

Public Document Pack



Date: 21 October 2013
Our ref: Pleasurama Site Dev Review/TFG/Agenda
Ask For: Charles Hungwe
Direct Dial: 01843 577186
Email: charles.hungwe@thanet.gov.uk

PLEASURAMA SITE DEVELOPMENT REVIEW TASK & FINISH GROUP

31 OCTOBER 2013

A meeting of the Pleasurama Site Development Review Task & Finish Group will be held at **7.00 pm on Thursday, 31 October 2013** in the Council Chamber, Council Offices, Cecil Street, Margate, Kent.

Membership:

Councillor Hornus (Chairman); Councillors: Binks, Campbell, Driver, Harrison, Marson, Nicholson and Worrow

AGENDA

Item
No

Subject

1. **APOLOGIES FOR ABSENCE**
2. **DECLARATION OF INTERESTS**
To receive any declarations of interest. Members are advised to consider the advice contained within the Declaration of Interest form attached at the back of this agenda. If a Member declares an interest, they should complete that form and hand it to the officer clerking the meeting and then take the prescribed course of action.
3. **MINUTES OF PREVIOUS MEETING** (Pages 1 - 4)
4. **PLEASURAMA SITE DEVELOPMENT - ADDITIONAL INFORMATION** (Pages 5 - 16)

Declaration of Interests Form

This page is intentionally left blank

PLEASURAMA SITE DEVELOPMENT REVIEW TASK & FINISH GROUP

Minutes of the meeting held on 29 August 2013 at 7.00 pm in the Council Chamber,
Council Offices, Cecil Street, Margate, Kent.

Present: Councillor Neil Hornus (Chairman); Councillors Binks, Campbell,
Driver, Harrison, Marson and Nicholson

In Attendance: Councillors King and D Green

5. APOLOGIES FOR ABSENCE

An apology for absence was received from Councillor Worrow.

6. DECLARATION OF INTERESTS

There were no declarations of interests.

7. MINUTES OF PREVIOUS MEETING

It was **AGREED** that the minutes of the meeting of the Group held on 18 July 2013 be approved and signed by the Chairman as a correct record.

ORDER OF BUSINESS

It was **AGREED** that the Work Programme (Agenda Item 4, Minute no.11 refers) be considered after "Review of Documentation" (Agenda Item 5) and "Due Diligence" (Agenda item 6).

8. EXCLUSION OF PUBLIC AND PRESS

In speaking under Council Procedure Rule 24.1, Councillor D Green requested, on behalf of residents and in the interests of transparency, that the press and public be not excluded for consideration of "Due Diligence" (Agenda Item No. 6 and Minute No. 9 refers).

Harvey Patterson, Corporate & Regulatory Services Manager, advised that the advice note on due diligence should be taken as a public document. However, the advice note referred to exhibited exempt reports and appendices that had been considered by the Cabinet and the Council in 2009 in private session. Consequently, officers did not have the authority to change their status. In contrast, the Task and Finish Group as a properly constituted Sub Committee of Overview & Scrutiny Panel did have the power to decline to resolve to exclude the press and public during the consideration of the exempt reports and appendices, thereby bringing them into the public domain. Nevertheless, the Task & Finish Group should be reluctant to take irreversible decisions binding on the Council as a whole. In response to Members' queries, he stated that he did not consider that an open discussion of the documentation at this meeting would prejudice the Council's legal position in relation to the Development Agreement – with the exception of the 2009 Deposit Agreement which was and remained a confidential document.

On the proposal of Councillor Nicholson, seconded by Councillor Harrison, it was **AGREED** to consider all the information relating to the item on "Due Diligence" (as appended to the private agenda) in open session.

Due Diligence was then considered by the Group.

