# Whiston Town Council Meeting
# Agenda
# Wednesday 10th April 2024

## Serving the Community

**Whiston Town Council**
**Whiston Town Hall**
**Old Colliery Road**
**Whiston**
**Merseyside**
**L35 3 QX**
**Email: town.clerk@whiston-tc.gov.uk**
**Www.whiston-tc.gov.uk**
**Sandra Mayers-Town Clerk 07584414866**

# Whiston Town Council

Whiston Town Mayor 2023-2024 Councillor R. Gaffney.

Mrs S Mayers ~ Town Clerk
Whiston Town Hall
Old Colliery Road
Whiston
Merseyside
L35 3QX

Telephone/Answer: 0151 430 7200
Answer/Fax: 0151 430 9786
E-mail: town.clerk@whiston-tc.gov.uk
Website: www.whiston-tc.gov.uk

SM/KM
3rd April 2024

Dear Councillor,

You are hereby summoned to attend an Ordinary Meeting of Whiston Town Council to be held in the Council Chamber, Whiston Town Hall, Old Colliery Road, Whiston on **Wednesday 10th April 2024** commencing at 7.30pm.

Yours sincerely

Sandra Mayers
Town Clerk

## AGENDA

**Apologies.**

**1. Public Forum.**
In accordance with Standing Order 66 members of the public may be invited to speak at the meeting on matters concerning the Township of Whiston. Those who are invited to speak in this way will only address the person who is presiding at the meeting and will respect the Chairmanship of that person.

**2. Announcements from the Town Mayor.**
To receive verbal reports from the Town Mayor of the Council **FOR INFORMATION ONLY.**

**3. Announcements from the Town Clerk.**
To receive verbal reports from the Clerk of the Council **FOR INFORMATION ONLY.**

**4. Announcement from the Leader.**
To receive verbal reports from the Leader of the Council **FOR INFORMATION ONLY.**

**5. Declarations of Interest.**
Members are invited to indicate any interest they may have in relation to items on the Agenda for the meeting. Attached for this purpose is a pro forma for use by Members, which should be handed to the Town Clerk prior to the commencement of the meeting. Declaring interests in this way does not preclude Members from declaring an interest, when a specific item is being discussed, during the meeting.

**6. Planning.**
**a) Applications.**
**Members are requested to consider the undermentioned planning applications.**

| | | |
|---|---|---|
| 24/00118/FUL | Proposed part double part first floor side extension, single storey rear extension, single storey bay to front and dormer extension to rear. | 383 Cronton Road Cronton Knowsley. |
| 24/00122/PDE | Prior approval for the erection of a single storey rear extension. | 41 Vining Road Prescot Knowsley. |
| 24/00131/FUL | Retention of detached garage with adjacent external terrace /decking in rear garden | 372 Cronton Road Cronton Knowsley. |
| 24/00135/FUL | Erection of single storey side and rear extension (Demolition of side extension) | 74 Hall Lane Cronton Knowsley |

**7. Whiston Woods – Information.**
Members are requested to consider any further updates from the Clerk or Leader of the Council in relation to the proposed Cemetery Extension, Whiston Woods.

**8. Signing arrangement changes, Whiston Town Council, Bank Accounts and Investments.**
Members will recall that it is necessary for the Council to agree the signing arrangements and signatories for all Whiston Town Council Accounts and Investments until May 2027. It is necessary to appoint a new Member to sign along with S. Mayers Town Clerk and Councillors T. Murray and S. Rees.

**9. Annual Town Meeting 2024.**
All Town Councils throughout England are required, by law, to hold an Annual Parish / Town Meeting, which must take place between 1 March and 1 June each year. This year the date advertised for the Annual Town Meeting is Wednesday 29th May 2024, Whiston Town Hall, commencing at 7.30pm.

**10. Whiston Junior Democracy Day, 18th April 2024.**
Members are requested to note the date of the Councils next Junior Democracy Day, which is scheduled to be held at Whiston Town Hall on Thursday 18th April 2024 with year 6 children of Whiston Willis School.

**11.Minutes, Ordinary Council Meeting – Appendix 1.**
To receive as a true and correct record the Minutes of the Ordinary Council Meeting held on Wednesday 13th March 2024.

**12. Minutes, Events Committee Meeting – Appendix 2.**
To receive as a true and correct record the Minutes of the Events Committee Meeting held at 6pm on Wednesday 13th March 2024.

**13. Accounts.**
Members are requested to note and agree the undermentioned information in relation to finance.

**a). Bank Reconciliation – March 2024 - Appendix 3.**

**b). Final Payment Summary – March 2024 - Appendix 4.**

**c). Monthly Accounts for Payment – April 2024.**
(To be circulated at the meeting).

**14. 1st Whiston Scouts - Application for Financial Assistance – Appendix 5.**
Members are requested to consider an application for financial assistance from 1st Whiston Scouts, who are seeking funding towards the cost of a trailer to transport equipment on camping trips. If approval is given this could be allocated using expenditure powers under the Local Government Act 1972 S137 and utilising the community donation budget which stands at £3,000.

**15. Prescot Cables JFC – Application for Financial Assistance – Appendix 6.**
Circulated for Members consideration is an application for financial assistance from Prescot Cables JFC, towards the summer league at Two Butt Lane playing fields for children aged 5-10 yrs. The club is seeking funding for new goals, trophies and medals. If approval is given this could be allocated using expenditure powers under the Local Government Act 1972 S137 and utilising the community donation budget which stands at £3,000.

**16. Plan B- (Spectrum Connect CIO) – Application for Financial Assistance- Appendix 7.**
Members are again requested to consider an application for financial assistance from Plan B (Spectrum Connect CIO) who are seeking funding towards the cost of staffing / room hire and printing to allow them to facilitate promotional days. If approval is given this could be allocated using expenditure powers under the Local Government Act 1972 S137 and utilising the community donation budget which stands at £3,000.

# WHISTON TOWN COUNCIL

At the Ordinary Meeting of Whiston Town Council held in the Council Chamber, Whiston Town Hall, Old Colliery Road, Whiston on **Wednesday 13th March 2024** commencing at 7.30pm the following were:

**Present**
**Councillor R. Gaffney**
**(In the Chair)**

Councillors D.Allen, J. Burke, T. Byron, S. Henry, N. Murray, T. Murray, S. Rees, K. Taylor and G. Wickens.

**Apologies.**
Councillors J. Mimnagh and C. Powell.

**121. Public Forum.**
The Meeting was adjourned at 7.31pm and reconvened at 7.59pm, 11 Members of the public attended the meeting.

Litter pick- Whiston Woods. It is hoped to arrange a further date for a litter pick and a request for equipment has been put Councillor D Allen, offered litter picking equipment if needed.

