

Summons:

You are summoned to a meeting of Aslockton Parish Council which will be held online on Monday, 12 April 2021 at 19.00.

LOGIN – please follow this <u>link:</u>

https://us02web.zoom.us/j/84035499854?pwd=Lzk5WG5VRHQ4Qm4wNSs1cnFrM1NNUT09

to join the meeting. If you cannot connect to the internet you can join the meeting by phoning one of these numbers for an audio connection. Your phone provider may charge you for this call.

Dial by your location

+44 203 481 5240 United Kingdom	+44 203 051 2874 United Kingdom
+44 131 460 1196 United Kingdom	+44 203 481 5237 United Kingdom

Meeting ID: 840 3549 9854

Passcode: 052270

One tap mobile

+442030512874,,87197553819#,,,,*967172# United Kingdom +442034815237,,87197553819#,,,,*967172# United Kingdom

Dial by your location

+44 203 051 2874 United Kingdom +44 203 481 5237 United Kingdom

Meeting ID: 840 3549 9854

Passcode: 052270

Please contact the clerk at clerk@aslockton-pc.org.uk if you are having any

problems logging in.

Signed

Belina Boyer

Clerk to the Council

AGENDA

- 601. To receive and approve apologies for absence.
- 602. To receive disclosures of pecuniary and non-pecuniary interests pursuant to section 31 Localism Act 2011 from councillors on matters considered at this meeting.
- 603. To determine which items on the agenda, if any, require the exclusion of public and press under the Public Bodies (Admissions to Meetings) Act 1960 1 (2) and resolve to exclude public and press for these items. The Exclusion of public and press is recommended for item APC21-617 due to the personal nature of the matters under discussion.
- 604. To receive minutes of previous Aslockton Parish Council meeting(s) and resolve to sign these as a true record of the meeting(s).
- > To adjourn the meeting for the Public Forum
- > To adjourn the meeting for reports from Borough & County Councillors
- 605. To consider a verbal report about returning to face-to-face meetings at the Thomas Cranmer Centre and any legal implications with regards to planned dates for May.
- 606. To consider an application for co-option onto the Council and witness the signing of the acceptance of office of the candidate.
- 607. To consider and approve the Council's insurance for 2021-22.
- 608. To consider grant applications from St. Thomas Church Aslockton and Aslockton Cemetery Trust.

609. FINANCE

- a) To approve the of Statement of Accounts for March 2021.
- b) To approve the bank reconciliation and resolve for this to be signed.
- c) To consider whether any payments will need to be added to the schedule for payment.
- d) To approve the Payments Schedule for April/May.
- e) To consider and approve the draft year-end financial statement and other year-end reports.

610. PLANNING

- a) To consider the following planning applications for comment
 - 21/00750/REM | Application for matters reserved under application 17/02582/OUT for the approval of appearance, landscaping, layout and scale of the proposed erection of no. 7 dwellings. | Land To North Of Abbey Lane Aslockton Nottinghamshire.

- 21/00876/FUL | Demolish existing side extension/garage.
 Construct two storey side extension and single storey rear extension. External alteration include application of render and cedar cladding. Demolish front wall and create a hard standing to the front forecourt. | New Dawn Dawns Lane Aslockton Nottinghamshire NG13 9AD
- b) To note the following planning decisions
 None at time of drafting.

611. PLAYING FIELD

- a) To receive verbal update on the progress of works on the playing field
- b) To note the draft minutes of the March Trustee Meeting and the Management Committee meeting.

612. ALLOTMENTS

To receive an update on allotments.

- 613. To consider and adopt a media policy.
- 614. To note correspondence previously circulated by email.
- 615. To consider a complaints policy and procedure.
- 616. To consider a vexatious complaints policy and procedure.
- 617. To consider a complaint from a member of the public.
- 618. Items for next agenda.
- 619. To confirm the Date and Time of the next Parish Council Meeting.

Minutes of the Meeting of Aslockton Parish Council on Monday, 08 March 2021

Members Present	Members Present	Members Absent
J Beet (JB)	C Haslam (Chairman) (CH)	
J Brown (JPB)	A Lister (AL)	
I Hanney (IH)		

In Attendance: The Clerk Mrs B Boyer

Also Present: Cllrs Stockwood (Borough) and two members of the public

Due to technical problems the meeting start was delayed

584. To receive and approve apologies for absence.

There were none

585. To receive disclosures of pecuniary and non-pecuniary interests pursuant to section 31 Localism Act 2011 from councillors on matters considered at this meeting.

There were none.

586. To receive minutes of previous Aslockton Parish Council meeting(s) and resolve to sign these as a true record of the meeting(s).

The Council resolved to approve the minutes of the meeting 08 February 2021 and to sign them as a true record of that meeting.

To adjourn the meeting for the Public Forum

A member of the public had joint the meeting to observe and decide whether or not to apply for co-option onto the council.

> To receive reports from Borough & County Councillors

Cllr Stockwood reported that both hers and Cllr Horan-Purdue's community fund applications had been approved as submitted. RBC had been very busy rolling out business support grants and had come out top in the country for its speed and coverage in the roll-out.

587. To receive new information on the return to physical meetings and consider bringing the date of the Annual Parish Council meeting forward

to Wednesday, 05 May 2021 in light of this new information as suggested by Nottinghamshire Association of Local Councils.

The Clerk would ascertain if a face-to-face meeting at the Thomas Cranmer Centre could go ahead on 10th May whilst meeting all legal requirements and report back at the next meeting.

588. To receive a brief verbal update of the Town and Parish Forum - Thursday 4th March 2021.

The Clerk gave a brief update of the Town and Parish Forum.

589. To receive a progress report on the Parish Council Facebook Page.

The Clerk reported that the council's Facebook Page was now up and running. Councillors should subscribe to it and encourage others to do so, too.

590. To consider and approve the Council's assets register.

The Council resolved to approve the Council's asset register with the addition of 40 lamppost poppies.

591. To consider the desired location for four dog waste bag dispenser locations and authorise the necessary expenditure for purchase and installation.

The Council approved the purchase and expenditure for 5 dog waste bag dispensers, fixings, signage and if necessary posts. If posts need to be installed on the public highway, then installation costs would become applicable.

592. FINANCE

a) To approve the of Statement of Accounts for February 2021.

The Council resolved to approve the Statement of Accounts for February 2021. (AL/JB)

b) To approve the bank reconciliation and resolve for this to be signed.

The Council resolved to approve the bank reconciliation and for it to be signed. (CH/JPB)

c) To consider whether any payments will need to be added to the schedule for payment.

There were none.

d) To approve the Payments Schedule for March/April.

The Council resolved to approve the Payments Schedule for March/April.

SCHEDULED ACCOUNTS FOR PAYMENT IN

March

Details		Amount
Staff Costs	£	581.07
WFHA	£	26.00

- 593. To consider whether to submit any observations to the following consultations:
 - Right to Regenerate

Cllr Haslam invited a member of the public to speak on the subject of the Right to Regenerate consultation.

The Council resolved that the member of the public would put his observations in writing and circulate it to Cllrs Brown, Hanney, and Beet who would contribute their input. The Clerk was delegated to submit the Council's consultation submission.

