

#### 25/6-018 Apologies

To receive and accept apologies where valid reasons for absence have been given to the Clerk prior to the meeting.

#### 25/6-019 Declarations of Interest

To receive any declarations of interest in accordance with the requirements of the Localism Act 2011 and to consider any requests for dispensations in respects of pecuniary or nonpecuniary interests in Agenda items.

#### 25/6-020 Minutes

To resolve to approve as a correct record the notes of the meetings of the Council held on 12th May 2025 and to authorise the Chair to sign the official minutes.

<https://holbeach.parish.lincolnshire.gov.uk/downloads/file/1528/2025-6-01-draftnotes-12th-may-2025>

#### 25/6-021 Clerk

1. To receive a report from the Clerk

##### Report

**To:** Members of Holbeach Parish Council –

**From:** Jan Hearsey: Parish Clerk

**Date:** 9th June 2025

##### Subject: Clerk's report

*Due to Health & Safety concerns, I have paid for the asbestos inspection invoice at a cost of £250 and the EICR reports at a cost of £460. I have instructed the company to remove the asbestos at a cost of £960. The Deputy Clerk is sourcing quotes for the electrical work.*

*The Deputy Clerk now has a Barclaycard for use only in the Clerk's absence (Illness or annual leave).*

*I received a call from Barclays regarding SB's card etc sent to the wrong address, they have stated that as they can confirm the card was neither used or attempted to be used then they consider no data breach has occurred and will not inform the ICO, they have offered us £200 in compensation. I have asked for all this in writing but they can only send by letter, I am still waiting.*

**A Parish Clerk/RFO (Responsible Financial Officer) - Proper Officer** is a crucial figure in local government, responsible for ensuring the smooth operation of a parish council. They act as the **Proper Officer**, meaning they are legally designated to carry out the council's statutory duties. Their role includes:

- **Administrative Leadership:** They manage council meetings, prepare agendas, record minutes, and ensure decisions are implemented effectively.
- **Financial Oversight:** As the **Responsible Financial Officer**, they handle the council's finances, ensuring proper budgeting, accounting, and compliance with financial regulations.
- **Legal Compliance:** They ensure the council adheres to relevant laws and regulations, offering guidance to councillors on legal matters.
- **Community Engagement:** They serve as the main point of contact between the council and the public, responding to inquiries and facilitating communication.

##### Respecting the Parish Clerk/RFO

*The Parish Clerk/RFO is not merely an administrative assistant but a professional officer who ensures the council operates legally and efficiently. They should be respected for their expertise, independence, and dedication to public service. This means:*

- **Recognising their authority:** They are responsible for ensuring lawful decision-making and should be consulted on procedural matters.
- **Valuing their expertise:** Their knowledge of governance, finance, and law is essential for the council's success.
- **Treating them professionally:** They are employed by the council as a whole, not individual councillors, and should be treated with

fairness and respect.

Their role is vital in maintaining transparency, accountability, and efficiency within local government. Without them, councils would struggle to function effectively.

The **Local Government Act 1972, Section 101** outlines that a local authority may delegate functions to a committee, sub-committee, or an officer, but **individual councillors do not have the authority to instruct staff directly**. This principle is crucial for maintaining professional boundaries and ensuring that staff can carry out their roles effectively without undue interference.

A successful council depends on **mutual respect** between councillors and staff. Councillors are elected to represent the community and make policy decisions, while staff are employed to implement those decisions based on their expertise. When these roles are misunderstood or disregarded, it can lead to dysfunction and unnecessary conflict.

To maintain a healthy council environment, it's important for councillors to respect staff roles and focus on policy-making rather than day-to-day management. This way, both elected officials and employees can work effectively within their own responsibilities.

2. To receive an update on vacancies

#### **Vacancies**

Town Ward = 5

Hurn Ward = 3

Drove Ward = 1

3. To resolve to agree to co-options as submitted - *None submitted*

4. To note the following policy reviews with no changes: Complaints

Procedure: Code of Conduct

*Please amend the agenda item as due to changes in Standing Orders, there is one change to the code of conduct as detailed below:*

#### **Nonparticipation in case of disclosable pecuniary interest**

1. Where a matter arises at a meeting which directly relates to one of your Disclosable Pecuniary Interests as set out in Table 1, you must disclose the interest, not participate in any discussion, or vote on the matter **but and cannot** remain in the room. If it is a sensitive interest, you do not have to disclose the nature of the interest, just that you have an interest.

Dispensation may be granted in limited circumstances, to enable you to participate and vote on a matter in which you have a disclosable pecuniary interest.

<https://holbeach.parish.lincolnshire.gov.uk/downloads/file/653/councillor-code-of-conduct>

<https://holbeach.parish.lincolnshire.gov.uk/downloads/file/669/public-complaints-concerns-procedure>

#### **25/6-022 Terms of Reference**

1. To resolve to agree the Council's Term of Reference for

Committees

#### **HOLBEACH PARISH COUNCIL**

#### **COMMITTEE STRUCTURE & PROCEDURES 2025 - 2026**

#### **Committees**

There are five 'standing' committees that have powers to determine most matters within their remit, subject to any policies and budget set by the Council. The functions of the standing committees can be summarised as: -

**FINANCE & ADMIN COMMITTEE** all 'internal & external' functions & finances of the Council

**HR, H & S and DATA PROTECTION COMMITTEE** all 'Human Resources' issues, health & safety and Data Protection issues of the Council

**PPES COMMITTEE** planning, properties, planning for emergencies, speeding and highway matters

**OPEN SPACES COMMITTEE** all open spaces areas owned or managed by the Council

**EVENTS & PR COMMITTEE** all events and PR issues of the Council

The details of the terms of reference and delegation were agreed by the Parish Council on [Date](#) (minute ref [?](#)). Copies of the terms of reference are attached to this document.

#### **Sub Groups**

The Council has agreed that the HR, H & S and Data Protection Committee will have the authority to form sub groups. These will be formal groups to consider specific issues referred by the Committee and will report and make recommendations to the Committee.

#### **Public Participation**

The arrangements for Public Participation at meetings were determined as per Standing Orders and will continue at ordinary meetings of the Parish Council and standing committees.

#### **Council**

Meetings of the full Parish Council will receive committee minutes within supporting documents, as the decisions will already have been implemented under the delegation.

There will be agenda items for reports from Parish Council representatives on outside bodies.

Reports from County and District Councillors will form part of the Public Participation (as detailed above)

#### **Committee Agendas**

The Parish Council and Clerk's Reports will continue to be delivered as regular verbal /

written updates from the Parish Clerk. (Some correspondence will continue to be reported to Council where there is a requirement to formally record).  
It is best practice for Councillors to forward items for future agenda's 10 clear days before the publication of agenda documents to the clerk; however, these must be relevant to the parish council functions and within the legal remit of the authority.

#### **Officer Delegation**

The Council approved scheme of delegation for the Parish Clerk will continue.

## **2. To resolve to agree the Terms of Reference for the Finance & Admin Committee**

### **Purpose of the Committee**

The primary objective of the Committee is to assist the Parish Council in overseeing the proper financial management, financial risks, management strategy, internal and external audit, policy and treasury transactional matters

### **Membership**

2. Membership of the committee will be limited to between three and five Councillors who will be appointed annually at the Annual Council Meeting as voting members.
3. The committee shall be subject to a quorum of three of its members.
4. The Clerk/Responsible Financial Officer (RFO) shall be a standing member of the Finance Committee and responsible for the proper administration of the Parish Council's financial affairs. The Clerk/RFO has no voting powers within the Committee.

### **Chair:**

5. The chair of the committee will be elected by the members of the Committee at the Annual Parish Council meeting or first meeting of the Committee.
6. If the chair of the Committee resigns from the Committee/Council during the year a new councillor will be appointed at the next appropriate ~~Full Council~~ **Committee** meeting
7. It is advised that one member of the council should not be chair of more than one committee, in order to encourage wider participation.

### **Functions**

- Monitor and update the Financial Regulations and ensure that they are observed by the Parish Council.
- Monitor the financial administration of the Parish Council.
- Provide advice and guidance to the Chairs of other Committees of the Parish Council and to the full Parish Council on all aspects of financial management.
- Co-ordinate the detailed budget of the Parish Council and recommend to the full Parish Council the annual budget and the annual precept to be levied.
- On a monthly basis the Chair of the Finance & Admin Committee is to report to the full Parish Council on the progress of actual expenditure compared to the budget. The RFO is to prepare a monthly bank reconciliation and report it to all members.
- To ensure that the RFO prepares the accounts of the Parish Council and arranges their internal and external audits.
- Monitor the administration and review of day-to-day financial matters including internal audit of the Parish Council's income and expenditure.
- Conduct an annual review of the council's insurance policies and monitor the procedure for risk assessment of all of the Parish Council's activities.
- To make recommendations to the full Parish Council, with regards to the transfer of funds from and to a particular operating budget, including making project investments in the long and short term.
- Periodically review the procedure for making grants.
- Ensure that appropriate records are maintained of all assets and that the assets are
- adequately controlled maintained and insured.
- Meetings will be held at least once per month ~~normally on the first Monday of the month.~~
- To have an emergency spend budget of ~~£1,000~~ **£5,000** (authorised in conjunction with the Clerk) for work within the remit of the committee, ~~where prior approval cannot be obtained from full council due to time constraints.~~
- To consider forward planning and provide earmarked reserves for the replacement of equipment, vehicles, buildings and specific items of expenditure required in the future in order to lessen the precept burden in any one year.
- To seek grant aid and appropriate support in respect to the responsibilities of the Council.
- To manage the Council's asset register in conjunction with the Open Spaces and Planning, Properties, Emergency Planning and Speeding

(PPES) Committee.

- To instigate insurance claims being made.
- Monitoring all Committees income and expenditure during the financial year and where appropriate recommending action to be taken.
- To receive and review both Internal and External Audit Reports and arrange for implementation of any recommendations. The Internal Auditor carries out ~~twice a~~ an annual Audit and is appointed by the Council. The External Auditor carries out an annual Audit of the Annual Return and is appointed through legislation.
- To be responsible for the Council's IT and software
- To be responsible for the Council's electronic noticeboard, website, Facebook page, Instagram and TikTok accounts (excluding content).
- To be responsible for the Council's CCTV systems
- To be responsible for meeting venues and office accommodation.
- If a Committee is unable to meet due to being inquorate and execute it's delegated powers, business to be transacted on the agenda can be placed on the agenda of next Full Council meeting

#### **Confidentiality**

- Parts of the meetings of this Committee/Sub-Committee will be confidential to the members of the Finance & Admin Committee and Clerk with the press and the public excluded where appropriate.

### **3. To resolve to agree the Terms of Reference for the Open Spaces Committee**

#### **Open Spaces Committee Terms of Reference**

##### **Purpose of the Open Spaces Committee:**

The Committee is appointed by full Council to deal with all council managed open spaces, subject to budget, expenditure and contractual limits decided by the full Council, and reporting back to full Council as required.

##### **Membership:**

- Membership of the committee will be limited to between three and five Councillors who will be appointed annually at the Annual Council Meeting as voting members.
- If a councillor resigns from the Committee/Council during the year a new councillor will be appointed at the next appropriate Full Council meeting
- The committee shall be subject to a quorum of three of its members.

##### **Chair:**

- The chair of the committee will be elected by the committee at either the Annual Parish Council meeting or its first meeting after the Annual Parish Council meeting.
- ~~The election of a vice chairman is optional, it will however follow the same process as the election of a chairman.~~
- It is advised that one member of the council should not be chair of more than one committee, in order to encourage wider participation.

##### **Meetings:**

- The Committee shall have a set calendar and shall be convened monthly. The calendar of meetings shall be confirmed at the first meeting after the Annual Meeting of the Holbeach Parish Council.
- Additional meetings of the Open Spaces Committee can be called as and when necessary, by the chair of the Committee or the Clerk as directed, or by two members of the committee by written request to the chair at any time.
- ~~In the case of an equal vote the Chairman of the Committee shall have a second or casting vote.~~
- Meetings will be minuted by the Clerk to the Council **or Deputy Clerk** ~~another member of staff or a member of the committee.~~
- If a Committee is unable to meet due to being inquorate and execute it's delegated powers, business to be transacted on the agenda can be placed on the agenda of next Full Council meeting

##### **Specific Roles & Responsibilities:**

The Open Spaces Committee has the delegated authority from Holbeach Parish Council:

To be responsible for the management of the Council's Allotments, Parks, Playing Fields, and Cemeteries and have the ability to prioritise and manage workloads of employees in relation to these areas.

- Carters Park – including Tractor Shed
- Park Road Cemetery
- All Saints Churchyard

- Netherfield
- Hall Gate Cemetery
- Fishpond Lane Nature Reserve
- Holbeach St Johns Churchyard
- Holbeach St Johns War Memorial
- Holbeach Bank Playing field
- Allotment sites: Bass; Plank Hook, Callows; Northans Lane; Battlefields and Dog Drive
- Grass cutting sites: Holbeach Hurn playing field; Holbeach St Marks playing field
- To instruct employees to undertake work within the committee's remit
- To have a spend budget of ~~£1,000~~ £5,000 (authorised in conjunction with the Clerk) for work within the remit of the committee.
- ~~To monitor and liaise with the grass cutting contractor. To decide on the start and finish dates at the start and end of the season. To put the contract out to Tender every three years. The Tender price to be agreed by Full Council~~

**The Open Spaces Committee has further responsibility:**

- Provide a monthly report to full council, detailing any issues, changes or events that have occurred between meetings.
- To draft the budget **along with the RFO** and to liaise with the Finance and Admin Committee

**Area of operation:**

- Open spaces owned or managed by the Parish Council in the Parish and surrounding areas
- Outside facilities such as play areas and playing fields and pitches/courts owned or managed by the Parish Council.
- Outside 'street furniture' owned or managed/facilitated by the Parish Council such as benches, bins, etc.
- To manage and oversee monthly inspection of play areas and equipment.
- Services and projects delivered by the Council in relation to its owned/managed open spaces, such as the cemetery plot maintenance scheme and the operation of the public tennis courts.
- Granting of permissions to third parties to use Parish Council owned or managed open spaces.
- The management of Trees on Council owned land and managed land, including maintenance, surveying and determination of planting strategy.
- To draft, implement, review, monitor and revise all ~~documents~~ policies and Terms of Reference relating to the management of all open spaces in conjunction with the clerk, and recommend any changes to full council.
- To draft, implement, review, monitor and revise all documents relating to Health & Safety and operational matters
- Work closely with full council and other appropriate groups to develop the council's open spaces for parishioners, consulting and engaging with the public on proposals when considered necessary.
- To conduct regular lease and rent reviews where applicable and recommend any changes to Full Council.
- To conduct regular reviews of cemetery related charges and recommend any changes to Full Council.
- **To conduct regular reviews of allotment related charges and recommend any changes to Full Council.**
- If a Committee is unable to meet due to being inquorate and execute its delegated powers, business to be transacted on the agenda can be placed on the agenda of next Full Council meeting

To manage the Council's asset register in conjunction with the Finance & Admin Committee.  
Investigate, manage and deliver any special projects agreed by the Council and delegated to the Committee, in accordance with the Council's requirements.

**Confidentiality**

**Parts of the meetings of this Committee will be confidential to the members of the Open Spaces Committee and Clerk with the press and the public excluded where appropriate.**

4. To resolve to agree the Terms of Reference for the PPES Committee  
**PPES Committee**

## Terms of Reference

### Purpose

The purpose of the PPES Committee is to consider all planning applications received and comment on them in accordance with Material Planning Considerations. The Committee has delegated responsibility for the overall management of property, leases, rent reviews and maintenance of Council-owned buildings for which it has delegated powers to act on behalf of Full Council. New leases to be ratified by Full Council. The Committee is to monitor the Emergency Plan and to place and monitor the Speed indicator devices and matters of road safety. Subject to budget, expenditure and contractual limits.

### Membership

- The Committee shall comprise of 5 Councillors (~~where n is~~ but no fewer than 3 and ideally no more than 5). The Committee quorum is three (3) ~~and the Committee shall meet in each Committee cycle and/or as required.~~
- The Committee shall have a set calendar and shall be convened monthly. The calendar of meetings shall be confirmed at the first meeting after the Annual Meeting of the Holbeach Parish Council. Additional meetings of the PPES Committee can be called as and when necessary, by the chair of the Committee or the Clerk as directed, or by two members of the committee by written request to the chair at any time.
- If a councillor resigns from the Committee/Council during the year a new councillor will be appointed at the next appropriate Full Council meeting.

### Chair

The chair of the committee will be elected by the committee at either the Annual Parish Council meeting or its first meeting after the Annual Parish Council meeting.

~~The election of a vice chairman is optional, it will however follow the same process as the election of a chairman.~~

It is advised that one member of the council should not be chair of more than one committee, in order to encourage wider participation.

### Functions

- To have an emergency spend budget of ~~£1,000~~ £5,000 (authorised in conjunction with the Clerk) for work within the remit of the committee.
- To monitor all policies and procedures and to recommend any changes to Council.
- To provide a monthly report to Council detailing any issues, changes or events that have occurred between meetings.

The Committee will be responsible, in conjunction with the Clerk to the Council or other professional advisers, for:-

#### Planning

- The Planning Committee has the delegated authority from Holbeach Parish Council:
- To make representations to the Local Planning Authority on applications for planning permission which have been notified to the Council;
- To make representations in respect of appeals against the refusal of planning permission;
- To identify and make representations to the relevant authorities in respect of enforcement action or any matters considered to be breaches of planning regulations;
- To monitor, review and where necessary make recommendations to the Council for amendments to the planning consultation procedure;
- Planning applications shall be circulated to ~~Planning~~ PPES Committee members as they are received ~~and~~ before the Parish Council PPES Committee meeting and Full Council, by the Parish Clerk. The applications may be viewed on the Planning Portal at South Holland District Council.
- If a Committee is unable to meet due to being inquorate and execute its delegated powers, business to be transacted on the agenda can be placed on the agenda of next Full Council meeting

### Properties

The Committee's overall responsibilities in conjunction with the Clerk are to keep under review all Council-owned buildings, and, having

regard to health and safety issues and to any relevant environmental concerns, specifically:

- to arrange for an annual inspection of buildings to be carried out and to produce a report to Council with recommendations for maintenance work to be planned during the next financial year;
  - to respond to reports of faults, issues and problems arising in relation to any Council-owned buildings, and to arrange for repairs to be carried out in-house or recommendations made to Full Council for contractors to be appointed as necessary when outside the delegated powers of the committee;
  - to conduct regular rent and lease reviews without the need to consult Full Council
  - to review the Council's asset register on an annual basis and, in liaison with the Finance & Admin Committee, give relevant assurances to Council for the signing of the Annual Return.
- The Committee shall keep under review the Council's Financial Risk Assessment Policy (Finance and Admin Committee's responsibility) and make recommendations to the Finance & Admin Committee for any amendments or improvements required from time to time, or for any adjustments required in the Council's insurances.

### **Emergency Planning**

The Committee will oversee the implementation of any community emergency planning and resilience practices which may be agreed by the Council from time to time.

### **Speeding**

- To identify, quantify and list the major traffic management problems (parking, congestion, speeding etc.) that affect Holbeach Parish Council area and Parishes.
- To identify and evaluate feasible options for improving the traffic management problems in the Parish.
- In liaison with the relevant bodies in Lincolnshire County Council and South Holland District Council and other stakeholders.
- To manage the implementation and management of the Speed Indicator Devices.
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### **(d) Specific Sub-committees or Panels**

~~Smaller and specifically focussed Sub-committees/panels can be set up to deal with issues arising.~~

### **Confidentiality**

Parts of the meetings of this Committee/Sub-Committee will be confidential to the members of the PPES Committee and Clerk with the press and the public excluded where appropriate.

5. To resolve to agree the Terms of Reference for the Events & PR Committee

### **Events & PR Committee Terms of Reference**

#### Purpose of the Events & PR Committee:

The Committee is appointed by full Council to deal with all Council run events & PR matters, subject to budget, expenditure and contractual limits decided by the full Council, and reporting back to full Council as required.

#### Membership:

1. Membership of the committee will be limited to between three and five Councillors who will be appointed annually at the Annual Council Meeting as voting members.
2. If a councillor resigns from the Committee/Council during the year a new councillor will be appointed at the next appropriate Full Council meeting
3. The committee shall be subject to a quorum of three of its members.
4. The Clerk & Deputy Clerk will be non-voting committee members

#### Chair:

1. The chair of the committee will be elected by the committee at either the Annual Parish Council meeting or its first meeting after the Annual Parish Council meeting.
2. The election of a vice chairman is optional, it will however follow the same process as the election of a chairman.

3. It is advised that one member of the council should not be chair of more than one committee, in order to encourage wider participation.

