



## **LLANHARAN COMMUNITY COUNCIL**

Minutes of the Council meeting held on a hybrid basis (in person and by remote attendance), 7pm on Thursday 15<sup>th</sup> February 2024

*The meeting was held in accordance with:*

**The Local Government and Elections (Wales) Act 2021**

### **Members Present:**

**Councillors;** David Evans (Chair), , Helen Donnan, Will Thomas, Neil Feist, Andrea James, Rhys Jenkins, Mark Steer, Joanne Miller, Robert Lewis-Watkin JP, Tracy Allen, Robert Smith, Geraint Hopkins JP.

**Apologies:** Chris Parker, Janine Turner.

**Absent:** None.

**Clerk to the Council:** Leigh Smith

**Deputy Clerk/RFO:** Lisa Phillips

1 member of the public.

### **2024/025 Welcome and Apologies.**

The Chair welcomed all to the meeting.

### **2024/026 Disclosures of personal and/or prejudicial interests**

Cllr Neil Feist declared a personal interest with regards to agenda item 14 (Minute Ref 2024/038) being a member of Cycling UK.

### **2024/027 Public speaking**

None

### **2024/028 Minutes of ordinary meeting 16<sup>th</sup> November 2023**

### **RESOLVED**

To approve the amended draft minutes of the Ordinary meeting of Council held on 21<sup>st</sup> December 2023 as a true and accurate record, the Clerk having



noticed an error leading to the duplication of minute reference numbers. Amendments having been made from 2023/205 onwards.

This resolution constitutes a rescission of the previous resolution Minute reference 2024/004) where the minutes were initially approved. The Clerk advised that this rescission could be considered in-order given that new information regarding the error has come to light.

### **2024/029 Minutes of ordinary meeting 18<sup>th</sup> January 2024**

#### ***RESOLVED***

To approve the draft minutes of the Ordinary meeting of Council held on 18<sup>th</sup> January 2024 as a true and accurate record.

#### **2024/030 Action plan**

Noted

#### **2024/031 Correspondence, including an amended audit completion notice from Audit Wales**

Noted

#### **2024/032 Crime report**

Noted.

#### **2024/033 Expenditure January 2024**

#### ***RESOLVED***

To approve expenditure for January 2024 shown in payment schedule 'Appendix 5'

#### **2024/034 YTD Spend V Budget**

Noted.

#### **2024/035 Income and expenditure for 'The Pantry'.**

Noted.

#### **2024/036 Progress on banking mandate signatories, internet banking signatories and PSDF signatories.**

Noted



## **2024/037 Members reports**

### **Cllr Mark Steer**

Cllr Steer reported details of a site meeting at PSM53, adjacent to Llanharan Cemetery attended by the RCTCBC Rights of Way Officer and drainage engineers concerning the condition of the path and drainage issues. Discussions also took place regarding PSM3 and the potential to replace the gate.

Cllr Steer along with Cllr Donnan also attended a site meeting at Danygraig Road with RCTCBC highways officers. The officer's to investigate funding options.

Cllr Steer reported details of a series of nature walks and talks in Brynna Woods including the first walk to take place on Wednesday 21<sup>st</sup> February at 10am.

Cllr Steer reported that the Network Rail Trenos crossing bridge construction is progressing. Cllr Steer notes that the current temporary closure order expires on 19<sup>th</sup> March 2024.

### **Cllr Rhys Jenkins**

Cllr Jenkins informed the meeting that Welsh Water Dwr Cymru has agreed to take over the water supply for Lantern Close, Llonydd Glas and St Illyd's Meadow, the issue currently being processed via Ofwat. The process is expected to take around 6 months.

### **Cllr Geraint Hopkins**

Cllr Hopkins noted that according to recent information, the substantial objections of Welsh Government to the Llanharan bypass appear to have been resolved following conversations between RCTCBC officers, the leader of RCTCBC, the relevant Welsh Government minister and officials. Whilst no public announcements have been made as yet the conversations appear to have been ostensibly positive and it is hoped that this can now move forward.

### **Cllr David Evans**

Cllr Evans reported that bus travel that originates or ends in RCTCBC is only £1 a trip this month and that the pavement on the A473 is currently undergoing resurfacing work on the pavement.



## **2024/038 Recommendations of the ORA Committee meeting held 6<sup>th</sup> February 2024**

### **RESOLVED**

(ORA2024/008) Quotations for 4 addition benches to be fitted from Bryncae to 'the square'

To authorise officers to purchase 3 x NBB benches as per option 1 in blue (Product code PBE09) at a price of £355 each plus a fitting cost if required of £385 per bench. A total of £2,220. Plus a contingency of £180 giving a total of £2,400.

This matter to be referred to the CIL Committee for consideration of CIL funds in the first instance. Otherwise, funds to be taken from general funds and using general reserves where necessary.

Final precise locations of the benches to be specified by the Clerk in consultation with Cllrs Will Thomas and Mark Steer.

### **RESOLVED**

(ORA2024/009) Arrangements to prevent cars mounting the pavement at the junction of Hillside Avenue and the Square.

For the Clerk to engage with RCTCBC highways regarding permission to provide an appropriate and acceptable method of preventing vehicles from mounting the pavement given concerns over affecting sightlines for vehicles exiting Talyfarn Road and the junction from Hillside Avenue.

### **RESOLVED**

(ORA2024/010) Review arrangements for the fitting of a non-slip asphalt strip or other arrangements on Bridleway PSM40/4, Bethlehem View to Brynna Woods following a price increase from the initial quotation

To instruct the Clerk to obtain fresh quotations for the proposed work to the same specification with a coloured asphalt. The costs to be referred to the CIL Committee for approval of the use of CIL funds.

## **2024/039 Grant application from 'The Wimbles'**

### **RESOLVED**

To grant The Wimbles £675.50 for the purchase of litter picking equipment.





**2024/040 Information received from Llanharan Football club in relation to a recent resolution to grant funds under certain conditions.**

Noted.

**2024/041 Renaming of the 'Trenos Crossing Working Group'**

***RESOLVED***

To rename the 'Trenos Crossing Working Group' to the 'Trenos Crossing and Ewenny Bridge Working Group'.

**2024/042 Change to the project map for the potential Ewenny Bridge project**

***RESOLVED***

To amend the process map for the proposed Ewenny Bridge project to:

**Ewenny Stream Bridge – Proposed project route-map V2 February 2024**

1. For the Trenos Crossing Working Group to meet with key stakeholders as soon as possible and to seek engage early pending formal written permission as required. In particular the Wildlife Trust, NRW and any other relevant bodies.
2. For the Clerk to obtain quotations from an appropriate company to produce a scoping design for the bridge, the approaches and associated works.
3. The Trenos Crossing working Group to meet to decide on matters to be included in the scoping design. This will include all aspects of the scoping design including the required specification and design parameters, access arrangements and restrictions, licensing requirements and other factors that will be used as the basis of a public consultation/tender document. The Clerk to produce a document to capture all aspects to be considered and to record any decisions made.
4. Produce a scoping design to be used as the basis for a public consultation. Carry out a public consultation on the question of committing circa £275,000 of CIL funds to replace the current footbridge over the river Ewenny with a multi- user bridge, including improvements to its approaches and associated works. This public consultation be specifically focused on the proposed bridge and associated works and distinct from any consultations carried out regarding changes to public rights of way (although it will be necessary to allude to them in the consultation).



5. Following the public consultation, if the Council resolves to proceed with the project the scoping design be reviewed and any alterations arising from the public consultation be made to produce a stage 2 scoping design.

6. The Clerk to apply for a Lawful development certificate (planning) from RCTCBC, A Flood Risk Assessment Plan (FRAP) from NRW and any other relevant pre-tender permissions and consents using the stage 2 scoping design.

7. Provided the relevant permissions and licenses are obtained, details and any conditions to be added to the scoping design to produce a final scoping design for tender.

8. A suitable tender document to be drawn up using the scoping design.

9. Then project put to tender to facilitate the selection of an appropriate vendor to deliver the project.

10. Council to select a vendor.

Cllr Geraint Hopkins wished the minutes to record that they voted against this motion.

### **2024/043 Reporting lines of the Treno Crossing and Ewenny Bridge Working Group.**

#### **RESOLVED**

That the Treno Crossing and Ewenny Bridge Working Group to report directly to the CIL Committee in the first instance with an acceptance that once the Council has a scoping document that has been approved by the CIL Committee and subsequently by full Council, that the holding of a formal public consultation exercise and consideration of the results will be delegated to the Community Engagement Committee.

### **2024/044 Signing of the agreements and documentation required to arrange the surety cover required for the Sewer diversion (Section 185) agreement for the memorial garden**

#### **RESOLVED**

As required by standing order 23, to authorise via resolution of the Council, the Chair of the Council, Councillor David Evans and Councillor Robert Smith to be authorised to sign (execution of deed) on behalf of the Council as a party to the Section agreement arrange to provide surety cover as part of the



Section 185 agreement with Welsh Water as per the execution block presented in appendix 13.

**2024/045 Extra 'lamp post poppies' for remembrance Sunday 2024**

***RESOLVED***

To purchase 30 large poppies for attaching to lamp-posts in the community. To replace those damaged in 2023. To authorise the officers to spend up to £150 with the Royal British Legion for their supply.

**2024/046 Motion to instruct the Clerk to write to the relevant department of RCTCBC regarding flooding and drainage on the A473 near 'Llanharan Square'.**

***RESOLVED***

The Clerk to write to the relevant department in RCTCBC to request what remedial work is required to the road drains on the A473 adjacent to the High Corner pub and to describe what, if any remedial work is planned over the next 12 months to rectify the situation”.

**2024/047 Planning**

Noted without formal comment.

**2024/048 Urgent information and suggestions to the Clerk for future agenda items.**

None.

There being no further business the meeting closed at 8.10pm

The next scheduled meeting of Full Council will be held on 21<sup>st</sup> March 2024

Councillor David Evans

Chair of Llanharan Community Council



## **LLANHARAN COMMUNITY COUNCIL**

Minutes of the Council meeting held on a hybrid basis (in person and by remote attendance), 7pm on Thursday 18<sup>th</sup> January 2024

*The meeting was held in accordance with:*

**The Local Government and Elections (Wales) Act 2021**

**Members Present:**

**Councillors;** David Evans (Chair), Helen Donnan, Chris Parker, Will Thomas, Neil Feist, Andrea James, Mark Steer, Janine Turner, Joanne Miller, Robert Lewis-Watkin JP, Tracy Allen, Robert Smith.

**Apologies:** None.

**Absent:** Cllr Geraint Hopkins JP, Rhys Jenkins

**Clerk to the Council:** Leigh Smith

**Deputy Clerk/RFO:** Lisa Phillips

4 members of the public.

**2024/001 Welcome and Apologies.**

The Chair welcomed all to the meeting.

**2024/002 Disclosures of personal and/or prejudicial interests.**

Cllr Chris Parker declared a personal and prejudicial interest regarding a grant application from 'the Wimbles' pertaining to agenda item 15 (Minute ref 2024/015) being a committee member of that group.

Cllr Janine Turner declared a personal and prejudicial interest regarding a grant application from 'the Wimbles' pertaining to agenda item 15 (Minute ref 2024/015) being a committee member of that group.



### **2024/003 Public speaking**

A member of the public regarding a matter not listed on the agenda, with reference to Llanharan Football Club.

2 members of the public spoke regarding an item of correspondence contained in agenda item 6, specifically the notice of completion of audit letter for 2018 from Audit Wales.

### **2024/004 Minutes of ordinary meeting 21<sup>st</sup> December 2023**

#### ***RESOLVED***

To approve the draft minutes of the Ordinary meeting of Council held on 21<sup>st</sup> December 2023 as a true and accurate record.

