

FITZ PARK, HOPE PARK & TOWNSFIELD CHARITABLE TRUSTS

Council Offices
50 Main Street
Keswick
CA12 5JS

Email: townclerk@keswicktowncouncil.gov.uk

5th November 2020

A meeting of the Charitable Trusts listed below will be held via the Zoom app on **Thursday 12th November 2020 at 7.30 pm.**

The link for the meeting is as follows:

<https://us02web.zoom.us/j/87163763300?pwd=dVR5bOR5aTJjLOVzRTNkL0djTXljZz09>

Meeting ID: 871 6376 3300

Passcode: 515924

One tap mobile

+441314601196,,87163763300# United Kingdom

+442030512874,,87163763300# United Kingdom



Lynda Walker
Town Clerk

HOPE PARK	Registered Charity	503465
FITZ PARK	Registered Charity	520327
TOWNSFIELD	Registered Charity	520295

AGENDA

- 1. Apologies**
To receive apologies for absence.
- 2. Declarations of Interests**
To receive any declarations of interests in respect of items on this agenda.
- 3. Minutes**
To authorise the Chairman to sign as a correct record the minutes of the meeting held on 10th September 2020 (pages 6 - 8).
- 4. Chairman's Report**
To receive the Chairman's report.
- 5. Sundial Replacement**
To consider a proposal to replace the sundial at Hope Park.
- 6. Tree Carving**
To consider the report of the Parks Manager.
- 7. Parks Manager's Report**
To consider the report of the Parks Manager.

- 8. Clerk's Report**
To consider the Clerk's report.
- 9. Draft Budgets for Hope and Fitz Parks 2021-22**
To agree the draft budgets for Hope and Fitz Parks for the next financial year.
- 10. Hope Park & Fitz Park Budgets – 2nd quarter 2020-21**
To receive for information the 2nd quarter budget comparisons.
- 11. Requests for use of the Parks**
To consider the following:
 - (i) Theatre by the Lake – story walks and Christmas trail in Hope Park (details previously circulated).

Prior to the following business the Chairman will move the following resolution:

'That under the Public Bodies (Admission to Meetings) Act 1960, the public and representatives of the press and broadcast media be excluded from the meeting during the consideration of the following items of business as publicity would be prejudicial to the public interest because of the confidential nature of the business to be transacted.'

- 12. Contracting – Vehicle replacement**
To consider the report of the Parks Manager.
- 13. Lease Renewals**
To consider the report of the Clerk.
- 14. Land at Hospital Field**
To receive an update from the Clerk.

To: All Councillors/Trustees
Press

FITZ PARK, HOPE PARK & TOWNSFIELD CHARITABLE TRUSTS

Minutes of the Meeting of Fitz Park, Hope Park & Townsfield Charitable Trusts held using the Zoom app on Thursday 10th September 2020 at 7.30 p.m.

Present:

Chairman
Councillor Adam Paxon

Councillors		
Alexandra Boardman	David Burn	Markus Cambell-Savours
Allan Daniels	Alan Dunn	Steve Harwood
Sally Lansbury	Tony Lywood	Duncan Miller
Peter Terry		

Also in attendance were Lynda Walker (Trust Clerk), Christine Fawcett (Parks Manager), Catherine Parker (Responsible Financial Officer), 1 member of the press and 3 members of the public.

29. Apologies

Apologies for absence were received from Councillor Titley.

30. Minutes

RESOLVED that the Chairman be authorised to sign as a correct record the minutes of the meeting held on 9th July 2020 (pages 4-5).

31. Declarations of Interests

Declarations of interest were received from:
Councillor Harwood – item 18 – member of Keswick Athletics Club
Councillor Lansbury – item 18 – member of Keswick Tennis Club

32. Trustee Reports and Accounts for the year ended 31st March 2020

Frances Clark of Keswick Accountants presented the Annual Reports and Accounts for Hope and Fitz Parks for the year ended 31st March 2020. Frances was thanked for her work and presentation. The Responsible Financial Officer presented the Annual Report and Accounts for the Townsfield Charitable Trust.

RESOLVED that the Trustee Reports and Accounts for the year ended 31st March 2020 for Hope Park, Fitz Park and the Townsfield be approved and signed by the Chairman.

*Councillor Campbell-Savours joined the meeting during this item.
Frances Clark left the meeting.*

Note: Agenda items agreed for future meeting to consider merging the Townsfield Charity with Fitz Park Trust and to look at ideas for raising more income for Fitz Park.

33. Chairman's Report

RECEIVED the Chairman's report. The Chairman thanked all the parks staff for their hard work and congratulated them on the high standard of both parks.

34. Parks Manager's Report

RECEIVED the report of the Parks Manager.

RESOLVED that the grassed area above the cricket pavilion in Lower Fitz Park be included in the grass cutting contract in the future and that other areas be considered for 're-wilding'. It was further **RESOLVED** that separating waste for recycling in Hope Park be continued until the end of the season.

Councillor Campbell-Savours left the meeting.

35. Statue of Max (the dog) in Hope Park

Councillor Lywood presented a request for a slate bench to be located in Hope Park to feature a bronze dog and a collection box in honour of Max the dog (of 'Max out in the Lake District' fame). Funding had already been raised to pay for this and any donations would be used for the benefit of Keswick parks. Subject to agreement, it was anticipated that it would not be in place until early 2021.

RESOLVED that the request be approved subject to the location within Hope Park being agreed with the Parks Manager.

Kerry Irving (Max's owner) was present for this item.

36. Request for Sundial at Hope Park

A local resident put forward a request for the decorative sundial in Hope Park to be replaced with a functioning one and offered a donation towards the cost. Consideration was given to whether the existing sundial should be repaired or whether a new sundial should be purchased.

RESOLVED that the Trust Chair and the Parks Manager meet Dr Will to establish options and costings and bring a report to a future meeting.

37. Keswick Bowling Club - Renewal of Annual Parking Agreement for Upper Fitz Park

RESOLVED that the agreement for Bowling Club parking within Upper Fitz Park (i.e. five spaces at the rear of the staff/games hut for Bowling Club use only, on Tuesday afternoons between 1.45 pm and 4.30 pm and on a maximum of 18 other occasions – dates to be confirmed – during the season (mid-April to mid-September)) be renewed for the forthcoming year, subject to further review in September 2021.