#### Meetings:

1. The Committee shall have no set calendar and shall be convened by the calling of a meeting by the Clerk, chair of the Committee, or by two members of the committee by written request to the chair at any time.
2. ~~In the case of an equal vote the Chairman of the Committee shall have a second or casting vote.~~
3. ~~Meetings will be minuted by the Clerk to the Council, another member of staff or a member of the committee.~~

#### Specific Roles & Responsibilities:

The Events & PR Committee has the delegated authority from Holbeach Parish Council:

1. ~~To be responsible for the management of the Council's Events and have the ability to prioritise and manage workloads of employees in relation to these areas.~~
2. Social Media:-
  - To be responsible for the Council's Social Media, content only;
  - To ensure the Council has an up to date social media policy;
  - To ensure the Council and its website complies with the authorities social media policy;
  - To agree that the Council and its Members do not engage in social media chat regarding Council business unless formally instructed to do so in a public meeting of the Council;
  - To ensure social media is used for the dissemination of factual and public information only.

#### Website:-

- ~~To be responsible for the Council's Website, content only~~
- ~~To provide a modern, efficient website;~~
- ~~To ensure the website and its contents meet statutory requirements;~~
- ~~To ensure the information on the website is up to date for the benefit of readers / users;~~
- ~~To ensure the information on the website is informative and to agree the contents over and above statutory requirements;~~
- ~~To delegate the uploading of information to the website to the Clerk of the Council;~~
- ~~To comply with data protection and GDPR regulations;~~
- ~~To regularly review the content and to recommend changes to Full Council for consideration in the budget process.~~

#### The Press:-

- ~~To ensure any contact with the press is through the Clerk only and all statements will be circulated to the Committee prior to publication. Exceptions are when the press release relates to HR and Data Protection issues when it will be the HR, H & S and Data Protection Committee~~

3. To have spend budget of ~~£1,000~~ £5,000 (authorised in conjunction with the Clerk) for work within the remit of the committee.

#### The Events & PR Committee has further responsibility:

1. To regularly report back to the Parish Council on progress, issues arising and outcomes from Community Projects.
2. To draft, implement, review, monitor policies and Terms of Reference relating to council events and public relations, in conjunction with the clerk, and recommend any changes to full council.
3. To draft, implement and review documentation in relation to holding Events
4. To draft the annual budget **along with the RFO** and to liaise with the Finance & Admin Committee
  - To consider events for the community which will be facilitated, organised and run by the Parish Council on an annual basis for the benefit of all aspects / areas of community residents, paying particular attention to the councils vision.
  - To engage with community organisations in the running and organisation of events;
  - To promote community events in Council publications / on website;

- To manage the annual Royal British Legion Remembrance Parade;
- To be innovative with events and put together an events programme.
- If a Committee is unable to meet due to being inquorate and execute its delegated powers, business to be transacted on the agenda can be placed on the agenda of next Full Council meeting

### **Confidentiality**

Parts of the meetings of this Committee will be confidential to the members of the Events & PR Committee and Clerk with the press and the public excluded where appropriate.

6. To resolve to agree the Terms of Reference for the HR, H & S and Data Protection Committee

### **HR, H & S and Data Protection Committee**

#### **Terms of Reference**

#### **Purpose**

The purpose of the HR, H & S and Data Protection Committee is to oversee the organisation, employment, management and terms and conditions of employment on behalf of the Council. To deal with matters relating to Health & Safety with powers to act. To determine the purpose and manner of processing personal data according to the law.

#### **Membership**

- The Committee shall comprise of 3 Councillors (where n is no fewer than 3 and ideally no more than 5). The Committee quorum is three (3) and the Committee shall meet in each Committee cycle and/or as required.
- If a councillor resigns from the Committee/Council during the year a new councillor will be appointed at the next appropriate Full Council meeting.
- To follow best practice, it is recommended that the Chair of the Council is not a member of the HR, H & S and Data Protection Committee

#### **Chair**

The chair of the committee will be elected by the committee at either the Annual Parish Council meeting or its first meeting after the Annual Parish Council meeting.

~~The election of a vice chairman is optional, it will however follow the same process as the election of a chairman.~~

It is advised that one member of the council should not be chair of more than one committee, in order to encourage wider participation.

#### **Functions**

To have an emergency spend budget of ~~£1,000~~ £5,000 (authorised in conjunction with the Clerk) for work within the remit of the committee, ~~where prior approval cannot be obtained from full council due to time constraints.~~ To monitor all policies and procedures and to recommend any changes to Council. To provide a monthly report to Council detailing any issues, changes or events that have occurred between meetings.

The Committee will be responsible, in conjunction with the Clerk to the Council or other professional advisers, for:-

#### **HR**

- developing HR strategy
- developing and reviewing of HR policies and procedures
- staffing levels and structure
- job descriptions/person specifications
- overseeing staff recruitment, selection and appointment
- staff vetting
- staff retention
- determining or reviewing staff conditions of service and general terms of employment
- salary grading and pay including annual staff review and other remuneration matters
- leave entitlements including annual holiday, sickness, statutory entitlements and special leave
- special conditions relating to a specific post or individual
- allowances, expenses and subsistence

- working hours
- pension arrangements
- sickness absence management
- trade union membership recognition
- staff performance review/appraisals
- operation of the Council disciplinary, grievance, capability, grading and appeal procedures and equal opportunities policy
- health, safety and welfare of staff
- any other matters delegated to the Committee or deemed relevant to these terms of reference.

#### **Health & Safety**

- To deal with matters relating to Health & Safety with powers to act.
- To produce an action plan and timetable to deal with matters arising from the Health & Safety Audit Reports for Managed Open Spaces and the Office;
- To keep under review progress of such action plans and timetables giving due consideration to budgets;
- To deal with any other any other Health & Safety Audit reports that may be commissioned in the future;
- To consider Health & Safety training for staff and members; and
- To undertake any other Health & Safety project work as directed by the Council

#### **Data Protection**

- To determine the purpose and manner of processing personal data according to the law
- To ensure that the Clerk as Data Protection Officer (DPO) has no conflict of interest with this process
- To ensure that councillors and staff receive ongoing and appropriate training for Data Protection
- To conduct a survey of the Information Audit, Privacy Notices and any Risk Management to ensure compliance with Data Protection
- To receive any reports from the DPO of any manifestly unfounded FOI requests and confirm action to be taken
- To receive reports from the DPO of any investigation of breaches which might need to be undertaken
- To make an annual review of the Data Protection Policy and recommend any changes to Council which might be required
- To recommend to Council any changes which may be required in Standing Orders in respect of DP
- To recommend to Council any changes which may be required to the Job Description and Contract of Employment for the Clerk / DPO.

#### **Specific Sub-committees or Panels**

Smaller and specifically focussed Sub-committees/panels should be set up to deal with confidential personnel matters such as capability, discipline or grievances as provided for in the relevant Council procedures.

A Recruitment and Selection Panel should also be set up for example to appoint a Clerk comprising of the interview panel (of perhaps three Councillors and a professional adviser if required) who are involved throughout the recruitment and then the selection process. For all other employees this should be the Clerk plus members of the HR, H & S and Data Protection Committee

#### **Confidentiality**

Parts of the meetings of this Committee/Sub-Committee will be confidential to the members of the HR Committee and Clerk (except where the Clerk is directly involved) with the press and the public excluded where appropriate. Any Committee members that breach this confidentiality will be reported to the Monitoring Officer and removed from the Committee following recommendation from the Monitoring Officer.

#### **25/6-023 Finance & Admin Committee**

1. To note the Minutes/Draft Notes of the Committee  
<https://holbeach.parish.lincolnshire.gov.uk/downloads/file/1550/2025-6-01-fc-draft-notes-4th-june-2025>
2. To receive the report from the Chair of the Committee
3. To note the bank balances as at 31st May 2025  
<https://holbeach.parish.lincolnshire.gov.uk/downloads/file/1545/2025-may-financial-statement>
4. To resolve to agree the payments for May 2025 of £23,089.38 and

to note the income for May 2025 of £5,182.50

**5. To resolve to agree the Delegated powers of the Clerk**

*The Clerk/RFO has the following delegated powers, which in their absences passes to the Deputy Clerk:*

- ~~1.— The Parish Clerk (or authorised assistant) shall be the proper officer for all proper officer functions~~
- ~~2.— The Parish Clerk (or authorised assistant) shall carry out and implement any Council, committee, or sub-committee decision. (Not required as part of legislation)~~
3. *The Parish Clerk (or authorised assistant) may give instructions for the carrying out of routine maintenance and repair of the Council's property and land where budget provision has been made for such works.*
4. *The Parish Clerk (or authorised assistant) may take urgent decisions on behalf of the Council following consultation with the relevant Committee or Chair/Vice-Chair. In the case of any financial implication / risk to the Parish Council, usually (but not confined to) a health & safety matter, the Parish clerk must comply with limits as authorised in adopted financial regulations, and report back to the next available meeting of the Council (either full Council or committee).*

**Payments:**

*To have a spend budget of £1,000 for work within the remit of the Council.*

*To have an emergency spend budget above £1,000 up to £5,000 (authorised in conjunction with the two Councillors) for work within the remit of the Council.*

*In cases of extreme risk to the delivery of council services, the clerk may authorise revenue expenditure on behalf of the council which in the clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement, or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit of £5,000. The Clerk shall seek authorisation from two Councillors.*

*To make arrangements to pay salaries and wages to all employees of the Council.*

*To substitute alternative products/services where the originally agreed cannot be provided, subject to being no more than 10% above the original cost.*

*To authorize payments if it is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of council, where the Clerk/RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council.*

*To authorize payments if it is an expenditure item authorised under 7.1 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of council [or finance committee];*

*7.1 For each financial year the Clerk/RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Pension Fund and regular maintenance contracts and the like for which council may authorise payment for the year provided that the requirements of financial regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of council*

**Meetings:**

*The Clerk (or authorised assistant) shall arrange and call meetings of the Council, its committees and sub-committees in consultation with the relevant chairman.*

*To convene a meeting of the Council for the election of a new Chairman of the Council, occasioned by a casual vacancy in their office.*

*To accept apologies from councillors and reasons given.*

**Communication & Correspondence:**

To receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary.

The Clerk/RFO may respond to consultation documents received by the Council where no member has requested the matter be considered by a committee.

The Clerk is the press officer of the Council and can respond to questions from the press and members of the public and can put out press releases and post to social media as long as the information is factual and in line with Council policy and agreement.

The Clerk/RFO has the following delegated powers, which in their absences passes to the Deputy Clerk, where the council cannot meet due to events beyond their control – a list of all decisions and payments made under these powers should be submitted to the next meeting of the Council for review and ratification.

The Clerk/RFO (in conjunction with three councillors) can authorise payments or procure parts and services on pre-approved projects or day to day expenditure where budget provision has been made for such works. One of the three councillors should not be a signatory on the account. Requirements for obtaining quotes and tenders should be followed for the relevant procurement threshold.

In cases of extreme risk to the delivery of council services, or a health & safety matter, the clerk may authorise expenditure on behalf of the council which in the clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement, or other work, whether or not there is any budgetary provision for the expenditure. The Clerk shall seek authorisation from two Councillors.

In cases of extreme risk to the delivery of council services, a health & safety matter, or for the carrying out of routine maintenance and repair of the Council's property and land where budget provision has been made for such works; the clerk may employ temporary staff or contactors within budgetary provision pre-approved by Council. Requirements for obtaining quotes and tenders should be followed for the relevant procurement threshold.

The Parish Clerk (or authorised assistant) may take urgent decisions on behalf of the Council following consultation with two councillors. In the case of any financial implication / risk to the Parish Council, usually (but not confined to) a health & safety matter, the Parish clerk must comply with limits as authorised in adopted financial regulations, and report back to the next available meeting of the Council (either full Council or committee).

To carry out the delegated powers and responsibilities of all committees in line with relevant council policies.

6. To resolve to agree the budget movements as recommended by the Committee *None*

7. To resolve to agree the new Standing Orders

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## 5. RULES OF DEBATE AT MEETINGS

- a Motions on the agenda shall be considered in the order that they appear unless the order is changed at the discretion of the chair of the meeting.
- b A motion (including an amendment) shall not be progressed unless it has been moved and seconded.
- c A motion on the agenda that is not moved by its proposer may be treated by the chair of the meeting as withdrawn.
- d If a motion (including an amendment) has been seconded, it may be withdrawn by the proposer only with the consent of the seconder and the meeting.
- e An amendment is a proposal to remove or add words to a motion. It shall not negate the motion.
- f If an amendment to the original motion is carried, the original motion (as amended) becomes the substantive motion upon which further amendment(s) may be moved.
- g An amendment shall not be considered unless early verbal notice of it is given at the meeting and, if requested by the chair of the meeting, is expressed in writing to the chair.
- h A councillor may move an amendment to their own motion if agreed by the meeting. If a motion has already been seconded, the amendment shall be with the consent of the seconder and the meeting.
- i If there is more than one amendment to an original or substantive motion, the amendments shall be moved in the order directed by the chair of the meeting.
- j Subject to standing order 1(k), only one amendment shall be moved and debated at a time, the order of which shall be directed by the chair of the meeting.
- k One or more amendments may be discussed together if the chair of the meeting considers this expedient but each amendment shall be voted upon separately.
- l A councillor may not move more than one amendment to an original or substantive motion.
- m The mover of an amendment has no right of reply at the end of debate on it.
- n Where a series of amendments to an original motion are carried, the mover of the original motion shall have a right of reply either at the end of debate on the first amendment or at the very end of debate on the final substantive motion immediately before it is put to the vote.
- o Unless permitted by the chair of the meeting, a councillor may speak once in the debate on a motion except:
  - i. to speak on an amendment moved by another councillor;
  - ii. to move or speak on another amendment if the motion has been amended since they last spoke;
  - iii. to make a point of order;
  - iv. to give a personal explanation; or
  - v. to exercise a right of reply.
- a During the debate on a motion, a councillor may interrupt only on a point of order or a personal explanation and the councillor who was interrupted shall stop speaking. A councillor raising a point of order shall identify the standing order which they consider has been breached or specify the other irregularity in the proceedings of the meeting they are concerned by.
- b A point of order shall be decided by the chair of the meeting and their decision shall be final.
- c When a motion is under debate, no other motion shall be moved except:
  - i. to amend the motion;
  - ii. to proceed to the next business;
  - iii. to adjourn the debate;
  - iv. to put the motion to a vote;
  - v. to ask a person to be no longer heard or to leave the meeting;
  - vi. to refer a motion to a committee or sub-committee for consideration;
  - vii. to exclude the public and press;
  - viii. to adjourn the meeting; or
  - ix. to suspend particular standing order(s) excepting those which

reflect mandatory statutory or legal requirements.

- a Before an original or substantive motion is put to the vote, the chair of the meeting shall be satisfied that the motion has been sufficiently debated and that the mover of the motion under debate has exercised or waived their right of reply.
- b Excluding motions moved under standing order 1(r), the contributions or speeches by a councillor shall relate only to the motion under discussion and shall not exceed five minutes without the consent of the chair of the meeting.

## 1. DISORDERLY CONDUCT AT MEETINGS

- a No person shall obstruct the transaction of business at a meeting or behave offensively or improperly. If this standing order is ignored, the chair of the meeting shall request such person(s) to moderate or improve their conduct.
- b If person(s) disregard the request of the chair of the meeting to moderate or improve their conduct, any councillor or the chair of the meeting may move that the person be no longer heard or be excluded from the meeting. The motion, if seconded, shall be put to the vote without discussion.
- c If a resolution made under standing order 2(b) is ignored, the chair of the meeting may take further reasonable steps to restore order or to progress the meeting. This may include temporarily suspending or closing the meeting.

## 1. MEETINGS GENERALLY

Full Council meetings ●

Committee meetings ●

Sub-committee meetings ●

- a Meetings shall not take place in premises which at the time of the meeting are used for the supply of alcohol, unless no other premises are available free of charge or at a reasonable cost.
- b The minimum three clear days for notice of a meeting does not include the day on which notice was issued, the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a bank holiday or a day appointed for public thanksgiving or mourning.
- c The minimum three clear days' public notice for a meeting does not include the day on which the notice was issued or the day of the meeting unless the meeting is convened at shorter notice
- d Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public's exclusion.
- e Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda, subject to being invited to by the Chair.
- f The period of time designated for public participation at a meeting in accordance with standing order 3(e) shall not exceed zero minutes unless directed by the chair of the meeting or placed on the agenda.
- g Subject to standing order 3(f), a member of the public shall not speak for more than five minutes.
- h In accordance with standing order 3(e), a question will not require a response at the meeting nor start a debate on the question. The chair of the meeting will direct that a written or oral response be given at a later date.
- i A person shall raise their hand when requesting to speak.
- j A person who speaks at a meeting shall direct their comments to the chair of the meeting.
- k Only one person is permitted to speak at a time. If more than one person wants to speak, the chair of the meeting shall direct the order of speaking.
- l Subject to standing order 3(m), a person who

- attends a meeting is permitted to report on the meeting whilst the meeting is open to the public. To “report” means to film, photograph, make an audio recording of meeting proceedings, use any other means for enabling persons not present to see or hear the meeting as it takes place or later or to report or to provide oral or written commentary about the meeting so that the report or commentary is available as the meeting takes place or later to persons not present.
- m A person present at a meeting may not provide an oral report or oral commentary about a meeting as it takes place without permission.
- n The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.
- o Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the Chair of the Council may in their absence be done by, to or before the Vice-Chair of the Council (if there is one).
- p The Chair of the Council, if present, shall preside at a meeting. If the Chair is absent from a meeting, the Vice-Chair of the Council (if there is one) if present, shall preside. If both the Chair and the Vice-Chair are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall preside at the meeting.
- q Subject to a meeting being quorate, all questions at a meeting shall be decided by a majority of the councillors and non-councillors with voting rights present and voting.
- r The chair of a meeting may give an original vote on any matter put to the vote, and in the case of an equality of votes may exercise their casting vote whether or not they gave an original vote.
  - See standing orders 5(h) and (i) for the different rules that apply in the election of the Chair of the Council at the annual meeting of the Council.
- s Unless standing orders provide otherwise, voting on a question shall be by a show of hands. At the request of a councillor, the voting on any question shall be recorded so as to show whether each councillor present and voting gave their vote for or against that question. Such a request shall be made before moving on to the next item of business on the agenda.
  - i The minutes of a meeting shall include an accurate record of the following:
    - i. the time and place of the meeting;
    - ii. the names of councillors who are present and the names of councillors who are absent;
    - iii. interests that have been declared by councillors and non-councillors with voting rights;
    - iv. the grant of dispensations (if any) to councillors and non-councillors with voting rights;
    - v. whether a councillor or non-councillor with voting rights left the meeting when matters that they held interests in were being considered;
    - vi. if there was a public participation session; and
    - vii. the resolutions made.
- u A councillor or a non-councillor with voting rights who has a disclosable pecuniary interest or another interest as set out in the Council’s code of conduct in a matter being considered at a meeting is subject to statutory limitations or restrictions under the code on their right to participate and vote on that matter.
- v No business may be transacted at a meeting unless at least one-third of the whole number of members of the Council are present and in no case shall the quorum of a meeting be less than three.
  - See standing order 4d(viii) for the quorum of a committee or sub-committee meeting.
- w If a meeting is or becomes inquorate no business

- **shall be transacted** and the meeting shall be closed.
  - The business on the agenda for the meeting shall be adjourned to another meeting.
- x A meeting shall not exceed a period of two hours unless a vote to continue is taken.

## 2. COMMITTEES AND SUB-COMMITTEES

- a **Unless the Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.**
- b **The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Council.**
- c **Unless the Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.**
- d The Council may appoint standing committees or other committees as may be necessary, and:
- i. shall determine their terms of reference;
  - ii. shall determine the number and time of the ordinary meetings of a standing committee up until the date of the next annual meeting of the Council;
  - iii. shall permit a committee, other than in respect of the ordinary meetings of a committee, to determine the number and time of its meetings;
  - iv. shall, subject to standing orders 4(b) and (c), appoint and determine the terms of office of members of such a committee;
  - v. may, subject to standing orders 4(b) and (c), appoint and determine the terms of office of the substitute members to a committee whose role is to replace the ordinary members at a meeting of a committee if the ordinary members of the committee confirm to the Proper Officer one day before the meeting that they are unable to attend;
  - vi. shall, after it has appointed the members of a standing committee, appoint the chair of the standing committee;
  - vii. shall permit a committee other than a standing committee, to appoint its own chair at the first meeting of the committee;
  - viii. shall determine the place, notice requirements and quorum for a meeting of a committee and a sub-committee which, in both cases, shall be no less than three;
  - ix. shall determine if the public may participate at a meeting of a committee;
  - x. shall determine if the public and press are permitted to attend the meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee;
  - xi. shall determine if the public may participate at a meeting of a sub-committee that they are permitted to attend; and
  - xii. may dissolve a committee or a sub-committee.

