

WHITEHAVEN TOWN COUNCIL

Clerk to the Council:

Marlene Jewell

Telephone: 01946 67366

Chairman:

Councillor Brian O’Kane

To: Members of the Policy and Resources and Finance Committee

You are duly **SUMMONED** to attend a meeting of the **POLICY AND RESOURCES AND FINANCE COMMITTEE** of **WHITEHAVEN TOWN COUNCIL** which will be held at:-

Venue: Ennerdale Room at Whitehaven Civic Hall

Date: Tuesday 28th November 2017

Time: 6.00pm

Signed.....*Marlene Jewell*.....Dated.....*22nd November 2017*
Marlene Jewell, Clerk

AGENDA

1. Appointment of Chairman

2. Apologies for Absence

To receive apologies for absence

3. Appointment of Deputy Chairman

4. Declarations of Interest

To receive declarations of interests by elected members in respect of Agenda items

If a Member requires any advice on any item involving a possible declaration of interest which could affect his/her ability to speak and/or vote he/she is advised to contact the Clerk at least 24 hours in advance of the meeting.

5. Exclusion of the Press and Public Public Bodies Admission to Meetings Act 1960)

To consider whether there are any Agenda items during consideration of which the press and public should be excluded

6. Contract with Online Systems and Corporate Finance for Telephones

To consider a report on Council contracts for a Samsung telephone system and to make a recommendation to Council as to the way forward

7. Contract with Midshire for Photocopiers

To consider a report on Council contracts for 2 photocopiers and to make a recommendation to Council as to the way forward

8. Report on the Financial position in respect of Christmas Lighting and Festivities

To consider a report detailing the financial position with regard to the Christmas Lighting and Festivities

9. Budget and Precept for 2018/19

To consider a report on the setting of the budget and precept for 2018/19 and to make recommendations to full Council

ONLINE SYSTEMS / CF CORPORATE FINANCE REPORT (TELEPHONE SYSTEM)

Purpose of the Report

To inform Members of the rental contract for the telephones within the Office with Online Systems and CF Corporate Finance.

1.0 INTRODUCTION

The former Clerk entered into contracts for the telephones with Online Systems and CF Corporate for a period of 5 years commencing 22 April 2016.

- 1.1** The contract with Online Systems is for the service maintenance of the equipment and includes parts and labour necessary to restore the equipment to its full working state. The cost of this is £210.00 + VAT per annum (see Appendix 1).

To cancel the service agreement would cost £840.00 + VAT (e-mail at Appendix 2). This will now be reduced to £630.00 + VAT as a payment of £210.00 + VAT was made on 31.03.2017. Effectively the cancellation amount is the remainder of the amounts to be paid on the contract.

A list of payments made to Online Systems is attached at Appendix 3.

- 1.2** The rental contract with CF Corporate Finance (see Appendix 4) is for the Samsung OS7030 Telephone System, 3 x 7 button display handsets, 1 x cabling and 6 x double power sockets.

The total price of the goods listed is £4897.96 + VAT. This is paid quarterly at £300.00 + VAT, and the VAT has been reclaimed to date see list of payments at Appendix 5.

To terminate the agreement the Council would have to pay £4542.67 (letter dated 08.11.2017 at Appendix 6).

Once the agreement was terminated, title of the assets would be passed onto the original introducer/supplier, Online Systems, who would then discuss with the Council as to whether the equipment was to be collected or if we would like to purchase it (e-mail at Appendix 7). However no figures have been provided as to what the purchase price of the equipment would be.

2.0 RECOMMENDATION

That Members decide whether to continue with the contracts for the telephone systems.



Maintenance
Customer Order Form

Account Manager: Sean Bannon

Telephone: 01228 599 898

Customer Information

Company Name:	Whitehaven Town Council
Registered Address:	The Civic Hall Lowther Street Whitehaven, Cumbria. CA28 7SH
Authorised Contact Name:	Lesley Abrahams
Contact Telephone Number:	01946 67366
Contact Fax Number:	
Contact Email Address:	
All sites covered under maintenance:	As above

Maintenance Information

Minimum Term	Amount (plus VAT)	Start Date
5 Years	£210.00 per annum	Date of Install

Quarterly: Standing Order:
 Annually: Invoice:

Additional Notes

Covers Samsung OS7030 Telephone System

I confirm that I am a duly authorised representative of the above company and am authorised to sign this binding document on their behalf. I confirm that I have read the terms and conditions pertaining to this document and agree that it is a fair and proper ongoing contract.

Signature: _____
 Full Name: _____

Position: _____
 Date: _____

Terms and Conditions of Maintenance

1. Interpretation

- 1.1 In this agreement the following expressions have the meanings:-
"the Company" means Online Systems (Maintenance) Ltd.
"the Customer" means the person, firm or company indicated on the order form;
"the Equipment" means the equipment as described in the schedule.
"the Service" means the maintenance service to be provided by the Company pursuant to this Agreement.
"the User" shall have the same meaning as "the Customer" above;

2. General

- 2.1 This agreement is accepted by the Company subject to the conditions below. This agreement is valid only if signed on behalf of the company by an authorised signatory.
2.2 The Company's employers and agents are not authorised to make any oral representations concerning the service or this Agreement. The Company accepts no responsibility for any representation which has not been confirmed by the Company in writing by letter and signed by a director of the company.
2.3 These terms and conditions are extended to include the General Terms and Conditions supplied by the Company to the Customer with the Order Form or in the alternative handed, delivered or copied to the Customer by the Company.

3. Duration

- 3.1 Subject to Section 4, this Agreement shall continue for a minimum of 5 years for companies with 10 or more employees and 1 year for companies with less than 10 employees, or for however many years stated overleaf. This period commences on the date of service commencement and will continue thereafter on the same conditions unless and until either party gives the other, in writing, not less than 90 days' notice prior to the next annual renewal date in order to terminate the Agreement.
3.2 Failure to give the aforementioned notice will result in the contract continuing until the next annual renewal date.

4. Maintenance Service

- 4.1 The service provided by the Company shall cover all parts and labour necessary to restore the Equipment to its full working state.
4.2 This Agreement does not cover service required by reasons of accidental or negligent damage caused by misuse of the Equipment attempted or actual repair or adjustment or tampering by an unauthorised person. The Company shall be entitled to invoice and be paid for any repair so caused, or any other work occasioned by a cause outside the normal maintenance service specifications.
4.3 This Agreement does not cover any existing or old internal or external cabling used in connection to any new system supplied by Online Systems.
4.4 This Agreement does not cover any internal or external cabling supplied by Online Systems after one year from installation.

5. An Agreement for Hardware Maintenance

- 5.1 If determined by Online Systems (Maintenance) Ltd that the equipment requires routine maintenance, the User agrees that access and time will be allowed for the purpose of such maintenance of the equipment. The User agrees to abide by the pre-arranged availability of the equipment or to pay a charge for waiting time in Online Systems (Maintenance) Ltd personnel are denied access to the equipment.
5.2 Online Systems (Maintenance) Ltd shall only be responsible for the rectification of defects in equipment arising after the commencement date of the agreement.
5.3 The User will initiate a call as a result of malfunction and Online Systems (Maintenance) Ltd undertake to support the call as promptly as they are able, subject to the terms set out in the Schedule.
5.4 Materials and components which are found to be defective due to wear and tear will be replaced subject to, and providing that replacement is necessary for the equipment to function and that they are not classified as consumable items.
5.5 If damage necessitating the replacement of parts has been caused by misoperation or mistreatment, whether through ignorance or other causes, including lack of attention by User to carry out necessary minor maintenance, then Online System (Maintenance) Ltd reserve the right to charge the user for the parts replaced and the labour involved in replacing them.
5.6 If a unit part or assembly in the equipment has exceeded its reasonable life and constitutes a major source of problems of unreliability then Online Systems (Maintenance) Ltd may at its option, and upon giving not less than one month's notice in writing to the User, request the User, to replace the part or assembly at the User's entire expense, failing which Online Systems (Maintenance) Ltd, shall be entitled to strike out that part or assembly from the schedule of the agreement and this same deletion shall have the effect from the date of expiry of the notice referred to above.
5.7 Maintenance does not include:-
i. The provision of operating supplies or accessories including media such as tapes and removable discs, or consumables, type elements, ribbons, etc., without prejudice to generally hereof.
ii. Performing electrical work external to the equipment or maintenance of accessories, attachments or other devices not specified in this agreement.
iii. The Operating System, software of any type or data in any form.
iv. Manufacturers defect or incompatibilities (e.g. date related issues) not covered under the suppliers warranty.
v. Damage resulting from fire, flood, electrical power surges and other eventualities which should be covered by customers business insurance.
vi. Damage resulting from incorrect use of Portable Appliance Testing Equipment.
vii. Providing the latest manufacturer software or settings to prevent any acts of fraud or other criminal or civil offence, carried out through the maintained equipment.
5.8 The User agrees to:-
i. Carry out any minor maintenance routines or Instructions as called for from time to time by Online Systems (Maintenance) Ltd or as set out in the equipment manufacturer's handbooks.
ii. If advised, use only those materials and supplies approved by Online Systems (Maintenance) Ltd when operating the equipment or carrying out minor maintenance routines.
iii. Protect and secure data and system software by regular backup procedures and to have such available to Online Systems (Maintenance) Ltd personnel should they be required.
iv. Notify Online Systems (Maintenance) Ltd or any intent to move, alter or attach to the equipment listed in the schedule. And acknowledge that without Online Systems (Maintenance) Ltd written consent (which will not be unreasonably withheld) then Online Systems (Maintenance) Ltd responsibility for maintenance thereof shall be in absence of such agreement. Online Systems (Maintenance) Ltd shall then have no responsibility.
v. Operate, use and generally treat the equipment in a prudent and proper manner and avoid any activity, which could be prejudicial to the correct functioning of the equipment.
vi. Ensure that the equipment location is kept clean and tidy and if requested that space provided to allow access to, and work to be carried out on the equipment listed on the schedule.
vii. Ensure all passwords and security measures are maintained, as well as ensuring that any access is controlled.

