

# Notes of the Advisory meeting of members of Yate Town Council's Finance and Governance Committee held on 14 June 2022 from 7.00pm until 7.55pm via Zoom video conferencing

This meeting has no decision-making powers as the power which enabled local councils to meet remotely during the Covid-19 pandemic has been rescinded by central government. Therefore, this meeting was held to advise and inform the clerk to the council, to whom delegated powers have been granted to take decisions until face-to-face meetings can safely resume.

## **Present:**

Councillor Cheryl Kirby – Chair. Councillors John Ford, Margaret Marshall, Ben Nutland and Ray Perry (part-meeting)

Finance Manager & Responsible Finance Officer/Deputy Responsible Finance Officer.

## **1. Election of Chair of the Advisory Meeting**

Councillor Cheryl Kirby was elected Chair of the Advisory meeting of members of Finance & Governance Committee.

## **2. Apologies for Absence**

Apologies for absence were received from Councillors Mike Drew, Jane Price, Karl Tomasin and Chris Willmore. Councillor John Serle was not present

## **3. Members Declarations of Interest Under the Localism Act 2011**

Declarations of interest under the Localism Act 2011 were received from:

Councillor John Ford                      YOSC

## **4. Public Participation Session with Respect to Items on the Agenda**

No members of the public were present.

## 5. Notes of the Advisory meeting of the Finance and Governance Committee held on 29 March 2022

It was **NOTED** that the notes of the Advisory meeting of members of the Finance and Governance Committee meeting held on 29 March 2022 were received at Full Council on 10 May 2022.

*(Councillor Ray Perry Entered the meeting).*

## 6. Meetings and Delegation

A report in respect of meetings and delegation was received. (Appendix 1)

Those present advised the Clerk that the officers' recommendations contained within appendix 1 are supported by the advisory meeting of members of the Finance and Governance Committee and this be fed back to Full Council on 28th June 2022.

## 7. Items on the Clerk's Report:

The following items were **NOTED**:

Item Number	
7.1	<p><b>Items for Consideration from the Environment and Community Committee Meeting held on 24 May 2022</b></p> <p>There were no items referred from the Environment and Community Committee Meeting held on 24 May 2022</p>
8.1	<p><b>Sealing and Signing of Town Council Documents</b></p> <p>(a) The following documents have been signed or sealed and signed:</p> <ul style="list-style-type: none"><li>• Service Level Agreement with South Gloucestershire Human Resources to provide HR Support with effect from 1 April 2022 to 31 March 2023;</li><li>• Kingsgate Park Gate Licence with Vintage Birdcage Limited from 1 April 2022 to 31 March 2023;</li><li>• Record of Funding Agreement and Targets for Citizens Advice South Gloucestershire for £8,000, to provide an Advice Service to Residents of Yate, for the period 1 April 2022 to 31 March 2023;</li><li>• Record of Funding Agreement and Targets for Off the Record (Bristol) for £4,500, to provide Weekly Health and Wellbeing "HUB" Sessions, for the period 1 April 2022 to 31 March 2023;</li></ul>

	<ul style="list-style-type: none"> <li>• The lease of Celestine Room at Poole Court to South Glos Parents and Carers CIC for £6,400 +VAT commencing 1 April 2022 to 31 March 2025;</li> <li>• Contract Hire agreement with CNH Industrial Capital for the new Ransomes Mower for £976.59+VAT monthly commencing 23 June 2022 to 23 May 2027.</li> </ul> <p>(b) No urgent documents were received for signature/sealing.</p>
9.1	<p><b>Accounts for Payment</b></p> <p>The accounts for payment previously authorised in line with the Financial Regulations were received. (Appendix 2)</p>
9.2	<p><b>Bank Reconciliations</b></p> <p>The bank reconciliations to 31 March 2022 have been viewed and agreed by Councillor Ben Nutland.</p> <p>Thanks were extended to Councillor Ben Nutland.</p>
9.3	<p><b>Banking Arrangements</b></p> <p>Following the recent change to its interest rates made by the Bank of England, Triodos Bank has reviewed its own savings rates. They have advised that from 1 June 2022 the rate on the savings account we hold with them will increase from 0.15% to 0.35%.</p>
9.4	<p><b>Earmarked Reserves</b></p> <p>The earmarked reserve expenditure for 2021/2022 was received. (Appendix 3)</p>
9.5	<p><b>Insurance</b></p> <p>The 2022-2023 insurance with Zurich is in place and has increased from £19,317.52 to £20,151.17 representing an increase of £833.65, due to the following:</p> <ul style="list-style-type: none"> <li>• the value of sums insured has increased over 2021/2022;</li> <li>• index linking has been applied as normal to the buildings and contents sums insured;</li> <li>• the higher wage figure from last year does affect all the liability premiums.</li> </ul>
9.6	<p><b>Investments as at 31 March 2022</b></p> <p>Yate Town Council investments as at 31 March 2022 were held as follows:</p> <ul style="list-style-type: none"> <li>• £416,642.68 33 Day Notice Triodos Bank Account (variable interest, currently 0.15%);</li> <li>• £294,988.02 Nationwide Business Instant Saver (variable interest, currently 0.05%);</li> <li>• £109.84 – Co-Operative Bank Current Account (no interest);</li> <li>• £282,192.17 Nationwide 95 Day Saver Account (variable interest</li> </ul>

	<p>currently 0.40%)</p> <ul style="list-style-type: none"> <li>• £3,000 – Barclays Bank Current Account (no interest);</li> <li>• £2,829.14 - Barclays Bank Imprest Account (no interest);</li> <li>• £80,416.21- balance of funds – Barclays Bank Instant Access Savers Account (variable interest rate currently 0.01%);</li> <li>• £500,000.00 - CCLA Public Sector Deposit Fund. (Variable – yield as at 31.03.22 was 0.5785%)</li> </ul>
9.7	<p><b>Ladden Garden Banking Arrangements</b></p> <p>Further to item 14.1.f of the Advisory meeting of the members of the Finance and Governance Committee held on 8 June 2021, Ladden Garden Village Community Group has advised that they have been able to set up their own banking facilities and now no longer require Yate Town Council to function as bankers.</p>
9.8	<p><b>Play Area Refurbishment Schedule</b></p> <p>Following minute 114/4 of the Full Council Meeting held 10 May 2022, officers have contacted ALCA and the Parish Borrowing Team for guidance on the approvals process for obtaining a Public Works Loan and are awaiting a response.</p>
10.1	<p><b>Bookings</b></p> <ul style="list-style-type: none"> <li>• Poole Court has acquired a new regular hire 2 days per week from the Standguide Group who work to support individuals back into work via referral from the job centre. The hirer was previously using a room at the Citizens Advice South Gloucestershire premises in the shopping centre. They are currently booked in to use Poole Court up to end of March 2023;</li> <li>• Family Food 4 Free (FF4F) has signed and completed the booking form for the Randolph Room at Poole Court and has begun setting up the community fridge for the local area. They are in the process of moving their stored items held in the Parnell Room to the Randolph Room as this can now all be accommodated within their new booking arrangement.</li> </ul>
10.2	<p><b>Leases</b></p> <ul style="list-style-type: none"> <li>• South Glos Parents and Carers are now tenants of the Celestine Room at Poole Court following the signing of their lease;</li> <li>• An enquiry regarding a possible lease for the Bad Salzdetfurth/Genieri Room was received under Confidential Session.</li> </ul>
11.1	<p><b>Grants and Finance Sub-Committee</b></p> <p>A meeting of the Grants and Finance Sub-Committee has been arranged to take place at Poole Court at 7pm on 6 July 2022, to consider grant applications for 2022/2023.</p>
11.2	<p><b>IT - Website Review Sub-Committee</b></p> <p>Further to item 10.3 of the Advisory meeting of members of the Finance and Governance</p>

Committee, held on 29 March 2022, the following updates were received from the website developer in relation to previous feedback raised. A meeting is to be arranged with the members of the Website Review Sub-Committee to take these queries forward.