Field and surrounding footpaths, Whiston Juniors Football Ground. This area has been cleaned and the residents would like to see this area put onto the regular rota. This is being chased up with the Borough Council.

Finance information in relation to the proposed Whiston Cemetary Extension.
Residents raised concerns regarding the overall costs of the proposals and submitted the undermentioned information to the meeting.

The basis of the calculations is based on general inflation (overall) figures from 2019 to 2023, the latest figures available and in the case of the Construction industry, 2019 to 2022, the 2023 figures not yet being available.

To ensure clarity, the £2.692 million pounds set aside by KMBC has been split between Capital cost of land purchase and development costs.

Applying inflation figures to the capital outlay, that rises from £750000 to £940500.

The remaining amount is, in the first instance, £1,947000. That is the amount set aside for Construction/Development costs and likewise, was set in 2019. So the following has been applied to that figure:

INFLATION BASED ON GOVERNMENT FIGURES

| | | |
|---|---|---|
| 2019 | 1.74% | £1,980880 |
| 2020 | 0.99% | £2,000490 |

| | | |
|---|---|---|
| 2021 | 5.52% | £2,110910 |
| 2022 | 7.92% | £2,278100 |
| 2023 | 6.50% | £2,426180 |

Just to be clear, this is basic flat rate inflation and has not been compounded.

The construction costs have a separate index apart from flat rate inflation. This is determined by the Collaborative Pricing Platform for Construction, recognised across the construction industry. To make this easier to follow and digest the Collaborative Pricing Platform is applied per £1000 of construction cost.

| | | |
|---|---|---|
| 2019 | 4.00% | £1040 |
| 2020 | 5.00% | £1135.68 |
| 2021 | 24.50% | £1413.93 |
| 2022 | 15.00% | £1626.01 |
| 2023 | Not available. | |

The overall estimated cost is five million for the cemetery alone, not including the Borough Councils current deficit. It is also felt that the very poor communication from the Borough Council is due to poor administration.

Campaign Incident. An incident has been published via media channels regarding an alleged assault that took place involving staff and a member of the public who had attended the Borough Council to campaign. It is again the opinion of Councillors as well as residents that people should be given an opportunity to attend the Borough Council meetings and have a right to a peaceful campaign.

**122. Announcements from the Town Mayor.**

The Town Mayor of the Council gave the following updates **FOR INFORMATION ONLY.**

Junior Democracy Day. The Town Mayor thanked all those Members and Staff who were involved in the recent Junior Democracy Day which again was a huge success.

Shopping Trolley Numbers. Most of the major supermarkets have a trolley number printed on them to allow anyone who finds an abandoned trolley to call the number and arrange collection.

**123. Announcements from the Town Clerk.**

The Clerk of the Council gave the following updates **FOR INFORMATION ONLY.**

Reporting crime. The Clerk circulated information to Members in relation to reporting crime and ASB, this is being rolled out by Safer Knowsley and Merseyside police,

**124. Announcement from the Leader.**

The Leader of the Council gave the following updates. **FOR INFORMATION ONLY.**

Budgets. Members have now finalised the budget for 2024 /2025 and the Council have now managed to earmark a budget for the replacement surface of the multi-use games area. and, a decarbonization fund.

Edmund Arrowsmith Academy. A meeting has been arranged to allow parents to put forward issues they have. The Trust are happy to meet.

Knowsley Borough Council It is very disappointing that the recent events that happened at the Borough Council have been published, this will have an impact on the investigation.

**125. Declarations of Interest.**
The undermentioned Councillors declared an interest in the items indicated.

**Planning Committee, Members left the meeting room at 8.08pm and returned at 8.10pm.**

| Councillor | Agenda Item | Nature of Interest |
|---|---|---|
| D. Allen | 6 | Knowsley Borough Council Planning |
| R. Gaffney | 6 | Knowsley Borough Council Planning |
| K. Taylor | 6 | Knowsley Borough Council Planning |

**Friends of Halsnead Allotments and Food Initiative. Members left the meeting room at 8.22pm and returned at 8.25pm.**

| Councillor | Agenda Item | Nature of Interest |
|---|---|---|
| D. Allen | Item 13 App 6 | Member of Friends of Halsnead Group |
| T. Byron | Item 13 App 6 | Member of Friends of Halsnead Group |

**126. Planning.**
**a) Applications.**
**Members considered the undermentioned planning applications.**

| | | |
|---|---|---|
| 24/00024/FUL | Erection of two storey side extension. | 57 Windy Arbor Road Whiston, Knowsley |
| 24/00075/FUL | Variation of conditions 2, 3 and 4 attached to planning permission 16/00099/COU (Change of use of existing residential dwelling (Use class C3) to use as Children's residential home (Use Class C2) | 12 Windy Arbor Brow Whiston Knowsley |
| 24/0092/ADV | Installation of illuminated projecting sign | 1 Halsnead Avenue Whiston, Knowsley. |
| 24/00072/ADV | Aluminium sales sign on four posts advertising the nearby development of Fox Wood Garden Village | High Shaw Farm Shaw Entry Cronton |

**Resolved: No observations were raised in relation to the above planning applications.**

**127. Whiston Woods – Information.**
Councillor Gaffney informed the meeting that a number of birds have been spotted now that the weather has started to improve. The Leader of the Council indicated that he would not expect the submission of a planning application for the proposed Cemetery Extension until after May 2024.

**128. Minutes, Ordinary Council Meeting.**
The Minutes of the Ordinary Council Meeting held on Wednesday 14th February 2024, were received as a true and correct record and signed by the Town Mayor.

**129. Minutes, Events Committee Meeting.**
The Minutes of the Events Committee Meeting held at 6pm on Wednesday 14th February 2024, were received as a true and correct record and signed by the Town Mayor.

**130. Accounts.**
Members were requested to note and agree the undermentioned information in relation to finance.

a). Bank Reconciliation – February 2024.
**Resolved:That the Bank Reconciliation for the month of February 2024 be noted and agreed.**

b). Final Payment Summary – February 2024.
**Resolved: That the Final Payment Summary for February 2024 be noted and agreed.**

c). Monthly Accounts for Payment – March 2024.
**Resolved: That the Monthly Accounts for Payment for the month of March 2024 be noted and agreed.**

**131. Draft Annual Report for publication 2024.**
The Town Clerk circulated a draft of the 2024 Annual Report. Members were requested to consider the report and nominate a Council Member to proof read the final document prior to publication.
**Resolved: That Councillors D. Allen and S. Rees, be nominated to proofread the final document prior to publication.**

**132. Report in relation to Martyns Law.**
Following on from recent consultation / training event held on 16th February 2024, Members were requested to consider and note the circulated information currently available in relation to the Draft Terrorism (Protection of Premises) Bill published in May 2023.
**Resolved: That the Report be noted.**