- 5.9 Online Systems (Maintenance) Ltd shall not be responsible for repairing any of the equipment, which cannot reasonably be repaired to an acceptable operating condition.
- 5.10 Online Systems (Maintenance) Ltd shall not be liable in respect of failure to provide maintenance services hereunder where such failure is due to circumstances beyond the reasonable control of Online Systems (Maintenance) Ltd.
- 5.11 Online Systems (Maintenance) Ltd reserve the right to cancel its maintenance obligations if the manufacturer of the equipment is unable or unwilling to supply spare parts and replacement equipment to Online Systems (Maintenance) Ltd and Online Systems (Maintenance) Ltd is unable to obtain such spare parts or replacement equipment from alternative sources at equivalent prices.
- 5.12 The User hereby agrees to indemnify Online Systems (Maintenance) Ltd and any of its personnel or agents up to a limit of one hundred thousand (£100,00) pounds sterling in respect of any one incident involving damage, loss, or injury by the User.
- 5.13 Online Systems (Maintenance) Ltd's liability to the User in respect of damage, loss or injury in respect of this Agreement shall be limited to One Hundred Thousand (£100,000) pounds sterling per incident and a maximum of Five Hundred Thousand (£500,000) pounds sterling in any one year. Online Systems (Maintenance) Ltd shall have no liability for the reinstatement of software or data as a result of any incident.
- 5.14 Online Systems (Maintenance) Ltd shall, under this agreement, have no responsibility for operating system, software, or users data nor shall they be responsible for the re-installment of the above.

6 Response

- 6.1 The Company will use all reasonable efforts to cause a qualified technician to attend the Customer's installation site:-
- i. In the event of local equipment failure, within 16 working hours of receipt of fault report.
 - ii. In event of any other fault, within 48 working hours of receipt of fault report.
- 6.2 The company is not responsible for any failure to render Service due to conditions beyond its control nor shall time be of the essence in this respect.

7 Reporting Faults

- 7.1 It is the responsibility of the Customer to contact a Company Service Centre and report any fault as soon as possible.

8 Site records

- 8.1 It is the responsibility of the Customer to ensure that the site records provided by the Equipment supplier to the Customer on Installation of the Equipment are kept in order, and are available to the Company's staff immediately on request.

9 Networks

- 9.1 All charges made by networks shall be entirely the responsibility of the Customer.

10 Abortive Call Out

- 10.1 If the Customer requests Service and a member of the Company's staff attends the Customer's site and no fault is found, the Company shall be entitled to charge and be paid for the cost of the time expended and travel at the Company's standard rates from time to time plus VAT.

11 Payment of Charges

- 11.1 Payment of all invoiced amounts shall be made by the Customer in advance in advance of any service provided by the Company. Time of payment shall be the essence of this Agreement. The Company reserves the right to charge the Customer interest on any late payments (as well after as before judgement) at the rate defined in the general terms and conditions, together with the costs of recovering any overdue amounts. The Company reserves the right to withhold services if the annual charge payable shall be in arrears.
- 11.2 The Customer agrees to be bound by the Company's published price list as amended from time to time. The Company reserves the right to increase its charges up to a maximum of 20% per annum without prior notice.

12 Liability

- 12.1 Any faults on externally connected computer hardware or software caused during installation or thereafter are not covered under this agreement. The company shall in no circumstances be liable for any loss of profit, business or production caused by the hardware or software going out of use or malfunctioning.
- 12.2 If work is required to be carried out on customer owned IT system, servers, PC's in relation to our services, On Line Systems (Northern) Limited or Maintenance Ltd shall in no circumstances be liable for any loss of profit, business or production caused by hardware or software going out of use or malfunctioning.
- 12.3 The company is not responsible for any acts of fraud, criminal or civil offences carried out through the maintained equipment by the Customer, their agents or third party.

13 Assignment/Novation

- 13.1 The rights and obligations of either party under this Agreement shall be non-assignable but the Customer hereby agrees to enter into a new Agreement with such other Company as the Company in its absolute discretion shall nominate or one of that Companies subsidiary companies ("Novation Agreement") on the following basis:
- i. The Novation Agreement shall be on the same terms and conditions of the Agreement except as to the duration of the contact period which shall be for then (as at the date of the Novation Agreement) unexpired term of the Initial 7 year contract period of the Agreement;
 - ii. The Novation Agreement will be entered into by the Customer forthwith on receipt of a Novation Agreement executed by any Company nominated by the company. In no circumstances later than 14 days after receipt by the Customer.
 - iii. The Customer shall be responsible for its costs relation to any Novation Agreement.
- 13.2 The obligations contained in this clause shall not apply to the Customer unless any company nominated by the Company is a designated maintainer under the provisions of the Telecommunications Act 1984

Whitehaven Town Council

From: Sean Bannon <s.bannon@Online-systems.co.uk>
Sent: 04 April 2017 14:00
To: Whitehaven Town Council
Subject: Online Systems Ltd

Hi Marlene,

Nice talking with you earlier, as discussed please see the costs should you wish to cancel contracts, there is no negotiating and I mean that in the nicest possible way as essentially all we have done is help spread the costs of the equipment as opposed to a one off cost over a set period to cover the price quoted to Les.

To settle the system rental cost- You would have to contact CF yourself as this is something we can't request for you. The number will be on the paperwork from them.

To settle the existing maintenance contract will cost- £840 + vat

** We done the system on a rental as that is how Les wanted it, the system is in place so you can transfer calls around the office, have a voicemail facility, be able to set day/ night messages for when you are in/ out of the office and lots more should you no or want anything that it currently isn't programmed to do**

Kind regards

Sean



[Click here to view our Company Video](#)

SEAN BANNON**Account Manager**

Telephone: +44(0) 1228 599898

Fax: +44 (0) 1228 593050

E-Mail: s.bannon@online-systems.co.uk

Web: www.online-systems.co.uk

Registered Address: Westmoor House, Westmoor Road
Kingstown Industrial Estate, Carlisle, Cumbria, CA3 0HD
Registered in England No: 02709011 / VAT Reg No: 533 7549 30

The opinions expressed in this email are not necessarily the opinions of Online-Systems Ltd. It is not intended to form any legal contract or binding agreement. Online-Systems have taken all reasonable steps to ensure that this email and any attachments are virus free when sent. It contains proprietary information which is confidential and may be legally privileged and its contents are intended for viewing by the intended recipient(s) only. If you are not an intended recipient you must not use, disclose, distribute, copy or print or rely in any way on the information in this email and you must erase it

Online Systems

Invoice Date	Nett	VAT	Description
31.10.2016	£ 210.00	£ 42.00	Annual Maintenance Cover 01.05.2016 - 30.04.2017
08.12.2016	£ 30.00	£ 6.00	To set up voicemail on line 66992
31.03.2017	£ 210.00	£ 42.00	Annual Maintenance Cover 01.05.2017 - 30.04.2018
	£ 450.00	£ 90.00	



Thursday 14 April 2016 09:50

minimum term hire agreement (non regulated)
optional maintenance inclusive

Lessor, which expression shall include its successors and assigns:

CF Corporate Finance Limited (company number 05414774) of Capital House, Raynham Road, Bishop's Stortford, Herts CM23 5TT

Lessee

Full name: Telephone no.:

Contact name: Email address:

Address (including postcode): Company reg. no.:

Goods

Quantity	Description of Goods	New - Used	Serial No.'s
One	Samsung OS7030 Telephone System	New	
Three	7 button display handsets	New	
One	Cabling	New	
Six	Double Power Sockets	New	

Payments

MINIMUM PERIOD OF RENTAL (MONTHS) IN WORDS: PAYMENT PERIOD (Quarterly/Monthly/Annual) IN WORDS:

Initial Rental: £ +VAT followed by a minimum of (in words): Periodic Rentals of: £ +VAT

If figures appear for Maintenance Payments in the box below then the amounts specified as due to the Supplier shall be payable in addition to the Periodic Rentals above.

