



Winnersh Parish Council
Winnersh Community Centre
New Road, Sindlesham, Wokingham
Berkshire RG41 5DU
Phone 0118 978 0244
e-mail: clerk@winnersh.gov.uk
www.winnersh.gov.uk

Minutes of the **RECREATION AND AMENITIES COMMITTEE** meeting
held on **Tuesday 7th November 2023 at 7.30pm**
at the Winnersh Community Centre

Councillors Present: Cllrs Doyle (Chairman), Green, Southgate

In Attendance: Cllr Fyfe

Officers: Marcia Milsom - Clerk

1. APOLOGIES FOR ABSENCE

Apologies were received from Cllr Kilby.

2. DECLARATIONS OF INTEREST

None.

3. BERKSHIRE YOUTH

Gareth Mephram from Berkshire Youth was in attendance and reported the following:

- Continued with 50p charge for attendance. This is put towards subsidised outings and off-site activities,
- New rules and programme in place,
- Activities include cooking, clay modelling, outside games and other crafts,
- Ice-skating trip planned for 15th December,
- 17 different children attended, average 10 per week,
- No older children around,
- Engaging with youths on respect,
- Consistent 2 staff attending,
- Recruited Young Carers Manager in Wokingham.

The Clerk would send details of the Winnersh Parish Christmas Event.

4. MINUTES OF THE PREVIOUS MEETING

The minutes of the meeting held on 3rd October 2023 (attached) were approved and signed at Full Council on 17th October 2023.

The Clerk's report with updates on matters arising from previous meetings was attached at Appendix 1. **Noted.**

5. WINNERSH ALLOTMENTS

- i. The digi-locks had now been installed on both gates and the code given out to all tenants. Apart from some minor teething issues, the locks appeared to be working well. **Noted.**
- ii. Vacant plots/waiting list - over the past few months, the waiting list had been cleared and is currently empty. The office has received enquiries from residents close to Winnersh but historically all plots have been allocated only to Winnersh residents.

If the waiting list remains clear and plots are relinquished, there may be a cost for WPC to maintain the plots to an acceptable standard. Alternatively, non-residents, perhaps within a specific distance from the Winnersh parish boundary could be added to the waiting list and offered vacant plots if no Winnersh residents were waiting. Priority would always be given to Winnersh residents, regardless of the length of time on the list.

It was **AGREED** that in principle, the Committee is happy to accept non-residents on to the waiting list, each application to be considered on its own merit. Priority would continue to be given to Winnersh residents but non-Winnersh residents allocated a plot would be required to pay twice the current allotment rent.

6. LAND AT WOODWARD CLOSE

A report was attached at Appendix 2.

Concerns were raised over the potential cost of maintaining the area. It was suggested that minor works could be carried out using the allotment transitioning reserve. Free trees could be obtained to create an orchard.

It was **RESOLVED** that the Clerk contact WBC to determine if the land was available for transfer/lease and to liaise with Nick Robins to ascertain a ball park cost of preparing the land as open space/orchard.

ACTION: CLERK

7. BEARWOOD RECREATION GROUND TRADING AGREEMENT

Following the decision to charge authorised traders a nominal fee for trading at Bearwood Recreation Ground, the Clerk has drawn up a draft Agreement - attached at Appendix 3a. The Clerk has also obtained a draft agreement from Swallowfield PC – attached at Appendix 3b who are also entering into a trading agreement with The Pizzatron.

It was **RESOLVED** to accept the WPC draft agreement with the following amendments:

- Waste – add in ‘remove all waste from site’
- Power – remove ‘no vehicle or generator may be refuelled’

The Clerk would clarify with WBC whether there was a requirement for traders to apply for a street trading licence for trading on private land.

8. PAVILION HOUSE

The refurbishment works on Pavilion House had now been completed. A report was attached at Appendix 4. **Noted.**

The Clerk was asked to add an item to the next agenda to discuss the service agreement.

ACTION: CLERK

9. ROLLING MAINTENANCE SCHEDULE

The previous rolling maintenance schedule was attached at Appendix 5a.

A draft rolling maintenance schedule for 2023-2028 was attached at Appendix 5b.

It was **RESOLVED** to adopt the draft rolling maintenance schedule for 2023-2028.

10. CAPITAL PROJECTS AND BUDGET REVIEW 23/24

- i. An update on 2023/24 capital projects was attached at Appendix 6. **Noted.**
- ii. An initial draft R&A operating budget was attached at Appendix 7. **Agreed in principle.**
- iii. A list of potential capital projects for 2024/25 was attached at Appendix 8.

The Clerk was asked to obtain a ballpark figure for the installation of a trim trail to add to the potential project list.

ACTION: CLERK

11. CORRESPONDENCE

No correspondence had been received.

12. DATE AND TIME OF THE NEXT MEETING

The next meeting was **AGREED** as Tuesday 5th December 2023 at 7.30pm.

The meeting closed at 9.10pm.