594. PLANNING

a) To consider the following planning applications for comment

There are currently no requests for consultation that have not already been commented on.

- b) To note the following planning decisions
 - 21/00098/NMA | Application for a non material amendment to planning permission 18/02728/REM to revise plot 4 and 6 (mirrored) by replacing 2 no. bay windows with standard windows to front elevation. Chimney made external rather than internal and remove flat roof from rear single storey. | Land To North Of Cliffhill Lane Aslockton Nottinghamshire - Not Agreed

595. PLAYING FIELD

a) To receive verbal update on the progress of works on the playing field.

Cllr Haslam gave a verbal update on the works on the playing field. The fence had been completed and the contractor was now just waiting to install a replacement gate post to complete the project. The Council wanted to thank the contractor for their work which had made a massive improvement to the playing field and its visual appeal.

Cllr Haslam had been liaising with the residents at the bungalow. The resident should be reminded to direct their enquiries directly to the council rather than individual councillors.

Initial	1-
Initiai	15

Poor weather conditions had so far prevented reseeding the entrance area.

Cllr Hanney had been informed that no prosecution would be brought against the people suspected of vandalising the picnic tables on the playing fields.

The Playing Field Management Committee was looking into the installation of CCTV on the playing field pavilion to prevent recurrences.

b) To note the date and time of the next trustee's meeting.

The Council noted the time of the next Trustees meeting as 18 march at 19.30 on Zoom.

596. ALLOTMENTS

To receive an update on allotments.

The Council received a verbal update and

597. To consider and adopt a media policy.

The Council adopted the Media Policy as presented.

598. To note correspondence previously circulated by email.

The Council noted the correspondence previously circulated.

599. Items for next agenda

- Dog waste bag dispensers
- Village gateways summary of process so far
- Co-option

600. To confirm the Date and Time of the next Parish Council Meeting: 12 April 2021 at 19.00.

The date for the next scheduled meeting was confirmed as Monday, 12 April 2021 at 19.00.

Signed as a true record of the meeting	Date



Date of this letter
16th February 2021

Master policy number
RGBDX6962034

Quote number
2934996

Your policy schedule

Your Council Commercial Combined Insurance policy

Important Information

- This document contains the schedule and any endorsements which form part of your policy and is based on the information provided to us.
- The policy wording, schedule and endorsements should be read together as they show the cover we are providing.
- Please check the details are correct and that the cover meets your needs.
- If the details are incorrect or the cover does not meet your needs please contact your insurance advisor.
- If any of the information is incorrect we may change the terms and conditions, premium or withdraw cover.

Data Protection Notice

You may be aware that the European Union has introduced a new Regulation, known as the General Data Protection Regulation (GDPR), which applies to every organisation handling personal data.

Under the new regulation, your rights as a customer have been updated and expanded. We have updated our privacy policy to explain these rights as well as other changes required by the regulation.

View our privacy policy online at www.axa.co.uk/privacy-policy to find all about your rights, the information we collect on you and why. If you do not have access to the internet please contact us and we will send you a printed copy

Policyholder details

Aslockton Parish Council 3 Jackson Court Farndon Newark Nottinghamshire NG24 3TS

Business description

Parish Council

Population

5000

Your period of insurance

Date this cover starts: 1st April 2021

Date this cover expires: 31st March 2022

Renewal date: 1st April 2022

Your 3 Year Long Term Agreement Premium

Premium: £280.05

Insurance Premium Tax (IPT) at the current rate: £33.61

Total amount payable: £313.66

Endorsements that apply to this section

Long term agreement

b.

a. Long term agreement shall mean an agreement between you and us for a period of three years. For the duration of the agreement we agree to leave unchanged your annual premium rates and policy details. In return, you agree to renew with us each year for the duration of the agreement.

Annual renewal date shall mean the following date: 1st April

c. Claims payments and costs shall mean the total of all:

i. claims and losses paid; and

ii. legal costs and expenses incurred; and

iii. new reserves and increases in reserves, during the preceding 12 months.

d. Income shall mean the total of the gross premiums and any additional premiums, net of any returned premiums earned during the period of the agreement. We and you agree that this policy is subject to a long term agreement beginning on the renewal of the policy and ending 3 years later, provided that:

1. at each annual renewal date the total of all claims payments and costs does

not exceed 40% of the income;

2. there are no changes to the material facts concerning your policy; and there are no changes to Insurance Premium Tax during the period of the long term

agreement

e. This long term agreement will expire on: 31st March 2022

Your cover summary

Section	
Property Damage	Insured
Business Interruption	Insured
Money and Personal Accident Assault	Insured
Group Personal Accident	Insured
Employers Liability	Insured
Public and Products Liability	Insured
Selected all risks	Insured
Officers Liability (Officials Indemnity)	Insured
Employment Practices Liability	Insured
Council Legal Liability and Legal Expenses (including	Insured
Employee Dishonesty)	
Terrorism	Not Insured
Equipment Breakdown	Not Insured

Quote covers

Property damage section	Included
Property insured	Sum insured
All risks including theft	
Buildings including subsidence (unless otherwise spec	fied) £0.00
General Contents	£0.00
Gates & Fences	£0.00
Mowers & Machinery	£0.00
Natural Surfaces	£0.00
Other Surfaces	£0.00
Office Contents	£0.00
Outside Equipment	£2,080.60
Playground Equipment	£0.00
Sports Equipment	£0.00
Street Furniture	£8,136.02
War Memorials	£0.00
Additional covers	
Cover	Limits
COVE	Buildings: 100,000 or 10% of the
	buildings sum insured, whichever is
Bequeathed property	the lower.
	Contents: £10,000 any one item
	£25,000 in total
Capital additions	10% of building sum insured or
	£500,000 whichever is the lower
Contents kept at home	£25,000 or 10% of contents
	whichever is the lower
Contract works	10% of the buildings sum insured or £100,000 whichever is the lower
Discharge of oil	£10,000 aggregate
Drains clearance	£5,000
Environmental protection	10% of sum insured
Exhibitions	£25,000 or 10% of contents
	whichever is the lower
Fire extinguishing expenses	£10,000
Freezer contents	£5,000
Fund raising cover	£5,000
Fund raising and catering cover	£5,000
Further investigation expenses	10% of the sum insured or £100,000
	whichever is the lower
Glass breakage	£10,000

Inadvertent omission	£500,000
Landscaped gardens	£15,000
Locks and keys	£10,000
Loss reduction expenses	£2,500 aggregate
Metered water or gas	£25,000 aggregate
Motor vehicles (stationary risk)	Not included
Patterns	£2,500 any one claim
Public relations expenses	Not included
Raffle prizes and donations	£1,500 total, £500 any one item
Sprinkler upgrade costs	10% of the building sum insured any one claim
Theft of building fabric	£2,500 any one claim
Trace and access	£25,000 any one claim
Unauthorised use of electricity, gas, oil and water	£5,000 any one claim
Undamaged stock	£5,000 any one claim
Undamaged tenants improvements	£5,000 any one claim
Underground pipes and services	£5,000 any one claim
Unspecified storage sites	£5,000 any one claim
Contents definition automatically includes	Limits
Personal effects including pedal cycles	£10,000
Rare books	£2,500 item limit, £10,000 total
Outdoor furniture, heaters, ornaments and statues located outside and within the confines of your premises	£5,000
Marquees and associated lighting	£10,000
Defibrillators	£5,000
Excesses	
Damage by fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or earthquake	£nil
Flood damage	£250
Theft or attempted theft	£250
Theft of building fabric	£250
Subsidence excess	£1,000
Contract works	£250
All other damage	£250
Endorsements that apply to this section	
"Excess Amendments	

