Meta fence
Fencing & Gates

Pithers Lodge
Union Road
Bradfield
Reading
Berks
RG7 6AB

Tel: 01189 745 446
Fax: 01189 745 447

Shinfield Parish Council

Date: 22nd April 2022

Our Ref: BP /8109 REV 2

For the attention of Rob Westmoreland

Dear Rob

<u>REF: Bollards at School green</u>

We thank you for your recent enquiry regarding the works at the above project and have pleasure in offering the following budgetary quotation for your consideration, subject to satisfactory site survey.

To Remove old timber bollards and replace with 120no x 150mm Dia Hollow plastic Bollards with Reflective strip – Finished in brown
Post to suit 900mm above ground – 600mm deep in ground.
26no bollards to sit over 114mm Dia x 6.3mm thick steel tube to add extra strength.

<u>For the sum of £22,926.96 +vat</u>

IMPORTANT:
Due to instability in the steel and timber market, and expected significant increases, we are currently unable to fix our prices for longer than 7 days before subject to review.

We hope that our quotation is of interest and look forward to hearing from you. Should you wish to discuss any aspect of these works, or any other project, then please do not hesitate in contacting me directly.

Yours faithfully,

Ben Paintin
ben@metafence.co.uk
07387 418810

STANDARD TERMS:

- All underground services are to be identified and clearly marked by client/main contractor prior to commencement. Service drawings to be issued to Metafence prior to commencement. Metafence shall perform an electrical cable survey utilising calibrated cable avoidance tools, however due to the inherent limitations of CAT radio detection technology and the interpretive nature of the results we cannot guarantee 100% detection or accuracy. Many other services are also undetectable. For these reasons, Metafence does not accept any responsibility or liability for losses or damages of any kind, resulting from undetected, misinterpreted or misrepresented features, utilities or buried services. The client bears the ultimate responsibility for confirming the precise nature and location of features /or utilities /or buried services located on their or their clients land. No claims, for damage caused by our works, in full or in part will be entertained whatsoever. (1)
- *No materials can be placed on order or work commenced against this quotation without a written order which much state the agreed prices/rates (1a)*
- *Metafence to supply all concrete as specified. (2).*
- *Our quotation assumes that all excavation, if any, is in normal soil or clay and that there is clear access to fence lines and work areas except where specifically stated by our works description. (3)*
- *Any "hard dig" holes not covered by our quotations work description will be charged at £ t.b.c. per hole (3a)*
- *Our quotation assumes that off road parking is provided on site free of charge (4)*
- *Our quotation assumes that (unless specifically detailed by our description, offloading and distribution will be provided by you free of charge (4a)*
- *Our quotation assumes that welfare facilities (toilet, wash facility) are made available by you (free of charge) for the duration of the works. Should Metafence be required to provide our own welfare facilities this will be chargeable at cost +20%. (4b)*
- *HI-AB deliveries -, our quotation does not allow for a lift plan. A basic lift does not require a lift plan to be produced however should an intermediate or complex lift plan be required then this will incur further costs to the client and can be quoted for if requested (with a trained banksman provided by client). (4c)*
- *Lines of fencing to be clear and level and pegged before erection commences. (5)*
- *Any planning applications in relation to our works remain the responsibility of the client and should seek the necessary guidance from the local authority as to whether an application is necessary. (7)*
- *All items and rates are subject to a satisfactory site survey. (8)*
- *We have not allowed for removing excess post hole excavation from site. We assume spoil will be spread along the fence line. (9)*
- *Our price will remain fixed if we are able to carry out all the works within three months and the work can be completed in one visit. Subject to fluctuations in material costs. (10)*
- *Our prices exclude VAT. (11)*
- ***VAT,** if applicable will be charged at the current rate. (12)*
- *Any day work will be charged at £360.00 per man per day. Travelling time to be added to worked hours at £45.00 per hour per man. Materials used in day work – plus 15%. Plant used in day work – plus 20%. (13)*
- *All work is to be carried out in one continuous visit unless specified by Metafence otherwise above. Further visits will be charged at £350.00 + re-mobilisation costs. (14)*
- *All materials, whether loose or installed, remain the property of Metafence until full payment has been received and we reserve the right to remove them from site. (15)*
- *Metafence guarantees the labour/ installation of fencing products for 12 months from the installation date. This excludes damage from external influences including inclement weather conditions. (16)*
- *Guarantees for materials are subject to the specific products requested and may be offered direct from manufacturer. (17)*
- *We reserve the right to withdraw or amend our quotation at any time. (18)*
- ***DISCOUNT TERMS**: 2.5% to general contractor (M.C.D) already deducted, based on prompt payment within 14 days from date of invoice, including interim claims for labour and material delivered. (19)*
- ***PAYMENT TERMS**: Account customers - Nett, payment within 30 days from date of invoice, including interim claims for labour and materials delivered. (20)*
- ***PAYMENT TERMS**: Non account customers - Payment terms to be agreed. (21)*
- *We do not accept liability in whole or part to any liquidated damages (22)*
- *We do not accept bonds/ collateral warranty in whole or part to any project (23)*
- ***CONDITIONS:** Your attention is drawn to the Metafence standard conditions. A copy is available on request. These will apply unless amended or omitted by the notes given above. (24)*

