- Marlborough Community & Youth Centre – Councillor Thomas would make enquiries about the status of the request for a Community Asset Transfer
- Cycle path – two routes were under consideration, either along the side of the Beechcroft development or possibly past the Salt Store using the road through

the Business Park. Permission had been granted for the route to continue through Marleberg Grange to join up with the footpath in Cherry Orchard. One section was too narrow for cycles and a diversion route had been identified near the former adult learning centre. There had been legal delays with one landowner; once resolved contractors would be appointed. Budget had been secured, including for a Toucan crossing, although work may not begin until the following financial year depending upon contractor availability. It was expected that Wiltshire Council's 1–3-year strategy would be published soon, and Councillor Thomas was hopeful that extensions to Marlborough's walking and cycling paths would feature.

#### **PUBLIC QUESTION TIME**

There were no questions.

#### **IDEAS FOR AFFORDABLE ECO-FRIENDLY HOMES**

Students **Oliver Markham, Timon Piercy, Jack Ross** and **Rex Vickerman**, currently in Year 12 at St John's, presented their award-winning ideas for affordable eco-friendly homes in Marlborough. All present congratulated them on an excellent presentation of a clever, attractive and achievable idea, which had thoroughly deserved to win first prize at the inaugural ICE (Institution of Civil Engineers) David Butler Award.

**41/22**

#### **APOLOGIES**

Apologies for absence were received from **Councillors Fogg, Ross, Loosmore, Barrett-Morton, Heath, Davies, Sheppard, Luson** and **Shantry**

The **Town Mayor** closed the meeting as there were not enough Councillors present to be quorate and asked that any agenda items that would still be time-relevant be added to the agenda for the next meeting.

The meeting closed at 7.37 pm

## To note and review the Action Log

#	Description	Minute #	Source	Assigned to	Status	Date of meeting	Notes
91	Forestry England consultation on plans for Savernake Forest	475/21	Full Town Council	Town Clerk	Complete	11 April 2022	Letter sent 14.4.22 to Forestry England by Town Clerk on behalf of MTC outlining objections as agreed and inviting them to re-consult and re-engage with residents on the matter (and offered MTC assistance in this).
92	Christchurch: Asset of Community Value application to Wiltshire Council	476/21	Full Town Council	Town Clerk	Complete	11 April 2022	Application sent 29.4.22



## To agree the commission of services to carry out an Environmental Impact Assessment and Carbon Audit of the Council's buildings and services

### Purpose

The purpose of this report is to inform the Council of a proposal to commission the services of an external environmental audit company to carry out an Environmental Impact Assessment and Carbon Audit (EIACA), outline the scope of the proposed work, and seek the Council's support to proceed.

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### Proposal

Councillor Waltham and the Town Clerk have approached a number of companies who offer this service. These varied greatly in their service offer and cost, with some citing in the region of £15k for their services.

It is proposed to ask a company called '*Greenleaf*' to carry out an EIACA for Marlborough Town Council's activities and properties including:

- The Town Hall
- Marlborough Community & Youth Centre
- Offices at 5 High Street
- Flats & Shop
- Cottages
- Workshop
- Associated staff behaviours.

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### Outcomes

As a result of the service the Council would receive:

- A full tailored list of recommendations and roadmap to the various stages of carbon zero.
- A Greenleaf Certificate of Sustainable Practice or a Work in Progress Certificate towards Sustainable Practice.
- Software licence to web and app-based tools for 1 year to allow the Council to track its full impact organisation-wide in real-time, or near real-time, throughout the year.
- (Optional) Up to 6 x Social Media press releases on the part of Greenleaf regarding the Council's movement and achievements towards carbon zero.

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### Timeframe and process

- Opening meeting – 30-45 mins
- Site visit & survey – 2 days (all sites)
- Data collation and report writing – 5-9 working days
- Closing meeting – 30-45 mins

### Software set up & support:

- Introduction and training for handling staff – 30 mins
- UK based support provided 09:00 to 21:00, 7 days per week.

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## Considerations

### Financial and Resource implications

The cost would be £2,250, which could be funded from the Climate Emergency Reserve which has £3,975 available.