£ +VAT Total amount payable each Payment Period: £ +VAT

The Initial Rental is payable together with an Initial Set-up Fee of £100.00 plus VAT on the Commencement Date (which is the date that we sign this Agreement). The first Periodic Rental is due either one month or three months from the Commencement Date as indicated above.

The Lessee agrees that the Periodic Rentals are calculated for the hiring of the Goods only and do not include any sum attributable to any other asset or product or the provision of any connection services, warranties, maintenance and/or any other services together with the Ancillary Products (due to the Lessee). The Lessee acknowledges that it shall enter into a separate agreement with an appropriate supplier for the provision of such Ancillary Products and shall obtain from such supplier all representations, warranties and guarantees required in relation to the Ancillary Products. If such Ancillary Products are not performed the Customer shall not be entitled to (a) withhold payment of the Periodic Rentals due under this Agreement (which must continue to be paid in full in accordance with clause 3.2) or (b) terminate the Agreement or the hiring of the Goods.

Signatures

Lessee's declaration

By signing this agreement you are declaring that all the information that you have given to us is correct and you realise that we rely on that information when deciding whether to enter into this agreement. You also declare that you are entering into this agreement in the course of your business. We may register information about you and the conduct of your account with a licensed credit reference agency who will keep records of this information and share your information with selected third parties. You also confirm that you have read and understood the Terms and Conditions on pages 4 and 5.

Signature(s) of Lessee(s):

Signatory's name (print name in full):

Position:

Date(s) of signature(s):

IMPORTANT - USE OF YOUR INFORMATION

CF Finance Limited (CF Finance) may use your personal information for the following purposes:

- To provide you with the services you have requested.
- To provide you with information about our services and products.
- To provide you with information about our services and products from third parties.
- To provide you with information about our services and products from third parties.
- To provide you with information about our services and products from third parties.

Acceptance by the Lessor

Accepted by CF Corporate Finance Limited (the Lessor):

Date of this Agreement:



minimum term hire agreement

APPROXIMATELY 12 MONTHS

non regulated

Supplier

Name Tel No.

Address

Salesperson's Name Email

Additional provisions

Initialed by Lessee

How your payments are calculated

CUSTOMER CHECKPOINT - Examine the costs below to ensure that you understand how we arrive at the amount used to calculate your Periodic Rental excluding any maintenance charge.

*Only applicable if a third party settlement is to be included in this agreement.

Price of the Goods Listed	£	<input type="text" value="4 897.96"/>	- VAT
Plus			
* Amount needed to settle current agreement	£	<input type="text" value="0.00"/>	- VAT
Equals Total Costs used to calculate each Periodic Rental (excluding any maintenance charge)	£	<input type="text" value="4 897.96"/>	- VAT
We work out each Periodic Rental (excluding any maintenance charge) using a Rate per €1000 of		<input type="text" value="61.25"/>	per €1,000

If you wish the proposed Agreement to include any amount needed to settle your liability under an existing agreement then you should insert details of the Finance Company and agreement number in the spaces provided below. By inserting those details you acknowledge that the Supplier acts as your agent for the purpose of receiving those settlement monies from us and paying the Finance Company. The only obligation of CF Corporate Finance Limited (its Assignees or Principals) will be to pay the settlement monies to the Supplier on your behalf.

* Finance company that owns the existing Goods

* Agreement reference number

Our Regulator

CF Corporate Finance Limited is authorised and regulated by the Financial Conduct Authority for credit-related regulated activities (including hiring). Registered office: 2 Gresham Street, London, EC2V 7QP. Registered in England Number 3414774.

Ombudsman Scheme

If you have a complaint about this agreement with us or our service, please complain to us first by contacting us on 0800 7560827 or by writing to us at CF Corporate Finance Limited, Reading International Business Park, RQ2 5AA. We will acknowledge your complaint and write to you within 8 weeks either confirming our final position or explaining why we are unable to do so. If you are dissatisfied with how we deal with your complaint and you are not a business customer, you have the right to refer your complaint to the Financial Ombudsman Service by writing to Exchange Tower, London, E14 9SR, by calling 0800 328 4567 or by emailing complaint.info@financial-ombudsman.org. Businesses may have a right to complain to the Financial Ombudsman Service. The Ombudsman can tell you whether or not he can deal with your complaint. www.financial-ombudsman.org.uk

CFCP-Min-Term-Hire-Nonrag-07-15

Checklist for Lessee

1. Make it clear within your organisation who can sign such Agreements
2. Ensure that the supplier of any goods involved is reputable and an accredited supplier of the goods involved
3. Check the name of the finance company (and where relevant its parent company) on the page of the Agreement which you sign and whether this company is a member of the Finance & Leasing Association
4. Ensure with the supplier that the goods are new (or if not that you are content that used or refurbished goods are suitable)
5. Always ensure that the completed Agreement corresponds with any verbal or written quotation and that the equipment description of the goods accurately reflects what you are agreeing to pay for
6. Read your Agreement carefully **before** signing it and ensure it is correct, particularly in respect of the rental amount and the period of hire. Never sign an Agreement which is not fully completed
7. Make sure you understand and agree with all terms and conditions of the Agreement and, if you are unsure, seek advice
8. Make sure you understand the costs involved and whether the Agreement allows for any automatic increase in charges
9. Check the period of hire and any notice period required for its termination and the settlement terms to be applied on early termination
10. Ensure that the length of the Agreement is not longer than the expected working life of the goods involved
11. Check whether the Agreement includes the supply of service. If so, whether this will continue after any minimum or initial period of hire. If you are entering into a separate contract for the provision of service you should check its terms carefully
12. If any amendments are made to your Agreement or a further Agreement is required to replace an existing Agreement, do not sign it unless it has made the same checks as you did for the original Agreement
13. If a new Agreement includes an element of refinancing from a previous Agreement with a different provider, check that the settlement figure provided by the former provider matches the refinancing figure used by the new provider

All areas have been completed and acknowledged prior to initialling this page.

cfcorporate Certificate of Acceptance

Agreement No. _____

To CF Corporate Finance Ltd
To be signed on behalf of the Hirer only after taking delivery of the equipment.

By signing this Certificate of Acceptance the signatory below hereby:

- (i) acknowledges and confirms that the Hirer has taken delivery of the equipment specified in the Hire Agreement in good order and condition and which accords with the Hirer's specifications and requirements;
- (ii) authorises CF Corporate Finance Limited to pay the purchase price of the equipment to the Supplier relying upon the contents of this Certificate being true and accurate; and
- (iii) warrants and represents to CF Corporate Finance Limited that, having made all necessary enquiries, the Hirer has the power and capacity to enter into the Hire Agreement and that the signatory is duly authorised to sign the Hire Agreement on behalf of the Hirer.

The Equipment is located at

The Civic Hall, Lowther Street, Whitthaven, Cumbria, CA28 7SH

Signature of (or on behalf of) Hirer

Name of Hirer

Whitthaven Town Council

Name of Signatory

Position of Signatory

Date

THE HIRER ACCEPTS THE EQUIPMENT FOR THE FULL PERIOD OF RENTAL AND ACKNOWLEDGES THAT THERE IS NO TRIAL PERIOD OR FREE MAINTENANCE INCLUDED.

