

Item 7 – Memorandum of Agreement – for noting and reaffirmation

Lightwater Recreation Ground Trust Meeting 28th April 2026

Background

The attached Memorandum of Agreement was entered into on 1st April 2025 for a period of five years and remains in force. The agreement is unchanged and continues to apply for the remainder of its original term.

Members are invited to review the agreement at this stage to reaffirm their awareness of, and commitment to, its terms. No amendments are proposed or permitted.

Action

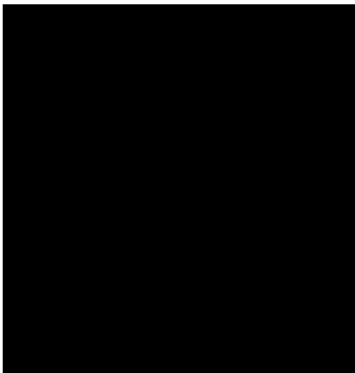
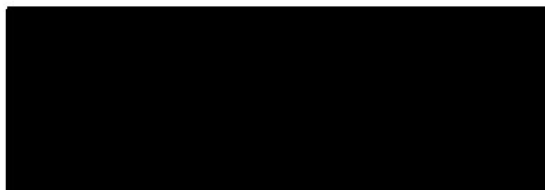
Members are asked to reaffirm their acknowledgement of the existing Memorandum of Agreement dated, noting that the agreement remains in force and unaltered.

DATED 01 APRIL 2025

PARTIES

- (1) WINDLESHAM PARISH COUNCIL as trustee of LIGHTWATER PLAYING FIELDS AND RECREATION GROUND ('the Trustee') and
- (2) WINDESHAM PARISH COUNCIL ('the Council')

MEMORANDUM OF AGREEMENT RELATING TO THE MANAGEMENT AND MAINTENANCE OF
LIGHTWATER PLAYING FIELDS AND RECREATION GROUND



THIS AGREEMENT is made on
PARTIES

- (1) WINDLESHAM PARISH COUNCIL of Council Offices The Avenue, Lightwater GU18 5RG as trustee of Lightwater Playing Fields and Recreation Ground ('**the Trustee**')
and
- (2) WINDLESHAM PARISH COUNCIL of Council Offices The Avenue, Lightwater GU18 5RG ('**the Council**')

BACKGROUND

1. The Trustee is the registered proprietor of the land known as Lightwater Playing Fields and Recreation Ground (the 'Recreation Ground') by virtue of a conveyance dated 13 June 1931 and is the sole managing trustee of the Recreation Ground.
2. Notwithstanding this Memorandum of Agreement the Trustee remains responsible for the discharge of its duties as charity trustee and certifies that it has the power under its trusts and under the Charities Act 2011 to enter into this Memorandum of Agreement.
3. The Trustee has requested the Council to perform the Services.
4. The Council pursuant to section 111 of the Local Government Act 1972, section 19 of the Local Government (Miscellaneous Provisions) Act 1976, section 297 of the Charities Act 2011 and other enabling powers has agreed to perform the Services set out in the schedule ('**the Services**').

IT IS AGREED:

1 Council's obligations

At the request of the Trustee and for the consideration specified in Clause 2 the Council shall perform the Services in accordance with this Memorandum of Agreement.

2 Contract Sum

2.1 The Trustee shall pay to the Council all income received from the Services as received from time to time as specified in this Memorandum of Agreement.

2.2 The Council shall in its discretion grant aid the Trustee to the extent that the income derived from the Services shall fall short of the cost to the Council of providing the Services.

2.3 The Council shall pay to the Trustee any surplus of income derived from the Services over the costs and expenses incurred or allocated to the performance of the Services

2.4 The accounting arrangements for income derived and costs and expenses incurred or allocated shall be in accordance with Condition 5.

2.5 For the purposes of determining the financial arrangements pursuant to this Agreement, Schedule 2 shall have effect.

2.6 The financial arrangements shall be reviewed annually as part of the Council's budget-setting process.

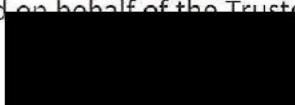
3 Authorised Officer

The 'Authorised Officer' means the Clerk to the Trustee or such other person or persons as shall be appointed by the Trustee.

4 Disputes

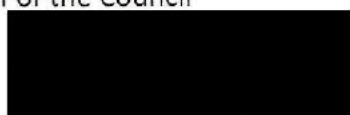
Any dispute concerning this Memorandum of Agreement shall be dealt with in accordance with Condition 15 of the Conditions of Agreement

Signed on behalf of the Trustee



CLERK TO WINDLESHAM PARISH COUNCIL
MANAGING TRUSTEE

Signed on behalf of the Council



CLERK TO WINDLESHAM PARISH COUNCIL

WINDL01-05

MINUTE REF. 0/24/211

CONDITIONS OF AGREEMENT

1. Definitions

1.1 In this Memorandum of Agreement, save where the context otherwise requires, the following expressions shall have the meanings assigned to them:

1.2 '**Authorised Officer**' means the officer referred to in Clause 3 of this Agreement or officer fulfilling the like role;

1.3 '**Commencement Date**' means 01 April 2025

1.4 '**Conditions**' means these Conditions, any supplementary conditions and any modification of these Conditions;

1.5 '**Contract Sum**' shall be the sums which shall be the actual costs of effecting and carrying out the Services less the fees and charges collected by the Council (which fees and charges shall belong to the Council and which sums shall be credited against the Contract sum);

1.6 '**Costs and Expenses**' include all revenue and capital costs and expenses incurred in or allocated to the performance of the Services including staff costs, overheads, administrative, professional and technical costs and fees, payments due to or made to third parties for service, supplies and works, irrecoverable VAT, irrecoverable National non-domestic rates and other taxes.