### Legal implications

The EIACA report is written for publication and is the Council's property post-release. The service agreement they offer provides non-disclosure terms ensuring Greenleaf will not share any confidential information gathered throughout the audit without explicit written consent from the Council.

### Climate Emergency implications

This commission and action would support the Council's Environment and Climate Protection Policy Statement adopted on 25.06.2021.

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## Recommendation

It is recommended that the Council supports the commission of Greenleaf's service to carry out the EIACA as described. Members are asked to instruct the Town Clerk accordingly.

### Town Clerk 7.6.22

To note the internal audit report 2021/22

**Annual Internal Audit Report 2021/22**

Marlborough Town Council

www.marlborough-tc.gov.uk

During the financial year ended 31 March 2022, this authority's internal auditor acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with the relevant procedures and controls in operation and obtained appropriate evidence from the authority.

The internal audit for 2021/22 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Yes	No*	Not covered**
A. Appropriate accounting records have been properly kept throughout the financial year.	✓		
B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	✓		
C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	✓		
D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	✓		
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	✓		
F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.	✓		
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	✓		
H. Asset and investments registers were complete and accurate and properly maintained.	✓		
I. Periodic bank account reconciliations were properly carried out during the year.	✓		
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	✓		
K. If the authority certified itself as exempt from a limited assurance review in 2020/21, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2020/21 AGAR tick "not covered")			✓
L. The authority publishes information on a free to access website/webpage up to date at the time of the internal audit in accordance with any relevant transparency code requirements	✓		
M. The authority, during the previous year (2020-21) correctly provided for the period for the exercise of public rights as required by the Accounts and Audit Regulations (evidenced by the notice published on the website and/or authority approved minutes confirming the dates set).	✓		
N. The authority has complied with the publication requirements for 2020/21 AGAR (see AGAR Page 1 Guidance Notes).	✓		
<b>O. (For local councils only)</b> Trust funds (including charitable) – The council met its responsibilities as a trustee.	✓		

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken

Name of person who carried out the internal audit

23/09/2021    25/01/2022    16/05/2022

Chris Hackett for Auditing Solutions Ltd

Signature of person who carried out the internal audit

C Hackett

Date

19/05/2022

\*If the response is 'no' please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

\*\*Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned; or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).

To consider and approve the Annual Governance Statement at Section 1 of the Annual Governance and Accountability Return (AGAR)

**Section 1 – Annual Governance Statement 2021/22**

We acknowledge as the members of:

[Authority Name]

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2022, that:

	Agreed		'Yes' means that this authority:
	Yes	No*	
1. We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.	✓		<i>prepared its accounting statements in accordance with the Accounts and Audit Regulations.</i>
2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.	✓		<i>made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.</i>
3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.	✓		<i>has only done what it has the legal power to do and has complied with Proper Practices in doing so.</i>
4. We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.	✓		<i>during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.</i>
5. We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.	✓		<i>considered and documented the financial and other risks it faces and dealt with them properly.</i>
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.	✓		<i>arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.</i>
7. We took appropriate action on all matters raised in reports from internal and external audit.	✓		<i>responded to matters brought to its attention by internal and external audit.</i>
8. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.	✓		<i>disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.</i>
9. (For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.	Yes	No	N/A <i>has met all of its responsibilities where, as a body corporate, it is a sole managing trustee of a local trust or trusts.</i>
	✓		

\*Please provide explanations to the external auditor on a separate sheet for each 'No' response and describe how the authority will address the weaknesses identified. These sheets must be published with the Annual Governance Statement

This Annual Governance Statement was approved at a meeting of the authority on:

[Date]

and recorded as minute reference:

[Minute Reference]

Signed by the Chairman and Clerk of the meeting where approval was given:

Chairman [Signature]

Clerk [Signature]

[Additional Information]

To consider and approve the Annual Accounting Statements at Section 2 of the Annual Governance and Accountability Return (AGAR)