CF Corporate

Invoice Date	Nett	VAT	Description
09.06.2016	£ 700.00	£ 140.00	Lease Rental and Initial Set Up Fee
01.08.2016	£ 300.00	£ 60.00	Lease Rental
01.11.2016	£ 300.00	£ 60.00	Lease Rental
01.02.2017	£ 300.00	£ 60.00	Lease Rental
01.05.2017	£ 340.00	£ 68.00	Lease Rental and Annual Service Fee
01.08.2017	£ 300.00	£ 60.00	Lease Rental
01.11.2017	£ 300.00	£ 60.00	Lease rental
	£ 2,540.00	£ 508.00	

CF Corporate Finance Limited
 Reading International Business Park
 Reading
 Berkshire
 RG2 6AA

i 0800 756 0827
w www.cfcorporate.co.uk
e customerservices@cfcorporate.co.uk

Whitehaven Town Council
 The Civic Hall
 Lowther Street
 WHITEHAVEN
 Cumbria
 CA28 7SH

08 November 2017

Dear Sir/Madam,

Re: Agreement No. C227597
 Description NEW Samaung OS7030 Telephone System
 Settlement Amount £ 4,542.67
 Valid Until 22 November 2017
 Broker Name On Line Systems (northern) Ltd.

We have received your request for a settlement figure for your agreement and have pleasure in providing the following information:

Balance O/S (Less Arrears):	£3,900.00
Less Rebate:	£114.44
VAT	£757.11
Arrears	£0.00
Amount required to settle:	£4,542.67

Please note that this figure is inclusive of VAT and is calculated on the basis that all rentals due up to and including the 'valid until' date noted above are met in full.

REMINDER: You are PERSONALLY RESPONSIBLE for making all payments. If payment of the settlement figure is to be made by a third party on your behalf, it is nevertheless your responsibility to ensure that we receive the payment.

If another party other than yourself (yourselves) will be settling the Agreement, we are required to carry out an ID and verification check via a recognised Agency. In order to do this, we will require the following:

- The full name of the paying party (or parties including Company Registration Number if it is an incorporated body).
- Their current home address (if unincorporated)
- Their date of birth (if unincorporated)
- Their specific permission to undertake the check(s)

This settlement figure does not include the passing of title to the equipment as detailed on your agreement. All matters of this nature must be handled by an intermediary, namely the introducing broker or a nominated third party of our choice. Please telephone our Customer Services department on 0800 756 0827 to confirm your contact in respect of your 'end of agreement' options.

Payment can be made by:

- 1) Sending us a cheque made payable to CF Corporate Finance to our address set out at the top of this letter;
- 2) By bank transfer to the following account:
 Account name: CF Corporate Finance
 Account number: 13043501
 Sort code: 40-64-34





Swift Code: IVESGB2L
IBAN: GB36IVES40643413043501
Reference: C227597

If you have any questions about this letter or what you need to do then please contact using the telephone number set out at the top of this letter to discuss it with one of our customer advisors.

Yours sincerely,

CF Corporate Finance

CF Corporate Finance Limited



Whitehaven Town Council

From: Customer Services <CustomerServices@cfcorporate.co.uk>
Sent: 30 August 2017 15:17
To: Whitehaven Town Council
Subject: RE: Agreement Number: C227597
Attachments: C227597.pdf

Good afternoon Vanessa

Thank you for your email.

As requested below find the information.

1. Equipment rented, NEW Samsung OS7030 Telephone System (serial no. M19900ES2JGB17297)
2. To terminate the agreement we would require the full settlement balance to be paid. Please find the settlement figure attached.
3. Once the agreement is terminate, title of the asset will be passed onto the original introducer who was On Line Systems (northern) Ltd. They would then discuss whether you would like to arrange collection of the kit or if you like to purchase title.

I hope the above and attached helps to answer any queries you may have.

Should you require any further information, please do not hesitate to contact us.

Kind Regards,
Lillie

Customer Services
CF Corporate Finance Limited
customerservices@cfcorporate.co.uk
T +44 (0) 800 756 0827

CF Corporate Finance Limited
Reading International Business Park
Reading, RG2 6AA
Registered Office: 2 Gresham Street, London EC2V 7QP. Registered in England
Number 5414774

From: Whitehaven Town Council [mailto:Clerk@whitehaventowncouncil.co.uk]
Sent: 30 August 2017 11:00
To: Customer Services
Subject: Agreement Number: C227597

Good Morning

This agreement was set up by a former employee of Whitehaven Town Council. Whitehaven Town Councillors have now raised some concerns which I am hoping you will be able to answer.

1. The terms of the agreement refer to periodic rentals. What exactly are we renting?
2. How much would it cost the Council to terminate this agreement early?
3. If the agreement was terminated what would happen to the phone line/equipment?

An early response would be much appreciated so that we can report back to our Councillors.

Kind regards

Vanessa Gorley
Trainee Assistant Town Clerk

MIDSHIRE REPORT

Purpose of the Report

To inform Members of the contract for the photocopiers within the Office with Midshire.

1.0 INTRODUCTION

The Council bought a Lexmark printer and Sharp printer from the company Midshire. The Lexmark printer is not in use and Midshire are aware of this and we are not being charged for this unless we actually start using the machine (see Appendix 1).

The former Clerk entered into a service contract for the Sharp printer with Midshire for a period of 5 years commencing 3rd February 2016 (see Appendix 2). A service contract was also entered into for the Lexmark printer (see Appendix 3)

The service contract covers ink toner and servicing (parts and labour). It costs 0.4 pence per black copy and 4.0 pence per colour copy.

To cancel the service agreement would cost £2340.80 + VAT (e-mail at Appendix 4). This is calculated by how many billing quarters are left on the service contract multiplied by the agreed estimated copies for mono and colour at the cost per copy rate (Appendix 5).

If the Council was to terminate the contract there would be the following costs:

The annual cost of a service is a callout fee of £65.00 and £35.50 per subsequent 15 minutes. The price of ink would range from £49.39 for black cartridges to £74.05 for colour cartridges (see Appendix 6). The copiers are programmed to give a message when a service or maintenance is required. To date the machine has not been serviced or broken down.

Midshire have also been asked what would happen if we were to sell the Lexmark printer which is not being used but there has been no reply to date.

A list of payments made to Midshire is shown as Appendix 7.

2.0 RECOMMENDATION

That Members decide whether to continue with the service contract.

Whitehaven Town Council

To: Service Billing
Subject: RE: Meter reading request

Dear Sirs

I'm afraid I don't know the name of the person. Nor do I have a hard copy of service agreement signed by Gillian Blaney who was employed on a temporary basis and is no longer with us. Would it be possible please for you to send me a copy of the agreement signed by Gillian please.

If we were to decide to cancel this agreement is there a penalty clause? If there is what would the charge be?

We also have a Sharp photocopier which we bought from you and which is in use and which appears to be on a similar 5 year agreement signed by Les Abrahams. Similarly what would it cost us to terminate this agreement?

I look forward to hearing from you.

Best Regards

Marlene Jewell

-----Original Message-----

From: Service Billing [mailto:service.billing@midshire.co.uk]
Sent: 27 June 2017 16:52
To: Whitehaven Town Council <Clerk@whitehaventowncouncil.co.uk>
Subject: RE: Meter reading request

Hi Marlene,

Do you know the name of the person who told you the machine would be removed?

The machine was signed on a minimum 5 year service agreement, by Gillian Blaney in October 2016. This covers the toner and servicing (parts and labour) for the machine. Please note that the service agreement is separate to the means of finance, which in this case was an outright purchase.

If the machine is not in use then we will not raise any invoices unless advised otherwise that the machine is being used again. If this is the case please can you let us know?

If you have any further queries please do not hesitate to let us know.

Kind regards

Service Billing

0121 359 5559 Ext:

Midshire Business Systems Ltd is part of the Midshire Group of Companies (Registered Office: Midshire House, Doranda Way, West Midlands, West Bromwich B71 4LT) RN: 02496142

Customer Order & Copier / Printer Service / Rental Agreement

CUSTOMER'S NAME & ADDRESS / PAYMENT POINT INSTALLATION ADDRESS IF DIFFERENT

WHITEHAVEN TOWN COUNCIL
LOWTHER STREET
WHITEHAVEN CUMBRIA
POSTCODE: CA28 7 SH
Contact Name MR LESLIE ABRAMS
Tel No: 01746 667366
Fax:
Email:

Table with columns: Equipment Supplied, Model, Serial No., Quantity, Unit Price, Item Price. Includes entries for SHARP copiers with unit price of 252.00.

