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# UPPINGHAM TOWN COUNCIL

Town Clerk: Neil Wedge

Telephone: 01572 822681  
 Email: townclerk@uppinghamtowncouncil.co.uk  
 Website: uppinghamtowncouncil.gov.uk  
 Twitter: @UppinghamTC

Address: Town Hall, High Street East, Uppingham, Rutland LE15 9PY

## Grant Aid Application Form

3 APR 2018

### Part 1 – Information about you or your organisation:

Name of Organisation:	UPPINGHAM FIRST LTD	
Name of Representative	DAVID AINSLIE	
Telephone Numbers:	Main - 01572 821232	Mobile - 07531 303284
Email Address:	davidainslie169@btinternet.com	
Address of Organisation:	THE FALCON HOTEL, UPPINGHAM, RUTLAND LE15 9PY	
Address of Representative:	22 LIME TREE AVE, UPPINGHAM, RUTLAND LE15 9SS	
To whom should the grant aid cheque be made payable to?	UPPINGHAM FIRST LTD	

### Part 2 – What is your idea and reason for applying for grant aid funds from Uppingham Town Council?

UPPINGHAM FIRST ARE OPERATING A COMMUNITY HOPPER BUS ON A NOT FOR PROFIT BASIS, BUILDING ON A SUCCESSFUL PILOT SCHEME PREVIOUSLY SUPPORTED BY THE TOWN COUNCIL. RUNNING COSTS ARE £450 PER MONTH AND WE ARE SEEKING A CONTRIBUTION TOWARDS THIS FROM THE TOWN COUNCIL.

### Part 3 – Who in the community would benefit from your project and what difference would it make?

ANY MEMBER OF THE UPPINGHAM COMMUNITY IS ABLE TO ACCESS THE SERVICES OF THE HOPPER BUS BUT THE PILOT SCHEME DEMONSTRATED THAT THE MAIN USERS ARE THE ELDERLY AND THOSE WITH MOBILITY ISSUES.

### Part 4 – How will you know the project has been a success having used the money requested?

DURING THE PILOT SCHEME OVER 50 WEEKS THERE WERE 6362 PASSENGER JOURNIES WHICH EQUATES TO AN AVERAGE OF 25 PER DAY. WE WILL BE MEASURING THIS DATA AGAIN AND SUCCESS WILL BE EXCEEDING THESE PASSENGER NUMBERS.

### Part 5 – What is the total cost of your project or idea? (please enclose any quotes you have received)

- Attached are quotes for:
- 1) PURCHASE OF MINIBUS VEHICLE
  - 2) WEEK 50 TRIAL REPORT.
  - 3) REPORT TO UTC DATED 1/9/2016 INCLUDING LEGAL ADVICE.

THE CAPITAL COST OF THE PROJECT IS £31434 OF WHICH £25000 HAS BEEN LOANED BY RCC AND THE BALANCE RAISED BY UPPINGHAM FIRST AND PUBLIC DONATIONS. TO THIS CAPITAL COST MUST BE ADDED RUNNING COSTS OF £450 PM OR £27000 OVER 5 YEARS (SAME AS LOAN PERIOD) GIVING A PROJECT TOTAL OF £58434.

**Part 6** – How much are you applying for?

£2400 AS A CONTRIBUTION TOWARDS ONE YEARS RUNNING COSTS

**Part 7** – Have you applied for funding elsewhere and if so please provide details?

APPLICATION FOR £20,800 MADE TO CO-OP LOCAL COMMUNITY FUND (OUT-COME NOT YET KNOWN).

**Part 8** – Please give a description and breakdown of how you will spend the money including the date when it is needed?

THE APPLICATION IS TO HELP COVER RUNNING COSTS BUT IN PARTICULAR THE MAIN CONTRIBUTIONS WILL BE FOR DIESEL (APPROX £3000 P.A) AND INSURANCE £1383 PA THIS MEANS UTC WOULD CONTRIBUTE JUST OVER HALF (55%) WITH UPPINGHAM FIRST RAISING THE REST. THE FUNDS ARE REQUIRED ASAP PLEASE.

**Part 9** – If your application is unsuccessful do you have other funds available to ensure your project or idea progresses? Please give details.

UPPINGHAM FIRST DOES HAVE SOME FUNDS TO KEEP THE HOPPER GOING BUT WILL CONSTANTLY NEED TO FUND-RAISE OVER THE NEXT 5 YEARS TO ACHIEVE THE TOTAL PROJECT COSTS OF £58434.

**Part 10** – You will need to supply the most recent set of accounts for your organisation including a balance sheet where available or applicable. Please state the date of the accounts and attach a copy.

31ST DECEMBER 2017 COPY ATTACHED.

**Part 11** – Please confirm by attaching a letter of authority for this application to be made on behalf of the organisation or alternatively a set of formal minutes signed by the Chairman where a decision has been agreed to apply.

