

## FOI Disclosure Log

Request Date	Decision Date	Enquiry	Response	Additional Information
29/12/12	3/1/13	Child Protection System	Information not held	
18/03/14	18/3/14	<p>Quality Status Costs &amp; Benefits. Please could you provide me with some information about your Quality Status, when you are able.</p> <ol style="list-style-type: none"> <li>1. What was the total (or approximate total) initial cost to Skegness Town Council of obtaining Quality Status?</li> <li>2. What is the annual cost of maintaining your Quality Status? (If this changes year on year, please give the anticipated cost for the 2013/14 financial year.)</li> <li>3. What is the total value of any and all grants and other funding which Skegness Town Council has obtained as a direct result of having Quality Status?</li> <li>4. What other material benefits has your council derived from having Quality Status?</li> </ol>	<p>Quality status was achieved in 2005 and no detailed information is available. The most significant part of the cost would have been the then Town Clerk's time providing evidence as part of the submission. No record of the time taken was recorded. There is no separate analysis within the Councils account that shows expenditure against the scheme. However, it is unlikely that there was any significant costs, since the application is generally about compiling information about how the Council operates (e.g. copies of minutes and agendas) Quality status was re-accredited in 2009 but the same response as in 1 above applies to the re-submission. No re-accreditation has been undertaken since that time. No correlation between quality status and the receipt of grants and other funding has been recorded or analysed and so it is not possible to provide this information. The Council has not recorded material benefits that may be attributable to the scheme and so it is not possible to provide this information.</p> <p>In general though, adhering to a scheme such as the Quality Council Scheme (which is under review) will give Council Members confidence that the Council is operating in an efficient and effective manner.</p>	
02/10/14	8/10/14	<p>Under FOI legislation, could you please provide me with financial information relating to the costs of face to face interpreting services, costs of telephone interpreting services, costs of written translation services.</p> <ol style="list-style-type: none"> <li>1. The annual cost for each of the services</li> <li>2. Breakdown of the top 10 most popular languages</li> <li>3. Details of your current provider(s) (company name, date contract was awarded)</li> <li>4. Spend per language service provider (LSP)</li> <li>5. When are your current language service contracts with your LSPs due to end?</li> <li>6. Where do you advertise your face to face interpreting/telephone interpreting/translation contracts?</li> <li>7. Name, addresses and contact point(s) for your Procurement Department responsible for awarding Interpreting and Translation contracts.</li> </ol>	<p>1. No Expenditure has been budgeted or incurred. 2. No request to translate service information has been made in the last two years (or ever to my knowledge). 3. No contract in place. 4. £0. 5. No contract in place. 6. There is no obvious demand in Skegness so no advertisements have ever been placed. 7. I do not anticipate there being any such contract.</p>	