Photocopier / Printer Billing Details

Agreed Copy Charge per Black Copy: 0.4 pence per copy
Agreed Copy Charge per Colour Copy: 4.0 pence per copy
Agreed Estimated Black Copies: 10,000 /per quarter
Agreed Estimated Colour Copies: 3000 /per quarter
Agreed Minimum Service Period: 5 years
Copy Meter Reading as at: Date: Month: Year:

SIGNED ON BEHALF OF THE CUSTOMER: ORDER ACCEPTED BY MIDSHIRE

TITLE: Clerk + Responsible Financial Officer
NAME: Leslie Abrams
DATE: 3 2 16
SIGNED: [Signature] 8/2/16

ALL CHARGES STATED ARE EXCLUSIVE OF VALUE ADDED TAX AND ANY OTHER GOVERNMENT TAXES THEN IN FORCE

Instructions to your Bank to pay by Direct Debit
Please complete parts 1 to 5 to instruct your bank to make payments directly from your account.
1. The Manager
2. Name of A/C Holder
3. A/C Number
4. Sort Code
5. Your instructions to the Bank of Building Society
Please pay Midshire Business Systems Northern Ltd Direct Debits from the account detailed in this instruction subject to the safeguards of the Direct Debit Guarantee. I understand that this instruction may remain with Midshire Business Systems (Northern) Ltd and if so, details will be passed electronically to my Bank Building Society.



Instructions to your Bank to pay by Direct Debit

1. The Manager
2. Name of A/C Holder
3. A/C Number
4. Sort Code
5. Your instructions to the Bank of Building Society
Please pay Midshire Business Systems Northern Ltd Direct Debits from the account detailed in this instruction subject to the safeguards of the Direct Debit Guarantee. I understand that this instruction may remain with Midshire Business Systems (Northern) Ltd and if so, details will be passed electronically to my Bank Building Society.

The Direct Debit Guarantee

This guarantee is subject to the usual conditions of the Direct Debit Guarantee. It is a guarantee from your bank that it will pay the Direct Debit from your account on the date specified in the instruction, provided you have not notified your bank of any change in your account details or that you do not wish to continue with the Direct Debit.

Customer Order & Copier / Printer Service / Rental Agreement

CUSTOMER'S NAME & ADDRESS / PAYMENT POINT

INSTALLATION ADDRESS IF DIFFERENT

WHITFIELD TOWN COUNCIL

THE CIVIC HALL LOUTHAM STREET

WHITFIELD

Postcode: CA28 7SH

Postcode:.....

Contact Name: 01946 66992

Contact Name:.....

Tel No:.....

Tel No:.....

Fax:.....

Fax:.....

Email:.....

Email:.....

Equipment Supplied	Model	Serial No.	Quantity	Unit Price	Item Price
LEXMARK	CG160		ONE		£2300.00 + VAT
Total Due					£2300.00

Photocopier / Printer Billing Details

Agreed Copy Charge per **Black** Copy:..... 0.3 pence per copy / ~~1.0~~

Agreed Copy Charge per **Colour** Copy:..... 3.0 pence per copy / ~~5.0~~

Agreed Estimated **Black** Copies:...../per quarter Agreed Estimated **Colour** Copies:...../per quarter

Agreed Minimum Service Period:.....years

Copy Meter Reading as at: Date: Month: Year:

Any additional information?

SIGNED ON BEHALF OF THE CUSTOMER:

ORDER ACCEPTED BY MIDSHIRE:

MISS CILLIAN BLANEY

TITLE:.....

NAME: CILLIAN BLANEY

NAME:.....

DATE: 14.10.16

DATE:.....

SIGNED: C. Blaney X

SIGNED:.....

From: Leanne Wakefield [<mailto:Leanne.Wakefield@midshire.co.uk>]
Sent: 30 August 2017 12:14 PM
To: Whitehaven Town Council <Clerk@whitehaventowncouncil.co.uk>
Cc: Martin Chandler <martin.chandler@midshirenorth.co.uk>
Subject: RE: Service Agreement

Hi Vanessa,

In answer to your query in regards to the settlement fee, to settle the service agreement for the photocopier: 55025307 it would be a total of £2340.80+VAT to cancel the contract.

Please do not hesitate to contact me for further information.

Kind regards

From: Whitehaven Town Council [<mailto:Clerk@whitehaventowncouncil.co.uk>]
Sent: 30 August 2017 09:28
To: Leanne Wakefield <Leanne.Wakefield@midshire.co.uk>
Subject: RE: Service Agreement

Good Morning Leanne

We already have a copy of this agreement and following its receipt Marlene sent an email to you (see below) and we are still awaiting answers to her queries. Please can somebody address our queries.

Regards

Vanessa Gorley
Trainee Assistant Town Clerk
Whitehaven Town Council

Telephone: 01946 67366
Email: Clerk@whitehaventowncouncil.co.uk

Whitehaven Town Council, Room 3, Whitehaven Civic Hall, Lowther Street, Whitehaven, Cumbria CA28 7SH

From: Whitehaven Town Council
Sent: 22 June 2017 16:23
To: 'Leanne Wakefield' <Leanne.Wakefield@midshire.co.uk>
Subject: RE: Service Agreement

Hello Leanne

I'm afraid I still don't understand. We bought the copier outright not on a rental agreement yet we are being charged per black copy and per colour copy and I don't understand why any one would enter into an agreement and be charged for using something they own. I can't read the small print on the Agreement to see exactly what it says because it is blurred so that doesn't help and I don't appear to have a hard copy in the office.

In the circumstances can you please let me have the following information:-

Whitehaven Town Council

From: Leanne Wakefield <Leanne.Wakefield@midshire.co.uk>
Sent: 15 November 2017 09:22
To: Whitehaven Town Council
Subject: RE: Service Agreement

Hi Vanessa,

This is calculated by how many billing quarters are left on the service contract, multiplied by the agreed estimated copies for mono and colour at the cost per copy rate.

Kind regards



Leanne Wakefield
 Service Billing Administrator

T: 0121 359 5559 | **Ext:** 269
E: Leanne.Wakefield@midshire.co.uk
W: www.midshire.co.uk



The Telegraph
BUSINESSCLUB

Midshire Business Systems Ltd, Midshire House, Donkida Way, West Midlands, West Bromwich B71 4LT - Registered No. 02495142

Please be aware that there is a significant risk posed by cyber fraud, specifically affecting email accounts and bank account details. Accordingly, we confirm that we have NOT changed our bank account details. We will not accept responsibility if you transfer money into an incorrect account.

From: Whitehaven Town Council [mailto:Clerk@whitehaventowncouncil.co.uk]
Sent: 08 November 2017 10:01
To: Leanne Wakefield <Leanne.Wakefield@midshire.co.uk>
Subject: RE: Service Agreement

Good Morning

Further to your e-mail below. Please could you provide a breakdown of how this settlement figure was calculated as I need to report back to Councillors on this matter.

Kind regards

Whitehaven Town Council

From: Leanne Wakefield <Leanne.Wakefield@midshire.co.uk>
Sent: 30 August 2017 15:33
To: Whitehaven Town Council
Subject: RE: Service Agreement

Hi Vanessa,

The annual cost of a service is a callout fee of £65 and £35.50 per subsequent 15 minutes.

The price of ink that you would need in the 55025307 would be:

Black	£49.39
Cyan	£74.05
Magenta	£74.05
Yellow	£74.05

Normally the machine will prompt you if it requires a service but this is normally after a large quantity of prints have been produced. If the machine requires maintenance it will give a code and a number for you to contact the service department to arrange an engineer. Unless damage has been caused to the machine this is covered by your contract, but if you are not under contract there is a callout charge of 65.00 which includes the first 15 minutes of service and subsequently 35.50 for each 15 minutes the engineer is on site.

Please let me know if there is anything else I can help with.

Kind regards

From: Whitehaven Town Council [mailto:Clerk@whitehaventowncouncil.co.uk]
Sent: 30 August 2017 12:19
To: Leanne Wakefield <Leanne.Wakefield@midshire.co.uk>
Subject: RE: Service Agreement

Good afternoon Leanne

Thank you for that response. Please could you tell me the cost of an annual service and also the individual prices for black and color toners.

I am also led to believe that as part of the agreement we should receive a service of the machine, but to our knowledge this has not happened.

