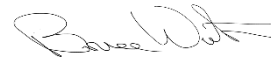


To all members of the Finance and General Purposes Committee

Notice is hereby given and you are summoned to attend a meeting of the Finance and General Purposes Committee on Wednesday 21st February 2024 at School Green Centre, commencing 19.30hrs.



Bruce Winton, Clerk
16th February 2024

Members: I Clarke, A Grimes, L James (Ch), I Montgomery, D Peer, R Tatla

Agenda

1. Public Questions

- 1.1 To **RECEIVE** and **CONSIDER** public questions

2. Apologies and declarations of members' interests

- 2.1 To **RECEIVE** and **CONSIDER** approval of apologies for absence
2.2 To **RECEIVE** members' declarations of interest

3. Minutes of the meeting on 13th December 2023

- 3.1 To **APPROVE** the minutes of the Finance and General Purposes Committee meeting
On 13th December 2023 as a correct record of the meeting*
3.2 To **CONSIDER** matters arising from the meeting on 13th December 2023

4. Risk Register

- 4.1 To **RECEIVE** and **CONSIDER** a verbal update from the Clerk on the Shinfield Parish
Council Risk Register

5. Financial reports

- 5.1 To **RECEIVE** and **NOTE** a report on bank reconciliations at 31st January 2024*
5.2 To **RECEIVE** and **CONSIDER** the Booking reports as at 31st January 2024**
5.3 To **RECEIVE** and **CONSIDER** the actual vs budget vs forecast expenditure as of 31st
January 2024**

6. Financial Reserves and CIL

- 6.1 To **RECEIVE** and **NOTE** an update on CIL**
6.2 To **RECEIVE** and **NOTE** an update on Reserves **

7. Budgets

- 7.1 To **REVIEW** process for setting 2024/25 budget and **CONSIDER** any changes required for the next budget cycle

8. Initial Audit Review for 2023/24

- 8.1 To **RECEIVE** and **CONSIDER** a verbal update following the initial audit review for 2023/24

9. Land Issues

- 9.1 To **RECEIVE** and **CONSIDER** a verbal update on Land Registrations including list of properties
- 9.2 To **RECEIVE** and **CONSIDER** draft heads of terms for a lease of Ryeish playing fields*
- 9.3 To **RECEIVE** and **CONSIDER** a verbal update from the Clerk regarding provision of community space in the north of the parish
- 9.4 To **RECEIVE** and **CONSIDER** a verbal update from the Clerk regarding the sale of Ryeish Green Pavilion
- 9.5 To **RECEIVE** and **CONSIDER** a verbal update from the Clerk regarding the Parish Hall Lease

10. Screening Facility in School Green Centre

- 10.1 To **RECEIVE** and **CONSIDER** an updated proposal from Shinfield Studios for a Community Screening Room to be situated in School Green Centre*

11. Provision of Public Art

- 11.1 To **RECEIVE** and **CONSIDER** a recommendation from the Arts, Culture & Events Committee for the financial support for the provision of public art in the plaza planned to the north of the School Green Centre

12. Annual Grants Award Scheme

- 12.1 To **RECEIVE** and **CONSIDER** a proposal for the application of the Annual Grant Scheme for 2024*

13. Redecoration of the Grazeley Room at the School Green Centre

- 13.1 To **RECEIVE** and **CONSIDER** a proposal for the redecoration of the Grazeley Room at the School Green Centre*

14. Investment Policy

- 14.1 To **RECEIVE** and **NOTE** a verbal update on movement of funds

15. Catering at the School Green Centre

- 15.1 To **RECEIVE** and **CONSIDER** a verbal update from Cllr Peer on tender submissions for the café operation at School Green Centre

16. Dates of future Meetings

- 16.1 To **NOTE** the date of the next meeting which is 17th April 2024

* Paper attached

** Paper to follow

Minutes of a meeting of
Finance & General Purposes Committee
Held on Wednesday 13th December 2023
At School Green Centre commencing at 19.30

Present: I Clarke, A Grimes, L James (Chair), I Montgomery, D Peer, R Tatla

Attending: B Winton (Clerk), J Mason (Finance Manager)

23/FGP/57

Public Questions

57.1 There were no public questions.

23/FGP/58

Apologies and declarations of Members' Interest

58.1 There were no apologies for this meeting.

58.2 There were no declarations of members' interests.

23/FGP/59

Minutes of the Previous Meeting

59.1 The minutes of the committee meeting of 20th September 2023 were approved as a correct record and signed by Cllr. James.

Proposed: Cllr Montgomery

Seconded: Cllr Peer

Approved: Unanimously

23/FGP/60

Actions and Matters Arising

23/FGP/8.2 Clerk to check position on Parish Hall Lease

This is on the agenda

23/FGP/18.4 Clerk and Facilities Manager to develop a long-term maintenance plan

The Clerk advised that major ongoing repairs and redecorations (planned preventative maintenance) had been included in the 5-year budget to be discussed later in the meeting. The Clerk proposed that a condition survey was commissioned to consider the long-term planning for major items such as lifts and roofs. This would ensure that the Sinking Fund was adequately providing for future needs.

ACTION - Clerk and Facilities Manager to commission a condition survey

23/FGP/45.2 Clerk to arrange the display of the Notice of Conclusion of Audit

This had been completed.

23/FGP/49.2 Clerk to communicate the Draft Heads of Terms for a lease of Ryeish playing fields to Craig Hoggeth

This was on the agenda at item 8.2

23/FGP/49.3 Clerk to add Whiteknights School to agenda for Full Council

This had been added to the agenda for Full Council on 25th October 2023 and was on the agenda for this meeting at Item 8.3

23/FGP/50.1 Clerk to add the revenue grant recommendations to the Full Council agenda

These had been added to the agenda for the Full Council meeting on 27th September and had been approved unanimously

23/FGP/50.2 Clerk to convene a meeting of the Working Party to consider capital grant applications

This had been done and the matter of capital grants resolved at Full Council on 22nd November 2023

23/FGP/50.3 Clerk to offer the school prize scheme to all schools in the parish

The Clerk advised that he would write to the schools in the parish in the new term to advise them that this scheme was being offered to them.

ACTION - Clerk to write to all the schools

23/FGP/51.1 Clerk to include the financial assumptions into the budget process

This had been done and the budgets were Item 7 on the agenda.

23/FGP/51.2 Clerk to continue to prepare the 5-year financial plan

This was also covered under Item 7

23/FGP/52.1 Clerk to arrange the replacement of the bus shelter

The new bus shelter on Hollow Lane had been installed on 27th November

23/FGP/53.1 Clerk to arrange for the investment of funds in the CCLA Public Sector Deposit Fund

This was on the agenda

23/FGP/61 Risk Register

61.1 Risk Register

The Clerk advised that he had reviewed the Risk Register and had no recommended changes to any of the risk items for consideration at this meeting.

23/FGP/62 Financial Reports

62.1 Bank Reconciliations

Cllr. James confirmed that he had reviewed the bank reconciliations to the end of November 2023 on 5th December and that all was in order. A copy of the reconciliation was included in the papers for the meeting. It was noted that NS&I only provide a statement where there had been transactions and there had been no recent movements on that account. Members **NOTED** the report.

ACTION – Finance Manager to request a statement for the NS&I account for the next bank reconciliation.

62.2 Update on Bookings

The Clerk advised that he had produced a booking report to the end of November 2023 including advanced bookings already in the system and his projected future bookings.

The Clerk advised that the School Green Centre continued to run slightly ahead of budget (projected for the year was £121.6k up £1.6k/1.33% compared to a budget of £120k). Of this £112.5k (92.52% of the total projected income) was already booked.

Spencers Wood Pavilion bookings for November were very good with three weekend bookings accounting for over £1.0k. This has resulted in the pavilion looking to be £0.9k/1.88% up on budget.

Members **NOTED** the report.

23/FGP/63

Financial Reserves & CIL

- 63.1 The balance of unexpended CIL was currently £1,411.0k with £1,210k earmarked for specific projects (£860k for Millworth Lane, £250k for Traffic Improvements and £100k for School Green – although it was not expected that the full sums would be required for the traffic and School green elements). To this balance of £201k there was approximately £549.9k anticipated in respect of future receipts. If these materialise this would result in a balance of £750.9k for new schemes with no projects currently earmarked. It was anticipated that there would be some capital expenditure around High Copse (for example providing additional PV panels to reduce utility costs)

Members **NOTED** the report.

- 63.2 The balance of reserves as at 30th November 2023 comprised CIL of £1,439.5k and other reserves of £224.4k giving a total of £1,663.9k

Members **NOTED** the report.

23/FGP/64

Budgets

- 64.1 **Forecast of Outturn for 2023/24**

The Clerk and Finance Manager provided an update on the forecast of outturn for 2023/24. The current projection for 2023/24 was a surplus of £73.1k. The main factors were Manor Ground income (£24.0k), additional interest from higher rates (£15.5k) and lower than anticipated electricity costs (£37.9k).

Members **NOTED** the Forecast of Outturn

- 64.2 **Budgets for 2024/25**

The Clerk set out the assumptions that had been made for income and expenditure within the budget process and advised the anticipated increase in Band D equivalent properties to be used in the calculation of the precept. The planning assumption had been to ensure that the precept increase did not exceed 5.0%. The budget presented was based on an increase of 4.5%

Members agreed to recommend the proposed budget to Full Council at the meeting in January 2024.

Proposed: Cllr Tatla
Seconded: Cllr Clarke
Approved: Unanimously

ACTION – Clerk to add Budgets to the agenda for the January Full Council meeting

64.3 **Precept**

The Clerk advised that Wokingham Borough Council had informed him that the Band D equivalent properties would rise from 7,613.2 to 7,802.8 an increase of 189.6 (2.49%).

The recommended Precept increase would be £3.54 (4.5%) rising from £78.75 to £82.29.

It was estimated that there were approximately 400-500 further Band D equivalents properties to be delivered.

Members agreed to recommend the proposed precept to Full Council at the meeting in January 2024

Proposed: Cllr Tatla
Seconded: Cllr Clarke
Approved: Unanimously

64.4 **Projections for Future Years**

The Clerk advised that as instructed he had created a five-year plan including projections up to 2027/28. These projections for future years did not make any assumptions for inflation but did take into account anticipated volume changes.

The projections recognised

- a deficit in 2025/26 of £53.4k
- a smaller deficit in 2026/27 of 16.1k
- before returning to surplus in 2027/28 with £14.3k

The Clerk advised that these figures reflected the lag between expenditure being incurred for Millworth Lane and subsequently High Copse sooner than the income was generated. Significantly however there was a ramping up of contributions to the sinking fund from £30k to eventually £75k p.a.

Members **NOTED** the projections and agreed to recommend that the forecast surplus from 2023/24 was held in reserve against the anticipated shortfall in subsequent years.

64.5 **Elections Reserve**

The Clerk advised that within the reserves figure discussed earlier in the meeting there was a provision of £8,000 to cover the costs of one contested ward election based on advised costs from Wokingham Borough Council. As the council was at full capacity for the first time it was now more likely that there may be a contested election. The Clerk noted that this would be affected by how many members would wish to stand again at the next election. It was agreed to increase this reserve to £16,000 over the next 3 years to provide for the possibility of contested elections in two wards.