<b>The Search Tool</b>	
<b>Original Feedback Received</b>	<b>Update</b>
The current search tool does not identify specific searches or identify any search results within documents.	<p>The current search box, above the downloads table, only searches the name of the files as opposed to text within documents.</p> <p>An additional plugin (SearchWP) could be added to enable the search within documents feature at a cost of \$199 per year.</p>

<b>Opening Multiple Documents</b>	
<b>Original Feedback Received</b>	<b>Update</b>
Unable to open multiple documents, especially when using a tablet or phone, which does not make the area user friendly.	Further investigation required

<b>Login / Log Out Button</b>	
<b>Original Feedback Received</b>	<b>Update</b>
There is no login or out button with Councillors accessing the area through a link.	<p>A “log out” button has been added to the secure area to allow members to securely log out when finished with the secure area.</p> <p>Comment from website developer regarding accessing the secure area via a “log in button” or similar feature:</p> <p><i>“Adding a link to the secure area is a security risk as you’re telling everyone where your secure area is, which gives people the chance to hack it. Instead encourage people to save the link to their favourites / bookmarks.”</i></p>

11.3	<p><b>Priorities and Strategy Scrutiny Working Group</b></p> <p>A doodle is being arranged for the next meeting of the Priorities and Strategy Scrutiny Working Group.</p>
11.4	<p><b>Staffing and Governance Sub-Committee</b></p>

	<p><b>a) Sub-Committee Meeting Date</b></p> <p>A meeting of the Staffing and Governance Sub-Committee meeting will take place at 6pm on Tuesday 21 June 2022 at Poole Court.</p> <p><b>b) Internal Audit Year End 2021/2022</b></p> <p>South Gloucestershire Council completed the internal audit review remotely on 1 June 2022 for 2021/2022 and have advised that all the internal control objectives, where applicable, have been achieved. We are awaiting the final report which will be present to Full Council on 28 June 2022.</p>
12.1	<p><b>ALCA Regional Committee</b></p> <p>The draft minutes of the ALCA Regional Committee Meeting held on 28<sup>th</sup> February 2022 were circulated on 6<sup>th</sup> June 2022.</p> <p>The next meeting is scheduled to take place on either 30<sup>th</sup> May or 6<sup>th</sup> June 2022.</p>
12.2	<p><b>NALC Larger Councils' Group</b></p> <p>The draft minutes of the NALC Larger Councils Committee held on 10<sup>th</sup> May 2022 were circulated on 6<sup>th</sup> June 2022.</p> <p>The date and time of the next meeting is set for 26<sup>th</sup> July 2022 at 11.00am via Zoom.</p>
13.1	<p><b>Current Consultations</b></p> <p>No consultations have been received.</p>
13.2	<p><b>Consultation Responses</b></p> <p>No consultations responses to report.</p>
13.3	<p><b>Urgent Consultations</b></p> <p>No urgent consultations were received.</p>

## 8. Advisory Discussion

The following items are actions to be undertaken by the Clerk using delegated powers;

Item Number	
14.1	<p><b>Accounts and Finance</b></p> <p><b>a) Community Clean Up and Litter Picking</b></p>

	<p>Members advise the Clerk to proceed with the recommendation for Yate Town Council to fund the purchase of the litter picking equipment identified as most in need to the value of £687.92 from the grants budget. The equipment is then to be loaned by Yate Town Council, short or long-term, to community groups that do not have a constitution (needed to apply for a Yate Town Council grant) or have the funds themselves to cover the costs of the litter picking equipment.</p> <p><b>b) Community Infrastructure Levy (CIL)</b></p> <p>Members advise the Clerk to proceed with the recommendation to apply the CIL allocation of £6,164.79 to the remaining Welcome Back Fund Old Yate Strategy to fulfil additional works/objectives within the Old Yate Strategy remit as agreed previously via delegated powers 20 May 2022.</p> <p><b>c) Direct Debits and Standing Orders</b></p> <p>To refer Direct Debit and Standing Order payments made by Yate Town Council received, which will be appended to Full Council 28 June 2022 for consideration.</p> <p><b>d) Income and Expenditure Report to 31 March 2022</b></p> <p>To refer Income and Expenditure report to 31 March 2022 received, which will be appended to Full Council 28 June 2022 for consideration.</p> <p><b>e) Payment Submission Limit</b></p> <p>To refer the below Payment Submission Limit recommendation, in line with item 5/2 and 5/3 of Yate Town Council's Financial Regulations, to Full Council for consideration and approval:</p> <p><i>5.2 A limit of funds that can be authorised in any one payment submission will be set with the bank and shall be renewed by resolution of the council annually. For large projects administration, the limit of funds may be exceeded, if necessary up to a tier 2 limit set, using alternative authorisation (see 5.10 and 6.4 (b)).</i></p> <p><i>5.3 Tier 1 payments will set in the sum of up to £150,000 and Tier 2 payments will be anything over £150,000</i></p>
14.2	<p><b>Welcoming Guests into the Community</b></p> <p>Further to Minute number 113/1 of the Full Council meeting held 10 May 2022 it was resolved that Yate Town Council commits to supporting and welcoming refugees to our community. Members advise the Clerk to request that Full Council reallocate any possible underspent event budget, up to the value of £1,000 for the 2022/2023 financial year in support of this resolution.</p> <p>Members advise the Clerk to propose a figure of £1,000 be added into the draft budget for discussion by council for the 2023/2024 budget to further support this</p>

	resolution.
14.3	<p><b>E-Bike Scheme</b></p> <p>An update and a copy of the hire agreement (appendix 4) for the e-bike scheme was received and <b>NOTED</b>. Members advise the Clerk the following in relation to the roll-out of the proposed schemes while mitigating the risk to the council:</p> <ul style="list-style-type: none"> <li>• Scheme 1 Staff &amp; Councillors – Continue with the launch of the e-Bikes to be used by Staff and Councillors as theft insurance is in place from STS (the e-Bike providers), and Zurich (the Town Council’s own insurers).</li> <li>• Scheme 2 Whirlpool Staff – Continue with the launch of the e-Bikes to be used by Whirlpool, providing that that they arrange their own theft insurance for the provided e-Bikes and indemnify the Council against any cost or expense if a claim through the STS theft insurance is rejected (which Yate Town Council would then be liable for under the hire agreement with STS).</li> <li>• Scheme 3 Public hire - Members received an update that the hire of the e-Bikes is not allowed through third party local bike shops, as per the hire agreement, but that the Council is able to directly hire out the bikes to the public. However, the theft insurance provided by STS and the Town Council’s own insurance through Zurich would not cover this activity. Members advise the Clerk not to proceed with this scheme without theft insurance in place to cover any potential cost that the Council would be liable for, through the agreement with STS.</li> </ul> <p>Members further advise the Clerk to:</p> <ul style="list-style-type: none"> <li>• reallocate the bikes within the proposed schemes (that become available from scheme 3 to scheme 1 and 2; if scheme 2 does not proceed then all bikes to be allocated to scheme 1) to allow the opportunity for the greater use and/or promotion of the E-Bikes within the local community;</li> <li>• continue to hold conversations with South Gloucestershire Council Officers, to advise of the Town Council’s disappointment in the execution of the e-bike scheme which has given us a hire scheme that is not fit for purpose in terms of hiring to the public.</li> </ul>

## 9. CONFIDENTIAL ITEMS

Each councillor and member of staff present declared that there were no other persons present who were not entitled to be (hearing or seeing), and/or recording the meeting.

That in view of the confidential nature of the business about to be transacted, pursuant to the Public Bodies (Admission to Meetings) Act 1960, it is advisable in the public interest that any members of the press or public present be excluded, and they be instructed to withdraw.