Kind regards

Vanessa Gorley
Trainee Assistant Town Clerk
Whitehaven Town Council

Telephone: 01946 67366
Email: Clerk@whitehaventowncouncil.co.uk

Whitehaven Town Council, Room 3, Whitehaven Civic Hall, Lowther Street, Whitehaven, Cumbria CA28 7SH

MIDSHIRE

APPENDIX 4

Invoice Date	Nett	VAT	Description
18.02.2016	£ 2,562.00	£	512.40 Purchase of Sharp Printer
11.05.2016	£ 122.10	£	24.42 Meterage Charge 18.02.2016 - 11.05.2016
04.08.2016	£ 128.10	£	25.62 Sharp Meterage Charge 11.05.2016 - 03.08.2016
26.10.2016	£ 2,300.00	£	460.00 Purchase of Lexmark Printer
01.11.2016	£ 28.02	£	5.60 Sharp Meterage Charge 03.08.2016 - 01.11.2016
10.11.2016	£ 7.50	£	1.50 Delivery Charge for Toners
12.01.2017	£ 16.29	£	3.26 Lexmark Meterage Charge 18.10.2016 - 12.01.2017
14.02.2017	£ 514.23	£	102.85 Meterage Charge 01.11.2016 - 14.02.2017
13.04.2017	£ 24.02	£	4.80 Lexmark Meterage Charge 01.04.2017 - 13.04.2017
18.05.2017	£ 193.94	£	38.79 Sharp Meterage Charge 14.02.17 - 15.05.17
31.05.2017	£ 475.04	£	95.01 Sharp Meterage Charge 01.11.16 - 14.02.17
Total Purchase Cost of both Machines			£4862.00 + VAT
Total Cost for Printing			£1509.24 + VAT
Total	£ 6,371.24	£	1,274.25

CHRISTMAS LIGHTS FESTIVITIES REPORT

Purpose of the Report

To report back to Members the costing of the Whitehaven Christmas Lights Switch On festivities.

1.0 INTRODUCTION

Members may recall at the Extraordinary Council meeting held on 7th September 2017 that Cumbria County Council was appointed to erect, maintain and dismantle the Christmas Lights at a cost of £27,000, we have as yet to receive the invoice for this.

At the same meeting £7,000 was approved for the festivities at the Whitehaven Christmas Lights Switch On Event.

2.0 FINANACIAL POSITION

2.1 The total gross charge for all the services/acts was £9590.00 as outlined in Appendix 1.

2.2 The total amount of VAT to be reclaimed amounts to £1130.00

2.3 The amount of monies banked following receipt of donations, fundraising and takings amounts to £2998.30 see Appendix 2.

2.4 The total cost to Whitehaven Town Council for the festivities was £5461.70 bringing an underspend of £1538.30.

3.0 RECOMMENDATION

That the information at 2.1, 2.2, 2.3 and 2.4 be noted.

Appendix 1

Payee	Nett	VAT	Gross
Garston Entertainments Ltd	1200.00		1200.00
Three Kings Security	1500.00	300.00	1800.00
Shout Promotions	600.00		600.00
Lake and Land	1425.00	285.00	1710.00
Darling Manor	335.00		335.00
Lake and Land	475.00	95.00	570.00
Copeland Borough Council			675.00
Bauer Media	2250.00	450.00	2700.00
Total			9590.00

Appendix 2

	Amount
Donation from Taylors Fairground	500.00
Takings from Land Train	890.00
Rent from Market Stalls	300.00
Fundraising by Chamber of Trade and Pop Steps	1200.40
Donation Bucket	7.90
Donation from Haven Café	20.00
Donation from Glow merchant	80.00
Total	2998.30

BUDGET AND PRECEPT FOR 2018/19 REPORT

Purpose of the Report

To formulate and recommend proposals to the Council in respect of the Budget for 2018/19.

1.0 INTRODUCTION

1.1 The preparation of the annual budget is one of the key statutory tasks to be undertaken by a local council. The budget has three main purposes:

- It results in the Council setting the precept for the year.
- Subject to Financial Regulations, it gives the Clerk/RFO the authority to make spending commitments in accordance with plans approved by members.
- It provides a basis for monitoring progress during the year by comparing actual spending against planned spending.

1.2 The importance of the budget should not be underestimated. It is essential that Council members understand how it is put together and how it should be used in the running of the Council. At its simplest, the budget compares what the Council would like to spend in the forthcoming year on local services to the amount of income it expects to generate, with the difference being made up by the precept. But as the year progresses, things don't always go to plan and this can be a significant risk. Reviewing the budget against actual expenditure regularly gives members an early warning about the likelihood of problems to enable responsive action to be taken.

2.0 BUDGET DEVELOPMENT PROCESS

2.1 The process for setting and utilising the annual budget is as follows:

- (i) **Form of Budget**

Determine the level of details and schedule the headings under which the Council expects to incur expenditure or receive income. An estimate for each heading should then be prepared of the value of transactions that will take place in the following year.

(ii) Review the Current Year Budget & Expenditure

The current year should be reviewed for three main reasons:

- To identify activities being carried out in the current year which will also be carried out next year.
- To identify operations in the current year which won't be happening next year.
- To identify things not in the current year's budget which may need to be added to next year's budget.

(iii) Determine the Cost of Expenditure Plans

For existing activities, make an assessment of the likely changes in the level of activity and the possible impact of price changes. For new activities, make a reasonable assessment using such information as is available on size and extent of activity and associated costs.

(iv) Assess Levels of Income

Consider the level of charges set and estimated take-up.

(v) Combine Expenditure & Income Plans

Combining expenditure and income plans enables members to make an assessment of affordability, taking account of the potential impact on the level of precept and Council Tax.

(vi) Provide for Contingencies & consider Reserves & Balances

The budget should make allowance for contingencies to cover the possibility of activities being greater than anticipated or being more costly. This may be provided for through reserves and balances. Consideration should also be given to the position beyond the end of the next financial year and whether there are any substantial commitments which it would be prudent to set aside funds for example elections.

(vii) Approve the Budget

(vii) Approve the Budget

Having determined the planned level of expenditure, anticipated income and agreed reserves and balances, the budget must be approved. Whilst preparatory work can be undertaken by the Clerk/RFO and the Policy and Resources and Finance Committee, the Full Council must determine the final budget.

(viii) Confirm the Precept

The important statutory stage of the budget process is confirming the precept to be raised on Copeland Borough Council, as collection authority. The Council's budget must be set and the precept notified to Copeland Borough Council by a date to be notified by Copeland Borough Council but likely to be January 2018.

(ix) Review progress against Budget

Once the budget has been approved, it should act as the basis for managing the Council's finances, with regular progress reports during the year.

3.0 Background Papers

At Appendix 1 for Members reference are the following documents:-

- The budget agreed for 2017/2018
- The cash book and income and expenditure to 17th November 2017
- The current budget containing expenditure to date against budget lines and estimated costs to 31/3/18
- A draft of a proposed budget for 2018/2019 for discussion

4.0 RECOMMENDATIONS

It is recommended that the draft budget be drawn up following the process outlined above. This should take account of the Council's agreed priorities and reported to full Council for approval.

Whitehaven Town Council

APPENDIX

2017/18 Proposed Revenue Budget

(for consideration by Town Council at its meeting on 15 February 2017)

	£
Employees & Allowances	
Clerk, Administration Assistant and 50% of cost of Markets Officer	75,000.00
Mayor's Allowance	3,063.00
Member Development and Training	3,000.00
Staff Development and Training	3,000.00
	<u>84,063.00</u>
Premises	
Annual Lease Fee and Service Charges including business rates	4,000.00
Storage Facilities	6,000.00
	<u>10,000.00</u>
Supplies and Services	
Telephone and IT Facilities	1,000.00
Insurances	1,000.00
Printing and Stationery	3,000.00
Subscriptions - CALC Membership	1,300.00
Subscriptions - Other	2,000.00
Miscellaneous	3,000.00
	<u>11,300.00</u>
	10,800.00
Third Party Payments/Contractual Arrangements	
Grounds Maintenance	10,000.00
Christmas Lights - Maintenance, Putting up and taking down	25,000.00
Market Stalls - 50% of costs	10,500.00
Internal Audit Fees	1,500.00
External Audit Fees	1,500.00
Allotments	35,000.00
Bus Shelters (£6,000 investment plus £1,000 annual maintenance costs)	7,000.00
Environmental Improvements	20,000.00
	<u>110,500.00</u>
Elections	2,500
	110,000.00
Events	
Events - use to be agreed by Council	25,000.00
Civic Hospitality	5,000.00
Britain in Bloom	12,000.00
	<u>42,000.00</u>
Grants	
Councillor Ward Grants - against approved criteria	22,000.00
Grants to Local Organisations	30,000.00
	<u>52,000.00</u>

Agreed 15/2/17

Contingencies and Contributions To and From Reserves	
Contingency Sum for Unforeseen Events	5,403.73
Contribution to Capital Investment Reserve - use to be determined by Council	<u>25,000.00</u>
	30,403.73
Total Expenditure	<u>340,266.78</u>
Income	
Allotments	- 6,000.00
Other, including bank interest	- 100.00
Total Income	<u>- 6,100.00</u>
Precept - Band D Equivalent	-334,166.78
Total Income	<u>-340,266.78</u>