38. Review of Funfair held in Fitz Park

RECEIVED a report from Councillor Titley.

39. Bus Shelter at Wivell Park – Mural

Councillor Lywood gave an update from the Working Group. Designs for the mural were due in by the end of September and the selected artist would be notified within two weeks. Liaison would then take place with children from St Herbert's school and it was anticipated that the mural would be in place by the middle of November 2020.

Councillor Lywood left the meeting.

40. Clerk's Report

RECEIVED the report of the Clerk.

RESOLVED that the tree stump at the rear of Upper Fitz park be turned into a 'Bug hotel' by the parks staff. It was further **RESOLVED** that a Fitz Park stakeholder meeting take place as soon as possible.

41. BMX Track

Councillor Lansbury gave an update on funding achieved for the upgrade of the BMX track to date. The Parks Manager reported that work was due to start during week commencing 5th October 2020.

RESOLVED that the income from the funfair held in Fitz Park be ringfenced for expenditure on the track and surrounding area.

42. Great British September Clean 11-27 September 2020

Consideration was given to a suggestion from Councillor Titley that the parks be included in the Great British clean-up event to take place during September.

RESOLVED that Councillor Titley be asked to liaise with the Parks Manager regarding the areas to be covered and that bags and pickers be provided to volunteers.

43. Budget Comparisons and Revisions to Budget for 2020-21

RECEIVED the first quarter's budget comparisons.

RESOLVED that the suggested adjustments to the current year's budgets for Hope and Fitz Parks as a result of Covid-19 funding shortfalls be approved, and that no contribution be made to the sinking fund for Fitz Park in the current year.

44. Requests for use of the Parks

Consideration was given to the following:

- i) Lakeland Trails – possible pre-Christmas event.
RESOLVED that further information be requested including whether an entry charge is to be made.
- ii) St Johns Church/British Legion – possible use of Fitz Park for annual Remembrance Service on Sunday 8th November.
RESOLVED that Fitz Park be available for use if required.
- iii) BuggyFit – weekly exercise class for new Mums in Fitz Park.
RESOLVED that approval be granted subject to consultation with the Parks Manager regarding guidelines to be followed to protect other park users, and that a donation be requested.
- iv) Keswick Museum – request for free parking for 3 volunteers at Crosthwaite Road car park.
RESOLVED that the request be declined due to lack of space.

Prior to the following business the Chairman moved the resolution:

'That under the Public Bodies (Admission to Meetings) Act 1960, the public and representatives of the press and broadcast media be excluded from the meeting during the consideration of the following items of business as publicity would be prejudicial to the public interest because of the confidential nature of the business to be transacted.'

45. Contracting

Consideration was given to the report of the Parks Manager.

RESOLVED that the purchase of an additional pedestrian mower using funding from identified nominal codes be ratified, and that £163.39 be vired from the Community Sports Area nominal code to fund emergency electrical work at the Staff/Games hut.

46. Legal – Renewal of Leases

RECEIVED an update from the Clerk.

47. Legal – Land at Hospital Field

RECEIVED an update from the Clerk.

The meeting closed at 10.00 p.m.

Chairman

Date

Hope Park Charitable Trust

Replacement of sundial in Hope Park

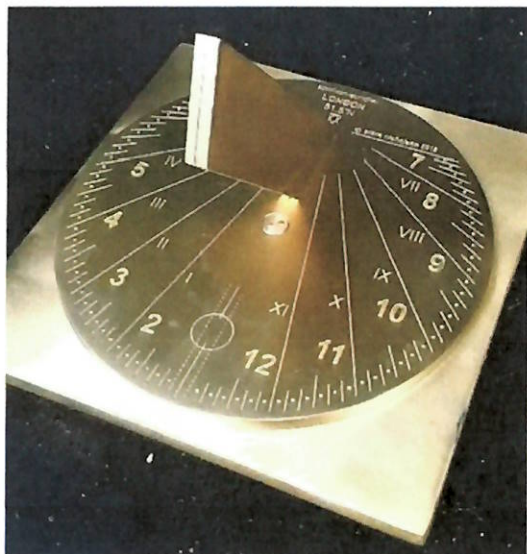
As agreed at the Trust meeting on 10th September, I have discussed with the Parks Manager and have investigated options for the repair or replacement of the damaged sundial in Hope Park.

The Parks Manager has had the existing sundial removed from its plinth for examination, and reports that the metal base of the dial is badly corroded and rotting from the inside out so that the sundial is not worth repairing.

I therefore investigated what is available from the list of professional sundial designers, consultants and makers published by the British Sundial Society and asked the four most likely of these to quote for a new sundial. One was too busy to take more orders and one quoted £560, which I thought too expensive. The remaining two quoted as follows:

Ethan Reeve <info@spot-on-sundials.co.uk> quoted for a modern design as shown in the first picture below, on a 320 mm diameter circular base – £470 including delivery. This one has a slot in the gnomon to shine a strip of sunlight on the face of the dial at noon. Any inscription would be on the side of the gnomon.

Robert Foster <robert@sundialsbyrobertfoster.co.uk> quoted for his "Classic" design, as shown in the second picture, but in an octagonal shape, 300 mm across flats. to match the existing stone plinth – £260 plus delivery cost.



I am willing to pay the cost of the second of these (£260) and the Parks Manager tells me that the parks budget would cover delivery and fitting. If the Trustees choose the first design, I would contribute the same amount towards the cost if the Trust covered the balance.

Robert Foster says that we can have any motto inscribed on the sundial in place of the one shown, and as the dial would be facing Skiddaw I think it would be appropriate to have the town's motto, *MONTES UNDE AUXILIUM MEUM* if the Trustees agree.

Leonard Will

**KESWICK PARKS CHARITABLE TRUSTS
12TH NOVEMBER 2020**

TREE CARVING AT UPPER FITZ PARK



A local resident has offered in writing to pay for this tree stump to be carved.

Two designs have been received from Rolande of the resident's idea/request, Squirrel or Owl

I have shown both designs below - the time scale is to be completed in March 2021.