### Section 2 – Accounting Statements 2021/22 for

	Year ending		Notes and guidance	
	31 March 2021 £	31 March 2022 £		
1. Balances brought forward	764,568	888,724	<i>Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.</i>	
2. (+) Precept or Rates and Levies	723,257	744,373	<i>Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.</i>	
3. (+) Total other receipts	160,243	404,969	<i>Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.</i>	
4. (-) Staff costs	404,922	432,301	<i>Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.</i>	
5. (-) Loan interest/capital repayments	0	0	<i>Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).</i>	
6. (-) All other payments	354,422	442,080	<i>Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).</i>	
7. (=) Balances carried forward	888,724	1,163,685	<i>Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).</i>	
8. Total value of cash and short term investments	886,769	1,169,920	<i>The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.</i>	
9. Total fixed assets plus long term investments and assets	8,951,086	8,951,086	<i>The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.</i>	
10. Total borrowings	0	0	<i>The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).</i>	
11. (For Local Councils Only) Disclosure note re Trust funds (including charitable)	Yes	No	N/A	<i>The Council, as a body corporate, acts as sole trustee for and is responsible for managing Trust funds or assets.</i>
	✓			<i>N.B. The figures in the accounting statements above do not include any Trust transactions.</i>

I certify that for the year ended 31 March 2022 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

Signed by Responsible Financial Officer before being presented to the authority for approval

*[Signature]*

Date *[Date]*

I confirm that these Accounting Statements were approved by this authority on this date:

*[Signature]*

as recorded in minute reference:

*[Signature]*

Signed by Chairman of the meeting where the Accounting Statements were approved

*[Signature]*

**ITEM 10****REVIEW OF COUNCIL STAFF MEMBERSHIPS AND SUBSCRIPTIONS TO OTHER BODIES**

<b>SUBSCRIPTION/MEMBERSHIP<sup>1</sup></b>	<b>COST PER ANNUM</b>	<b>BENEFIT</b>	<b>OFFICER RECOMMENDATION</b>
Information Commission	£35	Required	Required
Wiltshire Association of Local Councils	£1,152	Advice, training, support	Maintain
Visit Wiltshire (tourist information)	£775	Networking, training, website promotion	Maintain
SLCC - (2 members) Society of Local Clerks & Councils	£468	Advice, training, support, networking	Maintain
Institute of Cemetery & Crematorium Management	£95	Advice, training, support	Maintain
Community First	£75	As above	Maintain
National Association of Local Councils	£55	Advice, support	Maintain
ARK (Action for the River Kennet)	£30	Advice, information	Maintain
Visit Wiltshire – GWW (Great West Way, tourism) Subscription	£1,750	Wider publicity	Optional
National Allotment Society	£55	Advice, information	Optional
Open Spaces Society	£45	Advice and information	Optional
CPRE – The Countryside Charity	£36	Information	Optional
Communicorp (Clerk & Councils Magazine)	£12	Monthly local council updates	Optional
Tower and Town – Local Church Magazine	£5	Annual information	Optional

**Recommendation**

Members are asked to consider which memberships and subscriptions should be maintained and which, if any, should be ceased and instruct the Town Clerk accordingly.

**Town Clerk 8.6.22**

<sup>1</sup> See Appendix 2 for descriptions of each body on this list

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## Part 2 HERBERT LEAF COMMITTEE

### ITEM 11

### HERBERT LEAF CHARITABLE TRUST

#### Purpose

The purpose of this report is to inform the Council of the Herbert Leaf Charity governance arrangements, and its renewed constitutional status as adopted by the Council as 'corporate trustees', and to advise the Council on initiating the Trust's activities in pursuit of its objects.

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#### Background

The task of commissioning legal services to draft up the document enabling the Town Council to act as corporate trustee so it can start to administer and distribute grants was handed over to the current Town Clerk as an overdue action.

This was executed with the Town Council adopting corporate trusteeship for the Herbert Leaf funds by way of a simple trust constitution<sup>2</sup> (which is not registered and not incorporated as advised) on 28 February 2022.

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#### Current Status

The purpose of the trust is '*to assist community projects in the Parish of Marlborough for the benefit of the public by making grants*', and according to Council records for '*people in need*'. (ref June 2002 schedule of charities administered by Marlborough Town Council)

The balance as of 7<sup>th</sup> June 2022 is £69,738.64

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#### Considerations

- The Council needs to run a 'Herbert Leaf Committee' meeting for a minimum of two times a year to conduct its business, award funds, and monitor the account (to dovetail with Full Council meetings), of which this is the first. Four meetings are currently scheduled.
- All Full Council members have a place on the Committee.
- The charity should be administered in accordance with the constitution.
- The Council will need to elect a nominated Chair and Vice Chair.
- The Committee thereafter should consider its governance arrangements for the allocation of the funds, possible application procedures, funding criteria i.e., grant application process and definition of 'need', as well as the scope for making the parishioners aware of the funding opportunity.