15.2	<p><b>a) Poole Court Lease Enquiry</b></p> <p>A confidential update was received and considered. (Confidential Appendix 5)</p> <p>Members advise the Clerk to proceed with the lease enquiry from a CIC entity being formed by MTM awards, who are interested in a room at Poole Court.</p>
	<p><b>b) YOSC Security</b></p> <p>A confidential update was received from Councillor Cheryl Kirby.</p> <p>Members advise the Clerk to recommend to Full Council that delegation be provided to the Estates Manager to undertake the necessary actions and commit expenditure in connection with increasing security at YOSC without the need for specific council approval, providing they can be met within budget (including reserves).</p>

## 10. Consideration of Impact of Decisions on Climate and Waste

Impacts on climate and waste were considered, following decisions taken by the committee during the meeting:

- The purchase of litter picking equipment to loan out to local community groups to add value to the community, and in support of the climate and ecological declaration made by Yate Town Council.
- The launch of an e-Bike scheme by Yate Town Council to promote a more climate and ecological friendly method of travel.

**MEETING CLOSED**

## Meetings and Delegation

### Paper for consideration at Full Council 28<sup>th</sup> June 2022

The following delegation currently applies;

***Full Council 7.9.21, Minute 41. Remote Meetings and Face-To-Face Meetings***

- *there be a continuation of the delegation in place, as granted at the Full Council meeting on 4<sup>th</sup> May 2021, to allow advisory meetings to take place on line if required, with decisions being taken by the clerk in consultation with the Chair and Vice-Chair of Council and the relevant Committee / Sub-Committee / Project Steering Group; with the Clerk and relevant members to whom the decision has been delegated seeking the advice of members through those advisory meetings;*

Council is asked to consider if the above delegation should be reviewed, amended or removed following the lifting of all COVID-19 restrictions in March/April 2022.

**Officers Recommendations;**

The following meetings to be called as below;

<b>Meeting</b>	<b>Method of meeting</b>
Full Council	<b>Face-to-Face</b> (since the power which enabled local councils to meet remotely during the Covid-19 pandemic was rescinded by central government in May 2021, Full Council has met face to face).
E&C	<b>Ordinarily Face-to-Face *</b>
F&G	<b>Ordinarily Face-to-Face*</b>
P&T	<b>P&amp;T to meet Ordinarily Face-to-Face*</b> <b>Planning only</b> to meet face-to-face where necessary but to retain the ability to operate online in an advisory capacity and to use delegated powers to submit comments. The Chair of P&T to make the decision on meeting mechanism based on the agenda items.
Sub Committees and Working Groups etc	The decision whether a face-to-face meeting or an online meeting is the most efficient method to deal with the business in hand is to be taken by the Chair of the meeting depending on the agenda..

If Full Council and the main committees meet face-to-face then the decisions made at those meetings are RESOLVED (within the committees Terms of Reference) and

are not delegated to the clerk (as they would have been previously when advisory meetings took place and placed on the delegated powers list and reported to Full Council).

Any decisions made by sub-committees/working groups that are **not** face-to-face are then referred to the committee they report to for ratification. However if a decision is urgent, then by keeping the above delegation in force as a “catch all” will mean that any urgent decisions can be actioned by the clerk without the need to wait for the next committee meeting or Full Council. (This has recently proved useful for items such as registering The White Lion Hotel as a community asset, actioning call out security and key holder, facilitating FF4F at Poole Court etc).

By leaving the delegation in place, this also gives security should a snap local lockdown occur in future; urgent decisions can be actioned between meetings. Plus, if a face-to-face meeting is proving difficult to call due to absences (isolation etc), then meetings can continue to take place in an advisory capacity and business moved along.

However, it is not the intention that the delegation is used as a rule as the main committee meetings will be taking place face-to-face. Sub-committees will refer up business to their reporting committee and the delegation will only be used where urgent matters require action.

**\*Hybrid meetings** it is the intention to trial some hybrid meetings at face to face meetings which allow members of the public and members to join the meeting via video link.

The introduction of hybrid meetings would enable a small amount of members to meet (to meet the legal quorum) whilst allow other members to participate (which could be useful if Covid cases reach high case numbers locally). However, if/where hybrid meetings take place, this will mean members attending via video conferencing will have no voting rights, will affect the quorum and will not count towards individual members attendance.

***Please note that the summons issued with the agenda for a Full Council meeting places a legal duty on members to physically attend Full Council meetings.***

Each Committee has been consulted and comments from each committee has been inserted for consideration by Full Council on 28<sup>th</sup> June 2022.

<b>Committee</b>	<b>Comments</b>
E&C 24.5.22	Resolved to support officers recommendation
F&G 14.6.22	Members advise the Clerk to support officers recommendation
P&T 21.6.22	

## Appendix 2

Payments made between 1st and 30th April 2022			
Date Paid	Payee Name	Transaction Detail	Amount
01/04/2022	Amazon	Display Frames - Welcome Back Fund	£ 395.00
01/04/2022	LBS Horticulture	Hanging Basket Brackets - Welcome Back Fund	£ 130.14
01/04/2022	Printed 4 You Ltd	Jubilee events - Welcome Back Fund	£ 180.00
01/04/2022	Sticker It	Biodegradable paper stickers - Welcome Back Fund	£ 53.00
04/04/2022	Amazon	Kitchen stock for resale	£ 22.20
04/04/2022	Amazon	Kitchen stock for resale	£ 17.95
04/04/2022	Amazon	Jubilee crafts - Welcome Back Fund	£ 98.16
04/04/2022	Amazon	Jubilee crafts - Welcome Back Fund	£ 83.43
04/04/2022	Bank Charges	Bank Charges	£ 103.04
04/04/2022	Barclays	Bank Charges	£ 8.50
04/04/2022	South Gloucestershire Council	TEN Licence - Jubilee Event	£ 21.00
05/04/2022	Bank Current Account	Bank Transfer	£ 15,467.43
05/04/2022	Beacon Cleaning Services	Cleaning Town Council Properties	£ 2,109.50
05/04/2022	Brake Bros Ltd	Kitchen stock for resale	£ 50.28
05/04/2022	Brake Bros Ltd	Kitchen stock for resale	£ 71.08
05/04/2022	Bristol Gas & Heating Ltd	Gas/Heating Works Heritage Centre	£ 145.00
05/04/2022	BS1 Fire & Security Ltd	Building Security Armadillo	£ 1,040.40
05/04/2022	Chapple & Jenkins Wholesale De	Kitchen stock for resale	£ 107.29
05/04/2022	Chapple & Jenkins Wholesale De	Kitchen stock for resale	£ 18.95
05/04/2022	Chapple & Jenkins Wholesale De	Kitchen stock for resale	£ 96.07
05/04/2022	Chapple & Jenkins Wholesale De	Kitchen stock for resale	£ 97.60
05/04/2022	Chapple & Jenkins Wholesale De	Kitchen stock for resale	£ 118.27
05/04/2022	Chapple & Jenkins Wholesale De	Kitchen stock for resale	£ 165.97
05/04/2022	Enterprise Flex E Rent	Estates Vehicle Maintenance/Repairs	£ 100.80
05/04/2022	Hunts Foodservice Ltd	Kitchen stock for resale	£ 86.28
05/04/2022	Morrisons	Easter Egg Event	£ 121.50
05/04/2022	National Security Group	Security Town Council Parks/Play Areas	£ 948.00
05/04/2022	OTIS LIMITED	Lift maintenance/Repairs Poole Court	£ 1,937.89
05/04/2022	Parish Hall Hirer	Key deposit refund	£ 50.00
05/04/2022	Pearce Brothers Mobility	Aluminium Bridge Ramp	£ 108.00
05/04/2022	RBS Software Solutions	IT Software Subscription	£ 222.00
05/04/2022	South Gloucestershire Council	Cleaning Town Council Properties	£ 1,836.84
05/04/2022	South Gloucestershire Council	IT Support	£ 580.48
05/04/2022	SUEZ Recycling and Recovery UK	Refuse/Recycling Service	£ 76.48
05/04/2022	SUEZ Recycling and Recovery UK	Refuse/Recycling Service	£ 33.41
05/04/2022	SUEZ Recycling and Recovery UK	Refuse/Recycling Service	£ 138.42
05/04/2022	SUEZ Recycling and Recovery UK	Refuse/Recycling Service	£ 98.32
05/04/2022	SUEZ Recycling and Recovery UK	Refuse/Recycling Service	£ 197.54
05/04/2022	SUEZ Recycling and Recovery UK	Refuse/Recycling Service	£ 216.60
05/04/2022	SUEZ Recycling and Recovery UK	Refuse/Recycling Service	£ 81.68
05/04/2022	SUEZ Recycling and Recovery UK	Refuse/Recycling Service	£ 30.54
05/04/2022	SUEZ Recycling and Recovery UK	Refuse/Recycling Service	£ 99.31
05/04/2022	SUEZ Recycling and Recovery UK	Refuse/Recycling Service	£ 92.48
05/04/2022	The Bristol Pest Controller	Pest Control - Town Council Parks	£ 180.00
05/04/2022	Verde Recreo Ltd	Sports Surface Maintenance YOSC	£ 446.26
05/04/2022	West Mercia Energy	Gas/Electric Town Council Properties	£ 3,272.96
05/04/2022	Wiltshire College & University	Staff Training	£ 800.00
05/04/2022	World Snooker Services	Youth Equipment Armadillo	£ 78.49
05/04/2022	Yate Supplies	Cleaning Equipment/Materials	£ 10.88
05/04/2022	Yate Supplies	Cleaning Equipment/Materials	£ 50.93
05/04/2022	Yate Supplies	Kitchen Equipment	£ 77.35
05/04/2022	Yate Supplies	Cleaning Equipment/Materials	£ 28.01
05/04/2022	Yate Supplies	Cleaning Equipment/Materials	£ 203.48
06/04/2022	Credit Card Account	Bank Transfer	£ 707.76
07/04/2022	Amazon	Building Maintenance Materials Armadillo	£ 35.18