GRANT APPLICATION FORM 2022-2023 (Up to £5,000)

Shinfield Parish Council offers a limited number of one-off grants each year to organisations, clubs and charities which provide a service to residents.

Grants can be applied for at any time during the year. The total fund available is budget limited and our website will indicate when funds have expired.

Applicants must meet the general grant criteria and conditions of grant.

You must complete the form in full and supply all the information requested. You may be asked for further clarification or evidence of need.

The outcome will be notified in writing and in certain circumstances the grant may only be awarded if specific conditions are met.

A successful award of a grant in one year does not guarantee a grant in subsequent years.

There is no appeal process if an application is turned down.

Payment of your grant is by Bank Transfer ONLY – please supply the relevant details in the declaration.

Please complete all sections of this form. You may expand the boxes if necessary.

Name of Organisation: First Days Children's Charity

For what purpose is the grant to be used?

The grant would enable us to bring our outreach project to Shinfield with the aim of supporting families living in financial crisis and poverty. This project will provide access to good quality, essential school uniforms, equipment, laptops, and more to families in the parish who are unable to afford these items.

This project would involve bringing our equipped van and highly experienced members of staff to a pre-agreed location within Shinfield on pre-agreed dates for families to access items they are in need of. We would use our connections with social workers, schools and social media to promote this service.

We build relationships with families to identify other areas of need. We also work in collaboration with Wokingham Council on Digital inclusion.

We believe every child should have the same start in life, should be safe at home, be confident in school and have fun. This project facilitates that.

How many parish residents do you anticipate reaching and how will they benefit?

Our service is open to all families with school age children in the parish. Families living in financial difficulty have access to good quality uniforms and other essential items needed for their children which they otherwise could not afford. This is available in a location very close to them reducing the need to travel. The van is well stocked giving the children the option to choose their own items which is empowering for all involved.

It is well documented that having the correct uniform and equipment is a large part of being confident. Children who are confident at school achieve better outcomes, and enjoy better mental and physical health .

Have you received any other grants or funding for this project.

If yes please provide details.

The outreach project has succeeded in other parishes and has been funded by a mix of fundraising events, activities and grants from the various parishes they serve.

We ran our own pilot scheme in Shinfield Rise during the summer of 2021 which demonstrated and evidenced the need for support in the area. The pilot mirrored the outreach project which has been rolled out in other Parishes.

About your Organisation :

Briefly describe the role of your organisation within Shinfield Parish

We reduce the long-term effect of poverty on children by equipping them with the essential items they need for their early years and at school. In recent years we have provided thousands of items of school uniform and school equipment to families who cannot afford it. We are applying for £5000 to extend our reach to specifically focus on children and families within Shinfield Parish.

Where are you based?

Wokingham Town Centre

Number of members in your organisation?

9 part time, 2 full time employee and 40 volunteers

You can provide a web link to the above information or provide a leaflet/brochure.

www.firstdays.net

Contact for this application:					
Title:	MRS	First name:	ELLIE	Surname:	GOSLING
Position held in organisation:		Fundraising and Events Manager			
Contact address: Unit 9, The Business Centre, Molly Millars Lane, Wokingham					
Postcode:	RG41 2QZ	Telephone Number: 0118 9219 338			
Email address: ellie@firstdays.net					

DECLARATION

The following declaration must be completed by a senior contact on behalf of the applicant organisation.

I apply for grant aid on behalf of:

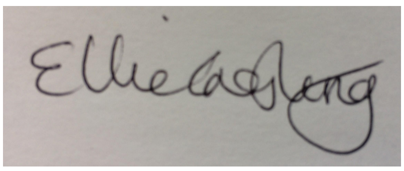
FIRST DAYS CHILDREN'S CHARITY

I confirm that:

- I am authorised to sign on behalf of the organisation named in this application
- I have noted the conditions under which grants are awarded by Shinfield Parish Council
- I confirm that if successful, I and the organisation which I represent, will comply with the grant conditions.