R&A Clerk's Report - Nov 2023

Meeting Action Point	Date Decision Ratified	Minute reference	Action by	Notes	Status
Main Hall toilet refurbishment	07.02.23	3 (8.1 iii)	Clerk	Quotes being obtained for refurbishment of main toilets.	In progress
Main Hall/Allnatt Pavilion curtains	07.02.23	3 (8.1 vi)	LD	Curtains ordered and due to be installed November 23	In progress
Allotment locks	07.04.23	6 (v)	Clerk	Locks installed by Volkers, code issued to all tenants	Complete
Pavilion House	07.04.23	9 (ii)	Clerk	Works completed	Complete
	07.04.23	9 (ii)	Clerk	Works completed	Complete
	07.04.23	9 (ii)	Clerk	Works completed	Complete
Allnatt Pavilion structural survey	07.04.23	10	Clerk	Report received and forwarded to Facilities Dev WG	Complete
Allotment skip	05.09.23	5 (ii)	Clerk/CELO	Skip booked for 10th-14th November	In progress
Play equipment repairs	05.09.23	7	Clerk	Play equipment repairs started by ARD	In progress
Bearwood Rec trees	05.09.23	8	Clerk	Clerk awaiting response from WBC regarding grandfather rights for utility companies to carry out tree works	In progress
Basketball nets	05.09.23	9	Clerk	New rings and nets installed	Complete
Queen's Jubilee Oak	05.09.23	10	Clerk	Clerk liaising with Nick Robins for replacement tree	In progress
Emergency Lighting	05.09.23	11	Clerk	Works completed	Complete
Streetlight Electricity supply	05.09.23	13	Clerk/APC	Works completed	Complete
Gorilla Bakes	03.10.23	6	Clerk	Meeting held with Gorilla Bakes. Draft Agreement on agenda	In progress
SR/JGR Access	03.10.23	7 (i)	Clerk	Clerk sourcing quotes for works	In progress
Allnatt Pavilion door	03.10.23	8	Clerk/CELO	Key has been given to regular hirer on Monday evening	Complete

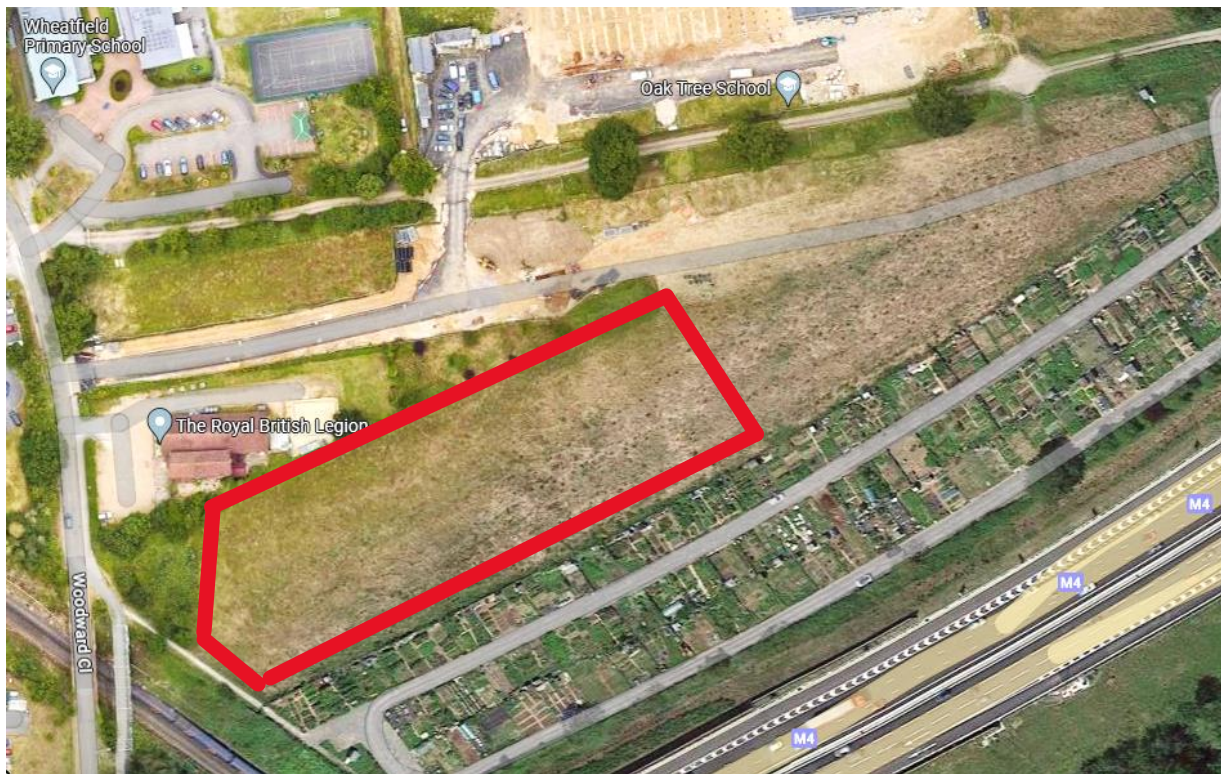
Other items:

External accessible toilet	Fuse box - unauthorised access - Clerk has asked Berkshire Construction to quote for metal cupboard around box
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Land at Woodward Close

There is an area of land under WBC ownership between the WPC allotment site and the new Oak Tree School access site.