Request Date	Decision Date	Enquiry	Response	Additional Information
24/11/14	24/11/14	<p>Air Conditioning. Q. It is a legal requirement that you hold valid TM44 Air Conditioning Assessments if any building has a total of more than 12kw of air conditioning present. Certificates are valid from 5 years of the issue date. Have you undertaken a TM44 Air Conditioning Assessments?</p> <p>Q. Who is the responsible person for ensuring that your buildings are surveyed and assessed, please provide the name, address, email address and telephone number of the responsible person.</p> <p>Q. If your TM44 Air Conditioning Assessments Certificates are in place, what is their expiry date?</p> <p>Q. What was the order value of the works placed with the Company which undertook the work?</p> <p>Q. Provide a breakdown of the price per building if available.</p> <p>Q. How many Certificates were produced?</p> <p>Q. Was the Assessor independent as required under the Regulations?</p> <p>Q. Name the Assessor organisation.</p>	<p>Skegness Town Council rents a small number of offices from East Lindsey District Council and is not the landlord of Skegness Town Hall. In the rooms occupied by Skegness Town Council there are no air conditioning units and so none of the questions are applicable.</p>	
18/12/14	18/12/14	<p>a) any documents submitted by East Lindsey District Council to Skegness Town Council prior to the removal of restrictive covenants along the Skegness foreshore in 2006, either to notify your council or to seek its views;</p> <p>b) your council's response/s to any such documents as listed in (a) above;</p> <p>c) any documents submitted by East Lindsey District Council to Skegness Town Council regarding the current intention to sell the Pier Field, either to notify your council or to seek its views; and</p> <p>d) your council's response/s to any such documents as listed in (c) above.</p> <p>"Documents" for the purpose of my request would include both printed and electronic communications.</p> <p>Should it be impossible to provide copies of any of those documents listed above, I would be satisfied instead to receive the appropriate summary in each case.</p>	<p>RESPONSE: I refer to your previous emailed question regarding this dated 4th July 2014 and my response on 7th July 2014 - " I can find no record that the Town Council was consulted. I do not find this unusual, since I believe these covenants were effectively a private agreement made between the Earl of Scarborough and the buyer of the land (Skegness Urban District Council) as a condition within the original contract of sale in the 1920s. As far as I am aware there were no public interest covenants which would have required public consultation (e.g. like removal of a public right of way). I must stress however that I have not seen the original contract of sale for the land.."</p> <p>There are no documents currently held by Skegness Town Council relating to covenants on the foreshore land owned by ELDC. The Town Council's practice in 2006 was to keep documents for a limited period (usually 2 years) unless required to be kept for longer by Statute or Accounting Regulations. Indexes of decisions and discussions from this time have been checked and no record of discussions can be found. This does not mean that letters or documents were not received at the time, just that there is no evidence that these existed. RESPONSE: Skegness Town Council has only had access to the information that is currently published on the East Lindsey District Council website <a href="http://www.e-lindsey.gov.uk/pierfield">http://www.e-lindsey.gov.uk/pierfield</a> and that is already in the public domain. The East Lindsey Corporate Asset Manager has informed Skegness Town Council's Office that any response to the notice published by them on 3rd December 2014 must be made East Lindsey District Council by 29th December 2014. Prior to the notice posted by East Lindsey District Council on 3rd December 2014, the Town Council had not agreed a view or position in relation to the sale of Pier Field and so no formal Council response has been given. Currently the next planned meeting of Council will be on 14th January, which is after the deadline set out in the notice.</p>	
29/07/17	2/8/17	<p>Requesting a copy of a report - "Council Agenda 2 August 2017 - Item 24 - Trade Marks - Confidential Report"</p>	<p>The report has now been produced and I am pleased to inform you that this is not going to Council as a confidential report as indicated on the agenda. It will be placed on the Skegness Town Council website later today.</p>	