23/FGP/65

Land Issues

65.1 **Land Registrations**

Members noted the updates with the Land Registry for Pound Green (BK525694) and Arborfield Road (BK525693) allotment sites. Cllr Clarke noted that this was a project that had been underway for three years and was now moving towards completion. He advised that when completed we should formally arrange for the deeds to be transferred into our possession.

65.2 **Draft Heads of Terms for a lease of Ryeish playing fields**

The Clerk had written to Craig Hoggeth at WBC setting out the proposed terms of the renewal of the lease on Deardon Field and based on the terms of the original lease. These would be mirrored in the lease of the Ryeish Green playing fields to Wokingham Borough Council. Both leases would run for 7 years, have the same expiry date and be for a peppercorn rent.

The Clerk was awaiting a formal response from Mr Hoggeth

ACTION – Clerk to follow up with Craig Hoggeth

65.3 **Provision of Community Space in the North of the Parish**

The Clerk advised that he was still reviewing options for the provision of community space in the north of the parish. Cllr James noted that we were still waiting an input from Whiteknights School regarding to their intended approach for a new building at the school which the council may wish to be involved with.

It was noted that the European Centre for Medium Range Weather Forecasting would be closing, and the site put up for development. The Clerk was asked to investigate with Wokingham Borough Council whether there was any possibility of having a community building included in any redevelopment.

ACTION – Clerk to investigate options for a community building on the ECMWF site with WBC

There was a discussion about the possibility of providing a community space in the form of a bus that could travel to Shinfield North (and other parts of the parish). The Clerk was asked to investigate the feasibility of this option.

ACTION – Clerk to investigate feasibility of a mobile community space

65.4 **Future of Ryeish Green Pavilion**

Members considered the costs of refurbishing the pavilion that had been provided by our Chartered Building Surveyor. These were in the region of £440k.

Cllr Clarke expressed concerns regarding vehicle access to the playing fields for maintenance and emergency vehicles. The Clerk advised that it was always the intention to protect this access. Cllr Grimes also suggested that other access points to the playing fields could be found.

Cllr Clarke also wished to ensure that there was a “home” for the football teams within the parish. The Clerk suggest that Millworth Lane pavilion or the High Copse pavilion could function in the role of “clubhouse”.

All agreed that there was insufficient access to playing fields, but this would not be affected by any sale of the pavilion. The future of the container currently used by Spencers Wood Football Club would need to be considered.

With regards to the refurbishment the Clerk advised that to recover the costs involved would take at least 17 years on an assumed rental of £25k per annum. This was before considering the effect of inflation. There was also a very high risk of the building being left without a tenant during that period.

The option of renting the pavilion out on a rent-free basis with the tenant paying for the refurbishment of the building was considered. However it was felt that to be attractive to any possible tenant there would need to be an extremely rent-free period (20 years) and the

offer of security of tenure. The outcome of such an arrangement would be the same as a disposal of the building.

It was proposed therefore that as

- There was no suitable alternative council use of the building and
- The costs and risks of refurbishment were uneconomic

The building should be put up for disposal as had originally been proposed.

Members agreed to recommend to Full Council that the building be sold.

Proposed: Cllr Grimes
Seconded: Cllr Tatla
Approved: Unanimously

ACTION – Clerk to add to the agenda for the December Full Council meeting

65.5 **Parish Hall Lease**

The Clerk had circulated to members a response from Katherine Lamprell which advised on the process for extinguishing the lease. Members agreed that the Clerk should proceed with that process.

ACTION – Clerk to proceed with the formal extinguishing of the lease on the parish hall

65.6 **Land to the North of School Green Centre**

It was noted that the land to the north of the School Green Centre would be redeveloped at some point in 2024 and that there was an approved scheme for the work. This included the provision of public art which was being considered under the auspices of the Arts, Culture and Events committee.

23/FGP/66

Screening Facility in School Green Centre

66.1 Cllr Grimes advised that a letter of support for the proposed facility had been provided on the basis of the approval at Full Council in October. A further letter of reassurance had been requested from the studios.

Members felt unable to give any further reassurance as this was a matter for Full Council at their meeting on 20th December and the Clerk would write accordingly.

Cllr Grimes, the Clerk and Facilities Manager had been part of an online meeting on Tuesday evening to go through the detailed specifications for the screening facility. The equipment would be to a very high standard and all costs would be met by the studios.

The main items to note were that the floor would need to be lifted in Pound Green Room to provide for the tracks for the retractable seating and suitable alternative storage would need to be provided. The studios would appoint specialists to explore potential solutions involving AOC and SPC.

ACTION – Clerk to add to agenda for December Full Council

23/FGP/67

Investment Policy

- 67.1 Members AGREED the proposals to
- Transfer £103,000 to CCLA Public Sector Deposit Fund. It was not anticipated to require these funds within the next 5 years
 - Move the balance of monies held in the Lloyds Current Account but not required to fund ongoing revenue expenditure to short-term fixed deposit (still with Lloyds Bank)

ACTION – Finance Manager to arrange for the moving of the funds as agreed

23/FGP/68

Financial Regulations

- 68.1 The Clerk advised that the review of Financial Regulations was progressing slowly and would report as soon as this had been completed.

23/FGP/69

Date of Next Meeting

- 69.1 Next meeting was scheduled for 21st February 2024.

The meeting ended at 21.30

List of Actions

23/FGP/60	Clerk and Facilities Manager to commission a condition survey to establish long-term sinking fund requirements	Clerk Facilities Manager
23/FGP/60	Clerk to write to schools within the parish to offer funding for the school prize scheme	Clerk
23/FGP/62.1	Finance Manager to request a statement for the NS&I account for the next bank reconciliation	Finance Manager
23/FGP/64.2	Clerk to add Budgets to the agenda for the January Full Council meeting	Clerk
23/FGP/65.2	Clerk to follow upon discussions regarding lease for Ryeish Playing Field with Craig Hoggeth	Clerk
23/FGP/65.3	Clerk to investigate options for a community building on the ECMWF site with WBC	Clerk
23/FGP/65.3	Clerk to investigate the feasibility of a mobile community space	Clerk
23/FGP/65.4	Clerk to add the future of Ryeish Green pavilion to the agenda for the December Full Council meeting	Clerk
23/FGP/65.5	Clerk to proceed with the formal extinguishing of the lease on the parish hall	Clerk
23/FGP/66.1	Clerk to add the proposal for a Screening Facility at School Green Centre to the agenda for the December Full Council meeting	Clerk
23/FGP/67.1	Finance Manager to arrange the movement of funds to CCLA and Lloyds Short-term deposit accounts	Finance Manager

Account	Statement Date	Balance Statement	Payments Pending/Cqs Clearing	To be Banked	Reconciled Balance	Financial System Omega	Signed Off
		£	£	£	£	£	
Lloyds Bank Current	31/01/2024	389,619			389,619	389,619	
Lloyds Instant Access Account	31/01/2024	500,082			500,082	500,082	
NS&I	30/01/2024	1,000,000			1,000,000	1,000,000	
Petty Cash/Cash In Hand	31/01/2024	40			40	40	
Barclaycard Commercial	31/01/2024	-2,036			-2,036	-2,036	
Trade UK	31/01/2024	-199			-199	-199	
	Total "Cash"	1,887,507	0	0	1,887,507	1,887,507	

Signed L James (Chairman F & GP)

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Dated

Reconciliation to Reserves	
Debtors	22,872
VAT Claim	874
Accruals	8,851
Creditors	-20,777.00
Damage Deposits	-2,800.00
Allotment Key Deposits	-465.00
WBC - Sale of Bags	-650.00
Net Current Assets	1,895,412
Balance on Reserves	1,895,412

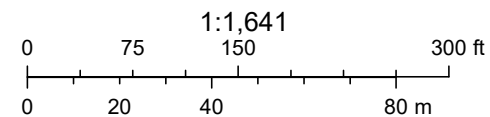
at: Deardon Way, Shinfield

Date: 1 February 2024

Landlord	Wokingham Borough Council
Tenant	Shinfield Parish Council
Demised Property	Open Space off Deardon Way, Shinfield, RG2 9HF as shown edged red on the plan.
Term	7 years from completion of the lease.
Break Clause	Either party may terminate the lease by giving at least 12 months' notice to expire on the anniversary of the commencement date.
Rent	Peppercorn
Outgoings	The Tenant shall be responsible for the payment of all rates, taxes and outgoings in respect of the premises.
Permitted Use	The premises shall be used only as public open space.
Alienation	The Tenant will not be permitted to assign, underlet, charge or part with possession or occupation of the whole or any part of the premises.
Alterations	The Tenant shall not alter the premises without the prior consent of the Landlord. The Tenant shall not erect any building on the premises or any part thereof. Any play equipment to be approved by the landlord.
Repairing Obligations	The Tenant shall keep the whole of the premises including all boundaries in good and substantial repair & condition.
Planning Acts	The Tenant to comply with the provisions and requirements of the Planning Acts.
Landlord & Tenant Act 1954	The lease will be excluded from the security of tenure provisions of the Landlord & Tenant Act 1954.
Compliance with Legislation	The Tenant to be responsible for ensuring compliance with all legislation relating to the Premises or the activities carried out under the Permitted Use.
Insurance	The tenant shall take out appropriate insurances.
Indemnities	The Tenant shall fully indemnify the Landlord against all damages, losses, proceedings, claims, demands & liabilities arising out of any act omission or negligence of the Tenant or any person at the Premises with the Tenant's authority or for any breach by the Tenant of the covenants of the Lease.
Other Terms	Other terms as considered reasonable by WBC's solicitors in a lease of this nature.
Landlord's Costs	Each side to pay their own legal costs in connection with the granting of the lease. As part of the letting process WBC is required to advertise in the local paper that we are intending to dispose of the property under section 123 of the LGA 1972 and have regard to any comments. The tenant to pay the advertising costs.

Note: This document is not a tenancy agreement nor a lease or licence to enter

A detailed map of the Shinfield area in Reading, showing residential streets and allotments. A red line outlines a specific plot of land, likely the subject of the planning application. The map includes labels for 'Deardon Way', 'Holder Close', 'Allen Way', 'Maddock Close', 'Bolton Drive', 'Scobell Close', 'Deardon Allotments', and 'Shinfield'. The map shows a network of streets with various residential plots and green spaces. The red outline is located in the upper left quadrant, adjacent to a green area labeled 'Deardon Allotments'. The street 'Deardon Way' runs diagonally across the map, with 'Holder Close' and 'Allen Way' branching off it. 'Maddock Close' and 'Bolton Drive' are also visible in the lower right. The overall layout shows a mix of residential development and open space.