9. **DUE DILIGENCE**

In answer to Members' queries, Harvey Patterson, Corporate & Regulatory Services Manager, agreed to try to locate and produce to the Group:

- i. The original of the document from National Westminster Bank plc dated 1 August 2007 in relation to a loan to SFP Ventures (UK) Limited;
- ii. Any correspondence to the Council from Wetmore Investments confirming that Wetmore would make available £5m funding for the Pleasurama development, it being noted that whilst the letter from S F P Ventures (UK) Ltd and the draft letter from SBP Banque referred to funding from Wetmore, there was no confirmatory letter from Wetmore itself;
- iii. Any other papers of relevance to the Group's investigation, including any other advice from Eversheds, whether on the Regeneration Services' files or otherwise.

In relation to the draft letter from SBP Banque, concern was expressed by a Member at reference to "Triple Star Rating", this being an unknown banking term. In addition, the draft letter did not refer to the available funds having been "blocked" by the Bank so that they could only be used for the purpose of the Pleasurama development.

The Group also asked the Corporate & Regulatory Services Manager to find out:

- i. Whether the draft letter from SBP Banque had ever been received as a final version.
- ii. Who wrote the document relating to the funding status and appraisal of the development, at Annex 1 to the report to Council on 23 July 2009.
- iii. The approximate date when Annex 4 – "Commentary from TDC Officers on the content of Annex 1" - was written.

Observations were made by Group Members as follows:

- i. The correspondence attached at Annex 1 was not contemporaneous, the document from National Westminster Bank being dated 1 August 2007, two years before the date of the Deed of Variation, and the letter from SBP Banque being dated 16 September 2008, nine months before the Deed of Variation.
- ii. Even where risk associated with a development is largely borne by the developer, the Council had a responsibility to carry out due diligence on the developer and any of its funders;
- iii. The Group had no evidence that due diligence had been carried out in a meaningful way.

It was AGREED that, under agenda item 4 – "To Agree a Work Programme for 2013-2014" (minute no. 11 refers) consideration be given to inviting the S.151 Officer to a future meeting of the Group for the purpose of giving evidence.

ADJOURNMENT OF MEETING

The meeting adjourned for 5 minutes.

THE MEETING THEN RESUMED

10. REVIEW OF DOCUMENTATION

During discussion, reference was made to:

- a) Paragraph 7 of the officers' commentary, stating that:

"The Council will have the right to terminate the site leases for breach of the Development Agreement which SFP fails to remedy ...".

- b) Paragraph 7 of the summary report, dated 19 October 2006, by Eversheds, setting out provisions relating to the termination of the Development Agreement.

The Corporate and Regulatory Services Manager, stated that in his view the opinion contained in the summary report from Eversheds concerning the ability of the Council to terminate the site leases was unaffected by the 2009 variations to the Development Agreement as these did not directly affect the site leases. He then summarised the 2009 variations to the 2006 Development Agreement as:-

- the Developer being able to provide a £1 million cash deposit instead of the £5m Performance Bond;
- the Developer no longer being required to build the hotel first; and
- the Council extending the time for completion of the development to 28 February 2014 (with the discretion to extend time for completion for a further three years).

- c) Paragraph 1.10 of the report to Cabinet on 7 May 2009 which inferred that the site leases did not have the same protection as the freehold.

The Corporate & Regulatory Services Manager stated that if the Development Agreement was terminated the developer would lose the right to further develop the site thus rendering the site leases unmarketable. In addition the Council was no longer proposing to transfer the freehold to the developer in advance of completion of the development. However, it was always the case under the 2006 Development Agreement and remained the case following the 2009 variations that so long as the developer completed the development and paid the Council all outstanding overage, the freehold of the site would be transferred to the developer.

- d) Paragraph 19.1 of the Deed of Variation dated 3 September 2009, in particular sub-paragraph number 2 thereof, which stated that:

"The Developer shall procure that ... Practical Completion of the whole of the Development Works takes place by not later than 28 February 2014, provided that where the Council in its absolute discretion determines that due to a severe market downturn it would be reasonable for the Developer to be permitted an extension of time ...".

It was proposed by Councillor Driver, seconded by Councillor Marson:

1. THAT the Corporate and Regulatory Services Manager requests the Leader of the Council as quickly as possible for an executive decision authorising him to seek external legal advice;
2. THAT the Group recommends to Cabinet that no further negotiations take place with the Developer until that external legal advice has been obtained."