**133.Friends of Halsnead Allotments and Food Initiative.**
Members considered an application for financial assistance from the Friends of Halsnead Allotments and Food Initiative. Seeking a contribution towards the provision of coats and shoes to allocate alongside various recycled items including school uniforms. (See circulated information). If a contribution was offered this could be allocated using expenditure powers under s 137 of the Local Government Act 1972. and utilised out of the community donations budget which currently stands at £1,000.00.
**Resolved: That a contribution of £500 be allocated to the Friends of Halsnead Allotments and Food Initiative, using expenditure powers under s137 of the**

**Local Government Act 1972. and utilised out of the community donations budget which currently stands at £1,000.00.**

**134. Whiston Village Guild, Application for financial assistance.**
Members were requested to consider an application for financial assistance from the Whiston Village Guild, to help towards the cost of travel and light lunch for a day trip for upto 25 residents. (see circulated information) If a contribution was offered this could be allocated using expenditure powers under s 137 of the Local Government Act 1972. and utilised out of the community donations budget which currently stands at £1,000.00.

**Resolved: That a contribution of £500 be allocated to the Whiston Village Guild, using expenditure powers under s137 of the Local Government Act 1972. and utilised out of the community donations budget which currently stands at £1,000.00.**

**Minutes 121 to 134 be received as a true and correct record and signed by the Town May on Wednesday 10th April 2024.**

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**R Gaffney-Town Mayor**
**The Meeting Closed at 8.28pm**

**WHISTON TOWN COUNCIL**

At a recent meeting of Whiston Town Council Events Committee to be held on Wednesday 13th March 2024 in the Council Chamber, Whiston Town Hall, Old Colliery Road, Whiston, commencing at 6.00pm, the following were:

**Present**
**Councillor T. Murray**
**(In the Chair)**

Councillors D. Allen, J. Burke, N. Murray and S. Rees.

S. Mayers- Town Clerk

**Apologies.**
Apologies for absence were received on behalf of T. Byron and R. Miller

**21. Public Forum.**
No Members of the public attended the meeting.

**22. Declarations of Interest.**
No Declarations of Interest were received.

**23. Minutes.**
The minutes of the Events Committee held on Wednesday14th February 2024 were received as a true and correct record..

**24. Mince Pie and Music Event – Wednesday 4th December 2024.**
The Mince Pie and Music Event has now been booked, the entertainer has also been booked for a two hour slot.
**Resolved: That the report be noted.**

**25. Whiston Amateur Flower Show – Saturday 13th July 2024.**
Members considered the circulated information regarding classes and prizes for show.
**Resolved: That the Town Clerk draft a schedule and work alongside Councillor N. Murray to produce a flyer for the event. Councillor N. Murray will approach local Garden Centres with regard to sponsorship and possible stalls on the day, with a provisional amount of £10 per table for selling items. The event will open at 10am for exhibitors the event will run from 11am and will close at 3pm.**

**26. Family Fun Day – Emergency Services Day – Sunday 8th September 2024.**
G. Lavender has confirmed that the Rager Service will be available on the day and requested what type of activities he will be required to provide.
**Resolved: That Councillors will identify what activities they would like the Rangers to facilitate eg. Bird feeders / sun catchers etc and Councillor**

**T. Murray will contact the providers for the inflatables and rides. The event will also have Presenter DJ L35 on the day to provide music.**

**27. Christmas Fayre, Whiston Town Hall – Saturday 23rd November 2024.**
G. Lavender has confirmed that the Rager Service will be available on the day and requested that the committee let him know what type of activities he will be required to provide.
**Resolved: Councillor T. Murray to obtain costs for inflatables etc and each person attending will get free refreshments, cups with lids must also be purchased.**

**28. Initiatives for 2024.**
To consider a community clean-up day during 2024.
**Resolved: That this be deferred until a later date and possible locations be considered for a community clean-up day.**

**29. Whiston Community Awards Event.**
To consider a Whiston Community Awards Event for 2024.
**Resolved: that a provisional date of Tuesday 5th November 2024 be booked from 7pm – 10pm for the Whiston Community Awards 2024 at Whiston Town Hall, Old Colliery Road, Whiston.**

**30. Date of Next Meeting**
10th April 2024 at 6pm.

**Minutes 21 to 30 be received as a true and correct record and signed by the Town Mayor on 10th April 2024**

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**Town Mayor**
**Councillor R. Gaffney**

| | | | | |
|---|---|---|---|---|
| **MONTHLY BANK RECONCILIATION** | | | | |
| | | | | |
| **Mar-24** | | | | |
| | | | | |
| Balance 01/03/2024 | | £ 401,711.13 | | |
| | | | | |
| Receipts in March 2024 | | £ 10,041.54 | | |
| | | | | |
| Less Payments in March 2024 | | £ 32,916.43 | | **£ 378,836.24** |
| | | | | |
| | | | | |
| | | | | |
| **BALANCES** | | | | |
| | | | | |
| Fixed Term Deposit A/c 85172626 | | | **£ 50,488.22** | |
| | | | | |
| Business Res A/C-89979389 | | | **£ 320,881.68** | |
| Current A/C-97589667 | | | **£ 7,466.34** | |
| Unpresented cheques | | | | |
| | | | | |
| | | | | |
| Less unpresented cheques | | £ - | | |
| Current a/c balance | | | **£ -** | |
| | | | | |
| **Total Credit Balance** | | | **£ 378,836.24** | |
| Balance c/fwd | | | | **£ 378,836.24** |