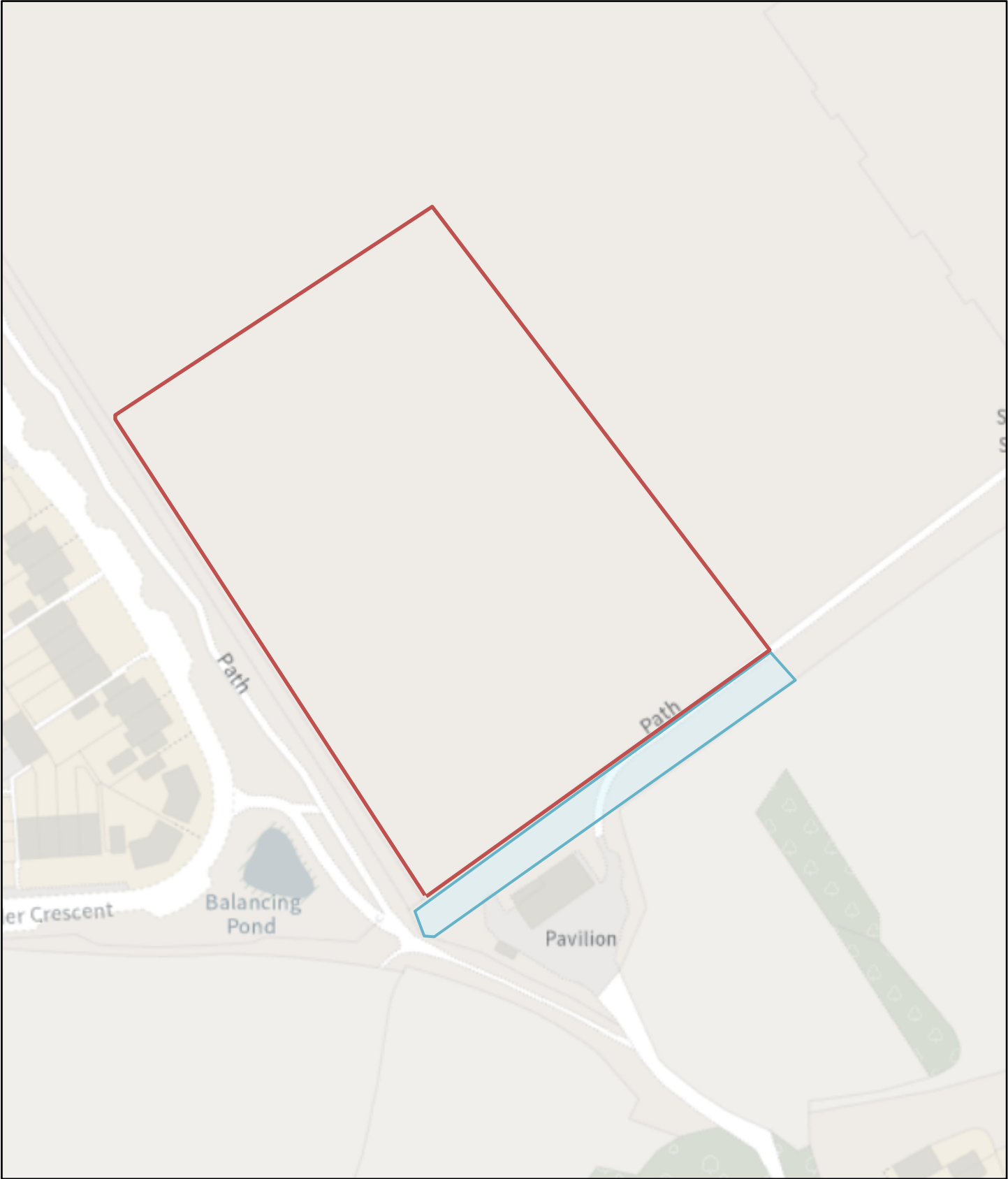
at: Ryeish Green Sports Field

Date: 1 February 2024

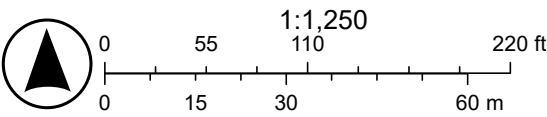
Landlord	Shinfield Parish Council
Tenant	Wokingham Borough Council
Demised Property	Playing field at Ryeish Green Leisure Centre, Hyde End Lane, RG7 1EP as shown edged red on the plan and a right of way over the land shaded blue.
Term	7 years from completion of the lease.
Break Clause	Either party may terminate the lease by giving at least 12 months' notice to expire on the anniversary of the commencement date.
Rent	Peppercorn
Outgoings	The Tenant shall be responsible for the payment of all rates, taxes and outgoing in respect of the premises.
Permitted Use	The premises shall be used only as a sports field.
Alienation	The Tenant will not be permitted to assign, underlet, charge or part with possession or occupation of the whole or any part of the premises. However, this provision does not prevent the tenant from hiring out the pitches on a short term basis and permitting use by Oakbank School, the Leisure Centre or by Spencer's Wood Youth Football Club or similar.
Alterations	The Tenant shall not alter the premises without the prior consent of the Landlord. The Tenant shall not erect any building on the premises or any part thereof.
Repairing Obligations	The Tenant shall keep the whole of the premises including all boundaries in good and substantial repair & condition.
Planning Acts	The Tenant to comply with the provisions and requirements of the Planning Acts.
Landlord & Tenant Act 1954	The lease will be excluded from the security of tenure provisions of the Landlord & Tenant Act 1954.
Compliance with Legislation	The Tenant to be responsible for ensuring compliance with all legislation relating to the Premises or the activities carried out under the Permitted Use.
Insurance	The tenant shall take out appropriate insurances.
Indemnities	The Tenant shall fully indemnify the Landlord against all damages, losses, proceedings, claims, demands & liabilities arising out of any act omission or negligence of the Tenant or any person at the Premises with the Tenant's authority or for any breach by the Tenant of the covenants of the Lease.
Landlord's Costs	Each side to pay their own legal costs in connection with the granting of the lease.

Note: This document is not a tenancy agreement nor a lease or licence to enter

Land at Ryeish Green



01/02/2024, 09:53:46



Provision of Screening Facility at School Green Centre

Introduction

The previous proposal to fit the cinema equipment within the storage cupboards in Pound Green has proven unworkable due to the trussing contain within the wall between the two cupboards which would require a significant amount of work to the building plus would require suitable alternative storage.

Other potential options have been considered and discussed including a site visit on 29th January and a follow-on visit with Stephen Law (Project Manager from Bidwells working on behalf of Shinfield Studios), Cllr Grimes, Clerk and Facilities Manager on 13th February. This has arrived at the option set out below.

Recommended Solution

The recommended approach is now to site the facility within the Ryeish Green Room (rather than Pound Green room as originally considered). The seating would be against the wall adjoining the reception area and the screen wall mounted in front of the doors connecting to the Pound Green Room.

This is set out in Item 10.1a.

Seating

The seating would comprise of retractable seating for approx. 60 seats with the other 20 being free standing chairs of a matching design. This allows the original planning constraint to be met. The smaller retractable area is required to ensure acceptable sightlines and distance from the screen (Ryeish is a smaller room). The depth of the seating when retracted would be 1.25m and a width of 6.34m. It would need to be positioned to avoid impacting on the access door and would require some work on the ventilation door in the corner of the room.

A smaller seating area will reduce concerns over floor loading.

This is set out in Item 10.1b.

Other considerations

- Location of data rack to be confirmed – an option exists for using the existing data cabinet within the plant room
- Modifications to existing 'vent' door to be confirmed
- Window blind to be motorized – Ryeish Green is a smaller space to achieve a blackout solution for
- Proposal for fire door to be presented – the existing fire door is clear glass so a suitable approach will be required

- Confirmation required that the acoustic material in the hall can, or cannot be decorated – the current working theory is this is not possible due to implications on surface finishes/sealing of the acoustic properties.
- Loose seating options need to be consistent with the design proposals for the retractable seating

Impact on School Green Centre Operations

As has been the SPC position throughout, there should be no adverse impact on existing use of the building.

While there is a loss of floor space in this room the Clerk and Deputy Clerk feel that this is manageable. Due to the nature of existing bookings it is actually more acceptable than an equivalent loss of floor space in the Pound Green room.

The benefits of this proposed location are that the seating can be designed for the handrails to stay in place when the seating is retracted which is a significant operational enhancement that would not have been possible under the original plan.

While there would be no opportunity to provide additional storage this proposal does at least maintain all existing storage spaces. Provided the free-standing chairs required are stackable they can be stored in existing storage spaces.

Reception Area

A further discussion would be required to ensure that the reception area was more effectively integrated into the look and feel of the “cinema”.

Window for Work to be Carried Out

The school holiday period (late July to end of August) has been identified as a potential window for this work. This meets the lead time for equipment ordering.

This is a normally quiet time for us and the limited number of bookings currently in the diary for this period have been relocated elsewhere in the building. The room has been provisionally set aside for the 6-week period to ensure that the work can be achieved if approved.

Draft Agreement between Shinfield Studios and Shinfield Parish Council

A draft agreement has been prepared on behalf of Shinfield Studios for the agreement between them and the council.

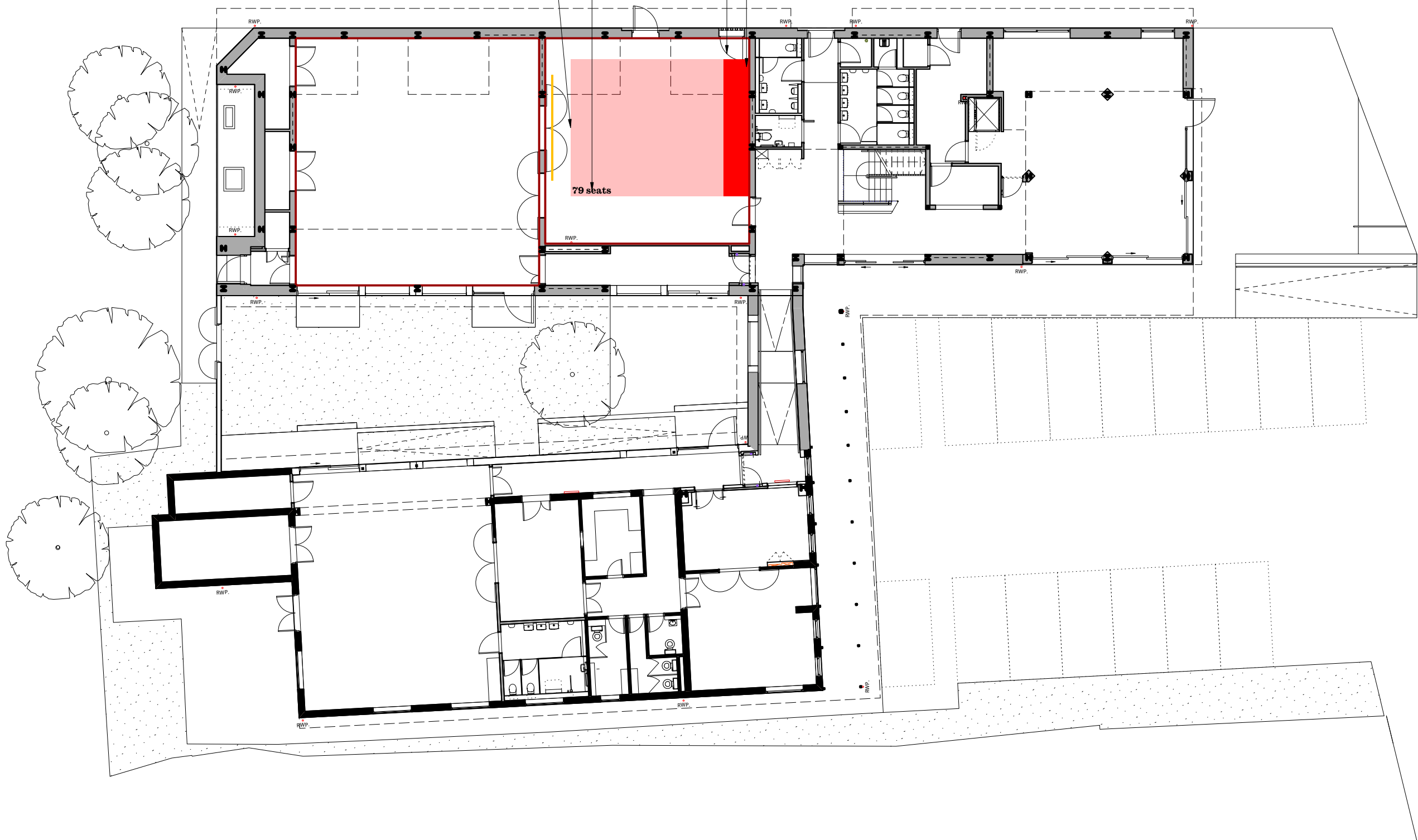
This is attached at Item 10.1c.

