



Windlesham Parish Council

Joanna Whitfield
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The Council Offices
The Avenue
Lightwater
Surrey
GU18 5RG

21st July 2026

To: Cllrs Harris, Hartshorn, R Jennings-Evans, Lewis, Marr, White, Willgoss, Gordon and Hardless

You are hereby summoned to attend a meeting of the Civic Amenities and Recreation Committee to be held at Lightwater Library, 83A Guildford Road, Lightwater on **27th July 2026 at 7:00pm** to act upon the under-mentioned business.

Yours sincerely

Joanna Whitfield
Clerk to the Council

MEETING INFORMATION

Members of the public are invited to attend this meeting. Alternatively, if you wish to submit questions or comments on any agenda item without attending, please email clerk@windleshampc.gov.uk by midday on Monday 27th July 2026. Please note that the name of the person submitting the representation will be read aloud at the meeting unless anonymity is requested in writing at the time of submission. All public representations, whether written or verbal, are limited to 450 words or a maximum of three minutes.

AGENDA

- 1. To appoint a Chair and Vice-Chair for the ensuing year**
- 2. Apologies for Absence**
- 3. Declarations of interest:** Members to declare any interest, including Disclosable Pecuniary Interests they may have in agenda items that accord with the requirements of the Parish Council's Code of Conduct and to consider any requests from members for dispensations that accord with the Localism Act 2011 S33(b-e)
- 4. Public participation time:** In accordance with Standing Orders a period not exceeding 20 minutes will be allowed for public participation.
- 5. Exclusion of the press and public.** To agree any items to be dealt with after the public, including the press, have been excluded under S1(2) of the Public Bodies (Admission to Meetings) Act 1960.

Cemeteries

- 6. Windlesham Cemetery Drainage project- To consider quotes for Archaeological services**
- 7. Bagshot Cemetery Drainage and Pathway project- To consider quotes for Archaeological services**
- 8. Windlesham Cemetery- To consider quotes for the restoration of Historical Memorials**

9. Consideration of Priority 2 Memorial Testing across all three cemeteries

10. Windlesham Cemetery- Memorial Tree Application

Greenspaces

- 11. To consider the replacement of trees at Bosman Drive**
- 12. To consider Event Organisation Requirements at the Lightwater Recreation Ground**
- 13. To consider an event application from 1st Lightwater Scouts to host their Bonfire and Fireworks event on Lightwater Recreation Ground**
- 14. To consider a proposal for additional Planting at the Lightwater Memorial Gardens**
- 15. To consider the condition of the boardwalk at School Lane Field Pond**

Grants

- 16. Grants- To consider grants from the Friends of Valley End CoE Infant School, Windlesham Darby & Joan and the Windlesham Field of Remembrance**

Civic

- 17. Remembrance Day arrangements**
- 18. To consider options for the provision of Mini Christmas trees along Bagshot High Street during the Christmas period**

Updates and Correspondence

- 19. Clerks Update**
- 20. Correspondence**

CONFIDENTIAL

- 21. Exclusion to 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 Meeting) Act 1960.**
- 22. To consider reasons for apologies**
- 23. To approve previous Confidential Resolutions**

Item 6- Windlesham Cemetery Pathway Removal

Background

Persistent surface water issues have been experienced at Windlesham Cemetery, particularly along the pathway within the older section.

At the Windlesham Committee meeting held in January 2026, Members considered cemetery drainage and received the findings of a commissioned Groundwater Risk Assessment undertaken in December 2025.

At the Civic Amenities and Recreation Committee meeting in May 2026, it was resolved to proceed with works to remove the existing pathway in the 'Old Section' of the cemetery and replace it with turf, to be funded from the Windlesham Cemetery Maintenance Earmarked Reserve (EMR). It was also noted at that time that a precautionary exhumation licence would be required, as the excavation works would take place in close proximity to graves.

Additionally, an allocation of £2,000 was agreed for grave-digging services.

Ministry of Justice Requirement

An application has since been made to the Ministry of Justice for a precautionary exhumation licence. However, the application has been refused.

The Ministry of Justice has advised that, due to the nature of the works and their proximity to graves, the services of a suitably qualified archaeologist are required to:

- Submit the necessary application
- Undertake an archaeological watching brief
- Manage and respond appropriately in the unlikely event that any remains are uncovered

Financial Implications

Provision has been made for grave-digging support in the sum of £2,000.

However, quotations received for archaeological services indicate that the cost of compliance with the Ministry of Justice requirements will be higher than anticipated.

Archaeological Quotations

Three quotations (attached) have been obtained for the required archaeological services and are summarised below:

Based on 3 days of excavation- it is to be noted if the number of days of excavation exceeds those quoted the total will increase

Contractor	Scope of Works	Cost (£) EX VAT	Total Cost (£) EX VAT	Notes
A	Project set up			Prices have been based on 3 days of excavation.
	Project set up to include WSI and RAMS, project set up, burial licence application and management.	£870		
	Site Code.	£80		
	Reporting			
	Prepare Report.	£1,155		
	Archiving			
	Find processing.	£215		
	Prepare archive for storage.	£360		
	Deposit digital records with the archaeological Data Service.	£450		
	Fieldwork			
	Day rate for Project Lead attendance (8am – 4pm). Based on 3 days of excavation.	£1,125		
	TOTAL	£4,255		

	Contingency			
	Finds and Enviro processing and assessment	£750-£1,000		
B	Preparation			Prices have been based on 3 days of excavation. No report quoted, but £650 if requested.
	Ministry of Justice Application	£210		
	RAMS & Mobilisation	£315		
	Monitoring			
	Monitoring Attendance - if archaeologist onsite from 8am – 4pm			
	£390/day (based on 3 days of excavation)	£1,170		
	Reporting	PCA assume that no reporting will be required		
	TOTAL	£1,695		
	Contingency			
	Should archaeological discoveries be beyond the scope of one person to deal with, or if substantial remains threaten the groundworks			

	programme, then it maybe necessary to mobilise additional staff to assist. Post excavation assessment (only if human burials are uncovered). Reburial costs to be agreed once site works have been completed.	£380/day £1,250 TBA		
C	Preparation			Based on 5 days fieldwork/watching brief
	Prepare application for and attain MoJ Licenses.	£350		
	Prepare Written Scheme of Investigation.	£350		
	Prepare Risk Assessment and Method Statement.	£200		
	Watching Brief	£2,300		
	Estimate for 5 days of fieldwork/watching brief			
	Reporting	£1,570		
	Basic report preparation, archive of record, submission and approval of report.			

	Total for above steps with 5 days of fieldwork	£4,700		

Watching Brief Report

It is to be noted, that two quotations allow for reporting after the Watching Brief.

The Ministry of Justice has confirmed that a watching brief report is not a specific requirement of the archaeological licence. However, the Chartered Institute for Archaeologists regards reporting as standard professional practice following a watching brief, irrespective of whether remains are encountered. It allows the Council to have a permanent record of what was observed.

Members are therefore asked to consider whether the value of maintaining a formal permanent record of the works justifies the additional expenditure associated with report production.

Considerations Relating to a Watching Brief Report

Advantages

- Provides the Council with a permanent record of the excavation works and any observations made, regardless of whether remains or archaeological features are encountered.
- Demonstrates that the Council has undertaken the works in accordance with archaeological requirements and exercised appropriate due diligence.
- Creates a useful reference document for future cemetery management, helping officers understand what was, or was not, encountered during the works. This may assist with future pathway, drainage or burial projects.
- The Chartered Institute for Archaeologists regards reporting following a watching brief as standard professional practice, irrespective of whether any remains are encountered.
- Provides an audit trail demonstrating that any human remains encountered were managed appropriately and in accordance with the approved methodology and Ministry of Justice requirements.

Disadvantages

- Producing a report increases project costs.
 - Where no remains or archaeological features are encountered, Members may consider that the report offers limited practical benefit beyond confirming that nothing significant was found.
 - The Ministry of Justice has confirmed that a watching brief report is not a specific requirement of the archaeological licence application.
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Timescales

As a result of the additional requirement to appoint an archaeologist and seek further approvals, the project has been delayed. Subject to Committee approval, the works are now anticipated to commence in early autumn 2026, dependent on archaeological and contractor availability.

Decision Required

Members are requested to:

1. **Consider the quotations received for archaeological services**
2. **Consider the requirement for a Watching Brief Report**
3. **Approve the appointment of a contractor to undertake the required archaeological watching brief**
4. **Agree the additional expenditure, to be funded from the Windlesham Cemetery Maintenance EMR**
5. **Agree an upper spend limit to take into consideration contingencies. Indications are that excavation works will take 3 days**

Sarah Wakefield
Assistant Clerk
Windlesham Parish Council
The Council Offices
The Avenue
Lightwater
Surrey
GU18 5RG

Quote A

19th June 2026
Our ref: 35321/Let01_SW

Dear Sarah,

**Windlesham Cemetery, Surrey:
Archaeological Monitoring and Recording**

I am writing to present costs for the required archaeological monitoring and recording during the proposed groundworks on the above site. All works would follow the archaeological WSI to be provided by [REDACTED] Archaeology Group.

In general, the work would be carried out as follows:

- 1) Project set-up including production of a WSI and Risk Assessment and Method Statement (RAMS), submitting a burial licence application to the Ministry of Justice and ordering a site code.
- 2) Archaeological Monitoring and Recording fieldwork.
- 3) Post-excavation and Production of a Fieldwork Report.

Project Set Up

A detailed Stage 1 WSI for the project will be produced by [REDACTED] Archaeology, this will need to be submitted formally and approved by the Historic Environment Planning team at Surrey County Council and the Diocesan Advisory Committee (DAC) Archaeological Advisor for the Diocese of Guildford. The WSI will outline the methodology for a programme of archaeological monitoring and recording detailing national, regional and local standard and guidance for fieldwork, reporting and archiving. Given the scope of the work, we have assumed no Surrey HER search will be required.

In advance of the groundworks [REDACTED] will submit an application for a burial licence to the Ministry of Justice. No works will commence prior to receiving the burial licence.

[REDACTED] will produce a Risk Assessment/Method Statement (RAMS) which will cover the Health and Safety aspects of the work. On arrival [REDACTED] will carry out their H&S induction where all staff must sign the RAMS. Where the Principal Contractor is present, [REDACTED] will be inducted appropriately.

A site code will be procured to facilitate archiving of all finds and records on the completion of the archaeological investigation.

Archaeological Monitoring and Recording Fieldwork

The archaeological mitigation will comprise the monitoring and recording of the proposed pathway improvement works, overseeing any excavation in proximity to the graves. No human bone will be taken off site. Any human remains encountered during the planned works will be treated with dignity, secured appropriately, and reinterred within the cemetery grounds within a reasonable timeframe and in accordance with the requirements of Windlesham Parish Council and the Guilford's DAC.

The archaeological monitoring and recording would be carried out by a Project Supervisor. I have provided a day rate for site attendance, with management, survey and travel included. The site attendance day rate includes all expenses and equipment and is based on an 8 hour working day, Monday to Friday (standard 8am-4pm). Unplanned overtime will be charged per hour over the 8-hour period.

In the event that significant archaeological remains are encountered it may be necessary to supplement the Project Supervisor with Assistant Archaeologists, but this would not be implemented without the agreement of yourselves as to the necessity for such work. [REDACTED] will aim to keep our attendance to the minimum by liaising directly with the contractor attending the site. The cost assumes welfare is provided by the contractor.

Post-Excavation and Reporting

Upon completion of the fieldwork a report would be produced within four to six weeks (subject to any specialist reports that may be required). The costs below cover for a basic fieldwork report, and assume a small archive box of finds recovered. In the event more significant remains are encountered a contingency sum has been provided. This would only be activated after discussion with yourselves and the archaeological advisor as to the necessity of such work.

The costs presented below also include archiving. Upon completion of the reporting [REDACTED] will organise the preparation and deposition of the site archive, in consultation with yourselves and the landowner.

Assumptions and Caveats

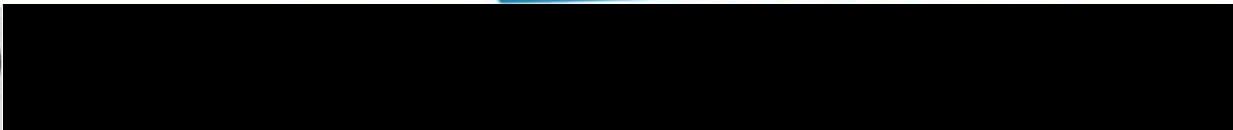
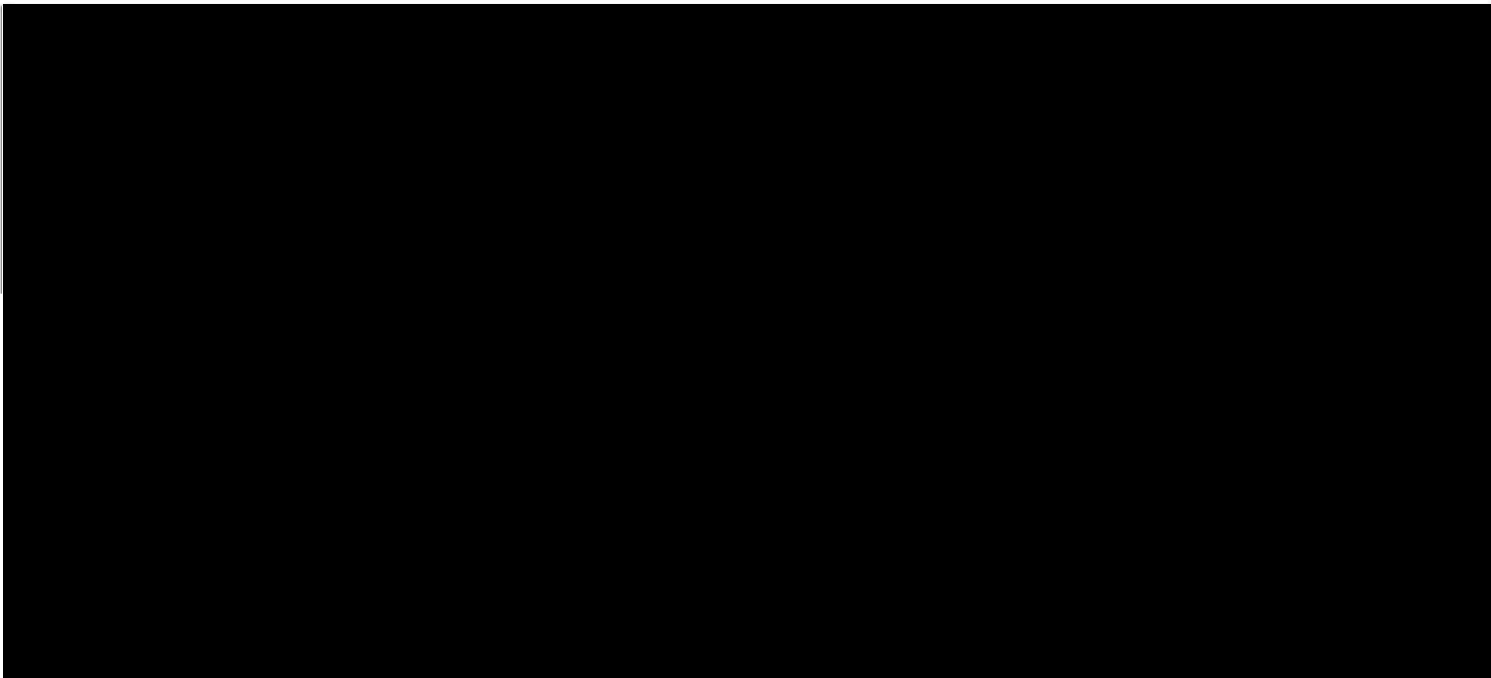
The following assumptions have been made, and the costs would need to be amended if they are incorrect:

- 1) An HER search is not required.
- 2) Welfare is supplied.
- 3) Any human remains will be recorded and left on site.
- 4) No scientific dating, geoarchaeological sampling or conservation is required.

I hope you find our quote of interest, and I look forward to hearing from you in due course. Please do not hesitate to get in touch if you would like to discuss our quote or if I can be of any further assistance.

Please do not hesitate to contact me if you require clarification or further information.

Yours sincerely,



Cost Breakdown

Project set up	COST
Preparation of RAMS and WSI, project set up, burial licence application and management	£870
Site code	£80
Sub Total	£950
Reporting	COST
Prepare report	£1,155
Sub Total	£1,155
Archiving	COST
Finds Processing	£215
Prepare archive for storage	£360
Deposit digital records with The Archaeological Data Service	£450
Sub Total	£1,025
Total	£3,130

Fieldwork	COST
Day rate for Project Lead attendance	£375
Day rate for Assistant Archaeologist attendance (if required)	£235

Contingency	COST
Finds and Enviro processing and assessment	£750-£1,500

All prices are exclusive of VAT and are valid for 6 months.

Archaeology Group – 19th June 2026



1.1 [REDACTED]
[REDACTED]
[REDACTED]

1.3 You, yours means the person(s) firm(s) or Company or companies named as the Client in the Project Agreement and where includes more than one party is named, the Project Agreement shall be deemed to be entered into with both parties jointly and severally.

1.5 The Site shall mean the area to be investigated.

1.6 Consents and Approvals. All consents or approvals unless otherwise specified are to be obtained by you.

2.1 The scope of works to which these conditions refer is contained within the Project Agreements.

2.3 [REDACTED] will provide you with a cost for any additional works before the work is commenced.

2.4 These terms and conditions will also apply to any additional works.



3. FEES AND OUTLAYS

- 3.1 All fees quoted by us are exclusive of VAT unless specifically stated otherwise and are valid for acceptance within three (3) months of receipt by you. We reserve the right to revisit our costs should you respond after the three (3) month period or the tender submission deadline.
- 3.2 We reserve the right to renegotiate the rates where necessary.
- 3.3 Fees are payable whether or not the project is successfully concluded or completed. If, for any reason, the project does not proceed to completion, we are entitled to charge for work done.
- 3.4 Where you and others are joint clients, you will each be jointly and severally liable for our fees, costs and outlays i.e. we may recover the full amount of our fees, costs and outlays from any of you, unless otherwise in writing with you.
- 3.5 For fieldwork projects our rates do not include provision and placement of imported material for backfilling, reinstatement or making good, unless we specify otherwise in our Quotation. We will backfill by agreement using arisings.
- 3.6 For fieldwork projects our rates exclude any costs relating to physical conditions arising from or as a consequence of artesian or sub-artesian groundwater, or vertical groundwater flow in exploratory holes.
- 3.7 The rates and fees quoted by us assume two (2) weeks' (ten (10) working days) notice in writing in advance of commencement of the work is received by Us. If work is required to commence with less than two (2) weeks' notice, a rapid mobilisation fee may be chargeable at Our sole discretion.

4. PAYMENT

- 4.1 Our standard payment terms are thirty (30) days from date of invoice, inclusive of VAT where applicable and without retention. Late payments will be subject to levying of interest and an administration charge in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.2 Where fees are not paid within 30 days we reserve the right to suspend or terminate the provision of all or any services (and instruct any third parties engaged by us to suspend provision of their services). We are also entitled, in certain circumstances, to retain papers, documents etc until we receive payment of any monies due to us by you.

5. COPYRIGHT

- 5.1 The copyright in all drawings, reports and other printed and electronic documents arising from the Project Agreement shall remain with us; we will grant you a licence to use the report(s) and other document(s) for the Project and, with our prior written approval, for general publicity purposes.

6. LIMITATIONS

- 6.1 We accept no liability for any costs arising from damage to property or crops which is the unavoidable result of Site investigation works carried out by us, or for any consequential costs arising from such damage or from use of the Site.
- 6.2 We accept no liability for any costs arising from loss or damage to underground services, or the consequences of such loss, unless such underground services precise position had been provided to us in writing prior to the commencement of the Period of Excavation. Our right and Obligations under Project Agreement shall be unaffected by any searches undertaken. All costs in relation to such damage shall be payable by you.
- 6.3 We shall not enter into any warranty agreement or give any indemnity.

7. ACCESS TO SITE

- 7.1 Unless you have expressly commissioned us to do so in writing in the Project Agreement, We shall not be responsible for obtaining access to the Site. All necessary arrangements for access shall be made by you or your representative.
- 7.2 You warrant to us that you have obtained and paid for all necessary certificates, licences, permits and consents required by law, or by any order or regulation, by any bye-law or regulation of any authority or statutory undertaker.

8. DELAY

- 8.1 Access to the Site and the Programme of Work will be arranged in accordance with an agreed schedule. Our Quotation, unless expressly stated in writing, assumes that there will be no delays. Where such delays occur, whether due to lack of access, health and safety considerations, spoil transportation, adverse weather or other factors beyond our control, we will require payment for all delays at the agreed daily rate stated in Our Quotation/tender documentation.
- 8.2 In the event of a delay we will make every effort to redeploy our staff but where this is not possible we will require payment for unavoidable forward costs commitments for our staff for a period of at least 4 weeks.

9. HEALTH AND SAFETY

9a Site Health and Safety where [REDACTED] is NOT the main contractor.

- 9.1 Where [REDACTED] is not the main contractor on a site the main contractor's Risk Assessment will have primacy over the AOC Risk Assessment(s) given that:

1. The main contractors' risk assessment is aware of, and takes account of, [REDACTED] working practices – i.e. it does not compromise normal and safe archaeological procedure as set out in our Written Scheme of Investigation and Risk Assessment;
 2. [REDACTED] was notified of the full suite of hazards present prior to arriving on site;
 3. There is a proper induction and monitoring process in place and AOC staff have been through this process;
 4. There is no significant conflict between [REDACTED] Health & Safety procedures and those proposed by the main contractor;
 5. [REDACTED] are made aware of new threats or hazards as they arise during the course of our on-site involvement.'
- 9.2 You shall comply with all health and safety legislation, approved codes of practice and guidance which are relevant to the Site including without limitation the Health and Safety at Work etc Act 1974.
- 9.3 You shall ensure that your contractors, staff and agents comply with the legislation set out in clause 9.1.
- 9.4 You shall comply with all health and safety and emergency procedures and instructions notified to you by us. It shall be your responsibility to notify your contractors, staff and agents of these procedures and instructions and ensure their compliance.
- 9.5 Without prejudice to any other right or remedy set out in this Project Agreement or available to Us in common law or under statute, in the event that any person is injured, becomes ill or dies as a result of Your failure to comply with this clause or as a result of any act, omission on your part or on that of Your invitees, agents, contractors or employees, You shall be liable for and shall fully and promptly indemnify Us against any loss, costs, damages, claims or expenses incurred by Us and arising from such injury, illness or death.
- 9.6 Our Quotation does not allow for working on contaminated sites or sites which We consider to be potentially hazardous to our employees or plant, unless specifically agreed otherwise in writing to You. Where We consider that special requirements are necessary e.g. project specific specialised personal protective clothing, special safety equipment or special decontamination facilities, We will recharge You for provision of any or all of these at cost plus ten per cent (10%), and all related delays will be charged at the agreed daily rate in Our Quotation.

9b Site Health and Safety when AOC is the main contractor

- 9.7 The client will provide [REDACTED] with full details of any on site utility services. [REDACTED] would prefer to only undertake ground breaking works on land where services have been cut or neutralised. [REDACTED] recognises that for many reasons this is frequently impractical. Where live services are present, every care will be taken in avoiding striking these services. [REDACTED] will be entitled to rely on the service information provided by the utility authority or client, subject to seeking to ascertain the exact location of any services marked on that information prior to excavation. However, [REDACTED] seeking to ascertain the exact location of marked services or, where in its risk assessment [REDACTED] has stated that it will scan for unmarked services, shall not relieve the client of responsibility under this paragraph, to the extent that it is impracticable for [REDACTED] to ascertain the presence of services by electronic means prior to excavation by reason of overgrowth, the presence of structures or any other condition which make such investigation impracticable. It should also be noted that not all services are detectable by electronic means for example gas or water services.
- 9.8 No cost provision has been made for the secure fencing of the site or open trenches. If this is a requirement costs can be provided on request.
- 9.9 The client is solely responsible for all aspects of site security. [REDACTED] will not accept liability for any damage caused by vandalism or theft. This includes all hired equipment, plant stores etc and any property or equipment owned or hired by the client.
- 9.10 Where previous work has identified the presence of contaminated ground, [REDACTED] must be notified of the nature and extent of the contamination and be given guidance as to the appropriate health and safety precautions required. Where these precautions comprise more than the use of thin over-suits and nitrate gloves [REDACTED] will provide the necessary equipment for an additional cost (see condition 9.5 above).

10. TITLE TO ARCHIVE- ENGLAND

- 10.1 The Finds and Records excavated or created for the Project will form the Archive of the Project. In accordance with public policy We will ask You to transfer ownership of the Archive to the local recipient museum or other appropriate archive or repository.