**FINAL PAYMENT SUMMARY March 2024**
**Month 12 March 2024**

| | | | |
|---|---|---|---|
| BACS | Nisbetts PLC Water Boiler | £ | 455.98 |
| BACS | B H Dyson-Caretaker at Foxshaw Close Playground | £ | 75.00 |
| BACS | Knowsley Borough Council-Rates for 3 Centres | | |
| BACS | Knowsley Borough Council Open Space, Ground Maintenance. | | |
| BACS | HMRC-Tax and NI | £ | 2,677.69 |
| BACS | Merseyside Pension Fund-Pension Contributions | £ | 2,774.53 |
| BACS | Prudential Insurance (AVC's) | £ | 800.00 |
| BACS | ICU Group Ltd | £ | 340.80 |
| BACS | Amazon Business New tablet for caretaker use | £ | 312.45 |
| BACS | Amazon Business Case for tablet | £ | 42.55 |
| BACS | Amazon Business Hand rest for keyboard and mouse x2 | £ | 38.17 |
| BACS | SAGE subscription till March 2025 | £ | 669.60 |
| BACS | Perfekt Glass and Glazing New door and repair fascias at WTH | £ | 750.00 |
| BACS | Shawcross Ltd replacement letters to WTH exterior | £ | 264.00 |
| BACS | Shawcross Signs Ltd Replacement letters to WTH exterior | £ | 264.00 |
| BACS | B & B Hygiene bin bags | £ | 51.24 |
| BACS | B & Q Trunking and Blue Roll | £ | 52.92 |
| BACS | Whiston Community Recycling Section 137 donation | £ | 500.00 |
| BACS | B & Q Trade Point Sleeve roller, Sealant and Caulk | £ | 32.80 |
| BACS | Lyreco UK Ltd Paper | £ | 69.00 |
| BACS | Canon UK Ltd | £ | 142.76 |
| BACS | Halsnead Food Initiative Community Donation | £ | 500.00 |
| BACS | J D Electrical and Property Services Light fitting to ladies toilet | £ | 65.00 |
| BACS | Amazon Business Legionnaires Thermometer kit | £ | 162.76 |
| BACS | Amazon Business Labels | £ | 14.29 |
| BACS | Amazon Business Labels | £ | 13.61 |
| BACS | Whiston Village Guild Community Donation | £ | 500.00 |
| BACS | Whiston Carpet Warehouse Limited | £ | 2,298.00 |
| BACS | Amazon Business Legionella Log Book | £ | 8.21 |
| BACS | Amazon Business High Visibility keyboard | £ | 38.24 |
| | **Sub Total** | **£** | **13,913.60** |
| | | **£** | **13,913.60** |
| | **Total Payments** | | **£ 13,913.60** |
| | **Total Direct Debits** | | |
| BACS | Ash Waste Services. Refuse collection, Whiston Town Hall | £ | 131.58 |
| BACS | Ash Waste Services. Refuse collection, George Howard Centre | £ | 131.58 |
| BACS | Water Plus. Water - Robert Foulkes Centre (6000391688) | £ | 148.31 |
| BACS | British Gas Lite. Elec Robert Foulkes Centre (BGL445436) | £ | 104.38 |
| BACS | British Gas Lite Elec WTH (BGL445443) | £ | 1,457.32 |
| BACS | British Gas Lite Elec WTH (BGL445451) | £ | 1,166.57 |
| BACS | British Gas Lite Gas WTH (BGL445459) | £ | 8.92 |
| BACS | British Gas Lite Gas RFC (BGL445456) | £ | 272.71 |
| BACS | British Gas Business GAS WTH (603228234) | £ | 2,160.97 |
| BACS | Invosys (prev Connected World) Telephone/internet charges | £ | 136.72 |
| BACS | Chubb Fire & Security. George Howard Centre | £ | 88.48 |
| BACS | Chubb Fire & Security. Whiston Town Hall | £ | 88.48 |
| | Bank charges (97589667) | £ | 46.17 |
| | Bank charges re SumUp device | £ | 7.13 |
| | | **Total DD** | **£ 5,949.32** |
| | | **Wages** | £ 13,053.51 |
| | | | **£ 19,002.83** |

1 Section 19 Local Government (Miscellaneous Provisions) Act 1976
2 Section 137 Local Government Act 1972
3 Section 111 Local Government Act 1972
4 Section 112 Local Government Act 1972
5 Section 10 Open Spaces Act 1906
6 Section 176 Local Government Act 1972
7 Schedule 13 Local Government Act 1972
8 Section 143 Local Government Act 1972
9 Section 214 Local Government Act 1972
10 Section 15(5) Local Government Act 1972
11 Section 145 Local Government Act 1972
12 Section 111/175 Local Government Act 1972
13 Audit Commission Act 1998
14 Section 31 Local Government Act 1997 Crime Prevention

| | | |
|---|---|---|
| Total Payment R & P Book | £ | 32,916.43 |
| **Total Payments March** | **£** | **32,916.43** |

| | | |
|---|---|---|
| Accounts Sheet for March | £ | 13,913.60 |
| Direct payments for March | £ | 5,949.32 |
| Wages | £ | 13,053.51 |
| **Total Payments March** | **£** | **32,916.43** |

# WHISTON TOWN COUNCIL
# SMALL COMMUNITY FUND APPLICATION FORM

| SECTION 1 – Your Organisation | |
|---|---|
| **Organisation Name and Address:** | 1st Whiston Scout Group, 14 Chestnut Close Whiston, L35 2XH |
| **Contact person:** | Wesley Sloane |
| **Role in the Organisation:** | Group Lead Volunteer |
| **Telephone:** | 07446839721 |
| **Email:** | wesleysloane@hotmail.com |
| **What year was your group established?** | 1932 |
| **Do you have a constitution?** | **Yes** |
| **Are you a registered Charity?** | Yes<br>Charity Number:521669 |
| **What are the main aims and activities of your Group?** | Young people in the Scouts take part in an exciting programme of activities from kayaking to coding. They develop character skills like resilience, initiative and tenacity; employability skills such as leadership, teamwork and problem solving; and practical skills like cooking and first aid. |
| **Which area of Prescot are you based in?** | We merged with 1st Prescot who was based in St Pauls Church. We are now all in the George Howard Centre in Whiston. We also now own our own building in Huyton after merging with the 13th Knowsley. |
| **Bank Details:** | Sort Code: 09-01-29<br>Account Number: 38895278<br>Account Name: 1st Whiston Scout Group |

| SECTION 2 – Your Project | | |
|---|---|---|
| **Project Name:** | Project Trailer | |
| **When will this take place?** | Winter 2021 | |
| **Please give details and costs of the activities and / or equipment that you are applying for:** | The last time we asked for funding was 2021 when we where raising funds for our new minibus which we got at the start of last year. Since then I have passed my trailer test so we are fund raising for a new trailer. | |
| **How will this project make a difference in your community?** | One of the main things we aim to do in Scouting is get the kids away camping. We can teach them more skills in a weekend camp than we can in months of normal meetings. Last year we managed to do 17 camps with the children which is more than any other group in the District but one of the hardest things to do when planning these camps is actually getting the kids to the camp sites. We are now fundraising for a trailer that is big enough to fit all of our camping equipment in plus the shopping and the kit of everyone in the minibus. This will make planning much easier and will help us to get more children away who wouldn't otherwise be able to get away due to lack of transport. We will also be able to go further distances for fun and adventures. | |
| **Who will mainly benefit from your project? (please tick the boxes that apply to your project)** | **Groups** | |
| | Young People | YES |
| **How many people will benefit from your project?** | We currently have around 90 Children and around 40% are from Whiston, 40% from Prescot, 15% from Huyton and 5% from Rainhill | |
| **How much funding are you asking for? (Max £500 please include an itemised list of costs to support your request)** | We are hoping to raise £4000 before the Summer for our trailer but hope to do more. We will get the best we can with what we have at the end of the project. We are asking both local councils for £500 equally. | |
| **Have you secured funding from anyone else?** | We have applied with Prescot Town Council, Lord Derby's, Radio City and other places. | |
| **How will your project recognise the support of the Town Council** | We will advertise the help that is given | |
| **Who will be running the activity?** | Unpaid Volunteers | 14 |
| | ☐ Paid Volunteers | How many |
| | ☐ Paid Staff | How many |