Amendment to motion

An amendment to that motion was proposed by Councillor Campbell and seconded by Councillor Marson, as follows:

“THAT part (2) be replaced with the following:

“THAT the Group recommends to Cabinet that no executive decision be taken in relation to further varying the Development Agreement, but that any recommendation in that regard be made to Council for final decision.”

On being put to the meeting, the amendment was agreed.

Adoption of substantive motion

The substantive motion:

- “1. THAT the Corporate and Regulatory Services Manager requests the Leader of the Council as quickly as possible for an executive decision, authorising him to seek external legal advice;
2. THAT the Group recommends to Cabinet that no executive decision be taken in relation to further varying the Development Agreement, but that any recommendation in that regard be made to Council for final decision”;

was, upon being put to the meeting, declared CARRIED.

11. TO AGREE A WORK PROGRAMME FOR 2013-2014

It was AGREED:

1. THAT the S. 151 Officer be invited to attend the next meeting of the Group in order to answer questions;
2. THAT that meeting takes place in 4 to 5 weeks' time;
3. THAT the Chairman emails Group Members as soon as possible, requesting that questions to be put to the S.151 Officer be submitted to him within 2 weeks of the date of his email;
4. THAT, when responding to the Chairman's email, Group Members select, "Reply All";
5. THAT the Chairman collates all Members' questions and forwards them to the S.151 Officer as soon as possible after the 2-week period has expired.
6. THAT assurance be given at the next meeting of the Group that legal advice is under way.
7. THAT the Group considers inviting evidence in private session from a representative of the Friends of Ramsgate Seafront;
8. THAT the Group considers seeking evidence from Members of Cabinet at the time the Development Agreement and Deed of Variation were entered into and also the former Director of Regeneration Services;
9. THAT the Group consults with residents on any future options for the Pleasurama site.

Meeting concluded : 9.00 pm

PLEASURAMA SITE DEVELOPMENT – ADDITIONAL INFORMATION

To: **Pleaurama Site Development Review TFG – 31 October 2013**

Main Portfolio Area: **Operational Services**

By: **Charles Hungwe, Senior Democratic Services Officer**

Classification: **Unrestricted**

Ward: **Eastcliffe Ward**

Summary: **The report provides additional information and clarification based on issues and questions raised at and following the task and finish group meeting of 29th August 2013.**

For Information

1.0 Introduction and Background

1.1 At the meeting of the Pleaurama Site Development Review Task & Finish Group (TFG) on 29 August 2013, Members requested additional information on the Pleaurama Site Development Agreement.

1.2 As part of this Members agreed to send questions to the Chair of the Task & Finish Group, who would forward these to the Chief Executive. The written responses to these questions have been tabulated as included as Annex 1 to the report.

2.0 Other Action Points Updates

2.1 Members requested updates from the Corporate & Regulatory Services Manager on issues raised at the previous meeting of the sub-group as set out below:

- a) Whether the draft letter from SBP Banque had ever been received as a final version;
- b) Who wrote the document relating to the funding status and appraisal of the development, at Annex 1 to the report to Council on 23 July 2009?
- c) The approximate date when Annex 4 (to the report that was considered at the previous meeting of the TFG on 29 August 2013) – “Commentary from TDC Officers on the content of Annex 1” - was written;
- d) Assurance be given at the next meeting of the Group that legal advice is under way.

2.2 Updates on these issues will be provided at the meeting.

3.0 Options

3.1 Following assessment of the additional information provided Members may wish to consider whether to call any further witnesses. At the previous meeting Members had agreed the following:

- a) THAT the Group considers inviting evidence in private session from a representative of the Friends of Ramsgate Seafront;
- b) THAT the Group considers seeking evidence from Members of Cabinet at the time the Development Agreement and Deed of Variation were entered into and also the former Director of Regeneration Services;
- c) THAT the Group consults with residents on any future options for the Pleasurama site.