11. INSURANCE

- 11.1 We have and Public Liability Insurances and Professional Indemnity Insurance as defined below:

- | | | |
|---|---|-------------|
| • | Public Liability | £5,000,000 |
| • | Employer's Liability | £10,000,000 |
| • | Professional Indemnity (for any single claim) | £5,000,000 |

- 11.2 This insurance is provided automatically but if you prefer to maintain separate arrangements we have no objections.

12. TERMINATION

Completion of Scope of Work

- 12.1 An agreement between you and us for the provision of a defined scope of work end on the completion of that scope of work.

Early Termination

- 12.2 We may terminate the Project Agreement at any time by giving written notice to you.
- 12.3 We will not do this without good or substantial reason such as:

- the threat or risk of violence, injury or other danger to the well being of our personnel.
- You requesting us to break the law or any professional requirement.
- Your failure to pay us any amounts due.
- Your insolvency
- Any other breach by you of these terms.
- Our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel.

Force Majeure

- 12.4 We reserve the right to defer any project, or part of project or to cancel this Agreement if We are prevented from or delayed in carrying out our work due to circumstances beyond Our reasonable control, including without limitation, severe weather, failure of suppliers to meet delivery requirements, industrial disputes, governmental actions, war or national emergency, lock-outs, strikes.
- 12.5 Neither you or we shall be liable for any failure to perform, or delay in performing, any obligations to the extent that the failure or delay is caused by Force Majeure and the time for performance of obligation, the performance of which is affected by Force Majeure, shall be extended accordingly.
- 12.6 If the party claiming relief under this paragraph is prevented by Force Majeure from wholly or substantially performing its obligations under the Project Agreement for a continuous period of more than 28 days, the other party shall be entitled to terminate the Project Agreement immediately by notice to the party claiming relief under this paragraph. Neither party shall be liable to the other because of such termination , but you shall remain liable to pay all fees and expenses incurred before termination as provided below.

Rights on Early Termination

- 12.7 On early termination, you will remain liable to pay all fees and expenses incurred before termination and due under our Project Agreement or due on the basis of time spent at our usual hourly rate together with any further fees and expenses for work necessary to

transfer our files to another supplier of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

13. ANTI-CORRUPTION

- 13.1 You shall comply with the provisions of the Public Bodies (Corrupt Practices) Act 1889 and the Prevention of Corruption Acts 1906 and 1916 (and any other statutory amendments or re-enactment thereof for the time being in force).

14. THE AGREEMENT

- 14.1 This Agreement will come into existence as described in clause 2.1. The Agreement will consist only of Our Quotations, the Programme of Work, these Standard Conditions and any Special Conditions set out in the Project Agreement. These documents constitute the whole agreement between Us and supersede all previous or collateral agreements between Us relating to the subject of this Agreement. These Standard Conditions and the Special Conditions may only be amended if both of Us agree in writing.

15. ABOUT THIS AGREEMENT ENGLAND

- 15.1 This Agreement is subject to and shall be construed in accordance with the Laws of England, and the parties submit to the exclusive jurisdiction of the Courts of England.
- 15.2 You may not sub-let or assign this Agreement with Our prior written consent.
- 15.3 Notices shall be sufficiently served if sent by pre-paid first class recorded delivery letter or facsimile transmission to the address appearing in this Agreement or such other address as each party may from time to time have communicated in writing to the other. In the absence of proof to the contrary notices shall be deemed to have been received by the addressee on the second business day after the date of posting, or for facsimiles, on successful transmission.
- 15.4 If You owe us any money under the Project Agreement (including these Standard Conditions), We shall be entitled to deduct that amount from any sums We may be due to pay to You.
- 15.5 If any provision contained in these Standard Conditions of the Project Agreement shall be held to be invalid illegal or unenforceable for any reason, the validity of the remaining provisions shall not be affected.
- 15.6 Headings are for convenience only and do not form part of these Standard Conditions or the Project Agreement. They are not to be taken into account in their construction or interpretation.
- 15.7 If the Project Agreement or Standard Conditions prohibit you from doing anything, you must not allow anyone else to do the same thing.

- 15.8 Any reference in the Project Agreement or Standard Conditions to any Act of Parliament, Order or Statutory Instrument shall also refer to any subsequent amendment or re-enactment.
- 15.9 Any cancellation of the Project Agreement or termination of this Agreement shall be without prejudice to any right or remedy available to either You or Us before the cancellation or termination.
- 15.10 Notwithstanding another provision herein contained nothing in this Agreement confers or purports to confer any rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party hereto.
- 15.11 This Appointment is subject to English law and all disputes shall be referred to the exclusive jurisdiction of the English Courts. The parties agree that before issuing a claim under the Civil Procedure Rules 1998 (as amended from time to time) ("CPR") they shall attempt to settle any dispute that arises under or in connection with this Appointment in good faith. If within ten (10) working days the parties acting through the Director of {INSERT COMPANY NAME} on behalf of Us and You (or Your nominated representative in this matter who shall be notified to Us in writing on behalf of You) fail to resolve the dispute between them, either party may issue a claim under CPR, or they agree, enter into a Model Mediation Agreement as published by the Centre for Effective Dispute Resolution, from time to time. Where the parties enter into such an agreement, either party may refer the matter to the Courts, if the dispute remains unresolved for twenty (20) days from the date of the Mediation Agreement referred to above.
- 15.12 The commissioning of [REDACTED] by you to undertake these works implies the implicit agreement by you of the above Standard Conditions.

16. APPLICATION OF TERMS

- 16.1 Subject to any variation under clause 2.3 these conditions ("Agreement") are the only conditions upon which we are prepared to deal with you, and they shall govern the Project Agreement to the entire exclusion of all other terms or conditions.
- 16.2 No terms or conditions supplied by you shall form part of the Project Agreement and you waive any right which you might otherwise have to rely on such terms and conditions.
- 16.3 Any variation to these conditions shall have no effect unless expressly agreed in writing and signed by an authorised officer of ours.

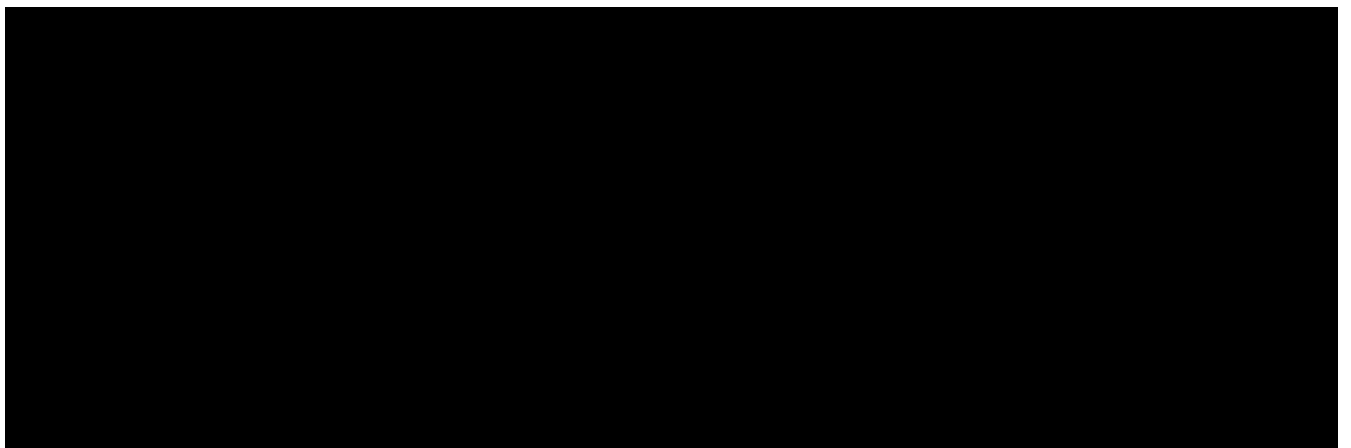
TERMS OF BUSINESS

I/We _____

Acknowledge receipt of the above terms of business provided by [REDACTED] Archaeology Group.

Signature(s) _____

_____ Date _____



Quote B

Windlesham Cemetery, Surrey

QUOTE FOR AN ARCHAEOLOGICAL WATCHING BRIEF

Updated by 09/07/2026

This fee proposal is valid for 3 months

Work : > Watching Brief

Duration: unknown

ITEM	RESOURCE	RATE	No.	TOTAL
PREPARATION	Ministry of Justice Licence application	£	420.00	0.50 £ 210.00
	RAMS & Mobilisation	£	420.00	0.75 £ 315.00
SUB-TOTAL				£ 525.00

Monitoring	Monitoring Attendance (day rate)			£	390.00
	Stand by Rate (day rate)			£	280.00
	1. Minimum charge 1 day				
	2. Project management charged at £55 per hr				
	3. If the monitoring reveals multiple human remain then additional staff may be required in order to minimise delays to the groundworks				
	Archaeologists, per person	£	380.00	per day	
	Survey Equipment (if required)	£	300.00	per week	
	Materials costs (inc. vehicles)	£	300.00	per week	
SUB-TOTAL					Visits X day rate

ALL PRICES EXCLUDE VAT CHARGEABLE AT STANDARD RATE

Notes	This fee proposal assumes the following:
1	That a standard working day will apply. This is 0800-1600 M-F. Beyond this, overtime rates apply @ 150% weekdays and Sat, 200% Sun and BHs
2	That the client or Main / Principal Contractor will provide, if required: Site welfare Site / Trench security Spoil management Water management Trench support works
3	Should archaeological discoveries be beyond the scope of one person to deal with, or if substantial remains threaten the groundworks programme, then it may be necessary to mobilise additional staff to assist. If so, they will be charged as follows: Day-rates: Archaeologist £ 380.00 + VAT
5	The final project total will reflect the actual number of days in attendance (up or down).
6	The minimum charge for Site attendance for the site staff is half a day.
7	It is assumed that no report will be required in relation to our monitoring
8	Human burials (including cremations), if post excavation assessment is required, will be chargeable at £1,250 each exclusive of reburial costs.
9	Reburial costs will be agreed once site works has been completed.

STANDARD TERMS AND CONDITIONS

These Terms and Conditions should be read in conjunction with the Proposal Letter, Written Scheme of Investigation and/or RAMS and the Notes on the Fee Proposal

Terms and Conditions of Commission

- 1) The fee proposal is open for acceptance for a period of three calendar months from the quotation date.
- 2) Work will not commence until a written instruction, order or signed agreement accepting our quotation/fee proposal is received from the client. Transmission of this documentation by email is acceptable.
- 3) [REDACTED] will be advised, prior to commencement of the work, of the name and address of the Client, together with any additional information necessary to invoice the work and financially administer the contract. In the absence of such information it will be assumed that the third party commissioning the work becomes responsible for payment of our invoice jointly and severally with the Client.
- 4) [REDACTED] reserves the right to obtain credit searches and may request you to provide further information (e.g. bank details/supplier references) to assist with this at any time.
- 5) All rates and prices exclude value added tax, which will be added to our account at the rate applicable at the invoice date.
- 6) Heritage services, including, but not restricted to archaeological investigations, building or landscape surveys, do not fall within the scope of the Construction Industry Tax Deduction Scheme. No deductions should therefore be made from our account
- 7) The Client is the person or organisation responsible for payment of our account. Where work is commissioned on behalf of a Client by a third party it shall be assumed that the contract has been made with the knowledge and authority of the Client. Where there is doubt [REDACTED] reserves the right to contact the client for confirmation.
- 8) The quotation does not include for any retention or main contractor's discount.
- 9) Any assignments or collateral warranties requested for the investigation may be the subject of a further quotation which will reflect the complexity of the legal detail and the increase in liability exposure required.
- 10) If for any reason the Client postpones or suspends any of the Services or if [REDACTED] is impeded or delayed in the performance of the Services for which it is liable by the occurrence of any circumstances beyond its control, the Client shall provide to PCA a fair and reasonable additional payment in respect of all the additional costs and expenses incurred by [REDACTED] in respect of such postponement, suspension or delay provided that [REDACTED] informs the Client within a reasonable time of any circumstances which could give rise to the right to such additional payment.

Terms and Conditions of Payment

- 11) For payment by BACS and by cheque please refer to the details on the Invoice.
- 12) We reserve the right to submit interim accounts or invoices at the end of each phase of work **or** on a monthly basis for payment within the terms stated above.
- 13) You must notify PCA within 14 days from date of invoice if you have any queries.
- 14) Payment shall become due 30 days after the invoice date. [REDACTED] reserves the right to charge 8% over the Bank of England base rate for all late payments unless otherwise agreed in writing.
- 15) We reserve the right to recover uncontested but overdue invoices through legal means, including the submission of Form SD1, to demand payment within 21 days.
- 16) Clients are reminded of the HM Government's Prompt Payment Code 2018 which encourages best practice in terms of payments to suppliers.



Confidential

ESTIMATE OF COSTS

Project Name: Windlesham Cemetery Pathway Works

Type of work : Archaeological Watching Brief

Date prepared: 09/07/2026

Submitted to: Sarah Wakefield Assistant Clerk Windlesham Parish Council

1a. Prepare application for and attain MoJ Licences	350
1b. Prepare Written Scheme of Investigation	350
1c. Prepare Risk Assessment and Method statement	£200
sub total	£900

2. DAY RATES Watching Brief / inc Fieldwork organisation and set up

	total days	£ rate
Project Manager	1	350
Fieldwork Manager	1	350
Field Officer	1	320

Estimate for 5 days of fieldwork / watching brief	£2,300
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3. Basic report preparation, archive of records, submission and approval of report	sub total	£1,570
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TOTAL for Stages 1-3 with 5 days of fieldwork	£4,770	exc vat
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Notes, Terms and Condition

- The work will be carried out in line with the terms of the Ministry of Justice licence and Written Scheme of Investigation. These must be in place ahead of a start on site. These documents will set out the scope and guidelines for the fieldwork and post excavation work.
- All costs are exclusive of VAT. All field costs are charged pro rata.
- Lead in time for this work would be 6-8 weeks, it may be shorter, depending on when the work is commissioned. The working day is 8am to 4pm including morning break and lunch break.
- Machine Hire - no estimate has been given for machine hire, as it is assumed that this will be provided by the on-site project contractor.
- On-site welfare facilities should be provided by the on-site contractor
- All machine excavation within the watching brief area will be undertaken using a wide toothless bucket and under direct control of archaeologists.
- The number of days of archaeological monitoring will be based on the length of the development groundworks. For a project of this type / size, we might expect a basic of up to 5 days on site. If features are exposed they will need excavation by hand, which may require additional time on site depending on the amount / complexity of features. In the unlikely event that high levels of archaeology is present, the number of [REDACTED] and agreed with the Client and County Archaeological Officer.

 Confidential

- 8 A report on the results of the watching brief will be submitted to the client, and MoJ in line with the terms of the licence. Reports will be issued in within 6 weeks if little or no archaeological material is identified in the trial trenches.
- 9 Costs are inclusive of all travel expenses, hand equipment and overheads.
- 10 This quote is valid for 6 months from issue date above

Item 7- Bagshot Cemetery Pathway and Drainage Works – To approve the services of an Archaeologist

Background

Bagshot Cemetery and Chapel have experienced ongoing issues relating to drainage and deterioration of sections of the main pathway.

A ground soakage report was completed in February 2024 which identified proposed drainage solutions. In addition, a building survey completed in the same year recommended the excavation of a trench along the full perimeter of the chapel building.

At the Civic Amenities and Recreation Committee meeting held in May 2026, Members approved quotations for contractors to proceed with the Bagshot Cemetery pathway and drainage works, with a recommendation that the project be funded from the Bagshot Cemetery Maintenance Earmarked Reserve.

It was also noted at that time that, due to the proximity of the proposed excavation works to existing graves, a precautionary exhumation licence would be required from the Ministry of Justice.

Ministry of Justice Requirement

An application has since been submitted to the Ministry of Justice for a precautionary exhumation licence. However, this application has been refused.

The Ministry of Justice has advised that, due to the nature of the works and their location within a burial area, the Council is required to appoint a suitably qualified archaeologist to:

- Make and manage any necessary applications
- Undertake an archaeological watching brief
- Monitor the works and respond appropriately in the unlikely event that any human remains are uncovered

Financial Implications

Provision had initially been made for grave-digging support in the sum of £2,000 to be funded from the Bagshot Village Reserve.

However, quotations received for archaeological services indicate that the cost of compliance with the Ministry of Justice requirements will be higher than anticipated.

Archaeological Quotations

Three quotations have been obtained for the provision of archaeological services, as required by the Ministry of Justice.

Based on 7 days of excavation- it is to be noted that if the excavation phase exceeds 7 days, the cost will increase

Contractor	Scope of Works	Cost (£)	Total Cost (£)	Notes
A	Project set up			Prices have been based on 7 days of excavation.
	Project set up to include WSI and RAMS, project set up, burial licence application and management.	£870		
	Site Code.	£80		
	Reporting			
	Prepare Report.	£1,155		
	Archiving			
	Find processing.	£215		
	Prepare archive for storage.	£360		
	Deposit digital records with the archaeological Data Service.	£450		
	Fieldwork			
	Day rate for Project Lead attendance (8am – 4pm). Based on 7 days of excavation.	£2,625		

	TOTAL	£5,755		
	Contingency Finds and Enviro processing and assessment	£750-£1,000		
B	Preparation			Prices have been based on 7 days of excavation. Report quoted at £650.
	Ministry of Justice Application	£210		
	RAMS & Mobilisation	£315		
	Monitoring Monitoring Attendance - if archaeologist had to come out onsite from 8am – 4pm £450/day (based on 7 days of excavation)	£2,730		
	TOTAL Monitoring Attendance (only charged if site visit required)	£2,730		
	Contingency Should archaeological discoveries be beyond the scope of one person to deal with, or if substantial remains threaten the groundworks programme, then it maybe necessary to mobilise			

	additional staff to assist. Post excavation assessment (only if human burials are uncovered). Reburial costs to be agreed once site works have been completed. It is assumed that no reporting will be required in relation to our monitoring.	£380/day £1,250		
C	Preparation			
	Prepare application for MoJ	£350		
	Prepare Written Scheme of Investigation	£350		
	Prepare Risk Assessment and Method Statement	£200		
	Watching Brief/inc Fieldwork organisation and set up			
	Estimate for 7 days of fieldwork/watching brief	£2,940		
	Reporting			
	Basic report preparation, archive of records,	£1,570		

	submission and approval of report			
	Total for all the above with 7 days of fieldwork	£5,410		

Watching Brief Report

It is to be noted, that two quotations allow for reporting after the Watching Brief.

The Ministry of Justice has confirmed that a watching brief report is not a specific requirement of the archaeological licence. However, the Chartered Institute for Archaeologists regards reporting as standard professional practice following a watching brief, irrespective of whether remains are encountered. It allows the Council to have a permanent record of what was observed.

Members are therefore asked to consider whether the value of maintaining a formal permanent record of the works justifies the additional expenditure associated with report production.

Considerations Relating to a Watching Brief Report

Advantages

- Provides the Council with a permanent record of the excavation works and any observations made, regardless of whether remains or archaeological features are encountered.
- Demonstrates that the Council has undertaken the works in accordance with archaeological requirements and exercised appropriate due diligence.
- Creates a useful reference document for future cemetery management, helping officers understand what was, or was not, encountered during the works. This may assist with future pathway, drainage or burial projects.
- The Chartered Institute for Archaeologists regards reporting following a watching brief as standard professional practice, irrespective of whether any remains are encountered.
- Provides an audit trail demonstrating that any human remains encountered were managed appropriately and in accordance with the approved methodology and Ministry of Justice requirements.

Disadvantages

- Producing a report increases project costs.

- Where no remains or archaeological features are encountered, Members may consider that the report offers limited practical benefit beyond confirming that nothing significant was found.
 - The Ministry of Justice has confirmed that a watching brief report is not a specific requirement of the archaeological licence application.
-

Timescales

The requirement to appoint an archaeologist and obtain the necessary approvals has resulted in a delay to the programme of works.

Subject to Committee approval, the Bagshot Cemetery pathway and drainage works are now anticipated to commence in early autumn 2026, dependent on archaeological and contractor availability.

Decision Required

Members are requested to:

1. **Consider the quotations received for archaeological services**
2. **Approve the appointment of a suitable contractor to undertake the required archaeological watching brief**
3. **Agree any additional expenditure required, to be funded from the Bagshot Village Reserve**
4. **Agree an upper spend limit, to include a contingency. Indications are that excavation works will take 7 days**

Sarah Wakefield
Assistant Clerk
Windlesham Parish Council
The Council Offices
The Avenue
Lightwater
Surrey
GU18 5RG

Quote A

19th June 2026
Our ref: 35320/Let01_SW

Dear Sarah,

**Bagshot Cemetery, Surrey:
Archaeological Monitoring and Recording**

I am writing to present costs for the required archaeological monitoring and recording during the proposed groundworks on the above site. All works would follow the archaeological WSI to be provided by [REDACTED] Archaeology Group.

In general, the work would be carried out as follows:

- 1) Project set-up including production of a WSI and Risk Assessment and Method Statement (RAMS), submitting a burial licence application to the Ministry of Justice and ordering a site code.
- 2) Archaeological Monitoring and Recording fieldwork.
- 3) Post-excavation and Production of a Fieldwork Report.

Project Set Up

A detailed Stage 1 WSI for the project will be produced by [REDACTED] Archaeology, this will need to be submitted formally and approved by the Historic Environment Planning team at Surrey County Council and the Diocesan Advisory Committee (DAC) Archaeological Advisor for the Diocese of Guildford. The WSI will outline the methodology for a programme of archaeological monitoring and recording detailing national, regional and local standard and guidance for fieldwork, reporting and archiving. Given the scope of the work, we have assumed no Surrey HER search will be required.

In advance of the groundworks [REDACTED] will submit an application for a burial licence to the Ministry of Justice. No works will commence prior to receiving the burial licence.

AOC will produce a Risk Assessment/Method Statement (RAMS) which will cover the Health and Safety aspects of the work. On arrival [REDACTED] will carry out their H&S induction where all staff must sign the RAMS. Where the Principal Contractor is present, AOC will be inducted appropriately.

A site code will be procured to facilitate archiving of all finds and records on the completion of the archaeological investigation.

Archaeological Monitoring and Recording Fieldwork

The archaeological mitigation will comprise the monitoring and recording of the proposed drainage and pathway and improvement works, overseeing any excavation in proximity to the graves. No human bone will be taken off site. Any human remains encountered during the planned works will be treated with dignity, secured appropriately, and reinterred within the cemetery grounds within a reasonable timeframe and in accordance with the requirements of Windlesham Parish Council and the Guilford's DAC.

The archaeological monitoring and recording would be carried out by a Project Supervisor. I have provided a day rate for site attendance, with management, survey and travel included. The site attendance day rate includes all expenses and equipment and is based on an 8 hour working day, Monday to Friday (standard 8am-4pm). Unplanned overtime will be charged per hour over the 8-hour period.

In the event that significant archaeological remains are encountered it may be necessary to supplement the Project Supervisor with Assistant Archaeologists, but this would not be implemented without the agreement of yourselves as to the necessity for such work. [REDACTED] will aim to keep our attendance to the minimum by liaising directly with the contractor attending the site. The cost assumes welfare is provided by the contractor.

Post-Excavation and Reporting

Upon completion of the fieldwork a report would be produced within four to six weeks (subject to any specialist reports that may be required). The costs below cover for a basic fieldwork report, and assume a small archive box of finds recovered. In the event more significant remains are encountered a contingency sum has been provided. This would only be activated after discussion with yourselves and the archaeological advisor as to the necessity of such work.

The costs presented below also include archiving. Upon completion of the reporting [REDACTED] will organise the preparation and deposition of the site archive, in consultation with yourselves and the landowner.

Assumptions and Caveats

The following assumptions have been made, and the costs would need to be amended if they are incorrect:

- 1) An HER search is not required.
- 2) Welfare is supplied.
- 3) Any human remains will be recorded and left on site.
- 4) No scientific dating, geoarchaeological sampling or conservation is required.

I hope you find our quote of interest, and I look forward to hearing from you in due course. Please do not hesitate to get in touch if you would like to discuss our quote or if I can be of any further assistance.

Please do not hesitate to contact me if you require clarification or further information.

Yours sincerely,



Cost Breakdown

Project set up	COST
Preparation of RAMS and WSI, project set up, burial licence application and management	£870
Site code	£80
Sub Total	£950
Reporting	COST
Prepare report	£1,155
Sub Total	£1,155
Archiving	COST
Finds Processing	£215
Prepare archive for storage	£360
Deposit digital records with The Archaeological Data Service	£450
Sub Total	£1,025
Total	£3,130

Fieldwork	COST
Day rate for Project Lead attendance	£375
Day rate for Assistant Archaeologist attendance (if required)	£235

Contingency	COST
Finds and Enviro processing and assessment	£750-£1,500

All prices are exclusive of VAT and are valid for 6 months.

