

Meopham Parish Council

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A Civility & Respect
Pledge Council

To all Members of Meopham Parish Council

You are hereby summoned to attend a meeting of the **Full Council** of **Meopham Parish Council** on **Tuesday 3rd March 2026** at **7:00pm** to be held at the **Cricket Pavilion, Meopham Green, Wrotham Road, Meopham, DA13 0PZ**. Papers have been circulated for items marked with (*)

Yours faithfully

Lisa Winter

Lisa Winter

Clerk and Responsible Financial Officer

Date of Issue: Tuesday 24th February 2026

AGENDA

1. **Apologies for Absence:** To receive and accept apologies
2. **Declarations of Members' Interests:** To receive declarations of pecuniary and non-pecuniary interests for this meeting
3. **Minutes of Previous Meeting:** To approve the minutes of the meetings held on 10.02.26. *This item is to confirm the accuracy of the minutes and not to raise matters arising (*)*
4. **Public Session & External Reports**
 - 4.1 **Public Session**
 - 4.2 **Borough Councillors and County Councillor**
 - 4.3 **Police**
5. **Pitfield Green Toilets:** To receive an update
6. **Pitfield Green Toilets:** To consider and approve additional reserves

7. **Community Grants Scheme – Audit:** To note the report from the Finance Officer following the audit of grants issued in 2025-2026 to ensure they were spent in line with the Council's Community Grants Policy (*)
8. **Standing Agenda Item:** To consider any need for professional advice or reports on planning or related issues
9. **Harvel Green:** To agree to the request from Harvel Hash House Harriers to use Harvel Green for this years' annual Harvel 5 mile race on Saturday 6th June 2026 subject to the receipt of all appropriate documentation
10. **New AGAR requirements for compliance - Assertion 10:**
 - 10.1 **Privacy Policy:** To consider and approve the policy (*)
 - 10.2 **Freedom of Information Policy and Guide:** To consider and approve the policy and guide (*)
 - 10.3 **Information Technology Policy:** To consider and approve the policy (*)
11. **Southdown Shaw Allotments:**
 - 11.1 **Rent:** To consider and approve the rent for the allotments (*)
 - 11.2 **Lease Agreement:** To consider and approve the lease agreement with Meopham & District Allotments Association (MDAA) (*)
 - 11.3 **Plot-holder Agreement:** To consider and approve the plot-holder agreement (*)
 - 11.4 **Constitution:** To consider and approve the MDAA constitution (*)

CLOSED SESSION

Pursuant to Section 1(2) of the Public Bodies (Admission to Meetings) Act 1960, that due to the confidential nature of the next item, the public and press will be asked to leave the meeting

12. **Service Contract:** To consider the tenders received and approve a contractor for the public toilet opening, closing and cleaning contract (*)
13. **Employment Tribunal Costs:** To consider the request (*)
14. **Potential Complaint of Maladministration:** To note the complaint (*)

Item 3

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Minutes of the Full Council Meeting held on Tuesday 10th February 2026 at 7:00pm at Harvel Village Hall, Meopham, DA13 0DS.

Members Present: Cllr S Buchanan
Cllr D Bramer
Cllr R Collings
Cllr P Haslam – Chairman for the meeting
Cllr D Johnson
Cllr S Johnson
Cllr B Wade
Cllr P Watson

In Attendance: 8 members of the public
L Winter – Clerk

Meeting commenced 19:02

Item 1: Apologies for Absence: To receive and accept apologies

F.C. 208 Apologies were received from Cllr Fisher (unwell), Cllr McNamara (recovering) and Cllr Sims (work commitment).

Item 2: Declarations of Members' Interests: To receive declarations of pecuniary and non-pecuniary interests for this meeting

F.C. 209 None declared.

Item 3: Minutes of Previous Meetings: To approve the minutes of the meetings held on 20.01.26

F.C. 210 Cllr Buchanan proposed and Cllr Collings seconded that the minutes of the Full Council meeting of 20.01.26 be approved. All in favour.

Item 4: Public Session & External Reports

4.1 Public Session

Disclaimer: The statements made during the Public Session reflect the opinion of the speaker(s) and are not necessarily accurate or factual information.

F.C. 211 A number of members of the public who were residents from Valley Lane and Ridge Lane, which is a long established residential area predominantly made up of permanent homes, were in attendance to ask for clarity on the intended future use of the numerous vacant

plots. They strongly believed that these plots should be allocated and supported for residential development, with planning permission for houses that are in keeping with the scale and character of the surrounding properties.

Councillors advised that Meopham Parish Council are consultees only and that these views needed to be put to the Local Planning Authority. It was agreed that the Clerk would forward their letters of concern to Gravesham Borough Council planning and enforcement departments.

4.2 Borough Councillor and County Councillor

F.C. 212 There were no Borough Councillor or County Councillor present.

4.3 Police

F.C. 213 There were no Police present.

Item 5: Pitfield Green Toilets: To receive an update

F.C. 214 Update No7 on progress.

Following the update the Clerk raised the concern that the figures quoted would breach the approved £25.5K and that a report requesting approval of additional expenditure would be required at a future meeting.

Item 6: Gravesham Civic & Community Awards 2026: Consider and approve a nomination

F.C. 215 Councillors agreed the nominee.

Item 7: Council Governance – Financial Regulations: To review and approve the Council's Financial Regulations for the 2025/2026 municipal year

F.C. 216 The Council's Financial Regulations were adopted with the following significant amendments:

- 5.6 Removed;
- 5.8 For contracts greater than **£5,000 including** VAT the RFO shall seek at least 3 fixed-price quotes;
- 5.9 Where the value is between £500 and **£5000 including** VAT, the RFO shall try to obtain 3 estimates which might include evidence of online prices, or recent prices from regular suppliers;
- 5.18 **£5,000**;
- 6.8 ii. **£5,000**;
- 9.1 the Clerk and Finance Officer **£2,500 each card**;
- 15.5 **£1000**.

PROPOSED: Cllr D Johnson. SECONDED: Cllr S Johnson. All in favour. (Amended version attached to these minutes)

Item 8: Financial Matters

F.C. 217 Councillors considered the documentation presented.

RESOLVED that:

- 8.1 The schedule of payments since the last meeting up to 31 January 2026 be agreed.
- 8.2 The receipts and payments report for the same period be received.
- 8.3 The bank statements and supporting Bank Reconciliation be received and signed.
- 8.4 The council reserves statement be received and signed

Item 9: Gravesham KALC: To approve the purchase of refreshments as the host for the meeting on Thursday 5th March 2026

F.C. 218 RESOLVED that the purchase of refreshments for a maximum of 10 attendees at £5 per head be approved.

Item 10: Standing Agenda Item: To consider any need for professional advice or reports on planning related issues.

F.C. 219 Councillor Collings stated that the Council were now too late for procuring a traffic assessment. He then requested for approval to represent the Council in a formal capacity in future meetings, where he wished to engage constructively in relation to Policy LP7.3 (Meopham) prior to the commencement of the formal Regulation 19 consultation period.

Councillor Bramer stated that there needed to be more than one representative. Councillor D Johnson and Councillor Watson volunteered in addition to Councillor Collings.

RESOLVED that at least two councillors attend meetings as representatives for the Council. Matters at the meetings to be addressed constructively with no predetermination on course of actions.

F.C. 220 Closed Session – all public and press were asked to leave the meeting.

PROPOSED: Cllr Wade. SECONDED: Cllr Buchanan. All in favour.

CLOSED SESSION

Pursuant to Section 1 (2) of the Public Bodies (Admission to Meetings) Act 1960, that due to the confidential nature of the next item, the public and press will be asked to leave the meeting

F.C. 221 Suspension of Standing Order 3(x) – a meeting shall not exceed a period of two hours.

PROPOSED: Cllr Wade. SECONDED: Cllr Buchanan. All in favour.

Item 11: **Southdown Shaw Allotment: To receive feedback from the meetings with MDAA and make any recommendations**

F.C. 222 The Clerk and councillors appraised the council of the situation with the MDAA.

RESOLVED that:

- a) The MDAA write a new constitution and plot-holder tenancy agreement for consideration and approval at the full council meeting in March. If this cannot be achieved, then the Clerk of MPC to draft the documents alongside the new lease agreement. Each document must correspond and integrate with the others.
- b) The MDAA call an AGM, subject to MPC agreeing the new lease, constitution and plot-holder agreement at the full council meeting in March, as soon as possible.

The meeting ended 21:18



MEOPHAM PARISH COUNCIL

FINANCIAL REGULATIONS

Adopted by Full Council on 10 February 2026

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1. General

- 1.1. These Financial Regulations govern the financial management of the council and may only be amended or varied by resolution of the council. They are one of the council's governing documents and shall be observed in conjunction with the council's Standing Orders.
- 1.2. Councillors are expected to follow these regulations and not to entice employees to breach them. Failure to follow these regulations brings the office of councillor into disrepute.
- 1.3. Wilful breach of these regulations by an employee may result in disciplinary proceedings.
- 1.4. In these Financial Regulations:
 - 'Accounts and Audit Regulations' means the regulations issued under Sections 32, 43(2) and 46 of the Local Audit and Accountability Act 2014, or any superseding legislation, and then in force, unless otherwise specified.
 - "Approve" refers to an online action, allowing an electronic transaction to take place.
 - "Authorise" refers to a decision by the council, or a committee or an officer, to allow something to happen.
 - 'Proper practices' means those set out in *The Practitioners' Guide*
 - *Practitioners' Guide* refers to the guide issued by the Joint Panel on Accountability and Governance (JPAG) and published by NALC in England or Governance and Accountability for Local Councils in Wales – A Practitioners Guide jointly published by One Voice Wales and the Society of Local Council Clerks in Wales.
 - 'Must' and **bold text** refer to a statutory obligation the council cannot change.
 - 'Shall' refers to a non-statutory instruction by the council to its members and staff.
- 1.5. The Responsible Financial Officer (RFO) holds a statutory office, appointed by the council. The Clerk has been appointed as RFO and these regulations apply accordingly. The RFO;
 - acts under the policy direction of the council;
 - administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
 - determines on behalf of the council its accounting records and control systems;
 - ensures the accounting control systems are observed;
 - ensures the accounting records are kept up to date;
 - seeks economy, efficiency and effectiveness in the use of council resources; and
 - produces financial management information as required by the council.

1.6. **The council must not delegate any decision regarding:**

- **setting the final budget or the precept (council tax requirement);**
- **the outcome of a review of the effectiveness of its internal controls**
- **approving accounting statements;**
- **approving an annual governance statement;**
- **borrowing;**
- **declaring eligibility for the General Power of Competence; and**
- **addressing recommendations from the internal or external auditors**

1.7. In addition, the council shall:

- determine and regularly review the bank mandate for all council bank accounts;
- authorise any grant or single commitment in excess of £5,000;

2. Risk management and internal control

2.1. **The council must ensure that it has a sound system of internal control, which delivers effective financial, operational and risk management.**

2.2. The Clerk shall prepare, for approval by the council, a risk management policy covering all activities of the council. This policy and consequential risk management arrangements shall be reviewed by the council at least annually.

2.3. When considering any new activity, the Clerk shall prepare a draft risk assessment including risk management proposals for consideration by the council.

2.4. **At least once a year, the council must review the effectiveness of its system of internal control, before approving the Annual Governance Statement.**

2.5. **The accounting control systems determined by the RFO must include measures to:**

- **ensure that risk is appropriately managed;**
- **ensure the prompt, accurate recording of financial transactions;**
- **prevent and detect inaccuracy or fraud; and**
- **allow the reconstitution of any lost records;**
- **identify the duties of officers dealing with transactions and**
- **ensure division of responsibilities.**

2.6. At least once in each quarter, and at each financial year end, a member other than the Chair or a cheque signatory shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign and date the reconciliations and the original bank statements (or similar document) as evidence of this. This activity, including any exceptions, shall be reported to and noted by the council.

2.7. Regular back-up copies shall be made of the records on any council computer and stored either online or in a separate location from the computer. The council shall put measures in place to ensure that the ability to access any council computer is not lost if an employee leaves or is incapacitated for any reason.

3. Accounts and audit

3.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations.

3.2. **The accounting records determined by the RFO must be sufficient to explain the council's transactions and to disclose its financial position with reasonable accuracy at any time. In particular, they must contain:**

- **day-to-day entries of all sums of money received and expended by the council and the matters to which they relate;**
- **a record of the assets and liabilities of the council;**

3.3. The accounting records shall be designed to facilitate the efficient preparation of the accounting statements in the Annual Governance and Accountability Return.

3.4. The RFO shall complete and certify the annual Accounting Statements of the council contained in the Annual Governance and Accountability Return in accordance with proper practices, as soon as practicable after the end of the financial year. Having certified the Accounting Statements, the RFO shall submit them (with any related documents) to the council, within the timescales required by the Accounts and Audit Regulations.

3.5. **The council must ensure that there is an adequate and effective system of internal audit of its accounting records and internal control system in accordance with proper practices.**

3.6. **Any officer or member of the council must make available such documents and records as the internal or external auditor consider necessary for the purpose of the audit** and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary.

3.7. The internal auditor shall be appointed by the council and shall carry out their work to evaluate the effectiveness of the council's risk management, control and governance processes in accordance with proper practices specified in the Practitioners' Guide.