I undertake, on behalf of the organisation, any grant or such part as Shinfield Parish Council may determine, will be repaid if:

- The organisation is found to be in breach of the criteria and conditions applied to the grant
- The grant ceases to be used for the purpose(s) for which it was given.

Signed:  **Date:** 24 FEBRUARY 2022

Name (Block capitals): ELLIE GOSLING

Position in organisation: Fundraising and Events Manager

Data Protection:

The information provided on this form will not be used for any purpose other than that pertaining to the process and consideration of your application. The personal data supplied on this form together with other information will be held securely by the Shinfield Parish Council. However, the Grant Recipient gives its consent for Shinfield Parish Council to publish the Grant Application and or agreement in any medium in its entirety (but with any information which is Confidential belonging to the Council, or the Grant Recipient redacted) You may have access to your personal information upon request.

The following information for the most recent year must be submitted with your application (please tick)

Annual Report & Constitution	Y
Balance Sheet/Bank Balances	Within Annual Report
Income and Expenditure Account	Within Annual Report

Bank	[redacted]
Name of Bank Account	[redacted]
Sort Code	[redacted]
Account Number	[redacted]

GENERAL GRANT CRITERIA

The Parish Council seeks to maintain a balanced provision of grants with the principles of best value being applied in considering all applications.

1. Grants to organisations or charities serving more people will take priority.

2. The purpose of the grant should bring direct benefit to residents in the parish.

3. The grant may be a contribution to the funds of a charitable body based outside the parish but for the furtherance of its work with the local community.

4. Grants will NOT be awarded retrospectively.

CONDITIONS OF GRANT

1. Organisations applying for a grant must comply with the general grant criteria. The applicant must complete all sections of the grant application form, including the declaration.

2. All organisations receiving grants will be required to acknowledge receipt of the grant and comply with any conditions specified.

3. All organisations receiving a grant should acknowledge Shinfield Parish Council's financial support in its publicity and promotional activities. Shinfield Parish Council reserves the right to publicise the grant award in its own promotional material (for example, the Parish Newsletter and Annual Report). Individual grants are listed on the parish website to comply with legislation.

4. The applicant must submit the organisation's constitution/terms of reference, the most recent accounts or financial statement, annual report and balance sheet.

5. Shinfield Parish Council reserves the right to monitor the way in which grants have been spent. You are required to complete a grant monitoring form which asks for information about how the grant has been spent (copies of relevant invoices and receipts may be required).

6. Shinfield Parish Council reserves the right to seek to recover the grant and/ or any moveable equipment bought with the grant money if the organisation ceases to exist, or if the grant is not used for the purpose(s) in the original application to Shinfield Parish Council, or if the conditions of the grant are not met.

Constitution of a Charitable Incorporated Organisation whose only voting members are its charity trustees

(‘Foundation’ model constitution)

Date of constitution (last amended):

25th June 2014

1. Name

The name of the Charitable Incorporated Organisation (“the CIO”) is

First Days Children’s Charity.

2. National location of principal office

The CIO must have a principal office in England or Wales. The principal office of the CIO is in England

3. Object(s)

The objects of the CIO are:

a) The prevention or relief of poverty in the Borough of Wokingham (and in other such parts of the United Kingdom as the trustees may from time to time see fit) by providing goods and services, particularly but not exclusively the provision of equipment, clothing and other goods for babies and children, to individuals in need and / or other charities or other organisations working to prevent or relieve poverty.

b) And to fulfil such other purposes which are exclusively charitable according to the law of England and are connected with the charitable work of the organisation.

Nothing in this constitution shall authorise an application of the property of the CIO for the purposes which are not charitable in accordance with [section 7 of the Charities and trustee Investment (Scotland) Act 2005] and [section 2 of the Charities Act (Northern Ireland) 2008.]

4. Powers

The CIO has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the CIO has power to:

1) borrow money and to change the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;

2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

3) sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;

4) employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of that clause;

5) deposit or invest funds, employ a professional fund-manager, and arrange for the investments of other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do so by the Trustee Act 2000.

5. Application of Income and property

1) The income and property of the CIO must be applied solely towards the promotion of the objects.

    a) A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.

    b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

2) None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO.

3) Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

6. Benefits and payments to charity trustees and connected persons

1) General Provisions

No charity trustee or connected person may:

a) buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;

b) sell goods, services or any interest in land to the CIO;

c) be employed by, or receive any remuneration from, the CIO;
d) receive any other financial benefit from the CIO;

unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the Charity Commission ("the Commission"). In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

2) Scope and powers permitting trustees' or connected persons' benefits

a) A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.

b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.

c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.

d) A charity trustee or connected person may receive interest or money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

3) **Payment for supply of goods only – controls**

The CIO and its charity trustees may only rely upon the authority provided by sub-clause (2) (c) of this clause if each of the following conditions is satisfied:

a) The amount of maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods ("the supplier").

b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

c) The other charity trustees are satisfied that it is in the best interest of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantage of doing so.

d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.

e) The supplied does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.

f) The reason for their decision is recorded by the charity trustees in the minute book.

g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

4) **In sub-clauses 2) and 3) of this clause:**

a) "the CIO" includes any company in which the CIO:

i) holds more than 50% of the shares; or

ii) controls more than 50% of the voting rights attached to the shares; or

iii) has the right to appoint one or more directors to the board of the company;

b) “connected person” includes any person within the definition set out in clause [30] interpretation);

7. Conflicts of Interest and conflicts of loyalty

A charity trustee must:

1) declare the nature and extent of any interest; direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and

2) absent himself from any discussion of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

8. Liability of members to contribute to the assets of the CIO if it is wound up.

If the CIO is wound up, the members of the CIO have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

9. Charity trustees

1) **Functions and duties of charity trustees**

The charity trustees shall manage the affairs of all the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:

a) to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purpose of the CIO; and

b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:

i) any special knowledge or experience that he or she has or holds himself or herself out as having; and,
ii) if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

2) **Eligibility for trusteeship**

a) Every charity trustee must be a natural person.

b) No individual may be appointed as a charity trustee of the CIO:

- if he or she is under the age of 16 years; or

- if he or she would automatically cease to hold office under the provisions of the clause [12 (1)(e)].

c) No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

d) At least one of the trustees of the CIO must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustees may only act to call a meeting of the charity trustees, or appoint a new charity trustee.

3) **Number of charity trustees**

a) There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

b) There is no maximum number of charity trustees that may be appointed to the CIO.

4) **First charity trustees**

The first charity trustees are as follows and are appointed for the following terms –

Lucy Morris	for 3 years
Hayley Blakeman	for 3 years
Sharon Elliott	for 2 years
Marjorie Walker	for 1 year

10. Appointment of charity trustees

1) Apart from the first charity trustees, every trustee must be appointed for a term of three years by a resolution passed at a properly convened meeting of the charity trustees.

2) In selecting individuals for appointment as charity trustees, the charity trustees must have regard to the sills, knowledge and experience needed for the effective administration of the CIO.

11. Information for new charity trustees

The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

a) a copy of the current version of this constitution; and

b) a copy of the CIO's latest Trustees' Annual Report and statement of accounts

12. Retirement and removal of charity trustees

1) A charity trustee ceases to hold office if he or she:

   a) retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);

   b) is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;

   c) dies;

   d) in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;

   e) is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment of modification of that provision).

2) Any person retiring as a charity trustee is eligible for reappointment.

3) A charity trustee who has served for three consecutive terms may not be reappointed for a fourth consecutive term but may be reappointed after an interval of at least one year.

13. Taking of decisions by charity trustees

Any decision may be taken either:

- at a meeting of the charity trustees; or
- by resolution in writing or electronic form agreed by all the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more charity trustees has signed their agreement.

14. Delegation by charity trustees

1) The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.

2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:

a) a committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;

b) the acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and

c) the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

15. Meetings of charity trustees

1) **Calling meetings**

a) Any charity trustee may call a meeting of the charity trustees

b) Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

2) **Chairing of meetings**

The charity trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

3) **Procedure at meetings**

a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two charity trustees, or the number nearest to one third of the total number of charity trustees, whichever is greater, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.

4) **Participation in meetings by electronic means**

a) A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.

b) Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

16. Membership of the CIO

1) The members of the CIO shall be its charity trustees for the time being. The only persons eligible to be members of the CIO are its charity trustees. Membership of the CIO cannot be transferred to anyone else.

2) Any member and charity trustee who ceases to be a charity trustee automatically ceases to be a member of the CIO.

17. Informal or associate (non-voting) membership

1) The charity trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of

members.

2) Other references in this constitution to “members” and “membership” do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Act, General Regulations or Dissolution Regulations.

18. Decisions which must be made by the members of the CIO

1) Any decision to:

   a) amend the constitution of the CIO;

   b) amalgamate the CIO with, or transfer its undertaking to, one or more other CIO’s, in accordance with the Charities Act 2011; or

   c) wind up or dissolve the CIO (including transferring its business to any other charity)

   must be made by a resolution of the members of the CIO (rather than a resolution of the charity trustees).