### **2024/005 Action Plan**

Noted

### **2024/006 Correspondence including conclusion of audit notice for 2018**

Noted, including a conclusion of audit notice for 2018

### **2024/007 Crime reports from the Police Community Support Officer (PCSO).**

Noted

### **2024/008 Expenditure for December 2023.**

#### ***RESOLVED***

To approve the expenditure for December 2023 as presented in 'Appendix 5'

### **2024/009 Progress on banking mandate signatories, internet banking signatories and PSDF signatories**

Noted



#### **2024/010 Further costs for the 2023 Christmas dinners**

##### **RESOLVED**

To note final costs for the event and to authorise the officers to pay the LCDP invoice for the 2023 Christmas lunches for £5,344.86

#### **2024/011 Further costs for the 2023 Fireworks event**

##### **RESOLVED**

To note final costs for the event and to authorise the officers to pay the final LCDP invoice for the 2023 Fireworks event for £5,890.10 and to make a virement from general reserves of to account for a budget overspend of £1210.10

At this point Councillor Robert Smith joined the meeting having previously been absent.

#### **2024/012 Fireworks working group**

##### **RESOLVED**

That in future the fireworks working group shall report to the Community Engagement Committee rather than directly to Full Council.

#### **2024/013 Quotations received for the 2024 summer flowers.**

##### **RESOLVED**

The Clerk having attempted to obtain 4 quotations from local reputable suppliers and having received a response from only 1 supplier, furthermore, having regard to the urgent need to place an order imminently to secure supply for summer (to allow growing time), to suspend standing orders/financial regulations in respect of 11.3 of the financial regulations.

In particular:

*11.3. Procedures as to contracts are laid down as follows:*

- a. Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency.....*
- e. When it is intended to enter into a contract for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in Regulation 11.3., where the value:*
  - ii. is less than £45,000 and greater than £1,500 the Proper Officer shall obtain 3 written quotations which clearly detail the priced descriptions of the proposed supply*



## **RESOLVED**

To accept the quotation from Boverton Nurseries of £7747 plus VAT for 2024 summer plants and to authorise the officers to place the order.

## **2024/014 Members reports**

### Cllr Mark Steer

The dog waste bin at the western end of Brynna woods has not been emptied for 3 weeks. I have reported this to RCTCBC. There are no issues regarding access as the work on the Eco-houses site has come to a halt and so there are no contractor vehicles blocking the way. It would be helpful if Community Council staff could empty this bin on a temporary basis.

This morning I met on site with Jason Bragg, RCTCBC Rights of Way Officer and an RCTCBC highways drainage engineer to look at the condition of PSM52/2 which runs along the Eastern edge of Llanharan cemetery. I will report on our discussion to the next meeting of the ORA Committee.

The Brynna Woods sculptures working group has reached a consensus on providing a fairy castle to be installed at the fairy glenn area of the woods. I have asked the Clerk to place an order with a view to installing shortly. I will inform working group members as soon as I know of the installation date.

Organised by the Wildlife trust there will be a series of walks and talks at Brynna woods over the next few weeks and months, I will be giving some talks myself. Once I have information I will circulate it.

Together with Councillor Evans and the Clerk attended Llanharan Primary school last week to inspect the new equipment installed due to the grant provided by the Community Council from CIL funds. I was fascinated to see the process by where the pupils themselves collected ideas and decided what equipment to choose.

### Cllr Joanne Miller

We will need to replace more poppies for 2024 given some have been removed from lampposts and lost. I think about 20 poppies in total.

Councillor Chris Parker left the meeting at this point and did not return.



## **2024/015 Audit Committee meeting held on 16<sup>th</sup> January 2024**

### **RESOLVED**

A2024/006 To approve the bank reconciliations and payments for Quarter 3, 2023 as detailed in Appendix 2 presented to the audit committee.

### **RESOLVED**

A2024/009 To approve the 2024/25 draft budget as presented in appendix 10 and appendix 10a with an expenditure of £278,560

### **RESOLVED**

A2024/009 To apply a 0% increase on the Community Council tax band D rate resulting in a £0 per year increase and a resultant Community Council band D rate of £79.17

### **RESOLVED**

A2024/010 To suspend standing orders/financial regulations in respect of 11.3 of the financial regulations. In particular:

*11.3. Procedures as to contracts are laid down as follows:*

*a. Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency.....*

*e. When it is intended to enter into a contract for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in Regulation 11.3., where the value:*

*iii. is below £1,500 and above £250 the Proper Officer shall strive to obtain 3 estimates of the cost of proposed supply.*

The reason being the Clerk having attempted to source 3 quotations from well-established reputable and experienced internal auditors with a known track record of competence and having been able to identified 2 such auditors whom in their opinion meets the criteria to provide a high-quality service to the Council.

### **RESOLVED**

A2024/010 Following the obtaining of further quotations, to appoint WGW as the internal auditor for 2023/24 and to schedule an internal audit for June 2024.





**RESOLVED**

A2024/011 To grant Llanharan OAP Hall a total of £1,946 comprising £1,546 to cover electricity costs and £400 to cover gas costs.

**RESOLVED**

A2024/012 To grant Llanharan Football Club £495 towards the purchase of the equipment detailed in the application to facilitate the reinstatement of a Saturday 'second' team. Payment to be made subject to the receipt of the following supporting documentation to the satisfaction of the Clerk (these items not considered material to decision making):

- a) The constitution document of the club (including details of the named officers of the club or if this is not included in the constitution document the applicant to annotate the application to show the formal positions of the signatories).
- b) Invoices totalling £900 to show what the previous grant was spent on. (As per Appendix 2 of the application).

**RESOLVED**

A2024/013 General grant application from 'The Wimbles'  
To defer consideration of the general grant application from 'the Wimbles' to a future meeting pending receipt of the following, the items being considered material to decision making:

- a) A signed copy of the application signed by two authorised signatories and stating the names of those signatories.
- b) The group's latest bank statement.
- c) An application with Section A of the form completed detailing what grant aid has been received from the Community Council in the past 3 years. Section A must detail the amount received and the date.
- d) An application with all sections of Appendix two correctly and fully completed to the satisfaction of the Clerk. No invoices being required if the Community Council has purchased and gifted items to the group.

**RESOLVED**

A2024/015 Discharge of recommendation R13 from the most recent internal audit.

Following the recent notification from The Independent Remuneration Panel for Wales (IRPW) regarding taxation guidance for the payment of Council allowances, that each member in receipt of the £156 payment (or part payment) is issued with the relevant letter (to be signed by the member) to evidence a formal arrangement between the council and the councillor and provided that the councillor is not already claiming the allowance against



another source of income then it be treated as exempt from PAYE. This being the case there is no need for payments to be made via the payroll system.

### **RESOLVED**

A2024/016 To adopt the following policy regarding the payment of mandatory costs to Councillors joining the council part way through a year

For any new payment to Councillors who have been elected or co-opted during a Council term:

- The £52 per year for office consumables required to carry out their role be paid in full when or soon after that member signs their declaration of acceptance of office. This to provide funds to assist with any initial costs involved in the member fulfilling their role as well as providing for ongoing office consumables.
- The £156 per year for expenses involved in working from home to be paid on a pro-rata basis at a rate of £3 per week based on the remaining number of weeks until the end of the financial year at the end of April. Should any date fall during a week then for the purposes of calculation the week be counted as a whole week.

### **2024/016 Memorial Garden CIL project Costs**

#### **RESOLVED**

To authorise the officers to spend a total of £2,100 comprising 50% payment of Vale Consultancies invoice 9933 and £750 for unforeseen costs upon receipt of an invoice. Monies to be taken from CIL funds and the CIL 123 list and Active project lists to be updated accordingly.

#### **RESOLVED**

To appoint Howells Solicitors to represent the Council regarding its Section 185 Sewer diversion application with Dwr Cymru Welsh Water (DCWW) and to authorise the Officers to spend up to £1,200 as per the attached estimate with a small contingency for legal fees in relation to the application. Monies to be taken from CIL funds for the memorial garden project.

#### **RESOLVED**

To authorise the officers to arrange the necessary surety cover with a suitable provider up to a maximum value of £1129.13 to cover a 2-year period. This cover being necessary for the S185 Sewer diversion application to DCWW for the memorial garden project. Monies to be taken from CIL funds for the project.



**2024/017 £500 to purchase software to facilitate the development of electronic application forms**

***RESOLVED***

To authorise the officers to spend \$399 dollars per year (or the £ sterling equivalent) if following an investigation into its capabilities, the plugin is felt to serve the purposes for which it would be intended. For the Officer's in consultation with the Chair to proceed to develop draft forms and applications. The relevant committees to have final approval over the format and content of any application forms in the normal way prior to publishing.

**2024/018 £1,500 to make alterations to the Council office to improve security**

***RESOLVED***

To authorise the officers of the Council to spend up to £1,500 to facilitate the fitting of a door latch and CCTV in the office. For a virement to be taken from general reserves and added to the office maintenance line.

**2024/019 Vehicle insurance policy**

***RESOLVED***

To approve payment of £ 2,561.38 for the council's annual vehicle insurance policy.

**2024/020 Planning**

***RESOLVED***

For the Clerk to write to RCTCBC planning department regarding Acolaid case 24/0004/10 to request that the applicant seek professional advice on the lawful removal of Japanese knotweed, being a controlled waste.

**2024/021 Exclusion of press and public**

***RESOLVED***

To exclude the press and public by virtue of the Public Bodies (Admission to Meetings) Act 1960, the press and public to be excluded from the meeting on the basis that with regards to the following agenda item, disclosure thereof



would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.

### **2024/022 Recommendations of HR Committee meeting, 17<sup>th</sup> January 2024**

The HR Committee made no recommendations. The Clerk gave a brief verbal report.

### **2024/023 Spend of £500 to facilitate resolution of a HR matter**

To approve the officers of the Council to pay up to £500 for costs associated with a confidential HR issue. The invoice presented for Caer health plus any ancillary costs that may arise in relation to the matter.

### **2024/024 Urgent information and suggestions to the Clerk for future agenda items.**

None.

There being no further business the meeting closed at 8.20pm

The next scheduled meeting of Full Council will be held on 15<sup>th</sup> February 2024

Councillor David Evans

Chair of the Community Council



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**Councillors;** David Evans (Chair), Chris Parker, Helen Donnan, Will Thomas, Neil Feist, Andrea James, Rhys Jenkins, Mark Steer, Janine Turner, Joanne Miller, Robert Lewis-Watkin JP, Tracy Allen.

**Apologies:** None

**Absent:** Geraint Hopkins JP.

**Clerk to the Council:** Leigh Smith

**Deputy Clerk/RFO:** Lisa Phillips

4 members of the public.

### **2023/288 Welcome and Apologies.**

The Chair welcomed all to the meeting.

### **2023/289 Disclosures of personal and/or prejudicial interests**

Having a joint allotment tenancy, Cllr Neil Feist declared a personal and prejudicial interest in the first 2 items dealt with under agenda item 18 (Minute Ref 2023/205). He left the meeting prior to discussion and resolution of these matters and returned to the meeting immediately afterwards.

Cllr Robert Lewis-Watkin declared a personal interest in a planning application dealt with under agenda item 19 (minute ref 2023/206).

### **2023/290 Co-option to fill casual vacancy.**

Under the process previously resolved and outlined in the paper presented to Council:



**RESOLVED**

Robert Smith to be co-opted onto the council to fill the casual vacancy, subject to the correct signing of their declaration of acceptance of office.

**2023/291 Public speaking**

None

**2023/292 Minutes of ordinary meeting 16<sup>th</sup> November 2023**

**RESOLVED**

To approve the draft minutes of the Ordinary meeting of Council held on 16<sup>th</sup> November 2023 as a true and accurate record.

**2023/293 Action plan**

Noted

**2023/294 Correspondence**

Noted

**2023/295 Crime report**

Noted.

**2023/296 Expenditure October 2023.**

**RESOLVED**

To approve expenditure for November 2023 shown in payment schedule 'Appendix 5'

**2023/297 Income and expenditure for 'The Pantry'.**

Noted.

**2023/298 Progress on banking mandate signatories, internet banking signatories and PSDF signatories.**

Noted

**RESOLVED**

To add Councillor Rhys Jenkins as the third director of the Public Sector Deposit Fund.

**2023/299 Final purchase costs for Christmas Trees**

Noted.