Cllr Harper has reported that prior to the Oak Tree School plans, WBC had determined that this area of land was not suitable for housing. The previous Clerk had contacted WBC to discuss the possibility of WPC leasing the land for recreational purposes but no response had been received. The area is currently very overgrown which could impact on the allotment site.



At Full Council in October 2023, the matter was referred to R&A to discuss the feasibility of taking over the area and ideas of what the land could be used for.

Possible options for use of the land:

- Children's play area
- Older children's play area/MUGA
- Skate park
- Graffiti walls
- Community orchard
- Trim trail/gym equipment
- Picnic area
- Wildflower meadow/biodiversity area
- Additional allotments

There is currently a small WBC owned play area at the end of Woodward Close/Watmore Lane.



As a comparison, the cost of leasing the existing allotment site from WBC is £1,000 per annum.



**AGREEMENT BETWEEN
Winnersh Parish Council
and
xxx t/a xxx**

This agreement covers the use of the Winnersh Parish Council (WPC) car park Bearwood Recreation Ground, Mole Road, WOKINGHAM, RG41 5DU by xxx (the Trader) for sale of hot/cold drinks and baked goods.

Trading Hours

The Trader is permitted to trade between the hours of 8am and 4pm on Saturday and Sunday.

Licenses

The following licences and certification are required and copies should be provided to the Parish Council within 28 days of the date of this agreement:

- A relevant and current Wokingham Borough Council trading licence;
- A full UK/EU driving licence valid for the class of vehicle they intend to trade with;
- A minimum of an FSA food hygiene rating of 4;
- Gas/electrical safety certificates (where applicable);
- Any relevant hygiene/food training certificates and qualifications for all employees handling food.

Where necessary, The Trader must have appropriate employer's liability insurance and be able to produce a copy on request.

The Trader must comply with Food Hygiene legislation, consumer legislation and any other legislation appertaining to their trade.

The Trader is required to prominently display their food hygiene rating whilst trading.

Insurance

The Trader must be indemnified against public liability claims to a minimum of £5,000,000.

The Parish Council does not accept any liability for injury to an employee, or assistant of The Trader, or to any person on the adjacent footway or to any customer, because of negligence or other act or omission of The Trader and requires The Trader to effect appropriate public liability insurance and to produce a copy of such policy on demand to the Clerk to the Council.

Power

The Trader will provide their own power source if required. Power may be available on site in an emergency where traders own power source has failed. If diesel or petrol generators are to



be used, the noise from these must not exceed 50dB LAeq at the nearest boundary to noise sensitive premises. No vehicle or generator may be refuelled at the recreation ground.

Waste

The Trader must provide their own general waste and recycling bins for their own use. Parish Council bins must not be used to dispose of general waste and recycling – these bins are for the community buildings only.

Behaviour

The Trader and WPC staff must treat each other and customers with respect. Disrespectful behaviour will not be tolerated by the Parish Council. Any grievances will be taken seriously and investigated fully.

Termination of Agreement

Unless otherwise agreed, either party may terminate this agreement by giving no less than 28 days' notice to the other party.

The Parish Council reserves the right to terminate this Agreement if the applicant does not:

- Adhere to the venue, day(s), times agreed;
- Loses its food hygiene certificate;
- Does not have suitable insurance cover;
- The activity becomes an unacceptable nuisance to surrounding residential properties;
- Acts in violation of this policy.

Fees

The fees for use of the car park for trading and storage of horsebox is £50.00 plus VAT per calendar month, commencing from 1st November 2023.

The fee will be reviewed periodically by Winnersh Parish Council.

Signed: _____

Signed: _____

Marcia Milsom on behalf of
Winnersh Parish Council

Matthew Kelly on behalf of
Gorilla Bakes

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MOBILE CATERING UNIT HIRE AGREEMENT

DATE:

HIRE DETAILS

Hirer	Pizzatron Limited (CRN: 14975231) trading as The Pizzatron
Hirer's registered address:	338a Regents Park Road Office 3 And 4, London, England, N3 2LN
Hirer's contact address and mobile no:	88 The Delph, Lower Earley, Reading RG6 3AW 07552045266
Council	Swallowfield Parish Council of Swallowfield Street, Swallowfield RG7 1QX and, where the context so admits shall include any officer or employee of the Council
Council Contact	Mrs E Halson, Clerk to the Council clerk@swallowfieldpc.gov.uk
Permitted Use	the stationing of a wood-fired pizza van (registration no: BV16RYP) or any replacement for such van approved by the Council (the Van) at the Venue for the supply and selling of pizzas from such van
Hire Period	the period commencing on the date of this Agreement and ending on the termination of this Agreement
Hire Period Hours	each Wednesday during the Hire Period from 16.00 to 20.30 (or such other days and/or hours as the Council may agree from time to time)
Venue	the car park at Swallowfield Recreation Ground, Swallowfield Street, Swallowfield RG7 1QX
Hire Fee	£1 (including VAT) per annum paid by the Hirer to the Council in advance on the date of this Agreement and on each anniversary of this Agreement (or such other fee or fees as the Council may agree from time to time)
Required Documents	<ol style="list-style-type: none"> 1. Street Trading Licence from Wokingham Borough Council 2. Insurance Certificate for public liability to a minimum of £5,000,000 and, if relevant, employer's liability 3. Food Hygiene Certificate with a minimum rating of 4