Or

3.2 The sub-committee may want to draw up their conclusions and recommendations for onward submission to the Overview & Scrutiny Panel.

4.0 Corporate Implications

4.1 Financial and VAT

4.1.1 There are no financial implications arising directly from this report. However some costs will be incurred by Council in seeking external legal advice on this issue as requested by members of the Group.

4.2 Legal

4.2.1 There are no legal implications arising directly from this report. Members requested that officers seek external legal advice. Such advice would need to be reflected in future reports.

4.3 Corporate

4.4 Equity and Equalities

4.4.1 There are no equity and equalities implications arising directly from this report.

5.0 Recommendation

5.1 With reference to the options highlighted in Section 3.0 of the report; guidance is sought from Members of the sub-committee on the way forward.

6.0 Decision Making Process

6.1 The Overview and Scrutiny Panel can set up a sub-committee to review any matters relevant to the operations of Council or the District and develop recommendations for submission to the Overview & Scrutiny Panel which if agree, would be referred to the relevant decision maker and/or body.

Contact Officer:	Charles Hungwe, Senior Democratic Services Officer, Ext 7186
Reporting to:	Glenn Back, Democratic Services & Scrutiny Manager, Ext 7187

Annex List

Annex 1	Responses to questions raised by members through the Chair
---------	--

Background Papers

Title	Details of where to access copy
None	N/A

Corporate Consultation Undertaken

Finance	Sarah Martin, Financial Services Manager
Legal	Harvey Patterson, Corporate & Regulatory Services Manager

This page is intentionally left blank

Response to OSP Questions regarding Pleasurama Site Development

	Cllr Driver Questions:	Answer
1	<p>Letter from Nat West Bank page 182. This letter confirms that Nat West Bank would provide SSP Ventures (UK) Ventures with a business development loan of approximately £18 million. The loan offer was made on 1 August 2007 and valid for 2 years. The report which included the due diligence went to Council of 23rd July 2009 so the offer period was almost at an end. What steps did the Council take to ensure that the Nat West offer was still valid, or that Nat West would make a new offer following the expiry of the current offer. Was Nat West ever contacted by the Council about this issue?</p>	<p>The offer letter was taken to still be valid as the date on the letter indicated. No further check was made.</p>
2	<p>Letter from SFP Ventures UK Ltd dated 2 June 2009 page 27. This letter states that Wetmore Investments will be funding the construction of the hotel through a £5million investment. What checks did the Council make into the validity of this claim e.g. obtaining copies of development agreements with SFP and what steps did the Council take to check the bonafides of Wetmore Investments e.g. securing information about company registration and ownership of Wetmore Investments and copies of its accounts? Was Wetmore Investment ever contacted by the Council?</p>	<p>External solicitors were used to validate the ability of Wetmore to provide the agreed level of finance, and that a binding legal agreement was in existence.</p>
3	<p>Draft Letter from SBP Banque to TDC page 186: Was contact made with SBP Bank to check the authenticity of this letter? Were checks made into the status of the SBP Bank by the Council? What was the date of this</p>	<p>This letter was not used by the Council to validate the position of the funders; instead external solicitors were used.</p>