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#### Recommendations

- That the Council elects a Chair and Vice Chair for the 'Herbert Leaf Committee'
- That the Committee agrees a 'next steps' agenda for consideration at the Full Council/ Committee meeting on 12th September 2022; notably how the funds are to be governed and allocated for the benefit of Marlborough parishioners.

#### Town Clerk 8.6.22

<sup>2</sup> Constitution at Appendix 3

To authorise the fixing of the Common Seal of Marlborough Town Council to all documents necessary to give effect to the decisions of the meeting.



# **Marlborough Town Council**

**Quote – Full impact report and carbon audit**



## SCOPE

An environmental impact assessment and carbon audit of Marlborough Town Council's activities and properties including:

- Town Hall (1440 m<sup>2</sup>)
- MC&YC (1500 m<sup>2</sup>)
- Offices (300 m<sup>2</sup>)
- Flats & Shop (1800 m<sup>2</sup>)
- Cottages (400 m<sup>2</sup>)
- Workshop (200 m<sup>2</sup>)

The audit will be carried out in line with guidelines from 2021 IPCC Methodologies, GHG Protocols, BS EN 15978, BS EN 15084, RICS Professional Statement and PAS 2050:2011 where necessary. GHG Emissions will be grouped in accordance with the 3 scopes as defined by the Department for Business, Energy and Infrastructure and the Department for Environment, Food and Rural Affairs.

## DELIVERABLES

- Full environmental impact report on the council's activities and properties specified in the scope.
- Full tailored list of recommendations and roadmap to the various stages of carbon zero.
- A Greenleaf Certificate of Sustainable Practice or a Work in Progress Certificate towards Sustainable Practice.
- Software licence to web and app based tools for 1 year to allow the Council to track their full impact organisation wide in real-time, or near real-time, throughout the year.
- (Optional) Up to 6x Social Media press release on the part of Greenleaf regarding the council's movement and achievements towards carbon zero.

## TIMEFRAME

Audit timeframe:

- Opening meeting – 30/45 mins



- Site visit & survey – 2 days (All sites)
- Data collation and report writing – 5/9 working days
- Closing meeting – 30/45 mins

Software set up & support:

- Introduction and training for handling staff – 30 mins
- UK based support provided 9:00 to 21:00 7 days a week.

## **COST BREAKDOWN**

Impact assessment	£2275
Software licence	£0
<b>Total</b>	<b>£2275</b>

## **OTHER INFORMATION**

- The impact report is written for publication & is the council's property post release.
- In the service agreement, there are non-disclosure terms ensuring Greenleaf will not share any confidential information gathered throughout the audit without explicit written consent from the council.
- The Greenleaf Certification of Sustainability is valid for three years with more brief, surveillance audits to take place at least every 12 months across those years.

## **PROCEDURE**

To proceed, please contact Andrew Woodward on:

07922708781 or [andrew@greenleaf-tdg.com](mailto:andrew@greenleaf-tdg.com)

or Greenleaf on:

0330 133 2900 or [info@greenleaf-tdg.com](mailto:info@greenleaf-tdg.com)

They will then confirm audit dates and Greenleaf will send over a service agreement to be signed by both parties.