Please find attached: Approved minutes / letter or email of authority (delete as appropriate)  
LETTER OF AUTHORITY ATTACHED.

**Part 12** – Please confirm the following information if you are sports club or organisation:


A	Does your organisation include participation by children under the age of 18?	<input checked="" type="radio"/> Yes	No
B	If 'yes' to A above do you have a safeguarding policy in place and operational? (if so please attach a copy) COPY ATTACHED	<input checked="" type="radio"/> Yes	No
C	Does your organisation include participation by both able and disabled individuals?	<input checked="" type="radio"/> Yes	No

Part 13 – Please confirm the following:

A	Do you agree to allow members of council inspect the project for the grant aid monies have been applied for?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
B	Do you agree to confirm that the funds have been used for the specific purposes set out in this application?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
C	Do you consent to provide an update for the annual town meeting held in May each year if requested to do so?	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Part 14 – Emergency funding application: N/A .

Please explain why this is an emergency funding application (only complete if this application needs to be granted outside of the months of May and November):

Full Name: DAVID ANDREW ANSLIE Signature:  DIRECTOR UPPINGHAM FIRST LTD .  
 Date: 29/3/18 .

Please return the form and enclose a set of accounts (if applicable) to Neil Wedge, Uppingham Town Council, 49 High Street East, Uppingham, Rutland LE15 9PY

# Sales Invoice

Date of Sale: 26/02/2018

Ref: R2389



**MINIBUS  
WORLD**  
Quality Minibuses, Conversions & Wheelchair Accessible Vehicles

## CUSTOMER DETAILS

Name:	Uppingham First Ltd
Address:	The Falcon Hotel High Street East, Uppingham, Oakham, Rutland Leicestershire, LE15 9PY

## SALE VEHICLE DETAILS

Vehicle Make:	Peugeot
Vehicle Model:	Boxer 13 Seat Wheelchair Access Minibus
Registration Number:	CF16 KNY
Date of Registration:	31/08/2016
Mileage:	16883
Colour:	WHITE
VIN Chassis No:	VF3YC2MFC12B86523

## PART EXCHANGE VEHICLE DETAILS

Vehicle Make:	
Vehicle Model:	
Registration Number:	
Date of Registration:	
Mileage:	
Colour:	
VIN Chassis No:	
Service History:	

## PART EXCHANGE DECLARATION

It has / has not been involved in an accident.

It is / is not subject to HP or other finances outstanding.

The recorded mileage is to the best of my knowledge correct.

I / We (The purchaser) hereby offer to purchase from you (The Seller) a vehicle of the type shown above together with the extras listed above which vehicle, extras and accessories shall be called (The Goods). The Purchaser agrees that this order form shall represent the agreed contract between the Purchaser and the Seller. The Purchaser certifies that the details and description of the part-exchange vehicle given are true and accurate in all respects and is free from HP or any other financial encumbrance, other than declared on this form.

## WARRANTY:

New Vehicles - The standard manufacturer warranty applicable at the time, assuming the recommended service intervals have been met and excluding conversion work not carried out by the donor-vehicle manufacturer. The latter carries our own 6 month warranty - excluding any and all damage due to neglect or misuse.

Used vehicles - Unless extended by the balance of manufacturers warranty, a 3 month or 3,000 mile warranty (whichever is sooner) is included in the sale of this vehicle. This is limited to the sudden and unforeseen mechanical failure of the engine, gearbox, differential or propshaft. Any other items not mentioned beforehand are excluded. A 6 month warranty applies to the conversion carried out by CVMW.

## ADDITIONAL VEHICLE DETAILS

Electric side door, removable seating, manually operated fold down ramp, electric side step, single front passenger seat

## INVOICE VALUES

Sale Price Net (A)		£27,029.00
Extras Fee Net (B)	+	£0.00
VAT @ 20% (C)	+	£5,405.80
Total Sales Value inc VAT (A+B+C)	=	£32,434.80
RFL:	+	£0.00
Outstanding Finance:	+	£0.00
Deposit 1: 19/02/2018 bacs	-	£1,000.00
Deposit 2:	-	£0.00
Part Ex Purchase Value:	-	£0.00
Balance:	=	£31,434.80
Received from Finance Company:	-	£0.00
Cash / Cheque:	-	£0.00
Total Due:	=	£31,434.80

## CONSUMER TRANSACTIONS

Nothing herein contained is intended to affect, nor will it affect a consumer's statutory rights under the Sale of Goods Act 1979 or the Unfair Contract Terms Act of 1977 or any amendment thereof.

