

Bagshot Village Committee Meeting Papers 1st August 2023

WHO TENAM

Windlesham Parish Council

Joanna Whitfield Clerk to the Council Tel: 01276 471675

Email: clerk@windleshampc.gov.uk Website: <u>www.windleshampc.gov.uk</u> The Council Offices
The Avenue
Lightwater
Surrey
GU18 5RG

MINUTES OF A MEETING OF WINDLESHAM PARISH COUNCIL'S BAGSHOT VILLAGE COMMITTEE

Held on Tuesday 18th April at 7:15pm at St Annes Church Centre, 43 Church Road, Bagshot

Councillors	
Bakar	Ρ
Du Cann	Р
Gordon	Р
Manley	Α
White	Р
Willgoss	Р

In attendance: Sarah Wakefield– Assistant Clerk

Nick Dorrington- Bagshot Resident Neil Wilkins- Bagshot Resident Carol Wilkins- Bagshot Resident Neil Wilkins- Bagshot Resident Clare Davies- Bagshot Resident Rob Taylor- Bagshot Resident Suneeta Luthra- Bagshot Resident

Cllr Willgoss took the Chair

P - present A – apologies PA – part of meeting - no information

.....

		Action
BVC/22/56	Apologies for Absence	
	Apologies were received and accepted from Cllr Manley.	
BVC/22/57	Declarations of Interest	
	All members declared a non-pecuniary interest in agenda item 11 as all potential members of the Traffic & Infrastructure Working Group are known to all members of the committee.	
BVC/22/58	Public question time	
	No public questions.	

BVC/22/59	BVC/22/59 Exclusion of the press and public.				
	There were no exclusions to the press and public.				
BVC/22/60	Committee and Sub-Committee Minutes:				
	The minutes of the Bagshot Village Committee meeting held on the 7 th February 2023 and 20 th March 2023 were approved and signed by Cllr Willgoss.	Cllr Willgoss			

BVC/22/61	To receive reports from:	
	a) Surrey Heath Borough Council	
	Cllr White informed members that during a SHBC Planning Committee meeting it was confirmed a Tree Preservation Order had been approved for a Beech tree in Church Road, Bagshot.	
	Cllr White also informed members that SHBC had convened its last Full Council meeting of the year, but Committee meetings were continuing until the following week.	
	Cllr Gordon confirmed that 21 members of the current Council at SHBC were standing down after this current term.	
BVC/22/62	Project Updates	
	Members were presented with a spreadsheet detailing the progression of all projects to ensure that are fully appraised of current project status.	
	School Lane Field benches	
	Cllr Gordon advised members he was organising transport to move the benches earmarked for School Lane Field and confirmed he would update the committee when this was completed.	
	Earlswood Park bins	
	Cllr Gordon also confirmed that an agreement regarding the bins was in place between Earlswood Park and Cllr Dougan (SHBC).	
	20mph at Earlswood Park	
	Cllr White advised members she had spoken to Cllr Tear regarding the 20mph on Earlswood Estate.	
	Traffic & Infrastructure in Bagshot Village	
	The Assistant Clerk confirmed that the 3 quotes requested for traffic measures in the village had been forwarded to Cllr Tear and that she was waiting a response.	
	All other projects were noted.	

BVC/22/63	Playgrounds	
	a) School Land Field Playground- Update	
	Members were informed a purchase order had been placed for the agreed refurbishment at School Lane Field and the project is currently due to start w/c 19 th June 2023, with an exact start date to be communicated nearer the time. It was confirmed the contractor has scheduled in 5 weeks for the completion of the project.	
	It was resolved at the EGM on 20 th March 2023 to request 3 quotes for an additional swing set and slide suitable for older children. The Assistant Clerk confirmed only one quote had been obtained so far.	
	It was also communicated that the area required to house the swing and slide would be approx. 6 metres x 6 metres and that it may be subject to planning permission, which the Assistant Clerk was currently investigating.	Assistant Clerk
	Members suggested that an EGM be called once 3 quotes had been obtained to allow the project to progress.	
	b) Freemantle Playground	
	Members were informed that we have received confirmation that SHBC will contribute £13,000 towards the replacement of Freemantle Road playground.	
	As per a previous resolution (minute ref #BVC/22/016) delegated authority was given to the Clerk in conjunction with the Chair and vice-chair to decide what additional equipment was required in order for a tender to be put out and it was confirmed this would be followed up after the pre-election period.	
BVC/22/64	Bagshot Traffic & Infrastructure Working Group- to decide Working Group Membership	
	Members were reminded that having agreed the Terms of Reference (attached) at the 7th February 2023 meeting, it was resolved that a poster calling for working party member nomination be publicised. 8 nominees have come forward and are as follows:	
	• 2 representatives from Bagshot Society (Nick Dorrington and Chris Seaton)	
	1 member of the business community (Rob Taylor)	
	• 5 members of the public (Colin Manley, Carol Wilkins, Neil Wilkins, Suneeta Luthra and Clare Davies)	
	With the exception of Colin Manley and Chris Seaton who were unable to attend the meeting, all candidates introduced themselves to the committee.	
	Cllr Du Cann nominated, Cllr Gordon seconded, and it was unanimously resolved to accept all 8 candidates into the working	

	group which would comprise of Nick Dorrington, Chris Seaton, Rob Taylor, Colin Manley, Carol Wilkins, Neil Wilkins, Suneeta Luthra and Clare Davies and all BVC councillors. Cllr Du Cann nominated, Cllr Gordon seconded, and it was unanimously agreed to appoint Cllr Willgoss as Chair of the Working Group. With the high uptake, it was recommended that the membership of the group be changed to: 'up to 2 members of community groups, 1 member of the business community, up to 5 members of the community and all members of the BVC, with one nominated Bagshot Councillor acting as chair of the working group. Cllr Du Cann nominated, Cllr Gordon seconded, and it was unanimously resolved to amend the terms of reference to reflect the above changes.	
	The Assistant Clerk confirmed she would forward all members a link to the SCC transport plan ahead of the group's first meeting.	Assistant Clerk
BVC/22/65	To consider the grant policy for 2023-24	
	Members were asked to review the policy in Appendix B, noting in particular all highlighted areas and decide to: a) Adopt the policy as presented Or b) b) Amend and adopt the policy Members resolved to adopt the policy as presented. Cllr Gordan left the meeting 19:50	
BVC/22/66	Clerks Update	
BVC/22/67	No updates Correspondence	
	Cllr Gordon re-joined the meeting 19:53 Members were presented with two items of correspondence from Bagshot residents: 1) Members discussed an e-mail from a resident concerned regarding the state of the copse walkway alongside College Ride. Members wanted to reassure the resident that attempts had already been made to improve the walkway with wood chips, but the walkway would be assessed to see if anything further could be done. They also requested that the Assistant Clerk contacted the SHBC enforcement team to ask if their mobile camera could be deployed along the copse to help deter the persistent fly tipping.	Assistant Clerk

	2) Members also discussed a letter received regarding an overgrown holly bush and a request to replace a large Beech tree which was felled in Bagshot Cemetery. It was confirmed that the holly bush did not fall within the cemetery and any work on it would not be included as part of the greenspace contract. Therefore, members asked the Assistant Clerk to obtain a quote for the pruning of the bush to bring back to the next committee meeting for review. Members also confirmed they would like to investigate the re planting of the tree in Bagshot Cemetery and requested that the Assistant Clerk liaises with the SHBC Tree Officer to discuss a suitable replacement. N.B. Trees sit at top level and therefore approval for the replanting and any associated costs would need to be brought to Full Council.	Assistant Clerk
BVC/22/68	Exclusion of the press and public - To exclude members of the public, including the press, For consideration of items excluded under S1(2) of the Public Bodies (Admission to Meetings) Act 1960. No exclusions to the press and public.	

There being no further business, the meeting closed at 19:57



${\bf Bagshot\ Traffic\ \&\ Infrastructure\ Project\ Working\ Group\ Terms\ of\ Reference}.$

Group Type	Working Party in conjunction with the Clerk and reporting to the Bagshot Village Committee.
Purpose	To review solutions, alongside expected impacts from proposed Developments in and around the village, identifying viable options which can mitigate traffic speed and improve road safety for all road users in Bagshot village whilst enhancing and sustaining the shops and businesses for the benefit of the Bagshot residents.
Membership	 Community groups – 2 representatives from any of the below 2 members of business community All Bagshot village councillors, with 1 nominated Bagshot village councillor to act as chair of the working group. Up to 2 community groups 2 members of community.
Terms	The remit of the working party will be:
of Reference	 To work alongside SCC Highways to- Gather up to date information and evidence which demonstrates support for traffic calming measures and the 7.5 tonne limit, reflecting the needs of all road users not just vehicular. Consideration must be given to the safety of pedestrians, cyclists, etc. If necessary, conduct a resident survey on evidence gathered, document concerns and comments. Members to note that wording will need to be checked with SCC Share feedback from resident survey with SCC representative for Bagshot and SCC Highways design team, highlighting any specific concerns/ opportunities to improve traffic To review and report feedback from the consultation to Bagshot village committee.
Delegated Powers	The councillor representative selected as chair of this working party, or their nominated substitute will report back to the Bagshot committee at key stages of this project. The Working group will have no decision-making powers or powers to spend.
Quorum	Three group members plus one Bagshot Village Committee councillor acting as Chair.



Budget	There is no budget associated with this project, any recommendations that have associated costs must be referred to the Bagshot Village Committee at the earliest opportunity and will only be approved subject to available funds.
Frequency of Meetings	As required
Transparency	Will be achieved by ensuring all meeting dates are notified in advance to the Clerk of WPC and all notes of discussions or a transcript/recording of meetings held by this working group will be submitted to the WPC clerk for audit purposes to be retained in the parish records
Date of Formation;	
Agreed End Date	

<u>Item 10 - Committee Finances- An Income & Expenditure report prepared by the Council's Responsible Financial Officer</u>

INCOME AND EXPENDITURE REPORT AS AT 17 JULY 2023 BAGSHOT VILLAGE (Cost centres 300-355)

The schedule below reflects the Income and Expenditure report for Bagshot Village (extracted from the Windlesham Parish Council Income and Expenditure report). Reference should be made to the 'Actual Year to Date' column as this reflects total income/expenditure in the period starting 1 April 23 with the 'Current Annual' reflecting the Annual Budget.

Income

Income for the village is derived from the following sources:

		ActualYTD	Budget Full Year
		£	- £
9	Burial fees	305	0
-	Precept	128,683	128,682
-	Other income	56	0
2	Interest received	878	1,569
-	CIL income (see note below)	0	0
-	Field of Remembrance	0	2824

Income is budgeted as an annual total but is received periodically over the year, notably the Precept which is paid in two tranches. The second tranch was received on 30 June 23 and is reflected in the figures above.

CIL income is also received periodically but is not budgeted for and is transferred to an EMR as and when received for use within the village. The current balance stands at £191,377.

Burial fees refer to an ashes internment and accompanying plaque whilst the other income is from a refund of electricity costs for Christmas lights in 2022.

Expenditure

The majority of expenditure is contracted for by the Parish Council and the costs are allocated to the individual villages based on a pre-determined split depending on the nature of the expenditure.

Total expenditure for the period 1 April 23 to 17 July 23 is £53,588 reflecting 34.0% of the annual budget spend, marginally above expectations based on an even spread of costs.

For the period 1 April 23 to 17 July 23 the following points should be noted:

			ActualYTD £		Budget Full Year - £
-	305/4100	War Memorial	0		500
_	305/4105	Bagshot Clock	0		500
-	310/4160	Greenspace contingency	248		1,000
-	310/4185	Planting	1,702	(1)	1,705
=	310/4190	Christmas trees	0		1,000
Ξ	310/4220	Playground repairs and renewal	9,999	(2)	4,000
-	330/4500	Councillor allowances and training	2,674	(3)	10,000
-	340/4650	Grants	1,000	(4)	8,000

- (1) The Planting cost covers the charge for hanging baskets in the village to cover the full year and paid in April 23;
- The Playground Repairs and Renewals expenditure covers the total cost for the School Lane gym, paid as two separate payments on account. The amount has been funded from Bagshot CIL (BVC/22/60). The amount also shows committed expenditure of £55,000 in relation to the School Lane play area.
- (3) Councillor Allowances cover the monthly allowances paid to Councillors plus an element of training;
- (4) Grant expenditure comprises the village allocation of a £3,000 grant approved by Full Council to Harper Asprey for a veterinary x-ray machine (FC C/23/42).

