



DUSTON PARISH COUNCIL

Parish Office
Duston Community Centre
Pendle Road
NORTHAMPTON
NN5 6DT

Tel: 01604 583626
Email: office@duston-pc.gov.uk
Web: www.duston-pc.gov.uk
Twitter: @Duston_PC
Facebook: @DustonPC

FULL COUNCIL

30th August 2019

Dear Councillor,

You are hereby summoned to a meeting of Duston Parish Council in Duston Community Centre, Pendle Road, Duston, NN5 6DT on **Thursday 5th September 6:30pm** when the following business will be transacted.

AGENDA

57. To receive apologies for absence

58. To receive and approve the minutes of the meeting held on Thursday 4th July 2019 - (APPENDIX A)

59. To receive declarations of interest under the Council's Code of Conduct related to business on the agenda (Members should disclose any interests in the business to be discussed and are reminded that the disclosure of a Disclosable Pecuniary Interest will require that the member withdraws from the meeting room during the transaction of that item of business).

60. Public Participation Session

(Persons wishing to address Council may register their intention to do so at the above address by telephone or email by 12 noon on the day of the meeting and may speak for a maximum of 3 minutes).

61. Police Report

- To receive the Police Report for the last period (APPENDIX B).

62. Planning Committee Update

- To receive a report in the form of the minutes of the Planning Committee meetings of 18th July and 15th August 2019 and note the decisions made (APPENDIX C).

63 . Bank Reconciliations

- To review bank reconciliations for April 2019 (APPENDIX D)
- To review bank reconciliations for May 2019 (APPENDIX E)
- To review bank reconciliations for June 2019 (APPENDIX F)
- To review bank reconciliations for July 2019 (APPENDIX G)

64. Invoices for Approval

- To approve invoices for April 2019 (APPENDIX H)
- To approve invoices for May 2019 (APPENDIX I)
- To approve invoices for June 2019 (APPENDIX J)
- To approve invoices for July 2019 (APPENDIX K)

65. Annual Appraisal of the Clerk/RFO

- To note the completion of the Clerk/RFO's annual appraisal

66. Review of Staffing

- To delegate responsibility to the Clerk to review staffing arrangements and make any necessary changes in line with current council policies, budgets and employment legislation.

67. Duston Fun Day 2020

- To approve 28th June as the date for Duston Fun Day 2020

68. Report of the Estate Management Fees Working Party

- To receive the report of the Estate Management Fees Working Party (APPENDIX L)
- To consider the recommendations contained within the report

69. Duston Old Peoples Welfare Association

- To consider ways in which Duston Parish Council may be able to assist DOPWA.

70. Affordable Housing

- To discuss the issue of affordable housing

71. Section 106 Money

- To discuss Section 106 money

72. Play Equipment

- To discuss play equipment

73. Public Benches

- To discuss the purchase and location of public benches

74. Future Events

- To discuss ideas for possible future events

Justin Gleich
Signed on original
Clerk to Duston Parish Council



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FULL COUNCIL

MINUTES 4th July 2019

CHAIRMAN: Councillor J Caswell, in the Chair

PRESENT: Cllrs Pepper, Huffadine-Smith, Pape, Maitland, Bottwood

IN ATTENDANCE:

Gary Youens – Deputy Parish Clerk

35. To receive apologies for absence

Cllrs Ingram, Golby, Clarke, Enright-King

**36. To receive and approve the minutes of the meeting held on Thursday 6th June 2019 –
(Appendix A)**

It was RESOLVED:

- The minutes of the previous meeting were approved and the Chairman authorised to sign the same (APPENDIX A).

37. To receive declarations of interest under the Council's Code of Conduct related to business on the agenda

- Cllr Huffadine-Smith declared a non-pecuniary interest in Item 42 b

38. Public participation session

None

39. Police Report

It was RESOLVED:

- Council noted the Police Report for the last period.

40. Planning Committee Update

It was RESOLVED:

- Council noted the report from the Planning Committee and the decisions made (APPENDIX C).

41. Report of the Internal Controls Councillor

It was RESOLVED:

- To accept the report from the Internal Controls Councillor (Appendix D)

42. Grants

It was RESOLVED:

- a) Not to approve the Grant Application from Duston Library but instead offer to pay the invoice.
- b) Not to approve the Grant Application from Duston & Upton Parish Church.
- c) To approve the Grant Application from Boys Brigade (originally presented to Council on 6th June 2019).

43. Grafton Way Play Equipment

It was RESOLVED:

To approve the replacement and refurbishment of play equipment at Grafton Way Park (APPENDIX F).

44. Commemorative Benches

It was RESOLVED:

- a) To replace the bus stop bench on Weggs Farm Road with a butterfly commemorative bench.
- b) To place a Happy to Chat plaque in the Rose Garden.

45. Ward Structure and Number of Parish Councillors

It was RESOLVED:

- To further consider this once the Community Governance Review has been completed by Northampton Borough Council.

DRAFT

PC 717 Sarah WHITEHEAD
 PCSO 7140 Lee SHELTON
 PCSO 7088 Victoria WAKELING



Northamptonshire Police
 Northampton Neighbourhood Policing Team
 Mereway Fire & Police Station
 MEREWAY
 Northampton
 NN4 8BW

Telephone: 101

Follow us on Twitter:  @NptonPolice @PC717Sazzles

Monday 5th August 2019

Duston Parish Council police report.

Ladies and Gents,

Crime Figures – July 2019.

	Burglary Dwelling	Burglary Non Dwelling	Criminal Damage	Vehicle Crime	Other Offences
New Duston	1	2	2	4	23
Old Duston	0	2	2	6	36
Ryehill	0	1	2	0	11

The 'other offence' figures cover reports such as domestic incidents and all violent crime offences, all theft offences, public order, harassment, breach of court orders, on-going anti-social behaviour investigations, action fraud, drugs possession, drunk & disorderly and stalking.

Northamptonshire Neighbourhood Alert is a free messaging service that allows Northamptonshire Police, Neighbourhood Watch and other partner organisations to keep you informed about issues on your area that are relevant to you. Once you've signed up, you'll receive information about crime and suspicious activity where you live or work – helping to prevent and detect crime and anti-social behaviour.

For more information and to sign up, visit:
www.northamptonshireneighbourhoodalert.co.uk

Our team's #BlueButterfly key messages are:

- **We all have the right to feel safe, all of the time.**
- **We can talk with someone about anything, even if it feels awful or small.**
- **We all have a responsibility to respect the rights of others to feel safe.**

We would ask that all adults work alongside us, respecting and reinforcing these simple messages to both young and older residents.

Northamptonshire Police – Fighting crime, protecting people.

CRIMESTOPPERS 0800 555 111

'If you have any information about an offence you can contact the independent crime-fighting charity Crimestoppers anonymously on the above number or through their anonymous online form at www.crimestoppers-uk.org. No personal details are taken, information cannot be traced or recorded and you will not go to court.'

We would ask if residents wish to report anything at all, that they call 101 for non-emergencies or 999 for crimes in progress or life threatening situations.

Prefer to report on line? Please visit: <http://www.northants.police.uk/contact>

For those who do not wish to report incidents directly to the police, we would ask that you contact **CrimeStoppers** on **0800 555 111**.

We encourage all residents to report anti-social behaviour via 101 (whether or not you need an officer to attend) as it helps us to plan our patrols and to be in the right areas at the right time.

Anti-social behaviour isn't only caused by 'young people' – if you are affected, please do let us know.

Anti-social behaviour includes but is not limited to:

- Disruptive, noisy behaviour in otherwise quiet neighbourhoods.
- Night time noise from houses or gardens, especially between 11pm & 7am.
- Threatening, drunken or 'yobbish' behaviour.
- Vandalism, graffiti and fly-posting.
- Dealing or buying drugs on the street.
- Litter and fly-tipping rubbish.
- Aggressive begging.
- Drinking in the street.
- Setting off fireworks late at night.
- Abandoning cars on the street.

General parking issues were decriminalised some years ago. All but obstruction offences are now dealt with by the County Council – please visit their website for further guidance or advice:
<http://www.northamptonshire.gov.uk/en/councilservices/Transport/parking>

Follow us on Twitter -  **@NptonPolice @PC717Sazzles** - for regular updates specific to Duston & Upton and / or general crime prevention advice.

Kind regards, Sarah © (PC 717 WHITEHEAD).

Northamptonshire Police – Fighting crime, protecting people.

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PLANNING COMMITTEE

MINUTES 18th JULY 2019

CHAIRMAN OF COMMITTEE: Cllr Pepper, in the Chair

PRESENT: Cllrs Maitland, Clarke

IN ATTENDANCE:

Gary Youens – Deputy Parish Clerk

6. To receive apologies for absence

Cllrs Ingram, Pape, Huffadine-Smith

7. To receive and approve the minutes of the meeting held on 20th June 2019 -

It was RESOLVED:

- Approve the minutes of the previous meeting and the Chairman authorised to sign the same (APPENDIX A).

8. To receive declarations of interest under the Council's Code of Conduct related to business on the agenda

None

9. Public participation session

None

10. Planning applications

10(a)

N/2019/0817, Princess Marina Hospital , Weedon Road, Northampton, NN5 6UH
Removal of Condition 5 of Planning Permission N/2015/0680 (Application for approval of reserved matters of planning permission 11/0041/REPWNN for the erection of 114 dwellings) to remove the need for gates

It was RESOLVED:

Comment.

Duston Parish Council would like the views of Upton Parish Council and all adjacent residents to be sought and considered before a final decision is made.

10(b)

N/2019/0800, Land To Rear Of, 170 Main Road, Duston, Northampton
New dwelling with integral garage (Amendment to Planning Application N/2018/0639)

It was RESOLVED:

Objection.

Duston Parish Council believes this proposed dwelling is over development. We would like to see the trees kept.

This application goes against what is stated in the Duston Neighbourhood Plan "H4 Smaller infill sites" (page 31).

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PLANNING COMMITTEE**MINUTES 15th AUGUST 2019**

CHAIRMAN OF COMMITTEE: Cllr Pepper, in the Chair

PRESENT: Cllrs Maitland, Pape, Huffadine-Smith

IN ATTENDANCE:

Gary Youens – Deputy Parish Clerk

11. To receive apologies for absence

Cllrs Ingram, Clarke

12. To receive and approve the minutes of the meeting held on 18th July 2019 -

It was RESOLVED:

- Approve the minutes of the previous meeting and the Chairman authorised to sign the same (APPENDIX A).

13. To receive declarations of interest under the Council's Code of Conduct related to business on the agenda

None

14. Public participation session

None

15. Planning applications

15(a)

N/2019/0559, 551 Harlestone Road, Duston, NN5 6NX

Installation of dropped kerb and crossover

It was RESOLVED:

Duston Parish Council has no comment or objection on this application.

15(b)

N/2019/0936, 10 Castle Close, Duston, NN5 6LZ

Single Storey extension together with new roof over existing conservatory to rear

It was RESOLVED:

Duston Parish Council has no comment or objection on this application.

16. Right of Way Order 2019

It was RESOLVED:

Between Points A and B there needs to be a public right of way but also wide enough to allow for vehicle access to those relevant properties. After point B it can just be a public footpath.

17. Planning Consultations

It was RESOLVED:

To defer Items 17(a), 17(b) and 17(c) to the next the Planning Committee Meeting in September.

i - In respect to backland and tandem development in gardens of existing properties, the need to avoid adverse impact on the amenity of neighbouring properties through; loss of privacy, daylight, visual intrusion by a building or structure, car parking, removal of mature vegetation or landscaping and additional traffic resulting from the development.

10(c)

N/2019/0844, 17 Larch Lane, Northampton, NN56NP

Works to roof of existing extension over top of adjoining flat roof to main roof of bungalow and relocation of front door to existing outside walls

It was RESOLVED:

Duston Parish Council has no comment or objection on this application.

Date: 23/07/2019

Duston Parish Council

Page No: 1

Time: 11:22

User: NG

Bank Reconciliation Statement as at: 30/04/2019 for Cash Book 1 Current A/c 03573680

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Barclays Community A/c 3680	30/04/2019	4	36,838.59
			<u>36,838.59</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
01/04/2019 103241 Barnett Landscapes Ltd		312.00	
11/04/2019 103245 Silly Soapy the Lady Clown		170.00	
22/03/2019 103229 1ST REACTION SECURITY LIM		33.00	
29/03/2019 103240 STAFF SALARIES		360.00	
			<u>875.00</u>
			35,963.59
<u>Receipts not Banked/Cleared (Plus)</u>			
31/03/2019		10.00	
			<u>10.00</u>
			35,973.59
		Balance per Cash Book is :-	35,973.59
		Difference is :-	0.00

MRS PHILLIPPA PAGE
 DUSTON PARISH COUNCIL
 DUSTON COMMUNITY CENTRE
 PENDLE ROAD
 NORTHAMPTON
 NN5 6DT

Your Business Current Account

At a glance

26 Apr - 02 May 2019

Date	Description	Money out £	Money in £	Balance £
26 Apr	Start Balance			30,522.69
	DD Direct Debit to British Telecom Ref: VP77309370Q04501	1,016.36		29,506.33
	Giro Direct Credit From Nph BACS Ref: Supplier Bank Deta		26.00	29,532.33
	Deposit Re 42Weedon Road 000001		231.00	29,763.33
	Deposit Re 42Weedon Road 000001		967.00	30,730.33
29 Apr	DD Direct Debit to Dbfb Ltd Ref: Tfn5Hvn	54.00		30,676.33
	DD Direct Debit to Dbfb Ltd Ref: Tfn5Hvn	288.06		30,388.27
	DD Direct Debit to Veolia ES UK Ltd Ref: 12863901	389.98		29,998.29
	Cheque Issued Ref: 103231	72.00		29,926.29
	Giro Direct Credit From Squirrels Childcar Ref: Squirrels 3574		5,562.90	35,489.19
30 Apr	Giro Direct Credit From L Eborall Ref: Smile-Lifesty 3637		39.00	35,528.19
	Giro Direct Credit From NHS Blood Transpla Ref: 2232853		1,310.40	36,838.59
1 May	DD Direct Debit to Nbc Nndr Rates Ref: 217450725	340.00		36,498.59
	DD Direct Debit to TV Licence MBP Ref: 3785257662	12.83		36,485.76
	Giro Direct Credit From Nash Emily Ref: Invoice 3314		39.00	36,524.76

Start balance	£30,522.69
Money out	£2,196.39
▶ Commission charges	£0.00
▶ Interest paid	£0.00
Money in	£48,615.30
End balance	£76,941.60

Your deposit is eligible for protection by the Financial Services Compensation Scheme.

Continued

Bank Reconciliation Statement as at: 30/04/2019 for Cash Book 2 Business Saver A/c 63253058

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Business Saver A/c 3058	30/04/2019	4	726,434.83
			<hr/> 726,434.83
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			<hr/> 0.00
			726,434.83
<u>Receipts not Banked/Cleared (Plus)</u>			
			<hr/> 0.00
			726,434.83
		Balance per Cash Book is :-	726,434.83
		Difference is :-	0.00

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Your Business Premium Account

At a glance

Date	Description	Money out £	Money in £	Balance £
4 Apr	Start Balance			496,388.83
	<input type="checkbox"/> to Account 03573680 at 20-61-51 Internet Banking	10,000.00		486,388.83
12 Apr	<input checked="" type="checkbox"/> Direct Credit From Nbc BACS Ref Supplier Bank Data		240,046.00	726,434.83
1 May	<input type="checkbox"/> to Account 03573680 at 20-61-51 Internet Banking	40,000.00		686,434.83
3 May	Balance carried forward			686,434.83
	Total Payments/Receipts	50,000.00	240,046.00	

04 Apr - 03 May 2019	
Start balance	£496,388.83
Money out	£50,000.00
Money in	£240,046.00
► Gross interest earned	£0.00
End balance	£686,434.83

Your deposit is eligible for protection by the Financial Services Compensation Scheme.