AOC Archaeology Group – 19th June 2026

TERMS AND CONDITIONS OF BUSINESS

1. DEFINED TERMS

- 1.1 [REDACTED]
[REDACTED]
[REDACTED]
- 1.2 We, Our, Ours, Us means or refers to [REDACTED].
- 1.3 You, yours means the person(s) firm(s) or Company or companies named as the Client in the Project Agreement and where includes more than one party is named, the Project Agreement shall be deemed to be entered into with both parties jointly and severally.
- 1.4 The Project Agreement means any agreement/tender/quotation or project correspondence with you in relation to the works being undertaken by us.
- 1.5 The Site shall mean the area to be investigated.
- 1.6 Consents and Approvals. All consents or approvals unless otherwise specified are to be obtained by you.

2. SCOPE OF WORK

- 2.1 The scope of works to which these conditions refer is contained within the Project Agreements.
- 2.2 [REDACTED] not undertake additional works without a written instruction from you.
- 2.3 [REDACTED] will provide you with a cost for any additional works before the work is commenced.
- 2.4 These terms and conditions will also apply to any additional works.

3. FEES AND OUTLAYS

- 3.1 All fees quoted by us are exclusive of VAT unless specifically stated otherwise and are valid for acceptance within three (3) months of receipt by you. We reserve the right to revisit our costs should you respond after the three (3) month period or the tender submission deadline.
- 3.2 We reserve the right to renegotiate the rates where necessary.
- 3.3 Fees are payable whether or not the project is successfully concluded or completed. If, for any reason, the project does not proceed to completion, we are entitled to charge for work done.
- 3.4 Where you and others are joint clients, you will each be jointly and severally liable for our fees, costs and outlays i.e. we may recover the full amount of our fees, costs and outlays from any of you, unless otherwise in writing with you.
- 3.5 For fieldwork projects our rates do not include provision and placement of imported material for backfilling, reinstatement or making good, unless we specify otherwise in our Quotation. We will backfill by agreement using arisings.
- 3.6 For fieldwork projects our rates exclude any costs relating to physical conditions arising from or as a consequence of artesian or sub-artesian groundwater, or vertical groundwater flow in exploratory holes.
- 3.7 The rates and fees quoted by us assume two (2) weeks' (ten (10) working days) notice in writing in advance of commencement of the work is received by Us. If work is required to commence with less than two (2) weeks' notice, a rapid mobilisation fee may be chargeable at Our sole discretion.

4. PAYMENT

- 4.1 Our standard payment terms are thirty (30) days from date of invoice, inclusive of VAT where applicable and without retention. Late payments will be subject to levying of interest and an administration charge in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.2 Where fees are not paid within 30 days we reserve the right to suspend or terminate the provision of all or any services (and instruct any third parties engaged by us to suspend provision of their services). We are also entitled, in certain circumstances, to retain papers, documents etc until we receive payment of any monies due to us by you.

5. COPYRIGHT

- 5.1 The copyright in all drawings, reports and other printed and electronic documents arising from the Project Agreement shall remain with us; we will grant you a licence to use the report(s) and other document(s) for the Project and, with our prior written approval, for general publicity purposes.

6. LIMITATIONS

- 6.1 We accept no liability for any costs arising from damage to property or crops which is the unavoidable result of Site investigation works carried out by us, or for any consequential costs arising from such damage or from use of the Site.
- 6.2 We accept no liability for any costs arising from loss or damage to underground services, or the consequences of such loss, unless such underground services precise position had been provided to us in writing prior to the commencement of the Period of Excavation. Our right and Obligations under Project Agreement shall be unaffected by any searches undertaken. All costs in relation to such damage shall be payable by you.
- 6.3 We shall not enter into any warranty agreement or give any indemnity.

7. ACCESS TO SITE

- 7.1 Unless you have expressly commissioned us to do so in writing in the Project Agreement, We shall not be responsible for obtaining access to the Site. All necessary arrangements for access shall be made by you or your representative.
- 7.2 You warrant to us that you have obtained and paid for all necessary certificates, licences, permits and consents required by law, or by any order or regulation, by any bye-law or regulation of any authority or statutory undertaker.

8. DELAY

- 8.1 Access to the Site and the Programme of Work will be arranged in accordance with an agreed schedule. Our Quotation, unless expressly stated in writing, assumes that there will be no delays. Where such delays occur, whether due to lack of access, health and safety considerations, spoil transportation, adverse weather or other factors beyond our control, we will require payment for all delays at the agreed daily rate stated in Our Quotation/tender documentation.
- 8.2 In the event of a delay we will make every effort to redeploy our staff but where this is not possible we will require payment for unavoidable forward costs commitments for our staff for a period of at least 4 weeks.

9. HEALTH AND SAFETY

9a Site Health and Safety where [REDACTED] is NOT the main contractor.

- 9.1 Where [REDACTED] not the main contractor on a site the main contractor's Risk Assessment will have primacy over the [REDACTED] Risk Assessment(s) given that:

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1. The main contractors' risk assessment is aware of, and takes account of, [REDACTED]'s working practices – i.e. it does not compromise normal and safe archaeological procedure as set out in our Written Scheme of Investigation and Risk Assessment;
 2. [REDACTED] was notified of the full suite of hazards present prior to arriving on site;
 3. There is a proper induction and monitoring process in place and [REDACTED] staff have been through this process;
 4. There is no significant conflict between [REDACTED] Health & Safety procedures and those proposed by the main contractor;
 5. [REDACTED] are made aware of new threats or hazards as they arise during the course of our on-site involvement.'

- 9.2 You shall comply with all health and safety legislation, approved codes of practice and guidance which are relevant to the Site including without limitation the Health and Safety at Work etc Act 1974.
- 9.3 You shall ensure that your contractors, staff and agents comply with the legislation set out in clause 9.1.
- 9.4 You shall comply with all health and safety and emergency procedures and instructions notified to you by us. It shall be your responsibility to notify your contractors, staff and agents of these procedures and instructions and ensure their compliance.
- 9.5 Without prejudice to any other right or remedy set out in this Project Agreement or available to Us in common law or under statute, in the event that any person is injured, becomes ill or dies as a result of Your failure to comply with this clause or as a result of any act, omission on your part or on that of Your invitees, agents, contractors or employees, You shall be liable for and shall fully and promptly indemnify Us against any loss, costs, damages, claims or expenses incurred by Us and arising from such injury, illness or death.
- 9.6 Our Quotation does not allow for working on contaminated sites or sites which We consider to be potentially hazardous to our employees or plant, unless specifically agreed otherwise in writing to You. Where We consider that special requirements are necessary e.g. project specific specialised personal protective clothing, special safety equipment or special decontamination facilities, We will recharge You for provision of any or all of these at cost plus ten per cent (10%), and all related delays will be charged at the agreed daily rate in Our Quotation.

9b Site Health and Safety when [REDACTED] is the main contractor

- 9.7 The client will provide [REDACTED] with full details of any on site utility [REDACTED] would prefer to only undertake ground breaking works on land where services have been cut or neutralised. [REDACTED] recognises that for many reasons this is frequently impractical. Where live services are present, every care will be taken in avoiding striking these services. [REDACTED] will be entitled to rely on the service information provided by the utility authority or client, subject to seeking to ascertain the exact location of any services marked on that information prior to excavation. However, [REDACTED] seeking to ascertain the exact location of marked services or, where in its risk assessment [REDACTED] has stated that it will scan for unmarked services, shall not relieve the client of responsibility under this paragraph, to the extent that it is impracticable for [REDACTED] to ascertain the presence of services by electronic means prior to excavation by reason of overgrowth, the presence of structures or any other condition which make such investigation impracticable. It should also be noted that not all services are detectable by electronic means for example gas or water services.
- 9.8 No cost provision has been made for the secure fencing of the site or open trenches. If this is a requirement costs can be provided on request.
- 9.9 The client is solely responsible for all aspects of site security. [REDACTED] will not accept liability for any damage caused by vandalism or theft. This includes all hired equipment, plant stores etc and any property or equipment owned or hired by the client.
- 9.10 Where previous work has identified the presence of contaminated ground, [REDACTED] must be notified of the nature and extent of the contamination and be given guidance as to the appropriate health and safety precautions required. Where these precautions comprise more than the use of thin over-suits and nitrate gloves [REDACTED] will provide the necessary equipment for an additional cost (see condition 9.5 above).

10. TITLE TO ARCHIVE- ENGLAND

- 10.1 The Finds and Records excavated or created for the Project will form the Archive of the Project. In accordance with public policy We will ask You to transfer ownership of the Archive to the local recipient museum or other appropriate archive or repository.

11. INSURANCE

- 11.1 We have and Public Liability Insurances and Professional Indemnity Insurance as defined below:

•	Public Liability	£5,000,000
•	Employer's Liability	£10,000,000
•	Professional Indemnity (for any single claim)	£5,000,000

- 11.2 This insurance is provided automatically but if you prefer to maintain separate arrangements we have no objections.

12. TERMINATION

Completion of Scope of Work

- 12.1 An agreement between you and us for the provision of a defined scope of work end on the completion of that scope of work.

Early Termination

- 12.2 We may terminate the Project Agreement at any time by giving written notice to you.

- 12.3 We will not do this without good or substantial reason such as:

- the threat or risk of violence, injury or other danger to the well being of our personnel.
- You requesting us to break the law or any professional requirement.
- Your failure to pay us any amounts due.
- Your insolvency
- Any other breach by you of these terms.
- Our reasonable belief that our continuing to represent you may cause damage to the professional or personal reputation of our firm or any of its personnel.

Force Majeure

- 12.4 We reserve the right to defer any project, or part of project or to cancel this Agreement if We are prevented from or delayed in carrying out our work due to circumstances beyond Our reasonable control, including without limitation, severe weather, failure of suppliers to meet delivery requirements, industrial disputes, governmental actions, war or national emergency, lock-outs, strikes.
- 12.5 Neither you or we shall be liable for any failure to perform, or delay in performing, any obligations to the extent that the failure or delay is caused by Force Majeure and the time for performance of obligation, the performance of which is affected by Force Majeure, shall be extended accordingly.
- 12.6 If the party claiming relief under this paragraph is prevented by Force Majeure from wholly or substantially performing its obligations under the Project Agreement for a continuous period of more than 28 days, the other party shall be entitled to terminate the Project Agreement immediately by notice to the party claiming relief under this paragraph. Neither party shall be liable to the other because of such termination , but you shall remain liable to pay all fees and expenses incurred before termination as provided below.

Rights on Early Termination

- 12.7 On early termination, you will remain liable to pay all fees and expenses incurred before termination and due under our Project Agreement or due on the basis of time spent at our usual hourly rate together with any further fees and expenses for work necessary to

transfer our files to another supplier of your choice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

13. ANTI-CORRUPTION

- 13.1 You shall comply with the provisions of the Public Bodies (Corrupt Practices) Act 1889 and the Prevention of Corruption Acts 1906 and 1916 (and any other statutory amendments or re-enactment thereof for the time being in force).

14. THE AGREEMENT

- 14.1 This Agreement will come into existence as described in clause 2.1. The Agreement will consist only of Our Quotations, the Programme of Work, these Standard Conditions and any Special Conditions set out in the Project Agreement. These documents constitute the whole agreement between Us and supersede all previous or collateral agreements between Us relating to the subject of this Agreement. These Standard Conditions and the Special Conditions may only be amended if both of Us agree in writing.

15. ABOUT THIS AGREEMENT ENGLAND

- 15.1 This Agreement is subject to and shall be construed in accordance with the Laws of England, and the parties submit to the exclusive jurisdiction of the Courts of England.
- 15.2 You may not sub-let or assign this Agreement with Our prior written consent.
- 15.3 Notices shall be sufficiently served if sent by pre-paid first class recorded delivery letter or facsimile transmission to the address appearing in this Agreement or such other address as each party may from time to time have communicated in writing to the other. In the absence of proof to the contrary notices shall be deemed to have been received by the addressee on the second business day after the date of posting, or for facsimiles, on successful transmission.
- 15.4 If You owe us any money under the Project Agreement (including these Standard Conditions), We shall be entitled to deduct that amount from any sums We may be due to pay to You.
- 15.5 If any provision contained in these Standard Conditions of the Project Agreement shall be held to be invalid illegal or unenforceable for any reason, the validity of the remaining provisions shall not be affected.
- 15.6 Headings are for convenience only and do not form part of these Standard Conditions or the Project Agreement. They are not to be taken into account in their construction or interpretation.
- 15.7 If the Project Agreement or Standard Conditions prohibit you from doing anything, you must not allow anyone else to do the same thing.



- 15.8 Any reference in the Project Agreement or Standard Conditions to any Act of Parliament, Order or Statutory Instrument shall also refer to any subsequent amendment or re-enactment.
- 15.9 Any cancellation of the Project Agreement or termination of this Agreement shall be without prejudice to any right or remedy available to either You or Us before the cancellation or termination.
- 15.10 Notwithstanding another provision herein contained nothing in this Agreement confers or purports to confer any rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party hereto.
- 15.11 This Appointment is subject to English law and all disputes shall be referred to the exclusive jurisdiction of the English Courts. The parties agree that before issuing a claim under the Civil Procedure Rules 1998 (as amended from time to time) ("CPR") they shall attempt to settle any dispute that arises under or in connection with this Appointment in good faith. If within ten (10) working days the parties acting through the Director of {INSERT COMPANY NAME} on behalf of Us and You (or Your nominated representative in this matter who shall be notified to Us in writing on behalf of You) fail to resolve the dispute between them, either party may issue a claim under CPR, or they agree, enter into a Model Mediation Agreement as published by the Centre for Effective Dispute Resolution, from time to time. Where the parties enter into such an agreement, either party may refer the matter to the Courts, if the dispute remains unresolved for twenty (20) days from the date of the Mediation Agreement referred to above.
- 15.12 The commissioning of [REDACTED] by you to undertake these works implies the implicit agreement by you of the above Standard Conditions.

16. APPLICATION OF TERMS

- 16.1 Subject to any variation under clause 2.3 these conditions ("Agreement") are the only conditions upon which we are prepared to deal with you, and they shall govern the Project Agreement to the entire exclusion of all other terms or conditions.
- 16.2 No terms or conditions supplied by you shall form part of the Project Agreement and you waive any right which you might otherwise have to rely on such terms and conditions.
- 16.3 Any variation to these conditions shall have no effect unless expressly agreed in writing and signed by an authorised officer of ours.

Signature(s) _____

_____ Date _____

Quote B

Bagshot Cemetery, Surrey

QUOTE FOR AN ARCHAEOLOGICAL WATCHING BRIEF

Upadted by [REDACTED] 09/07/2026

This fee proposal is valid for 3 months

Work : > Watching Brief

Duration: unknown

ITEM	RESOURCE	RATE	No.	TOTAL
PREPARATION	Ministry of Justice Licence application	£	420.00 0.50	£ 210.00
	RAMS & Mobilisation	£	420.00 0.75	£ 315.00
SUB-TOTAL				£ 525.00

Monitoring	Monitoring Attendance (day rate)			£	390.00
	Stand by Rate (day rate)			£	280.00
	1. Minimum charge 1 day				
	2. Project management charged at £55 per hr				
	3. If the monitoring reveals multiple human remain then additional staff may be required in order to minimise delays to the groundworks				
	Archaeologists, per person	£	380.00 per day		
	Survey Equipment (if required)	£	300.00 per week		
	Materials costs (inc. vehicles)	£	300.00 per week		
SUB-TOTAL				Visits X day rate	

ALL PRICES EXCLUDE VAT CHARGEABLE AT STANDARD RATE

Notes	This fee proposal assumes the following:
1	That a standard [REDACTED] working day will apply. This is 0800-1600 M-F. Beyond this, overtime rates apply @ 150% weekdays and Sat, 200% Sun and BHs
2	That the client or Main / Principal Contractor will provide, if required: Site welfare Site / Trench security Spoil management Water management Trench support works
3	Should archaeological discoveries be beyond the scope of one person to deal with, or if substantial remains threaten the groundworks programme, then it may be necessary to mobilise additional staff to assist. If so, they will be charged as follows: Day-rates: Archaeologist £ 380.00 + VAT
5	The final project total will reflect the actual number of days in attendance (up or down).
6	The minimum charge for Site attendance for the site staff is half a day.
7	It is assumed that no report will be required in relation to our monitoring
8	Human burials (including cremations), if post excavation assessment is required, will be chargeable at £1,250 each exclusive of reburial costs.
9	Reburial costs will be agreed once site works has been completed.

ESTIMATE OF COSTS

Project Name: Bagshot Cemetery
Type of work : Archaeological Watching Brief
Date prepared: 09/07/2026
Submitted to: Sarah Wakefield Assistant Clerk Windlesham Parish Council

1a. Prepare application for and attain MoJ Licences	350
1b. Prepare Written Scheme of Investigation	350
1c. Prepare Risk Assessment and Method statement	£200
sub total	£900

2. DAY RATES Watching Brief / inc Fieldwork organisation and set up

	total days	£ rate
Project Manager	1	350
Fieldwork Manager	1	350
Field Officer	1	320

Estimate for 7 days of fieldwork / watching brief	£2,940
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<u>3. Basic report preparation, archive of records, submission and approval of report</u>	sub total	£1,570
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TOTAL for Stages 1-3 with 7 days of fieldwork	£5,410	exc vat
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Notes, Terms and Condition

- The work will be carried out in line with the terms of the Ministry of Justice licence and Written Scheme of Investigation. These must be in place ahead of a start on site. These documents will set out the scope and guidelines for the fieldwork and post excavation work.
- All costs are exclusive of VAT. All field costs are charged pro rata.
- Lead in time for this work would be 6-8 weeks, it may be shorter, depending on when the work is commissioned. The working day is 8am to 4pm including morning break and lunch break.
- Machine Hire - no estimate has been given for machine hire, as it is assumed that this will be provided by the on-site project contractor.
- On-site welfare facilities should be provided by the on-site contractor
- All machine excavation within the watching brief area will be undertaken using a wide toothless bucket and under direct control of archaeologists.
- The number of days of archaeological monitoring will be based on the length of the development groundworks. For a project of this type / size, we might expect a basic of 7 days on site, based on the contractors estimate. If features are exposed they will need excavation by hand, which may require additional time on site depending on the amount / complexity of features. In the unlikely event that high levels of archaeology is present, the number of days required will be discussed and agreed with the Client and County Archaeological Officer.
- A report on the results of the watching brief will be submitted to the client, and MoJ in line with the terms of the licence. Reports will be issued in within 6 weeks if little or no archaeological

9 Costs are inclusive of all travel expenses, hand equipment and overheads.

10 This quote is valid for 6 months from issue date above

Item 8- Windlesham Cemetery – Restoration of Historic Memorials

Purpose of Report

To update Members on the proposed restoration of five historic memorials in Windlesham Cemetery and to seek a decision on how to proceed following the identification of a preferred contractor who does not hold NAMM or BRAMM accreditation.

Background

As part of the Council's wider programme of memorial repairs and maintenance, Windlesham Village Committee Members previously agreed to undertake restoration works to a number of historic memorials within Windlesham Cemetery. While the majority of the memorials were restored using a qualified Stonemason, four memorials were considered to require specialist conservation techniques.

The memorials identified for specialist conservation attention were:

- B33 – Cornelius
- K14 – Cawthorne
- Vault 1 – Baillieu
- R17 – Clark

At the Windlesham Village Committee meeting in January 2026, Members resolved to proceed with restoration works to these memorials using a phased approach, initially commencing with the Clark Tomb, with further works to be progressed subject to satisfactory completion.

Delegated authority was given to the Clerk, in conjunction with the Chair and Cllr Richardson, to obtain quotations and appoint a suitable contractor based on best value and overall suitability.

In addition, the repair of a small angel wing from a previously repaired memorial has been quoted.

Quotations Received and previously reviewed

Following evaluation of three quotations, taking into consideration conservation experience, **Contractor A** was identified as the preferred contractor. Whilst not the lowest-priced quotation, Contractor A demonstrated considerable specialist experience in conservation, restoration and ecclesiastical stonework, including work undertaken within Brookwood Cemetery and sites managed by the Royal Parks. This experience was considered particularly relevant given the heritage nature of the memorials involved.

Quote/Contractor A: Repair and Clean

Memorial	Description	Cost (EX VAT)	Accreditation, Insurance, Experience
B33- Cornelius	Repointing to required areas and re-attaching of damaged thumb. Carving of replacement missing finger and attaching securely * *NB: It is believed the missing thumb has been found an may only require re attaching.	£756 £350	No NAMM or BRAMM accreditation. £2 million Public Liability. Conservation experience. Contractor has been approached to confirm his work conforms to BS8415. He is yet to respond.
K14- Cawthorne	Lifting and dismantling of obelisk. Correcting foundations due to Holly Tree. Reinstalling of obelisk.	£1,512	
Vault 1 – Baillieu	Large Arch. Repointing to required areas. Tower hire.	£474	
Tomb – Clark	Resetting of ground level slab. Repointing to required areas.	£756	
Small Angel Wing	Re attach damaged wing segment	£354	
Total EX VAT		£4,202	
Cleaning using a High Pressure Steam (with access to localised water supply. Tower Hire included)		£2,844	
Total EX VAT		£7,046	

Quote/Contractor B: Repair and clean

Memorial	Description	Cost (EX VAT)	Accreditation, Insurance, Experience
B33- Cornelius	Re-point where necessary. Clear grass and plants. Clean memorial to best possible condition. Raise and level middle kerb and slab. Labour.	£750	BRAMM accreditation. £5 Million Public Liability. Restored a number of historic memorials in Windlesham Cemetery. No known conservation work.
K14- Cawthorne	Re-point where necessary. Clear grass and plants. Clean memorial to best possible condition. Labour.	£260	
Vault 1 – Baillieu	Re-point where necessary. Clear grass and plants. Clean memorial to best possible condition. Labour.	£900	
Tomb – Clark	Re-point where necessary. Clear grass and plants.	£750	

	Clean memorial to best possible condition. Labour.		
Total Cost EX VAT		£2,660	

Quote/Contractor C: Repair and clean

Memorial	Description	Cost (EX VAT)	Accreditation, Insurance, Experience
B33- Cornelius	Re-pointing to required areas and re-attaching of damaged thumb.	£550	Qualified NAMM/BRAMM approved masons. Public Liability TBA.
K14- Cawthorne	Lifting and dismantling of obelisk. Correcting foundations due to Holly Tree. Reinstalling obelisk.	£1340	
Vault 1 – Baillieu	Large Arch. Repointing to required areas.	£1040	
Tomb – Clark	Resetting of ground level slab. Repointing to required areas.	£1920	
Small Angel Wing	Re attach damaged wing segment.	£90	
Total Cost EX VAT		£4,940	
Steam Clean of all Memorials		£1200	
Total Cost EX VAT		£6,140	

Progress to Date

As part of due diligence, the preferred contractor was asked to provide confirmation of NAMM or BRAMM accreditation. The contractor confirmed that they do not hold either accreditation.

The Council's current Cemetery Regulations state:

“Only those memorial masons that can provide written proof that they conform to the NAMM Code of Practice may operate within the three cemeteries.”

“All memorials must be erected in accordance with NAMM (National Association of Memorial Masons) or BRAMM (British Register of Accredited Memorial Masons) recommended codes of practice and must be installed in full accordance with BS8415....”

On this basis, officers advised that the Council was unable to proceed with appointing the contractor under the current regulations.

Considerations for Members

Members are asked to consider the following:

Compliance with Cemetery Regulations

- The current regulations require NAMM (or equivalent) compliance and must be installed in full accordance with BS8415.

Nature of the Works

- The works relate to historic restoration, including:
 - Re-pointing using appropriate materials
 - Cleaning of memorials
 - Resetting of slabs
 - Localised foundation corrections

Advice from Institute of Cemetery and crematorium Management

- It is not a legal requirement to be BRAMM/ NAMM members but one of best practice. Your authority can decide what contractors are permitted to carry out works on your site. The Council should satisfy itself that any contractor is competent, suitably experienced, adequately insured (particularly public liability and employers' liability where applicable), and follows recognised industry standards for memorial work.

Options Available

Option 1 – Do not suspend regulations

- Reconsider the alternative quotations from NAMM/BRAMM-accredited contractors or seek additional quotes
- Ensures full compliance with existing cemetery regulations
- Could limit access to specialist conservation expertise

Option 2 – Suspend regulations for this project only

- Proceed with the preferred specialist contractor
 - Subject to appropriate safeguards (insurance, RAMS)
 - Enables engagement of a suitably experienced conservation specialist
-

Decision

Members are asked to:

- 1. Review the quotations received for the restoration works, and**
- 2. Determine whether to:**
 - **Adhere to Cemetery Regulations and select one of the NAMM/BRAMM accredited contractors; or**
 - **Agree a suspension of the NAMM/BRAMM requirement for this project and appoint the preferred specialist contractor, pending confirmation of compliance with BS8415.**
 - **Or seek further quotations.**

Item 9- Priority 2 Memorial Stability Testing – Consideration of Quotations

Purpose of Report

To consider quotations received for the re-testing of Priority 2 memorials within the Parish cemeteries and determine how the works should proceed.