1.7 '**the Land**' means the land referred to recital 1;

1.8 '**the Memorandum of Agreement**' and '**this Memorandum of Agreement**' means the Agreement set out above, these Conditions, any supplementary conditions and any modification of these Conditions, the Schedule;

1.9 '**Term**' shall be construed in accordance with Condition 4;

1.10 '**Plan**' means the plan attached to this Memorandum of Agreement;

1.11 '**Plant**' means equipment, machinery, plant and vehicles;

1.12 '**the Schedule**' means the Schedule to the Memorandum of Agreement;

1.13 '**the Services**' means the services described in the Schedule;

1.14 '**the Trustee**' means Windlesham Parish Council or any successor authority;

1.15 the masculine includes the feminine and in the case of a limited company the indefinite article, and the singular includes the plural and vice versa; and

1.16 reference to any Act of Parliament and to any orders, regulations or rules made pursuant to that Act shall include reference to any modification, re-enactment or replacement.

2. Variation of Contract

2.1 Without prejudice to any other of these Conditions, no omission from, addition to or variation of this Memorandum of Agreement shall be valid or of any effect unless it is agreed in writing and signed by the Authorised Officer and by a duly authorised representative of the Council.

2.2 Save for an omission, addition or variation agreed pursuant to Condition 2.1 any provision inconsistent with these Conditions contained in any other document or in any oral agreement is agreed to be void and of no effect.

3. The Authorised Officer

The functions, rights and powers conferred by this Memorandum of Agreement upon the Trustee shall be exercised by the Authorised Officer.

4. Term

This Memorandum of Agreement shall extend for a period of 5 years from the Commencement Date and shall not be terminable by either party within that period save in accordance with this Memorandum of Agreement.

5. Performance of the Services

5.1 During the Term the Council shall perform the Services (and any modifications authorised by or under this Memorandum of Agreement) efficiently, effectively and safely and in a manner totally consistent with the terms of this Memorandum of Agreement and to the entire satisfaction of the Authorised Officer.

5.2 All costs and expenses incurred in the performance of the Services shall be paid by the Council who shall be entitled to be paid any income received from the use and facilities of the Land as from the date of this Memorandum of Agreement.

5.3 The Trustee shall (to the extent of any funds which are available to them) reimburse to the Council reasonable costs expended by the Council in carrying out any instructions under this Condition 5.

- 5.4 By no later than 30 June in each year of the Term the Council shall provide a statement to the Trustee detailing the income received and the costs and expenses incurred in or allocated in the financial year to 31 March.
- 5.5 In the event of there being a shortfall in the income received against the costs and expenses incurred in or allocated in a financial year the Council shall make a determination of the appropriate level (if any) of grant aid by no later than the following 31 July.
- 5.6 In the event of there being a surplus of income received over the costs and expenses incurred in or allocated in a financial year the Council shall pay such surplus to the Trustee no later than the following 31 July.
- 5.7 The treatment of and procedures for the accounting for income and costs and expenses shall be made in accordance with the Accounts and Audit Regulations 2015 or provisions replacing or amending the same as they apply to the Council.

6. Assignment

- 6.1 The Trustee shall not be entitled to assign the benefit of this Memorandum of Agreement or any part of the Memorandum of Agreement
- 6.2 The Council shall not assign this Memorandum of Agreement or any part of it or any benefit or interest in or under it.
- 6.3 The Council may sublet the whole or part of the Services but such subletting shall not relieve the Council from any liability or obligation under the Memorandum of Agreement and it shall be responsible for the acts, defaults and neglects of any contractor, its agents or servants as fully as if they were the acts, defaults or neglects of the Council, its agents or servants.

7. Premises and Licence

The Trustee grants to the Council a licence to enter, occupy and use the Land and any buildings or other facilities for the purposes of performing the Services.

8. Plant

The Council shall at all times during the Term provide and maintain all such Plant as is necessary for the proper performance of the Services.

9. Council's staff

- 9.1 The Council shall at all times during the Term employ sufficient persons of sufficient abilities and skills for the proper performance of the Services. In particular the Council shall provide sufficient currently qualified staff to operate all premises and undertake all activities in accordance with all appropriate statutes, regulations and case law to ensure, amongst other things, that employees and members of the public are kept safe at all times.
- 9.2 The Council shall at all times during the Term employ sufficient persons of sufficient abilities and skills to supervise and administer the performance of the Services in a proper and continuous manner.
- 9.3 The Council shall at all times take all such precautions as are necessary to protect the health and safety of all persons employed by it, and shall comply with the requirements of the Health and Safety at Work etc Act 1974 and of any other Acts, regulations, orders or EU directives relating to the health or safety of employed persons.