The excesses under the **Property damage section** are restated as follows:

Damage by fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or earthquake: £250

Flood damage: £250

Malicious damage, theft or attempted theft: £400

Theft of building fabric: £400

Impact damage: £400

Subsidence excess: £1,000

Contract works: £250
All other damage: £400"

CC01 Floating amount insured (Contents)

The cover under this section applies to all locations occupied by **you** in connection with **your business** within the **policy territories**. **Our** liability will not exceed the **sum insured** shown in **your policy schedule** for **damage to your contents** however many locations are affected.

CC03 Flat roof condition

Any flat portions of the roof of the **buildings** are to be inspected once every two years by a competent roofing contractor and any recommendations implemented.

CC05 Contents temporarily elsewhere

We will not make any payment when such property is temporarily outside the UK unless it is in **your care**, custody or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or building.

CC07 Floating amount insured (Buildings)

The cover under this section for Gates and fences, Fixed outside equipment, Street furniture, War Memorials, Playground equipment, Sports surfaces and Other surfaces applies to all locations occupied by **you** in connection with **your business** within the **policy territories**. **Our** liability will not exceed the **sum insured** shown in **your policy schedule** however many locations are affected.

Minimum security standards condition

You must comply with the **Minimum security standards condition – Level 1**, stated under the **Section conditions** within **your policy**.

Specific section conditions that apply to this section

- 3 Subsidence cover
- 4 Deep fat frying condition
- 7 Loss of excess/No Claims Discount

Business interruption section

Included

Cover	
Perils as per the Property damage section	
Loss of revenue	£10,000 12 months indemnity period
Increase cost of working	£10,000 12 months indemnity period

Loss of rent receivable		£0.00 12 months indemnity period
Additional covers		penou
Cover		Limits
Contract sites		£10,000 any one contract site
Denial of access		100% of the sum insured
Denial of access non damage		not included
Exhibition		£10,000 any one claim
Exhibition expenses		£10,000 any one claim
Failure of public utilities		Included
Public electricity supply	8 hours	100% of the sum insured
Public gas supply	8 hours	100% of the sum insured
Public water supply	8 hours	100% of the sum insured
Public telecommunications services	8 hours	100% of the sum insured
Failure of utilities 'terminal ends'		not included
Fines, penalties and damages		£2,500 any one claim
		£2,500 any one period of
Key person cover		insurance
		Weekly benefit £250
Loss of attraction		not included
Loss reduction expenses		£2,500 any one period of
		insurance
Patterns	·····	£10,000 any one claim
Theft of buildings fabric		100% of the sum insured
Transit		£10,000 any one claim
Unspecified customers		£100,000 any one claim
Unspecified suppliers and storage sites		£100,000 any one claim
Endorsements that apply to this section		

CC02 Floating amount insured (Business interruption)

The cover under this section applies to all locations occupied by **you** in connection with **your business** within the **policy territories**. **Our** liability will not exceed the **sum insured** shown in **your policy schedule** however many locations are affected.

Specific section conditions that apply to this section

- 1 Deposit premium condition
- 2 Declaration linked cover
- 3 Subsidence

Money and personal accident assault section	Included
Cover details	Limits
Negotiable money in transit	£2,500
Negotiable money on premises during business hours	£10,000

Locked safe limit	£10,000
Negotiable money on premises and not in a locked safe outside business hours	£2,500
Maximum amount of negotiable money carried by any one person	£2,500
Maximum amount of negotiable money at the residence of any insured person	£2,500
Non-negotiable money limit	£250,000
Excess	
Each and every claim	£250
Endorsements that apply to this section	
n/a	
Specific section conditions that apply to this section	
2 Minimum security standards condition – Level 1	

Group personal accident section

Included

Insured Person(s) Employees councillors & volunteers				
Operative Time	Whilst undertaking business activities			
	Benefit payable			
Benefits				
Injury resulting in;				
1. Death	£100,000			
2. Loss of limb	£100,000			
4. Permanent total disablement	£100,000			
5. Temporary total disablement	£500 payable for up to 104 weeks excluding the first 2 weeks of disablement			
6. Temporary partial disablement	£500 payable for up to 104 weeks excluding the first 2 weeks of disablement			

Additional benefit

Medical expenses

In addition to the benefits specified above, **we** will refund **medical expenses** paid by the **insured person** due to **injury** and for which a claim is payable under this section. The maximum we will pay is 10% of the amount paid under Items 1, 2, 3 or 4 of the benefits table or 25% of the total amounts paid under Items 5 or 6, whichever is the greater, but subject to a maximum of £10,000.

Special conditions relating to payment of benefit:

Maximum benefit limit

a) The maximum amount of benefit we will pay in total

for any one **insured person** is

£1,000,000

b) The maximum amount of benefit in total we will pay

Employers liability section

Included

Cover details	Limit of indemnity
Employers Liability	£10,000,000 any one
Employers Liability	occurrence
Manalaughtor costs	£1,000,000 any one period of
Manslaughter costs	insurance
Safaty logiclation costs	£1,000,000
Safety legislation costs	any one period of insurance
Terrorist Act	£5,000,000
TEHOUSE ACE	any one occurrence

Endorsements that apply to this section

CC06 Employers Liability Tracing Office (ELTO) - mandatory information required

You must provide us with the following information for each entity insured under this section of the policy:

- 1. Employer name; and
- 2. Full address of employer including postcode; and
- 3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, you must provide us with one of the following reasons:

- a. The entity has no employees; or
- b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. The entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform **us** immediately of any changes to the above information. This information is required by **us** to enable compliance with mandatory regulatory requirements for Employers' liability insurance.

Public and products liability section

Included

Cover details	Limit of indemnity
Public Liability	£10,000,000
r ubile Liability	any one event
Hirers Indemnity	£5,000,000
Libel and slander	£500,000
	any one period of insurance
Products Liability	£10,000,000
Troudets Elability	any one period of insurance
Clean up costs	£1,000,000
Olean up costs	any one period of insurance
Data protection	£1,000,000
Data protection	any one period of insurance
Manslaughter costs	£1,000,000
	any one period of insurance
Safety legislation costs	£1,000,000
Salety legislation costs	any one period of insurance
Terrorist Act	£2,000,000
I GII UII SI AUI	any one period of insurance

oss of third-party keys			£2,500
			any one period of insurance
Jnauthorised use of third-p	party telephones by you	r	£2,500
employees			any one period of insurance
Excesses			
Property damage			£250
Clean up costs			£250
All other claims			£250
Endorsements that apply	to this section		
n/a			
Selected all risks so specific items	ection – cover for		Included
tem	Location		Sum insured
Civic Regalia	European Union		£0.00
Artwork	European Union		£0.00
Museum Articles	European Union		£0.00
Total Selected All Risks	European Union		£0.00
Business Equipment	European Union		£5,000
			0050
Excess Endorsements that apply to this section			£250
Endorsements that apply to this section		ection	£250
Endorsements that apply to this section n/a Specific section conditio	ards condition – Level 1		Included
Endorsements that apply to this section n/a Specific section condition Minimum security standa	ards condition – Level 1		
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Endorsements that apply to this section

Employee dishonesty cover amendment

Equipment breakdown section

The limit under this cover is as stated in the **schedule** and not as otherwise stated in the **policy**.