Background

The Council is responsible for ensuring that memorials within its cemeteries are maintained in a safe condition and that appropriate memorial safety inspections are undertaken in accordance with recognised cemetery management practices.

Following on from the programme of memorial testing in 2023, 452 memorials across the three cemeteries were classed as Priority 2 and require re-testing, broken down as follows:

Bagshot Cemetery - 59 memorials
Lightwater Cemetery – 117 memorials
Windlesham Cemetery – 276 memorials

At the meeting of the Windlesham Committee in January 2026, Members resolved to proceed with the re-testing of Priority 2 memorials within Windlesham Cemetery, with the works to be funded from the Windlesham Cemetery Earmarked Reserve (EMR).

Following that decision, officers sought quotations from specialist memorial inspection contractors for the completion of the required testing.

Four quotations were requested; however, at the time of writing this report, only one complete quotation has been received, with a second pending further detail.

It has become apparent that a lower unit rate can be offered if the Priority 2 memorials within all three Parish cemeteries (Bagshot, Windlesham and Lightwater) were tested as a single commission rather than undertaking the Windlesham Cemetery inspections alone.

Quotations Received

Four quotations were requested; however, at the time of writing this report, only one complete quotation has been received, with a second pending further detail.

It has become apparent that a lower unit rate can be offered if the Priority 2 memorials within all three Parish cemeteries (Bagshot, Windlesham and Lightwater) were tested as a single commission rather than undertaking the Windlesham Cemetery inspections alone.

Contractor A

	Activity	Timescales	Fee EX VAT
Contractor A – Quote 1: All 3 cemeteries tested at the same time	Preparation and attendance on site to undertake memorial stability assessment including making safe memorials.	2 days	£1,500
	Production of Memorial Stability Testing Report including photos, videos and details of failed memorials	1 day	£750
	Milage	120 miles	£90
	Overnights	1 Nights	£200
	TOTAL		£2,540
	Warning Labels and ties per failed memorial – High & Moderate		£4.50 each *
	Low Risk – Record Only		£2.00 each
	Activity	Timescales	Fee EX VAT
Contractor A – Quote 2: Cemeteries tested independently at different times	Preparation and attendance on site to undertake memorial stability assessment including making safe memorials.	1 day/site	£750
	Production of Memorial Stability Testing Report including photos,	0.5 day/site	£375

	videos and details of failed memorials		
	Milage	120 miles	£90
	TOTAL	£1,215/site	3 sites = £3,645
	Warning Labels and ties per failed memorial – High & Moderate		£4.50 each *
	Low Risk – Record Only		£2.00 each

Quote 1

Worst-case scenario (including report costs): **£4,574.00** (£2,540.00 + £2,034.00) for all three cemeteries.

Quote 2

Worst-case scenario (including report costs):

- **Bagshot Cemetery:** £1,480.50 (£1,215.00 + £265.50)
- **Lightwater Cemetery:** £1,741.50 (£1,215.00 + £526.50)
- **Windlesham Cemetery:** £2,457.00 (£1,215.00 + £1,242.00)

Total potential cost across all three cemeteries: £5,679.00.

Contractor B (Awaiting further information)

	Activity	Timescales	Fee EX VAT
Contractor B	Memorial Testing in all 3 cemeteries	4 days	£550/day = £2,200
	Travel & Accommodation	TBA	TBA
	Total		£2,200
	Making safe memorials, warning labels for failed memorials	Contractor does not offer this service.	N/A

It is to be noted that a quote has been requested to split the cemeteries testing.

This contractor does not offer the making safe of the memorials if required after testing. Therefore, an additional contract will be required.

For reference, during the 2023 memorial testing programme, a contractor offered this service at:

Lay down failed memorials - £35/memorial

Stake and band failed memorials - £55/memorial

Stake and banding vs Laying down of Memorials

Following the memorial safety inspection programme, Members are asked to consider the preferred method for making unsafe memorials safe.

Option 1 – Lay Memorials Flat

- Memorials identified as unsafe would be carefully laid down to remove the immediate risk to visitors and staff.
- Laying memorials flat can have a greater visual impact on the cemetery.

Option 2 – Stake and Band Unsafe Memorials

- Memorials identified as unsafe would be temporarily secured using stake and band supports.
- This allows the memorial to remain upright whilst maintaining public safety.
- This option is more expensive and requires periodic inspection and maintenance of the temporary supports until permanent repairs are undertaken.

Considerations for Members

- Public safety remains the primary consideration regardless of the option selected.
- Stake and banding retains memorials in an upright position but involves higher ongoing costs and maintenance responsibilities.
- Laying memorials flat is generally more cost-effective.

Financial Implications

The Windlesham Committee has previously agreed that the testing of Priority 2 memorials at Windlesham Cemetery should be funded from the Windlesham Cemetery Earmarked Reserve.

Should Members wish to undertake testing across all three cemeteries at the same time, consideration will need to be given to:

- The appropriate funding source for the additional works;
- How costs should be apportioned between the respective cemetery budgets and/or earmarked reserves;
- The overall value for money achieved through a combined contract.

Funding:

Bagshot Cemetery EMR = £0.84

Bagshot Village Reserve = £16,517.89

Lightwater Cemetery EMR = £43,754.92

Windlesham Cemetery EMR = £28,486.00

Decision Required

Members are asked to:

- 1. Note that four quotations were requested, however only one complete quotation has been received to date.**
- 2. Consider whether they wish to Undertake Priority 2 memorial testing across all three Parish cemeteries under a single contract to achieve the reduced pricing offered test all 3 cemeteries separately.**
- 3 Decide if they wish to seek additional quotes or wait for further information in relation to the second quote.**
- 4 Decide if they wish to lay down or stake and band unsafe memorials.**
- 5 Consider funding arrangements.**
- 6 Authorise officers to appoint the successful contractor and arrange the testing programme.**

CONTRACTOR A

Discover what's beneath

QUOTE 1

A proposal to Windlesham Parish Council for the provision of memorial safety testing within burial grounds and memorial sites.

Date: 7th July 2026

Reference: [REDACTED]

[REDACTED]

[REDACTED]



are the only UK Company specialising in Cemetery Management and Design who have in-house resources of qualified professionals whose collective capabilities cover over 80% of our technical professional services.

A summary of our inhouse resources is given in the table below:

Agronomy	Drainage engineering	Landscape design
CDM Co-ordinator	Environmental engineering	Land surveying
Computer aided design	Flood risk assessment	Memorial stability testing
Construction site supervision	Geotechnical engineering	Planning consultancy
Construction site setting out	GIS development	Project management
Data base development	GIS mapping field surveying	Site layout and design
Design engineering	GPS surveying	Soils engineering and soil science

Introduction

Following a request from Sarah Wakefield of Windlesham Parish Council, The Group have the pleasure in presenting our proposal of works and associated fees for undertaking memorial stability testing at the following cemeteries:

- Bagshot Cemetery, School Lane, Bagshot, Surrey, GU19 5BP – 59 memorials
- Lightwater Cemetery, The Avenue, Lightwater, Surrey, GU18 5RG – 117 memorials
- Windlesham Cemetery, Church Road, Windlesham, Surrey, GU20 6BL – 276 memorials

The approach to testing will be taken in line with the practical and pragmatic methods as laid out in the guidance notes of the Ministry of Justice and BS8415:2018.

Current Legislation

The most up-to-date guidance with regards to the assessment of the stability of existing memorials within cemeteries is provided in the following documents:

- 1) Ministry of Justice – Managing the Safety of Burial Grounds Memorial, Practical advice for dealing with unstable memorials.
- 2) BSI Standards Publication ref 8415:2018 – Memorials within burial grounds and memorial sites – Specification.

Ministry of Justice – Managing the Safety of Burial Grounds Memorial, Practical advice for dealing with unstable memorials.

The above guidance set outs a risk-based approach to help operators develop a proportionate approach to managing the risk associated with memorials that is based on good practice. The information below, in italics, is taken from the guidance and provides a brief assessment of the risks associated with memorial stability. The reader is encouraged to ensure they have read the above document in full to fully understand their responsibilities.

‘Over the last 30 years, 8 people in the UK have been killed when a memorial has fallen on them. Given the numbers of memorials and the number of visitors to burial grounds in any year, the risk of injury is extremely low.’

‘However, this general low level of risk may be called into question by the public following an incident or by operators when it comes to their assessment of the theoretical risk. There are simple steps which operators can take to manage the risks posed by memorials installed in a burial ground to provide assurance that the risks are low and that they are properly managed.’

‘Burial authorities have a general duty under LACO to maintain the burial ground in good order. Parochial church councils are required to keep churchyards in good order if responsibility has not been transferred to the local authority. Most burial ground operators will also have duties under HSWA74. Operators should do all that is reasonably practicable to ensure that visitors and those working in burial grounds are not exposed to risks to their health and safety.’

‘The approach to managing memorial safety set out in this guidance involves the periodic assessment of memorials as part of a planned exercise or when anything has changed, for example a programme of major work or repair to the burial ground environment. It is for operators to decide on the frequency of this assessment. Where action is necessary following this assessment, measures to control any risks should be proportionate to the level of risk.’

‘The enforcing authorities under HSWA74 do not consider the risks from memorials to warrant inclusion in their proactive inspection regimes because of the low risk of injury. However, in the unlikely event of a serious accident, their inspectors may undertake an investigation. They will want assurance that operators had followed this guidance, had taken the sort of sensible, risk-based precautions set out, and that they had done all that is reasonably practicable in the circumstances. Inspectors recognise that even when all reasonably practicable precautions have been taken, incidents may still occur.’

BSI Standards Publication ref 8415:2018 – Memorials within burial grounds and memorial sites – Specification.

The above specification provides details on how memorials should be installed on site, based on several factors including type of memorial ground, materials used, type of foundation and number/type of dowels.

In addition, Section 8 of this report details how memorials should be checked to ensure that all memorials are maintained in a safe condition. Assessment is recommended to be carried out in accordance with Annex A, which has been partially summarised below:

‘The accident and incident history relating to memorials suggests that the risk of serious injury from unstable memorials is extremely low. However, those responsible for burial grounds should have a simple system in place to control the risks from memorials.’

A1 – Assessment of Risk

A1.1 – Identifying risk factors in burial grounds

A1.2 – Identifying risk factors in memorials

A1.3 - Records and evidence of appropriate procedures

A1.4 – Assessment of Lawn Memorials

A1.5 – Assessment of Large Memorials

A2 – Precautions

Memorial Stability Testing - Methodology and Approach

All cemeteries are required, under existing health and safety laws and responsibilities to assess the stability of memorials to ensure that unstable memorials do not pose a risk to employees, contractors, friends' groups, volunteers, or members of the public. Operators of cemeteries/memorial ground are required to do all that is reasonably practicable to ensure people are not exposed to risks to their health and safety.

To comply with the current guidance, set out above, [REDACTED] have developed the following approach to memorial stability testing.

- **Site Preparation**

[REDACTED] will obtain from its client maps and documents to be used to create a testing schedule. These maps and data sets will form the basis of the testing report and will ensure that field operatives have a clear and precise plan of testing. It is therefore important that the latest and most up to date plans are provided to ensure that the assessment is as accurate as possible.

Before works commence, a site visit will be made to ensure that the plans correspond to the cemetery layout and can be easily followed. These schedules will include a schematic map and a report sheet.

- **Public Sensitivity and Notification**

Before works commence, the project manager will liaise with the burial authority to ensure that sufficient notice has been provided to members of the public and relatives, informing them of the works to be carried out. Failure to adequately notify and inform the public leads to anger and frustration, much of which can be avoided through good notice and communication practice and methodology.

[REDACTED] will, if requested, prepare notices for and on behalf of the authority advising the public that testing will take place (fees negotiated with council). These notices should be placed in local papers, on cemetery gates and around the cemeteries at least four weeks prior to any work commencing. Such notices will give details of testing start dates and action to be taken upon failure.

■■■ can, on request, provide a member of staff for a “demonstration morning” where the approach is described, and the members of the public have a chance to have their views and concerns answered. During the testing and making-safe procedures, ■■■ staff will always ensure that all enquiries on site from the public will be handled in a caring and sensitive manner.

■■■ staff are briefed on how to manage approaches or questions from the public. If the public appear anxious, concerned, or hostile then in the first instance, they will be directed to the site manager who will describe the work carried out and the reasons for it. If the member of the public is still upset or dissatisfied, then they will be provided with the relevant contact’s name with the local burial authority.

If the team is approached by a member of the public that owns a grave site or has a relative buried whose memorial has not yet been tested, if they request, the member of staff from ■■■ will go with them (one it is safe to do so) to the memorial and test it in their presence. If the memorial fails, they will be given the authorities’ number to call, and the memorial will be made safe if necessary.

• **Testing Techniques**

The use of transducer testing is now seen as a potentially destructive method of testing and it is now recognized by the Ministry of Justice and the BSI that a hand test, where appropriate, is a fair and practical assessment of risk. However, the cemetery manager should consult with their insurers on what method would cover the risks associated.

Testing in Accordance with BS 8415:2018 recommends the following procedures:

- Memorials less than 625mm in height are unlikely to cause injury if they fall and may therefore be excluded from detailed assessment or application of load.
- Memorials not exceeding 1.5m in height (nominal shoulder height) shall be tested by hand, applying a firm but steady pressure in both directions.
- Memorials exceeding 1.5m in height are deemed unsafe to apply a load to and shall be visually assessed by a competent person to assess whether the memorial poses a risk. If a risk is deemed present, the memorial will need to be assessed by a qualified structural engineer/stone mason.

• **Recording of Data**

To help reduce costs to the client and to provide clear and concise reports, which are easy to understand and act upon, ■■■ follow the Ministry of Justice recommended model of recording only those memorials that are deemed to be unsafe. This style of reporting is also set out in Annex A of the latest guidance published by the BSI Standards (Publication ref 8415:2018 – Memorials within burial grounds and memorial sites – Specification.)

For example, if a section comprises 450 qualifying memorials, all memorials will be tested, but only those that fail will be recorded. All other memorials will be deemed to be safe, therefore other than the total number of memorials tested per section there is no requirement to record details of those that pass.

- **Assessment of Risk – Site Inspection**

During the on-site inspection, the assessment of risk follows the recommended procedure set out in BSI Standards (Publication ref 8415:2018 – Memorials within burial grounds and memorial sites – Specification.)

- **Memorials less than 0.625m in height**

For memorials less than 0.625m in height, such as vases, corner stones and kerb sets, an assessment of stability is not required, however will we assess such memorials for any basic risk they may pose (i.e., acting as a trip hazard). Where the risk is identified as being of significance, the risk will be identified and marked up as unsafe.

In edgings of kerb sets that are loose and may be a hazard, it will be made safe by laying in the grave confines. Corner stones that are loose or provide a tripping hazard will be removed and placed carefully in the gravesite up against the headstone. The action will be recorded taking photographs of before and after.

- **Memorials between 0.625m and 1.5m in height**

Following an initial visual inspection to ensure the memorial is safe to test, a hand load test will be performed to establish the stability of the memorial. If significant movement is noted on application of the load, then the memorial will be considered unsafe and recorded accordingly. If the memorial is severely unstable and considered an imminent risk of failure then immediate steps will be taken to reduce the risk, which could comprise attaching of a warning sign, cordoning off the memorial, making safe or where required laying down of the memorial. After the memorial has been made safe and recorded, a before and after photograph will be taken.

- **Memorials over 1.5m - Visual Assessment**

In accordance with BS Standards 8415:2018, memorials over 1.5m in height will only undergo a visual assessment due to the high risk associated with applying load to a large, potential unstable memorial. Memorials greater than 1.5m in height should be assessed by a structural engineer/qualified stone mason if any suspicion of movement or instability is noted.

- **Tombs**

Tombs will be tested on all four sides, inspecting for cracking and movement. If any faults are found in construction, the area will be cordoned off.

- **Making safe of Unstable Memorials**

It should be noted that all making safe procedures will be the responsibility of the Council and can be undertaken by their own staff or through accredited memorial masons, [REDACTED] do not undertake memorial repairs.

Stability testing itself is designed to identify any memorials which are considered unsafe. The next and most important stage of the work is making-safe. Accordingly, the operator of the site should have a strategy in place for implementing an appropriate level of action. It should be noted that recent action in some cemeteries has highlighted the sensitivity the public has regarding their burial grounds and making safe procedures.

The wholesale laying-flat of large numbers of failed lawn memorials is both aesthetically and emotionally distressing and, in most cases, unnecessary.

- **Records**

At the end of each working day, the data will be emailed back to the [REDACTED] office where it will be processed onto the memorial stability spreadsheet. A summary report will be provided to the client at the end of the week. However, the cemetery manager will be contacted at the end of each working day, if requested, and briefed on the results of the day's testing. A final report will be submitted upon completion and data provided in the format suited to the client's record keeping. It is our standard working practice to record the details of the failed memorials only. If records of all memorials are required, then there would be additional fees based on the number of days required to complete the works.

Site Specific Fee Proposal

Based on the information provided to date, we assume you require us to inspect the entire cemetery areas and that all three height classes of memorials (<0.625m, >0.625 and <1.5m and >1.5m) are to be assessed as detailed above. Please note, the visual assessment of memorials greater than 1.5m in height is to provide an assessment of any obvious damage or movement which could lead to failure. Memorials of this height should be assessed by qualified structural engineer/stone mason.

If there are any changes to our assumptions made above, please let us know and we can revise accordingly.

In summary, we would be required to detail which types/heights of memorial are to be assessed and what level or remedial action you wish us to undertake (i.e., tape, cordon, lay down) if any high-risk memorials deemed to pose an immediate risk are encountered on site.

Memorial Stability Testing

Activity	Timescales	Fee
Preparation and attendance on site to undertake memorial stability assessment including making safe where required, marking of unsafe memorials	2 days	£1,500.00
Production of Memorial Stability Testing Report including photos,	1 day	£750.00

VIDEOS and details of failed memorials		
Mileage	120 miles	£90.00
Overnights	1 Nights	£200.00
<u>TOTAL</u>	<u>£2,540.00 (excl VAT)</u>	
Warning labels and ties per failed memorial – High & Moderate		£4.50 each
Low risk – record only		£2.00 each

The above listed fee assumes provision of cemetery plans and maps prior to attending site and that the plans are in condition suitable to be able to clearly read and understand.

We trust that we have understood your requirements, however if you require any alterations, please do not hesitate to contact us.

Kind Regards

[REDACTED]

[REDACTED]

[REDACTED]

Discover what's beneath

CONTRACTOR A- QUOTE 2

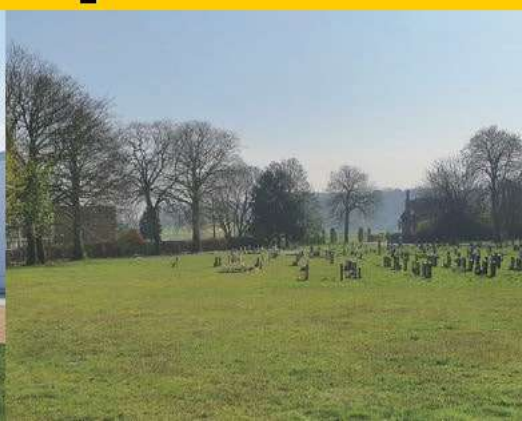
A proposal to Windlesham Parish Council for the provision of memorial safety testing within burial grounds and memorial sites.

Date: 7th July 2026

Reference: [REDACTED]

[REDACTED]

[REDACTED]



Background

are the only UK Company specialising in Cemetery Management and Design who have in-house resources of qualified professionals whose collective capabilities cover over 80% of our technical professional services.

A summary of our inhouse resources is given in the table below:

Agronomy	Drainage engineering	Landscape design
CDM Co-ordinator	Environmental engineering	Land surveying
Computer aided design	Flood risk assessment	Memorial stability testing
Construction site supervision	Geotechnical engineering	Planning consultancy
Construction site setting out	GIS development	Project management
Data base development	GIS mapping field surveying	Site layout and design
Design engineering	GPS surveying	Soils engineering and soil science

Introduction

Following a request from Sarah Wakefield of Windlesham Parish Council, The Group have the pleasure in presenting our proposal of works and associated fees for undertaking memorial stability testing at the following cemeteries:

- Bagshot Cemetery, School Lane, Bagshot, Surrey, GU19 5BP – 59 memorials
- Lightwater Cemetery, The Avenue, Lightwater, Surrey, GU18 5RG – 117 memorials
- Windlesham Cemetery, Church Road, Windlesham, Surrey, GU20 6BL – 276 memorials

The approach to testing will be taken in line with the practical and pragmatic methods as laid out in the guidance notes of the Ministry of Justice and BS8415:2018.

Current Legislation

The most up-to-date guidance with regards to the assessment of the stability of existing memorials within cemeteries is provided in the following documents:

- 1) Ministry of Justice – Managing the Safety of Burial Grounds Memorial, Practical advice for dealing with unstable memorials.
- 2) BSI Standards Publication ref 8415:2018 – Memorials within burial grounds and memorial sites – Specification.

Ministry of Justice – Managing the Safety of Burial Grounds Memorial, Practical advice for dealing with unstable memorials.

The above guidance set outs a risk-based approach to help operators develop a proportionate approach to managing the risk associated with memorials that is based on good practice. The information below, in italics, is taken from the guidance and provides a brief assessment of the risks associated with memorial stability. The reader is encouraged to ensure they have read the above document in full to fully understand their responsibilities.

‘Over the last 30 years, 8 people in the UK have been killed when a memorial has fallen on them. Given the numbers of memorials and the number of visitors to burial grounds in any year, the risk of injury is extremely low.’

‘However, this general low level of risk may be called into question by the public following an incident or by operators when it comes to their assessment of the theoretical risk. There are simple steps which operators can take to manage the risks posed by memorials installed in a burial ground to provide assurance that the risks are low and that they are properly managed.’

‘Burial authorities have a general duty under LACO to maintain the burial ground in good order. Parochial church councils are required to keep churchyards in good order if responsibility has not been transferred to the local authority. Most burial ground operators will also have duties under HSWA74. Operators should do all that is reasonably practicable to ensure that visitors and those working in burial grounds are not exposed to risks to their health and safety.’

‘The approach to managing memorial safety set out in this guidance involves the periodic assessment of memorials as part of a planned exercise or when anything has changed, for example a programme of major work or repair to the burial ground environment. It is for operators to decide on the frequency of this assessment. Where action is necessary following this assessment, measures to control any risks should be proportionate to the level of risk.’

‘The enforcing authorities under HSWA74 do not consider the risks from memorials to warrant inclusion in their proactive inspection regimes because of the low risk of injury. However, in the unlikely event of a serious accident, their inspectors may undertake an investigation. They will want assurance that operators had followed this guidance, had taken the sort of sensible, risk-based precautions set out, and that they had done all that is reasonably practicable in the circumstances. Inspectors recognise that even when all reasonably practicable precautions have been taken, incidents may still occur.’

BSI Standards Publication ref 8415:2018 – Memorials within burial grounds and memorial sites – Specification.

The above specification provides details on how memorials should be installed on site, based on several factors including type of memorial ground, materials used, type of foundation and number/type of dowels.

In addition, Section 8 of this report details how memorials should be checked to ensure that all memorials are maintained in a safe condition. Assessment is recommended to be carried out in accordance with Annex A, which has been partially summarised below:

‘The accident and incident history relating to memorials suggests that the risk of serious injury from unstable memorials is extremely low. However, those responsible for burial grounds should have a simple system in place to control the risks from memorials.’

A1 – Assessment of Risk

A1.1 – Identifying risk factors in burial grounds

A1.2 – Identifying risk factors in memorials

A1.3 - Records and evidence of appropriate procedures

A1.4 – Assessment of Lawn Memorials

A1.5 – Assessment of Large Memorials

A2 – Precautions

Memorial Stability Testing - Methodology and Approach

All cemeteries are required, under existing health and safety laws and responsibilities to assess the stability of memorials to ensure that unstable memorials do not pose a risk to employees, contractors, friends' groups, volunteers, or members of the public. Operators of cemeteries/memorial ground are required to do all that is reasonably practicable to ensure people are not exposed to risks to their health and safety.

To comply with the current guidance, set out above, [REDACTED] have developed the following approach to memorial stability testing.

- **Site Preparation**

[REDACTED] will obtain from its client maps and documents to be used to create a testing schedule. These maps and data sets will form the basis of the testing report and will ensure that field operatives have a clear and precise plan of testing. It is therefore important that the latest and most up to date plans are provided to ensure that the assessment is as accurate as possible.

Before works commence, a site visit will be made to ensure that the plans correspond to the cemetery layout and can be easily followed. These schedules will include a schematic map and a report sheet.