# Uppingham Hopper

**UPPINGHAM**  
FIRST

Week	Number of Passenger Journeys in Week	Total Passenger Journeys	
Week 1	126	126	
Week 2	157	283	
Week 3 (2.5 days - Friday with back up bus)	77	360	
Week 4	150	510	
Week 5 (four days only)	128	638	
Week 6	156	794	
Week 7 (2 days only - faulty fuel pump)	44	838	
Week 8 (four days only – faulty fuel pump)	113	951	
Week 9	159	1110	
Week 9 - Christmas in Uppingham (5pm -9pm) *	12	1122	
Week 9 - Small Business Saturday (9am -4pm) *	16	1138	
Week 10 - Age UK Christmas Party (2 hours) *	20	1158	
Week 10	155	1313	
Week 11	145	1458	
Week 12 (4 days up to Xmas Eve)	76	1534	
Week 13 (First of 2016)	134	1668	
Week 14	157	1825	
Week 15 (3.5 days)	85	1905	
Week 16 (4.5 days)	124	2029	
Week 17 (3 days)	74	2103	
Week 18	142	2245	
Week 19 (four days)	162	2407	
Week 20 (3 days)	91	2498	
Week 21 (2.5 days)	62	2560	
Week 22	162	2722	
Week 23	185	2907	
Weeks 24/25 (five days)	170	3077	
Week 26 (five days + cinema)	148 +8	3233	
Week 27	146	3379	
Week 28	177	3556	
Week 29	193	3749	
Week 30 (2 days only)	90	3839	
Week 31 (Off road for new fuel pump)			
		<b>Donations</b>	
	Classic Car Evening	96.00	
Week 32	152	84.25	3991
Week 32 Uppingham Brownies to Oakham	10		4001
Week 33	142	54.00	4143
Week 34	193	78.75	4336
Week 35 (3 days)	101	39.85	4437
Week 36 (3 days)	101	19.96	4538
Week 37 (4 days)	120	17.90	4658
	Additional donations	48.94	
Week 38	203	81.70	4861
Week 39 (4.5 days)	138	49.10	4999
Week 40 (3.5 days)	111	49.55	5110
Week 41 (1 day)	27	19.10	5137
Week 42	115	71.80	5252
Week 43 (4 days)	111	80.00	5363

<b>Week 44 (4 days)</b>	107	£43.80	<b>5470</b>
<b>Week 45</b>	131	£47.60	<b>5601</b>
<b>Week 46 (3 days)</b>	84	£46.72	<b>5685</b>
<b>Classic Car donations from Welland Vale</b>		£78.00	
<b>Week 47</b>	168	£61.20 +raffle	<b>5853</b>
<b>Week 48 (4 days)</b>	152	£41.15 +raffle	<b>6005</b>
<b>Week 49</b>	177	£46.40 + raffle	<b>6182</b>
<b>Week 50</b>	180	£31.20 + raffle	<b>6362</b>

**Total donations todate £1137.45 (excluding Mayor's Ball & Hamper Raffle) Total passengers during trial 6362**

**Notes:**

**Week 50** – Bus returned to RCC depot 3.15pm on 30/9/2016 with 116515 service kilometres on the clock. Interior cleaned and sanitised prior to handover. Written thanks given to RCC for loan of bus. Bid submitted to Community Bus Fund for a new bus. Driver debriefing meeting held at 5pm on Friday 30<sup>th</sup> September 2016. Driving team thanked for 12 months of cooperation and support. Great teamwork with no accidents or volunteer disagreements! Thank you drinks purchased in The Falcon Hotel and The Crown Hotel. Indicative of community support for the Hopper and appreciation of the volunteer contribution was the arrival on board on the final day of a thank you card with a £5 donation in the envelope. A touching end to a fantastic trial! **Hooper Hamper Raffle has raised £452.** Winning tickets to be drawn out at the Uppingham in Bloom Ball on October 1<sup>st</sup> 2016.

**Week 49** One driver on holiday. Bus pressure washed and cleaned inside. No major incidents this week. RCC reports that bus support possibility may have to go to RCC Cabinet. Search still on for short term hire/loan bus. Notice to be given to regular passengers of 30<sup>th</sup> September 2016 end date of trial and possible delay in securing a replacement short term hire bus. No word yet from UTC Finance Committee or Town Clerk on any future support from UTC. Bus to be returned to RCC on September 30<sup>th</sup> as insurance expires. Final project briefing and thank you celebration to be held for volunteer drivers on September 30<sup>th</sup> 2016. Bus and keys to be returned to RCC at end of week 50. All drivers to be offered MIDAS updating training if a new bus is secured. First week in October will be a holiday week, whatever.

**Week 48** Bus out of service Monday to have new exhaust tail pipe fitted. Two drivers on holiday. Cover provided by team doubling up. Uppingham First (UF) presentation on Hopper given to Later Lives Event attended by High Sheriff of Rutland on 16.9.2016. Raffle tickets continuing to sell well. Hopper bus service to Rotary Antiques event in Cricket Club now posted on bus and on social media. RCC notified that bus will be returned to depot for handback at 3pm on Friday September 30<sup>th</sup> 2016 following 12 month trial (double that originally agreed by drivers and sponsors). Notification of any further support from UTC/RCC now awaited. Both investigating possibilities. Grant bid for new bus for 2017 to be prepared by UF in week 49. UF Board have agreed to continue as Operator subject to bus being provided. Volunteer drivers' also supportive if new bus can be funded. Old bus creating health and safety issues for at least two drivers, primarily due to deteriorating heavy gearbox. Search now on to lease/rent suitable temporary interim bus funded by voluntary donations received todate. RCC assisting with search. There may be a short gap in service at beginning of October 2016 if replacement bus with electric door cannot be found in time.