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	<ul style="list-style-type: none">4. Any relevant hygiene/food training certificates and qualifications for all employees handling food5. Full UK/EU driving licence valid for the class of vehicle intended to be used by the Hirer for trading6. Any gas/ electrical safety certificates (where applicable)
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1. Introduction

- 1.1 The Council owns and controls the Venue.
- 1.2 The Hirer wishes to hire the use of the Venue for the Permitted Use and the Council agrees to grant rights to the Hirer on the terms and conditions set out in this Agreement.
- 1.3 The Agreement is made up of the Hire Details and the provisions set out below in the Agreed Terms. If there is any conflict or ambiguity between the terms of the documents listed in this paragraph, a term contained in the Hire Details shall have priority over a term contained in the Agreed Terms.

This Agreement has been entered into, and comes into effect, on the date stated at the beginning of it.

Signed by a director duly authorised for and on behalf of **Pizzatron Limited**:

Signed by the Clerk on behalf of **Swallowfield Parish Council**:

AGREED TERMS

1. Definitions

- 1.1 The terms and expressions used in this Agreement shall have the meanings set out in the Hire Details above and below:

Business Day

a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for non-automated business;

FOIA

the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation; and

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- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.3 This Agreement shall be binding on, and endure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 A reference to **writing** or **written** includes e-mail.
- 1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.7 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **Licence**

- 2.1 On and subject to the terms of this Agreement, the Council grants the Hirer a right for the Hire Period during the Hire Period Hours to use the Venue for the Permitted Use.
- 2.2 The Hirer acknowledges that:
 - (a) the Hirer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Council and the Hirer by this Agreement; and
 - (b) the Council retains control, possession and management of the Venue and the Hirer has no right to exclude the Council from the Venue.

3. **The Hirer's obligations**

- 3.1 The Hirer agrees and undertakes to comply with its obligations under this Agreement.
- 3.2 Without reducing or restricting clause 3.1 above, the Hirer agrees and undertakes:
 - (a) not to use the Venue other than for the Permitted Use during the Hire Period Hours;
 - (b) not to leave any of its equipment at the Venue outside of the Hire Period Hours;
 - (c) not to use any BBQs or open fires at the Venue other than inside the Van;

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- (d) to supply promptly copies of the Required Documents at the start of this Agreement, on each subsequent anniversary of the date of this Agreement and on any other subsequent occasion requested by the Council;
- (e) for the duration of this Agreement, at its own cost, to effect and maintain with a reputable insurance company public liability insurance with a limit of indemnity of at least £5,000,000 (five million pounds) in relation to any one claim and to produce the insurance certificate giving details of cover in respect of such insurance no later than 5 Business Days following a request for the same by the Council at any time;
- (f) to provide its own general waste and recycling bins for its own use and that of its customers and to remove all such waste and bins at the end of the Hire Period Hours (and not to use the Council's bins for the disposal of general waste and recycling) and leave the Venue in a clean and tidy condition;
- (g) to provide its own power source if required (and, if diesel or petrol generators are to be used, the noise from these must not exceed 50dB LAeq at the nearest boundary to noise sensitive premises and no vehicle or generator may be refuelled at the Venue or the Council's adjacent property);
- (h) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue or the buildings owned by the Council adjacent to the Venue, or to install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Council;
- (i) to keep the Venue within the immediate area of the Hirer's Van free from hazards ensuring public safety at all times;
- (j) to comply with all the Council's health and safety requirements while using the Venue;
- (k) to display prominently its food hygiene rating whilst trading at the Venue;
- (l) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council or to any owner or occupier of neighbouring property;
- (m) to comply (and ensure that its officers, staff and agents comply) with the terms of this Agreement and any reasonable directions, instructions or notices from the Council, and to use reasonable efforts to ensure that any customers of the Hirer so comply when present at the Venue;
- (n) not to cause or permit to be caused any damage to the Venue or any adjacent buildings owned by the Council, including any furnishings, equipment or fixtures at the Venue;
- (o) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the Council nor to cover up or remove any notices erected, displayed or provided by the Council at the Venue;
- (p) to ensure that the Hirer's equipment (including the Van):

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- (i) is suitable for the performance of the Permitted Use;
 - (ii) is maintained in good working order, in a safe, serviceable and clean condition and in accordance with the manufacturer's instructions and applicable laws; and
 - (iii) complies with the latest applicable British standard where such exists;
 - (q) to ensure that a record of any health and safety incidents which occurs whilst using the Venue is made and to supply the Council with a copy of this record; and
 - (r) to comply with all data protection legislation from time to time applicable in the United Kingdom.
- 3.3 The Hirer acknowledges that:
- (a) the Council will not tolerate any abusive and/or threatening behaviour, whether verbal or physical, towards the Council's staff;
 - (b) the Council is entitled to carry out works on the Venue that may cause temporary disruption to the Venue;
 - (c) the Council is subject to the requirements of the FOIA.
- 3.4 The Hirer shall assist and co-operate with the Council to enable the Council to comply with any FOIA requirements which may relate to the Hirer and shall not respond directly to any FOIA request unless expressly authorised in writing to do so by the Council.