### **2023/300 Final costs for the 2023 Christmas dinners**

Note: LCDP invoice still to be received.

#### ***RESOLVED***

To authorise payment of the following costs:

- Minibus and large bus hire - £160 to Pencoed Travel. (Upon receipt of invoice).
- Donation to Brynnau Primary School to cover bus costs and provide donation - £290
- Donation to Llanharan Primary School - £100

#### ***RESOLVED***

For the Clerk to write to Gill Richards and Anne Davies of Llanharan OAP and Brynna OAP respectively to thank them for their hard work helping to organise the event and to Llanharan RFC for the free use of the hall.

### **2023/301 Final costs for the 2023 fireworks display.**

Note: Valid LCDP invoice still to be received.

#### ***RESOLVED***

To authorise payment of the following costs:

- Cleaning of Welfare hall - £60
- Hire of Welfare hall & grounds - £250 (Upon receipt of invoice).

### **2023/302 Community consultation regarding aspects of the 2023 fireworks display**

#### ***RESOLVED***

To instruct the Clerk to carry out a community consultation regarding aspects of the 2023 fireworks display. The details of which to be decided by the Fireworks working group.



### **2023/303 Specification upon which to obtain quotations for the 2024 summer flowers.**

#### ***RESOLVED***

To add the following to the specification presented to the Council to be used to obtain quotations for 2024.

- Plants to fill the troughs on the village entrance signs. (7 large 1 small troughs) including the purchase of 2 large troughs.

#### ***RESOLVED***

For the Clerk to obtain quotations for a further large hexagonal planter to be presented to the next meeting of the Council.

### **2023/304 Members reports**

#### Cllr Mark Steer

The Network Rail Trenos crossing bridge construction is progressing. They are currently excavating and are looking to complete at the end of March 2024.

#### Cllr David Evans

Persimmon are transferring a section of land to Network Rail for the bridge.

### **2023/305 Recommendations of the ORA Committee meeting held 7<sup>th</sup> December 2023.**

Cllr Neil Feist left the meeting at this point having declared a personal and prejudicial interest.

#### ***RESOLVED***

##### ORA2023/089 Draft 2024 allotment tenancy agreement.

To adopt the draft presented as the tenancy agreement for 2024.

#### ***RESOLVED***

##### ORA2023/090 Allotment fees

To increase fees for a 5 perch plot from £26 a year to £30 a year to commence in January 2025 and for a letter to this effect to be sent to plot-holders giving the required 12 months-notice





Cllr Neil Feist returned to the meeting at this point

***RESOLVED***

ORA2023/091 Adding individuals to long standing tenancy agreements, creating joint tenancies circumstances where this might be considered.

To allow the principle of new joint tenancies under certain circumstances and the Clerk (alone or in conjunction with a working group) to draft a process and application form designed to allow the applicant to demonstrate that the applicant can meet a certain criteria (to be decided) and provide evidence of such. This would include an investigation by the Clerk to attempt to ascertain the validity of the application.

***RESOLVED***

ORA2023/092 Access gate arrangements at Meadow Rise open space.

To instruct the Clerk to obtain quotes to remove both gates and to install suitable staggered barriers at the Western entrance to the Meadow Rise open space following consultation with RCTCBC highways department.

***RESOLVED***

ORA2023/098 Placement of addition benches in the Community following the receipt of formal permission from RCTCBC highways department.

The matter be referred to the CIL Committee for the consideration of the allocation of CIL funds of up to £4,000 for the purchase and fitting of 3 benches at the following locations:

1) Adjacent to Greggs/Ground Control; 2) Adjacent to the Terry's Way/Enterprise Way roundabout; 3) At the junction with Llanharry Road;

and that concurrently;

The officers of the Council be directed to obtain 3 quotations for the 3 benches, (The contract for the fitting of benches already having been resolved) and these costs be presented to the next ORA Committee to select a quotation and to decide the precise location of the benches.

That authority be delegated to the ORA Committee to select a quotation from those provided, authorise the purchase of the benches and the associated fitting costs and to decide the precise location of the benches



**RESOLVED**

ORA2023/099 Condition of the footpath adjacent to Llanharan Cemetery. Specifically the southern end of PSM53/2.

That the Clerk report the condition of the relevant sections of PSM53/2 adjacent to Llanharan cemetery to RCTCBC rights of way department and for the Clerk to write to RCTCBC rights of way to explore options for installing drainage or other options to provide a long term solution for the path.

**2023/306 Planning**

Noted without formal comment.

**2023/307 Exclusion of press and public**

**RESOLVED**

To exclude the press and public by virtue of the Public Bodies (Admission to Meetings) Act 1960, the press and public to be excluded from the meeting on the basis that with regards to agenda items 21, 22 and 23, disclosure thereof would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.

The public were temporarily removed from the meeting.

**2023/308 Terms of Reference HR Committee**

**RESOLVED**

To adopt the terms of reference for the HR Committee

**2023/309 Resolutions and recommendations of HR Committee held 12<sup>th</sup> November 2023 and 21<sup>st</sup> December 2023**

12<sup>th</sup> November 2023

Resolutions of the Committee were noted.

**RESOLVED**

HR2023/020 Course of action with regards to an employment matter affecting an employee of the council.

For the Officer's to carry out steps 1-3 as outlined in the confidential paper presented to Council and for a formal 'medical capability hearing' to be arranged with Cllr Jenkins attending as a minute taker and for a further



meeting of the HR Committee to be arranged in order to consider the outcomes

***RESOLVED***

HR2023/021 Feasibility and details of employing a part time project officer for the financial year 2024/25 and beyond.

To defer the decision until more data is available and/or the Committee has had further time to consider the details with a view to potentially adding to the budget for 2025/26.

***RESOLVED***

HR2023/022 HR Policies

To adopt the following policies as presented as the formal policies of the Council

Appendix 3 – Draft disciplinary policy & procedure V2.

Appendix 4 – Draft equality & diversity policy V2.

Appendix 5 – Draft grievance policy and procedure V2.

Appendix 6 – Draft sickness & absence policy & procedure V2.

Note that the HR Committee meeting scheduled for 21<sup>st</sup> December 2023 was closed immediately, being inquorate.

**2023/310 Written motion to rescind resolution 2023/261 to evict a plot holder from an allotment plot and to consider an alternative course of action.**

Officer's note:

The Clerk advised that the submission of the written motion complied with Standing orders 16, 17 and 21 and therefore rescission of the previous resolution was in-order and lawful.

***RESOLVED***

To rescind a previous resolution of Council, (minute ref 2023/261 to evict a plot-holder from an allotment plot and instead resolving to allow the plot-holder to retain the plot on the following conditions:

- The Clerk draws up an action plan containing specific, achievable and time bound actions to return the plot to an acceptable standard. (This plan to be approved by the Chair of the ORA committee before implementation and updated and formally reviewed by the ORA Committee at each ORA Committee meeting).



- The Clerk to closely monitor the plot to ensure reasonable attendance and cultivation of the plot for the year 2024 and to ensure that the plot does not lapse back into a state of disrepair.
- That the plot-holder commits to meeting the Clerk on site monthly at a mutually convenient time but during standard office hours between 9am and 5.30pm so that progress can be reviewed to the satisfaction of the Clerk. The plot holder's attendance at the plot to be monitored so as far is possible to ensure regular attendance and that the plot is being sufficiently cultivated. Should the plot holder miss any of the agreed meeting dates and times, or any deadlines given in the action plan, and/or the non-cultivation of the plot continues to prove unacceptable then they understand that an eviction process is likely to be instigated under the relevant terms of the tenancy agreement.
- The Clerk to inform the plot-holder verbally as soon as is practicable and issue a letter to the plot-holder superseding the eviction notice already issued and outlining the terms of this proposal (or any amended proposal) with a legally enforceable warning that failure to comply with any deadlines given in the action plan or failure to reasonably attend and cultivate the plot may lead to an eviction process being instigated. The Clerk to suitably word the letter and carry out all actions within their delegated powers as usual.

The public were re-admitted to the meeting.

**2023/311 Urgent information and suggestions to the Clerk for future agenda items.**

None.

There being no further business the meeting closed at 9.00pm

The next scheduled meeting of Full Council will be held on 18<sup>th</sup> January 2024

Councillor David Evans

Chair of Llanharan Community Council



## Llanharan Community Council - Master Action Plan 8.2.2024

Action no	Date added	Category	From	Action	Notes	Status	Owner
2020/232h	19.2.2021	Full Council	ORA	That a draft leaflet/factsheet be produced containing information outlining the rights and responsibilities of landowners, RCT, The Community Council and members of the public.	To be progressed once ROW database progress made.		LS
2020/107	22.1.2021	Full Council	Full Council	Jan full council action - 2020/107 Public Speaking a) A member of the public requested to speak on a matter arising from item 8 – Budget 2021-22 - hanging baskets, planters and Christmas lights. RESOLVED That Officers of the Council will discuss with businesses, in order to gauge public interest in sponsoring council xmas lights.	Not started. This action to be deferred.		LS
2020/118	22.1.2021	Full Council	Full Council	Jan - Full Council action - 2020/118 CorrespondenceThe meeting noted a letter received from a local resident, listing suggestions for possible uses of a piece of land at the bottom of Harold Street, Llanharan. RESOLVED - a) To commission a survey requesting ideas for future usage of the land. b) To follow up with RCT regarding the possibility of the Community Council purchasing or leasing the land.	a) Cannot proceed with survey until land purchase progresses. b) Emailed RCTCBC in May 21 - Response that no decision yet made. Jan 2023 Cllr Evans reports that RCTCBC are now actively considering this for disposal.		LS
2020/231	19.2.2021	Full Council	Full Council	RESOLVED - Officers of the council to develop a Service Level Agreement in collaboration with the LCDP and to arrange annual reporting to members.	In progress		LS
2021/138	31.10.21	Full Council	HR	2021/138 HR Support RESOLVED To delegate authority to spend up to the value of 10 hours of specialist HR support at a cost of £57/hour to the Clerk in relation to the particular issue discussed. And to Delegate authority to spend to the value of up to a further 10 hours at a rate of £57/hour to the HR Committee in relation to the same matter.	In progress. Supported by resolutions Oct 23.		LS
2021/105		Full Council	CIL	2021/105 Method of funding CIL LCC21/14 'RBL Poppy shed'. RESOLVED For Llanharan Community Council to purchase the container and arrange all ancillary works to the value of £19,500 (net) from CIL funds. The Community Council to pay and reclaim the VAT in the usual manner.	Order placed Jan 22. Cabin ready for delivery, awaiting RBL to arrange. Canin delivered June 22. Formal lease required. Some minor works to be completed. Awaiting invoices from RBL.		LS
2021/105		Full Council	CIL	RESOLVED The container to then be leased to the Llanharan branch of the RBL at a peppercorn rent for an appropriate period designed to reflect the useful life of the container (30 years).	Lease to be prepared.		LS