10. Liability of Council

- 10.1 The Council shall be liable for and shall indemnify the Trustee against any expense, liability, loss, claim or proceedings arising under any statute or at common law in respect of personal injury to or death of any person arising out of or in the course of or caused by the performance of the Services, except to the extent that the same is due to any act or neglect of the Trustee or of any person for whom the Trustee is responsible.
- 10.2 The Council shall be liable for and shall indemnify the Trustee against any expense, liability, loss, claim or proceedings in respect of any loss of or injury or damage to any property, real or personal, in so far as such loss, injury or damage arises out of or in the course of or by reason of the performance of the Services, and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Council, its employees or agents, or of any person employed or engaged by the Council upon or in connection with the performance of the Services or any part, its employees or agents.

11. Insurance

Without prejudice to Condition 16, the Council shall at all times maintain in force such policies of insurance and shall fully insure and indemnify itself against liability:

- i. to the Trustee and to any employee of the Trustee;

- ii. to its employees;
- iii. to any other person;
- iv. in the sum of at least £10 million in respect of each claim.

12. Liability of Trustee

12.1 The Trustee shall not be liable for any loss or damage however arising except for loss or damage directly arising from negligent acts or omissions of the Trustee, its servants or agents. Damages arising from such negligent acts or omissions shall be limited to direct and unavoidable losses and the Council shall take all reasonable steps to mitigate such losses.

12.2 The Trustee shall remain responsible for its duties as charity trustee.

12.3 The Trustee shall be liable to pay any irrecoverable value added tax.

12.4 The Trustee shall be liable for any taxes and outgoings affecting premises or the Services to the extent that they are not recoverable the Council and the Trustee must obtain any necessary reliefs and allowances from national non-domestic rates.

13. Termination

13.1 Without prejudice to any other remedy, the Trustee shall be entitled forthwith to terminate this Memorandum of Agreement in the event of any material breach by the Council of any other provision of the Memorandum of Agreement;

13.2 Either party may give to the other 6 months' prior written notice to terminate this Memorandum of Agreement;

13.3 Such termination shall be without prejudice to any rights and liabilities which may have accrued up to the date of termination and upon such termination, in addition to such consequences as are set out in the other provisions of this Memorandum of Agreement the Council shall immediately cease to perform any of the Services.

14. Notices

14.1 Any notice to be served upon the Trustee shall be valid or effective provided it is sent by prepaid post or delivered by hand to the Trustee at the address specified in the Agreement or to such other address as the Authorised Officer may notify the Council in writing.

14.2 Any notice to be served upon the Council shall be valid or effective provided it is sent by prepaid post or delivered by hand to the Council at the address specified in the Agreement or to such other address as the Council may notify the Trustee in writing.

15. Arbitration

15.1 If any dispute or difference concerning this Memorandum of Agreement shall arise between the Trustee (or the Authorised Officer on its behalf) and the Council, such dispute or difference shall be referred to the arbitration and final decision of a person to be agreed between the parties, or failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be appointed on the request of either party by the President of the {President of the Institute of Leisure and Amenity Management.

15.2 The arbitrator shall be entitled to make such decision or award as he thinks just and equitable having regard to the circumstances then existing, the cost of such arbitration to follow the event, or in the event of neither party succeeding, to be apportioned between the parties by the arbitrator in such proportions as he in his absolute discretion thinks fit.

15.3 Any award or decision of such arbitrator shall be final and binding on the parties to this Memorandum of Agreement.

15.4 Unless this Memorandum of Agreement shall have already been determined or abandoned, the Council shall in every case continue to proceed with the Services with all due diligence, and the Council and the Trustee shall both give immediate effect to every such decision of the Authorised Officer, unless and until the same shall be revised by an arbitrator.

16. Observance of statutory requirements

16.1 The Council shall comply with all statutory and other provisions to be observed and performed in connection with the Services provided under this Memorandum of Agreement with particular regard to the health and safety of employees and of the public and shall indemnify and keep indemnified the Trustee accordingly.

16.2 Without prejudice to the generality of Condition 16.1 the Council shall in performing the Services seek to protect the natural flora and fauna and the historical heritage of the Land.

16.3 Each party will comply with its obligations under the Freedom of Information Act 2000, Environmental Information Regulations 2004, and Data Protection Act 2018. Each party will supply promptly to the other all information necessary to enable the other to comply with its obligations under the Freedom of Information Act 2000, Environmental Information Regulations 2004, Data Protection Act 2018, Public Bodies (Admission to Meetings) Act 1960, the Local Government Act 1972, the Local Audit and Accountability Act 2014, the Openness of Local Government Bodies Regulations 2014, the Charities Act 2011 and with respect to disclosure and barring service checks and the requirements, orders or instructions of any regulator or court .