**Declaration:**

| | |
|---|---|
| **I declare that to the best of my knowledge and belief the information supplied on this application form is correct. This application is in compliance with the guidance notes and I confirm that I have the authority to sign on behalf of the organisation making this application.** | Signed: W. Shaw |
| | Position: Group Lead Volunteer |
| | Date: 13/03/2024 |

**You can return your form:**

| | |
|---|---|
| **By Post:** | Mrs Sandra Mayers<br>Town Clerk<br>Whiston Town Council<br>Whiston Town Hall<br>Old Colliery Road<br>Whiston<br>Merseyside L35 3QX |
| **By Email:** | enquires@whiston-tc.gov.uk |

**Don't forget!**

1. To read the guidance notes which will help you to include the information we need.
2. To make sure that your group and your project meet the criteria.
3. To attach a copy of your constitution and a recent bank account statement – you can send these in separately if you apply online.
4. If the project involves children, young people or vulnerable adults, please enclose a copy of your Child / Vulnerable Adults Protection Policy.

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# WHISTON TOWN COUNCIL
# SMALL COMMUNITY FUND APPLICATION FORM

| SECTION 1 – Your Organisation | | |
|---|---|---|
| **Organisation Name and Address:** | Prescot Cables JFC<br>5 Merchants Row, Scotchbarn Lane, Prescot, L34 5TJ | |
| **Contact person:** | Mr Jonathan Marston | |
| **Role in the Organisation:** | Club Secretary | |
| **Telephone:** | 07914111157 | |
| **Email:** | cablesjfc@gmail.com | |
| **What year was your group established?** | 2011 | |
| **Do you have a constitution?** | **Yes** X | No |
| **Are you a registered Charity?** | Yes<br>Charity Number: | **No** X |
| **What are the main aims and activities of your Group?** | Footballing activities for children aged 4-16 | |
| **Which area of Whiston are you based in?** | Prescot South, Two Butt Lane | |
| **Bank Details:** | Sort Code: 20 51 08<br>Account Number: 30837989<br>Account Name: Cables JFC | |

| SECTION 2 – Your Project | | |
|---|---|---|
| **Project Name:** | Summer Football League | |
| **When will this take place?** | May 2024 – July 2024 | |
| **Please give details of the activity and / or equipment that you are applying for:** | Running a summer league on two butt lane playing fields from May, we require funding for new goals, trophies for winners and medals for all of our participants | |
| **How will this project make a difference in your community?**<br>**Please continue on separate sheet if necessary…** | The project will see children from ages 5-10 playing football every Saturday and Sunday at two butt lane playing fields, in an organized league ran in accordance with FA rules and regulations. This will bring children from Whiston (We have 50 players in our club from Whiston, and this is expanding weekly) and all over Knowsley/Liverpool to play football in a safe and friendly environment. This will see the local community benefit from people in the area stopping at local shops for food, drinks, snacks on their way to and from football. The league will be entirely volunteer lead and this is why we are looking for funding help for goals to keep the games available, trophies for winners & medals for all participants.<br>Trophies and medals will be purchased from a local sole trader from Whiston. | |
| **Who will mainly benefit from your project? (please tick one box in each section)** | **Groups** | |
| | Young People | X |
| | Older People | |
| | General Community | X |
| | Resident Association | |
| | Sports or Arts | X |
| | Minority groups (e.g. LGBT, Disabled, BME) | X |
| **How many people will benefit from your project?** | 500+ | |
| **How much funding are you asking for?** | £500 | |
| **Have you secured funding from anyone else?** | No | |

| | | |
|---|---|---|
| **How will your project recognise the support of the Town Council** | We would be pleased to share on social media the help from the council | |
| **Who will be running the activity?** | Unpaid Volunteers X | How many 25 |
| | ☐ Paid Volunteers | How many - 0 |
| | ☐ Paid Staff | How many - 0 |

**Declaration:**

| | |
|---|---|
| **I declare that to the best of my knowledge and belief the information supplied on this application form is correct. This application is in compliance with the guidance notes and I confirm that I have the authority to sign on behalf of the organisation making this application.** | Signed: Jonathan Marston |
| | Position: Club Secretary |
| | Date: 08/03/2024 |

**You can return your form:**

| | |
|---|---|
| **By Post:** | Mrs Sandra Mayers<br>Town Clerk<br>Whiston Town Council<br>Whiston Town Hall<br>Old Colliery Road<br>Whiston<br>Merseyside L35 3QX |
| **By Email:** | town.clerk@whiston-tc.gov.uk |

**Please note:**

**As from May 2023, should the application be approved, the organisation must provide receipts to Whiston Town Council to show how the grant has been spent.**

**Please ensure the following :-**

1. Read the guidance notes which will help you to include the information we need.
2. Make sure that your group and your project meet the criteria.

# Prescot Cables JFC Club Constitution

1. **Name**
The club shall be called Prescot Cables JFC

2. **Objectives**
The objectives of Prescot Cables JFC shall be to arrange association football matches and social activities for its members.

3. **Status of Rules**
These rules (the Club Rules) form a binding agreement between each member of Prescot Cables JFC

4. **Rules & Regulations**

a) Prescot Cables JFC shall have the status of an affiliated member club of The Football Association by virtue of its affiliation to Liverpool County FA. The Rules and Regulations of The Football Association and Liverpool County FA shall be deemed to be incorporated into the rules.

b) No alteration to the club rules shall be effected without prior written approval by Liverpool County FA

c) Prescot Cables JFC will also abide The FA's Safeguarding Children Policies and Procedures, Respect Codes of Conduct, Equal Opportunities and Anti-Discrimination Policy.

## 5. Club Membership

a) The members of the club shall be those persons listed in the register of members; this shall be maintained by the club secretary.

b) Any person who wishes to be a member must apply on a membership application form and submit it to the club secretary. Election to membership shall be at the sole discretion of the club committee. Membership shall be effective upon an applicant's name being entered in the membership register.

c) In the event of a member's resignation or expulsion his or her name shall be removed from the membership register.

d) The FA and Liverpool County FA shall be given access to the membership register on request.

## 6. Annual Membership Fee

a) An annual fee of £25 per player. Any fee shall be payable on a successful application for membership and annually by each member. Fees are subject to change and will be reviewed on an annual basis.

b) The club committee has the authority to levy further subscriptions from the members as are reasonably necessary to fulfill the objects of the club.