- **Public Sensitivity and Notification**

Before works commence, the project manager will liaise with the burial authority to ensure that sufficient notice has been provided to members of the public and relatives, informing them of the works to be carried out. Failure to adequately notify and inform the public leads to anger and frustration, much of which can be avoided through good notice and communication practice and methodology.

[REDACTED] will, if requested, prepare notices for and on behalf of the authority advising the public that testing will take place (fees negotiated with council). These notices should be placed in local papers, on cemetery gates and around the cemeteries at least four weeks prior to any work commencing. Such notices will give details of testing start dates and action to be taken upon failure.

■ can, on request, provide a member of staff for a “demonstration morning” where the approach is described, and the members of the public have a chance to have their views and concerns answered. During the testing and making-safe procedures, CDS staff will always ensure that all enquiries on site from the public will be handled in a caring and sensitive manner.

■ staff are briefed on how to manage approaches or questions from the public. If the public appear anxious, concerned, or hostile then in the first instance, they will be directed to the site manager who will describe the work carried out and the reasons for it. If the member of the public is still upset or dissatisfied, then they will be provided with the relevant contact’s name with the local burial authority.

If the team is approached by a member of the public that owns a grave site or has a relative buried whose memorial has not yet been tested, if they request, the member of staff from ■ will go with them (one it is safe to do so) to the memorial and test it in their presence. If the memorial fails, they will be given the authorities’ number to call, and the memorial will be made safe if necessary.

• **Testing Techniques**

The use of transducer testing is now seen as a potentially destructive method of testing and it is now recognized by the Ministry of Justice and the BSI that a hand test, where appropriate, is a fair and practical assessment of risk. However, the cemetery manager should consult with their insurers on what method would cover the risks associated.

Testing in Accordance with BS 8415:2018 recommends the following procedures:

- Memorials less than 625mm in height are unlikely to cause injury if they fall and may therefore be excluded from detailed assessment or application of load.
- Memorials not exceeding 1.5m in height (nominal shoulder height) shall be tested by hand, applying a firm but steady pressure in both directions.
- Memorials exceeding 1.5m in height are deemed unsafe to apply a load to and shall be visually assessed by a competent person to assess whether the memorial poses a risk. If a risk is deemed present, the memorial will need to be assessed by a qualified structural engineer/stone mason.

• **Recording of Data**

To help reduce costs to the client and to provide clear and concise reports, which are easy to understand and act upon, ■ follow the Ministry of Justice recommended model of recording only those memorials that are deemed to be unsafe. This style of reporting is also set out in Annex A of the latest guidance published by the BSI Standards (Publication ref 8415:2018 – Memorials within burial grounds and memorial sites – Specification.)

For example, if a section comprises 450 qualifying memorials, all memorials will be tested, but only those that fail will be recorded. All other memorials will be deemed to be safe, therefore other than the total number of memorials tested per section there is no requirement to record details of those that pass.

- **Assessment of Risk – Site Inspection**

During the on-site inspection, the assessment of risk follows the recommended procedure set out in BSI Standards (Publication ref 8415:2018 – Memorials within burial grounds and memorial sites – Specification.)

- **Memorials less than 0.625m in height**

For memorials less than 0.625m in height, such as vases, corner stones and kerb sets, an assessment of stability is not required, however will we assess such memorials for any basic risk they may pose (i.e., acting as a trip hazard). Where the risk is identified as being of significance, the risk will be identified and marked up as unsafe.

In edgings of kerb sets that are loose and may be a hazard, it will be made safe by laying in the grave confines. Corner stones that are loose or provide a tripping hazard will be removed and placed carefully in the gravesite up against the headstone. The action will be recorded taking photographs of before and after.

- **Memorials between 0.625m and 1.5m in height**

Following an initial visual inspection to ensure the memorial is safe to test, a hand load test will be performed to establish the stability of the memorial. If significant movement is noted on application of the load, then the memorial will be considered unsafe and recorded accordingly. If the memorial is severely unstable and considered an imminent risk of failure then immediate steps will be taken to reduce the risk, which could comprise attaching of a warning sign, cordoning off the memorial, making safe or where required laying down of the memorial. After the memorial has been made safe and recorded, a before and after photograph will be taken.

- **Memorials over 1.5m - Visual Assessment**

In accordance with BS Standards 8415:2018, memorials over 1.5m in height will only undergo a visual assessment due to the high risk associated with applying load to a large, potential unstable memorial. Memorials greater than 1.5m in height should be assessed by a structural engineer/qualified stone mason if any suspicion of movement or instability is noted.

- **Tombs**

Tombs will be tested on all four sides, inspecting for cracking and movement. If any faults are found in construction, the area will be cordoned off.

- **Making safe of Unstable Memorials**

It should be noted that all making safe procedures will be the responsibility of the Council and can be undertaken by their own staff or through accredited memorial masons, [REDACTED] do not undertake memorial repairs.

Stability testing itself is designed to identify any memorials which are considered unsafe. The next and most important stage of the work is making-safe. Accordingly, the operator of the site should have a strategy in place for implementing an appropriate level of action. It should be noted that recent action in some cemeteries has highlighted the sensitivity the public has regarding their burial grounds and making safe procedures.

The wholesale laying-flat of large numbers of failed lawn memorials is both aesthetically and emotionally distressing and, in most cases, unnecessary.

- **Records**

At the end of each working day, the data will be emailed back to the [REDACTED] office where it will be processed onto the memorial stability spreadsheet. A summary report will be provided to the client at the end of the week. However, the cemetery manager will be contacted at the end of each working day, if requested, and briefed on the results of the day's testing. A final report will be submitted upon completion and data provided in the format suited to the client's record keeping. It is our standard working practice to record the details of the failed memorials only. If records of all memorials are required, then there would be additional fees based on the number of days required to complete the works.

Site Specific Fee Proposal

Based on the information provided to date, we assume you require us to inspect the entire cemetery areas and that all three height classes of memorials (<0.625m, >0.625 and <1.5m and >1.5m) are to be assessed as detailed above. Please note, the visual assessment of memorials greater than 1.5m in height is to provide an assessment of any obvious damage or movement which could lead to failure. Memorials of this height should be assessed by qualified structural engineer/stone mason.

If there are any changes to our assumptions made above, please let us know and we can revise accordingly.

In summary, we would be required to detail which types/heights of memorial are to be assessed and what level or remedial action you wish us to undertake (i.e., tape, cordon, lay down) if any high-risk memorials deemed to pose an immediate risk are encountered on site.

Memorial Stability Testing

Activity	Timescales	Fee
Preparation and attendance on site to undertake memorial stability assessment including making safe where required, marking of unsafe memorials	1 days	£750.00
Production of Memorial Stability Testing Report including photos,	0.5 day	£375.00

VIDEOS and details of failed memorials		
Mileage	120 miles	£90.00
<u>TOTAL</u>	<u>£1,215.00 (excl VAT) per site</u> <u>Three Sites Total - £3,645.00 (excl VAT)</u>	
Warning labels and ties per failed memorial – High & Moderate		£4.50 each
Low risk – record only		£2.00 each

The above listed fee assumes provision of cemetery plans and maps prior to attending site and that the plans are in condition suitable to be able to clearly read and understand.

We trust that we have understood your requirements, however if you require any alterations, please do not hesitate to contact us.

Kind Regards

[REDACTED]

[REDACTED]

[REDACTED]

Item 10- To consider a Memorial Tree Application in Windlesham Cemetery

Purpose of Report

To present a request from a resident for the planting of a memorial tree in Windlesham Cemetery,

Background

The Council has received a request from a resident seeking permission to plant a memorial tree within Windlesham Cemetery. The Council does not receive many memorial tree applications, and such requests are therefore not currently included within the cemetery fees price list. Additionally, the applicant wishes to plant the tree for himself before he passes away.

As a result, the request is being referred to Members for consideration on a case-by-case basis.

The Application

Members are asked to review the attached application for a Memorial Tree and consider:

- the proposed species of tree; and
- the proposed location within Windlesham.

Proposed Species:

Koelreuteria Paniculata (Pride of India)



Description: An elegant small deciduous tree to 10m in height, the pinnate, green leaves, pinkish in spring, turn yellow in autumn. Small yellow flowers in conspicuous large panicles, mid and late summer are followed by ornamental bladderly bronze-pink fruits.

Proposed Location: the applicant has requested that the tree is positioned in the top right corner, butting on to the open field to the right of it, midway between the corner and what looks like a tree.



It is to be noted that officers will need to assess the location for suitability.

Should permission be granted:

- the tree would be supplied planted, and maintained by the resident; and
- there would be no financial cost or ongoing maintenance responsibility for the Council.

Windlesham Cemetery Fees 2026

Memorial Application- Resident	£302
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Decision Required

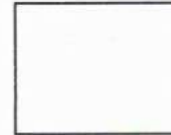
Members are asked to:

- review the memorial tree request, including the proposed species and location;
and
- decide whether they wish to approve the request, noting that the resident would be responsible for the supply, planting and ongoing maintenance of the memorial tree;
- decide whether they wish to approve one of the tree species presented;
- decide whether to approve the proposed location of the tree, subject to officer investigation and
- approve the cost of the memorial tree application in line with the current Memorial Application fee.



Windlesham Parish Council

Joanna Whitfield - Clerk to the Council
The Council Offices, The Avenue, Lightwater, Surrey, GU18 5RG
Telephone: 01276 471675 Email: admin@windleshampc.gov.uk
Web Site: www.windleshampc.gov.uk



APPLICATION TO ERECT A MEMORIAL TREE

Please refer to our Cemetery Regulations when completing this form.

Date of application:

4th July 2026

Cemetery (please state which): ☒ Windlesham ☐ Lightwater ☐ Bagshot

Please indicate which type of Memorial you are applying for.

☐ New Memorial Bench ☒ Planting of a Memorial Tree

Please note: Applicants are responsible for purchase, installation and maintenance of memorial trees. If a memorial tree is not properly maintained or dying or dead Council reserve the right to remove the tree.

Full name of deceased

N/A

Year of death:

N/A

Grave Number or Memorial Wall Reference Number (if known):

Type of tree and full grown height:

KOELAEUTERIA
PANICULATA
(PRIME OF INDIA)
TIME TO MATURITY
20-50 YEARS
MAX. HEIGHT: ~
8-10 METRES

Indicate species type (photograph or sketch)



Please indicate your
Chosen Supplier and
their contact details:

Please indicate your
Chosen Installer and their
contact details:

I understand that I will need to provide a current copy of my chosen installer's public liability certification:

Applicant's signature:



Once your application has been approved you will receive an email confirmation detailing what happens next. Please do not purchase your bench/tree until you receive this application back and marked as approved. Please also note bench installation and tree planting must be carried out by our contractors and will incur an additional fee.

Please state the name, address, telephone number and email address of the Person making this application:

Memorial Fee £ Enclosed (Fees to be paid upon submission of form)

Signature of
applicant:

Notification of decision will be given in writing by email and the return of this form marked as approved.

No memorial tree may have advertising or photographic material of any description.

The Council may accept or refuse any application at its absolute discretion and without explanation.

No memorial tree may be installed or planted until an application has been approved and the appropriate fee has been paid to Windlesham Parish Council. Your attention is drawn to the Cemetery Regulations which are available online and are displayed at each cemetery.

Windlesham Parish Council

Date of receipt: Tree .
Fee received:
Scanned:
Date of approval :
Date applicant notified :
Signature of Clerk :

Item 11- To consider replacement trees at Bosman Drive, Windlesham

Background

Four trees were planted at Bosman Drive, Windlesham in 2023 in accordance with planning permission TWA/22/0211. The planting comprised two Liriodendron Tulipifera, one Dawn Redwood and one Horse Chestnut. In addition, a Horse Chestnut sapling, propagated from the original tree on site, was also planted.

The trees have been subject to a maintenance and watering regime over the past two years, in line with best practice guidance provided by the Surrey Heath Borough Council Tree Officer to support establishment. Despite this, two of the planted trees, a Liriodendron Tulipifera and the Dawn Redwood have failed. The additional Horse Chestnut sapling has, however, established successfully and is thriving. It is therefore proposed that this sapling is accepted as a replacement for one of the failed trees, reducing the requirement for further planting.

In respect of the remaining failed tree, its loss is considered likely to be location-specific, as it was planted within a wooded area where growing conditions may be less favourable. Furthermore, certain species, such as Dawn Redwood, are known to require high levels of water during their establishment period, which may limit their suitability for this location.

Members previously noted that both species selection and planting location would be agreed in consultation with the SHBC Tree Officer. Officers have therefore sought further advice to inform an appropriate replacement strategy, including consideration of suitable species and planting locations to maximise long-term establishment success.

Current Position

The SHBC Tree Officer has confirmed that:

- The established Horse Chestnut sapling can be accepted as fulfilling one of the replacement requirements
- Tree Officer has recommended a Walnut Tree as the most suitable replacement species for this location.

In addition:

- A proposed planting plan, including location will need to be submitted to the Tree Officer for approval
- The size of tree will be in line with the original TPO stipulations- 10-12cm girth
- Works would be scheduled for the next appropriate planting season (typically autumn/winter), when conditions are most favourable for tree establishment

Financial Implications

It is anticipated that any required expenditure could be met from the Tree budget/ EMR.

Quotes have not yet been sought, but based on the previous programme of tree replacements, cost can be expected to reach:

- Supply of 10/12cm girth Walnut Tree = £200
- Planting, to include staking, ties, soil and deer proof cover =£100

*It is to be noted that these costings are estimates only.

Watering and maintenance:

- Two-year watering and maintenance package (May–September 2027 and May–September 2028), comprising weekly visits with 20 litres of water per visit = Estimated at £1,200 (£30 per visit).

Members should note that funding can only be committed until April 2027 due to the creation of Windlesham Village Council in April 2027. Any expenditure for the watering and maintenance of the trees would need to be considered by the new authority.

Decision Required

Members are requested to:

1. **Approve the recommend option of the Walnut tree.**
2. **Members are asked to approve officers identifying a suitable location for the proposed tree within Bosman Drive Greenspace and submitting the preferred location to the Tree Officer for approval.**
3. **Agree a budget for the works.**
4. **Delegate authority to the Clerk, in conjunction with the Chair/Vice-Chair, to appoint a suitable contractor to commence planting in Autumn/Winter 2026.**
5. **Note that any expenditure for the watering and maintenance of the trees would need to be considered by the new authority.**

Item 12- To consider Event Documentation Requirements

Purpose of this Paper

This paper sets out the documentation the Council requests from event organisers, following advice from the Surrey Advisory Group (SAG), and explains the legal duties and HSE/industry guidance that underpin each requirement. The aim is to ensure councillors understand why each document is necessary, how it supports the Council's duty of care, and how it aligns with insurer expectations.

Background

Members will be aware that a number of community events are held annually on Council land, including the Lightwater Fete, LightFest and the Scouts Bonfire and Fireworks event. These events have historically been well attended and provide significant community benefits.

Members will recall that the Lightwater Village Committee previously resolved that events may be held on Lightwater Recreation Ground, provided they are organised in accordance with the guidance and recommendations set out by the Surrey Safety Advisory Group (SAG) and the Purple Guide. Officers have therefore sought to apply these requirements when reviewing event applications.

Organisers of these events have highlighted the level of documentation required can be challenging for volunteer-led groups to produce and maintain.

Action

The Committee is asked to consider the information provided and note that the measures outlined in this paper are legally grounded and consistent with national guidance. The documents requested mirror the approach previously taken by the Safety Advisory Group and reflect what insurers expect for safe and well-managed community events.

Members are asked to decide:

- **Continue with the current approach for all future events, recognising that this process demonstrates the Council has taken reasonable steps to discharge its duty of care under the Occupiers' Liability Act 1957; or**
 - **Relax the requirements, acknowledging that doing so may limit the Council's ability to demonstrate compliance with its duty of care and may increase the risk of the Council being uninsured should an incident occur.**
-

1. Legal Duties on the Council

Occupiers' Liability Act 1957

The Council must take "*reasonable care*" to ensure visitors are safe when attending events on Council land. This requires the Council to check that organisers have planned the event safely and have appropriate controls in place.

Management of Health and Safety at Work Regulations 1999 (MHSWR)

Regulation 3 requires risks arising from the Council's "undertaking" to be assessed. When the Council permits an event, it becomes part of that undertaking, meaning the Council must ensure a **suitable and sufficient risk assessment** exists.

Localism Act 2011 – Duty of Councillors

Councillors must act with reasonable care when approving events. They must not knowingly approve unsafe or undocumented activities.

2. Documents Requested from All Event Organisers

While the event organiser remains primarily responsible for the safe planning and operation of the event.

The council, as landowner, still has a duty as the land owner/manager and must take reasonable steps to satisfy itself that the event can be held safely.

Below is the list of documents now requested, with the **legal or guidance basis** for each.

Document Requested	Legal / Guidance Basis	Reason for Council Requirement
Event Management Plan	HSE guidance on event safety management	Demonstrates planning of staffing, responsibilities, communication, and safety arrangements. As the landowner, the Council has a legal duty of care to ensure any event held on its land is planned and managed safely.
Site Plan	HSE event guidance; Occupiers' Liability Act 1957 duty to ensure safe layout.	Shows structures, access routes, emergency exits, and crowd flow to ensure safe site design.
Emergency Evacuation Procedure	Management of Health & Safety at Work Regulations (emergency arrangements); HSE guidance.	Confirms organisers have planned how to evacuate safely in case of fire, weather, or other incidents. As the landowner, the

Document Requested	Legal / Guidance Basis	Reason for Council Requirement
		Council must satisfy itself that all events can be evacuated safely if required.
Insurance Certificates (Public Liability & Employers' Liability)	Public Liability: insurer requirement (not statute). Employers' Liability: Employers' Liability (Compulsory Insurance) Act 1969.	Confirms financial protection in case of injury or damage. The Council's insurance does not cover hirers' liability; therefore, the Council must verify the organiser's insurance.
Risk Assessment	Management of Health & Safety at Work Regulations 1999, reg.3. Occupiers' Liability Act 1957 duty of care	A core legal requirement demonstrating hazards have been identified and controlled.
Lost Children Policy	Safeguarding best practice.	Ensures safe procedures for vulnerable attendees.
Event Capacity Details	Occupiers' Liability Act (safe crowd management); HSE guidance.	Confirms the organiser has assessed crowd numbers and staffing to ensure safe crowd control.

IMPORTANT

By requiring and reviewing these documents, the Council can demonstrate that it has taken reasonable and proportionate steps to discharge its duty of care, should an accident occur and its actions be examined.

3. Additional Requirements for High-Risk Activities

For activities such as inflatables, fairground rides, climbing walls, or mechanical attractions, the Council requests additional documentation. These are not statutory, but they are industry standards and required by insurers to demonstrate safe operation under PUWER (Provision and Use of Work Equipment Regulations 1998).

Requesting these documents should not place additional burdens on the event organiser, because operators should already hold these documents.

Document Requested	Legal / Guidance Basis	Reason for Council Requirement
ADIPS Certificate (Fairground Rides)	Industry standard; HSE guidance for amusement devices.	Shows the ride has passed an annual independent safety inspection by a competent engineer, demonstrating safe mechanical operation.
PIPA Certificate (Inflatables)	Industry standard; HSE guidance.	Confirms the inflatable meets recognised safety standards and has been tested, ensuring safe installation and operation.
Operator Insurance	Insurer requirement (not statute).	Ensures the operator has adequate insurance cover for their activity, protecting the Council from liability exposure.
Operator Risk Assessment	PUWER (operator duty); HSE guidance.	Demonstrates the operator has assessed risks specific to their equipment and identified appropriate control measures.

Why These Requirements Are Necessary

- They ensure the Council meets its legal duty of care.
- They align with HSE guidance and industry best practice.
- They satisfy insurer expectations, reducing liability exposure.
- They ensure councillors can approve events with confidence.

Item 13- To consider an application from 1st Lightwater Scouts to use the Recreation Ground for a Bonfire and Fireworks event

Purpose of Report

To consider an application from 1st Lightwater Scouts for the use of the Lightwater Recreation Ground, for their annual Bonfire and Fireworks Event on Saturday 7th November 2026 and to consider the documentation submitted to date.

Background

1st Lightwater Scouts have submitted an application to hold their annual bonfire and fireworks event on Lightwater Recreation Ground on 7th November 2026.

The Council has previously resolved that events may be held on Council land provided organisers comply with the requirements set out in the Event Application Process, submit the necessary supporting documentation and satisfy the council that appropriate health and safety arrangements are in place.

Given the nature of bonfire and fireworks events, consideration is required in relation to public safety, emergency access, crowd management, fire safety and compliance with relevant legislation.

Documentation Received

The following documents have been received:

Event Application Form- Received
Scouts Risk Assessment and Evacuation Plan- Received
Public Liability- Received- Received
Firework Contractor Documentation- Not yet Received

Officer Comments

Whilst the event application, risk assessment and insurance documentation have been received, officers have not yet had the opportunity to review the firework contractor's documentation.

An EGM is proposed to enable Members to undertake a detailed review of all documentation and to consider any decisions made during the previous agenda item.

Decision

Members are asked to:

- 1. Note the Event Application Form, Risk Assessment and Public Liability Insurance documentation received to date.**
- 2. Note that documentation relating to the appointed fireworks contractor remains outstanding.**
- 3. Note the proposed event date of 7th November 2026.**
- 4. Note that an EGM will be convened to allow a full and proper review of all event documentation and any conditions that may be required before a final decision is made on the application.**

Item 14- Additional Evergreen Planting at Lightwater Memorial Gardens

Purpose of Report

To consider the introduction of additional planting within the Lightwater Memorial Gardens.

Background

A maintenance plan has been established with a garden contractor, covering routine maintenance, watering across the War Memorial, Memorial Gardens and village troughs.

Recent works undertaken by the contractor have improved the overall presentation of the site, including edging, mulching and planting of a dwarf evergreen hedge to define the War Memorial bed.

Current Position

Through ongoing maintenance works and recent site observations, it has been identified that:

- Certain areas of the Memorial Gardens (particularly within the former poppy bed area) are now visually sparse following seasonal dieback.
- Existing planting relies heavily on annual bedding, which requires regular replacement and presents a higher ongoing cost.
- Some plants are unsuitable for the site conditions (dry, exposed, free-draining soil), resulting in poor performance and potential losses.

The contractor has therefore suggested that the Council consider introducing a more permanent planting scheme, incorporating evergreen and drought-tolerant perennials to improve resilience, reduce long-term costs, and enhance year-round appearance.

Proposed Planting Approach

The Garden contractor has identified a number of significant gaps within the existing planting scheme in the Memorial Gardens. Several of the current plants are also struggling to establish and thrive due to the site's exposed, south-facing aspect and associated dry conditions.

To address these issues, a revised planting scheme has been proposed that focuses on low-maintenance, drought-tolerant perennial planting that is well suited to the site conditions. The proposed scheme would provide several benefits, including:

- Enhanced visual appearance throughout the growing season.
- Increased biodiversity and support for pollinating insects.
- Improved resilience to the warm, exposed conditions experienced within the garden.
- Reduced long-term maintenance requirements.

With the exception of ornamental grasses, the proposed plants are all herbaceous perennials. These plants die back during the winter months and re-emerge in spring, providing seasonal interest and flowering displays throughout spring, summer and, in many cases, into autumn.

At this stage, no additional evergreen shrub planting is recommended. The existing evergreen shrubs appear to be establishing well and should continue to provide structure and winter interest. It is suggested that the gardens are reviewed during the winter period to identify whether any further evergreen planting is required and to determine the most appropriate locations.

Planting Plan and Quote

- A detailed planting plan has been submitted by the contractor (Document 1).
- No additional charge for planting will be charged.

Financial Implications

- Total cost of additional planting = £271.10

Funding Option: There are currently no uncommitted funds available within the Lightwater Village Reserve. However, at the last Civic Amenities Committee meeting, £200 was allocated towards volunteer planting at Lightwater Cemetery. Should Members wish to support this proposal, it would be possible to reallocate this commitment to the Lightwater Cemetery Maintenance EMR, thereby releasing £200 within the Lightwater Village Reserve to contribute towards the project.

Decision

Members are asked to:

Decide whether they wish to proceed with the proposed additional planting within the Memorial Gardens and, if so, identify an appropriate funding source, noting that there are currently no earmarked reserves available to fully fund the proposed planting scheme.