Ron Simpson BEM

Director and Secretary

Uppingham First

30.9.2016

## Report to Uppingham Town Council on options for funding a permanent Hopper Bus Service

### **Executive Summary:**

The Hopper Bus Trial (originally envisaged for a six month period) has now been running for 44 weeks although because of vehicle reliability problems the service has not been available for 100% of this period. During the trial a total of 5470 passenger journeys have been undertaken which mathematically equates to circa 25 passenger journeys per day. Whilst the majority of the running costs have been covered by RCC and UTC it is notable that some £785 has been raised from public donations which were only sought from week 32 of the trial. This therefore averages at a voluntary contribution of around £52 per week.

RCC has now indicated that it no longer wishes to provide the vehicle for this service nor is it prepared to contribute towards the on-going running costs. RCC is, however, prepared to make an interest free loan of up to £50,000 repayable over 5 years available (subject to formal sign off by the RCC Cabinet) to enable a new vehicle to be obtained.

A visit to a potential supplier (Minibus World) has established that a suitable brand new vehicle can be acquired for £33437 + VAT (£6687.40) plus Registration of £220 giving a total of £40344.40.

A formal enquiry to NALC has thrown up an unforeseen problem in that their legal opinion is that the Town Council does not have legal powers to either operate a bus service nor to loan a vehicle to a third party for the purposes of running such a service. NALC does however confirm that UTC does have the power to support such a bus service by way of financial means but only through grants. (Copy of the response from NALC attached at appendix A). They also go on to state that their advice would not change even were UTC to regain its General Power of Competence.

The legal position therefore means that if UTC wish to continue to support the Community Bus then this can only be on a financial basis and UTC will not end up owning any vehicle once the period of financial support being sought comes to an end.

A meeting has also been held with Marshalls of Peterborough who are experienced in the supply of minibuses and they have been asked to supply quotes for contract hire as well as outright purchase.

This paper therefore seeks an agreement in principle for UTC to provide financial support to the operation of the Uppingham Hopper Bus to enable the existing pilot scheme to become a permanent service. Given this is public money, there would need to be some form of agreement (not sure what this would look like and we would no doubt need legal advice) between Uppingham First or another body operating the bus in return for the support which is needed. Agreement would be needed about who covers the cost of this advice.

### **Proposal.**

UTC is asked to decide whether or not it wishes to provide financial support to enable the Hopper Bus to move to a permanent service. A secondary question is if UTC does wish to financially support a permanent Hopper solution then at what level and for how long?

## **Issues.**

The bus is currently being operated by Uppingham First who hold an appropriate bus licence and a pool of volunteer drivers. In theory other groups could provide the operation of the bus but in reality there isn't currently another bus operator running in Uppingham, other than those carried out by VAR and RCC where the type of service is not the same as that provided by Uppingham First. Over the past 44 weeks UTC have been asked to support the Uppingham First pilot and therefore it seems logical to ask UTC for support of the formalised version of that pilot with the same operator as we move to a permanent solution.

The offer of a capital loan from RCC remains only a verbal informal offer at this stage. I have personally spoken to Dave Brown at RCC to understand what the steps would be to formalise this offer. DB has told me that he believes that it would be a cabinet decision and once we are certain that this is a route that collectively Uppingham wishes to go down, the likely timescales for formalising the offer will be around six weeks. There is now also the issue that any such loan would need to be made to Uppingham First rather than the Town Council and whilst the initial discussions with RCC did not rule this out, again UTC would want to see this confirmed before we could formally commit our own financial support.

Uppingham First is a separate legal entity and needs to make its own decision on whether or not it wishes to commit to operating the Hopper Bus on a permanent basis as this is a significant commitment. UF will also have to decide if it wishes to accept a loan from RCC (were such an offer to be made). The next UF board meeting is scheduled for 13<sup>th</sup> September 2016.

## **Level of commitment**

The first point here is to discuss what is meant by a permanent solution. Because the potential capital loan is "offered" over a five year period it would seem sensible to consider this a suitable term for any financial commitment from UTC and any operational support from UF (it would not seem appropriate to ask either party to sign up to an on-going commitment whereas a finite liability is easier to evaluate and budget for).

The financial costs of operating the bus service can be broken down into the capital element of acquiring a suitable vehicle and the revenue costs of running it.

We know that a suitable vehicle can be obtained for £40344.40. It is not considered appropriate to obtain a second hand vehicle as it will not come with the same warranties and the volunteer drivers are only prepared to commit to a longer term project if a new vehicle is provided. Finally the proposed vehicle does not legally require a D1 licence (it can be driven on a standard car licence) and this will potentially open up the pool of additional volunteer drivers.