12:40

Detailed Income & Expenditure by Budget Heading 14/07/2023

Month No: 4

Cost Centre Report

		Actual Current	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
300	Bagshot Cemetery								
1000	Burial fees	0	305	0	(305)			0.0%	
	Bagshot Cemetery :- Income	0	305	0	(305)				
4050	Rates	0	204	400	196		196	51.0%	
4060	Maintenance	79	513	1,000	487		487	51.3%	
	Bagshot Cemetery :- Indirect Expenditure	79	717	1,400	683	0	683	51.2%	0
	Net Income over Expenditure	(79)	(412)	(1,400)	(988)				
305	Bagshot Heritage	•							
000000000000000000000000000000000000000	Maintenance	0	121	0	(121)		(121)	0.0%	
	War Memorial	0	0	500	500		500	0.0%	
4105	Bagshot Clock	0	0	500	500		500	0.0%	
	Bagshot Heritage :- Indirect Expenditure	0	121	1,000	879	0	879	12.1%	0
	Net Expenditure	0	(121)	(1,000)	(879)				
310	Bagshot Grounds Maintenance								
4160	Greenspace Contingency	0	248	1,000	752		752	24.8%	(31)
4165	Greenspace Contract	3,097	12,654	36,800	24,146		24,146	34.4%	
4185	Planting	0	1,702	1,705	3		3	99.8%	
4190	Christmas Trees	0	0	1,000	1,000		1,000	0.0%	
4195	Tree Maintenance/Surgery	1,524	6,016	10,730	4,714		4,714	56.1%	
4220	Playground Repairs & Renewal	0	9,999	4,000	(5,999)	55,000	(60,999)	1625.0%	9,999
	Bagshot Grounds Maintenance :- Indirect Expenditure	4,621	30,619	55,235	24,616	55,000	(30,384)	155.0%	9,968
	Net Expenditure	(4,621)	(30,619)	(55,235)	(24,616)				
6000	plus Transfer from EMR	0	9,968						
	Movement to/(from) Gen Reserve	(4,621)	(20,652)						
315	Bagshot Allotments								
1030	Allotment Fees	0	0	629	629			0.0%)
	Bagshot Allotments :- Income	0		629	629			0.0%	
4060) Maintenance	0	292	1,850	1,558		1,558		
4070) Allotment Refunds	0	0	37	37		37	0.0%)
	Bagshot Allotments :- Indirect Expenditure	0	292	1,887	1,595	0	1,595	15.5%	, (

Windlesham Parish Council

12:40

Detailed Income & Expenditure by Budget Heading 14/07/2023

Month No: 4

Cost Centre Report

		Actual Current	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>320</u>	Bagshot Staffing								
4300	Salaries	0	7,218	28,156	20,938		20,938	25.6%	
4340	Local Government Pension	0	2,283	9,683	7,400		7,400	23.6%	
4345	HMRC Payroll	0	1,954	9,049	7,095		7,095	21.6%	
	Training	0	42	720	678		678	5.8%	
	Bagshot Staffing :- Indirect Expenditure	0	11,498	47,608	36,110	0	36,110	24.2%	
	Net Expenditure		(11,498)	(47,608)	(36,110)				
325	Bagshot Administration								
1076	Precept	0	128,683	128,682	(1)			100.0%	
	Other Income	0	56	0	(56)			0.0%	
	Interest Received	0	878	1,569	691			56.0%	
	Bagshot Administration :- Income	0	129,616	130,251	635			99.5%	
4380	Elections	0	33	1,480	1,447		1,447	2.3%	
4400	Legal/HR/Recruitment Costs	0	390	2,590	2,200		2,200	15.1%	
4410	Cleaner	0	0	277	277	7 27		0.0%	
4415	Insurance	0	0	1,575	1,575	1,575		0.0%	
4420	Finance System	0	0	814	814		814	0.0%	
4425	External Finance Support	0	157	1,110	953		953	14.1%	
4430	Licences & Subscription	130	1,842	2,409	567		567	76.4%	
4435	Office Expenses	67	274	740	466		466	37.1%	
4440	ICT Costs	0	874	1,850	976		976	47.2%	
4445	Audit	0	(478)	777	1,255		1,255	(61.5%)	
4455	Telecoms & Security	0	213	680	467		467	31.4%	
4550	Office Building Costs	0	50	0	(50)		(50)	0.0%	
4600	Annual Meeting & Civic Costs	0	284	740	456		456	38.4%	
4950	Hall Hire	37	110	777	667		667	14.2%	
Ba	gshot Administration :- Indirect Expenditure	233	3,749	15,819	12,070	0	12,070	23.7%	
	Net Income over Expenditure	(233)	125,867	114,432	(11,435)				
330	Bagshot Councillors								
4435	Office Expenses	0	3	0	(3)		(3)	0.0%)
4500	Cllr Allowances, Training & Ex	(29)	2,674	10,000	7,326	245	7,081	29.2%	
	Bagshot Councillors :- Indirect Expenditure	(29)	2,677	10,000	7,323	245	7,078	29.2%	,
	Net Expenditure	29	(2,677)	(10,000)	(7,323)				

Page 2

17/07/2023

Windlesham Parish Council

Page 3

12:40

Detailed Income & Expenditure by Budget Heading 14/07/2023

Month No: 4

Cost Centre Report

	Actual	Actual Year	Current	Variance	Committed	Funds Available	% Spent	Transfer to/from EMR
	Current	To Date	Annual	Annual	Expenditure	Available		to/from EWIK
335 Bagshot Council Buildings								
4060 Maintenance	0	835	3,700	2,865		2,865	22.6%	
4525 Bagshot Chapel Building Costs	0	69	2,960	2,891		2,891	2.3%	
4550 Office Building Costs	254	1,078	2,220	1,142		1,142	48.6%	
4555 HMLD Building Costs	224	972	2,960	1,988		1,988	32.8%	
Bagshot Council Buildings :- Indirect Expenditure	478	2,954	11,840	8,886	0	8,886	24.9%	0
Net Expenditure	(478)	(2,954)	(11,840)	(8,886)				
340 Bagshot Grants								
4650 Grants	1,000	1,000	8,000	7,000		7,000	12.5%	
Bagshot Grants :- Indirect Expenditure	1,000	1,000	8,000	7,000		7,000	12.5%	0
Net Expenditure	(1,000)	(1,000)	(8,000)	(7,000)				
350 Bagshot Capital Projects								
4915 Festive Lights	0	(39)	4,725	4,764		4,764	(0.8%)	
Bagshot Capital Projects :- Indirect Expenditure	0	(39)	4,725	4,764		4,764	(0.8%)	
Net Expenditure	0	39	(4,725)	(4,764)				
355 Windlesham Field of Remembranc								
1040 Field of Remembrance Income	0	0	2,824	2,824			0.0%	
Windlesham Field of Remembranc :- Income	0		2,824	2,824			0.0%	<u> </u>
Net Income	0	0	2,824	2,824				
Grand Totals:- Income	0	129,921	133,704	3,783			97.2%	
Expenditure	6,383	53,588	157,514	103,926	55,245	48,681	69.1%	o
Net Income over Expenditure	(6,383)	76,333	(23,810)	(100,143)				
plus Transfer from EMR	0	9,968						
Movement to/(from) Gen Reserve	(6,383)	86,300						

<u>Item 11- To consider privacy screening along the school fence line</u>

Following on from the installation of the new outdoor gym equipment at School Lane Field, the Council received an e-mail of concern from the headteacher of the local Infant School with regards the proximity of the new equipment to the school fence line. The equipment is approximately 6 metres away from the fence line.

We have strived to obtain 3 quotes for 35m x 1.8m of privacy screening like the one shown below, but only one quote has been received.

Quote - £540 EX VAT

Funding- as the potential work is a result of the outdoor gym project, it is recommended that Bagshot CIL is used.

Members are asked to consider the request for work and decide if they would like to go ahead with the quote as presented.

Members are also asked to decide how they would like to fund the work.





Brand: Bonnlo

4.6 ★★★★★ 40

Bonnlo Privacy Netting Garden Screening Fence, Heavy Duty Green Fence Mesh Shade Net With 80pcs cable Ties for Yard Deck Patio Balcony $(1.8M \times 15M)$

Amazon's Choice

for "garden wall covering o...



DETAILS



• PEINFORCED EDGE AND CORNER

• 3 GROMMRTS AT CORNER













GSM

Annual warranty

From:

Sarah Wakefield

Sent:	11 July 2023 06:03	
To:	Sarah Wakefield	
Subject:	RE: Privacy screening at	School Lane Field
Hi Sarah.		
Price as follows.		
		ng to existing chainlink fence useing heavy duty cable ties
Price £540.00 Plus VAT.		
Kind Regards.		
Sent from my Galaxy		
Original message		
From: Sarah Wakefield	<sarah. @windleshampo<="" td="" wakefield=""><td>.gov.uk></td></sarah.>	.gov.uk>
Date: 04/07/2023 11:23	(GMT+00·00)	
To:		
A STATE OF THE PARTY OF THE PAR	" <operations@windleshampc.gov< td=""><td>/.uk></td></operations@windleshampc.gov<>	/.uk>
Subject: Privacy screeni	ng at School Lane Fleid	
		e for some privacy screening to cover the area which
		ne Field, Bagshot. Happy to meet on site to show you how
far we would like to cov	ver if you are free in the next week	or so?
Many thanks,		
,		
Sarah Wakefield		
Assistant Clerk		
Windlesham Parish Cou	ıncil	
The Council Offices		
The Council Offices		
The Avenue		

<u>Item 12 – Cemetery Fees and Charges Review – Bagshot Committee July 2023</u>

The Committee are asked to review the fees and charges for Bagshot Cemetery and to make a recommendation to Full Council for ratification.

Officers have carried out a price comparison of cemeteries in the local area and Members are asked to review the tables below.

Type of Interment	Fee type	WPC Price (April 2022)- Excludes digging of graves for full burials	Average	Chobham Parish Council (April 2023)- Excludes grave digging	Sunninghill & Ascot Parish Council (April 2023)- Excludes grave digging	Yateley Town Council (April 2023) Excludes grave digging	Sunningdale Parish Council (April 2023) removing grave digging fees	Sunningdale Parish Council (April 2023) Includes grave digging
Coffin at	Resident	£727.00	£471.50 excl grave digigng	£900.00	£200.00	£381.00	£405.00	£925.00
single depth	Non Resident	£1,442.00	£1,009.00 excl grave digigng	£1,590.00	£400.00	£1,143.00	£905.00	£1,425.00
Ashes in a full size	Resident	£230.00 incl grave digging	£150.63 excl grave digigng	£295.00	£100.00	£254.00	£295.00	£475.00
grave	Non Resident	£540.00 incl grave digging	£756.00 excl grave digigng	£636.00	£200.00	£762.00	£670.00	£850.00
Ashes Interred at	Resident	£230.00 incl grave digging				(Includes Deed of Grant) 1 st interment £700.00 2 nd interment £255.00		
memorial wall or version of	Non Resident	£540.00 incl grave digging				(Includes Deed of Grant) 1 st interment £2,100.00 2 nd Interment £765.00		

Memorials	Fee type	WPC Price	Average	Chobham Parish Council (April 2023)	Sunninghill & Ascot Parish Council (April 2023)	Sunningdale Parish Council (April 2023)	Yateley Town Council (April 2023)
Permission							
for memorial at							
grave plot	Resident	£200.00	£168.75	£265.00	£100.00	£120.00	£190.00
Permission	Resident	1200.00	1100./5	1205.00	1100.00	1120.00	1190.00
for							
memorial at							
grave plot	Non Resident	£200.00	£349.25	£387.00	£200.00	£240.00	£570.00
Permission							
for							
additional	Resident	5400.00	560.05	5422.00	540.00	540.00	564.00
inscription Permission	Resident	£100.00	£69.25	£133.00	£40.00	£40.00	£64.00
for							
additional							
inscription	Non Resident	£100.00	£135.75	£191.00	£80.00	£80.00	£192.00
Plaque at							
memorial							(Stone slab in
wall (with or							Memorial
without ashes)	Resident	£7E 00					Garden) £96.00
Plaque at	KESIUCIIL	£75.00					190.00
memorial							(Stone slab in
wall (with or							Memorial
without							Garden)
ashes)	Non Resident	£75.00					£288.00

Administration	Fee type	WPC Price	Chobham Parish Council (April 2023)	Sunninghill & Ascot Parish Council (April 2023)	Sunningdale Parish Council (April 2023)	Yateley Town Council (April 2023)
Burial and grave register searches	Resident	25.00/hour		£50.00	£30.00	
Burial and grave register searches	Non- Resident	25.00/hour		£100.00	£60.00	
Transfer of Exclusive Right of Burial (if not part of a current funeral)	Resident	£150.00	£150.00	£50.00		
Transfer of Exclusive Right of Burial (if not part of a current funeral)	Non- Resident	£150.00		£100.00		

Members are asked to decide if they wish to increase/amend any of the above charges.

Item 13- Cemetery Memorial Testing

Members will be aware that it is a statutory and legal requirement to test all memorials on a 5-year cycle.

Bagshot cemetery has been recently tested by a qualified Technical Officer from the Institute of Cemetery and Crematorium Management (ICCM).