WHITEHAVEN TOWN COUNCIL

CASH BOOK FROM 1 APRIL 2017

Date	Ref	Description	I Salaries	Expenses	Training	Office/ Rm Hire	Allotmts	Christmas	Market	Cleaning/ Maint	Grants	Civic Hospitality	Insurance & Audit	Mayor	Ward Grants?	Elections	Regeneration	Net Total	VAT	Total	Min. Ref.
03/04/2017	192	Luke Johnston				118.00												118.00		118.00	647/17(i)
03/04/2017	195	Rosehill Youth Theatre				60.00												60.00		60.00	647/17(i)
11/04/2017	197	Sandwith Village Group									5,000.00				500.00			500.00		500.00	647/17(i)
11/04/2017	198	Whitehaven District Operatic Society																5,000.00		5,000.00	647/17(i)
18/04/2017	185	Mayor Of Workington Dinner												50.00				50.00		50.00	Mayor
19/04/2017	186	Allerdale Bc Civic dinner												40.00				40.00		40.00	Mayor
25/04/2017	DD	BT				110.66												110.66	22.13	132.79	647/17(i)
28/04/2017	199	Cumbria Association of Local Councils				702.10												702.10	13.00	715.10	662/17(iii)
28/04/2017	200	Whitehaven Golf Club				37.00												37.00	7.40	44.40	662/17(iii)
28/04/2017	202	Copeland Borough Council	6,658.04			679.34	2,510.00				625.58		109.00					10,581.96	1958.73	12,540.69	662/17(iii)
28/04/2017	203	Westcom				210.00												210.00	42.00	252.00	662/17(iii)
28/04/2017	204	Westlakes Recruit UK - Agency Fees	361.12															361.12	72.22	433.34	662/17(iii)
28/04/2017	205	United Reformed Church				120.00												120.00		120.00	662/17(iii)
28/04/2017	206	Graham Roberts		32.10														32.10		32.10	662/17(iii)
28/04/2017	207	Viking Direct - Stationery				31.18												31.18	6.24	37.42	662/17(iii)
28/04/2017	208	Parish of Whitehaven				15.00					1,609.49							1,609.49		1,609.49	662/17(iii)
28/04/2017		unpaid cheque charge																15.00		15.00	
MAY-17																					
May-17	DD	Corporate Finance				408.00												408.00		408.00	Contract
11/05/2017	209	Whitehaven Heritage Action Group									525.00							525.00		525.00	663/17(iii)
11/05/2017	210	Cumbria Payroll Services reissue 187	96.00			829.38												96.00	19.20	115.20	647/17(i)
25/05/2017	211	CBC NNDR reissue 190				65.40												829.38		829.38	647/17(i)
25/05/2017	212	CBC energy charges for Room 3 reissue 190					1910.00											1910.00		1910.00	647/17(i)
25/05/2017	213	CBC Allotments reissue 190									353.86							353.86		353.86	647/17(i)
25/05/2017	214	CCC - Damage to lights reissue 196									274.49							274.49		274.49	647/17(i)
25/05/2017	215	Eon reissue 191																			647/17(i)
25/05/2017	216	Midshire reissue 194																			647/17(i)
25/05/2017	217	Westcom reissue 193				514.23												514.23	102.85	617.08	647/17(i)
25/05/2017	218	Online Systems reissue 201				180.00												180.00	36.00	216.00	647/17(i)
25/05/2017	219	Westlakes Recruit Ltd reissue 188	2,017.88			210.00												210.00	42.00	252.00	662/17(iii)
26/05/2017	DD	BT				112.68												112.68	403.56	2,421.44	647/17(i)
31/05/2017	221	Westlakes Recruit Ltd	783.24															112.68	22.54	135.22	Contract
31/05/2017	222	Westlakes Recruit Ltd	339.16															783.24	156.65	939.89	686/17(i)
31/05/2017	223	Westlakes Recruit Ltd	451.40															339.16	67.83	406.99	686/17(i)
31/05/2017	224	Viking Direct - Stationery				35.33							250.00					451.40	90.28	541.68	686/17(i)
31/05/2017	225	Internal Auditor																35.33	7.07	42.40	686/17(i)
31/05/2017	226	Westlakes Recruit Ltd	993.08															250.00		250.00	686/17(i)
31/05/2017	227	CBC Allotments					1910.00											993.08	198.62	1,191.70	686/17(i)
31/05/2017	228	CBC gate at cartgate allotments					360.00											1910.00	382.00	2,292.00	686/17(i)
31/05/2017	229	United Reformed Church				60.00												360.00	72.00	432.00	686/17(i)
31/05/2017	230	CBC energy charges for Room 3				65.40												60.00		60.00	686/17(i)
31/05/2017	231	Zurich Insurance																65.40		65.40	686/17(i)
31/05/2017	232	G Roberts travelling expenses		5.20														2,466.07		2,466.07	686/17(i)
31/05/2017	233	Cumbria Media				168.00												168.00		168.00	686/17(i)
JUN-17																					
13/06/2017	234	Greenbank P&R Social Club																10,000.00		10,000.00	631/17(iii)
13/06/2017	236	Kie Park																10,000.00		10,000.00	648/17(i)
27/06/2017	DD	BT				98.19												98.19	19.64	117.83	Contract
JUL-17																					
03/07/2017	237	Cumbria Association of Local Councils				1041.42												1041.42		1041.42	716/17(i)
03/07/2017	238	Westcom				80.00												80.00	16.00	96.00	716/17(i)
03/07/2017	239	Copeland Borough Council	3461.89															3461.89	692.38	4154.27	716/17(i)
03/07/2017	240	Copeland Borough Council																1910.00	382.00	2292.00	716/17(i)
03/07/2017	241	United Reformed Church				60.00	1910.00											60.00		60.00	716/17(i)
03/07/2017	242	Rosehill Youth Theatre				240.00												240.00		240.00	716/17(i)
03/07/2017	243	Luke Johnston				60.00												60.00		60.00	716/17(i)
03/07/2017	244	Copeland Borough Council																2874.83		2874.83	716/17(i)
03/07/2017	245	Copeland Borough Council																2922.30		2922.30	716/17(i)

30/10/2017	302	Viking Direct - Stationery	25.18						25.18	5.04	30.22	813/17(i)
30/10/2017	303	Westcom IT	28.8						28.8	5.76	34.56	813/17(i)
30/10/2017	304	Westcom IT	144						144	28.8	172.8	813/17(i)
30/10/2017	305	Westcom IT	50						50	10	60	813/17(i)
30/10/2017	306	Copeland Borough Council		1910					1910	382	2292	813/17(i)
30/10/2017	307	Copeland Borough Council	15.2						15.2		15.2	813/17(i)
30/10/2017	308	Copeland Borough Council	65.4						65.4		65.4	813/17(i)
30/10/2017	309	Three Kings Security			1500				1500	300	1800	813/17(i)
30/10/2017	310	Cumbria Media	47						47		47	813/17(i)
30/10/2017	311	Jean's Flower Boutique							80		80	813/17(i)
30/10/2017	312	Shout Promotions			600				600		600	813/17(i)
Nov-17												
01/11/2017	DD	CF Corporate Finance	300						300	60	360	CONTRACT
10/11/2017	313	HMRC - TAX and NI Contributions				1592.87			1592.87		1592.87	HMRC
13/11/2017	BACS	Lake and Land			1425				1425	285	1710	781/17(i)
15/11/2017	SAL	Staff				3937.76			3937.76		3937.76	654/17
15/11/2017		stop cheque no 295 charge			5				5		5	
20/11/2017	314	Darling Manor				335.00			335.00		335.00	781/17(i)
20/11/2017	BACS	Lake and Land				475.00			475.00	95.00	570.00	781/17(i)

48,832.21	37.30	11475.54	16,240.00	6168.35	70,060.07	411.80	3,075.07	140.00	7,032.80	8,908.72	1,000.00	173,381.90	8,194.94	181,576.84
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WHITEHAVEN TOWN COUNCIL - RECREATED CASH BOOK

INCOME 2017-18

Date	Item	Precept	Interest	Other
01/04/2017	Interest		4750.03	
25/04/2017	Parish Precept	334166.78		
15/06/2017	Charity Fund			100.00
05/07/2017	VAT Refund			28683.93
18/07/2017	SBRR			1574.08
27/07/2017	VAT Refund			11701.65
21/08/2017	VAT Refund			548.88
20/09/2017	VAT Refund			893.76
06/10/2017	Returned Grant			9330.46