17. Whole understanding

This Memorandum of Agreement constitutes the whole understanding of the parties as to the subject matter of this Memorandum of Agreement and there are no prior or contemporaneous agreements between the parties.

18. Waiver

Failure by the Trustee at any time to enforce any provision of this Memorandum of Agreement or to require performance by the Council of any of the provisions of this Memorandum of Agreement shall not be construed as a waiver of any such provisions and shall not affect the validity of this Memorandum of Agreement or any part of it or the right of the Trustee to enforce any provision in accordance with its terms.

19. Severance

If any provision of this Memorandum of Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision, all of which shall remain in full force and effect.

20. Contracts (Rights of Third Parties) Act 1999

This Memorandum of Agreement does not confer any rights on persons not party to this Memorandum of Agreement and is personal to the parties.

21. Inconsistency

In the event of a conflict between any of these Conditions and any provision of the Appendices the provision of these Conditions shall prevail.

22. Clause headings

The clause headings shall not be construed as part of these Conditions.

23. Law

This Memorandum of Agreement shall be governed by and construed in accordance with the laws of England and the Council irrevocably submits to the jurisdiction of the English courts.

SCHEDULE 1 (the Services)

		Particulars	Standards
1.	Manage events on the Land	<p>Arrange bookings Issue appropriate licences Collect fees Check insurances Ensure that organisers have undertaken appropriate risk assessments and carry into effect appropriate safeguards, have arrangements in place to comply with health and safety, food hygiene and safety and electrical safety</p>	<p>Ensure that no organisers acquire any rights in the land or any tenancy</p>
2.	Undertake the maintenance of the Land	<p>Grass cutting Tree maintenance Water quality control Brush cutting Hedgerow and fence management Ditch clearance Strimming Litter picking Litter collection Pitch maintenance and marking</p>	
3.	Manage and maintain the car parks	<p>Maintain the surface and boundary structures and devices for taking payments (if applicable) Install and maintain any security or safety measures Collect charges Take appropriate enforcement action Erect and maintain appropriate signs and markings</p>	
4.	Grant and manage concessions and licences	<p>Arrange bookings Issue appropriate licences Collect fees Check insurances</p> <p>Ensure that concessionaires and licensees have undertaken appropriate risk assessments and</p>	<p>Ensure that no concessionaire or licensee acquires any rights in the land or any tenancy</p>

		carry into effect appropriate safeguards, have arrangements in place to comply with health and safety, food hygiene and safety and electrical safety	
5.	Maintain the children's play area and outdoor gym	Manage any contract for works, and maintain the facilities provided. Carry out appropriate safety inspections in accordance with best practice	
6.	Effect appropriate insurances of the land, its buildings, structures and works, public liability insurance on behalf of the Trustee	Arrange for Public Liability and Employer's Liability Insurance Motor Insurance Buildings Insurance	
7.	Manage and maintain the buildings on behalf of the Trustee.	To keep in repair the pavilion and the workshop including their structure, interior and exterior and manage their operation.	
8.	Undertake the maintenance of the facilities provided at the Recreation Ground.	Gates and padlocks including the main access gate and pedestrian access areas, Lighting, and fixtures	
9.	Functions carried out by the Council's Clerk and/or responsible financial officer	Human resources, and IT support Preparation of the Charity Commission annual return. Banking of Cash & Cheques received from the hire of facilities. Preparation of the annual budget for approval of the Trustee Day to day account administration Advice and guidance to the Trustee Annual Income statement for the Annual General Meeting of the Trustee.	

Item 8 – Lightwater Recreation Trust Annual Report 2025-2026

28th April 2026

Purpose of this Report

This Annual Report is provided to Council in its capacity as Managing Trustee and in accordance with the requirements set out in the *Memorandum of Agreement relating to the management and maintenance of Lightwater Playing Fields and Recreation Ground*. The report summarises the services delivered during the reporting period, compliance with the Agreement, and the associated financial arrangements.

Action

To read and note the annual report below.

Governance and Legal Framework

- Windlesham Parish Council acts as the Managing Trustee of Lightwater Playing Fields and Recreation Ground and remains responsible for the discharge of its duties.
- Under the Memorandum of Agreement, the Council is authorised to carry out specified services on behalf of the Managing Trustee.
- The Council has acted under its statutory powers, including section 111 of the Local Government Act 1972, section 19 of the Local Government (Miscellaneous Provisions) Act 1976, and section 297 of the Charities Act 2011.

No variations to the Memorandum of Agreement were made during the reporting period.

Services Delivered During the Year

The Council has performed the services set out in Schedule 1 of the Memorandum of Agreement efficiently, effectively, and safely. Key areas of activity are summarised below.

- **Management of Events and Bookings**
 - Managed bookings for events and use of the land.
 - Checked organiser insurances and ensured appropriate risk assessments and safeguards were in place.
 - Ensured no organisers or licensees acquired any tenancy or rights in the land.
- **Maintenance of the Land**
 - Routine grounds maintenance including grass cutting, strimming, and litter collection.
 - Tree and fence management.

- Pitch maintenance and marking. (This is carried out by Curly Park Rangers in exchange for use of the pitch)
 - Ongoing water quality monitoring where applicable.