Request Date	Decision Date	Enquiry	Response	Additional Information
19/08/17	21/8/17	<p>Agenda Item 22. STAFFING MATTER IMPACTING RESOURCES</p> <p>Confidential verbal report by the Town Clerk.</p> <p>Draft Minute C 74. STAFFING MATTER IMPACTING RESOURCES. Please send me copies of all the records you possess (information held on computers, in emails and in printed or handwritten documents as well as images, video and audio recordings.) about this matter.</p> <p>The Town Clerk gave a verbal report on a staffing matter.</p> <p>It was proposed, seconded and RESOLVED: That the verbal report be noted.</p>	Exempt. Under Section S(2)40 Due to personal information regarding a Council employee.	
28/03/18	28/3/18	<p>I would like to make a freedom of information request for the following information:</p> <ol style="list-style-type: none"> <li>1. Who at the council deals with the energy broker you use?</li> <li>2. Which energy broker do you use to procure gas, electric and water for the council?</li> <li>3. How is the energy broker paid for their services?</li> <li>4. If the broker had not been transparent about how they were paid, or the amount they were paid would you have a responsibility to have to look into this?</li> </ol>	Skegness Town Council is a very small energy user and as such does not currently use brokers to procure supplies of gas or electricity or any other utility service. As such, none of your questions apply to Skegness Town Council and no relevant information is held.	
15/04/18	17/4/18	<p>With regard to the Town Council's proposed community building the assumptions (ie the actual amounts) used in costing the proposal for:</p> <ol style="list-style-type: none"> <li>1. Business rates.</li> <li>2. Annual running costs.</li> </ol> <p>QUESTION/S.</p> <p>Please respond to whichever ONE of the following questions you find it most convenient to reply to with regard to the matters set out under "SUBJECT/S" above. You need not respond to both questions.</p> <p>QUESTION OPTION ONE – Please send me information about these.</p> <p>QUESTION OPTION TWO (ALTERNATIVE) – Please send me copies of all the records you possess (information held on computers, in emails and in printed or handwritten documents as well as images, video and audio recordings) about these matters.</p>	<p>In accordance with Section 1 (1) a of the Freedom of Information Act 2000 you are advised that Skegness Town Council does hold information that falls within the description of your request.</p> <p>Context and limitations of the information provided in response to the FOI request</p> <p>The Council's plans for a Community Hub are still at a formative stage and as such many elements of the design are not yet at a stage to allow the Council to establish firm running costs. The Council is working on the basis that the entire annual running costs for the building including capital financing costs will be contained within the total 4-year forward budget approved by Council in January 2018, subject to external economic factors or other projects the Council may wish to bring forward. The direct factors that influence running costs include but are not limited to the floor area and building volume, Building materials and finishes, Heating and ventilation systems, the use of the building including opening times.</p> <p>None of the above have yet been finalised and therefore annual running costs have been calculated based using the following assumptions : Internal area of 420 m2, Modern building construction and high levels of insulation, Mainly natural ventilation, Single storey building, Tea room operating when building is open to the community, Low maintenance finishes, No special insurance requirements, Initial maintenance costs are minimal and that a maintenance fund is established, Additional caretaking requirements beyond normal day to day activities (e.g. large functions) are chargeable, No unusual commercial waste requirements, Rateable Value is based on £100 pm2, Business Rates are set at a multiplier of £0.50 per annum.</p>	

Request Date	Decision Date	Enquiry	Response	Additional Information
		Continued from above	Provisional Revenue Running Costs Cost Estimates <del>2019/20</del> <del>2020/21</del> <del>2021/22</del> Business Rates <del>£15,750</del> <del>£21,000</del> £21,000 Water/Sewerage <del>£2,700</del> £3,500 <del>£3,500</del> Commercial Waste <del>£1,500</del> <del>£2,000</del> <del>£2,000</del> Caretaker/Cleaning <del>£7,500</del> <del>£10,000</del> £10,000 Building Insurance <del>£2,000</del> <del>£2,500</del> <del>£2,500</del> Door, security and legionella maintenance <del>£1,000</del> <del>£1,000</del> <del>£1,000</del> Admin extra hours and Community Coordinator <del>£3,000</del> <del>£14,000</del> <del>£14,000</del> Maintenance and care fund <del>£5,000</del> <del>£6,000</del> <del>£7,000</del> Total Project Revenue Budget <del>£41,150</del> <del>£63,500</del> <del>£64,500</del> Contingency in forward budget <del>£9,500</del> £0 £18,540 <hr/> Total Included in Medium Term Budget Projection <del>£30,650</del> £63,500 £83,040  Income from building Function room hire and community letting <del>£1,000</del> <del>£2,500</del> £2,500 Kitchen Tea Room surplus to building account <del>£0</del> <del>£9,170</del> £16,540 Total Income <del>£1,000</del> <del>£11,670</del> £19,040 <hr/> Net Costs <del>£40,150</del> <del>£51,830</del> £45,460	
05/06/18	6/6/18	Dear Skegness Town Council, I would like to request details about the Council's: 1. <del>Contracted</del> Housing Related Support services (including accommodation based support, floating support, rough sleeper and Housing First services) and  2. <del>Contracted</del> Adult Employability Services (not including skills and training)  For each individual contract over £50,000 per annum, could the Council please provide the following information: Contract name Contract start and end date Contract value (please indicate total or annual) The current contract provider Owner of the building the contract is delivered from The client group (please include contracts for single homeless, families, young people and rough sleepers) Number of clients supported under the contract Whether there is an intention to extend or reprocur the contract Lead commissioner name and contact details	1. Skegness Town Council does not hold any information relating to contract related support services. 2. Skegness Town Council does not hold any information related to Contracted Adult Employability Services.	

