

**PENZANCE COUNCIL – 10 NOVEMBER 2025****REPORT FOR DECISION****APPOINTMENTS TO COMMITTEES AND OUTSIDE BODIES**

| Our Culture                                                                      | Our Decision Making                                                               | Our Environment                                                                   | Our Money                                                                         | Our People                                                                         | Our Places                                                                          | Our Resilience & Wellbeing                                                          |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |  |  |  |  |
|                                                                                  | ✓                                                                                 |                                                                                   |                                                                                   | ✓                                                                                  | ✓                                                                                   |                                                                                     |

**Recommendation:**

1. Authority be delegated to the Town Clerk, following consultation with the newly elected Member, to appoint said Member to committees.
2. Authority be delegated to the Town Clerk, following consultation with the newly elected Member, to appoint said Member to outside bodies where vacancies exist.
3. The terms of reference of committees be amended as necessary to reflect the changes in membership numbers.

**Background:**

A by-election for Penzance Promenade Ward is due to take place on 5 November and, at the time of writing this report, the successful candidate is unknown. However, the Member will have been elected by the time this meeting takes place and it will be necessary to appoint them to committees and any outside bodies where vacancies exist.

It is unlikely that there will have been an opportunity to induct the new Member prior to this meeting and there will therefore have been no discussions to decide upon which committees they would like to sit. Delaying appointment until the next Council meeting would prevent the new Member from taking part in a full cycle of committee meetings and it is therefore recommended that authority is delegated to the Town Clerk to make the appointments, along with the outside bodies where vacancies exist following the departure of the former Member.

Elliot Ridington  
Democratic Services and Governance Officer

**PENZANCE COUNCIL – 10 NOVEMBER 2025****REPORT FOR DECISION****PENZANCE COUNCIL RISK REGISTER**

| Our Culture                                                                      | Our Decision Making                                                               | Our Environment                                                                   | Our Money                                                                         | Our People                                                                         | Our Places                                                                          | Our Resilience & Wellbeing                                                          |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |  |  |  |  |
| ✓                                                                                | ✓                                                                                 | ✓                                                                                 | ✓                                                                                 | ✓                                                                                  | ✓                                                                                   | ✓                                                                                   |

**Recommendation:**

1. The updated Penzance Council Risk Register, as set out using tracked changes at Appendix 1 to this report, be noted and adopted.
2. The revised Risk Management Strategy, as set out using tracked changes at Appendix 2 to this report, be approved and adopted.

**Background:**

The regular review of Penzance Council's Risk Register has been completed.

The risk management strategy has also been reviewed and the financial impact thresholds have been increased to more accurately reflect the Council's current financial position.

Service leads for each area and activity are responsible for maintaining relevant sections of the register, alongside their respective operational risk assessments and management process. Where elevated risks are identified these are further developed through a Risk Management Action Plan. Detailed actions to manage the risk are identified and this is reviewed regularly at Corporate Management Team meetings.

The updated Risk Register (Appendix 1) and revised Risk Management Strategy (Appendix 2) are now therefore presented for adoption.

Appendix 1 – Updated Penzance Council Risk Register  
Appendix 2 – Revised Risk Management Strategy

Cal Bagshaw  
Corporate Services Manager

James Hardy  
Town Clerk

## Penzance Town Council – Strategic Risk Register

This Document is the Strategic Risk Register of Penzance Town Council as documented in the Risk Management Strategy.

Created: ~~July~~ October 2025~~4~~

Approved:

| Penzance Council |                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                      |        |            |       |
|------------------|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|-------|
| Ref              | Risk/Trigger                                                                    | Notes and Actions to Manage Risks                                                                                                                                                                                                                                                                                                                                                    | Impact | Likelihood | Score |
| PC1              | Failure to comply with legislation and/or regulations                           | <ul style="list-style-type: none"> <li>The following are in place and reviewed regularly <ul style="list-style-type: none"> <li>Standing Orders</li> <li>Financial Regulations</li> <li>Statement of Internal control</li> <li>Code of Conduct</li> <li>Scheme of Delegation</li> </ul> </li> <li>Membership of NALC and CALC and guidance implemented</li> </ul>                    | 3      | 1          | 3     |
| PC2              | Failure to comply with Information Handling regulations including GDPR and FOIA | <ul style="list-style-type: none"> <li>Policies in place to regulate information handling and information security <ul style="list-style-type: none"> <li>Data Protection Policy</li> <li>Data Retention Policy</li> <li>FOI policy</li> </ul> </li> <li><u>Confidential waste collection, IT security measures (passwords) and locked cabinets protect data security</u></li> </ul> | 43     | 2          | 68    |
| PC3              | Negative impact on operation of council connected to IT system                  | <ul style="list-style-type: none"> <li>All staff complete Cyber Security training</li> <li><u>Cyber crime insurance in place</u></li> <li>System backed up on secure server</li> </ul>                                                                                                                                                                                               | 42     | 2          | 28    |

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| Penzance Council |                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |            |           |
|------------------|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|-----------|
| Ref              | Risk/Trigger                                                                                            | Notes and Actions to Manage Risks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Impact    | Likelihood | Score     |
|                  | processes or failure of same                                                                            | <ul style="list-style-type: none"> <li>Upgrades carried out as required</li> <li>Capable comms officer in place to ensure website is current</li> <li>External website development support is in place with budget in place to source adequate services</li> <li>Code of conduct and training in place to ensure content is legal and has a consistent positive reputational impact</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |            |           |
| PC4              | Damage, harm or injury to staff or visitors to Penzance Council Property <u>or events</u>               | <ul style="list-style-type: none"> <li>Risk Assessments carried out for each <del>activity, area and</del> <u>activity and</u> event</li> <li>Fire Risk Assessments in place including evacuation plan and self-closing fire doors</li> <li><del>Conditions Survey completed every three years for all buildings every 5 years</del></li> <li><u>Completion of statutory testing and certification in line with recommended timeframes. Actions completed as required. Ensures all systems are safe and compliant.</u></li> <li>Panic alarm, CCTV and Intruder alarm installed and operative</li> <li><del>All staff regularly complete DSE assessments to ensure healthy use of Workstations</del> <u>Annual External Health and Safety audit encompasses staff health and wellbeing including DSE use, stress management and health surveillance.</u></li> <li><del>Confidential waste collection, clear desk policy, IT security and locked cabinets protect data security</del> <u>Majority of council staff have Emergency First Aid at Work qualification</u></li> </ul> | <u>23</u> | <u>24</u>  | <u>62</u> |
| PC5              | Reputational or material loss incurred while delivering Civic Events and duties                         | <ul style="list-style-type: none"> <li>Risk Assessments in place for all events</li> <li>Code of Conduct governs conduct of Mayor and <del>other Civic dignitaries</del> <u>Councillors</u></li> <li>Invitations to attend events are scrutinised to ensure appropriateness</li> <li>Process in place for securing Chains of office and all items are insured</li> <li><del>Safety of Mayor is paramount, preparatory and Dynamic risk Assessments are in place and Mayor has authority to leave should any danger be unmanaged</del></li> <li>Civic events are planned in advance, with carefully documented procedure notes to ensure smooth running, ensuring reputation and safety.</li> <li>Budgets are in place and monitored</li> <li>Civic Deputies are in place to cover for illness or other inability to fulfil duties</li> </ul>                                                                                                                                                                                                                                   | 3         | <u>21</u>  | <u>63</u> |
| PC6              | <u>Cost (financial or otherwise) incurred due to Town Deal development works – part 1 – Coach House</u> | <u>Risk Management Action plan is in place to manage this ongoing project including:</u> <ul style="list-style-type: none"> <li><u>Reputational risks managed by comp0liance with planning permissions and regular public comms</u></li> <li><u>Compliance with tree survey</u></li> <li><u>Disruption of service to public and staff with movement of reception and noise from building</u></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <u>3</u>  | <u>2</u>   | <u>6</u>  |

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| Penzance Council |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |            |       |
|------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|-------|
| Ref              | Risk/Trigger       | Notes and Actions to Manage Risks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Impact | Likelihood | Score |
|                  | <u>development</u> | <u>works , IT issues – change management and comms</u> <ul style="list-style-type: none"> <li>• <u>Over run in time and budget – low risk, good adherence with schedule throughout</u></li> <li>• <u>Gap in financial generation if contractor not in place on completion.</u></li> <li>• <u>Asset management plan will reflect development</u></li> <li>• <u>Loss of contractor due to any risks to their business or availability</u></li> <li>• <u>Compliance with building regs</u></li> <li>• <u>Failure to meet grant funding deadlines would result in loss of funding</u></li> <li>• <u>Disruption to education services. Cost of temporary accommodation and lack of consistency.</u></li> <li>• <u>Lack of uptake of new café/reduced footfall in gallery (marketing)</u></li> <li>• <u>Competition between café provisions</u></li> <li>• <u>Structural damage caused by renovations</u></li> <li>• <u>Capacity of contract administrator</u></li> </ul> |        |            |       |

| Arts and Culture Committee |                                            |                                                                                                                                                                                                                                                                                                                                                                                             |           |            |           |
|----------------------------|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|-----------|
| Ref                        | Risk/Trigger                               | Notes and Actions to Manage Risks                                                                                                                                                                                                                                                                                                                                                           | Impact    | Likelihood | Score     |
| AC1                        | Damage or theft from gallery, shop or cafe | <ul style="list-style-type: none"> <li>• Alarm System inc. panic alarm, CCTV and fire alarms meets required standards and is serviced annually</li> <li>• Insurance is in place for all assets to limit financial impact</li> <li>• Security procedures in place</li> <li>• Stewards in gallery during opening hours</li> <li>• Manual handling procedures and training in place</li> </ul> | <u>43</u> | 1          | <u>43</u> |

| Arts and Culture Committee |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |            |       |
|----------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|-------|
| Ref                        | Risk/Trigger                                                               | Notes and Actions to Manage Risks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Impact | Likelihood | Score |
|                            |                                                                            | <ul style="list-style-type: none"> <li>Barriers protect artwork</li> <li>Secure hanging system</li> <li>Air handling system in operation</li> <li>Salvage plan in place</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                             |        |            |       |
| AC2                        | Safeguarding breach or complaint related to delivery of Learning Programme | <ul style="list-style-type: none"> <li>Learning Officer is Safeguarding lead</li> <li>Relevant staff have enhanced DBS checks</li> <li>All keyholders receive safeguarding training</li> <li>Sessions are not held by a sole adult, guardians or teachers are present</li> </ul>                                                                                                                                                                                                                                                                                                                               | 3      | 1          | 3     |
| AC3                        | Harm to gallery visitors, staff or volunteers                              | <ul style="list-style-type: none"> <li>Risk Assessments carried out for each activity, area, hazard and event</li> <li>Weekly building maintenance checks</li> <li>Weekly fire alarm checks</li> <li><a href="#">Training delivered to staff on legionella/fire marshal training/first aid training</a></li> <li>Regular programme of <a href="#">external</a> inspections <del>and training delivered to staff:</del> lifts/fire extinguishers/fire risk assessments/doors and roller shutters/<del>legionella/fire marshal training/first aid training etc.</del></li> </ul>                                 | 3      | 2          | 6     |
| AC4                        | Loss of reputation and income                                              | <ul style="list-style-type: none"> <li>Temporary exhibition programme with regularly changed displays</li> <li>Community engagement</li> <li>Safe collections storage with secure records</li> <li>Arts Council England Accredited Museum</li> <li>Compliance with Museums Association Code of Ethics</li> <li>Marketing Assistant in place to upkeep website and generate social media activity</li> <li><a href="#">Arts and Culture Committee oversees activity for generating Retail Income, Admission Fees and Fundraising</a></li> <li><a href="#">Business disruption insurance in place</a></li> </ul> | 3      | 2          | 6     |