2) Decisions of the members may be made either;

   a) by resolution at a general meeting; or
   b) by resolution in writing, in accordance with sub-clause 4) of this clause.

3) Any decision specified in sub-clause 1) of this clause must be made in accordance with the provisions of clause 28) (amendment of constitution), clause 29) (voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by at 75% majority of those members voting at a general meeting, or agreed by all members in writing.

4) Except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:

   a) A copy of the proposed resolution has been sent to all the members eligible to vote; and

   b) The required majority of members has signified its agreement to the resolution in a document of documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member’s agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

The resolution in writing may comprise several copies to which one or more members has signified their agreement. Eligibility to vote on the resolution is limited to members who are members of the CIO on the date when the proposal is first circulated.

19. General meetings of members

1) **Calling of general meetings of members**

The charity trustees may designate any of the meetings as a general meeting of the members of the CIO. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the members of the CIO as specified in clause 18) (Decisions which must be made by the members of the CIO).

2) **Notice of general meetings of members**

a) The minimum period of notice required to hold a general meeting of the members of the CIO is 14 days.

b) Except where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations, a general meeting may be called by shorter notice if it is too agreed by a majority of the members of the CIO.

c) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

3) **Procedure at general meetings of members**

The provisions in clause 15 2) - 4) governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all references to trustees to be taken as references to members.

20. Saving provisions

1) Subject to sub-clause 2) of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:

- who was disqualified from holding office:
- who had previously retired or who had been obliged by the constitution to vacate office;
- who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

2) Sub-clause 1) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for sub-clause 1), the resolution would have been void, or if the charity trustees has not complied with clause 7 (Conflicts of interest).

21. Execution of documents

1) The CIO shall execute documents either by signature or by affixing its seal (if it has one)

2) A document is validly executed by signature if it is signed by at least two of the charity trustees.

3) If the CIO has a seal:

   a) It must comply with the provisions of the General Regulations; and

   b) The seal must only be used by the authority of the charity trustees of a committee of charity trustees duly authorised by the charity trustees. The charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by two charity trustees.

22. Use of electronic communications

1) **General**

   The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

   a) The requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;

   b) Any requirements to provide information to the Commission in a particular form or manner.

2) **To the CIO**

Any member of charity trustee for the CIO may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

3) **By the CIO**

a) Any member or charity trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.

b) The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:

i) Provide the members with the notice referred to in clause 19 (2 (Notice of general meetings);
ii) Give charity trustees notice of their meetings in accordance with clause 15 1) (Calling meetings); and
iii) Submit any proposal to the members or charity trustees for decision by written resolution in accordance with the CIO's powers under clause 18 (Members decisions) and 18 4) (Decisions taken by resolution in writing).

c) The charity trustees must –

i) Take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; and
ii) Send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communication in electronic form.

23. Keeping of Registers

The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a (combined) register of its members and charity trustees.

24. Minutes

The charity trustees must keep minutes of all:

1) Appointments of officers made by the charity trustees:

2) Proceedings at general meetings of the CIO;

3) Meetings of the charity trustees and committees of charity trustees including:

   - The names of the trustees present at the meeting
   - The decisions made at the meetings; and
   - Where appropriate the reasons for the decisions;

4) Decisions made by the charity trustees otherwise than in meetings.

25. Accounting records, accounts, annual reports and returns, register maintenance

1) The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account, and to the preparation of annual reports and returns. The statements of account, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.

26. Rules

The charity trustees may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

27. Disputes

If a dispute arises between members of the CIO about the validity or propriety of anything by the members under this constitution, and the dispute cannot be resolved by agreement, the parties of the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

28. Amendment of constitution

As provided by sections 224-227 of the Charities Act 2011:

1) This constitution can only be amended:

   a) By resolution agreed in writing by all members of the CIO; or

   b) By resolution passed by a 75% majority of those voting at a general meeting of the members of the CIO in accordance with clause 19 (General meetings of members).

2) Any alternation of clause 3 (Objects), clause [29] (Voluntary winding up or dissolution), this clause or of any provision where the alternation would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.

3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

4) A copy of every resolution amending the constitution, together with a copy of the CIO's constitution as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution, and the amendment does not take effect until it has been recorded in the Register of Charities.

29. Voluntary winding up or dissolution

1) As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:

    a) At a general meeting of the members of the CIO called in accordance with the clause 19) (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote;

        i) By a resolution passed by a 75% majority of those voting, or
        ii) By a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or

    b) By a resolution agreed in writing by all members of the CIO.