	<p>letter? Who wrote this letter? Why was such an obviously suspicious letter ever accepted by the council as being genuine and why was it presented to members without comment on its origins and its validity?</p>	
4	<p>One final question:-The letter from SBP dated 16 September (page 181) appears to have a fax number 01473327340 which I believe is Ipswich, Kesgrave or Hadleigh at the bottom of the page. The transmission date of the fax appears to be September 8th at 14.04pm. This document therefore appears to have been transmitted before the date which appears on it (16th September 2008).</p> <p>At the top of the page there is a fax imprint dated 16 September at 14.37. The fax number is the SBP Banqu fax number. This suggests to me that the letter was drafted in England then faxed to the SBP Banque on 8 September and then faxed by SBP Banque to TDC on 16th September. I am unaware that bank clients are able to draft or sign letters on their bankers. This would undermine confidence in the banking system and the due diligence process and could suggest fraudulent collusion. Could you tell me if Council officers checked these suspicious fax imprints and if so what action was taken?</p> <p>Richard Nicholson</p>	<p>See above.</p> <p>Point of information – the copy fax provided in the papers was not fully reproduced and had cut off a portion of the date that the fax was sent, which was actually shown as 16 Sept 08. The fax number fits with it having been sent by Mr David Clark, then of Prettys Solicitors, who were acting on behalf of the developer and worked out of offices in Ipswich.</p>
1	<p>Letter from Nat West Bank page 182: This letter confirms that Nat West Bank would provide SFP Ventures (UK) Ltd with a business development loan of approximately £18 million. The loan offer was made on 1 August 2007 and included a 2 year repayment term. The report which included this due</p>	<p>See Ian Driver response no. 1</p> <p>Contact has been made with Natwest to check the validity of the letter and although no written reply has been received, the Natwest staff indicated that there was nothing to suggest that it was fraudulent; and it was left with them to investigate and take action</p>

	<p>diligence document went to Council of 23rd July 2009 so the offer was almost 2 years old at the time it was considered by councillors. What steps did the Council take to ensure that the Nat West offer was still valid, or that Nat West would make a revised offer? Was Nat West ever contacted by the Council about this issue? My concern is that accepting a 2 year old letter from the bank as evidence of funding is a high risk. I am also concerned that the letter appears to be "open-ended". In my experience a formal letter of offer by a bank would include terms and conditions and a disclaimer to the effect that "Nat West reserves the right to withdraw the offer at any time". Without such caveats I am I am very suspicious of this letter's provenance and think it should be investigated further. Do we have original letter?</p>	<p>as appropriate if their checks indicated that the document was a forgery.</p>
2	<p>Letter from SFP Ventures UK Ltd dated 2 June 2009 page 27: This letter states that Wetmore Investments will be funding the construction of the hotel through a £5million investment. What checks did the Council make into the validity of this claim e.g. obtaining copies of development agreements with SFP, and what steps did the council take to check the bonafides of Wetmore Investments e.g. securing information about company registration and ownership of Wetmore Investments and copies of its accounts. Was Wetmore Investment ever contacted by the council?</p>	<p>See Ian Driver response no. 2</p>
3	<p>Draft Letter from SBP Banque to TDC page 186: Was contact made with SBP Bank to check the authenticity of this letter. Were checks made into the status of the SBP Bank by the Council? What was the date of this</p>	<p>See answer above.</p>

	<p>letter? Who wrote this letter? Why was such an obviously suspicious letter ever accepted by the council as being genuine and why was it presented to members without comment on its origins and its validity?</p>	
4	<p>Could you tell me whether any Cabinet members or Councillors or Council officers raised questions about any the due diligence documents presented in the 2009 reports to Cabinet and Council? What were these questions and what action did the Council take to investigate the questions raised?</p>	<p>No questions were raised as far as I recall.</p>
	<p>Roz Binks</p>	
	<p>At the Full Council Meeting of 5 December 2002, a presentation was made by Mr Terence Painter as Agent, Peter Rutter and Ray Welsh as architects for SFP Ventures Partners Ltd.</p> <p>Following a Q & A session for Members, a Cabinet recommendation was proposed and approved as follows:</p> <ol style="list-style-type: none"> 1. SFP Ventures Partners Ltd offer and proposals for the site be accepted subject to satisfactory resolution of the legal documentation. 2. Delegated authority to resolve any amendments to the proposals during negotiation of legal documentation be given to the Director of Support Services, in conjunction with the Leader of the Council and the Cabinet member with portfolio for Regeneration and Economic Development. 	