Anything wrong? If you notice any incorrect or unusual transactions, see the next page for how to get in touch with us.

Duston Parish Council

Petty cash count and reconciliation

30.4.19	Float	
	20	80.00
	10	60.00
	5	15.00
	2	
	1	8.00
	0.5	
	0.2	7.80
	0.1	2.10
	0.05	3.50
	0.02	0.02
	0.01	2.00
		<u>178.42</u> IN TIN 30.4.19

TOTAL RECEIPTS & TIN as at
178.42 30.4.19
 0.00

Reconciliation to RBS

In tin b'wd 31.3.19	224.35	
Cash received (trf from bankings sheets)		
Trf in from cash takings	110.00	
Trf in from cash takings	74.00	
	<u>408.35</u>	
Cash paid out in month	<u>229.93</u>	
= Cash in tin 30.4.19	178.42	0.00
Balance per RBS 30.4.19	<u>178.42</u>	

Petty cash expenses paid

Ref	Description	£
PC Apr 1	Top up Facilities Float	54.93
PC Apr 2	Old £10 banked	10.00
PC Mar 3	Alison Gazebo for DFD	165.00
		<u>229.93</u>

Bank Reconciliation Statement as at: 30/04/2019 for Cash Book 5 Petty Cash

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Petty Cash	30/04/2019	4	178.42
			<hr/> 178.42
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			<hr/> 0.00
			178.42
<u>Receipts not Banked/Cleared (Plus)</u>			
			<hr/> 0.00
			178.42
		Balance per Cash Book is :-	178.42
		Difference is :-	0.00

Bank Reconciliation Statement as at: 30/04/2019 for Cash Book 7 Hospitality Float

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Hospitality Float	30/04/2019	4	75.00
			<hr/> 75.00
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			<hr/> 0.00
			75.00
<u>Receipts not Banked/Cleared (Plus)</u>			
			<hr/> 0.00
			75.00
		Balance per Cash Book is :-	75.00
		Difference is :-	0.00

Bank Reconciliation Statement as at: 30/04/2019 for Cash Book 8 Facilities float

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Facilities float	30/04/2019	4	92.70
			<u>92.70</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			<u>0.00</u>
			92.70
<u>Receipts not Banked/Cleared (Plus)</u>			
			<u>0.00</u>
			92.70
		Balance per Cash Book is :-	92.70
		Difference is :-	0.00

Date: 02/08/2019

Duston Parish Council

Page No: 1

Time: 09:31

User : NG

Bank Reconciliation Statement as at: 31/05/2019 for Cash Book 1 Current A/c 03573680










<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Barclays Community A/c 3680	31/05/2019	5	54,452.37
			<u>54,452.37</u>
<u>Unpresented Cheques (Minus)</u>			<u>Amount</u>
01/05/2019 103252	Blow Motion		968.95
01/05/2019 103256	Perkins Florists		61.00
16/05/2019 103262	Lemon Workshops		300.00
16/05/2019 103264	Clubs For Young People Northa		7,861.45
16/05/2019 103273	Northants CALC		3,901.08
16/05/2019 103274	DA Heating Ltd		447.60
22/03/2019 103229	1ST REACTION SECURITY LIM		33.00
			<u>13,573.08</u>
			40,879.29
<u>Receipts not Banked/Cleared (Plus)</u>			
31/03/2019		10.00	
			<u>10.00</u>
			40,889.29
			Balance per Cash Book is :-
			40,889.29
			Difference is :-
			0.00

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Your Business Current Account

At a glance

31 May - 06 Jun 2019

Date	Description	Money out £	Money in £	Balance £
31 May	Start Balance			54,475.37
	 Cheque Issued Ref: 103265	234.00		54,241.37
	 Direct Credit From S Paget Ref: SW Rent		130.00	54,371.37
	 Direct Credit From Worldpay 2805 Ref: 09658267		66.00	54,437.37
	 Direct Credit From Morrison L Ref: XM Lesley Morrison		15.00	54,452.37
3 Jun	 Direct Debit to Public Works Loans Ref: Duston	16,349.52		38,102.85
	 Direct Debit to Aviva Pension Ref: 00117873890001	143.30		37,959.55
	 Direct Debit to Nbc Nndr Rates Ref: 217450725	340.00		37,619.55
	 Direct Debit to TV Licence MBP Ref: 3785257662	12.83		37,606.72
	 Direct Debit to Vodafone Ltd Ref: 690818276-00001	23.47		37,583.25
	 Cheque Issued Ref: 103264	7,861.45		29,721.80
	 Cheque Issued Ref: 103273	3,901.08		25,820.72
	 Direct Credit From L Eborall Ref: Smile-Lifesty 3702		26.00	25,846.72
	 Direct Credit From N Fisher Ref: Naz Fisher Invoice		98.00	25,944.72
	 Direct Credit From Favell House Day Ref: Sdf0001		422.50	26,367.22
	 Direct Credit From Worldpay 2905 Ref: 09658267		33.00	26,400.22

Start balance	£54,475.37
Money out	£30,073.32
▶ Commission charges	£56.81
▶ Interest paid	£0.00
Money in	£1,223.87
▶ Loyalty Reward	£11.37
End balance	£25,625.92

Your deposit is eligible for protection by the Financial Services Compensation Scheme.

Continued

Date: 02/08/2019

Duston Parish Council

Page No: 1

Time: 10:18

User: NG

Bank Reconciliation Statement as at: 31/05/2019 for Cash Book 2 Business Saver A/c 63253058

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Business Saver A/c 3058	31/05/2019	5	686,434.83
			<hr/> 686,434.83
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			0.00
			<hr/> 686,434.83
<u>Receipts not Banked/Cleared (Plus)</u>			
			0.00
			<hr/> 686,434.83
		Balance per Cash Book is :-	686,434.83
		Difference is :-	0.00

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Your Business Premium Account

At a glance

Date	Description	Money out £	Money in £	Balance £
4 May	Start Balance			686,434.83
3 Jun	% Interest Earned Gross For The Period 4 Mar - 2 Jun		458.58	686,893.41
3 Jun	Balance carried forward			686,893.41
	Total Payments/Receipts	0.00	458.58	

04 May - 03 Jun 2019

Start balance	£686,434.83
Money out	£0.00
Money in	£458.58
► Gross interest earned	£458.58
End balance	£686,893.41

Anything wrong? If you notice any incorrect or unusual transactions, see the next page for how to get in touch with us.

Your deposit is eligible for protection by the Financial Services Compensation Scheme.

Bank Reconciliation Statement as at: 31/05/2019 for Cash Book 5 Petty Cash

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Petty Cash	31/05/2019	5	33.69
			<u>33.69</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			<u>0.00</u>
			33.69
<u>Receipts not Banked/Cleared (Plus)</u>			
			<u>0.00</u>
			33.69
		Balance per Cash Book is :-	33.69
		Difference is :-	0.00

3.6.19	Float	
	20	
	10	10.00
	5	5.00
	2	
	1	3.00
	0.5	
	0.2	7.80
	0.1	2.20
	0.05	3.60
	0.02	
	0.01	2.09
		<u>33.69</u> IN TIN

	TOTAL RECEIPTS & TIN as at
<u>33.69</u>	31.5.19
0.00	

Reconciliation to RBS

In tin b'wd 30.4.19	178.42	
Cash received (trf from bankings sheets)		
Trf in from cash takings		
	<u>178.42</u>	
Cash paid out in month	<u>144.73</u>	
= Cash in tin 31.5.19	33.69	0.00
Balance per RBS 31.5.19	<u>33.69</u>	

Petty cash expenses paid

Ref	Description	£
PC May 1	Jones - Blooms	59.08
PC May 2	Alison DFD cloths / pens	84.60
PC May 3	Alison - lemons	1.05
		<u>144.73</u>

Bank Reconciliation Statement as at: 31/05/2019 for Cash Book 7 Hospitality Float

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Hospitality Float	31/05/2019	5	75.00
			<u>75.00</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			<u>0.00</u>
			75.00
<u>Receipts not Banked/Cleared (Plus)</u>			
			<u>0.00</u>
			75.00
		Balance per Cash Book is :-	75.00
		Difference is :-	0.00

Bank Reconciliation Statement as at: 31/05/2019 for Cash Book 8 Facilities float

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Facilities float	31/05/2019	5	1.10
			<hr/> 1.10
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			<hr/> 0.00
			1.10
<u>Receipts not Banked/Cleared (Plus)</u>			
			<hr/> 0.00
			1.10
		Balance per Cash Book is :-	1.10
		Difference is :-	0.00

Date: 05/08/2019

Duston Parish Council

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Time: 12:58

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Bank Reconciliation Statement as at: 30/06/2019 for Cash Book 1 Current A/c 03573680

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Barclays Community A/c 3680	30/06/2019	6	18,918.55
			<u>18,918.55</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
10/06/2019 103275 Office Furniture Online		747.60	
10/06/2019 103276 MAC Systems		1,053.60	
10/06/2019 103280 Natalie Green & Co		3,114.00	
10/06/2019 103286 TOP SECURITY RANGERS UK		48.00	
10/06/2019 103287 Talia Grantham		115.00	
12/06/2019 103292 Duston & Upton PCC		141.00	
19/06/2019 103296 GD SAFETY SYSTEMS		245.00	
19/06/2019 103297 Amey Community Limited		56.00	
19/06/2019 103298 Wicksteed Leisure Ltd		8,586.48	
19/06/2019 103299 BACA Safety & Workwear		240.45	
19/06/2019 103300 Solopress		35.58	
26/06/2019 103301 MAC Systems		236.05	
26/06/2019 103302 BACA Safety & Workwear		71.90	
26/06/2019 103304 Steven Thomson		210.00	
22/03/2019 103229 1ST REACTION SECURITY LIM		33.00	
			<u>14,933.66</u>
			3,984.89
<u>Receipts not Banked/Cleared (Plus)</u>			
31/03/2019		10.00	
			<u>10.00</u>
			3,994.89
		Balance per Cash Book is :-	3,994.89
		Difference is :-	0.00

MRS PHILLIPPA PAGE
 DUSTON PARISH COUNCIL
 DUSTON COMMUNITY CENTRE
 PENDLE ROAD
 NORTHAMPTON
 NN5 6DT

Your Business Current Account

At a glance

28 Jun - 04 Jul 2019

Date	Description	Money out £	Money in £	Balance £
28 Jun	Start Balance			21,661.31
	DD Direct Debit to Dbfb Ltd Ref: Tfn5Hvn	54.00		21,607.31
	DD Direct Debit to Dbfb Ltd Ref: Tfn5Hvn	289.68		21,317.63
	DD Direct Debit to Veolia ES UK Ltd Ref: 12863901	389.98		20,927.65
	 Cheque Issued Ref: 103290	1,488.00		19,439.65
	 Cheque Issued Ref: 103294	521.10		18,918.55
1 Jul	DD Direct Debit to Nbc Nndr Rates Ref: 217450725	340.00		18,578.55
	DD Direct Debit to Sse Gas Ref: 359586141	1,223.30		17,355.25
	DD Direct Debit to TV Licence MBP Ref: 3785257662	12.83		17,342.42
	DD Direct Debit to Southern Electric Ref: 908165141	1,179.27		16,163.15
	Giro Direct Credit From S Paget Ref: SW Rent		130.00	16,293.15
	Giro Direct Credit From Sedgwick T & K Ref: Kgower 310819		130.00	16,423.15
2 Jul	DD Direct Debit to Hewlett Packard in Ref: 5437814183-0984822	448.91		15,974.24
	Giro Direct Credit From Nbc BACS Ref: Supplier Bank		3,000.00	18,974.24
3 Jul	DD Direct Debit to Vodafone Ltd Ref: 690818276-00001	22.19		18,952.05
	 Direct Credit From EK-L TA T/As SW F Ref: Inv 3763 June		212.00	19,164.05

Start balance	£21,661.31
Money out	£6,112.56
► Commission charges	£0.00
► Interest paid	£0.00
Money in	£3,862.00
End balance	£19,410.75

Your deposit is eligible for protection by the Financial Services Compensation Scheme.

Continued


Bank Reconciliation Statement as at: 30/06/2019 for Cash Book 2 Business Saver A/c 63253058

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Business Saver A/c 3058	30/06/2019	6	616,893.41
			<hr/> 616,893.41
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			<hr/> 0.00
			616,893.41
<u>Receipts not Banked/Cleared (Plus)</u>			
			<hr/> 0.00
			616,893.41
		Balance per Cash Book is :-	616,893.41
		Difference is :-	0.00

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DUSTON PARISH COUNCIL
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Your Business Premium Account

At a glance

Date	Description	Money out £	Money in £	Balance £
4 Jun	Start Balance			686,893.41
12 Jun	 to Account 03573680 at 20-61-51 Internet Banking	70,000.00		616,893.41
3 Jul	Balance carried forward			616,893.41
	Total Payments/Receipts	70,000.00	0.00	

04 Jun - 03 Jul 2019

Start balance	£686,893.41
Money out	£70,000.00
Money in	£0.00
▶ Gross interest earned	£0.00
End balance	£616,893.41

Anything wrong? If you notice any incorrect or unusual transactions, see the next page for how to get in touch with us.

Your deposit is eligible for protection by the Financial Services Compensation Scheme.

2.7.19	Float	
	20	
	10	10.00
	5	5.00
	2	
	1	2.00
	0.5	0.50
	0.2	6.40
	0.1	2.10
	0.05	3.95
	0.02	0.02
	0.01	2.07
		<u>32.04</u> IN TIN

	TOTAL RECEIPTS & TIN as at
32.04	30.6.19
0.00	

Reconciliation to RBS

In tin b'wd 31.5.19	33.69	
Cash received (trf from bankings sheets)		
Trf in from cash takings	180.00	
Bargain shop income	100.00	
	<u>313.69</u>	
Cash paid out in month	281.65	
= Cash in tin 30.6.19	32.04	0.00
Balance per RBS 30.6.19	<u>32.04</u>	

Petty cash expenses paid

Ref	Description	£
PC Jun 1	Bloom photos	28.74
PC Jun 2	Bloom protfolio photos	20.98
PC Jun 3	Trf to facilities float	100.00
PC Jun 4	Bloom troughs	104.88
PC Jun 5	Refreshments DFD	27.05
		<u>281.65</u>

Bank Reconciliation Statement as at: 30/06/2019 for Cash Book 5. Petty Cash

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Petty Cash	30/06/2019	6	32.04
			<hr/> 32.04
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			0.00
			<hr/> 32.04
<u>Receipts not Banked/Cleared (Plus)</u>			
			0.00
			<hr/> 32.04
		Balance per Cash Book is :-	32.04
		Difference is :-	0.00

Bank Reconciliation Statement as at: 30/06/2019 for Cash Book 7 Hospitality Float

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Hospitality Float	30/06/2019	6	75.00
			<hr/> 75.00
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			<hr/> 0.00
			75.00
<u>Receipts not Banked/Cleared (Plus)</u>			
			<hr/> 0.00
			75.00
		Balance per Cash Book is :-	75.00
		Difference is :-	0.00


Date: 27/08/2019
 Time: 15:15

Duston Parish Council

Page No: 1
 User: NG

Bank Reconciliation Statement as at: 31/07/2019 for Cash Book 1 Current A/c 03573680

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Barclays Community A/c 3680	31/07/2019	7	49,732.78
			<u>49,732.78</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
10/07/2019 103323	Mark Arrowsmith	180.00	
10/07/2019 103327	Natalie Green & Co	2,340.00	
10/07/2019 103329	Grants Construction & Home So	336.00	
25/07/2019 103331	Clubs For Young People Northa	7,861.45	
25/07/2019 103332	TOP SECURITY RANGERS UK	48.00	
25/07/2019 103333	Strata Consulting Solutions Lt	500.00	
25/07/2019 103334	Northants CALC	91.00	
25/07/2019 103336	J & S Potter Ltd	312.00	
25/07/2019 103337	Broxap Limited	670.68	
25/07/2019 103338	GJ Catering	96.00	
25/07/2019 103339	Survey Monkey	384.00	
25/07/2019 103340	11th Npton Boys Brigade	900.00	
22/03/2019 103229	1ST REACTION SECURITY LIM	33.00	
			<u>13,752.13</u>
			35,980.65
<u>Receipts not Banked/Cleared (Plus)</u>			
29/07/2019		10.00	
			<u>10.00</u>
			35,990.65
		Balance per Cash Book is :-	35,990.65
		Difference is :-	0.00

Date	Description	Money out £	Money in £	Balance £
Balance brought forward from previous page				49,394.78
31 Jul	Giro Direct Credit From L Eborall Ref: Smile-Lifesty 3813		65.00	49,459.78
	Giro Direct Credit From Worldpay 2607 Ref: 09658267		273.00	49,732.78
1 Aug	DD Direct Debit to Nbc Nndr Rates Ref: 217450725	340.00		49,392.78
	DD Direct Debit to TV Licence MBP Ref: 3785257662	11.50		49,381.28
	DD Direct Debit to Vodafone Ltd Ref: 690818276-00001	23.23		49,358.05
	 Cheque Issued Ref: 103339	384.00		48,974.05
	Giro Direct Credit From Gayna Brown Scho Ref: 3784		39.00	49,013.05
	Giro Direct Credit From Fave!! House Day Ref: Sdr0001		422.50	49,435.55
	Giro Direct Credit From Worldpay 2907 Ref: 09658267		10.00	49,445.55
1 Aug	Balance carried forward			49,445.55
Total Payments/Receipts		15,078.67	2,725.78	

Anything wrong? If you notice any incorrect or unusual transactions, see the next page for how to get in touch with us.