3.8. The council shall ensure that the internal auditor:

- is competent and independent of the financial operations of the council;
- reports to council in writing, or in person, on a regular basis with a minimum of one written report during each financial year;
- can demonstrate competence, objectivity and independence, free from any actual or perceived conflicts of interest, including those arising from family relationships; and

- has no involvement in the management or control of the council

3.9. Internal or external auditors may not under any circumstances:

- perform any operational duties for the council;
- initiate or approve accounting transactions;
- provide financial, legal or other advice including in relation to any future transactions; or
- direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

3.10. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as described in The Practitioners Guide.

3.11. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts, including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and documents required by the Local Audit and Accountability Act 2014, or any superseding legislation, and the Accounts and Audit Regulations.

3.12. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

4. Budget and precept

4.1. **Before setting a precept, the council must calculate its council tax (England) requirement for each financial year by preparing and approving a budget, in accordance with The Local Government Finance Act 1992 or succeeding legislation.**

4.2. Budgets for salaries and wages, including employer contributions shall be reviewed by the council at least annually in October for the following financial year and the final version shall be evidenced by a hard copy schedule signed by the Clerk and the Chair of the Council.

4.3. No later than October each year, the RFO shall prepare a draft budget with detailed estimates of all receipts and payments for the following financial year, taking account of the lifespan of assets and cost implications of repair or replacement.

4.4. Unspent budgets for completed projects shall not be carried forward to a subsequent year. Unspent funds for partially completed projects may only be carried forward (by placing them in an earmarked reserve) with the formal approval of the full council.

4.5. Each committee (if any) shall review its draft budget and submit any proposed amendments to the council not later than the end of November each year.

4.6. The draft budget shall be considered by the council.

- 4.7. Having considered the proposed budget, the council shall determine its council tax (England) requirement by setting a budget. The council shall set a precept for this amount no later than the end of January for the ensuing financial year.
- 4.8. **Any member with council tax unpaid for more than two months is prohibited from voting on the budget or precept by Section 106 of the Local Government Finance Act 1992 and must disclose at the start of the meeting that Section 106 applies to them.**
- 4.9. The RFO shall **issue the precept to the billing authority no later than the end of February** and supply each member with a copy of the agreed annual budget.
- 4.10. The agreed budget provides a basis for monitoring progress during the year by comparing actual spending and income against what was planned.
- 4.11. Any addition to, or withdrawal from, any earmarked reserve shall be agreed by the council.

5. Procurement

- 5.1. **Members and officers are responsible for obtaining value for money at all times.** Any officer procuring goods, services or works should ensure, as far as practicable, that the best available terms are obtained, usually by obtaining prices from several suppliers.
- 5.2. The RFO should verify the lawful nature of any proposed purchase before it is made and in the case of new or infrequent purchases, should ensure that the legal power being used is reported to the meeting at which the order is authorised and also recorded in the minutes.
- 5.3. Every contract shall comply with the council's Standing Orders and these Financial Regulations and no exceptions shall be made, except in an emergency.
- 5.4. **For a contract for the supply of goods, services or works where the estimated value will exceed the thresholds set by Parliament, the full requirements of The Procurement Act 2023 and The Procurement Regulations 2024 or any superseding legislation ("the Legislation"), must be followed in respect of the tendering, award and notification of that contract.**
- 5.5. Where the estimated value is below the Government threshold, the council shall (with the exception of items listed in paragraph 5.12) obtain prices as follows:
- 5.6. **For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation regarding the publication of invitations and notices.**
- 5.7. For contracts greater than £5,000 including VAT the Clerk shall seek at least 3 fixed-price quotes;
- 5.8. Where the value is between £500 and £5,000 including VAT, the Clerk shall try to obtain 3 estimates which might include evidence of online prices, or recent prices from regular suppliers.
- 5.9. For smaller purchases, the Clerk shall seek to achieve value for money.

5.10. Contracts must not be split to avoid compliance with these rules.

5.11. The requirement to obtain competitive prices in these regulations need not apply to contracts that relate to items (i) to (iv) below:

- i. specialist services, such as legal professionals acting in disputes;
- ii. repairs to, or parts for, existing machinery or equipment;
- iii. works, goods or services that constitute an extension of an existing contract;
- iv. goods or services that are only available from one supplier or are sold at a fixed price.

5.12. When applications are made to waive this financial regulation to enable a price to be negotiated without competition, the reason should be set out in a recommendation to the council. Avoidance of competition is not a valid reason.

5.13. The council shall not be obliged to accept the lowest or any tender, quote or estimate.

5.14. Individual purchases within an agreed budget for that type of expenditure may be authorised by:

- The Clerk, under delegated authority, for any items below £1,000 excluding VAT.
- the Clerk, in consultation with the Chair of the Council, for any items below £2,000 excluding VAT.
- in respect of grants, the council and in accordance with any policy statement agreed by the council.
- the council for all items over £2,000;

Such authorisation must be supported by a minute (in the case of council or committee decisions) or other auditable evidence trail.

5.15. No individual member, or informal group of members may issue an official order unless instructed to do so in advance by a resolution of the council or make any contract on behalf of the council.

5.16. No expenditure may be authorised that will exceed the budget for that type of expenditure other than by resolution of the council except in an emergency.

5.17. In cases of serious risk to the delivery of council services or to public safety on council premises, the clerk may authorise expenditure of up to £5,000 excluding VAT on repair, replacement or other work that in their judgement is necessary, whether or not there is any budget for such expenditure. The Clerk shall report such action to the Chair as soon as possible and to the council as soon as practicable thereafter.

5.18. No expenditure shall be authorised, no contract entered into or tender accepted in relation to any major project, unless the council is satisfied that the necessary funds are available and that where a loan is required, Government borrowing approval has been obtained first.

5.19. An official order or letter shall be issued for all work, goods and services above £250 excluding VAT unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained, along with evidence of receipt of goods.

5.20. Any ordering system can be misused and access to them shall be controlled by the RFO.

6. Banking and payments

6.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and authorised by the council; banking arrangements shall not be delegated to a committee. The council has resolved to bank with Unity Bank, Cambridge Building Society, Hampshire Trust, Redwood Bank. The arrangements shall be reviewed annually for security and efficiency.

6.2. The council must have safe and efficient arrangements for making payments, to safeguard against the possibility of fraud or error. Wherever possible, more than one person should be involved in any payment, for example by dual online authorisation or dual cheque signing. Even where a purchase has been authorised, the payment must also be authorised and only authorised payments shall be approved or signed to allow the funds to leave the council's bank.

6.3. All invoices for payment should be examined for arithmetical accuracy, analysed to the appropriate expenditure heading and verified to confirm that the work, goods or services were received, checked and represent expenditure previously authorised by the council before being certified by the RFO. Where the certification of invoices is done as a batch, this shall include a statement by the RFO that all invoices listed have been 'examined, verified and certified' by the RFO.

6.4. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of employment) may be summarised to avoid disclosing any personal information.

6.5. All payments shall be made by online banking/cheque, in accordance with a resolution of the council or a delegated decision by an officer, unless the council resolves to use a different payment method.

6.6. For each financial year the RFO may draw up a schedule of regular payments due in relation to a continuing contract or obligation (such as Salaries, PAYE, National Insurance, pension contributions, rent, rates, regular maintenance contracts and similar items), which the council may authorise in advance for the year.

6.7. A list of such payments shall be reported to the next appropriate meeting of the council for information only.

6.8. The Clerk shall have delegated authority to authorise payments only in the following circumstances:

- i. any payments of up to £1,000 excluding VAT, within an agreed budget.
- ii. payments of up to £5,000 excluding VAT in cases of serious risk to the delivery of council services or to public safety on council premises.

- iii. any payment necessary to avoid a charge under the Late Payment of Commercial Debts (Interest) Act 1998 or to comply with contractual terms, where the due date for payment is before the next scheduled meeting of the council, where the Clerk certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council.
 - iv. Fund transfers within the councils banking arrangements up to the sum of £10,000, provided that a list of such payments shall be submitted to the next appropriate meeting of council.
- 6.9. The RFO shall present a schedule of payments, forming part of the agenda for the meeting, together with the relevant invoices, to the council. The council shall review the schedule for compliance.

7. Electronic payments

- 7.1. Where internet banking arrangements are made with any bank, the RFO together with the Finance Officer shall be appointed as the Service Administrators. The bank mandate agreed by the council shall identify councillors who will be authorised to approve transactions on those accounts and a minimum of two people will be involved in any online approval process. The Clerk may be an authorised signatory, but no signatory should be involved in approving any payment to themselves.
- 7.2. All authorised signatories shall have access to view the council's bank accounts online.
- 7.3. No employee or councillor shall disclose any PIN or password, relevant to the council or its banking, to anyone not authorised in writing by the council or a duly delegated committee.
- 7.4. The Service Administrators shall set up all items due for payment online. A list of payments for approval shall be sent by email to two authorised signatories.
- 7.5. In the prolonged absence of the Service Administrators an authorised signatory shall set up any payments due before the return of the Service Administrators.
- 7.6. A full list of all payments made in a month shall be provided to the next council meeting.
- 7.7. With the approval of the council in each case, regular payments (such as gas, electricity, telephone, broadband, water, National Non-Domestic Rates, refuse collection, pension contributions and HMRC payments) may be made by variable direct debit, provided that the instructions are signed/approved online by two authorised members. The approval of the use of each variable direct debit shall be reviewed by the council at least every two years.
- 7.8. Payment may be made by BACS or CHAPS by resolution of the council provided that each payment is approved online by two authorised bank signatories, evidence is retained and any payments are reported to the council at the next meeting. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.

- 7.9. If thought appropriate by the council, regular payments of fixed sums may be made by banker's standing order, provided that the instructions are signed or approved online by two members, evidence of this is retained and any payments are reported to council when made. The approval of the use of a banker's standing order shall be reviewed by the council at least every two years.
- 7.10. Account details for suppliers may only be changed upon written notification by the supplier verified by two of: the Clerk, the Finance Officer, a councillor. This is a potential area for fraud and the individuals involved should ensure that any change is genuine. Data held should be checked with suppliers every two years.
- 7.11. Members and officers shall ensure that any computer used for the council's financial business has adequate security, with anti-virus, anti-spyware and firewall software installed and regularly updated.
- 7.12. Remembered password facilities other than secure password stores requiring separate identity verification should not be used on any computer used for council banking.

8. Cheque payments

- 8.1. Cheques or orders for payment in accordance with a resolution or delegated decision shall be signed by two members.
- 8.2. A signatory having a family or business relationship with the beneficiary of a payment shall not, under normal circumstances, be a signatory to that payment.
- 8.3. To indicate agreement of the details on the cheque with the counterfoil and the invoice or similar documentation, the signatories shall also initial the cheque counterfoil and invoice.
- 8.4. Cheques or orders for payment shall not normally be presented for signature other than at, or immediately before or after a council meeting. Any signatures obtained away from council meetings shall be reported to the council at the next convenient meeting.

9. Payment cards

- 9.1. Any Debit Card issued for use will be specifically restricted to the Clerk and Finance Officer and will also be restricted to a single transaction maximum value of £2,500 each unless authorised by council in writing before any order is placed.
- 9.2. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the council. Transactions and purchases made will be reported to the council and authority for topping-up shall be at the discretion of the council.
- 9.3. Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk and Finance Officer and any balance shall be paid in full each month.
- 9.4. Personal credit or debit cards of members or staff shall not be used except for expenses of up to £250 including VAT, incurred in accordance with council policy.

10. Petty Cash

10.1 The council will not maintain any form of petty cash.

11. Payment of salaries and allowances

11.1. **As an employer, the council must make arrangements to comply with the statutory requirements of PAYE legislation.**

11.2. **Councillors allowances (where paid) are also liable to deduction of tax under PAYE rules and must be taxed correctly before payment.**

11.3. Salary rates shall be agreed by the council, or a duly delegated committee. No changes shall be made to any employee's gross pay, emoluments, or terms and conditions of employment without the prior consent of the Personnel Committee and reported to full council.

11.4. Payment of salaries shall be made, after deduction of tax, national insurance, pension contributions and any similar statutory or discretionary deductions, on the dates stipulated in employment contracts.

11.5. Deductions from salary shall be paid to the relevant bodies within the required timescales, provided that each payment is reported, as set out in these regulations above.

11.6. Each payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a payroll control account or other separate confidential record, with the total of such payments each calendar month reported in the cashbook. Payroll reports will be reviewed by the Personnel Committee to ensure that the correct payments have been made and reported to full council.

11.7. Any termination payments shall be supported by a report to the council, setting out a clear business case. Termination payments shall only be authorised by the full council.

11.8. Before employing interim staff, the council must consider a full business case.

12. Loans and investments

12.1. Any application for Government approval to borrow money and subsequent arrangements for a loan must be authorised by the full council and recorded in the minutes. All borrowing shall be in the name of the council, after obtaining any necessary approval.

12.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State (such as Hire Purchase, Leasing of tangible assets or loans to be repaid within the financial year) must be authorised by the full council, following a written report on the value for money of the proposed transaction.

12.3. The council shall consider the requirement for an Investment Strategy and Policy in accordance with Statutory Guidance on Local Government Investments, which must be written in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.

12.4. All investment of money under the control of the council shall be in the name of the council.

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12.5. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.

12.6. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, shall be made in accordance with these regulations.

13. Income

13.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.

13.2. The council will review all fees and charges for work done, services provided, or goods supplied at least annually as part of the budget-setting process, following a report of the Clerk. The RFO shall be responsible for the collection of all amounts due to the council.

13.3. Any sums found to be irrecoverable and any bad debts shall be reported to the council by the RFO and shall be considered for writing off in the year. The council's approval shall be shown in the accounting records.