2021/105		Full Council	CIL	RESOLVED Furthermore, that all negotiations with interested parties be delegated to the Officers of the Council in order to produce an appropriate agreement or agreements to be presented before Council for resolution at a later date.			LS
2022/039	18.2.22	Full Council	Audit	RESOLVED The Clerk to take such action as necessary to obtain a price of between £5000 and £3000 for the green tractor. If this price cannot be achieved following a reasonable period following advertising, then the Clerk to return to Council with a further recommendation.	Find logbook Advertise in appropriate channels. On hold pending report on Red tractor and developments RE Cut and collect.		LS
2022/050	18.3.22	Full council	ORA	ORA2022/012 Bridleway PSM40/4, approach to Brynna Woods from Bethlehem view.  RESOLVED That pending formal approval from the landowners, as described in the accompanying paper, a non-slip surface material be overlaid over the asphalt in a 1.5m wide strip from the joint on the drain cover to the joint in the road. The colour to be chosen by the landowner and approval given to spend £450 from CIL funds for the project with the project to be added to the CIL123 list and Active Project list.	Proceed. Booked for completion early October. Clerk to reconfirm with landowner consent given. Consent withdrawn by landowner Oct 22. RCTCBC ROW investigating options. Added to CIL lists  Note: The landowner has withdrawn consent. On hold. Raised with RCTCBC.  Potentially request a letter in pursuance of the above, stating that the CC has received complaints about the suitability of surface for users and will be laying a non-slip material, the CC has been authorised to carry out these works by the Council as the relevant highway authority responsible for the bridleway. Awaiting further resolutions Nov 23 RESOLVED. Clerk obtaining fresh quotations in line with fresh resolution 2023/279 (arising from CIL Committee) and will proceed with the project without further recourse. Budget £1000.		LS
2022/051	18.3.22	Full Council	CIL	RESOLVED That quotations for the repair/replacement for the items identified in the report (Appendix Five presented to CIL Committee Wednesday 9th March 2022) and from subsequent inspections and reports be obtained.	Quote for Legionella actions received June 23, chasing fire report quote. June 23. Capital works all complete. Work on monitoring system to be done.		LS
2022/051	18.3.22	Full Council	CIL	RESOLVED That the responsibility for ensuring statutory compliance for the shower block, including arranging statutory inspections and for the appropriate rectification of any defects identified be taken on by the Clerk. To ensure the compliance with legislation and the maintain the validity of insurance cover.	See 2022/051. Plus adequate documented monitoring regimes to be put in place with audit control. Legionella and Fire RA carried out and all hardware recommendations satisfied. Monitoring regime to be improved.		LS
2022/083	22.4.22	Full Council	Full Council	2022/083 Spend from CIL funds relating to the sewer diversion on the Memorial Garden/Garage project.  RESOLVED To approve a spend of up to £7,500 from CIL funds to allow the Clerk to arrange such work as appropriate. Actual spend to be reported to council monthly in the usual manner.	In progress. Design completed and submitted to RCTCBC SuDs and Welsh Water in June 22. Tender issued July 23. Awaiting formal S187 agreement.		LS
2022/098	20.5.22	Full council	Full Council	To be altered - Minute 2022/090 Welcome and Apologies. Apologies for absence were received from Councillors Janine Turner, Jeff Williams, Helen Donnan and Daniel Morelli. To be altered. Many of those councillors are no longer seated and so this is incorrect.			LS

2022/108	22.5.22	Full council	CIL	2022/108 RCTCBC CIL meeting RESOLVED For the CIL Committee to consider minimum lease qualifying terms with regards to grants for projects on leased land.			
2022/155	22.7.2022	Full council	ORA	RESOLVED Whilst the Community Council cannot charge the public for services at this time, if its staff are to become trained and competent it could offer a 'without prejudice' advisory service to the public where Japanese knotweed appears on private land. And/or keep a list of contractors who may be able to assist private landowners.			
2022/183	30.9.2022	Full council	ORA	RESOLVED That the Clerk refer to the Environment(Wales) Act 2016 – Section 6, Biodiversity duty when preparing the Council's draft strategic action plan, and that the Council's actions with regards to Japanese knotweed, funding of the Wildlife trust and other actions are included as examples of compliance with the duty	Write the action plan.		LS
2022/219e	1.10.2022	Full council	Full council	2022/219e CIL funding for appropriate sculptures at Brynna Woods. RESOLVED To approve a spend of up to £18,000 of CIL funds (and for the project to be added to the CIL 123 list and Active Project list) for the commissioning of decorative sculptures and art works for Brynna Woods.	Ongoing. Working group established.		
2022/205	21.10.2022	Full council	Full council	2022/205 Contract for supply of electricity for lights on 'Jeff's Lane'. RESOLVED To defer this item to a future meeting.			
2022/227	18.11.2022	Full council	CIL	RESOLVED To amend the Council's policy so that in circumstances where a group is not VAT exempt and is not VAT registered, to allow at the council's discretion a grant to include the VAT element.	Add this and other policy items to application form		
2022/233	16.12.2022	Full Council	ORA	RESOLVED PSM32/1 near Gellifedi Road That the Clerk formally write to RCTCBC Rights of Way Officers to request a site meeting to consider PSM31 and PSM32.	The Clerk emailed JB 16th January 2023. Awaiting response. Agreed. LS to obtain residents contact details. JB has agreed to a meeting and will arrange. Received in March - 'the Council is unlikely to pursue legal action over a substantial long-standing obstruction (i.e. of considerable size, worth and requiring major engineering works to remove or to reinstate public passage), a diversion may be considered an acceptable solution in such extenuating circumstances. While we are open to discussions with the landowners, we currently have a small very small team compared to the size of the PRoW network and are prioritising are work/enforcement accordingly. I am happy to arrange a meeting but this unlikely to happy over the coming weeks due to current work load. ' No progress. currently with RCTCBC.		LS

2023/017	20.01.2023	Full Council	Full Council	2023/017 Covid 19 Plaque. RESOLVED £250 to be vired from general reserves in principle for a Covid-19 plaque. Details to be determined at a future meeting.	Councillors to bring proposals to a future meeting.		
2023/018	20.01.2023	Full Council	Full Council	2023/018 Chair's chain of office and updating of Chairperson's board. RESOLVED The Clerk to obtain a quotation from Fattorini's of Birmingham for the refurbishment of the Chair's chain of office and the addition of all Chair's names to the chain or its links. The Council to suspend its standing orders in this matter with regards to the obtaining of 3 quotes given that this is a specialist matter.	the Clerk to send the Chain of office to Fattorinis after the Horticultural show in August to obtain a quote.		
2023/018	20.01.2023	Full Council	Full Council	RESOLVED For a budget of £100 to be allocated via a virement from general reserves and for the authority to spend up to this amount for the purpose of updating the Chairpersons board to be delegate to officers.	Board to be sent to supplier in Bridgend for a quote.		
2023/038	17.02.2023	Full Council	CIL	RESOLVED CIL2022/057 CIL project to refurbish the red telephone box in the square To approve a budget and authorise spend of CIL funds of up to £6200 and provide delegated authority to the Proper Officers to complete the refurbishment of the telephone box. Project to be added to the CIL 123 list and Active project list. The final use of the box to be determined at a later date.	Add to CIL lists. - Added. Lisa to progres order.		LP
2023/041	17.02.2023	Full Council	ORA	RESOLVED ORA2022/060 Urgent items for information or items for future agenda. Future agenda to include training on basic tree safety training for staff and interested members.	Add to future agenda.		
2023/042	17.02.2023	Full Council	Full Council	2023/042 Damaged bench at the bottom of Terry's Way RESOLVED To approve a spend of up to £800 from CIL funds to replace the bench at the bottom of Terry's Way.	Action and add to CIL lists. Completed, check CIL lists updated.		
2023/060	17.3.2023	Full Council	CIL	RESOLVED CIL2023/008 Community garden at Lanley estate. To add provision for a community garden at Lanley estate to the CIL123 list and Active project lists with a provisional budget allocation of £3000 and that the Clerk and interested members carry out further investigations regarding location, design, future maintenance, cost and other factors and that a paper be presented to the CIL committee at a future date.	Added to lists. Awaiting progress.		
2023/060	17.3.2023	Full Council	CIL	RESOLVED CIL2023/009 Picnic benches at Lanley estate. To add provision for 2 picnic benches (one disable friendly) and one standard bench at Lanley estate to the CIL123 list and Active project lists with a CIL budget allocation of £3000 and that the Clerk be authorised to spend up to this amount provided the appropriate permissions etc... are obtained.	Added to lists. Awaiting progress.		



2023/060	17.3.2023	Full Council	CIL	RESOLVED CIL2023/010 CIL application for a community garden at Ynysmaerdy. To approve a CIL application for £2750 for a community garden at Ynysmaerdy from Ynysmaerdy Community Centre and for the project to be added to the CIL123 list and Active Project lists. For the Clerk to make the purchases up to the value of £2750 regarding the project if this is acceptable to the applicant or otherwise to grant the £2750 on the understanding that the presentation of invoices would be required as proof of purchase.	Added to lists. Awaiting progress.		
2023/063	17.3.2023	Full Council	Full council	RESOLVED The Clerk to carry out a more in depth analysis of the SLA's between the Community Council, RCTCBC and LRGT regarding grounds maintenance at Brynna fields and LRGT grounds. Details to be presented to Council at a future date.			
2023/066	17.3.2023	Full Council	Full council	2023/066 Competition in local schools to design the Community Council Van livery.  RESOLVED For a competition to be organised to design the livery of the Community Council Van.	Details required from the Chair		
	19.5.2023	Full Council	AGM	CP to add LP (RFO) to banking mandate and online signatories - and only then change designated person. Additional changes to then follow.	LS to email CP. - emailed 22.5.23		
2023/119	1.6.1823	Full council	CIL	CIL2023/028 CIL application from LCDP RECOMMENDED To grant the application to the value of £16,000 subject the application of a legal charge on the property for a period of 5 years (The Clerk to arrange) and receipt of the formal planning permission certificate.	LCDP informed 5.6.23 Clerk to arrange charge. Emailed Devonlads Talbot Green 13.7.23. Obtained costs Sept 23 to be reported to Committee in November's meeting.		
2023/125	1.6.23	Full council	Full Council	RESOLVED For the Clerk to obtain a Legal Development Certificate with regards to planning permission for the Bridge and its approaches and to confirm permissive development rights and their scope.	Emailed Jim Bailey 6.6.23 again, and planning services 13.7.23. Awaiting scoping design.		
2023/125	1.6.23	Full council	Full Council	RESOLVED Once a scoping design is in place and all parties have given formal consent, a public consultation to be carried out on the use of CIL funds to construct the bridge.	Vale presenting a quotation ready for meeting July 20th 2023. Topo survey and ground investigation reports obtained nov 23, awaiting scoping design from Vale.		
2023/139	16.6.23	Full Council	CIL	RECOMMENDED For the RFO to draw up a cashflow plan for presentation to the Committee, showing current and forecast cashflows and balances.	clerk presented a snapshot in Junes CIL meeting. However a spreadsheet rolling format is required to capture live cashflow. Revised snapshot presented Nov 23		
2023/141	16.6.23	Full Council	HR	2023/141 Recommendations of HR Committee, Tuesday 13th June 2023  RESOLVED That the Senior Grounds-person rate be set to SPC8 on the NJC pay-scale.	Clerk to proceed with recruitment. Interviews scheduled for July 6th 2023. appointment made. Clerk to draw up and issue a contract.		