When I was Mayor I held a Ball that raised £1500 towards the Hopper Bus fund. If £1344.40 of this was used towards the above capital cost there would be a balance of £39000 left to fund which over 5 years would equate to £7,800 per annum. Alternatively we could choose to repay this over four years which would require annual payments of £9750. (I have always had in my mind that any financial contribution by UTC should be of a similar figure to the amount that we historically provided for Parking Subsidy to RCC which was £8500 pa and so either of the above options are around this figure. Whilst there is no direct tie up between Parking Subsidy and Community Bus support I do feel that there is a neat "transport" link and logic to this).



In terms of whether the financial support requested would be required by RCC as annual payments, monthly or quarterly etc. this still has to be decided but given my theoretical link with the previous Parking Subsidy which was paid annually in arrears then I would be proposing this arrangement to both UTC and RCC if we end up going down this route.

This capital element can alternatively be replaced by entering into a contract hire for a new vehicle. I have arranged for quotes to cover 15,000 miles per annum and 20,000 miles per annum and the best figures (including VAT) received are as follows:-

	3 years	5 years
15,000 miles	£882 per month or £10584pa	£695 per month or £8340pa
20,000 miles	£954 per month or £11448pa	£750 per month or £9000pa

Should the bus operator be able to reclaim VAT then obviously these figures would fall by 20% in all cases. In my opinion unless the VAT is recoverable then I believe that the outright purchase via a loan from RCC is better value for money plus there will be a physical bus to show within the Uppingham Community at the end of it (which is not the case with Contract Hire). My initial conversations have led me to believe that the VAT is unlikely to be recoverable by Uppingham First.

In terms of running costs the pilot has given us some very good data. The key costs are for fuel, insurance and maintenance and testing. At present the maintenance/testing costs are picked up by RCC but these will need to be covered by the bus operator going forward. If we accept the argument that this is most likely to be Uppingham First (subject to their Board approval) then that company have informally indicated that they believe that they can cover the operating costs themselves with voluntary support from the public and from business. A new vehicle will come with a warranty (which can be extended for the period of the loan) and a maintenance contract taken out.

This leaves fuel and insurance. The proposed vehicle is much more fuel efficient and likely to use at least 50% less diesel. At present diesel costs are circa £475 per month. The vehicle covers just under 300 miles per week at an approximate weekly fuel cost of £118 (which equates to about 100 litres or 22 gallons giving a return of about 14 mpg). Peugeot claim that the new vehicle will easily achieve 30 mpg but even if we assume that reality is between 20 -25 mpg it can be seen that there is a significant cost saving available. Insurance on the new vehicle is expected to be around £100 per month with testing the equivalent of a further £50 per month. The servicing contract will be £21 giving a monthly running cost (to be found by Uppingham First) of about £450. Currently public donations on the bus itself amount to around £200 per month leaving Uppingham First to find £250 per month from other sources such as on-board advertising (budgeted for £100 per month) and sponsorship and special events (the Classic Car evening at Welland Valley Garden Centre raised £96 alone). Currently on-going is a hamper raffle and UF would undertake various other fund raising activities to make up the funding shortfall.

## **Timescales and next steps.**

If UTC agrees in principle to provide the financial support as set out in this paper we will want to see written confirmation from RCC that they are prepared to make a capital loan to Uppingham First and what the terms are. We understand that this process could take up to six weeks.

Once UTC is happy with the terms of any proposed loan to UF (we would need to be happy because we would want to tie our financial commitment to those terms so, for example, if the bus is repossessed by RCC then our financial commitment ceases at that point) then we will also need written confirmation from UF that they are prepared to operate the service and fund the on-going operating costs of the vehicle and the service.

We would need to draw up some form of agreement between Uppingham First in return for the support which is needed. Agreement would be needed about who covers the cost of this advice and agreement.

Once all of the above are in place and signed off then Uppingham First could place the order for the new vehicle. From the point of vehicle order there is likely to be a 10 week delay until delivery.

Whilst it might be possible to undertake some of these steps in parallel it does seem that there is going to be a period of a minimum of four months before any new vehicle could be acquired and start operating and potentially this could easily stretch to six months. The issue then becomes what happens to the pilot scheme during this period? (This matter is covered under a separate agenda point as it will be dependent upon the decision made on funding a permanent solution).

This timescale would be reduced by around six weeks were a contract hire option to be chosen as there would then be no need to wait for confirmation of the RCC loan or its terms.

If UTC does commit in principle to the funding sought then I recommend that the powers to sort out all the details to go forward be delegated to the Finance and General Purposes Committee.

### **Recommendation.**

I personally believe that this is an excellent project providing a much needed service within Uppingham. I would recommend that Uppingham Town Council agrees in principle to budget the sum of £7800 pa for the next five years to financially support the Uppingham Hopper Bus.