CC0015 Council legal liability excess amendment

You will not need to pay the Company legal liability **excess** shown on **your** policy schedule other than in respect of Employee Dishonesty cover and Third Party electronic funds transfer cover.

Terrorism section	Not Included
Cover details	
As per Property damage and Business interruption section	

Not included

Equipment breakdown section	Not iliciaded
Cover details	
Equipment	£0.00
	£5,000 total amount insured
Hazardous substances	across all Property sections
	combined
Reconstitution of electronic data	£5,000
Expediting expenses	£5,000
Computers	£5,000

Additional Endorsements

Oil and water storage tanks

The following exclusion is added to your policy (**not applicable to** Group Personal Accident, Employers liability, Public & products liability, Officers liability, Employment practices liability, Council legal liability & legal expenses, Terrorism and Equipment breakdown sections)

Coronavirus exclusion

In respect of all cover provided under your policy and notwithstanding any other provision, no cover is provided under your policy for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof. This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- 1 any fear or threat (whether actual or perceived) of; or
- 2 any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

ASLOCKTON PARISH COUNCIL

APPLICATION FOR A GRANT FROM ASLOCKTON PARISH COUNCIL

To help plan for the forthcoming financial year's budget organisations in the civil parish of Aslockton seeking support for a project, or to hold an event, are required to submit requests for consideration BEFORE the annual budget setting meeting.

NAME OF ORGANISATION Aslockton Cemetery Trust

CONTACT NAME + POSITION IN THE ORGANISATION Peter Duffell, Treasurer

ADDRESS
TEL NUMBI

DETAILS OF APPLICATION (IF NECESSARY, ATTACH SUPPORTING INFORMATION) INCLUDING TOTAL COST OF YOUR PROJECT/EVENT

The Cemetery Trust would like to apply for the annual grant that has been generously supported by the Parish Council in previous years. As the Council will be aware, the Cemetery is run by volunteers and is entirely dependent upon the small amount of income it receives from Allotment rentals, the Parish Council grant and any income from burials. This year we have had to meet the cost of work to the trees at the front of the Cemetery as they were overhanging the road and impacting on the overhead BT telephone lines, with engineers refusing to work on them on the grounds of health and safety. This worked consumed all of the income for 2019 after we had paid for public liability insurance.

We have a number of ongoing maintenance projects that need attention in 2021 and will find it difficult to do these without Parish Council support. Noting we have to keep the Cemetery accessible for villagers who wish to visit family graves.

Much of the maintenance is undertaken by volunteers who generously give their time in order to trim hedges, cut grass and generally keep up the appearance of the Cemetery for visiting relatives. The Cemetery is an active burial ground and mainly serves families from within the village. Consequently, we have village residents visiting all year round, especially at Christmas, Easter and significant days such as Mothers or Fathers Day. Indeed, the largest expense we have is the public liability insurance (as mentioned above) that we have to maintain, due to the Cemetery being a public space accessible to any visitors.

The financial support of the Parish Council, through the annual grant, is essential for the Trustees to continue to operate the Cemetery and Allotments for the benefit of Aslockton as a village, as it does now.

DETAILS OF OTHER FUNDING YOUR GROUP HAS APPLIED FOR/WILL APPLY FOR; MONEY YOU HAVE ALREADY SECURED AND FUND-RAISING EFFORTS PLANNED

We have occasional donations from families of deceased buried in the Cemetery, however we have not received any significant bequests in the last two years. We have not applied for any other funding.

THE AMOUNT OF YOUR REQUEST TO ASLOCKTON PARISH COUNCIL: £175 – noting the above, the Trustees would be grateful if the Parish Council could consider an increase in the grant from April 2021.

YOUR GROUP'S BANK ACCOUNT DETAILS



Aslockton Parish Council GRANT MAKING POLICY

- Grants may be awarded to groups and organisations who are able to demonstrate benefit to the Civil parish of Aslockton.
- The power to award a grant is restricted by Local Govt Act 1972 S.137 and cannot be awarded to an individual person, only to groups, bodies, charities etc.
- Local Govt Act 1894 S.8 prevents the payment of funds from a Parish Council to a Church including a Parochial Church Council.
- Grant applications must be submitted on an application form in order to be considered (supplementary information will be accepted).
- Applications will be considered on individual merit at the January precept & budget setting meeting
- In the case of annual grant applications, a new application form MUST be submitted each year.
- The Parish Council must have evidence of 'NEED'. Therefore, a copy of your groups last two bank statement for ALL bank accounts you hold and a copy of your most recent audited accounts must be provided with this application.
- Applications to be submitted form to the clerk by 31st December.
- All grants will be paid by bank transfer and only to bank in the name of the group not an individual person.
- Ensure you state the full name of your group bank account on the form, changes to internet banking security now require exact name details for the payment to be made.
- It is a legal requirement for a Parish Councils spending £2000+ and best practice for amounts under this, for the RECEIPIANT to provide within 12 months of receipt of the grant, proof of what the money was spent on. Please ensure you email aslocktonparishcouncil@outlook.com a statement and copies of receipts for what the money was spent on.

ASLOCKTON PARISH COUNCIL

APPLICATION FOR A GRANT FROM ASLOCKTON PARISH COUNCIL

To help plan for the forthcoming financial year's budget organisations in the civil parish of Aslockton seeking support for a project, or to hold an event, are required to submit requests for consideration BEFORE the annual budget setting meeting.

NAME OF ORGANISATION Aslockton Cemetery Trust

CONTACT NAME + POSITION IN THE ORGANISATION Peter Duffell, Treasurer

ADDRESS
TEL NUMBI

DETAILS OF APPLICATION (IF NECESSARY, ATTACH SUPPORTING INFORMATION) INCLUDING TOTAL COST OF YOUR PROJECT/EVENT

The Cemetery Trust would like to apply for the annual grant that has been generously supported by the Parish Council in previous years. As the Council will be aware, the Cemetery is run by volunteers and is entirely dependent upon the small amount of income it receives from Allotment rentals, the Parish Council grant and any income from burials. This year we have had to meet the cost of work to the trees at the front of the Cemetery as they were overhanging the road and impacting on the overhead BT telephone lines, with engineers refusing to work on them on the grounds of health and safety. This worked consumed all of the income for 2019 after we had paid for public liability insurance.