4. Hire Fee and Payment

- 4.1 The Hirer shall pay to the Council the Hire Fee in the manner set out in the Hire Details.
- 4.2 If the Hirer fails to make any payment due to the Council under this Agreement within 30 days of the due date for payment, then, without limiting the Council's remedies under clause 32 (Termination and Consequences), the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum.
- 4.3 Interest under this clause will accrue each day at 4% a year above the Bank of England base rate from time to time, but at 4% a year for any period when that base rate is at or below 0% from the date payment was due to the date payment is received by the Council.
- 4.4 All amounts due under this Agreement shall be paid by the Hirer to the Council in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law or as previously agreed in writing by the Council).
- 4.5 The Council may, without limiting its other rights or remedies, set off any amount owed to it by the Hirer under this Agreement against any amount payable by the Council to the Hirer under this Agreement.
- 4.6 The Council reserves the right to vary the Hire Fee from time to time after consultation with the Hirer (including annual increases) on giving 60 Business Days' written notice.

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- 4.7 The Hire Fee shall be subject to VAT and may be set by the Council as an amount inclusive or exclusive of VAT. If the Hire Fee is an amount stated exclusive of VAT, then the Hirer shall pay any VAT due on such Hire Fee on production of an appropriate VAT invoice by the Council.

5. Limitation of liability

- 5.1 The limits and exclusions in this clause reflect the insurance cover which each party has or has been able to arrange.
- 5.2 The restrictions on liability in this **Error! Bookmark not defined.**⁵ apply to every liability arising in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 5.3 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation.
- 5.4 Subject to clause 5.3, the Council shall not be liable for:
- (a) the death of, or injury to, any customer of the Hirer or any of the Hirer's officers, employees or agents; or
 - (b) damage or theft of any property of any customer of the Hirer or any of the Hirer's officers, employees or agents except to the extent that such damage or theft arises from the negligence of the Council.
- 5.5 Subject to clause 5.3 and clause 5.4, the Council's total liability to the Hirer shall not exceed £[AMOUNT¹].
- 5.6 Subject to clause 5.3 and clause 5.4, this clause specifies the types of losses that are excluded as follows:
- (a) loss of profits
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
- 5.7 indirect or consequential loss.

¹ What's the limit per claim on the PC's insurance policies?

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6. Termination

6.1 The Council may terminate this Agreement with immediate effect by giving notice in writing to the Hirer following:

- (a) the occurrence of a material or persistent breach of this Agreement by the Hirer which is remediable and is not remedied within fourteen (14) days of being required by written notice from the Council to do so; or
- (b) the failure by the Hirer to pay any sum due under this Agreement within fourteen (14) days of such sum being due;
- (c) the Hirer taking or having taken against it any step or action towards its entering administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part 1A Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or entering into any procedure with a similar effect;
- (d) the Hirer suspending or ceasing, or threatening to suspend or cease, carrying on business;
- (e) the Hirer's financial position deteriorating so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy;
- (f) the Hirer or any of its officers or employees committing an offence under the Bribery Act 2010; or
- (g) the Hirer or any of its officers or employees committing a criminal offence (other than a road traffic offence which does not carry a custodial sentence) or becoming involved in or associated with any situation (whether or not caused by the Hirer or its officers or employees or a third party) which, in the reasonable opinion of the Council would or may have a negative impact on the reputation of the Council or any aspect of its business or affairs.

6.2 Either party may terminate this Agreement on giving [30][60][90] Business Days' notice in writing to the other at any time after the commencement of this Agreement.

7. General

7.1 Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance shall be extended accordingly. If the period of delay or non-performance continues for [2 months], the party not affected may terminate this Agreement by giving [30] Business Days' written notice to the affected party.