13.4. All sums received on behalf of the council shall be deposited intact with the council's bankers, with such frequency as the RFO considers necessary. The origin of each receipt shall clearly be recorded on the paying-in slip or other record.

13.5. Personal cheques shall not be cashed out of money held on behalf of the council.

13.6. The RFO shall ensure that VAT is correctly recorded in the council's accounting software and that any VAT Return required is submitted from the software by the due date.

14. Payments under contracts for building or other construction works

14.1. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments, which shall be made within the time specified in the contract based on signed certificates from the architect or other consultant engaged to supervise the works.

14.2. Any variation of, addition to or omission from a contract must be authorised by the Clerk to the contractor in writing, with the council being informed where the final cost is likely to exceed the contract sum by 5% or more, or likely to exceed the budget available.

15. Assets, properties and estates

15.1. The Clerk shall make arrangements for the safe custody of all title deeds and Land Registry Certificates of properties held by the council.

15.2. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date, with a record of all properties held by the council, their location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held, in accordance with Accounts and Audit Regulations.

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15.3. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.

15.4. No interest in land shall be purchased or otherwise acquired, sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a written report shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate where required by law).

15.5. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, except where the estimated value of any one item does not exceed £1,000. In each case a written report shall be provided to council with a full business case.

16. Insurance

16.1. The RFO shall keep a record of all insurances effected by the council and the property and risks covered, reviewing these annually before the renewal date in conjunction with the council's review of risk management.

16.2. The Clerk shall give prompt notification to insurers of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.

16.3. The RFO shall be notified of any loss, liability, damage or event likely to lead to a claim, and shall report these to the council at the next available meeting. The RFO shall negotiate all claims on the council's insurers.

16.4. All appropriate councillors and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined annually by the council.

17. Suspension and revision of Financial Regulations

17.1. The council shall review these Financial Regulations annually and following any change of clerk. The Clerk shall monitor changes in legislation or proper practices and advise the council of any need to amend these Financial Regulations.

17.2. The council may, by resolution duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations, provided that reasons for the suspension are recorded and that an assessment of the risks arising has been presented to all members. Suspension does not disapply any legislation or permit the council to act unlawfully.

17.3. The council may temporarily amend these Financial Regulations by a duly notified resolution, to cope with periods of absence, local government reorganisation, national restrictions or other exceptional circumstances.

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Appendix 1 - Tender process

- 1) Any invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases.
- 2) The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post, unless an electronic tendering process has been agreed by the council.
- 3) Where a postal process is used, each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.
- 4) Where an electronic tendering process is used, the council shall use a specific email address that will be monitored to ensure that nobody accesses any tender before the expiry of the deadline for submission.
- 5) Any invitation to tender issued under this regulation shall be subject to Standing Order 18 and shall refer to the terms of the Bribery Act 2010.
- 6) Where the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

AGENDA ITEM: 7	REPORT TITLE: COMMUNITY GRANT SCHEME AUDIT 2025-26 PREPARED BY: Tracey Hanlon-Finance Officer - Jan 26
ORGANISATION KENT AIR AMBULANCE - £500	FEEDBACK FROM ORGANISATION The funds kindly provided by the Council have been used to help with our running costs - which now stand at £20.4m annually. Since the grant was received in Spetember, KSS have been on hundreds of further missions. Indeed in the 2 months following the generous grant (Oct & Nov) KSS attended 13 missions within the area of Gravesend and Meopham alone, highlighting the need for our service at local level. It is only with the continued support of the communities we serve,that KSS are able to continue flying and be there to help save lives
MEOPHAM CARERS SUPPORT GROUP - £1000	So far we have used some of the funds to pay for our twice monthly chair pilates,at a cost of £120/150, organised an entertainer Kirk Stelpan to play Christmas Carols and Christmas songs in Early December at a cost £150. A Christmas buffet £100. We have plans in the next couple of months to cater for at least 2 further themed lunches.
HARVEL VILLAGE HALL COMM - £500	Unfortunately, due to a serious wasps infestation, hall hires and the snow/cold weather the works to expand our car park was cancelled on numerous occasions. I am pleased to report that it is now scheduled to be completed this coming weekend 30/31 January/1st February 2026.
WINDMILL TRUST - £500	I'm pleased to tell you that the new floodlights were installed last weekend. As well as white we can now have different colours projected onto the mill. The lights are now controlled by an app via the mill wifi rather than the previous mechanical timer. We can have a much better control over the timings and colour schemes - once we have got to grips with the app! I have attached a few pictures taken just after installation (the Christmas lights are separate to the floodlight installation). Many thanks to MPC for your support in helping fund this, it is greatly appreciated.



Meopham Parish Council

PRIVACY NOTICE

When you contact us:

The information you provide (personal information such as name, address, email address, phone number, organisation) will be processed and stored to enable us to contact you and respond to your correspondence, provide information and/or access our facilities and services. Your personal information will only be shared with third parties to enable us to deliver relevant services.

The Council's Right to Process Information:

General Data Protection Regulations Article 6 (1) (a) (b) and (e)

Processing is with consent of the data subject or

Processing is necessary for compliance with a legal obligation or

Processing is necessary for the performance of a task carried out in the public interest or in the exercise of our official functions and has a clear basis in law.

Information Security

Meopham Parish Council has a duty to ensure the security of personal data. We make sure that your information is protected from unauthorised access, loss, manipulation, falsification, destruction, or unauthorised disclosure. This is done through appropriate technical measures and appropriate policies. Copies of these policies can be requested.

We will only keep your data for the purpose it was collected for and for as long as is necessary, after which it will be deleted. (You may request the deletion of your data held by Meopham Parish Council at any time).

Children

We will not process any data relating to a child (under 13) without the express parental/ guardian consent of the child concerned.

Access to Information

You have the right to request access to the information we have on you. You can do this by contacting our Data Information Officer who is the Parish Clerk (telephone 01732 813779 or email clerk@meopham-pc.gov.uk)

Information Correction

If you believe that the information, we have about you is incorrect, you may contact us so that we can update it and keep your data accurate. Please contact our Data Information Officer who is the Parish Clerk (contact details above) to request this.

Information Deletion

If you wish Meopham Parish Council to delete the information about you, please contact our Data Information Officer who is the Parish Clerk (contact details above) to request this.

Right to Object

If you believe that your data is not being processed for the purpose it has been collected for, you may object please contact our Data Information Officer who is the Parish Clerk (contact details above) to object.

Rights Related to Automated Decision Making and Profiling

Meopham Parish Council does not use any form of automated decision making or the profiling of individual personal data.

Summary: In accordance with the law, we only collect a limited amount of information about you that is necessary for correspondence, information, service provision. We do not use profiling and we do not sell or pass your data and we only pass it to third parties to enable us to deliver our services. We do not use your data for purposes other than those specified. We make sure your data is stored securely. We delete all information deemed to be no longer necessary. We regularly review our Privacy Policies to keep them up to date in protecting your data. You can request a copy of our policies at any time.

Complaints

If you have a complaint regarding the way your personal data has been processed, you may make a complaint to: Meopham Parish Council Data Information Officer: Parish Clerk (contact details above) and / or the Information Commissioner's Office: Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113 Website: <https://ico.org.uk>

POLICY AGREED: Full Council *date* (minute *number*)

Next Review: MAY 2027



Meopham Parish Council

Freedom of Information Policy and Guide

This Freedom of Information Policy and Guide has been adopted by Meopham Parish Council to comply with the Freedom of Information Act 2000. The Act provides public access to information held by public authorities, subject to specific exemptions. It establishes the right to access recorded information, outlines exemptions, and sets arrangements for enforcement and appeal.

Publication Scheme

The publication scheme lists what information the Council is required to publish and details how it can be accessed.

The Council will publish much of the information on its website www.meopham-pc.gov.uk, but information will also be available in other formats such as printed copies. Information may be obtained by the following methods:

- Writing to the Council: Meopham Parish Council, St Johns Centre, Wrotham Road, Meopham, DA13 0AA
- Office opening hours: Monday, Tuesday and Thursday 9-12pm
- By e-mail request to: clerk@meopham-pc.gov.uk
- By website contact form: www.meopham-pc.gov.uk
- By telephone: 01474 813779

Freedom of Information

Requests for information should be made in writing, by letter or email. The request must include:

- The applicant's contact details for the reply
- A detailed description of the information requested
- The preferred format in which the information should be provided

The Council has a duty to provide assistance to applicants under Section 16 of the Act, as far as is reasonable. The Council must confirm whether it holds the information and, unless an exemption applies, must supply it within 20 working days.

Exemptions

The Act allows the Council to withhold information in certain circumstances. Exemptions apply where disclosure would prejudice the health, safety, or security of the Council, its staff, systems, services, or property, or would breach an individual's Data Protection rights. If an exemption applies, the Clerk will notify the applicant in writing, stating the reason for refusal and the relevant exemption.

Vexatious or Repeated Requests

The Council may refuse requests that are vexatious or repeated. Requests are considered vexatious if they cause a disproportionate or unjustifiable level of distress, disruption, or irritation. A request will be deemed repeated if it is identical or substantially similar to a previous request made by the same individual, unless a reasonable interval (normally 40 working days) has elapsed.

Charges

The Council reserves the right to make a reasonable charge for disbursements, such as photocopying, printing, and postage. If a fee is required, the applicant will be informed in advance. The information will not be released until payment has been received.

Personal Data and Subject Access Requests

The Freedom of Information Act does not provide access to personal data about the applicant. Individuals wishing to access information held about themselves must make a Subject Access Request under the Data Protection Act 2018. Requests must be made in writing and accompanied by proof of identity and current address.

Complaints and Appeals

If an applicant believes their request has not been dealt with fairly, they should first raise the matter informally with the Clerk. If the issue remains unresolved, a formal complaint may be made under the Council's complaints procedure (available from the Clerk). If the applicant remains dissatisfied after the Council's review, they may appeal to the Information Commissioner's Office. The Information Commissioner can be contacted at: The Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113 Website: <https://ico.org.uk>

Review of Policy

This policy will be reviewed periodically (every two years) to ensure it remains compliant with legislation and best practice.

POLICY AGREED: Full Council *date* (minute *number*)

Next Review: MAY 2027

Information available from Meopham Parish Council under the Freedom of Information Act model publication scheme

Information to be published	How the information can be obtained	Cost (not including postage)
Class 1 - Who we are and what we do (Organisational information, structures, locations and contacts) Current information only		
List of Council members and their responsibilities as well a list of Council Committees	Website/Email/Hardcopy	Free
Details of any representation on local public bodies		
Postal and email address	Website/Email/Hardcopy	Free
Contact details for Parish Clerk and Council members		
Location of main Council office and accessibility details	Website/Email/Hardcopy	Free
Staffing structure	Not Held	
Class 2 – What we spend and how we spend it (Financial information about projected and actual income and expenditure, procurement, contracts and financial audit) Current and previous financial year as a minimum		
Statement of accounts and internal audit report in the format included in the Annual Return form	Website/Email/Hardcopy	Free / 30p per sheet
Finalised budget	Website/Email/Hardcopy	Free / 30p per sheet
Precept	Website/Email/Hardcopy	Free / 30p per sheet
Borrowing Approval letter	Not Held	
All items of expenditure above £100	Noted in Minutes	
Financial Standing Orders and Regulations	Website/Email/Hardcopy	Free / 30p per sheet

Grants given and received	Email/Hardcopy	Free / 30p per sheet
List of current contracts awarded and value of contract	Email/Hardcopy	Free / 30p per sheet
Members' allowances and expenses	Email/Hardcopy	Free / 30p per sheet
Class 3 – What our priorities are and how we are doing (Strategies and plans, performance indicators, audits, inspections and reviews) Current and previous year as a minimum		
Annual governance statement in format included in the Annual Return form	Website/Email/Hardcopy	Free / 30p per sheet
Parish Plan	Not Held	
Annual Report to Parish or Community Meeting	Website/Email/Hardcopy	Free / 30p per sheet
Quality status	Not Held	
Local charters drawn up in accordance with DLUHC's guidelines	Not Held	
Data Protection impact assessments (in full or summary format) or any other impact assessment (eg Health & Safety Impact Assessment, Equality Impact Assessments etc), as appropriate and relevant	Website/Email/Hardcopy	Free / 30p per sheet
Class 4 – How we make decisions (Decision making processes and records of decisions) Current and previous council year as a minimum		
Timetable of meetings (Council and any committee/sub-committee meetings and parish meetings)	Website/Email/Hardcopy	Free / 30p per sheet
Agendas of meetings (as above)	Website/Email/Hardcopy	Free / 30p per sheet
Minutes of meetings (as above) – exclude material that is properly considered to be exempt from disclosure	Website/Email/Hardcopy	Free / 30p per sheet
Reports presented to council meetings – exclude material that	Website/Email/Hardcopy	Free / 30p per sheet

is properly considered to be exempt from disclosure		
Responses to consultation papers	Email/Hardcopy	Free / 30p per sheet
Responses to planning applications	Email/Hardcopy	Free / 30p per sheet
Bye-laws	Not Held	
Class 5 – Our policies and procedures (Current written protocols, policies and procedures for delivering our services and responsibilities) Current information only		
Policies and procedures for the conduct of Council business: • Procedural standing orders • Committee and sub-committee terms of reference • Delegated authority in respect of officers • Code of Conduct • Policy statements	Website/Email/Hardcopy	Free / 30p per sheet
Policies and procedures for the provision of services and about the employment of staff: • Internal instructions to staff and policies relating to the delivery of services • Equality and diversity policy • Health and safety policy • Recruitment policies and details of current vacancies • Policies and procedures for handling requests for information • Complaints procedures (including those covering requests for	Email/Hardcopy	Free / 30p per sheet

information and operating the publication scheme)		
Records management, personal data and access to information policies Include information security policies, records retention, destruction and archive policies, and data protection (including data sharing and CCTV usage) policies	Email/Hardcopy	Free / 30p per sheet
Class 6 – Lists and Registers Currently maintained lists and registers only.		
Assets register, including details of public land and building assets	Website/Email/Hardcopy	Free / 30p per sheet
Disclosure log indicating the information provided in response to FOIA and EIR requests. These are recommended as good practice	Not Held	
Register of members' interests	Website	
Register of gifts and hospitality	Not currently Held	
Class 7 – The services we offer (Information about the services we offer, including leaflets, guidance and newsletters produced for the public and businesses) Current information only		
Seating, litter bins, clocks, memorials and lighting	Email/Hardcopy	Free / 30p per sheet
Bus shelters	Email/Hardcopy	Free / 30p per sheet
Public conveniences	Email/Hardcopy	Free / 30p per sheet

Schedule of charges

This describes how the charges have been arrived at and should be published as part of the guide.