Costs:

Squirrel design £780.00 plus decking oil @ £46.00

Total £826.00



Owl design £640.00 plus decking oil @ £46.00

Total £686.00

Trustees are asked to approve that the carving be completed and to indicate a preference as to which design i.e. the squirrel or owl

Once I have approval for the work to be carried out, a decision on the design and the funds are in our bank account, I will supply an order. The same chainsaw carver will be used as for the osprey/eagle design previously completed.

Parks Manager's Report Nov 2020

Christine Fawcett

Many thanks must go to the parks staff for their ongoing hard work and the three ladies within the office for their hard work and support that keeps the parks moving forward. The weather in September has been pleasant, October rather wet, however progress in all the parks has been made to renovate and improve areas.

Hope Park

The wild flowers have now been removed and the winter bedding is now planted including yellow, blue and rose



polyanthus along with tulips for a spring show of colour.

The yew and box hedges have now been cut back and we will begin pruning the remaining hedges shortly.

The lower fairways of the pitch and putt have all been verti-quaked to allow water to drain better through the surface and all of the open water ditches have now been cleaned out by hand. We have removed the pond weed and floating debris to the side of the water ditch, this allows any wildlife to return to the water course.

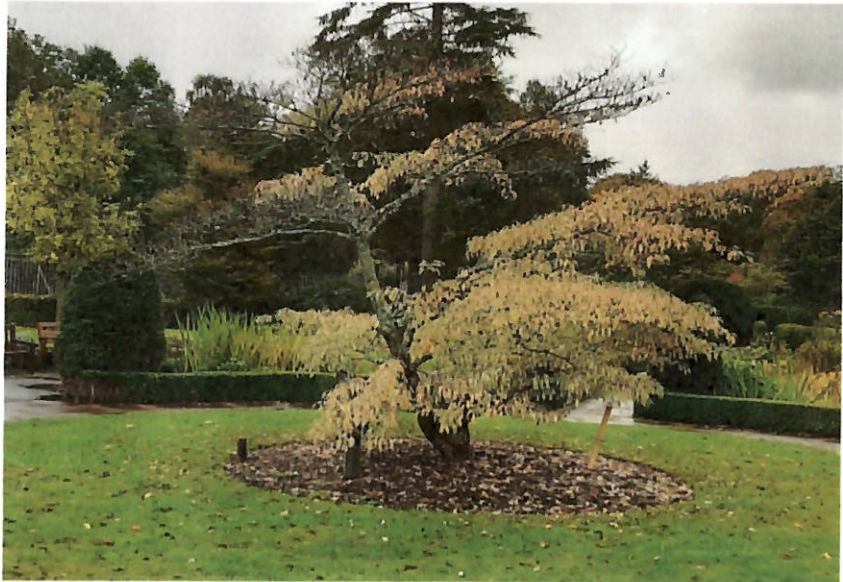
The wooden walkway through the woodland area has been strengthened with 15 steel brackets being concreted into the ground. This is to try and prevent the walkway from floating above ground level when the water table is very high. The walkway floated badly last Febuary when we received high rainfall and had to be repaired twice.



The Cornus controversa tree at the centre of the park has this summer started to show signs of distress. Three of the upper branches have died off and the tree is suffering from its root plate lifting. The tree is now leaning heavily to one side despite being staked back.

To give this tree a chance of survival I believe the best thing to do would be to remove the dead branches and reduce the height of the tree to reduce the upper weight. This would then hopefully give the tree the best chance of survival before the winter storms come and potentially blow the tree over altogether.

I understand this has been a symbolic tree within Hope Park for many years but I believe if it is left with no attention it will die back in the near future and fall over completely.



The potting shed roof has now come to the point of replacement, despite various in house repairs in recent years. The roof timbers are rotten, and the felt full of holes. The potting shed is a store for compost and sundries and also houses the mains electric supply, including the meter. The glasshouse boiler is also situated within the building. Although the roof is small it is of a T shape design and will be labour intensive to replace.



A local roofing contractor has been to look at the building and is providing a quote for the repair work. This is to replace the wooden strusses and rotting timber where required, remove and install new roofing boards and re-felt the roof. The quote will be available at the Trust meeting

The centre of the fairtrade border has now been replanted with perennials in the fairtrade logo design. This border was previously tired and full of perennial weeds and over the last two years has been cleaned of perennial weeds to allow for planting again.

Planting includes Rudbeckia *fulgida* Goldstrum, Phlox *paniculata* Famous Pink and Stipa Pony Tails.



Townsfeld

This area has been cut for the final time by our contractor and is being monitored on a weekly basis. Two silver birch trees will be removed from this area as they have shown little sign of growth this year.

Lower Fitz Park

It is with great sadness that I report the mindless breaking of one of our park's signs. The local community put a lot of time and effort into designing and creating these maps for the parks. It was reported to the police by a local member of the public that youths were head butting the signage board late one evening. The sign has now been repaired and is back in place.



The delayed tree work due to Covid 19 restrictions and bird nesting from March/April has now been carried out. This included the removal of one Aesculus hippocastanum that was infected with honey fungus. This fungus spreads underground, attacking and killing the roots of the tree and is the most destructive fungal disease in UK gardens according to the Royal Horticultural Society.

Due to the close proximity of the river and the tree being heavily weighted towards the river, it was removed in sections and lowered to the ground. The fungal infection had spread into the main trunk rotting the tree from inside out.

Litter within the parks is becoming less and for the same period as last year I would like to propose that litter picking and bins are checked through the week only. This would be from November until March, excluding the Christmas period.

Clark and Kent Contractors have been and completed the work on the BMX track. They have made a fantastic job of tying in the new tarmac with the old and given the track a new lease of life. All the edges have also been re-turfed and drainage areas cleared and weeded. Thanks to Clark and Kent for their hard work and dedication to the project.



Upper Fitz Park

Summer games have come to a close and work has been carried out on the fine turfed areas. Scarifying of all of the playing areas has been carried out to remove dead thatch and allow the turf to breath and drain more freely.

Greta Garden Services have pro-cored the bowling green, putting greens and the tennis courts. The lower putting green, club tennis courts and public tennis courts have been over-seeded and four ton of 70/30 top dressing applied to aid drainage and improve bounce. Autumn fertilizer has been applied and the grass sward has responded.

Weeding of shrub borders is under way and the hedges at Crosthwaite Road and Wivell Bridge have been cut back.