## 1. ORDINARY COUNCIL MEETINGS

- a **In an election year, the annual meeting of the Council shall be held on or within 14 days following the day on which the councillors elected take office.**
- b **In a year which is not an election year, the annual meeting of the Council shall be held on such day in May as the Council decides.**
- c **If no other time is fixed, the annual meeting of the Council shall take place at 6pm.**
- d **In addition to the annual meeting of the Council, at least three other ordinary meetings shall be held in each year on such dates and times as the Council decides.**
- e **The first business conducted at the annual meeting of the Council shall be the election of the Chair and Vice-Chair (if there is one) of the Council.**
- f **The Chair of the Council, unless he has resigned or becomes disqualified, shall continue in office and preside at the annual meeting until their successor is elected at the**

*next annual meeting of the Council.*

- g The Vice-Chair of the Council, if there is one, unless he resigns or becomes disqualified, shall hold office until immediately after the election of the Chairman of the Council at the next annual meeting of the Council.*
- h In an election year, if the current Chair of the Council has not been re-elected as a member of the Council, he shall preside at the annual meeting until a successor Chair of the Council has been elected. The current Chair of the Council shall not have an original vote in respect of the election of the new Chair of the Council but shall give a casting vote in the case of an equality of votes.*
- i In an election year, if the current Chair of the Council has been re-elected as a member of the Council, he shall preside at the annual meeting until a new Chair of the Council has been elected. He may exercise an original vote in respect of the election of the new Chair of the Council and shall give a casting vote in the case of an equality of votes.*
- j Following the election of the Chair of the Council and Vice-Chair (if there is one) of the Council at the annual meeting, the business shall include:*

  - i. In an election year, delivery by the Chair of the Council and councillors of their acceptance of office forms unless the Council resolves for this to be done at a later date. In a year which is not an election year, delivery by the Chair of the Council of their acceptance of office form unless the Council resolves for this to be done at a later date;*
  - ii. Confirmation of the accuracy of the minutes of the last meeting of the Council;*
  - iii. Receipt of the minutes of the last meeting of a committee;*
  - iv. Consideration of the recommendations made by a committee;*
  - v. Review of delegation arrangements to committees, sub-committees, staff and other local authorities;*
  - vi. Review of the terms of reference for committees;*
  - vii. Appointment of members to existing committees;*
  - viii. Appointment of any new committees in accordance with standing order 4;*
  - ix. Review and adoption of appropriate standing orders and financial regulations.*
  - x. Review of arrangements (including legal agreements) with other local authorities, not-for-profit bodies and businesses.*
  - xi. Review of representation on or work with external bodies and arrangements for reporting back;*
  - xii. In an election year, to make arrangements with a view to the Council becoming eligible to exercise the general power of competence in the future;*
  - xiii. Review of inventory of land and other assets including buildings and office equipment;*
  - xiv. Confirmation of arrangements for insurance cover in respect of all insurable risks;*
  - xv. Review of the Council's and/or staff subscriptions to other bodies;*
  - xvi. Review of the Council's complaints procedure;*
  - xvii. Review of the Council's policies, procedures and practices in respect of its obligations under freedom of information and data protection legislation (see also standing orders 11, 20 and 21);*
  - xviii. Review of the Council's policy for dealing with the press/media;*
  - xix. Review of the Council's employment policies and procedures;*
  - xx. Review of the Council's expenditure incurred under s.137 of the Local Government Act 1972 or the general power of competence.*
  - xxi. Determining the time and place of ordinary meetings of the Council up to and including the next annual meeting of the Council.*

**1. EXTRAORDINARY MEETINGS OF THE COUNCIL,  
COMMITTEES AND SUB-COMMITTEES**

- a The Chair of the Council may convene an extraordinary meeting of the Council at any time.*
- b If the Chair of the Council does not call an extraordinary meeting of the Council within seven days of having been requested in writing to do so by two councillors, any two councillors may convene an extraordinary meeting of the Council. The public notice giving the time, place and agenda for such a meeting shall be signed by the two councillors.*

**1. PREVIOUS RESOLUTIONS**

- a A resolution shall not be reversed within six months except either by a special motion, which requires written notice by at least two councillors to be given to the Proper Officer in accordance with standing order 9, or by a motion moved in pursuance of the recommendation of a committee or a sub-committee.*
- b When a motion moved pursuant to standing order 7(a) has been disposed of, no similar motion may be moved for a further six months.*

**1. VOTING ON APPOINTMENTS**

- a Where more than two persons have been nominated for a position to be filled by the Council and none of those persons has received an absolute majority of votes in their favour, the name of the person having the least number of votes shall be struck off the list and a fresh vote taken. This process shall continue until a majority of votes is given in favour of one person. A tie in votes may be settled by the casting vote exercisable by the chair of the meeting.*

**1. MOTIONS FOR A MEETING THAT REQUIRE WRITTEN  
NOTICE TO BE GIVEN TO THE PROPER OFFICER**

- a A motion shall relate to the responsibilities of the meeting for which it is tabled and in any event shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically affects the Council's area or its residents.*
- b No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer either by email or in writing, at least seven clear days before the meeting. Clear days do not include the day of the notice or the day of the meeting.*
- c The Proper Officer may, before including a motion on the agenda received in accordance with standing order 9(b), correct obvious grammatical or typographical errors in the wording of the motion.*
- d If the Proper Officer considers the wording of a motion received in accordance with standing order 9(b) is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it, so that it can be understood, in writing or by email from their recognised email address, to the Proper Officer at least seven clear days before the meeting.*
- e If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chair of the forthcoming meeting or, as the case may be, the councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.*
- f The decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.*
- g Motions received shall be recorded and numbered in the order that they are received.*
- h Motions rejected shall be recorded with an explanation by the Proper Officer of the reason for rejection.*

## **1. MOTIONS AT A MEETING THAT DO NOT REQUIRE WRITTEN NOTICE**

- a The following motions may be moved at a meeting without written notice to the Proper Officer:*
- i. to correct an inaccuracy in the draft minutes of a meeting;*
  - ii. to move to a vote;*
  - iii. to defer consideration of a motion;*
  - iv. to refer a motion to a particular committee or sub-committee;*
  - v. to appoint a person to preside at a meeting;*
  - vi. to change the order of business on the agenda;*
  - vii. to proceed to the next business on the agenda;*
  - viii. to require a written report;*
  - ix. to appoint a committee or sub-committee and their members;*
  - x. to extend the time limits for speaking;*
  - xi. to exclude the press and public from a meeting in respect of confidential or other information which is prejudicial to the public interest;*
  - xii. to not hear further from a councillor or a member of the public;*
  - xiii. to exclude a councillor or member of the public for disorderly conduct;*
  - xiv. to temporarily suspend the meeting;*
  - xv. to suspend a particular standing order (unless it reflects mandatory statutory or legal requirements);*
  - xvi. to adjourn the meeting; or*
  - xvii. to close the meeting.*

## **1. MANAGEMENT OF INFORMATION**

See also standing order 20.

- a The Council shall have in place and keep under review, technical and organisational measures to keep secure information (including personal data) which it holds in paper and electronic form. Such arrangements shall include deciding who has access to personal data and encryption of personal data.*
- b The Council shall have in place, and keep under review, policies for the retention and safe destruction of all information (including personal data) which it holds in paper and electronic form. The Council's retention policy shall confirm the period for which information (including personal data) shall be retained or if this is not possible the criteria used to determine that period (e.g. the Limitation Act 1980).*
- c The agenda, papers that support the agenda and the minutes of a meeting shall not disclose or otherwise undermine confidential information or personal data without legal justification.*
- d Councillors, staff, the Council's contractors and agents shall not disclose confidential information or personal data without legal justification.*

## **1. DRAFT MINUTES**

- Full Council meetings ●
- Committee meetings ●
- Sub-committee meetings ●

*a If the draft minutes of a preceding meeting have been served on councillors with the agenda to attend the meeting at which they are due to be approved for accuracy, they shall be taken as read.*

*b There shall be no discussion about the draft minutes of a preceding meeting except in relation to their accuracy. A motion to correct an inaccuracy in the draft*

minutes shall be moved in accordance with standing order 10(a)(i).

c The accuracy of draft minutes, including any amendment(s) made to them, shall be confirmed by resolution and shall be signed by the chair of the meeting and stand as an accurate record of the meeting to which the minutes relate.

d If the chair of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, they shall sign the minutes and include a paragraph in the following terms or to the same effect:

“The chair of this meeting does not believe that the minutes of the meeting of the ( ) held on [date] in respect of ( item ) were a correct record but this view was not upheld by the meeting and the minutes are confirmed as an accurate record of the proceedings.”

- **e If the Council's gross annual income or expenditure (whichever is higher) does not exceed £25,000, it shall publish draft minutes on a website which is publicly accessible and free of charge not later than one month after the meeting has taken place.**

f Subject to the publication of draft minutes in accordance with standing order 12(e) and standing order 20(a) and following a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall not be taken as a formal record of the meeting.

## 2. CODE OF CONDUCT AND DISPENSATIONS

See also standing order 3(u).

- a All councillors and non-councillors with voting rights shall observe the code of conduct adopted by the Council.
- b Unless they have been granted a dispensation, a councillor or non-councillor with voting rights shall be required to withdraw from a meeting while it is considering a matter in which they have a disclosable pecuniary interest. They may return to the meeting after it has considered the matter in which they had the interest.
- c Unless they have been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which they have another interest if so required by the Council's code of conduct. They may return to the meeting after it has considered the matter in which they had the interest.
- d **Dispensation requests shall be in writing and submitted to the Proper Officer** as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.
- e A decision as to whether to grant a dispensation shall be made by the Proper Officer and that decision is final.
- f A dispensation request shall confirm:
- i. the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates;
  - ii. whether the dispensation is required to participate at a meeting in a discussion only or a discussion and a vote;
  - iii. the date of the meeting or the period (not exceeding four years) for which the dispensation is sought; and
  - iv. an explanation as to why the dispensation is sought.
- g Subject to standing orders 13(d) and (f), a dispensation request

shall be considered by the Proper Officer before the meeting or, if this is not possible, at the start of the meeting for which the dispensation is required.

- h A dispensation may be granted in accordance with standing order 13(e) if having regard to all relevant circumstances any of the following apply:***
  - i. without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business;***
  - ii. granting the dispensation is in the interests of persons living in the Council's area; or***
  - iii. it is otherwise appropriate to grant a dispensation.***

## **1. CODE OF CONDUCT COMPLAINTS**

- a Upon notification by the Principal Council that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Council shall consider what, if any, action to take against them. Such action excludes disqualification or suspension from office.***

## **1. PROPER OFFICER**

- a The Proper Officer shall be either (i) the clerk or (ii) other staff member(s) nominated by the Council to undertake the work of the Proper Officer when the Proper Officer is absent.***

***b The Proper Officer shall:***

- i. at least three clear days before a meeting of the council, a committee or a sub-committee,***
  - *serve on councillors by delivery or post at their residences or by email authenticated in such manner as the Proper Officer thinks fit, a signed summons confirming the time, place and the agenda (provided the councillor has consented to service by email), and***
  - *Provide, in a conspicuous place, public notice of the time, place and agenda (provided that the public notice with agenda of an extraordinary meeting of the Council convened by councillors is signed by them).***

*See standing order 3(b) for the meaning of clear days for a meeting of a full council and standing order 3(c) for the meaning of clear days for a meeting of a committee;*

- ii. subject to standing order 9, include on the agenda all motions in the order received unless a councillor has given written or email notice at least seven days before the meeting confirming their withdrawal of it;***
- iii. convene a meeting of the Council for the election of a new Chair of the Council, occasioned by a casual vacancy in their office;***
- iv. facilitate inspection of the minute book by local government electors;***
- v. receive and retain copies of byelaws made by other local authorities;***
- vi. hold acceptance of office forms from councillors;***
- vii. hold a copy of every councillor's register of interests;***
- viii. assist with responding to requests made under freedom of information legislation and rights exercisable under data protection legislation, in accordance with the Council's relevant policies and procedures;***
- ix. liaise, as appropriate, with the Council's Data Protection Officer (if there is one);***
- x. receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary;***
- xi. assist in the organisation of, storage of, access to, security of and destruction of information held by the Council in paper and electronic form subject to the requirements of data protection and freedom of information legislation and other legitimate***

requirements (e.g. the Limitation Act 1980);

- xii. *arrange for legal deeds to be executed; (see also standing order 23);*
- xiii. *arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the Council in accordance with its financial regulations;*
- xiv. *record every planning application notified to the Council and the Council's response to the local planning authority in a spreadsheet for such purpose;*
- xv. *refer a planning application received by the Council to the Council within two working days of receipt to facilitate an extraordinary meeting if the nature of a planning application requires consideration before the next ordinary meeting of the PPES Committee or Council.*
- xvi. *manage access to information about the Council via the publication scheme; and*
- xvii. *retain custody of the seal of the Council (if there is one) which shall not be used without a resolution to that effect. (see also standing order 23).*

#### **1. RESPONSIBLE FINANCIAL OFFICER**

- a *The Council shall appoint appropriate staff member(s) to undertake the work of the Responsible Financial Officer when the Responsible Financial Officer is absent.*

#### **1. ACCOUNTS AND ACCOUNTING STATEMENTS**

- a *"Proper practices" in standing orders refer to the most recent version of "Governance and Accountability for Local Councils – a Practitioners' Guide".*

- b *All payments by the Council shall be authorised, approved and paid in accordance with the law, proper practices and the Council's financial regulations.*

- c *The Responsible Financial Officer shall supply to each councillor as soon as practicable after the end of each month a statement to summarise:*

- i. *the Council's receipts and payments (or income and expenditure) for each month;*
- ii. *the Council's aggregate receipts and payments (or income and expenditure) for the year to date;*
- iii. *the balances held at the end of the month being reported and*

*which includes a comparison with the budget for the financial year and highlights any actual or potential overspends.*

- d *As soon as possible after the financial year end at 31 March, the Responsible Financial Officer shall provide:*

- i. *each councillor with a statement summarising the Council's receipts and payments (or income and expenditure) for the year to date for information; and*
- ii. *to the Council the accounting statements for the year in the form of Section 2 of the annual governance and accountability return, as required by proper practices, for consideration and approval.*

- e *The year-end accounting statements shall be prepared in accordance with proper practices and apply the form of accounts determined by the Council (receipts and payments, or income and expenditure) for the year to 31 March. A completed draft annual governance and accountability return shall be presented to all councillors at least seven days prior to anticipated approval by the Council. The annual governance and accountability return of the Council, which is subject to external audit, including the annual governance statement, shall be presented to the Council for consideration and formal approval before 30 June.*

#### **1. FINANCIAL CONTROLS AND PROCUREMENT**

- a. *The Council shall consider and approve financial regulations*

drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:

- i. the keeping of accounting records and systems of internal controls;
- ii. the assessment and management of financial risks faced by the Council;
- iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
- iv. the inspection and copying by councillors and local electors of the Council's accounts and/or orders of payments; and
- v. whether contracts with an estimated value below £30,000 due to special circumstances are exempt from a tendering process or procurement exercise.
  - a. Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
  - b. Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
    - i. a specification for the goods, materials, services or the execution of works shall be drawn up;
    - ii. an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
    - iii. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer, or by Email marked Tender Confidential;
    - iv. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
    - v. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
  - a. Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
- b. **Where the value of a contract is likely to exceed the threshold specified by the Government from time to time, the Council must consider whether the contract is subject to the requirements of the current procurement legislation and, if so, the Council must comply with procurement rules. NALC's procurement guidance contains further details.**

## 1. HANDLING STAFF MATTERS

- a. A matter personal to a member of staff that is being considered by a meeting of HR, H & S and Data Protection committee is subject to standing order 11.
- b. Subject to the Council's policy regarding absences from work, the Council's most senior member of staff shall notify the chair of the HR committee, if he is not available, the vice-chair if there is one of the committee of absence occasioned by illness or other reason and that person shall report such absence to the HR committee.
- c. The chair of the HR committee or in their absence, the vice-chair shall upon a resolution conduct a review of the performance and annual appraisal of the work of the Clerk/RFO. The reviews and appraisal shall be reported in writing and are subject to approval by resolution by the HR committee.
- d. Subject to the Council's policy regarding the handling of grievance matters, the Council's most senior member of staff

*(Clerk or other members of staff) shall contact the chair of the HR committee the vice-chair of the HR committee in respect of an informal or formal grievance matter, and this matter shall be reported back and progressed by resolution of the HR committee.*

- e Subject to the Council's policy regarding the handling of grievance matters, if an informal or formal grievance matter raised by [Clerk or other members of staff] relates to the chair or vice-chair of the HR committee this shall be communicated to another member of the HR committee which shall be reported back and progressed by resolution of the HR committee.*
- f Any persons responsible for all or part of the management of staff shall treat as confidential the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters.*
- g In accordance with standing order 11(a), persons with line management responsibilities shall have access to staff records referred to in standing order 19(f).*

#### **1. RESPONSIBILITIES TO PROVIDE INFORMATION**

*See also standing order 21.*

- a In accordance with freedom of information legislation, the Council shall publish information in accordance with its publication scheme and respond to requests for information held by the Council.*
  - a. [If gross annual income or expenditure (whichever is the higher) exceeds £200,000] The Council, shall publish information in accordance with the requirements of the Local Government (Transparency Requirements) (England) Regulations 2015.*

#### **1. RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION**

*(Below is not an exclusive list).*

*See also standing order 11.*

- a The Council may appoint a Data Protection Officer.*
- b The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning their personal data.*
- c The Council shall have a written policy in place for responding to and managing a personal data breach.*
- d The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.*
- e The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.*
- f The Council shall maintain a written record of its processing activities.*

#### **1. RELATIONS WITH THE PRESS/MEDIA**

- a Requests from the press or other media for an oral or written comment or statement from the Council, its councillors or staff shall be handled in accordance with the Council's policy in respect of dealing with the press and/or other media.*

#### **1. EXECUTION AND SEALING OF LEGAL DEEDS**

*See also standing orders 15(b)(xii) and (xvii).*

a A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.

**[Subject to standing order 23(a), any two councillors may sign, on behalf of the Council, any deed required by law and the Proper Officer shall witness their signatures.]**

The above is applicable to a Council without a common seal.

## 1. COMMUNICATING WITH DISTRICT AND COUNTY OR UNITARY COUNCILLORS

- a An invitation to attend a meeting of the Council shall be sent, together with the agenda, to the ward councillor(s) of the District and County Council OR Unitary Council representing the area of the Council.
- b Unless the Council determines otherwise, a copy of each letter sent to the District and County Council OR Unitary Council shall be sent to the ward councillor(s) representing the area of the Council.

## 1. RESTRICTIONS ON COUNCILLOR ACTIVITIES

- a. Unless duly authorised no councillor shall:
- i. inspect any land and/or premises which the Council has a right or duty to inspect; or
- ii. issue orders, instructions or directions.

## 1. STANDING ORDERS GENERALLY

- a All or part of a standing order, except one that incorporates mandatory statutory or legal requirements, may be suspended by resolution in relation to the consideration of an item on the agenda for a meeting.
- b A motion to add to or vary or revoke one or more of the Council's standing orders, except one that incorporates mandatory statutory or legal requirements, shall be proposed by a special motion, the written notice by at least two councillors to be given to the Proper Officer in accordance with standing order 9.
- c The Proper Officer shall provide a copy of the Council's standing orders to a councillor as soon as possible.
- d The decision of the chair of a meeting as to the application of standing orders at the meeting shall be final.

## 8. To resolve to agree the NFU direct debit

Thank you for choosing to pay by Direct Debit.

Amounts will be collected using this Reference Number: 003110809 from the bank account you gave us:

Account Name : HOLBEACH PARISH COUNCIL  
Bank Sort Code : 20-50-73  
Bank Account Number : \*\*\*\*4844

Please check that the above bank account details and enclosed Credit Agreement are correct and then keep them safe. Please see overleaf for a full list of the amounts we will be collecting using your Direct Debit Instruction.

Details of the Direct Debit Guarantee which is offered by all Banks and Building Societies are quoted on the reverse of this letter. You have the right to cancel your Direct Debit at any time, but this may affect your insurance cover.

If you have any further queries, please contact us on one of the numbers below.