Bank of England Base Rate Information

Rate effective from 02 Aug 2018 was 0.750%

Contract of the ...

Item	Description	Quantity	Unit Price	Total
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Bank Reconciliation Statement as at: 31/07/2019 for Cash Book 2 Business Saver A/c 63253058

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Business Saver A/c 3058	31/07/2019	7	546,893.41
			546,893.41
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			0.00
			546,893.41
<u>Receipts not Banked/Cleared (Plus)</u>			
			0.00
			546,893.41
		Balance per Cash Book is :-	546,893.41
		Difference is :-	0.00

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Your Business Premium Account

At a glance

Date	Description	Money out £	Money in £	Balance £
4 Jul	Start Balance			616,893.41
10 Jul	 to Account 03573680 at 20-61-51 Internet Banking	70,000.00		546,893.41
2 Aug	Balance carried forward			546,893.41
	Total Payments/Receipts	70,000.00	0.00	

04 Jul - 02 Aug 2019

Start balance	£616,893.41
Money out	£70,000.00
Money in	£0.00
▶ Gross interest earned	£0.00
End balance	£546,893.41

Anything wrong? If you notice any incorrect or unusual transactions, see the next page for how to get in touch with us.

Your deposit is eligible for protection by the Financial Services Compensation Scheme.

Bank Reconciliation Statement as at: 31/07/2019 for Cash Book 5 Petty Cash

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Petty Cash	31/07/2019	7	185.02
			<u>185.02</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			0.00
			<u>185.02</u>
<u>Receipts not Banked/Cleared (Plus)</u>			
			0.00
			<u>185.02</u>
		Balance per Cash Book is :-	185.02
		Difference is :-	0.00

Duston Parish Council

Petty cash count and reconciliation

31.7.19	Float	
	20	120.00
	10	40.00
	5	
	2	2.00
	1	10.00
	0.5	
	0.2	5.00
	0.1	2.10
	0.05	3.90
	0.02	
	0.01	2.02
		<u>185.02</u> IN TIN

TOTAL RECEIPTS & TIN as at
185.02 31.7.19
 0.00

Reconciliation to RBS

In tin b'wd 30.6.19	32.04	
Cash received (trf from bankings sheets)		
Trf in from cash takings	80.00	
Trf in from cash takings	180.00	
	<u>292.04</u>	
Cash paid out in month	<u>107.02</u>	
= Cash in tin 31.7.19	185.02	0.00
Balance per RBS 31.7.19	<u>185.02</u>	

Petty cash expenses paid

Ref	Description	£
PC Jul 1	Stamps	9.80
PC Jul 2	Transfer to facilities float GY	7.00
PC Jul 3	AG Stationery	8.11
PC Jul 4	Top up Pete's float	82.11
		<u>107.02</u>

Bank Reconciliation Statement as at: 31/07/2019 for Cash Book 7 Hospitality Float

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Hospitality Float	31/07/2019	7	75.00
			<hr/> 75.00
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			<hr/> 0.00
			75.00
<u>Receipts not Banked/Cleared (Plus)</u>			
			<hr/> 0.00
			75.00
		Balance per Cash Book is :-	75.00
		Difference is :-	0.00

Bank Reconciliation Statement as at: 31/07/2019 for Cash Book 8 Facilities float

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Facilities float	31/07/2019	7	94.50
			<u>94.50</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
			<u>0.00</u>
			94.50
<u>Receipts not Banked/Cleared (Plus)</u>			
			<u>0.00</u>
			94.50
		Balance per Cash Book is :-	94.50
		Difference is :-	0.00

Date: 23/07/2019

Duston Parish Council

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Cash Book 1

User : NG

Current A/c 03573680

For Month No : 1

Payments for Month 1

Nominal Ledger

Date	Payee Name	Cheque	£ Total Amnt	£ Creditors	£ V A T	A/c Centre	£ Amount	Transaction Detail
01/04/2019	Southern Electric	SSEDD	2,922.85	2,922.85		500		SSE St Lukes Gas 5/12 - 13/3
01/04/2019	Southern Electric	SSEDD2	3,281.90	3,281.90		500		SSE St Lukes elec 5.12.18-13.3
01/04/2019	Barnett Landscapes Ltd	103241	312.00	312.00		500		Barnett - landscape maint
01/04/2019	Bee Tee Alarms Ltd	103242	3,222.16	3,222.16		500		Bee Tee Maint 31.5.19-30.5.20
01/04/2019	Northampton Borough Council	NBC	342.00	342.00		500		NBC Rates DCC 19/20
01/04/2019	TV Licensing	TVDDAPR	12.83	12.83		500		TVAPR19/TV Licensing
02/04/2019	Vodafone	VODAFON	19.45	19.45		500		B4-345680280/Vodafon
03/04/2019	Bookers Cash & Carry	BOOKERS	35.97	35.97		500		0329343/Bookers Cash & Carry
03/04/2019	Hewlett Packard	HPDD	448.91	448.91		500		HP photocopier 1/4/19-30/6/19
03/04/2019	Super Cool Central	103243	156.00	156.00		500		K6002/Super Cool Central maint
03/04/2019	SRCL Ltd	103244	78.00	78.00		500		0001326389/SRCL Ltd
04/04/2019	Barclays	BARCLAY	68.61	68.61		500		CHGMAR19/Barclay
08/04/2019	Allstar	ALLSTAR	54.00	54.00		500		FUEL18/3/19/Allstar
08/04/2019	EDENRED	EDEN	363.58	363.58		500		IN192429528/EDEN
08/04/2019	HMRC PAYE & NI	HMRC	5,809.83	5,809.83		500		HMRCMAR19/HMRC PAYE & NI
08/04/2019	Employers & School Admin - NCC	LGSS	5,043.44	5,043.44		500		LGSSMAR19/Employers & School A
10/04/2019	AVIVA	AVIVA	41.00	41.00		500		Aviva Pension Charge
11/04/2019	Silly Soapy the Lady Clown	103245	170.00	170.00		500		Silly Soapy the Lady DFD
11/04/2019	Strictly Tables and Chairs	103246	822.00	822.00		500		Strictly Tables 20 tables
11/04/2019	Complete Ground Management	103247	1,391.00	1,391.00		500		Complete GM - grounds maint
11/04/2019	Evac+Chair International Ltd	103248	108.00	108.00		500		Purchase Ledger
11/04/2019	Grants Construction & Home Sol	103249	1,008.00	1,008.00		500		Grants, hang fire doors
11/04/2019	Alison Grantham (Staff)	103250	125.96	125.96		500		RBL event
15/04/2019	Anglian Water	AWDD	3,904.52	3,904.52		500		8058934428/Anglia Water
17/04/2019	Bookers Cash & Carry	BOOKER	61.12	61.12		500		0181016/Bookers Cash & Carry
18/04/2019	EDENRED	EDENRED	363.58	363.58		500		IN194112814/EDEN
18/04/2019	HMRC PAYE & NI	HMRCFEB	5,121.56	5,121.56		500		HMRCFEB19/HMRC PAYE & NI
18/04/2019	Employers & School Admin - NCC	LGSSFEB	5,049.63	5,049.63		500		LGSSFEB19/Employers & School A

Date: 23/07/2019

Duston Parish Council

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Cash Book 1

User : NG

Current A/c 03573680

For Month No : 1

Payments for Month 1

Nominal Ledger

<u>Date</u>	<u>Payee Name</u>	<u>Cheque</u>	<u>£ Total Amnt</u>	<u>£ Creditors</u>	<u>£ V A T</u>	<u>A/c Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
23/04/2019	Southern Electric	SSEDD23/4	1,395.27	1,395.27		500		921715335/0019/So Electr
23/04/2019	Worldpay (UK) Ltd	WORLDDPA	27.09	27.09		500		55520793/Worldpay (UK) Ltd
25/04/2019	STAFF SALARIES	SALAPR19	14,107.11	14,107.11		500		SALAPR19/STAFF SALARIES
25/04/2019	Facilities float	Cafe	74.00			200	74.00	Trf from cash received
25/04/2019	Petty Cash	Trf	110.00			200	110.00	Trf from cash received
26/04/2019	British Telecommunications	BTAPRDD	1,016.36	1,016.36		500		Q045CU/British Telecommunicati
29/04/2019	Database for Business Ltd	DBFBDD	54.00	54.00		500		INV- X624099/Database for Busin
29/04/2019	Veolia ES (UK) Ltd	VEOLIADD	389.98	389.98		500		RCO1105887/Veolia ES (UK) Ltd
29/04/2019	Database for Business Ltd	DBFBAPRD	288.06	288.06		500		DBFBAPR/Database for Business
Total Payments for Month			57,799.77	57,615.77	0.00		184.00	
Balance Carried Fwd			35,973.59					
Cash Book Totals			93,773.36	57,615.77	0.00		36,157.59	

Date: 02/08/2019

Duston Parish Council

Page No: 332

Time: 09:32

Cash Book 1

User : NG

Current A/c 03573680

For Month No : 2

Payments for Month 2

Nominal Ledger

<u>Date</u>	<u>Payee Name</u>	<u>Cheque</u>	<u>£ Total Amnt</u>	<u>£ Creditors</u>	<u>£ V A T</u>	<u>A/c Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
01/05/2019	Blow Motion	103252	968.95	968.95		500		Blow Motion 6 hand dryers
01/05/2019	Bee Tee Alarms Ltd	103253	105.00	105.00		500		Bee Tee Alarms
01/05/2019	ESPO	103254	663.54	663.54		500		ESPO cleaning materials
01/05/2019	Stannah Lift Services Ltd	103255	250.70	250.70		500		P060193652/Stanna Lift Servic
01/05/2019	Perkins Florists	103256	61.00	61.00		500		23142/Perkins Florists
01/05/2019	1ST REACTION SECURITY	103257	300.00	300.00		500		1st Reaction Keyholding May 20
01/05/2019	Northampton Borough Council	nbcdd	340.00	340.00		500		NBC Rates DCC 19/20
01/05/2019	TV Licensing	tvdd	12.83	12.83		500		TVMAY19/TV Licensing
02/05/2019	Vodafone	vodafonef	23.16	23.16		500		B4-351771729/Vodafon
03/05/2019	AVIVA	AVIVADD	143.30	143.30		500		AVIVAAPR19/AVIV
03/05/2019	HMRC VAT	VAT	906.12			105	906.12	HMRC VAT
07/05/2019	Allstar	ALLSTAR	57.27	57.27		500		E2011135264/Allsta
09/05/2019	AVIVA	AVIVADD2	41.00	41.00		500		Aviva Pension Charge
09/05/2019	Barclays	BARCDD	86.77	86.77		500		CHGBARC/Barclays
09/05/2019	Facilities float	TRF	80.00			200	80.00	Trf from cash recd to PC
10/05/2019	PWL St Lukes	PWL	8,482.50			4500 102	8,482.50	PWL St Lukes
16/05/2019	Hadland Chartered Surveyors	103258	900.00	900.00		500		Hadlands Nursery rent report
16/05/2019	Funding Solutions for Educatio	103259	180.00	180.00		500		FSE Duston School Folder adver
16/05/2019	Travis Perkins Trading Co Ltd	103260	211.65	211.65		500		Travis - platform steps
16/05/2019	Came & Company	103261	370.00	370.00		500		Came Engineering & Const insur
16/05/2019	Lemon Workshops	103262	300.00	300.00		500		Lemon Workshops DFD
16/05/2019	P B Electrical Services	103263	822.00	822.00		500		PB Elec replace lights cafe
16/05/2019	Clubs For Young People Northam	103264	7,861.45	7,861.45		500		Clubs for Young Apr-June 19
16/05/2019	TOP SECURITY RANGERS UK	103265	234.00	234.00		500		INV-70849/TOP SECURITY RANGERS
16/05/2019	K & J Hird Ltd	103266	72.00	72.00		500		K&J Hird windows
16/05/2019	Complete Ground Management	103267	238.00	238.00		500		Purchase Ledger
16/05/2019	Barnett Landscapes Ltd	103268	168.00	168.00		500		Barnett landscape maint April
16/05/2019	ESPO	103269	94.80	94.80		500		ESPO Scre
16/05/2019	SRCL Ltd	103270	117.00	117.00		500		0001339998/SRCL Ltd
16/05/2019	Bee Tee Alarms Ltd	103271	96.00	96.00		500		Bee Tee Alarms call

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Duston Parish Council

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User : NG

Current A/c 03573680

For Month No : 2

Payments for Month 2

Nominal Ledger

Date	Payee Name	Cheque	£ Total Amnt	£ Creditors	£ V A T	A/c Centre	£ Amount	Transaction Detail
16/05/2019	Natalie Green & Co	103272	2,381.00	2,381.00		500		out N Green accountancy payroll Feb
16/05/2019	Northants CALC	103273	3,901.08	3,901.08		500		NCalc fees 19/20
16/05/2019	DA Heating Ltd	103274	447.60	447.60		500		DA Heating water heater room 1
17/05/2019	EDENRED	EDENRED	365.64	365.64		500		IN198061563/EDEN
17/05/2019	HMRC PAYE & NI	HMRCDD	4,916.05	4,916.05		500		HMRCAPR19/HMRC PAYE & NI
17/05/2019	Employers & School Admin - NCC	LGSS	5,335.10	5,335.10		500		LGSSAPR19/Emplc & School A
21/05/2019	Worldpay (UK) Ltd	WORLDDPA	25.08	25.08		500		59670479/Worldpay (UK) Ltd
24/05/2019	Cathedral Leasing Ltd	CATHEDRA	28.32	28.32		500		VI/1161948/Cathedr Leasing L
24/05/2019	STAFF SALARIES	SALARIES	13,988.99	13,988.99		500		SALARIESMAY19/S SALARIES
24/05/2019	Southern Electric	SSEDD	1,303.16	1,303.16		500		92175335/0020/Sou Electri
28/05/2019	Veolia ES (UK) Ltd	VEOLIA	448.97	448.97		500		RCO1107404/Veolia ES (UK) Ltd
29/05/2019	Database for Business Ltd	DBFB1	54.00	54.00		500		INV- X624338/Database for Busin
29/05/2019	Database for Business Ltd	DBFB2	286.90	286.90		500		1118612/Database for Business
Total Payments for Month			57,668.93	48,200.31	0.00		9,468.62	
Balance Carried Fwd			40,889.29					
Cash Book Totals			98,558.22	48,200.31	0.00		50,357.91	