TYPE OF CHARGE	DESCRIPTION	BASIS OF CHARGE
Disbursement cost	Photocopying 30p per sheet (black & white)	Actual cost
	Photocopying 50p per sheet (colour)	Actual cost
	Postage	Actual cost of Royal Mail standard 2 nd class



MEOPHAM PARISH COUNCIL

INFORMATION TECHNOLOGY POLICY

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Introduction

Each council will have its own IT setup and, as such, a single 'one-size-fits-all' IT policy is unlikely to be appropriate. Some smaller parish councils may operate with minimal equipment, while others may manage multiple devices connected to a central server. These guidelines are intended to help councils identify key considerations when developing or updating their own IT policy.

Councils that use external IT providers should ensure their policies accurately reflect current practices and contractual arrangements.

Purpose of the IT Policy

The purpose of an IT policy is to establish clear parameters for how councillors, staff, and other authorised users use council-provided technology or equipment in the course of their duties. A well-defined policy helps to:

- Set expectations for appropriate use of equipment and systems;
- Raise awareness of risks associated with IT use;
- Safeguard the council's data and digital assets;
- Clarify what constitutes acceptable and unacceptable use;
- Outline the consequences of policy breaches.

Councils will also need to determine and clearly state whether limited personal use of IT equipment is permitted (for example, checking personal email or online shopping during lunch breaks).

Monitoring of IT Use

As an IT provider, the council has the right to monitor the use of its IT equipment and systems, provided there is a legitimate reason for doing so and councillors, employees and other authorised users are informed that such monitoring may take place. Any monitoring must be proportionate and comply with relevant data protection and privacy laws. Other persons may be included if they access or use council systems e.g. if they have a council e-mail address

Scope of this policy

This policy applies to all councillors, staff, and other authorised users, regardless of their working location or pattern, including those who are home-based, office-based, or work on a flexible or part-time basis. It sets out the expectations for the appropriate use of IT equipment and systems provided by the council.

Computer use

1.1 Hardware

1.1.1 Council computer equipment is provided for council purposes, however reasonable personal use is permitted (reasonable interpreted as in the opinion of the clerk). Any personal use of our computers and systems should not interrupt our daily council work in any way. Councillors, staff, and other authorised users are asked to restrict any personal use to official lunch breaks or before or after working hours.

1.1.2 Locking computers when leaving desk, all councillors, staff, and other authorised users must lock their computers when leaving their desks to prevent unauthorised access. This applies to all council and personal devices used for work. Failure to comply may lead to disciplinary action.

1.1.3 All computer and other electronic equipment supplied should be treated with good care at all times. Computer equipment is expensive, and any damage sustained to any equipment will have a financial impact on the council.

1.1.4 Computer and electronic hardware should be kept clean, and every precaution taken to prevent food and drink being dropped or spilled onto it.

1.1.5 All computer and mobile equipment will carry a number which is logged against the current owner of that equipment. A database of equipment issued will be kept.

1.1.6 Equipment should not be dismantled or reassembled without seeking advice.

1.1.7 Councillors, staff, and other authorised are not to purchase any computer or mobile equipment (including software). Unless previously authorised.

1.1.8 Personal disks, USB stick, CDs, DVDs, data storage devices etc cannot be used on council computers without the prior approval of the Council.

1.1.9 The council has a number of wireless networks. Using a portable device to make personal Wi-Fi hot spots which bypass existing WiFi is not allowed.

1.1.10 Any faults or necessary repairs must be reported to the clerk.

Equipment

2.1 Portable equipment

2.1.1 Portable equipment includes laptop computers, netbooks, tablets, mobile and smart phones with email capability and access to the internet etc.

2.1.2 It is particularly emphasised that council back-up procedures specific to portable equipment should be followed at all times.

2.1.3 All portable computers must be stored safely and securely when not in use in the office, i.e. when travelling or when working from home. Portable equipment (unless locked in a secure cabinet or office) should be kept with or near the user at all times; should not be left unattended when away from council premises and should never be left in parked vehicles or at any council or non-council premises.

2.1.4 It is important to ensure all portable devices are protected with encryption in case they are lost or stolen. All smartphones or tablets that hold council data, including emails and files, must be protected with a pin code. Where possible, these devices should also be programmed to erase all content after several unsuccessful attempts to break in. Any security set on these devices must not be disabled or removed.

2.1.5 If an item of portable equipment is lost or damaged this should be reported to the clerk. If the loss or damage is due to an act of negligence, the individual responsible may be liable to meet the first £150 of the loss/damage.

2.1.6 To protect confidential information, unless it is a requirement of the job and this has been authorised, it is forbidden for photographs or videos to be taken on council premises, without the prior written permission of the council. This includes mobile telephones with camera function, camcorder, tape or other recording device for sound or pictures - moving or still.

2.1.7 Under no circumstances should any non public meeting or conversation be recorded without the permission of those present. This does not affect statutory rights (under The Openness of Local Government Regulations 2014).

2.1.8 In addition, the council does not permit webcams (which may be pre-installed on many laptops) to be used in the workplace, other than for conference calls for council purposes. If there is any doubt as to whether a device falls under this clause, advice should be sought from the clerk.

2.2 Use of own devices

2.2.1 Personal laptops and other computers or other devices should not be brought into work and used to access council IT systems during working hours, unless this has been authorised by the employee's line manager. This is to ensure that no viruses enter the system, to prevent time being wasted during working hours on personal use and to assist in maintaining security, confidentiality, and data protection.

2.2.2 The Council recognises that some councillors, staff, and other authorised users may wish to use their own smartphones, tablets, laptops etc to access our servers, for normal council purposes, including, reading their emails. Any such use of personal devices will be at the discretion of the council, but consent for standard systems (MS Windows, Mac OS X, Linux - in commercial configurations) will normally be permitted. Such devices should be kept up to date so that any vulnerabilities in the operating system or other software on the device are appropriately patched or updated.

2.2.3 However, the same security precautions apply to personal devices as to the council's desktop equipment. For continuity purposes, calls made to external parties must be made on council landlines or mobile phone numbers to ensure that only these numbers are used and/or stored by the recipient, rather than personal numbers. Any emails sent from own devices should be sent from a council email account and should not identify the individual's personal email address.

2.2.4 Councillors, staff, and other authorised persons that use council systems are expected to use all devices in an ethical and respectful manner and in accordance with this policy. Accessing inappropriate websites or services on any device via the IT infrastructure that is paid for or provided by the council carries a high degree of risk, and, for employees, may result in disciplinary action, including summary dismissal (without notice). For Workers or Contractors, we may terminate the worker agreement. This is irrespective of the ownership of the device used. An example would be downloading copyright music illegally or accessing pornographic material.

2.2.5 In cases of legal proceedings against the council, the council may need to temporarily take possession of a device, whether council-owned or personal to retrieve the relevant data.

2.2.6 Wherever possible the user should maintain a clear separation between the personal data processed on the council's behalf and that processed for their own personal use, for example, by using different apps for council and personal use. If the device supports both work and personal profiles, the work profile must always be used for work-related purposes.

2.2.7 Councillors, staff, and other authorised users who intend to use their own devices via the council's infrastructure must ensure that they:

- use a 6-digit pin, strong password or finger print (preferably the latter) to protect their device(s) from being accessed. For smartphones and tablets this should lock the device after 10 failed login attempts;
- configure their device(s) to automatically prompt for a password after a period of inactivity of more than 5 minutes;
- always password protect any documents containing confidential information that are sent as attachments to an email, and notify the password separately (preferably by a means other than email);
- for smartphones and tablets, activate the automatic device wipe function (where available). Note that use of the remote wipe function may also involve the removal of the individual's personal data. Councillors, staff, and other authorised users are therefore advised to keep personal data separate from council data where possible;
- ensure secure WiFi networks are used;
- ensure that work-related data cannot be viewed or retrieved by family or friends who may use the device;
- inform the clerk if their device(s) is/are lost, stolen, or inappropriately accessed where there is risk of access to council data or resources. To prevent phones being used, they will need to retain the details of their IMEI number and the SIM number of the device as their provider will require this to deactivate it.



2.2.8 Personal data relating to councillors, staff, and other authorised users, associates users, associates, residents, external stakeholders should not be saved to any personal accounts with third-party storage cloud service providers (e.g. Dropbox) as this may breach data protection legislation or create a security risk if the device is lost or stolen. This applies

especially if the passwords used to store/access data are saved onto the device, or if the service permits councillors, staff, and other authorised users to remain logged in between sessions.

2.2.9 Personal information and sensitive data should never be saved on councillors, staff, or other authorised users own devices as this may breach confidentiality agreements, especially if the device is used by other people from time to time. The following data must never be accessed or processed on a personal device:

- **Special category personal data** (e.g., health information, disability information, racial or ethnic origin, political opinions, trade union membership, religious or philosophical beliefs, sexual orientation).
- **Personal data relating to residents, service users, or members of the public**, including names, addresses, contact details, casework information, complaints, or correspondence.
- **Employee or councillor data**, including HR records, payroll information, disciplinary or grievance material, performance data, or recruitment information.
- **Financial information**, including bank details, invoices, grant applications, or payment records.
- **Confidential council documents**, including draft reports, legal advice, commercially sensitive information, procurement documents, or exempt committee papers.
- **Any data classified as 'restricted', 'confidential', or 'sensitive' under the Council's Information Classification Scheme.**

2.2.10 If removable media are used to transfer data (e.g. USB drives or CDs), the user must also securely delete the data on the media once the transfer is complete.

2.2.11 Any work done on user's own equipment should be stored securely and password protected and should always be backed up in accordance with the council's standard backup procedures.

2.2.12 Prior to the disposal of any device that has work data stored on it, and in the event of a user leaving the council, councillors, staff, and other authorised users are required to allow the council access to the device to ensure that all passwords, user access shortcuts and any identifiable data are removed from the device.

2.2.13 Councillors, staff, and other authorised users must take responsibility for understanding how their device(s) work in respect to the above rules if they are accessing council servers/services via their own IT equipment. Risks to the user's personal device(s) include data loss as a result of a crash of the operating system, bugs and viruses, software or hardware failures and programming errors rendering a device inoperable. The council will use reasonable endeavours to assist, but councillors, staff, and other authorised users are personally liable for their own device(s) and for any costs incurred as a result of the above.

Health and safety

3.1.1 Councillors, staff, and other authorised users who work in council offices will be provided with an appropriate workstation.

3.1.2 The council has a duty to ensure that regular appropriate eye tests, carried out by a competent person, are offered to employees using display screen equipment. Further details are set out in the council's [specify, e.g. "display screen equipment policy" or "health and safety policy"].

3.1.3 Any VDU user who feels that their workstation requires changes to make it compliant must speak to the clerk.

If any hazards are detected at a workstation, including 'noises' from the IT equipment, this should be reported immediately to the clerk.

Password and Authentication Policy

4.1.1 All user accounts must be protected by strong, secure passwords. The council follows the National Cyber Security Centre (NCSC) recommendations for creating passwords using three random words (e.g. PurpleCandleRiver). This method helps create passwords that are both strong and easy to remember, while offering effective protection against common cyber threats such as brute-force attacks. This approach is endorsed in NALC guidance.

In addition to strong passwords, Multi-Factor Authentication (MFA) should be enabled wherever possible. MFA requires users to provide two or more independent forms of verification—for example, a password (something you know) and a code sent to your phone (something you have). This significantly reduces the risk of unauthorised access to systems and personal data.

To further strengthen account security:

- Initial user account passwords must be generated by the IT provider.
- Default passwords provided by vendors or the IT provider must be changed immediately upon installation or setup.
- Service or System (e.g. Website) account passwords are generated and managed by the IT provider.
- The council recommends these practices as part of its commitment to robust information security and to support compliance with the UK GDPR and the Data Protection Act 2018.

4.1.2 Access to Passwords

- Passwords are personal and must not be shared under any circumstances.
- Only the assigned user of an account may access or use the associated password.
- In exceptional cases (e.g., incident response or employee offboarding), access to system credentials may be granted to authorised personnel from the IT provider with appropriate approvals and logging.
- Administrative credentials must be stored securely and only accessible to authorised personnel with a copy provided to the clerk, in a sealed envelope, only to be accessed in an emergency.