| Finance and General Purposes Committee |                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |            |       |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|-------|
| Ref                                    | Risk/Trigger                                                                                                         | Notes and Actions to Manage Risks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Impact | Likelihood | Score |
| FGP1                                   | Loss of money through fraud, theft, poor accounting systems                                                          | <ul style="list-style-type: none"> <li>Financial Management System, <u>Financial Regulations and internal controls are in place and used for all financial decisions</u></li> <li>Authorisation hierarchy in place for all supplier payments</li> <li>All contractors are controlled by contracts or service level agreements</li> <li>Finance Officer regularly reconciles all accounts including petty cash tins and shop float.</li> <li>Secure cash collection service in place and cash kept in safe between collections. <u>secure measures in place for transportation between sites.</u></li> <li>Insurance cover for internal crime reviewed annually to avoid underinsurance</li> <li>Processes in place dictate regular checks on VAT and HMRC requirements by RFO and Town Clerk.</li> <li>Internal audits carried out by suitably qualified external contractor <u>(independent of the Council or any Council member or Officer)</u></li> </ul> | 4      | 1          | 4     |
| FGP2                                   | Insufficient <u>financial</u> resources                                                                              | <ul style="list-style-type: none"> <li>General reserve maintained <u>at a minimum of three months operating expenditure</u></li> <li>Earmarked reserves are maintained for areas identified as potential future expenditure and regularly reviewed by <u>relevant budget holder Town Clerk, RFO and relevant committees.</u></li> <li>Financial plan is <u>painstakingly thoroughly</u> prepared and discussed transparently with Councillors, providing a thorough understanding of financial needs and the reasoning behind precept calculations</li> <li>Monthly income and expenditure reports are prepared</li> <li>Regular budgetary control reviews undertaken by <u>finance team RFO and raised shared with Town Clerk budget holders and presented to relevant committee and each committee meeting.</u></li> </ul>                                                                                                                                 | 4      | 1          | 4     |
| FGP3                                   | Loss or damage to assets and premises through theft, fire, flood vandalism <del>or market/legislative changes.</del> | <ul style="list-style-type: none"> <li>Asset register in place and reviewed annually along with insurance to ensure adequate cover</li> <li>Assets maintained to preserve value, meet legislation and environmental regs – budget in place</li> <li>Buildings have regularly maintained intruder and fire alarms</li> <li>CCTV in place in public areas</li> <li>Fire risk assessments in place for all buildings</li> <li>Property and Land recorded with Land Registry</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 3      | 2          | 6     |

| Finance and General Purposes Committee |                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |            |       |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|-------|
| Ref                                    | Risk/Trigger                                                                                                                             | Notes and Actions to Manage Risks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Impact | Likelihood | Score |
|                                        |                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |            |       |
| FGP4                                   | Breach of Employment Law and/or obligations as an employer.<br>Risk of financial and reputational damage                                 | <ul style="list-style-type: none"> <li>• Robust recruitment and selection policy and procedure in place including 100% Right to Work documents checks, reference requirement, requirement to evidence qualifications and DBS check where relevant</li> <li>• Suite of HR policies in place, approved by Council and available to all staff</li> <li>• HR advice through Worknest</li> <li>• Corporate Services Manager completes regular training to ensure up to date compliance knowledge</li> <li>• Employers Liability in place in line with legal requirements</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                         | 3      | 2          | 6     |
| FGP5                                   | Impact on Council's operation and/or activities by reduced productivity in officer team due to loss of staff/absence/morale/productivity | <ul style="list-style-type: none"> <li>• Policies in place to manage and optimise employee relations: <ul style="list-style-type: none"> <li>• Absence management</li> <li>• Bereavement</li> <li>• Capability</li> <li>• Dignity at Work</li> <li>• Employee Code of Conduct</li> <li>• Disciplinary Procedure</li> <li>• Enhanced employee benefits</li> <li>• Equal Opportunities</li> <li>• Flexible Working</li> <li>• Grievance</li> <li>• Leave</li> <li>• Maternity, Adoption and Paternity</li> <li>• Safeguarding</li> <li>• Training and Development</li> </ul> </li> <li>• Employee Assistance Programme in place</li> <li>• Regular staff appraisal scheme (PDR)</li> <li>• Leadership training is available to all line managers</li> <li>• <u>Cover for sickness – overtime, schemes of delegation (action), redistribution of work, keyholders, first aiders/fire wardens</u></li> <li>• <u>Action – emergency/business continuity plan</u></li> </ul> | 3      | 3          | 6     |

| L&A Committee |                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |            |       |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|-------|
| Ref           | Risk/Trigger                                                                                                                           | Notes and Actions to Manage Risks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Impact | Likelihood | Score |
| LA1           | Harm caused by failure to ensure adequate Health and Safety                                                                            | <ul style="list-style-type: none"> <li>• Risk Assessments carried out for required activities</li> <li>• Fire risk assessment in place</li> <li>• H&amp;S Advisory Service and annual audit provided by Worknest</li> <li>• <del>H&amp;S</del> induction for all staff <u>including documented safety checklist relevant to role.</u></li> <li>• Council property properly maintained <u>and regularly inspected</u></li> <li>• Specific training provided as per risk assessment findings <del>inc. 1<sup>st</sup> Aid</del></li> <li>• H&amp;S covered in team meetings</li> <li>• Regularly serviced machinery operated by qualified persons with up to date certification using <u>correct</u> PPE.</li> <li>• Permission must be sought from PZTC for any events on PZTC property being held by third parties with relevant <u>Insurance and</u> Risk Assessments produced and submitted to Safety Advisory Group of Cornwall Council where appropriate.</li> <li>• Adequately trained First Aiders in L&amp;A team</li> <li>• All contractors provide method statements, risk assessments, hold valid accreditation and hold public liability insurance</li> </ul> | 4      | 2          | 8     |
| LA2           | Liability arising from operation of public parks including Penlee Park and all Council managed Play parks, Skate Parks and Open Spaces | <ul style="list-style-type: none"> <li>• Recorded checks are in place of bins, litter, drugs, pathways and car park with any hazards removed or dealt with</li> <li>• Compliance with all legal requirements <del>(driver and vehicle licensing) for vehicles used in park</del></li> <li>• <del>Loads are secured and within stipulated load limits</del></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 4      | 2          | 8     |

| L&A Committee |                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |        |            |       |
|---------------|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|-------|
| Ref           | Risk/Trigger                                                                  | Notes and Actions to Manage Risks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Impact | Likelihood | Score |
|               |                                                                               | <ul style="list-style-type: none"> <li><del>Before use checklist completed for trailer with any defects or maintenance needs addressed</del></li> <li>Vehicles are locked and secured when not in use</li> <li>Machinery is suitable, <u>well maintained</u> and securely <u>lyd</u> stored, operated only by trained staff and with appropriate PPE</li> <li>Regular checks and regular Service Risk Assessments carried out on Play equipment and facilities.</li> <li>Insurance in place to mitigate cost of damage by vandalism</li> <li>Repair budget in place annually ensures equipment is replaced within safe lifespan limits</li> </ul>                                                                                                                                                                                                                                                 |        |            |       |
| LA3           | Risk to public safety and public health linked to operation of public toilets | <ul style="list-style-type: none"> <li>Contract in place with Crystal Clear to ensure toilets are cleaned and maintained to ensure continued availability <u>and good standards of cleanliness and hygiene.</u></li> <li><u>Daily checklists completed to ensure established maintain standards are maintained</u></li> <li><u>Water management plans in place and adhered to.</u></li> <li><u>Statutory inspection checklists in place and reported to the L&amp;A Committee</u></li> <li>Toilets are closed to allow <u>for</u> cleaning and making safe in the event of any dangerous substances including drug paraphernalia or bodily excretions LA3</li> <li>Opening hours <u>manage risk of out of hours damage have reduced the amounts of dangerous incidents late in to the evening</u></li> <li>Risk Assessment in place with mitigations to manage risk of injury to users</li> </ul> | -43    | 2          | 86    |
| LA4           | Inadequate fulfilment of duty to provide allotments                           | <ul style="list-style-type: none"> <li><u>Responsibility with RFO and L&amp;A manager to present recommendation for adequate budget to PZTC to ensure allotment provision is maintained maintain reserve funds and be watchful for land purchase opportunities</u></li> <li><u>EMR is in place with funds should appropriate land become available.</u></li> <li>Regular allotment inspections carried out to ensure allotment property is properly maintained in good order</li> <li>Risk Assessments in place where required for activities carried out by staff at allotment sites (eg grass cutting and strimming)</li> <li>Gates and perimeters are checked regularly and kept in good order to ensure plots are secure, any vandalism is reported to PZTC and to police.</li> </ul>                                                                                                         | 3      | 2          | 6     |

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| L&A Committee |                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        |            |       |
|---------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|-------|
| Ref           | Risk/Trigger                                                                                        | Notes and Actions to Manage Risks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Impact | Likelihood | Score |
|               |                                                                                                     | <ul style="list-style-type: none"> <li>Rules for safe use of chemicals and fire are outlined in the Allotment Holders Agreement</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |            |       |
| LA5           | Loss or liability resulting from provision of <del>Christmas Lights</del> and Summer Seasonal Flags | <ul style="list-style-type: none"> <li>Risk Assessments completed and reviewed where required</li> <li>Regular inspection <del>schedule regime</del> in place</li> <li><del>Contractor providing Christmas lights with a requirement to attend within 48 hours of any reported outage or issue.</del></li> <li>Contractor provides Risk Assessments <u>and valid insurance documents</u> for working at height and any other identified hazards</li> <li>Staff / <u>contractors</u> trained in ladder use, IPAF and Manual Handling <u>where required</u></li> <li>Relevant financial regulations are applied for tendering and budget setting</li> </ul> | 2      | 3          | 6     |

## **Penzance Town Council**

### **Risk Management Strategy**

Risk is the threat that an event or action will adversely affect an organisation's ability to achieve its objectives and to successfully execute its strategies. Risk management is the process by which risks are identified, evaluated and controlled. Risk management is an essential feature of good governance. An organisation that manages risk well is more likely to achieve its objectives.

The effective management and mitigation of risk is a key issue for the success of any organisation or activity and it is important to understand the risks inherent in any decision. A structured approach to risk management can achieve this by enabling the decision to be made within a framework of better information about the potential outcomes of a particular course of action. Penzance Town Council has adopted a structured approach to risk management. This strategy is intended as guidance to the Council and ensure consistency across the growing range of activities the Council is engaged in.

#### **Aims and Benefits.**

The aim of this strategy is to develop a culture of risk awareness and risk management within the Council. It also provides a common approach to evaluating and managing risk. The strategy encourages transparency so that everyone in the Council can contribute. The Council expects the risk strategy to provide:

- Increased certainty and fewer surprises.
- Better management of threats to cost, time and performance.
- Better grasping of opportunities to improve services.
- More effective management of change.
- Better management at all levels through improved decision making.
- Clear ownership and accountability for the management of risk.
- Better value for money for the Council Tax payer.

#### **Process.**

The overall process for the management of risk is set out at Appendix 1

#### **Ownership.**

The Risk Strategy is owned by the Council and implemented through the offices of the Town Clerk. The Finance & General Purposes makes recommendations on risk strategy to the Town Council.