2023/142	16.6.23	Full Council	ORA	RESOLVED ORA2023/038 Placement of additional benches from Bryncae to 'The Square'. That 4 addition benches be purchased and sited in the following locations. 1) Adjacent to Greggs/Ground Control 2) Adjacent to the Terry's Way/Enterprise Way roundabout , 3) At the junction with Llanharry Road, 4) On the square near to the junction with Hillside Avenue. That CIL funds be used, the Clerk to enquire with RCT highways on the specifics of each location and to obtain permission to site benches and present findings and costs to the ORA Committee.	Wrote to Terry Evans 13.7.23 acknowledgement received, awaiting response. Chased Sept 23. Locations approved RCTCBC Nov 23. Matter to be referred to the CIL Committee.		
2023/142	16.6.23	Full Council	ORA	RESOLVED ORA2023/039 Signage for allotment site gates That the officers be authorised to spend up to £400 for signage for the allotment gates and sites.	To be decided upon and ordered with evidence showing best value.		
2023/142	16.6.23	Full Council	ORA	RESOLVED ORA2023/041 Replacement way-marker for RAN 4/1 and RAN 3/2, and broken stile RAN3/2 For the Council to fund a replacement of the way-marker at RAN4/1 and 3/2, and to replace the broken stile on RAN3/2 with a self-closing gate. To be funded from CIL funds (pending approval from RCT CIL dept). the Clerk to obtain costs to be presented to Council.	Awaiting details of type and dimentions of required gat and consent from landowner.		
2023/142	16.6.23	Full Council	ORA	For the Clerk to be authorised to approach the relevant landowners to obtain permission for the Council to replace the way-marker and to replace the stile with a self-closing gate and to arrange access accordingly.	Clerk wrote to 3 x landowners 25.9.23. Awaiting responses. Response recieved from 1, awaiting response from other. Have telephoned second landowner but awaiting response.		
2023/142	16.6.23	Full Council	ORA	RESOLVED ORA2023/042 Cut and collect techniques The Officers carry out a cost benefit exercise on the proposal to use cut and collect techniques on Council land	Awaiting information on the potential for a grant to purchase equipment from Rachel Carter ref 2013/225. Note Emailed RC on 25.9.23 to seek help on what equipment req and what funding might be available.Cllr Steer carrying out further investigations.		
2023/143	16.6.23	Full Council	Full Council	RESOLVED When the changing of the 'Primary contact' on the Barclays accounts is resolved, the RFO, Lisa Phillips will initially be added to all mandates and permissions. (Officers to have raising but not approval access to accounts). Only then will the process of altering the other named persons begin. This matter to be kept on the agenda until resolved	Mandate updated. Await Internet banking access for mandate holders		LP
2023/143	16.6.23	Full Council	Full Council	RESOLVED The following people will subsequently be added to the Barclays accounts mandates and permissions and all other Councillors names removed:  David Evans, Chris Parker, Robert Lewis-Watkin	This item cannot be started until the action above is completed.		LP
2023/143	16.6.23	Full Council	Full Council	RESOLVED To add the RFO, Lisa Phillips to the Barclaycard account as the Authorised Officer. This matter to be kept on the agenda until resolved.	Awaiting action from Councillors.		LP
2023/143	16.6.23	Full Council	Full Council	RESOLVED For the following people to be named as directors of the PSDF accounts, all other names to be removed Councillor David Evans, Councillor Helen Donnan. Lisa Phillips to be named as a director provided her access can be limited to raising transactions only. Should this not be possible then further directors will need to be considered.	Cllr David Evans and Helen Donnan now added. A third director will need to be added to replace Lisa Phillips (RFO).		LP

2023/164	30.6.23	Full Council	Full Council	<p>2023/164 To supersede resolution 2023/140 and to consider the grant amount for the Llanharan OAP hall refurbishment.</p> <p>RESOLVED</p> <p>Pending the presentation to the Clerk of a planning permission certificate or a Legal development certificate, To grant £74,925 to Llanharan OAP association from CIL funds comprising the quoted £71,357 cost of the works plus a 5% contingency. The Clerk to investigate the legality of placing a charge of £60,000 on the property for a period of 5 years and to report back the status of this matter to council. The grant to be made regardless of the outcome of the matter of a legal charge being placed on the building.</p>	<p>Clerk met with JM of Llan OAP and explained provision for LDC and process. Awaiting LDC document. LDC received, project underway and funds being accessed.</p> <p>Clerk to investigate placing a charge. Costs obtained from Devonalds. Costs presented to Nov 23 meeting of CIL Committee.</p>		
2023/185	21.7.23	Full Council	CEG	<p>RESOLVED</p> <p>For the Community Council to pay for the hall to be cleaned the Monday following the (fireworks) event (Officer's note: Est cost £45 based on 3 hours).</p>	2023/185		
2023/186	21.7.23	Full Council	CIL	<p>RESOLVED</p> <p>CIL2023/056 Further consideration of a CIL application from LRGT ref provision of a MUGA on the land adjacent to Bryncae Community Centre.</p> <p>That the matter be deferred to a future meeting of the CIL Committee to allow further informal negotiations to take place. The results of any negotiations to be confirmed in writing via the Clerk and reported to the Committee.</p>	Cllr Evans holding informal negotiations.		
2023/188	21.7.23	Full Council	Audit	<p>RESOLVED</p> <p>To accept the recommendations of the Clerk (Summarised below) with the following amendments:</p> <p>R13 deferred to a future meeting of the audit Committee to allow further investigation</p> <p>R9 for the Clerk and Chair of the audit committee to be satisfied with the detail of financial information received from LCDP and The Wildlife trust prior to the matter being added to the Council agenda and for the information provided to specify exactly what the granted funds were spent on in the previous year and what they will be spent on in the upcoming year.</p> <p>R10 The Clerk to communicate with Councillors that should they wish to NOT participate in any vote they must state this clearly during the meeting and request that this fact be minuted.</p>	<p>R13 - Obtain further advice</p> <p>R9 - LCDP and Wildlife trust informed and provided with forms - Completed.</p> <p>R10 -Email sent 1.8.23 Completed.</p>		
2023/194	21.7.23	Full Council	Full Council	<p>2023/194 Discharge of condition 34 (Sustainable Development Strategy) of 10/0845/34 (insofar that it relates to Phases 3 and 4).   LAND AT FORMER OPEN CAST COAL SITE AND LAND TO THE NORTH OF THE A473, LLANILID (PHASE 3 &amp; 4)</p> <p>RESOLVED</p> <p>For the Clerk to write to RCTCBC planning department to ascertain whether the following two aspects of development quoted in the SDS are going ahead:</p> <ul style="list-style-type: none"> <li>• The section of 'bypass' from the County Boundary to the Dragon studio roundabout (ie, the section of road proposed to eliminate the necessity to drive along 'Cow's Corner').</li> <li>• ... to the current Llanharan road being transformed into a pedestrian and cycle underpass.</li> <li>• If so then the SDS appears to be valid.</li> <li>• If either or both are no longer planned, then the Community Council writes to RCTCBC planning to object to the discharge of condition 34 (Sustainable development strategy) and any other conditions where these aspects are quoted in mitigation.</li> </ul>	<p>Emailled RCT planning 27.7.23. As of 1.9.23 Holding responses received but no definitive responses. LS nudged 19.9.23</p>		

2023/225	22.9.22	Full Council	ORA	<p>2023/225 ORA Committee meeting held on 25th July 2023</p> <p>RESOLVED Ref 2023/041 from action plan, (ORA2023/011) Improvements to a section Danygraig Road. The Clerk to add to the next agenda of the ORA committee to follow up and to request an update from Cllr Turner.</p>	Add to next ORA agenda. Clerk to contact Cllr Turner RE progress. Cllr Steer to meet Terry Evans on site early February 2024. Cllr Steer to pickup.		
2023/226	22.9.23	Full Council	CIL	<p>RESOLVED CIL2023/077 CIL application from LCDP regarding development of a 'Community Hub'. To defer consideration of the application pending the receipt of a business plan to supplement the application.</p>	Resubmit new application when received to CIL Comm.		
2023/226	22.9.23	Full Council	CIL	<p>RESOLVED CIL2023/079 CIL funds to carry out maintenance to the Oakbrook skatepark and Mountain Hare playpark. That the proper officers be authorised to spend £3,320 of CIL funds to carry out maintenance on the Oakbrook skatepark and Mountain Hare play park as per the quotation provided. The Clerk having unsuccessfully attempted to obtain 3 quotes and the work being specialist in nature and reasonably urgent.</p>	Jerry Widas (Urban Creations) undertaking work in Sept/Oct. Mountain Hare work complete, Oakbrook working pending, waiting for materials. Oct 23.		
2023/233	22.9.23	Full Council	Full Council	<p>2023/233 Quotations for the taking down of Summer hanging baskets and erection and subsequent removal of Christmas Trees, Christmas motifs etc...</p> <p>RESOLVED To award a 1-year contract to Centregreat on the terms and prices provided. To approve the spend accordingly with a 5% contingency, namely: £13,189 for 2023.</p> <p>RESOLVED The Clerk to carry out a tender process to provide the taking down Summer hanging baskets and erection and subsequent removal of Christmas Trees, Christmas motifs etc... for a 3 year period, years 2024 to 2026.</p> <p>RESOLVED To authorise the Proper Officers to spend up to £1,000 of CIL funds in order to retrofit lamp post timers as required to allow the placement of Christmas motifs.</p>	<p>Centregreat informed.</p> <p>Clerk to arrange formal tender.</p> <p>Retrofitting of timers arranged and invoice to be provided by RCTCBC</p>		
2023/243	24.10.23	Full Council	Full Council	<p>2023/243 Wildlife Trust of South and West Wales general grant application</p> <p>RESOLVED To grant £10,000 to The Wildlife Trust for South and West Wales for financial year 2023/24 for the reasons set out in the application submitted. (Summarised as, to support staffing costs for guided walks, tools training and equipment for volunteers, surveys and monitoring, infrastructure maintenance and provision of an interpretation board)</p>	Obtain invoice and pay.	Await invoice	LP

2023/254	24.10.23	Full Council	Full Council	<p>2023/254 Recommendations of ORA Committee meeting, 3rd October 2023</p> <p>RESOLVED</p> <p>ORA2023/071 Quotations to fell trees at Meadow Rise open space and Bridgend Road allotment site.</p> <p>To accept the quote from Miskin Tree Services to carry out work identified in the tree survey in February 2023 and to fell the extra tree identified that overhang the public highway.</p> <p>To accept the quote from Miskin Tree services to carry out the work identified to fell and to cap the tree on Pam Evan's allotment plot and to fell and cap the trees on the adjacent plot.</p> <p>Further quotations were not obtained due to the fact that the work is considered relatively specialist, the quality of the vendor's work being known as satisfactory, and the prices obtained being considered reasonable.</p> <p>To authorise the proper officers to engage Miskin tree services and spend up to £2,000 which includes a £100 contingency for any unforeseen extra ancillary costs.</p>	<p>engage contractor and carry out work.</p> <p>Note: contractor engaged 24.10.23 - Will program work in coming weeks/months.</p>		LS
2023/266	17.11.2023	Full Council	Full Council	<p>RESOLVED</p> <ul style="list-style-type: none"> <li>• For all Councillors set their screen-name as "Cllr firstname secondname" or the Welsh equivalent prior to the meeting starting. The Clerk to facilitate this if necessary.</li> <li>• For the screen-name for the meeting to be amended so far as possible to include the names of Councillors present.</li> <li>• For Councillors attending in person to be provided with a place card with their name on.</li> <li>• For all Councillors to remain muted until invited to speak by the Chair of the meeting.</li> </ul>	<p>Order place name cards and print for all members. Ordered 17.11.23 Amazon.</p> <p>Print and issue new public participation rules (and publish online)</p>		LS
2023/275	17.11.2023	Full Council	Audit	<p>RESOLVED</p> <p>A2023/024 To approve the draft revised financial regulations, version 4 on the following basis:</p> <p>a) That for clause 2.1, the red text be adopted as the final wording of the clause. That is, On a regular basis, at least once in each quarter, and at each financial year end, the Audit Committee shall be presented with bank reconciliations for all accounts produced by the RFO. The RFO will highlight any unreconciled items or other anomalies. The Committee shall, by resolution approve the reconciliations as evidence of verification.</p> <p>b) That for clause 11.3 e) the values in green text be adopted as the final wording of the clause. That is,</p> <p>i. is £45,000 or greater, a formal tendering process must be followed as set out in Regulation 12</p> <p>ii. is less than £45,000 and greater than £1,500 the Proper Officer shall obtain 3 written quotations which clearly detail the priced descriptions of the proposed supply.</p> <p>iii. is below £1,500 and above £250 the Proper Officer shall strive to obtain 3 estimates of the cost of proposed supply.</p> <p>iv. Otherwise, Regulation 10.3 shall apply</p>	<p>Issue new financial regulations: Note the regulations take effect from the date of this resolution. (16.11.23)</p>		LS
2023/275	17.11.2023	Full Council	Audit	<p>NOT RESOLVED</p> <p>To appoint KLG Services as the internal auditor for 2023/24 and to schedule an internal audit for June 2024. The matter to be deferred to a future meeting.</p>	<p>Obtain quotations x 3 and represent to Audit then Council.</p>		LS