4.1.3 Password Storage and Management

- Passwords must not be stored in plain text or written down in insecure locations.
- Passwords must be stored using a council-approved, encrypted password manager (e.g., LastPass, Bitwarden, or KeePass).

4.1.4 Password Change Requirements

- Immediately change password if compromise is suspected.

4.1.5 Password Access Control and Logging

- All access to administrative or shared credentials must be logged and auditable.
- Attempts to access unauthorized passwords will be treated as a security incident.

4.1.6 Responsibility

- Users are responsible for creating and maintaining secure passwords for their accounts.

The IT security provider is responsible for:

- Managing system/service credentials.
- Enforcing password policies. Auditing and monitoring password-related security practices.

Monitoring

5.1.1 The council reserves the right to monitor and maintain logs of computer usage and inspect any files stored on its network, servers, computers, or associated technology to ensure compliance with this policy as well as relevant legislation. Internet, email, and computer usage is continually monitored as part of the council's protection against computer viruses, ongoing maintenance of the system, and when investigating faults.

5.1.5 The council will monitor the use of electronic communications and use of the internet in line with the Investigatory Powers (Interception by Councils etc for Monitoring and Record-keeping Purposes) Regulations 2018.

5.1.6 Monitoring of an employee's email and/or internet use will be conducted in accordance with an impact assessment that the council has carried out to ensure that monitoring is necessary and proportionate. Monitoring is in the council's legitimate interests and is to ensure that this policy is being complied with.

5.1.7 The information obtained through monitoring may be shared internally, including with relevant councillors and IT staff if access to the data is necessary for performance of their roles. The information may also be shared with external HR or legal advisers for the purposes of seeking professional advice. Any external advisers will have appropriate data protection policies and protocols in place.

5.1.8 The information gathered through monitoring will be retained only long enough for any breach of this policy to come to light and for any investigation to be conducted.

5.1.9 Councillors, staff, and other authorised users have a number of rights in relation to their data, including the right to make a subject access request and the right to have data rectified or erased in some circumstances. You can find further details of these rights and how to exercise them in the council's data protection policy.

5.1.10 Such monitoring and the retrieval of the content of any messages may be for the purposes of checking whether the use of the system is legitimate, to find lost messages or to retrieve messages lost due to computer failure, to assist in the investigation of wrongful acts, or to comply with any legal obligation.

5.1.11 The council has software and systems in place that can monitor and record all internet usage. A daily log is kept of all activity, which details the names of all websites accessed, along with the date and time of access, by individual councillors, staff, and other authorised users. Records of internet use and sites visited will normally be retained for a period of 60 days.

5.1.12 The council reserves the right to inspect all files stored on its computer systems in order to assure compliance with this policy. The council also reserves the right to monitor the types of sites being accessed and the extent and frequency of use of the internet at any time, both inside and outside of working hours to ensure that the system is not being abused and to protect the council from potential damage or disrepute.

5.1.13 Any use that the council considers to be 'improper', either in terms of the content or the amount of time spent on this, may result in disciplinary proceedings.

5.1.14 All computers will be periodically checked and scanned for unauthorised programmes and viruses.

Remote working

6.1.1 Increased IT security measures apply to those who work away from their normal place of work (e.g. whilst travelling, working from home or at non-council premises or any other different venue), as follows:

- if logging into the council's systems or services remotely, using computers that either do not belong to the council or are not owned by the user, any passwords must not be saved, and the user must log out at the end of the session deleting all logs and history records within the browser used. If the configuration of the device does not clearly support these actions (for example at an internet café), council services should not be accessed from that device;
- the location and direction of the screen should be checked to ensure confidential information is out of view. Steps should be taken to avoid messages being read by other people, including other travellers on public transport etc;
- any data printed should be collected and stored securely;
- all electronic files should be password protected and the data saved to the council's system/services when accessible;

- papers, files or computer equipment must not be left unattended at a non-council premises unless arrangements have been made with a responsible person at a non-council premises for them to be kept in a locked room or cabinet if they are to be left unattended at any time;
- any data should be kept safely and should only be disposed of securely;
- papers, files, data sticks/storage, flash drive or backup hard drives should not be left unattended in cars, except where it is entirely unavoidable for short periods, in which case they must be locked in the boot of the car. If staying away overnight, council data should be taken into the accommodation, care being taken that it will not be interfered with by others or inadvertently destroyed;
- where possible the ability to remotely wipe any mobile devices that process sensitive information should be retained in the case of loss or theft;
- Councillors, staff, and other authorised users who work away from the office with sensitive data should be equipped with a screen privacy filter for mobile devices and should use this at all times when accessing such data away from the office.

6.1.2 Those issued with a 'dongle' to enable internet access from a laptop via 3G or 4G networks whilst away from their normal workplace should note that the cost of internet access can be very high. Dongles should therefore be used for essential council purposes only, especially if abroad.

6.1.3 Similarly, use of paid for Wi-Fi access, for example at airports should be carefully monitored and restricted to essential council use.

Email

7.1.1 Council email facilities are intended to promote effective and speedy communication on work-related matters. Although we encourage the use of email, it can be risky. Councillors, staff, and other authorised users need to be careful not to introduce viruses onto council systems and should take proper account of the security advice below.

7.1.2 On occasion, it will be quicker to action an issue by telephone or face to face, rather than via protracted email chains. Emails should not be used as a substitute for face to face or telephone conversations. Councillors, staff, and other authorised users are expected to decide which is the optimum channel of communication to complete their tasks quickly and effectively.

7.1.3 These rules are designed to minimise the legal risks run when using email at work and to guide councillors, staff, and other authorised users as to what may and may not be done. If there is something which is not covered in the policy, councillors, staff, and other authorised users should ask the email provider, rather than assuming they know the right answer.

7.1.4 All councillors, staff, and other authorised users who need to use email as part of their role will normally be given their own council email address and account. The council may, at any time, withdraw email access, should it feel that this is no longer necessary for the role or that the system is being abused.

7.1.5 Email messages sent on the council's account should be for council use only. Personal communications are permitted provided they do not encroach upon working time or interrupt council business in any way. Employees and other authorised users are asked to restrict their personal use to official lunch breaks or before or after working hours, and to use their personal email accounts, rather than council addresses.

Use of the Internet

8.1 Copyright

8.1.1 Much of what appears on the Internet is protected by copyright. Any copying without permission, including electronic copying, is illegal and therefore prohibited. The Copyright, Designs and Patents Act 1988 set out the rules. The copyright laws not only apply to documents but also to software. The infringement of the copyright of another person or organisation could lead to legal action being taken against the council and damages being awarded, as well as disciplinary action, including dismissal, being taken against the perpetrator.

8.1.2 It is easy to copy electronically, but this does not make it any less an offence. The council's policy is to comply with copyright laws, and not to bend the rules in any way.

8.1.3 Councillors, staff, and other authorised users should not assume that because a document or file is on the Internet, it can be freely copied. There is a difference between information in the 'public domain' (which is no longer confidential or secret information but is still copyright protected) and information which is not protected by copyright (such as where the author has been dead for more than 70 years).

8.1.4 Usually, a website will contain copyright conditions; these warnings should be read before downloading or copying.

8.1.5 Copyright and database right law can be complicated. Councillors, staff, and other authorised users should check with the clerk if unsure about anything.

8.2 Trademarks, links and data protection

8.2.1 The council does not permit the registration of any new domain names or trademarks relating to the council's names or products anywhere in the world, unless authorised to do so. Nor should they add links from any of the council's web pages to any other external sites without checking first with the clerk.

8.2.2 Special rules apply to the processing of personal and sensitive personal data. For further guidance on this, see the council's data protection policy, a copy of which is on the Meopham Parish Council website.

8.3 Accuracy of information

8.3.1 One of the main benefits of the internet is the access it gives to large amounts of information, which is often more up to date than traditional sources such as libraries. Be

aware that, as the internet is uncontrolled, much of the information may be less accurate than it appears.

Use of social media

8.3.2 Social media includes blogs; Wikipedia and other similar sites where text can be posted; multimedia or user generated media sites (YouTube); social networking sites (such as Facebook, LinkedIn, X (formerly known as Twitter), Instagram, TikTok, etc.); virtual worlds (Second Life); text messaging and mobile device communications and more traditional forms of media such as TV and newspapers. Care should be taken when using social media at any time, either using council systems or at home.

8.3.3 Personal use of social networking/media and chat sites should be restricted to breaks during working hours, or after hours with permission.

8.3.4 The council recognises the importance of councillors, staff, and other authorised users joining in and helping to shape sector conversation and enhancing its image through blogging and interaction in social media. Therefore, where it is relevant to use social networking sites as part of the individual's position, this is acceptable.

However, inappropriate comments and postings can adversely affect the reputation of the council, even if it is not directly referenced. If comments or photographs could reasonably be interpreted as being associated with the council, or if remarks about external stakeholders could be regarded as abusive, humiliating, sexual harassment, discriminatory or derogatory, or could constitute bullying or harassment, the council will treat this as a serious disciplinary offence. Councillors, staff, and other authorised users should be aware that parishioners or other local organisations may read councillors, staff, and other authorised users' personal weblogs, to acquire information, for example, about their work, internal council business, and employee morale. Therefore, even if the council is not named, care should be taken with any views expressed.

8.3.5 To protect both the council and its interests, everyone is required to comply with the following rules about social media, whether in relation to their council role or personal social networking sites, and irrespective of whether this is during or after working hours:

- Contacts from any of the council's databases should not be downloaded and connected with on LinkedIn or other social networking sites with electronic address book facilities, unless this has been authorised.
- Any blog that mentions the council, its current work, councillors, employees, other users associated with the council, partner organisations, local groups, suppliers, parishioners, should identify the author as one of its councillors or employees and state that the views expressed on the blog or website are theirs alone and do not represent the views of Meopham Parish Council. Even if the council is not mentioned, care should be taken with any views expressed on social media sites and any views should clearly be stated to be the writer's own (e.g. via a disclaimer statement such as: "The comments and other content on this site are my own and do not represent the positions or opinions of my employer/ the council.") Writers must not claim or give the impression that they are speaking on behalf of the council.

- Any employee who is developing a site or writing a blog that will mention the council, our current or potential plans, councillors, staff, and other authorised users, partners, must inform the clerk that they are writing this and gain agreement before going 'live'.
- The council expects councillors, staff, and other authorised users to be respectful when referring to the council, its employees, partners and anyone acting on its behalf, and not to engage in any name calling or any behaviour that will reflect negatively on its reputation. Any unauthorised use of copyright materials, any unfounded or derogatory statements, or any misrepresentation is not viewed favourably and could constitute gross misconduct.
- Photos or videos that include employees or other workers wearing uniforms or clothing displaying the council's name or logo should not be posted on social media if they could reflect negatively on the individual, their role, their colleagues, or the council. Additionally, photos, videos, or audio recordings must not be taken on council premises without explicit permission
- Comments posted by councillors, staff, and other authorised users on any sites should be knowledgeable, accurate and professional and should not compromise the council in any way.
- Inappropriate conversations with external stakeholders should not take place on any social networking sites, including forums.
- Any writing about or displaying photos or videos of internal activities that involves current councillors, staff, and other authorised persons, might be considered a breach of data protection and a breach of privacy and confidentiality. Therefore, their permission should be gained prior to uploading any such material. Details of any kind relating to any events, conversations, materials or documents that are meant to be private, confidential or internal to the council should not be posted. This may include manuals; procedures; training documents; non-public financial or operational information; personal information regarding other councillors, staff, and other authorised users anything to do with a disciplinary case, grievance, allegation of bullying/harassment or discrimination, or legal issue; any other secret, confidential, or proprietary information or information that is subject to confidentiality agreements. This does not affect statutory requirements to publish information including under the Freedom of Information Act.
- Councillors, staff, and other authorised users must be aware that they are personally liable for anything that they write or present online (including on an online forum or blog, post, feed or website). Councillors should always be mindful of the Members Code of Conduct and Nolan Principles. Employees may be subject to disciplinary action for comments, content, or images that are defamatory, embarrassing, pornographic, proprietary, harassing, libellous, or that can create a hostile work environment. They may also be sued by other organisations, and any individual or council that views their comments, content, or images as defamatory, pornographic, proprietary, harassing, libellous or creating a hostile work environment. In addition, other councillors, staff, and other authorised users can raise grievances for alleged bullying and/or harassment.
- Postings to websites or anywhere on the internet and social media of any kind, or in any press or media of any kind, should not breach copyright or other law or disclose confidential information, defame or make derogatory comments about the council or

its councillors, staff, and other authorised users, or disclose personal data or information about any individual that could breach data protection legislation.

- Contacts by the media relating to the council, should be referred to the clerk.
- Councillors, staff, and other authorised users who use sites such as LinkedIn and Facebook must ensure that the information on their profile is accurate and up to date and must update their profile on leaving the council.
- Councillors, staff, and other authorised users who use X.com, LinkedIn, or other social media/networking sites for council development purposes must ensure they provide the council with login details, including password(s), so that these sites can be accessed and updated in their absence.
- Councillors, staff, and other authorised users who have left the council must not post any inappropriate comments about the council or its councillors, staff, and other authorised users on LinkedIn, Facebook, X.com or any other social media/networking sites.
- During your employment/ involvement with the council, you may create or obtain access to a variety of professional contacts and confidential information. This includes, but is not limited to, contacts made through professional networking platforms such as LinkedIn, where those contacts have been established or maintained in your capacity as a councillor, member of staff, or other authorised user. All such contacts will be considered council property and may be subject to disclosure upon request.