More planting has taken place in the border next to the wood carving including Rebeckia "Goldstrum" and Penstemon. Self-seeding of previous planting is proving successful and the area is filling out nicely to provide a haven for insects and wildlife.

Polyanthus plants have been removed from the Fairtrade border at Hope Park and replanted in various shrub beds to naturalize for the future. Over 2000 spring flowering bulbs have also been planted including Chionodoxa, Fritillaria *meleagris* and Erythronium "Pagoda".

The toilet in the staff building began to leak onto the floor and has had to be replaced. Installation of a new toilet and plumbing work has been completed. As we have had various electrical fuse boxes to replace within the building this year already, the buildings budget has been used. Would the trustees agree to use part of the contingency budget to cover the cost of £542.24?

KESWICK PARKS CHARITABLE TRUSTS MEETING
12TH NOVEMBER 2020

CLERK'S REPORT

1. Merging of Charities – Fitz Park and the Townsfield

Both Fitz Park and the Townsfield are registered charities with similar charitable objects i.e. provision of a recreation ground for use of the inhabitants of, and visitors to, the town of Keswick. The Town Council is the sole trustee for both. The Townsfield is maintained by the parks staff with most of the work consisting of tree management and grass cutting, and occasional wall repair. Costs (£800 p.a.) are met by the Town Council by way of grant support with a small trust fund in place (balance as at 31st March 2020 £3,029). As a small charity there is no requirement for an independent examination of the accounts each year, although a Trustee report and accounts is submitted annually to the Charity Commission.

In view of the small sums of money involved and the additional reporting requirements, it is proposed that the Townsfield Charity be merged with the Fitz Park Trust. This would streamline and simplify accounting processes with no detriment to either charity. Trustees are asked to approve in principle the merging of the two charities, to be carried out in line with Charity Commission requirements.

2. Grant to Fitz Park from Allerdale BC

As previously reported, the Borough Council is seeking to formalise by way of an annual grant agreement the £20,000 p.a. contribution to the maintenance of Fitz Park. This contribution was agreed following removal of the concurrent grant some years ago, which was in the region of £45,000 p.a.

I have requested that this annual amount be covered by a different form of agreement which would not be subject to annual review, but have been advised by Allerdale that the only way forward is to sign an annual grant agreement (copy attached). No payment has yet been received for the current financial year and would appear to be contingent upon the signing of this agreement. Approval is therefore sought for the agreement to be signed by the Chair and Vice Chair.

3. Community Grant Award

Confirmation has finally been received of a grant of £453.56 from Cumbria County Council towards making the play area at Fitz Park more accessible. The funding will be used to enable wheelchair users to access the three zones of the play area – each one being within a low 'boundary' which wheelchair users are currently unable to access due to the raised design of the play zones to keep the loose play surface (sand and bark) in place. To achieve access three ramps will be installed to the centre meeting area. The grant will cover most of the cost of materials, with labour provided by the parks staff.

4. Allerdale Lottery

Allerdale BC is to launch a new Community Lottery designed to benefit community groups in the Borough. The Allerdale and Lakeland Lottery will be run in partnership with a company which has extensive experience of running lotteries and the first draw is due just before Christmas this

year. The focus of the lottery is on helping local good causes – for every ticket bought, supporters can choose to provide 50p towards a charity of their choice which is registered with the scheme. A further 10p goes towards other good causes in Allerdale. There is no cost to registering with the Charity as a good cause and it suggested that both Hope and Fitz Parks be registered.

LW
051120

DATED

GRANT AGREEMENT

between

ALLERDALE BOROUGH COUNCIL

and

KESWICK TOWN COUNCIL

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SCHEDULE

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THIS DEED is dated

2020

PARTIES

- (1) Allerdale Borough Council, whose principal address is at Allerdale House, Workington, Cumbria CA14 3YJ (**Funder**).
- (2) Keswick Town Council acting as a sole trustee of Fitz Park whose principal address is at 50 Main Street, Keswick, Cumbria CA12 5JS (**Recipient**).

BACKGROUND

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: the date of this Agreement.

Data Protection Legislation: all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

GDPR: General Data Protection Regulation ((EU) 2016/679).

Governing Body: the governing body of the Recipient including its directors or trustees.

Grant: the sum of £20,000 to be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31 March 2021.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Prohibited Act:

- (a) offering, giving or agreeing to give Funder any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
- (b) entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: the project described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Funder for the purposes of this Agreement.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.

2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.

2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

3. PAYMENT OF GRANT

3.1 Subject to clause 12, the Funder shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.

3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

3.4 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.

3.5 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF GRANT

4.1 The Grant shall be used by the Recipient for the delivery of the Project.

4.2 The Recipient shall not use the Grant to:

- (a) make any payment to members of its Governing Body;
- (b) purchase buildings or land; or
- (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder.

- 4.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.4 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use for purposes as agreed between the parties.
- 4.5 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

5. ACCOUNTS AND RECORDS

- 5.1 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.2 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.3 The Recipient shall provide the Funder with a copy of its annual accounts within one month (or such lesser period as the Funder may reasonably require) of any written request.
- 5.4 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

- 6.2 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.3 The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.4 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.5 The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Funder without the prior written agreement of the Funder. The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 7.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 7.5 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

7.6 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

8.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

9. CONFIDENTIALITY

9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

10.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).

10.2 The Recipient shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Funder all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Funder.

10.3 The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

11. DATA PROTECTION

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within 3 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
- (c) the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (d) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
- (e) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- (f) the Recipient provides the Funder with any materially misleading or inaccurate information;
- (g) the Recipient commits or committed a Prohibited Act;
- (h) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- (i) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (j) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- (k) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

12.2 The Funder may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Funder.

12.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

- 12.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

13. ANTI-DISCRIMINATION

- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 15.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 15.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

17.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

- 18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.
- 18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. TERMINATION

The Funder may terminate this Agreement and any Grant payments on giving the Recipient three months' written notice should it be required to do so by financial restraints or for any other reason.