Once the testing was completed, a report identifying all dangerous or unstable memorials was made available. Each memorial is classed as either-

Priority 1 - Immediate action is required to make the memorial safe or to stop the public accessing the memorial. This could be the permanent removal of the hazard or the temporary making safe of the hazard.

Priority 2 – The memorial is not an immediate danger to the public but is not fully stable and will, therefore, need to be 18 monitored every 12 months to assess any further deterioration of the memorial. The construction, material used, or position of the memorial may also qualify it as priority 2.

Priority 3 – The memorial is perfectly stable or below 625mm in height and will only need to be inspected in 5 years' time.

Following the inspection, WPC followed the ICCM guidance of contacting grave owners and placing warning notices memorial. In the case of larger memorials, it has been required to place a cordon around the grave. For those memorials where we have been unable to make contact with a grave owner, the Council have to make a decision on how to proceed.

Following the inspection at Bagshot Cemetery 37 memorials were deemed category 1 and requiring attention. Details of these memorials are in Document B.

Attempts have been made to contact the grave owners, however only 1 response was received and therefore Council is now responsible to make a decision what to do with the memorials.

At the Full Council meeting on 25th July 2023, members will decide if they wish to lay down all the Priority 1 memorials.

There are also approximately 5 memorials of historical importance. For these memorials it is recommended that the Council fix. Members are also asked to note that a structural engineers report may be required for some of the larger memorials.

Indicative costs are as follows:

To lay down £35 per memorial Total Cost for 37 memorials £1295

Fixing costs quotes are being obtained It is anticipated that repairs could be in the region of

£2-3K per memorial

Funding-

There is no provision in the Bagshot budget for this work and therefore funding will be discussed at the Full Council meeting on 25th July.

Members are asked to decide if they wish to fix the memorials of historical importance and if so, to identify those they would like to fix.

Grave	Initials	Last Name	Year	Туре	Kerbs	Material	Movement	Priority
106	E	Usher	1932	Headstone	Yes	Hard Stone	Fail	1
111	Α	Gould	1936	Headstone	Yes	Hard Stone	Fail	1
115	С	Wale	1900	Cross	Yes	Hard Stone	Fail	1
113	C	vvale	1900	01055	163	Tiald Stolle	I all	'
117	E	Spooner	1915	Obelisk	Yes	Hard Stone		1
147	S	Williams	1888	Headstone	Yes	Hard Stone	Some	1
120	S	Cordue	1819	Cross	Yes	Hard Stone	Fail	1
122	F	Pendarves	-	Cross	Yes	Hard Stone	Fail	1
123	Е	Pendarves	1897	Cross	Yes	Hard Stone	Fail	1
141	G	Frimbley	-	Cross	Yes	Hard Stone	Fail	1
142	-	-	-	Plinth	No	Hard Stone	Fail	1
154	R	Kemp	1899	Headstone	Yes	Hard Stone	Fail	1
187	M	Copstake	-	Vase Block	No	Hard Stone		1
221	E	Hickox	-	Cross	Yes	Hard Stone	Fail	1
293	Е	Waterer	1882	Obelisk	Yes	Hard Stone		1
324	W	Bacon	1905	Cross	Yes	Hard Stone	Fail	1
342	М	Lory	1935	Cross	Yes	Hard Stone	Fail	1
344	М	Charlotte	1920	Cross	Yes	Hard Stone	Fail	1
345	М	Newman	1961	Cross	No	Hard Stone	Fail	1
348	•	-	-	Headstone	No	Hard Stone	Some	1
357	K	Waterer	1920	Cross	Yes	Hard Stone	Fail	1
361	М	Rivas	1934	Headstone	Yes	Hard Stone	Fail	1
393	Е	Brundell	1935	Headstone	Yes	Hard Stone	Fail	1
394	Е	Champion	1935	Headstone	No	Hard Stone	Some	1
416	S	Slingburt	1870	Headstone	No	Hard Stone	Fail	1
433	R	Houlton	1887	Headstone	No	Hard Stone	Fail	1
526	Е	Butler	-	Cross	Yes	Hard Stone	Fail	1
533	Е	Drew	1903	Headstone	Yes	Hard Stone	Fail	1
547	E	Black	1902	Cross	Yes	Hard Stone	Fail	1
555	W	Weeden	1901	Headstone	Yes	Hard Stone	Fail	1
575	W	Harding	-	Cross	No	Hard Stone	Fail	1
589	Е	Popejoy	1887	Cross	Yes	Hard Stone	Fail	1
595	Е	Coward	1906	Cross	No	Hard Stone	Failed at Tes	
599	-	-	-	Cross	No	Metal	Fail	1
651	-	-	-	Headstone	No	Hard Stone	Fail	1
662	G	Draper	1880	Headstone	Yes	Hard Stone	Fail	1
675	S	Draper	1869	Headstone	No	Hard Stone	Fail	1
695	L	Moth	1998	Book	Yes	Hard Stone	Fail	1

Item 14- Maintenance of Holly Tree outside Bagshot Cemetery

At the April 2023 meeting, members were informed that correspondence had been received from a resident regarding the holly tree which sits outside the Bagshot Cemetery gate. It was confirmed the tree is located on an access road/driveway owned by the neighbouring house/s and its maintenance is not the responsibility of WPC and therefore not included within Greenspace contract. Members requested indicative pricing to prune the tree and a quote has been obtained for review.



Quote

Raise the crown of the holly tree to 1.8 m/2m from ground level and reduce the crown width by 0.5/0.75 m to allow suitable access for vehicles to pass without the holly tree encroaching onto the access road-£145 ex VAT

Members are asked if they would like to proceed with the quote to complete the work as described and if so, decide how they would like to fund the work.



Dear Sarah,

RE: Holly tree outside Bagshot Cemetery

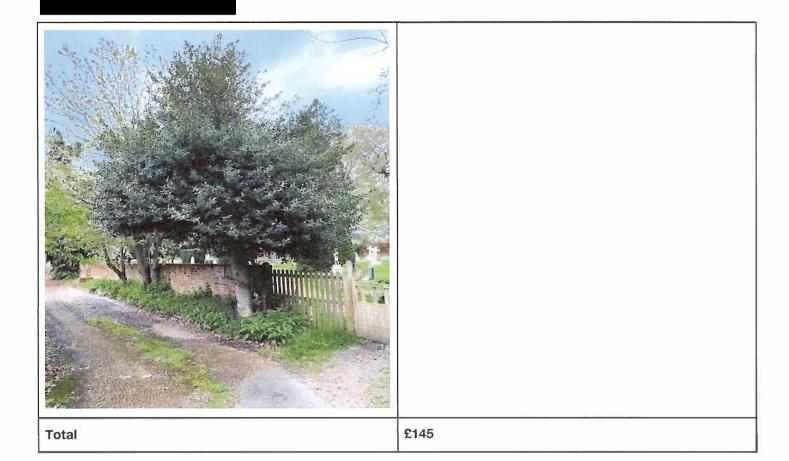
Thank you for the opportunity to provide you with a quotation for the holly tree works outside Bagshot cemetery. Our price includes the following works to be carried out:

The price for the above works to be carried out is \mathfrak{L} + VAT and is broken down as follows:

Type: Holly tree crown lift and reduction	Total Cost £ (exc. VAT)
Glendale team to attend site and raise crown of holly tree pictured to 1.8m/2m from ground level, ensuring an even finish around the base of crown.	£50
Glendale team to attend site and reduce crown width of Holly tree by 0.5m/0.75m to allow suitable access for vehicles to pass without Holly tree encroaching into vehicle access on road.	£95



DOCUMENT C



Please note this quote is valid for 30 days from date below. I look forward to hearing from you, however, if you require any clarification please do not hesitate to contact me.

Yours sincerely,



Item 15- Playgrounds

a) School Lane Field Playground- Opening Event

Following on from the completion of the refurbishment of the School Lane Field play areas, members are asked to consider an opening event.

Members are asked to-

Confirm if they would like a 'Grand Opening Event'

and if so

- Agree a date
- · Decide who they would like to 'officially' open the playground
- Decide if they would like to include any 'extra's, e.g., face painter, mascot, ice creams
- Decide how to fund any expenditure required to host the event

b) School Lane Field- equipment for older children

It was noted during the School Lane Field refurbishment consultation that the there was a need for play equipment suitable for older children and it was resolved to bring 3 quotes for a suitable slide and swing set back to the next committee meeting for review and discussion.

Quote 1-

Slide Option 1 (2.1m) £12,241.81

(including surfacing, ground works, etc)

Slide Option 2 (1.7m) £10,430.14

(including surfacing, ground works, etc)

Swing Wooden Option £6,663.86

(including surfacing, ground works, etc)

Swing Metal Option £7,108.59

(including surfacing, ground works, etc)

Total cost-£17,094.00 - £19,350.40 EX VAT (depending on combination)

Quote 2-

Slide (2.1m) £4,777.50

Swing (metal) £1,347.50

Site set up, carriage, £15,549.71

groundworks, surfacing

Total cost £21,674.74 EX VAT

Quote 3-

Slide £9,069.07

Swing (metal) £5,479.95

Site set up, carriage, £2,118.92

groundworks, surfacing

Total cost £16,667.94 EX VAT

The playground companies have indicated the best position for the equipment would be outside the fenced playground, as shown below in yellow.

It should be noted that the total area housing the slide and swing would be covered with wet pour surfacing.



Members are asked to review the quotes and decide if they would like to proceed with one as presented. Members are also asked to consider how any additional equipment would be funded.

c) Freemantle Playground

Background

Members will be aware we have received confirmation that SHBC will contribute £13,000 towards the replacement of Freemantle Road playground. As per a previous resolution (minute ref #BVC/22/016) delegated authority was given to the Clerk in conjunction with the Chair and vice chair to decide what additional equipment was required for a tender to be put out and it was confirmed this would be followed up after the pre-election period.

Following on from this, the Assistant Clerk has put together a tender document to be reviewed by members (Document B).

Members are asked to-

 review the tender document, paying attention to the items highlighted in yellow and decide if they are happy to proceed with it as presented or proceed with amendments

and if so

- decide an upper price limit for the playground
- nominate two councillors to open and evaluate the tenders alongside the Clerk and Assistant Clerk
- decide if they would like to proceed with a public consultation of the 3 highest scoring playground designs
- confirm how they would like to fund the project

Sarah Wakefield

Windlesham Parish Council

Quote 1 The Council Offices

The Avenue

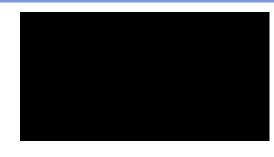
Lightwater

Surrey

GU18 5TG

4th July 2023

Dear Sarah,



Our Ref: 005032-LK-V2

Thank you for the opportunity to provide you with a quotation for the installation of a swing and slide unit at School Lane Play Area, please find the associated costs as follows;

Slide Unit Option One - 2.1m

- Supply and installation of 1no 2.1m slide unit
- Excavation of 34m2 spoil to a min depth of 170mm
- Removal and disposal of spoil
- Supply and installation of 34m2 type one stone subbase, compact stone
- Supply and installation of 34m2 black EPDM to a min depth of 70mm, in line with the critical fall height of 2.1m
- Edges of EPDM to be rolled into the ground

Subtotal: £12,241.81 VAT: £2,448.36 Total: £14,690.17













Slide Unit Option Two - 1.7m

- Supply and installation of 1no 1.7m slide unit
- Excavation of 34m2 spoil to a min depth of 160mm
- Removal and disposal of spoil
- Supply and installation of 28m2 type one stone subbase, compact stone
- Supply and installation of 28m2 black EPDM to a min depth of 60mm, in line with the critical fall height of 1.7m
- Edges of EPDM to be rolled into the ground

Subtotal: £10,430.14 VAT: £2,086.03 Total: £12,516.17









Single Bay Twin Flat Seats Option One - Timber

- Supply and installation of 1no single timber bay, twin flat seats
- 15 year timber warranty
- Excavation of 21m2 spoil to a min depth of 150mm
- Removal and disposal of spoil
- Supply and installation of 21m2 type one stone subbase, compact stone
- Supply and installation of 21m2 black EPDM to a min depth of 50mm, in line with the critical fall height of 2.1m
- Edges of EPDM to be rolled into the ground

Subtotal: £6,663.86 VAT: £1,332.77 Total: £7,996.63

**Steel feet additional £487.58 plus VAT





<u>Single Bay Twin Flat Seats Option Two – Steel</u>

- Supply and installation of 1no single steel bay, twin flat seats
- Excavation of 21m2 spoil to a min depth of 150mm
- Removal and disposal of spoil
- Supply and installation of 21m2 type one stone subbase, compact stone
- Supply and installation of 21m2 black EPDM to a min depth of 50mm, in line with the critical fall height of 2.1m
- Edges of EPDM to be rolled into the ground

Subtotal: £7,108.59 VAT: £1,421.72 Total: £8,530.31









General Notes:

- All prices shown are Pounds Sterling and fully inclusive of delivery of materials
- Quotation is valid for 14 days from date of issue
- Unless otherwise shown, all prices are exclusive of VAT at the prevailing rate
- Payment terms are 14 days from date of invoice
- Full T&Cs available upon request

We trust that the foregoing meets with your acceptance. If we can be of any further assistance, please do not hesitate to contact the undersigned.