Date: 05/08/2019

Duston Parish Council

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Cash Book 1

User: NG

Current A/c 03573680

For Month No: 3

Payments for Month 3

Nominal Ledger

Date	Payee Name	Cheque	£ Total Amnt	£ Creditors	£ V A T	A/c Centre	£ Amount	Transaction Detail
03/06/2019	PWL DCC	PWL3.6.19	16,349.52			4500 101	16,349.52	PWL DCC
03/06/2019	AVIVA	Aviva	143.30	143.30		500		AVIVAMAY19/AVI
03/06/2019	Northampton Borough Council	NBC	340.00	340.00		500		NBC Rates DCC 19/20
03/06/2019	TV Licensing	TV	12.83	12.83		500		TVJUN19/TV Licensing
03/06/2019	Vodafone	Vodafone	23.47	23.47		500		B4- 357883366/Vodafon
04/06/2019	Anglian Water	AW	642.26	642.26		500		Anglian Water 7.2.19-6.5.19
04/06/2019	Barclays	BARC	56.81	56.81		500		BARCMAY19/Barcl
07/06/2019	Allstar	ALLSTAR	43.55	43.55		500		1511187341/Allstar
10/06/2019	Office Furniture Online	103275	747.60	747.60		500		Purchase Ledger
10/06/2019	MAC Systems	103276	1,053.60	1,053.60		500		SG23259/MAC Systems
10/06/2019	DJ Lynton	103277	200.00	200.00		500		00856/DJ Lynton
10/06/2019	Complete Ground Management	103278	1,548.00	1,548.00		500		CGM Errington Park May 19
10/06/2019	Wings Events Ltd	103279	1,912.80	1,912.80		500		Wings Marquee DFD balance
10/06/2019	Natalie Green & Co	103280	3,114.00	3,114.00		500		5661/Natalie Green & Co
10/06/2019	EASIserv.Com	103281	297.00	297.00		500		Easiserve banner DFD
10/06/2019	BACA Safety & Workwear	103282	437.71	437.71		500		BACA traffic cones & various
10/06/2019	Stage Right Productions	103283	1,050.00	1,050.00		500		515/Stage Right Productions
10/06/2019	Grafton (Northampton) Ltd	103284	294.00	294.00		500		Grafton DFD posters
10/06/2019	ESPO	103285	531.29	531.29		500		5252847/ESPO
10/06/2019	TOP SECURITY RANGERS UK	103286	48.00	48.00		500		Top security alarm activation
10/06/2019	Talia Grantham	103287	115.00	115.00		500		Talia Grantham artwork
10/06/2019	Barnett Landscapes Ltd	103288	168.00	168.00		500		Barnett - May Landscape maint
10/06/2019	2commune Limited	103290	1,488.00	1,488.00		500		2Commune website
10/06/2019	SRCL Ltd	103291	78.00	78.00		500		0001350506/SRCL Ltd
10/06/2019	AVIVA	AVIVA	41.00	41.00		500		Aviva Pension Charge
12/06/2019	Wicksteed Leisure Ltd	103293	8,586.48	8,586.48		500		Wicksteed repaint unit - disct
12/06/2019	Amberol Ltd	103294	521.10	521.10		500		Amberol Planter
12/06/2019	Amberol Ltd	103295	357.00	357.00		500		Amberol Baskets
12/06/2019	Duston & Upton PCC	103292	141.00			4081 203	141.00	Duston & Upton PCC- grant
12/06/2019	Bookers Cash & Carry	BOOKER	393.81	393.81		500		Bookers
13/06/2019	PWL DCC	PWL13.6.1	16,214.12			4500 101	16,214.12	PWL DCC

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Payments for Month 3

Nominal Ledger

Date	Payee Name	Cheque	£ Total Amnt	£ Creditors	£ V A T	A/c Centre	£ Amount	Transaction Detail
13/06/2019	EDENRED	EDEN	365.64	365.64		500		IN200060865/EDEN
13/06/2019	HMRC PAYE & NI	HMRC	5,139.27	5,139.27		500		HMRCMAY19/HMR(PAYE & NI
13/06/2019	HMRC PAYE & NI	HMRC2	0.43	0.43		500		Purchase Ledger
13/06/2019	Employers & School Admin - NCC	LGSS	5,335.10	5,335.10		500		LGSSMAY19/Empl & School A
14/06/2019	Cathedral Leasing Ltd	CATHEDRA	468.00	468.00		500		VI/1161948/Cathedr Leasing L
19/06/2019	Petty Cash	Petty cash	180.00			200	180.00	Trf cash recd to PC
19/06/2019	GD SAFETY SYSTEMS	103296	245.00	245.00		500		3404/GD SAFETY SYSTEMS
19/06/2019	Amey Community Limited	103297	56.00	56.00		500		Amey Trade Waste
19/06/2019	Wicksteed Leisure Ltd	103298	8,586.48	8,586.48		500		Purchase Ledger
19/06/2019	BACA Safety & Workwear	103299	240.45	240.45		500		BACA Signs
19/06/2019	Solopress	103300	35.58	35.58		500		Solopress magnetic signs
20/06/2019	Worldpay (UK) Ltd	WORLDPA	29.72	29.72		500		645151410/Worldpa (UK) Ltd
21/06/2019	Anglian Water	aw	274.38	274.38		500		Water 4.3.19-6.6.19
24/06/2019	PWL STL/Sports Centre	PWL24.6.1	19,162.51			4500 103	5,873.37	PWL STL/Sports Centre
						4500 103	6,100.01	PWL STL/Sports Centre
						4500 102	7,189.13	PWL STL/Sports Centre
24/06/2019	Southern Electric	SSE	1,147.72	1,147.72		500		SSE - 1.5.19-31.5.19
25/06/2019	STAFF SALARIES	Salaries	14,168.48	14,168.48		500		SALSJUN19/STAFF SALARIES
26/06/2019	MAC Systems	103301	236.05	236.05		500		MAC - fault on access system
26/06/2019	BACA Safety & Workwear	103302	71.90	71.90		500		BACA clothing
26/06/2019	Steven Thomson	103304	210.00	210.00		500		1991/Steven Thomson
28/06/2019	Database for Business Ltd	dbfb	289.68	289.68		500		1118806/Database for Business
28/06/2019	Database for Business Ltd	DBFD	54.00	54.00		500		INV- X624634/Database for Busin
28/06/2019	Veolia ES (UK) Ltd	VEOLIA	389.98	389.98		500		RCO1108949/Veolia ES (UK) Ltd
30/06/2019	Facilities float	Trf FF	100.00			200	100.00	Trf cash rec'd to FF
Total Payments for Month			113,735.62	61,588.47	0.00		52,147.15	
Balance Carried Fwd			3,994.89					
Cash Book Totals			117,730.51	61,588.47	0.00		56,142.04	

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Duston Parish Council

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Cash Book 1

User : NG

Current A/c 03573680

For Month No : 4

Payments for Month 4

Nominal Ledger

Date	Payee Name	Cheque	£ Total Amnt	£ Creditors	£ V A T	A/c Centre	£ Amount	Transaction Detail
01/07/2019	Northampton Borough Council	NBC DD	340.00	340.00		500		NBC Rates DCC 19/20
01/07/2019	Southern Electric	SSE	1,223.30	1,223.30		500		SSE Gas 14.3.19- 11.6.19
01/07/2019	Southern Electric	SSE 1/7/19	1,179.27	1,179.27		500		SSE Elec St L 14.3.19-11.6.19
01/07/2019	TV Licensing	TVjul19	12.83	12.83		500		TVJUL19/TV Licensing
01/07/2019	Cancel Dinshun deposit	DINSHUN	10.00			565	10.00	Cancel Dinshun dep (pd in full)
02/07/2019	Hewlett Packard	HP	448.91	448.91		500		400900984822/Hew Packard
03/07/2019	Vodafone	Vodafone	22.19	22.19		500		B4- 363993348/Vodafon
04/07/2019	Amberol Ltd	103305	192.00	192.00		500		Amberol wall brackets Bloom
04/07/2019	Travis Perkins Trading Co Ltd	103306	363.85	363.85		500		Travis Perkins various
04/07/2019	SRCL Ltd	103307	78.00	78.00		500		SRCL waste
04/07/2019	Stolen Mojo	103308	360.00	360.00		500		Stolen Mojo band DFD
04/07/2019	Hadland Chartered Surveyors	103309	720.00	720.00		500		Hadland rent review
04/07/2019	Northants CALC	103310	72.00	72.00		500		NCalc S Maitld Code of Conduct
04/07/2019	I & P Griffith	103312	120.00	120.00		500		0833/I & P Griffith
04/07/2019	Lindum Fire Services Ltd	103313	142.80	142.80		500		Lindum fire inspection
04/07/2019	P B Electrical Services	103314	1,218.00	1,218.00		500		Supplies hand driers/socket
04/07/2019	The Duston Cobbler	103315	50.00	50.00		500		Cobbler, plaques Bloom
04/07/2019	Smarter Security Solutions Ltd	103316	1,704.00	1,704.00		500		SSS Ltd CCTV System
04/07/2019	Solopress	103317	35.58	35.58		500		Van magnetic signs
04/07/2019	A Frost	103318	340.00	340.00		500		Frost replacement window
04/07/2019	AVIVA	Aviva	143.30	143.30		500		AVIVAJUN19/AVIV
05/07/2019	Barclays	Barclays	82.79	82.79		500		BARCJUN19/Barcla
08/07/2019	Allstar	Allstar	57.24	57.24		500		E2011383385/Allsta
10/07/2019	Travis Perkins Trading Co Ltd	103319	6.46	6.46		500		Travis- gravel
10/07/2019	Complete Ground Management	103320	2,472.00	2,472.00		500		Purchase Ledger
10/07/2019	TOP SECURITY RANGERS UK	103321	1,224.00	1,224.00		500		TSR Security DFD
10/07/2019	Tranter Fire & Security System	103322	418.80	418.80		500		Tranter Fire maint1.8.-31.7.20
10/07/2019	Mark Arrowsmith	103323	180.00	180.00		500		Mark Arrowsmith toilets DFD
10/07/2019	Lawrence Cleaning Services Ltd	103324	360.00	360.00		500		Lawrence - clean bus shelters
10/07/2019	Barnes Building Services Ltd	103325	228.00	228.00		500		Barnes - clean up wall

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Payments for Month 4

Nominal Ledger

Date	Payee Name	Cheque	£ Total Amnt	£ Creditors	£ V A T	A/c Centre	£ Amount	Transaction Detail
10/07/2019	Perkins Florists	103326	712.75	712.75		500		Perkins - Bloom plants etc
10/07/2019	Natalie Green & Co	103327	2,340.00	2,340.00		500		N Green , May and AGAR
10/07/2019	I & P Griffith	103328	250.00	250.00		500		Griffith, sand and paint gates
10/07/2019	Grants Construction & Home Sol	103329	336.00	336.00		500		Grants Const, hanging baskets
10/07/2019	Complete Ground Management	103330	1,422.00	1,422.00		500		Complete GM Bloom works
10/07/2019	AVIVA	Aviva10/7/	41.00	41.00		500		Aviva Pension Charge
10/07/2019	EDENRED	Edenred	776.86	776.86		500		Purchase Ledger
11/07/2019	Facilities float	Trf	100.00			200	100.00	Trf from cash rec'd
11/07/2019	Petty Cash	Trf	80.00			200	80.00	Trf cash receipts to pc
11/07/2019	Cancel Bashir duplicate	BASHIR	10.00			565	10.00	Cancel Bashir duplicate
12/07/2019	HMRC PAYE & NI	HMRC	5,204.56	5,204.56		500		HMRCJUN19/HMRC PAYE & NI
12/07/2019	Employers & School Admin - NCC	LGSS	5,388.13	5,388.13		500		LGSSJUN19/Emplo: & School A
19/07/2019	Southern Electric	SSE22/7	1,107.14	1,107.14		500		SSE - Electricity 1.6 30.6.19
19/07/2019	Worldpay (UK) Ltd	Worldpay	27.53	27.53		500		68291909/Worldpay (UK) Ltd
25/07/2019	Clubs For Young People Northam	103331	7,861.45	7,861.45		500		Clubs for YP Jul/Aug/Sep
25/07/2019	TOP SECURITY RANGERS UK	103332	48.00	48.00		500		TSR - Alarm activation
25/07/2019	Strata Consulting Solutions Lt	103333	500.00	500.00		500		Strata - Project Mgt Bloom
25/07/2019	Northants CALC	103334	91.00	91.00		500		NCalc D H S Chairmanship
25/07/2019	Came & Company	103335	12,012.37	12,012.37		500		Came, insurance 8.9.19-7.9.20
25/07/2019	J & S Potter Ltd	103336	312.00	312.00		500		JS Potter fence post repair
25/07/2019	Broxap Limited	103337	670.68	670.68		500		Broxap - bins
25/07/2019	GJ Catering	103338	96.00	96.00		500		GJ Catering lunch Bloom
25/07/2019	Survey Monkey	103339	384.00	384.00		500		SURVEY/Survey Monkey
25/07/2019	11th Npton Boys Brigade	103340	900.00			4081 203	900.00	11th Npton Boys Brigade
25/07/2019	STAFF SALARIES	SalariesJu	14,707.97	14,707.97		500		SALARIESJUL19/S' SALARIES
26/07/2019	Database for Business Ltd	DBFB1	54.00	54.00		500		INV- X624923/Database for Busin
26/07/2019	Database for Business Ltd	DBFB2	286.20	286.20		500		1118999/Database for Business
26/07/2019	Database for Business Ltd	DBFB3	450.00	450.00		500		DBFB - material and labour

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For Month No : 4

Payments for Month 4

Nominal Ledger

<u>Date</u>	<u>Payee Name</u>	<u>Cheque</u>	<u>£ Total Amnt</u>	<u>£ Creditors</u>	<u>£ V A T</u>	<u>A/c Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
31/07/2019	Veolia ES (UK) Ltd	Veolia	372.86	372.86		500		RCO1110487/Veolia ES (UK) Ltd
31/07/2019	AVIVA	AVIVA	157.71	157.71		500		AVIVAJUL19/AVIV
31/07/2019	Petty Cash	Trf	180.00			200	180.00	Trf cash receipts to PC
Total Payments for Month			70,685.53	69,405.53	0.00		1,280.00	
Balance Carried Fwd			35,990.65					
Cash Book Totals			106,676.18	69,405.53	0.00		37,270.65	

Summary Income & Expenditure by Budget Heading 31/07/2019

Month No : 4

Cost Centre Report

		Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
102 St Lukes Community Centre	Expenditure	162,806	61,329	165,024	103,695		103,695
	Income	136,071	62,112	165,024	-102,912		
103 Duston Sports Centre	Expenditure	26,032	14,816	25,907	11,091		11,091
	Income	26,500	12,953	25,907	-12,954		
101 Duston Community Centre	Expenditure	257,049	106,136	271,912	165,776		165,776
	Income	291,450	104,826	271,912	-167,086		
201 Administration	Expenditure	121,548	42,003	126,159	84,156		84,156
	Income	116,265	63,239	126,159	-62,920		
202 Civic Expenditure	Expenditure	4,555	0	6,300	6,300		6,300
	Income	8,400	3,150	6,300	-3,150		
203 Grants	Expenditure	6,729	1,041	10,500	9,459		9,459
	Income	10,500	5,250	10,500	-5,250		
204 Communications	Expenditure	4,167	0	9,500	9,500		9,500
	Income	11,000	4,750	9,500	-4,750		
210 Planning	Expenditure	0	0	1,000	1,000		1,000
	Income	1,000	500	1,000	-500		
211 Environment	Expenditure	30,547	13,817	40,000	26,183		26,183
	Income	40,000	23,000	40,000	-17,000		
212 Parish Van	Expenditure	11,258	614	4,100	3,486		3,486
	Income	3,600	2,050	4,100	-2,050		
213 Youth	Expenditure	25,717	13,102	25,590	12,488		12,488
	Income	27,140	12,795	25,590	-12,795		
215 Events	Expenditure	7,716	11,523	12,000	477		477
	Income	4,127	6,642	12,000	-5,358		
<u>INCOME - EXPENDITURE TOTALS</u>							
	Expenditure	658,123	264,381	697,992	433,611	0	433,611
	Income	676,053	301,268	697,992	-396,724		
	Net Expenditure over Income	-17,930	-36,886	0	36,886		



DUSTON PARISH COUNCIL

Committee: Full Council
Date: Thursday 5th September 2019
Agenda Item: 68. Report of the Estate Management Fees Working Party

1. Purpose

To receive the report of the Estate Management Fees Working Party and consider the recommendations contained within the report.