## 7. Resignation and Expulsion

a) A member shall cease to be a member of Prescot Cables JFC if, and on the date of which, he/she gives notice to the Club Committee of their resignation.

b) The Club Committee shall have the power to expel a member when, in their opinion, it would not be in the interests of the club for them to remain a member.

c) A member who resigns or is expelled shall not be entitled to claim any of the club's property.

## 8. Club Committee

a) The Club Committee shall consist of the following club officers: - Chairperson, Treasurer, Secretary, & Minutes Secretary and (Club Welfare Officer – Youth Clubs Only (U18 teams and Below)

b) Each Club Officer and Committee Member shall hold office from the date of appointment until the next Annual General Meeting unless otherwise resolved at a Special General Meeting. One person may not hold any more than two positions of Club officer at any one time. The Club Committee shall be responsible for the management of all the Club affairs. Decisions of the Club Committee shall be made by a simple majority of those attending the Club Committee Meeting. The Chairperson of the Club Committee meeting shall have the casting vote in the event of a tie. Meetings of the club committee shall be chaired by the Michael Corless or in their absence the Jonathan Marston. The quorum for the transaction of business of the club committee shall be three.

c) Decisions of the Club Committee of meetings shall be entered into the Clubs minute book which will be maintained by the Club Secretary.

d) Any Member of the Club Committee may call a meeting of the Club Committee by giving no less than 7 days notice to all members of the Club Committee. The Club Committee shall hold no less than 2 meetings per year.

e) An out-going member of the Club Committee may be re-elected. A member proposed by one and seconded by another of the remaining Club Committee members and approved by a simple majority of the remaining Committee members shall fill any vacancy on the Club Committee, which arises between Annual General Meetings.

f) Save as provided for in the Rules & Regulations of The Football Association and the Liverpool County FA to which Prescot Cables JFC is affiliated; the Club Committee shall have the power to decide all questions and disputes arising in respect of any issues concerning the Club rules

g) The position of a Club Officer shall be vacated if such person is subject to a decision of The FA that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club.

h) The Club Welfare Officer will sit upon the committee as a standing member

## 9. Annual and Special General Meeting

a) An Annual General Meeting (AGM) shall be held in each year to:
   1. Receive a report of the activities of the club over the previous year.
   2. Receive a report of the clubs finances over the previous year.
   3. Elect the members of the Club Committee.
   4. Consider any other business.

b) Nominations for elections of members as Club Officers or as members of the Club Committee shall be made in writing by the proposer and seconder, both whom must be existing members of the Club, to the Club Secretary no less than 21 days before the AGM. Notice of any resolution to be proposed at the AGM shall be given in writing to the Club Secretary no less than 21 days before the meeting.

c) A Special General Meeting (SGM) may be called at any time by the committee and shall be called within 21 days of the receipt by the Club Secretary of a requisition in writing signed by no less than five members stating the purposes for which the meeting is required and the resolutions proposed. Business at an SGM may be any business transacted at an AGM.

d) The Secretary shall send to each member written notice of the date of a General Meeting together with resolutions to be proposed at least 14 days before the meeting.

e) The quorum for a General Meeting shall be 3.

f) The Chairperson or in their absence a member selected by the Club Committee shall take the Chair. Each member present shall have one vote and a simple majority shall pass resolutions. In the event of an equality of votes the Chairperson of the meeting shall have the casting vote.

g) The Club Secretary, or in their absence a member of the Commi shall enter minutes of General Meetings into the minute book of the Club.

10. At its first meeting following each AGM the club committee shall appoint a club member to be responsible for each of the clubs football teams. The appointed members shall be responsible for managing the affairs of the team. The appointed members shall present a written report of the activities of the team at club meetings.

11. **Club Finances**

a) A bank account shall be opened and maintained in the name of Prescot Cables JFC. Designated account signatories shall be the Chairperson, the Club Secretary and the Club Treasurer. No sum shall be drawn from the Club account except by cheque signed by two of the signatories. All monies payable to Prescot Cables JFC shall be received by the Treasurer and deposited into the Club account.

b) The income and assets of the Club shall be applied only in furtherance of the objects of the Club.

c) The Club Committee shall have the power to authorise the payment of remuneration and expenses to any member of the Club and to any other person or persons for services rendered to the Club.

d) The Club shall prepare an annual Financial Statement in such form as shall be published by the FA from time to time.

e) The Club Property, other than the Club account shall be vested in no less than two and no more than four custodians, one of whom shall be the treasurer (The Custodians), who shall deal with the Club Property as directed by decisions of the Club Committee and entry in the minute book shall be conclusive evidence of such decision.

f) The Custodians shall be appointed by the club in a General Meeting and shall hold office until death of resignation unless removed by resolution passed at a General Meeting.

g) On their removal or resignation a custodian shall execute a conveyance in such form as in punished by the FA from time to time to a newly elected custodian or the existing custodians as directed by the Club Committee. On the death of a custodian, any Club property vested in them shall vest automatically in the surviving custodians. If there is only one surviving custodian, a Special General Meeting shall be convened as soon as possible to appoint another custodian.

h) The custodians shall be entitled to an indemnity out of the Club property for all expenses and other liabilities reasonably incurred by them carrying out their duties.

12. **Dissolution**

a) A resolution to dissolve the club shall only be proposed at a General Meeting and shall be carried by a majority of at least three-quarters of the members present.

b) The dissolution shall take effect from the date of the resolution and the members of the club committee shall be responsible for the winding up of the assets and liabilities of the club.

c) Any surplus assets remaining after the discharge of the debts and liabilities of the club shall be transferred to the parent Association who shall determine how the assets shall be utilised for the benefit of the game. Alternatively, such assets may be disposed of in such other manner as the members of the club with the consent of the parent Association shall determine.

Signed: _____ Date: _____

Print Name: _____

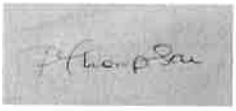
# WHISTON TOWN COUNCIL
# SMALL COMMUNITY FUND APPLICATION FORM

| SECTION 1 – Your Organisation | |
|---|---|
| **Organisation Name and Address:** | Plan B soon to be Spectrum Connect CIO (April this year 2024) |
| **Contact person:** | Paula Thompson |
| **Role in the Organisation:** | Project co-ordinator (volunteer) |
| **Telephone:** | 07944340474 |
| **Email:** | hello@spectrumconnect.org.uk |
| **What year was your group established?** | 2018 Plan B then we have converted into Spectrum Connect CIO in 2023 but it will launch in April this year 2024 |
| **Do you have a constitution?** | **Yes** ☒ No ☐ |
| **Are you a registered Charity?** | Yes ☒ Spectrum connect CIO is **No** ☐ Charity Number:1205951 |
| **What are the main aims and activities of your Group?** | We support adults with less complex needs autism in Knowsley to build confidence, self esteem and look at what they want to achieve in life. We deliver activities, drop in sessions, we advocate etc. |
| **Which area of Whiston are you based in?** | We cover all of Knowsley but I live in Whiston and some of our members are from Whiston. We would like to hire a venue in Whiston for a drop-in session so residents of Whiston can see what we do to encourage them to get involved. |
| **Bank Details:** | Sort Code: 30-99-50<br>Account Number: 57533560<br>Account Name: Spectrum Connect CIO |