Total Amount Payable

£952.55

### Direct Debit Payment Schedule

| Collection date | Payment | Collection date | Payment |
|-----------------|---------|-----------------|---------|
| 19/06/2025      | £79.37  | 19/12/2025      | £79.37  |
| 21/07/2025      | £79.37  | 19/01/2026      | £79.37  |
| 19/08/2025      | £79.37  | 19/02/2026      | £79.37  |
| 19/09/2025      | £79.37  | 19/03/2026      | £79.37  |
| 20/10/2025      | £79.37  | 20/04/2026      | £79.37  |
| 19/11/2025      | £79.37  |                 |         |

Your Direct Debit payment of £79.37 due on 19th June 2025 has been calculated as follows:

Loan payment due on 19/05/2025 £79.48  
Loan payment due on 19/06/2025 £79.37  
Less amount received -£79.48

Total £79.37

## 9. To resolve to agree the review of assets

<https://holbeach.parish.lincolnshire.gov.uk/downloads/file/642/asset-register>

## 10. To resolve to agree the review of subscriptions and direct debits

| Holbeach Parish Council Direct Debits & Standing Orders as at June 2024 |                  |                         |                                 |                |           |
|---|------------------|-------------------------|---------------------------------|----------------|-----------|
| Day of month  | Frequency        | Payee                   | For?                            | Amount         |           |
| 1st   | monthly          | E-On                    | Gas Coubro                      |                | £340.00   |
| 1st   | monthly          | Greenzone               | Bin Hall Gate                   | variable       |           |
| 1st   | Apr-Jan          | SHDC                    | Business rates- Coubro          | Cannot publish |           |
| 1st   | Apr-Jan          | SHDC                    | Business rates- Coubro          | Cannot publish |           |
| 1st   | Apr-Nov          | SHDC                    | Business rates- Coubro          | Cannot publish |           |
| 1st   | Apr-Jan          | SHDC                    | Business rates- Coubro          | Cannot publish |           |
| 1st   | Apr-Jan          | SHDC                    | Business rates- Hall Gate       | Cannot publish |           |
| 1st   | Apr-Jan          | SHDC                    | Business rates - Coubro         | Cannot publish |           |
| 1st   | Apr-Jan          | SHDC                    | Business rates - digital board  | Cannot publish |           |
| 3rd   | December         | ICO                     | ICO annual fee                  | variable       |           |
| 6th   | monthly          | British Gas trading     | Electric workshop Park Bungalow | variable       |           |
| 9th   | monthly          | FI Group                | IT support                      |                | £135.30   |
| 11th  | Jan/Apr/July/Oct | Scottish Hydro-electric | Toilets & pavilion Carters Park | variable       |           |
| 13th  | monthly          | Sky Business            | Phone & broadband office        | variable       |           |
| 14th  | monthly          | Now Pensions            | Staff pensions                  | variable       |           |
| 15th  | monthly          | O2                      | Sim's                           | variable       |           |
| 21st  | monthly          | E-on next               | Electric cemetery chapels       | variable       |           |
| 27th  | May-Feb          | SHDC                    | Council Tax Park Bungalow       | Cannot publish |           |
| 28th  | monthly          | BG Business             | Electric Coubro                 | variable       |           |
| 30th  | bi-annually      | PWLB                    | Loan Hall Gate                  |                | £2,932.46 |
| Subscriptions   |                  |                         |                                 |                |           |
|   | annually         | LALC                    |                                 |                |           |
|   | annually         | SLCC                    |                                 |                |           |
|   | annually         | ICCM                    |                                 |                |           |

**25/6-024 AGAR** To consider and approve documents relating to the 2024- 2025 AGAR -*Following the Finance meeting of 04-06-25 and consultation with the Internal Auditor, the order of the agenda items is no issue and is used by many Councils. The auditor has removed the word "majority" from the report as this was a "figure of speech" This must be agreed tonight, the Clerk/RFO will not be available to sign after the 13th June and this cannot be delegated.*

1. To receive the Annual Internal Auditor’s Report 2024/2025



### Internal Audit Report

This narrative internal audit report is to be read in conjunction with the Annual Internal Auditor’s Report for the Annual Governance and Accountability Return.

|                   |                             |
|-------------------|-----------------------------|
| Council:          | Holbeach Parish Council     |
| Internal Auditor: | John Kilcoyne               |
| Year Ending:      | 31 <sup>st</sup> March 2025 |
| Date of Report    | 17 <sup>th</sup> May 2025   |

Internal audit is the periodic independent review of a council’s internal controls resulting in an assurance report designed to improve the effectiveness and efficiency of the activities and operating procedures under the council’s control. Managing the council’s internal controls should be a day-to-day function of the council through its staff and management and not left for internal audit. It would be incorrect to view internal audit as the detailed inspection of all records and transactions of a council to detect error or fraud. This report is based on the evidence made available to me and consequently the report is limited to those matters set out below.

**The council is required to take appropriate action on all matters raised in reports from internal and external audit and to respond to matters brought to its attention by internal and external audit. Failure to take appropriate action may lead to a qualified audit opinion.**

#### To the Chairman of Holbeach Parish Council

This report was compiled in May 2025 and includes inspection of

- the parish council website
- documents and other information requested from the Clerk to Council

relating to council business between April 2024 and March 2025. One remote meeting was held with the Clerk to Council.

Attention is drawn to the internal auditor’s report from 2023-2024. Evidence has been found on inspection that recommendations from this report has been acted upon. This narrative report for 2024-2025 is provided for full council for consideration alongside the Annual Internal Auditor’s Report.

At the time of completion of this report, council has 10 seats filled with 8 vacancies. Council has an ongoing schedule of review of standing orders, financial regulations, other key documents. As reported in previous reports, appropriate accounting records are kept throughout the financial year, including financial risk assessments with internal controls, identification of s137 payments and appropriate recovery of VAT. Payroll continues to be managed inhouse with deductions for HMRC, NI and pension made appropriately. Declarations to the Pensions Regulator are up to date. Earmarked reserves are identified for specific purposes within the budget documentation and reviewed appropriately. Council minutes show regular detailed discussion, approvals and resolutions relating to finances. The annual budget and precept are approved by council as required.

Approval for the 2023-2024 AGAR was carried out correctly with the period available for the inspection of public records satisfactory. Examination of the minutes for June 2024 show that each section of the AGAR was approved in turn, in accordance with best practice and recommendations from the 2023-2024 internal auditor's report.

The clerk and council are once again to be commended for their diligence in taking account of earlier recommendations and for their achievement in meeting all the criteria required for the AIAR.

**Council's responsibilities as a trustee**

The AIAR for 2023-2024 reported as below for objective O:

|  | Yes | No | Not applicable | Explanation         |
|--|-----|----|----------------|---------------------|
| <b>O</b> (For local councils only)<br>Trust funds (including charitable) – The council met its responsibilities as a trustee |     |    | ✓              | No charitable trust |

The internal auditor understands that the relationship between the council and the Carters Park Charity has changed, with trustee responsibilities and management in the process of being transferred to council. Charity meetings and accounts are held separately to council, and legal

support has been commissioned in drafting new management agreements.

Based on the information provided, it is clear that this is a work in progress and council will continue to develop and monitor the relationship with the charity. The internal auditor is satisfied that council is approaching this transfer correctly and is meeting its responsibilities as a trustee. Assertion O for 2024-2025 is accordingly recorded as Yes.

Thanks are offered to the clerk to council for her assistance in the scrutiny of documents and council business prior to the completion of this report.

Yours faithfully,

*J Kilcoyne*

John Kilcoyne  
Internal Auditor for Lincolnshire Association of Local Councils  
17th May 2025

2. To consider recommendations or matters arising from the internal auditor's narrative report *None*

3. To receive and recommend to Full Council to consider the bank reconciliation 2024-2025.

| Bank reconciliation – pro forma   |                         |           |   |
|---|-------------------------|-----------|---|
| This reconciliation should include <b>all</b> bank and building society accounts, including short term investment accounts. It <b>must</b> agree to Box 8 in the column headed "Year ending 31 March 20xx" in Section 2 of the AGAR – and will also agree to Box 7 where the accounts are prepared on a receipts and payments basis. Please complete the highlighted boxes, remembering that unrepresented cheques should be entered as negative figures. |                         |           |   |
| Name of smaller authority:  | Holbeach Parish Council |           |   |
| County area (local councils and parish meetings only):  | Lincolnshire            |           |   |
| <b>Financial year ending 31 March 2025</b>  |                         |           |   |
| Prepared by (Name and Role):  | Jan Hearsey Clerk/RFO   |           |   |
| Date:   | 14/04/2025              |           |   |
|   |                         | £         | £ |
| <b>Balance per bank statements as at 31/3/25</b>  |                         |           |   |
| Barclays Current  |                         | 3,680.1   |   |
| Barclays saver  |                         | 13,496.0  |   |
| CCLA  |                         | 329,278.5 |   |



- iii) the name and address of the local auditor;
- iv) the provisions contained in section 26 (inspection of documents etc.) and section 27 (right to make objections at audit) of the Act, as they have effect in relation to the authority in question;

**HOW DO YOU DO IT?**

- 4) You will meet statutory requirements if you fully and accurately complete the notice of public rights pro forma in this document, and publish (including publication on the smaller authority's website) the following documents, the day before the public rights period commences:
- a) the approved Sections 1 and 2 of either Form 2 or 3, whichever is relevant to your smaller authority, of the AGAR; and
  - b) the completed Notice of Public Rights and Publication of Unaudited Annual Governance & Accountability Return. Please note that we have pre-completed it with the following suggested dates: Tuesday 3 June – Monday 14 July 2025. (The latest possible dates that comply with the statutory requirements are Tuesday 1 July – Monday 11 August 2025); and
  - c) the notes which accompany the Notice (Local authority accounts: a summary of your rights).

Where the authority has answered 'No' to any assertions on Section 1, as stated on the face of Section 1 of the AGAR, a sufficiently detailed explanation of the reasons must be published with the AGAR on the authority's website.

Smaller authority name:           **HOLBEACH PARISH COUNCIL**          

**NOTICE OF PUBLIC RIGHTS AND PUBLICATION OF  
UNAUDITED ANNUAL GOVERNANCE & ACCOUNTABILITY  
RETURN**

**ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2025**

**Local Audit and Accountability Act 2014 Sections 26 and 27  
The Accounts and Audit Regulations 2015 (SI 2015/234)**

| NOTICE  | NOTES  |
|---|--|
| <p><b>1. Date of announcement</b> _____ <b>10<sup>TH</sup> June 2025</b><br/>_____ (a)</p> <p><b>2. Each year the smaller authority's Annual Governance and Accountability Return (AGAR) needs to be reviewed by an external auditor appointed by Smaller Authorities' Audit Appointments Ltd. The unaudited AGAR has been published with this notice. As it has yet to be reviewed by the appointed auditor, it is subject to change as a result of that review.</b><br/><b>Any person interested has the right to inspect and make copies of the accounting records for the financial year to which the audit relates and all books, deeds, contracts, bills, vouchers, receipts and other documents relating to those records must be made available for inspection by any person interested. For the year ended 31 March 2025, these documents will be available on reasonable notice by application to:</b><br/><br/>(b) <u>          Jan Hearsey Clerk/RFO, Coubro Chambers, 11 West End, Holbeach, PE12 7LW, Tel: 01406 426739, clerk@holbeachpc.com          </u></p> <p>commencing on (c) <u>          <b>Wednesday 11 June 2025</b>          </u></p> <p>and ending on (d) <u>          <b>Tuesday 22 July 2025</b>          </u></p> <p><b>3. Local government electors and their representatives also have:</b></p> <ul style="list-style-type: none"> <li>• The opportunity to question the appointed auditor about the accounting records; and</li> <li>• The right to make an objection which concerns a matter in respect of which the appointed auditor could either make a public interest report or apply to the court for a declaration that an item of account is unlawful. Written notice of an objection must first be given to the auditor and a copy sent to the smaller authority.</li> </ul> <p>The appointed auditor can be contacted at the address in paragraph 4 below for this purpose between the above dates only.</p> <p><b>4. The smaller authority's AGAR is subject to review by the appointed auditor under the provisions of the Local Audit and Accountability Act 2014, the Accounts and Audit Regulations 2015 and the NAO's Code of Audit Practice 2015. The appointed auditor is:</b><br/><br/><b>PKF Littlejohn LLP (Ref: SBA Team)</b><br/>15 Westferry Circus<br/>Canary Wharf<br/>London E14 4HD<br/>(sba@pkf.lj.com)</p> <p><b>5. This announcement is made by (e) <u>          Jan Hearsey Clerk/RFO          </u></b></p> | <p>(a) Insert date of placing of the notice which must be not less than 1 day before the date in (c) below</p> <p>(b) Insert name, position and address/telephone number/ email address, as appropriate, of the Clerk or other person to which any person may apply to inspect the accounts</p> <p>(c) Insert date, which must be at least 1 day after the date of announcement in (a) above and at least 30 working days before the date appointed in (d) below</p> <p>(d) The inspection period between (c) and (d) must be 30 working days inclusive and must include the first 10 working days of July.</p> <p>(e) Insert name and position of person placing the notice – this person must be the responsible financial officer for the smaller authority</p> |

**LOCAL AUTHORITY ACCOUNTS: A SUMMARY OF YOUR RIGHTS**

Please note that this summary applies to all relevant smaller authorities, including local councils, internal drainage boards and 'other' smaller authorities.

**The basic position**

The [Local Audit and Accountability Act 2014](#) (the Act) governs the work of auditors appointed to smaller authorities. This summary explains the provisions contained in Sections 26 and 27 of the Act. The Act and the [Accounts and Audit Regulations 2015](#) also cover the duties, responsibilities and rights of smaller authorities, other organisations and the public concerning the accounts being audited.

As a local elector, or an interested person, you have certain legal rights in respect of the accounting records of smaller authorities. As an interested person you can inspect accounting records and related documents. If you are a local government elector for the area to which the accounts relate you can also ask questions about the accounts and object to them. You do not have to pay directly for exercising your rights. However, any resulting costs incurred by the smaller authority form part of its running costs. Therefore, indirectly, local residents pay for the cost of you exercising your rights through their council tax.

**The right to inspect the accounting records**

Any interested person can inspect the accounting records, which includes but is not limited to local electors. You can inspect the accounting records for the financial year to which the audit relates and all books, deeds, contracts, bills, vouchers, receipts and other documents relating to those records. You can copy all, or part, of these records or documents. Your inspection must be about the accounts, or relate to an item in the accounts. You cannot, for example, inspect or copy documents unrelated to the accounts, or that include personal information (Section 26 (6) – (10) of the Act explains what is meant by personal information). You cannot inspect information which is protected by commercial confidentiality. This is information which would prejudice commercial confidentiality if it was released to the public and there is not, set against this, a very strong reason in the public interest why it should nevertheless be disclosed.

When smaller authorities have finished preparing accounts for the financial year and approved them, they must publish them (including on a website). There must be a 30 working day period, called the 'period for the exercise of public rights', during which you can exercise your statutory right to inspect the accounting records. Smaller authorities must tell the public, including advertising this on their website, that the accounting records and related documents are available to inspect. By arrangement you will then have 30 working days to inspect and make copies of the accounting records. You may have to pay a copying charge. The 30 working day period must include a common period of inspection during which all smaller authorities' accounting records are available to inspect. This will be

1-14 July 2025 for 2024/25 accounts. The advertisement must set out the dates of the period for the exercise of public rights, how you can communicate to the smaller authority that you wish to inspect the accounting records and related documents, the name and address of the auditor, and the relevant legislation that governs the inspection of accounts and objections.

#### The right to ask the auditor questions about the accounting records

You should first ask your smaller authority about the accounting records, since they hold all the details. If you are a local elector, your right to ask questions of the external auditor is enshrined in law. However, while the auditor will answer your questions where possible, they are not always obliged to do so. For example, the question might be better answered by another organisation, require investigation beyond the auditor's remit, or involve disproportionate cost (which is borne by the local taxpayer). Give your smaller authority the opportunity first to explain anything in the accounting records that you are unsure about. If you are not satisfied with their explanation, you can question the external auditor about the accounting records.

The law limits the time available for you formally to ask questions. This must be done in the period for the exercise of public rights, so let the external auditor know your concern as soon as possible. The advertisement or notice that tells you the accounting records are available to inspect will also give the period for the exercise of public rights during which you may ask the auditor questions, which here means formally asking questions under the Act. You can ask someone to represent you when asking the external auditor questions.

Before you ask the external auditor any questions, inspect the accounting records fully, so you know what they contain. Please remember that you cannot formally ask questions, under the Act, after the end of the period for the exercise of public rights. You may ask your smaller authority other questions about their accounts for any year, at any time. But these are not questions under the Act.

You can ask the external auditor questions about an item in the accounting records for the financial year being audited. However, your right to ask the external auditor questions is limited. The external auditor can only answer 'what' questions, not 'why' questions. The external auditor cannot answer questions about policies, finances, procedures or anything else unless it is directly relevant to an item in the accounting records. Remember that your questions must always be about facts, not opinions. To avoid misunderstanding, we recommend that you always put your questions in writing.

#### The right to make objections at audit

You have inspected the accounting records and asked your questions of the smaller authority. Now you may wish to object to the accounts on the basis that an item in them is in your view unlawful or there are matters of wider concern arising from the smaller authority's finances. A local government elector can ask the external auditor to apply to the High Court for a declaration that an item of account is unlawful, or to issue a report on matters which are in the public interest. You must tell the external auditor which specific item in the accounts you object to and why you think the item is unlawful, or why you think that a public interest report should be made about it. You must provide the external auditor with the evidence you have to support your objection. Disagreeing with income or spending does not make it unlawful. To object to the accounts you must write to the external auditor stating you want to make an objection, including the information and evidence below and you must send a copy to the smaller authority. The notice must include:

- confirmation that you are an elector in the smaller authority's area;
- why you are objecting to the accounts and the facts on which you rely;
- details of any item in the accounts that you think is unlawful; and
- details of any matter about which you think the external auditor should make a public interest report.

Other than it must be in writing, there is no set format for objecting. You can only ask the external auditor to act within the powers available under the [Local Audit and Accountability Act 2014](#).

#### A final word

You may not use this 'right to object' to make a personal complaint or claim against your smaller authority. You should take such complaints to your local Citizens' Advice Bureau, local Law Centre or to your solicitor. Smaller authorities, and so local taxpayers, meet the costs of dealing with questions and objections. In deciding whether to take your objection forward, one of a series of factors the auditor must take into account is the cost that will be involved, they will only continue with the objection if it is in the public interest to do so. They may also decide not to consider an objection if they think that it is frivolous or vexatious, or if it repeats an objection already considered. If you appeal to the courts against an auditor's decision not to apply to the courts for a declaration that an item of account is unlawful, you will have to pay for the action yourself.

For more detailed guidance on public rights and the special powers of auditors, copies of the publication [Local authority accounts: A guide to your rights](#) are available from the NAO website.

If you wish to contact your authority's appointed external auditor please write to the address in paragraph 4 of the *Notice of Public Rights and Publication of Unaudited Annual Governance & Accountability Return*.

7. To recommend to Full Council to complete and sign the Annual Governance Statement 2024-2025. *Following the Finance meeting of 04-06-25 the advice from the Internal auditor is to answer "yes" to box 4 as the Council did provide proper opportunity during the year for the exercise of public rights in accordance with the requirements of the Accounts & Audit Regulations, in fact this Council actually did more than was required*

8. To receive to sign the Accounting Statements 2024-2025.

#### 25/6-025 Open Spaces Committee

1. To note the Committee Minutes/Draft Notes

<https://holbeach.parish.lincolnshire.gov.uk/downloads/file/1535/2025-6-01-os-draft-notes-21st-may-2025>

2. To receive a report from the Chair of the Committee.

3. To resolve to agree the Cemetery Policy as recommended by the Committee

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## 1. Introduction

The purpose of this Policy Document is to set out the Holbeach Prish Council Bereavement Services "in-house" rules which apply to the provision of the bereavement services and to provide a useful guide to members of the public who require these said services.

Please note, the explanatory notes set out in this policy document do not form part of the Rules but have been inserted into the Policy Document in italics so as to explain the provisions and reasons for the Rules.

All graves will be sold subject to the Rules set out in this Policy Document (which may be amended from time to time by the Council), together with any statutory legislation relating to

- 1) the provision of the services and
- 2) the management, regulation and control of Council owned and/or managed cemeteries and issued by central government, and any other competent authority under which the Council is bound to comply.

These Rules apply throughout to all cemeteries and crematoria owned or managed by the Council. Should anyone have any queries in connection with the Rules and guidance set out in this Policy Document, in the first instance they should contact the Clerk at the Council Office. Any complaints will be dealt with in accordance with the Council's Complaints Policy.

## 2. Terms of Reference and Definitions

In this Policy Document, unless the context otherwise requires the following terms shall have the meanings given to them below:

"the Council" means the Holbeach Prish Council

"Holbeach Parish Council Bereavement Services" means the Bereavement Services department of the Council;

"Cemetery, Cemeteries or Site" means any cemetery or currently owned or managed by the Council

"Exclusive Right of Burial" means an exclusive right of burial granted in accordance with Rule 4.2.3 "Lawn Grave" - means a grave which is mainly laid to lawn and which complies with Rules 4.13.2

"Memorial" means an object serving as a remembrance and for the purposes of these rules include a headstone, cross, kerb, landing, edging, stone chippings, vase, flat memorial tablet, wooden grave markers, temporary grave markers and those memorials permitted under Rule 6

"Memorial Rules" means those rules set out under Rule 6 of this Policy Document Clerk (Bereavement)" means the Clerk for Bereavement Services and includes his/her deputies, assistants and or his or her representative.