2. Background

2.1 Council agreed on 4th July 2019 to allow councillors to set up a working party to investigate the issue of estate management fees, and to then report any findings and recommendations to Full Council on 5th September 2019.

2.2 A working party is an informal group set up by council to investigate a specific issue or project, which then comes to an end. They are purely advisory, and have no decision making powers.

2.3 The report has been researched and authored by members of the working party, to varying degrees, with input from a number of local residents.

2.4 The views and opinions contained within the report are not those of Duston Parish Council.

3. Recommendations

Council is recommended to:

- a. Receive the report of the Estate Management Fees Working Party (Appendix L).
- b. Consider the recommendations contained within the report.

**Report of the Estate Management
Fees Working Party
September 2019**

Contents

1. Synopsis

2. An English Person's Home is Their Castle?

Appendix 2a – A Duston Resident 1

Appendix 2b – A Duston Resident 2

Appendix 2c – A Duston Resident 3

3. From Local to National and Back

Appendix 3a – Snapshot

Appendix 3b – ARMA Advice Note: Freehold Houses on Private Estates

Appendix 3c – The Law Society

4. The Wider Picture

5. What Success Looks Like

Appendix 5a – On Becoming a Director

Appendix 5b – ERC Agreement to Proceed

Appendix 5c – Town Council Plans

6. Recommendations

1. SYNOPSIS

1 This Working Party Report opens with an account of the purchase journey that all buyers of a new-build housing development will probably go through. It is the very reason for setting up this Working Party as we have two estates of new houses in Duston where many residents have a burning sense of injustice and anger.

2 We have briefly outlined national initiatives as they impinge locally as well as setting out a layperson's understanding of Section 106 of the Town and Country Planning Act 1990. There is a discussion of how Management Companies have come to exist.

3 There are some successes, and we detail two of them here

4 Our Recommendations have been split under three main headings: Parish Council initiatives and Borough, County and proposed West Northants Council, and Central Government.

5 The Appendices to the main body of the Report are essential reading for those who wish to have a clear understanding of the many issues involved for residents, Local Authorities and Government.

2. AN ENGLISH PERSON'S HOME IS THEIR CASTLE?

The bulk of this Section is taken from the convenor of the Home Owners Rights Network, (HORNET) a closed group of 6,300 Facebook members. The paragraphs written in bold are the comments that Duston residents have expressed at various public meetings.

A Freehold house is commonly defined as

- a stand-alone house which is "free of hold",
- the owner owns the "title absolute", where
- the owner has outright ownership in perpetuity of both the house and the land upon which it stands;
- no other party has substantial control over the property or its owner;
- no other party can legally require the owner to pay an annual charge for the maintenance of adjacent land and/or adjacent facilities;

and

- where no other party can obstruct the owner's wish to sell the property or require that any sum be paid for permission to sell the property.

THE PURCHASE PATH

Marketing

Developers on the two Estates in Duston have used their advertising and other marketing materials, such as the brochures which they hand to

prospective buyers, that the houses on their new-build estates are genuine Freehold properties. Paperwork subsequently provided during the purchase process has also stated that the houses are Freehold. Only long after the traumatic move into the new property does the home-owner discover that the house they have purchased, is, in fact Freehold in name only, that in practice it is a kind of Leasehold home, and that they have been mis-sold their property.

Sales

When a prospective buyer visits a new estate not only do Sales Staff advise that the houses are Freehold, but they usually fail to make any mention of the annual service-charge which will have to be paid. Nor do they mention any of the many other covenants by which the buyer will be bound. Instead, Sales Staff quick show the prospective buyer the site's fully decorated and fully furnished "show-home"; advising the buyer that they can choose which carpets or other kind of flooring they would like to have laid before moving in; which kitchen and bathroom tiles they would prefer; which fabrics they would like to have made up into curtains or blinds; which ceiling light-fittings (lamp-shades) they would like fixed in position; whether they would like the back-garden turfed, slabbed, or barked; which other "extras" (like additional electrical or TV sockets) are desired by the buyer; and so on. So the prospective buyer is lured into forming an emotional personal attachment with "the dream home", and this has the psychological effect of making a commitment which is then difficult to break.

Conveyancing

In addition, Sales Staff will advocate the buyer use the Developer's Sales Package, which includes a "Recommended Solicitor" so that the purchase process will be quicker than otherwise, because, they say the Developer's Solicitor has already provided the local Recommended Solicitor with much

of the estate's documentation. The Recommended Solicitor can, they promise, move much more quickly than any other solicitor. Sales Staff also advise that if the prospective buyer is seriously interested in a house then they must pay a reservation fee to "secure the property". Once this fee has been paid the buyer is then usually informed that they must complete the purchase within eight weeks. I have heard that on some estates, Developers have stated that exchange of contracts must occur within four weeks of placing a deposit on the house.

One resident reported that there had been a purchaser before him for his home. Sales staff had told him that, because the buyer did not use the "Recommended Solicitor", the sale had fallen through. Our resident was led to believe that it was a negative fault of the other buyer's solicitor that caused this, rather than the solicitor giving the advice that our resident should have been given.

Pressure is put on the buyer by the Developer to proceed and complete the purchase by a very short deadline which leaves insufficient time for calm and thorough consideration of all the many details involved in such a huge purchase, and results in the buyer falling into a trap.

Many first time buyers come from families that have not bought their own homes, other than via the "Right to Buy" option, which is a seamless, worry free system operated by Local Authorities. They do not have anyone but

the solicitor who is acting for them in the purchase, to advise them on procedure etc. and if that solicitor is also acting for the Developer, then that advice must be called into question.

THE ESTATE RENT CHARGE

Throughout the purchase process of the so-called Freehold house the prospective buyers have a steady relationship with the Sales Office: calls and emails are exchanged with regard to various visits that need to be made, like viewings, inspections, and "measuring-up", and with regard to the orders for special fittings and so forth. However, if during this entire period the Sales Staff make any mention of the annual payment which will have to be made by the so-called "Freeholder", they do not refer to it by its legal and proper name, the Estate Rent Charge (ERC), but only to "a small service charge", "a little maintenance charge", or "a small estate charge".

If the prospective buyer on these two developments in Duston asked how much the ERC would be, they were advised of a minor sum, (less than £100 per year), and were given the impression that the payment was not likely to rise much above that level. If the prospective buyer asked what the charge was for, they were told things like "it's just to keep things neat and tidy", or "it's just to keep the grass looking good". Naturally, the buyer accepted what the convincing Sales Staff of a large and well-known building company told them, particularly if the buyers were first-time buyers.

A resident reported that he found out about this "service charge" when he went to his solicitor's office for the final documents to be signed. "When you are buying a house for £250,000, a hundred pounds a year is neither

here nor there," he said.

Even if a prospective buyer asks their own independent solicitor to request the Developer's solicitor to state specifically what the annual "service-charge" is to cover, the answers are much the same as those given by the Sales Staff: nothing more than sweeping, cleaning, and grass-cutting in the common parts are ever referred to. And if a prospective buyer asks such a question of their Recommended Solicitor, the Recommended Solicitor, at the very least, has a conflict of interests and is not inclined to highlight the negatives, or the "catches", which are involved in purchasing a so-called Freehold house.

The so-called Freehold house's Land Registry Transfer Document (TP1) is not seen by the buyer of a "Freehold" house until the process of purchasing that house is well underway; oftentimes that TP1 is often seen only shortly before exchange. Some buyers were told to sign and return the TP1 in haste in order to enable the sale. Consequently, much information about the exact nature of the "product" being purchased is withheld from the buyer until the purchase transaction is actually taking place. A TP1 consists of as many as thirty pages of information detailing covenants made between the Transferor (Developer) and the Transferee (the buyer).

Thus the details which are contained in a TP1, are not made freely available alongside the product (the house) when the product is first viewed, although, in contrast, the Terms and Conditions and any other relevant information regarding all other products available in the marketplace are freely and directly available for consumers to study before purchase, usually being included "in the box", amongst a product's packaging or amongst the marketing materials.

So it has to be asked why the purchase of a new-build house is the exception to this practice; why the customer is not enabled at the outset to examine exactly what the purchase will actually involve in the immediate present and in the future.

It goes without saying that this is wholly unacceptable, house-buyers should be furnished with all the important information contained in a house's TP1 before they decide to proceed with purchasing a property.

A significant proportion of residents on the Duston developments say they have never seen their "Freehold" house's TP1, or that they do not know what a TP1 is. Some who have reported not having been given a copy of their TP1 have only come by one by using the Land Registry's download service, at a charge of £7.

THE RESIDENTS' EXPERIENCE OF MANAGING AGENTS

After the buyers settle into their new homes, they receive their first communication from the Managing Agent. Generally, at no point in the purchase process are home-owners advised that an unavoidable legal relationship with a Managing Agent is to be a feature of their lives for as long as they own their "Freehold" house.

The first communication from the Managing Agent, or the first meeting called by the Managing Agent, announces the power of the Agent's role. From the outset, as Agents appointed by and answerable to the Developers, some Agents do little to disguise the extraordinary legal power which they have over the owners of so-called Freehold houses on estates. As soon as some house-owners voice concern about say specific fees they are charged, fines that are applied etc, it becomes clear that all the house-owners, regardless of their homes having been sold to them as being Freehold, are subject to the decisions, the will, and the power of the Managing Agent, who may or may not express the decisions and will of their employer, the Developer, who owns the External Common Parts (the ECPs) of the new estate.

A few years after purchase, the Developer's Agent sends the "Freehold" house-owners a significantly increased service-charge bill, and when shocked home-owners then request a breakdown the Agent replies that the charge has to cover a large number of necessary items of which the house-owner was not made aware prior to purchase, such as:-

- Managing Agent's Fee,
- Company Secretary's Fee,
- Accountancy Fees,
- Accounts Certification Fee,
- Risk Management Fee,
- Insurance Claims,
- Buildings Insurance Valuation,
- Public Liability Insurance,
- Directors and Officers Insurance,

Communal Building Insurance,
Professional Fees,
Out of Hours Emergency Service,
Garden and Grounds Maintenance,
Gate Maintenance,
General Minor Repairs,
Electricity Costs,
Electrical Repairs,
Electrical Testing,
Surface Water Filtration,
Sundries, and the Reserve Fund.

None of those items were listed in any “small print” at the time of purchase, and neither was the buyer given any indication that the costs would be so numerous and that they would escalate as the years passed.

A resident on one of Duston’s Estates said that she felt that she was still renting her home, as the restrictions put on her by the Managing Agents and the “rent” she had to pay the Agent made her feel as if she had a Landlord!

Many of these items are can be referred to as the Liabilities of an estate’s ECPs, and while such Liabilities could be transparently listed in advance of

the sales of the accommodation on an estate, other unforeseen Liabilities could not be – yet the so-called Freehold house-owner must carry the burden of such unknown Liabilities, the financial costs of those Liabilities quite often being considerable. For example, where a Developer has “cut corners” and left substandard infrastructure in the ECPs, the effects of the poor performance of that infrastructure has eventually to be paid for by the “Freehold” house-owners.

On one of Duston’s estates, for example, the Developer handed over electric gates of the Courtyard properties. The Managing Agent says it did not “know” of these gates when it accepted the contract with the Developers, and as they no longer meet the required Safety Standards, a dispute is in process regarding the solution of the problem.

This “service charge” more properly called an ERC, makes the “Freehold” house-owner a kind of Tenant. ERCs are fully allowed by The Rentcharges Act 1977, and permits the owner of the ECPs or the owner’s Managing Agent to employ harsh “remedies” if the Tenant does not pay the ERC. The Property Act 1925 means that if the Tenant hasn’t paid their ERC within 40 days of the due date, and even if a bill hasn’t been sent to the Tenant, then:

(a.) the Tenant’s house can be possessed and income taken from it until the ERC and other expenses have been paid,

and/or

(b.) a long Lease on the Tenant's house can be granted to a Trustee to recover the arrears and all sorts of expenses,

and that when the Tenant offers to pay the outstanding

ERC, the payment can be refused because the house

has already become subject to a Lease!

The "Freeholder" only has to "Google" 'footballer rentcharge 2015' to discover that the threat of possession, or the granting of a Lease on their house, is entirely legal and feasible because it has already occurred to others. The so-called Freeholder discovers that unlike Leasehold house-owners whose houses are actually titled as being Leasehold, the so-called Freeholder has no legal right to

(a) consider accounts prior to receiving demands,

(b) no right to information after charges have been demanded,

and

(c) no specific legal channel by which to challenge their annual charges.

Some owners of "Freehold" houses who fail to pay their charges on time, have been issued with a fine (£90 in the case of one of the Agents in Duston), which, if they refuse to pay, the Managing Agent advises that the fine has to be paid at some point prior to selling the house. If it isn't paid, the Managing Agent will simply refuse to release the required "Certificate of Compliance" to allow the so-called Freehold property to be sold!

All of this is entirely legal, but obviously should not apply to any house which has been marketed and sold by a Developer as a genuine Freehold property.

A Freehold house-owner can try to dispute an ERC by using the standard Small Claims procedure to put their case before a judge at a County Court (assuming that the required charge is under the current £10,000 threshold). Using the County Court procedure means that the house-owner will **not** be entitled to recover legal costs (other than limited fixed fees available under Part 45 of the Civil Procedure Rules), whereas Leaseholders avoid legal fees by having access to a specific Tribunal. The experience of "Freehold" house-owners is that Small Claims courts usually look at a Freehold house's TP1 Transfer Document, which is often vague and biased towards the Rent-Owner, and then decide that the "Freehold" house-owner must simply pay up. So "Freehold" house-owners generally have no choice at the present time but to accept and pay whatever annual "service-charges" are demanded of them by Managing Agents over whom they can exert no control.

Victims of the mis-selling of Leasehold houses as Freehold houses in the UK currently, in Law, have only two routes by which to improve their situation.

(a) They can make representations to their local Council(s) to take over the responsibilities. This can only be done, however, by agreement with the Management Company if it is operating, or with the Developers if the ECPs have not been fully handed over.