### **Assessment of Risk**

Each risk will be assessed in terms of its probability of occurrence and the potential impact on the Council. The following are the criteria by which each risk will be assessed:

#### **Probability of Occurrence:**

| Category           | Probability | Possible indicators   |
|--------------------|-------------|-----------------------|
| Almost certain (4) | >90%        | Frequent occurrence   |
| Likely (3)         | >60%        | Regular occurrence    |
| Possible (2)       | >10%        | Occasional occurrence |
| Unlikely           | <10%        | Has never occurred    |

#### **Evaluation of Impact:**

| Impact on Performance | Risk Threat                                                                                                                                                                                                                                                                                |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Major (4)             | Financial impact >£25500,000.<br>Fatality/disabling injuries to public or staff.<br>Adverse national media attention.<br>External intervention in management of the Council.<br>Total service disruption.<br>Extensive legal action.                                                       |
| Serious (3)           | Financial impact >£45150,000<br>Adverse local media attention.<br>Extensive public complaints.<br>Adverse comment by regulators or auditor.<br>Significant service disruption.<br>Failure to deliver targets or projects.<br>Injuries to public or staff.<br>Legal action against Council. |

|                 |                                                                                                                                                                            |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Significant (2) | Financial impact <del>&gt;£5,000</del> <u>1 – 150,000</u><br>Adverse service user complaints.<br>Service disruptions.<br>Minor injuries or near misses (staff and public). |
| Minor (1)       | <£5,000 financial impact<br>Isolated complaints/minor service disruption.                                                                                                  |

### **Priority Ranking:**

The ranking of an individual risk is the product of assessed probability and impact.

### **Risk Matrix:**

The risk, using the above impact and likelihood gradings, can then be plotted onto the risk matrix and its classification identified:

|   |        |   |   |    |    |
|---|--------|---|---|----|----|
|   | 4      | 4 | 8 | 12 | 16 |
| 3 | 3      | 4 | 9 | 12 |    |
| 2 | 2      | 3 | 6 | 8  |    |
| 1 | 1      | 2 | 3 | 4  |    |
| 0 | 1      | 2 | 3 | 4  |    |
|   | Impact |   |   |    |    |

Probability

### **Roles and Responsibilities.**

Risk management is only considered to be truly embedded in an organization when it functions as part of the Council's day to day operations and decision making processes. In order for this to be achieved it is vital that clarity exists over roles and responsibilities of committees and individuals within the Council.

To ensure that this level of clarity exists, the Council has established a structure that shows how Members, Committees and Officers contribute to the overall risk management process.

**Organizational structure:**

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Council                       | <ul style="list-style-type: none"> <li>• Monitor risk management activity (via Finance &amp; General Purposes Committee).</li> <li>• Certification of the Council's Annual Statement on Internal Controls.</li> </ul>                                                                                                                                                                                                                                                                                                                                                              |
| Finance & GP Committee        | <p>Oversight of the Council's risk management policy and processes.<br/> Recommendations on risk management policy to Town Council.<br/> Coordination of Council's risk register reviews.<br/> Monitoring of the implementation of risk mitigation.<br/> Allocation of ownership of risks between committees.<br/> Preparation of the Council's annual review of risk management.<br/> Ownership of risks associated with the Committee's activities.<br/> Investigation of risk events and 'near misses'.<br/> Assessment of risks associated with provision of new services.</p> |
| Leisure & Amenities Committee | <p>Ownership of risks associated with L&amp;A activities.<br/> Identification of risks and appropriate mitigation strategies.<br/> Creation and maintenance of risk register entries for L&amp;A activities.<br/> Investigation of risk events and 'near misses' for L&amp;A activities.</p>                                                                                                                                                                                                                                                                                       |
| Penlee House Committee        | <p>Ownership of risks associated with Penlee House activities.<br/> Identification of risks and appropriate mitigation strategies.<br/> Creation and maintenance of risk register entries for Penlee House.<br/> Investigation of risk events and 'near misses' for Penlee House activities.</p>                                                                                                                                                                                                                                                                                   |
| Planning Committee            | <p>Ownership of risks associated with Planning Committee functions (if any).<br/> Identification of risks and appropriate mitigation strategies.<br/> Creation and maintenance of risk register entries for Planning activities.<br/> Investigation of adverse events and 'near misses'.</p>                                                                                                                                                                                                                                                                                       |
| Town Clerk                    | <p>Allocation of risk ownership to specific Council Officers.<br/> Administration of the Council's Risk Strategy and Risk Register.<br/> Advising Committees and Council on risk management matters.</p>                                                                                                                                                                                                                                                                                                                                                                           |

APPENDIX 1

**RISK MANAGEMENT PROCESS**

**Identifying Risks.**

Risks and opportunities may be identified at any stage and should be included in the Risk Register once identified. There are various techniques for engaging members and staff in the process of identifying risk. The list below is not definitive:

- Brainstorming sessions with individuals, committees or panels and various levels of management.
- Checklists.
- Questionnaires.
- Learning from others (the auditor, other councils, other projects).

As risks are identified they are to be added to the Risk Register. Each risk must be described in terms of the source of the risk, the consequences if it happens and the effect it would have on the

Council's activities or project as the case may be.

**Risk Ownership.**

Once a risk has been identified, it will be given an owner who is the person best able to manage the risk. The owner will be responsible for all aspects of the management of the risk or opportunity. The risk will also be assigned to a standing committee so there is oversight.

**Risk Evaluation.**

Each risk will be evaluated in accordance with the evaluation process set out in this strategy. This information will be entered in the Risk Register. The process of scoring risks will result in the serious risks being given priority over lesser risks.

**Risk Planning.**

Once each risk has been identified and evaluated actions for dealing with it will be developed. These are known as risk responses and fall into one of four areas:

**Terminate:** An action that allows the risk to be avoided.

**Treat:** An action that will reduce the impact and/or the probability of a risk.

**Transfer:** Is there a stakeholder or another organisation better able to manage the risk?

**Tolerate:** Accept the consequences if the risk occurs.

The Risk Register will identify the option selected to deal with each risk together with any actions that might be required. Once the risk responses have been developed the risk owner must then decide which option to adopt. In reaching decisions as to which response should be used, a cost/benefit comparison should be made. For mitigation activities attracting significant cost (> £5,000) results will need to be recorded. It may be that external help is required to help decide the appropriate course of action, in which case the risk owner should record the date by which a decision must be made and the potential consequences if the decision is not taken by that date. Following the decision to adopt a particular risk response, the owner must ensure that:

- The secondary risks associated with implementing the risk response are assessed and recorded.
- Where one exists, that the project plan is updated to include the activities associated with the risk response.
- Entries are made in the fields on the risk register detailing the predicted probability and impact evaluation, once the response activities are completed.
- A fallback/contingency plan is developed to address the consequences of the risk happening despite the response activities. Risk owners must monitor the progress and success of their chosen response to risk on a regular basis. They should review all their risks and provide an evaluation of probability and impact on a regular basis.

### **Review.**

The highest priority risks are to be reviewed by the Finance & General Purposes Committee. Risk monitoring will be regularly reported to that Committee. The effectiveness of the process will be reviewed by the Town Clerk and the Finance & General Purposes Committee periodically.

**PENZANCE COUNCIL – 10 NOVEMBER 2025****REPORT FOR DECISION****FEES AND CHARGES REVIEW**

| Our Culture                                                                      | Our Decision Making                                                               | Our Environment                                                                   | Our Money                                                                         | Our People                                                                         | Our Places                                                                          | Our Resilience & Wellbeing                                                          |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |  |  |  |  |
| ✓                                                                                |                                                                                   |                                                                                   | ✓                                                                                 |                                                                                    | ✓                                                                                   |                                                                                     |

**Recommendation:**

1. The fees and charges which fall within the purview of the Arts and Culture Committee, as set out in Appendix 1 to this report, be adopted from 1 April 2026 and used to inform the draft budget for 2026/27.
2. The fees and charges which fall within the purview of the Leisure and Amenities Committee, as set out in Appendix 2 to this report, be adopted from 1 April 2026 and used to inform the draft budget for 2026/27.
3. The fees and charges which fall within the purview of the Finance and General Purposes Committee, as set out in Appendix 2 to this report, be adopted from 1 April 2026 and used to inform the draft budget for 2026/27.

**Background:**

Financial Regulations prescribe that fees and charges for Council services are reviewed annually.

The following areas of income are the responsibility of the Arts and Culture committee, and the recommendations from the budget holders responsible are set out at Appendix 1 to this report.

1. Admissions charging
2. Schools workshop charging
3. Shop Discount
4. The Orangery Café franchise payments

5. Image licence fees
6. Image reproduction fees

The following areas of income are the responsibility of the Leisure and Amenities Committee, and the recommendations from the budget holders responsible are set out at Appendix 2 to this report.

1. Wellfield's Car Park – Daily Ticket
2. Wellfield's Car Park – Quarterly Permit
3. Allotment Charges
4. Penzance Football Club Rent

Penzance Council does not currently charge for public toilet use. However, charges used to be in place at the Tourist Information Centre toilets. No requirement for change has been identified but this item has been included for clarity.

The following areas of income are the responsibility of the Finance and General Purposes Committee, and the recommendations from the budget holders responsible are set out at Appendix 3 to this report.

1. Tennis Club Ground Rent

Appendix 1 – Table of Fees and Charges – Arts and Culture Committee  
Appendix 2 – Table of Fees and Charges – Leisure and Amenities Committee  
Appendix 3 – Table of Fees and Charges – Finance and General Purposes Committee

Verity Anthony  
Director, Penlee House Gallery and Museum (Maternity Cover)

Ben Bros gall  
Leisure and Amenities Manager

James Hardy  
Town Clerk

Table of Proposed Charges

| <b>Income</b>                                                       | <b>Current Charge</b>                                                                                                                                                                                                                                                                                                                                                                   | <b>Proposed 26/27</b>                                                                                                                                                                                                                                | <b>Planned 27/28</b>    |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>Admissions charges</b>                                           | Adult: £8<br>18-26 years: £4<br>Under 18s: Free<br>Penzance Pass holders: Free<br>Friends of Penlee House: Free<br>Art Fund Members: Free<br>Museums Association/National Museum Directors Conference Members/SWFed members: Free<br>Community participation groups: Free<br>50% discount on ticket prices during rehang period.                                                        | (no change)                                                                                                                                                                                                                                          | To be reviewed in 26/27 |
| <b>Education (school/further education/higher education) visits</b> | Self-guided: Free<br>Half day workshop – Penzance Council area schools: Free<br>Half day workshop – Cornwall schools: £2 per student<br>Half day workshop – outside Cornwall schools: £3 per student<br>Full day workshop – Penzance Council area schools: Free<br>Full day workshop – Cornwall schools: £3 per student<br>Full day workshop – outside Cornwall schools: £6 per student | Self-guided: Free<br><br>Half day workshop – Penzance Council area schools: Free<br><br>Half day workshop – Cornwall schools: £3 per student<br><br>Half day workshop – outside Cornwall schools: £4 per student<br><br>Full day workshop – Penzance | To be reviewed in 26/27 |

|                                |                                                                                                                                                                                                                                                      |                                                                                                                                                                   |                                                                                 |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
|                                |                                                                                                                                                                                                                                                      | <p>Council area schools: Free</p> <p>Full day workshop – Cornwall schools: £4 per student</p> <p>Full day workshop – outside Cornwall schools: £8 per student</p> |                                                                                 |
| <b>Guided tours</b>            | Public (11am Tue or Thu) – free with admission ticket<br>Group (bespoke) - £50 + VAT plus admission ticket price per person                                                                                                                          | (No change)                                                                                                                                                       | To be reviewed in 26/27                                                         |
| <b>Discount in shop</b>        | Penzance Council staff; Penlee House volunteers; Friends of Penlee House: 10%                                                                                                                                                                        | (no change)                                                                                                                                                       | (no change)                                                                     |
| <b>Café franchise payments</b> | 8% on first £100,000; 9.5% on the next £10,000; 10.5% on the next £10,000 and 12.5% on any additional amount of gross income provided that the fee in each period of 12 months from 1 December in each year shall not be less than £18,500 per annum | New contract for Coach Café started spring 2026, not yet agreed until operator appointed.                                                                         | No change, to be reviewed after initial 3-year contract has come up for review. |
| <b>Image licence fees</b>      | The current fees are determined based upon image size, production run, UK/world rights and retail price (if any) for the publication. Penlee House licenses images directly and via                                                                  |                                                                                                                                                                   |                                                                                 |

|                           |                                                                 |  |  |
|---------------------------|-----------------------------------------------------------------|--|--|
|                           | Bridgeman Picture Library.                                      |  |  |
| <b>Image reproduction</b> | Sold in shop or via ArtUK – price based on size of reproduction |  |  |