We have a number of ongoing maintenance projects that need attention in 2021 and will find it difficult to do these without Parish Council support. Noting we have to keep the Cemetery accessible for villagers who wish to visit family graves.

Much of the maintenance is undertaken by volunteers who generously give their time in order to trim hedges, cut grass and generally keep up the appearance of the Cemetery for visiting relatives. The Cemetery is an active burial ground and mainly serves families from within the village. Consequently, we have village residents visiting all year round, especially at Christmas, Easter and significant days such as Mothers or Fathers Day. Indeed, the largest expense we have is the public liability insurance (as mentioned above) that we have to maintain, due to the Cemetery being a public space accessible to any visitors.

The financial support of the Parish Council, through the annual grant, is essential for the Trustees to continue to operate the Cemetery and Allotments for the benefit of Aslockton as a village, as it does now.

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Financial Statement for the Year to Date

31/03/2021

	Year to						
Receipts	Date Actual	Annual Budget	Balance Remaining				
Precept	11,905.00	11,905.00	0.00	RECEIPTS	March		
Interest from Bank	7.13	25.00	15.37		Interest	£	0.10
Allotment Rents	645.00	150.00	-190.00		Whatton Fence contribution	£	1,766.80
Allotment Deposits	170.00	N/A	N/A		NCC Grant	£	800.00
Other	2,570.60	N/A	N/A		Allotment rents	£	260.00
VAT	0.00	8.71	8.71				
A) - TOTAL RECEIPTS	15,297.73	12,089	-165.73		Total	£	2,566.90
Payments							
General Administration	1,838.12	1,550	-288				
Section 137 and non S137 grants	400.00	700	300				
Staffing	5,865.39	4,809	4,021				
Allotments	324.00	550	341				
Playing Field	10,183.61	3,500	-6,684				
Verges	0.00	0	0	PAYMENTS	March		
Planters/other village amenities	86.34	400	314		Details		Amount
VAT	1,001.57	0	0		Staff Costs	£	581.07
Other	970.61	580	54		WFHA	£	26.00
B) - TOTAL PAYMENTS	20,669.64	12,089	4,127				
Bank Charges	0.00	0	0		Total	£	607.07
C) - CASH BOOK BALANCE (A-B)	-5,371.91	0	4,127				
D) - BALANCE brought forward	18,717.73				*NB. Slight difference to		
Cumulative Funds for this Period (C+D)	13,345.82	0	4,507		payment schedule.		

CUMULATIVE FUND ANALYSIS

EARMARKED RESERVES			FOR PAYMENT IN	April	
Village Amenities	358		Details	P	lmount
Playing Field Contingency	1,350 Play	y equipment grant	Staff Costs*	£	589.07
Allt Rents & Maintenance	1,464		WFHA	£	26.00
Allotment Deposits	230		Green Bin	£	25.00
Footpaths	300		Grants if appoved	£	350.00
5 Villages Speedwatch	152		Insurance	£	363.66
Traffic Measures – interactive signs	2,150		Dog Wastes bag dispensers	£	637.92
Elections	514				
Transparency Fund	0 Wel	bsite and laptop			
GENERAL RESERVE	6,828				
TOTAL BALANCE Cumulative Funds	13,345.82		Total		£1,991.65
Balance Current Acct Stat (286)	2,530.37		^ late additions		
Balance Deposit Acct Stat (871)	10,815.45	Difference	*Please note that staff costs	are a	pproximate
	13,345.82	0.00	Due to Year End and "roll-ov	/er"	

Proposed By:

SCHEDULED ACCOUNTS

Seconded By:

Bank Reconcilation Aslockton Parish Council Financial Year ending: 31 March 2021

Prepared by: B Boyer. Date: 05/04/2021

Approved by: Date: 12/04/2021

Bank statements date 31 March 2021

Reconcilation date:

STATEMENT BALANCES

Nat West Current Nat West Business Reserve 2,530.37

10,815.45

Opening Balance 13,345.82

LEDGERS

18,717.73 Receipts to date 15,297.73 20,669.64 13,345.82 Payments to date Running balance

13,345.82

21,100.18

Sub-total

Un-banked Receipts

Sub-total

Un-presented payments:

NET BALANCE 13,345.82 Cashbook balance

Statement Balance 13,345.82 Difference



Account number: 69001286

Sort code: 60-02-41

BIC: NWBKGB2L

IBAN: GB92 NWBK 6002 4169 0012 86

BUSINESS CURRENT ACCOUNT

ASLOCKTON PARISH COUNCIL

Branch Details	Your current details	Period	27 Feb 2021 to 31 Mar 2021
WEST BRIDGFORD (A) 52 RECTORY ROAD	MRS BELINA BOYER 3 JACKSON COURT	Previous Balan	ce £310.64
WEST BRIDGFORD	FARNDON	Paid out	£607.07
NOTTINGHAM	NEWARK NOTTINGHAMSHIRE	Paid in	£2,826.80
NG2 6FF	NG24 3TS	New Balance	£2,530.37

Date	Туре	Description	Paid in	Paid out	Balance
BROUGHT FO	RWARD				310.64
15 Mar 2021	STANDING ORDER	NOTTS LGPS , ASLOCKTON P C , FP 15/03/21 30 , 18013456533468000N		20.58	290.06
17 Mar 2021	AUTOMATED CREDIT	NOTTINGHAMSHIRE C , 1000 2002898025 K	800.00		1,090.06
19 Mar 2021	ONLINE TRANSACTION	BOADEN S A , BOADEN , VIA ONLINE - PYMT	20.00		1,110.06
22 Mar 2021	AUTOMATED CREDIT		Allotment e 20.00		1,130.06
	AUTOMATED CREDIT		30.00		1,160.06
	AUTOMATED CREDIT		30.00		1,190.06
	AUTOMATED CREDIT		10.00		1,200.06
	AUTOMATED CREDIT	Redacted personal detail. Allotment rents.	30.00		1,230.06
	AUTOMATED CREDIT		40.00		1,270.06
	ONLINE TRANSACTION		30.00		1,300.06
	ONLINE TRANSACTION		20.00		1,320.06
26 Mar 2021	ONLINE TRANSACTION		30.00		1,350.06
29 Mar 2021	ONLINE TRANSACTION	SLA WHATTON PC V , APC2021-00 , VIA ONLINE - PYMTB	1,766.80		3,116.86



BUSINESS CURRENT ACCOUNT

Account number: 69001286

Sort code: 60-02-41 BIC: NWBKGB2L

IBAN: GB92 NWBK 6002 4169 0012 86

ASLOCKTON PARISH COUNCIL

Branch Details	Your current details
WEST BRIDGFORD (A)	MRS BELINA BOYER
52 RECTORY ROAD	3 JACKSON COURT
WEST BRIDGFORD	FARNDON
NOTTINGHAM	NEWARK
	NOTTINGHAMSHIRE
	NG24 3TS
NG2 6FF	

Date	Туре	Description	Paid in	Paid out	Balance
CONTINUED					•
31 Mar 2021	ONLINE TRANSACTION	Salaries and Wages 0	Costs		
	ONLINE TRANSACTION				
	ONLINE TRANSACTION				2,530.37