Yours faithfully



Quote 2

Quotation

4801878 Windlesham PC Sarah Wakefield Bagshot 28 April 2023



Equipment	Qty		
2.4m high Swing with two Bumper Seats (green frame)	1	Equipment Total	£1,770.00
Change Bumper to a Large Flat Seat SWB082Z	2	Installation	£660.00
Free Standing Slide 2.1m TSL191	1	Equipment Total Installation	£6,370.00 £579.95
		Equipment sub-total	£8,140.00
	Equipment	Installation sub-total	£1,239.95
Site Setup			
Site setup, security fencing and welfare facilities for duration of the works, in compliance with current health and safety practices	or the		£707.14
		Site set-up sub-total	£707.14

Base Preparation & Groundworks	Qty	
Excavate to depth and lay 100mm of MOT type one stone in preparation to lay new surfacing	74.6	£2,974.68
Supply and install PCC edging	43.4	£1,176.79
	Groundworks sub-total	£4,151.47
Surfacing	Qty	_
Supply and install black wetpour to the following depth	s/CFH's	
40mm depth, CFH 1.3m	15.1	£1,243.92
60mm depth, CFH 1.6m	21	£1,997.47
90mm depth, CFH 2.2m	38.5	£4,134.66
	Surfacing sub-total	£7,376.05
<u>Finishing</u>		
Cart away spoil		£594.50
General re-instatement of site after completion		£660.00
Independent Post Installation Inspection		£495.00
	Additional works Sub-total	£1,749.50
	Equipment Total Equipment Discount Carriage Installation and Ancillaries	£8,140.00 £2,035.00 £325.60 £15,224.11
	Grand Total exc. VAT	£21,654.71

Despatch 8-10 weeks from receipt of order
Terms of Delivery:
Payment terms, 30 days from date of invoice upon
completion of successful credit application alternatively,
proforma payment prior to manufacture
Prices are held firm for a period of 90 days from date of quotation





Windlesham Parish Council Council Offices The Avenue Lightwater Surrey GU18 5RG

-QUOTATION-

QUOTE REF: WLLQ6893



Date: 22/03/2023 **Valid to:** 21/04/2023

Thank you for your interest in our products and services, we are pleased to present the details of our quote which you can find below.

Please note the following:

Our approximate lead time is 12 weeks upon receipt of order.

Any Installations work including painting and surfacing, are subject to weather permitting.

	Code	Description	Unit	Qty	Total
Viking Swing - 2450	0mm(8') - 1 Bay 2	Flat Seats : Black Eco-Fleck Wet Pour Into Grass		1.0	£6,447.00
	6040-103	Viking Swing - 2450mm(8') - 1 Bay 2 Flat Seats	£2,147.00	1.0	
N I I I	6040-103-INST	Installation of Viking Swing - 2450mm(8') - 1 Bay 2 Flat Seats	£638.00	1.0	
	BLKEFWP1440	Black Eco-Fleck Wet Pour 1.440m FFH - SQM	£93.00	21.5	
1	BASEWPIG	Baseworks Wet Pour Into Grass - SQM	£55.00	21.5	
	KERB	Supply & Install Concrete Pin Kerb Edging - Lin Mtr	£24.00	20.0	
High Pedestal Slide	: Black Eco-Fleck	Wet Pour Into Grass		1.0	£10,669.50
	6050-062	High Pedestal Slide	£5,075.00	1.0	
	6050-062-INST	Installation of High Pedestal Slide	£871.00	1.0	
	BLKEFWP2165	Black Eco-Fleck Wet Pour 2.165m FFH - SQM	£115.00	19.5	
	BLKEFWP1200	Black Eco-Fleck Wet Pour 1.200m FFH - SQM	£86.00	6.5	
	BASEWPIG	Baseworks Wet Pour Into Grass - SQM	£55.00	26.0	
	KERB	Supply & Install Concrete Pin Kerb Edging - Lin Mtr	£24.00	20.5	
		SubTotal			£17,116.50
		15.0% Discou	ınt		-£2,567.48
		Carriage			£433.32



QUOTE REF: WLLQ6893

Total excluding VAT

School Lane

£16,667.94

	Code	Description	Unit	Qty	Total
Site Preliminaries I	ncluding:			1.0	£1,685.60
	STORE-001	Secure Storage on/off site		1.0	
	HERAS-001	Heras Fencing Hire		1.0	
	WELFARE-PORT	Welfare Facilities - Portaloo		1.0	
	WASTEMANAG	Waste Management		1.0	

Should you require additional support please don't hesitate to contact us.

Notes: **E&oe.** Images are indicative. Colours shown are subject to change.

Document B

DRAFT

Invitation to Quote

Freemantle Playground, Bagshot

Issued By:

Windlesham Parish Council The Council Offices The Avenue Lightwater GU18 5RG

Telephone: 01276 471675

Contents:

Section 1: GENERAL CONDITIONS AND PRELIMINARIES

Section 2: DESIGN AND CONSTRUCTION REQUIREMENTS

Section 3: EVALUATION CRITERIA

Appendix A: SATELLITE PHOTOGRAPHS OF EXISTING PLAYGROUND

- * The following words are used throughout this document:
 - "Contractor" to mean the successful quote submission who will complete the construction of the project
 - "Council" to mean the representative of Windlesham Parish Council who has commissioned and is responsible for the project.
 - "Works" to mean the works described in the form of contract and shown upon or described or referred to in the contract documents.

Tender Timetable

This timetable is indicative only. The Council reserves the right to change it at its discretion.

Stage	Date(s)/Time
Issue of Invitation to Tender	4th August 2023
Site Visits with a Council Representative	14th-15th August 11am-1pm (30-minute slots by
	prior arrangement)
Deadline for clarification questions	8th September 2023
Tender Submission Deadline	29 th September 2023
Drawings Hard Copy Submission	29 th September 2023
Evaluation of Tenders- 3 quotes to go forward to	13 th October 2023
consultation phase	
Public consultation of 3 designs	23 rd -27 th October 2023
Expected Award Date	To be confirmed
Contract Commencement (guide only)	Nov-Dec 2023

SECTION 1 - GENERAL CONDITIONS & PRELIMINARIES

Project Particulars: Windlesham Parish Council is seeking Invitations to Quote from suitably qualified contractors to replace an existing playground, which is located on Freemantle Road, Bagshot, GU19 5LU

The Project: Freemantle playground is an established play facility situated in Bagshot, Surrey and is well used by children of all ages in the local area, but in particular from ages 3-10 years.

- Replacement of playground to include a new swing set, roundabout, springer, see saw and multi play unit (to include a slide)
- Installation of new wet pour safety surfacing
- Re paint and repair existing gate

Timescale for completing the Works: It is a requirement that installation of the successful scheme will be completed by no later than January 2024.

Financial Aspects of the Contract: The Council expects the total value of the contract not to exceed £26,000 (excluding VAT).

Name of Authority: Windlesham Parish Council

Address: The Council Offices, The Avenue, Lightwater, Surrey, GU18 5RG

Tel: 01276 471675

Name of Contact: Sarah Wakefield, Assistant Clerk

Address: Windlesham Parish Council, The Council Offices, The Avenue, Lightwater, Surrey, GU18 5RG

Tel: 01276 471675

Email: clerk@windleshampc.gov.uk

Quote and Contract documents:

The quotation process for this project is to be managed by Windlesham Parish Council including the quote evaluation and scheme selection.

Quotation Drawings:

NB. Contractors will be responsible for verifying any dimensions provided in this document. No responsibility will be accepted by the Council for any inaccuracies in the measurements shown on the site plan provided.

Planning Permission:

The replacement of equipment will be within the existing footprint of the playground so planning permission will not be required, the only limitation is that the height of installed equipment must not exceed 4m (and cubic capacity of 200m3).

The Site: (This section includes details of the site and existing facility)

The existing layout of the site is detailed on drawing Appendix A. The available area for the installation of new equipment will need to be measured correctly and the Contractor will be responsible for this and ensuring all design proposals correctly fit the area available.

It is the responsibility of the Contractor to undertake a topographical survey to ensure adequate knowledge of the nature of the existing ground, and its bearing capacity. On the award of the contract the successful Contractor will have been deemed to have undertaken any additional site investigations they consider necessary to complete the project. No claims will be accepted for lack of information or inaccuracies in this respect.

Disposal of spoil and arisings:

The Contractor must strictly follow relevant Government regulations and guidelines for the disposal of spoil arising from these Works and be responsible for and any cost incurred in so doing.

Access to the site:

Delivery of materials may be made across the green space. However, it will be the Contractor's responsibility to survey ground conditions & to ascertain suitability of the route. Making good any damage incurred as a result of this action will be at the Contractor's expense.

Working Hours:

The site can be accessed during daylight hours Monday to Friday between 8.00am and 5.30pm. Work outside of these hours will only be permitted by prior permission from the Council.

Car Parking:

To be agreed with the Council.

Use of site:

The site may not be used by the Contractor for any purpose other than carrying out the Works.

Subletting:

Details of any subletting associated with any part of the contract should be stated at the time of quoting. Full details of any sub-contractors must be provided along with confirmation that they will comply with all conditions of this contract and have all the relevant health, safety, insurance, and other relevant documentation.

The Contract Sum:

This a fixed price and will not be subject to any adjustments save only in respect of any provisional or prime cost items or where the Council shall have issued a written change in design instruction.

QUERIES AND RETURN OF QUOTES

The Contractor should treat details of their quotes and any subsequent contract as private and confidential.

Tender to be sent in sealed inner envelopes clearly marker: <u>"TENDER FOR WINDLESHAM PARISH COUNCIL- FREEMANTLE PLAYGROUND"</u>

Please ensure no other markings bearing your companies name are on the outside of your submission as this could mean that your bid is rejected.

The Contractor should submit 2 x laminated A1 CAD drawings (Artist impressions of how the finished project will appear), 2 x laminated A3 site plans and design information specific to this project in hard copy by 29th September 2023. Please also provide a high-resolution image of the playground which can be used as part of the consultation process.

The Authorised Contact details are as follows:

Name: Sarah Wakefield

Windlesham Parish Council

The Council Offices

The Avenue Lightwater Surrey GU18 5TG

01276 471675

No approach of any kind should be made to any other persons in connection with the quotes, and the Council may, in its sole discretion, disqualify Bidders who breach this provision.

Tender Queries

The Council is committed to a competitive procurement process in which a level playing field is maintained by the equal availability of information to all the contractors. The Council will respond to individual written requests for clarification or further information from any contractor by way of broadcast circulars to all contractors.

Contractors are encouraged to ensure that they have all the information they deem necessary to compile and submit a clear, concise, comprehensive, and detailed bid. All requests for clarification or further information should be emailed to clerk@windleshampc.gov.uk.

The Council will not guarantee that any requests for clarifying information made within three (3) working days prior to the deadline for receipt of tenders will be answered.

Please note that queries cannot be accepted verbally, nor will any queries be answered verbally.

FREEDOM OF INFORMATION

As part of our duty under the Act, when a Freedom of Information request is received, we may have to disclose information that forms part of your PQQ, tender, quote, bid or associated documentation unless an exemption applies as defined by the Act.

There are, for example, exemptions:

- against disclosing information where that would constitute an actionable breach of confidence
- against disclosing trade secrets
- against disclosing information likely to prejudice any person's commercial interests (and this includes the Council's commercial interests).

The Council will be mindful of the potential commercial risks to you as a prospective supplier and will comply with its obligations of confidentiality where they arise, subject to its legal obligations.

If you consider that any of the information you submit to the Council should not be disclosed because of its sensitivity, then this should be stated with the reason for believing it to be exempt in accordance with the Act. The Council will then, in future, seek to consult with you in considering any Freedom of Information request received, before replying to the request within the mandatory timescales.

It should be noted, however, that disclosure is assumed to be required under the law unless an exemption under the Act can be applied and, subject to the enforcement role of the Information Commissioned, the Council has to make a judgment as to the applicability of any exemption on the basis of all the facts in its possession, including its assessment as to whether there is a public interest in such disclosure.

Provision, Content and Use of Documents

Drawing/literature:

The Contractor should supply 2 x laminated A1 CAD drawings (artist impressions of how the finished project will appear), 2 x laminated A3 site plans and design information specific to this project.

Please also provide a high-resolution image of the playground which can be used as part of the consultation process. Technical literature relating to the materials and equipment to be used should be supplied with the quotation document along with the relevant maintenance instructions, guarantees and work defect maintenance period.

Management of the project:

The Contractor shall allow for all necessary site administration and supervision for the proper execution of the Works. Prior to commencing the Works on site the Contractor shall confirm to the Council the name of the person in charge of the site.