Table of Proposed Charges

| <b>Income</b>                               | <b>Current Charge</b>                                               | <b>Proposed 26/27*</b>                                             | <b>Planned 27/28</b>    |
|---------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------|-------------------------|
| <b>Wellfields Car Park Daily Ticket</b>     | £2.50                                                               | No change, to be reviewed once revised car park lining is proposed | To be reviewed in 26/27 |
| <b>Wellfields Car Park Quarterly Permit</b> | £100.00                                                             | No change, to be reviewed once revised car park lining is proposed | To be reviewed in 26/27 |
| <b>Allotment Charges</b>                    | Variable based on size of plot and facilities available at the site | -                                                                  | -                       |
| <b>Allotment Full Plot with water</b>       | -                                                                   | £50                                                                | £50 (+ CPI)             |
| <b>Allotment Full plot without water</b>    | -                                                                   | £45                                                                | £45 (+ CPI)             |
| <b>Allotment Half plot with water</b>       | -                                                                   | £30                                                                | £30 (+ CPI)             |
| <b>Allotment Half plot without water</b>    | -                                                                   | £25                                                                | £25 (+ CPI)             |
| <b>Allotment Deposit</b>                    | -                                                                   | £60                                                                | £60 (-)                 |
| <b>Penzance Football Club</b>               | £5,500 (contractual rental)                                         | Rent review to take place.                                         | -                       |

\*New allotment charging structure to be introduced at January 2027 renewals, existing charges to remain until then.

Table of Proposed Charges

| <b>Income</b>                          | <b>Current Charge</b>                       | <b>Proposed 26/27</b>         | <b>Planned 27/28</b>                  |
|----------------------------------------|---------------------------------------------|-------------------------------|---------------------------------------|
| Penzance<br>Tennis Club<br>Ground Rent | £6,129<br>(Contractual rental<br>agreement) | £6,362 (3.8%<br>CPI increase) | CPI increase in<br>September<br>2026. |

**PENZANCE COUNCIL – 10 NOVEMBER 2025****REPORT FOR DECISION****PENZANCE COUNCIL COMMUNICATIONS STRATEGY**

| Our Culture                                                                      | Our Decision Making                                                               | Our Environment                                                                   | Our Money                                                                         | Our People                                                                         | Our Places                                                                          | Our Resilience & Wellbeing                                                          |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |  |  |  |  |
| ✓                                                                                | ✓                                                                                 | ✓                                                                                 |                                                                                   | ✓                                                                                  | ✓                                                                                   | ✓                                                                                   |

**Recommendation:**

1. The updated Communications Strategy, as set out at Appendix 1 to this report, be approved and adopted.
2. The Communications Plan 2026, as set out at Appendix 2 to this report, be noted.

**Background:**

The previous Communications Strategy has been in place since 2019 and required considerable updating. It has now been redrafted and remains in line with the Code of Recommended Practice on Local Authority Publicity (2011).

On 7 July 2025 the Finance and General Purposes committee resolved to amend the staffing structure to include 1.7 Communications Officers. The accompanying Communications Plan highlights additional projects, over and above the annual programme of events and commitments, which officers have not previously been able to carry out but which will be enabled by the additional resource.

A Communications plan for 2026 onwards will be informed by the strategic plan which will be set by the Council on expiry of the current Penzance Council Strategic Plan 2022 - 2026

The updated Communications strategy (Appendix 1) and Communications Plan 2026 (Appendix 2) are now therefore presented for adoption.

Appendix 1 – Updated Communications strategy

Appendix 2 – Communications Plan 2026

Cal Bagshaw

Corporate Services Manager

James Hardy

Town Clerk



# PENZANCE COUNCIL

## Communications Strategy

### CURRENT POLICY STATUS

|                      |               |                   |            |
|----------------------|---------------|-------------------|------------|
| Version:             | 3             | Approving Body:   | Council    |
| Date:                | November 2025 | Date of Approval: | XX/XX/2025 |
| Responsible Officer: | Town Clerk    | Minute Reference: |            |
| Overview Committee:  | F&GP          | Review Date:      |            |

### VERSION HISTORY

| DATE       | VERSION | AUTHOR/EDITOR                    | COMMENTS |
|------------|---------|----------------------------------|----------|
| 13/02/2017 | 1       |                                  |          |
| 11/02/2019 | 2       | BO - Update of previous strategy |          |
|            |         |                                  |          |
|            |         |                                  |          |

### REVIEW RECORD

| DATE | TYPE OF REVIEW | COMPLETED BY |
|------|----------------|--------------|
|      |                |              |
|      |                |              |
|      |                |              |
|      |                |              |

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# The purpose of a Communications Strategy

Penzance Council is committed to working together with all sectors of the community to make Penzance an even better place to live, work and visit.

The Council recognises the need for good, clear communication, as this helps residents and businesses understand what the Council is doing on behalf of the community. By producing good communications, it can build on its existing relationships and ensure a high-quality service for local people.

There is a need to ensure that the Council's vision, priorities and outcomes are clearly understood by residents, officers, partners, local businesses and other stakeholders. Importantly, it is necessary to ensure that it's easy for key information to be found.

There is also a need to be mindful that communication is a two-way process. The Council must listen to its communities to ensure its vision and priorities align with those of the people it serves and provide them with a system to easily engage and provide feedback.

This strategy sets the strategic framework for delivering effective communications. It is aimed at ensuring greater public transparency, increasing input into the Council's decision making, and improving community engagement – encouraging feedback, enquiries, opinions and ideas.

The strategy will also be reviewed periodically to ensure it is still relevant, aligns with the Council's strategic objectives, and wider local issues. It will also be supported by a separate communications plan which will be a key operational document for officers that provides more detail for specific campaigns, key projects and events.

# Penzance Council's Communications Strategy in context

This section outlines Penzance Council's approach to communication with internal and external stakeholders and how this, in turn, is central to achieving the Council's wider strategic aims for its local communities within the Parish.

## **The Vision**

Penzance Council's vision is that the people of Penzance Parish should have a clear understanding of Penzance Council's strategic aims, responsibilities, services and challenges. It wishes to be seen as an inclusive and progressive council which works to promote and enhance the area for the wellbeing and prosperity of present and future generations.

## **The Objectives**

Penzance Council intends to achieve its mission by making sure its communications are frequent, clear, and share relevant information to the public, Councillors and officers, other local authorities, community groups, and the businesses it works with.

Communication is a two-way process; there is a need to listen and have a system which enables others to easily engage with the Council.

The Council's stakeholders include:

- Residents and service users
- Local community groups
- Councillors and officers
- Partner organisations
- Local authorities
- The business community
- Local and national media
- Local MP

The Council's channels of communication include:

- Its website
- Social media – Facebook, Instagram, LinkedIn and TikTok
- Parish noticeboards
- Local media: online, TV, radio and newspapers
- Exhibitions
- Consultations and surveys
- Public participation time at meetings

Penzance Council

- Annual Report
- Councillor surgeries and pop-up Help Desk
- Civic events
- Public information events

# Penzance Council's communication principles

All Penzance Council communications should be consistent and uphold high standards of writing, production and dissemination. They should also encourage and enable a two-way flow of information, which involves listening to stakeholders' views and informing them of ours.

The Code of Recommended Practice on Local Authority Publicity (2011)<sup>1</sup> outlines seven key principles, which the Council will adopt for all of its communications.

All Council communications should:

- be lawful
- be cost effective
- be objective
- be even-handed
- be appropriate
- have regard to equality and diversity
- be issued with care during periods of heightened sensitivity

Penzance Council is also committed to making its communications and engagement activities:

- Two-way – both informing and listening
- Relevant and appropriate for target audiences
- Accessible and cost-effective
- Easily understood by everyone in our community
- Consistent and timely
- Honest, open and accountable

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<sup>1</sup> <https://assets.publishing.service.gov.uk/media/5a75a04aed915d506ee80433/1878324.pdf> (accessed 23.10.25)

# Who does Penzance Council communicate with?

A stakeholder is a person, group or organisation who is involved with Penzance Council, and therefore has an interest in its success, and can be affected by its actions, objectives and policies. The Council works with its staff, Councillors, local individuals, partner organisations and groups to achieve its vision for the Parish.

## Internal Stakeholders

- Penzance Council Officers
- Penzance Councillors
- Contractors
  - Cleaning contractors
  - Service contractors e.g. IT, building maintenance, security contractors

## External Stakeholders

- Residents who live in the Parish of Penzance
- People or organisations who use the Council's services:
  - Non-resident users (including seasonal visitors) of Council parks, open spaces and play parks; Penlee House Gallery & Museum; public toilets; community toilets; Wherrytown Skatepark.
- Local businesses
- Public Sector bodies:
  - NHS Services
  - Emergency Services – Fire, Ambulance, Coastguard / RNLI, Police
- Local community groups and action groups
- Schools
- Partner organisations, including Sustainable Penzance, Penzance BID, Safer Penzance, Penzance Town Deal Board and Penzance Regeneration Company Board.
- Local Government:
  - Cornwall Council
  - Neighbouring Parish and Town Councils
- Local MP
- Regional and national media

# Channels of communication

The Council uses a diverse range of channels to communicate with stakeholders. Channels are the medium(s) used to send and receive information. Stakeholders are varied and have differing needs so the channels used must also be varied to address this.

Channels can be online, telephone, radio, print and face-to-face.

- Website
  - Penzance Council's website is: [www.penzance-tc.gov.uk](http://www.penzance-tc.gov.uk)
  - It is the holding place for all council information relevant to the public.
  - Regular updates include news, meetings, contracts and vacancies.
  - The website also acts as a payment portal for allotments and parking.
  - This communication is two-way as members of the public can contact the Council officers and Councillors through the website.
- Intranet
  - Penzance Council's intranet is for Councillors, officers and Penlee House volunteers.
  - It is the holding place for policies, staffing structure and internal updates.
  - There is no public access to the intranet and access varies depending on the user.
- Email
  - Officers and Councillors are contactable via email to discuss any issues or to find more information about services, policy and decisions.
  - This communication is two-way and enables direct interaction with the people we serve.
  - Office emails are checked daily and responded to within 24 hours.
  - Councillors check their emails in their own time to fit in with their own work and personal commitments.
- Telephone

- Officers are contactable via phone to discuss any issues or to find more information about services, policy and decisions.
- This communication is two-way and enables direct interaction with the public.
- The office phone is open for calls during office hours (Mon – Fri, 9am – 5pm). Out of hours enquiries can be left on the answer machine to be picked up on the next working day.
- Post
  - Officers and Councillors can be contacted via post to raise any issues or to find more information about services, policy and decisions.
- Noticeboards
  - Penzance Council currently has seven noticeboards.
  - Agendas for meetings are regularly posted on noticeboards, along with statutory notices of elections and other Council news.
  - Where space allows, other notices of free community events and services are permitted.
- Social Media
  - Facebook
    - ❖ Penzance Council's Facebook page:  
[www.facebook.com/PZCouncil](https://www.facebook.com/PZCouncil)
    - ❖ It currently has around 4,700 followers (around 50% of followers live in the parish), with posts averaging around 500,000 views per month.
    - ❖ This channel is used to communicate Council service information, office closures, Council and local community events, meeting dates, and other relevant updates.
    - ❖ Facebook is monitored daily and content is posted at least three times a week.
    - ❖ Through comments and messages, communication is two-way and enables direct interaction with the public. However, abusive comments are not tolerated and will be hidden, deleted, or in serious incidents, may result in the user being blocked from the page.
  - Instagram