	3. Authority be given to employ Eversheds as our solicitors acting on this matter, with legal costs to be met by the purchasers.	
1	On what evidence did the Cabinet Members of December 2002 base their recommendation, in addition to the presentation that night?	Don't know - Officers who were party to the 2002 decisions are no longer employed by the Council; and no records exist that refer to this.
2	Since the proposal contains no mention of financial documentation, the assumption must be that this aspect of the decision had already been satisfied. What documents did the 2002 administration see that satisfied this point?	See above.
3	Delegated authority to resolve any amendments to the proposal during negotiation of legal documentation was passed to one TDC officer and two councillors: one assumes that the Director of Support Services was sufficiently qualified to consider any amendments, but is there any evidence of a discussion in full Council with regard to the qualifications of the two Members, that enabled them to consider and possibly decide on any amendments to a large development project during highly complex legal negotiations?	See above.
4	Is there any evidence to show that TDC officers at the time considered this to be a prudent delegation of responsibility for decision-taking?	See above.
5	<i>"The Audit Commission carried out an investigation in 2001/02 into issues relating to the Council's handling of the disposal of the Pleasurama site in Ramsgate. During the course of the investigation, we identified a number of weaknesses in the Council's arrangements which could have had serious repercussions. We made a number of recommendations to the council to</i>	Cllr C Hart, Cllr D Green and Cllr I Johnston were all on the Cabinet in 2002. (other cabinet members were: R Nicholson, P Rollins, M Derrane, K Gregory, M Harrison).

	<p><i>strengthen the corporate governance arrangements, which we set out in an action plan.” (Ref: TH004 The Pleasurama Site Project Follow-up Report Date: January 2005)</i></p> <p>From the above it is clear that the Audit Commission found failings in the administration of the council, which were not picked up by the 2002 Cabinet. Are any Members of that 2002 Cabinet currently in a position within TDC to make decisions on long-term large development projects?</p>	
6	<p>Can you confirm that expenses with regard to legal work and documentation for this development have so far been covered by the developer? If not, how much has been paid by TDC? If known, what percentage is this of the total bill?</p>	<p>All external legal fees that were incurred in drafting the original agreement and the revised agreement in 2009 have been reimbursed by the Developer.</p>
7	<p>Statements have been aired publicly regarding the construction costs borne by the developer. Does TDC have any proof of this expenditure? If so, how much in total and has it been justified as reasonable?</p>	<p>Over £600k has been spent on reinforcing the cliff facing wall; TDC undertook this work which was paid for by the Developer. Road and drainage works have been undertaken by the developer – TDC have no detailed costs for these works. Site works including laying the foundations – we do not have detailed costs for these works. A sum of £1 million has been paid to the council as a bond in relation to the completion of the hotel. There are professional fees for a significant number of aspects of the development – but the council do not have the detailed costs of these. The developer has indicated that the total of these costs to be between £4- £5m, but the exact sum has not been a major issue as the significant sums obviously invested demonstrate a serious intent with regard to the site.</p>

8	Has the developer been asked recently to provide documents to prove that the developing company is solvent? If so, when?	The developer has been asked to provide the necessary information to support the financial viability of the project – to be presented at the point that any revision to the agreement is to be agreed.
9	Bearing in mind the size and nature of SFP, have any personal guarantees or evidence of independent references and proof of personal wealth of the key directors been provided by the directors of the company? If so, when?	£1m has been provided to the Council on account as a goodwill bond. This sum is currently held in a TDC bank account and is forfeited if the development is not completed. The personal wealth of the director of SFP has never been a key factor as the development is dependent on external funding. However, the current investment in the site, as indicated above, is based primarily on funding provided by the director.
10	Were TDC officers aware of the conflict of interest arising between the Swiss Bank and their client due to the client's part ownership of the bank? If so, who knew and were any Members informed?	Not known
11	Did the developer make that conflict of interest known when providing documentation? If so, when and to whom?	Not known
12	Was any due diligence (or research of any kind) carried out on the Swiss banking entity? If so, by whom and when?	It was a condition of the Council that any monies would have to be paid through the British banking clearing system, which requires the bank to undertake thorough due diligence checks on the fund's source.

This page is intentionally left blank

THANET DISTRICT COUNCIL DECLARATION OF INTEREST FORM

Do I have a Disclosable Pecuniary Interest and if so what action should I take?

Your Disclosable Pecuniary Interests (DPI) are those interests that are, or should be, listed on your Register of Interest Form.