"Policy Document" means this document which sets out the Rules

"Register of Burials" means a register of all burials in a Cemetery kept and maintained by the Council

"Rules" means the Holbeach Parish Council "in house" rules set out in this Policy Document.

"Right of Burial" means a right of burial granted in accordance with Rule 4.2.2

"Table of Fees" means the list of fees and charges for goods and services provided by Holbeach Parish Council

"the Administration Office" means the administration office at Coubro Chambers, 11 West End, Holbeach. PE12 7LW

"Traditional Grave" – means a grave which is edged by raised kerbs and complies with Rules 4.13.4

"Working Day" means between 09:00 to 16:00 Monday to Friday inclusive but does not include any days which are bank holidays, public holidays or Council statutory days (a copy of the Council's statutory days can be provided upon request).

## 3. General Rules and Guidance

3.1 Other than as set out to the contrary in this Policy Document or in exceptional circumstances, the opening and closing times of the Cemeteries are displayed at the entrances to each Site and are as follows:

### **Park Road Cemetery**

1<sup>st</sup> April to 30<sup>th</sup> September – 07:30 to sunset

1<sup>st</sup> October to 31<sup>st</sup> March – 08:00 to sunset

### **Hall Gate Cemetery**

Always open

3.2 No person shall trade any goods or services within any of the Cemeteries except with the prior written permission of the Clerk (Bereavement) To help protect visitors consumer rights and to ensure that the bereaved can visit the cemeteries without fear of being disturbed.

3.3 Dogs are permitted in Cemeteries but must be kept on a lead. Cemeteries are suitable areas for exercising dogs provided they are kept under control and on a lead. Owners must pick up any waste from their dogs.

3.4 The speed limit in force at all of the Sites is a maximum of 10 miles per hour.

This helps protect the safety of other visitors and our staff.

3.5 Vehicles must not leave any roadway within the Cemeteries except with the permission of the Clerk (Bereavement)

This protects our grounds and burial sections from unnecessary damage and avoids the need for reinstatement works and prevents additional upset to other families.

3.6 All funeral corteges must be at the main entrance gates of the site where the

funeral has been arranged by the agreed booked time. It is essential that funerals arrive on time at the Cemetery to ensure the efficient operation of the service.

3.7 Whilst at the Cemetery all funeral corteges shall be under the control of the Clerk (Bereavement) and all hearses and accompanying vehicles must be driven to those areas of the sites as directed by him/her.

The staff on site will be responsible for the burial and ensuring the cortege reaches the correct location. The funeral director or other appointed person will work in co-operation with the staff on site to ensure the funeral is completed in a dignified and respectful manner.

3.8 The Council reserves the right to exclude from any Site any persons not being mourners or persons directly connected with a funeral at the Cemetery. Such a right may be exercised by the Clerk (Bereavement) on behalf of the Council.

In some cases it may be necessary to close the Sites to visitors due to an extremely large funeral or on the request of the police or another authority.

3.9 When notice of burial or cremation is given and where it is anticipated that a funeral is one at which a large number of persons may be expected to assemble, then the applicant or his or her representative shall notify the Clerk (Bereavement) accordingly.

If notification of a large attendance is given measures can be put in place by the staff to ensure the service is not compromised or disrupted in any way.

3.10 If any damage is caused to Cemetery land, walls or premises by any cause whatsoever, the person or persons committing such damage will be held responsible by the Council.

The service area will always attempt to recover full costs for any damage caused by visitors in order to protect the available budgets for the upkeep, maintenance and improvement of the service.

3.11 No photography or filming shall be allowed within the Cemetery except with the consent of the Clerk (Bereavement). Families or a representative of a family however may photograph an individual Memorial. Some visitors may be offended by being filmed or photographed within the cemeteries or whilst attending funerals.

3.12 Employees of the Council shall not be allowed to execute any private work whatsoever within any of the Cemeteries.

Staff in Bereavement Services are not allowed to accept any form of payment or gratuity from members of the public. If you require any works within the Cemeteries please contact the Administration Office where our staff will be happy to provide you with the relevant information.

3.13 No music (whether live or recorded) shall be played within the Cemeteries by any person except with the permission of the Clerk (Bereavement).

Music can disturb other visitors to the Cemeteries. Permission will generally be granted for music to accompany a funeral service including live music.

3.14 Dead flowers, spent wreaths or other articles of waste or litter must be placed in the appropriate receptacles provided throughout the Cemeteries. Any floral items found 'past their best' within any areas of the Cemeteries may be removed without notice by Holbeach Parish Council Bereavement Services' staff. This allows our staff to keep the cemeteries areas tidy for our visitors.

3.15 All persons in the Cemeteries must take all reasonable care in order to protect their own safety. Any children under the age of 16 whilst attending an interment should be accompanied by a responsible adult.

3.16 Visitors must conduct themselves in a quiet and orderly manner and must keep to the roads and pathways, except when visiting graves. This ensures that the Cemetery are used in the manner to which is expected from our visitors.

3.17 All persons admitted to any of the Cemeteries will be subject to the Rules set out in this Policy Document. Any person infringing the Regulations may be removed from the Cemetery by a member of staff of Holbeach Parish Council Bereavement Services.

3.18 The Council reserves the right to make any alterations to the Rules as and when required. As the service changes and improves it may be necessary to amend the current regulations accordingly or at short notice. Wherever possible when this happens Bereavement Services will take all reasonable steps to inform those affected by any changes.

## 4. Burial Rules and Guidance

### 4.1 Bookings

4.1.1 All initial bookings for a burial (including the burial of cremated remains) in any Cemetery must first be made to the Administration Office either by telephone or in person and confirmed in writing as soon as possible thereafter using the Council's specified form referred to in 4.1.2 below. This ensures all of our relative processes and procedures can be followed to minimise any problems that may arise.

4.1.2 For all burials a notice of an interment using the Council's specified form must be delivered to the Administration Office on a Working day as follows:

a) in the case of an interment in any by 9.30 am at least two (2) Working Days prior to the interment;

This ensures that the staff of Holbeach Parish Council Bereavement Services and Contractors have enough notification to excavate a grave in preparation for a burial.

4.1.3 At the discretion of the Clerk (Bereavement) : an interment at shorter notice than that provided for by Rule 4.1.2 may be provided:

a. in a case of emergency certified by a medical practitioner; or  
b. For those requiring burial due to cultural need in which case the burial will be subject to the agreed Short Notice' burial procedure.

Holbeach Parish Council Bereavement Services will try wherever possible to facilitate burials at any time providing that all statutory documentation is in place but this is dependent on staff availability to undertake the necessary checks and preparatory works.

4.1.4 A notice of interment shall be given only on the form provided by the Council and such form shall be duly completed in all respects and be signed by the person applying for the interment.

It is a statutory requirement that a burial cannot take place without the consent of the burial authority. (Holbeach Parish Council)

4.1.5 No alteration to a notice of interment is permitted unless

1) a written request for any such alteration has been submitted to the Administration Office and  
2) such alteration has been agreed by the Clerk (Bereavement).

Only alterations to arrangements can be accepted in writing prior to the burial date, this ensures there can be no misunderstandings if verbal

alterations only are given.

4.1.6 All fees and charges in respect of an interment will be invoiced at the time of registration of the notice of the interment. The invoice will be raised against the person submitting the application.

In usual circumstances this will be the Funeral Director acting on behalf of the bereaved. Payment of fees may also be made direct to the Administration Office by the applicant for the interment.

4.1.7 The person responsible for the interment shall make all the necessary arrangements with the minister or other person intended to officiate at the interment, including the payment of the minister's fee. Holbeach Parish Council Bereavement Services do not provide a minister or officiate as part of its service.

## 4.2 Grave Selection & Purchase of Exclusive Rights of Burial

4.2.1 Holbeach Parish Council Bereavement Services may grant upon such terms and conditions as it considers appropriate, to any individual an Exclusive Right of Burial. Enquiries relating to such rights can be made to the Administration Office.

### 4.2.2 Exclusive Right of Burial

4.2.3.1 An Exclusive Right of Burial allows the purchaser of such a right to burial in an agreed grave space. A grave which is subject to an Exclusive Right of Burial may not be opened and no one may be buried there without the owner's permission (other than where the provisions of Rule 4.3 apply).

~~The person purchasing the grave has the right to select a grave space (Park Road cemetery only) in advance of the burial subject to making an appointment with the administration office.~~

4.2.3.2 No Right of Burial for a full size grave will be sold to any person until a Grave Type selection sheet has been completed by the proposed purchaser and returned to Holbeach Parish Council Bereavement Services Administration Offices clearly identifying if a Lawn or Traditional grave is required. This document is essential to inform grave owners as to what type of grave is being provided and contains images of both lawn and traditional graves whereby the proposed owner must sign to identify how they want the grave to look in the future and avoid any unnecessary disputes over future memorialisation.

4.2.3.3 An Exclusive right of Burial may be granted for a period of no more than 99 years beginning with the date upon which the grant is made and upon such terms and conditions as the Council deems appropriate. The Council may extend the period of such a grant for up to 99 years from the date upon which the extension is granted. The fee for an Exclusive Right of Burial is set out in the Table of Fees.

Under the current legislation, an Exclusive Right of Burial may only be granted for a certain length of time.

4.2.3.4 An Exclusive Right of Burial does not constitute any ownership of land. It is purely the right to have a burial in a selected grave. The rights are granted on the understanding that the owner of those rights complies with the Rules set out in this Policy Document, in particular any such Rules which are applicable to the particular type of grave and/or memorial to which the Exclusive Right of Burial relates. For example, if an Exclusive Right of Burial is granted in respect of a Lawn Grave, then the grant holder will be required to comply with the Rules relating specifically to Lawn Graves. The purchase of burial rights is not in any way the purchase of the land in which the grave lies, it is essential that the public are aware that the grave is sold on a lease basis and that the only rights with that lease are the rights to a burial in the grave and to place a subsequent memorial.

4.2.3.5 On the purchase of the Exclusive Right of Burial a Deed of Grant shall be issued to the person by whom or on whose behalf the said exclusive Right of Burial is purchased.

4.2.3.6 The purchase of the Exclusive Right of Burial in any grave includes the right to erect and maintain a Memorial on that grave space subject to the regulations concerning memorials set out under Rule 6

This allows for a Memorial to be placed on a grave without need for additional rights to be granted.

4.2.3.7 The holder of the Exclusive Right of Burial may surrender his/her right at any time in respect of the grave or grave space where the said right has not been exercised (ie where no burial has taken place and/or no memorial has been placed on the grave).

Some people purchase a grave in advance but then later decide it is no longer required. As the grave is unused it is permissible for the Council to sell the right of burial to another person.

## 4.3 Transfer of Exclusive Right of Burial

4.3.1 An Exclusive Right of Burial to a grave space may be transferred by deed or bequeathed by will.

4.3.2 In cases where the owner of the Exclusive Right or Burial ("the grant holder") is still alive the transfer may be done by completion of a Deed of Assignment. A Deed of Assignment is available from the Administration Office. This form should be completed and signed by the grant holder and the person taking ownership of the said right and submitted to the Administration Office together with the original Deed of Grant. A new Deed of Grant will be then issued to the new holder of the said right. A fee, as set out in the Table of Fees, in connection with this service is payable to Holbeach Parish Council Bereavement Services. This is the recognised legal way of transfer of grave rights where the grant holder is alive.

4.3.3 Where the grant holder is deceased, and provided that the Exclusive Right Burial has not been specifically left to another person, then upon production of a will or letters of administration the Exclusive Right of Burial may be legally transferred to the person in possession of the Letters of Administration or the beneficiary of the residue of the estate

under the terms of the grant holder's will. The grave rights form part of the estate of the deceased and can thereby be transferred to the appropriate person upon proof being submitted to the Administration Office of Bereavement Services.

4.3.4 In cases where the grant holder is deceased and there is no will or Letters of Administration available then the Exclusive Right of Burial may not be transferred to another person however a further burial in the grave space may be permissible (if there is available depth) subject to the applicant for the burial completing a Statutory Declaration and ensuring that any other person equally entitled counter signs the Statutory Declaration. A statutory declaration must be witnessed by a Solicitor or a Commissioner for Oaths. This is a legally recognised way of dealing with this issue.

#### 4.4 Plan of Cemetery

4.4.1 In accordance with current legislation the Council keeps and maintains plans showing all used grave spaces and those graves or grave spaces to which special rights appertain (ie an Exclusive Right of Burial). Such plans are kept at the Council Offices and are available for inspection, free of charge on any Working Day. This is a legal requirement as well as an operational requirement of the service.

#### 4.5 Register of Burials

4.5.1 All burials carried out in the Cemeteries are recorded in a Register of Burial, one for each Cemetery. The Registers of Burials are kept in the Administration Office and digitally and are available for inspection by appointment on any Working Day at the Administration Office by any person free of charge.

4.5.2 If requested, searches of the Register of Burials can be made by a member of Holbeach Parish Council Bereavement Services and a certified copy of an entry or entries relating to any grave space or interment in the Register of Burials will be provided. A fee is payable for this service in accordance with the Table of Fees. This is a legal obligation of the Burial Authority to keep and maintain records of burials in the Cemeteries and the current legislation permits the Council to charge a fee for a search of the Register of Burials and to provide certified copies of entries of the said register..

#### 4.6 Burial Procedure

4.6.1 Before a grave space which is subject to an Exclusive Right of Burial can be opened, the written consent of the owner of the Exclusive Right of Burial, or his or her legal representative, must be submitted to Holbeach Parish Council Bereavement Services at the Administration Office together with the original Deed of Grant. If the original Deed of Grant has been mislaid /lost a sworn Statutory Declaration relating to the loss of the original Deed of Grant will be required. The Council must be satisfied that the person requesting the burial is the person legally entitled to the Exclusive Right of Burial..

4.6.2 In cases where the person intended to be interred was the owner of the Exclusive Right of Burial immediately before his death, the Council if requested by the person giving notice of the interment, has the power to order that the grave space be re-opened for the interment of the deceased owner without obtaining the consent of his or her executor or other representative. The registered grave owner has a legal right to be buried in any grave space they own the rights to.

4.6.3 All bodies brought to the Cemeteries for burial shall be contained in a suitable coffin. All cremated remains must also be held in a suitable container. The coffin or suitable container must be clearly marked for identification purposes and include the full name and age of the deceased. To properly respect the deceased and also prevent distress that may be caused to other visitors or staff is essential that the body of the deceased person is properly covered. Cremated remains will only be accepted in a suitable container prior to burial or scattering within the grounds ( Hall Gate cemetery for the later).

4.6.4 Interments shall be permitted as follows:  
Between 10:30 and 15:00 Excluding bank and public holidays and Council statutory days It is essential that set times for burials are offered in order to ensure the smooth operation of the service.

4.6.5 Prior to the burial being undertaken, the Registrar's Certificate for Disposal or Coroner's Order for Burial must be handed to the Clerk (Bereavement) or his representative unless the person who has arranged for the burial to take place is able to provide a signed written declaration in the prescribed form confirming that the Registrar's Certificate for Disposal or the Coroner's Order for Burial has been issued and the reason as to why the said document cannot be delivered to the Clerk (Bereavement). This declaration or the relevant certificate must be handed in prior to the burial taking place. These are legal documents that must be submitted prior to the burial being allowed to take place. Should a valid reason be given for the absence of the above document(s) and on confirmation with the Registrars service it is possible to facilitate a burial on completion of a standard declaration available from the administration office. This ensures that a funeral can still go ahead and reduce any upset to the bereaved family.

4.6.6 The person arranging the funeral or his/her representative shall ensure that they have sufficient persons to transfer the coffin from the vehicle to the grave side and lower the coffin into the grave. In all cases this should be a minimum of 4 persons for a burial of an adult. It is the responsibility of the funeral director or the person making the funeral arrangements to ensure enough people are present to transfer the coffin from the hearse/vehicle to the grave side and lower the coffin to the base of the grave.

#### 4.7 Grave Preparation and Backfilling

4.7.1 Other than where the provisions of Rule 4.7.8 may apply, all excavation works and backfilling of graves will only be undertaken by the contractors who are trained to a recognised and accredited standard. As a Health and Safety issue it is not possible to allow any other person to excavate any grave space within the Cemeteries.

4.7.2 Grave spaces in the Cemetery shall be in accordance with the following measurements:- Full Adult grave space - Maximum of 10ft long by 4ft wide.  
In order to effectively lay out and plan the Cemeteries it is necessary to provide a maximum dimension to each grave space. Should a larger grave space than this be required a request to the Clerk Bereavement Services should be submitted.

4.7.3 Graves shall be excavated to a maximum depth of:  
4'6" for 1 interment.  
This is so that the Council can comply with the current legislation in this regard.

4.7.4 The positions of the head and the feet of a grave space in all the Cemeteries shall be as designated by the Council. In order to manage the layout of the cemeteries Holbeach Parish Council Bereavement Services will decide on the location of sections and graves within those sections.

4.7.5 A grave shall be of sufficient width and length to admit a coffin to the size specified on the notice of interment. It is the responsibility of the person making the

funeral arrangements to provide accurate measurements of the coffin size to ensure the correct size grave is prepared.

4.7.6 A grave shall be suitably matted and dressed prior to a burial taking place unless otherwise requested by the applicant or representative acting on their behalf. In order to provide an aesthetically pleasing environment all graves will be 'dressed' prior to burial. Should any persons not require this service instructions should be submitted in writing to the Clerk (Bereavement) at the Administration Office.

4.7.7 At the discretion of the Clerk (Bereavement) and where safe and possible to do so the Council will allow family backfilling to take place under supervision of Holbeach Parish Council Bereavement Services' staff. In the event of a family wishing to backfill the grave after the service, details must be included on the original notice of interment. Some families find this an appropriate way to pay their final respects to the deceased. In all cases Holbeach Parish Council Bereavement Services' staff will be present to oversee and supervise the backfilling and provide assistance where necessary.

#### **4.8 Burial of Stillborn Children and NVF**

4.8.1 No interment of a stillborn child shall be permitted unless the Registrar's Certificate for Disposal or the Coroner's Order for Burial is deposited with the Clerk (Bereavement) before burial. This is a statutory requirement.

4.8.2 The body of any stillborn child brought to the Cemetery for burial must be enclosed in a suitable receptacle. To properly respect the deceased and also prevent distress that may be caused to other visitors or staff is essential that the body of any deceased person is properly covered.

4.8.3 Burial of stillborn and NVF is permitted in any privately owned grave space, or in the dedicated Baby and Still Born burial sections. This allows for a choice for the bereaved.

4.8.4 Memorials for burials in the dedicated Still Born and NVF sections of the Cemeteries must be purchased and arranged through Holbeach Parish Council Bereavement Services

#### **4.9 Grave Aftercare**

4.9.1 The Council will manage the aftercare and maintenance of the cemeteries as they see fit and in accordance with the service standards set out by Holbeach Parish Council Bereavement Services. This includes levelling, turfing or seeding areas within the Cemeteries as required.

Under Article 4 of the Local Authorities' Cemeteries Order 1977 the burial authority has a duty to keep a cemetery in good order and repair Bereavement services employ trained and qualified staff to undertake the grounds maintenance duties, although families may choose to tend their own graves it is mandatory that any major works required are requested through the administration office.

#### **4.10 Grave Types**

4.10.1 Holbeach Parish Council Bereavement Services offer a range of grave types available for full burials. These are:

- a) Lawn Grave
- b) Cremated Remains Graves
- c) Traditional Graves

##### **4.10.2 Lawn Graves**

4.10.2.1 New Lawn Graves are currently available at Park Road Cemetery, and Hall Gate Cemetery.

4.10.2.2 Where possible all new Lawn Graves are set out with a concrete foundation to allow for the placing of a Memorial. This allows for a memorial to be placed immediately after or if required before the actual burial takes place.

4.10.2.3 Other than a headstone placed on the foundation at the head of the grave no memorialisation (and for the avoidance of doubt this includes kerbs, fences, edgings, chippings, plantings or borders of any description) is permitted on a Lawn Grave. Lawn Graves are required to be clear of any materials to allow for regular and easy maintenance and also ensure that all families who purchase a grave on a lawn section are able to keep and maintain a lawn effect throughout the section. Traditional graves which allow for kerbs, edgings and plantings are available, upon request, in Hall Gate Cemetery.

4.10.2.4 A memorial placed on a Lawn Grave in accordance with Rule 4.10.2.3 is subject to the Memorial Rules contained in this document.

##### **4.10.3 Traditional Graves**

4.10.3.1 Traditional Graves are currently available at Hall Gate Cemetery. A choice of grave types allows the bereaved to correctly ensure they can choose the correct type of grave to meet their needs.

4.10.3.2 Traditional Graves are laid out to allow for full kerbs, edgings and landings to be placed upon the graves. Planting of suitable bedding plants within the kerbs is permitted. Kerbs and edgings must be no bigger than 7' x 3'. The full grave space within the kerbs or edgings may be planted with suitable bedding plants or chippings may be placed within the edgings on top of a landing slab. The grave spaces are 7' long x 4' wide at the maximum. All memorialisation must be contained within these dimensions. The area within the kerb edgings is the responsibility of the grave owner who may place any suitable and approved material within the edgings or plant the area with suitable bedding plants. Shrubs and trees will not be permitted.