Dave Ainslie

1<sup>st</sup> September 2016.

Appendix A



Mr Neil Wedge  
Town Clerk  
Uppingham Town Council

23 August 2016

Our Reference: Leic 16/315  
Your Reference: NSWHBAug16

**By Email only** – [townclerk@uppinghamtowncouncil.co.uk](mailto:townclerk@uppinghamtowncouncil.co.uk)  
cc [admin@leicestershireandrutlandalc.gov.uk](mailto:admin@leicestershireandrutlandalc.gov.uk)

Dear Mr Wedge

**Client:** Uppingham Town Council  
**Subject Matter:** Community bus service

Thank you for your email of 19 August 2016. You have requested advice on behalf of Uppingham Town Council ("the Council"). I understand that the Council has been financially supporting a bus pilot scheme for the past 12 months along with Rutland Community Council ("RCC").

Uppingham First has been managing and running a bus on weekdays in the pilot. I understand from its website that Uppingham First is a community partnership, which is a limited company. RCC has supplied and maintained the bus thus far. The Council has paid approximately £625 per month towards running costs.

RCC has now said that it cannot continue to support the pilot but would be happy to make a loan of up to £50,000 to the Council or Uppingham First to acquire a new bus. I understand it would be an interest free loan. Uppingham First has indicated that it would like to operate the bus service for the Council. The Council had envisaged that it may be asked to contribute annually to running costs of the new bus, which would be in the ownership of Uppingham First. The Council has apparently instead been asked by Uppingham First to consider if the Council would own the bus and be responsible for the loan from RCC, presumably repayments and the like. RCC would apparently prefer to make the loan to the Council than a company and for the Council to own the bus.

I have been supplied with a document that would appear to be a specification for a bus from a company called Minibus World. The cost is given as £33,437 + VAT. I have also seen the report to full council for a 7 September 2016 meeting on the subject of the Uppingham Hopper Bus. The objective is given as to secure agreement on making the bus a permanent facility in Uppingham for the next five years. The report says that the loan would be repayable over five years and the bus would become the Council's asset upon the loan being



repaid. A section of the report is entitled "powers required" and provides "borrowing of money from RCC. Lending an asset to our chosen Hopper Bus Operator".

### **The Council's questions**

You say in your first question that you know the Council has the power to borrow money. You have said you are unclear on the power to be able to lend a Council asset to a third party, that is, Uppingham First. You have asked what would need to be put in place to safeguard the investment under the loan to RCC and what there need to be a formal tender process.

This question raises complex legal issues. The first point I would make concerns parish/town council borrowing powers as the Council would be borrowing money from RCC under the proposal. I advise that councils do not have the power to borrow per se; they have the power to borrow money for any purpose relevant to their statutory functions or for the purpose of the prudent management of their financial affairs (paragraph 2 (1) of Schedule 1 to the Local Government Act 2003 ("the 2003 Act")).

Before a council can borrow a sum of money, it must also first receive an approval to borrow from the Secretary of State by way of the Department for Communities and Local Government. Further to receiving approval a council can borrow money from any source.

In my view the issue here is identifying a relevant statutory function as per paragraph 2 (1) of Schedule 1 to the 2003 Act that would cover the provision and operation of a community bus scheme.

I advise that s.106A (1) of the Transport Act 1985 ("the 1985 Act") provides that a parish council may make grants to any body towards expenditure incurred or to be incurred by that body in connection with the operation of:

- (a) a bus service appearing to the council to be wholly or mainly for the benefit of members of the public who are elderly or disabled; or
- (b) a community bus service

"Community bus service" is defined in s.22 of the 1985 Act to mean a local service provided by a body concerned for the social and welfare needs of one or more communities; without a view to profit, either on the part of that body or of anyone else; and by means of a vehicle adapted to carry more than eight passengers.

This legislation gives a parish/ town council the power to spend money on community transport schemes such as bus services. It does not permit a parish council to operate such a scheme.

Under the proposal, the Council would take out a loan to buy a bus and the bus would be lent to a bus company. The Council refers to the bus company as the operator of the scheme. In my view the Council's role under the proposal would go beyond that permitted by s.106A of the 1985 Act, assuming the bus service meets the definition as set out in s.22 of



the 1985 Act. As such, my view is that the Council does not have the power to borrow from RCC or any other source in the manner envisaged. The Council would be able to make grants to another body only. I cannot say if Uppingham First meets the definition of a body to which the Council would be permitted to make a grant under s.22 of the 1985 Act.

I have not been told that the Council is eligible to exercise the general power of competence. My advice would remain the same even if it can.

In light of my above advice I will not consider the Council's second question. The third question on reclaiming VAT and the associated implications is not a legal question in any event.

I hope this has been of assistance.