8.3.6 Note that the council may, from time to time, monitor external postings on social media sites. Any employee who has a profile (for example on LinkedIn or Facebook) must not misrepresent themselves or their role with the council. Councillors, staff, and other authorised users are also advised that social media sites are not an appropriate place to air council concerns or complaints: these should be raised with the council or formally through the grievance procedure.

8.3.7 It is important to note that external stakeholders' contact details and information remain the property of the council. In addition, councillors, staff, and other authorised users leaving the council will be required to delete all council-related data including external stakeholders' contact details from any personal device/equipment.

Misuse

Misuse of IT systems and equipment is not in line with the council's standards of conduct and will be taken seriously. Any inappropriate or unauthorised use may lead to formal action, including disciplinary proceedings or, in serious cases, dismissal.



Agenda Item	Item 11.1																																													
Meeting Date	3 rd March 2026																																													
Report Title	Allotment Rent																																													
Recommendation/s	Consider and approve the rental increase																																													
Prepared By	Clerk – Lisa Winter																																													
Detailed Information																																														
Allotment Lease Agreement – we are currently in a 7 year agreement from 01.04.19 with Meopham District Allotments Association. The agreement states that ‘rent will be subject to a review every two years on the anniversary of this agreement and any increase will not be more than the rate of inflation current at the time’. CPI annual rate 00: All Items 2015=100 In 2019, the rent was calculated as below: <table><tr><th>YEAR</th><th>INFLATION % FEB</th><th>CURRENT RENT</th><th>INCREASE</th><th>NEW AMOUNT</th></tr><tr><td>2019</td><td></td><td>385.84</td><td></td><td></td></tr><tr><td>2020</td><td>1.7</td><td></td><td>6.56</td><td>392.40</td></tr><tr><td>2021</td><td>0.4</td><td></td><td>1.57</td><td>393.97</td></tr><tr><td>2022</td><td>6.2</td><td></td><td>24.42</td><td>418.39</td></tr><tr><td>2023</td><td>10.4</td><td>433.13</td><td>43.51</td><td>461.90</td></tr><tr><td>2024</td><td>3.4</td><td></td><td>15.70</td><td>477.60</td></tr><tr><td>2025</td><td>2.8</td><td></td><td>13.37</td><td>490.97</td></tr><tr><td>2026</td><td>3.4 as at Dec 2025</td><td></td><td>16.69</td><td>507.66</td></tr></table>		YEAR	INFLATION % FEB	CURRENT RENT	INCREASE	NEW AMOUNT	2019		385.84			2020	1.7		6.56	392.40	2021	0.4		1.57	393.97	2022	6.2		24.42	418.39	2023	10.4	433.13	43.51	461.90	2024	3.4		15.70	477.60	2025	2.8		13.37	490.97	2026	3.4 as at Dec 2025		16.69	507.66
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Agenda Item	Item 11.2
Meeting Date	3 rd March 2026
Report Title	Allotment Lease Agreement – Southdown Shaw
Recommendation/s	Consider and approve the lease agreement
Prepared By	Clerk – Lisa Winter
Detailed Information	
The current Allotment Lease Agreement will end on 31st March 2026 and I attach a new draft agreement for your consideration. If approved, it will commence 1st April 2026. Due to the recent allegations and breaches brought to the attention of Councillors, I request consideration of several things which may need incorporating into the new lease agreement or the new plot-holder agreement submitted by the MDAA: • Ponds – apparently these were never in the lease agreement. You may wish to allow ponds. The current MDAA Committee members were unable to advise how many plots contained a pond. • Councillors and the Clerk observed greenhouses and structures on plots which are in breach of the lease agreement. OPTIONS: Allow the current structures, greenhouses and ponds to remain; OR for them to remain but be ‘phased out’ as and when the plots are given up. EITHER of these options can lead to issues with enforcing breaches, and could be many years before a plot becomes vacant. Alternatively, allow the Committee members a year to assist the plot-holders (who may have inherited the structures) to remove everything that breaches the lease agreement; OR Immediate removal.	

- Eligibility and Residency – Councillors agreed that Membership of MDAA shall be limited to residents of Gravesham defined by the Boundary Commission for England as at 1st April 2026, with priority to Meopham Parish residents. *(wording included in new draft lease)*

Councillors may wish to tighten this up as no proper checks are currently made: Proof of identity and proof of address before the plot-holder agreement is granted. Acceptable documents include: Driving licence, passport, council tax bill, utility bill (dated within last 3 months),

The Tenant to request updated proof to confirm continued eligibility annually at the renewal of the plot-holder agreement.

- Length of the lease: Due to the current issues, Councillors may not wish to grant the lease for seven years.

The current Committee members have inherited these issues, as it is clear that breaches have not been enforced for a number of years. However, this leads me to another major issue, is their insurance valid if they are breaching the lease agreement?

Allotment Lease Agreement Southdown Shaw

THIS AGREEMENT is made this of BETWEEN
Meopham Parish Council, St Johns Centre, Wrotham Road, Meopham DA13
0AA (the Council)
AND
Meopham & District Allotment Association (MDAA), ??? address (the Tenant).

This Agreement is made pursuant to the Allotments Acts 1908–1950, any
regulations endorsed on or attached to this Agreement, and the conditions set
out below.

1. Grant of Tenancy

1.1 The Council lets to the Tenant, and the Tenant accepts, a tenancy for a term
of ????? years commencing 1 April 2026, of approximately 7.5 acres of land
shown edged in grey on the attached plan and identified as "Allotment Area =
32,160 sq m, Southdown Shaw" (the Allotments).

1.2 The annual rent shall be £???.00, payable on or before 30 June each year,
without deduction except as permitted by statute.

1.3 Rent shall be reviewed every two years on the anniversary of this Agreement.
Any increase shall not exceed the prevailing rate of inflation.

2. Tenant's Obligations

2.1 The Allotments shall be used solely as allotment gardens within the meaning
of section 22(1) of the Allotments Act 1922 and not for commercial purposes.

2.2 The Allotments must be kept clean, free from weeds, well manured and
maintained in a good state of cultivation and fertility. Paths and vehicle access
routes must also be kept clear of obstructions and reasonably free from weeds at
all times.

2.3 Unoccupied plots shall be kept in reasonable order by Committee Officers of
the Association.

2.4 No nuisance or annoyance shall be caused to occupiers of neighbouring
Council land, and no obstruction or encroachment shall occur on any path or
roadway.

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2.5 No buildings or structures, including greenhouses, shall be erected, no fixed lighting shall be installed and no trees shall be planted upon the Allotments (other than dwarf fruiting trees and/or fruiting bushes of a height not exceeding two metres).

2.6 No trees shall be cut or pruned (other than recognised fruit-tree pruning), and no minerals or soil may be removed without the Council's consent.

2.7 Fencing or barriers must not exceed 1.2 metres in height. The use of barbed or razor wire for a fence is not permitted.

2.8 One ploy-tunnel per full-size allotment plot will be permitted.

2.9 Under the Allotments Act 1950, the Tenant can keep chickens or rabbits on the Allotments. If the plot-holder wishes to keep chickens or rabbits, the Secretary or Chairman of MDAA should be advised in advance so that a separate plot-holder agreement can be signed. The Tenant shall not allow any animals or other livestock on the Allotments.

2.10 The Council shall maintain boundary fences on the Western and Southern sides of the land, gates, and land not used as allotments. The Tenant shall maintain all other areas. Access will need to be given for maintenance of the boundary fence to the Western side from within the allotment area.

2.11 The Tenant shall manage day-to-day operations, including water charges, water equipment maintenance and site security.

2.12 The Tenant shall provide a toilet. The Tenant to insure, clean and maintain the toilet, which must be sited in the location as agreed with the Council.

2.13 The Allotments shall contain no more than 170 plots, excluding parking areas.

2.14 The Tenant shall maintain Public Liability Insurance and any other necessary insurance, provide copies to the Council, undertake risk assessments, and remain a member of The National Allotment Society (NAS).

2.15 The Tenant shall let individual plots only to residents who reside in the Borough of Gravesham defined by the Boundary Commission for England as at 1st April 2026, with priority to be given to Meopham Parish residents.

2.16 The Tenant shall maintain a waiting list and allocate plots in list order.

2.17 The Tenant shall set and collect rents for individual plots.

2.18 The Tenant shall set the terms and conditions for the plot-holder agreement. The plot-holder agreement shall be approved by the Council.

2.19 The Tenant shall issue notices for non-cultivation, non-payment of rent and any breaches of the plot-holder agreement. The Council expects the Committee Officers to govern themselves to the same standards of all plot-holders.

2.20 The Council shall receive regular reports including accounts from the MDAA.

2.21 The Council shall appoint a non-voting representative to the MDAA Committee.

3. Council's Right of Entry

Council officers or agents may enter and inspect the Allotments or access Council-maintained land at any reasonable time.

4. Termination of Agreement

4.1 By either party giving 12 months' written notice expiring on or before 6 April or on or after 29 September.

4.2 By the Council giving three months' notice if the land is required for statutory purposes or development.

4.3 By the Council giving one month's notice:

i) if rent is in arrears for 40 days whether legally demanded or not.

ii) if it appears to the Council that the Tenant not less than three months after the commencement of the Agreement has not duly observed the conditions contained therein. Written warning shall be given, allowing four weeks from the date of the initial letter to remedy the situation before termination procedures are enforced.

5. Condition on Termination

Upon termination, the Allotments shall be returned in no worse condition than at the start of the tenancy.

6. Notices

6.1 Notices shall be sent to the addresses at the head of this Agreement or any updated address notified in writing.

6.2 Notices from the Council may be served by recorded delivery or by affixing the notice in a prominent position on the allotment site.

6.3 Notices from the Tenant shall be signed by the Chairman and Secretary and sent by pre-paid post to the Clerk of the Council.

7. Non-Enforcement

Failure by the Council to enforce any clause shall not constitute approval of a breach nor prevent future enforcement.

IN WITNESS whereof the Clerk of the Council and the Tenant have set their hand and seal to the original hereto and the counterpart hereof the day and year first before written.

Signed on behalf of Meopham Parish Council

SignedDate

Daren Sims, Chairman of the Council

SignedDate

Peter Haslam, Vice-Chairman of the Council

Witnessed byDate

Lisa Winter, Clerk and Responsible Financial Officer, Meopham Parish Council,
St Johns Centre, Wrotham Road, Meopham, Gravesend, Kent, DA13 0AA

Signed on behalf of the Meopham and District Allotment Association

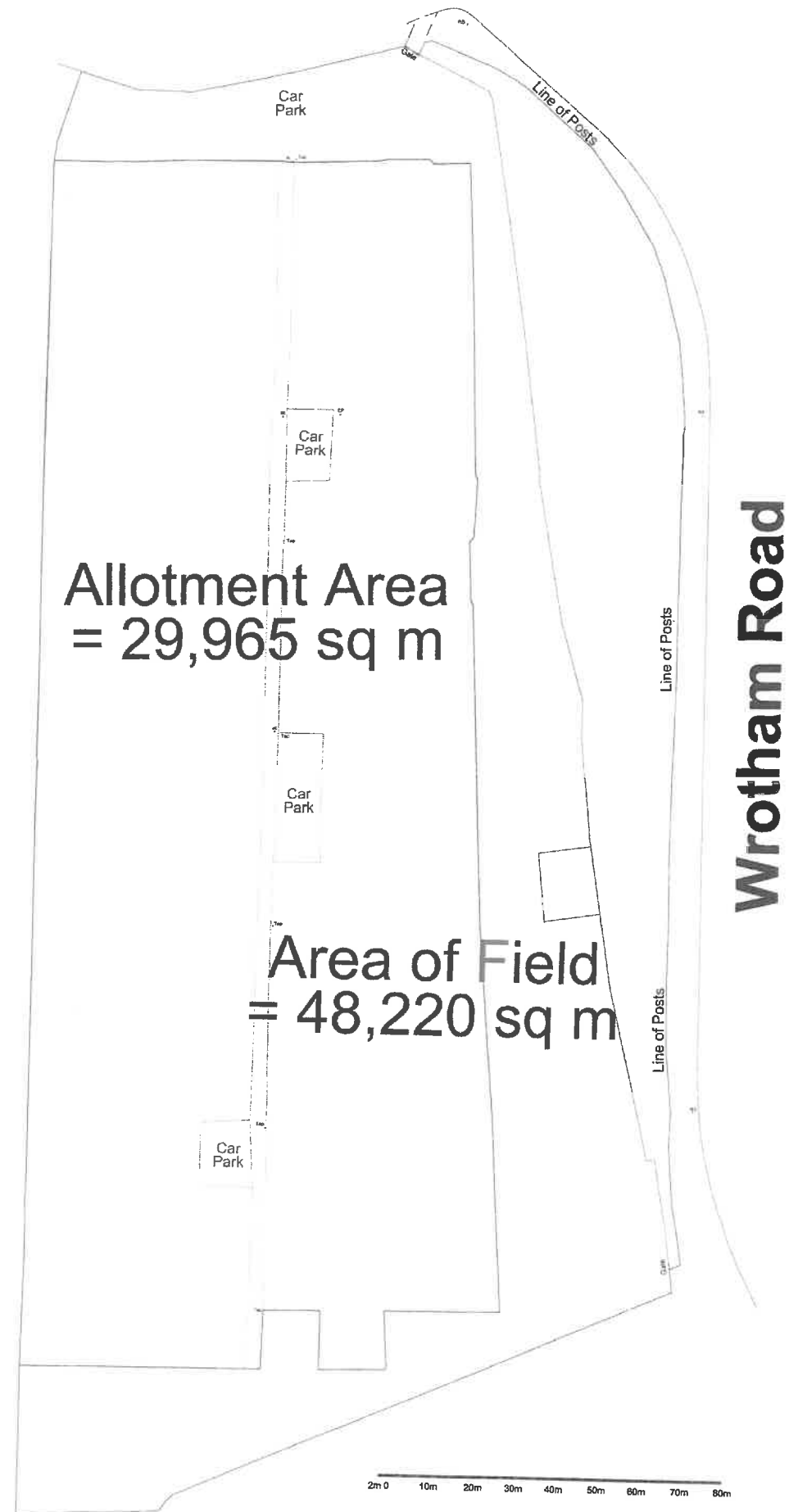
SignedDate

Gareth Oxley, Chairman of Meopham Parish and District Allotment Association

Address

.....