(b) Residents may try taking over ownership of the Management Company if the Memorandum and Articles of Association of the Management Company which owns those ECPs, have provision for resident-owners to take a role on the Board.. The house-owners could then

describe their houses as being “Freehold with a Share in the Freehold Ownership of the External Common Parts”. It will require a change in the Law to prevent Developers from mis-selling houses on their Estates.

A DUSTON RESIDENT COMMENTS - 1

1 Residents do not have any right to challenge the Managing Agent's expenditure. If they do, or they refuse to pay, the Managing Agent can "fine" the resident as much as £90. One Managing Agent also charges residents £24 per month for paying by Direct Debit. If these charges and/or fines are not paid, the Management Company can place a charge on the home.

2 Invoices are difficult to understand and have not been written with the intention that the home owner can see easily what has been spent, on what items/work etc. It is also difficult to see whether there are different charges according to type of dwelling, or whether everyone pays the same, regardless of number of residents in the dwelling.

3 What was said to be "only about £50 a year," has risen to nearly £200 in some cases – way beyond inflation.

4 Work often is not done and sometimes where it is done, it is not done to an acceptable standard.. Residents are generally not given a Schedule of Works, nor do they know which days the workers will be present on site. Since the Managing Agents on Duston's estates are based in Stevenage, there is no check on times of arrival/departure or of quality of work carried out. In one instance, the contractors travelled from their base in Staffordshire to Northampton to do the work; they were required to do 7 hours a week on site, but there was no reliable system put in place by the Managing Agent to check that these hours were actually worked. Residents often reported that the workers' on-site presence was only around 4-5 hours.

5 A further issue highlighted by residents is that the recruited Contractors do not work out of a local company, nor are they locally based. This means that, as in (4) above, Contractors may not work a full day as required because of travelling time. Furthermore, the benefits of employment are NOT enjoyed by Northampton/Duston residents. It seems self evident that Contractors should be locally based.

A DUSTON RESIDENT COMMENTS - 2

A INTRODUCTION

1. The overriding issue on Timken Site is the fact that David Wilson/Bellway deliberately created a commercial maintenance arrangement that benefits only the organisations that receive a considerable income from the ongoing set up and indeed continue in perpetuity. Nobody understands how the set up or arrangements on the development should work or who is responsible. Too many organisations involved (actual number unknown to residents).
2. Unfortunately planning authorities paid no attention to the proposed maintenance arrangements at the time they gave planning approval.
3. There is no Accountable Body leaving residents with no address when serious issues arise. The organisations involved are accountable to no one.
4. The Borough Council decided at its meeting in September 2018 that "practices as on the Timken Site would not be tolerated and something would be done to help existing residents". A great decision.
5. Duston Parish Council has already decided that for the next phase of the Timken Site Development the maintenance of that area will fall within the purview of the Parish Council.
6. Without one authority/body taking overall responsibility nothing will materially change and residents will remain trapped.
7. Curiously there are a number of businesses on site that do not pay maintenance charges to the managing agents!
8. For a relatively small area the Timken Site has more green areas requiring maintenance than any other developments.

B MEADFLEET (Managing Agent)

1. Appointed by David Wilson to maintain the communal green areas.
2. Their track record on site not good leading to recent removal of sub-contractors and new contract has introduced new sub-contractor from 1st June. Meadfleet admitted they do not monitor their sub-contractors attendance, or lack of attendance on site. It's the residents who do the monitoring.
3. Areas of responsibility still a matter of confusion even after several years on site.
4. Meadfleet website is a library of complaints across the country.
5. I currently pay Meadfleet £140:00 per year and get no direct benefit. My home does not overlook, back or front, the communal green areas.
6. What is very peculiar is that the residents pay Meadfleet which owns the land, to maintain their own property!

C CHAMONIX (Managing Agent)

1. Appointed by British Timken Management Company (who was in turn appointed by David Wilson) to maintain apartments and what are described as courtyards.
2. Services poor. Disagreements with residents over their record of attendance on site.
3. Costs are out of control. They unilaterally make decisions on incurring costs and simply present residents with the invoices under threat.
4. Information on invoices is meaningless to residents, in the way it is written
5. Costs have escalated by over 30% in less than two years.
6. I currently pay Chamonix £270 a year for maintaining a small grass area which none of my neighbours require. It's value is simply a car parking

area. The green area is a source of continuous contention between residents and Chamonix.

7. I also have ten immediate neighbours who pay the £270.

Conclusion.

I, along with everyone on the site pay Council Tax which includes an element for grass cutting (unspecified). On top of that I also pay a total of £410 (Chamonix and Meadfleet) for what are termed managing agents for a simple grass cutting service. When the resident charges are aggregated across the whole site it amounts to a huge sum for a relatively small area.

For anything to work on the development it requires one body to take control and responsibility. If that does not happen it is difficult to see how the Borough Council will deliver its laudatory aim to help existing residents. Furthermore residents will continue to remain without any means of having their issues seriously addressed.

A DUSTON RESIDENT COMMENTS – 3

One resident on Timken, very kindly (and efficiently) submitted the following account of Rent Charges. This resident has to pay to two Managing Agents: Meadfleet for landscaping and green space maintenance and Chamonix for hard surface maintenance, including Security Gates that have not worked, nor are scheduled for repair.

Meadfleet Charges.

MC paid via solicitors £150 security deposit on signing contract.

28/3/2014 to 31/7/2014	£41.30
1/8/2014 to 31/1/2015	£60.55
1/2/2015 to 31/7/2015	£68.90
1/8/2015. to 31/1/2016	£63.56
1/2/2016. to 31/7/2016	£66.81
1/8/2016. to 31/1/2017	£63.65
1/2/2017 to 31/7/2017	£69.77
1/8/2017. to 31/1/2018	£67.69
1/2/2018. to 31/7/2018	£77.02
1/8/2018. to 31/1/2019	£63.61

Chamonix Charges.

On signing my contract in March 2014 my solicitors paid an advance management fee of £95.37

There were no payments made to Chamonix in 2015, 2016 or first part of 2017 as they did not take over responsibility for Courtyards 2 and 3 until July 2017.

First Invoice
30/9/2017

Period covered 17/7/2017 -

No payment requested as the amount due for the period was deducted from the advance management fee paid. This left a credit of £53.04.

Second Invoice
31/3/2018. Period covered 1/10/2017 -

Amount requested £105.40 less £53.04 in credit. Paid £52.36

Third Invoice
30/9/2017. Period covered 1/10/2016 -

Chamonix invoiced residents in Courtyards 2 and 3 for a period for which they were **not responsible** nor did they provide any services. They called the charge a "deficit in the accounts".

Amount requested was £196.57. Paid 105.40.

Refused to pay the £91.17 difference as no justification or evidence produced.

Fourth Invoice
30/9/2018 Period covered 1/4/2018 -

Amount requested £105.40. Paid 105.40.

Fifth Invoice
31/3/2019 Period covered 1/10/2018 -

Amount requested £226.17. Paid £135.00.

Difference is the deficit charge.

Sixth Invoice
30/9/2019 Period covered 1/4/2019 -

Amount requested £259.83. Paid £135.00.

Difference is the deficit charge & £56.83 for the infamous gates.

3. FROM LOCAL TO NATIONAL AND BACK

1. Management Companies were set up in the early 2000s, at a time of relative austerity in Britain, when Central Government reduced financial support for local Government and restricted Local Authorities from raising the precept.
2. Scholar's Grange and the Timken sites were set up under the Government-promoted and now-defunct West Northants Development Corporation.
- 3 Northampton Borough Council passed the following resolution in September 2018:

This Council recognises the concerns of residents and Parish Councils in areas where management companies are responsible for open space and other amenities. Council resolves to support residents and Parish Councils in resolving their concerns.

This Council also resolves to make clear that it, too, has significant concerns regarding the establishment of management companies to manage open space and other facilities on new housing developments in the Borough of Northampton, rather than them being formally adopted.

While resisting management companies, this council will encourage developers to consider all the alternatives available for managing the facilities on new developments in the Borough and Northampton growth area, including seeking for developments to be adopted with sufficient resources to ensure that the maintenance of these pieces of land is fully funded.

- 4 The Rt Hon Helen Goodman, MP for Bishop Auckland sponsored a 10 Minute Rule Bill in (14th) November 2018 in the House of Commons to make " provision for the regulation of fees charged by management companies to freeholders of residential properties; to make provision for self-management of shared facilities by such freeholders; to require management companies to ensure shared facilities are of an adequate standard; and for connected purposes." Brexit has taken much of

Parliamentary time and so this Bill has stalled and is still waiting to be allotted time for its passage through the Houses.

5 Association of Residential Managing Agents Ltrd (ARMA) published an Advice Note on Freehold Houses on Private Estates in 2014. This early document gave good basic information for its time.

6 The Law Society in March 2019 launched a Freehold Enquiry Document (FME1) which it commends to solicitors to obtain the information often not declared to home owners. It is not compulsory and it comes quite late in the Purchase Journey – at the time when Searches are generally made, immediately prior to purchase.

7 i The Competition and Markets Authority (CMA), chaired by Lord Andrew Tyrie was, in the Summer of 2019, investigating the possible mis-selling of houses on new estates where Management Companies had been set up. Owners of such properties were invited to send in their submissions.

7 ii The Social Media group, Home Owners Rights Network – known as HorNET – publicised the Inquiry and produced a “model” email to send in to demand Government to:

(a) condemn Developers’ mis-selling of genuine Freehold homes that are essentially leasehold houses on estates, and to condemn all misrepresentations made in Developers’ marketing materials and during interaction conducted by Sales Office staff at the point of sale

(b) require or recommend that Developers, as well as Estate Agents and any other parties connected with the advertising or sale of properties, be penalised heavily when such misrepresentation is shown to have occurred.

(c) enact legislation to ensure that the first action which Developer’s Sales Staff are legally obliged to hand to

prospective customers when they express their first interest in purchasing a property.

(d) to require that TP1s

- be written in plain English (rather than legalese);
- be officially approved by a central authority charged with ensuring that all TP1s are complete, transparent, and easily comprehensible before they can be used;
- must include a list of all of the items and Liabilities which are to be paid for by way of any annual service-charge; and must contain substantial sections setting out whatever legal obligations and ramifications exist under the Rentcharge Act and/or other legislation pertinent to the covenants of the TP1.

(e) make it illegal for Developers to make any recommendation whatsoever concerning firms of solicitors to prospective buyers to use when purchasing Developers' properties.

8 There was hopeful news posted via YouTube (23rd July) when James Brokenshire, responding to Helen Goodman, said that he would be willing to see "that inappropriate or unfair practices are properly investigated and properly responded to. And so, if she would be willing to share with me the details of the complaints that she has received from her constituents, I would be very happy to look into this further for her"

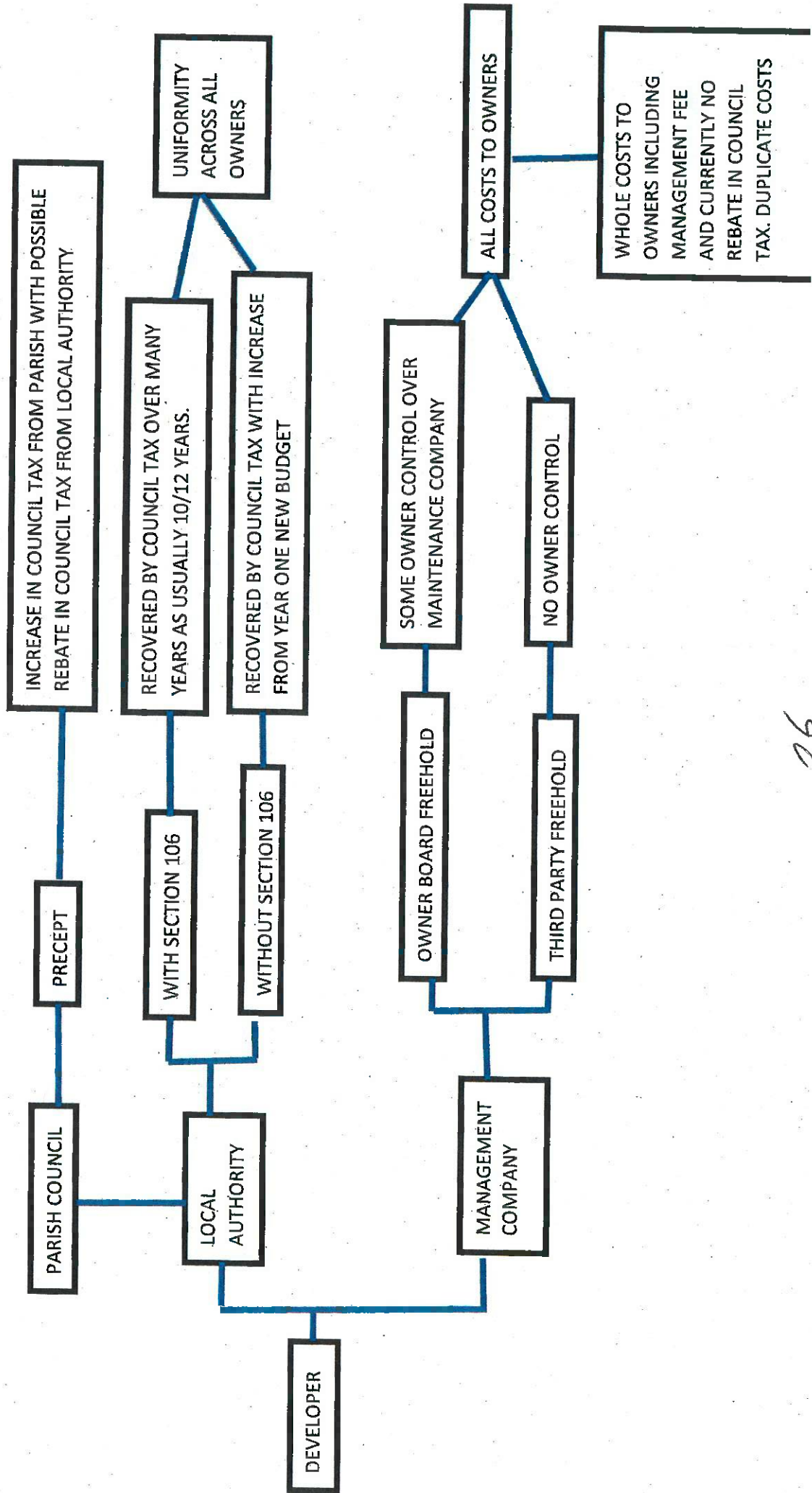
9 The new Housing and Local Government Secretary, MP for Newark, Robert Jenrick, had been reported in the Newark Advertiser on 13th July to have promised "to make progress in a campaign for housing law reform" after meeting constituents in Fernwood Parish Council.

10 Over the last 18 months one of our Councillors has been working with two sets of residents who have been caught up in the Management Company situation and this has led to Duston Parish Council agreeing to

set up a Working Party to investigate possible ways of improving the situation.

392 On a Monday, city to investigate possible ways of improving the
situation

SNAPSHOT OF CURRENT OPTIONS FOR DEVELOPERS.



EXTRACTS FROM “ADVICE NOTE. FREEHOLD HOUSES ON PRIVATE ESTATES” produced by the Association of Residential Managing Agents Ltd (ARMA)

When freeholders buy their house the Deed of Transfer will contain a clause requiring them to pay towards the cost of maintaining the communal areas. A well written deed will also set out exactly what items the freeholder must pay for; what proportion of the total costs they should pay; the dates the payments should be made on; and whether annual statements of account will be provided.

A Residents' Management Company is set up to take ownership of the communal areas after the Developers have left the site. Each freeholder becomes a member of that company and has the right to have a say on how the communal areas are kept by becoming company directors of the Residents' Management Company.