If you are at a meeting and the subject relating to one of your DPIs is to be discussed, in so far as you are aware of the DPI, you **must** declare the existence **and** explain the nature of the DPI during the declarations of interest agenda item, at the commencement of the item under discussion, or when the interest has become apparent

Once you have declared that you have a DPI (unless you have been granted a dispensation by the Standards Committee or the Monitoring Officer, for which you will have applied to the Monitoring Officer prior to the meeting) you **must:-**

1. Not speak or vote on the matter;
2. Withdraw from the meeting room during the consideration of the matter;
3. Not seek to improperly influence the decision on the matter.

Do I have a significant interest and if so what action should I take?

A significant interest is an interest (other than a DPI or an interest in an Authority Function) which:

1. Affects the financial position of yourself and/or an associated person; or Relates to the determination of your application for any approval, consent, licence, permission or registration made by, or on your behalf of, you and/or an associated person;
2. And which, in either case, a member of the public with knowledge of the relevant facts would reasonably regard as being so significant that it is likely to prejudice your judgment of the public interest.

An associated person is defined as:

- A family member or any other person with whom you have a close association, including your spouse, civil partner, or somebody with whom you are living as a husband or wife, or as if you are civil partners; or
- Any person or body who employs or has appointed such persons, any firm in which they are a partner, or any company of which they are directors; or
- Any person or body in whom such persons have a beneficial interest in a class of securities exceeding the nominal value of £25,000;
- Any body of which you are in a position of general control or management and to which you are appointed or nominated by the Authority; or
- any body in respect of which you are in a position of general control or management and which:
 - exercises functions of a public nature; or
 - is directed to charitable purposes; or
 - has as its principal purpose or one of its principal purposes the influence of public opinion or policy (including any political party or trade union)

An Authority Function is defined as: -

- Housing - where you are a tenant of the Council provided that those functions do not relate particularly to your tenancy or lease; or
- Any allowance, payment or indemnity given to members of the Council;
- Any ceremonial honour given to members of the Council
- Setting the Council Tax or a precept under the Local Government Finance Act 1992

If you are at a meeting and you think that you have a significant interest then you **must** declare the existence **and** nature of the significant interest at the commencement of the

matter, or when the interest has become apparent, or the declarations of interest agenda item.

Once you have declared that you have a significant interest (unless you have been granted a dispensation by the Standards Committee or the Monitoring Officer, for which you will have applied to the Monitoring Officer prior to the meeting) you **must**:-

1. Not speak or vote (unless the public have speaking rights, or you are present to make representations, answer questions or to give evidence relating to the business being discussed in which case you can speak only)
2. Withdraw from the meeting during consideration of the matter or immediately after speaking.
3. Not seek to improperly influence the decision.

Gifts, Benefits and Hospitality

Councillors must declare at meetings any gift, benefit or hospitality with an estimated value (or cumulative value if a series of gifts etc.) of £100 or more. You **must**, at the commencement of the meeting or when the interest becomes apparent, disclose the existence and nature of the gift, benefit or hospitality, the identity of the donor and how the business under consideration relates to that person or body. However you can stay in the meeting unless it constitutes a significant interest, in which case it should be declared as outlined above.

What if I am unsure?

If you are in any doubt, Members are strongly advised to seek advice from the Monitoring Officer or the Democratic Services and Scrutiny Manager well in advance of the meeting.

DECLARATION OF DISCLOSABLE PECUNIARY INTERESTS, SIGNIFICANT INTERESTS AND GIFTS, BENEFITS AND HOSPITALITY

MEETING.....

DATE..... **AGENDA ITEM**

DISCRETIONARY PECUNIARY INTEREST

SIGNIFICANT INTEREST

GIFTS, BENEFITS AND HOSPITALITY

THE NATURE OF THE INTEREST, GIFT, BENEFITS OR HOSPITALITY:

.....
.....
.....

NAME (PRINT):

SIGNATURE:

Please detach and hand this form to the Democratic Services Officer when you are asked to declare any interests.