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- 7.2 The Hirer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 7.3 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party except as permitted by **Error! Bookmark not defined.**7.4.
- 7.4 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with clauses 7.3 and 7.4; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

- 7.5 This Agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. But nothing in this Agreement shall restrict or exclude any liability for fraud.
- 7.6 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the future exercise of that or any other right or remedy.
- 7.7 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 7.8 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

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- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
 - (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (i) Council: clerk@swallowfieldpc.gov.uk; and
 - (ii) Hirer: [REDACTED].
- 7.9 Any notice shall be deemed to have been received:
 - (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
 - (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 7.10 Clauses 7.8 and 7.9 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 7.11 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 7.12 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 7.13 If the Transfer of Undertakings (Protection of Employment) Regulations 2006 (**TUPE**) apply or may apply on the termination of this Agreement, the parties will co-operate in good faith to deal with such application including providing such information as may be reasonably requested by the other party. The Hirer shall indemnify and keep indemnified the Council in full for and against all claims costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Council (including all legal expenses and other professional fees (together with any VAT thereon)) in relation to or in connection with any claims made by any employee of the Hirer to whom TUPE may apply (whether or not such employees transfer to the Council).
- 7.14 This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

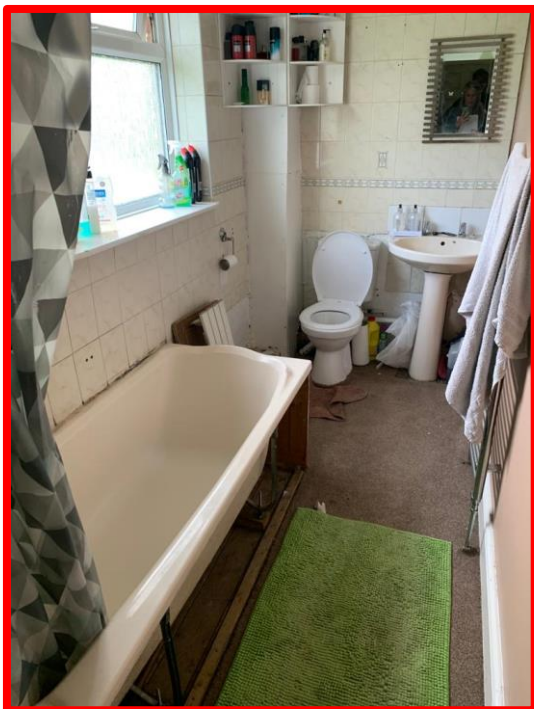
Pavilion House update report

The refurbishment works at Pavilion House have now been completed.

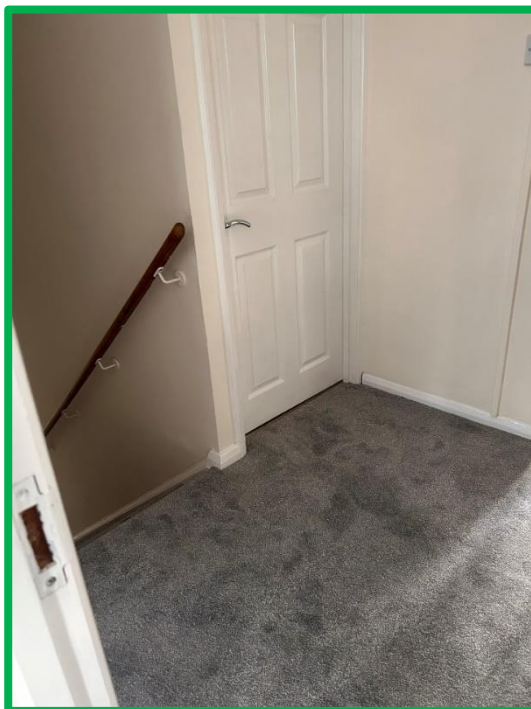
The kitchen has been completely stripped and new units, worktops, sink and tiles installed. All electrics have been upgraded/made good.



The bathroom has been completely stripped and new sanitary ware, shower, tiles and flooring installed.



New carpet has been fitted to the stairs and landing and partially in the lounge area.



The whole property has been painted – walls, ceilings, woodwork and radiators.

A new fuseboard has been fitted and other electrics repaired/replaced.

New uPVC windows and doors have been fitted.

Project budget	-	£28,344.00
Project cost	-	£24,206.02

WINNERSH PARISH COUNCIL SIX-YEAR SCHEDULE						
	2014	2015	2016	2017	2018	2019
JAN - MAR			Grounds contract renewal			Grounds contract renewal
APR - JUN		COUNCIL ELECTIONS Re-order 1st Aid contents		Re-order 1st Aid contents		COUNCIL ELECTIONS Re-order 1st Aid contents
	Internal Redecoration - MH/Bar	Internal Redecoration - Pav JGR	External Redecoration - All		Internal Redecoration - MH/Bar	Internal Redecoration - Pav JGR
JUL - SEPT	Fixed wiring Tree survey - small	 Tree survey - small	 Tree survey - Full	 Tree survey - small	 Tree survey - small	Fixed Wiring Tree survey - Full
OCT - DEC		Staff Fire Marshall / 1st Aid training Start Grounds Contract renewal			Staff Fire Marshall / 1st Aid training Start Grounds Contract renewal	

Internal Redecoration - MH/JGR

Internal Redecoration - Pav

Internal Redecoration - BAR

External Redecoration - ALL

Tree survey - full

Allotment lease renewal

Grounds contract renewal

Fixed wiring

Staff training

Council Elections

4 yearly

4 yearly

4 yearly

4 yearly

3 yearly

10 yearly renewal April 2023

3 yearly

5 yearly

3 yearly

4 yearly

5 year plan equivalent?