- ❖ Penzance Council's Instagram profile:  
[www.instagram.com/PZCouncil/](https://www.instagram.com/PZCouncil/)
- ❖ It currently has around 1,500 followers (around 50% of followers live in the in parish), with posts averaging around 30,000 views per month.
- ❖ This channel is used to communicate Council service information, office closures, Council and local community events, meeting dates, and other relevant updates.
- ❖ Instagram is monitored daily and content is posted at least three times a week.
- ❖ Through comments and messages, communication is two-way and enables direct interaction with the public. However, abusive comments are not tolerated and will be hidden, deleted, or in serious incidents, may result in the user being blocked from the page.
- LinkedIn and TikTok
  - ❖ Both LinkedIn and TikTok are currently used less frequently by Penzance Council. However, there are plans to grow audiences through these channels in 2026.
- Local media
  - A good working relationship has been developed with journalists from a broad range of local media outlets.
  - Proactive communication with local media includes sending out press releases, photos and videos, as well as suggesting stories to journalists.
  - Reactive communication includes responding to local media requests in a timely manner and providing comment when appropriate, or signposting to the relevant authority, organisation or service.
  - Local media titles that Penzance Council works closely with include (but are not limited to): BBC (TV/Radio/website), ITV Westcountry (TV/website), Cornwall Live (website), Falmouth Packet (website/newspaper), Voice Newspapers (website/newspaper) The Cornishman (newspaper), Western Morning News (newspaper) Cornish Stuff (website) Rewind Radio (radio), Coast FM (radio), Hits Radio (radio).
- Reception
  - Penzance Council is located at Penlee Centre, Penlee Park and open Monday – Friday from 9am to 4pm (except for Bank Holidays etc)

- The public can visit reception for help anytime during opening hours, or book a Help Desk appointment for a dedicated time with a member of staff.
- Basic details of face-to-face, phone and email enquiries handled by officers on reception are logged on a spreadsheet to record the range of enquiries.
- Pop-up Help Desk / Councillor surgeries
  - The pop-up Help Desk takes Reception to community events.
  - The frequency of these pop-ups can increase around need (i.e. elections)
  - Trelya currently hosts a monthly pop-up Help Desk / Councillor surgery.
  - Councillors are encouraged to hold their own surgeries with or without officers present.
- Public meetings
  - All meetings are open to the press and public, and there is a standing item of 'Public Participation' where any member of the public, including press and media, can speak on an agenda item for that meeting
  - The Annual Town Meeting encourages as many members of the public as possible to listen to presentations from Penzance Council and other partner organisations, and to ask questions or raise concerns following these presentations.
  - On occasion, unscheduled public meetings are organised to provide information on specific matters concerning the local community.
- Consultations and surveys
  - Consultations and surveys (in person/online/via post) are vital for community feedback to help better inform Penzance Council decisions.
- Events and exhibitions
  - Exhibitions may be organised or attended to promote Council information.
  - Events are organised, attended and supported by Penzance Council to engage with the community and promote local groups.

# What Penzance Council communicates

The primary focus of Penzance Council communications is to inform residents of Penzance Parish how the precept is being spent. This may be done directly with messaging about grants, services, maintenance and budgets, or indirectly by providing clarity about services and projects affecting the parish that the Council is not responsible for. It could also be done by posting lighter, picture or video-led content to help grow the local audience and engage new followers.

Information communicated through the various Council channels may include (but is not limited to):

- Services
  - 'Evergreen' information about a service that has not changed, but people may not know about (i.e. Community Toilet Scheme & Public Toilets).
  - News and updates on a service, showing investment, maintenance and improvements.
  - Statements about a service which may be disrupted or has not met expectations.
- Events
  - Promotion of an event organised by Penzance Council through pre-event communications and post-event press releases, pictures and coverage.
  - Promotion of upcoming events supported by Penzance Council.
  - Promotion of not-for-profit and community events within the Parish which aren't directly supported by the Council.
  - Coverage of events supported by Penzance Council with pictures etc.
- Grants
  - Promotion of funding through press releases about new grant recipients.
  - Recipients are required to include the Penzance Council logo and information about its funding in all promotions.
  - Support with coverage of grant funded events and services.
- Budget
  - The annual budget and precept are announced through all communication channels, with clear explanations to help residents understand how their money will be spent.

- A more in-depth breakdown of the previous year's budget and expenditure is presented in the Annual Report.
- The Annual Report is presented to the public at the Annual Town Meeting.
- Meetings
  - All Council and committee meetings are publicised online and on the noticeboards.
  - All minutes from meetings are published on the website. Outcomes from meetings which may be of significant interest to the local community may be published more widely.
  - All meetings are open to the press and public, and there is a standing item of 'Public Participation' where any member of the public, including press and media, can speak on an agenda item for that meeting or any other matter for which the Council / committee holds responsibility.
- Weather warnings
  - Official weather warnings from the Met Office and flood warnings from the Environment Agency will be published if likely to affect the Penzance area.
  - Only accurate and official information will be published, for the purpose of preparing the public.
  - Similarly, warnings, appeals and public notices from emergency services will be published if they affect the Penzance area.
- Road closures
  - Notice of extensive road closures may be publicised if they are likely to affect a lot of people in and around Penzance and clarity needs to be given.
  - For clarity, when possible, the Council will share notice of road closures from the organisation responsible for it.
- Project updates
  - Regular updates about ongoing projects can help inform the public and stop the spread of misinformation.
  - When it is not a Penzance Council project, the Council will share updates from the organisations managing the project.
- Everyday life
  - As well as disseminating important Council information, publishing posts highlighting everyday life in Penzance Parish has its place for connecting and engaging with the community and reaching a new audience.

- Such posts could include: sunrises, weather, familiar local sights, and anything that celebrates day-to-day life in the area.

## The decision to communicate

Sometimes outside bodies or stakeholders may request that Penzance Council shares a message through its communication channels – e.g. prolonged roadworks or town regeneration projects. In these circumstances, a decision will be made by the Communications Officers – following consultation with the Town Clerk if necessary – whether it is appropriate for Penzance Council to communicate this message.

In cases where misinformation is spreading due to the lack of communication from the outside body responsible, a decision will be made by the Communications Officers – following consultation with the Town Clerk if necessary – whether it is beneficial for Penzance Council to communicate this message and handle associated comments.

Officer capacity to manage feedback or handle more in-depth enquiries must be considered when deciding whether to communicate these messages. Where necessary, more information will be sought from the outside body so members of the public can be signposted to further information and appropriate channels to express any concerns or provide feedback.

# Who communicates?

Communication is the responsibility of everyone at the Council – all officers and Councillors.

Everything the Council communicates must be consistent and uphold the communications principles (outlined on page 6) to improve the flow of information and the overall reputation of the Council.

The key people communicating are:

## Communications Officers

The officers will identify opportunities to communicate relevant information to the public and will support other Council officers and Councillors in their planned communication activities to ensure consistent quality of information, publication and branding.

They have responsibility for the website, social media channels, and will help others on the parish noticeboards, regional and national media, exhibitions, surveys and consultations.

## Penlee Centre Officers

The Town Clerk and the Corporate Services Team will have regular interactions with the public, such as through email, phone calls, face-to-face, parish noticeboards, consultations and surveys, and community events.

The Democratic Services and Governance Officer will have interactions with the public through the usual methods highlighted above, and in the context of administering the Council's planning function, the writing of meeting agendas and minutes and the public participation section at meetings.

The Finance Officers will have interactions regarding income and expenditure including managing grants to community organisations and through the management of the councils incoming and outgoing payments.

The Leisure & Amenities Team, who are based in the office, will have regular interactions with the public around the operation of Council services including allotments, public toilets, and open spaces.

The Penlee Centre officers will all also communicate with partner councils, organisations and local groups and businesses. They have a responsibility to uphold the Council's communication principles and standards and work with the Communications Officers on delivery where required.

## Operational Leisure & Amenities Team

Penzance Council

The Operational Leisure & Amenities Team, when communicating with members of the public and other local groups face-to-face during their everyday work, should uphold the communications principles and communicate in a clear, informative manner. They should help in so far as possible to resolve an issue or forward them on to the Leisure & Amenities office team.

Penlee House Museum and Gallery

Penlee House welcomes many visitors to Penzance Council's Museum and Gallery and as such provide a public face of the Council. Officers and other team members including volunteers have a responsibility to uphold the Council's communication principles and standards and work with the Communications Officers on delivery where required.

Other Staff and Councillors

Other representatives of the Council, when communicating with members of the public (e.g. at surgeries and events), other local groups and, where appropriate, local media, should uphold the communications principles and communicate in a clear, informative manner. They should help in so far as possible to resolve an issue or forward them on to the appropriate member of staff at the Penlee Centre.

# Communications Plan 2026

To explore in 2026:

| Description                             | Action                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Town Help Desk</b>                   | Using data recorded for reception enquiries, develop Help Desk signposting for external services and build database in preparation for town centre Help Desk.                                                                                                                                                                            |
| <b>Consultations</b>                    | Explore and implement various types of consultation to further improve two way communication. This may include formal and informal surveys, on general and/or specific issues.                                                                                                                                                           |
| <b>Website Accessibility</b>            | Continue to update the website and consider any changes and additions that could make it more accessible.                                                                                                                                                                                                                                |
| <b>Penzance Youth Council</b>           | <p>Explore possibility of setting up a Youth Council, working with local schools and following a template of the established Redruth Youth Council.</p> <p>In 2026 this will focus on creating a direction of travel by improving and increasing youth engagement and contact with youth organisations and education establishments.</p> |
| <b>Newsletter – Digital &amp; Print</b> | Look into setting up a Penzance Council monthly or quarterly newsletter, and the feasibility of having this in a printed and digital form.                                                                                                                                                                                               |
| <b>Better Access Penzance</b>           | Working with Penzance BID, promote useful information for residents and visitors to the Parish who require disabled access and parking, and publish this, in the first instance, on the Penzance Council website and as a printed leaflet.                                                                                               |
| <b>Committee Meeting summaries</b>      | Currently the only way for the public to find out what happened at a Council or Committee meeting without attending is to read the minutes. Look into summarising important decisions from                                                                                                                                               |

|                                   |                                                                                                                                                                                         |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | some meetings into a more easily digestible format on the website.                                                                                                                      |
| <b>Weekly What's On</b>           | Re-introduce the popular weekly What's On posts on social media, promoting local community events and services available to the public.                                                 |
| <b>Community stories</b>          | Establish monthly community stories, using the Penzance Council communication platforms to support and promote a person or group making a positive contribution to the local community. |
| <b>Crisis Communications Plan</b> | Finalise a Crisis Communications Plan for Penzance Council covering a broad range of scenarios and levels of risk to the public and / or Council reputation.                            |
| <b>Community Emergency Plan</b>   | Put together a Community Emergency Plan for each town/village in the parish and establish working groups for each.                                                                      |
| <b>Cornish Language Policy</b>    | Write a Cornish Language Policy to ensure that Cornish is promoted and used more frequently in Council communications.                                                                  |