07/04/2022	Amazon	DVD Armadillo Cinema	£ 4.59
07/04/2022	Amazon	Building Maintenance Materials Armadillo	£ 30.00
07/04/2022	World of Sweets (Hancocks) Ltd	Kitchen stock for resale	£ 481.59
08/04/2022	Bank Current Account	Bank Transfer	£ 4,405.37
08/04/2022	British Telecom Payment Service	Phone Line Charges	£ 15.16
08/04/2022	Instant Access Saver Account	Bank Transfer	£ 100,000.00
08/04/2022	South Gos Council	Armadillo Business Rates	£ 1,856.75
08/04/2022	South Gos Council	Business Rates	£ 67.18
08/04/2022	South Gos Council	Business Rates	£ 2,345.00
08/04/2022	South Gos Council	Business Rates	£ 119.03
08/04/2022	South Gos Council	Business Rates	£ 2,348.00
11/04/2022	Lex Autolease Ltd	Estates Vehicle Lease	£ 249.74
11/04/2022	Motor Aids	Estates Vehicle Maintenance/Repairs	£ 56.16
11/04/2022	Myhrtoolkit Limited	IT Software Subscription	£ 118.80
11/04/2022	Petty Cash	Petty Cash Top Up	£ 246.10
11/04/2022	Sticker It	Biodegradable paper stickers	£ 51.00
12/04/2022	Agrovista UK Ltd	Cleaning Equipment/Materials	£ 141.54
12/04/2022	Avon Local Councils Association	Annual Subscription to ALCA	£ 2,601.31
12/04/2022	Avon Sports Ground Maint Co.	Bowling Green Maintenance/Materials	£ 630.00
12/04/2022	Avon Sports Ground Maint Co.	Bowling Green Maintenance/Materials	£ 248.36
12/04/2022	Bank Current Account	Bank Transfer	£ 31,827.36
12/04/2022	Beacon Cleaning Services	Cleaning Equipment/Materials	£ 245.95
12/04/2022	Boosters Ltd	Civic Awards	£ 199.90
12/04/2022	Brake Bros Ltd	Kitchen stock for resale	£ 44.58
12/04/2022	Brigstowe Media	The Voice Advertising	£ 504.00
12/04/2022	BS1 Fire & Security Ltd	Building Security Armadillo	£ 66.00
12/04/2022	Chapple & Jenkins Wholesale De	Kitchen stock for resale	£ 128.02
12/04/2022	Chapple & Jenkins Wholesale De	Kitchen stock for resale	£ 88.04
12/04/2022	Chapple & Jenkins Wholesale De	Kitchen stock for resale	£ 178.32
12/04/2022	Complete Business Solutions Gr	Office Stationery	£ 139.60
12/04/2022	Complete Business Solutions Gr	Office Stationery	£ 8.39
12/04/2022	FRAMS Associates Ltd	Fire Risk Assessments	£ 384.00
12/04/2022	Fuelgenie Business Accounts	Fuel Estates Vehicles	£ 460.48
12/04/2022	High Speed Training Limited	Staff Training	£ 302.40
12/04/2022	Hunts Foodservice Ltd	Kitchen stock for resale	£ 101.06
12/04/2022	Imprest Account	Bank Transfer	£ 1,758.26
12/04/2022	Off The Record	Funding Agreement 2022-2023	£ 4,500.00
12/04/2022	Off The Record	Funding Agreement 2021-2022	£ 2,520.00
12/04/2022	One Stop Cleaning Shop	Cleaning Equipment/Materials	£ 12.78
12/04/2022	Re-Energize	Yate Rocks Event Management	£ 1,409.00
12/04/2022	SHB Hire Ltd	Estates Vehicle Lease	£ 437.10
12/04/2022	South Gos. Citizen Advice Bu	Funding Agreement 2022-2023	£ 8,000.00
12/04/2022	T H White Ltd	Estates Vehicle Maintenance/Repair	£ 564.23
12/04/2022	Trade UK	Estates Vehicle Maintenance/Repair	£ 31.40
12/04/2022	Trade UK	Estates maintenance equipment/materials	£ 3.50
12/04/2022	Trade UK	Estates maintenance equipment/materials	£ 8.88
12/04/2022	Trade UK	Estates maintenance equipment/materials	£ 14.00
12/04/2022	Trade UK	Estates Vehicle Maintenance/Repair	£ 15.17
12/04/2022	Trade UK	Estates maintenance equipment/materials	£ 15.78
12/04/2022	Trade UK	Estates maintenance equipment/materials	£ 19.42
12/04/2022	Trade UK	Estates maintenance equipment/materials	£ 24.04
12/04/2022	Trade UK	Estates maintenance equipment/materials	£ 41.00
12/04/2022	Verde Recreo Ltd	YOSC Running Track Deep Clean	£ 5,940.00
12/04/2022	Victoria Asset Finance	Estates Vehicle Lease	£ 125.65
13/04/2022	Amazon	Art Work Canvas - Welcome Back Fund	£ 65.66
14/04/2022	Amazon	IT Equipment	£ 27.30
14/04/2022	Amazon	DVD Armadillo Cinema	£ 14.98