Suggested planting scheme for Lightwater Memorial Gardens

Image	Plant name	Notes	Quantity suggested	Cost incl supply, delivery and VAT.
	Stipa tenuissima	Evergreen grass, drought tolerant, foliage stays green through winter. Lovely movement and texture. No cutting back required, although a light trim in autumn to tidy up plant advised.	X10	£70.60
	Nepeta racemosa 'Walkers Low'	Hardy perennial, flowers purple from May – August. Trim back to keep plant compact in late May, and again in Winter to allow for new growth the following spring. Drought tolerant and excellent for pollinators.	X8	£47.40
	Geranium 'Rozanne'	Perennial, purple flower. Should be cut down to the ground in February or early March, as soon as new growth emerges. Plant can be reduced by half late May to encourage more flowers throughout the season, and to avoid plant becoming leggy. Resilient to warm, dry summers and wet winters. Excellent for pollinators.	X8	£56.70
	Salvia nemorosa 'Caradonna'	Perennial, purple flower. Should be cut down to the ground in February or early March, as soon as new growth emerges. Plant can be reduced by half late May to encourage more flowers throughout the season, and to avoid plant	X8	£49.00

Suggested planting scheme for Lightwater Memorial Gardens

		becoming leggy. Little water required. Deadhead throughout summer.		
	Erigeron karvinskianus (Mexican fleabane)	An excellent self-sufficient clump-forming perennial, adapted to survive hot dry summers and cool winters. Dainty small pink/white daisies on wispy foliage, required a light trim in summer to remove spent flowers and regenerate foliage growth. Flowers from March to November.	X8	£47.40
				Total cost: £271.10

Item 15- School Lane Field Pond Boardwalk – Condition Assessment and Future Works

Purpose of Report

To update Members on the condition of the boardwalk at School Lane Field Pond and seek direction regarding the future replacement of the boardwalk and associated railings.

Background

The boardwalk located adjacent to the pond at School Lane Field has deteriorated over time, with approximately ten timber planks now identified as being rotten and requiring replacement.

A contractor has undertaken an inspection of both the boardwalk and the supporting structure.

The inspection was undertaken to establish whether the supporting structure requires replacement or whether repair and refurbishment works would be sufficient.

Findings

Following the inspection, the contractor advised that:

- The supporting structure made from Green Oak, including those elements located within the pond, remains structurally sound.
- Approximately ten sections of decking/planking are rotten and require replacement.
- The existing handrail remains in a sound condition.
- There is scope to install an additional handrail on the opposite side of the boardwalk to improve user safety and accessibility.

The contractor has advised that the rotten boards could be replaced on an ad-hoc basis and officers are seeking quotes to be brought back to a future meeting.

Additionally, a replacement of the full deck could be considered, however, this option has been estimated to cost £40,000 +.

Financial Implications

Quotes are being sought and will be brought back to a future meeting.

Funding:

Bagshot CIL = £46,016.92

Decision

- **Members are asked to note the current condition of the boardwalk and that officers are in the process of obtaining quotations for repair works, together with advice from specialist contractors. A further report will be brought back to Members once this information has been received and assessed.**
- **Members are also asked to be mindful of any additional commitments against Bagshot CIL funding, as a proportion of these funds may be required to support the future repair or replacement of the boardwalk, subject to the findings and recommendations received from contractors.**

Item 16- Grants

Bagshot, Lightwater & Windlesham Villages

To consider a Grant Application from Friends of Valley End CoE Infant School

Summary:

Windlesham Parish Council has received a grant application from Friends of Valley End CoE Infant School, requesting financial support to part fund their fireworks display to help free up finances for other school projects.

Action:

Members are invited to consider the details of the grant application and determine whether they wish to approve the request in full, in part, or not at all.

Details of Grant Request:

Friends of Valley End CoE Infant School seeks funding to support the following:

- Contribution towards the costs of a firework display.

Total Grant Requested: £2,750

Valley End CofE Infant School is located in Chobham but provides education to children from Bagshot, Lightwater and Windlesham. As the school benefits residents from all three villages, the grant application has been submitted for consideration under each village grant allocation.

Bagshot Grant EMR - £6,451

Bagshot Grant Budget Line - £4,701

Lightwater Grant EMR - £4,000

Windlesham Grants EMR - £4,500

Windlesham EMR - £5,526.68

Supporting Documents:

- Completed and signed Grant Application Form
- A copy of the Constitution
- Annual Accounts

Windlesham Village

To consider a Grant Application from Windlesham Darby & Joan Club

Summary:

Windlesham Parish Council has received a grant application from the Windlesham Darby & Joan Club, requesting financial support to assist the cost of running the club.

Action:

Members are invited to consider the details of the grant application and determine whether they wish to approve the request in full, in part, or not at all.

Details of Grant Request:

The Windlesham Darby & Joan Club seeks funding to support the following:

- Contribution towards the costs of running the club

Total Grant Requested: £1,000

Windlesham Grants EMR - £4,500

Windlesham EMR - £5,526.68

Supporting Documents:

- Completed and signed Grant Application Form
- A copy of the Constitution
- Latest bank statement

Windlesham Village

To consider a Grant Application from the Windlesham Field of Remembrance (WFor)

Summary:

Windlesham Parish Council has received a grant application from the WFor to help fund the general and dog waste collections at the FoR.

Action:

Members are invited to consider the details of the grant application and determine whether they wish to approve the request in full, in part, or not at all.

Details of Grant Request:

The WFor seeks funding to support the following:

- Contribution towards the general and dog waste collections at the FoR

Total Grant Requested: £1,000

Windlesham Grants EMR - £4,500

Windlesham EMR - £5,526.68

Supporting Documents:

- Completed and signed Grant Application Form
- A copy of the Constitution
- Copies of the last financial year-end accounts
- Invoices for waste collections



WINDLESHAM PARISH COUNCIL

GRANT APPLICATION FORM GRANTS OVER £1000

Please complete all details in **BLOCK CAPITALS**

Please Indicate which village fund you wish to apply to:

Bagshot ☐

Lightwater ☐

Windlesham ☒

Name of Organisation	Friends of Valley End CoE Infant School
Registered Charity Number (if applicable)	1148473
Contact Name	██████████
Position within the organisation	██████████
Telephone number	██████████
Address of organisation	██████████ ██████████ ██████████
Postcode	██████████
Email address	██████████
Total cost of purpose/project	£ 4250
Amount of grant requested	£ 2750

Detail grants received (or applied for but not yet determined) from other sources:	n/a
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What are your organisation's objectives?	TO ADVANCE THE EDUCATION OF PUPILS IN THE SCHOOL IN PARTICULAR BY: 1) DEVELOPING EFFECTIVE RELATIONSHIPS BETWEEN THE STAFF PARENTS AND OTHERS ASSOCIATED WITH THE SCHOOL; 2) ENGAGING IN ACTIVITIES OR PROVIDING FACILITIES OR EQUIPMENT WHICH SUPPORT THE SCHOOL AND ADVANCE THE EDUCATION OF THE PUPILS.
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For what purpose / project is the grant requested, and what is the evidence-based need for the grant?	Part fund the cost of our community-driven professionally designed & fired fireworks display. By part funding the display in the first instance, this will free up finances to support Valley End School in other ways. We have multiple projects on the go including air conditioning units for classrooms to allow school to stay open during extreme weather, providing specialist sports workshops and equipment following the reduction in sports premium funding and funding ad-hoc equipment requests from staff throughout the year to name but a few.
How will you monitor and evaluate achievement of your objectives?	We will notify the school that we are in a position to fund projects to the value of X amount pursuant to additional fundraising endeavours. We will work with the school to choose the most appropriate solutions and fund (full or in part) the purchases upon receipt of an invoice AND a “yes” vote from our trustees.

How does the application meet the criteria for this fund?	Valley End School welcomes children from all over, with a large majority of pupils coming from Windlesham, Bagshot & Lightwater. Friends of Valley End provides additional facilities, resources and activities which allows pupils to access the curriculum in further depth and to explore opportunities they otherwise wouldn't be able to access.
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:	Any purchases made will have an immediate impact on the pupils and families currently at the school. Additionally, future families will be able to benefit from our projects for years to come. We regularly open the school up to the community through our fayres + large scale events such as fireworks and colour run, so that all can appreciate the differences that our fundraising efforts make.
Has community engagement been undertaken?	We engage with our parent community on a weekly basis through a WhatsApp community. Specifically with regard to fireworks, we deliver a letter to all school neighbours informing them of the timings and purpose of the event, they are also invited to attend, something which no other local organisation does.

Total number of users of your organisation	500+
Number of your users resident in Windlesham Parish who will directly benefit from the grant	All with young children + those that attend events
Where expenditure is for maintenance or refurbishment of a community building or land please specify the number of years left on the lease	n/a

Current bank balance	£760.77	date	25/06/2026
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Supporting documentation to be submitted with the grant application.

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, a copy of the lease ☐

Additional documentation required for grant requests over £3,000

Tendering process ☐

Additional documentation required for grants for tree surgery or tree maintenance

Up to date tree survey or tree management plan ☐

I confirm that the above organisation has read and will conform with Windlesham Parish Council's Equality and Diversity Policy.

Yes ☒ No ☐

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 [REDACTED]

Name [REDACTED]

Position in organisation [REDACTED]

Date 25/06/2026

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, Council Offices, The Avenue, Lightwater, GU18 5RG or return this form to one of your local 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	



advancing education | supporting PTAs

model constitution

November 2011

Model Constitution for Parent Teacher Associations (England and Wales)

The PTA-UK Model constitution is for use by Parent Teacher Associations (PTAs) and other home-school groups that are members of PTA-UK in England and Wales. A Model Constitution for PTA-UK members in Northern Ireland is available at pta.org.uk or from the PTA-UK Advice Line 0845 830 5460.

The PTA-UK Model Constitution must be adopted by the Association before it can be used. See the PTA-UK Information sheet - *PTA-UK Model Constitution* available at pta.org.uk for further guidance.

The declaration on the last page of this document must be signed by the Chair of the meeting at which it is adopted and witnessed by a member of the Association who is present at the meeting.

Charity Registration

To register as a charity, send the completed PTA-UK Model Constitution to the **Charity Commission for England and Wales:**

Charity Commission Direct
PO Box 1227
Liverpool
L69 3UG

0845 300 0216
charitycommission.gov.uk

This should be accompanied by a completed application form (CC5a) and trustee declaration (CC5c). Both forms are available at pta.org.uk and are included in the PTA-UK charity registration pack. Keep a copy of the signed and witnessed Constitution for your PTA records.

For further information, see the PTA-UK Information sheet *Charity Registration - England and Wales*.

Online Charity Registration

It is now possible to apply for charity registration online. This is particularly useful if registration is needed quickly as online applications can take as little as ten working days.

Notes

Please read these notes before completing the Model Constitution

- Guidance notes are available throughout this document to help explain certain points.
- A glossary of terms is contained under clause 14. All terms referenced in the glossary are highlighted in **bold**.
- Please complete sections 1.1 to 1.3 on page 2 using **BLOCK CAPITALS**.
- For paper based applications (ie not online applications), fast track charity registration taking approximately six weeks, is available to all members using the PTA-UK Model Constitution without change (apart from completing clauses 1.1 to 1.3). This can be reduced to ten working days if the application is made online.
- Any Association wishing to vary the PTA-UK Model Constitution will need to agree changes directly with the Charity Commission and will not be eligible for the fast track scheme. Independent legal advice may be required to amend this Constitution.
- The PTA-UK Model Constitution is the copyright of PTA-UK and may be used by PTA-UK Member Associations only.
- The charity created by this Constitution is an unincorporated Association and as such the Committee, who are trustees of the charity, are personally liable for the acts and defaults of the charity.
- Whilst it might be unusual, if a PTA is taking on loans, building works or other liabilities, employing staff or giving advice to the public, PTA-UK recommends establishing the charity as a company limited by guarantee in order to obtain the protection of limited liability for the Committee. Or, alternatively, a Charitable Incorporated Organisation when these become available. Please see the model memorandum and articles of Association for charity companies (C01) available from charitycommission.gov.uk.

1. VARIABLES LIST

1.1 Type of association

The type of **Association** depends on its **membership**. Please see the guidance under clause 4 for further information.

1.2 Name

We suggest a School PTA or The PTA of a School.

If the suggested name of your **Association** is too similar to another charity already listed on the Charity Commission Register of Charities and might cause confusion, the Charity Commission may ask for it to be changed. Check the Register of Charities before choosing a name available at charitycommission.gov.uk.

1.3 School

Please complete the full name and address of the school.

1.4 The Committee

It is a matter for the size of the **Committee** to vary. It is usual to have a **Chair**, **Treasurer** and **Secretary**, and then a number of other **committee members**. The minimum number with which it is possible to continue operating is two, usually a **Chair** and a **Treasurer** (see clause 6.5.5). There is no restriction on the maximum number of **committee members/trustees**. However be careful that this does not become too large. An **AGM** is only quorate if the number of **members** present is at least two-thirds the number of **committee members/trustees** in office at the start of the meeting (clause 6.3). Once the **Committee** has been elected you can then calculate the maximum number of **co-opted members**; up to 50% of the total number of elected **committee members/trustees** (clause 6.3.2). For example, a **Committee** with eight **committee members/trustees** would be able to co-opt four further **committee members/trustees** (6.3.2).

2. OBJECTS

The **Objects** (ie the main purposes) of the **Association** must be exclusively charitable under English law or it will not be a charity and registration will be refused by the Charity Commission. The **Objects** included in this Model Constitution have been verified as exclusively charitable. However, your **Association** should make sure that they reflect the true purposes of the **Association**.

You may need to take your own legal advice if you wish to alter the stated **Objects** and fast track registration will not be available.

3. POWERS

The **Powers** are the legal means by which the **Objects** (Clause 2) can be achieved.

- 3.1 The **Committee** should understand any legal restrictions on the fundraising activities the charity wants to undertake. **Substantive permanent trading** for the purpose of raising funds is not allowed. HM Revenue and Customs (HMRC) can advise on the limits for small scale trading. Where an **Association** will be relying on trading to raise funds it is recommended that a separate non-charitable trading company should be used for the purpose and specialist legal or accountancy advice sought.
- 3.2 This Clause enables the **Committee** to allocate funds for particular purposes, or as reserves.

1. VARIABLES LIST

The following variables specific to the **Association** shall be incorporated into the model constitution.

1.1 Type of Association: (please tick the appropriate box)

- Friends of the School: ☒
- Home-School Association: ☐
- Parent Staff Association: ☐
- Parent Teacher Association: ☐
- Parents Association: ☐
- Other: ☐

1.2 Association name in full:

1.3 School name in full: Valley End CoE Infant School

School address:
 Building name and / or number: 5
 Street: Highams Lane
 Town/city: Valley End, Chobham
 County: Surrey
 Postcode: GU24 8TB
 Country: UK

1.4 The Committee

The minimum number of **committee members/trustees**: 2

2. OBJECTS

The object of the **Association** (the **Objects**) is to advance the education of pupils in the school in particular by:

- 2.1 Developing effective relationships between the staff, parents and others associated with the school;
- 2.2 Engaging in activities or providing facilities or equipment which support the school and advance the education of the pupils.

3. POWERS

The **committee members/trustees** have the following powers which may be exercised only in promoting the **Objects**:

- 3.1 To provide advice
- 3.2 To publish or distribute information
- 3.3 To co-operate with other bodies
- 3.4 To raise funds (but not by means of **permanent trading**)
- 3.5 To acquire or hire property of any kind
- 3.6 To make grants or loans of money and to give guarantees
- 3.7 To set aside funds for special purposes or as reserves against future expenditure
- 3.8 To deposit or invest funds in any lawful manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 3.9 To take out public liability and personal accident insurance to cover **Association** meetings, activities, **committee members/trustees**, to insure the **Association's** property against any foreseeable risk and take out other insurance policies to protect the **Association** where required
- 3.10 To employ paid or unpaid agents, staff or advisers

It is suggested that an **Association** maintain reserves to cover planned expenditure and to meet the kind of expenditure which may be required on short notice. However, reserves should not be built up without an agreed **Committee** decision or be excessive in relation to the amount known or reasonably estimated to be required. Monies raised by the **Association** must be spent on achieving the **Objects**.

3.9 The **Association** should ensure that it has adequate resources in place for all of its activities. Full **membership** of PTA/PTA automatically ensures full public liability and personal accident insurance to cover **Association** meetings and/or as an **Association** committee members/trustees.

3.10 This clause covers employees, independent contractors and volunteers. Care should always be taken by a charity wishing to employ someone even part-time but special care is required if it is proposed to employ a **committee member/trustee**. (See clause 4.2 and 9.3. Further guidance is also available from the Charity Commission.)

3.15 This blanket provision is intended to cover any other power not specifically mentioned. The **Association** is still restricted to undertaking activities to achieve the **Objects**.

4. MEMBERSHIP

4.1 The **membership** will vary according to the type of **Association** as set out in this Clause.

4.2.3 It is unusual for a **Member** of a charity to be removed from **membership**, but if this happens it must only be done for good reason e.g. because the **Member's** presence represents a danger to the school or its pupils.

Under the rules of Natural Justice, the **Member** concerned must be given an opportunity to state his or her case before a final decision is taken, and any decision to remove a **Member** must be justifiable.

Like any other **Committee** decision this will be made by a simple majority of the votes cast at the meeting (see clause 7.4). It is recommended that any such decision be recorded in the minutes of the **Committee** meeting.

If you remove a **Member** who is also a **committee member/trustee**, they are automatically removed from the **Committee** under clause 6.6.4. However, removal as a **committee member/trustee** does not automatically mean that the individual is also removed as a **Member**, so if you want to remove someone who is no longer a **committee member/trustee** from **membership** of the charity as well you will have to use the provisions in 4.2.

5. GENERAL MEETINGS

A **General meeting** is a formal gathering of the **members**. There can either be Annual or Extraordinary (AGM or EGM).

5.2 How notice of a **General meeting** should be given to **members** is dealt with in Clause 7.1, and 'written' is defined in clause 7.4.7. When giving notice each day/ starts at midnight, and the day on which notice is given does not count.

5.3 A Quorum is the minimum number of **members** of an **Association** that must attend the meeting for it to be valid.

5.11 To enter into contracts to provide services to or on behalf of other bodies

5.12 To pay the costs of forming the **Association**

5.13 To obtain and pay for goods and services as are necessary for carrying out the work of the charity

5.14 To open and operate bank and other accounts as the **committee members/trustees** consider necessary

5.15 To do anything else within the law that promotes the **Objects**

BUT the **Committee** shall not undertake any activity in the school premises without the consent of the headteacher.

4. MEMBERSHIP

Members of the **Association** are:

4.1 In a **Parents Association**, the parents, guardians or carers of any pupil currently attending the school or

in a **Parent Teacher Association**, Parent Staff or Home-School **Association** as detailed above plus teaching and non-teaching staff currently employed by the school or

in any other **Association**, for example a Friends group, those described above and any person over the age of 18 wishing to offer appropriate support or help to the school and who is accepted by the **Committee** as a **Member**

4.2 **Membership** is terminated if:

4.2.1 the **Member** dies

4.2.2 the **Member** resigns by written notice to the **Association**

4.2.3 the **committee members/trustees** may for good reason, regardless of whether or not this is at the request of the **Governing Body** or the headteacher, exclude any person from **membership** or from attending an event whose presence at or support of the school is deemed a danger to the school or its pupils or staff or might bring the **Association** into disrepute. Removal is not effective until the **Member** concerned has been notified in writing of the proposal and his/her right to respond within 14 clear days, and the matter has been considered in light of any representations made.

5. GENERAL MEETINGS (ANNUAL AND EXTRAORDINARY)

5.1 All **Members** are entitled to attend any **General meeting** of the **Association**

5.2 All **General meetings** are called by giving 21 clear days written notice of the meeting to the **Members**. The notice should specify the date, time and location of the **General meeting** as well as give an overview of the agenda

5.3 There is a quorum at a **General meeting** when the number of **Members** present is at least twice the number of **committee members/trustees** in office at the start of the meeting. The only exception would be at a **General meeting** where the **Association** is being dissolved; please see Clause 13.

5.2 It should be noted that the required majority is not a majority of the **members** present at the meeting but of the **votes** cast.

5.3 The casting vote given to the person who is in charge of the meeting is intended to enable the meeting to proceed with its business. It is usual for the casting vote to be used in favour of allowing further debate on the matter on a future occasion.

5.4 An **AGM** is essential to the running of the

5.5 **Association**. They give a regular opportunity for **members** to have their say.

5.6 PTA-UK requires all **Associations** to have their accounts independently examined. This is a requirement of the PTA-UK subscription linked insurance for cover against fraud or dishonesty by a **Treasurer** or another **committee member/trustee**. For further information on auditing arrangements required by the Charity Commission, please refer to Clause 10.

5.7 A **Patron**, **President** or **Vice-President** has no constitutional responsibilities meaning they can not vote at **Committee** meetings. However, they may be invited to address **members** or to represent the **Association** on formal occasions or when seeking public support.

5.8 If an urgent or important matter (such as the amendment of the Constitution) which must be decided at a **General meeting** cannot conveniently be dealt with at an **AGM**, then an additional meeting needs to take place. This meeting is called an **Extraordinary General meeting**.

6. THE COMMITTEE

This clause sets out the composition of the charity's Governing Body. At start up and prior to the first **AGM**, when formal elections can be held, a steering group can be formed by the people that are listed in clause 4.1. It is expected that an **AGM** and formal elections will be held as soon as possible after start up. If an **AGM** is held to adopt this constitution this would also provide an opportunity to hold elections.

Those who start as **committee members/trustees** and any people who are subsequently appointed at an **AGM** must be **members** (under clause 4.1). **Co-opted members**, who are not appointed at the **AGM**, are not required to be **members**, but if they wish to be elected to the **Committee** at the next **AGM**, they must be a **Member**.

Every **committee member/trustee**, however appointed, is legally a charity trustee and owes a duty towards the charity (in this case, the **Association**) rather than to whoever has made the appointment.

Under section 23 of the Charities Act 1993 as amended by the Charities Act 2006 a written memorandum should be executed whenever a **committee member/trustee** is elected or appointed. This can be done by recording the outcome in the minutes of the **AGM** at which the election of **committee members/trustees** takes place.

6.1 This provides for the **committee members/trustees** to be elected each year at the **AGM**.

6.2 It is usually helpful to allow the **Committee** to co-opt a number of its **members**, for example to fill a vacancy that arises during the year or enlist **members** with particular skills. The total number

5.4 The **Chair** or (if the **Chair** is unable or unwilling to do so) some other **committee member/trustee** elected by those present is in charge of a **General meeting**.

5.5 Except where otherwise provided in this Constitution, every issue at a **General meeting** is decided by a simple majority of the votes cast by the **Members** present at the meeting.

5.6 Except for the **Chair** of the meeting, who has a second or casting vote where a vote is equally divided (tied), every **Member** present is entitled to one vote on every issue.

5.7 The **Association** must hold a **General meeting** within twelve months of the date of the adoption of this constitution. Thereafter, an **AGM** must be held in each subsequent year and not more than 15 months may elapse between successive annual General meetings.

5.8 At an **AGM** the **members**:

5.8.1 receive the accounts of the **Association** for the previous financial year

5.8.2 receive the report of the **committee members/trustees** on the **Association's** activities since the previous **AGM**

5.8.3 elect the **committee members/trustees**

5.8.4 appoint an **independent examiner** or auditor for the **Association**

5.8.5 may confer on any individual (with his or her consent) the honorary title of **Patron**, **President** or **Vice-President** of the **Association**

5.8.6 discuss and determine any issues of policy or deal with any other business put before them

5.9 An **EGM** may be called at any time by the **Committee** and must be called within 21 days to happen within three months of a written request to the receiving **committee members/trustees** from at least ten **members**.

6. THE COMMITTEE

6.1 All **members** of the **Committee** are trustees of the charity and have control of the **Association**, its property and funds. The **Committee members** are referred to in this document as **committee members/trustees**.

6.2.1 **Committee members/trustees** shall be elected at the **AGM** and shall hold office until the next **AGM**

6.2.2 All **committee members/trustees**, except those who are **co-opted**, must be **members** of the **Association**

6.3.1 **Committee members/trustees** shall have the power to co-opt **committee members/trustees** at any time, and **co-opted committee members/trustees** shall serve until the date of the next **AGM**

6.3.2 The number of **co-opted committee members/trustees** must not be more than 50% of the total number of **committee members/trustees**

6.4 Nominations for election to the **Committee** may be made by any **Member** of the **Association** and seconded by another. Such nominations must have the consent of the nominee. Nominations should be made in writing to the **Chair** at any time until the election process has been completed. If no nominations or an insufficient number are received

of co-opted committee members/trustees must not be more than 50% of the total number of all other committee members/trustees. So if your Committee has eight committee members/trustees, it is possible to have up to four co-opted committee members/trustees.