It is now common for the Residents' Management Company to employ a Managing Agent to carry out the maintenance and other services. The Managing Agent's contract is with the Residents' Management Company and is therefore accountable to the company's directors; it has no legal contract with the individual freeholders. The Agent will normally prepare a budget to be approved by the directors; send out invoices; organise contracts (gardening for example); deal with repairs; and prepare accounts for the directors at the end of each financial year

Service, Estate and Maintenance Charges are all the same thing. Confusingly, lawyers and managing agents use different names for the charges paid by freeholders. The most common term is “service charge”; the same as payments made by leaseholders of flats. Although freeholders may be paying for exactly the same services as leaseholders, there's an important legal distinction between the two payments. The Government has passed a number of Acts of Parliament giving rights and protection to leasehold flat owners, which unfortunately don't apply to freeholders.

Resident-owners should complain to the managing agent in the first instance, if one's been appointed. If the agent is a member of ARMA then owners have a right to complain to an independent ombudsman — all ARMA members must be signed up to an independent ombudsman

scheme Since the managing agent reports to, and takes instructions from, the directors of the management company, they may not be at fault if the agent is following lawful instructions.

If you're unhappy with what a Management Company is doing, then you should make a complaint to the directors in the first instance. If you're still not happy, you should seek to remove the directors or raise a motion to change matters at the company's annual general meeting, if you're a member. If you're unhappy with a management company that's not made up of the residents, then you and your neighbours can collectively approach the company and ask them to sell you the freehold of the communal areas. This will allow you to take over responsibility, but there's no right in law for freeholders to do this; it's a matter of negotiation between both parties.

FREEHOLD MANAGEMENT ENQUIRIES

FME1

Property:		[Post Code:
Seller:		

These enquiries are asked on behalf of buyers. The Seller should only respond to these enquiries if they are the Rentcharge Owner, Management Company or the Managing Agent or are the appointed representative for any of them. It is assumed the legal representatives of the parties have read the relevant Transfer.

TERM	DEFINITION
Service Charge	The amount payable either as the result of the operation of enfranchisement through the Leasehold Reform Act 1967 or the Leasehold Reform Housing and Urban Development Act 1993 or by the terms of the Transfer and as is permitted under the Rentcharges Act 1977 which can be summarised as being either (a) a nominal fixed amount required to make the covenants by the Transferee (and their successors in title) in the Transfer enforceable by the Rentcharge Owner or (b) the amount payable by an Owner as a contribution to the costs of services, repairs, maintenance, insurance, improvements or costs of management etc. as set out in the Transfer. This is sometimes known as a variable rentcharge or service charge.
Estimated Service charge	The amount calculated by the Management Company or Rentcharge Owner under the terms of the Transfer as representing a payment on account of the Service charge for the current financial year where the actual Service charge will not be known until publication of the relevant year end Service charge or rentcharge accounts.
Leasehold Owners	The owners of long residential or commercial leases with rights to use the Managed Areas.
Managed Area	The communal areas or facilities managed by or on behalf of the Rentcharge Owner and/or Management Company under the terms of the Transfer. Managed Areas are sometimes also called common parts.
Management Company	A management company referred to in the Transfer, a Right to Manage Company or Residents Management Company, authorised to provide services and administer the terms of the Transfer either directly or through Managing Agents.
Managing Agent	A person or organisation which acts on behalf of the Management Company or Rentcharge Owner [within their terms of reference, subject to any legal restrictions].
Property	The property known by the above address, including any land and outbuildings owned by the Seller.
Owners	The owners of properties entitled to use the Managed Area.
Rentcharge Owner	The person to whom the Service charge is payable under the terms of the Transfer and who may be required to provide services and administer the terms of the Transfer either directly or through a Managing Agent.

Reserve Fund

A fund collected from the Owners which allows the build-up of monies to pay for repairs and the replacement of major items (such as electric entrance gates) or to equalise cyclical expenditure (such as external decoration), avoiding excessive peaks in the Service charge. Reference to Reserve Fund includes any sinking fund or replacement fund.

Transfer

The deed under which the covenants and restrictions were created for the management and operation of Managed Areas and any Management Company required by the Transfer, in the case of subsequent ownership, the Deed of Covenant binding the Owner as if they were party to the Transfer.

Please complete the information requested. It is important that the incoming Owner is fully aware of their obligations so the information given must be as accurate as possible. If there is insufficient space, continue on a separate sheet.

SECTION 1: CONTACT DETAILS		<i>Complete the details for the relevant parties or cross through if not applicable. If there are more parties involved, provide details on a separate sheet. If applicable, state the redress scheme to which you belong.</i>	
1.1 Rentcharge Owner		1.2	Management Company
Name Address		Name Address	
Telephone Email Redress Scheme		Telephone Email Redress Scheme	
1.3 Managing Agent		1.4	Legal Representative of one of the above
Name Address		Name Address	
Telephone Email Redress Scheme		Telephone Email Appointed by:	<input type="checkbox"/> Management Company <input type="checkbox"/> Rentcharge <input type="checkbox"/> Other Owner

1.5 Who accepts service of the Notice of Transfer & Charge?

Tick the box beside each party and state the total fee including VAT for notice of transfer and charge.

<input type="checkbox"/> Rentcharge Owner	£ _____
<input type="checkbox"/> Management Company	£ _____
<input type="checkbox"/> Managing Agent	£ _____
<input type="checkbox"/> Legal Representative	£ _____
<input type="checkbox"/> Other	£ _____

If other, provide contact details for service:

Name	<input type="text"/>
Address	<input type="text"/>
Telephone	<input type="text"/>
Email	<input type="text"/>
Capacity (e.g. Management Company's lawyer)	<input type="text"/>

- 1.6 Who collects the Service charge?
 Rentcharge Owner Management Company Managing Agent N/A
- 1.7 Who deals with the day to day maintenance of the Managed Area?
 Rentcharge Owner Management Company Managing Agent N/A
- 1.8 Who organises and administers the insurance for the Managed Areas?
 Rentcharge Owner Management Company Managing Agent N/A

SECTION 2: TRANSFER & REGISTRATION

- 2.1 Is a Deed of Covenant required? Yes No Not Known
- 2.1.1 If Yes, confirm the costs applicable to the Deed including VAT £ _____
- 2.2 Are you aware of consent having been given to any alterations or additions to the Property? Yes No N/A
- 2.2.1 If Yes, provide details and copies of any consent:
- 2.3 Is the incoming Owner required to take a share in, or become a member of, the Management Company? Yes No
- 2.3.1 If Yes, provide details of the procedure and fees:
- 2.4 What is the procedure and cost for obtaining a certificate in accordance with a restriction in the Proprietorship Register at the Land Registry, if applicable?

SECTION 3: SERVICE CHARGE

- 3.1 What is the annual Service charge payable by this Property? *NB This should include payments which you describe as service charges or similar.* £ _____
If there is also a 'fixed' Rentcharge, please confirm the amount and explain why.
- 3.2 Is the Service charge paid up-to-date? Yes No
- 3.2.1 If No, supply details of the arrears:

3.3 What period is covered by the last demand?

From: ___ / ___ / ___ To: ___ / ___ / ___

3.4 How many properties contribute toward the maintenance of the Managed Area?
(Stipulate the number of each applicable type of property)

Residential Freehold:
Residential Leasehold:
Commercial:

3.5 Is any excess payment anticipated from the Property at the end of the financial year?

Yes No

3.5.1 If Yes, provide details:

3.6 In the last 12 months, has any inability to collect payments, from any party, affected (or is it likely to affect), the maintenance of the Managed Area?

Yes No

3.6.1 If Yes, provide details:

3.7 Does a Reserve Fund apply to the Managed Area?

Yes No (If No skip to 3.8)

3.7.1 If Yes, confirm the amount collected held in the Reserve Fund

(a) from Owners of the Property

£ _____

(b) for the entirety of the Managed Areas

£ _____

3.7.2 Is the amount expected to be sufficient to cover the known expenditure?

Yes No

3.7.3 If No, supply details:

3.8 If parts of the Managed Areas require regular decoration confirm the date when the Managed Areas were last decorated, internally and externally.

Internally ___ / ___ / ___ or N/A

Externally ___ / ___ / ___ or N/A

3.9 Within the next 2 years, are any works proposed to the Managed Areas anticipated to require an additional contribution greater than £250 from the Owner?

completed but unpaid

due

anticipated

N/A (Skip to 3.10)

3.9.1 If so, provide details of the works and the contribution anticipated from the Owner:

3.10 Is any increase in the Service charge over 10% or £100, whichever is the greater, anticipated in the next 2 years?

Yes No

3.10.1 If Yes, provide details:

3.11 Where you operate Service charge consultation, are there any outstanding Service charge consultation procedures?

Yes No N/A (Skip to 3.12)

3.11.1 If Yes, provide details:

3.12 Are the Managed Areas known to be affected by Japanese knotweed or other invasive species?

Yes No

3.12.1 If Yes, provide details and a copy of any invasive species management plan in place.

3.13 Are there any transfer fees, deferred charges or similar fees, expressed as a percentage of the Property's value payable on an event such as resale or subletting?

Yes No

3.13.1 If Yes, provide details:

SECTION 4: INSURANCE

4.1 Are the Managed Areas insured?

Yes No (Skip to 5)

4.1.1 If Yes, are the insurance premium contributions payable by the Owner paid up to date for the Managed Areas?

Yes No

4.1.1.1 If No, provide details of the arrears:

4.2 What period is covered by the last demand?

From: ___ / ___ / ___ To: ___ / ___ / ___

4.3 Have any claims been made against the policy during the last 3 years?

Yes No

4.3.1 If Yes, provide details:

4.4 Are any claims anticipated?

Yes No Not Known

4.4.1 If Yes, provide details:

4.5 Is the insurance premium included in the Service charge?

Yes No

4.6 If No, confirm the annual amount payable for the Property:

£ _____

SECTION 5: DISPUTES

5.1 Are there any documented unresolved disputes with the Owners of any of the properties using the Managed Area?

Yes No

5.1.1 If Yes, to the extent permitted by the Data Protection Regulations, please supply details:

5.2 Are you aware of any breach of the terms of the Transfer of this Property?

Yes No

5.2.1 If Yes, provide details:

SECTION 6: REQUIRED DOCUMENTS

Please provide the following applicable documents:-

6.1 The last 3 years published Service charge Accounts:

Enclosed To follow N/A

6.2 Managed Areas insurance policy and schedule:

Enclosed To follow N/A

6.3 Estimated Service charge for the current year and details of the anticipated payments on account for the Property:

Enclosed To follow N/A

6.4 Estimated Service charge for the previous year for which accounts have not yet been prepared for the Property:

Enclosed To follow N/A

6.5 Copies of any notices served on the Owners in respect of any proposed works or any works which have not yet been paid for:

Enclosed To follow N/A

6.6 Any additional regulations or rules affecting the Property which are not contained in the Transfer:

Enclosed To follow N/A

6.7 Any required Deed of Covenant:

Enclosed To follow N/A

Buyer's lawyer to draft

6.8 Any Certificate of Compliance required by a Restriction on the registered title:

Enclosed To follow N/A

Buyer's lawyer to draft

6.9 Copy of any permission to alter the Property which has been issued:

Enclosed To follow N/A

6.10 Copy of any known notices served on the Owner and documentation arising from them:

Enclosed To follow N/A

6.11 Asbestos Survey for buildings forming part of the Managed Area built or converted before 2001:

Enclosed To follow N/A

- 6.12 Fire Risk Assessment for communal areas in buildings forming part of the Managed Area: Enclosed To follow N/A
- 6.13 Memorandum and Articles of Association of the Management Company: Enclosed To follow N/A
- 6.14 Minutes of the last AGM for the Management Company: Enclosed To follow N/A
- 6.15 Menu of fees for your administrative services Enclosed To follow N/A

Signed	Dated
Print Name:	<i>Please tick as applicable below, to confirm the capacity in which the answers are given.</i>
Company:	<input type="checkbox"/> Rentcharge Owner <input type="checkbox"/> Management Company <input type="checkbox"/> Managing Agent <input type="checkbox"/> Residents' Association

Note

Additional enquiries. Raise only those specific additional enquiries required to clarify issues arising out of the documents submitted or which are relevant to Property or the management of the Managed Areas or which the buyer has expressly requested. Resist raising any general additional enquiries that can be established by the buyer's own enquiries, survey or personal inspection.

Disclaimer

Whilst care has been taken in the preparation of this form, no legal liability is accepted by the organisations which created the form. This disclaimer does not affect the legal responsibilities of the person, or organisation, completing this form to answer to the best of their knowledge and ability. If you have any queries you should discuss these with your conveyancer or solicitor.



4. THE WIDER PICTURE

1 In the past, negotiations between Developers and the Planning Authority, resulted in so-called Section 106 (or S106) Agreements whereby the Developers would pay agreed sums of money to pay for infrastructure needs made necessary by the housing estate – such as roads, schools etc. Planning permission was only granted once this Agreement had been reached. Unless there has been an S106 Agreement for the Developers to hand over open spaces on the estate to any tier of Local Authority, there is no legal way or retrospectively enforcing this.

2 Also, under the same Section 106, Developers were required to provide cash along with the land they handed over to the Local Authority. For a variety of reasons, this has become unpopular with Developers who have found a more lucrative system of passing over responsibility for the maintenance of External Common Areas (ECAs) (ie green spaces). It has become common practice to set up a Management Company to oversee the maintenance of the ECAs on the finished estate and sign over ownership of all the common parts to this Management Company sometime after the last house has been sold. In this way, it does not cost the Developers to hand over the communal land; indeed it can now make a profit from doing so!

3 Despite Northampton Borough Council's commitment to encouraging developers not to set up Management Companies, if it refuses Planning Permission to a developer because said developer intends setting up a Management Company, the developers can Appeal and would probably win their case, with the costs of the hearing being awarded against Northampton Borough Council.

4 The usual procedure is for the Developers to appoint a Management Company that will ultimately own the open spaces and other facilities. This Management Company may then appoint a second company (Managing Agent) to provide the services needed to maintain the open space and other facilities. The Managing Agent does not actually do the work itself, but engages contractors.

4.1 In Duston, the Management Companies for both sites are Shell Companies: they have no staff, nor premises and do not have an identity distinct from the Managing Agents.