Park Hill



Allotment Area
= 29,965 sq m

Area of Field
= 48,220 sq m

Wrotham Road

2m 0 10m 20m 30m 40m 50m 60m 70m 80m

Scale 1:1,000 @ A3

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Tenancy Agreement - Meopham Allotments

Rev 16 February

2026

An AGREEMENT made this.....between Meopham and District Allotment Association (The Landlord, hereinafter called 'The Association') and.....

(hereinafter called 'The Tenant') of the other part whereby The Association lets and The Tenant takes as a yearly tenant from the 1st day February each year at the Southdown Shaw Allotment Garden, plot number.....in the register of allotments maintained by The Association and containing 6 rods or thereabouts (subject to the exceptions, reservations, stipulations and conditions contained in the tenancy agreement under which The Committee leases the land from Meopham Parish Council, which is the Landlord Paramount) at the yearly rent of £40.00 for a plot or £20.00 for a half-plot, payable annually and at a proportionate rent of £20.00 for any part of the year commencing after the 1st August, over which the tenancy may extend. The tenancy is subject to the special conditions (if any) endorsed on this agreement and to the following stipulations.

- The rent shall be paid by midnight 31st January each year, in advance. Later payment will be subject to a £10 per plot supplement. Upon taking up the initial tenancy, The Tenant is required to pay a joining fee of £10.00 and valid ID to proof of appropriate residency. A gate key will be provided.
- Plot holders' contact details, allotment history and other information relevant to their tenancy and membership of the Association may be stored by the Association on a secure drive on a computer or otherwise. This information will be used only for management and administration of Allotments and will not be disclosed to third parties unless the Association is required to do so by law or in compliance with its legal obligations. The Tenant may inspect the information held by the Association about him/her/them on request in writing to the Secretary.
- The Tenant shall use the land for said plot, within the meaning of that expression as defined in Section 22(1) of the Allotments Act 1922, only for growing vegetables, fruit crops or flowers for use by The Tenant and his/her family and not for commercial gain. The Tenant agrees to leave uncultivated a strip of land eighteen inches wide along each boundary adjoining another plot, to create a path three feet wide between each plot. All paths adjoining the plot shall be kept reasonably free from plant overgrowth and accumulation of rubbish, and The Tenant shall refrain from depositing weeds or rubbish on other parts of The Allotment Garden. A Tenant renting adjoining plots is required to maintain a 3ft path between each of their plots. Gates can be added if considered necessary by the Tenant.
- The Tenant shall keep the plot reasonably free from weeds and in a good state of cultivation. It is expected that 25% of the plot would be worked within three months of the commencement of the tenancy. 75% of the total plot shall be cultivated within a period of twelve months of commencement of the tenancy and subsequently 75% shall be maintained between 1st of March and the 31st of October. However, if the tenant's circumstances change, The Association is to be informed in writing. If the Tenant does not respond and take remedial action, within thirty (30) days to any correspondence from The Association regarding the upkeep or cultivation of the plot, the tenancy will either be terminated immediately, or The Tenant will not be offered a renewal notice the following January. If a tenancy is terminated, The Tenant is required to remove all personal items from the allotment garden within 30 days of the termination notification. All decisions are at the discretion of the committee.
- The Tenant shall not cause any nuisance or annoyance to the occupier of any other plot and shall abide by the code of conduct set out by The Association. They shall not obstruct any paths set out by the

association. They shall not take any dog on the Allotment Garden unless such dog is kept on a lead or otherwise securely fastened and kept under control.

- The Tenant shall not engage in theft of produce or equipment from other plots and shall not permit relatives or guests to engage in theft. If proven to the satisfaction of The Association, theft will result in the immediate termination of tenancy.
- The Tenant agrees to take particular care to ensure that any child they may bring onto The Allotment Garden shall not trespass on the nearby railway or cause annoyance to other Tenants. Children should be supervised at all times.
- The Tenant shall not sublet, assign or part with possession of the plot or any part of it. If the Tenant wishes to discontinue cultivation, he or she must give notice in writing to The Association.
- No trees shall be planted on The Allotment Garden without the prior written consent of the Association other than dwarf fruiting trees and/or fruiting bushes of a height not exceeding two metres. No other trees on The Allotment Garden shall be cut or pruned (apart from recognized pruning practices of fruit trees as above) and no mineral, gravel, sand, earth or clay shall be taken or carried away without the prior written consent of The Association.
- Except in pursuance of their statutory right under Section 12 of the Allotments Act 1950, The Tenant shall not, without the written permission of The Association, erect any building (including greenhouses) or install any fixed lighting on the Allotment Garden. Any fencing or barriers erected shall not exceed a height of 1.2 meters. Please see section 20 related to permitted polytunnels.
- Any member, officer or agent of The Association Committee shall be entitled at any time when directed by The Association to enter and inspect the plot.
- Subject to the agreement of The Association, The Tenant shall on entry pay any agreed compensation to the outgoing tenant for crops and improvements.

13. The tenancy shall terminate on the 31st day of January each year. It may also be terminated by The Association after one month's notice:

- If the rent is in arrears for not less than forty days
- If the Tenant is not duly observing any of the stipulations contained in the conditions of this agreement
- If the Tenant becomes bankrupt or compounds with his or her creditors
- If the Tenant ceases to be a resident of the Gravesham, defined by the boundary council of England.
- If the Tenant does not comply with a Health and Safety notice immediately.

14. The Tenancy may be terminated by either The Association or The Tenant.

15. Any notice required to be given by The Association to The Tenant may be served:

- (a) In person
- (b) or by personal or recorded delivery to their last known address
- (c) or by email to the last recorded email address.

Any notice required to be given by The Tenant to The Association shall be sufficiently given if delivered to: SecretaryMDAA@btinternet.com

16. Bonfires are not allowed between 1st May and 30th September inclusive.
Due to the close proximity to farmers crops.

- (a) All bonfires must be fully extinguished before the Tenant leaves the site. Failure to do so may result in The Tenant receiving a verbal warning. If the Tenant ignores this warning, a written warning will be issued. If the Tenant persistently leave bonfires in a dangerous condition, he or she may be issued with an eviction notice as detailed in clause 3.
- (b) Plot holders must not bring any sort of waste material, including but not limited to rubble, hardcore, tyres and products made of recycled tyre materials to the Allotment Garden. For persistent offenders, verbal and written warnings may be issued as detailed in clause 3.

Plot holders will be held responsible for or charged for any costs incurred in the removal of waste materials that they bring onsite.

17. Unattended mains water hosepipes, defined as hosepipes or sprinklers that are not being hand-held while watering, are not allowed. The water supply will be turned off at the end of October and turned on again at the end of March. These dates can be altered or cancelled at the discretion of The Association.

- IBC type water containers are to be filled via rain water collection only, not the mains water supply.

18. The Tenant is responsible for ensuring that the entry gate is locked behind him/her when entering or leaving the site.

19. Health and Safety.

- Use of Machines on Allotment Site:
Diggers, mini diggers, tractors, JCB's and similar machines are prohibited on any part of The Allotment Garden. Exceptions are vehicles entering the site for maintenance purposes or carrying bulk material to the plot, provided permission has been granted by The Association Committee. Rotovators, tillers, cultivators and petrol mowers can be used, provided they are not hitched up to a tractor or similar machine.
- The Association is required to complete an annual Health and Safety Assessment and act upon its findings. The Tenant will comply with any direction given under Health and Safety immediately.
- Drivers must exercise caution and consideration when driving on the site, adhering to the speed limit indicated by signage and giving way to pedestrians.

20. Vehicles must not be left on The Allotment Garden overnight.

21. One polytunnel is allowed on the plot with maximum dimensions: height 2m, length 6m and width 3m. Any polytunnel must be sited so that it does not shade any part of another tenant's plot. Any polytunnel shall be installed in accordance with the manufacturer's instructions and be anchored securely enough to withstand winter weather.

22. On any plot that has an existing pond, the plot boundary must be fully fenced to a height of 1.2 m with a padlocked gate. Any new ponds must be approved by the committee. The committee reserve the right to restrict the size of the pond. Regular checks will be completed on plots with ponds to ensure they remain compliant.

23. Under the Allotments Act 1950, The Tenant can keep chickens on the plot. If the Tenant wishes to keep chickens, the Secretary should be advised in advance so that a separate Agreement can be signed.

24. Failure by the committee to enforce any clause shall not constitute approval of a breach nor prevent future enforcement.

AS WITNESS the hands of the parties hereto:

Tenant _____

For and on behalf of Meopham and District Allotment
Association _____

By signing this document you agree to the terms and conditions and principles set out in the tenancy agreement, constitution and the code of conduct.

Change of postal address, email address or telephone number(s) and all other correspondence should be sent to: secretaryMDAA@btinternet.com.

Code of Conduct

Meopham and District Allotment Association (MDAA)
February 2026

Introduction

The Meopham and District Allotment Association (MDAA) is committed to fostering a welcoming, respectful, and well-managed allotment community. This Code of Conduct sets out the standards of behaviour expected from all plot holders, committee members, and visitors.

Our aim is to promote mutual respect, safeguard the well-being of members, and ensure the security and good stewardship of the site.

All members share responsibility for maintaining a positive, inclusive, and productive environment.

Core Principles

Members are expected to:

- **Treat others with dignity and respect**
Act with fairness, courtesy, and consideration towards fellow plot holders, committee members, and visitors.
- **Promote community well-being**
Contribute positively to the society and support the effective management and improvement of the site.
- **Ensure safety and security**
Have due regard for the safety, security, and property of others at all times.

Prohibited Behaviour

The following conduct is not acceptable:

- **Discrimination**
Any form of discrimination based on gender, sexual orientation, race, religion, age, disability, or any other protected characteristic.
- **Abuse and Harassment**
The use of abusive, threatening, intimidating, or inflammatory language or behaviour, including bullying in any form.
- **Misuse of Social Media**
Posting images of, or making comments about, other members on social media without their explicit consent.
- **Conflicts of Interest**
Engaging in situations where personal interests could improperly influence responsibilities within the Association, particularly for committee members.
- **Bribery**
Any attempt to offer, solicit, or accept a bribe. Such incidents must be reported immediately to the Committee.

Member Responsibilities

All members agree to:

- **Comply with Governing Documents**
Adhere to the tenancy agreement, lease, by-laws, and all other site rules and policies.
- **Maintain Their Plot**
Keep their plot in a reasonable condition, ensuring it is tidy, cultivated, and relatively free from excessive weeds.
- **Respect Boundaries and Access**
Avoid obstructing paths, communal areas, or neighbouring plots.
- **Refrain from Subletting**
Not sublet or transfer use of their plot to any other individual.
- **Support Collective Efforts**
Participate, where reasonably possible, in communal activities such as maintaining shared areas and supporting wildlife-friendly or environmental initiatives.

Resolution and Enforcement

- **Dispute Resolution**
Members should use the Association’s grievance and arbitration procedures to resolve disputes that cannot be settled informally.
- **Reporting Breaches**
Any breach of this Code of Conduct should be reported to the Allotment Committee.
- **Criminal Matters**
In cases involving suspected criminal activity, the matter should be reported to the police.

This Code of Conduct supports the continued success and harmony of the Meopham and District Allotment Association. All members are expected to uphold both its spirit and its principles.

CONSTITUTION OF THE MEOPHAM & DISTRICT ALLOTMENT ASSOCIATION

1 Name

The name of the association shall be the **Meopham & District Allotment Association** ("the Association").

2 Objectives

The Objectives of the Association are:

2.1 To provide a safe, secure, accessible and well-managed allotment site for the benefit of the Members of the Association ("the Members").

2.2 To improve and enhance the allotments for the greater convenience and enjoyment of the Members.

2.3 To be a good neighbour to the local community.

2.4 To conserve the allotment as a green space that compliments the local area of outstanding natural beauty, and to secure its long-term use as allotment gardens and a haven for wildlife and its conservation.

2.5 To contribute to healthy living through open-air physical activity and the cultivation of natural food produce, flowers and fruit trees.

2.6 To foster community fellowship and social relationships between Members, irrespective of age, sex, faith, race, ethnic origin, disability or sexual orientation.

2.7 To promote the art, science and practice of horticulture among Members of the Association.

3 Powers of the Association

3.1 The Association shall have the following powers to be exercised only in pursuit of the Objectives:

(1) To manage allotments and to make agreement with plot holders based on current MPC Lease agreement and the current tenancy agreement.

(2) To promote or carry out research, provide advice and publish or distribute information. (3) To join, affiliate to, support, administer or set up other bodies.

(4) To raise funds to enable self-management.