20. ASSIGNMENT

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

21. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall

be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. DISPUTE RESOLUTION

- 23.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.
- 23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Funder and the senior officer of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.
- 23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

25. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

28. ENTIRE AGREEMENT

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Project

To expend the Grant for the ongoing maintenance and improve Fitz Park in Keswick to ensure:

- (a) Fitz Park remains clean, tidy and clear of rubbish;
- (b) Fitz Park remains accessible by the public for the use as a public park;
- (c) All such work is undertaken in accordance with good practice of grounds maintenance and in a manner which will cause as little disruption as possible to the users of the park.

The type of works and maintenance to Fitz Park will be determined by the Recipient in accordance with the above listed points.

Schedule 2 Payment Schedule

Amount of Grant Payable	Date of Payment
£20,000	Within 14 days of the date of this Agreement.

EXECUTED as a DEED
by the affixing of the COMMON SEAL of
Allerdale Borough Council
in the presence of:

.....
Authorised Signatory

EXECUTED as a DEED
by Keswick Town Council
acting by and under the signatures of:

.....
Name:
Role:

.....
Name:
Role:

HOPE PARK

BUDGET ESTIMATES 2021/2022 - DRAFT

			INITIAL AGREED Budget 20/21	AGREED REVISED BUDGET - COVID ADJUSTMENTS - APRIL 2020	Estimated Out Turn 20/21	DRAFT Budget 21/22
Expenditure:	Actual 18/19	Actual 19/20				
Golf Cups & tee Mats	500	500	500	500	500	500
Tools	775	469	1250	1250	1250	1250
Materials	1499	1363	1500	1500	1500	1500
Maintenance	1000	853	1500	1500	1500	1500
Repairs - Paths/fences	3000	4000	5000	0	0	5000
Repairs - Buildings	1200	1245	1300	1300	1000	1300
Repairs - Course	903	1495	1300	1300	1300	1300
Repairs - Machinery	1500	1500	2000	2000	2000	2200
Repairs - Van service/repairs	271	556	750	750	750	750
Fuel and licences	2500	2376	3000	3000	3000	3000
Plants & Compost	3900	3895	3900	2900	2900	3500
Trees and shrubs	323	373	400	400	400	800
Fertilisers	650	654	650	650	650	650
Electricity and heating oil	1205	1178	1500	750	750	1300
Water rates	222	341	300	300	400	500
Wages (Gardeners & Trainee Gardener)	35406	43514	54938	54938	54938	43500
Wages (Management)	33655	20657	23338	23338	23388	18953
Admin and on costs	21841	23490	24711	24711	24711	25000
Insurance (including Trustees Indemnity)	3874	4182	3800	3800	3800	4400
Telephone	400	215	400	400	300	350
Advertising - Including Staff Recruitment	0	187	600	600	0	600
Trade Refuse Collection	708	818	850	850	850	1020
Training costs	767	305	785	785	700	600
Workwear	812	964	1100	1100	1100	850
Equipment	400	400	400	400	400	400
Audit Fee & Accounts Preparation	750	750	800	800	800	800
Bird/squirrel feeding station	451	457	400	400	400	400
Contingency	750	1500	1500	0	0	1500
Health and Safety	596	652	800	800	800	800
Computer equipment & subscriptions	300	177	300	300	300	300
Web & Internet Costs	809	675	900	900	500	750
Tree Work & Surveys	1126	1082	2500	1500	1500	2500
Professional Fees	0	0	500	500	0	500
Signs Expense	141	333	500	500	300	400
Drainage (filling) work to fairway	395	0	1000	0	0	1000
Hire Purchase agreements - Tractor only 50%	5000	3072	1600	1600	1600	1600
Parks Van - Hire Purchase	0	4062	4100	4100	4100	4100
Wooden Footbridge Replacement	0	0	1000	0	0	1000
Climate Change costs	0	0	0	0	0	500
TOTAL EXPENDITURE:	127629	128290	151672	140422	138387	136873

			INITIAL AGREED Budget 20/21	AGREED REVISED BUDGET - COVID ADJUSTMENTS - APRIL 2020	Estimated Out Turn 20/21	DRAFT Budget 21/22
Income:	Actual 18/19	Actual 19/20				
Games - Licence to Occupy	143262		149292	74646	74646	149292
Rent for Buildings - Café, Golf Hut & Toilets	22000		22000	16500	16500	22000
Bank interest	0		0	0	0	0
Donations & Money Spinner	321		400	200	200	200
Building Fund interest	0		0	0	0	0
Bird/Squirrel Feed Station Donations	384		250	125	200	200
Keswick Lions	400		0	0	0	0
Hire of Park	550		550	0	0	550
TOTAL INCOME:	166917	0	172492	91471	91546	172242
SURPLUS/deficit	39288	-128290	20820	-48951	-46841	35369