Yours sincerely

Jane Moore  
Solicitor  
Head of Legal Services

UPPINGHAM FIRSTA COMPANY LIMITED BY GUARANTEEINCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31ST DECEMBER 2017

YE  
31/12/2016

£	<u>INCOME</u>	£
2,792	Grants	9,531
-	UppWatch	380
-	Rutland Lottery	505
-	Business donations	204
-	Heritage Products	144
33	Hopper Bus Donations	2,840
357	Other income	717
-	Bank interest receivable	-
97	Events/Projects/Training	1,252
<u>3,279</u>	Total Income	<u>15,573</u>
	 <u>EXPENDITURE</u>	
481	Webcam/Computing	324
	Hopper	374
	Rutland Lottery	236
-	UppWatch	464
50	Heritage products	20
120	Donations	350
53	Events/Projects/Training	897
99	Conferences/Courses	944
135	Subscriptions/licences	130
400	Insurance	320
50	Accountancy	50
136	Bank charges	160
39	Other expenditure	209
<u>1,563</u>	Total Expenditure	<u>4,478</u>
		-
<u>1,716</u>	NET INCOME for the period	<u>11,095</u>

UPPINGHAM FIRSTA COMPANY LIMITED BY GUARANTEEBALANCE SHEET AT 31ST DECEMBER 2017

31/12/2016

£

£

CURRENT ASSETS

3003	Cash at Bank			14098
	Heritage Stock			378
	686	add debtors (FAid+Lottery)	220	
	370	less creditors (Lottery)	282	
	<u>316</u>			<u>-62</u>
	<u>3319</u>			<u>14414</u>

represented by:

INCOME & EXPENDITURE ACCOUNT

1603	Opening Balance			3319
0	less Net expenditure for the period			0
1716	add Net income			11095
	<u>3319</u>			<u>14414</u>

For the year ended 31st December 2017 the company was entitled to exemption from audit inder section 477 of the Companies Act 2006 relating to small companies.

The members have not required the company to obtain an audit in accordance with section 476 of the Companies Act 2006.

The directors acknowledge their responsibility for complying with the requirements of the Act with respect to accounting records and the preparation of the accounts

These accounts subject to small companies requirements.

Approved by the board on

2018

and signed on its behalf by

Director

# UPPINGHAM FIRST Community Partnership

**Chair: Robert Wills Vice Chair: Edward Baines Secretary/Treasurer: Ron Simpson BEM**

## SAFEGUARDING CHILDREN, YOUNG PEOPLE AND VULNERABLE ADULTS POLICY JANUARY 2018

### INTRODUCTION

The policy is designed to encourage the development of good practice for projects run by Uppingham First (UF) to prevent the physical, emotional and sexual abuse of children and young people and vulnerable adults while they are engaged in UF related activities. The policy is also intended to protect those who come into contact with children and young people or vulnerable adults from unfounded accusations or from behaving in ways which may be well-intended but inadvisable.

The policy consists of:

- A – A Policy Statement
- B – Procedures and Guidelines for Implementation of this Policy

### A. POLICY STATEMENT

Definitions of a vulnerable adult include:

- Someone aged 18 years and over who may be unable to take care of or protect themselves because they have a physical or mental health problem, disability or are elderly.
- Vulnerable adults are those who are not able to defend themselves, protect themselves, or get help for themselves when injured or emotionally abused. A person may be vulnerable because of a physical condition or illness (such as weakness in an older adult or physical disability) or a mental or emotional condition.
- A vulnerable adult is a person aged 18 years or over who may be unable to take care of themselves, or protect themselves from harm or from being exploited. This may be because they have a mental health problem, a disability, a sensory impairment, are old and frail, or have some form of illness.

As one of its key activities UF seeks to provide activities for groups and individuals which may include children and young people and vulnerable adults, in a happy, safe and secure environment. In doing so UF takes seriously the welfare of all children, young people and vulnerable adults who are involved in its activities.

Child abuse is the term used when an adult or another child or young person harms a child or a young person under the age of 18. Vulnerable adults may also be at risk. UF wishes to prevent any physical, sexual or emotional abuse of children, young people and vulnerable adults whilst engaged in UF activities and to this end recognises its responsibility to implement, maintain and review the following procedures.