Cannot accomodate sufficient space for 11 rows

Modifications for the ventilation door required

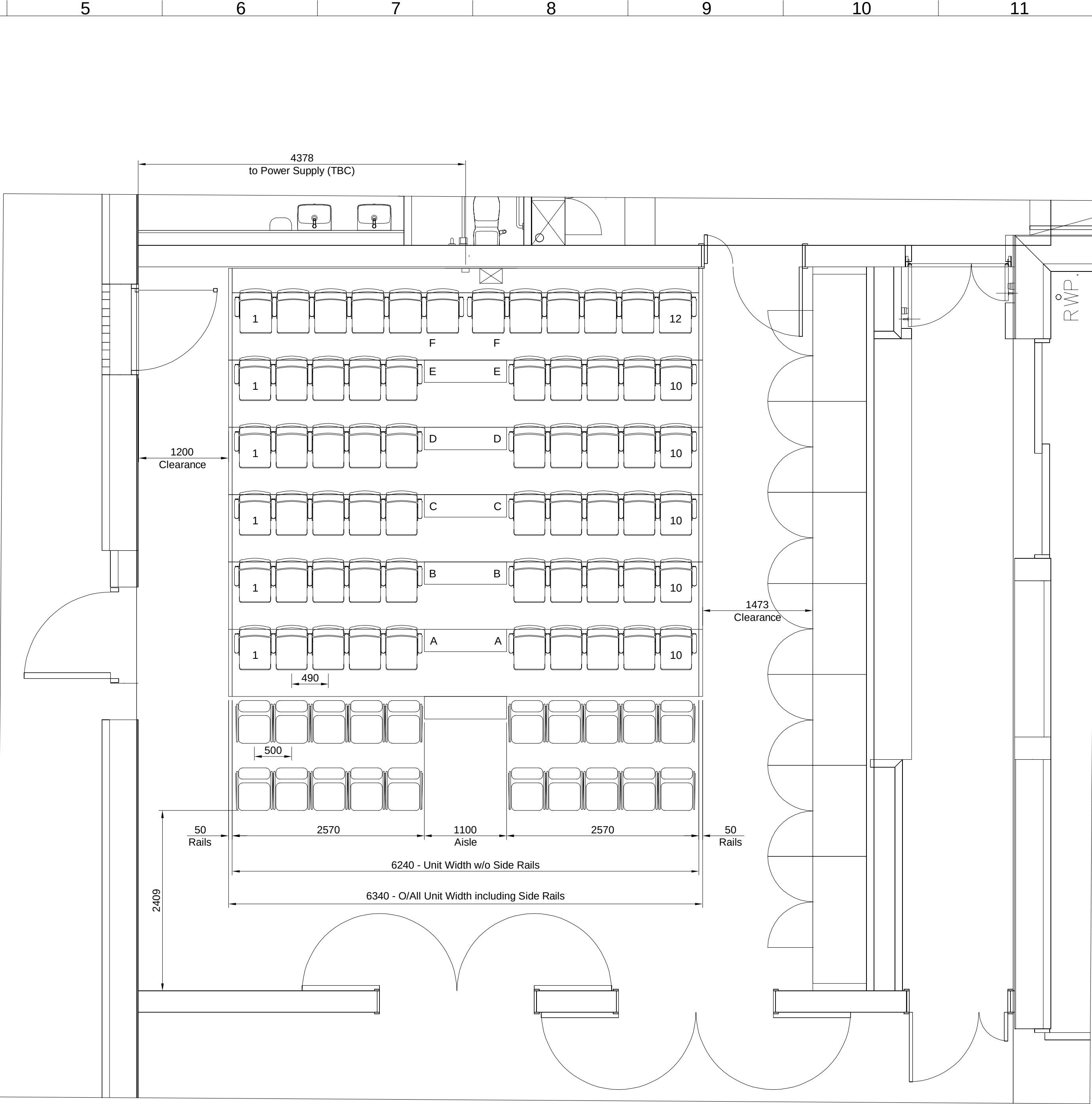
Front row is located too close to the screen, uncomfortable viewing angle

Limited head height



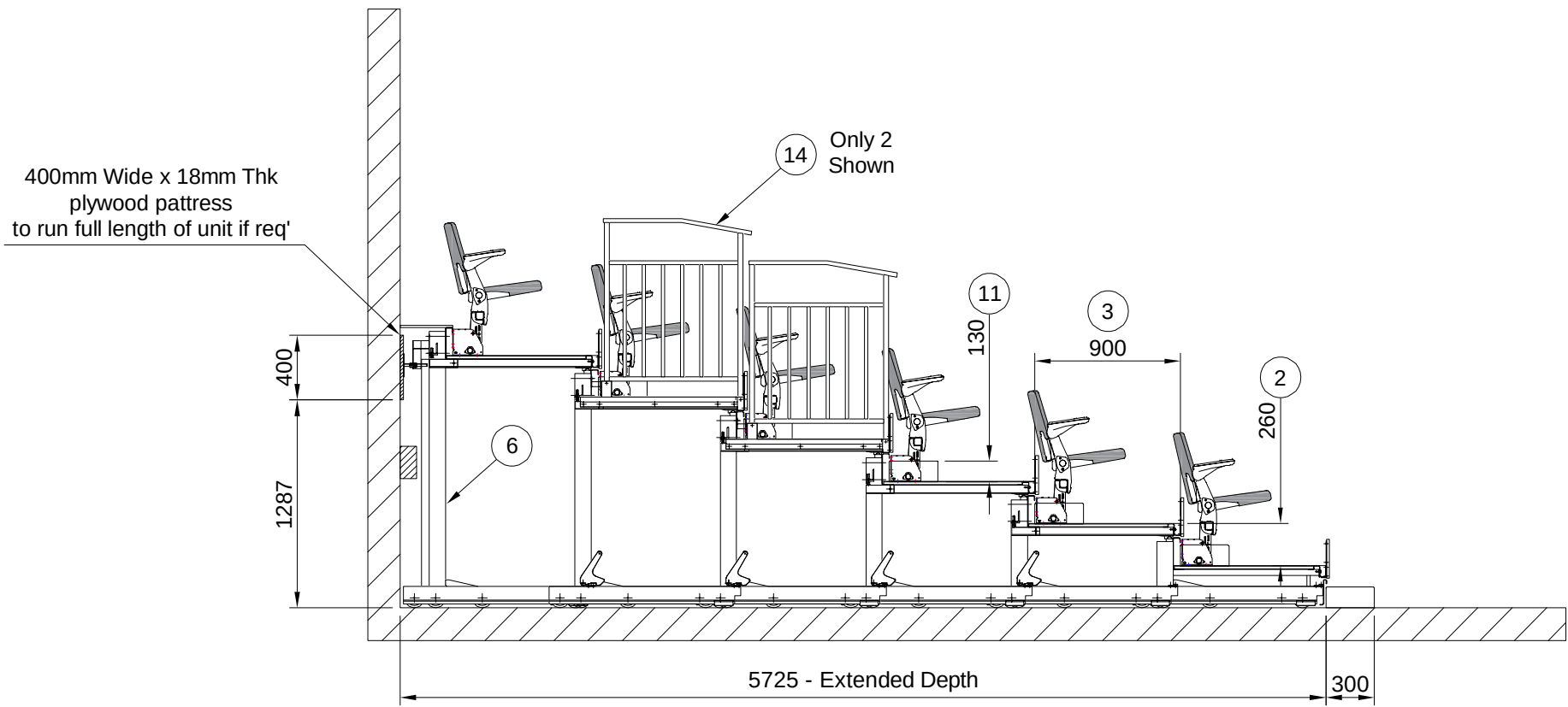
RevNo	1	2	3	4	5
		Revision Note	Date	Signature	Checked
B	Unit updated to fixed type. Fascias & HDS chairs added. Rows reduced to 6.		12/02/2024	GM	---