2) Subject to the payment of all the CIO's debts:

    a) Any resolution for the winding up of the CIO, or for the dissolution for the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.

    b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.

    c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.

3) The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:

   a) The charity trustees must send with their application to the Commission:

      i) A copy of the resolution passed by the member of the CIO;

      ii) A declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and

      iii) A statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied to its dissolution in accordance with this constitution;

   b) The charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.

4) If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

30. Interpretation

In this constitution

“**connected person”** means:

a) A child, parent, grandchild, grandparent, brother or sister of the charity trustee;

b) The spouse or civil partner of the charity trustee or any person falling within sub-clause a) above;

c) A person carrying on business in partnership with the charity trustee or with any person falling within sub-clause a) or b) above:

d) An institution which is controlled –

   i) By the charity trustee or any connected person falling within sub-clause a), b) or c) above; or

   ii) By two or more persons falling within sub-clause d)i), when taken together

e) A body corporate in which –

i) The charity trustee or any connected person falling within sub-clauses a) to c) has a substantial interest; or

ii) Two or more persons falling within sub-clause e)i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

“General Regulations” means the Charitable Incorporated Organisations (General) Regulations 2012.

“Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The **“Communications Provisions”** means the Communications Provisions in (Part 10, chapter 4) of the General Regulations.

“Charity trustee” means a charity trustee of the CIO.

A **“poll”** means a counted vote or ballot, usually (but not necessarily) in writing.

Balance sheet as at:	**31/03/21**	**31/12/21**
Fixed assets		
Tangible assets	£ 3,765	£ 12,881
Total Fixed assets	**£ 3,765**	**£ 12,881**
Current assets		
Debtors	£ 25,058	£ 46,179
Cash at bank and in hand	£ 162,624	£ 89,482
Total current assets	**£ 187,682**	**£ 135,661**
Creditors: amounts falling due within one year	£ 19,712	
Creditors: amounts falling due within one year		£ 60,183
Net current assets / (liabilities)	**£ 167,970**	**£ 75,478**
Total assets less current liabilities	**£ 171,735**	**£ 88,359**
Creditors: amounts falling due after one year	£ 17,145	£ 0
Total net assets or liabilities	**£ 154,590**	**£ 88,359**
Funds of the Charity		
Restricted income funds	£ 33,435	£ 0
Unrestricted funds	£ 121,155	£ 88,359
Total funds	**£ 154,590**	**£ 88,359**

Reconciliation of funds (reserves)	
Total unadjusted funds (reserves) per Quick Books	**£ 128,904**
Accrued Paypal expenses	£ (1,972)
Estimated Depreciation charges for year to date	£ (3,573)
Reclassification of WBC	£ (35,000)
Total funds	**£ 88,359**

Total expenditure to 31/12/21	£ 277,913
Average monthly expenditure	£ 30,879
Expenditure cover in months	**2.86**

GRANT APPLICATION FORM 2022-2023 (Maximum Grant £5,000)

Shinfield Parish Council offers a limited number of one-off grants each year to organisations, clubs and charities which provide a service to residents.

Grants can be applied for at any time during the year. The total fund available is budget limited and our website will indicate when funds have expired.

Applicants must meet the general grant criteria and conditions of grant.

You must complete the form in full and supply all the information requested. You may be asked for further clarification or evidence of need.

The outcome will be notified in writing and in certain circumstances the grant may only be awarded if specific conditions are met.

A successful award of a grant in one year does not guarantee a grant in subsequent years.

There is no appeal process if an application is turned down.

Payment of your grant is by Bank Transfer ONLY – please supply the relevant details in the declaration.

Please complete all sections of this form. You may expand the boxes if necessary.

Name of Organisation: Shinfield Cricket Club

Amount of Grant Applied for = £3368

For what purpose is the grant to be used?

Outfield preseason and post season work including seeding, fertilizer, Vert draining and etc

How many parish residents do you anticipate reaching and how will they benefit?
150+ (membership details attached)

Have you received any other grants or funding for this project.

If yes please provide details. No

About your Organisation :

Briefly describe the role of your organisation within Shinfield Parish
Shinfield Cricket Club is established in Year 1889 and providing cricket facilities and opportunities to local community since then.

Where are you based?
Recreation Centre, Milworth Lane, Shinfield RG2 9AG

Number of members in your organisation?
212
www.shinfieldcc.co.uk

You can provide a web link to the above information or provide a leaflet/brochure.