 - **Car Parks**
 - Maintained surfaces, boundaries, signage, and markings.
 - Managed safety and security measures.
 - Collected charges (where applicable) and undertook enforcement action if required.

 - **Children's Play Area and Outdoor Gym**
 - Managed contracts for inspection and maintenance.
 - Ensured facilities were maintained in accordance with best practice and safety standards.

 - **Buildings and Facilities**
 - Maintained the site, including gates, padlocks, lighting, and associated fixtures across the Recreation Ground.
 - Explored the redevelopment of the Pavilion

 - **Insurance**
 - Maintained appropriate Public Liability, Employer's Liability, and Buildings Insurance in accordance with the Agreement.

 - **Staffing and Administration**
 - Complied with all relevant health and safety legislation.
 - Provided day-to-day administrative functions related to the management of the Recreation Ground.
-

Financial Management and Reporting

- **Income and Expenditure**
 - No income was received from the use of the Recreation Ground and associated services.
 - Costs and expenses include revenue and capital costs, overheads, professional fees, and irrecoverable VAT where applicable, and have been covered by the Council in accordance with the Memorandum of Agreement.

- **Annual Financial Statement**

- A detailed statement of income received, and costs and expenses incurred for the financial year ended 31 March 2026 has been prepared and is attached to this report.
- Members should note that for the financial year 2025-26, there was no income, and expenses amounted to £18,738. This does not include provision for staff time as no recharge agreement is in place. However, we can report that for the 2025-26 financial year, 64 staff hours were logged.

- **Surplus or Deficit**

- Any surplus of income over costs, or shortfall, will be dealt with in accordance with the Memorandum of Agreement.

Compliance and Statutory Duties

During the reporting period, the Council has:

- Complied with the Health and Safety at Work etc. Act 1974 and associated regulations.
- Maintained appropriate insurance cover at all times.
- Sought to protect the natural flora, fauna, and heritage of the land.

No material breaches of the Memorandum of Agreement were identified during the year.

Risk Management

- Risk assessments were maintained for activities, events, and facilities.
- Insurance arrangements and safety inspections mitigated risks to users, staff, and the Trustee.
- No significant claims or disputes arose under the Agreement during the reporting period.

Looking Ahead (2026–27)

Key priorities for the forthcoming year include:

- Continued routine and cyclical maintenance of the Recreation Ground and facilities.
- Ongoing compliance with health, safety, and environmental obligations.
- Explore the redevelopment of the Lightwater Pavilion (see item 8 on the agenda)
- Review of service delivery and costs as part of the Council's annual budget-setting process.

- Preparation of financial and governance information required for the Trustee's annual reporting obligations.
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Conclusion

The Council has fulfilled its obligations under the Memorandum of Agreement during the reporting period and has managed Lightwater Playing Fields and Recreation Ground in a manner consistent with the Agreement, statutory requirements, and the Trustee's charitable responsibilities.

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Nominal Ledger Report by ACCOUNT

User : J.WHITFIELD

<u>Month</u>	<u>Date</u>	<u>Reference</u>	<u>Source</u>	<u>Transaction Detail</u>	<u>Debit</u>	<u>Credit</u>
A/c Code				4055 Pavilion Utilites	Annual Budget	420
Centre				455 Lightwater Pavilion & Recreati	Committed	0
				Balance Brought Forward Month 11	239.30	
12	19/02/2026	DD	Cashbook	Electric LW Pav 18Jan17Feb	13.95	
12	05/03/2026	DD	Cashbook	Water LW Pav	6.86	
12	31/03/2026	203	Journal	Accrual - Pavilion Electricity	12.76	
12	31/03/2026	203	Journal	Accrual - LW Pav Water	7.50	
Account Pavilion Utilites				Account Totals	280.37	0.00
Centre Lightwater Pavilion & Recreati				Net Balance Month 12	280.37	
A/c Code				4060 Maintenance	Annual Budget	0
Centre				455 Lightwater Pavilion & Recreati	Committed	0
				Balance Brought Forward Month 11	800.00	
12	10/03/2026	193	Journal	Bal TFR to 4905-455		800.00
Account Maintenance				Account Totals	800.00	800.00
Centre Lightwater Pavilion & Recreati				Net Balance Month 12		0.00
A/c Code				4905 Lightwater Rec & Pavilion Trus	Annual Budget	18,739
Centre				455 Lightwater Pavilion & Recreati	Committed	0
				Balance Brought Forward Month 11	70.00	
12	10/03/2026	193	Journal	Bal TFR of 4060-455 Maint	800.00	
12	10/03/2026	193	Journal	Bal TFR - 4220-410	1,405.14	
12	10/03/2026	193	Journal	From 4165-410	16,463.36	
Account Lightwater Rec & Pavilion Trus				Account Totals	18,738.50	0.00
Centre Lightwater Pavilion & Recreati				Net Balance Month 12	18,738.50	

All balance transfers and journals relate to recoding of greenspace contract and playground inspections

**Item 9 - Lightwater Recreation Ground Trust - Pavilion Redevelopment – Progress
Update and Trustee Considerations**

Lightwater Recreation Ground Trust Meeting 28th April 2026

Purpose of Report

To update the Trust on recent discussions with Fields in Trust regarding the proposed redevelopment of the Pavilion, to summarise related legal and audit advice, and to invite Members to indicate how they wish to proceed.