4.10.3.3 Traditional Graves are laid out in a low maintenance area of the Cemeteries.

The area is classed as 'low maintenance' and does not have any lawn or grassed areas. This enables the grounds staff to adequately maintain the whole of the Cemetery to an acceptable standard.

4.10.3.4 It is the responsibility of the family/next of kin of the deceased buried in a Traditional Grave to properly maintain any planted area of a Traditional Grave.

The registered grave owner holds the responsibility for maintaining the grave including its planting and condition of the memorial.

4.10.3.5 Any Memorial placed on a Traditional Grave is subject to the Memorial Rules.

4.10.3.6 The maintenance of the internal area is the responsibility of the family/next of kin of the deceased who is buried in the grave. Should any Traditional Grave become untidy or neglected in the view of the staff of Bereavement Services where possible, Holbeach Parish Council Bereavement Services will notify the registered grave owner that the Traditional Grave has become untidy or neglected

and that Holbeach Parish Council Bereavement Services' staff will remove any planting/layer of bark, mulch or similar ground covering within the next 14 days unless notified by the family/next of kin within that 14 day timescale that they will tidy up the grave within the next 5 days. Prior to any works commencing by Holbeach Parish Council Bereavement Services the area will be photographed and kept on file.

#### **4.10.4 Cremated Remains Graves**

4.10.4.1 Graves for the provision of cremated remains are provided at Park Road Cemetery & Hall Gate Cemetery. Dedicated cremated remains burial plots are available at the above locations.

4.10.4.2 Cremated remains may also be interred in any other full size grave where an Exclusive Rights of Burial has been granted provided that the owner of the Exclusive Right of Burial has given the necessary permission to inter in that grave, or if desired, in an unpurchased grave space. Burials of cremated remains are available in any grave or a full size adult grave if required (a burial must have already taken place).

4.10.4.3 Cremated remains must be held in a container suitable for burial. The container must have the full name of the deceased clearly visible. Suitable identification of the deceased person is essential to ensure the correct remains are interred in the correct grave.

4.10.4.4 No burial of cremated remains will be permitted unless a copy of the Certificate of Cremation from the crematorium where the cremation took place, is delivered to the Administration Office, together with the necessary completed notice of interment and the prescribed fee.

This is to comply with current legislation.

#### **4.11 Application of the Rules to certain graves in existence prior to the coming into force of the Policy Document – March 2025**

4.11.1 Holbeach Parish Council Bereavement Services acknowledge that there may be some graves within the Sites which were already in existence prior to the coming into force of this Policy Document and which will not comply with the Rules set out in this Policy Document. In some circumstances the Council reserves the right to use its discretion to waive some or all of these Rules with respect to such graves on the condition that such graves are well kept and maintained by the owners of the graves and/or their families/heirs.

4.11.2 The following rules will also apply to any such graves:-

4.11.2.1 Any such grave that is in a designated lawn section will be regularly inspected by staff of Holbeach Parish Council Bereavement Services;

4.11.2.2 Should any grave situated within a designated lawn section become untidy or neglected in the view of the staff of Holbeach Parish Council Bereavement Services, where possible, Holbeach Parish Council Bereavement Services will notify the registered grave owner that the grave has become untidy or neglected and/or contains any unauthorised memorials such as fences, kerbs or edgings on or around the lawn grave which fall into a state of disrepair the area, and if following 14 days of such notification the grave has not been properly maintained/repared or made tidy or within the said 14 day timescale the grave owner, family or next of kin have not notified Holbeach Parish Council Bereavement Services that they will maintain/repair and/or make tidy the grave within the next 5 days, then the necessary works will be carried out by Holbeach Parish Council Bereavement Services. This ensures that neglected graves are restored to a neat and tidy appearance for the benefit of all of our visitors and the grounds staff who maintain the areas.

4.11.2.3 In respect of Rule 4.11.2.2 once any items are removed and any works carried out on the grave the future management/maintenance of the grave space will fall under the Rules set out in this Policy Document and no further discretion on the part of the Council as to waiving such Rules will be applied. This ensures that the problems of unauthorised memorials do not reoccur in the future and ensures the grounds are kept in a neat and tidy condition.

4.11.3.1 The Rules set out in 4.11 extend to cremated remains and traditional graves where any unauthorised memorialisation becomes neglected. This allows for the Authority to deal with any grave space regardless of its type should it become neglected.

### **5. Creation Rules & Guidance**

5.1 No person shall scatter cremated remains within any part of the Cemeteries without the permission of the Clerk (Bereavement). Any request for the same must be made in writing to the Administration Office.

It is unlawful to scatter any remains within the cemetery grounds without first gaining permission from the Council who manage and own the land.

### **6. Memorial Rules and Guidance**

#### **6.1 Application for permit to place Memorial upon a grave**

6.1.1 No Memorial is to be installed in any of the Cemeteries unless a permit has been granted for the same by Holbeach Parish Council Bereavement Services.

It is essential for Holbeach Parish Council Bereavement Services to manage Memorials placed within the Cemetery.

6.1.2 An application for a permit to carry out Memorial works may be made by any of the following in respect of a grave which is subject to an Exclusive Right of Burial or a Right of Burial :-

6.1.2 (i) the owner of the Exclusive Right of Burial or Right of Burial; or

6.1.2 (ii) any person who can satisfy the Holbeach Parish Council Bereavement Services that he or she is a relative of the person buried in the grave, or is acting at the request of such a relative and that it is impractical for him or her or such relative to trace the owner of the said right. In the later case, a Statutory Declaration will be required. This ensures the correct person is applying for the memorial works.

6.1.3 The permit application form must be completed fully and include a detailed plan of the proposed Memorial including the dimensions of the same, and details of the proposed fixing method. An application will only be processed upon receipt of the correct fee where applicable. This ensures our staff can ensure the proposed memorial is within the regulations and will be fixed to an approved industry standard..

6.1.4 The permit application must clearly state the section of the Cemetery in which the grave is situated together with the grave number. Schedule 1 to the Policy Document sets out the Memorials permitted within the Cemeteries.

This ensures the Memorial is going on the correct grave and the proper person is authorised to instruct the work.

6.1.5 All such permit applications are to be submitted to the Administration Office. Once checked, and, if agreed by Holbeach Parish Council Bereavement Services, a permit to carry out works will be granted. The permit must be kept in the possession of the person carrying out the works authorised under the permit at all times whilst they are carrying out the said works within the Cemetery. Once the authorised works have been completed the permit must be sent back to the Administration Office. A site check of the authorised works will then be carried out by staff of Holbeach Parish Council Bereavement Services as soon as reasonably practicable. This allows for Bereavement Services staff to undertake checks on site to ensure the person fixing the memorial is authorised to do so.

## **6.2 Fixing of Memorials (See Also Schedule 1 of this Document)**

6.2.1 No works are permitted to be carried out on any grave space except by:

- a Monumental Mason who is accredited to the British Registration of Approved Monumental Masons Scheme ("BRAMM") or an equivalent scheme

or;

- by staff of Holbeach Parish Council Bereavement Services (and such works may include any works associated with memorial safety inspections and the subsequent temporary making safe of any Memorial) Basic cleaning/washing down and non specialist cleaning of a Memorial may be undertaken by any person. To promote high standards and protect consumers we only allow those registered to the approved national scheme to undertake any works on memorials in our Cemeteries. Approved masons have the necessary skills to ensure that any memorial they fix or repair will be able to pass a future stability test.

6.2.2 All Memorials (including Memorials being re-fixed after a burial has taken place and those found to be unsafe after Memorial testing has taken place) are to be fixed in line with BS8415 : 2018 the nationally recognised standard for fixing memorials. This states the minimum requirements for the fixing of Memorials. On occasion it may be appropriate to include additional foundations or bearer slabs and these cannot exceed 4' in width x 18" deep. All costs for this work must be met by the person to whom a permit to place the Memorial was given on his or her heir. To ensure all Memorials are safe they must be fixed to the recognised approved standards of the day.

6.2.3 The upkeep and maintenance of any Memorial within the Cemetery remains the responsibility of the person to whom a permit to place the Memorial was given. All Memorials remain in the ownership and are the responsibility of the grave owner or person taking over responsibility after the grave owner is deceased.

6.2.4 Any Memorial being fixed or re-fixed must have the grave section and number clearly displayed on its base along with the identification of the memorial mason fixing the memorial.

This helps to ensure the memorial is being placed on the correct grave space and allows staff at bereavement services to contact a memorial mason should there be any issues with the installation. It also allows memorial masons to subtly display the quality of their workmanship for other visitors.

## **6.3 Operational Times for Memorial Works**

6.3.1 The erection of, cutting of inscriptions on, or professional cleaning of, Memorials shall be carried out between the hours of 9:00 08:30am and 3:30pm Monday to Friday. Works can only be undertaken during normal operational hours to ensure safety within the site.

## **6.4 Stability Guarantee Period**

6.4.1 All Memorials installed in any Cemeteries from the date of installation must be subject to a 'Guarantee of Conformity' granted by the mason who installed the Memorial. Such a guarantee is given to confirm that the Memorial has been fixed to the best standard set by NAMM at the date of fixing and should last for a minimum of 30 years. If at any point during the life of the Memorial it becomes loose or unstable and this cannot be attributed to ground conditions or disturbance, the mason should, under the terms of the said guarantee, refix the Memorial to the original standard at no cost to the grave owner or the Council. This is a standard guarantee that must be given to any person arranging a Memorial in any site.

## **6.5 Memorial Safety Testing**

6.5.1 Any memorial purchased and erected on a grave space is owned by the registered grave owner and it is that person or persons who are ultimately responsible for its upkeep and maintenance. Historically there have been a number of accidents in cemeteries around the UK, some of which have resulted in fatalities, due to memorials being unsafe. Whilst the memorials are the responsibility of the registered grave owner Holbeach Parish Council Bereavement Services have a responsibility for ensuring that its sites are safe for both staff to work in and for the public to visit.

6.5.2 **Memorial Fixing**  
All memorials over 24.5 inches (625 mm) in height must be fixed to, and fully compliant, with the current British Standard (BS8415). This also extends to ANY memorial over 24.5" (625 mm) that is being refixed following an interment or removal for any other reason.

6.5.3 The key requirements are that memorials must be fixed to an approved and suitable foundation (where one is not provided by the Authority) and must be further secured using an approved locking or anchoring system.

6.5.4 Note that any refixing or repair works to memorials must be completed by a BRAMM (or other equivalent scheme) registered memorial mason. Temporary works to make memorials safe and remove the risk of danger will be undertaken by trained Bereavement Services staff.

## **6.5.6 Memorial Inspections**

All memorials over 24" in height in all cemeteries will be inspected by trained staff at least once during a rolling 5 year period to assess there

safety. This will be done through both a visual assessment and a basic hand test to determine if there is movement in the memorial and to what extent. The individual undertaking the assessment will make the decision on the memorials overall safety based on a dynamic risk assessment for which they have been trained.

- 6.5.7 Once inspected each memorial will fall into one of three categories, detailed as follows:
- o Category 1 – Memorial is unsafe and poses a risk and will require immediate attention to make safe and/or protect from the public.
  - o Category 2 – Memorial is safe but there are minor concerns and it should be reassessed in 12 months' time to ensure it has not deteriorated further.
  - o Category 3 – Memorial is Safe and should be re-inspected in 5 years as part of the next round of inspections or as part of any other check that may occur, for example when checking memorials around a planned burial ahead of excavation of the grave. The Council has a legal obligation to ensure all of its Sites are safe to both visit and work in. In order to be satisfied that this is the case it is essential that Holbeach Parish Council Bereavement Services carry out regular inspections of Memorials in the Sites in a bid to avoid injury or death to any of its staff or visitors.

6.5.8 Staff undertaking the inspections will record the details of every memorial and an assessment of its safety using the categories above. These details will be recorded onto the Bereavement Services administration system. The details will include:

- Date of Inspection
- Name of Inspector
- Grave Identification (Section and Number)
- Category of Memorial (1, 2 or 3)
- Details of any Actions Taken

6.5.9 Actions Post Inspection

Should a Memorial be identified as a Category 1 and fail the inspection staff will need to take immediate action to make that memorial temporarily safe or cordon it off until permanent repairs can be made by the grave owner. These actions will be based on a number of factors and the best solution will be administered by the memorial inspection team based on their assessment of the memorial and the surrounding area. These actions may include:

- Laying the memorial flat – In most cases this will invariably be where a memorial can be laid down on or within an existing kerb set so as not to cause a new trip hazard. A warning sign will be placed near to the memorial.
- Staked and Banded – The memorial will be fastened tight to a wooden post which will act as a temporary support. The banding will also hold a warning notice. The stake and band will be reinspected every 12 months to ensure neither have deteriorated.
- Cordoned Off – In some cases it may be necessary to cordon off a particular memorial or an area containing a number of memorials due to their safety. Warning signs will be attached to any cordon placed around a memorial or group of memorials.
- Removal – In extreme cases it may be necessary to remove a memorial from the grave and place into storage if none of the above options are suitable. All of the above are regarded as 'Temporary Fixes' and should not be seen as a permanent solution to deal with an unsafe memorial and are intended to reduce or remove the risk of a memorial causing harm or damage to someone. Prior to taking any of the actions above the memorial will be photographed and details recorded of any existing damage or issues.

- 6.5.10 Very large memorials, those over 8' (2.5M) will be visually assessed and if any concerns are recorded the memorial will be cordoned off and if it is safe and possible to do so Bereavement Services staff will carry out works to ensure the memorials are safe. If Bereavement Services staff are not able to make the memorial safe arrangements will be made for a specialist contractor to undertake an inspection and provide a detailed report including costs and options to make safe.

6.5.11 Informing Grave Owners

Holbeach Parish Council Bereavement Services will endeavour to contact the grave owner where any action has been taken due to a memorial failing a safety inspection. Correspondence will only be sent providing that the grave owner is not recorded as being in the grave or if it is apparent that the registered address no longer exists. For any memorials over 50 years of age no correspondence will be sent but a notice will be left on the grave space for a period of not less than 12 months. Bereavement Services will make every effort to contact grave owners, however if the grave owner is deceased or the last burial was over 50 years ago in our experience it is unlikely that any response will be received therefore no correspondence will be sent.

6.5.12 In the event of any memorial failing an inspection that has been installed within the previous six years we will contact the memorial mason directly to request repairs to be made to ensure the memorial is fully compliant to BS8415.

The stability guarantee of a memorial is the responsibility of the memorial mason and they may provide a longer guarantee period, 6 years is the standard legal period that must be covered by the installation.

6.5.13 Grave Owners Responsibilities

The registered grave owner has a responsibility to ensure the memorial is made safe through being properly re-fixed to the current BS8415 standard and works must be undertaken by a qualified and BRAMM (British Register of Accredited Memorial Masons) registered Memorial Mason (or equivalent).

Do it yourself repairs by families will not be permitted, memorials must be fixed to the current best standard of the day by a licensed memorial fixer. All costs associated with organising a memorial to be repaired, including the reversal of any works undertaken by Bereavement Services staff, remain the responsibility of the grave owner.

6.5.14 Should grave owners fail to take any action within a reasonable time period then Holbeach Parish Council Bereavement Services will look to apply a semi- permanent solution to the memorial, this will involve either laying the memorial flat or banding & staking or other suitable action.

Bereavement services need to maintain all of its sites to a high standard and will always try to avoid taking any action that may impact on the general grounds maintenance of sites.

6.5.15 Grave owners are strongly advised to organise and take out their own Insurance cover against any accidental damage that may occur to the memorial. The Council cannot be held liable for any damage to a memorial that is

caused by any factors outside of our control such as damage due to storms that may cause falling debris and recommend that any insurance covers damage of this type. Your own insurance company may be able to assist, alternatively discuss options with your chosen memorial mason.

## 6.6 Memorial Types

6.6.1 The following types of Memorials are permitted in the Cemeteries subject to compliance with Rules to 6. 6.6.2 7 and comply with the dimensions stated in Schedule 1 of this document.

- d) Headstone or Cross
- e) Kerbs, landings, edgings & stone chippings
- f) Vase
- g) Flat Memorial Tablet
- h) Cremated Remains Tablet
- i) Wooden Grave Marker
- j) Wooden Cross
- k) Temporary Grave Marker

### 6.6.2 Headstones & crosses

6.6.2 Any memorials covering Double plot headstone can span the space between the graves but must adhere to 102cm (40") in height and 30.5cm (12") in depth measurement.

6.6.2.1 Headstones and crosses are permissible on any grave space any other grave for which these Rules impose a restriction as to the placing of a headstone or cross upon a particular type of grave.

6.6.2.2 Any headstone or cross must not exceed more than 102cm (40") in height, 91cm (36") in width and no more than 30.5cm (12") in depth. (in the majority of its construction) To ensure safety within the Cemeteries and ensure they do not encroach onto other graves it is essential to prescribe a maximum size for new memorials. Note that it is permissible to have a wider memorial up to cover 2 grave spaces.

### 6.6.3 Kerbs, landings, edgings & stone chippings

6.6.3.1 Kerbs shall be permitted only on Traditional Graves where provision for this type of memorialisation has been made (see schedule 1 for a complete list of memorials permitted by section and location)

6.6.3.2 Kerbs must a maximum of 12" in height and maximum of 6" in thickness. Note that the maximum height includes for any sub base or foundation works. Landings/Covers shall be of a maximum size of 7' x 3' wide.

To ensure safety within the cemeteries and ensure they do not encroach onto other graves it is essential to prescribe a maximum size for new memorials.

6.6.3.3 The corner stones of a kerb set shall be no more than 1' 2" in height. This ensures the desired appearance of all burial sections remains.

6.6.3.4 Edging stones (~~Western Cemetery – semi lawn sections~~) are to be a uniform length of a maximum of 7' x 3' wide and made in complete lengths and of a depth of no more than 9" and a thickness of no more than 6". The upper surface of the edging must not be greater than 1" in thickness and must be set level with the adjoining ground. To ensure safety within the cemeteries and ensure they do not encroach onto other graves it is essential to prescribe a maximum size for new memorials.

6.6.3.5 No chippings will be permitted on any grave that is not enclosed with kerbs or edgings as detailed above. This ensures the desired appearance of all burial sections remains.

6.6.3.6 Landing or cover stones are to be constructed of no more than 3 pieces measuring a total of 7' in length x 3' in width. This ensures the desired appearance of all burial sections remains.

### 6.6.4 Vase

6.6.4.1 This type of Memorial is permissible on any grave space.

6.6.4.2 A memorial vase must measure no more than 1'6" in length x 12" wide. Its maximum height should be no more than 12". To ensure safety within the Cemeteries and ensure they do not encroach onto other graves it is essential to prescribe a maximum size for new memorials.

6.6.4.3 Memorial vases are to be firmly fixed upon the grave space.

6.6.4.4 On any Lawn Graves vases must be placed at of the grave only.

### 6.6.5 Flat Memorial Tablet

6.6.5.1 Flat Memorial Tablets are permissible on any grave space.

6.6.5.2 On Lawn Graves flat memorial tablets must be placed at the head of the grave only.

### 6.6.6 Cremated Remains Tablet

6.6.6.1 Cremated Remains Tablets are permissible on any cremated remains grave space except those where flat tablets or vases are only permitted. (see schedule 1 for a complete list of memorials permitted by section and location)

### 6.6.7 Wooden Grave Marker

6.6.7.1 Wooden grave markers are permissible on any Grave.

### 6.6.8 Wooden Cross

6.6.8.1 Wooden crosses are permissible on any grave space.

### 6.6.9 Temporary Grave Marker

6.6.9.1 Temporary grave markers are permissible on any grave space for a period of no more than 12 months

## 6.7 Materials

6.7.1 Memorials made of any type of natural material is permissible in the Cemeteries provided that it complies with the approved BS8415 fixing standard and is fixed to the grave by a registered BRAMM fixer or someone qualified to the same standard other than for the exception set out in Regulation 6.7.2. This allows for more freedom of choice for the bereaved.

6.7.2 Wooden crosses must be fitted securely into the ground but do not have to be secured a national approved method. Wooden Crosses do not pose the same sort of danger as other traditional memorials.

## 6.8 Unauthorised Memorials

6.8.1 Should any unauthorised items be placed on or around any grave or any Memorial put in place contravene the Rules the grave will be photographed, the unauthorised items shall be removed and placed into storage by Bereavement Services' staff for a period of up to 1 month, after which they may be destroyed. No notice will be given to the owner of the Exclusive Right of Burial. Please also see [Regulation 4.2.3.2 on Grave Selection](#).