Request Date	Decision Date	Enquiry	Response	Additional Information
26/08/18	28/8/18	I believe it was in the early 90s and relates to the building of the (then) new swimming pool in Skegness. I'm trying to find out what the financial position was from the town council's perspective - I believe that they had to contribute an annual figure in the region of £10,000 for a certain number of years. Would there be any way of finding out what the exact figure was and how long the agreement lasted, or would it be too long ago now to look back?	Minutes of meeting from the 1990s are not held electronically but a search of the Council's Index on decisions (minutes) has been made and no decisions relating to a payment in respect of the Swimming Pool is evident. Financial records are kept for a period of 6 years plus the current year and financial records from the 1990's that would provide a definitive answer to your question are not available.	
04/09/18	4/9/18	1. What software do you use for Parking Enforcement (PCN issue and processing) and when does the current contract end? 2. What system do you use for cashless (pay by phone) parking and when does the current contract end? 3. What software do you use for Fixed Penalty Notice enforcement (FPN issue and processing) and when does the current contract end? 4. What software do you use to issue parking permits and season tickets and when does the current contract end?	Skegness Town Council is not responsible and does not manage any car parks or parking systems. None of your questions apply to Skegness Town Council and no relevant information is held.	
19/05/19	20/5/19	Can you please let me have information on the proposed Mosque on Roman Bank, Skegness?	In accordance with Section 1 (1) a of the Freedom of Information Act 2000 you are advised that Skegness Town Council does hold information that falls within the description of your request.	
31/10/21	1/11/21	I'm writing to you under the Freedom of Information Act (2000) to ask that you please disclose details of: Funding received from government to tackle flooding in your area, the department it came from, and where was spent. Also, based on previous years going back to 2018 (or as far as records allow) the increase/decrease in funding to the local councils for the purposes of tackling flooding in the local area.  I'd also like to know what % of your constituency is covered by public flood maintenance and how much by private owners, and who (if available) these private operators are.	Q1. Funding received from government to tackle flooding in your area, the department it came from, and where was spent. A1. No monies have been received from Government by Skegness Town Council in respect of Flood Protection  Q2 Also, based on previous years going back to 2018 (or as far as records allow) the increase/decrease in funding to the local councils for the purposes of tackling flooding in the local area. A2 No monies have been received from Government by Skegness Town Council in respect of Flood Protection  Q3. I'd also like to know what % of your constituency is covered by public flood maintenance and how much by private owners, and who (if available) these private operators are. A3. Skegness Town Council does not hold this information.  For information Skegness Town Council is a Parish Council and does not hold the statutory responsibility in respect of Flood Prevention for this area.	
21/11/22	21/11/22	Can you please reveal how much was paid to Emmerdale actor Danny Miller to switch on Skegness's Christmas lights this year please? As this is public money you are spending, I believe this passes the public interest test, especially at a time when Councils are looking at increasing Council tax for everyone.	Skegness Town Council has not employed Danny Miller or anyone to switch-on the Skegness Christmas lights this year and so has not expended any money in this respect.	