(5) To acquire, hire, let or dispose of equipment or facilities of any kind.

- (6) To set aside funds for special purposes or as reserves against future expenditure.
- (7) To deposit funds into a secure savings account.
- (8) To insure the property of the Association against any foreseeable risk and take out other insurance policies to protect the Association, its officers and its volunteers.
- (9) To employ paid or unpaid agents, staff or advisers.
- (10) To enter into contracts to provide services to or on behalf of other bodies.

3.2 To represent the interests and views of the members of the Association in discussions with Meopham Parish Council or any other subsequent landlord.

3.3 To do anything else within the law which promotes or helps promote the Objectives.

3.4 "The Committee" shall manage the business of the Association and shall exercise the powers in 3.1, 3.2 and 3.3 on behalf of the Association in furtherance of the Objectives (but not for any other purpose).

4 Membership

4.1 Membership of the Association is open to any individual within the Gravesham Borough Council area, as defined by the Boundary Commission for England as of 1st April 2026, (with priority to Meopham Parish Residents), interested in promoting the Objectives. Every person who holds an allotment which is managed by the Association shall be required to be a Member of the Association as a condition of holding such an allotment. Plots are limited to maximum of three plots per member. Priority shall be given to new applicants over existing members requiring a second or third plot.

4.2 Every Member shall pay a one-time joining fee, as recommended by the Committee and agreed by the Members at the Annual General Meeting. This joining fee shall be paid at the same time as the initial allotment rent.

4.3 Payment of the joining fee and/or annual rent shall be considered as acceptance by the Member of the rules and regulations of the Association, as written in the current tenancy agreement.

4.4 The Committee shall keep a register of Members.

4.5 A Member is responsible for keeping annual rent up to date as written in the current tenancy agreement.

4.6 A Member may resign by written notice to the Association, and that shall also be taken as notice of termination of the tenancy of their allotment in accordance with 4.1 above.

4.7 The Committee may refuse any new membership to an individual on the grounds that the individual being a Member would be harmful to the Association.

4.8 The Committee may by resolution terminate the membership of any Member on the grounds that the Member's continued membership would be harmful to the Association.

The Committee may only pass such a resolution after notifying the Member in writing and considering the matter in the light of any written representations which the Member puts forward within 14 clear days after receiving notice. The Committee shall offer the Member the opportunity to meet with the Committee or such person or persons it may appoint for this purpose. At such a meeting the Member shall be entitled to be accompanied and assisted by one person of their choosing. Such a Member is not entitled to a refund of any subscription, allotment rent or other payment, but the Committee may at its absolute discretion make a whole or partial refund. Within fourteen days of the Committee's decision the Member may make a final appeal to Meopham Parish Council, whose decisions shall be binding on the Member and the Association.

4.9 Membership of the Association is generally not transferable, except under special circumstances to be considered by the committee.

4.10 If by consensus of the committee, a breach of the tenancy agreement is identified, the member shall be contacted in writing to notify them of the breach.

(1) If after 30 days of the initial notification the committee has not received adequate communication from the member, or witnessed the breach being addressed, then the committee shall issue an official 30 Day Warning Notice of possible eviction unless the member rectifies the breach.

(2) At the end of the 30 Day Warning Notice, if the breach has not been dealt with to the satisfaction of the committee, a letter of termination will be issued to the member giving them 14 days to remove any personal items, or items of rubbish, from the plot.

(3) The member shall have a right to appeal by writing to the Chair and Secretary within 14 days of the official 30 Day Warning Notice being issued.

(4) The final decision on the termination appeal will be decided by a majority vote of the committee.

5 General Meetings

5.1 All Members are entitled to attend general meetings of the Association in person. General meetings are called on at least fourteen clear days written notice to the Members specifying the business to be transacted, including any resolutions to be proposed.

5.2 An Annual General Meeting (AGM) must be held in every calendar year and shall be held as the Committee shall determine upon not less than 14 clear days' written notice to Members, within six calendar months after the financial year end, but in any case, not later than eighteen calendar months after the previous AGM.

5.3 There is a quorum at an AGM if the number of Members personally present is at least 15.

5.4 At all general meetings of the Association the Chair shall chair the meeting, or in their absence, any Member nominated by the Committee members present.

5.5 Except where otherwise provided by this Constitution, every issue at a general meeting is determined by a simple majority of votes cast by the Members present.

5.6 Except where otherwise provided by this Constitution, voting is by a show of hands.

5.7 Members may not vote by proxy.

5.8 Every Member present is entitled to one vote on every issue, except for the chair of the meeting, who has a second or casting vote.

5.9 At an AGM the Members shall:

(1) approve the minutes of the previous AGM and any intervening Special General Meetings.

(2) receive the report of the Committee on the Association's activities since the previous AGM. (3) receive the audited accounts of the Association for the previous financial year.

(4) appoint an auditor or independent examiner for the Association.

(5) accept the retirement of those currently elected Committee Members.

(6) elect the Chair, Secretary and Treasurer as members of the Committee and up to six other elected Committee Members to fill the vacancies arising, through an election process determined by the Committee which must include all Members being invited to nominate themselves or other Members as candidates and all candidates names being supplied to Members with the notice of the meeting; and may discuss any issues of policy or deal with any other business put before them by the Committee. Any nominations must be seconded at the meeting by one of the members.

5.10 Any general meeting which is not an AGM is a Special General Meeting (SGM).

5.11 An SGM may be called at any time by any member of the association and must be called within twenty eight clear days after a written request to the Committee from at least ten Members unless a majority of the requesting Members agree to a longer period or unless the Committee requires more time to meet the requirements of clause 5.12 (4).

5.12 A Members' request for an SGM is subject to the following:

(1) A Members' request shall state the business of the meeting and the resolution or resolutions to be put to the meeting.

(2) A Members' request shall be in writing and accompanied by the name, address and signature of each Member making the request.

(3) A Members' request may be accompanied by a statement which, without the agreement of the Committee, shall not exceed one thousand words and this statement shall be sent to all Members with the notice of the meeting.

(4) Any person directly affected by the resolution shall be supplied by the Committee with a copy of the resolution and Member's statement and be invited by the Committee to submit a statement which, without the agreement of the Committee, shall not exceed one thousand words, and this statement shall be sent to all Members with the notice of the meeting.

(5) The Committee is not obliged to call a meeting or circulate a resolution or statement which it reasonably considers is vexatious, frivolous or unlawful but shall explain its reasons to those Members who have requested a general meeting and invite them to amend such resolution or statement.

(6) There is a quorum at a SGM if the numbers of members personally present is at least 15.

6 The Committee

6.1 The Committee may comprise up to nine individuals, all of whom must be Members. A minimum of Six Committee Members shall be elected, including the Chair, Secretary and Treasurer and three other elected Committee Members.

6.2 The Committee shall have the power to co-opt additional or replacement Committee Members as they consider fit. Such co-opted Committee Members shall at no time exceed three in number.

6.3 Co-opted Committee Members are appointed by resolution of the Committee to hold office until the end of the next AGM.

6.4 All Committee Members must stand down at each AGM but, if eligible, may re-stand for election.

6.5 Committee members must abide by the Code of Conduct laid out in the relevant document (See appendix I).

6.6 A Committee Member's term of office terminates if they:

- (1) Are absent from three consecutive meetings of the Committee unless the Committee is satisfied that there are exceptional circumstances.
- (2) Cease to be a Member of the Association.
- (3) Resign by written notice to the Committee.
- (4) Are removed by a resolution passed by a simple majority of the other Committee Members after they have invited the views of the Committee Member concerned and considered the matter in the light of any such views. The Committee shall offer the Committee Member the opportunity to meet with the Committee and at such a meeting the Committee Member shall be entitled to be accompanied by one person of their choosing.

6.7 A technical defect in the appointment of a Committee Member of which the Committee is unaware at the time does not invalidate decisions taken at a meeting.

7 Meetings of the Committee

7.1 The Committee shall hold at least six meetings each calendar year.

7.2 The quorum at a Committee meeting shall be seven voting Members.

7.3 A Committee meeting may be held either in person or by suitable electronic means agreed by the Committee in which all participants may communicate with all other participants.

7.4 At all meetings of the Committee the Chair shall take the chair, or in their absence any member of the Committee whom the meeting may elect.

7.5 Every issue considered at a Committee meeting shall be determined by a simple majority of the votes cast but a resolution which is in writing and signed and dated by all members of the Committee is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

7.6 Except for the Chair of the meeting who may have a second or casting vote every member of the Committee shall have one vote on each issue.

7.7 A procedural defect of which the Committee is unaware at the time does not invalidate decisions taken at a meeting of the Committee.

8 Powers of the Committee

In addition to the provisions in 3.1 to 3.3 the Committee shall have the following powers in the administration of the Association:

8.1 To delegate any of their functions to sub-committees consisting of two or more persons appointed by them (but at least one member of every sub-committee must be a member of the Committee and all proceedings of sub-committees shall be reported promptly to the Committee).

8.2 To draw up rules consistent with this Constitution to govern proceedings at general meetings, the Committee and its sub-committees.

8.3 To resolve or establish procedures to assist the resolution of disputes within the Association.

9 Property and Funds

9.1 All equipment, possessions and funds of the Association must be used only for furthering the Objectives.

9.2 The Association must have one or more bank accounts and all bank accounts which hold the Association's funds must be in the name of the Association and require at least two signatures on every payment. A Second officers approval is required for electronic payments.

9.3 Funds which are not required in the near future may be placed on deposit in accordance with this constitution until needed.

9.4 No member of the Committee may receive any payment of money or other material benefit (whether direct or indirect) from the Association except:
(1) Reimbursement of reasonable out-of-pocket expenses actually incurred undertaking official business on behalf of the Association.

- (2) A reasonable rent or hiring fee for property let or hired to the Association.
- (3) Benefits in their capacity as a Member.

9.5 Whenever a Committee Member has a personal interest in a matter to be discussed at a meeting, they must:

- (1) declare an interest before discussion begins on the matter;
- (2) withdraw from that part of the meeting unless expressly invited to remain in order to provide information,
- (3) not be counted in the quorum for that part of the meeting and
- (4) withdraw during the vote and have no vote on the matter.

10 Records and Accounts

10.1 The Committee must keep proper records of all proceedings at general meetings, Committee meetings and of all professional advice obtained.

10.2 Accounting and all other records relating to the Association must be made available for inspection by any Committee Member within a reasonable timeframe and may be made available for inspection by Members if the Committee so decides. All communications and information is the property of the association.

10.3 A copy of the Association's latest available statement of account must be supplied on request to any Committee Member or Members.

10.4 Minutes and attached records of committee meetings will be made available to the Association's members within twenty one days of the meeting.

11 Notices

11.1 Notices under this Constitution may be sent by post, by suitable electronic means, or (where applicable to Members generally) may be published in a newsletter distributed by the Association, or when all other methods have been exhausted, the Committee may vote to send communications by hand.

11.2 The address at which a Member is entitled to receive notices is the address noted in the register of Members (or if none the last known address).

11.3 Any notice given in accordance with this constitution is to be treated for all purposes as having been received:

- (1) 24 hours after being sent by electronic means or delivered by hand.
- (2) three clear days after being sent by first class post to that address.
- (3) four clear days after being sent by second class post to that address.
- (4) one week after the date of distribution of a newsletter containing the notice.
- (5) on being handed to the Member personally or, if earlier.
- (6) as soon as the Member acknowledges actual receipt.

11.4 Technical defects in the giving of notice of which the Member or the

Committee is unaware at the time do not invalidate decisions taken at a meeting.

12 Amendments

12.1 This Constitution may be amended at a general meeting by a two thirds majority of the votes cast. Then subject to approval by Meopham Parish Council.

13 Dissolution

13.1 If at any time the Members at a general meeting decide to dissolve the Association, the Committee Members will remain in office and will be responsible for the orderly winding-up of the Association's affairs.

13.2 After making provision for all outstanding liabilities of the Association, the Committee must apply the remaining property and funds in one or more of the following ways:

- (1) by transfer to one or more other bodies established for purposes within, the same as or similar to the Objectives; or
- (2) directly for the Objectives or purposes within or similar to the Objectives
- (3) failing transfer to another body the members will decide on the distribution of assets.

14 Interpretation

14.1 In this Constitution:

'The Chair' means the person elected by the Members at the AGM as chair or chairperson of the Association or in the absence of such as selected by the Committee;

'Clear day' means 24 hours from midnight following the relevant event;

'The Committee' means the Committee Members collectively acting as the governing body of the Association;

'Committee Member' means a member of the Committee acting as governing body of the Association;

'Meopham & District Allotment Association' means the Association established by the adoption of this constitution and being based at [Insert Location];

'Financial year' means the Association's financial year;

'Independent examiner' means an independent person who is reasonably believed by the Committee to have the requisite ability and practical experience to carry out a competent

examination of the accounts;

'Material benefit' means a benefit which is financial or has a monetary value;

'The Association' means the Meopham & District Allotment Association as comprised in this Constitution;

'Written' or **'in writing'** refers to a legible document including a fax or e-mail message.

**ADOPTED at the Annual General Meeting held at DA__ ROAD,
LOCATION, - on DAY DDth MM 2026, Revision [x].**

Appendix I

Code of Conduct

Meopham and District Allotment Association (MDAA)

February 2026

65

Introduction

The Meopham and District Allotment Association (MDAA) is committed to fostering a welcoming, respectful, and well-managed allotment community. This Code of Conduct sets out the standards of behaviour expected from all plot holders, committee members, and visitors.

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