334166.78	4750.03	52832.76
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**WHITEHAVEN TOWN COUNCIL
SUMMARISED INCOME & EXPENDITURE STATEMENT
FINANCIAL YEAR 2017-18**

BANK BALANCES BROUGHT FORWARD

CBS 53905917	44,343.62	
CBS 53906216	185,135.74	
TOTAL OPENING BALANCE	229,479.36	

INCOME:

Precept	334,166.78	
Interest (Deposit)	4,750.03	
Other Income	52,832.76	
TOTAL INCOME	391,749.57	

EXPENDITURE

Salaries	48,832.21	
Expenses (Clerk & Councillors)	37.30	
Training	-	
Office Exps/Room Hire	11,475.54	
Allotments	16,240.00	
Christmas	6,168.35	
Market	-	
Cleaning & Maintenance	-	
General Grants	70,060.07	
Civic Hospitality	411.80	
Insurance & Audit	3,075.07	
Mayor's Events	140.00	
Ward Grants	7,032.80	
Elections	8,908.72	
Regeneration	1,000.00	
VAT (to be reclaimed)	8,194.94	
TOTAL EXPENDITURE	181,576.84	

CASH BOOK BALANCE

Brought forward	229,479.36	
Income	391,749.57	
Expenditure	181,576.84	
Town Council Funds	439,652.09	

BANK BALANCES

CBS 53905917 (17 November 2017)	300,671.32	
CBS 53906216 (17 November 2017)	139,885.77	
	440,557.09	

Unpresented Cheques

905.00

FINANCIAL POSITION

439,652.09

Expenditure Net of VAT Invoices not yet processed Budget

Whitehaven Town Council	Budget	Spend to Date	Estimate spend to 31.03.2018	+/-
Employees & Allowances				
Clerk, Trainee Assistant Clerk and 50% of Markets Officer	75,000.00	38,221.37	78,533.39	3,533.93
Mayor's Allowance	3,063.00	50.00	3063.00	0.00
Member Development and Training	3,000.00	270.00	270.00	2,730.00
Staff Development and Training	3,000.00	0.00	1000.00	2,000.00
Premises (on Cash Book as Office/Room Hire)				
Annual Lease and Service Charges	4,000.00	1,645.88	3081.26	918.74
Storage Facilities	6,000.00	0.00	0.00	6,000.00
Supplies and Services (on Cash Book as Office/Room Hire)				
Telephone and IT Facilities	1,000.00	2284.63	3000.00	715.37
Insurances	1,500.00	2,466.07	2466.07	1,166.07
Stationery	3,000.00	250.85	350.85	2,649.15
Subscriptions - CALC membership	1,300.00	1,042.42	1042.42	257.58
Subscriptions - Other	2,000.00	20.00	20.00	1,800.00
Miscellaneous	3,000.00	0.00	0.00	3,000.00
Third Party Payments/ Contractual Arrangements				
Grounds Maintenance	10,000.00	0.00	6625.32	3,374.68
Christmas Lights - erection, maintenance and dismantling	25,000.00	0.00	27000.00	2,000.00
Market Stalls - 50 % of costs	10,500.00	0.00	15625.00	5,125.00
Internal Audit Fees	1,500.00	500.00	500.00	1,000.00
External Audit Fees	1,500.00	1240.80	1240.80	259.20
Allotments	35,000.00	17196.00	28896.00	6,104.00
Bus Shelters (£6,000 investment plus £1,000 annual maintenance costs)	7,000.00	0.00	0.00	7,000.00
Environmental Improvements	17,000.00	1200.00	15318.10	1,681.90
Elections	2,500.00	8,908.72	8,908.72	6,408.72
Contractual Arrangements for telephone/photocopier on Cash Book as Office/Room Hire				
Events				
Events - use to be agreed by Council	25,000.00	5461.70*	7,000.00	18,000.00
Civic Hospitality	5,000.00	411.80		
Britain in Bloom	12,000.00	0.00	0.00	12,000.00

Grants					
Councillor Ward Grants - against approved criteria			7,032.80	22,000.00	0.00
Grants to Local Organisations			34137.50	34137.50	4137.50 **
Contingencies and Contributions to and From Reserves					
Contingency Sum for Unforseen Events		15,000.00			
Contribution to Capital Investment Reserve - use to be determined by Council		25,000.00			
Total Expenditure		349,863.00			
Income					
Allotments		-3000.00			
Other, including bank interest		-100.00			
Total Income		-3100.00			
Precept					

* denotes the net amount WTC have paid for Christmas festivities leaving an underspend on the original £7000.00 budget

** Kie Park returned a part grant payment totalling £9330.46 as they couldn't commence with the work that the grant had been awarded for, we have since received a further two applications for funding, one for £15000.00 and one for £6000.00

WHITEHAVEN TOWN COUNCIL DRAFT BUDGET PROPOSALS FOR DISCUSSION

BUDGET PROPOSALS 2018-19 ONWARDS			
	EXPENDITURE (Net of VAT)	2017-18 Budget	2018-19 Budget
Community Plan	CORE ACTIVITIES		
Employees & Allowances	Salaries	75000.00	90000.00
	Mayor's Allowance	3063.00	3063.00
	Staff Development & Training	3000.00	3000.00
	Member Development & Training	3000.00	3000.00
	Office Rent	4000.00	1500.00
	Energy Charges		800.00
	Insurance to Copeland Borough Council		115
	Cleaning to Rosehill Youth Theatre		1500.00
	Service Charge to Copeland Borough Council		810.00
	Refuse Collection		65.00
	Meeting Room Hire		2000.00
	Storage Facilities	6000.00	6000.00
	Telephone & Broadband (BT)	1000.00	1000.00
	IT (Westcom)		1000.00
	Website maintenance (Cumbria Media)		1500.00
	Samsung Telephone Finance		1488.00
	Samsung Telephone Maintenance		242.00
	Zurich Insurance	1500.00	2466.07
	Photocopier/Printing	3000.00	1000.00
	Stationery		500.00
	Subs - CALC	1300.00	1500.00
	Subs - Other	2000.00	2000.00
	Miscellaneous	3000.00	3000.00
	Internal Auditor	1500.00	1000.00
	External Auditor	1500.00	1500.00
	Allotments	35000.00	35000.00
	Elections	2500.00	5000.00
	SUB TOTAL	146363.00	170049.07
	OPTIONAL ACTIVITIES - to be decided		
	PREPARATION OF COMMUNITY PLAN		
	New Office Accommodation		8000.00
	Public Realm Contribution		
	Ward Grants	22000.00	22000.00
3rd Party			

Notes

Increase to take account of incremental progression & pay rises.

No change

No change

No change

No change

Increase to take account of expected % increase

Increase to take account of expected % increase

Increase to take account of expected % increase

Increase to take account of expected % increase

Increase to take account of expected % increase

No change

5 year contract with CF Corporate

5 year contract with On-line systems

Premium is on a 3 year contract

5 year contract with Midshire

Increase to take account of expected % increase

No change

No change

Reduced based on actual payments made 2017/18

No change

No change

Increased to take into account

New

New

New

No change.

Community Grants	30000.00	30000.00	No change.
Grounds Maintenance (grass cuttings)	10000.00	15000.00	To take into account expected % increase and extra areas to cut
Christmas Lights infrastructure		24000.00	New
Christmas Lights	25000.00	24000.00	
Christmas Festivities	7000.00	5000.00	
Markets (50% cost of)	10500.00	16000.00	Increased to take into account amount approved for 2017/18
Other Environmental Improvements	17000.00	17000.00	No change
Bus Shelters, Bins and Seats	7000.00	95000.00	New
Ranger (Lengthsman Scheme)		26800.00	agreed in principal 31.08.2017 employed by WTC 3 days per week
Civic Hospitality	5000.00	5000.00	No change
Britain in Boom	12000.00	12000.00	No change
Events	25000.00	25000.00	No change
TOTAL EXPENDITURE	316863.00	494849.07	

INCOME	2017-18		Notes
	Budget	2018-19 Budget	
Precept			
Precept Grant Allotments	3,000	3,000	No change.
Bank Interest	100.00	100.00	
Total Income	3,100	3,100	
<i>Net Surplus for re-investment</i>	-	491,749	

COUNCIL RESERVES ESTIMATED

Reserve	At 1/4/18 (Estimate)
General reserve	301,502
Total reserves	301,502