2023/277	17.11.2023	Full Council	Full Council	<p>2023/277 Purchase of Christmas trees</p> <p>RESOLVED</p> <p>The officers authorised to spend up to £1,900 comprising £1862 as per the cheapest quote provided to date plus a small contingency. This authorisation is valid provided that no further quotations received before ordering are more than 10% cheaper than £1862 and</p>	<p>If no further quotes received by 21.11.23 place order.</p> <p>Save evidence of quotations request and quotes on file.</p>		LS
2023/279	17.11.2023	Full Council	CIL	<p>RESOLVED</p> <p>To defer the matter of considering costs for placing a legal charge on properties to a future meeting to allow further investigation to take place.</p>	<p>Investigation RE legality of placing charge on RCT property via a grant application from a third party (Llanharan OAP). Contact RCTCBC and seek further legal opinion. Check insurance cover. Clerk has contacted RCT, awaiting response. Dec 23.</p>		LS
2023/279	17.11.2023	Full Council	CIL	<p>RESOLVED</p> <p>That the final use and interior for the K6 telephone box be determined as a defibrillator housing with the associated internal and external fittings and configuration. This option being considered an appropriate use of the kiosk remaining relatively maintenance-free, would not require curating and would be in keeping with the signage that would be fitted in the vision panels. Total cost estimated at £5,200.</p>	<p>Inform supplier and process.</p>		LP
2023/279	17.11.2023	Full Council	CIL	<p>RESOLVED</p> <p>To defer the matter of approving spend from CIL, and other arrangements associated with the Section 185 agreement to be made with Dwr Cymry/Welsh Water regarding the sewer diversion on the Memorial Garden to a future meeting, pending the receipt of information requested from Vale consultancies.</p>	<p>Continue to chase Vale for relevant information. And arrange surety provider. Nov 23 Solicitor and Surety quote obtained. Submitted to FC in Jan 24 meeting.</p>		LS
2023/279	17.11.2023	Full Council	CIL	<p>RESOLVED</p> <p>To approve updated costs from CIL associated with the scoping design for the proposed Ewenny stream bridge and to authorise officers to spend up to £5000 to produce the scoping design. Comprising £4250 quoted plus £750 contingency for any extra work (billable at £90/hour). To supersede resolution 2023/191 giving authorisation for up to £4,000 of spend.</p>	<p>Pay Utilimap and SW Ground service invoices, monitor cost of Vale invoice. Awaiting draft scoping design from Vale. Met with Vale and in principle agreed change of approach. See email and action plan Jan 23. Awaiting arrangement of Jan/Early Feb WG meeting.</p>		LS
2023/279	17.11.2023	Full Council	CIL	<p>RESOLVED</p> <p>To allocate funds and reintroduce project LCC22/04 'Improvements to equestrian access on Bridleway PSM40/4 Bethlem view to Brynna Woods' to the Active Project list and to proceed with the project and authorise officers to spend up to £1,000 of CIL funds.</p>	<p>Obtain 3 quotes and proceed. Write to potential landowners to inform. Note: Have sent for 3 quotes: MT Tarmac, Mid Glam construction, Eric Averill. Awaiting quotations</p>		LS
2023/286	17.11.2023	Full Council	Full Council	<p>2023/286 Venues and other arrangements for future Council meetings.</p> <p>RESOLVED</p> <p>For the Clerk to investigate the feasibility of holding hybrid meetings at other locations and to present a paper to a future meeting of the Council.</p>			LS
2023/290	22.12.2023	Full Council	Full Council	<p>2023/290 Co-option to fill casual vacancy.</p> <p>Under the process previously resolved and outlined in the paper presented to Council:</p> <p>RESOLVED</p> <p>Robert Smith to be co-opted onto the council to fill the casual vacancy, subject</p>	<p>Provide induction.</p> <p>Obtain signed declaration of acceptance. - Done</p> <p>Obtain signed information form -</p> <p>Obtain signed register of interests form -</p>		LS

2023/298	22.12.2023	Full Council	Full Council	<p>2023/298 Progress on banking mandate signatories, internet banking signatories and PSDF signatories.</p> <p>Noted</p> <p>RESOLVED</p> <p>To add Councillor Rhys Jenkins as the third director of the Public Sector Deposit Fund.</p>	Add Rhys Jenkins as 3rd director. Application form populated, await sign off by signatories		LP
2023/300	22.12.2023	Full Council	Full Council	<p>RESOLVED</p> <p>For the Clerk to write to Gill Richards and Anne Davies of Llanharan OAP and Brynna OAP respectively to thank them for their hard work helping to organise the event and to Llanharan RFC for the free use of the hall</p>	Write and deliver x 3 letters		LS
2023/302	22.12.2023	Full Council	Full Council	<p>2023/302 Community consultation regarding aspects of the 2023 fireworks display</p> <p>RESOLVED</p> <p>To instruct the Clerk to carry out a community consultation regarding aspects of the 2023 fireworks display. The details of which to be decided by the Fireworks working group.</p>	Clerk to liaise with Fireworks group and publish poll. FW Group provided details. Clerk to issue.		LS
2023/303	22.12.2023	Full Council	Full Council	<p>2023/303 Specification upon which to obtain quotations for the 2024 summer flowers.</p> <p>RESOLVED</p> <p>To add the following to the specification presented to the Council to be used to obtain quotations for 2024.</p> <ul style="list-style-type: none"> <li>Plants to fill the troughs on the village entrance signs. (7 large 1 small troughs) including the purchase of 2 large troughs.</li> </ul> <p>RESOLVED</p> <p>For the Clerk to obtain quotations for a further large hexagonal planter to be presented to the next meeting of the Council.</p>	Obtain quotes and present to FC		LS
2023/205	22.12.2023	Full Council	ORA	<p>RESOLVED</p> <p>ORA2023/089 Draft 2024 allotment tenancy agreement.</p> <p>To adopt the draft presented as the tenancy agreement for 2024.</p>	To send to all tenants. Due to be sent late Jan 24.		LS

2023/205	22.12.2023	Full Council	ORA	RESOLVED ORA2023/091 Adding individuals to long standing tenancy agreements, creating joint tenancies circumstances where this might be considered. To allow the principle of new joint tenancies under certain circumstances and the Clerk (alone or in conjunction with a working group) to draft a process and application form designed to allow the applicant to demonstrate that the applicant can meet a certain criteria (to be decided) and provide evidence of such. This would include an investigation by the Clerk to attempt to ascertain the validity of the application.	Clerk to draw up draft process map		LS
2023/205	22.12.2023	Full Council	ORA	RESOLVED ORA2023/092 Access gate arrangements at Meadow Rise open space. To instruct the Clerk to obtain quotes to remove both gates and to install suitable staggered barriers at the Western entrance to the Meadow Rise open space following consultation with RCTCBC highways department			
2023/205	22.12.2023	Full Council	ORA	RESOLVED ORA2023/098 Placement of addition benches in the Community following the receipt of formal permission from RCTCBC highways department. The matter be referred to the CIL Committee for the consideration of the allocation of CIL funds of up to £4,000 for the purchase and fitting of 3 benches at the following locations: 1) Adjacent to Greggs/Ground Control; 2) Adjacent to the Terry's Way/Enterprise Way roundabout; 3) At the junction with Llanharry Road; and that concurrently; The officers of the Council be directed to obtain 3 quotations for the 3 benches, (The contract for the fitting of benches already having been resolved) and these costs be presented to the next ORA Committee to select a quotation and to decide the precise location of the benches. That authority be delegated to the ORA Committee to select a quotation from those provided, authorise the purchase of the benches and the associated fitting costs and to decide the precise location of the benches	Present quotes to ORA.		LS
2023/205	22.12.2023	Full Council	ORA	RESOLVED ORA2023/099 Condition of the footpath adjacent to Llanharan Cemetery. Specifically the southern end of PSM53/2. That the Clerk report the condition of the relevant sections of PSM53/2 adjacent to Llanharan cemetery to RCTCBC rights of way department and for the Clerk to write to RCTCBC rights of way to explore options for installing drainage or other options to provide a long term solution for the path.	Engage with Jason Bragg. Emailed Dec 23. Response received. Meeting arranged with ROW and highways engineers Jan 24. Cllr Steer attended will report to ORA.		LS
2023/208	22.12.2023	Full Council	HR	2023/208 Terms of Reference HR Committee RESOLVED To adopt the terms of reference for the HR Committee	Publish and put on website.		LS
2023/209	22.12.2023	Full Council	HR	RESOLVED HR2023/020 Course of action with regards to an employment matter affecting an employee of the council. For the Officer's to carry out steps 1-3 as outlined in the confidential paper presented to Council and for a formal 'medical capability hearing' to be arranged with Cllr Jenkins attending as a minute taker and for a further meeting of the HR Committee to be arranged in order to consider the outcomes			LS



2023/209	22.12.2023	Full Council	HR	HR2023/021 Feasibility and details of employing a part time project officer for the financial year 2024/25 and beyond. RECOMMENDED To defer the decision until more data is available and/or the Committee has had further time to consider the details with a view to potentially adding to the budget for 2025/26.			LS
2023/209	22.12.2023	Full Council	HR	RESOLVED HR2023/022 HR Policies To adopt the following policies as presented as the formal policies of the Council Appendix 3 – Draft disciplinary policy & procedure V2. Appendix 4 – Draft equality & diversity policy V2. Appendix 5 – Draft grievance policy and procedure V2. Appendix 6 – Draft sickness & absence policy & procedure V2.	Put in sharepoint and add to website and issue to staff		LS
2023/210	22.12.2023	Full Council	Full Council	RESOLVED To rescind a previous resolution of Council, (minute ref 2023/261 to evict a plot-holder from an allotment plot and instead resolving to allow the plot-holder to retain the plot on the following conditions: •The Clerk draws up an action plan containing specific, achievable and time bound actions to return the plot to an acceptable standard. (This plan to be approved by the Chair of the ORA committee before implementation and updated and formally reviewed by the ORA Committee at each ORA Committee meeting). • The Clerk to closely monitor the plot to ensure reasonable attendance and cultivation of the plot for the year 2024 and to ensure that the plot does not lapse back into a state of disrepair. •That the plot-holder commits to meeting the Clerk on site monthly at a mutually convenient time but during standard office hours between 9am and 5.30pm so that progress can be reviewed to the satisfaction of the Clerk. The plot holder's attendance at the plot to be monitored so as far as possible to ensure regular attendance and that the plot is being sufficiently cultivated. Should the plot holder miss any of the agreed meeting dates and times, or any deadlines given in the action plan, and/or the non-cultivation of the plot continues to prove unacceptable then they understand that an eviction process is likely to be instigated under the relevant terms of the tenancy agreement. •The Clerk to inform the plot-holder verbally as soon as is practicable and issue a letter to the plot-holder superseding the eviction notice already issued and outlining the terms of this proposal (or any amended proposal) with a legally enforceable warning that failure to comply with any deadlines given in the action plan or failure to reasonably attend and cultivate the plot may lead to an eviction process being instigated. The Clerk to suitably word the letter and carry out all actions within their delegated powers as usual	Draw up action plan. Site visit taken place and notes and photographs taken. Plan under construction.		LS
	19.01.2024	Full Council	Full Council	No resolution - The Clerk to arrange for quotations for 2 large troughs and a large octagonal planter at a later date. Quotes to be presented to FC.	Obtain quotes and present to FC.		LS
2024/010	19.01.2024	Full Council	Full Council	2024/010 Further costs for the 2023 Christmas dinners RESOLVED To note final costs for the event and to authorise the officers to pay the LCDP invoice for the 2023 Christmas lunches for £5,344.86	Pay and inform vendor		LP
2024/011	19.01.2024	Full Council	Full Council	2024/011 Further costs for the 2023 Fireworks event RESOLVED To note final costs for the event and to authorise the officers to pay the final LCDP invoice for the 2023 Fireworks event for £5,890.10 and to make a virement from general reserves of to account for a budget overspend of £1210.10	Pay and inform vendor		LP