Background

Windlesham Parish Council, in its capacity as Managing Trustee, has been undertaking preliminary officer-level work to explore options for the replacement of the existing Pavilion building and shed at Lightwater Recreation Ground with a new sports pavilion. The land is held subject to a Fields in Trust dedication, with Fields in Trust acting as Custodian Trustee and the Council acting as Managing Trustee. In 2008, the Recreation Ground was voluntarily removed from the Register of Charities. As a consequence of this voluntary deregistration, the Charity Commission no longer holds a governing document on file and has confirmed that the charity cannot be reinstated on the register. It is also understood that, as the charity's income has historically been nil, it would not have met the current income threshold for registration in any event.

Notwithstanding this, the land continues to be held in charitable trust, and the Council's trustee responsibilities and day-to-day management arrangements are governed by a Memorandum of Agreement. In accordance with that agreement, all income and expenditure associated with the Recreation Ground are administered through the Council's accounts using a separate nominal code and earmarked reserve code, ensuring appropriate transparency and segregation, and providing a clear framework for the treatment of any income should it arise in future.

Action

Members are asked to:

- 1. Note the update below on discussions with Fields in Trust regarding the pavilion redevelopment.**
- 2. Note the legal and audit advice summarised within this report, both of which advise against Windlesham Parish Council assuming sole trustee status; and**
- 3. Indicate how Members wish to proceed, in particular:**
 - whether to retain the existing trustee arrangements, consistent with the legal and audit advice received; or**
 - whether, notwithstanding that advice, they wish officers to undertake further work to explore the implications of transferring to sole trustee status.**

- **Consider undertaking a feasibility study for the replacement of the existing Pavilion building and store at Lightwater Recreation Ground (see update below).**
 - **Consider the quote provided, noting a cost of £2,750 plus VAT, which would be funded from the Lightwater Recreation Ground budget or earmarked reserve.**
 - **If Members wish to proceed with the feasibility study, delegate authority to the Clerk in conjunction with 3 Lightwater Councillors, to accept the quote presented and appoint the consultant.**
 - It should be noted that, although this is a Trust decision, under the Memorandum of Agreement, the Council's Financial Regulations still apply and require three quotations for expenditure over £3,000; the value of the feasibility study falls below this threshold, and despite approaching four consultants, only one quotation was received. It should also be noted that, should optional visualisations be commissioned at a later stage, the total cost would exceed the £3,000 threshold and, in those circumstances, Council would need to formally suspend Financial Regulation 5.8.
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Meeting with Fields in Trust

The Clerk recently held a meeting with a representative of Fields in Trust regarding the proposed replacement of the current Pavilion building and shed with a new sports pavilion.

The Chair and Vice Chair of the Lightwater Committee were both invited to attend. Due to the timing of the meeting, only the Vice Chair was able to join the discussion.

Key Points from the Meeting

- **Replacement of Existing Buildings**

Fields in Trust confirmed **in principle** that, provided the existing Pavilion and shed are replaced with a sports pavilion (of some description), the project should be able to proceed **without removing the Fields in Trust dedication or becoming a sole trustee.**
- **Endowment Funds**

Fields in Trust will confirm:

 - The **exact amount** held within the Trust's endowment; however, it is thought to be approximately £20K.
 - How those funds may be applied towards the pavilion project.
- **Trustee Arrangements**

Fields in Trust agreed to review the process for transferring the role of **sole trustee** to WPC, should this be required. However, they acknowledged that this would need to be considered carefully and alongside existing professional advice.

Update

Following the meeting with Fields in Trust, the Clerk has sought quotations from four consultants to undertake a feasibility study of the Lightwater Recreation Ground site and the proposed replacement of the existing Pavilion building and store with a new sports pavilion. Unfortunately, three of the five consultants approached were either unable to quote or did not respond, and therefore only one quotation has been received. The proposal provides for a feasibility study including a high-level site appraisal, the preparation of outline plans and elevations for a replacement pavilion in line with the Council's brief, and an indicative build cost estimate with an itemised cost report to inform future decision-making.

The quoted fee for this feasibility stage is £2,750 plus VAT, with optional visualisations available at £600 plus VAT per visual. The proposal also notes that a topographical survey may be required; however, Members should note that a topographical survey of the site was carried out in 2020. Full details of the scope of works and quoted values are set out in the attached document for Members' reference.

Existing Legal Advice on Trustee Status

Previous legal advice provided to the Council advised that:

- Windlesham Parish Council is already the **Managing Trustee** of the Charity.
 - There is **no clear advantage** to the Council in attempting to replace Fields in Trust as **Custodian Trustee** and become the sole trustee.
 - There is an **inherent conflict** between:
 - the Parish Council acting as a **local authority**, seeking to provide parish facilities; and
 - acting as **managing trustee** of a charity whose sole object is to provide a recreation ground.
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Accounting and Audit Advice on Trustee Status

Following the Fields in Trust discussion, the Clerk sought specific advice from the Council's internal auditor on the accounting and audit implications should WPC consider becoming the sole trustee.