WINNERSH PARISH COUNCIL SIX-YEAR SCHEDULE						
	2023	2024	2025	2026	2027	2028
JAN - MAR		Grounds Contract Renewal		Insurance Renewal	Grounds Contract Renewal	
APR - JUN	Council Elections		Internal Redecoration JGR/Pav		Council Elections	
JUL - SEPT		External Redecoration			Internal Redecoration MH/SR	External Redecoration
		Internal Redecoration MH/SR				
OCT - DEC	Fixed Wiring - EICR		Staff Fire & 1st aid training			Staff Fire & 1st aid training
	Tree Survey - INTERIM	Tree Survey - INTERIM	Tree Survey - FULL	Tree Survey - INTERIM	Tree Survey - INTERIM	Tree Survey - FULL
						Fixed Wiring - EICR

Internal Redecoration - MH/SR	4 yearly
Internal Redecoration - JGR/Pav	4 yearly
External Redecoration - ALL	4 yearly
Tree survey - full	3 yearly
Allotment lease renewal	15 yearly renewal January 2035
Grounds contract renewal	3 yearly
Fixed wiring	5 yearly
Staff training	3 yearly
Council Elections	4 yearly

JGR carpet cleaning? Schedule for 2024? Assess ad hoc
 Strategic Aims review - annually

R&A Capital Projects Update 2023/24

Nov-23

Item No	Project	Budget	Committed/ Actual Cost	Project detail	Action/Notes	Status
1	Floor Scrubber/dryer		1,449.99		Machine purchased	Complete
2	Toilet Refurbishment	30,000.00	5,527.62	Replace the toilets in the WCC and replace with male, female and unisex baby changing area. Upgrade and reconfiguration of accessible toilet	MH accessible toilet works completed	Complete
			650.00		Clerk sourcing quotes for refurbishment of main toilets	In progress
3	Community Hall Floor	10,000.00	8,784.12	Sand & re-seal	Sand and re-seal works carried out August 2023.	Complete
4	Path Renewals & Ramps	15,000.00	3,650.00	Replace the footpath with bitmac/resin or similar or replace/repair rocking and broken slabs between the car park and the community centre and around by the Sindlesham Room/Parish Office.	Works completed Sep 23	Complete
5	Dimmable Lighting	5,000.00	342.18	Low level/dimmable lighting in the Winnersh Hall and Sindlesham Room	Mood lighting upgrade complete	Complete
6	Sindlesham Room/Parish Office	25,000.00		Strip out bar area and install internal lift and staircase from bar area to John Grobler Room	Drawings received. Clerk obtaining quotes	In progress
7	Car Park levelling	10,000.00	5,900.00	Disabled bay tarmac and gravel	Works completed Sep 23	Complete
8	Play Area Equipment replacement	20,000.00	16,857.40	New toddler unit	Installation completed 18th May	Complete
9	Hall Curtains	5,000.00	2,622.00	Replace existing curtains	Curtains ordered and booked for installation in November 23. 50% deposit paid	In progress
10	Pavilion House - windows/ doors	28,344.00	6,143.33	New windows and doors	Windows/doors installed 22nd/23rd May	Complete
	Pavilion House - bathroom		6,809.49	New bathroom	Completed August 2023	Complete
	Pavilion House - kitchen		5,768.02	New kitchen	Kitchen works completed	Complete
	Pavilion House - electrics		652.88	Upgrade/check electrical works	Electrical works completed	Complete
	Pavilion House - plastering		315.02	Plastering works to dining room	Plastering works completed	Complete
	Pavilion House - carpet		917.28	New carpet to stairs and landing	Carpet works completed	Complete
	Pavilion House - decorating		3,600.00	Redecoration throughout	Decorating works completed	Complete
			24,206.02			
11	Tables & trolley	1,656.00	1,273.59	Purchase 10 additional tables and trolley for storage	Tables ordered. Existing trolley capacity deemed sufficient therefore not ordered	Complete
		£ 150,000.00	£ 71,262.92			