## Campaigns and events:

| <b>Description</b>             | <b>Action</b>                                                                                                                                                              |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>St Piran in Penwith</b>     | Raise awareness of the grant PzTC provides to the St Piran's Day celebrations by taking photos of the event and sharing with press release through communication channels. |
| <b>Citizens of the Year</b>    | Celebrate and publicise the good work of residents in the Parish and their contributions to the community.                                                                 |
| <b>Mayor Choosing</b>          | Introduce the new or returning mayor with a press release and pictures from the ceremony.                                                                                  |
| <b>Community Toilet Scheme</b> | Raise awareness of the Community Toilet Scheme through a publicity campaign of advertising and signage.                                                                    |
| <b>Penzance Pride</b>          | Support the Penzance Pride event by promoting timings and photographing the parade and the involvement of the mayor and councillors.                                       |

|                                                   |                                                                                                                                                    |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Golowan</b>                                    | Support Golowan with pre-event communications, as well as photo coverage of the events and a press release highlighting PzTC as a lead partner.    |
| <b>Pengarth Community Day</b>                     | Publicise the Pengarth Community Day event and attend with the Help Desk gazebo.                                                                   |
| <b>Newlyn Raft Race</b>                           | Photograph the annual raft race and raise awareness of grant funding for Newlyn Harbour Lights. Consider attending with Help Desk gazebo.          |
| <b>Penzance Food Festival</b>                     | Showcase Penlee Park by photographing and promoting the Penzance Food Festival.                                                                    |
| <b>Paul Feast</b>                                 | Support traditional village event attended by the mayor / deputy mayor and councillors.                                                            |
| <b>Madron Trafalgar Day</b>                       | Organised by Madron Parish Council, but worthy of our own photos and press release if the Mayor is attending.                                      |
| <b>Jubilee Pool Dog Day</b>                       | Support Jubilee Pool with photos of the popular event and raise awareness of PzTC Service Level Agreement with Jubilee Pool through press release. |
| <b>Remembrance Sunday and Armistice Day</b>       | Organise, promote and photograph both events, highlighting the involvement of the mayor and councillors.                                           |
| <b>White Ribbon Day &amp; 16 Days of Activism</b> | Work with 16 Days of Activism to support the events and highlight any associated grant funding from PzTC.                                          |
| <b>Mayor's Christmas E-Card Competition</b>       | Invite local schools to take part in the competition and announce the winner to the press, publicising the Penzance Christmas Lights switch-on.    |
| <b>Christmas Lights switch-on</b>                 | Support Penzance BID with coverage of the event, highlighting the winner of the card competition who switches on the lights.                       |
| <b>Humphry Davy Lantern Parade</b>                | Support Penzance BID with coverage and promotion of the event, including a press release.                                                          |
| <b>Newlyn Harbour Lights</b>                      | Promote the Newlyn Harbour Lights switch on, highlighting any associated grant funding from PzTC.                                                  |
| <b>Montol</b>                                     | Publicise the event details and support Montol with photos, highlighting any associated grant funding from PzTC in a press release.                |

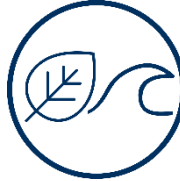
## Year-on-year planned PR:

| Action                                         | Description                                                                                                                                                                                         |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Budget communications</b>                   | Present the financial figures in a way that is engaging and easy to understand and publicise through communication channels.                                                                        |
| <b>Annual Report and Annual Town Meeting</b>   | Create a detailed annual report to showcase the work of PzTC in a format that is engaging for the public. Use this annual report as a starting point for a presentation at the Annual Town Meeting. |
| <b>Grant funding recipients press releases</b> | Publicise PzTC grant funding through case studies with grant recipients.                                                                                                                            |
| <b>Penlee House exhibition PR support</b>      | Support Penlee House with publicising new exhibitions.                                                                                                                                              |
| <b>Town banners and Prom flags</b>             | Showcase the new town banners and promenade flags as they are put up.                                                                                                                               |
| <b>L&amp;A work communications</b>             | Highlight the ongoing work of the L&A team with news updates on maintenance, improvements and other notable work.                                                                                   |

## Additional comms support for services:

| Action                                           | Description                                                                                                                             |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Quarterly parking permits</b>                 | Reminder about the new parking permit quarter to be posted on social media and website.<br>New payment link to be added to the website. |
| <b>Allotment renewals</b>                        | New payment link to be added to the website and reminders posted on website as news post, social media posts                            |
| <b>Office closures</b>                           | Notify the public of any office closures throughout the year.                                                                           |
| <b>Park, toilet and skatepark closures</b>       | Notify the public of any disruption to opening times of PzTC sites.                                                                     |
| <b>Penlee House announcements (&amp; events)</b> | Support Penlee House with any other announcements beyond exhibitions.                                                                   |

**PENZANCE COUNCIL – 10 NOVEMBER 2025****REPORT FOR DECISION****MAINTENANCE OF PENZANCE PROMENADE FLAGPOLES**

| Our Culture                                                                      | Our Decision Making                                                               | Our Environment                                                                   | Our Money                                                                         | Our People                                                                         | Our Places                                                                          | Our Resilience & Wellbeing                                                          |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |  |  |  |  |
|                                                                                  |                                                                                   |                                                                                   | ✓                                                                                 | ✓                                                                                  | ✓                                                                                   |                                                                                     |

**Recommendation:**

The remaining funds within the Banner Projects budget (4200/1) be utilised to purchase replacement parts for, and carry out the respective maintenance of, the flagpoles on Penzance promenade.

**Background:**

The promenade flagpoles are now approximately five years old. Penzance Council were required to fund a shortfall in Cornwall Council's project budget to install the promenade flagpoles, benches and pebbles.

The agreement was to fund the shortfall to ensure that the promenade refurbishment project maximised its potential and retained the ability to continue with the seasonal banner display on the promenade and improve the number of benches and pebble seats.

The "new" flagpoles are now showing a number of signs of early failure to some of the components. This is largely due to their proximity to the sea and the premature degradation that can occur if regular maintenance on moving parts and access doors is not undertaken.

Although Penzance Council were previously advised that the flagpoles came with a 10-year warranty, the supplier is now struggling to source replacement parts for the flagpoles.

Conversations are ongoing with the supplier and also with a local fabricator regarding the replacement parts.

The Banner Projects budget currently stands at £5,875.05

Ben Brosgall  
Leisure and Amenities Manager

**PENZANCE COUNCIL – 10 NOVEMBER 2025****REPORT FOR DECISION****SERVICE LEVEL AGREEMENT WITH PENZANCE AND WEST PENWITH OLD  
PEOPLES WELFARE TRUST (PENGARTH DAY CENTRE)**

| Our Culture                                                                      | Our Decision Making                                                               | Our Environment                                                                   | Our Money                                                                         | Our People                                                                         | Our Places                                                                          | Our Resilience & Wellbeing                                                          |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |  |  |  |  |
|                                                                                  |                                                                                   |                                                                                   | ✓                                                                                 |                                                                                    | ✓                                                                                   | ✓                                                                                   |

**Recommendation:**

1. The Service Level Agreement between the Penzance and West Penwith Old Peoples Welfare Trust (Pengarth) and Penzance Council for the 2026/27, 2027/28 and 2028/29 financial years, as set out at Appendix 1 to this report, be approved.
2. Subject to (1.) above, said Service Level Agreement be signed by the Town Mayor and Town Clerk on behalf of Penzance Council.
3. Subject to (1.) and (2.) above, a payment of £25,410 be made to the West Penwith Old Peoples Welfare Trust (Pengarth) for the 2026/27 financial year, subject to the availability of funding following Penzance Council's annual consideration of its budget.
4. The further funding for the 2027/28 and 2028/29 financial years, as detailed in said Service Level Agreement, be approved in principle, subject to the availability of funding following Penzance Council's annual consideration of its budget.

**Background:**

At its meeting held on 17 July 2023, Penzance Council resolved to support a three-year Service Level Agreement between Penwith Old Peoples Welfare Trust (Pengarth) and Penzance Council.

The Service Level Agreement was predicated on all Penzance Council funding being used to offset the client costs for accessing Pengarth Day Care provision and services, for residents of Penzance Parish, while also improving accessibility and overcoming barriers for residents in need of support.

Pengarth has been supporting the community for over 50 years, providing supported Day Care from the dedicated Day Centre Building in Morrab Gardens.

Originally opened in 1968, it has come to be the focal point as well as a much loved resource and important daily care facility for the senior and older community of Penzance and wider west Cornwall. Pengarth operates as a drop-in centre that anyone is welcome to use at any time during the day. In addition, it offers a range of additional services such as home cooked meals and personal care that people can enjoy and utilise as required. As a registered charity, Pengarth Day Centre is totally committed to their goal of providing fun, friendship and care to Penzance and Penwith's senior community.

Over the last three years the grant from Penzance Council has contributed to support for 325 different individuals and 21,528 placements attending within the Centre. 88% of these placements were attended by residents within Penzance Parish. In addition, 567 individuals have been supported with meals on wheels deliveries, (43,680 meals delivered) of which 73% were within the Parish. 67 individuals have been supported through the hospital discharge process, meaning that potentially people have been discharged earlier because of Pengarth intervention. The new 'Community Buddy' had 250 individuals in isolation attend Community Hubs and better their physical and mental wellbeing.

Following discussion, work has been undertaken to draft a further Service Level Agreement between the Penzance and West Penwith Old Peoples Welfare Trust (Pengarth) and Penzance Council and this is set out at Appendix 1 to this report. Again, this is predicated on the basis of improving accessibility to Pengarth Day Care provision and services, for residents of Penzance Parish.

For the period 1 April 2026 to 31 March 2027 – funding of £25,410 is proposed, with further provisional funding of £26,680 for 1 April 2027 to 31 March 2028 and £28,014 for 1 April 2028 to 31 March 2029, proposed in principle, subject to Penzance Council's annual budget approval.

Members are therefore being asked to consider and agree the Service Level Agreement between the Penzance and West Penwith Old Peoples Welfare Trust (Pengarth) and Penzance Council for 2026/27, 2027/28 and 2028/29 (as set out in Appendix 1), with in principle support, subject to Penzance Council's annual budget approval.

James Hardy  
Town Clerk

DATED

**AGREEMENT**

Between

**Penzance Town Council**

and

**Penzance and West Penwith Old Peoples Welfare Trust**

This agreement is dated

## **Parties**

- (1) PENZANCE TOWN COUNCIL of Penlee Centre, Penlee Park, Penzance, Cornwall, TR18 4HE (**PZTC**)
- (2) PENZANCE AND WEST PENWITH OLD PEOPLES WELFARE TRUST of Pengarth Day Centre, Morrab Gardens, Penzance TR18 4DA a registered Charity (Charity Number 263223) operating as Pengarth Day Centre (**Pengarth**)

## **BACKGROUND**

- (A) Pengarth has been supporting the community for over 50 years, providing supported Day Care from the dedicated Day Centre Building in Morrab Gardens.

Originally opened in 1968 has come to be the focal point, as well as much loved resource and important daily care facility, for the senior and older community of Penzance and wider West Cornwall.

Pengarth operates as a drop in centre that anyone is welcome to use at anytime during the day. In addition, offering a range of additional services such as home cooked meals and personal care, that people can enjoy and utilise as required.

Pengarth also provides an out-reach service to those who are not able to attend the centre itself. The daily home delivered meals service is incredibly popular, as are the weekly talking newspaper recordings that are distributed to those with visual impairment. At present Pengarth supports over 250 people a week with either Day Care or Meals on Wheels provision

As a registered charity Pengarth Day Centre is totally committed to their goal of providing fun, friendship and care to Penzance and Penwith's senior community.

- (B) The parties wish to enter into an agreement to provide a number of parameters which need to be satisfied in order for Pengarth to receive the full amount of funding approved by PZTC. The parties would like to be clear that noncompliance with any of the obligations set out in this agreement could mean that approved funding is withheld pending a decision by the members of the PZTC.

The parties note that PZTC need to approve public finances to support Pengarth and as such it needs to be clear as to the obligations and requirements in order for it to do so. This agreement aims to reassure Penzance Town Council that public funding is being utilised solely to support accessible and affordable day care provision for residents of Penzance Parish and to ensure that the Pengarth is being operated in such a way to ensure a safe and secure environment for the users of the facility, managed in a financially appropriate manner and operated and maintained to an appropriately high standard.