Pursuant to the Local Authorities' Cemeteries Order 1977 no tombstone or other memorial may be placed in a cemetery without the permission of the officer appointed for that purpose by the burial authority. If permission has not been granted the burial authority is permitted to remove the memorialisation from the site. It is essential that the burial sections are maintained to the agreed standard for the benefit of all of our visitors. It is unfair for one or two families to furnish their graves with articles outside of the Rules which can cause distress to others when alternative options are available. It is not always possible to notify the grave owner of the need to remove unauthorised memorialisation, particularly if the grave owner has moved and not informed the Administration Office. It is for this reason, we hold any items that are removed and destroy them after 1 month without necessarily giving notice.

6.8.2 The Council, in its capacity as a burial authority, is legally entitled to recover the cost it may incur in removing any unauthorised tombstone or other Memorial from the person to whose order the tombstone or Memorial was placed or within two years from the placing of the tombstone or memorial, from the personal representative of such a person. All memorials installed within the Cemeteries must be approved by the Clerk by the granting of a permit. If any memorials are erected outside of the Rules or without proper permission they may be removed and destroyed.

## 6.9. Memorial Liabilities and Insurance

6.9.1 Any memorial placed on a grave space remains the property of the owner(s) of the Exclusive Right of Burial. The owner is therefore responsible for ensuring the memorial remains in a safe condition.

6.9.2 The Authority can take no responsibility for any damage, accidental or otherwise, to any memorial within its cemeteries. Therefore, any person arranging for the installation of a memorial must consider appropriate insurance that will cover repair or replacement of a memorial should it become damaged in the future. It has to be understood that memorials are exposed to all types of weather and maintenance in and the site. Memorial Masons will fix to the best standards of the day however future occurrences such as bad weather may result in memorials becoming damaged or destroyed beyond repair. Your memorial mason will be able to advise of insurance options available to you.

## 7 Memorial Tree Gardens

7.1 The memorial tree gardens are provided for the bereaved to lease a plaque at the base of a tree in memory of a loved one. The plaque will allow for the placing of floral tributes within a pot.

7.2 A small area around the base of the tree (no more than 12"x12") may be used for the planting of seasonal bedding plants. No kerb or other type of edging surrounds will be permitted around the bases of the trees.

7.3 No articles may be placed on or in the trees and any articles that have been placed outside of these Rules may be removed without notice.

7.4 The Council shall be responsible for the maintenance and upkeep of any trees in the Memorial Tree Gardens. This shall include the replacement of any trees. The Council reserves the right to alter the position or species of any trees that may be replaced.

## 8. Floral Tributes, Waste and Recycling

Throughout all of the Sites operated by Holbeach Parish Council Bereavement Services it is common for there to be a regular amount of floral tributes left on graves. Holbeach Parish Council Bereavement Services are not responsible for the type or condition of any floral tributes left by visitors.

8.1 Floral tributes will be removed from graves where a burial has taken place between 14 and 21 days after the burial date. Should any families wish to remove and keep the floral tributes themselves they are advised to do this within 14 days of the burial date.

8.2 Articles such as windchimes, cards, pictures, flags etc are not permitted to be placed on any tree, bench or other similar feature within any of the Sites.

## Schedule 1

### Memorials permitted at Cemeteries

#### Park Road Cemetery

Memorials on a single plot should be no more than 102cm (40") in height, 91cm (36") in width and no more than 30.5cm (12") in depth. Double plot headstone can span the space between the graves but must adhere to the above height and depth measurements.  
Cremation Tablet 2" x 18" x 12"

#### Hall Gate Cemetery & Park Road Cemetery

Memorials on a single plot should be no more than 102cm (40") in height, 91cm (36") in width and no more than 30.5cm (12") in depth. Double plot headstone can span the space between the graves but must adhere to the above height and depth measurements.  
Cremation Tablet 2" x 18" x 12"

#### Exclusive Rights of Burial

Exclusive Rights of Burial are available to anyone to purchase for a period of ninety-nine years.

When the owner of an Exclusive Right of Burial passes away, the Exclusive Right of Burial becomes part of the deceased persons estate. The beneficiary of the estate must apply for a transfer using an official document (Grant of Probate, Grant of Letters of Administration). This beneficiary then becomes the owner of the Exclusive Right of Burial and then has a right to apply to erect a Memorial. Memorials will only be Granted to those persons who can prove ownership of the Exclusive Right of Burial.

In the absence of either a Grant of Probate or Grant of Letters of Administration, ownership can be

transferred to the person or persons entitled, by the use of a Statutory Declaration to confirm details, please refer to the Clerk for relevant documentation.

Please note that in legal terms, the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 no longer applies to identifiable data that relate to a person once they have died.

I / We\* the below agree to the terms and conditions relating to the cemetery rules & regulations as above.

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

| Version | Date Approved | Amendments Made | Next Review Date |
|---------|---------------|-----------------|------------------|
| V1      |               |                 | May 2027         |
| V2      |               |                 |                  |
| V3      |               |                 |                  |

4. To resolve to agree the Allotment Policy as recommended by the Committee

**l) Assignment, sub-letting & co-working**

1. The tenancy of an allotment is personal to the tenant named in the agreement.
- 1.2 The tenant may not assign, sublet, or part with possession or control of all or any part of their allotment.
- 1.3 Within the first three months the tenant is within a probationary period if the tenant chooses to return the allotment to the council during this period the tenant will have rental returned minus a £20.00 administration fee. If the tenant undertakes no significant work (no less than 40% cultivation) to a plot within the first three months of receiving the plot, then the tenancy will be terminated, and the plot returned to council for re-letting.

**m) Application**

- 2.1 These rules are made pursuant to Allotment Acts 1908 to 1950 and apply to all rented allotments.
- 2.2 Where allotment tenancies are rented to a group, they are collectively subject to additional rules issued by the Council.

**n) Terms and interpretation**

In these rules the words used are to have the following meaning:

- 3.1 **Allotment:** A plot of land that is let by the council for the cultivation of herb, flower, fruit, and vegetable crops.
- 3.2 **The council:** Holbeach Parish Council.
- 3.3 **Tenant:** A person who holds an agreement for the tenancy of an allotment.
- 3.4 **Site:** Any area of allotments that are grouped together at one location
- 3.5 **Rent:** The annual rent payable for the tenancy of an allotment.
- 3.6 **Review notice:** Any notice of reviewed rental charges.
- 3.7 **Tenancy agreement:** A legally binding written document which records the terms and conditions of letting, of a particular allotment(s), to an individual tenant.
- 3.8 **Roadway:** A common route within the site for vehicular and pedestrian access to allotments.
- 3.9 **Headland:** The area of land between an allotment plot and any roadway or perimeter fence.
- 3.10 **Authorised officer:** A member of staff of Holbeach Parish Council.
- 3.11 **Other authorised persons:** The tenant, invited guest and Holbeach Parish Councillor.
- 3.12 **Cultivation:** Keeping the plot in good productive order by: the maintenance and improvement of soil; the control and prevention of flowering weeds (including bamboo & buddleia), ornamental plants, and herb, flower, fruit, and vegetable crops.
- 3.13 **Paths:** Dividing paths between allotments.

3.14 **The non-cultivated leisure area:** Small area (no larger than 25% of plot) of grass, patio or built structures, for pastimes, eating and/or relaxing.

o) **The council's responsibilities**

- 4.1 **Administration:** Keeping waiting lists, letting plots, rent collection, terminations, and enforcement of rules.
- 4.2 **Repairs and Maintenance:** Repairs to site perimeter fences, gates and water infrastructure (if applicable); hedges and tree management.
- 4.3 **Rubbish clearance:** To remove rubbish which has been fly-tipped by third parties excluding allotment tenants.
- 4.4 **Liability:** The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants, or contents on allotment.

p) **The complaints procedure**

- 5.1 The council aims to provide a high quality of allotment service. If, however, you are unhappy with the service, in the first instance telephone or write to Holbeach Parish Council. If you are dissatisfied with the response, then follow the procedure below.
- 5.2 The council's corporate complaints procedure is available from the council offices or from the website.

q) **Cultivation and weed control**

- 6.1 The cultivated area is defined as the area that is cultivated for crop or flower production.
- Cultivation requires the tenant to regularly dig or mulch, or prune and weed 75% of the plot. Compost bins, glass houses, water butts, poly-tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops. Areas of lawn or meadow are not included within the cultivated area.
- 6.2 Allotments must be kept clean and maintained in a good state of cultivation (minimum 75% in cultivation) and fertility throughout the year. An area that is annually cleared of weeds yet remains uncropped or un-planted during any one year will be considered as non-cultivated. The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe, and free from flowering weeds.
- 6.3 Allotments that have areas that are not suitable for production - such as heavily shaded areas, excessively sloping land or impoverished or polluted soils - may be allowed extended lawn and wildflower conservation areas. Extended grass areas must be agreed in writing with the Council . **Not currently applicable.**
- 6.4 It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants. Where on inspection or as the result of complaints, a plot with weeds is identified the tenant will be sent a weed notice letter. A further inspection will be carried out up to 8 weeks after the notice period has expired, and if there are no improvements in cultivation a notice of termination will be sent.

r) **Trees and invasive plants**

- 7.1 Tenants must not, without consent of Holbeach Parish Council, plant any trees.
- 7.2 Fruit trees are permitted with the written consent of Holbeach Parish Council but will normally be included within the 25% of non-cultivated area and must grow no higher than 2 metres in height. Where fruit trees are planted outside of the 25% non-cultivated leisure area, the soil beneath fruit trees must be planted with productive crops or other plants in accordance with cultivation rules.
- 7.3 The council reserves the right to enter any plot, with or without the consent of the tenant, to remove oversized trees and as well as cut down excessive and seeding weed growth or overgrown grass. If the removed vegetation has been planted by the tenant, then removal costs will be charged to the tenant. Failure to pay for removal costs will result in tenancy termination.
- 7.4 Invasive plants such as Bamboo, all types of willow and conifers (including Christmas trees) **and buddleia** are not permitted to be planted by the tenant. If the invasive plants are not removed by the tenant, then the tenancy will be terminated, and plants removed at cost to the tenant.

s) **Hedges & Ponds**

No hedges or ponds permitted

t) **Plot use and storage**

9.1 Tenants must use their allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it. Tenants may not use their allotment as a place of residence and/or sleep overnight.

9.2 The allotment is rented to the tenant for the purpose of cultivation of herb, flower, fruit, and vegetable crops for consumption by themselves and their family.

9.3 Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots, and netting for seasonal use.

9.4 Quantities in excess of the above will be regarded as unacceptable and the tenant ordered to remove them. Failure to do so will result in the materials being removed by the council, the tenant charged with the cost and notice of termination given.

u) **Water, Bonfires & Other Restrictions**

Bonfires are strictly prohibited **on all sites except Battlefields**

10.1 Burning on Battlefields Garden Allotments - burning only in a container on tenants own plot between October & April and strictly no bringing of items on site to burn.

10.2 Only organic materials from tenants own plot can be burnt. NO plastic, rubber or tyres to be burnt.

Tenants must not burn any materials that could produce toxic fumes.

10.3 Smoke must not blow towards the A17 and the housing estate at anytime, Highways Act 1986, immediate termination of tenancy may result.

10.4 Tenants must not cause a nuisance to other holders by allowing smoke to blow over their plot when working on it.

10.5 A fire must not be left unattended at anytime **MUST BE EXTINGUISHED** before leaving site.

10.6 Failure to comply with these rules may result in the termination of tenancy or burning being banned again on this site.

v) **Waste materials and pollutants**

11.1 Waste regulations apply to materials brought on site by existing tenants. It is the responsibility of the new tenant to take away waste left on site within the first month of taking a plot. The new tenant may also gather photographic evidence of any potential polluting materials on site when they take on the plot, all allotment plots are rented as seen.

11.2 Waste from external sources, including green waste, may not be deposited on the allotment or any other part of the site. Abuse will result in immediate tenancy termination and prosecution.

11.3 The bringing on site and use of polluting materials such as tyres, asbestos, glass, and carpet shall be treated as illegal disposal of waste and will result in immediate notification and referral for prosecution.

11.4 The bringing on site and use of rubble and hardcore for paths and other forms of construction is prohibited. The bringing on site of tyres, plastic or metal materials such as shelving, angle iron or bathtubs - as well as other timber and plastic materials not relating to crop production is prohibited. Bringing such materials on site will result in a notice and possible termination.

11.5 The creation of concrete pad footings for sheds or green houses, or concrete pads for paving, or any solid brick and cement structures is prohibited. Narrow temporary concrete and brick footings will be allowed for a glass house.

11.6 The use of glass bottles for any form of construction or raised bed is forbidden and will result in a notice and possible termination.

11.7 All non-diseased vegetative matter shall be composted and used on the tenant's allotment.

11.8 The council reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The tenant will be

charged the full cost on each occasion that this occurs.

11.9 In the event that a tenant is put on notice for excessive materials such as timber, metal, carpet, or tyres being left on plot, and if the tenant does not clear such materials, then the council reserves the right to clear such materials and reclaim costs from the tenant.

11.10 If tenants witness someone illegally fly tipping rubbish onto allotment land, they should immediately contact the police via 101 & inform the Clerk of the incident and incident number.

w) **Structures and fences**

12.1 Sheds and sided structures shall be included within the 25% area allowed for noncultivation. Poly tunnels, glasshouses and fruit cages will be included within the cultivated area.

12.2 Any structure on the allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. If the council is not satisfied with the state of the structure the tenant must either repair, it to the council's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the council may remove it and charge the tenant the full cost of removal and disposal.

12.3 Tenants may put up no more than two sheds and no more than two greenhouses (excluding poly-tunnels) on their plot. Glasshouses and poly-tunnels should cover no more than 20% of the allotment. Permission from the Council is required for poly tunnels, sheds, greenhouses, with the size and layout agreed. Which shall not be installed until permission is granted.

12.4 Where a tenant is given a plot with a structure then the tenant should take photographs of structures to disprove liability if structures are seen to be unsafe.

12.5 Any structures erected on the allotment shall not be made from hazardous materials (e.g. Asbestos).

12.6 All structures must be adequately secured to the ground to prevent uplift with sheds and glass houses requiring a footing on slabs bedded on sand.

12.7 All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g. water supply pipes).

12.8 It is an offence to attach or hang any materials to any council fencing.

x) **Paths & Roadways**

13.1 Paths within allotments must be kept free from flowering weeds and long overgrown grass that exceeds 15cm (over 6 inches high).

13.2 Shared paths between two allotments must be maintained and kept cut and clipped up to the nearest half width by each adjoining tenant; paths must be kept clear of obstructions at all times.

13.3 All paths should be wide enough for easy pedestrian access to neighbouring tenants' plots.

13.4 Where car parking or vehicle access is permitted on an allotment site, the tenant must ensure that all roadways have free access for other users.

13.5 Roadways must not be obstructed - or parked on - by vehicles. Roadways may be parked upon for loading and unloading only. Vehicles which frequently and persistently block roadways may be barred from allotment sites.

y) **Dogs, livestock, and bees**

14.1 ~~Dogs must not be brought onto allotments or.~~ Allotment holders dogs only may be brought onto any part of the site, unless they are must kept on a short lead or otherwise restrained at all times you must remove all excrement. Tenants who fail to keep dogs on leads will receive a notice.

14.2 Tenants with persistently barking dogs or dogs that harass allotment tenants will be put on notice and shall have dogs barred from allotment sites.

14.3 The burial of any pets or animals on any allotment land is strictly forbidden and will result in termination.

14.4 The placing of beehives on an allotment is strictly forbidden, unless agreed by Council on a case by case basis on Agricultural plots only..

14.5 No animals or livestock may be kept on allotment land.

**z) Rent**

15.1 The tenant must pay the invoiced rent within 40 days of the due date. A deposit equivalent to one years rent is required on the signing of the agreement.

15.2 The rent year runs from the 1<sup>st</sup> October to 30<sup>th</sup> September for certain sites and 1<sup>st</sup> April to 31<sup>st</sup> March for other sites. Tenants taking up any an allotment within the rent year will normally be invoiced for the remainder of the year with a pro rata amount on the due date. A deposit equal to the annual rent will be paid on the signing of the agreement. This will be refunded as long as the allotment is returned in good condition

15.3 A tenant may voluntarily relinquish their allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable unless the plot is surrendered within the initial 3-month probationary period.

15.4 New tenants will be responsible for recording initial plot condition by taking photographs of the plot at the time of accepting tenancy.

15.5 The departing tenant shall remove any items or derelict structures from their plot before the end of the tenancy. The council may agree to dispose of any such material not removed by the tenant. The full cost of disposal shall be charged to the outgoing tenant.

15.6 Rent may increase at any time provided the council takes reasonable steps to give at least six-months' notice by way of signs on notice boards and gates, or by letters etc. Failure to give notice to any individual tenant will not invalidate the tenants rent increase.

**aa) Observance of Rules**

16.1 Tenants must observe and comply with current rules, regulations and policies, and those which the council may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions).

16.2 Rules will be posted online on the council website [www.holbeach.parish.lincolnshire.gov.uk/](http://www.holbeach.parish.lincolnshire.gov.uk/) or sent with rent invoices/new tenancy agreements. Failure to observe rules will lead to tenants being put on notice and possible tenancy termination. In certain extreme instances a breach of site rules can lead to immediate termination of tenancy.

16.3 Tenants must comply with any reasonable or legitimate directions given by an authorised officer in relation to an allotment or site.

**bb) Site safety, security, and duty of care**

17.1 Tenants must not discriminate against, harass, bully, or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.

17.2 No tenant must cause another tenant harassment, alarm, or distress. Any use of violence or threats of violence or damage to another's property will be grounds for immediate termination of tenancy and possible prosecution.

17.3 The allotments and site or any structures thereon may not be used for any illegal, immoral, or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination.

17.4 In the case of two tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the council reserves the right to end the tenancy of both parties. The council reserves the right to consult with the site representative regarding any such disputes.

17.5 Tenants have a duty of care to everyone, including visitors, trespassers, and themselves.

17.6 Any structure or any other item considered hazardous should be removed after instruction from the Council. Failure to do so will see the council remove the structure or item with costs charged to the tenant and may result in termination.

17.7 Storage of hazardous materials is prohibited. Usage hazardous materials should be undertaken with caution. If hazardous materials such as asbestos are found on your allotment, then please inform the Clerk.

17.8 Particular care should be taken when using strimmers, rotovators and other mechanical/powered equipment both in relation to the user and any third-party person. Appropriate personal protective equipment should be worn at all times.

17.9 Unsafe working practices may result in plot termination and the tenant shall be liable for any damage or injury caused by unsafe working practices.

17.10 Tenants may not bring, use, or allow the use of barbed or razor wire on the allotment any historic barbed wire on the plot must be accompanied by a barbed wire warning sign.

17.11 All tenants and authorised persons must lock gates **on entry and departure** to prevent access by unauthorised persons or animals. This applies even if the gate is found to be already unlocked on arrival/departure.

17.12 The council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Tenants should report incidents of theft and vandalism to the police.

17.13 Spraying – Care must be taken not to allow any spray onto a neighbours plot

cc) **Unauthorized persons**

18.1 Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.

18.2 A authorised officer of the Council or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately.

18.3 The tenant is responsible for the behaviour of children and adults visiting the allotment. In an instance where a visitor breaches site rules then the tenant will be held equally responsible.

dd) **Vehicles, tents, and caravans**

19.1 Motor vehicles may not be parked overnight or deposited on the allotment. Caravans and live-in vehicles are not permitted on any allotment land.

19.2 Overnight erection of tents, yurts, and other temporary structures, as well as overnight camping, are not allowed on allotment land.

ee) **Plot numbering, plot splitting and notices**

20.1 Tenants must mark the allotment number on the outside of a shed or greenhouse, or on a post, and keep it clean and legible to be visible from the roadway or main access path.

20.2 Where plots do not have numbers clearly on display the council reserves the right to paint numbers on sheds, water butts or fencing. Plots without suitable numbering are in breach of tenancy and can be put on notice by the Council.

20.3 If the council agree or decide that an allotment plot is suitable for dividing into two half plots, then the tenant is responsible for marking the boundary line with a minimum of two posts or by some other safe and visible method.

20.4 Council information may be displayed on notice boards where provided. No other notices or advertisements are allowed on the site except with written consent of the Council.

ff) **Change of address and notices**

21.1 Tenants must immediately inform the council, in writing, of changes of address or status.

21.2 If a tenant moves to an address outside of the boundary of Holbeach Parish Council they should contact the clerk and it will be judges on a case-by-case basis

21.3 Notices to be served by the council on the tenant may be:

gg) Sent to the tenant's address in the Tenancy Agreement (or as notified to the council under these rules) by post, registered letter, recorded delivery, or hand delivered; or

hh) Served on the tenant personally; or

ii) Placed on the plot.