### B. PROCEDURES AND GUIDELINES FOR IMPLEMENTATION OF THIS POLICY

- **To plan the events and projects of UF so as to minimise situations where the abuse of vulnerable adults, young people or children may occur.**
  1. Arrange that volunteers and helpers are not left alone with a child or young person, and have received safeguarding training with regard to vulnerable adults.
  2. When meeting with children and young people or vulnerable adults individually, UF volunteers will take reasonable measures to ensure the safety of the young person and themselves, informing relevant people.
  3. Always seek out specialist skills or knowledge about safeguarding children, young people and vulnerable adults when planning activities and events.
  4. Always keep a check on visitors and guests during youth and children's events whether their visit is by invitation or unsolicited. Give clearly defined roles to any volunteers helping with youth and children's activities.
  5. Insist upon parent/carer involvement in activities for children and young people or vulnerable adults when ever possible .
- **To confirm with groups/organisations, who work with children and young people on behalf of UF that they follow appropriate safeguarding guidelines and practices.**
  1. Always check a person's DBS disclosure status before they work with children or young people.
  2. If there is any doubt about the suitability of a worker or volunteer this should be explored further.
- **To implement and issue guidelines to all volunteers working with children or young people or vulnerable adults on how to deal with abuse. These guidelines are set out below:**
  1. A reminder of our duty, both to prevent abuse and to report any abuse discovered or suspected even if this involves whistle-blowing.
  2. Guidance on what constitutes abuse and how to recognise it
  3. Specific instructions on who to inform if abuse is disclosed or discovered



#### 4. Who to inform if abuse is reported

#### 5. Guidance on how to support the abused child or young person

#### Kinds of abuse:

- Neglect is the persistent failure to meet a child's basic physical and/or psychological needs, likely to result in the serious impairment of the child's health or development.
- Physical, where children and young people or vulnerable adults receive physical hurt or injury.
- Sexual, where adults seek sexual gratification by using children and young people or vulnerable adults.
- Emotional, where children and young people or vulnerable adults are harmed by a constant lack of love and affection, or threats, taunting etc.

#### The following may be signs of abuse:

- A child or young person may be experiencing neglect if frequently dirty, hungry or inadequately dressed, afraid of parents or carers, constantly "put down", insulted, sworn at or humiliated or living with parents or carers involved in serious drug or alcohol abuse.
- Physical abuse, unexplained injuries or those which have received no medical attention, hidden injuries, signs of neglect.
- Sexual abuse, allegations made by the child or young person, pre-occupation with sexual matters, sexual activity through words, play or drawings, severe sleep disturbances with fears and phobias, being sexually provocative with adults.
- Emotional abuse, regression in behaviour, nervousness, sudden under-achievement, inappropriate relationships with peers/adults, attention-seeking, running away/stealing/lying, looking uncared for.

**N.B. Physical abuse and neglect are difficult to hide. Sexual abuse can be almost impossible to identify and prove. Many symptoms of distress can point to abuse but there may be other explanations.**

It is important, therefore, that the above signs are not taken as indications that abuse has taken place. They should make us stop and think, but not necessarily jump to conclusions.

#### If you suspect abuse:

- Do not delay.
- Consult with UF designated person and nominated deputy for matters concerning safeguarding children, young people and vulnerable adults who are Ron Simpson and Margaret Simpson (01572 823465)
- If you are worried about a child in Rutland, Tel. 01572 758407 and speak to the Children's Duty Team or, in an emergency, contact the Police.

#### If a child or young person or vulnerable adult wants to talk about abuse:

- Accept what the child or young person or vulnerable adult says, keeping calm and looking at them directly. Never push for information.
- Let them know that you need to tell someone else, do not promise confidentiality. Let the child or young person or vulnerable adult know what you are going to do next and that you will let them know what happens.
- Even when a child or young person or vulnerable adult has broken a rule they are not to blame.
- Be aware that the child or young person or vulnerable adult may have been threatened.
- Reassure the child or young person or vulnerable adult they were right to tell you and you believe them.
- Make notes as soon as possible, writing down exactly what was said and when he/she said it. Record dates and times of these events and give the hand-written record to the UF designated person as soon as possible or to the person responsible for running the event.

**Direct any queries regarding this policy to The Secretary, 7 Hawthorn Drive, Uppingham, Rutland LE15 9TA**

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**Company Limited by Guarantee: No: 6788282 Registered Office: The Falcon Hotel, Uppingham, Rutland LE15 9PY VAT Reg. No: 996401391  
Tel: 01572 495050 Mobile: 07710 328469 E-mail: [rons@clara.net](mailto:rons@clara.net)**



# UPPINGHAM FIRST

Community Partnership

**Chair: Robert Wills Vice Chair: Edward Baines Secretary/Treasurer: Ron Simpson BEM**

Uppingham Webcam  [www.uppinghamfirst.co.uk](http://www.uppinghamfirst.co.uk)

Neil Wedge  
Town Clerk  
Uppingham Town Council

29.3.22018

Dear Neil,

## Grant Application – Uppingham Hopper

I write to confirm as Company Secretary that Uppingham First Director David Ainslie is authorised by the partnership to make an application for grant aid to the town council in support of the operating costs of the Uppingham Hopper.

Regards,

*Ron Simpson*

Ron Simpson BEM  
Secretary/Treasurer  
Uppingham First

UPPINGHAM  
FIRST

Unless otherwise requested please direct all correspondence to The Secretary, 7 Hawthorn Drive, Uppingham, Rutland LE15 9TA

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Tel: 01572 495050 Mobile: 07710 328469 E-mail: [secretary@uppinghamfirst.co.uk](mailto:secretary@uppinghamfirst.co.uk)