- 6.5 There are various reasons why a committee member/trustee would have to cease being a Member of the Committee:
- 6.5.1 The Charities Act 1993 as amended by the Charities Act 2006 sets out a number of reasons why a committee member/trustee would be disqualified including any conviction involving deception or dishonesty unless legally spent, undischarged bankruptcy, removal from being a trustee for misconduct, disqualification from being a company director or being subject to orders under the Insolvency Act
- 6.5.2 Embarrassing problems can arise when a committee member/trustee becomes too ill or infirm to be expected to take full responsibility for the task. The Committee may wish to make a rule under clause 6.2 to require a committee member/trustee who appears incapable to undergo a medical examination. It is anticipated that such a request would in most cases lead to a voluntary resignation
- 6.5.3 Committee members/trustees should not be able to walk away from their responsibilities without leaving at least two remaining committee members/trustees. Any Association without at least two committee members/trustees in place will therefore be forced to dissolve (see Clause 13)
- 6.5.4 This is a wise precaution. Keep in mind though, that if someone is removed as a member under clause 4.2, they are automatically removed as a committee member/trustee under 6.5.4. If someone is unsuitable to be a committee member/trustee but you are happy for them to remain as a member then remove them under this clause, and they can still continue to be a member. Co-opted committee members/trustees who are not members, can only be removed under this clause

- 6.6 All committee members/trustees are entitled to recover from the Association whatever funds they may have had to pay out as a consequence of running the Association, eg paying for goods or services ordered by them and supplied to the charity.
- 6.8 Occasionally a mistake occurs in appointment procedures. If a mistake of this kind is discovered it does not retrospectively invalidate previous decisions but should be put right before further decisions are taken

7. COMMITTEE MEETINGS

This Clause deals with the meetings and proceedings of the Committee.

- 7.1 The Committee can decide the number of times it needs to meet to carry out its work but the minimum number is three during an academic year.
- 7.2 This clause provides a formula for calculating the quorum. This is the minimum number of committee members/trustees who must be present for the Committee meeting to be valid. For example, for a Committee with ten committee

before the AGM, any Members present may nominate a person, with their consent, and that person may be appointed by a majority vote of those present.

- 6.5 A committee member/trustee (whether elected or co-opted) automatically ceases to be a committee member/trustee if he or she:
- 6.5.1 is disqualified under section 72 of the Charities Act 1993 as amended by the Charities Act 2006 from acting as a charity trustee
- 6.5.2 is incapable, whether mentally or physically, of managing his or her own affairs
- 6.5.3 is absent from three consecutive meetings of the Committee without prior notification to the Secretary
- 6.5.4 ceases to be a member of the Association
- 6.5.5 resigns by written notice to the Committee but only if at least two committee members/trustees remain in office
- 6.5.6 is removed by a resolution passed by a majority of other committee members/trustees. Removal is not effective until the committee member/trustee concerned has been notified in writing of the proposal and his/her right to respond within 14 clear days, and the matter has been considered in light of any representations made
- 6.6 All committee members/trustees shall be entitled to reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Association.
- 6.7 A retiring committee member/trustee is entitled to an indemnity from the continuing committee members/trustees at the expense of the Association in respect of any liabilities properly incurred while he or she held office
- 6.8 A technical defect in the appointment of a committee member/trustee of which the Committee are unaware at the time does not invalidate decisions taken at a meeting.

7. COMMITTEE MEETINGS

- 7.1 The Committee must hold at least three meetings every academic year.
- 7.2 A quorum at a Committee meeting is 50 per cent rounded up to the nearest whole number of the total current membership of the Committee.
- 7.3 The Chair or, if the Chair is unable or unwilling to do so, some other committee member/trustee chosen by the members present is in charge at each Committee meeting.
- 7.4 Every decision may be made by a simple majority of the votes cast at a Committee meeting. A resolution which is in writing and signed by all committee members/trustees is equally valid. The resolution may be contained in more than one document and will be treated as passed on the date of the last signature
- 7.5 Except for the Chair of the meeting, who has a second or casting vote, every committee member/trustee has one vote on each issue.

members/trustees, a quorum would be reached with five committee members/trustees.

- 7.4 It may be necessary for the **Association** to make a decision outside of the **Committee** meetings. This can be done by written resolution, but has to be signed by all committee members/trustees. This needs to be passed unanimously because decisions taken by written resolution do not allow an opportunity to debate an issue as would happen at a meeting.
- 7.5 A casting vote is given to the person in charge of the meeting and is intended to enable the meeting to proceed with its business and avoid for the casting vote to be given in favour of allowing further debate on the matter on a future occasion.

8. POWERS OF COMMITTEE

- 8.1 The **Committee** is legally responsible for the actions of any sub-committee. It is therefore prudent for each sub-committee to include at least one committee member/trustee. The **Committee** should define the responsibilities of each sub-committee with care. It is essential in all cases for sub-committees to report back to the main **Committee**. Whilst the power to delegate is not limited to any particular function, it is usually appropriate for the final decision on major matters of policy or resources to be taken by the main **Committee**.
- 8.2 The **Committee** is allowed to make rules to govern different aspects of the running of the **Association** that are not already governed by this document.

9. PROPERTY & FUNDS

- 9.1 Any property of the **Association** is held on trust to achieve the **Objects** and does not belong to the members.
- 9.2 The Charities Act 2006 allows trustees to receive a personal benefit from the charity. However, it is recommended that this be carefully managed. This clause sets out the precautionary measures that are required.
- 9.3 The committee member/trustee should not take part in making any decision from which they might personally benefit.

10. RECORDS & ACCOUNTS

- 10.1 The keeping of adequate records is essential if the **Association** is to be properly run. The need for a charity to have its accounts either independently examined or professionally audited is a requirement of charity law and is determined by the level of annual income. The current threshold for charity accounts to be independently examined is £25,000. The independent examination does not have to be conducted by an auditor and can be done by a person the **Committee** reasonably believes to have the required ability and practical experience. For example, a school teacher or teacher. The person chosen must not be involved with the **Committee** nor be a member of their family.

Audit requirements in respect of charities with an income over £250,000 to £1,000,000. Further information is available from PTA-UK or the Charity Commission.

Please see 6.5.4 for further information on the requirement for an independent examination of accounts which is a stipulation of PTA-UK Insurance cover.

8. POWERS OF COMMITTEE

The following powers are available to the **Committee** to help run the **Association**:

- 8.1 To delegate any functions of the **Committee** to sub-committees. These must consist of two or more persons appointed by the **Committee** but at least one member of every sub-committee must be a committee member/trustee. All sub-**Committee** proceedings must be promptly reported to the main **Committee**.
- 8.2 To make Rules consistent with this Constitution about the **Committee** and sub-committees, to govern proceedings at **General meetings** and generally about the running of the **Association** including the operation of bank accounts and the commitment of funds.

9. PROPERTY & FUNDS

- 9.1 The property and funds of the **Association** must only be used to fulfil the **Objects** (see clause 2).
- 9.2 **Committee members/trustees** can enter into contracts with the **Association** for the provision of goods and services to the **Association** (but not contracts of employment with the **Association** except with the prior written consent of the Charity Commission) provided that:
- 9.2.1 the maximum amount is set out in writing and is reasonable for the services provided
- 9.2.2 the committee members/trustees are satisfied that the agreement is in the interests of the charity before entering into it
- 9.2.3 the total number of committee members/trustees entitled to such remuneration is in the minority from time to time.
- 9.3 Whenever a committee member/trustee has a personal interest in a matter to be discussed at a meeting, the committee member/trustee must:
- 9.3.1 declare an interest before discussion begins on the matter
- 9.3.2 withdraw from that part of the meeting unless expressly invited to remain in order to provide information
- 9.3.3 not be counted in the quorum for that part of the meeting
- 9.3.4 withdraw during the vote and have no vote on the matter.

10. RECORDS & ACCOUNTS

- 10.1 The **Committee** must comply with the requirements of the Charities Act 1993 as amended by the Charities Act 2006 as to the keeping of financial records, the audit or independent examination of accounts and the preparation and transmission to the Charity Commission of:
- 10.1.1 annual reports
- 10.1.2 annual returns
- 10.1.3 annual statements of account
- 10.2 The **Committee** must keep proper records on:
- 10.2.1 all proceedings at **General meetings**
- 10.2.2 all proceedings at **Committee meetings**
- 10.2.3 all reports of sub-committees

11. NOTICES

Reference is made to 'notice' in various places in the Constitution (see clauses 4, 5, 6, 8, 9 and 12.1). This clause makes clear how **members** should be notified. What is meant by 'written' is defined in Clause 14.

12. AMENDMENTS

Amendments to the PTA-UK Model Constitution may be needed as the **Association** develops. This clause gives you the power to make necessary amendments. Please note that more than a simple majority is required to agree any proposed amendment.

- 12.1 The **members** must be given advance notice of proposed amendments to the Constitution. When giving notice each day starts at midnight and the day on which notice is given does not count.

- 12.2 It is vital that the Constitution is not amended in a way which makes it impossible for the **Association** to continue to operate. Therefore, under this clause certain amendments are not valid. If adopted they will not count as amendments and will not be registered by the Charity Commission. The two cases are:

- (i) where there is a **fundamental change** in the **Objects**, i.e. where the new purposes are of a kind which a previous supporter could not reasonably be expected to have known when contributing to the **Association's** funds

- (ii) where the change in the Constitution would cause the charity to become a non-charitable body. Both issues need to be considered for all proposed amendments. It will normally be appropriate to seek legal advice or consult the Charity Commission before the proposed amendments are drawn up.

- 12.3 The Charity Commission should be notified promptly of all amendments that are made. Any amendment made to the PTA-UK Model Constitution prior to charity registration needs to be agreed directly with the Charity Commission and therefore would disqualify the application for registration through the PTA-UK fast-track registration scheme.

13. DISSOLUTION

It is not unusual for unincorporated charitable **Associations** to reach the end of their useful life and decide to dissolve. This clause provides that such a decision may be made at an **EGM** or an **AGM** where correct notice is given. Thereafter the debts and liabilities must be paid. Any remaining assets must be used for furthering the **Objects** or for charitable purposes which are within or similar to the **Objects**.

- 13.2 This clause allows for any remaining assets to be passed to the school or to the school or will soon be closed, to a further school.

- 13.4 The **Committee** will not be relieved of their responsibilities until they have completed this task and have sent a final report and statement of accounts to the Charity Commission. The Charity Commission will then remove the **Association** from the *Register of Charities*.

- 10.3 Annual reports and statements of account relating to the **Association** must be made available for inspection by any **member** of the **Association**.

- 10.4 The **Committee** must notify the Charity Commission promptly of any changes to the **Association's** entry on the *Register of Charities*.

11. NOTICES

- 11.1 Notice of any **General meeting** of the **Association** may be sent by hand, by post, by suitable electronic communication (email) or in any newsletter distributed by the **Association** to its **Members**. Notification by hand may include distribution to parents, guardians and carers via their children with or without other communications from the school.

- 11.2 The **address** at which a **Member** is entitled to receive notices (if sent by post) is the last known **address** of the **Member**.

- 11.3 A technical defect in the giving of notice which the **Members** or **committee members/trustees** are unaware of at the time does not invalidate decisions taken at a **General meeting**.

12. AMENDMENTS

This Constitution may be amended at a **General meeting** of the **Association** by a two-thirds majority of the votes cast, but:

- 12.1 The **Members** must be given 21 **clear days'** notice of the proposed amendments.

- 12.2 No amendment is valid if it would make a **fundamental change** to the **Objects**/clause 2 or destroy the charitable status of the **Association** and no amendment may be made to clause 9 without the prior written consent of the Charity Commission.

- 12.3 A copy of any resolution amending this constitution must be sent to the Charity Commission within 21 days of it being passed.

13. DISSOLUTION

- 13.1 The **Association** may be dissolved by a resolution presented at an **EGM** or an **AGM** where this is included in the notice of the meeting. The resolution must have the agreement of two thirds of those voting and must give instructions for the disposal of any assets remaining after paying the outstanding debts and liabilities of the **Association**.

- 13.2 The net assets shall not be distributed among the **Members** of the **Association** but will be given to the school for the benefit of the pupils of the school. In the event of the school closing any remaining funds could be distributed to a neighbouring school or schools as selected by the **Committee**.

- 13.3 If it is not possible to dispose of assets as described in clause 13.2 then the assets can be given to another charitable cause provided that the cause is within the **Objects** of the **Association**.

- 13.4 The Trustees must notify the Charity Commission promptly that the **Association** has been dissolved. The Trustees must comply with any request from the Commission including providing the **Association's** final accounts.

ADOPTED AT A MEETING HELD

AT (Place)

ON (Date)

NAME

OCCUPATION

(Name and signature of Chair of meeting)

WITNESS NAME

ADDRESS

OCCUPATION

SIGNATURE

(Name and signature of witness)

14. INTERPRETATION

14.1 In this Constitution:

- address:** means a postal address or, for the purposes of electronic communication, a fax number, an e-mail address or a text message number in each case registered with the charity
- AGM:** means an annual general meeting of the Members of the Association
- the Association:** means the charity comprised in this constitution
- the Chair:** means the Chair of the Association elected at the AGM
- charity trustees:** has the meaning prescribed by section 97(1) of the Charities Act 1993 as amended by the Charities Act 2006. Every committee member/trustee is legally a charity trustee.
- clear day:** means 24 hours from midnight following the triggering event
- the Commission:** means the Charity Commission for England and Wales: charitycommission.gov.uk
- the Committee:** is the Governing Body of the Association and includes all elected and co-opted committee members/trustees
- committee member/trustee:** means a Member of the Committee elected at the AGM by the Membership
- co-opted committee member/trustee:** means a Member of the Committee appointed by the committee members/trustees in accordance with clause 6
- EGM:** means a general meeting of the Members of the Association which is not an AGM
- fundamental change:** means a change that would not have been within the reasonable contemplation of a person making a donation to the Association
- general meetings:** means any AGM or EGM
- Governing Body:** means the Governing Body of the school
- headteacher:** means the headteacher or Principal of the school
- independent examiner:** has the meaning prescribed by section 43(3)(a) of the Charities Act 1993
- Member and Membership:** refer to Members of the Association as set out in clause 4
- months:** means calendar months
- the Objects:** means the charitable Objects of the Association set out in clause 2
- permanent trading:** means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects
- written or in writing:** refers to a legible document on paper including a fax message or an electronic communication where the Member or co-opted committee member/trustee has agreed to receipt of notices by electronic means
- year:** means calendar year

- 14.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

D&J
WINDLESHAM
DARBY & JOAN
CLUB



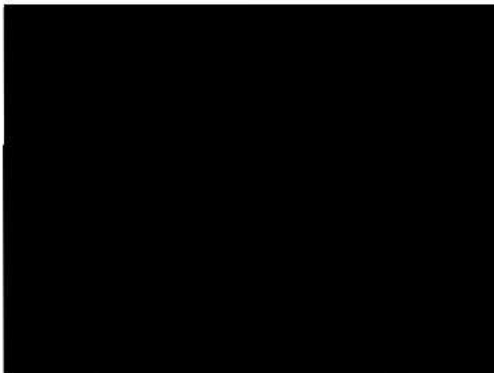
The Clerk
Windlesham Parish Council
The Council Office, The Avenue,
Lightwater
GU18 5RG

Dear Sir/Madam

Application for Grant 2026/2027 Darby and Joan Windesham

Please find attached the completed Grant Application form, along with our Club Constitution and latest proof of our Barclays Bank account.

I humbly request your positive decision, as the cost of running our club continue to rise.





WINDLESHAM PARISH COUNCIL
GRANT APPLICATION FORM GRANTS £500- £1000
 Please complete all details in BLOCK CAPITALS

Please Indicate which village fund you wish to apply to:

Bagshot ☐

Lightwater ☐

Windlesham ☒

Name of Organisation	WINDLESHAM DARBY & JOAN CLUB
Registered Charity Number (if applicable)	N/A
Contact Name	[REDACTED]
Position within the organisation	CHAIRPERSON
Telephone number	[REDACTED]
Address of organisation	[REDACTED]
Postcode	[REDACTED]
Email address	[REDACTED]
For what purpose/project is the grant requested? What is the evidence/need for the purpose/project?	TO ASSIST WITH THE COSTS OF PROVIDING COMPANIONSHIP & ENTERTAINMENT FOR THE OVER 60's (60 - 95yrs) OF WINDLESHAM & SURROUNDING VILLAGES INCLUDING COACH TRIPS, TEAS & A CHRISTMAS LUNCH WITH ENTERTAINMENT. THIS GRANT WILL ENABLE THE ANNUAL MEMBERSHIP TO REMAIN @ £20, & THE COACH TRIPS TO AN AFFORDABLE PRICE
Total cost of purpose/project	£1000 - £5000
Amount of grant requested:	£1000

Total number of users of your organisation	80
Number of your users resident in Windlesham Parish who will directly benefit from the grant	80
Where expenditure is for maintenance or refurbishment of a community building or land please specify the number of years left on the lease	N/A

Supporting documentation to be submitted with the grant application:

A copy of the written constitution



I confirm that the above organisation has read and will conform with Windlesham Parish Council's Equality and Diversity Policy.

Yes ☒ No ☐

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.....

Name..

Position in organisation..... *CHAIRPERSON*

Date..... *12 JULY 2026*

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	

THE CONSTITUTION OF THE WINDLESHAM DARBY AND JOAN CLUB

- 1, The name of the Club shall be the Windlesham Darby and Joan Club.
2. Club membership will be open to those of 60 years and over, being resident in Windlesham or the surrounding local villages. A member who leaves the area will not lose membership providing subscriptions are paid.
3. The Club Subscription shall be agreed at each Annual General Meeting and will be payable on that date.
4. The Club affairs will be conducted by the Officers of the Committee, duly elected by the Members, comprising Chairperson, Vice Chairperson, Secretary, Treasurer and up to eight members, all elected at the Annual General Meeting.
The Committee also has the option to co-opt a further two members if necessary.
5. Any four Committee members can form a quorum.
- 6, Officers elected at the Annual General Meeting will serve for three years but may stand down at the Annual General Meeting if they do not wish to continue.
At the end of the three-year period, they may stand for re-election if they so desire.
7. People standing for election to any office within the Club must be nominated at the Annual General meeting by a third party, who must obtain their consent to have their name put forward to stand for office
- 8, Outings throughout each year will be organised and all paid-up members will have priority. Any vacancies will be offered to member's friends and families.
- 9, The Club funds will be held at Barclays Bank, Camberley. Withdrawals will be made under any two of the three signatures these being Chairperson, Treasurer and Secretary
10. The Club accounts will be audited by a person with no connection to the Club, who will be elected at the Annual General Meeting.
- 11 Alterations or additions to this Constitution can only become effective if voted upon at the Annual General Meeting. Changes due to any emergency may be recorded as a minute but must be ratified at the Annual General Meeting



WINDLESHAM PARISH COUNCIL

GRANT APPLICATION FORM

GRANTS £500- £1000

Please complete all details in BLOCK CAPITALS

Please Indicate which village fund you wish to apply to:

Bagshot ☐

Lightwater ☐

Windlesham ☐

Name of Organisation	Windlesham Field of Remembrance
Registered Charity Number (if applicable)	
Contact Name	[REDACTED]
Position within the organisation	[REDACTED]
Telephone number	[REDACTED]
Address of organisation	[REDACTED]
Postcode	[REDACTED]
Email address	[REDACTED]
For what purpose/project is the grant requested? What is the evidence/need for the purpose/project?	The WFOR have Waste contractors to collect general rubbish and dog waste left by residents in the 11 waste bins located in our 18.5 acres of grounds. Our contracted costs for the tax year 2026-2027 are £ as evidenced by the annual calculation supplied. The Field of Remembrance provides the largest green space accessible to the residents of the Windlesham Parish (and beyond) and we would like to ask for a grant to cover part of this high cost in order to maintain a clean and safe village asset.
Total cost of purpose/project	£ 6,605.39
Amount of grant requested:	£ 1000

Total number of users of your organisation	All the Parish
Number of your users resident in Windlesham Parish who will directly benefit from the grant	All the residents
Where expenditure is for maintenance or refurbishment of a community building or land please specify the number of years left on the lease	

Supporting documentation to be submitted with the grant application:

A copy of the written constitution

☐

Copies of the last financial year-end accounts

☒

I confirm that the above organisation has read and will conform with Windlesham Parish Council's Equality and Diversity Policy.

Yes ☐ No ☐

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  Name 

Position in organisation  Date 20/07/2026

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	

127-10
CL1

1184/50

28



PRESENTED
3 MAY 1950
No. 11847



This Conveyance

is made the *Twenty first*
day of *April*



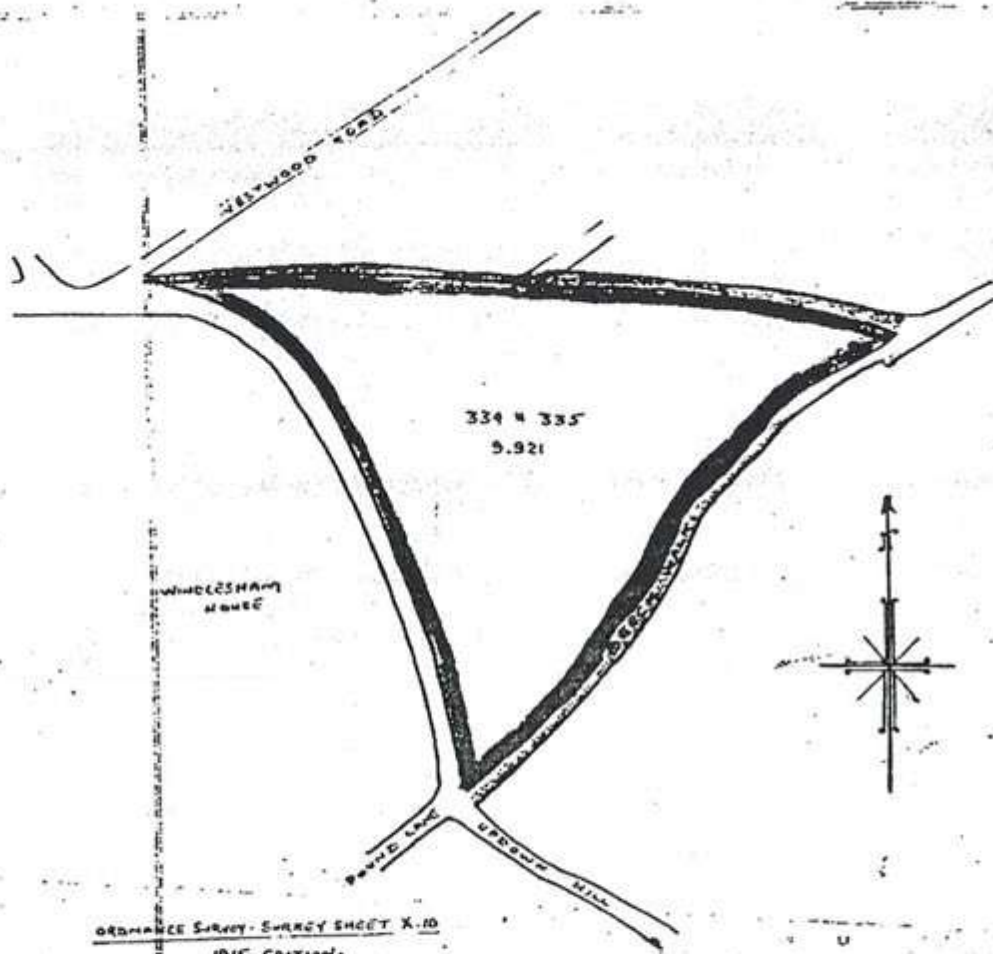
one thousand nine hundred and fifty SEVEN ARCHIBALD COCHRANE
C.M.G. of "Windlesham House" Windlesham in the County of Surrey a
Rear-Admiral (Retired) in the Royal Navy (hereinafter called "the
Vendor") of the one part and DAME GERTRUDE GEORGINA PHILLIPS the wife
of Sir Herbert Phillips K.B.E. of "Windle Grange" Windlesham aforesaid
and JOHN EASTAUGH of "Hillsboro" King's Lane Windlesham aforesaid
Architectural Sculptor (hereinafter called "the Trustees") of the
other part.