1. Notices served under paragraph 17.3 will be treated as properly served even if not received
2. Written information for the council should be sent to: Holbeach Parish Council, Coubro Chambers, 11 West End, Holbeach, PE12 7LW or by email to: clerk@holbeachpc.com

#### 1. Tenancy termination

The council may terminate allotment tenancies in any of the following ways:

- a) By giving 12 months written notice to quit expiring at any time between 29 September to 6 April inclusive.
- b) At any time after three calendar months written notice by the council that the allotment is required for a purpose other than agriculture to which it has been appropriated under any statutory provisions, or for building, mining, or any other industrial purpose, or for roads or sewers necessary in connection with any of these purposes. Where possible, the Council will consult tenants and arrange relocation and appropriate compensation.
- c) By giving one month's written notice to quit if:
  1. The rent is in arrears for 40 days or more (whether formally demanded or not); or
  2. The tenant is in breach of any of these rules or of their tenancy agreement; or
  3. Automatically on the death of the named tenant, (normally there would be no objection, in the first case, to a family member or co-worker taking on the tenancy).

I\* / We\* the below agree to the terms and conditions relating to the cemetery rules & regulations as above.

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

5. To resolve to agree the SHDC "Give it a Go" date change  
Basically, we have come across on Facebook that the Holbeach Music & Beer Festival is this year being held over the second weekend of August. This means there will be an overlap with our Give it a Go event – we do not want to risk taking away from the Holbeach Music and Beer Festival by having our event on at the same time so are wondering if it is at all possible to move the event to Sunday 31<sup>st</sup> August?

We appreciate this will need to be agreed by Councillors but we are wondering if possible if agreement could please be sought prior to the next Council meeting? The reason for this being we will urgently need to contact all booked providers and community groups as soon as possible to change the date

6. To resolve to agree the survey re Bass site from the National Grid



nationalgrid

Ardent

5th Floor  
36 Park Row  
Leeds  
LS1 5JL

Our Ref: ARD\_EGL34\_SurveyAccess\_87213\_16052025

The Chief Executive  
The Parish Council Of Holbeach  
Council Offices  
Coubro Chambers  
11 West End  
Holbeach  
PE12 7LW

Ardent EGL3 and EGL4 Project Team  
5<sup>th</sup> Floor, 36 Park Row, Leeds, LS1 5JL  
[EGL3and4@ardent-management.com](mailto:EGL3and4@ardent-management.com)  
0203 302 0545

Date: 16 May 2025

Dear Chief Executive,

### The Great Grid Upgrade – Eastern Green Link 3 and Eastern Green Link 4 Survey Access

We are getting in touch as appointed agents for National Grid Electricity Transmission plc (NGET) for all land matters relating to the Eastern Green Link 3 (EGL3) and Eastern Green Link 4 (EGL4) proposals.

#### Project Overview

EGL 3 and EGL 4 are NGET's proposal for two new primarily offshore high voltage electricity links and associated onshore infrastructure between Scotland and England. EGL 3 and EGL 4 are needed as the existing transmission network does not have enough capacity to securely and reliably transport the increasing amount of energy generated in Scotland and Scottish waters, particularly from offshore wind, to population centres in the Midlands and the South of England.

In England, the proposed onshore elements of EGL 3 and EGL 4 include:

- two co-located high voltage direct current (HVDC) underground cable routes, from one of two landfall locations on the Lincolnshire coastline; with one of the routes connecting via a proposed converter station and direct current switching station site near Bilsby, within East Lindsey, and then to a proposed converter station within the Walpole area, of Kings Lynn & West Norfolk; and the other underground cable route connecting directly into the latter proposed converter station.
- one new converter station and direct current switching station near Bilsby, East Lindsey;



nationalgrid

Ardent

- **signing the plan** to confirm the boundary is correct, OR **mark on the plan** the required amendments
  - you may also include any other information as necessary
- **Provide details** of any other parties who have interests in the land (for example, occupiers, mortgagees or rights interests)

Once completed, please return the SAQ and plan(s) to Ardent within 14 days of the date on this letter using one of the following options:

- Scan the completed SAQ and email it to [EGL3and4@ardent-management.com](mailto:EGL3and4@ardent-management.com)
- Return the SAQ using the enclosed pre-paid envelope to FREEPOST ARDENT EGL 3 AND 4

If you require any further information on this form, please contact us.

#### The Survey Access License

We also enclose the survey access licence mentioned above for signing and returning with the SAQ.

On return of this licence, we will make a voluntary payment of £500 (per annum) as an advance compensation payment on behalf of NGET. Please note the payment is for a completed licence, where the land is jointly owned by more than one party we will accept one signature on behalf of all parties (or, by someone acting with their authority and confirmed in writing on the licence). In addition, if the licence is signed and returned within 2 months of this letter, NGET will make an additional incentive payment of £250.

In order to facilitate this payment, we ask that you return your signed licence with confirmation of the correct payee name and bank details for payment via BACS. We understand you may have an existing agent who advises on matters such as this or you may want to appoint an agent. We are able to reimburse up to £250 of agents' fees on return of the completed licence. Please also include a copy of your Terms of Engagement with this agent and an invoice to enable this payment to be made.

#### How we arrange surveys

Not all land will need survey access and we will work with individual landowners to identify the surveys we would like to undertake. We will always provide advanced notification before coming on to your land to undertake surveys. Details of how we provide notice are included in the licence provided.





# Ardent

## Survey Access Questionnaire ('SAQ')



Ardent

www.ardent-management.com | t: 020 3693 2500 | e: info@ardent-management.com



Ardent Management Limited, Registered in England and Wales (Company Number 02086524)  
Registered office: 147a High Street, Waltham Cross, Hemel Hempstead, HX8 7AP



### Survey Access Questionnaire

National Grid  
EGL 3 and 4  
Ref: ARD\_EGL34\_SurveyAccess\_07213\_16052025



When completing this form, please use BLOCK CAPITALS throughout. For any questions/sections which you believe are not relevant, please write 'N/A'.

#### Interest details

##### 1. Extent of the land

Does the land shown on the attached plan correctly show the area of your ownership and/or occupation? (If not, please amend and return the Land Interest Plan to show the correct area)

Yes  No

##### 1. Your details

Please provide the details of the person(s) or organisation completing this form.  
Please check the details and amend if necessary:

|  |   |
|--|---|
| <b>Full name</b>   | Title e.g. Mr, Mrs:<br>Full name:                           |
| <b>Are you trading? If so what name do you trade under?</b>  |   |
| <b>If you are responding on behalf of an organisation (e.g. company, partnership or charity), what is its registered name?</b> | Registered name of organisation:<br>Company/charity number: |
| <b>Address (if an organisation, this should be the registered address):</b>  |   |
| <b>Landline number</b>   |   |
| <b>Mobile number</b>   |   |
| <b>Email address</b>   |   |

Ardent

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National Grid  
EGL 3 and 4  
Ref: ARD\_EGL34\_SurveyAccess\_87213\_16052025

Survey Access Questionnaire



**Survey Access Questionnaire**

Please fill these out to the best of your knowledge, and continue on a separate sheet if necessary.

Please provide details of the preferred person of contact to organise surveys with and the preferred method of contact.

Are there any specific access arrangements for the surveyors?

*Please provide must report to farm office ahead of taking access*

Where should surveyors park when they arrive onsite?

*Please provide details of any preferred or offered access points/parking*

Would you like the surveyors to call ahead of the survey?

*Please detail requirements for a courtesy call/text ahead of/when leaving the land parcel*

Are you happy for surveyors to survey unaccompanied?

Yes/No

Are there any unsuitable dates or times for surveys to take place?

*Please provide details of any suitable days within a week's access block*

Please describe the nature of the land.

*For example, agricultural – noting any exceptions*

**Ardent**  
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National Grid  
EGL 3 and 4  
Ref: ARD\_EGL34\_SurveyAccess\_87213\_16052025

Survey Access Questionnaire



Are you planning to treat the land between now and the survey? (e.g. Herbicide/Pesticide/Fertiliser)

*Please note any known upcoming treatments to land*

Are there any other activities or hazards we should be aware of? (e.g. planned badger culls/crop harvesting)

*Please note any known activities that are upcoming*

Is there anything else we should be aware of?

*Please add any further comments*

**Declaration**

The information on the questionnaire is both complete and accurate to the best of my knowledge (subject to corrections identified on the plan):

Name (please print):

Position (if relevant):

Telephone Number(s):

Email Address:

Signature:

Date:

Please note that National Grid Electricity Transmission (NGET) may use information obtained through this process for other NGET projects. Further information regarding NGET's privacy policy can be found at <https://www.nationalgrid.com/privacy-policy>.

For more information about and to view Ardent's Privacy Policy please visit our website at [www.ardent-management.com/privacy-policy/](http://www.ardent-management.com/privacy-policy/)

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- 6.1 provide to the Licensor an indicative survey schedule for all those surveys listed in clause 3 which will state the specific nature of the survey with the expected commencement and end date;
- 6.2 notify the Licensor by email or telephone call or text on contact details provided by the Licensor of intentions to access the Property during a day other than a Saturday, Sunday or public holiday in England during the hours 8.00 - 18.00 prior to doing so, and in the case of the Licensor a minimum of 48 hours prior to access being taken prior to each access of the Property or if the Licensor has appointed a nominated agent not less than 7 days' notice by e-mail to such nominated agent prior to access being taken prior to each access of the Property; No access is to be taken on a Saturday, Sunday or Bank Holidays without prior approval from the Licensor;
- 6.3 access the Property on foot, and with vehicles if required on existing roads and tracks subject to prior approval from the Licensor in respect of the use of such vehicles (such approval not to be unreasonably withheld or delayed), and to keep the Licensor, or its nominated agent informed with arrangements for the day of any proposed access and to agree with the Licensor all reasonable arrangements which include, but are not limited to, access routes to the Property, parking arrangements, purpose of survey and timings of access;
- 6.4 observe any reasonable rules and regulations the Licensor makes and notifies in writing to the Licensee or its agents/contractors from time to time and ensure adequate measures are taken to ensure the safety of employees and contractors on the Property which shall include, but is not limited to, health and safety and for the avoidance of doubt all appropriate bio-security measures;
- 6.5 provide the Licensor and its nominated agent with copies of all Health and Safety risk assessments as well as working methodology upon reasonable request;
- 6.6 not to cause any disturbance, damage or nuisance to the Property, (or any buildings, gutters, fences or other fixtures, fittings or structures on it) or adjoining property of the Licensor and not to leave any structure or machinery or any items on the Property upon vacating the Property provided that the proper use of the Property in accordance with the terms of this Licence shall not constitute a breach of this clause;
- 6.7 notify the Licensor or its nominated agent immediately in the event that any damage is caused by the Licensee or its agents/contractors or in the event that there is any emergency or risk to the health and safety of any user of the Property noted or caused by any person exercising the rights granted by this Licence to the Licensee;
- 6.8 in connection with the exercise of the rights granted by this Licence comply with the terms of all statutory provisions, by-laws and all other rules and regulations to the extent applicable for the use of the Property pursuant to the terms of this Licence;
- 6.9 maintain public liability insurance of not less than £5,000,000 (five million pounds) for each and every claim to cover any liabilities arising out of its access onto and use of the Property pursuant to the terms of this Licence and the carrying out and existence of the Works;



- 9 The Licensee may freely assign or transfer or novate any of the rights and/or obligations under, and/or the benefit of this Licence whether in whole or in part, without the consent of the Licensor to a person or entity licenced by OFGEM. The Licensee shall not allow any other person or company to use the Property save for the Licensee's contractors, sub – contractors, suppliers, agents and all other persons employed by the Licensee in connection with the Works.
- 10 The Licensee will keep the Licensor indemnified against all actions, proceedings, costs, demands, claims and liabilities which may be brought and/or made against the Licensor arising from the negligence of the Licensee or the breach of the terms of this Licence by the Licensee. This indemnity is to be capped at £5,000,000 (five million pounds) in aggregate.
- 11 The indemnity in clause 10 is conditional upon the Licensor:
  - 11.1 giving the Licensee written notice of any such actions, proceedings, costs, claims, or demands as soon as possible after the Licensor becomes aware of these;
  - 11.2 not admitting liability to any third party or making any offer to settle any such actions claims or demands without the Licensee's consent (which is not to be unreasonably withheld or delayed); and
  - 11.3 taking all reasonable steps to mitigate any losses or liabilities caused by any such actions claims proceedings or demands.
- 12 The expiry or earlier termination of this Licence shall not affect the rights of the Licensor in connection with any breach of any obligation under this Licence which existed at or before the date of such expiry or termination.
- 13 In the event a dispute arises between the parties that cannot be resolved by a third party as agreed and appointed by the Licensor and Licensee within 30 days then the matter shall be referred to the Central Association of Agricultural Valuers or RICS Dispute Resolution Service.
- 14 The Licensor shall procure that this Licence is binding upon any successor in title to its interest in the Property or any person deriving an interest from the Licensor.
- 15 The Licensor confirms that it has obtained the consent of all occupiers of the Property to the grant of this Licence.
- 16 Any notice to be given in writing to the Licensee shall be sent by e-mail to [eg3and4@ardent-management.com](mailto:eg3and4@ardent-management.com) or such other e-mail address as the Licensee shall notify to the Licensor from time to time.



Telecoms site number 11542203 at **Holbeach Football Club, Park Road, Holbeach, Spalding, Lincolnshire, PE12 7PT**  
Cornerstone, on behalf of VMO2 is responsible for managing the above telecoms site, which is adjacent to your property. We act as agent on behalf of both Cornerstone and VMO2.

VMO2 is currently seeking to upgrade the telecoms site. Following the upgrade there will be an area known as the "antenna exclusion zone" which intersects with trees located on your property. This zone is shown in purple on the enclosed drawings.

#### What is an antenna exclusion zone?

This site is fully compliant with International Commission on Non-Ionizing Radiation Protection (ICNIRP) guidelines and with UK legislation in all normally accessible locations. However, workers (such as tree surgeons) with specialist working-at-height equipment may be able to access areas which are in very close proximity to the antennas, where the permissible exposure limits to radio frequency energy (also referred to as electromagnetic fields (EMFs)) may be exceeded. It is not considered safe to work in these "antenna exclusion zones" while the antennas are switched on.

While we already take all the necessary steps to ensure that our own employees are protected, it is possible that a worker with specialist working-at-height equipment who you employ to carry out work on your trees may inadvertently access the antenna exclusion zone. If their EMF exposure exceeds the CEMFAW limits this would be a breach of Health and Safety law.

#### Offer to lop

One way in which a breach of Health and Safety law can be avoided is by lopping the trees so that there is no reason to access the antenna exclusion zone. To help you to ensure compliance, we would be happy to arrange for suitable lopping works to be carried out. We can arrange for the works to be completed at a time which is convenient to you, and we will ensure that they are undertaken in a professional way with all cuttings are removed and your property is left in a clean and tidy condition.

If you would like us to proceed with this option, please sign and return the attached confirmation by Wednesday 4<sup>th</sup> June. We will then arrange for a full tree survey to be completed and will provide you with specific details of the works which will be required.

#### Equipment shut down alternative

We understand that you may prefer not to have any lopping works carried out. In this case, if you employ a tree surgeon (or any other person) who needs to enter the antenna exclusion zone you can request that the telecoms transmitter be shut down.

A transmitter shutdown is usually referred to as an "outage" in industry terminology. Transmitter outages on this site are provided by Vodafone's and VMO2's Service Operations team.

To arrange an outage, you can contact the Service Operation team by email advising them with the time, dates and duration of your outage request. Please ensure that you include the site name and reference, as shown below, in your email. Please note that as the site is used by both Vodafone and VMO2 you will need to contact both teams to request the outages. The Service Operations team will normally require a minimum of 10 working days to progress a planned outage request.

- Contact email for Vodafone outage: [SiteShutdowns@vodafone.com](mailto:SiteShutdowns@vodafone.com) – quote site name Holbeach Football Club and site reference 031710
- Contact email for VMO2 outage: [Cornerstone.Outages@mitie.com](mailto:Cornerstone.Outages@mitie.com) – quote site name Holbeach Football Club and site reference 038049

#### Next steps

If you would like us to proceed with the lopping works, please sign and return the attached confirmation.

If you would prefer that we do not proceed with lopping works you can let me know by phone, email or letter. Alternatively, if we do not hear otherwise by Tuesday 10<sup>th</sup> June, we will work on the basis that lopping is not required and that you will be in touch in the event that an outage is needed.

If you have any questions, please contact me by phone or email using the details provided below.

8. To review and resolve to agree the submitted paperwork for the event being held in Carters Park on the 29th June. *None submitted*

#### 25/6-026 PPEs Committee

1. To receive the report from the Chair of the Committee.
2. To resolve to agree to elect members to the Committee
3. To resolve to agree the request regarding Strawberry Fields  
*From an email: Basically the strawberry Fields management company and residents were wondering if the parish would be interested in purchasing (for a token amount) the land in front of church close/behind the church in st marks; so long as the land isn't built on and we could still access our treatment plant.*
4. To resolve to agree to obtain quotes for the fence around Park Bungalow – *to replace the old fencing around Park bungalow, type and design to be discussed.*
5. To resolve to agree the location for the noticeboard by the Cemetery Chapels – *location for the installation of noticeboard which is an Aluminium type 8 x A4 size (980mm wide x 830mm high x 58mm depth) this will have two metal posts.*
6. To resolve to agree to go obtain prices for the fencing at Park Road Cemetery – *to replace boundary fencing around Park Road Cemetery, majority of the fence is damaged and has been patched up over the years. Map below of the replacement fence area where green arrows are shown:*



7. To resolve to agree the way forward with the Meridian Solar development.

#### 25/6-027 Events & PR Committee

1. To receive the report from the Chair of the Committee.
2. To note the Minutes/Draft Notes of the Committee  
<https://holbeach.parish.lincolnshire.gov.uk/downloads/file/1551/2025-6-01-ec-draft-notes-3rd-june-2025>

#### 25/6-028 Devolution

1. To resolve to agree to change the Working Party to a Committee and retain the same members  
*This will enable a Committee structure and greater transparency*
2. To resolve to agree to retain the TOR's  
**Devolution Committee**

##### Purpose

*The Devolution Committee will oversee all matters relating to the transfer of assets.*

##### Key Responsibilities

- 1) Act as the lead group the transfer of assets/devolution for the Parish Council
- 2) Monthly reporting to full council, including full costings.
- 3) Consider the financial and staffing implication of reorganisation
- 4) Liaising with other Parish Councils

##### Membership

*Membership of the group will consist of Councillors from Holbeach Parish Council. The Committee also may co-opt members of the community to add expertise to the group. Membership will be dynamic and may change in response to the requirement for additional skills and experience.*

##### Frequency of meetings

*Meetings will initially be held on monthly basis, with actions progressed /delivered between meetings. Correspondence between meetings to update on progress of actions must occur via email.*

3. To receive the report from the meeting of the Working Party

#### 25/6-029 Election to outside bodies

1. To receive a report from the representatives on Holbeach United Charities

##### **HOLBEACH UNITED CHARITIES**

*The purpose of Holbeach United Charities is to support people or groups that are in need within Holbeach Parish. Over the past year we have supported 3 main groups that deliver services to vulnerable people within our parish these are*  
**Haven Domestic Abuse Services**

##### **CAB**

##### **Tonic Health**

*In total we have given £25 000 shared between these groups to help support the work they do . The money given to Haven helps fund their outreach programme in Holbeach with weekly drop in sessions provided where they can signpost on or otherwise assist. It also helps support their education programme in schools. CAB use the money to help fund their sessions in Holbeach and Tonic Health are using the money to provide youth services at Holbeach Hub.*

*We also help individuals who may need help for one off purchases like providing white goods. These are generally referred through other agencies and are assessed on a case by case basis.*

2. To receive a report from the members on Farmer Education Foundation

##### **FARMER EDUCATIONAL FOUNDATION**

*The purpose of the Farmer Educational Foundation is to support all levels of education within Holbeach Parish. We do this by supporting all the local schools both primary and secondary and giving grants to post 18 individuals going on to higher education. Grants are awarded in October each year and during this last year we awarded a total of £7 750 to the schools for various projects and £11 500 to post 18 students going on to higher education. We have also now allocated a £5000 fund for apprentice students as these seems to be a growing trend rather than university. This fund will be used to help support individuals with the purchase of tools and equipment they need for their chosen apprenticeship. We will be reviewing this on a yearly basis and will increase the fund if required. The grant application process for individual post 18 students will open soon and details of how to apply will be advertised in the press , at schools and on social media. Only those living within the Holbeach parish boundary are eligible to apply.*

3. To receive a report from the member of the Voluntary Car Service
4. To elect two members to Holbeach United Charities
5. To elect two members to Farmer Foundation
6. To elect one member to the Voluntary Car Service

**25/6-030 Meeting** 1. The next meeting of the Council will be the Annual Meeting of the Parish Council on 14th July 2025 at Holbeach Hurn Village, Holbeach at 18:30.

**Closed Session To resolve to agree to exclude the press and public under the Public Bodies (Admission to Meeting) Act 1960 due to the confidential nature of the business to be transacted.**