Deposit Guarantee Scheme Information

Your deposit is eligible for protection under the Financial Services Compensation Scheme (FSCS). A link to the FSCS Information Sheet and list of exclusions can be found on your online statement. For further information about the compensation provided by the FSCS, refer to the FSCS website at www.FSCS.org.uk

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National Westminster Bank Plc, registered in England and Wales No. 929027. Registered office: 250 Bishopsgate, London EC2M 4AA. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



Mrs Belina Boyer Aslockton Parish Council 3 Jackson Court Farndon Newark Nottinghamshire NG24 3TS

CRATEGRAYMENT pany AUTHORISED	
CLLR.1	,
CLLR. 2	
DATE PAYMENT MADE	
CHEQUE NO./	

Date: 16th February 2021

Client Reference: 2934996

Type of Policy	Insurer	Insurer Pol No.	Policy Term	Premium(£)
Local Council Scheme	Pen Underwriting Limited	RGBDX6962034	01/04/2021 to 31/03/2022	£280.05
Sub Total	-			£280.05
Total Fees				£50.00
IPT at the prevailing rate				£33.61
TOTAL				£363.66

Payment Options	Notes				
BACS Payment	If you'd like to pay by bank transfer, please send your payment to :				
Note: These details have	Bank:	Lloyds			
changed in the last 12	Sort Code:	30-80-12			
months, please ensure you check any pre-	Account :	19511668			
existing payees on your	Account Name:	Arthur J. Gallagher			
internet banking	Reference:	Please quote 2934996			
Cheque Please make your cheque payable to Came & Company with noted on the reverse					
	Please post them to; Blenheim House, 1-2 Bridge Street, Guildford, Surrey GU1 4RY				



Came & Company Local Council Insurance
Blenheim House, 1-2 Bridge Street, Guildford, Surrey, GU1 4RY
T: 01483 462860
E: local.councils@cameandcompany.co.uk
www.parishinsurance.co.uk



JRB Enterprise Ltd Unit 27 Old Wool Lane Demmings Road Ind Est Cheadle, Cheshire SK8 2PE

T: 0161 491 5001 E: info@jrbenterprises.com

Invoice

Aslockton Parish Council
Attention: Accounts Payable
3 Jackson Court
Farndon
NEWARK
Newark
Nottinghamshire
NG24 3TS
GBR

Invoice Date 07 Apr 2021 Invoice Number 22339 Order Numner Email: 01-04-2021

Description	Quantity	Unit Price	VAT	Amount GBP
JRB-1808, Dog Glove (waste bag) Dispenser	5.00	79.00	20%	395.00
JRB-B12, Binding Bracket for Dog Glove Dispenser	5.00	12.60	20%	63.00
JRB-TC01, Tamtorque Clamp Set (70-100mm)	4.00	4.95	20%	19.80
JRB-TC3, Tamtorque Clamp Set (180-250mm)	1.00	4.95	20%	4.95
JRB/TC/Tool, Tamtorque Driver bit tool	1.00	3.95	20%	3.95
JRB-DGP15, Economy Dispenser Dog Glove (Dispenser Refill Waste Bags) 800 per case, Totally Degradable (Upgrade to Standards as out of stock of Econ - Same price)	1.00	22.90	20%	22.90
Carriage, Carriage	1.00	22.00	20%	22.00

Deliver to: Chris Haslam Marrowen Abbey Lane Aslockton NG13 9AE

Order Contact: Belina Boyer

Tel: 07873 886585

Amount Due GBP	637.92
Total Net Payments GBP	0.00
Invoice Total GBP	637.92
Total VAT 20%	106.32
Subtotal	531.60

Bank Details: JRB Enterprise Ltd Sort Code: 20-82-14 Account Number: 10082023

Cheques made payable to JRB Enterprise Ltd
Terms: 30 Days VAT Registration No: 757996451

clerk@aslockton-pc.org.uk

Subject: FW: Parish Council Green Bin

From: Katie Senior

Sent: 18 March 2021 12:59

To: CHRIS Haslam

Subject: Parish Council Green Bin

Hi

It's that time of year again, and I have paid Rushcliffe BC for the Garden Waste bins. Please would you transfer £25 for "your" bin to the following account

Name: PCC of St Thomas Churchyard Account

Sort Code: 60-02-41 Account No: 21507317

I need to check if anyone has applied to you for the grant towards upkeep of the churchyard! Hopefully a churchwarden is on the case.

Many thanks

Katie

Katie Senior Hon Treasurer, St Thomas' Church, Aslockton

ANNUAL RETURN - ENGLAND FOR THE YEAR ENDED 31 March 2021

Aslockton Parish Council

SECTION 2 - THE STATEMENT OF ACCOUNTS

I certify that the accounts contained in this return present fairly the financial position of the council, are consistant with the underlying financial records and have been prepared on the basis of Receipts and Payments.

Responsible Financial Officer Date

I confirm that these accounts are approved by the Council and recorded as council minute reference XXXX

Dated

Signed on behalf of the above Council (Chair) Date

This Year £

Box Title Last Year £ To 31 March Explanation



Title	Lact Voar C	To 21 March	Evolunation
nue	Last Year £	To 31 March 2021	Explanation
¹ Balances brought forward	16,922	18,718	Total balances & reserves at the beginning of the year as recorded in the Financial Records
2 Annual Precept	9,148	11,905	Total amount of Precept income received in the year
3 Total other receipts	1,148	3,393	Total income or receipts as recorded in the cashbook minus the Precept
4 Staff costs	4,701	5,865	Total expenditure or payments made to and on behalf of all employees. Include salaries and wages, PAYE and NI (employees and employers), pension contributions.
Loan 5 interest/Capital repayments	-	-	Total expenditure or payments of capital and interest made during the year on borrowings
6 Total other payments	3,799	14,804	Total expenditure or payments as recorded in the cashbook minus employment costs (Line 4) and loan / interest expenditure / payments (Line5)
7 Balances carried forward	18,718	13,346	Total balances and reserves at the end of the year. [Must equal $(1+2+3)-(4+5+6)$]
8 Total Cash & Investments	18,718	13,346	The sum of all current and deposit bank accounts, cash holdings and as held
9 Total Fixed Assets	20,055	20,538	The recorded current book value at 31 March of all tangible fixed assets as recorded in the asset register
10 Total Borrowings	-	-	The outstanding capital balances as at 31 March of all loans from third parties (usually PWLB)

Explanation of variances – pro forma

Name of smaller authority: Aslockton Parish Council NT0004

County area (local councils and parish meetings only): Nottinghamshire Insert figures from Section 2 of the AGAR in all Blue highlighted boxes