Request Date	Decision Date	Enquiry	Response	Additional Information
11/11/22	20/11/22	<p>Under the Freedom of Information Act 2000, please provide me with the following information: ·</p> <ul style="list-style-type: none"> <li>•The number of home based or agile workers employed by the town council</li> <li>•The amount of mileage in miles and GBP by the above employees during 2022</li> <li>•The agreed mileage rate for the above employees</li> </ul>	<p>In response to your Freedom of Information Request:</p> <p>Question 1. The number of home based or agile workers employed by the town council</p> <p>Answer 1. Nil, no employees are home based nor do they get mileage as a result of home working/agile working.</p> <p>Question 2. The amount of mileage in miles and GBP by the above employees during 2022</p> <p>Answer 2. Nil, no employees get mileage as a result of home working/agile working.</p> <p>Question 3. The agreed mileage rate for the above employees</p> <p>Answer 3. No employees are home based (December 2022). Employees are paid the National Joint Council rates for mileage incurred on official duties, these rates have been in place since 2010. See table.</p>	

Local Government NJC (England, Wales & Northern Ireland)			
Essential User Allowance			
Engine capacity	451 - 999cc	1000 - 1199cc	1200 - 1450cc
Lump sum	£846 p.a.	£963 p.a.	£1,239 p.a.
per mile first 8,500	36.9p p.m.	40.9p p.m.	50.5p p.m.
per mile after 8,500	13.7p p.m.	14.4p p.m.	16.4p p.m.
Casual User Allowance			
Engine capacity	451 - 999cc	1000 - 1199cc	1200 - 1450cc
per mile first 8,500	46.9p p.m.	52.2p p.m.	65.0p p.m.
per mile after 8,500	13.7p p.m.	14.4p p.m.	16.4p p.m.

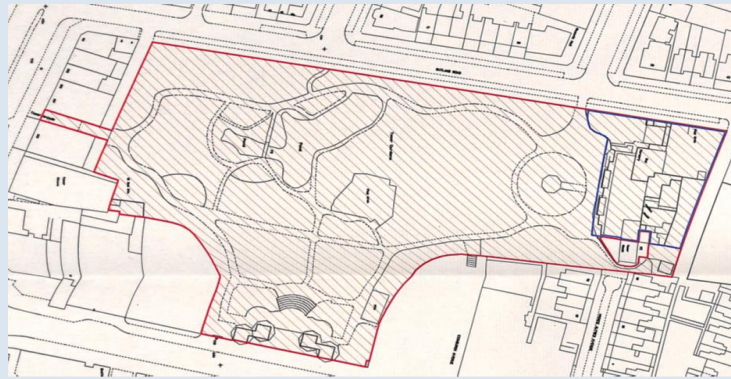
Request Date	Decision Date	Enquiry	Response	Additional Information
20/02/22	27/2/22	Can you please give me the details of Covenants on Tower gardens by the Earl of Scarborough.	<p>The original covenants on Tower Gardens by the Earl of Scarborough were incorporated into an agreement between the Earl of Scarborough trustees and Skegness Urban District Council as part of a larger land transfer agreed on 18th January 1922. The covenants were made with reference to the then in force legislation which may have changed the original covenants, or the enforceability of those covenants. Over the years some covenants and restrictions may have been altered by Skegness Urban District Council or East Lindsey District Council by agreement or letter. The Land Registry does not record these and Skegness Town Council does not hold these changes on record.</p> <p>When East Lindsey District Council transferred the land to Skegness Town Council in April 2019, it had a responsibility to the original agreement to incorporate any persisting covenants within the asset transfer agreement. This agreement is written in modern legal language and refers to current legislation. It is therefore this information that has been included here, as this is what is currently enforceable and is the basis from which Skegness Town Council is now operating.</p> <p>I have copied the relevant sections of the agreement that set out the covenants below.</p> <div data-bbox="954 507 1480 820" style="border: 1px solid black; background-color: #ffffcc; padding: 5px;"> <p><b>11.2 Indemnity covenants</b></p> <p>The Transferee covenants with the Transferor by way of indemnity only that the Transferee and its successors in title shall:</p> <p>11.2.1 observe and perform the covenants, conditions and restrictions contained or referred to in the property and charges registers for the Property (except for those relating to mortgages or financial charges) so far as they are still subsisting and capable of taking effect and shall indemnify and keep the Transferor indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liabilities arising from any failure to do so; and</p> </div>	