## APPENDIX 2

## SUBSCRIPTION BODIES

Name	Description	Link
ICO: Information Commissioner's Office	The UK's independent authority set up to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals	<a href="https://ico.org.uk/">https://ico.org.uk/</a>
WALC: Wiltshire Association of Local Councils	Wiltshire Association of Local Councils supports and advises parish, town and city councils in Wiltshire and Swindon as they support the communities in which they serve	<a href="https://www.wiltshire-alc.org.uk/about-walc/">https://www.wiltshire-alc.org.uk/about-walc/</a>
SLCC: Society of Local Clerks & Councils	As the professional body for local council clerks and senior council employees, we ensure that our members are equipped with the necessary knowledge, training and skills to thrive within their role and best support their council and community.	<a href="https://www.slcc.co.uk/">https://www.slcc.co.uk/</a>
NALC: National Association of Local Councils	National Association of Local Councils (NALC) is a membership organisation and the only national body representing the interests of local (parish and town) councils. NALC works in partnership with county associations to support, promote and improve local councils.	<a href="https://www.nalc.gov.uk/about/who-we-are">https://www.nalc.gov.uk/about/who-we-are</a>
ICCM: Institute of Cemetery & Crematorium Management	Founded 1913 and since then has provided policy and best practice guidance to Burial and Cremation authorities, its Corporate members. Represents its Corporate members at government level.	<a href="https://www.iccm-uk.com/iccm/">https://www.iccm-uk.com/iccm/</a>
Community First	Manages a wide-range of programmes to support vibrant communities and brighter futures for the people who live and work in Wiltshire and Swindon. All programmes and services aim to meet our objectives: connecting communities, tackling disadvantage, encouraging enterprise and inspiring ideas through innovation.	<a href="https://www.communityfirst.org.uk/">https://www.communityfirst.org.uk/</a>
ARK: Action for the River Kennet	Action for the River Kennet is a group of people who care about the Rivers Kennet and Pang and their tributaries. We are catchment hosts for the Kennet Catchment Partnership and joint hosts for the South Chilterns Catchment Partnership.	<a href="http://www.riverkennet.org/">http://www.riverkennet.org/</a>
Visit Wiltshire	Official Wiltshire Tourist Information site	<a href="https://www.visitwiltshire.co.uk/">https://www.visitwiltshire.co.uk/</a>
Visit Wiltshire: Great West Way	Vision is to create one of the world's premier touring routes between London and Bristol. The Ambassador Network is open to	<a href="https://www.greatwestway.co.uk/">https://www.greatwestway.co.uk/</a>

	destinations and businesses including accommodation providers, attractions, restaurants, retail outlets, tour guides, activity providers and a whole host of other organisations.	
Tower and Town	The magazine of Marlborough's community and churches	<a href="https://www.towerandtown.org.uk/">https://www.towerandtown.org.uk/</a>
Communicorp; Clerk & Councils Magazine	Independent news coverage on local council affairs across England and Wales. Published six times a year the magazine is supplied free to all Town, Parish and Community Council Clerks in England and Wales. Additional subscriptions are £12.00 per annum, per subscriber and are sent direct to their homes.	<a href="https://www.clerksandcouncilsdirect.co.uk/">https://www.clerksandcouncilsdirect.co.uk/</a>
Open Spaces Society	Britain's oldest conservation charity and dependant on public donations to keep fighting for village greens, commons and footpaths for everyone to enjoy.	<a href="https://www.oss.org.uk/">https://www.oss.org.uk/</a>
NAS: National Allotment Society	The National Allotment Society is the leading national organisation upholding the interests and rights of the allotment community across the UK. Works with government at national and local levels, other organisations and landlords to provide, promote and preserve allotments for all. Offers support, guidance and advice to members and those with an interest in allotment gardening.	<a href="https://www.nsalg.org.uk/">https://www.nsalg.org.uk/</a>
CPRE: The Countryside Charity	We believe in countryside and green spaces that are accessible to all, rich in nature and playing a crucial role in responding to the climate emergency. With a local CPRE group in every county in England, we're advocating nationwide for the kind of countryside we all want: one with sustainable, healthy communities and available to more people than ever, including those who haven't benefited before. Some people might remember us as 'The Campaign to Protect Rural England' – our previous name, and one of several in our long history. We've worked for almost a century to support and promote the countryside, and we'll be doing this for generations to come. That's why we call ourselves 'the countryside charity'.	<a href="https://www.cpre.org.uk/">https://www.cpre.org.uk/</a>

**THIS DECLARATION OF TRUST** is dated

2021

**BY**

Marlborough Town Council ('the first trustees')

The first trustees holds the sum of £69,732.23 on the trusts declared in this deed and they expect that more money or assets will be acquired by them on the same trusts.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**Administration**

The charitable trust created by this deed ('the charity') shall be administered by the trustees. (In this deed, the expression 'the trustees' refers to the individuals who are the trustees of the charity at any given time. It includes the first trustees and their successors. The word 'trustee' is used to refer to any one of the trustees.)