	2019-20	2020-21	Variance	Variance		Automatic responses trigger below based on figures input, DO NOT OVERWRITE THESE BOXES	Explanation from smaller authority (must include narrative and supporting figures)
	£	£	£	%			, <u></u>
1 Balances Brought Forward	16,922	18,718				Explanation of % variance from PY opening balance not required - Balance brought forward agrees	
2 Precept or Rates and Levies	9,148	11,905	2,757	30.14%	YES		Precept increase to accommodate higher budgeted expenditure.
3 Total Other Receipts							
	1,148	3,393	2,245	195.56%	YES		Grant £800 from Community Fund, Re-imbursement of Playing Field costs £1,767
4 Staff Costs	4,701	5,865	1,164	24.76%	YES		Employment of qualified clerk at higher salary and higher pension contributions.
5 Loan Interest/Capital Repayment	0	0	0	0.00%	NO		
6 All Other Payments	3,799	14,804	11,005	289.68%	YES		£9,284 playing field improvements, new laptop £441, Employement of locum clerk
7 Balances Carried Forward	18,718	13,346				VARIANCE EXPLANATION NOT REQUIRED	
					NO		
8 Total Cash and Short Term Investments	18,718	13,346				VARIANCE EXPLANATION NOT REQUIRED	
9 Total Fixed Assets plus Other Long Term Investments and Assets	20,055	20,538	483	2.41%	NO		
10 Total Borrowings	0	0	0	0.00%	NO		



Complaints Policy and Procedure

Adopted

Aslockton Parish Council is committed to providing a quality service for the benefit of the people who live or work in its area or are visitors to the locality. If you are dissatisfied with the standard of service you have received from this council, or are unhappy about an action or lack of action by this council, this Complaints Procedure sets out how you may complain to the council and how we shall try to resolve your complaint.

- 1. This Complaints Procedure applies to complaints about council administration and procedures and may include complaints about how council employees have dealt with your concerns.
- 2. This Complaints Procedure does **not** apply to:
- 2.1. complaints by one council employee against another council employee, or between a council employee and the council as employer. These matters are dealt with under the council's disciplinary and grievance procedures.
- 2.2. Complaints against councillors. Complaints against councillors are covered by the Code of Conduct for Members adopted by the Council on 03 September 2019 SAPC 19-172 2.3. and, if a complaint against a councillor is received by the council, it will be referred to the Standards Committee of Gedling Borough Council. Further information on the process of dealing with complaints against councillors may be obtained from the Monitoring Officer of Gedling Borough Council.
- 3. The appropriate time for influencing Council decision-making is by raising your concerns **before** the Council debates and votes on a matter. You may do this by writing to the Council in advance of the meeting at which the item is to be discussed. Written representation must be received by the Clerk seven clear days before a scheduled meeting in order to allow sufficient time to prepare the necessary reports and add items to the agenda. There may also be the opportunity to raise your concerns in the public participation section of Council meetings. If you are unhappy with a Council decision, you may raise your concerns with the Council, but Standing Orders prevent the Council from re-opening issues for six months from the date of the decision, unless there are exceptional grounds to consider this necessary and the special process set out in the Standing Orders is followed.
- 4. You may make your complaint about the council's procedures or administration to the Clerk. You may do this in person, by phone, or by writing to or emailing the Clerk. The addresses and numbers are set out below. Anonymous complaints or complaints from un-identifiable email addresses will only be considered in exceptional circumstances. Your

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Complaints Policy and Procedure

name and address will not normally be shared and your personal details will be handled in line with the council's privacy policies.

- 5. Wherever possible, the Clerk will try to resolve your complaint immediately. If this is not possible, the Clerk will normally try to acknowledge your complaint within 10 working days.
- 6. If you do not wish to report your complaint to the Clerk, you may make your complaint directly to the Chairman of the Council who will report your complaint to the to the Council.
- 7. The Clerk or the Complaints Committee of the Council or the Council (as appropriate) will investigate each complaint, obtaining further information as necessary from you and/or from staff or members of the Council.
- 8. The Clerk or the Chairman of the Council will notify you within 25 working days of the outcome of your complaint and of what action (if any) the Council proposes to take as a result of your complaint. (In exceptional cases the twenty working days timescale may have to be extended. If it is, you will be kept informed.)
- 9. If you are dissatisfied with the response to your complaint, you may ask for your complaint to be referred to the full Council and (usually within eight weeks) you will be notified in writing of the outcome of the review of your original complaint.

Contacts

The Clerk to Aslockton Parish Council:

By post: 3 Jackson Court, Farndon, Newark, Notts, NG24 3TS

By Email: <u>clerk@aslockton-pc.org.uk</u> by phone: 07873 886585

The Chairman of Aslockton Parish Council

By post: 3 Jackson Court, Farndon, Newark, Notts, NG24 3TS

By Email: cllrhaslam@aslockton-pc.org.uk



ADOPTED BY COUNCIL

A policy for dealing with abusive, persistent or vexatious complaints and complainants

1. Introduction

- 1.1 This policy identifies situations where a complainant, either individually or as part of a group, or a group of complainants, might be considered to be habitual or vexatious. The following clauses form the Council policy for ways of responding to these situations.
- 1.2 In this policy the term habitual means 'done repeatedly or as a habit'. The term vexatious is recognised in law and means 'denoting an action or the bringer of an action that is brought without sufficient grounds for winning, purely to cause annoyance to the defendant'. This policy intends to assist in identifying and managing persons who seek to be disruptive to the Council through pursuing an unreasonable course of conduct.
- 1.3 The term complaint in this policy includes requests made under the Freedom of Information Act 2000 and the Data Protection Act 2018 and reference to the Complaints Procedure is, where relevant, to be interpreted as meaning a request under those Acts.
- 1.4 Habitual or vexatious complaints can be a problem for Council staff and members. The difficulty in handling such complainants is that they are time consuming and wasteful of recourses in terms of Officer and Member time. While the Council endeavours to respond with patience and sympathy to the needs of all complainants there are times when there is nothing further which can reasonably be done to assist or to rectify a real or perceived problem.
- 1.5 Raising of legitimate queries or criticisms of a complaints procedure as it progresses, for example if agreed timescales are not met, should not in itself lead to someone being regarded as a vexatious or an unreasonably persistent complainant. Similarly, the fact that a complainant is unhappy with the outcome of a complaint and seeks to challenge it once, or more than once, should not necessarily cause him or her to be labelled vexatious or unreasonably persistent.
- 1.6 The aim of this policy is to contribute to the overall aim of dealing with all complainants in ways which are demonstrably consistent, fair and reasonable.

2. Habitual or Vexatious Complainants



- 2.1 For the purpose of this policy the following definitions of habitual or vexatious complainants will be used: *The repeated and/or obsessive pursuit of:*
- (1) unreasonable complaints and/or unrealistic outcomes; and/or
- (2) reasonable complaints in an unreasonable manner.
 - 2.2 Prior to considering its implementation the Council will send a *summary* of this policy to the complainant to give them prior notification of its possible implementation.
 - 2.3 Where complaints continue and have been identified as habitual or vexatious in accordance with the criteria set out in Section 3, the staff and Council will seek agreement to treat the complainant as a habitual or vexatious complainant for the appropriate course of action to be taken. Section 4 details the options available for dealing with habitual or vexatious complaints.
 - 2.4 The Clerk on behalf of the Council will notify complainants, in writing, of the reasons why their complaint has been treated as habitual or vexatious and the action that will be taken. Borough and County Councillors for Aslockton Parish Council will also be informed that a constituent has been designated as an habitual or vexatious complainant.
 - 2.5 The status of the complainant will be kept under review. If a complainant subsequently demonstrates a more reasonable approach, then their status will be reviewed.