Summary of Auditor's Advice

The auditor confirmed that any governance decision should be made alongside legal advice, but provided the following key observations:

From an accounting and audit perspective, there are a number of points worth considering:

- **Charity Registration and Reporting Obligations**

As sole managing trustee, WPC's responsibilities are to ensure the correct filing with the Charities Commission; this would not change. WPC assumes full legal and financial responsibility for the charity.

- **Consolidation and Presentation of Accounts**

As sole trustee, there needs to be a clear demarcation between WPC's local authority finances and the charity's funds. Charity income must be ringfenced and accounted for separately, and any intermingling of funds — even inadvertently — would be a serious concern from both an audit and regulatory standpoint. The Memorandum of Agreement allows the Council to manage the day-to-day management.

- **Conflict of Interest**

This echoes the legal advice already received, but it is worth reinforcing from a governance perspective. If WPC were to use trust assets or facilities in a way that also serves its functions as a local authority (for example, using the pavilion for council meetings), this could create complications in the accounts and raise questions during audit around the appropriate use of charitable funds and assets.

- **Audit and Internal Controls**

As sole trustee, WPC would bear full responsibility for ensuring robust internal controls over the charity's finances. This would need to be reflected in your audit arrangements. Depending on the charity's financial thresholds, an independent examination or full audit may be required under charity law, separate from or in addition to WPC's own audit requirements under the Accounts and Audit Regulations.

- **Administrative Burden**

It is worth acknowledging the practical point that sole trustee status increases the administrative and financial reporting burden on the Clerk and RFO. The current arrangement with Fields in Trust as custodian trustee provides a degree of separation that simplifies WPC's own accounting and governance obligations.

- **Overall View**

On balance, from an accounting and audit perspective, the auditor would tend to support the existing legal advice that there is limited advantage in WPC assuming sole trustee status. The current structure, with Fields in Trust as custodian trustee, provides useful separation and reduces both the reporting burden and the risk of conflicts arising. Any transition to sole trustee status would require careful thought about how the charity's accounts are presented, audited, and kept appropriately separate from WPC's own finances.



FEASIBILITY FEE PROPOSAL
For the
WINDLESHAM PARISH COUNCIL PAVILION



[REDACTED]

[REDACTED]

[REDACTED]

Mrs. Jo Whitfield
On behalf of Windlesham Parish Council (by email)

26th March 2026

We now write to you detailing some information about us, our experience and how we believe we can assist your project. Firstly, we now take the opportunity to set out a bit more information about us and our relevant experience.

About [REDACTED]

[REDACTED], our associate company, in 1986. The company continues to this day and has worked in every market sector, both public and private. [REDACTED] has a strong portfolio in the catering, retail, exhibition, medical, nursery and hospitality sectors. We have worked with a number of Universities over the years and we were lead consultants for the YMCA nationally working on a mix of multi agency projects involving Local Authorities, commercial partners, Sports Governing Bodies and other Community Groups. We have also developed sports programmes which link into training and coaching which are being delivered nationally. All of these links have given us a good understanding of designing for sporting facilities, as well as training and coaching environments.

This nationally acknowledged reputation in the sports sector led to the formation of [REDACTED] with a brief to focus on sports related projects. For the last 11 years we have provided packages of professional services and construction in this sector. We have decided that moving forwards we will only offer our primary professional services package rather than construction but constructing many of our own facilities has provided invaluable knowledge and help to inform our design decisions and our understanding of cost models.

We note the development history of [REDACTED] because there is much to be gained by bringing practical knowledge of retailing, catering, conferencing, hospitality and other community facilities to the table when designing sporting facilities. They should be so much more than just changing rooms and a bar....

Our Services

[REDACTED] have extensive experience of delivering these types of multi-faceted projects. We will set out, under work sequences below, how we would approach this exercise, the time scales and the costs but firstly we will note that we are able to take this project from this initial conversation through development of the brief, production of the initial feasibility concept, planning submission, detailed design to

tender, issue of contracts and management of the construction programme to handover.

In order to deliver this we have assembled a full team of specialist consultants including:

Architects, Structural Engineers, Mechanical and Services Consultants, Contract Management Consultants, Quantity Surveyors, Catering and Sports Development Consultants so that we can offer a single source professional services team. The design team lead is [REDACTED] and the Contract management and QS team is led by Andy Macdonald.

By pulling together a cohesive team of professionals under one roof we provide clear project development and delivery without fractured communication lines. We want to be responsible for all aspects of the design and management so that all parts of the process are working smoothly together which ultimately delivers fee cost rational and accountability leading to less mistakes.

Your scheme

We have extensive experience of working with community projects and sports clubs. It is clear, from our conversation on site, that there is potential on the site to develop a community facility that not only provides changing facilities but also a social space that can be flexible to cater for all groups.