**Name**

The charity shall be called

Herbert Leaf Trust

**Objects**

The objects of the charity ('the objects') are:

To assist community projects in the Parish of Marlborough for the benefit of the public by making grants.

Nothing in this constitution shall authorise an application of the property of the CIO for the purposes which are not charitable in accordance with Charities Act 2011.

**Application of income and capital**

The trustees must apply the income and, at their discretion all or part of the capital, of the charity in furthering the objects.

**Powers**

In addition to any other powers they have, the trustees may exercise any of the following powers in order to further the objects (but not for any other purpose):

to raise funds. In exercising this power, the trustees must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;

to buy, take on lease or in exchange, hire or otherwise acquire property and to maintain and equip it for use;

- to sell, lease or otherwise dispose of all or any part of the property belonging to the charity. In exercising this power, the trustees must comply as appropriate with sections 117 - 122 of the Charities Act 2011;
- to borrow money and to charge the whole or any part of the property belonging to the charity as security for repayment of the money borrowed. The trustees must comply as appropriate with sections 124 - 126 of the Charities Act 2011 if they wish to mortgage land owned by the charity;
- to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects;
- to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the objects;
- to create such advisory committees as the trustees think fit;
- to employ and remunerate such staff as are necessary for carrying out the work of the charity;
- to do any other lawful thing that is necessary or desirable for the achievement of the objects.

### **Statutory powers**

Nothing in this deed restricts or excludes the exercise by the trustees of the powers given by the Trustee Act 2000 as regards investment, the acquisition or disposal of land and the employment of agents, nominees and custodians.

### **Delegation**

- (1) In addition to their statutory powers, the trustees may delegate any of their powers or functions to a committee of two or more trustees. A committee must act in accordance with any directions given by the trustees. It must report its decisions and activities fully and promptly to the trustees. It must not incur expenditure on behalf of the charity except in accordance with a budget previously agreed by the trustees.

The trustees must exercise their powers jointly at properly convened meetings except where they have:

- delegated the exercise of the powers (either under this provision or under any statutory provision), or
- made some other arrangements, by regulations under clause 23.

The trustees must consider from time to time whether the powers or functions which they have delegated should continue to be delegated.

### **Duty of care and extent of liability**

- (1) When exercising any power (whether given to them by this deed, or by statute, or by any rule of law) in administering or managing the charity, each of the trustees must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or experience that he or she has or claims to have ('the duty of care').



No trustee, and no one exercising powers or responsibilities that have been delegated by the trustees, shall be liable for any act or failure to act unless, in acting or in failing to act, he or she has failed to discharge the duty of care.

### **Appointment of trustees**

- (1) There must be at least one trustee where a corporate body is acting as a sole trustee. Apart from the first trustee, every trustee must be appointed by a resolution of the trustees passed at a special meeting called under clause 16 of this deed.

In selecting individuals for appointment as trustees, the trustees must have regard to the skills, knowledge and experience needed for the effective administration of the charity.

The trustees must keep a record of the name and address and the dates of appointment, re-appointment and retirement of each trustee.

The trustees must make available to each new trustee, on his or her first appointment:

- a copy of this deed and any amendments made to it;
- a copy of the charity's latest report and statement of accounts.

### **Eligibility for trusteeship**

- (1) No one shall be appointed as a trustee:
- if he or she is under the age of 18 years; or
  - if he or she would at once be disqualified from office under the provisions of clause 12 of this deed.

No one shall be entitled to act as a trustee whether on appointment or on any re-appointment as trustee until he or she has expressly acknowledged, in whatever way the trustees decide, his or her acceptance of the office of trustee of the charity.

### **Termination of trusteeship**

A trustee shall cease to hold office if he or she:

- (1) is disqualified for acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 or any statutory re-enactment or modification of that provision;

in the written opinion, given to the charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;

is absent without the permission of the trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated; or

notifies to the trustees a wish to resign (but only if enough trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings).

## **Vacancies**

If a vacancy occurs the trustees must note the fact in the minutes of their next meeting. Any eligible trustee may be re-appointed. If the number of trustees falls below the quorum in Clause 18(1), none of the powers or discretions conferred by this deed or by law on the trustees shall be exercisable by the remaining trustees except the power to appoint new trustees.