HOPE PARK

BUDGET ESTIMATES 2021/2022 - DRAFT

	Actual 18/19	Actual 19/20	INITIAL AGREED Budget 20/21	AGREED REVISED BUDGET - COVID ADJUSTMENTS - APRIL 2020	Estimated Out Turn 20/21	DRAFT Budget 21/22	£ Inc/red Agreed 20/21 to draft 21/22	% Inc/red Agreed 20/21 to draft 21/22
Expenditure:								
Golf Cups & tee Mats	500	500	500	500	500	500	0	0
Tools	775	469	1250	1250	1250	1250	0	0
Materials	1499	1363	1500	1500	1500	1500	0	0
Maintenance	1000	853	1500	1500	1500	1500	0	0
Repairs - Paths/fences	3000	4000	5000	0	0	5000	0	0
Repairs - Buildings	1200	1245	1300	1300	1000	1300	0	0
Repairs - Course	903	1495	1300	1300	1300	1300	0	0
Repairs - Machinery	1500	1500	2000	2000	2000	2200	200	10
Repairs - Van service/repairs	271	556	750	750	750	750	0	0
Fuel and licences	2500	2376	3000	3000	3000	3000	0	0
Plants & Compost	3900	3895	3900	2900	2900	3500	-400	-10
Trees and shrubs	323	373	400	400	400	800	400	100
Fertilisers	650	654	650	650	650	650	0	0
Electricity and heating oil	1205	1178	1500	750	750	1300	-200	-13
Water rates	222	341	300	300	400	500	200	67
Wages (Gardeners & Trainee Gardener)	35408	43514	54938	54938	54938	43500	-11438	-21
Wages (Management)	33655	20657	23338	23338	23388	18953	-4385	-19
Admin and on costs	21841	23490	24711	24711	24711	25000	289	1
Insurance (including Trustees Indemnity)	3874	4182	3800	3800	3800	4400	600	16
Telephone	400	215	400	400	300	350	-50	-13
Advertising - Including Staff Recruitment	0	187	600	600	0	600	0	0
Trade Refuse Collection	708	818	850	850	850	1020	170	20
Training costs	767	305	785	785	700	600	-185	-24
Workwear	812	964	1100	1100	1100	850	-250	-23
Equipment	400	400	400	400	400	400	0	0
Audit Fee & Accounts Preparation	750	750	800	800	800	800	0	0
Bird/squirrel feeding station	451	457	400	400	400	400	0	0
Contingency	750	1500	1500	0	0	1500	0	0
Health and Safety	596	652	800	800	800	800	0	0
Computer equipment & subscriptions	300	177	300	300	300	300	0	0
Web & Internet Costs	809	675	900	900	500	750	-150	-17
Tree Work & Surveys	1126	1082	2500	1500	1500	2500	0	0
Professional Fees	0	0	500	500	0	500	0	0
Signs Expense	141	333	500	500	300	400	-100	-20
Drainage (filling) work to fairway	395	0	1000	0	0	1000	0	0
Hire Purchase agreements - Tractor only 50%	5000	3072	1600	1600	1600	1600	0	0
Parks Van - Hire Purchase	0	4062	4100	4100	4100	4100	0	0
Wooden Footbridge Replacement	0	0	1000	0	0	1000	0	0
Climate Change costs	0	0	0	0	0	500	500	0
TOTAL EXPENDITURE:	127629	128290	151672	140422	138387	136873	-14799	-9.76

	Actual 18/19	Actual 19/20	INITIAL AGREED Budget 20/21	AGREED REVISED BUDGET - COVID ADJUSTMENTS - APRIL 2020	Estimated Out Turn 20/21	DRAFT Budget 21/22	£ Inc/red Agreed 20/21 to draft 21/22	% Inc/red Agreed 20/21 to draft 21/22
Income:								
Games - Licence to Occupy	143262		149292	74646	74646	149292	0	0
Rent for Buildings - Café, Golf Hut & Toilets	22000		22000	16500	16500	22000	0	0
Bank interest	0		0	0	0	0	0	0
Donations & Money Spinner	321		400	200	200	200	-200	-50
Building Fund interest	0		0	0	0	0	0	0
Bird/Squirrel Feed Station Donations	384		250	125	200	200	-50	-20
Keswick Lions	400		0	0	0	0	0	0
Hire of Park	550		550	0	0	550	0	0
TOTAL INCOME:	166917	0	172492	91471	91546	172242	-250	-0.14
SURPLUS/deficit	39288	-128290	20820	-48951	-46841	35369	14549	69.88

FITZ PARK

BUDGET ESTIMATES 2021/2022 - DRAFT

			INITIAL AGREED Budget 20/21	AGREED REVISED BUDGET - COVID ADJUSTMENTS APRIL 2020	Estimated Out Turn 19/20	DRAFT Budget 21/22
Expenditure:	Actual 18/19	Actual 19/20				
Materials	2000	1956	2000	2000	2000	2000
Games Equipment - including CSA	200	200	200	200	200	200
Repairs - Paths, fences & walls	3000	3000	3000	0	0	3000
Repairs - Buildings	1000	707	1000	1000	1000	2000
Repairs - Greens and courts	1300	1973	2200	2200	2200	2200
Repairs & Maintenance - children's play area	4288	5755	6000	4000	4000	5000
Repairs - Bridges (Wivell & Knights)	0	0	250	250	250	250
Trade refuse	680	1311	1500	1500	1200	1770
Plants, trees & shrubs	1000	500	500	500	500	500
Fertiliser	1000	1004	1000	1000	1000	1000
Electricity	870	1265	1500	1500	1500	1500
CSA Electricity	114	129	500	500	400	500
CSA Expenditure	1319	834	1000	500	500	1000
Water Rates	312	156	400	400	400	400
Wages (Management)	33655	20656	23338	23338	23338	28060
Wages, NI & SA (Snr Gardener & Gardener & Trainee Gardener)	31950	58013	71063	71063	71063	86181
Grass cutting - outside contract	0	4958	5600	5600	5600	6500
Admin and on costs	21841	23490	24711	24711	24711	25000
Insurance	5650	5731	6000	6000	6340	6800
Advertising & Staff Recruitment	0	516	600	600	0	600
Car Park - Management Fee & Maintenance	9400	9812	8000	7000	7000	7400
Audit fee & Accounts Preparation	750	750	800	800	800	800
Tools	675	32	800	800	800	800
Health and Safety	300	302	300	300	300	300
Sinking Fund	15000	15000	15000	0	0	10000
Hygiene Contract	77	79	90	90	0	0
Signs Expense	261	253	300	300	300	300
Tree Work	3500	3500	3500	3500	3500	4000
Workwear	700	600	600	600	600	850
Contingency	2500	2075	1500	0	0	2500
Professional Fees	0	1000	0	0	0	0
Maintenance	1452	1545	1500	1500	1500	1800
BMX Track Expenditure	513	165	1000	1000	1000	1000
Bank Charges	375	451	600	600	400	600
Collection Box Upgrade - Play Area	594	0	0	0	0	200
Training	738	417	500	500	500	600
Fuel	689	908	1100	1100	1100	1100
Repairs - Machinery	846	1338	1000	1000	1000	1100
Hire purchase - RTV 100% & Tractor 50%	0	3333	3400	3400	3400	3700
Commemorative Bench Surround	0	0	1000	0	0	0
Outdoor Gym	0	0	0	0	0	150
Climate Change costs	0	0	0	0	0	1000
Total Expenditure:	148549	173714	193352	169352	168402	212661