- (C) This agreement is not a commitment of funds nor does satisfying the requirements within this agreement mean that any application will be automatically be approved. Compliance with the terms of this agreement will serve to support any application made to PZTC but it is acknowledged that the final decision will be made by a vote of the members of PZTC.

## **Agreed terms**

### **1. Interpretation**

The following definitions and rules of interpretation apply in this agreement.

#### **1.1 Definitions:**

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commencement Date:** has the meaning given in clause 3 (Commencement and duration). **control:** the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

**day:** a period of 24 consecutive hours starting at 9:00AM.

**month:** a calendar month.

**PZTC Funding:** means the following:

For the period 1 April 2026 to 31 March 2027 - £25,410 to be provided pursuant to the terms of this agreement. Subject to PZTC annual budget approval further provisional funding of £26,680 for 1 April 2027 to 31 March 2028 and £28,014 for 1 April 2028 to 31 March 2029, is agreed in principle.

**week:** any period of seven consecutive days.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to **writing** or **written** includes email.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. PZTC Funding**

- 2.1 PZTC Funding may be paid by PZTC to Pengarth at PZTC's absolute discretion in accordance with this agreement.

Funding for the period 1 April 2026 to 31 March 2027 of £25,410 shall be paid by PZTC to Pengarth quarterly in arrears on receipt of monitoring reports. Further annual funding of £26,680 for 1 April 2027 to 31 March 2028 and £28,014 for 1 April 2028 to 31 March 2029 (incorporating a 5% yearly increase), is subject to PZTC annual budget approval.

- 2.2 Subject to PZTC annual budget approval, funding is to be quarterly in arrears by PZTC on receipt of monitoring reports. As soon as practicable, Pengarth will provide their annual report, annual accounts, confirmation of safeguarding policies and maintained Quality Assurance through Cornwall Council referred to in Clause 5.4 on an annual basis.

## **3. Commencement and duration**

This agreement shall be deemed to have commenced on 1st April 2026 (**Commencement Date**) and shall continue, unless terminated earlier in accordance with clause 13

(**Termination**), until 31 March 2029 when it shall, subject to clause 14.2, terminate automatically without notice.

#### **4. Indemnity**

4.1 Pengarth shall indemnify PZTC against all liabilities, costs, expenses, damages and losses suffered or incurred by PZTC arising out of or in connection with:

- (a) Pengarth's breach or negligent performance or non-performance of this agreement;
- (b) the enforcement of this agreement;
- (c) any claim made against PZTC by a third party arising out of or in connection with the provision of the services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by Pengarth, its employees, agents or subcontractors;
- (d) any claim made against PZTC by a third party for death, personal injury or damage to property arising out of or in connection with defective goods, to the extent that the defect in the goods is attributable to the acts or omissions of Pengarth, its employees, agents or subcontractors.

4.2 This indemnity shall apply whether or not PZTC has been negligent or at fault.

#### **5. Pengarth Obligations**

The following conditions and requirements set out in this clause 5 are obligations which must be adhered to by Pengarth in order to obtain and retain the PZTC Funding:

5.1 Maintaining sufficient levels of management of Pengarth

- (a) Pengarth will ensure that PZTC's representative has a permanent place on the Pengarth Board;
- (b) Pengarth must ensure that Pengarth Day Care Centre is managed in a financially appropriate manner; and
- (c) Pengarth must ensure that Pengarth Day Care Centre is operated and maintained to an appropriately high standard.

5.2 PZTC Funding to be utilised solely to support client costs for accessing Pengarth Day Care provision and services for residents of Penzance Parish

- (a) All funding from PZTC must be used to offset the client costs for accessing Pengarth Day Care provision and services for residents of Penzance Parish. Improving accessibility and overcoming barriers for residents in need of support.

5.3 Achieving and maintaining Quality Assurance through Cornwall Council

- (a) Pengarth must demonstrate that they have achieved and maintained a Cornwall Council Quality Assurance for the services they provide.
- (b) A copy of the relevant reports and safeguarding policies should be provided to PZTC on an annual basis.

5.4 As a source of external funding PZTC should be recognized on all marketing and promotional material including social and printed media

Funding obtained from the Town Council belongs to the residents of Penzance Parish and as such it is important to acknowledge this public contribution on all marketing and promotional material. The format and prominence of this acknowledgement should be agreed in advance with the Town Clerk and PZTC's Communications Officer.

**6. Health and Safety**

- 6.1 All Health and Safety, operational and maintenance responsibilities remain the sole responsibility of Pengarth and they must ensure that Pengarth Day Care Centre is operated in such a way to ensure a safe and secure environment for the users of the facility.

**7. Reporting**

- 7.1 Pengarth will be required to prepare and produce to PZTC on an annual basis as follows:
- (a) Quarterly Reports – should be provided to update Penzance Council on the delivery of services supported for Parish residents.
  - (b) End of Financial Year Report - report should provide details of the upcoming pricing structure and detail take up and delivery of services. An End of Financial Year should also include the previous year's externally audited accounts and;
  - (c) Prior to the release of PZTC Funding a forward projection of Pengarth's financial position should also be presented for review by PZTC.

**8. Effects of the Pengarths's failure to comply with obligations at clause 5**

- 8.1 In the event of Pengarth's failure to comply with any of the obligations set out in clause 5 PZTC would have the right to:
- (a) terminate this agreement in accordance with clause 13; and
  - (b) stop any payment of any part of the PZTC Funding which had not yet been paid to Pengarth; and
  - (c) withdraw from any obligation or commitment to pay any part of the PZTC Funding now or in the future.

**9. Inadequacy of damages**

Without prejudice to any other rights or remedies that PZTC may have, Pengarth acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by Pengarth. Accordingly, PZTC shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

**10. Force majeure**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control including without limitation, any event which causes significant damage to the Pengarth Day Centre by natural or manmade incidents. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this agreement by giving five days' written notice to the affected party unless otherwise varied by the parties in accordance with clause 17.

**11. Assignment and other dealings**

Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

**12. Confidentiality**

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.

- 12.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

### 13. Termination

- 13.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of five days after being notified to do so;
  - (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
  - (c) the other party commences or threatens any type of insolvency proceedings;
  - (d) there is a change of control of Pengarth.
- 13.2 For the purposes of clause 13.1(a), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:
- (a) a substantial portion of this agreement; or
  - (b) any of the obligations set out in clause 5,

In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

- 13.3 Without affecting any other right or remedy available to it, PZTC may terminate this agreement on giving not less than one months' written notice to Pengarth.

**14. Survival**

- 14.1 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 14.2 Termination or expiry of this agreement shall not terminate the obligations of set out in this agreement which have yet to be performed.

**15. Entire agreement**

- 15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

**16. Costs**

Except as expressly provided in this agreement, each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution and registration of this agreement and any documents referred to in it.

**17. Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**18. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**19. Rights and remedies**

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**20. Severance**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

**21. No partnership or agency**

21.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**22. Further assurance**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

**23. Time of the essence**

Time is of the essence for all times, dates and periods specified in this agreement or substituted for them.

**24. Notices**

24.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following email addresses: [james.hardy@penzance-tc.gov.uk](mailto:james.hardy@penzance-tc.gov.uk) and [info@penzance-tc.gov.uk](mailto:info@penzance-tc.gov.uk)
- (c) [pengarth day centre@hotmail.com](mailto:pengarth_day_centre@hotmail.com)

24.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 36.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

24.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24.4 A notice given under this agreement is not valid if sent by email.

## **25. Counterparts**

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## **26. Third party rights**

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## **27. Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## **28. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

**29. England and Wales: ad hoc arbitration**

29.1 Any dispute, controversy or claim arising out of or relating to this agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this agreement, shall be finally resolved by arbitration. It is agreed that:

- (a) the tribunal shall consist of an arbitrator (who has the relevant qualifications and expertise);
- (b) in default of the parties' agreement as to the arbitrator(s), the appointing authority shall be the Chartered Institute of Arbitrators in London;
- (c) the seat of the arbitration shall be the closest available to the parties;
- (d) the law governing this arbitration agreement shall be English; and
- (e) the language of the arbitration shall be English.

29.2 All costs incurred by both parties during the arbitration process shall be paid by Pengarth.

This agreement has been entered into on the date stated at the beginning of it.

Signed by .....

on behalf of **PENZANCE TOWN COUNCIL**

.....  
(Signature)

Signed by .....

on behalf of **PENZANCE TOWN COUNCIL**

.....  
(Signature)

Signed by .....

on behalf of **PENZANCE & WEST PENWITH OLD PEOPLES WELFARE TRUST**

.....  
(Signature)

Signed by .....

on behalf of **PENZANCE & WEST PENWITH OLD PEOPLES WELFARE TRUST**

.....  
(Signature)

**PENZANCE COUNCIL – 10 NOVEMBER 2025****REPORT FOR DECISION****SUSTAINABLE PENZANCE – STRATEGIC GRANT AND SERVICE LEVEL AGREEMENT**

| Our Culture                                                                      | Our Decision Making                                                               | Our Environment                                                                   | Our Money                                                                         | Our People                                                                         | Our Places                                                                          | Our Resilience & Wellbeing                                                          |
|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |  |  |  |  |  |
|                                                                                  | ✓                                                                                 | ✓                                                                                 | ✓                                                                                 |                                                                                    |                                                                                     | ✓                                                                                   |

**Recommendation:**

1. The Service Level Agreement between Sustainable Penzance CIC and Penzance Council for the 2026/27, 2027/28 and 2028/29 financial years, as set out at Appendix 1 to this report, be approved.
2. Subject to (1.) above, said Service Level Agreement be signed by the Town Mayor and Town Clerk on behalf of Penzance Council.
3. Subject to (1.) and (2.) above, a payment of £21,000 be made to Sustainable Penzance CIC for the 2026/27 financial year, subject to the availability of funding following Penzance Council's annual consideration of its budget.
4. The further funding for the 2027/28 and 2028/29 financial years, as detailed in said Service Level Agreement, be approved in principle, subject to the availability of funding following Penzance Council's annual consideration of its budget.

**Background:**

At its meeting held on 20 May 2024, Penzance Council resolved to support a two-year Service Level Agreement between Sustainable Penzance CIC and Penzance Council.

The initial support enabled Sustainable Penzance to further develop community, B business, youth and school engagement activity through both enhanced digital and face to face services, targeting hard to reach communities of place and interest across the Parish.

As a result, Sustainable PZ has extended its work collaboratively across ten themes to help create a town which puts people and planet first. Now with seven years' experience of delivering on the ground community engagement projects, these projects have involved on the ground workshops and events in the environment through beach and community cleans, citizen science gathering on plastic pollution and guided clean up walks. Other projects have included the Together for Our Planet programme, the Schools Symposium and community hub building workshops and events for various groups in the community including businesses, community stakeholders, schools, local organisations and the wider general public.

The work of Sustainable Penzance is closely aligned to the Council's Strategic Plan and contributes to the delivery of the Climate Emergency Action Plan.

Following discussion, work has been undertaken to draft a further Service Level Agreement between Sustainable Penzance CIC and Penzance Council and this is set out at Appendix 1 to this report.

For the period 1 April 2026 to 31 March 2027 – funding of £21,000 is proposed, with further provisional funding of £22,500 for 1 April 2027 to 31 March 2028 and £23,152 for 1 April 2028 to 31 March 2029, proposed in principle, subject to Penzance Council's annual budget approval.

Members are therefore being asked to consider and agree the Service Level Agreement between Sustainable Penzance CIC and Penzance Council for 2026/27, 2027/28 and 2028/29 (as set out in Appendix 1), with in principle support, subject to Penzance Council's annual budget approval.