Insurance:

The Contractor shall ensure that the Works and the site are properly protected and secured at all times, including any Works outside the site boundary, and that the Council is indemnified against any claim for loss, damage, theft or the like.

Statutory Regulations:

The Contractor shall allow for complying with any such regulations or requirements concerning pedestrian or vehicular traffic control, the loading and unloading of or waiting by vehicles on the public highway, site ingress and egress, safety precautions and other matters affecting the Works.

Planning Consent & Building Regulations Approval:

The Contractor is to allow for any necessary liaisons with the relevant planning authority, and for complying with any requirements of the planning authority, as advised by the Council at the time of quoting.

Method Statement:

The Contractor shall provide, at the time of quoting, a statement describing their proposed general and detailed arrangements and methods for carrying out the Works.

The Method Statement should include the following:

- How all stages of the Works will be executed
- Procedures to ensure the specified parameters are obtained
- The appropriate climatic conditions in which the safer surfacing can be laid
- The appropriate Health and Safety requirements e.g. Risk & COSHH Assessments including Covid-19 risk assessments for all staff working on the project.
- Indicate areas of work that will be sub-contracted and detail the company(s) that will be employed and subsequently be rejected if they decide that the quality has in any way deteriorated.

The Contractor shall, at their own expense, remove and replace all rejected materials, or correct any intermediate work stage shown to be outside specification. Any delays consequential upon the rejection of any sample or work stage:

- Shall not in any way relieve the Contractor from their responsibility with regard to completion within the contract period
- Will not be considered as grounds for extension of time
- Will be at the expense of the Contractor

Quality of materials and workmanship

Proposals for rectification of defective work/Products:

Where and to the extent that materials, products and workmanship are not fully specified they are to be:

- Suitable for the purposes of the Works stated in or reasonably to be inferred from the contract documents.
- In accordance with good building and/or engineering practice, including the relevant provisions of current British and European Standards.

General responsibilities:

The Contractor will be responsible for:

- Checking compliance of documents and quality of workmanship
- Protection of products

- Suitability of related work and conditions, water for the Works etc
- Procedure for approval of products and provision of samples, and samples of finished work
- Accuracy and setting out, critical dimensions, record drawings, etc
- Services regulations, services runs, mechanical and electrical services
- Work at or after completion
- Security at completion
- Making good defects, arrangements for access, timetable for schedule of repairs including identification of priorities
- Maintenance instructions and guarantees

Security/Safety/Protection:

The Construction Phase Health and Safety plan must be submitted to the Council, not less than 2-weeks before the proposed date for start of the construction work for approval and must include relevant procedures and arrangement required by the CDM Regulations.

Trespass and Nuisance:

All reasonable means shall be used to avoid inconveniencing adjoining owners and occupiers. No persons employed on the Works shall be allowed to trespass on adjoining properties. The Contractor shall indemnify the Council against any claims or action for damage on account of any trespass or other misconduct of the Contractors' employees.

Site Security and Temporary Fencing:

The Contractor shall provide all temporary and permanent fencing as necessary to ensure the Works remain protected from all unauthorised entry. The Contractor must provide for situating their temporary buildings and the storing of materials etc. within the site boundaries. The site is to be maintained in a secure state at all times until completion at which time, all temporary fencing, building materials and equipment is to be removed and all Works made good. The site is also to be left in a safe and tidy state at the end of each working day.

Control of Noise and Pollution:

The attention of the Contractor is drawn to the provision of Section 60 of the Control of Pollution Act 1974 with references to the control of noise in relation to any construction Works, and must comply therewith. The Contractor is recommended to confer with the local Chief Environmental Officer in relation to proposed method of construction and noise level.

Safety, Health and Welfare of Work people:

The Contractor shall allow for providing and maintaining all welfare and safety measures to a standard not inferior to that laid down in statutory instruments, rules and orders and subsequent amendments thereto for all workmen employed on the site including the employees of subcontractors ensuring all Government guidance is being followed in respect of Covid-19

Sanitary accommodation for workpeople and staff:

There are no toilet facilities on site at Freemantle Road so provision will need to be made at this site.

The Contractors' attention is particularly drawn to their obligations under the Health and Safety at Work Act etc., 1974.

Maintenance of Roads, public paths, etc: The Contractor shall maintain all public and private roads, footpaths, paved areas, boundary walls and fences on or adjacent to the site in their present condition and on completion, make good any damage arising from the Works and reinstate to the satisfaction of the Council.

Damage to existing property, roads etc:

The Contractor is to make good any damage caused to any land, public and private roads, footpaths, services under, kerbs, paved areas, boundary walls, and fences etc. by his own and by subcontractors and suppliers plant, transport and activities, at his own expense or pay the cost and charges in connection therewith.

Storage of Materials:

No storage of materials will be allowed on the adjoining roads or pavements.

Keeping Roads, etc. Clean:

The Contractor shall keep any public, private and existing roads, drains, footpaths and paving on or adjacent the site or used by traffic entering or leaving the site in a clean and unobstructed and safe state to the satisfaction of the Council, the Police and the Local Authority. The Contractor shall use all means to prevent mud or rubbish of any kind being carried on to such roads, footpaths and paving, by vehicles being used to carry out the Works to the reasonable satisfaction of the Council. Where, however, in spite of such precautions, mud or rubbish is carried on to the roads, footpaths or paving, the Contractor shall immediately clean up such mud or rubbish at his own expense by scraping, brushing, shovelling and removing to tip. Special attention must be given to prevent mud becoming embedded in the road and footpath surfaces.

Removing Rubbish etc. and Cleaning Works on Completion:

The Contractor shall allow for removing all rubbish, protective casings, coverings and debris from the site. No fires or burning of waste material is allowed on site.

Surrounding vegetation:

Care should be taken not to cause damage to trees, shrubs grass etc and any damage caused as a result of the Works will be rectified at the Contractors expense. Please note that limitations on the work area maybe invoked by the ecological survey work.

Limitations of Working Space:

The Contractors operations required to carry out the Works shall be executed carefully so as to cause minimum nuisance and inconvenience to the users of adjoining facilities.

Facilities/Temporary Work/Services:

Site Access and Temporary Roads, Hard Standings etc: The Contractor shall allow for forming a suitable site access to allow the Works to be undertaken during the agreed contract period. This shall include providing all temporary roads, hard standings, crossings and the like necessary for carrying out the whole of the Works. On completion of the Works the Contractor shall remove any temporary haul roads and fully reinstate access way and other disturbed areas.

Temporary Accommodation for use by the Contractor: The Contractor shall allow for providing and maintaining all necessary temporary services and offices or storage for materials for his own requirements.

No offices, stores or temporary buildings shall be erected on site without first obtaining the consent of the Council as to the position in which they are to be erected. Temporary water, lighting and power supplies to be arranged by the Contractor.

The Contractor shall allow for providing all of the following for the completion of the Works.

- Site accommodation including welfare facilities
- Power and Lighting
- Water
- Health and Safety including the Operations and Maintenance Manual
- Administration costs including telephone
- Cleaning
- Drying out
- Protection of work
- Security
- Testing
- Temporary works
- Tools and Plant
- Work/Products By/On behalf of the Council

SECTION 2 - DESIGN & CONSTRUCTION REQUIREMENTS

Preparing the site:

The Contractor must strictly follow relevant Government regulations and guidelines for the disposal of the existing equipment and will be responsible for any costs incurred in doing so.

PLAY AREA

It is a requirement that at least 25% of any new items of play equipment are 'all inclusive' (suitable for use by both disabled and able-bodied children alike) in line with current DDA legislation. They should also be aimed at the same age group as the existing equipment, for use by children up to the age of 10-years old. The choice of new equipment should offer good play value and if using wooden materials, steel feet should be included.

All equipment should be in keeping with the surrounding environment and to be certified to the European Standard EN1176 and safety surfacing should be certified to EN1177. All steelwork should be guaranteed for in excess of 20 years and safety surfacing for in excess of 5 years.

The existing play equipment needs to be removed and disposed of in accordance with safety standards.

Fencing, gates and barriers:

existing fencing and gate are to be re painted.

Safer-surfacing:

We would be looking for wet pour to be installed.

Security Fencing and Signage:

Your quote must include the cost of security fencing and signage onsite whilst the works are undertaken. A written agreement detailing the Contractors' responsibilities for the playground whilst it is out of commission will be required at the time of quote submission. Responsibility for the site will remain with the Contractor until the installation has been 'signed off' as fit for access by the general public following a satisfactory inspection by an officer of Surrey Heath Borough Council.

A full independent RoSPA post inspection of the play area is to be included within the quotation.

Reinstatement of Site:

The Contractor shall leave the site in a clean and tidy condition. All damage caused to surrounding areas and surfaces shall be reinstated in full to the satisfaction of the Council. All hard areas shall be reinstated using similar materials to the existing, and to the satisfaction of the Council.

SECTION 3 – EVALUATION CRITERIA

Table 2: Award Criteria

Technical Questionnaire

Please ensure a 750 word limit per question is adhered to.

3.1 Award Criteria & Marking Scale

- 3.1.1 In evaluating the tenders, the Council is seeking the *Most Economically Advantageous Tender*, while the Council reserves the right to accept the whole or any part of any Tender submitted.
- 3.1.2 Tenders shall be evaluated according to the prescribed weighting below:

Criteria	Weighting
Price	40%
Quality	60%

No.	PRICE QUESTIONS	Total Questions	Max Points
1	Price	1	5

Notes/Scoring Criteria: This Section will carry 40% weighting of the award criteria.

For example if the price element is worth 40%:

- Lowest Price (A)
- Higher Price (B) x 40%
- A = 10000
- $B = 14000 \times 40\% = B$'s score is 28.5%
- Price broken down for key component parts that are purchased from the provider together with confirmation of the length of time that the prices will be held for.
- Annual estimated maintenance costs for all equipment;

No.	QUALITY QUESTIONS	Total	Max Points
		Questions	
1	Play Value	1	5

Notes/Scoring Criteria: This Section will carry 30% weighting of the non-financial award criteria.

Word Limit: 500 max words per site.

Please provide a detailed method statement on how your design will provide high Play Value.

Your answer must include/consider but is not limited to the following:

- Understanding the brief given by the Council
- How many children can play on each structure
- Allow for change and evolution Room for additions, adaptations or extensions in the future

Social Play

• Create equipment that many children from difference interest groups, age ranges and ability levels can access at once

Physical Play

• Fitness / physical activity impact – a variety of equipment suitable to children of all ages

Inspire Sensory Play

• Create dynamic sensory experiences e.g. exciting sounds, colour schemes, complex surfaces

L				
	2	Maintenance and Warranty	1	5

Notes/Scoring Criteria: This Section will carry 20% weighting of the non-financial award criteria.

Please provide an indicative 5 year maintenance and repair schedule

Your answer must include/consider but is not limited to the following:

- Prices for key component parts that are purchased from the provider together with confirmation of the length of time that the prices will be held for;
- Annual estimated maintenance costs for all equipment;
- Length of guarantees & warranties for all equipment within your submission;
- Durability of parts and materials;
- Response times in supplying and delivering replacement parts during both the defects correction period and for the life of the product.

3 Programme of Works 1 5

Notes/Scoring Criteria: This Section will carry 5% weighting of the non-financial award criteria.

Please provide a detailed programme of works for the site.

Your programme should highlight any potential delays and risks and the suggested mitigation.

You should also include how you will efficiently performance manage your construction team and sub-contractors to ensure smooth and timely project delivery.

4	Designs and Presentations	1	5

Notes/Scoring Criteria: This Section will carry 5% weighting of the non-financial award criteria.

Please provide the following for each site:

- 2 x A1 CAD/3D drawing for consultation purposes.
- 2 x Ariel drawing. This drawing should consider the play site in the wider park space.
- 1 x high resolution image of the proposal which will be used on our website as part of the consultation process
- A clear written quotation specific to the site. The quote should itemise each aspect of the designs.

		Consultation Phase			
--	--	--------------------	--	--	--

Notes/Scoring Criteria: This Section will determined via public consultation

The final decision will be made in consultation with the following parties

- Council Members
- General Public

Table 3: Requested Documents

Question Group	Notes/Scoring Criteria
Completed Pricing Schedule	Completed pricing information. To be uploaded as an attachment 1_Pricing Schedule.
Play Value	Method Statement. To be uploaded as an attachment 2_Play Value.
Maintenance and Warranty	Maintenance & Repair Schedule. To be uploaded as an attachment 3_Maintenance and Warranty
Programme of Works	Completed Programme of Works. To be uploaded as an attachment 4_ Programme of Works.
Designs and Presentations	CAD and Ariel Drawings. To be uploaded as an attachment 5_Designs.