			INITIAL AGREED Budget 20/21	AGREED REVISED BUDGET - COVID ADJUSTMENTS APRIL 2020	Estimated Out Turn 19/20	DRAFT Budget 21/22
Income:	Actual 18/19	Actual 19/20				
Licence Fee - Games & Catering	0	0	0	0	0	0
Crosthwaite Road Car Park	28334	30515	28000	10000	10000	25000
Wayleaves	132	33	33	33	33	33
Insurance Reimbursements	1250	1250	1300	1300	1369	1300
Hire of Fitz Park	1868	1779	1700	700	1243	1500
Donations	227	476	300	150	150	200
Tennis Club - Licence Agreement	1250	1250	1250	1250	1250	1250
Football Club - Lease	1000	1000	1000	1000	1000	1000
Car Park Levy - Football Club	5810	9891	6500	2000	7368	6500
CSA Electricity	95	0	150	50	98	150
Play Area Donations	187	573	300	150	150	300
Bank Interest & Loyalty Reward	112	130	100	50	25	100
Gift Aid	755	0	0	0	0	0
Total Income:	41020	46897	40633	16683	22686	37333

NET EXPENDITURE DEFICIT	-107529	-126817	-152719	-152669	-145716	-175328
TOTAL TO BE PAID TO FITZ IN TWO HALVES FROM KTC WHEN PRECEPT PAID			-152719	-152669	122044	-175328

FITZ PARK

BUDGET ESTIMATES 2021/2022 - DRAFT

	Actual 18/19	Actual 19/20	INITIAL AGREED Budget 20/21	AGREED REVISED BUDGET - COVID ADJUSTMENTS - APRIL 2020	Estimated Out Turn 19/20	DRAFT Budget 21/22	£ Inc/red Agreed 20/21 to draft 21/22	% Inc/red Agreed 20/21 to draft 21/22
Expenditure:								
Materials	2000	1956	2000	2000	2000	2000	0	0.00
Games Equipment - Including CSA	200	200	200	200	200	200	0	0.00
Repairs - Paths, fences & walls	3000	3000	3000	0	0	3000	0	0.00
Repairs - Buildings	1000	707	1000	1000	1000	2000	1000	100.00
Repairs - Greens and courts	1300	1973	2200	2200	2200	2200	0	0.00
Repairs & Maintenance - children's play area	4288	5755	6000	4000	4000	5000	-1000	-16.67
Repairs - Bridges (Wivell & Knights)	0	0	250	250	250	250	0	0.00
Trade refuse	680	1311	1500	1500	1200	1770	270	18.00
Plants, trees & shrubs	1000	500	500	500	500	500	0	0.00
Fertiliser	1000	1004	1000	1000	1000	1000	0	0.00
Electricity	870	1265	1500	1500	1500	1500	0	0.00
CSA Electricity	114	129	500	500	400	500	0	0.00
CSA Expenditure	1319	834	1000	500	500	1000	0	0.00
Water Rates	312	156	400	400	400	400	0	0.00
Wages (Management)	33655	20656	23338	23338	23338	28060	4722	20.23
Wages, NI & SA (Snr Gardener & Gardener & Trainee Gardener)	31950	58013	71063	71063	71063	86181	15118	21.27
Grass cutting - outside contract	0	4958	5600	5600	5600	6500	900	0.00
Admin and on costs	21841	23490	24711	24711	24711	25000	289	1.17
Insurance	5650	5731	6000	6000	6340	6800	800	13.33
Advertising & Staff Recruitment	0	516	600	600	0	600	0	0.00
Car Park - Management Fee & Maintenance	9400	9812	8000	7000	7000	7400	-600	-7.50
Audit fee & Accounts Preparation	750	750	800	800	800	800	0	0.00
Tools	675	32	800	800	800	800	0	0.00
Health and Safety	300	302	300	300	300	300	0	0.00
Sinking Fund	15000	15000	15000	0	0	10000	-5000	-33.33
Hygiene Contract	77	79	90	90	0	0	-90	-100.00
Signs Expense	261	253	300	300	300	300	0	0.00
Tree Work	3500	3500	3500	3500	3500	4000	500	14.29
Workwear	700	600	600	600	600	850	250	41.67
Contingency	2500	2075	1500	0	0	2500	1000	66.67
Professional Fees	0	1000	0	0	0	0	0	0.00
Maintenance	1452	1545	1500	1500	1500	1800	300	20.00
BMX Track Expenditure	513	165	1000	1000	1000	1000	0	0.00
Bank Charges	375	451	600	600	400	600	0	0.00
Collection Box Upgrade - Play Area	594	0	0	0	0	200	200	0.00
Training	738	417	500	500	500	600	100	20.00
Fuel	689	908	1100	1100	1100	1100	0	0.00
Repairs - Machinery	846	1338	1000	1000	1000	1100	100	10.00
Hire purchase - RTV 100% & Tractor 50%	0	3333	3400	3400	3400	3700	300	8.82
Commemorative Bench Surround	0	0	1000	0	0	0	-1000	-100.00
Outdoor Gym	0	0	0	0	0	150	150	0.00
Climate Change costs	0	0	0	0	0	1000	1000	0.00
Total Expenditure:	148549	173714	193352	169352	168402	212661	19309	9.99

	Actual 18/19	Actual 19/20	INITIAL AGREED Budget 20/21	AGREED REVISED BUDGET - COVID ADJUSTMENTS - APRIL 2020	Estimated Out Turn 19/20	DRAFT Budget 21/22	£ Inc/red Agreed 20/21 to draft 21/22	% Inc/red Agreed 20/21 to draft 21/22
Income:								
Licence Fee - Games & Catering	0	0	0	0	0	0	0	0
Crosthwaite Road Car Park	28334	30515	28000	10000	10000	25000	-3000	-10.7
Wayleaves	132	33	33	33	33	33	0	0
Insurance Reimbursements	1250	1250	1300	1300	1369	1300	0	0
Hire of Fitz Park	1863	1779	1700	700	1243	1500	-200	-12
Donations	227	476	300	150	150	200	-100	-33.33
Tennis Club - Licence Agreement	1250	1250	1250	1250	1250	1250	0	0
Football Club - Lease	1000	1000	1000	1000	1000	1000	0	0
Car Park Levy - Football Club	5810	9891	6500	2000	7368	6500	0	0
CSA Electricity	95	0	150	50	98	150	0	0
Play Area Donations	187	573	300	150	150	300	0	0
Bank Interest & Loyalty Reward	112	130	100	50	25	100	0	0
Gift Aid	755	0	0	0	0	0	0	0
Total Income:	41020	46897	40633	16683	22686	37333	-3300	8.12