Request Date	Decision Date	Enquiry	Response	Additional Information
		Above response continued.	<p>11.2.2 observe and perform the covenants, agreements and obligations on the part of the landlord contained in or implied by the Occupational Leases and shall indemnify and keep the Transferor indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liabilities arising from any failure to do so.</p> <p>11.3 The Transferee for the purpose only of affording to the Transferor a full and sufficient indemnity hereby covenants with the Transferor that the Transferee and those deriving title under the Transferee will at all times hereafter observe and perform the covenants restrictions stipulations conditions and other matters contained mentioned or referred to in the registers of the above mentioned title so far as the same relate to the Property and are still subsisting and capable of taking effect and will so far as aforesaid indemnify the Transferor against all actions proceedings costs claims and demands resulting from any future breach non-observance or non-performance thereof</p> <p>11.4 The Transferor does not warrant or guarantee to the Transferee that the pipes cables sewers drains and other telecommunications and service media running in on over or under or through the Property are suitable for their purpose and the Transferee purchases the Property subject to any defects whether or not the same are apparent</p> <p>11.5 The covenant implied in this transfer by Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall apply only so far as it relates to charges or other incumbrances (whether monetary or not) and which are within the knowledge of the Transferor</p>	
		Above response continued.	<p>12</p> <p>12. 1 Restrictive and positive covenants by the Transferee (include words of covenant)</p> <p>Pursuant to the provisions of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 the Transferee and the Transferee's successors in title for the time being of the Property and each and every part hereof covenant with the Transferor as follows:-</p> <p>12.1.1 Not to use the Property other than for a purpose or purposes of community or amenity use and not to carry on or permit to be carried on in or on the Property any trade business or manufacture other than any within the Property's current use as at the date of this deed which includes but is not limited to the parts of the Property used as amenity land, public conveniences and kiosks</p> <p>12.1.2 Not to use or develop the Property for any commercial or residential purpose or to seek any change of use under any statutory enactment or provision</p> <p>12.1.3 To observe and perform the provisions of Schedule 2 (within this Box 12) relating to the Right of Pre-emption in relation to those parts of the Property which are shown edged red and hatched red on the annexed plan but not in relation to that part of the Property shown edged red and hatched red but also edged blue on the annexed plan.</p>	



Above response continued.

1.4 "Community or Amenity Purpose" means any purpose within the scope of sections 133, 144 or 145 of the Local Government Act 1972 (but excluding any purpose under e145 for commercial gain other than any type of community arts and crafts event, festival, concert, dance, or school play) or within the scope of section 19 of the Local Government (Miscellaneous Provisions) Act 1976 as those sections are in force at the date of this Transfer;



Request Date	Decision Date	Enquiry	Response	Additional Information
05/12/23	5/12/23	<p>We write in connection with utilities supplied to the previous/current tenants of Unit 36, Hassall Road, Skegness, PE25 3TB.</p> <p>From our investigations, it appears that the incorrect information as to the identity of the occupant may have been provided to us.</p> <p>We request that you provide the following information as a matter of urgency so we can ensure that the correct entity is billed for utility supply:</p> <p>1. Please confirm the name of the individual or legal entity liable to pay non-domestic rates in respect of the Site for the period 02.05.2014 – Present.</p> <p>2. If more than one individual/entity was liable to pay non-domestic rates in respect of this Site during the above period, please can you confirm:</p> <p>2.1. The name of each individual/entity.</p> <p>2.2. The period in respect of which that individual/entity was liable for the payment of non-domestic rates.</p> <p>Should the ratepayer be an individual, we would like to make you aware that as this information is sought for the purposes of prospective legal proceedings should the utility bill be unpaid, it is therefore disclosable under Schedule 2 Part 1 Para 5 (3) (a) of the Data Protection Act 2018.</p> <p>We would take this opportunity to thank you for your assistance and we look forward to receiving your response.</p>	<p>Skegness Town Council does not hold information you have requested in respect of Non Domestic Rates as we are not the Rating Authority.</p>	