2024/015	19.01.2024	Full Council	Full Council	RESOLVED A2024/010 Following the obtaining of further quotations, to appoint WGW as the internal auditor for 2023/24 and to schedule an internal audit for June 2024.	Inform WGW - LS Completed. Inform KLG - LS Completed. Arrange audit dates - LP		
2024/015	19.01.2024	Full Council	Full Council	RESOLVED A2024/011 To grant Llanharan OAP Hall a total of £1,946 comprising £1,546 to cover electricity costs and £400 to cover gas costs	Pay and inform applicant		LP
2024/015	19.01.2024	Full Council	Full Council	RESOLVED A2024/012 To grant Llanharan Football Club £495 towards the purchase of the equipment detailed in the application to facilitate the reinstatement of a Saturday 'second' team. Payment to be made subject to the receipt of the following supporting documentation to the satisfaction of the Clerk (these items not considered material to decision making): a) The constitution document of the club (including details of the named officers of the club or if this is not included in the constitution document the applicant to annotate the application to show the formal positions of the signatories). b) Invoices totalling £900 to show what the previous grant was spent on. (As per Appendix 2 of the application).	Inform applicant. Note: Informed. Clerk to provide assistance and put on agenda of Feb 24 meeting.		LS
2024/015	19.01.2024	Full Council	Full Council	RESOLVED A2024/013 General grant application from 'The Wimbles' To defer consideration of the general grant application from 'the Wimbles' to a future meeting pending receipt of the following, the items being considered material to decision making: a) A signed copy of the application signed by two authorised signatories and stating the names of those signatories. b) The group's latest bank statement. c) An application with Section A of the form completed detailing what grant aid has been received from the Community Council in the past 3 years. Section A must detail the amount received and the date. d) An application with all sections of Appendix two correctly and fully completed to the satisfaction of the Clerk. No invoices being required if the Community Council has purchased and gifted items to the group.	Inform applicant. Clerk to check any items already received and provide feedback to applicant. Check chair audit review date.		LS
2024/015	19.01.2024	Full Council	Full Council	RESOLVED A2024/015 Discharge of recommendation R13 from the most recent internal audit. Following the recent notification from The Independent Remuneration Panel for Wales (IRPW) regarding taxation guidance for the payment of Council allowances, that each member in receipt of the £156 payment (or part payment) is issued with the relevant letter (to be signed by the member) to evidence a formal arrangement between the council and the councillor and provided that the councillor is not already claiming the allowance against another source of income then it be treated as exempt from PAYE. This being the case there is no need for payments to be made via the payroll system.	Letters to be drawn up - LS Letters to be sent, signed and returned and filed - LP		

2024/015	19.01.2024	Full Council	Full Council	<p>RESOLVED</p> <p>A2024/016 To adopt the following policy regarding the payment of mandatory costs to Councillors joining the council part way through a year</p> <p>For any new payment to Councillors who have been elected or co-opted during a Council term:</p> <ul style="list-style-type: none"> <li>• The £52 per year for office consumables required to carry out their role be paid in full when or soon after that member signs their declaration of acceptance of office. This to provide funds to assist with any initial costs involved in the member fulfilling their role as well as providing for ongoing office consumables.</li> <li>• The £156 per year for expenses involved in working from home to be paid on a pro-rata basis at a rate of £3 per week based on the remaining number of weeks until the end of the financial year.at the end of April. Should any date fall during a week then for the purposes of calculation the week be counted as a whole week.</li> </ul>	Calculate, pay and inform recipient		LP
2024/016	19.01.2024	Full Council	Full Council	<p>2024/016 Memorial Garden CIL project Costs</p> <p>RESOLVED</p> <p>To authorise the officers to spend a total of £2,100 comprising 50% payment of Vale Consultancies invoice 9933 and £750 for unforeseen costs upon receipt of an invoice. Monies to be taken from CIL funds and the CIL 123 list and Active project lists to be updated accordingly.</p>			LP
2024/016	19.01.2024	Full Council	Full Council	<p>2024/016 Memorial Garden CIL project Costs</p> <p>RESOLVED</p> <p>To appoint Howells Solicitors to represent the Council regarding its Section 185 Sewer diversion application with Dwr Cymru Welsh Water (DCWW) and to authorise the Officers to spend up to £1,200 as per the attached estimate with a small contingency for legal fees in relation to the application. Monies to be taken from CIL funds for the memorial garden project.</p>	LS to inform and progress. Note: LS provided details to Vale.		LS
2024/016	19.01.2024	Full Council	Full Council	<p>2024/016 Memorial Garden CIL project Costs</p> <p>RESOLVED</p> <p>To authorise the officers to arrange the necessary surety cover with a suitable provider up to a maximum value of £1129.13 to cover a 2-year period. This cover being necessary for the S185 Sewer diversion application to DCWW for the memorial garden project. Monies to be taken from CIL funds for the project.</p>	Fresh, more specifically worded resolution being brought to FC Feb 24. This action to be superceded.	Completed	LS
2024/017	19.01.2024	Full Council	Full Council	<p>2024/017 £500 to purchase software to facilitate the development of electronic application forms</p> <p>RESOLVED</p> <p>To authorise the officers to spend \$399 dollars per year (or the £ sterling equivalent) if following an investigation into its capabilities, the plugin is felt to serve the purposes for which it would be intended. For the Officer's in consultation with the Chair to proceed to develop draft forms and applications. The relevant committees to have final approval over the format and content of any application forms in the normal way prior to publishing.</p>	DE to advise		LS

2024/018	19.01.2024	Full Council	Full Council	2024/018 £1,500 to make alterations to the Council office to improve security  RESOLVED To authorise the officers of the Council to spend up to £1,500 to facilitate the fitting of a door latch and CCTV in the office. For a virement to be taken from general reserves and added to the office maintenance line			LS
2024/019	19.01.2024	Full Council	Full Council	2024/019 Vehicle insurance policy  RESOLVED To approve payment of £ 2,561.38 for the council's annual vehicle insurance policy.	Paid	Completed	LS
2024/020	19.01.2024	Full Council	Full Council	2024/020 Planning  RESOLVED For the Clerk to write to RCTCBC planning department regarding Acolaid case 24/0004/10 to request that the applicant seek professional advice on the lawful removal of Japanese knotweed, being a controlled waste.		Completed	LS
2024/023	19.01.2024	Full Council	Full Council	2024/023 Spend of £500 to facilitate resolution of a HR matter  To approve the officers of the Council to pay up to £500 for costs associated with a confidential HR issue. The invoice presented for Caer health plus any ancillary costs that may arise in relation to the matter.			LS

**From:** [Deryck Evans](#)  
**To:** [The Clerk](#)  
**Subject:** FW: Llanharan Community Council - Audit letter updated  
**Date:** 30 January 2024 16:04:51  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[DE-LCC1123update.docx](#)

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**From:** Deryck Evans  
**Sent:** Friday, January 26, 2024 3:49 PM  
**To:** clerk@Llanharancc.co.uk  
**Cc:** Richard Harries <Richard.Harries@audit.wales>  
**Subject:** Llanharan Community Council - Audit letter updated

Good afternoon Leigh

Following the issue of our audit letter late last year, we have received subsequent correspondence and additional information. In addition, I inadvertently sent a copy of the letter that named individuals. We identify individuals in our drafts to ensure we are referring of the correct individuals and usually anonymise the reports before issue. Unfortunately, I sent the final draft through before anonymising the letter.

We have therefore updated our letter as attached. The overall message does not change but we have taken the opportunity to clarify some of the text.

It was also highlighted that you have replaced Mrs Rees as clerk. I have updated our records accordingly.

If you have any questions, please let me know.

Kind regards

**Deryck Evans**

Rheolwr Archwilio - Tîm Astudiaethau Ymchwiliol || Audit Manager – Investigative Studies Team ||  
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Ysgrifennwch atom yn Gymraeg neu'n Saesneg  
Please write to us in Welsh or English

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**Reference:** DE-LCC1123

**Date issued:** 14 November 2023

Dear Leigh

## Llanharan Community Council – Audit of accounts 2018-19

### Completion of audit

- 1 We have completed our audit work for the 2018-19 accounts. During the course of the audit we identified significant deficiencies in the Council's procurement of a number of contracts.
- 2 We have considered the events surrounding these contracts and taken into account the Council's procurement arrangements for other contracts. Based on our work we concluded that these matters should be reported to the Council via a covering letter rather than through the exercise of the Auditor General's statutory reporting functions. Therefore, the Auditor General has concluded that he does not need to issue a report in the public interest or to make statutory recommendations.
- 3 Our audit findings and conclusions are set out below.

**During 2018-19, the Council failed to operate proper arrangements to secure economy efficiency and effectiveness in its use of resources and failed to follow its own rules and procedures**

**In September 2019, three serving councillors raised concerns over the use of public funds and administrative arrangements at the Council**

- 4 In September 2019, I received correspondence from three then serving members of the Council setting out concerns over the procurement of a three-year contract for the supply and installation of Christmas lights.
- 5 In addition to these concerns over procurement, the then members expressed concerns over the management of Council meetings and the then Clerk's alleged failure to follow proper process and mis-informing of the Council.
- 6 Except insofar as these issues are relevant to my consideration of the Council's procurement arrangements, I do not comment on these further concerns.

**The Council has established procedures in its standing orders and financial regulations to manage the procurement of goods and services**

- 7 The Council adopted standing orders and financial regulations in 2015. The provisions relevant to the procurement of goods and services are set out in Appendix 1.

**The arrangements made by the Council in its standing orders and Financial Regulations were inadequate**

- 8 Notwithstanding that the Council's Standing Orders and Financial Regulations included provisions for the letting of contracts, these arrangements were inadequate as both documents refer to the other document when dealing with procedures:
  - The Standing Orders require that the Financial Regulations include procurement policies setting out alternative procedures for contracts of different values.
  - The Financial Regulations set out that the procedures for letting contracts are set out in the Standing Orders.
- 9 The Standing Orders include provision for the advertisement of contracts (standing orders 51 and 52), they do not provide alternative procedures for the Council to follow for different value contracts. Therefore, the requirements set



out in standing order 54 should have been followed for all contracts entered into by the Council.

**The Council failed to follow a proper procurement process when letting the contract for Christmas lights**

- 10 In September 2019, the Council let a contract for Christmas lighting to The Festive Lighting Company, Somerset (Festive Lighting). The contract was a three-year contract for the provision of string lights and motifs. The value of the contract over the three-year contract term was £13,614.
- 11 The Council did not advertise the contract as required by its own standing orders 51 and 52. Instead, the former Clerk informed the Council that the Council did not obtain three quotations nor advertise the contract as the contract was for specialised services.
- 12 The former Clerk explained to my audit team that his advice to the Council relied on standing order 53 which allows alternative arrangements for specialised services. However, although the former Clerk explained that the Council relied on standing order 53, it only obtained one quote and not three as required by standing order 53.
- 13 While the Council can decide to waive its standing orders, it must have a reasonable basis for doing so e.g. the services required are such that there are no alternative providers. Any such waiver of established procedures must follow a Council resolution to do so.
- 14 In general, other than for specialist equipment, councils are able to identify a number of potential suppliers for the majority of the services they provide. This is particularly the case with Christmas lighting where there are a large number of suppliers operating in the UK. The minutes of the Council's October 2019 meeting make it clear that the Council did not waive its standing orders for this contract.
- 15 The documentation available for audit sets out that initial discussions with Festive Lighting were held by a former councillor. In January 2019, the councillor obtained a quote from Festive Lighting and presented this quote to the Council's Community Infrastructure working group. The councillor sent a copy of this quote to the former Clerk in July 2019. This quote was then the basis for the formal quote obtained by the former Clerk for presentation to the Council.
- 16 It is clear to me that the Council failed to follow a proper procurement exercise in accordance with its own standing orders. It appears that no consideration was given to any potential alternative suppliers.

- 17 Furthermore, prior to presentation of a quote to the Council, the only discussion with Festive Lighting regarding requirements (location and motifs required) was conducted by the former councillor. I understand that the former Clerk did not enter into any further discussion with Festive Lighting before obtaining the formal quote.
- 18 Unfortunately, minutes of the Council's working groups have not been retained. Therefore, it is not possible to determine with any certainty, what consideration the Council gave to the contract.
- 19 On this basis, I conclude that the Council's decision to award the contract followed an unlawful decision-making process as the Council operated outside of its established procedures and acted unreasonably in doing so.