We discussed your initial thoughts above the redevelopment. The plan is to look demolishing the existing building and constructing a new pavilion on roughly the same footprint. We have a good idea on the brief but, if appointed, would ask that you set this out as your first task so that we are 100% clear on what the building needs to provide.

The consultancy role will need to be tendered and we believe this will be prior to the planning submission stage but what you need, initially, is a better idea of building design and constructive cost assessment prior to going out to tender so that it is clear what scheme will be developed at planning to enable a fair tender competition.

We have recent experience of developing similar type of projects in this way including the Hook Pavilion project currently on site working with Hook Parish Council.

Feasibility Study

As noted during our site visit, we offer a feasibility stage to get the project moving.

This feasibility phase would specifically include:

- Generate proposed plans and elevations for the new building proposals in line with your brief requirements. We would expect there to be minor modifications to the schemes before they are finalised.

- Put together a build estimate for the accepted scheme designs that would be based on our experience and known current build rates. It may well identify construction costs that exceed the current budget. But in this way we can work with you to develop a priority list of elements that can be provided for the budget and work packages set up as phases of work.
- By the time we have completed the feasibility stage we will have identified a design that can easily be adapted to support a planning application together with an itemised cost report

Our fee for carrying out the first phase of work would be £2,750 plus VAT.

In addition, if you require visuals to be produced we can provide this for a cost of **£600** plus VAT per visual.

Additional information we would need

Prior to the next stage (planning) we would need a topographic survey of the available building area in AutoCAD format. If this is not available at present (albeit we believe it is) then we would be able to organise for a topographic surveyor to attend site to carry this work out. The cost of this survey is likely to be around **£1,000** plus VAT but we would need to seek formal quotes for the works as it would be provided by an independent company. Alternatively, you may have local contacts that you could go to in order to undertake the work.

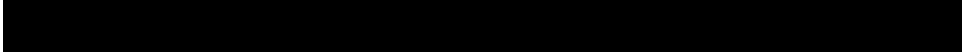

The following surveys/information, whilst not essential at this point, would also be extremely helpful in helping finalise the design and projecting accurate expected costs:

- Existing utilities survey of the local site or information that you have on file
- Soil investigation including borehole testing and BRE Digest soakage testing
- CCTV foul drainage survey showing existing drainage

Moving on from that point

Having identified the cost of the various proposals, generated plans and elevations and reviewed the impact of these on Planning etc then we would be ready for implementation. [REDACTED] happy to offer you a package which would include:

- Planning Application preparation and submission and subsequent condition clearance.
- Detailed design through to, and including, Building Control approval (we work closely with a Building Control Approved Inspector).
- Interior design and fit-out options including proposals for all materials or working alongside you as you procure
- Tender management process.
- Full project management including financial reports for funding organisations
- Take the project through to handover and final Building Control sign-off



Each of these elements would be costed prior to each process commencing so you are only committed to the phase of works that you are currently progressing. We appreciate that the planning application stage would be subject to tender and then the following on stages, should we be appointed, can then be instructed one after the other dependent on available finance and authorisation.

In conclusion, this is an exciting project and one that we are very keen to work on with you!

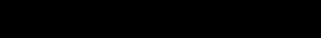
If you have any further questions either Andy or I would be delighted to take a call. In the meantime if this proposal is acceptable to you we would be able to commence the works straight away setting up surveys and reviewing the brief with our team. All that we would require to start would be a confirmation email from you.

With my best regards





Terms & Conditions:

All engagements accepted by  Limited are subject to the following terms of business except where changes are expressly agreed in writing.

1. General Conditions

1. We will endeavour to work to the best of our ability.
2. All fees and charges submitted by other specialists sub-contracted by prior agreement with the client shall be the responsibility of and payable by the client (excluding Barrister's fees).
3. No responsibility is accepted for unavoidable errors or omissions, or matters beyond our control.
4. The practice shall not sub-contract any part of the commission without first receiving approval in writing from the client with a clear understanding of responsibilities.

2. Fees

1. Our fees are calculated on the basis of the time spent on your affairs by the principal and staff, and on the level of skill and responsibility required.
2. The following costs are normally added to fee accounts as disbursements or payable directly by the client:
 1. Additional Photocopying (above and beyond the completed issue of all paperwork) of specifications including design and access statement and the printing of plans.
 2. ProMap Ordnance Survey Maps
 3. All fees charged by a Local Authority
 1. Postal and delivery charges when agreed in advance by the client.
3. Invoices will be submitted on a monthly basis or as otherwise agreed with you and must be paid in full within the payment terms agreed in the contract with the base date of each payment being dictated by the date of each invoice. We reserve the right to charge interest on any amounts owing at 5% above Barclays Bank PLC base rate. We reserve the right to suspend work on projects where accounts are outstanding after 30 days, other than by prior agreement.
4. Should a significant amount of additional work be required due to design changes and/or specification changes (etc), additional charges may apply unless agreed in advance.
5. If it is necessary to carry out additional work outside of the agreed brief then this work will involve additional fees and will be priced and submitted for the approval of the client prior to commencement of work.

3. Law

This contract is subject to England and Wales law.