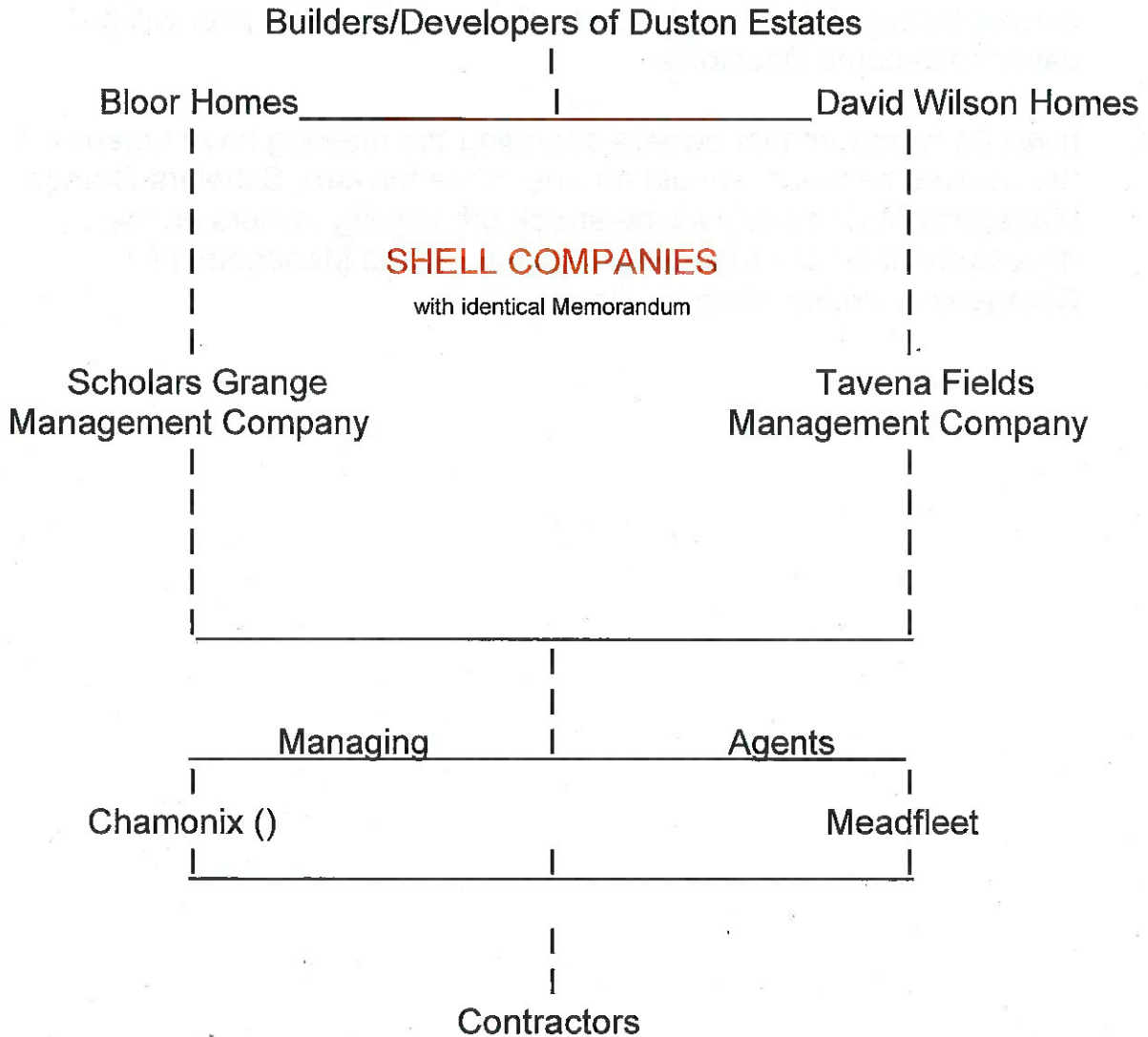
4.2 The Tavena Fields (British Timken) Management Company and the Scholars Grange Management Company have identical "Memorandum and Articles of Association" which governs how the Company must operate, when the Developer signs over the land to the relevant Management Company. The Memorandum requires at least two of the resident owners to come forward as Directors when the development is completed because the director(s) of the Management Company will step. It is at this point, that owners have the opportunity to take control of their Estate.

5 Just over the border, in the next Parish, the Land Trust manages the open spaces and has opened a good dialogue with both the Residents Association and individual owners, although there is no legal obligation for them to do so.

5.1 On the Marina Park site, Greenbelt manages the open spaces; under an agreement with the Developer, once site is complete the land will be transferred freehold to them with no agreement or requirement in place to liaise with owners. This leaves charges to escalate as the management company sees fit.

5.2 There are two other areas of Upton where grounds maintenance has been passed directly to a third party with no Local Authority or Owner involvement. These sites incur increased costs as required with very little challenge possible.

8 Bloor & David Wilson Homes operate as separate Companies, but are, in fact linked, one being the subsidiary of the other, so it is not surprising to see that the Memorandum for each separate Management Company in Duston is identical. It has been rumoured that David Wilson Homes has a "substantial interest" in both Management Companies, but time has prevented confirming research from being done. It must also be noted, that both Meadfleet and Chamonix are managing agents for (parts of) the Timken Estate.



A Shell Company is one without active business operations or significant assets.....they are sometimes used to disguise business ownership fromthe public (Investopedia.com)

- 9 We have been told that once the land has been transferred to the Shell Management Company, the residents become eligible to serve as Directors of the Company and the present Director(s) will stand down.

- 10 According to the Chamonix Account Holder for Scholars Grange, (7/8/19), Chamonix will call an extraordinary meeting at which the current Director(s) will resign and volunteers from the floor will be called to become Director(s).
 - 11 It will be important that owners attending the meeting have organised themselves because, should no-one come forward, Scholars Grange Management Company will be struck off, leaving owners on the development unable to sell their homes, as the Management Company is written into their Deeds.
-

5 WHAT SUCCESS LOOKS LIKE

1 Amidst all the doom and gloom around Management Companies on new Housing Estates, small beacons of success shine brightly. In this section, there are two such examples.

a Cranbrook Town Council, a small and fairly new Parish Council in East Devon, took a courageous step to release its residents from the ERC. We are indebted to Councillor Ray Bloxham who provided us with the information that follows.

b The second example comes from Duston's neighbouring Parish and is written by a member of this Working Party. It shows how residents worked together to use the opportunities from the Memorandum and Articles of Association of the Management Company to take control of it.

2 One observation that can be made is that in both examples, the prime movers were largely experienced and able people with a working knowledge of how organisations work and undaunted by legalese. Not every home owner has this kind of background.

3 In the Appendix to this Section there is a sheet prepared by a resident who first brought the issue of ERCs to our notice almost two years ago. It lists what he considers to be essential skills and knowledge that are pre-requisite to being successful as a Director of the Management Company. The list is not exhaustive!

4 The major requirement for being able to get actively involved in the Management Company is undoubtedly TIME. It took Cranbrook Town Council about two years to achieve total adoption of the Estate. It has taken that length of time in Duston just to get as far as this Working Party.

CRANBROOK TOWN COUNCIL

How Cranbrook Town Council was able to release its residents from the Estate Rent Charges.

1 Cranbrook Town Council did not take over the Estate Rent Charge but adopted the open space etc. – a subtle difference. If the Council took over the Estate Rent Charge it effectively continues and the Council would need to administer it. However, by adopting the open space, there is no longer a need for an Estate Rent Charge because, by doing this, the Council is meeting the related costs through precept with the administrative process of collection falling within the existing arrangements locally for the collection of council tax – in this case, the District Council in East Devon.

2 By paying for open space maintenance through precept, Cranbrook Town Council saved around £90,000 per year in administration costs that were previously met through the Estate Rent Charge. The Council was able to get the work done more cheaply than the Managing Agent. Because the existing contractor was assured the council would pay regularly, he was able to do the work for less cash risk to his business. The savings compared with the Estate Rent Charge were significant.

3 The result of the change is that all households paying council tax share the costs which previously were met through a smaller number of households paying the Estate Rent Charge. This has an impact, but any open space is usable by all residents and the council tax system is that everyone contributes whether they use or not.

4 Estate Rent Charge is usually flat rate - same charge per household - whereas precept is banded so there is an impact there too - winners and losers. In Cranbrook most were winners and only the very top band paid a small increase overall.

5 The Council went through the process of comparing costs before and after the proposed change, for all council tax bands. It was able to show what the impact would be for individual households. It then went on to

produce a five year business plan to demonstrate that although the precept went up initially it would stabilise in the future.

6 Of course, whilst the precept increased, the payments of Estate Rent Charge ceased. Estate Rent Charge has to be paid by everyone on the development concerned. If there are households who are able to claim council tax discounts these would apply to the new arrangements. There were some low income families that had to pay the Estate Rent Charge (with some consequent debt issues) but they benefitted from the change to precept because they could claim discounts or exemption that they were entitled to.

7 Councillors held a series of surgeries so that to talk through the issues one-to-one with residents. There was also a social media publicity campaign.

8 Obviously there was a need to get agreement with the Management Company and engage with their Managing Agents as well as the community. In Cranbrook it led to a legal agreement to adopt the open space and any future open space delivered. (There was provision in the S106 agreement for the council to adopt the land which is not necessarily the case in Northampton) In exchange the Management Company agreed to cease making Estate Rent Charge charges from a certain date and within a period thereafter to make arrangements to release households from the Estate Rent Charge deed obligations.

9 This meant registering individual release deeds at the Land Registry because the Estate Rent Charge is registered on everyone's Deeds as a legal obligation. In essence at the time of purchase, each household signs a deed which obligates them to pay the ERC and obligates the Management Company to maintain the open space. This obligation needs to be removed once the land is adopted to ensure that in future the Estate Rent Charge cannot be reinstated.

10 Because we knew there was further open space to come the agreement included a provision that the developers had to give the council notice of delivery, notice of completion, then maintain it for 12 months (sort of a guarantee period) and this allowed the council to have sufficient time to precept for any future obligations. In essence, for example, The Council had to know by autumn 2019 about any open space that might need to be

adopted between April 2020 and March 2021 otherwise it would not have the precept to pay for it. The developers understood this and agreed a process to notify the Council accordingly.

The Town council did not exist when the S106 was written (2010) and the ERC commenced (2012) - the council was formed in 2015 although the s106 recognised that it might be formed in the future.

ON BECOMING A DIRECTOR OF THE MANAGEMENT COMPANY.

This list is not exhaustive but shows some of the skills, knowledge and experience required to become a Director.

Preparation:

- 1 An understanding of the “Memorandum and Association of the Management Company” (Memorandum) under which the Company has been set up.
- 2 A clear idea of what is being transferred to the Company, assets, debts, bank balances etc. These all need to be clearly defined.
- 3 How many Directors are required? The Memorandum says 2 is the minimum, but does not give an upper limit. The Memorandum also provides for
 - (a) Subscribers (no definition is given of what is a Subscriber)***;
 - (b) Alternate Directors (38)
 - (c) First Directors (37)
- 4 How are the Directors chosen? Votes of other residents? Appointed by the exiting Director? Other means?

Managing the Company

New Directors will need to make far-reaching decisions and manage multiple responsibilities:

- 1 Business premises – where, how big, what facilities etc
- 2 Tendering process for engaging contractors

- 3 Scheduling: writing down ALL that the contactors must do, how they will be assessed, what penalties will be incurred and for what (in)actions.
- 4 Appointing Accountant, Auditor, Insurer, etc.
- 5 Will a member of staff be needed to run the Company – part time/full time, qualifications required, job description, person specification, office budget etc
- 6 In addition to the above, residents wanting to influence the company by becoming a Director, will have to be able to understand the Memorandum & Articles of the Company. Having understood these clauses, they will then need an understanding of how to use them to obtain the best outcomes. What Reading Age and Comprehension Age is needed for this? What experience and skills will they need to do a good job?
- 7 Below is a Sketch Chart to show the present set-up on the two housing developments in Duston:

UPTON EXPERIENCES by Councillor A Bottwood

1 Nene Riverside Management Company (NRMC)

a After purchasing a property in 2004 on Southbridge, the Developer pointed out that a Management Company had been set up to look after all the communal areas and outside spaces (ECPs) including the rubbish collection. The cost was around £ 90.00 per month but could rise as costs increased.

b Some directors of the Developer were also Board Directors of the Management Company along with a member of RMG Ltd who performed the role of Managing Agent to handle all the issues of the site from Credit Management to Litter on behalf of the NRMC.

c When site was completed around 2009 all owners were advised that the Developer wanted to remove their Directors from the Board of NRMC and therefore needed owner-residents to step forward to take on the roles. Approximately six owners offered and were registered as Board Directors following the AGM. We then took on the role of being the voice of the residents and did all liaising with RMG Ltd.

d I was elected Chair and remained so until I sold the property in 2016. Throughout that period RMG Ltd had created & maintained a large reserve of funds so that the cost had only increased to around £98.00 per month.

e Before the formal meeting with RGM Ltd, the Owner-Directors would meet to go through any issues that had arisen such as maintenance, litter collections and some minor works to properties over and above the planned maintenance. We also had sight of tenders for contractors with a recommendation of whom RMG Ltd had selected as first choice and why.

f This system worked very well in this instance and I know of other sites that had been based on this model

2 St Crispin Folly Management Company

a This Management Company was formed by the Developer with RMG Ltd as Managing Agents. Many residents were not happy with this arrangement and organised the owners to take over the Management Company.

b The new owner-Directors ended the contract with the Managing Agent and took on full control of all management interests including Debt Collection and grounds maintenance.

This system worked very well in this instance and I know of other sites that had been based on the model of the City of Chicago Management Company.

The Management Company was formed by the Developer with the City of Chicago Agency. Major reports were not ready with the Management Company. It was not until the late 1990s that the Management Company was formed.

The Management Company was formed in the late 1990s and the City of Chicago Agency was formed in the late 1990s.

5. RECOMMENDATIONS

1. Ensure that Duston Parish Council continues to be proactive in asking to adopt the public open space on all new developments in the Parish, during the planning process.
2. Duston Parish Council write to Andrew Lewer, Northampton South's MP asking him to raise these issues with the Secretary of State for Housing, Communities and Local Government and actively pursue ways of bringing about a change in the Law to prevent further housing estates from being subjected to undemocratic housing management companies
3. Duston Parish Council to write to Northants County Council, asking them to adopt all roads and pedestrian footpaths on Timken estate including the smaller side roads.
4. Ask the Borough and County Council representatives for Duston to actively promote this Working Party Report and its recommendations.
5. Duston Parish Council to actively support residents who seek help to
 - (a) become Directors of the Management Company as allowed for in the relevant Company Articles.
 - (b) discharge their duties as Directors in a proper manner (ie offer help in understanding their duties, roles and responsibilities)

The exact way of supporting residents to be discussed in Council and with residents.

6. Duston Parish Council to explore the feasibility of becoming the Agent to deliver the services
7. Ask DPC Clerk to write to the Borough and County Councils to find out if it is possible to give a Council Tax rebate to residents who are paying for a Management Company to provide the services the Borough and County Councils ordinarily provide to other Council Tax payers. The precedent for this is in that the Water Companies give a small rebate to those water users who have septic tanks or SUDS and therefore don't use part of the services.

8. Ask the Planning Authority to include in its initial Agreement with Developers the following clauses, (NB Paragraph numbers in the body of this text refer to the original Planning Agreement from which these have been copied)

*The Owners shall maintain the Open Space in accordance with the Open Space Specification to the satisfaction of **this Council's** for a period of twelve months from the date on which **this Council** certifies that the Open Space has been completed to **this Council's** satisfaction and during that period the Owners shall replace any grass plants shrubs trees (or any structures associated with them) which fail or die (8.6)*

*If the Owners do not maintain the Open Space to **this Council's** satisfaction as required by paragraph (8.4) of this Schedule this Council may, after giving the Owners twenty eight (28) days' written notice of the works it intends to carry out and the Owners failing to carry out the works within that period, enter upon the Land and itself carry out those works and the cost of these works shall be paid by the Owners to **this Council***

*On the expiration of the 12 month maintenance period referred to in paragraph 8.6 of this Schedule and in the event that **this Council** confirms in writing that it wishes to take on responsibility for maintenance of any of the Open Space then the Owners may transfer the said Open Space (or such a part of it as **this Council** has agreed to maintain) to **this Council** provided always that the provisions of paragraphs 8.3 and 8.5 have been complied with prior to such transfer and provided always that if such Transfer occurs prior to the laying out of the Open Space in accordance with paragraph 8.3 the Owners hereby covenant with **this Council** that they shall lay out and maintain the Open Space in accordance with paragraphs 8.3 and 8.4 notwithstanding that the Open Space land is to be or will have already been transferred to **this Council***

9. The Planning Authority to set up and maintain an efficient monitoring process to ensure that the compliance and/or transition is complied with. An Officer should be identified to carry this out.

10. Ask Government to prepare a Fact Sheet that the Developer's Sales Staff will be REQUIRED to give to all potential buyers at the moment of first contact, as has been done for Pensions advice.