3. Definitions

3.1 Aslockton Parish Council defines unreasonably persistent and vexatious complainants as those complainants who, because of the frequency or nature of their contacts with the Council, hinder the Council's consideration of their or other people's complaints.

The description 'unreasonably persistent' and 'vexatious' may apply separately or jointly to a particular complainant.

- 3.2 Examples include the way in which, or frequency with which, complainants raise their complaints with staff or how complainants respond when informed of the Council's decision about the compliant.
- 3.3 Features of an unreasonably persistent and/or vexatious complainant include the following (the list is not exhaustive, nor does one single feature on its own necessarily imply that the person will be considered as being in this category):



An unreasonably persistent and/or vexatious complainant may:

- have insufficient or no grounds for their complaint and be making the complaint only to annoy (or for reasons that he or she does not admit or make obvious)
 refuse to specify the grounds of a complaint despite offers of assistance
- refuse to co-operate with the complaints investigation process while still wishing their complaint to be resolved.
- refuse to accept that issues are not within the remit of the complaints policy and procedure despite having been provided with information about the scope of the policy and procedure
- refuse to accept that issues are not within the power of the Council to investigate, change or influence
- insist on the complaint being dealt with in ways which are incompatible with the complaints procedure or with good practice (e.g. insisting that there must not be any written record of the complaint)
- make what appear to be groundless complaints about the staff dealing with the complaints, and seek to have them dismissed or replaced
- make an unreasonable number of contacts with the Council, by any means in relation to a specific complaint or complaints
- make persistent and unreasonable demands or expectations of staff and/or the complaints process after the unreasonableness has been explained to the complainant (an example of this could be a complainant who insists on immediate responses to questions, frequent and/or complex letters, faxes telephone calls or emails)
- harass or verbally abuse or otherwise seek to intimidate staff dealing with their complaint, in relation to their complaint by use of foul or inappropriate language or by the use of offensive and racist language or publish their complaints in other forms of media
- raise subsidiary or new issues whilst a complaint is being addressed that were not part of the complaint at the start of the complaint process
- introduce trivial or irrelevant new information whilst the complaint is being investigated and expect this to be taken into account and commented on
- change the substance or basis of the complaint without reasonable justification whilst the complaint is being addressed
- deny statements he or she made at an earlier stage in the complaint process are known to have electronically recorded meetings and conversations without the prior knowledge and consent of the other person(s) involved
- adopts a 'scattergun' approach, for instance, pursuing a complaint or complaints not only with the Council, but at the same time with, for example, a Member of Parliament, other Councils, elected Councillors of this and other Councils, the Council's Independent Auditor, the Standards Board, the Police, other public bodies or solicitors



- refuse to accept the outcome of the complaint process after its conclusion, repeatedly arguing the point, complaining about the outcome, and/or denying that an adequate response has been given
- make the same complaint repeatedly, perhaps with minor differences, after the
 complaints procedure has been concluded and insist that the minor differences
 make these 'new' complaints which should be put through the full complaints
 procedure persistently approach the Council through different routes or other
 persons about the same issue
- persist in seeking an outcome which Council has explained is unrealistic for legal or policy (or other valid) reasons
- refuse to accept documented evidence as factual
- complain about or challenge an issue based on an historic and/or an irreversible decision or incident
- combine some or all of these features.

4. Imposing Restrictions

- 4.1 The Council will ensure that the complaint is being, or has been, investigated properly according to the adopted complaints procedure.
- 4.2 In the first instance the Clerk will consult with the Chairman of the prior to issuing a warning to the complainant. The Clerk will contact the complainant in writing, or by e-mail, to explain why this behaviour is causing concern and ask them to change this behaviour and outline the actions that the Council may take if they do not comply.
- 4.3 If the disruptive behaviour continues, the Clerk will issue a reminder letter to the complainant advising them that the way in which they will be allowed to contact the Council in future will be restricted. The Clerk will make this decision in consultation with the Chairman of the Council and inform the complainant in writing of what procedures have been put in place and for what period.
- 4.4 Any restriction that is imposed on the complainant's contact with the Council will be appropriate and proportionate and the complainant will be advised of the period of time over which that the restriction will be in place. In most cases restrictions will apply for between three to six months, but in exceptional cases this may be extended. In such cases the restrictions would be reviewed on a quarterly basis, or at the next Full Council Meeting.
- 4.5 Restrictions will be tailored to deal with the individual circumstances of the complainant and may include:
- banning the complainant from making contact by telephone except through a third party e.g. a solicitor, a Councillor or a friend acting on their behalf



- banning the complainant from sending emails to individuals and/or all Council Officers and insisting they only correspond by postal letter
- requiring contact to take place with one named member of staff only
- restricting telephone calls to specified days and/or times and/or duration
 requiring any personal contact to take place in the presence of an appropriate witness
- letting the complainant know that the Council will not reply to or acknowledge any further contact from them on the specific topic of that complaint (in this case, a designated member of staff will be identified who will read future correspondence).
- 4.6 When the decision has been taken to apply this policy to a complainant, the Clerk will contact the complainant in writing to explain:
- why the decision has been taken what action has been taken the duration of that action.
 - 4.7 The Clerk will enclose a copy of this policy in the letter to the complainant.
 - 4.8 Where a complainant continues to behave in a way that is unacceptable, the

Clerk, in consultation with the Chairman of the Council may decide to refuse all contact with the complainant and stop any investigation into his or her complaint.

4.9 Where the behaviour is so extreme or it threatens the immediate safety and welfare of staff, other options will be considered, e.g. the reporting of the matter to the police or taking legal action. In such cases, the complainant may not be given prior warning of that action.

5. New complaints from complainants who are treated as abusive, vexatious or Persistent

- 5.1 New complaints from people who have come under this policy will be treated on their merits. The Clerk, the Chairman of the Council will decide whether any restrictions that have been applied before are still appropriate and necessary in relation to the new complaint. A blanket policy is not supported, nor ignoring genuine service requests or complaints where they are founded.
- 5.2 The fact that a complainant is judged to be unreasonably persistent or vexatious, and any restrictions imposed on Council's contact with him or her, will be recorded and notified to those who need to know within the Council.

6. Review

6.1 The status of a complainant judged to be unreasonably persistent or vexatious will be reviewed by the Clerk and the Chairman of the Council, after three months,



and at the end of every subsequent three months within the period during which the policy is to apply, or by the next Full Council Meeting.

6.2 The complainant will be informed of the result of this review if the decision to apply this policy has been changed or extended.

7. Record Keeping

- 7.1 The Clerk will retain adequate records of the details of the case and the action that has been taken. Records will be kept of:
- the name and address of each member of the public who is treated as abusive, vexatious or persistent, or any other person who so aids the complainant.
- when the restrictions came into force and ends
- what the restrictions are
- when the person and Council were advised.
- 7.2 Full Council be provided with a regular report giving information about members of the public who have been treated as vexatious/persistent as per this policy.