19/04/2022	Amazon	Bluetooth Speaker	£ 52.99
19/04/2022	Avon Pension Fund	Monthly pension contributions	£ 16,609.64
19/04/2022	Bank Current Account	Bank Transfer	£ 15,777.80
20/04/2022	Bank Current Account	Bank Transfer	£ 28,060.60
20/04/2022	Beacon Cleaning Services	Cleaning Town Council Properties	£ 369.79
20/04/2022	Beacon Cleaning Services	Cleaning Town Council Properties	£ 175.68
20/04/2022	Beacon Cleaning Services	Cleaning Town Council Properties	£ 238.22
20/04/2022	Beacon Cleaning Services	Cleaning Town Council Properties	£ 213.94
20/04/2022	Beacon Cleaning Services	Cleaning materials	£ 58.54
20/04/2022	Beacon Cleaning Services	Cleaning Town Council Properties	£ 115.20
20/04/2022	Construction Professionals	Path Works YOSC	£ 2,862.00
20/04/2022	H2O Window Cleaning Services	Window Cleaning	£ 40.00
20/04/2022	PPL Music Licence	PPL Music Licence Town Council Properties	£ 1,427.22
20/04/2022	South Gos Council	Business Rates	£ 312.80
20/04/2022	South Gos Council	Business Rates	£ 494.10
20/04/2022	South Gos Council	Business Rates	£ 120.05
20/04/2022	South Gos Council	Business Rates	£ 120.05
20/04/2022	South Gloucestershire Council	Estates Vehicles Maintenance	£ 449.39
20/04/2022	South Gloucestershire Council	Payroll Support	£ 554.58
20/04/2022	SUEZ Recycling and Recovery UK	Refuse/Recycling Service	£ 30.54
20/04/2022	SUEZ Recycling and Recovery UK	Refuse/Recycling Service	£ 129.79
20/04/2022	SUEZ Recycling and Recovery UK	Refuse/Recycling Service	£ 87.20
20/04/2022	Trade UK	Estates maintenance equipment/materials	£ 7.88
20/04/2022	Trade UK	Estates maintenance equipment/materials	£ 10.25
20/04/2022	Trade UK	Estates maintenance equipment/materials	£ 11.46
20/04/2022	Trade UK	Estates maintenance equipment/materials	£ 16.00
20/04/2022	Trade UK	Estates maintenance equipment/materials	£ 19.50
20/04/2022	Trade UK	Estates maintenance equipment/materials	£ 35.16
20/04/2022	Trade UK	Estates maintenance equipment/materials	£ 10.09
20/04/2022	ZURICH Insurance Company	Insurance Policy	£ 20,151.17
21/04/2022	Telefonica 02 UK Limited	Mobile phone charges	£ 218.22
22/04/2022	Bank Current Account	Bank Transfer	£ 18,622.86
22/04/2022	British Telecom Payment Service	Phone Line Charges	£ 101.30
22/04/2022	British Telecom Payment Service	Phone Line Charges	£ 80.17
22/04/2022	British Telecom Payment Service	Phone Line Charges	£ 136.55
22/04/2022	HMRC	Tax/NI March 22	£ 18,544.17
22/04/2022	Phoenix Coffee & Equipment Ltd	Kitchen stock for resale	£ 209.97
25/04/2022	Amazon	DVD Armadillo Cinema	£ 9.99
25/04/2022	Profit Reach	Monthly IT Software Subscription	£ 178.80
28/04/2022	Amazon	Garden Furniture Armadillo	£ 66.97
28/04/2022	Amazon	Garden Furniture Armadillo	£ 39.99
28/04/2022	Amazon	Garden Furniture Armadillo	£ 42.31
29/04/2022	Bank Current Account	Bank Transfer	£ 46,498.50
29/04/2022	INITIAL Washroom Solutions	Hygiene Bins Contract	£ 2.47
29/04/2022	INITIAL Washroom Solutions	Hygiene Bins Contract	£ 197.04
29/04/2022	Salaries April 2022	Salaries April 2022	£ 47,437.58
29/04/2022	YMCA Hirer	YMCA Hire refund	£ 12.00
30/04/2022	Petty Cash	Petty Cash Top Up	£ 205.98
30/04/2022	Petty Cash	Petty Cash Top Up	£ 177.29

## V6 - Earmarked Reserves 2021/2022 as at 31.03.2022

V6 - Earmarked Reserves 2021/2022 as at 31.03.2022											
Committed spend	Actual Spend (transferred)										
		Play Area Projects (323)	Armadillo (project fund) (320)	Allotment Funding (336)	Building Fund (347)	Project Support (349)		Major Project Sinking Fund (325)	YOSC Asset Transfer funds (SGC) (335)	Public Rights of Way (334)	Abbotswood capital enhancement incl. Lights (326)
Allocated/Spent	O/Bal	13,901	20,371	12,000	22,740	234,425	Allocated/Spent	43,612	38,959	6,081	15,441
Friends of Brinsham Park transferred to its own ER 321						(2,199)	Asset transfer spend 2021/2022		(3,290)		
Balance of Art funding pct incl MAFF at 500						(861)	to Major Project sinking Fund (325) F&G 8.6.21				(15,441)
bal of MAF tipping truck interpretation board						(1,745)	Astroturf maintenance		(4,463)		
21/22 Net spend for defib project 6671 - 1343.2 WBF repay						(6,028)	YTC project management fee for MAB	6,047			
E&C 10.11.20 min no 8.1 - to fund replacement pod swing basket unit at Brinsham Play area be funded from earmarked reserves at a cost of £4,545.13 & £44.50		(4,590)					Armadillo flooring funds £15k allocated in 2020/2021 budget - not fully needed as utilised 21/22 remaining budget	(532)			
MAF funds for BC exercise equipment transferred to 345						(1,452)					
boxing club equipment transferred						(2,987)					
<b>Carried forward to page 2</b>		<b>9,311</b>	<b>20,371</b>	<b>12,000</b>	<b>22,740</b>	<b>219,152</b>	<b>Bal c/fwd</b>	<b>49,127</b>	<b>31,207</b>	<b>6,081</b>	<b>0</b>

		Play Area Projects (323)	Armadillo (project fund) (320)	Allotment Funding (336)	Building Fund (347)	Project Support (349)		Major Project Sinking Fund (325)	YOSC Asset Transfer funds (SGC) (335)	Public Rights of Way (334)	Abbotswood capital enhancement incl Lights (326)
Bought forward from Page 1		9,311	20,371	12,000	22,740	219,152		49,127	31,207	6,081	0
Poole Court replacement notice board						(3,015)	Funds transferred from Project Support (349) F&G 8.6.21	100,000			
Funds transferred to Mayjor Project Sinking fund (325) F&G 8.6.21						(100,000)	Funds transferred from Abbotswood capital enhancement (326) F&G 8.6.21	15,441			
sink fund 331 as agreed at when setting 2021/2022						(49,700)	Lighting agreed delegated powers 8/9/21 to code	(13,031)			
2021/2022 Mayors allowance to cover remaining items						94	Armadillo access doors delegated powers 8/9/21 to code 4821/600	(4,755)			
2021/2022 twinning funds earmarked to future						132					
WI £85 grant money to be used 2022/2023 Earmark from 4501/510						85					
Carried forward to page 3	#REF!	9,311	20,371	12,000	22,740	66,748	Bal c/fwd	146,781	31,207	6,081	0



		Play Area Projects (323)	Armadillo (project fund) (320)	Allotment Funding (336)	Building Fund (347)	Project Support (349)		Major Project Sinking Fund (325)	YOSC Asset Transfer funds (SGC) (335)	Public Rights of Way (334)	Abbotswood capital enhancement incl Lights (326)
Bought forward from Page 2		9,311	20,371	12,000	22,740	66,748		146,781	31,207	6,081	0
St Mary's and Witches Hat Trampoline equipment		(1,290)									
Kingsgate park repair		(3,230)									
MAF funding for HC Audio guides						400					
HC equipment balance to fund future						273					
SGC MAF Coir Rolls Aerator						3,000					
SGC CB/side YMCA Garden						500					
Armadillo Garden 22 remaining funds						414					
MAF Climate and Planet						1,058					
SGC Jubille Beacon Grant						1,500					
FF4F 21/22 agreed grant						2,404					
Kingsgate Park Toilet doors					2,039						
Carried fwd to Page 4		4,792	20,371	12,000	24,779	76,297		146,781	31,207	6,081	0