NET EXPENDITURE DEFICIT	-107529	-126817	-152719	-152669	-145716	-175328	-22609	14.80
TOTAL TO BE PAID TO FITZ IN TWO HALVES FROM KTC WHEN PRECEPT PAID			-152719	-152669	122044	-175328		

HOPE PARK

Budget 1st April 2020 to 31st March 2021

Budget Summary as at 30th September 2020

2nd Quarter

Expenditure:	AGREED REVISED Budget for 20/21 (Covid Adjustments - April 2020)	Expenditure to 30.09.20	% of budget spent
Golf Cups & tee Mats	500	78	15.60
Tools	1250	343	27.44
Materials	1500	370	24.67
Maintenance	1500	0	0.00
Repairs - Paths/fences	0	0	0.00
Repairs - Buildings	1300	535	41.15
Repairs - Course	1300	938	72.15
Repairs - Machinery	2000	297	14.85
Repairs - Van service/repairs	750	0	0.00
Fuel and licences	3000	955	31.83
Plants & Compost	2900	652	22.48
Trees and shrubs	400	0	0.00
Fertilisers	650	186	28.62
Electricity and heating oil	750	244	32.53
Water rates	300	250	83.33
Wages (Gardeners & Trainee Gardener)	54938	22447	40.86
Wages (Management)	23338	10755	46.08
Admin and on costs	24711	11405	46.15
Insurance	3800	3029	79.71
Telephone	400	121	30.25
Advertising - Including Staff Recruitment	600	0	0.00
Trade Refuse Collection	850	290	34.12
Training costs	785	0	0.00
Workwear	1100	369	33.55
Equipment	400	0	0.00
Audit Fee & Accounts Preparation	800	0	0.00
Bird/squirrel feeding station	400	52	13.00
Contingency	0	0	0.00
Health and Safety	800	210	26.25
Computer equipment	300	204	68.00
Web & Internet Costs	900	175	19.44
Tree Work & Surveys	1500	0	0.00
Professional Fees	500	0	0.00
Signs Expense	500	0	0.00
Drainage (filling) work to fairway	0	0	0.00
Hire Purchase agreements - Tractor only 50% 19/20	1600	768	48.00
Parks Van - Hire Purchase	4100	2031	49.54
Wooden Footbridge Replacement	0	0	0.00
TOTAL EXPENDITURE:	140422	56704	40.38

Income:	AGREED REVISED Budget for 20/21 (Covid Adjustments - April 2020)	Actual Income to 30.09.20	% of budget Income
Games Licence to Occupy	74646	59160	79.25
Rent for Buildings - Café, Golf Hut & Toilets	16500	14142	85.71
Bank interest	0	0	0.00
Donations & Money Spinner	200	115	57.50
Building Fund interest	0	0	0.00
Bird/Squirrel Feed Station Donations	125	161	128.80
Hire of Park	0	0	0.00
Recharge to Fitz Park - RTV 100% & Tractor 50%	0	1053	0.00
TOTAL INCOME:	91471	74631	81.59

SURPLUS/deficit	-48951	17927
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FITZ PARK

1st April 2020 - 31st March 2021

Budget Summary as at 30th September 2020

2nd Quarter

	AGREED REVISED Budget for 20/21 (Covid Adjustments April 2020)	Expenditure to 30.09.20	% of budget spent
Expenditure:			
Materials	2000	381	19.05
Games Equipment - Including CSA	200	165	82.50
Repairs - Paths, fences & walls	0	0	0.00
Repairs - Buildings	1000	593	59.30
Repairs - Greens and courts	2200	2166	98.45
Repairs & Maintenance - children's play area	4000	295	7.38
Repairs - Bridges (Wivell & Knights)	250	0	0.00
Trade refuse	1500	442	29.47
Plants, trees & shrubs	500	345	69.00
Fertiliser	1000	388	38.80
Electricity	1500	198	13.20
CSA Electricity	500	44	8.80
CSA Expenditure	500	110	22.00
Water Rates	400	229	57.25
Wages (Management)	23338	10459	44.82
Wages, NI & SA (Gardener & Maintenance)	71063	32665	45.97
Grass cutting - outside contract	5600	4299	76.77
Admin and on costs	24711	11405	46.15
Insurance	6000	6340	105.67
Advertising & Staff Recruitment	600	0	0.00
Car Park - Management Fee & Maintenance	7000	2910	41.57
Audit fee & Accounts Preparation	800	310	38.75
Tools	800	630	78.75
Health and Safety	300	88	29.33
Sinking Fund - TRANSFER NOT MADE AS AGREED 2020	15000	0	0.00
Hygiene Contract	90	0	0.00
Signs Expense	300	0	0.00
Tree Work	3500	1400	40.00
Workwear	600	525	87.50
Contingency	0	0	0.00
Maintenance	1500	455	30.33
BMX Track Expenditure	1000	75	7.50
Bank Charges from July 2016	600	34	5.67
Training	500	0	0.00
Fuel	1100	413	37.55
Repairs - Machinery	1000	285	28.50
Hire purchase - RTV 100% & Tractor 50%	3400	1666	49.00
Commemorative Bench Surround	0	0	0.00
Total Expenditure:	184352	79315	43.02

To be used for
upgrade

	AGREED REVISED Budget for 20/21 (Covid Adjustments April 2020)	Income to 30.09.20	% of budget income
Income:			
Licence Fee - Games & Catering	0	0	0.00
Car park income	10000	8149	81.49
Wayleaves	33	33	100.00
Insurance Reimbursements	1300	1369	105.31
Hire of Fitz Park	700	1243	177.57
Donations	150	70	46.67
Tennis Club - Licence Agreement	1250	1250	100.00
Football Club - Lease	1000	0	0.00
Car Park Levy - Football Club	2000	7368	368.40
CSA Electricity	50	98	196.00
Play Area Donations	150	56	37.33
Bank Interest & Loyalty Reward from July 2016	50	5	10.00
Gift Aid	0	0	0.00
Grant from Keswick Town Council*	132719	76360	57.54
Grant from Allerdale Borough Council*	20000	0	0.00
*(to cover deficit of £152,719)			
Total Income:	169402	96001	56.67

NET SURPLUS/DEFICIT	-14950	16686
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