A	Relevant Standards & Codes - BS EN 1990:2002+A1:2005 - Eurocode 0: Basis of structural design - BS EN 1991-1-1:2002 - Eurocode 1: Actions on structures: General actions - Densities, self-weight, imposed loads for buildings - BS EN 1991-1-2:2002 - Eurocode 1: Actions on structures: General actions - Actions on structures exposed to fire - BS EN 1993-1-1:2005+A1:2014 - Eurocode 3: Design of steel structures: General rules and rules for buildings - BS EN 1993-1-2:2005 - Eurocode 3: Design of steel structures: General rules: Structural fire design - BS EN 1993-1-3:2006 - Eurocode 3: Design of steel structures: General rules: Supplementary rules for cold-formed members and sheeting - BS EN 1993-1-8:2005 - Eurocode 3: Design of steel structures: Design of joints - BS EN 1993-1-9:2005 - Eurocode 3: Design of steel structures: Fatigue - BS EN 1993-1-10:2005 - Eurocode 3: Design of steel structures: Material toughness and through-thickness properties - BS EN 1993-1-11:2006 - Eurocode 3: Design of steel structures: Design of structures with tension components - BS EN 1993-1-12:2007 - Eurocode 3: Design of steel structures: General - High strength steels - BS EN 1995-1-1:2004+A2:2014 - Eurocode 5: Design of timber structures: General - Common rules and rules for buildings - BS EN 1995-1-2:2004 Eurocode 5: Design of timber structures: General - Structural fire design - BS EN 1090-1:2009+A1:2011 - Execution of steel structures and aluminium structures. Requirements for conformity assessment of structural components - BS EN 1090-2:2008+A1:2011 - Execution of steel structures and aluminium structures. Technical requirements for steel structures 2006/95/EC: The Low Voltage Directive 2004/108/EC: The Electromagnetic Compatibility Directive 98/27/EC: The Machinery Directive - BS EN ISO 12100:2010 - Safety of machinery. General principles for design. Risk assessment and risk reduction. - BS 7671/A3: Requirements for Electrical Installations. IET Wiring Regulations 17th Edition - BS EN 60204-1:2006+A1:2009 - Safety of machinery. Electrical equipment of machines. General requirements. - BS EN ISO 14122-3:2001+A1:2010 - Safety of machinery. Permanent means of access to machinery. Stairways, stepladders and guard-rails. - British association of Spectator Equipment Suppliers (BASES): Recommendations for the Specifications and Use of Telescopic and Other Spectator Seating (Blue Guide). - BS EN 13200-1:2012 - Spectator facilities. General characteristics for spectator viewing area. - PD CEN/TR 13200-2:2005 - Spectator facilities. Layout criteria of service area. Characteristics and national situations. - BS EN 13200-3:2005 - Spectator facilities. Separating elements. Requirements. - BS EN 13200-4:2006 - Spectator facilities. Seats. Product characteristics. - BS EN 13200-5:2006 - Spectator facilities. Telescopic stands. - BS EN 13200-6:2012 - Spectator facilities. Demountable (temporary) stands. - BS EN 13200-7:2014 - Spectator facilities. Entry and exit elements and routes. - BS EN 12727:2000 - Furniture. Ranked seating. Test methods and requirements for strength and durability. - BS EN 12520:2015 - Furniture. Strength, durability and safety. Requirements for domestic seating. (Was BS 4875-1:2007) - BS EN 1022:2005 - Domestic furniture. Seating. Determination of stability. (Was BS 4875-2:1985 & BS 4875-4:1989) - BS EN 1728:2012 - Furniture. Seating. Test methods for the determination of strength and durability. Was BS 4875-3:1985) - BS EN 12521-1:2015 - Furniture. Strength, durability and safety. Requirements for domestic tables. (Was BS 4875-5:2009) - BS 4875-7:2006 - Strength and stability of furniture. Domestic and contract storage furniture. Performance requirements. - BS 5852:2006 - Methods of test for assessment of the ignitability of upholstered seating by smouldering and flaming ignition sources. - BS 5852-1:1979 - Fire tests for furniture. Methods of test for the ignitability by smokers' materials of upholstered composites for seating. - BS 5852-2:1982 - Fire tests for furniture. Methods of test for the ignitability of upholstered composites for seating by flaming sources. - BS EN 1021-1:2014 - Furniture. Assessment of the ignitability of upholstered furniture. Ignition source smouldering cigarette. - BS EN 1021-2:2014 - Furniture. Assessment of the ignitability of upholstered furniture. Ignition source match flame equivalent. - BS 5395-1:2010 - Stairs. Code of Practice for the design of stairs with straight flights and winders.
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	POWER SUPPLY DETAIL: BS4343 (IEC 60309) Industrial Surface Socket (Blue 16A 2P+E) MOUNTED 900mm HIGH. (BY OTHERS). POWER SUPPLY: 240Volts, 16Amps, 50Hz, Single Phase (2 Conductors + Earth). A dedicated supply is required without RCD protection. Control Panel mounted close to Power Supply. Size is 400mm High, 300mm Wide x 200mm Deep. Plus Isolator, Protruding from Door. Power Supply mounted approx. 900mm High

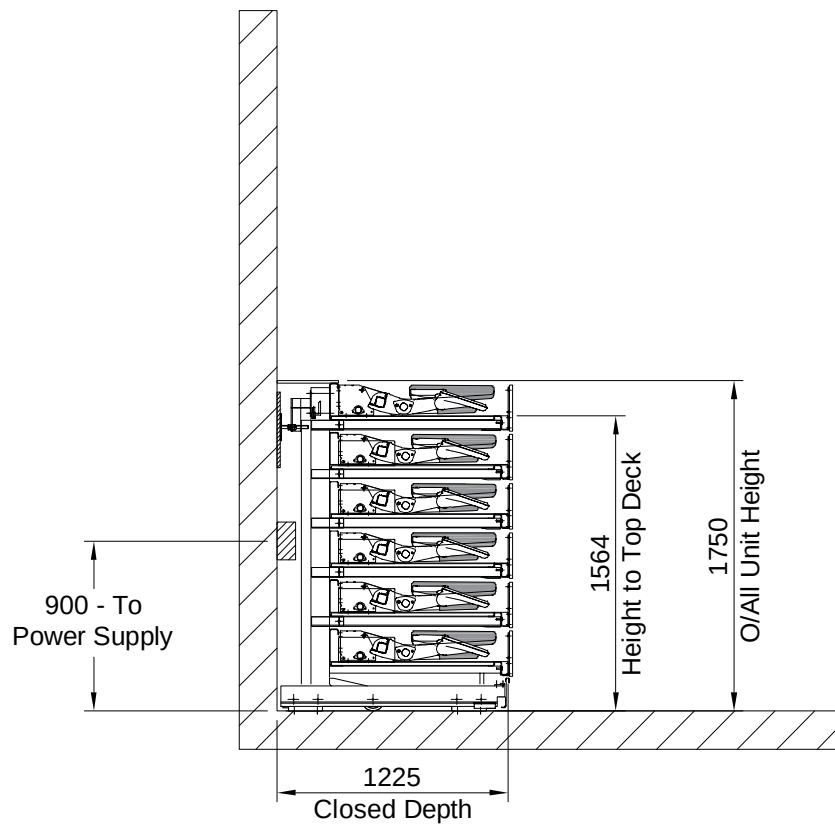


PLAN VIEW ON EXTENDED SEATING

F	
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ELEVATION ON EXTENDED SEATING



ELEVATION ON RETRACTED SEATING

Sales Specification

Ref.	Description	
1	PLATFORM IDENTIFICATION	TP-F-PO-26-90 FIXED POWER OPERATED UNITS CW 'SOFT START'
2	ROWRISE	260mm
3	ROWDEPTH	900mm
4	NUMBER OF ROWS	6 No. SEATING ROWS 6 No. PLATFORMS
5	REAR PLATFORM	STANDARD
6	PLATFORM STRUCTURE	E.P.C. SATIN BLACK
7	PLATFORM DECKING	19mm THICKNESS
8	DECKING FINISH	CARPET EUROCORD RANGE TELESCOPIC PLATFORM ONLY COLOUR: T.B.C.
9	PLATFORM DECK SIDE TRIM	INCLUDED INTEGRAL WITH RAIL SYSTEM
10	PLATFORM DECK INFILLING	NOT REQUIRED
11	INTERMEDIATE (AISLE) STEPS	1 SETS OF 6 No. - 1100mm WIDE FITTED WITH ALUMINIUM NON-SLIP NOSING
12	FASCIA PANELS	INCLUDED - LAMINATE FINISH FROM STANDARD RANGE
13	AISLE FASCIA PANELS (REMOVABLE)	NOT INCLUDED
14	SIDE RAILS	2 SETS OF 6 No. REMOVABLE TYPE COLOUR: E.P.C. SATIN BLACK
15	REAR RAILS	NOT REQUIRED
16	FRONT RAILS	NOT REQUIRED
17	PLATFORM SIDE CURTAIN	2 SETS OF 6 No. - REMOVABLE TYPE
18	PLATFORM REAR CURTAIN	NOT REQUIRED
19	PLATFORM SIDE PANEL	NOT INCLUDED
20	PLATFORM REAR PANEL	NOT REQUIRED
21	FLOOR PROTECTION BOARDS	NOT INCLUDED
22	SIDE KICK PLATES	NOT REQUIRED
23	CHAIR IDENTIFICATION	GALLERY 3
24	CHAIR TYPE	FULLY UPHOLSERED a: SEMI-AUTOMATIC FOLD-DOWN G3 b: HDS CHAIRS
25	SEAT CENTRES	490 / 500mm REAR ROW
26	SEAT FABRIC	FROM THE XTREME RANGE BY CAMIRA COLOUR: T.B.C.
27	SEAT FRAME	E.P.C. SATIN BLACK
28	ARMREST TYPE	INCLUDED - WOOD TYPE
29	SEAT NUMBERS	INCLUDED
30	AISLE LETTERS	INCLUDED
31	AISLE LIGHTS	INCLUDED
32	SIDE RAIL TROLLEYS	2 No. INCLUDED
TOTAL SEAT QUANTITY		a: 62 No. / b: 20 No TOTAL: 82 No.

All information is subject to confirmation by site survey.

CUSTOMER APPROVAL

(Only for completion when an order is placed with Hussey Seatway Ltd)

Once you, the customer, are content that the information contained within this drawing satisfactorily meets your requirements, then complete and sign this approval stamp. Note, commencement of this project cannot be undertaken without this approval.

Print Name:

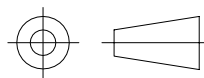
Signature:

Company Name:

Date:

Please return to Hussey Seatway Ltd when completed.

GENERAL TOLERANCE
± 1mm



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Web: www.husseyseatway.com

Shinfield Community Centre

SALES APPLICATION DRAWING

P05436-23-01

Revision: B

Drawn By: GM

Checked By: ---

Date: 24/10/2023

A1 Scale: 1:40

Sheet: 1/2

RevNo	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
B	Unit updated to fixed type. Fascias & HDS chairs added. Rows reduced to 6.			Date	Signature	Checked										
				12/02/2024	GM	---										

Relevant Standards & Codes

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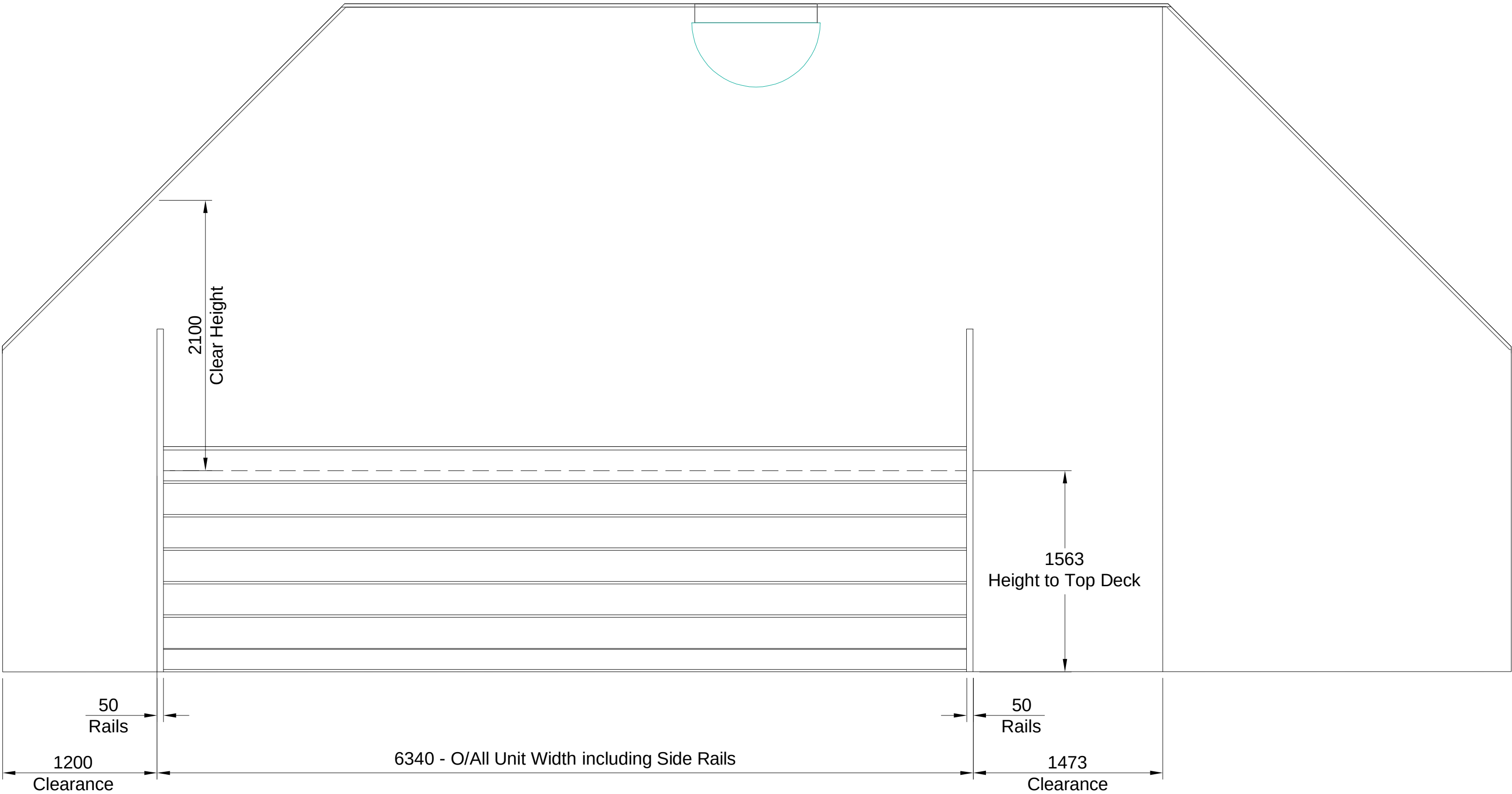
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POWER SUPPLY:
240Volts, 16Amps, 50Hz, Single Phase (2 Conductors + Earth).
A dedicated supply is required without RCD protection.