James Hardy  
Town Clerk

DATED

**AGREEMENT**

Between

**Penzance Town Council**

and

**Sustainable Penzance**

This agreement is dated

## Parties

- (1) PENZANCE TOWN COUNCIL of Penlee Centre, Penlee Park, Penzance, Cornwall, TR18 4HE (**PZTC**)
- (2) SUSTAINABLE PENZANCE CIC of 41 Medrose Terrace, Penzance TR18 2BS, Company Number 12334521 a Community Interest Company limited by guarantee without share capital operating as Sustainable Penzance (**Sustainable PZ**)

## BACKGROUND

Sustainable PZ is an extension of the work started by Plastic free PZ, to connect the town to a bigger vision of what a sustainable community can look like.

Plastic Free Penzance was set up as part of 'Plastic Free Communities', a Surfers Against Sewage initiative. Plastic pollution has sadly become synonymous with any coastal activity; from surfing to walking, beach holidays to wildlife watching – it is now an expected part of our experience. This is why plastic pollution and specifically tackling society's throwaway, excessive or unnecessary plastic culture, has become a top priority for Surfers Against Sewage

Plastic pollution is an issue which affects all parts of society and is something that we can all take action on, at every level. Indeed, it will only be through concrete, collective, positive action that we can make the changes in culture, policy and law needed to stop to plastic flood from overwhelming our world.

Plastic Free Penzance aims to minimise our town's contribution to the plastic crisis. We are proud that Penzance was the first community in the UK to be awarded SAS Plastic Free Communities Status.

Sustainable PZ has extended its work collaboratively across ten themes to help create a town, which puts people and planet first. Now with seven years' experience of delivering on the ground community engagement projects. All projects involve on the ground workshops and events in the environment through beach and community cleans, citizen science gathering on plastic pollution and guided clean up walks. Other projects include the Together for Our Planet programme, the Schools Symposium and community hub building workshops. Sustainable PZ run a host of workshops and events for various groups in the community including businesses, community stakeholders, schools, local organisations and the wider general public.

- (A) The parties wish to enter into an agreement to provide a number of parameters which need to be satisfied in order for Sustainable PZ to receive the full amount of funding approved by PZTC. The parties would like to be clear that noncompliance with any of the obligations set out in this agreement could mean that approved funding is withheld pending a decision by the members of the PZTC.

The parties note that PZTC need to approve public finances to support Sustainable PZ and as such it needs to be clear as to the obligations and requirements in order for it to do so. This agreement aims to reassure Penzance Town Council that public funding is being utilised solely to support activity for the benefit of residents and visitors of Penzance Parish and to ensure that the Sustainable PZ is being managed in such a way to ensure a safe and secure environment for any service users, managed in a financially appropriate manner and operated and maintained to an appropriately high standard.

- (B) This agreement is not a commitment of funds nor does satisfying the requirements within this agreement mean that any application will be automatically be approved. Compliance with the terms of this agreement will serve to support any application made to PZTC but it is acknowledged that the final decision will be made by a vote of the members of PZTC.

## **Agreed terms**

### **1. Interpretation**

The following definitions and rules of interpretation apply in this agreement.

#### **1.1 Definitions:**

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commencement Date:** has the meaning given in clause 3 (Commencement and duration). **control:** the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

**day:** a period of 24 consecutive hours starting at 9:00AM.

**month:** a calendar month.

**PZTC Funding:** means the following:

For the period 1 April 2026 to 31 March 2027 - £21,000 to be provided pursuant to the terms of this agreement. Subject to PZTC annual budget approval further provisional funding of £22,050 for 1 April 2027 to 31 March 2028 and £23,152 for 1 April 2028 to 31 March 2029, is agreed in principle.

**week:** any period of seven consecutive days.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to **writing** or **written** includes email.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. PZTC Funding**

- 2.1 PZTC Funding may be paid by PZTC to Sustainable PZ at PZTC's absolute discretion in accordance with this agreement.

Funding for the period 1 April 2026 to 31 March 2027 of £21,000 shall be paid by PZTC to Sustainable PZ quarterly in arrears on receipt of monitoring reports. Further annual funding of £22,050 for 1 April 2027 to 31 March 2028 and £23,152 for 1 April 2028 to 31 March 2029 (incorporating a 5% yearly increase) is subject to PZTC annual budget approval.

- 2.2 Subject to PZTC annual budget approval, funding is to be paid quarterly in arrears by PZTC on receipt of their monitoring reports. As soon as practicable, Sustainable PZ will provider their annual report, annual accounts, confirmation of safeguarding polices and maintained Quality Assurance.referred to in Clause 5.3 on an annual basis.

### **3. Commencement and duration**

This agreement shall be deemed to have commenced on 1st April 2024 (**Commencement Date**) and shall continue, unless terminated earlier in accordance with clause 13 (**Termination**), until 31 March 2026 when it shall, subject to clause 14.2, terminate automatically without notice.

### **4. Indemnity**

- 4.1 Sustainable PZ shall indemnify PZTC against all liabilities, costs, expenses, damages and losses suffered or incurred by PZTC arising out of or in connection with:

- (a) Sustainable PZ breach or negligent performance or non-performance of this agreement;
- (b) the enforcement of this agreement;
- (c) any claim made against PZTC by a third party arising out of or in connection with the provision of the services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by Sustainable PZ, its employees, agents or subcontractors;
- (d) any claim made against PZTC by a third party for death, personal injury or damage to property arising out of or in connection with defective goods, to the extent that the defect in the goods is attributable to the acts or omissions of Sustainable PZ, its employees, agents or subcontractors.

- 4.2 This indemnity shall apply whether or not PZTC has been negligent or at fault.

### **5. Sustainable PZ Obligations**

The following conditions and requirements set out in this clause 5 are obligations which must be adhered to by Sustainable PZ in order to obtain and retain the PZTC Funding:

- 5.1 Maintaining sufficient levels of management of Sustainable PZ

- (a) Sustainable PZ will ensure that PZTC's representative has a permanent place on the Sustainable PZ Board;
- (b) Sustainable PZ must ensure that all delivery is managed in a financially appropriate manner; and to an appropriate standard.

5.2 PZTC Funding to be utilised solely to support identified Community, Business and School based projects as detailed for residents and businesses of Penzance Parish

All funding from PZTC must be used to deliver.....

- a) Community Events and workshops relating to SPZ's ten themes. Focusing on raising awareness, sharing information and initiating individual, household and community actions that we can take to create a resilient community for the future. With a core aim to create an inclusive and accessible movement for positive change . The themes covered by these events and workshop would be

- Food
- Energy
- Waste
- Lifestyle
- Biodiversity
- Transport

The remaining SPZ themes would be covered in the following work

- b) Education - supporting the delivery of a Schools Hub for the town. This would support the rolling out of the Sustainable PZ Schools Action plan with a suite of free workshops for staff and young people, events, training and support. Creating a school movement to create a thriving future for its young people and tackling climate and societal breakdown anxiety by enabling young people to be involved in shape a better future for themselves
- c) Business & Tourism – Promoting and raising awareness of plastic free champion and eco conscious businesses through shop local campaigns and support for local independents. Linking with SPZ's wider work through the SPZ Business Hub and including focuses on tourism related businesses to support a more ethical visitor economy
- d) Decision Making – raising awareness of how to get involved with local decision making and have a say in consultations, elections and other local decisions. Through events, information sharing, group work and project focuses

Supported further by:

- e) Digital community engagement to support all of the above and reach as many people in the local area, providing toolkits, information, signposting and ways to get involved and support the community and work to put people, place and planet first

- f) Administrative support to enable the above work and consistent communication and links with community stakeholders. Supporting community collaboration and a link to the public.

**5.3 Achieving and maintaining Quality and Safeguarding Standards.**

- (a) Sustainable PZ must demonstrate and provide evaluations of the projects and services they provide.
- (b) A copy of the relevant reports and safeguarding policies should be provided to PZTC on an annual basis.

**5.4 As a source of external funding PZTC should be recognized on all marketing and promotional material including social and printed media**

Funding obtained from the Town Council belongs to the residents of Penzance Parish and as such it is important to acknowledge this public contribution on all marketing and promotional material. The format and prominence of this acknowledgement should be agreed in advance with the Town Clerk and PZTC's Communications Officer.

**6. Health and Safety**

- 6.1 All Health and Safety, operational and maintenance responsibilities remain the sole responsibility of Sustainable PZ and they must ensure that all delivery is managed and operated in such a way to ensure a safe and secure environment for any users.

**7. Reporting**

- 7.1 Sustainable PZ will be required to prepare and produce to PZTC on an annual basis as follows:
- (a) Quarterly Reports – should be provided to update Penzance Council on the delivery of projects.
  - (b) End of Financial Year Report – an End of Financial Year report should be provided and;
  - (c) Prior to the release of PZTC Funding a forward projection of Sustainable PZ financial position should also be presented for review by PZTC.

**8. Effects of the Sustainable PZ's failure to comply with obligations at clause 5**

- 8.1 In the event of Sustainable PZ's failure to comply with any of the obligations set out in clause 5 PZTC would have the right to:
- (a) terminate this agreement in accordance with clause 13; and

- (b) stop any payment of any part of the PZTC Funding which had not yet been paid to Sustainable PZ; and
- (c) withdraw from any obligation or commitment to pay any part of the PZTC Funding now or in the future.

## **9. Inadequacy of damages**

Without prejudice to any other rights or remedies that PZTC may have, Sustainable PZ acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by Sustainable PZ. Accordingly, PZTC shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

## **10. Force majeure**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control including without limitation, any event which causes significant damage to Sustainable PZ facilities or equipment by natural or manmade incidents. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this agreement by giving five days' written notice to the affected party unless otherwise varied by the parties in accordance with clause 17.

## **11. Assignment and other dealings**

Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

## **12. Confidentiality**

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure

that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

### 13. Termination

13.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of five days after being notified to do so;
- (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (c) the other party commences or threatens any type of insolvency proceedings;
- (d) there is a change of control of Sustainable PZ.

13.2 For the purposes of clause 13.1(a), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations set out in clause 5,

In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

13.3 Without affecting any other right or remedy available to it, PZTC may terminate this agreement on giving not less than one months' written notice to Sustainable PZ.

### 14. Survival

14.1 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

- 14.2 Termination or expiry of this agreement shall not terminate the obligations of set out in this agreement which have yet to be performed.

**15. Entire agreement**

- 15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

**16. Costs**

Except as expressly provided in this agreement, each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution and registration of this agreement and any documents referred to in it.

**17. Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**18. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

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If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

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21.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**22. Further assurance**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

**23. Time of the essence**

Time is of the essence for all times, dates and periods specified in this agreement or substituted for them.

**24. Notices**

24.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following email addresses at [james.hardy@penzance-tc.gov.uk](mailto:james.hardy@penzance-tc.gov.uk)
- (c) [rachel@sustainablepz.co.uk](mailto:rachel@sustainablepz.co.uk)

24.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 36.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

24.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24.4 A notice given under this agreement is not valid if sent by email.

## **25. Counterparts**

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## **26. Third party rights**

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## **27. Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## **28. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

## **29. England and Wales: ad hoc arbitration**

29.1 Any dispute, controversy or claim arising out of or relating to this agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this agreement, shall be finally resolved by arbitration. It is agreed that:

- (a) the tribunal shall consist of an arbitrator (who has the relevant qualifications and expertise);
- (b) in default of the parties' agreement as to the arbitrator(s), the appointing authority shall be the Chartered Institute of Arbitrators in London;
- (c) the seat of the arbitration shall be the closest available to the parties;
- (d) the law governing this arbitration agreement shall be English; and
- (e) the language of the arbitration shall be English.

29.2 All costs incurred by both parties during the arbitration process shall be paid by Sustainable PZ.

This agreement has been entered into on the date stated at the beginning of it.

Signed by .....

on behalf of **PENZANCE TOWN COUNCIL**

.....  
(Signature)

Signed by .....

on behalf of **PENZANCE TOWN COUNCIL**

.....  
(Signature)

Signed by .....

on behalf of **SUSTAINABLE PZ**

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(Signature)

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(Signature)