- 3.1.3 The Council reserves the right to issue additional documentation at any time during the tendering process to clarify any issue or amend any aspect of the competition. All such further documentation that may be issued shall be deemed to form part of the competition and shall supplement and/or supersede any part of the competition to the extent indicated.
- 3.1.4 Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 3.1.5 Under the Contract, the Council will require compliance with its policies. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender. Where additions or amendments are made to the clauses included in the Supply of Services Agreement and are issued during the tendering process they shall supplement and/or supersede previous versions.
- 3.1.6 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
- 3.1.7 Tenders must be completed in the English language or a full English translation provided at no cost to the Council.
- 3.1.8 In completing Tender submissions and/or requesting clarification, Bidders must refer back to the numbering format as set out in the Technical Specification.
- 3.1.9 Only one tender is permitted from each bidder. In the event that more than one is submitted by a bidder, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 3.1.10 The submission will be checked for completeness and compliance before responses are evaluated.
- 3.1.11 The tender (including price) should remain valid for a minimum period of 90 days and should not be qualified in any way.
- 3.1.12 Any signatures must be made by a person who is authorised to commit the bidder to the contract.
- 3.1.13 This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers
- 3.1.14 The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process or for any other costs incurred by those tendering for this contract.
- 3.1.15 Any contract award will be conditional on the contract being approved in accordance with the Council's internal procedures and the Council being generally able to proceed and will allow the statutory standstill period of a minimum of 10 calendar days to elapse before sending confirmation of contract award to the successful bidder.

3.1.16 You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

3.2 Contract Requirements

- 3.2.1 The technical specification details the required service level agreements, key performance indicators and overall Council requirement. The bidder shall be required to confirm their ability to meet the technical specification.
- 3.2.2 The bidder shall be expected to agree to the contract terms and conditions prior to contract commencement.
- 3.2.3 The bidder's terms of business will not be accepted in lieu of or in addition to the contract Conditions.

3.3 Commercial Requirements

- 3.3.1 Bidders must complete the pricing schedule to provide all of the obligations under the contract.
- 3.3.2 All Prices shall be stated in pounds sterling and exclusive of VAT.
- 3.3.3 Bidders must ensure they have read and understood the specific conditions relating to the tender detailed within the pricing schedule.
- 3.3.4 Demand for the design and installation of leisure facilities may decrease or increase during the tender activity and the Council's circumstances may change. The Council does not guarantee any volume of business to the supplier.

3.4 Tender Clarification and Site Visits

- 3.4.1 All queries relating to content of this tender should be e-mailed to clerk@windleshampc.gov.uk. All communication with the Council must be made by the bidder's representative, quoting in the message heading the specific **section** and **question number** for which you require information or clarification.
- 3.4.2 Site visits can be undertaken between 14th-15th August 2023 11am-1pm. Please contact Sarah Wakefield on 01276 471675 or by e-mail <u>sarah.wakefield@windleshampc.gov.uk</u> to arrange.

Quality & Sustainability Evaluation

3.4.3 Quality will be measured upon evaluation of bidders' responses to the quality questionnaire. Each question in the quality questionnaire is marked using the following scores:

Scoring - Quality & Sustainability Criteria	
Rating of Response	Score
Very Good or Fully Compliant Submission which meets all requirements and is fully explained in comprehensive detail. Clearly includes all the information requested and instils full confidence that the Tenderer has the ability to fully meet the requirements of the contract.	5
Good or Fully Compliant Submission which meets all the requirements and is explained in reasonable detail. Includes all the information requested and instils reasonable confidence that the Tenderer has the ability to fully meet the requirements of the contract.	4
Satisfactory or Compliant Submission which meets the essential requirements and is explained in adequate detail. Although brief or lacking some detail, all the information requested has been supplied and the Council is relatively confident that the Tenderer has the ability to meet the requirements of the contract.	3
Weak or Partially Compliant (Minor issues) Submission which in some areas falls short of requirements and is poorly explained. Not all of the information requested has been supplied and The Council has minor concerns regarding the Tenderers ability to meet the requirements of the contract.	2
Unacceptable or Non Compliant (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and the Council has major concerns regarding the Tenderers ability to meet the requirements of the contract.	1
An answer to the question has not been provided or the Tenderer has not understood the requirements of the question and therefore the answer provided does not address the question. Note that in some instances, not responding to a question may result in your Tender being rejected and a fail mark awarded. Such questions will be identified within the Tender documents.	0

- 3.4.4 Quality scores will be calculated by dividing the score for each quality question by the maximum quality score of 5 multiplied by the percentage weighting. The weighted scores will be totalled for each bid.
- 3.4.5 Any bidder who achieves an 'Unacceptable' score of '0' for any of the questions will be deemed to have failed to meet the Council's minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.
- 3.4.6 Any bidder who does not achieve a minimum quality score of 1 or greater, will be deemed to have failed to meet the Council's minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.

CERTIFICATE THAT THE QUOTATION IS A BONA FIDE QUOTATION

In recognition of the principle that the essence of selective bidding is that Windlesham Parish Council shall receive bona fide competitive quotes from all those bidding

WE CERTIFY THAT:

- 1. The quote submitted herewith is a bona fide quotation, intended to be competitive.
- 2. We have not fixed or adjusted the amount of the quote under or in accordance with any agreement or arrangement with any other person.
- 3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the quote any of the following acts:
 - (a) communicate to a person other than the person calling for this quote the amount or approximate amount of the proposed quote (except where the disclosure, in confidence, of the approximate amount of the quote was essential to obtain insurance premium quotations required for the preparation of the quote);
 - (b) enter into any agreement with any other person that he/she shall refrain from quoting or as to the amount of any quote to be submitted;
 - (c) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender/quote or proposed tender/quote any act or thing of the sort described above.

In this certificate:

- 1. "person" includes any person and anybody or association corporate or incorporate.
- 2. "any agreement or arrangements" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

DATED this	day of	2021
SIGNED (as in quotation)		
duly authorised to sign for an	d on behalf of	
Name		
Designation		
Designation		

FORMAL DECLARATION OF OFFER

Quotation for: Freemantle Playground

I (Note: Insert Name) certify that I am a person duly authorised to sign quotes for and on behalf of:

Company Name: (Note: Insert Name of Company)

and having read the quotation documents, offer to supply the goods as specified in the Invitation to Quote.

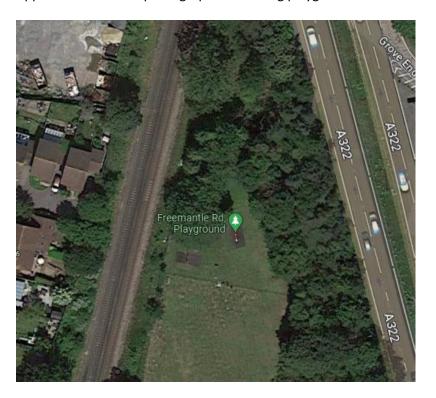
- Under the terms and conditions included in the Invitation to Quote documents;
- In accordance with the specification stated in the Invitation to Quote documents;
- At the price (or prices) and at the delivery time (or times) or by the completion date quoted.

It is confirmed that all and any information which Windlesham Parish Council may request from this Company will be provided by the Company within 30 days from the date of the request.

Our offer is valid for (Note: Insert number of days) unless this period is extended by mutual agreement.

Authorised Signatory:	
Name in (block letters):	
Address:	
Position in Company:	
Telephone Number:	
Fax Number:	
E-mail:	
For and on behalf of:	
Company's Name:	
Address:	
Company's Registration Number:	
Date:	

Appendix A- Satellite photographs of existing playground





Item 16- Traffic and Infrastructure

a) Update from Traffic & Infrastructure Working Party Group

The Traffic and Infrastructure Working Group met on 1st July and the minutes of this meeting can be found below:

Bagshot Traffic Task Group Informal Meeting Minutes held at The Kings Arms, High Street, Bagshot- Saturday 1st July, 2023 at 11.00 am

Present: Carol Wilkins, Neil Wilkins, Nick Dorrington, Cllr. Valerie White, Rob Taylor, Claire Davies, Cllr. Andrew Willgoss, Suneeta Luthra, Cllr. Pat Lewis, Cllr. Mark Gordon, Cllr. Richard Tear

It was agreed that although this was an informal meeting, we would elect a chairman and adopt the Terms of Reference. Valerie White proposed Andrew Willgoss as Chairman and was seconded by Nick Dorrington. Terms of Reference adopted unanimously.

Richard Tear advised that to get anything done in any of the villages the money had to be committed first. This did not mean we could not have a wish/shopping list. Andrew Willgoss asked for a table of possible costs for our 'wish/shopping list'. There is a £3 million pot at County that if we could match fund Richard Tear would have a better chance of accessing these funds. We would need to get monies committed from the Bagshot Committee CIL budget. This would have to be discussed at the next committee meeting on 1st August 2023.

The wish list consisted of traffic calming, pelican crossing on Guildford Road, reintroducing Community Speed Watch, removing HGV's from accessing Guildford Road via A322, conduct surveys throughout the village, ANPR system.

To achieve any of the above it was suggested the committee produce a business plan. This would include Data Collection. Claire Davies asked Richard Tear if we could gain access to any data already collected for the village. Various surveys were suggested, and Claire Davies asked if we conducted our own surveys would they be credible or should they be conducted by professionals to carry any weight.

Andrew Willgoss advised that a lot of what we want for our village is already included in SCC's Transport Plan.

It has long been a wish to slow down the traffic in the whole village. Richard Tear advised that there is a move within SCC to reduce speed in all villages, districts and town centres. SCC wants to introduce a Zero Policy on road deaths. It stands at 30% now. The group were advised that the consultation on 30 mph on London Road through Bagshot had been completed and the changes should take place soon.

It was agreed that the next meeting will take place on Thursday 3rd August 2023 at 7.00 pm in St. Annes Parish Hall, A30 end of Church Road.

The meeting ended at 12.20pm

b) Re approval of Working Party Group

The Traffic & Infrastructure Working Group was formed on the 18th April 2023 and includes members- Nick Dorrington, Chris Seaton, Rob Taylor, Colin Manley, Carol Wilkins, Neil Wilkins, Suneeta Luthra, Clare Davies and all BVC Councillors, with Cllr Willgoss voted in as Chair.

Members are asked to re approve the membership of the group.

c) Potential traffic schemes in Bagshot

At a Bagshot Committee meeting in March 2023, it was agreed to request 3 quotes from SCC to include raised tables across the existing crossings with improved signage and anti-skid and the re painting of the 20 mph road markings on the high street. It was subsequently confirmed by SCC that it would not be possible to present the costs in this way due to the topography of the road in question.

However, Cllr Tear has made a bid for part of a bigger Inter Traffic Scheme pot for traffic calming in Guildford Road and has confirmed if a financial commitment from Parish was demonstrated, the scheme would have a better chance of success. The bid for funds will come forward in 2024/25.

Members are asked to decide to decide if they would like to commit a sum of money from Bagshot CIL to put towards the scheme should the bid be successful.

Item 17- Grant and CIL funding applications

a) Bagshot Business Association

The Committee has received a grant application from Bagshot Business Association requesting £1000 to help fund the annual Bagshot Big Bash Halloween event

Members are asked to decide if they wish to award the grant for the above purposes.

b) To consider a grant application from Bagshot WI

The Committee has received a grant application from Bagshot WI requesting £150 to refresh and replace plants, as necessary in the WI Millennium Planter in Bagshot Square.

Members are asked to decide if they wish to award the grant for the above purposes.

c) To consider a CIL funding application from Earlswood Park Management Association The Committee has received a CIL application from Earlswood requesting up to £50,000 to renew the playpark at Gomer Road.

Members are asked to decide if they wish to award CIL funding for the above purposes.



WINDLESHAM PARISH COUNCIL

GRANT APPLICATION FORM GRANTS £500-£1000

Please complete all details in BLOCK CAPITALS

Please Indicate which village Bagshot Li	fund you wish to apply to: ightwater Windlesham	
Name of Organisation	BAGSHOT BUSINESS ASSOCIATION	
Registered Charity Number (if applicable)	NA	
Contact Name		
Position within the	SECRETARY	
organisation		
Telephone number		
Address of organisation		
Postcode	GU18 5UP	
Email address		
For what purpose/project is the grant requested?	THE BAGSHOT BIG BASH HALLOWEEN	ANNIJAI EVENT
What is the evidence/need		_
for the purpose/project?	THIS IS A WELL SUPPORTED COMMUNITY VILLAGES AND WIDER AFIELD. IT ALSO BE	
	THE HIGH STREET BRINGING GREATER A	
	BAGSHOT HAS TO OFFER. KEEPING OUR	
	EXTREMEMLY IMPORTANT TO EVERYONE	
	BIT THROUGH EVENTS SUCH AS THESE.	
-	2 2000	
Total cost of purpose/project	£ 3000	
Amount of grant requested:	£ 1000	
Total number of users of your	· organisation	30
	nt in Windlesham Parish who will directly bene	fit All residents potentiall
·	ntenance or refurbishment of a community y the number of years left on the lease	
Supporting documentation to	be submitted with the grant application:	
A copy of the written constitutio	n 🗵	

I confirm that the above organisation has read and will conform with Windlesham Parish

Council's Equality and Diversity Policy.