Control Panel mounted close to Power Supply.
Size is 400mm High, 300mm Wide x 200mm Deep.
Plus Isolator, Protruding from Door.

Power Supply mounted approx. 900mm High



SKETCH OF FRONT VIEW W/O CHAIRS FOR CLARITY

All information is subject to confirmation by site survey.

CUSTOMER APPROVAL

(Only for completion when an order is placed with Hussey Seatway Ltd)

Once you, the customer, are content that the information contained within this drawing satisfactorily meets your requirements, then complete and sign this approval stamp. Note, commencement of this project cannot be undertaken without this approval.

Print Name: _____ Signature: _____

Company Name: _____ Date: _____

Please return to Hussey Seatway Ltd when completed.

GENERAL TOLERANCE
± 1mm

husseyseatway
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Fax: +44 (0)1985 847300
Email: info@husseyseatway.com
Web: www.husseyseatway.com

Shinfield Community Centre

SALES APPLICATION DRAWING

P05436-23-01	Revision: B	Drawn By: GM	Checked By: ---	Date: 24/10/2023	A1 Scale: 1:20	Sheet: 2/2
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DATED

2024

SHINFIELD PARISH COUNCIL

(1)

SHINFIELD STUDIOS LIMITED

(2)

Agreement for the installation of a screening room
Hall A
Shinfield Parish Hall
School Green Centre
School Green
Shinfield
Reading RG2 9EG

FARRER&Co

THIS AGREEMENT is made on

2024

BETWEEN

- (1) **SHINFIELD PARISH COUNCIL** of School Green Centre, School Green, Shinfield, Reading RG2 9EH (**SPC**); and
- (2) **SHINFIELD STUDIOS LIMITED** incorporated and registered in England and Wales with company number 13039287 whose registered office is at 1 Fleet Place, London EC4M 7WS (**SSL**).

BETWEEN

- (A) SPC owns the freehold of the property at Shinfield Parish Hall, School Green Centre, School Green, Shinfield, Reading RG2 9EH.
- (B) SSL is in the process of constructing a major film studio complex in Shinfield. As part of this development, SSL has entered into a Section 106 Agreement dated 10 December 2021 under which SSL is required to deliver a screening room within the Parish of Shinfield.
- (C) SPC and SSL have agreed that this screening room is to be located in Hall A which forms part of Shinfield Parish Hall.
- (D) SSL has agreed to undertake the works to install the screening room and SPC has agreed to allow SSL to occupy Shinfield Parish Hall as a licensee to carry out these works.

IT IS AGREED as follows:

1. Interpretation

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

1.1 Definitions:

Approved Documents means the plans, specifications and drawings for the Screening Room Works agreed pursuant to clause 2.1 including (where applicable):

- (a) any variations or amendments that may be agreed by SSL and SPC from time to time in accordance with clause 2.9; and
- (b) any minor variations permitted under clause 2.10.

Building Contract means the building contract entered into between SSL and the Building Contractor dated 26 July 2023 based on the Joint Contracts Tribunal Minor Works Contract with Contractor's Design 2016 edition, as amended by a schedule of amendments, and as further amended by a Section Instruction (as defined in the Building Contract) for the instruction of the Screening Room Works, or such other building contract with similar effect as may be approved by SPC (such approval not to be unreasonably withheld or delayed).

Building Contractor means Curo Construction Limited whose registered office is at 3-4 New Street, London EC2M 4TP or such other building contractor as may be appointed by SSL to carry out the Screening Room Works and approved by SPC (such approval not to be unreasonably withheld or delayed), together with any

replacement building contractor that may be appointed by SSL and approved by SPC (such approval not to be unreasonably withheld or delayed).

Building Regulations Dutyholder Regime means Part 2A of the Building Regulations.

CDM Regulations means the Construction (Design and Management) Regulations 2015 (*SI 2015/51*).

Certificate of Making Good means the Contract Administrator's certificate or written statement issued in accordance with the Building Contract certifying that any defects, shrinkages or faults appearing in the Screening Room Works during the Rectification Period and for which the Building Contractor was responsible under the Building Contract have been made good.

Collateral Warranties means a collateral warranty from the Building Contractor and the Contract Administrator, such deeds to be in the forms annexed to the Building Contract or Section Instruction or appointment as the case may be, in each case with such amendments as may be approved by SPC (such approval not to be unreasonably withheld).

Contract Administrator means Bidwells LLP of Bidwell House, Trumpington Road, Cambridge CB2 9LD or such other person as may be appointed as a replacement contract administrator for the time being by SSL in relation to this Agreement and the Building Contract.

Equipment means the projector and roll-up projection screen and audio system.

Licence Period means the period from the Works Commencement Date until the date that is [] weeks after the Practical Completion Date.

Practical Completion Certificate means the Contract Administrator's certificate or written statement issued in accordance with the Building Contract certifying that the Screening Room Works are practically complete according to the terms of the Building Contract and setting out the date on which practical completion occurred.

Practical Completion Date means the date stated in the Practical Completion Certificate.

Property means the property known as Hall A, Shinfield Parish Hall, School Green Centre, School Green, Shinfield, Reading RG2 9EH.

Rectification Period means the rectification period for the making good of defects, shrinkages or other faults in the Screening Room Works under the Building Contract.

Regulations means the CDM Regulations and the Building Regulations Dutyholder Regime, together or separately as the context requires.

Representative means the SPC Representative and the SSL Representative, together or separately as the context requires.

Requisite Consents means building regulation approvals, by-law approvals, and any other consents, licences and authorisations required from any competent authority, statutory undertaker or person for the carrying out of the Screening Room Works.

Screening Room Works means the works to be carried out by SSL to install the screening room in the Property as more particularly described in Schedule 1 and as shown in the Approved Documents.

SPC Representative means Andrew Grimes of SPC.

SSL Representative means Darrin Morris of Shadowbox Studios.

VAT means value added tax [or any equivalent tax] chargeable in the UK.

Works Commencement Date means the date of commencement of the Screening Room Works agreed pursuant to clause 2.5.

- 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 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.11 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 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.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Unless this Agreement otherwise expressly provides, a reference to the **Property** or the **Screening Room Works** is to the whole and any part of them.

1.15 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.

1.16 A reference to **writing** or **written** excludes fax and email.

2. Screening Room Works

2.1 SSL shall at no cost to SPC procure that the Approved Documents are prepared and submitted to SPC for approval (such approval not to be unreasonably withheld or delayed). SSL and SPC shall work together, both acting reasonably, to agree the Approved Documents through their respective Representatives by 29 February 2024. SSL and SPC confirm that they have each delegated authority to their respective Representative to agree the Approved Documents. Upon agreement of the Approved Documents, the Approved Documents shall be signed by the Representatives.

2.2 SSL and SPC, both acting reasonably, shall agree a method statement for the carrying out of the Screening Room Works with a view to minimising disruption to the ongoing use of the School Green Community Centre.

2.3 SSL shall apply for and use reasonable endeavours to obtain the Requisite Consents in respect of the Screening Room Works.

2.4 SSL shall issue the Section Instruction in respect of the Screening Room Works.

2.5 Prior to commencing the Screening Room Works, SSL and SPC will, both acting reasonably, agree the commencement date for the Screening Room Works which shall be between 1 March 2024 and [] September 2024.

2.6 SSL will use reasonable endeavours to complete the Screening Room Works by 31 December 2024 as extended pursuant to this clause 2.6 (the "Target Date"). The Target Date shall be extended commensurate with any extensions of time:

2.6.1 allowed by the Contract Administrator under the terms of the Building Contract; and/or

2.6.2 certified by the Contract Administrator as being fair and reasonably, having regard to the delay in question where completion of the Screening Room Works is delayed due to an event or cause that is beyond SSL's reasonable control.

2.7 For the avoidance of doubt the Screening Room Works shall be carried out at no cost to SPC. SSL shall have no liability for any failure to achieve completion of the Screening Room Works by the Target Date or other breach of clause 2.6.

2.8 Following agreement of the Approved Documents SSL shall use reasonable endeavours to procure that the Screening Room Works are carried out:

2.8.1 with due diligence and in a good and workmanlike manner;

2.8.2 in accordance with this Agreement, the Building Contract, the Approved Documents, and the Requisite Consents in respect of the Screening Room Works;

Commented [FC1]: Date to be discussed, such that the works can be completed by the Target Date.

- 2.8.3 in accordance with all statutory or other legal requirements and the recommendations or requirements of the local authority or statutory undertakings.
- 2.9 SSL shall not, (subject to clause 2.10), vary, alter, add to or remove anything from the Approved Documents without SPC's consent (such consent not to be unreasonably withheld or delayed).
- 2.10 SSL may make minor variations to the Approved Documents without SPC's consent provided that:
- 2.10.1 the variations are insubstantial and immaterial;
- 2.10.2 the variations are in accordance with the Requisite Consents in respect of the Screening Room Works and any statutory requirements;
- 2.10.3 any substitute materials used are of an equal or better quality and suitability to those originally specified;
- 2.10.4 SSL informs SPC of the variations within a reasonable time.
- 2.11 SSL shall allow SPC and its surveyors access to the Property to inspect the progress and quality of the Screening Room Works at reasonable times and on reasonable notice.
- 2.12 If and to the extent the Regulations apply to the Screening Room Works, SSL shall:
- 2.12.1 agree in writing with SPC that SSL is to be treated as the only client in respect of the Screening Room Works for the purposes of the Regulations and the parties agree that this clause is such an agreement;
- 2.12.2 comply with its obligations as a client for the purposes of the Regulations;
- 2.12.3 ensure that the principal designer and the principal contractor that it appoints in relation to the Screening Room Works comply with their respective obligations under the Regulations;
- 2.12.4 ensure that all relevant documents relating to the Screening Room Works are placed in the health and safety file for the Property by the principal designer or principal contractor in accordance with the CDM Regulations.