## **Ordinary meetings**

The trustees must hold at least two ordinary meetings each year. One such meeting in each year must involve the physical presence of those trustees who attend the meeting. Other meetings may take such form, including videoconferencing, as the trustees decide provided that the form chosen enables the trustees both to see and to hear each other.

## **Calling meetings**

The trustees must arrange at each of their meetings the date, time and place of their next meeting, unless such arrangements have already been made. Ordinary meetings may also be called at any time by the person elected to chair meetings of the trustees or by any two trustees. In that case not less than ten days' clear notice must be given to the other trustees. The first meeting of the trustees must be called by .....2022. or, if no meeting has been called within three months after the date of this deed, by any two of the trustees.

## **Special meetings**

A special meeting may be called at any time by the person elected to chair meetings of the trustees or by any two trustees. Not less than four days' clear notice must be given to the other trustees of the matters to be discussed at the meeting. However, if those matters include the appointment of a trustee or a proposal to amend any of the trusts of this deed, not less than 21 days' notice must be given. A special meeting may be called to take place immediately after or before an ordinary meeting.

## **Chairing of meetings**

The trustees at their first ordinary meeting in each year must elect one of their number to chair their meetings. The person elected shall always be eligible for re-election. If that person is not present within ten minutes after the time appointed for holding a meeting, or if no one has been elected, or if the person elected has ceased to be a trustee, the trustees present must choose one of their number to chair the meeting.

The person elected to chair meetings of the trustees shall have no other additional functions or powers except those conferred by this deed or delegated to him or her by the trustees.

## **Quorum**

- (1) Subject to the following provision of this clause, no business shall be conducted at a meeting of the trustees unless at least one-third of the total number of trustees at the time, or two trustees (whichever is the greater) are present throughout the meeting.

The trustees may make regulations specifying different quorums for meetings dealing with different types of business.

## **Voting**

At meetings, decisions must be made by a majority of the trustees present and voting on the question. The person chairing the meeting shall have a casting vote whether or not he or she has voted previously on the same question but no Trustee in any other circumstances shall have more than one vote.

## **Conflicts of interests and conflicts of loyalties**

A charity trustee must:

- (1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the charity or in any transaction or arrangement entered into by the charity which has not been previously declared; and

absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the charity and any personal interest (including but not limited to any personal financial interest).

Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

## **Saving provisions**

- (1) Subject to sub-clause (2) of this clause, all decisions of the charity trustees, or of a committee of the charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:

who is disqualified from holding office;

who had previously retired or who had been obliged by this deed to vacate office;

who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise

if without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

Sub-clause (1) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for sub-clause (1), the resolution would have been void, or if the charity trustee has not complied with clause 20 (Conflicts of interests and conflicts of loyalties).

## **Minutes**

The trustees must keep minutes, in books kept for the purpose or by such other means as the trustees decide, of the proceedings at their meetings. In the minutes the trustees must record their decisions and, where appropriate, the reasons for those decisions. The trustees must approve the minutes in accordance with the procedures, laid down in regulations made under clause 23 of this deed.

## **General power to make regulations**

- (1) The trustees may from time to time make regulations for the management of the charity and for the conduct of their business, including
- the calling of meetings;
  - methods of making decisions in order to deal with cases or urgency when a meeting is impractical;
  - the deposit of money at a bank;
  - the custody of documents; and
  - the keeping and authenticating of records. (If regulations made under this clause permit records of the charity to be kept in electronic form and requires a trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated.)

The trustees must not make regulations which are inconsistent with anything in this deed.

## **Disputes**

If a dispute arises between the trustees about the validity or propriety of anything done by the charity trustees under this deed, and the dispute cannot be resolved by agreement, the trustees party to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

## **Accounts, Annual Report and Annual Return**

The trustees must comply with their obligations under the Charities Act 2011 with regard to:

- (1) the keeping of accounting records for the charity;
- the preparation of annual statements of account for the charity;
  - the auditing or independent examination of the statements of account of the charity;
  - the transmission of the statements of account of the charity to the Commission;
  - the preparation of an Annual Report and its transmission to the Commission;
  - the preparation of an Annual Return and its transmission to the Commission.