	Bal b/fwd	CIL funding to be allocated (480)	Committed - Elections (342)	Business review/IT (339)	Yate Ageing Better (324)	Youth Provision (328)		YOSC Support (468)	Bus Shelters (338)	KP (Toilets & Yard) (316)	Rodford Playing Fields (318)
<b>Allocated/ spent</b>	322,308	30,033	10,986	29,958	15,809	238,009	<b>Allocated/spent</b>	49,458	5,000	15,154	13,204
2018.2019 CIL funds to be transferred to alternative project yet to be identified.		13,373									
To fund kitchen at YMCA in full		(15,000)									
To fund Rhino ramp peg hill		(10,000)									
Balance of youth funding 21/22						14,096					
Balance of youth funding 21/22						(45,383)					
Community Table Tennis delegated powers					(844)						
PIC / YAB event - agreed YAB meeting 22.06.21 / E&C 6.7.21					(649)						
New laptops				(1,674)							
Balance of CIL payment 21/22		5,800									
2021/2022 allocation			1,000								
<b>Balance</b>	<b>322,308</b>	<b>24,206</b>	<b>11,986</b>	<b>28,284</b>	<b>14,316</b>	<b>206,722</b>	<b>Balance</b>	<b>49,458</b>	<b>5,000</b>	<b>15,154</b>	<b>13,204</b>

	Bal b/fwd	S106 Capital S/Lane Ft Pav (450)	S106 YOSC Betterment project TRACK (452)	S106 Capital Outdoor gym KP (454)	S106 Revenue Informal Play Abbotswood (455)	S106 YOSC Disability Equip (352)		S106 Revenue Sunnyside Lane TCrts (402)	S106 Revenue Witches Hat (401)	S106 Revenue Sunnyside Lane Football Pavilion (404)	S106 KP Gym revenue exp (406)	
<b>Allocated/spent</b>	690,637	906	83	89	10,137	17,305	<b>Allocated/spent</b>	4,242	6,063	36,098	28,849	
S106 balance for Abbotswood still to be claimed as at 31.03.21					8,140		annual funding	-385.67				
Balance of project to be paid					(6,448)		Year 3 of 15 - Allocated Revenue funding			(2,010)		
To meet balance of costs for KP Gym				(89)			Balance to be paid from capital 450 S106 money			906		
To meet final balance of cost for Track			(83)									
Disability equipment purchased from 4842						(17,305)						
Balance to be paid to revenue 404 S106 money		(906)										
<b>Balance</b>	690,637	-	-	0	-	11,829	-	-	3,857	6,063	34,994	28,849

	Bal b/fwd	YOSC Track S106 revenue funding (405)	YMCA (471)	Decarbonisation Plan (319)	YOSC - Boxing Club (345)			Friends of Brimsham Park (321)	YOSC Capital Sinking Fund Track & AWP (331)	S106 Millside (457)	
<b>Allocated/spent</b>	776,229	65,100	9,191	30,000	27,157		Allocated/spent	-	0	0	
MAF funds for BC exercise equipment transferred from 349					1452.32		Funds held on behalf of Friends of Brinsham Park	2,199			
MAF funds from MD accessibility / equipment					2,043		Trasferred from Project Support		49,700		
bal of funds to pay 2021/2022					(13,090)		Remaining funds received from SGC following 21/22 balance spend			2,527	
Decarbonisation budget 21/22 underspend to future				17,422							
Area Wide funding for boxing club equipment tranferred from 349					2,987						
To pay for track maintenence 2021/2022		(4,950)									
YTC project management fee					(6,047)						
from CIL To fund kitchen at YMCA in full			15,000								
YMCA Kitchen Refurb 21/22 cost			(14,095)								
<b>Balance</b>	<b>776,229</b>	<b>60,150</b>	<b>10,097</b>	<b>47,422</b>	<b>14,501</b>	<b>-</b>	<b>Balance</b>	<b>2,199</b>	<b>49,700</b>	<b>2,527</b>	<b>-</b>
							<b>Grand Total</b>			962,825	



**HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT  
ACT 1974**

Agreement number: STS/YAT/EB/I/0001123  
Bike Ref: See Appendix: A

**Hirer's Details**

Name: Yate Town Council  
Address: Poole Court, Poole Court Drive, Yate, Bristol. BS35 5PP  
Tel No: 01454 866506  
Contact: Julia Alden  
Order No. SGC D51152 Dated: 08/04/2022  
Hired Location: Poole Court, Poole Court Drive, Yate, Bristol. BS35 5PP.

Freehold/Leasehold: Leasehold – Bike(s)

**Suppliers Details**

Company: Sustainable Travel Solutions Limited  
Contact Name: Mr Simon Biggin  
Description of lease equipment: Call-off Order (Schedule A) for Giant En-Toure Electric Bicycle - complete with Odometer Km, Cycle Lock & Lights - Plus Accidental Damage caused through the leased bike's mechanical failure Insurance (See Annex: A).

**Minimum Primary Rental Period:**

6.0 Months from commencement date.

**RENT:** Total Payment £799.00 plus £159.80 VAT @ 20% Totalling £958.80 (Per Bike) payable in advance.

Consumables: 1 Pr Thule Cycle Panniers @ £105.00 + VAT  
1 Cycle Helmet @ £40.00 (No VAT)

HIRER'S SIGNATURE .....



**SUSTAINABLE TRAVEL  
SOLUTIONS**

I/We hereby apply to take the above equipment on lease from the above supplier. I/We warrant that the above particulars are true and correct in every respect. I/We confirm that before signing I/We have read the particulars set out above and overleaf and that my/our signature is made on the understanding that upon your acceptance of this application, I/We will be bound by the terms and conditions set out above and overleaf. The hirer acknowledges that the supplier is not acting as the agent of the owner in any respect.

This is a hire agreement regulated by the Consumer Credit Act 1974. Sign it if you want to be legally bound by its' terms. By signing this agreement you also confirm that you were given the TERMS AND CONDITIONS outlining key information and your rights under this agreement.

Signature (s).....*P.A.J.*.....

of Hirer(s).....Yate Town Council

Under this agreement the goods do not become your property and you must not sell them.

~~Signed for and on behalf~~ of Sustainable Travel Solutions Ltd.  
..... The Owner.

On 12<sup>th</sup> April 2022 which is the commencement date of this agreement.

Sustainable Travel Solutions Ltd. Gowran House, 56 Broad Street  
Chipping Sodbury, Bristol. BS37 6AG  
Telephone No. 0845 2130 200  
Company Reg. No 7047297  
VAT Number: 992 9895 30



**SUSTAINABLE TRAVEL**  
SOLUTIONS

## TERMS AND CONDITIONS

Sustainable Travel Solutions Ltd will search one or more credit reference agencies when assessing an applicant for credit. Whether or not the applicant is granted credit, a record of the search will be recorded against the applicants file by the agency(ies) concerned. Where credit is granted, details may be transmitted by the data user to one or more credit reference agencies of how the data subject has performed in meeting his/her obligations under the account. (the names of such credit reference agencies can be supplied by the data user). Information thus held is used only to make a consumer risk assessment decisions and occasionally for fraud prevention or tracing debtors.

### 1. PARTIES

This agreement is made between Sustainable Travel Solutions Ltd of the first part and hirer, whose name and address is as specified in the schedule overleaf and referred to as "STSL" in the following terms and conditions.