3. Practical Completion and Rectification Period

- 3.1 SSL shall use reasonable endeavours to procure that the Contract Administrator:
- 3.1.1 gives at least 2 working days' notice to SPC of the Contract Administrator's intention to inspect the Screening Room Works for the purpose of issuing the Practical Completion Certificate and allows SPC and its surveyor to attend the inspection and make representations either during the inspection or in writing immediately thereafter; and
- 3.1.2 without fettering the discretion of the Contract Administrator in carrying out duties under the Building Contract, takes proper account of any representations that are made in accordance with clause 3.1.1 when considering whether to issue the Practical Completion Certificate in accordance with the terms of the Building Contract.

- 3.2 SSL shall use reasonable endeavours to procure that the Contract Administrator gives a copy of the Practical Completion Certificate to SPC as soon as practicable after its issue.
- 3.3 The issue of the Practical Completion Certificate shall be conclusive evidence binding on the parties that the Screening Room Works have been completed in accordance with the terms of this Agreement, subject to SLL's obligations during the Rectification Period.
- 3.4 Provided that SPC grants SSL (and those authorised by SSL) the necessary access to the Property, SSL shall use reasonable endeavours to enforce the Building Contractor's obligations under the Building Contract to remedy any defects, shrinkages or faults appearing in the Screening Room Works during the Rectification Period.
- 3.5 During the Rectification Period, SPC may make written representations to the Contract Administrator identifying defects, shrinkages or faults in the Screening Room Works which the Building Contractor is obliged to remedy in accordance with the Building Contract. Without fettering the discretion of the Contract Administrator in carrying out duties under the Building Contract, SSL shall use reasonable endeavours to ensure that the Contract Administrator takes proper account of any such representations.
- 3.6 SSL shall use reasonable endeavours to procure that the Contract Administrator:
- 3.6.1 gives at least 5 working days' notice to SPC of the Contract Administrator's intention to inspect the Screening Room Works for the purpose of issuing the Certificate of Making Good and allows SPC and its surveyor to attend the inspection and make representations either during the inspection or in writing immediately thereafter; and
- 3.6.2 without fettering the discretion of the Contract Administrator in carrying out duties under the Building Contract, takes proper account of any representations that are made in accordance with clause 3.6.1 when considering whether to issue the Certificate of Making Good in accordance with the terms of the Building Contract.
- 3.7 SSL use reasonable endeavours to procure that the Contract Administrator gives a copy of the Certificate of Making Good to SPC as soon as practicable after its issue.
- 3.8 SSL shall use reasonable endeavours to procure the grant of the Collateral Warranties in favour of SPC prior to the Practical Completion Date.

4. Insurance

- 4.1 From the date of this Agreement until the Practical Completion Date, SSL shall insure or shall procure that the Building Contractor insures the Screening Room Works and all plant and unfixed materials and goods delivered to or placed on or adjacent to the Property and intended for incorporation in the Screening Room Works in accordance with the Building Contract.
- 4.2 In the event of any loss or damage occurring before the Practical Completion Date to the Screening Room Works, plant, materials or goods so insured, SSL shall procure that their reinstatement or replacement is carried out diligently and with all reasonable

Commented [FC2]: Note: Insurances to be resolved with the contractor.

speed. SSL shall apply the proceeds of the insurance towards such reinstatement or replacement and shall make good any deficiency out of SSL's own funds.

- 4.3 SSL shall maintain, or procure that the Building Contractor maintains, insurance in respect of injury to or death of any person or loss or damage to any real or personal property for an indemnity of not less than £[AMOUNT] for any one occurrence or series of occurrences arising out of the same event. Such insurance shall be maintained from the date of this Agreement until the end of the Rectification Period.
- 4.4 SSL and SPC mutually agree not to do or permit anything to be done, or omit to do or permit any omission, that they are aware, or that a reasonable person would be aware, might render any insurance policy required by this clause 4 void or voidable.

5. SSL's obligations

- 5.1 The obligations in clauses 2 to 8 are personal and binding only on Shinfield Studios Limited, incorporated and registered in England and Wales with company number 13039287 whose registered office is at 1 Fleet Place, London EC4M 7WS.
- 5.2 Save in relation to clause 5.4, SSL shall be released from all liability in respect of its obligations referred to in this Agreement after a period of 12 months after the Practical Completion Date, except in relation to any claim made against or notified to it prior to the end of that period.
- 5.3 Following the Practical Completion Date SSL shall be responsible for maintenance of the Equipment for a period of 12 months provided that the Equipment has been kept, maintained and used correctly by SPC.
- 5.4 If requested by SPC within the period of 10 years from the date of this Agreement SSL shall replace any Equipment which is beyond economic repair provided that the Equipment has been kept, maintained and used correctly by SPC. SSL shall only be required to replace Equipment on one occasion.
- 5.5 For the avoidance of doubt, SSL shall have no liability or obligation pursuant to clauses 5.3 and/or 5.4 resulting from deliberate damage to or misuse of the Equipment.

6. SSL's occupation

- 6.1 During the Licence Period SSL (and anyone authorised by SSL) is entitled to occupy the Property (together with all necessary materials, plant, machinery and equipment) for the purpose of carrying out the Screening Room Works.
- 6.2 This Agreement does not operate as a demise of the Property and during the Licence Period:
- 6.2.1 any occupation of the Property by SSL is by way of licence only;
- 6.2.2 SSL does not have, and is not entitled to, any estate, right or interest in the Property;
- 6.3 SSL shall procure the making good (to the reasonable satisfaction of SPC) any damage to any land or building or any plant and machinery (other than the Property) which is caused by the carrying out of the Screening Room Works.

Commented [FC3]: Cross-referencing to be checked once agreement finalised.

7. Legal costs

[SSL] shall pay SPC's reasonable legal costs and disbursements incurred in connection with this Agreement [including an amount equal to any VAT incurred on those costs and disbursements except to the extent that the SPC is able to recover that VAT].

8. VAT

8.1 Each amount stated to be payable under or pursuant to this Agreement is exclusive of VAT (if any).

8.2 If any VAT is chargeable on any supply made by one party to the other party under or pursuant to this Agreement, the paying party shall pay to the other party an amount equal to that VAT.

9. Entire agreement

9.1 This Agreement and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

10. Joint and several liability

10.1 Where a party to this Agreement comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this Agreement. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

11. Notices

11.1 Any notice given under this Agreement must be in writing

11.2 Any notice or document to be given or delivered under this Agreement must be:

11.2.1 delivered by hand; or

11.2.2 sent by pre-paid first class post or other next working day delivery service.

11.3 Any notice or document to be given or delivered under this Agreement must be sent to the relevant party as follows:

11.3.1 to SPC at:

[ADDRESS]

[DX: [DX NUMBER]]

[Fax: [FAX NUMBER]]

marked for the attention of: [NAME/POSITION]

or at SPC's solicitors [], quoting the reference [REFERENCE];

11.3.2 to SSL at:

[ADDRESS]

[DX: [DX NUMBER]]

[Fax: [FAX NUMBER]]

marked for the attention of: [NAME/POSITION]

or at SSL's solicitors, Farrer & Co LLP 66 Lincoln's Inn Fields, London WC2A 3LH quoting the reference [REFERENCE];

or as otherwise specified by the relevant party by notice in writing to each other party.

11.4 Any change of the details in clause 11.3 specified in accordance with that clause shall take effect for the party notified of the change at [9.00 am] on the later of:

11.4.1 the date, if any, specified in the notice as the effective date for the change; or

11.4.2 the date [five] working days after deemed receipt of the notice.

11.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.

11.6 Any notice or document given or delivered in accordance with clause 11.1, clause 11.2 and clause 11.3 will be deemed to have been received:

11.6.1 if delivered by hand, on signature of a delivery receipt [or at the time the notice or document is left at the address] provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or

11.6.2 if sent by pre-paid first class post or other next working day delivery service, at [9.00 am] on the [second] working day after posting.

11.7 In proving delivery of a notice or document, it will be sufficient to prove that:

11.7.1 a delivery receipt was signed or that the notice or document was left at the address; or

11.7.2 the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service.

11.8 A notice or document given or delivered under this Agreement shall not be validly given or delivered if sent by email.

11.9 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.

12. Third party rights

- 12.1 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.

13. 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.

14. 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.

AS WITNESS the hands of the parties hereto on the date first before written.

Schedule 1

Screening Room Works

Whilst the specification of the equipment and the works required for the Screening Room Works are still being finalised between SSL and SPC, the Screening Room Works are to include the following elements:

- 1.1 Projector and roll-up projection screen
- 1.2 Video and audio system
- 1.3 Upgraded room acoustics
- 1.4 Lighting/shading control
- 1.5 Assisted hearing loop system
- 1.6 Cameras and microphones to support video conferencing
- 1.7 Streaming and webcasting connectivity
- 1.8 Control system and rack installation including centralised system controls
- 1.9 Raked comfort seating (stored when not in use to maintain flexibility of Hall A)

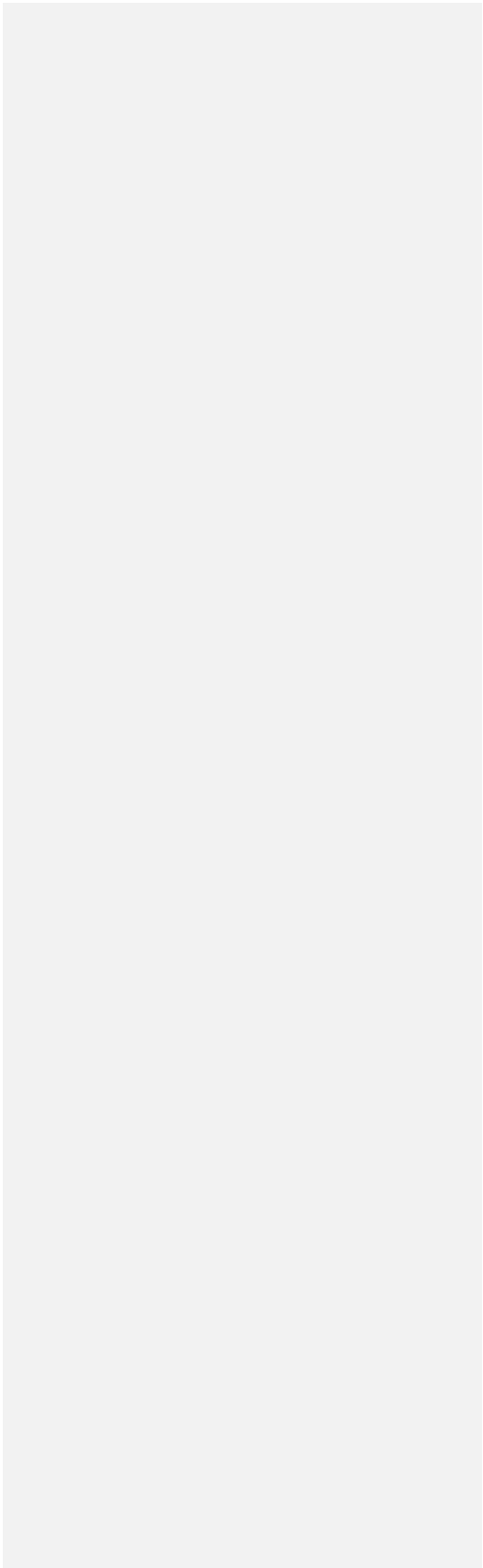
The system could also potentially benefit from cameras and microphones to support video conferencing, streaming and webcasting connectivity.