| SECTION 2 – Your Project | |
|---|---|
| **Project Name:** | Connecting people |
| **When will this take place?** | April, May or June |
| **Please give details of the activity and / or equipment that you are applying for:** | We would like to arrange a drop in session for people to drop in to meet other people to see what we offer and how they can be referred for support from us. They can meet other people and share information. |

| | | |
|---|---|---|
| **How will this project make a difference in your community?**<br>**Please continue on separate sheet if necessary…** | We already support adults with autism in Knowsley so having this drop in session launch will enable us to showcase what we already do and give information of how people can get involved. Not only do we support adults with autism in Whiston we also recruit volunteers from our local community. We would like to encourage more people to use the service.<br>We will put refreshments on for those who attend.<br>The funding is needed to hire a venue, sessional staff/volunteer costs, refreshments, leaflets, fidget/sensory items etc.<br>Venue hire £20 per hour for all day = £120<br>Print flyers = £50<br>Pens & merchandise to advertise us = £100<br>Refreshments – water bottles, tea, coffee, sugar, juice etc. biscuits, crisps and cakes = £60<br>Volunteer expenses – petrol, bus fares, taxi (if not an independent traveller) = £40<br>Fidget/sensory items to use at the drop ins = £120 | |
| **Who will mainly benefit from your project? (please tick one box in each section)** | **Groups** | |
| | Young People | ☐ |
| | Older People | ☐ |
| | General Community | ☐ |
| | Resident Association | ☐ |
| | Sports or Arts | ☐ |
| | Minority groups (e.g. LGBT, Disabled, BME) | ☒ |
| **How many people will benefit from your project?** | 40+ | |
| **How much funding are you asking for?** | £490 | |
| **Have you secured funding from anyone else?** | Yes but not for what we're asking for here | |
| **How will your project recognise the support of the Town Council** | We will put your logo on our website as one of our supporters and put the support given on our social media platforms. | |
| **Who will be running the activity?** | ☒ Unpaid Volunteers | How many 8 -10 |
| | ☐ Paid Volunteers | How many |
| | ☐ Paid Staff | How many 0 |

**Declaration:**

| | |
|---|---|
| **I declare that to the best of my knowledge and belief the information supplied on this application form is correct. This application is in compliance with the guidance notes and I confirm that I have the authority to sign on behalf of the organisation making this application.** | Signed:  |
| | Position: Project co-ordinator |
| | Date: 24.3.24 |

**You can return your form:**

| | |
|---|---|
| **By Post:** | Mrs Sandra Mayers<br>Town Clerk<br>Whiston Town Council<br>Whiston Town Hall<br>Old Colliery Road<br>Whiston<br>Merseyside L35 3QX |
| **By Email:** | town.clerk@whiston-tc.gov.uk |

**Please note:**

**As from May 2023, should the application be approved, the organisation must provide receipts to Whiston Town Council to show how the grant has been spent.**

**Please ensure the following :-**

1. Read the guidance notes which will help you to include the information we need.
2. Make sure that your group and your project meet the criteria.
3. Attach a copy of your constitution and a recent bank account statement – you can send these in separately if you apply online.
4. If the project involves children, young people or vulnerable adults, please enclose a copy of your Child / Vulnerable Adults Protection Policy.

**Constitution of**
**Spectrum Connect**
**a Charitable Incorporated Organisation**
**(Foundation Structure)**
**Whose Only Voting Members Are its Trustees**

***Date of Adoption (last amended):***

**...22/9/23.....**

**Name**

**1.** The name of the Charitable Incorporated Organisation ("the CIO") is:

**Spectrum Connect**

**National Location of Principal Office**

**2.** The principal office of the CIO is in England

**Objects**

**3.** The Objects of the CIO are:

**The charity's objects (The Objects) are:**

**'To Relieve any charitable needs of young people and adults with autism and/or learning disabilities and their parents and carers.**
**The relief of young people and adults with autism and/or learning disabilities, living in Knowsley and the surrounding area, and support their families in particular but not exclusively by the provision of inclusive activities, education and training and highlighting the positive contributions made by young people and adults with autism and/or learning disabilities in the community and working with parents, carers and other stakeholders giving advice and support on the issues that affect them.'**

**4 Powers**

The CIO has power to do anything which is calculated to further its object[s] or is conducive or incidental to doing so. In particular, the CIO's powers include power to:

(1) borrow money and to charge the whole or any part of its property as security for the repayment of the money

borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land; (2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use; (3) sell, lease or otherwise dispose of

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

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

(4) employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of those clauses;
(5) deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

5. **Application of income and property** (1) The income and property of the CIO must be applied solely towards the promotion of the objects. (a) A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.
(b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO. This does not prevent a member who is not also a charity trustee receiving:
(a) a benefit from the CIO as a beneficiary of the CIO;
(b) reasonable and proper remuneration for any goods or services supplied to the CIO. (3) Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

6. **Benefits and payments to charity trustees and connected persons** (1) General provisions No charity trustee or connected person may: (a) buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;

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

(c) be employed by, or receive any remuneration from, the CIO;

(d) receive any other financial benefit from the CIO; unless the payment or benefit is permitted by sub-clause (2) of this clause, or authorised by the court or the prior written consent of the Charity Commission ("the Commission") has been obtained. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

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

(a) A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way. (b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in

accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011. (c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person. (d) A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

(e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion. (f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

(3) Payment for supply of goods only – controls The CIO and its charity trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied: (a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods ("the supplier").

(b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question. (c) The other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so. (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO. (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting. (f) The reason for their decision is recorded by the charity trustees in the minute book. (g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6. (4) In sub-clauses (2) and (3) of this clause: (a) "the CIO" includes any company in which the CIO: (i) holds more than 50% of the shares; or

(ii) controls more than 50% of the voting rights attached to the shares; or (iii) has the right to appoint one or more directors to the board of the company; (b) "connected person" includes any person within the definition set out in clause [30] (Interpretation);

**7. Conflicts of interest and conflicts of loyalty** A charity trustee must: (1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and

(2) absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest). Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

**8. Liability of members to contribute to the assets of the CIO if it is wound up** (1) If the CIO is wound up, each member of the CIO is liable to contribute to the assets of the CIO such amount (but not more than £1) as may be required for payment of the debts and liabilities of the CIO contracted before that person or organisation ceases to be a member, for payment of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributing members among themselves. (2) In sub-clause (1) of this clause "member" includes any person or organisation that was a member of the CIO within 12 months before the commencement of the winding up. (3) But subject to that, the members of the CIO have no liability to contribute to its assets if it is wound up, and accordingly have no personal responsibility for the settlement of its debts and liabilities beyond the amount that they are liable to contribute.