### 2. PERIOD OF LEASE

- (a) This agreement shall continue, subject to the provisions set out below, for the period of the lease specified in the schedule. It will take effect if and when signed by or on behalf of STSL
- (b) STSL will grant to the hirer a secondary period of indefinite duration upon written notice given by the hirer to STSL.
- (c) During the secondary period the terms of the agreement shall be the same save that the secondary rental, together with VAT, shall be payable for the period.
- (d) Sustainable Travel Solutions Limited (STSL) will provide annual maintenance of the equipment and provide for emergency repairs to the hired bicycle relating to mechanical and/or technical malfunction or breakdown.
- (e) The hirer shall be entitled to a maximum of ONE non-chargeable engineer non-mechanical and/or non technical malfunction call-out (per bike in any 12 Month Lease Period).



### 3. PAYMENT

- (a) If prior to STSL' acceptance of this agreement the hirer has not made the advance payment then forthwith upon STSL' acceptance the hirer shall make such payment to STSL.
- (b) The hirer shall make prompt payments to STSL of all rentals specified in the schedule, and any payments must include the appropriate VAT. Rentals shall be paid without previous demand. Payment must be made to no one but STSL unless STSL previously gives its written consent.
- (c) Payment shall be made to STSL at the address at the bottom of this contract or at such an address as STSL may advise. Payment made by post or by any other means shall be at the hirers risk.
- (d) The time of payment is of the essence of the agreement.
- (e) The hirer will pay additional rentals to STSL in respect of any sums payable hereunder which are overdue. Such additional rentals will be calculated as being equivalent to interest on a day-to-day basis at the rate of 8% above the National Westminster bank base rate from time to time published. The period for which such additional rentals will be payable is the period from the due date in respect of any payment until the payment date. At the option of STSL such additional rentals may be calculated instead on the basis of the rate of interest, which will be recoverable upon a judgement under the judgements act 1838. This provision is without prejudice to any other rights STSL may have.
- (f) A £25.00 admin payment will be incurred on any missed Direct Debit payment and £35.00 for any returned cheque payment.
- (g) Upon early Lease Termination, if the hirer has prepaid more than the rental due to STSL upon Termination STSL will refund such overpayment – less any early Lease Termination rental.





- (h) The hirer will pay to STSL a sum equal to the insurance excess in respect of each and every insurance claim lodged in the amount of £250 relating to accidental damage, fire or theft during the term of the lease.

#### 4. HIRER'S OBLIGATIONS

The hirer shall;

- (a) Use the equipment in the proper manner to keep the same in good condition and repair, fair wear and tear excepted. The equipment must be kept in a safe condition so as not to endanger health. The equipment shall not be altered and no identification or registration marks or numbers shall be removed. The equipment shall be secured using the lock issued with the equipment at all times when the equipment is not being used or is left unattended.
- (b) Insure the equipment against Theft and/or attempted Theft.
- (c) Pay all charges, arising from incidents occurring during the period of the lease, relating to accidental damage to the equipment.
- (d) Pay all chargeable call-out fees and un-warranted replacement parts supplied due to misuse or negligence of the hirer
- (e) Pay all taxes, outgoing and impositions in respect of the equipment, its letting and location at which the equipment is kept
- (f) Pay punctually all premiums payable under the insurance policy to be arranged as provide above
- (g) Do no act which would cause the insurance policy to be vitiated, avoided or put in jeopardy.
- (h) Produce to STSL, if required to do so, copies of any receipts relating to payment of insurance premiums, taxes, outgoing and impositions or payments in respect of the maintenance and upkeep of the equipment.
- (i) Notify STSL in writing immediately upon the happening of any material loss of, or damage, to the equipment.



**SUSTAINABLE TRAVEL**  
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- (j) Notify STSL immediately upon any change of the hirer's address, giving particulars of the address to which the hirer has moved.
- (k) Keep the equipment solely in the hire's possession and not sell, assign, mortgage, charge or let the equipment or any interest therein; nor, without prior consent of STSL, remove the equipment from the United Kingdom.
- (l) Immediately inform STSL, upon request the exact location of the equipment.
- (m) Keep the equipment free from any lien or other encumbrance and free from any distress, lien or other legal process.
- (n) Make no use of the equipment, which would involve a contravention of any law.
- (o) Do no act which would jeopardise the equipment or cause it to become liable to any seizure or forfeiture.
- (p) Not make or suffer to be made an application to the court for an interim order under part VIII of the insolvency act 1986, nor suffer his affairs to become the subject of any arrangement under that part of the act, nor present nor suffer to be presented to the court a bankruptcy petition, nor permit any circumstances to arise which would entitle any person (including the hirer) to present a bankruptcy petition to the court, nor become bankrupt within the meaning of section 381 of the 1986 act, nor suffer any execution, distress, diligence, poinding, or other legal process to be levied on or against any goods or property of the hirer, or any premises which the hirer occupies or in which his goods are present, nor be the subject of any judgement which remains unsatisfied for a period of 7 days from the day of such judgement. The hirer shall not in Scotland (in addition to the aforementioned events so far as applicable), become notourbankrupt or suffer sequestration to be awarded to his estate or effects or a receiver or judicial factor or trustee to be appointed in respect of any portion of his estate, nor effect suffer any arrestment, charge or other diligence to be issued or levied upon his estate or effects or suffer any exercise or threatened exercise of any landlord's



hypothec. In the event that the hirer is a company it shall not suffer itself to be the subject of the proposal of an arrangement under part 1 of the 1986 act or the subject of an administration order or an application for such an order under part 11 of the act, or the appointment of a receiver, nor shall it suffer any circumstances to arise which would enable the company to be voluntarily wound up, nor shall it suffer a the presentation of a winding up petition to the courting respect of the hirer and nor shall it suffer any circumstances to arise such that the hirer is deemed unable to pay its debts under section 123 of the 1986 act.

- (q) Permit STSL or its agent to enter any premises at any time occupied by the hirer or under the control of the hirer for the purpose of inspecting, maintaining or repairing the equipment. (permission to not be unreasonably withheld).
- (r) Indemnify STSL against any claim made against it and all damages, costs and expenses incurred by STSL as a result of any claim made by a third party, or the hirers employee arising out of the state, condition or use of the equipment, or in any way arising out of the letting of the equipment hereunder.
- (s) Utilise any insurance monies received in respect of damage to the equipment in making good the damage to the equipment, unless otherwise directed by STSL.
- (t) The hirer shall strictly observe the provisions of clause 3 hereof.



## 5. TERMS AND CONDITIONS

- (a) Where the hirer deals as a consumer within the meaning of the Unfair Contract Terms act 1977, nothing in this agreement or in this paragraph shall effect the statutory rights of the of the hirer pursuant to the provisions of the supply of goods and services act 1982 and in particular those conferred by sections 6,7,8,9 and 10 of that act which relate to STSL's right to transfer possession of the equipment to the hirer and hirer's right to quiet possession of it, correspondence of the equipment with description, the merchandisable quality and fitness for purpose of the equipment and the correspondence of the equipment with any sample. Save as the aforesaid, and subject of reasonableness prescribed by the unfair Contract Terms Act 1977, STSL does not let this equipment subject to any condition warranty or other term.
- (b) Where the hirer does not deal as a consumer within the meaning of the Unfair Contract Terms Act 1977, STSL does not, subject to the requirement of reasonableness prescribed by the Unfair Contract terms Act 1977, let the equipment subject to any condition warranty or other term, express or implied, whether statutory or otherwise save as to those implied by section 7 of the Supply of Goods Act 1982 relating to STSL's right to transfer possession of the equipment and the hirer's right to quiet possession of it. In such circumstances the hirer signifies by signing this document that he has examined the equipment which he confirms is satisfactory in all respects, corresponds with any description applied to it and any sample, is for its intended purpose and of merchantable quality. The hirer also confirms that he has relied on his own judgement in selecting the equipment.