Contact for this application:

Title: Mr First name: Shashank Surname: GARG

Position held in organisation: Secretary

Contact address
[redacted]

Reading

Postcode: [redacted] Telephone Number: [redacted]

Email address:
[redacted]

DECLARATION

The following declaration must be completed by a senior contact on behalf of the applicant organisation.

I apply for grant aid on behalf of:

_______________Shinfield Cricket Club____

I confirm that:

- I am authorised to sign on behalf of the organisation named in this application
- I have noted the conditions under which grants are awarded by Shinfield Parish Council
- I confirm that if successful, I and the organisation which I represent, will comply with the grant conditions.

I undertake, on behalf of the organisation, any grant or such part as Shinfield Parish Council may determine, will be repaid if:

- The organisation is found to be in breach of the criteria and conditions applied to the grant
- The grant ceases to be used for the purpose(s) for which it was given.

Signed: …………………………………………………....   Date: …6/4/22……………………

Name (Block capitals): …………Shashank GARG…………………………………………………………….

Position in organisation: …… Secretary ……………………………………………………………….

Data Protection:
The information provided on this form will not be used for any purpose other than that pertaining to the process and consideration of your application. The personal data supplied on this form together with other information will be held securely by the Shinfield Parish Council. However, the Grant Recipient gives its consent for Shinfield Parish Council to publish the Grant Application and or agreement in any medium in its entirety (but with any information which is Confidential belonging to the Council, or the Grant Recipient redacted) You may have access to your personal information upon request.

The following information for the most recent year must be submitted with your application (please tick)

Annual Report & Constitution	
Balance Sheet/Bank Balances	
Income and Expenditure Account	

Bank	[redacted]
Name of Bank Account	[redacted]
Sort Code	[redacted]
Account Number	[redacted]

GENERAL GRANT CRITERIA

The Parish Council seeks to maintain a balanced provision of grants with the principles of best value being applied in considering all applications.

1. Grants to organisations or charities serving more people will take priority.

2. The purpose of the grant should bring direct benefit to residents in the parish.

3. The grant may be a contribution to the funds of a charitable body based outside the parish but for the furtherance of its work with the local community.

4. Grants will NOT be awarded retrospectively.

CONDITIONS OF GRANT

1. Organisations applying for a grant must comply with the general grant criteria. The applicant must complete all sections of the grant application form, including the declaration.

2. All organisations receiving grants will be required to acknowledge receipt of the grant and comply with any conditions specified.

3. All organisations receiving a grant should acknowledge Shinfield Parish Council's financial support in its publicity and promotional activities. Shinfield Parish Council reserves the right to publicise the grant award in its own promotional material (for example, the Parish Newsletter and Annual Report). Individual grants are listed on the parish website to comply with legislation.

4. The applicant must submit the organisation's constitution/terms of reference, the most recent accounts or financial statement, annual report and balance sheet.

5. Shinfield Parish Council reserves the right to monitor the way in which grants have been spent. You are required to complete a grant monitoring form which asks for information about how the grant has been spent (copies of relevant invoices and receipts may be required).

6. Shinfield Parish Council reserves the right to seek to recover the grant and/ or any moveable equipment bought with the grant money if the organisation ceases to exist, or if the grant is not used for the purpose(s) in the original application to Shinfield Parish Council, or if the conditions of the grant are not met.

Income Statement FY22	**£**
Total Income	***23,296***
Membership fees	22,323
Sponsorship Income	500
Match Fees	473
Total Expenses	***-26,850***
Team Kit expense	-5,450
Square Maintenance	-6,000
Ground rent	-2,000
Roller rent	-2,000
BCL Adult Expense	-1,725
Outfield Maintenance	-4,572
Junior's Training Expense	-1,280
Training	-930
Nets	-876
PayPal fees	-655
Training	-416
Accounting Fees	-300
Website	-214
Food/Drinks	-145
Midweek Fees	-140
Parish Council Fees	-63
ECB FEES	-50
Berkshire County Balls	-35
Net Income/ (Expense)	***-3,554***

Balance Sheet FY22	**£**
Bank (Lloyds)	9,478
Bank (Paypal)	5,529
VAT	-1,140
Provision	
Square Maintenance	-4,000
Outfield Maintenance	-3,000
Ground rent	-2,000
Roller rent	-2,500
Net Assets	***2,366***
Retained Earnings	-6,420
Net expense for FY 22	3,554
Equity	***-2,866***

Recreation and Amenities Committee
28th April 2022
Updates from Clerk

Actions from Previous Meetings

62.2.3 Clerk to provide monthly report detailing significant maintenance tasks

This project is in hand. A mechanism for capturing the required data without creating additional admin for the Ground Maintenance Officer has been identified.