WHEREAS :-

- (1) THE Vendor is seized in fee simple in possession free from
incumbrances of the property hereinafter described and has agreed to
sell the same to the Trustees for the like estate in possession subject
as hereinafter mentioned but otherwise free from incumbrances at the
price of TWO THOUSAND SEVEN HUNDRED AND FIFTY POUNDS
- (2) THE Trustees have requested the Vendor to convey the said
property in manner and upon the trusts hereinafter appearing
- (3) THE Vendor maintains that the property hereby conveyed
(together with other land owned by the Vendor) has depreciated in value
as a result of the Town and Country Planning Act 1947 and has
submitted a claim to the Central Land Board in respect of the said
depreciation in value in the said property in accordance with the
provisions of the said Act but has received no payment in pursuance
of his said claim
- (4) BY the said agreement for sale the Vendor also agreed with the
Trustees to assign to them the benefit of the claim (so far as it
relates to the property hereby conveyed)

NOW THIS DEED WITNESSETH as follows :-

1. In pursuance of the said agreement and in consideration of the
sum of TWO THOUSAND SEVEN HUNDRED AND FIFTY POUNDS on or before the
execution of these presents paid by the Trustees to the Vendor (the
receipt of which sum the Vendor hereby acknowledges, the Vendor as
beneficial owner hereby conveys unto the Trustees ALL THAT piece or
parcel of land situate at the junction of Pound Lane and Updown Hill
in the Parish of Windlesham in the County of Surrey and forming part
of the Windlesham House Estate of the Vendor and containing an area
of 9.921 acres or thereabouts and numbered 334 and 335 on the



Ordnance Survey Map for the said Parish (1915 Edition) and for the purpose of identification only more particularly delineated on the plan drawn hereon and thereon edged with a pink verge line put forth with a right of way (in common with the Vendor and his successors in title and all others now or hereafter entitled to the like right) at all times and for all purposes over the private road known as Beech Vale coloured brown on the said plan drawn hereon to hold the same unto the Trustees in fee simple upon the trusts and subject to the powers and provisions set out in the Third Schedule hereto

2. For the benefit of the adjacent property of the Vendor known as the Windlesham House Estate situate in the Parish of Windlesham in the County of Surrey or the part thereof for the time being remaining unroad or otherwise unincorporated of the so as to bind the land hereby conveyed into whatsoever names the same may come the Trustees for themselves and their successors in title hereby covenant with the Vendor ^{and his successors in title} that the Trustees and their successors in title (including the Trustees or Trustee from time to time of the Windlesham Field of Remembrance) will at all times hereafter observe and perform the

restrictions stipulations and conditions set out in the First Schedule hereto ~~PROVIDED ALSO~~ that the Vendor and his successors in title for the time being of the part of the said Winklesham House estate for the time being remaining unsold or otherwise undisposed of may at the request of the Trustees or their successors in title release or vary any of the said restrictions stipulations and conditions numbered 1, 2 3 and 4 in the First Schedule hereto and so that nothing herein contained shall operate to impose any restrictions on the manner in which the Vendor or his successors in title may deal with the whole or any part of the said Winklesham House estate for the time being remaining unsold or undisposed of or be otherwise deemed to create a guiding scheme for the said estate or any part thereof

2. ~~THE~~ Vendor hereby acknowledges the right of the Trustees to production of the documents mentioned in the Second Schedule hereto and to delivery of copies thereof and hereby undertakes for the safe custody thereof

AND THIS DEED ALSO WITNESSETH that in further pursuance of the said agreement and for the consideration aforesaid the Vendor as Beneficial Owner hereby assigns unto the Trustees ~~AND THAT~~ the right title or claim or rights titles or claims whatsoever of and in such sum or sums of money payable and all stock or stocks issued in respect of the development value of that part of the property as is hereby conveyed under or by virtue of the Town and Country Planning Act 1947 or any Act for the time being replacing the same TO HOLD unto the Trustees absolutely

(1) AND the Vendor for himself and his successors in title hereby covenants with the Trustees and with each of them and their successors in title that he the Vendor (a) will at all times at the request and cost of the Trustees make any application or applications or take or join in taking any proceedings or do any act matter or thing (including the execution of transfers of any such stock as may be issued) such as may be requisite or necessary to make substantiate or enforce such right or claim as aforesaid and hereby appoints the Trustees his Attorneys to do all acts and things necessary for obtaining the benefit of the said development value and in the event of any development value payment or money or stock being received by him will forthwith pay over or transfer the same to the trustees and (b) will not do or suffer any act matter or thing whereby the said right and interest of the Vendor in any payment which may be made as a result of his said claim in so far as it relates to the property hereby conveyed should or might

be charged, lost or destroyed or decreased

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written

THE FIRST PREMISES referred to

1. NOT to use the land hereby conveyed or any part thereof or permit the same to be used other than as playing field or for other recreational purposes including the functions mentioned in Condition 4 hereof (with a pavilion or pavilions or suitable outbuildings for the storage of motors or other machinery, equipment or tools necessary for the maintenance of the land as a playing field solely) for use in connection therewith or for the erection of detached dwellinghouses with garages and outbuildings to be used in connection with such dwellinghouses

2. IN the event of a dwellinghouse or dwellinghouses being erected on the land not more than nine dwellinghouses shall be erected thereon and no plot shall be of less area than one-acre. No pavilion or dwellinghouse or garage or other building for use in connection with any dwellinghouses or any structure which may be erected on the land or any part thereof shall be erected until the plans and specifications thereof shall have been first submitted to and shall have been approved (in writing) by the Vendor or his successors in title or the Surveyors for the time being of the Vendor or his successors in title the fee of such Surveyors being paid by the trustees or their successors in title

3. ANY dwellinghouse or dwellinghouses which may hereafter be erected on the land (the plans and specifications of which shall have first been approved as aforesaid) shall not be used for any purpose whatsoever other than as a private dwellinghouse or private dwellinghouses, any garage and/or outbuilding which may be erected on the land with such consent as aforesaid to be used as a private garage and outbuildings solely in connection with any dwellinghouse or dwellinghouses which may be erected on the land

4. NOT to do or permit anything to be done or permitted upon the land which shall or may be or may be in any way a nuisance, annoyance or annoyance to the Vendor or his successors in title or to the owners or occupiers of any adjoining or adjacent premises but (during such time only as the land shall remain in the actual ownership of the trustees or other the trustees or trustee from time to time of the said Kindlesham Field of Remembrance and the land shall be used as the Kindlesham Field of Remembrance) the provisions of paragraphs 1 and 4

of this Schedule shall not be deemed to preclude the land being used for properly organized Games, Sports Meetings, Shows, Fetes, Bazaars, Fairs, plays, Exhibitions, Concerts, and Performances and entertainments and things of a similar nature

2. To contribute a fair proportion of the cost from time to time incurred in keeping the said road known as Beech Walk in proper condition and repair such proportion to be ascertained in case of difference by arbitration under the Arbitration Acts 1839 to 1934 or any statutory modification or re-enactment thereof

THE SECOND SCHEDULE referred to

30th June 1925 Deed of Gift of Tili and Council of Cornelia Ramsey Cochrane granted out of the Principal Probate Registry to the Vendor and Gerard Sixby Laurence

30th April 1926 Deed of Release made between Edward Owen Cochrane and Elizabeth Martha Lily Cochrane of the first part the Vendor of the second part and the Vendor and the said Gerard Sixby Laurence of the third part

19th January 1927 Deed of Vesting vesting the property hereby conveyed (with other property) in the Vendor (endorsed on last mentioned Deed of Release)

THE THIRD SCHEDULE referred to

The Trustees shall forthwith apply to the Charity Commissioners for England and Wales for an order vesting the Trust Premises hereby conveyed (to be known as "The Kindlesham Field of Remembrance") in the official Trustee of Charity Lands and upon such order being made the Trustees shall cease to be the Trustees of the Trust premises and the Charity shall thereafter be administered and managed by the members for the time being of the Committee of Management hereinafter mentioned as the Trustees thereof

1. (a) The property hereby conveyed (herein called "the Trust Premises") shall be held as an open space and place of rest recreation and entertainment for the benefit of the inhabitants of the Ecclesiastical Parish of Kindlesham in the County of Surrey without distinction of sex or political religious or other opinions subject to the provisions of these presents

(b) A small portion of the Trust Premises decided upon by the Committee of Management shall be set aside and kept planted with flowers flowering shrubs and trees as a Garden of Remembrance for those who gave their lives in the two Great World Wars seats being provided therein if the said Committee think fit

(c) Such parts thereof as the Committee of Management shall from time to time decide shall be provided for the purpose of organised games and for local clubs societies and other organisations to pursue their activities and hold sports meetings shows fetes bazaars fairs plays

tabular concerts and performances and entertainments and things of a similar nature permitted by the Committee of Management

(d) a portion thereof may in the Committee of Management so decide and for so long as the demand therefor justifies so being so set apart for the exclusive use and enjoyment of children of such ages as the Committee may determine and the Committee shall have power to provide such equipment as to them may seem necessary for the purposes of this clause

(e) The Committee of Management may permit such other activities as to them may seem fit and consistent with the enjoyment of the people and children of Winclesham

2. The general management and control of the Trust Premises and the arrangements for their use shall be vested in a Committee of Management (hereinafter called "the Committee", consisting of not more than sixteen members (exclusive of members co-opted under the power hereinafter contained) of whom three shall be elected at the first General Meeting referred to in Clause 3 hereof in the first instance and on each subsequent appointment of members at the Annual General Meeting. The thirteen organisations mentioned in the second column of the ~~Second~~ ^{Fourth} Schedule hereto shall each have the right to appoint one member of the Committee both in the first instance and on the occasion of each annual appointment of members. The persons whose names appear in the first column of the ~~Second~~ ^{Fourth} Schedule hereto have been appointed by the organisations mentioned opposite their respective names in the second column of that schedule and shall together with the members elected at the first General Meeting as aforesaid be the first members of the Committee. Until the first General Meeting has been held the persons named in the first column of the ~~Second~~ ^{Fourth} Schedule shall have power to act. In addition to the members of the Committee appointed and elected as above the Committee shall have the power to co-opt not more than three members to represent interests in the said parish not represented by any organisation.

3. There shall be an Annual General Meeting to be convened by the Committee in the month of March in each year the first of such meetings (herein called "the First General Meeting", to be convened in the month of May one thousand nine hundred and fifty of fourteen days notice to be (a) affixed to some conspicuous part of the Trust Premises and in such a position that it may be read from the public Highway adjoining the same (b) inserted in a local newspaper for the time being circulating in the ecclesiastical parish of Winclesham and (c) in any other conspicuous place or places in the parish of the inhabitants of the age of twenty one years or upwards of either sex on the register

of directors of the ecclesiastical parish of St. Andrew's in the
Committee may consider necessary, or advisable for the purpose of
receiving the report and accounts of the Committee and for accepting the
revelation of members of the Committee and for the purpose of directing
three members under Clause 7 hereof and for taking such action as it may
decide under Clause 7 hereof provided nevertheless that if in any year an
Annual General Meeting shall not be convened and held in the month of
March the Annual General Meeting for that year shall be held as soon as
practicable as shall be determined for the purpose by the Charity
Commissioners

previously retired or been elected in place of those who have retired After the expiration of three years the earliest date of last election (disregarding any election to fill a casual vacancy) shall determine who shall retire

(c) no member of the Committee shall serve for more than five consecutive years save that he shall be eligible for re-election after the lapse of two years after the expiration of such five years

d. A casual vacancy arising from the death or resignation or removal of a member of the Committee shall be filled by the organisation by which such member shall have been appointed and the person appointed shall retire at the time when the vacating member would have retired. In the event of a vacancy arising through the death resignation or removal of a member of the Committee elected by the Annual General Meeting the Committee shall have power to fill such vacancy until the next Annual General Meeting

9. If any organisation entitled to appoint a member of the Committee ceases to exist or fails to make an appointment in manner aforesaid before the Annual General Meeting in any year the Annual General Meeting shall decide in what way if at all the vacancy shall be filled

10. The proceedings of the Committee shall not be invalidated by any vacancy among its members or by any defect in the appointment or qualification of any member

11. The Committee may from time to time make and alter Rules and Regulations for the conduct of its business and for the summoning conduct and recording in a minute book of its meetings and in particular with reference to :

(a) The terms and conditions upon which the Trust premises may be used for entertainments meetings social gatherings and other purposes and the sum (if any) to be paid for such use

(b) All applications for the use of the Trust premises or any part thereof shall be made to the Committee whose decision shall be final and binding

(c) The closing of the Trust premises or any part thereof to the public on such days and for such purposes as they may determine for the purpose of enabling the organisation using the Trust premises to take gate-money. This right to close the Trust premises to the public shall not be exercised more than thirty days in any year and there shall be an interval of at least seven days between each occasion. The Committee shall have the right to make a charge for closing the Trust premises to the public as aforesaid which shall be placed to the credit of the Trust

Account hereinafter mentioned for the purpose of the maintenance of the Trust premises and the expenses connected therewith. The Committee shall also have the right to make a charge for the use of that part of the Trust premises as may be laid out under Clause 1 (c) hereof and any income so received shall be paid into the credit of the said Trust Account at the end of each month

(a) As to the letting of any part of the Trust premises for the purpose of grazing provided the same shall not at any time interfere with the use for which the Trust premises is held

(c) As to the felling and sale of trees or the removal of undergrowth from the Trust premises

(f) The appointment of a Secretary, Auditor, Treasurer and such other unpaid or paid officers as it may consider necessary and the fixing of their respective terms of office

(g) The engagement and dismissal of such paid officers and servants for the Trust premises as it may consider necessary

(h) The number of members who shall form a quorum at its meetings provided that the number of members who shall form a quorum shall never be less than a third of the total number of members of the Committee

12. (2) All payments in respect of the use of the Trust premises and all donations for the benefit thereof shall be paid into a Trust Account at Barclays Bank Limited at Southampton or at such other bank as shall from time to time be substituted therefor by the Committee any such substitution to be endorsed upon this Trust Deed together with a copy of the resolution relating thereto

(b) All cheques drawn on the Trust Account shall be signed by the Hon. Treasurer for the time being and by either the Chairman or a member for the time being of the Committee

13. (a) The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in or towards the erection of Pavilions and/or buildings for the use of any Groundsman employed in connection with the maintenance and upkeep of the Trust premises or for the construction of amenities for old people and children or of games pitches courts and greens and the erection of fences and also in paying all rent rates taxes insurances and generally in the repair upkeep and improvement of the Trust premises

(c) In the event of their being any credit balance on the Trust Account after payment of all accounts then the Committee may as it thinks fit invest such balance or so much thereof as the Committee deems desirable in the names of the official Trustees of Charitable Funds and

any income arising therefrom shall either be accumulated (for such time as may be allowed by law, or, investing the same and the resulting income thereof in like manner as in addition to the to be applied as the capital of such investments or shall be used for any purpose for which the income of the Trust Premises may properly be applied provided that if at any time the Committee desire the capital for any extraordinary expenditure in connection with the upkeep of the Trust Premises or in the erection of any buildings thereon or in the laying out of any part thereof then and in any such case the investment or investments as the same may be or so much thereof as shall be necessary for such purpose or, be realized and the net proceeds thereof paid in to the credit of the Trust Account

14. The Committee may upon the vote of a majority of its members and with the consent of the Charity Commissioners from time to time by mortgage or otherwise obtain such advances on the security of the Trust Premises or any part thereof as may be required for maintaining extending or improving the same or any part thereof or erecting any buildings thereon or for the work carried on thereon and may continue or repay in whole or in part and from time to time any existing mortgage or charge on the said premises

15. If the Committee by a majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Trust Premises in whole or in part for the purposes hereinbefore indicated it shall call a meeting of the inhabitants of the age of twenty one years or upwards on the Register of electors of the Ecclesiastical Parish of Widdowsham aforesaid of which meeting not less than fourteen days' notice (stating that a resolution will be proposed thereat) shall be posted in a conspicuous place or places on the Trust Premises and advertised in a newspaper circulating in the said Parish and if such decision shall be confirmed by a majority of such inhabitants present at such meeting and voting the Committee may with the consent of the Charity Commissioners let or sell the Trust Premises or any part thereof. All moneys arising from such letting or sale (after satisfaction of any liabilities properly payable thereout) shall with such consent as aforesaid be applied either in the purchase of other premises approved by the Committee and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) or as near thereto as circumstances will permit or towards such other charitable purposes or objects for the benefit of the inhabitants of the Ecclesiastical Parish of Widdowsham aforesaid as may be approved by the Charity Commissioners and available such moneys shall

be invested in the names of the official Trustees of Charitable Funds and any income arising therefrom shall either be accumulated (for such time as may be allowed by law) by investing the same and the resulting income thereof in that manner as an addition to and to be applied as the capital of such investments or shall be used for any purpose for which the income of the Trust premises may properly be applied

16. If any rules or regulations made under the power in that behalf hereinbefore contained are inconsistent with the provisions of these presents the latter shall prevail

Item 17- Remembrance Sunday- to discuss arrangements

Purpose of the Report

To ask Members to consider the Council's arrangements for Remembrance Day across Windlesham, Bagshot and Lightwater, including the number of wreaths to be laid, associated donations, and Councillor representation.

Background

Each year, the Parish Council is represented at Remembrance Services held in each of the three villages:

- Windlesham
- Bagshot
- Lightwater

Wreaths are provided for Councillors to lay at the respective war memorials and associated remembrance locations.

The wreaths are supplied by the Royal British Legion at an approximate cost of £20 each, with a suggested donation. In recent years, the Council has made a donation of between £25 and £50 per wreath.

Past Arrangements

Over the past two years, arrangements have been as follows:

Windlesham

- 2 wreaths:
 - 1 wreath for the War Memorial with a Councillor attending to lay them
 - 1 wreath for Windlesham Field of Remembrance
- The Committee has contributed £25 per wreath towards the cost

Bagshot and Lightwater

- 1 wreath per village service, with one Councillor per village attending to lay them
- The Committees have contributed £50 per wreath towards the cost

Financial Implications

The total cost will be dependent on the number of wreaths approved across all locations and will be funded from the War Memorials budget/EMR.

Decision

Members are asked to:

- 1. Determine the number of wreaths to be laid in:**
 - Windlesham
 - Bagshot
 - Lightwater
- 2. Agree the level of donation for each wreath**
- 3. Confirm which Councillors will represent the Council at each Remembrance Service and undertake the laying of wreaths**

Item 18- To consider a proposal for the installation of mini-Christmas trees along Bagshot High Street during the Christmas period

Purpose of the Report

To consider the provision of illuminated shop-front Christmas trees along Bagshot High Street for Christmas 2026.

Background

Historically, the Bagshot Society arranged the installation of small Christmas trees fixed to brackets on businesses and residential properties along Bagshot High Street, with the Parish Council providing a grant contribution only.

In 2025, the installation of the Christmas trees did not take place due to significantly increased insurance requirements and associated health and safety obligations. As a result, no display was provided last year.

Following this, and in response to interest from the community, Members previously considered whether the Parish Council should take on responsibility for commissioning the installation directly for future years.

At that meeting, Members resolved:

- To seek quotations from competent contractors for:
 - Supply of small Christmas trees
 - Installation onto existing or new brackets
 - Provision of lighting
 - Removal and disposal following the festive period
- To delegate authority to the Clerk to obtain quotations and report back to Committee with costs

This report follows that resolution and presents the quotation received.

Proposal

A contractor has provided a quotation for the supply, installation, maintenance and removal of fresh 4ft Christmas trees with LED lighting, to be installed into existing wall-mounted brackets along Bagshot High Street.

Key Elements of the Proposal

- Supply of locally grown fresh 4ft Christmas trees
- Hire of Battery-operated warm white LED lights with shimmer effect
- Installation into existing shop-front brackets
- Mid-season re visit to replace batteries
- Removal of trees prior to 12th January
- Recycling of trees locally following the season
- Hired price based on a 1 or 3 year contract
- Undertake & certify load test on each bracket
- Contractor and legal requirement to obtain a signed wayleave agreement from each building owner

The lighting is programmed to operate between approximately 4:30pm and 10:30pm daily.

Lighting Approach

The contractor has advised that a battery-powered lighting system is the preferred solution, as it:

- Avoids the need for electrical infrastructure
 - Reduces installation complexity and cost
-

Quotations Received

The contractor has provided two options based on a **3-year contract**:

Option 1 – Full Scheme

- **67 trees** across Bagshot High Street
- Cost per year: **£5,527.50 + VAT**
- Cost per tree: **£82.50 per year**
- Cost for 3 years = **£16,582.50 + VAT**

Option 2 – Reduced Scheme

- **20 trees** at key locations

- Cost per year: **£1,890.00 + VAT**
- Cost per tree: **£94.50 per year**
- Cost for 3 years = **£5,670.00 + VAT**

And one option based on a **1-year contract**:

Option 3 – Full Scheme

- **67 trees** across Bagshot High Street
- Cost per year: **£7,705.00 + VAT**
- Cost per tree: **£115.00 per year**

Summary of Options

Option	Description	Number of Trees	Contract Term	Cost per Tree	Annual Cost (excl. VAT)	Total Contract Cost (excl. VAT)
Option 1	Full Scheme – Trees along the length of Bagshot High Street	67	3 Years	£82.50	£5,527.50	£16,582.50
Option 2	Reduced Scheme – Trees at key locations only	20	3 Years	£94.50	£1,890.00	£5,670.00
Option 3	Full Scheme – 1-year contract	67	1 Year	£115.00	£7,705.00	£7,705.00

APPROX cost to stress test the existing brackets = £1,115.55 + VAT (quote to be received)

Further Quotations

Additional quotes have been sought from three additional suppliers. Two have not responded and one replied to say he could not meet the required brief.

Financial Implications

Budget Position:

- There is **no provision within the 2026/27 budget** for this project
- Funding would need to be identified from EMR's, however;

- The Bagshot Village Reserve does not currently contain sufficient funds to meet the cost of the three-year contract option.

Bagshot Village Reserve: £16,517.89

Operational Considerations

Members are advised that the provision of illuminated shop-front Christmas trees along Bagshot High Street for Christmas 2026 is **not currently identified as a Priority 1 project** within the Council's agreed programme of works. Due to the significant officer time required to secure wayleave agreements from participating businesses, any proposal to proceed would need to be referred to Full Council for consideration.

Should members wish to pursue the project, Full Council would need to review the existing Priority 1 programme and determine whether this project should be added, taking into account resource implications, funding availability and the impact on the delivery of other agreed Priority 1 projects.

Alternative Option – Delivery of the project by a volunteer group

As an alternative to Windlesham Parish Council directly procuring and managing the mini-Christmas trees, Members may wish to consider supporting the Bagshot Society, subject to their agreement, to coordinate the scheme for Christmas 2026.

Should Members support this approach, the Bagshot Society would first need to be approached to confirm that they are willing and able to undertake the role. If the Society agrees, it would enter into the contract with the chosen supplier and take responsibility for liaising with the contractor regarding the provision, installation, maintenance and removal of the mini Christmas trees.

Windlesham Parish Council would provide a grant to the Bagshot Society to cover the agreed costs for a period of one year, enabling the Society to manage the arrangements directly with the contractor.

Decision

Members are asked to:

- 1. Consider the proposal for the provision of illuminated shop-front Christmas trees along Bagshot High Street for Christmas 2026.**

- 2. Review the quotations received and associated financial implications, including an additional quote to stress test the brackets.**
- 3. Determine whether they wish to recommend the project to Full Council to review the existing Priority 1 programme and determine whether this project should be added, taking into account resource implications and the impact on the delivery of other agreed Priority 1 projects.**
or
- 4. To approach Bagshot Society to find out if they would be willing to take on a contract for the mini-Christmas trees.**
- 5. Note the Bagshot Village Reserve does not currently contain sufficient funds to meet the cost of the three-year contract option.**

Item 19- Clerks Update

Christmas Tree Switch-On Events

Members will be informed once installation schedules for the Christmas trees and lamp column lights have been confirmed. Previous years have seen the Christmas lighting installed towards the end of November, with local switch-on events arranged shortly afterwards.

Lightwater Cemetery – Stone Markers

Members previously approved the purchase of stone markers to identify reserved plots within Lightwater Cemetery. Following delivery to the stonemason, it was identified that the markers supplied did not match the agreed dimensions. Members agreed to seek a discount to reflect the discrepancy. The stonemason has confirmed a 20% discount would be satisfactory and it is hoped the delivery of the markers is imminent.

Windlesham Cemetery – New Ashes Section Vehicle Access Issues

Officers continue to receive occasional reports of vehicles entering areas of the new half plot section and causing damage to the grassed areas. Notices have been put up in the noticeboards and close to the affected areas. Officers are monitoring the situation, and members may want to consider whether any additional measures may be required to discourage inappropriate vehicle access.

Lightwater Cemetery – Boundary Mark-Out and Fencing

Members previously resolved that the cemetery boundary should be overlaid onto the topographical survey and physically marked on site prior to the commencement of any fencing works.

Whilst this exercise has now been completed, officers are seeking further clarification from the surveyor as the boundary markings currently provided are not sufficiently clear to accurately identify the boundary line on site. As a result, the information cannot presently be relied upon for the purposes of obtaining further fencing quotations or progressing the project. Officers are working with the surveyor to resolve these discrepancies and provide a definitive boundary position before the project can proceed further.

Replacement of AED (defibrillator) Cabinet in Lightwater Village

Work on the required Wayleave agreement is still ongoing between the Council and the Landlord of the building where the AED will be housed.

Working Parties:**Lightwater Traffic and Infrastructure Working Party**

A meeting of the working party was held on 14th July, chaired by Cllr Turner. Any actions arising from the meeting will be discussed with the Clerk and added to a future agenda for consideration.

Windlesham Traffic and Infrastructure Working Party

As the Working Party has not met, there are no updates to report at this time.

Windlesham Neighbourhood Plan Working Party

As the Working Party has not met, there are no updates to report at this time.