## 6. STATUS OF THE HIRER'S OBLIGATIONS

- (a) the obligations upon the hirer under this agreement including those under clause 3 are conditions of the agreement, and subject to STSL giving due notice (if any be required by law), breach of any of those conditions may be treated by STSL as a repudiatory breach of the agreement, entitling STSL to terminate the agreement. Notice of termination shall be validly given if sent to the last address of the hirer known to STSL. Upon termination of this agreement STSL may resume possession of the equipment and hirer hereby authorises STSL and its agents to enter any premises occupied by or under the control of the hirer for the purpose of resuming such possession. The goods let hereby shall remain in the ownership of STSL. The hirer is responsible for the making good of any damage to any land or building caused by the removal of the equipment from the same and the hirer will indemnify STSL against any claim made against STSL in respect of such damage by any person.

## 7. DEFAULT

Where the agreement is terminated by STSL under the provision set out in these terms, or upon any other repudiatory breach of agreement accepted by STSL, the hirer shall no longer be in possession of the equipment with the consent of STSL and STSL may take possession of the equipment. Furthermore, in such circumstances, the hirer shall pay forthwith to STSL;

- (a) All arrears of rentals and additional rentals;
- (b) The cost of all repairs which were required to be carried out to the equipment at the moment of STSL retaking possession thereof and the costs in taking possession;
- (c) All costs incurred by STSL, including legal costs on full indemnity basis;
- (d) And as liquidated damages for breach of the agreement, a sum equal to the balance of rentals which would become due after the date of termination (but for the determination of the lease), less discount on each



payment for accelerated payment at the rate of 5% per annum. Credit will be given subject to deduction of the residual value, for the total of the net proceeds of sale of the equipment or the value of the equipment as determined by a valuer appointed by STSL in the event of the equipment not being sold within 56 days of the retaking of possession. The residual value means the value, which STSL anticipated the goods would have at the end of the period of the lease, which value STSL has taken into account in calculating the rentals hereunder. In the case of any payment by the hirer to STSL the hirer will additionally pay the appropriate amount of Value Added Tax, if any. For the avoidance of doubt this provision as to liquidated damages shall not apply in this event of termination by STSL under the provisions above, or upon any other repudiatory breach of agreement accepted by STSL, during the secondary period.

#### 8. NOTICES

Any notice served hereunder shall be sufficiently served if sent by pre paid letter post to last known address of the hirer known to STSL. Notices from the hirer should be sent to the address detailed under Supplier on page one of this Agreement.

#### 9. VARIATION OF RENTALS

STSL may vary the amount of any rentals indicated in the schedule by giving to the hirer not less than 7 days written notice in the event of any changes relating to the rate of Value Added Tax occurring during the period of the hire. In such circumstances STSL will increase/decrease the amount of the rentals payable as is necessary and a revised commercial statement will be issued to the hirer, detailing a revised invoice charge for any increase payable by the hirer or details of any refund due to the hirer from STSL in the event that the full hired term had been paid in advance and a reduction in the rate of Value Added Tax is results in a credit due to the hirer.



## 10. HIRER'S ACKNOWLEDGEMENT

The hirer acknowledges that the equipment is let to him for the purpose of a business carried on by him and the goods have been selected by the hirer and acquired by STSL for the purpose of this agreement at the request of the hirer by STSL from the supplier.

## 11. MISCELLANEOUS

- (a) No relaxation, forbearance or indulgence which STSL may extend to the hirer effect or prejudice in any matter STSL's rights hereunder.
- (b) In the event that the hirer is constituted by two or more persons then the liability of each such person shall be joint and several.
- (c) The hirer's rights hereunder cannot be transferred or assigned.
- (d) Any reference herein to a statutory provision shall be construed as a reference to such provision as from time to time re-enacted or amended.
- (e) STSL may disclose details of and relating to this agreement to any credit reference agency or any other credit broker concerned. STSL may refuse to enter into this agreement without stating a reason.
- (f) For the purpose of aiding STSL in recovering any monies due from the hirer, whether pursuant to a judgement or otherwise, the hirer hereby irrevocably authorises STSL to seek from any Bank, Building Society or other institution or person concerned and such Bank, Building Society or other institution or person concerned to give STSL information concerning the hirer or his affairs which may assist STSL in recovering such monies, or assist STSL in deciding how best to attempt to recover such monies.
- (g) References herein to the masculine shall be construed as appropriate as the feminine.



## 12. CALL-OUTS

- (a) There will be no charges levied by the STSL, nor payable by the Hirer, in relation to emergency attendance due to mechanical and/or technical malfunction or breakdown.
- (b) There will be no 'Call-Out' Fee levied by STSL, nor payable by the Hirer, in relation to a maximum of ONE call-out not due to mechanical and/or technical malfunction or breakdown – but the STSL reserves the right to raise charges for replacements parts supplied (if any) executing and resolving such call-outs.
- (c) STSL will charge a 'Call-Out' Fee (at the pre-published rate) in relation to call-outs not due to mechanical and/or technical malfunction or breakdown which exceed the maximum of ONE call-out not due to mechanical and/or technical malfunction or breakdown and raise charges for replacements parts supplied (if any) executing and resolving such call-outs.





## **ANNEX: A**

### **Insurance Conditions:**

#### **Technical Malfunction Insurance.**

A valid claim shall exist where, whilst under Hire, in the event that an accident is caused due specifically to the technical malfunction of the Bicycle, due to a faulty component or due to negligent maintenance or servicing of the equipment by Sustainable Travel Solutions Limited is proven.

#### **Theft Insurance.**

For the avoidance of doubt: The Hiring Company is wholly responsible to ensure STS Policies are fully complied with when issuing an STS Bike to their staff. This includes ensuring when the bike is left or stored it is secure and both the keys and the battery are removed from the bike.

A valid claim shall exist where, whilst under Hire, in the event the bike is stolen the Hirer has reported the theft to the Police and obtained a Crime Number AND there is clear evidence the bike was secured to an immovable object (e.g. Sheffield Stand or Lamp Post) by the D-Lock provided with the Hired Bike. Evidence can be photograph of debris left at the scene (broken D-Lock, remains of the bike where the frame had to be left behind secured to the immovable object, angle grinding debris) or clear CCTV footage of the actual aggravated theft.

If the Hirer has concerns about whether the storage facility is suitable for the storage of the hired bike it is their duty to first contact STS for them to make a site visit and agree/disagree the site is sufficiently secure BEFORE the bike is ever stored there.

Each valid Claim will attract an excess charge of £250.00 + VAT payable by the Hiring Company to STS.

In the event there is insufficient evidence (as detailed above) when an STS Bike is stolen or, STS Loss Adjusters reject the claim on the grounds there is insufficient support evidence, the Hirer shall be liable to reimburse STS for the full cost of a replacement bike.



**SUSTAINABLE TRAVEL**  
SOLUTIONS

**SCHEDULE: A**

Agreement Number: STS/YAT/EB/I/0001123  
Schedule of Bikes

This Schedule will be revised and added to as additional Bikes are Hired.

**Lease Commencement: 12<sup>th</sup> April 2022**

**Bike Number 0498 Frame Number E6DA1998**

Giant En-Toure Sm LDS Electric Bike – complete with Odometer Km, Cycle Lock & Lights – Plus Technical Malfunction Insurance.

**Bike Number 0499 Frame Number E6DA1934**

Giant En-Toure Sm LDS Electric Bike – complete with Odometer Km, Cycle Lock & Lights – Plus Technical Malfunction Insurance.

**Bike Number 0507 Frame Number E6DA1980**

Giant En-Toure Sm LDS Electric Bike – complete with Odometer Km, Cycle Lock & Lights – Plus Technical Malfunction Insurance.

**Bike Number 0508 Frame Number E6DA2300**

Giant En-Toure Sm LDS Electric Bike – complete with Odometer Km, Cycle Lock & Lights – Plus Technical Malfunction Insurance.