Yes	X	No 🗆
168	ш	100 ∟

Statement of understanding: I have read and understood Windlesham Parish Council's Grant Awarding Policy and if our organisation's application is successful we agree to abide by the conditions:

Signed				
Position in organisation	Secretary	Date	28/6/23	

NB. If your bid is successful, you will need a bank account in the name of your organisation. If you have any queries, please contact clerk@windleshampc.gov.uk.

The completed form should be returned to The Clerk to Windlesham Parish Council,

The Council Office, The Avenue, Lightwater, GU18 5RG or to one of the Parish Councillors.

For official use

Date Received	
Date of Council meeting	
Council decision	Fund / Fund in part / Reject
Amount to be funded	£
Date of notification of decision	
Minute number	

BAGSHOT BUSINESS ASSOCIATION – Minutes of Meeting Held on Wednesday 15th April at The Village Cafe starting 6:30pm

Bagshot Business Association Constitution

- 1) The name of the group shall be called "Bagshot Business Association", hereafter referred to as the Group.
- 2) The objects of the Group shall be:

To come together to help promote Bagshot as a good village to visit for shopping and business opportunities. To foster community spirit and encourage civic pride

3) In furtherance of the objects, but not otherwise, the Committee may exercise the power to:

Invite and receive contributions and raise funds, where appropriate, to finance the events for the village to encourage more people into the village, and to open a bank account to manage such funds.

Publicise and promote the work of the Group and organise meetings.

Work with groups of a similar nature and exchange information, advice and knowledge with them, including cooperation with other voluntary bodies, charities, statutory and non-statutory organisations.

Take any form of action that is lawful, which is necessary to achieve the objects of the Group

4) Membership will be open to all business' in the area Where it is considered membership would be detrimental to the aims and activities of the Group, the Committee shall have the power to refuse membership, or may terminate or suspend the membership of any member by resolution passed at a meeting.

An annual fee will be charge with benefits to the members.

Any member of the association may resign their membership either in writing to the Secretary or by email.

5) The Committee shall be made up from nominated members and will consist of:

The Chairperson
Vice Chairperson
Treasurer
Secretary
Membership Secretary

Sub groups made up from volunteered or nominated members to run different events.



<u>BAGSHOT BUSINESS ASSOCIATION – Minutes of Meeting</u> <u>Held on Wednesday 15th April at The Village Cafe starting 6:30pm</u>

- 6) Committee members to be elected every year at the AGM
- 7) Main meetings to be held approx every 2 months with more regular meeting if necessary by smaller organising groups

Date of next meeting to be arranged at the time of current meeting with reminders going out a week/ a day before and on the day.

There needs to be at least 6? members present to hold a meeting

All paid up members can vote by a show of hands

Should any member wish to call an extra meeting this should go through the Chairperson, Vice Chairperson or the Secretary

It shall be the responsibility of the Chairperson to chair all meetings or a designated deputy in their absence. All meetings must be minuted and accessible to interested parties.

The AGM shall take place no later than three months after the end of the financial year. At least 14 days notice must be given before the meeting takes place.

All members are entitled to vote at the AGM. Voting shall be made by a show of hands on a majority basis. In the case of a tied vote, the Chairperson or an appointed deputy shall make the final decision.

8) Any money acquired by the Group, including donations, contributions and bequests, shall be paid into an account operated by the Committee in the name of the Group and for no other purpose.

Bank account shall be opened in the name of the Group. Any deeds, cheques etc relating to the Group's bank account shall be signed by at least 2 of the following committee members – Treasurer / Chairperson / vice Chairperson / Secretary.

Any income/expenditure shall be the responsibility of the Treasurer who will be accountable to ensure funds are utilised effectively and that the Group stays within budget. Official accounts shall be maintained, and will be examined annually by an independent accountant who is not a member of the Group. An annual financial report shall be presented at the AGM. The Group's accounting year shall run from 1^{st} April to 31^{st} March.

9) Any changes to this constitution must be agreed by a majority vote at a special general meeting.

Amendments to this constitution or dissolution of the Group must be conveyed to the Secretary formally in writing. The Secretary and other officers shall then decide on the date of a special general meeting to discuss such proposals, giving members at least 28 days notice.



BAGSHOT BUSINESS ASSOCIATION – Minutes of Meeting Held on Wednesday 15th April at The Village Cafe starting 6:30pm

10) The Group may be dissolved if deemed necessary by the members in a majority vote at a special meeting. Any assets or remaining funds after debts have been paid shall be returned to their providers or transferred to local charities or similar groups at the discretion of the Committee.

This constitution was adopted at the BBA meeting on Wednesday 15th April 2015

Signed: Chairperson

Signed: Vice Chairperson

Signed: Treasurer Signed: Secretary Signed: Member





WINDLESHAM PARISH COUNCIL

APPLICATION FORM

GRANT UNDER £500

Please complete all details in BLOCK CAPITALS

Please Indicate which village fund you wish to apply to:			
Bagshot	Lightwater		Windlesham □
Name of Organisation/Grou	р		WINDLESHAM WOMEN'S INSTITUTE
Contact Name			EILEEN HODDER
Position within the organisa	tion/group		SECRETARY
Telephone number			
Address of organisation/gro	up		
Postcode			GU20 6HT
Email address			
For what purpose/project is requested? What is the evidence/need purpose/project?	_		To refresh the compost and replace plants, as necessary, in the WI Millennium Planter in Bagshot Square. The planter is in a prominent position and visually improves the centre of the village whilst giving passers-by pleasure. However, it has suffered in the wet spring and very dry June. NB The WI understands that the council is responsible for watering the planter.
Total cost of purpose/project			£150.00
Amount of grant requested:			£150.00
Grant Awarding Policy and if conditions:	our application	on is	nderstood Windlesham Parish Council's successful, we agree to abide by the
Signed			

Position in organisationSECRETARY
Date6 th July 2023
Name of Councillor supporting your application Ms.Valerie White
Supporting Councillors Signature

NB. If your bid is successful you will need a nominated bank account to receive the funds. If you have any queries please contact clerk@windleshampc.gov.uk.

The completed form should be returned to The Clerk to Windlesham Parish Council,

The Council Office, The Avenue, Lightwater, GU18 5RG or to one of the Parish Councillors.

For official use

Date Received	
Date of Council meeting	
Council decision	Fund / Fund in part / Reject
Amount to be funded	£
Date of notification of decision	
Minute number	



WINDLESHAM PARISH COUNCIL

COMMUNITY INFRASTRUCTURE LEVY FUNDING APPLICATION FORM GRANTS OVER £1000

Please complete all details in BLOCK CAPITALS

Please Indicate which village fund you wish to apply to:			
Bagshot		Lightwater \square	Windlesham

Name of Organisation	Earlswood Park Management Company
Registered Charity Number (if applicable)	N/A
Contact Name	Darren Cooke
Position within the organisation	Director
Telephone number	
Address of organisation	
Postcode	GU51 4DA
Email address	
Total cost of purpose/project	£125,000
Amount of grant requested	Up to £50,000
Detail grants received (or applied for but not yet determined) from other sources:	We are in the process of investigating the SCC Your Fund, specifically with regards to community project eligibility. With regards to playground funding, the FAQs for the Your Fund initially point the applicant in the direction of their Borough/Parish for consultation.

What are your organisation's To maintain and where possible enhance the outdoor living space for the residents of Earlswood Park. obiectives? This is achieved by maintaining the grounds and environment to a high standard, within the overall budget of the management charge, that is placed upon the residents of the development by the management company. This charge is in addition to the residents Council Tax and covers namely the grounds maintenance and play park upkeep. The playparks are accessible to all, so improvements that we make feed through to the wider Bagshot community. Replacing old equipment that is of limited play value with modern For what purpose / project is the grant requested, and what is the child focused equipment. This will offer a site with more play values, that would better cater to children's development needs evidence-based need for the (interaction, role play, fine motor skills, balance, cognitive grant? problem solving etc...). Being accessible to the whole community, not just residents of Earlswood Park, it will create a safe and worthwhile childrens park for all residents of Bagshot. As the village population continues to grow, for example with the Chapel Lane development, this can but be a useful addition. Furthermore, the MUGA on the site is popular with the wider community, so the playpark is already a "destination" park in the eyes of many children. This renewal will further that and aims to broaden the scope of the children that can use it. The site currently offers very poor value with failing equipment and a simple tarmac space for football. By engaging with the local community in advance of the project How will you monitor and evaluate through our development Facebook page and through the achievement of your objectives? surveys that we have undertaken, as well as just talking to our fellow neighbors and residents, it has become quite clear what people would like. They would like an inclusive play area that meets the needs of both boys and girls as well as providing an area for families to meet and talk and spend time together. They would also like it to appeal to children that are no longer toddlers, but are not yet teens. By having this understanding, we are able to feed this in to our designer's scope. To that end we are looking at broadening the use of the MUGA, having swings that cater for a wider age group, a more easily used climbing frame, as well as better seating, tables and tree cover for shade etc. By having a clear understanding of the community need we will be able to evaluate our achievement by the use of the area once it has been renewed. CIL funding is meant for community infrastructure and to mitigate How does the application meet the criteria for this fund? the effect of development. The replacement of the play equipment at Gomer Road not only benefits Earlswood Park, but also the wider growing community, so supporting the concept of CIL.

How will you ensure that the services provided are fully accessible to the community? If there are any restrictions placed on who can use / access your service you must provide details here:	There are no restrictions on who can use this playpark, it being open to the entire community. Indeed, that is one of the arguments in support of this funding. When the Management Company was created there was no developer contribution to support our future liabilities. Over the past 6 years or so we have sought to improve the development by investing in, for example, energy efficient LED parking court lights. At the same time we have been trying to build up a reserve fund, whilst not increasing our charges to our residents too dramatically during a cost of living crisis. We are conscious that many of our residents live in affordable or shared ownership housing or are Vivid tenanants, so it would be impossible for us to raise the whole costs of this renewal in a feasible timescale.			
Has community engagement been undertaken?	Community engagement questionnaire that was ure the initial design work by broadeing the scope of the tarmac football pitch for the inclusivity.	ndertaken, Proludic. ne park awa	the res This su ay fron	sults of which fed in to urvey pointed towards n being a generic
Total number of users of your organ	isation			lots on the
				opment plus wider nunity access.
Number of your users resident in Wi benefit from the grant	ndlesham Parish who will	directly	All of	
Where expenditure is for maintenan building or land please specify the n		•	n/a	
Current bank balance			date	12/Jul/2023
Supporting documentation to be so	ubmitted with the grant a	application	١.	
A copy of the written constitution				
Copies of the last financial year-end accounts				
A copy of your latest bank statement				
If the grant relates to property matters	s, a copy of the lease			
Additional documentation required	I for grant requests over	£3,000		
Tendering process				
Additional documentation required	for grants for tree surge	ery or tree	maint	enance
Up to date tree survey or tree manage				

	nt the above organisation has read quality and Diversity Policy.	and will conform with Windlesham Parish	
Yes □	No □		
	ling Policy and if our organisation	Inderstood Windlesham Parish Council's 's application is successful we agree to abide	
Signed			
Name	······		
Position in org	ganisationDirector		
Date12	2 July 2023		
have any que returned to TI	ries, please contact <u>clerk@windlesh</u>	account in the name of your organisation. If you nampc.gov.uk. The completed form should be noil, Council Offices, The Avenue, Lightwater, Parish Councillors.	
For official u	se		
Date Receiv			
Date of Council meeting			
Council deci	sion	Fund / Fund in part / Reject	
Amount to b	e funded	£	
Date of notif	ication of decision		
Minute num	ber		

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"participate", in relation to a directors' meeting, has the meaning given in article 10;

"proxy notice" has the meaning given in article 35;

"special resolution" has the meaning given in section 283 of the Companies Act 2006;

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006; and

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company.

LIABILITY OF MEMBERS

- The liability of each member is limited to £1, being the amount that each member undertakes
 to contribute to the assets of the company in the event of its being wound up while he is a
 member or within one year after he ceases to be a member, for—
 - payment of the company's debts and liabilities contracted before he ceases to be a member,
 - (b) payment of the costs, charges and expenses of winding up, and
 - (c) adjustment of the rights of the contributories among themselves.