## **Bank account**

Any bank or building society account in which any of the funds of the charity are deposited must be operated by the trustees and held in the name of the charity. Unless the regulations of the trustees make other provision, all cheques and orders for the payment of money from such an account shall be signed by at least two trustees.

## **Application of income and property**

- (1) The income and property of the charity must be applied solely towards the promotion of the objects.

A charity trustee is entitled to be reimbursed out of the property of the charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the charity.

A charity trustee may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

Subject to clause 28, none of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to any charity trustee.

## **Benefits and payments to charity trustees and connected persons**

### **(1) General provisions**

No charity trustee or connected person may:

buy or receive any goods or services from the charity on terms preferential to those applicable to members of the public;

sell goods, services or any interest in land to the charity;

be employed by, or receive any remuneration from, the charity;

receive any other financial benefit from the charity;

unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the Charity Commission ('the Commission'). In this clause a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

## **Scope and powers permitting trustees' or connected persons' benefits**

(a) A charity trustee or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the trustees do not benefit in this way.

A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity where that is permitted in accordance with, and subject to, the conditions in, section 185 of the Charities Act 2011.

Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by charity trustee or connected person.

A charity trustee or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

A charity trustee or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.

### **Payment for the supply of goods only - controls**

The charity and its charity trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

(a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity and the charity trustee or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the charity.

The amount or maximum of the payment for the goods in question does not exceed what is reasonable in the circumstances for the supply of the goods in question.

The other charity trustees are satisfied that it is in the best interests of the charity to contract with the supplier rather than someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.

The supplier is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity.

The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting.

The reason for their decision is recorded by the charity trustees in the minute book.

A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 29.

In sub-clauses (2)-(3) of this clause:

(a) 'charity' shall include any company in which the charity:

holds more than 50% of the shares; or

controls more than 50% of the voting rights attached to the shares; or

has the right to appoint one or more trustees to the board of the company.

In sub-clauses (2) and (3) of this clause 'connected person' includes any person within the definition set out in clause 32 (Interpretation).

### **Expenses**

The trustees may use the charity's funds to meet any necessary and reasonable expenses which they incur in the course of carrying out their responsibilities as trustees of the charity.

### **Amendment of trust deed**

(1) The trustees may amend the provisions of this deed, provided that:

no amendment may be made to clause 3 (Objects), clause 8 (Duty of care and extent of liability), clause 27 (Application of income and property) and clause 28 (Benefits and payments to charity trustees and connected persons) , clause 31 (Dissolution) or this clause without the prior consent in writing of the Commission; and

no amendment may be made that would have the effect of making the charity cease to be a charity at law.

no amendment may be made to alter the objects if the change would undermine or work against the previous objects of the charity.

Any amendment of this deed must be made by deed following a decision of the trustees made at a special meeting.

The trustees must send to the Commission a copy of the deed effecting any amendment made under this clause within three months of it being made.

## **Dissolution**

(1) The trustees may dissolve the charity if they decide that it is necessary or desirable to do so. To be effective, a proposal to dissolve the charity must be passed at a special meeting by a two-thirds' majority of the trustees. Any assets of the charity that are left after the charity's debts have been paid ('the net assets') must be given:

to another charity (or other charities) with objects that are the same or similar to the charity's own, for the general purposes of the recipient charity (or charities); or

to any charity for use for particular purposes which fall within the charity's objects.

The Commission must be notified promptly that the charity has been dissolved and, if the trustees were obliged to send the charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the charity's final accounts.

## **Interpretation**

(1) In this deed:

all references to particular legislation are to be understood as references to legislation in force at the date of this deed and also to any subsequent legislation that adds to, modifies or replaces that legislation

'connected person' means:

a child, parent, grandchild, grandparent, brother or sister of the trustee;

the spouse or civil partner of the trustee or of any person falling within sub-clause (a) above;

a person carrying on business in partnership with the trustee or with any person falling within sub-clause (a) or (b) above;

an institution which is controlled -

by the trustee or any connected person falling within sub-clause (a), (b), or (c) above; or

by two or more persons falling within sub-clause (d)(i), when taken together;

a body corporate in which -

the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or

two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Sections 350 - 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in sub-clause (2) above.