**9. Charity trustees**

(1) Functions and duties of charity trustees

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

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

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

(i) any special knowledge or experience that he or she has or holds himself or herself out as having; and,

(ii) if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

(2) Eligibility for trusteeship

(a) Every charity trustee must be a natural person.

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

if he or she is under the age of 16 years; or if he or she would automatically cease to hold office under the provisions of clause [12(1)(e)].

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

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

(ii) if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

(3) Number of charity trustees

(a) The maximum number of charity trustees is [3]. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed the maximum.

(4) First charity trustees

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

Paula Thompson..... [for [4] years]

Pat McCarthy..... [for [3] years]

Nancie Price..... [for [3] years]

## 10 Appointment of charity trustees

(1) Appointed charity trustees

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

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

(2) Ex officio Trustee[s]

(a) The [insert role] for the time being ("the office holder") shall automatically ("ex-officio") be a charity trustee, for as long as he or she holds that office.

(b) If unwilling to act as a charity trustee, the office holder may:

(i) before accepting appointment as a charity trustee, give notice in writing to the trustees of his or her unwillingness to act in that capacity; or

(ii) after accepting appointment as a charity trustee, resign under the provisions contained in clause [12] (Retirement and removal of charity trustees).

The office of ex officio charity trustee will then remain vacant until the office holder ceases to hold office.]

(3) Nominated Trustee[s]

(a) [Spectrum Connect] ("the appointing body") may appoint [3] charity trustees.

(b) Any appointment must be made at a meeting held according to the ordinary practice of the appointing body.

(c) Each appointment must be for a term of [three] years.

(d) The appointment will be effective from the later of:

(i) the date of the vacancy; and

(ii) the date on which the charity trustees or their secretary or clerk are informed of the appointment.

(e) The person appointed need not be a member of the appointing body.

(f) A trustee appointed by the appointing body has the same duty under clause 9(1) as the other charity trustees to act in the way he or she decides in good faith would be most likely to further the purposes of the CIO]

**11. Information for new charity trustees**

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

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

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

**12. Retirement and removal of charity trustees**

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

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

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

(c) dies;

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

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

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

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

**13. Taking of decisions by charity trustees**

Any decision may be taken either:

at a meeting of the charity trustees; or

by resolution in writing [or electronic form] agreed by a majority of all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the charity trustees has signified their agreement. Such a resolution shall be effective provided that a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and

the majority of all of the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve [within 28 days of the circulation date].

**14. Delegation by charity trustees**

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

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

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

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

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

**15. Meetings of charity trustees**

(1) Calling meetings

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

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

(2) Chairing of meetings

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

(3) Procedure at meetings

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

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

(c) In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.]

(4) Participation in meetings by electronic means

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

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

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

**16. Membership of the CIO**

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

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

**17. Informal or associate (non-voting) membership**

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

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

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

(1) Any decision to:

(a) amend the constitution of the CIO;

(b) amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or (c) wind up or dissolve the CIO (including transferring its business to any other charity)

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

(2) Decisions of the members may be made either:

(a) by resolution at a general meeting; or

(b) by resolution in writing, in accordance with sub-clause (4) of this clause.

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

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

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

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

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

**19. General meetings of members**

(1) Calling of general meetings of members

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

(2) Notice of general meetings of members

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

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

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

(3) Procedure at general meetings of members

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

**20. Saving provisions**

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

who was disqualified from holding office;

who had previously retired or who had been obliged by the constitution to vacate office;

who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

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

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

**21. Execution of documents** (1) The CIO shall execute documents either by signature or by affixing its seal (if it has one). (2) A document is validly executed by signature if it is signed by at least two of the charity trustees. (3) If the CIO has a seal: (a) it must comply with the provisions of the General Regulations; and (b) it must only be used by the authority of the charity trustees or of a committee of charity trustees duly authorised by the charity trustees. The charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two charity trustees.

**22. Use of electronic communications** [(1) General] The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular: (a) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form; (b) any requirements to provide information to the Commission in a particular form or manner.

**23. Keeping of Registers** The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and charity trustees.

**24. Minutes** The charity trustees must keep minutes of all: (1) appointments of officers made by the charity trustees; (2) proceedings at general meetings of the CIO; (3) meetings of the charity trustees and committees of charity trustees including: • the names of the trustees present at the meeting; • the decisions made at the meetings; and • where appropriate the reasons for the decisions; (4) decisions made by the charity trustees otherwise than in meetings.

**25. Accounting records,** accounts, annual reports and returns, register maintenance (1) The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end. (2) The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

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

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

**28. Amendment of constitution** As provided by clauses 224-227 of the Charities Act 2011: (1) This constitution can only be amended: (a) by resolution agreed in writing by all members of the CIO; or (b) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the CIO. (2) Any alteration of clause 3 (Objects), clause [29] (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission. (3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid. (4) A copy of any resolution altering the constitution, together with a copy of the CIO's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

**29. Voluntary winding up or dissolution** (1) As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made: (a) at a general meeting of the members of the CIO called in accordance with clause [11] (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

(i) by a resolution passed by a 75% majority of those voting, or (ii) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or (b) by a resolution agreed in writing by all members of the CIO. (2) Subject to the payment of all the CIO's debts: (a) Any resolution for the winding up of the CIO, or

for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied. (b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied. (c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO. (3) The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular: (a) the charity trustees must send with their application to the Commission: (i) a copy of the resolution passed by the members of the CIO;

(ii) a declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and (iii) a statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution; (b) the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of the CIO who was not privy to the application. (4) If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

**30. Interpretation** In this constitution: "connected person" means: (a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee; (b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above; (c) a person carrying on business in partnership with the charity trustee or with any person falling within subclause (a) or (b) above; (d) an institution which is controlled – (i) by the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or (ii) by two or more persons falling within sub-clause (d)(i), when taken together (e) a body corporate in which – (i) the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest. Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

"General Regulations" means the Charitable Incorporated Organisations (General) Regulations 2012. "Dissolution Regulations" means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012. The "Communications Provisions" means the Communications Provisions in [Part 9, Chapter 4] of the General Regulations. "charity trustee" means a charity trustee of the CIO. A "poll" means a counted vote or ballot, usually (but not necessarily) in writing.

# Declaration of Members Interests

*(Local Government Act 2000 Section 81)*

*Council Meeting Date:* _____

| ***Member Name*** | ***Agenda Item /Appendix*** | ***Nature of Interest*** | ***Prejudicial Yes/No*** |
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