PART 2

DIRECTORS DIRECTORS' POWERS AND RESPONSIBILITIES

DIRECTORS' GENERAL AUTHORITY AND OBECTIVES OF THE COMPANY

- Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.
 - (2) The objects for which the company is established are-
 - (a) to manage and administer the Estate and any land and buildings and real property within, either on its own account or as trustee, nominee or agent of any company or person;

- (b) to acquire and deal with and takes options over any property, real or personal, including the Estate and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part, of such property and any and all rights of the company therein or thereto;
- (c) to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed or imposed on or in respect of the Estate or any part thereof;
- (d) to exercise management functions under leases of the whole or any part of the Estate;
- (e) to exercise functions in relation to the grant of approvals under long leases of the whole or any part of the Estate;
- (f) to negotiate for and make applications for the variation of leases pursuant to Part 4 of the Landlord and Tenant Act 1987 ("the 1987 Act");
- (g) to do such other things and to perform such other functions in relation to the Estate or any leases of the whole or any part of the Premises as may be agreed from time to time;
- (h) to provide and maintain services and amenities of every description in relation to the Estate;
- (i) to maintain, redecorate, repair, renew, repaint and clean the Estate; and to cultivate, maintain, landscape and plant any gardens, grounds or land comprised in the Estate;
- (j) to enter into contracts with builders, cleaners, contractors, decorators, gardeners, tenants, or any other person;
- (k) to consult and retain any professional advisers;
- (I) to employ any staff and managing or other agents;
- (m) to pay, remunerate or reward in any way any person supplying goods or services to the company;
- (n) to make any appropriate or consequential agreements or arrangements in respect of the obectives;
- (o) to issue and receive any notice, counter-notice, consent or other communication and to enter into any correspondence concerning or in any way affecting the Estate, the management of the Estate, the Dwellingholders, the company, any of its activities, or any of its members;

- (p) to commence, defend, participate in or pursue any application to, or other proceeding before, any court or tribunal of any description;
- (q) to insure the Estate or any other property of the company or in which it has an interest up to and including the full cost of rebuilding and reinstating the Estate, including VAT, architects', engineers', solicitors', surveyors', and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Estate, the cost of preparation of the site including debris removal, demolition, shoring-up, site clearance and any works that may be required by statute, and incidental expenses, subject to such excesses, exclusions or limitations as are usual in the London insurance market. To insure the company and its directors, officers or auditors against public liability and any other risks which it may consider prudent or desirable to insure against;
- (r) to collect in or receive monies from any person on account of administration charges, service charges, or other charges in relation to the Estate and, where required by law to do so, to deal with, hold or invest the monies in accordance with the provisions of the 1987 Act and any orders or regulations made under that Act from time to time:
- (s) to establish, undertake and execute any trusts which may lawfully be, or which are required by law to be, established, executed or undertaken by the company;
- (t) to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay, or contribute towards, all costs, fees, and other expenses incurred in the implementation of the company's objects;
- (u) to invest any money of the company in the United Kingdom by depositing it at interest with any financial institution;
- (v) subject to any conditions or limitations imposed by the company in general meeting from time to time, and subject to the provision of adequate security and the payment of interest, to advance and lend money or give credit to any person; to enter into guarantees, contracts of indemnity and surety; to receive money on deposit or loan; and to secure or guarantee the payment of any sum of money or the performance of any obligation by any person;
- (w) subject to any limitations or conditions imposed by the company in general meeting from time to time, to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or part of the company's property or assets (whether present or future);
- (x) to operate bank accounts and to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, debentures, promissory notes, and other negotiable or transferable instruments;

- (y) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the company, or to contract with any person to pay such expenses;
- (z) to monitor and determine for the purpose of voting, or for any other purpose, the physical dimensions of the Premises and any part or parts of the Premises and to take or obtain any appropriate measurements;
- (aa) to enter into any agreements or arrangements with any Minister of the Crown, authority (central, municipal, local, or otherwise) that may seem conducive to the attainment of the company's objects, and to obtain from any such Minister of the Crown or authority any charters, decrees, rights, privileges or concessions which the company may think desirable, and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
- (bb) to do all things specified for the time being in the articles of association of the company;
- (cc) to do or procure or arrange for the doing of all or any of the things or matters mentioned above in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and
- (dd) to do all such other lawful things as may be incidental or conducive to the pursuit or attainment of the company's objects.

MEMBERS' RESERVE POWER

- 4. (1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
 - (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

DIRECTORS MAY DELEGATE

- 5. (1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions;

as they think fit.

- (2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

COMMITTEES

- 6. (1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors,
 - (2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 7. (1) The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with sub-article (2) below.
 - (2) If—
- (a) the company only has one director, and
- (b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

UNANIMOUS DECISIONS

- A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
 - (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

- (3) References in this article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

CALLING A DIRECTORS' MEETING

- 9. (1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
 - (2) Notice of any directors' meeting must indicate—
 - (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
 - (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
 - (4) Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

PARTICIPATION IN DIRECTORS' MEETINGS

- 10. (1) Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
 - (a) the meeting has been called and takes place in accordance with the articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
 - (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
 - (3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

QUORUM FOR DIRECTORS' MEETINGS

- 11. (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
 - (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but, save where there is only one director appointed to the Company, it must never be less than two, and unless otherwise fixed it is two.
 - (3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—
 - (a) to appoint further directors, or
 - (b) to call a general meeting so as to enable the members to appoint further directors.

CHAIRING OF DIRECTORS' MEETINGS

- 12. (1) The directors may appoint a director to chair their meetings.
 - (2) The person so appointed for the time being is known as the chairman.
 - (3) The directors may terminate the chairman's appointment at any time.
 - (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

CASTING VOTE

13. If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote.

CONFLICTS OF INTEREST

- 14. (1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director shall declare the nature of that interest to the meeting.
 - (2) If such declaration of interest has been made, the director shall be counted as participating in the decision-making process for quorum and voting purposes.
 - (3) If it shall be subsequently discovered that a director or directors did not declare the nature of their interest at such directors meeting, then any decision or resolution made on the strength of the votes of such directors may be set aside.

RECORDS OF DECISIONS TO BE KEPT

15. The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

DIRECTORS' DISCRETION TO MAKE FURTHER RULES

16. Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

METHODS OF APPOINTING DIRECTORS

- 17. (1) Any person who is a member of the Company and willing to act as a director, and is permitted by law to do so, may be appointed to be a director—
 - (a) by ordinary resolution, or
 - (b) by a decision of the directors.
 - (2) In any case where, as a result of death, the Company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.
 - (3) For the purposes of paragraph (2), where 2 or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

TERMINATION OF DIRECTORS' APPOINTMENT

- 18. A person ceases to be a director as soon as—
 - (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - (b) a bankruptcy order is made against that person;
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - (e) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

(f) that person ceases to be a member of the Company.

DIRECTORS' REMUNERATION

- 19. (1) Directors may undertake any professional services for the company that the directors decide.
 - (2) Directors are entitled to such remuneration as the directors determine for their professional services actually provided to the company in connection with its objectives, but shall not otherwise be entitled to remuneration for their services to the company as directors.
 - (3) Subject to the articles, a director's remuneration may take any form.

DIRECTORS' EXPENSES

- 20. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at—
 - (a) meetings of directors or committees of directors,
 - (b) general meetings, or
 - (c) separate meetings of the holders of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

PART 3

MEMBERS BECOMING AND CEASING TO BE A MEMBER

BECOMING A MEMBER

- 21. Save for the subscribers to the Memorandum of Association or to such persons as may become members in their place, no person shall be admitted as a Member of the Company other than a dwellingholder. The Company must accept as a Member every person who is or who shall have become entitled to be admitted as a Member and shall have complied with either of the signature provisions set out in the Articles.
- 22. Each subscriber to the Memorandum of Association or such person who shall replace them as members shall, if not himself a dwellingholder, cease to be a Member as soon as

- dwellingholders for all the dwellings have become Members.
- 23. Every Member of the Company other than the subscribers to the Memorandum of Association shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member. If two or more persons are together a dwellingholder, they shall together constitute one Member and the person whose name first appears in the Register of Members shall exercise the voting powers vested in such Member.

TERMINATION OF MEMBERSHIP

- 24. A dwellingholder shall cease to be a Member on the registration as a Member of the successor to his dwelling and shall not resign as a Member while holding, whether alone or jointly with others, a legal estate in any dwelling.
- 25. If a Member shall die or be adjudged bankrupt his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member provided that he or they shall for the time being be a dwellingholder.
- 26. (1) Subject to these Articles, a member may withdraw from membership of the Company by giving 7 days' notice to the Company in writing.
 - (2) Membership is not transferable save as required by these Articles.

ORGANISATION OF GENERAL MEETINGS

ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 27. (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
 - (2) A person is able to exercise the right to vote at a general meeting when—
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
 - (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

QUORUM FOR GENERAL MEETINGS

28. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Two persons present in person or by proxy shall constitute a quorum.

CHAIRING GENERAL MEETINGS

- 29. (1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
 - (2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—
 - (a) the directors present, or
 - (b) (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

(3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

30. The chairman of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

ADJOURNMENT

- 31. (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
 - (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

- (a) the meeting consents to an adjournment, or
- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must—
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
 - (a) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

VOTING: GENERAL

32. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles. The Chairman shall not have a casting vote upon a show of hands.

ERRORS AND DISPUTES

- 33. (1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
 - (2) Any such objection must be referred to the chairman of the meeting whose decision is final.

POLL VOTES

- 34. (1) A poll on a resolution may be demanded—
 - (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
 - (2) A poll may be demanded by—
 - (a) the chairman of the meeting;
 - (b) the directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
 - (3) A demand for a poll may be withdrawn if—
 - (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal.
 - (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs. The Chairman shall have no casting vote upon a poll vote.

CONTENT OF PROXY NOTICES

- 35. (1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—
 - (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

DELIVERY OF PROXY NOTICES

- 36. (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
 - (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
 - (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
 - (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

AMENDMENTS TO RESOLUTIONS

- 37. (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
 - (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed

- not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
 - (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 4 ADMINISTRATIVE ARRANGEMENTS

MEANS OF COMMUNICATION TO BE USED

- 38. (1) Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
 - (2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
 - (3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

COMPANY SEALS

39. (1) Any common seal may only be used by the authority of the directors.

- (2) The directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this article, an authorised person is—
 - (a) any director of the company;
 - (b) the company secretary (if any); or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

40. Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member.

DIRECTORS' INDEMNITY AND INSURANCE

INDEMNITY

- 41. (1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against—
 - (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
 - (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
 - (c) any other liability incurred by that director as an officer of the company or an associated company.
 - (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
 - (3) In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the company or an associated company.

INSURANCE

- 42. (1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.
 - (2) In this article—
 - (a) a "relevant director" means any director or former director of the company or an associated company,
 - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
 - (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Item 18- Christmas 2023

a) To discuss the funding of miniature shop front Christmas trees

Members are reminded it was resolved at a Civic Amenities and Recreation meeting on the 5th January 2021 that the Parish Council would continue to fund the small Christmas trees that adorn the shop fronts on the High Street (minute ref: CAR/20/27).

Funding:

The Bagshot festive lights budget is £4,764, of which no more than £3,000 should be used for the lamp post lights.

Members are asked to decide if they would like to agree the ongoing funding of the miniature Christmas trees, with the cost of the trees (up to £1,000) to be taken from the festive lights budget.

b) To discuss Christmas tree light switch on

Members are informed the Bagshot Christmas tree and lamp post lights are being provided by the same provider this year.

Members are asked to decide what date they would like the Christmas tree lights and the lamp post lights to be switched on.

Item 19- Request to adopt and maintain an AED Defibrillator on Bagshot Highstreet

The Windle Valley Fundraisers in conjunction with SHBC Councillors have funded a new AED Defibrillator for Bagshot Highstreet, which will be located between one of the village cafes and a nail bar.

The Windle Valley Fundraisers are unable to commit to the responsibility of the maintenance of the AED and have asked the Bagshot Committee to consider adopting it.

Considerations:

The proposed AED is the Heartsine 500P and it requires the following maintenance checks:

- Weekly- check the green status indicator is flashing every 5 seconds.
- Monthly- check the unit for physical damage, check the expiry date of Pad-Pak (the battery and pads), check for warning messages

If adopted, weekly checks will be required. Please note there is no office resource available to carry out the weekly checks.

Every 4 years the Pad-Pak will need replacing at a cost of £125.

Members are asked to decide:

- if they wish to adopt the AED Defibrillator, taking on its maintenance, the ongoing cost of new batteries and pads and any other costs which arise.
- consider how to fund any associated costs.
- consider who will be responsible for the weekly checks.

Item 20- Clerks Update

College Ride Fly tipping

Following complaints from residents regarding persistent fly tipping at College Ride, the Assistant Clerk met with Bob Darkens, the Community Safety Officer at SHBC to assess the area for suitability of the Boroughs mobile CCTV camera.

It was confirmed that until we had a regular log of all instances of fly tipping, with exact locations of where waste is being dumped, the camera could not be considered in this location at this time.

Our Operations Co Ordinator, Amanda is making weekly visits to College Ride and any new instances of fly tipping are being logged. Over the past 2 months she has recorded one instance of fly tipped metal.

Drainage at School Lane Field

Following on from concerns regarding the flooding of School Lane Field, in particular around the back of the wet pour surrounding climbing frame, a specialist drainage company has been contacted to arrange a site visit to give recommendations.