Signed by [NAME OF DIRECTOR] for and
on behalf of SHINFIELD PARISH COUNCIL

.....
Director

Signed by [NAME OF DIRECTOR] for and
on behalf of SHINFIELD STUDIOS LIMITED

.....
Director



Annual Grant Scheme

Introduction

The council adopted an annual grant scheme in 2023 which proved to be largely successful resulting in 26 applications of which

- 7 applications were awarded in full (ranging between £210-£1,500)
- 7 applications were awarded a proportion of the amount applied for (with awards ranging between £200-£2,000)
- 9 were not awarded any funding
- 3 were capital grant applications

Recommendation

It is proposed that the same approach of an annual award scheme is repeated for 2024 with the following modifications to the process:

- Capital Grant applications should not use the annual grant process to make an application these should be separated out of the process
- More emphasis is placed on attractive new initiatives and a specific statement that repeats of funding awards made in 2023 would not be considered
- Additional wording is provided to provide more clarity that current SPC policy is only to allow an award to a religious organisation where it is for non-religious purposes

Attached are:

- Item 12.1a – Grant Award Policy 2024
 - This is the policy adopted by F&GP for 2023 with changes marked up for ease of consideration
- Item 12.1b – Grant Application Form 2024
 - This is the application form used in 2023 with additional wording shown in blue



Grant Awarding Policy - 2024

Introduction

In previous years Shinfield Parish Council (SPC) has considered grants as they were received during the year. The Council has decided however, it is more equitable to consider applications at the same time so that each may be considered on its respective merits.

2023 Shinfield Parish Council adopted a is the first year in which this new annual grant award approach and has decided to continue that approach for 2024. will be applied.

The Aims and Objectives of the Award Scheme

The Award scheme is intended to help local organisations (or regional/larger organisations with clear activities within the Parish) provide benefits for local residents. In particular, the scheme is intended to help launch new initiatives or activities that would not otherwise take place. While the Council may still choose to make awards for existing running costs, the preference is to help new initiatives.

Please note that it is not the intention to provide the same grants over multiple years. The council would like to see it limited available funds deployed to assist new initiatives that benefit residents of the parish.

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Timetable

Applications must be received by ~~midnight-noon~~ on Sunday 30th June 2024~~3~~.

Meeting to consider applications to take place in July (date TBC) – applicants will be offered the opportunity to attend and make presentation no longer than five minutes

Applicants will be advised of the outcome no later than 31st July ~~2024~~2023.

Information Checking

If applications are received by the Clerk no later than noon on Friday 21st ~~3rd~~ June, they will be reviewed to ensure that they have included all relevant information and to allow any additional information that may be useful to be provided before ~~noon on 30th June 2023~~the deadline for receipt of applications. If you submit your application after noon on Friday 21st June the Clerk will not be able to guarantee to review the application.

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The Awards Panel

The Awards Panel will be a specially convened meeting of the Council's Finance & General Purposes Committee



Terms & Conditions of Grant Awards

- SPC awards grants, at its discretion, to
 - Charities
 - With preference given, in order, to
 - Local charities
 - National Charities with a significant parish presence
 - Other national charities
 - Volunteer organisations
 - Sports Clubs
 - Not for profit organisations
 - Social Enterprises
 - Religious organisations
 - provided it is for a purpose which does not discriminate on grounds of belief
 - For the avoidance of doubt financial support will not be provided in circumstances where the benefits will be entirely or largely be felt by members of a religious group
 - Other worthy causes (as determined by SPC)
 - This may include residents coming together purely for a specific cause
- Applicants must demonstrate
 - A clear need for financial support
 - That the grant does not solely or largely support their normal ongoing operations
 - Preference will be given to new initiatives
 - Awards may not be a repeat or continuance of any aware made in 2023
 - For the avoidance of doubt a 2023 recipient may be able to make a grant request for a new initiative but not for the same activity as in 2023.
- Applicants must demonstrate (as fully as possible) that the requested grant will benefit the residents of the parish by achieving one or more of the following:
 - Providing a service for all or specific groups of residents
 - Enhancing the quality of life of residents
 - Improving cultural, recreation or sports facilities
 - Improving the environment (by activities within the parish)
 - Promoting the parish in a positive way
- SPC will NOT award grants:
 - To private individuals
 - To commercial organisations
 - For a purpose for which there is a statutory duty upon other local or central government departments to fund or provide
 - To political parties

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- To religious organisations unless for a purpose which does not discriminate on grounds of belief
- To any organisation which in the view of SPC has racist, extremist or other policies which SPC deems to be unacceptable.
 - ✱—This list is not exclusive and may be added to at the council's discretion



➤ Financial Criteria

- Grant awards will not exceed £5,000
 - Any organisation wishing to request a grant of more than £5,000 should contact the Clerk for further information
- Grant payments will only be made to named organisations
 - Grants will be paid by bank transfer to the organisation (no payments made to individual bank accounts)
 - Where residents come together to make a grant application, they must, if successful, create a bank account for the purpose before any funds are paid over
- The applicant will be responsible for the administration (including monitoring and reporting back to SPC) and accounting of any grant awarded

➤ Other Criteria

- A successful award in any financial year does not guarantee that a grant would be made in any subsequent year
- Any grant must only be used for the purpose(s) specified in the grant application
 - Any unspent portion of the grant should be returned to SPC no later than 12 months from the date of the awarding of the grant
 - F&GP committee may approve the grant award to be carried over beyond the 12 month period.
 - The maximum extension will be 12 months (i.e. to no later than 24 months from the date of the award)
 - No further extension will be permitted
- Grants will not be made retrospectively
- Successful applicants will be required to submit a feedback form in respect of their grant no later than 12 months after notification of the grant award
 - Should the activity continue beyond that period, interim updates should be provided every six months

Right of Appeal

There is no right of appeal for any application which:

- Is deemed not to have met the application criteria
 - It is the applicant's responsibility to ensure they submit a valid application and if they have any doubts or concerns to seek clarification from the Clerk no later than one week before the deadline for submission
- Is not awarded a grant, or
- Is awarded a grant of less value than the sum requested

Grant Award Application Form - 2024

*Please ensure that you have read Shinfield Parish Council's Grant Awards Policy and the notes at the end of this application form. The boxes will expand to fit all your response. Please complete all boxes where you see **X***

Please note that the maximum amount for any grant awarded under this scheme is £5,000. Should you wish to request a grant for about that amount you must contact the Clerk directly – do not use this form

Core Information
Name of Organisation requesting the grant
X
Amount of Grant Requested
X
Summary of grant purpose <i>(we will ask for more information later in this document)</i>
X
Do you have a constitution if so, say yes below and provide a copy with your submission
X

Contact Information <i>(this is who we will communicate with regarding this application)</i>
Name of Contact
X
Your position in the organisation requesting the grant
X

Unless specifically agreed, email will be the principal method of communication

Information about your organisation

Do you have a website? If so, state the address here

X

Briefly describe your organisations **existing** activities (tell us about your grant application in the next section)

X

What services do you already provide within the Parish of Shinfield.

*You should describe all **existing** activities, which group(s) of residents benefit from those activities, how many residents benefit etc.*

X

What other sources of funding have you applied for or received in respect of your **existing** activities in the last 12 months and not included in the above?

X

Information about this Specific Application

Tell us what you would like to do

X

Have you carried out this type of activity elsewhere and if so, what was the outcome?

X

Which group(s) of residents will benefit from this activity or service?

X

How many resident(s) will benefit from this activity or service?

X

How will you measure or establish the benefit(s) for residents?

X

What may stop you from achieving these outcomes?

X

What other sources of funding have you received for this activity or are in the process of applying for?

X

Declaration
I apply for Grant Award funding from Shinfield Parish Council on behalf of
Insert name of organisation
X
I confirm that: ➤ I am authorised to sign on behalf of the organisation named in this application ➤ I have noted the terms & 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, that 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
Name (this section should be signed by someone in the organisation who has the authority to act on behalf of the organisation)
X
Signature (please include in box below)
Position in the organisation
X
Date of Application
X

INFORMATION TO BE REDACTED – This information is required for the application process but will not be made publicly available

Address to be used for correspondence
X
Email
X
Telephone Number
X

Unless specifically agreed, email will be the principal method of communication

Financial Information (this information will not be shared with anyone else)
Income & Expenditure (as per your most recent set of accounts – please also submit separately a copy of your most recent accounts)
Income X Expenditure X
Balance Sheet Items (as per your most recent accounts – please also submit separately a copy of your most recent accounts)
Cash at Hand X Debtors X Creditors X Major Assets (e.g. buildings or items of equipment over £5,000) X
Any other financial information relevant to this application
X
Name of Bank
X
Name of organisations bank account
X
Account Number
X
Sort Code
X

Application Checklist	
Have you provided all relevant information about the service you wish to provide in the parish?	X
Have you provided a copy of your constitution or governing document?	X
Have you provided a copy of your latest Annual Accounts? Have you completed the summary of financial information? (This may not be possible for new organisations)	X
Have you attached any other information in support of your application (e.g. Annual Report)? (Please only attach information that is specific to the activity you are requesting funds for)	X

Now return the complete form and any attachments in an email to
Clerk@shinfieldparish.gov.uk

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.

Redecoration of Grazeley Room

Introduction

The Facilities Manager has submitted the following report on the Grazeley Room

Report from Facilities Manager

It is now over 2 years since the building was completed and some of the rooms and corridors are looking tired and in need of decoration, especially those that are most heavily used for parties.

Depending on the final location of the screening facility Shinfield Studios will need to be involved in the redecoration of either the Ryeish Green or Pound Green Room. In any case Grazeley is felt to be the area most in need of redecoration.

It is proposed to have redecoration work on Grazeley Room and the corridor on the whole of the old part of the building up to the bottom of the slope (near to reception desk)

It is an opportunity to introduce Yeoman Shield wall protection up to a height of 1250mm for Grazeley room (and include the large storage cupboard up to a height of 2230mm). Yeoman Shield is an excellent product that protects wall from damage by furniture and trolleys and can be wiped clean very easily. The wall above would only need decorating every 5-6 years. It also comes in some very exciting colours that can be chosen to match the existing colour schemes of the room and refresh the already vibrant colours already around SGC.

Quote for panelling in Grazeley and cupboards	£4,980
Labour to install	£3,000
Labour to Paint Grazeley	£890
Labour to Paint Corridor	£2390
Materials paint etc. (estimate)	£1000
Total excluding Vat	£12,260

Yeoman Shield is a unique product so not possible to get alternative quote. The decoration quote is Lee Mathews & Sons who has been recommended by another contractor and looks very reasonable.

If approval is given, then it is intended to carry out the work either over Easter or Whitsun half term.

Funding would be taken from the Repairs and Maintenance Sinking Fund.