Proposed R&A Budget 2024-25

		Actual Year to date 2021- 22	Actual Year to date 2022- 23	Actual Year To date @ 31.10.23	2023-24 Annual Budget	Anticipated to 31.03.24	Variance Annual Total	% Spent	Proposed Annual Bud
120	Street Lights								
4230	Electricity	767	1330	1309	0	1450	-1309	0.00%	0
	Street Lights :- Indirect Expenditure	767	1330	1309	0	1450	-1309	175.2%	0
	Net Expenditure	-767	-1330	-1309	0	-1450	1309		0
200	Major/Special Projects								
4300	R&A	69844	0	69900	150000	125000	80100	46.60%	43,738
	Major/Special Projects :- Indirect Expenditure	69844	0	69900	150000	125000	80100	46.60%	43738
	Net Expenditure	-69844	0	-69900	-150000	-125000	-80100		-43738
300	Community Centre								
1300	Bookings-Winnersh Hall	37780	37653	18680	40000	40000	21320	46.70%	43275
1310	Bookings-Sindleshham Room	7767	7112	5050	6000	9000	950	84.17%	7652
	Community Centre :- Income	45547	44765	23730	46000	49000	22270	51.59%	50927
4110	Licence Fees	497	857	11	600	600	589	1.83%	600
4145	Health & Safety	187	0	0	0	0	0	0.00%	0
4195	COVID & WFH Expenses	885	0	0	0	0	0	0.00%	0
4200	Scheduled Maintenance	1273	6910	6248	5000	5000	-1248	124.96%	7000
4205	Unscheduled Maintenance	1541	2405	2643	1200	3000	-1443	220.25%	2500
4215	Waste Management	816	1187	703	1300	1300	597	54.08%	1300
4230	Electricity	1533	2245	682	2200	2200	1518	31.00%	2200
4235	Gas	4183	8190	1299	8500	5000	7201	15.28%	8500
4240	Water	354	987	285	500	500	215	57.00%	500
4410	Cleaning	2008	0	0	0	0	0	0.00%	0
	Community Centre :- Indirect Expenditure	13277	22781	11871	19300	17600	7429	61.51%	22600
	Net Income over Expenditure	32270	21984	11859	26700	31400	14841		28327
320	Allnatt Pavilion								
1315	Bookings-Allnatt Pavilion	3606	6998	5338	3800	6500	-1538	140.47%	6959
	Allnatt Pavilion :- Income	3606	6998	5338	3800	6500	-1538	140.47%	6959
4200	Scheduled Maintenance	0	325	75	240	240	165	31.25%	500
4205	Unscheduled Maintenance	247	0	100	240	240	140	41.67%	240
4230	Electricity	538	699	38	850	38	812	4.47%	0
4235	Gas	704	1501	574	1600	1600	1026	35.88%	1600
4240	Water	470	346	1101	750	1100	-351	146.80%	750
	Allnatt Pavilion :- Indirect Expenditure	1959	2871	1888	3680	3218	1792	51.30%	3090
	Net Income over Expenditure	1647	4127	3450	120	3282	-3330		3869

340	Allotments									
1450	Allotment Income		3005	2978	2969	2900	3000	-69	102.38%	3095
	Allotments :- Income		3005	2978	2969	2900	3000	-69	102.38%	3095
4200	Scheduled Maintenance		0	0	0	0	0	0	0.00%	500
4205	Unscheduled Maintenance		286	237	841	500	800	-341	168.20%	500
4240	Water		2000	801	1421	2000	2000	579	71.05%	2000
4250	Allotment Association		1241	532	770	1500	1500	730	51.33%	1000
4400	Sundries		0	999	0	0	0	0	0.00%	0
4450	Pest Control		1033	472	0	750	750	750	0.00%	750
4455	Rent to WBC		0	1000	1000	1000	1000	0	100.00%	1000
	Allotments :- Indirect Expenditure		4560	4041	4032	5750	6050	1718	70.12%	5250
	Net Income over Expenditure		-1555	-1063	-1063	-2850	-3050	-1787		-2155
360	Bearwood Recreation Ground									
1320	Bookings-Bearwood Rec. Ground		7704	7208	3555	7600	7600	4045	46.78%	7364
	Bearwood Recreation Ground :- Income		7704	7208	3555	7600	7600	4045	46.78%	7364
4200	Scheduled Maintenance		8833	11036	5092	11000	11000	5908	46.29%	11000
4205	Unscheduled Maintenance		592	582	29	1000	1000	971	2.90%	1000
4210	Play Area Repairs & Maintenance		1436	4683	1865	3500	3500	1635	53.29%	3500
4400	Sundries		0	0	480	0	480	-480	0.00%	0
4500	Tree Husbandry		55	857	0	2000	2000	2000	0.00%	2000
	Bearwood Recreation Ground :- Indirect Exp		10916	17158	7466	17500	17980	10034	42.66%	17500
	Net Income over Expenditure		-3212	-9950	-3911	-9900	-10380	-5989		-10136
6000	plus Transfer from EMR		0	0	480		480			
	Movement to/(from) Gen Reserve		-3212	-9950	-3431	-9900	-9900	-5989		
400	Pavilion House									
4200	Scheduled Maintenance		225	0	75	250	250	175	30.00%	250
4205	Unscheduled Maintenance		0	0	0	1000	0	1000	0.00%	250
	Pavilion House :- Indirect Expenditure		225	0	75	1250	250	1175	6.00%	500
	Net Expenditure		-225	0	-75	-1250	-250	-1175		-500
	Grand Totals:- Income		59862	61949	35592	60300	66100	24708	59.02%	68344
	Expenditure		101548	48181	96541	197480	171548	100939	48.89%	92678
	Net Income over Expenditure		-41686	13768	-60949	-137180	-105448	-76231		-24334

Potential R&A Capital Projects 24/25

	Ballpark
SR/JGR upper/lower window uPVC replacement (11)	5600
MH internal redecoration	3000
New fete gazebo and banner	600
Replacement teenage shelter	14000
Wetpour Replacement	16538
Replacement MH ceiling tiles	2000
Miscellaneous (JS)	2000
	43738