7.2 Clerk to write to WBC regarding Orchard Rise Allotment

Verbal update to be provided at the meeting

Updates regarding Items on the Agenda

4.1 Spencers Wood Recreation Ground new MUGA and outdoor gym equipment

Outdoor gym equipment & MUGA – Meetings to establish timetable for works to be arranged
MUGA - Planning application to be submitted in conjunction with BDS project manager

4.2 Millworth Lane

Purchase Order raised for repairs to guttering and downpipes.
Complete rewiring of the pavilion (including new fuse board, lighting, power sockets and new heaters) is scheduled start on Tuesday 3rd May for 4 days work. At the same time an external defibrillator will be fitted.

5.4 Replacement bollards for School Green

A quote has been received to replace the existing wooden bollards (which vary in height above ground from 500mm to 700mm with recycled plastic bollards of a type used elsewhere in the parish.

The existing wooden bollards are in poor condition and two have collapsed this week leaving possible vehicle entry point (these are being closed with reserve bollards as an interim measure)

The quote is £22,926.96 + VAT for 120 brown bollards with a reflective strip that would sit 900mm above ground.

Councillors asked at the previous meeting if a quote could be obtained for bollards that were only 500mm above ground. This has not yet been obtained.

Available guidance would suggest that the minimum height should be 900mm (and an ideal gap between bollards of 1.2m). This is likely to reduce the attrition (and ongoing cost of replacement to SPC) particularly around the area of the car park and vehicles using the road to access the Infant School

6.1 First Days Childrens Charity

This application was considered at the March Committee meeting and Councillors requested further information before making a decision on the application. The following was received from the charity on 22nd April

"Over the last year we have supported in excess of 150 children from the Shinfield area and with the current economic climate we are expecting this figure to increase. Children have been reached through our standard referral stream in addition to a number of ad hoc events via our Mobile Support Hub which included summer uniform and winter coats.

To reach more children, we will extend our Outreach Programme to include Shinfield alongside our partners and this will also include our Digital Inclusion work whereby we support families with laptops and equipment for school work, a vital part of education. Unfortunately, for children whose parents are struggling to make ends meet they are an unaffordable essential."

7.1 Planters at School Green Centre

SPC has acquired

Qty 19 Planters (5 in courtyard and 14 on piazza area)
The annual ongoing cost would be £84 per week or £4,368 + VAT per annum paid 6 monthly and currently paid to the end of May 22

Qty 5 Tower planters (3 on School Green and 2 on Piazza area)
The annual ongoing cost would be £51.44 per week or £2,675 + VAT and again this is paid up to the end of May 22

There was no specific budgetary provision for these costs but I am advised that there is a budget for general flowers in open spaces of £5,000 with no specific plans and this could be utilized for the costs.

I would advise renewing the planting arrangements for a further six months from 1st June (planters £2,184 + VAT and towers £1,337.50 + VAT for a total of £3,521.50 + VAT) which will allow more time for options for a longer term plan to be developed.

7.2 Replacement Bus Shelter

A quote has been received for the replacement bus shelter (in the region of £8,000 + VAT including installation) which along with the formal traffic accident report has been submitted to our insurers and we are awaiting a response.

7.3 Room Lettings Report

I have been working with the Deputy Clerk and Finance Manager to develop a new style report for lettings at both locations including previous year data. The intention is to be able to interrogate the bookings data as required but this is still currently a work in progress.

7.4 Newsletter and Communications

I would like to take some more time to draft and discuss with Councillors an overall strategy for communicating with residents with a revived newsletter being at the forefront of this. I hope to be able to bring this to committee as soon as possible.

7.5 Allotment Occupancy

The current occupancy rates for the allotments are as follows (as at 21 April 2022). There are currently 7 allotments not occupied but each of these is in the process of transitioning to a new allotment holder (these wllbe included in the total on the waiting list which includes 7 who have not stated a preferred site).

Location	Managed	Occupied	Occupancy Rate (%)	On Waiting List
Arborfield Rd	5	5	100.0	1
Church Ln	21	20	95.2	5
Clares Green Rd	54	54	100.0	11
Deardon	34	33	97.1	29
Hartley Court Rd	8	8	100.0	1
Millworth Ln	64	63	98.4	9
Pound Green	5	5	100.0	0
Recreation Ln	62	58	93.6	2
No preference				7
	253	246	97.2	65
Orchard Rise (Not yet taken on by SPC)	24			27