**The Council has been unable to provide evidence to demonstrate that it followed a proper procurement process for other significant projects**

- 20 In addition to the Christmas lights, similar concerns were expressed over the letting of other contracts for:
- Construction of a bridge for £20,000
  - Purchase of a tractor for £16,250
  - Purchase of a bowser for £5,000
  - Purchase of IT equipment for £2,064
  - Other items exceeding £1,000
- 21 The Council has been unable to provide documentation demonstrating how it complied with its standing orders for the purchase of the tractor and bowser. Although two quotes were obtained for the purchase of IT equipment, only one quote was presented to the Council. This was the more expensive quote provided by a company in which one of the councillors had an interest. No explanation was provided to the Council to explain why the higher quote was accepted. I note that the Council's minutes record that the councillor left the meeting while the Council considered the quotation.
- 22 The Council provided adequate information related to the Jubilee Bridge.
- 23 The lack of supporting documentation for the remaining contracts leads me to conclude that the Council routinely disregarded its standing orders for some time. In my opinion, the Council has failed to make proper arrangements to secure economy, efficiency and effectiveness in its use of resources.

## Recommendations

### Exhibit 1: recommendations for improvement

I make two recommendations to ensure the Council establishes proper arrangements for the purchase of goods and services:

#### Recommendations

##### Standing orders and financial regulations

- R1 The Council should ensure that it periodically reviews its standing orders and financial regulations to ensure they are up to date and meet best practice

##### Compliance with Standing orders and financial regulations

- R2 Before awarding any contracts, the Council should ensure that it has complied with its standing orders and financial regulations.

Yours sincerely



Richard Harries, Director, Audit Wales

For and on behalf of the Auditor General for Wales

## Appendix 1: Standing orders and financial regulations (January 2015)

### Exhibit 1: Procurement requirements set out in standing orders and financial regulations

The Council has established its own rules for the procurement of goods and services with more stringent requirements for larger contracts

#### Standing Orders and Financial Regulations

##### Standing Orders

Financial matters

48 The Council shall consider and approve from time to time the Financial Regulations drawn up by the Responsible Financial Officer and shall include detailed arrangements in respect of the following:...

(e) procurement policies including the setting of values for different procedures.

49 Any expenditure incurred by the Council shall be in accordance with the Council's Financial Regulations.

51 Where it is intended to enter into a contract exceeding £1000 but not exceeding £10000 for the supply of goods or services the Council's Responsible Financial Officer shall give at least three week's notice of such intention in the same manner as public notice of meetings of the Council is given.

52 Subject to the requirements of Standing Order 53 below, where the value of the intended contract exceeds £10000 similar notice shall be given in the local press.

53 Where, in the opinion of the Council, the goods or services are of a specialist nature, as an alternative to the requirements of Standing Order 51 above, tenders may be invited from at least three contractors, selected by the Council, specialising in the type of work included in the contract.

## **Standing Orders and Financial Regulations**

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54 Any tender process shall comprise the following steps:

- (a) A specification of the goods, materials, services and the execution of works shall be drawn up;
- (b) Tenders are to be sent in a sealed marked envelope, to the Clerk to the Council by a stated date and time;
- (c) Tenders submitted are to be opened after the stated closing date by the Council's Responsible Financial Officer in the presence of either the Chairman or Deputy Chairman of the Audit Committee, or in their absence by at least one other member of the Council;
- (d) Tenders are then to be assessed and reported to a meeting of the appropriate committee or the Council

55 In the event that no tenders are received, or that all the quotations are identical, the Council may make such arrangements for procuring the goods or services as it thinks fit.

56 The Council is not bound to accept the lowest tender, estimate or quote.

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## **Financial Regulations**

### **Contracts**

42 The procedures for letting contracts are as laid down in the Council's Standing Orders.

43 Where such a contract provides for payment by instalments, the RFO should include such payments in his/her report to Council as indicated in Regulation 20 above. Also, where it is estimated that the total cost of the work carried out under contract, excluding fluctuation clauses, will exceed the contract sum by 5% or more, then a report shall be submitted to the Council.

### **Standing Orders and Financial Regulations**

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44 Any variation to a contract, including an addition or omission, shall be approved by the RFO in writing and the Council shall be informed where the final cost is likely to exceed the financial provision made.

Source: Llanharan Community Council Standing Orders and Financial Regulations (January 2015)

## **Brynna Crime Report (Last 31 days)**

### **Burglary – 0 Accounts**

### **Damage – 4 Accounts**

- Meadow rise – Damage to vehicle. Investigation ongoing.
- Bethlehem view – Damage to garden fence. Investigation ongoing.
- Melbourne Terrace – Damage to vehicle. Investigation ongoing.
- Trenos Gardens – Damage to fence. Liable party has admitted fault and will resolve the matter.

### **Theft – 3 Accounts**

- Felindre Meadows – Employee has stolen property. Investigation ongoing.
- Felindre Meadows – Vehicle taken without consent. No formal action supported. Strong words of advice given.
- Hillcrest – Property taken by known person. Investigation ongoing.

### **Anti Social Behaviour – 0 Accounts**

## **Llanharan Crime Report (Last 31 days)**

### **Burglary – 0 Accounts**

### **Theft – 2 Accounts**

- Industrial estate – Items taken from outside on the property. Patrols in place. No suspect identified.
- Lanelay lane – Left without payment. Suitable advice given regarding civil asset recovery.

### **Damage 3 – Accounts**

- Hillside Avenue – Damage to vehicle. No suspect identified.
- Park view – Damage to house window. Suspects identified. RJ process submitted for 2 subjects.
- Nant y dwrgi – Damage within household. Person known. Case ongoing.

### **Anti-Social Behaviour – Accounts**

- The Square – Youths throwing bricks into road. No suspects identified. Patrols in place.

OFFICIAL - SWYDDOGOL  
**NOT PROTECTIVELY MARKED**

OFFICIAL - SWYDDOGOL  
**NOT PROTECTIVELY MARKED**



Date: 06/02/2024

## Llanharan Community Council

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Time: 17:03

## Current and Premium Bank A/c

## List of Payments made between 01/01/2024 and 31/01/2024

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
02/01/2024	JB Director's Trust	BACS	875.00	RLW	LlanharanCC Q4 23
04/01/2024	Clarity Copiers	BACS	2.18	CP	197232
04/01/2024	Wales Audit Office	BACS	1,300.00	CP	ARINV010178
04/01/2024	Welsh Water	BACS	72.55	CP	894053951153
04/01/2024	Welsh Water	BACS	36.79	CP	894053976905
04/01/2024	SSE Electric	BACS	14.28	CP	IV00178586
08/01/2024	Tesco Mobile phones x 3	DDR	28.88	DDR	134195077865
09/01/2024	Barclays Bank	DIRECT	11.08	DDR	13Nov12Dec
11/01/2024	Brynna Cleaning	BACS	192.00	RLW	0404
12/01/2024	LML Electrics	BACS	288.00	RLW	31652
12/01/2024	Caer Health	BACS	383.00	RLW	27775
12/01/2024	HMRC NI & Tax	BACS	1,459.68	RLW	948PZ001272292409
12/01/2024	HMRC NI & Tax	BACS	565.36	RLW	948PZ001272292408
16/01/2024	ARVAL	DDR	500.58	DDR	RI0011417872
16/01/2024	C Parker	BACS	75.56	RLW	CP Pantry 12.1.24
19/01/2024	Llanharan Community Develop Pr	BACS	5,890.10	RLW	12881
19/01/2024	Llanharan Community Develop Pr	BACS	5,344.86	RLW	13310
23/01/2024	BNP Paribas Printer	DDR	140.13	DDR	FLLB4884888
23/01/2024	Llanharan OAP Association	BACS	1,946.00	CP	LCC Jan24 Grant
23/01/2024	HMRC NI & Tax	BACS	3,914.85	CP	948PZ001272292312
23/01/2024	HMRC NI & Tax	BACS	2,637.11	CP	948PZ001272292212
23/01/2024	HMRC NI & Tax	BACS	3,921.83	CP	948PZ001272292112
23/01/2024	SSE Electric	BACS	110.34	CP	821294841
24/01/2024	R Smith	BACS	52.00	RLW	Civic consumables
24/01/2024	R Smith	BACS	51.00	RLW	Civic allowance 2324
24/01/2024	Vale Consultancy	BACS	1,350.00	RLW	9933 1/2 pay CIL
24/01/2024	Vale Consultancy	BACS	1,350.00	RLW	9933 1/2 PAY CIL
26/01/2024	LH	BACS	20.12	RLW	OctNov23Mileage
26/01/2024	RCT Pension Payment	BACS	1,573.21	RLW	LCC remit Jan 24
26/01/2024	STAFF SALARIES	BACS	4,964.68	RLW	Jan 24 salaries
29/01/2024	Barclaycard	BcardJan24	750.88		Bcard Jan24
29/01/2024	Trustmark Print & Design	BACS	28.80	RLW	20106
29/01/2024	HMRC NI & Tax	BACS	799.64	RLW	948PZ001272292407
29/01/2024	Vale Consultancy	BACS	900.00	RLW	14030 CIL
29/01/2024	HMRC NI & Tax	BACS	1,850.00	RLW	948PZ001272292408
31/01/2024	Vale Consultancy	BACS	-1,350.00	RLW	9933 1/2 pay CIL
<b>Total Payments</b>			<b>42,050.49</b>		

12/02/2024

Llanharan Community Council

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Detailed Income &amp; Expenditure by Budget Heading 31/01/2024

## Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>100 Income</u>							
1076 Precept	261,900	261,900	0			100.0%	
1090 PSDF Re-invested dividend	29,350	1,500	(27,850)			1956.6%	
1100 Agency Income	(1,330)	1,330	2,660			(100.0%)	
1990 Other Income	3,067	200	(2,867)			1533.5%	
<u>200 Administration</u>							
4000 Staff Salaries & Wages (Net)	(53,182)	(55,667)	2,485		2,485	95.5%	
4005 Employer & Employee Pension	(17,108)	(22,447)	5,339		5,339	76.2%	
4010 Employer & Employee NI & Tax	(22,935)	(35,823)	12,888		12,888	64.0%	
4055 Mileage & Subsistence	(35)	(200)	165		165	17.4%	
4057 HR Expenditure	(248)	0	(248)		(248)	0.0%	
4060 Council Tax	(2,247)	(2,400)	153		153	93.6%	
4065 Office Rent	(3,620)	(3,600)	(20)		(20)	100.6%	
4070 IT Costs (Office 365)Web Site	(2,377)	(2,500)	123		123	95.1%	
4075 Telephone & Broadband	(1,058)	(1,400)	342		342	75.6%	
4080 Electric ( office)	(594)	(3,500)	2,906		2,906	17.0%	
4085 Water Rates (for Office)	(153)	(350)	197		197	43.6%	
4090 Stationery and postage	(161)	(330)	169		169	48.7%	
4095 Cleaning Materials	(7)	(50)	43		43	13.3%	
4100 Cleaning Contract	(960)	(1,160)	200		200	82.8%	
4105 Office Cap ExpChain of Office	0	(500)	500		500	0.0%	
4110 Office Maintenance	(142)	(500)	358		358	28.4%	
4115 Professional and Legal Fees	(1,342)	(3,500)	2,158		2,158	38.3%	
4116 Land Registry Fees	(53)	(60)	7		7	88.3%	
4120 Internal Audit Fees	63	(2,000)	2,063		2,063	(3.2%)	
4125 External Audit Fees	(545)	(2,000)	1,455		1,455	27.3%	
4130 Subscriptions and Memberships	(2,701)	(2,000)	(701)		(701)	135.0%	
4135 Bank Charges	(162)	(200)	38		38	80.8%	
4140 Storage Space Rental	(480)	(360)	(120)		(120)	133.3%	
<u>220 Insurances</u>							
4200 General Insurance	(4,649)	(4,300)	(349)		(349)	108.1%	
4205 Vehicle Insurance	(2,561)	(2,500)	(61)		(61)	102.5%	
4210 Office Insurance	0	(90)	90		90	0.0%	
<u>240 Staff &amp; Member Training</u>							
4300 Members Training	(242)	(750)	508		508	32.3%	
4305 Staff Training	(114)	(750)	636		636	15.2%	
<u>260 Member's Allowances</u>							
4350 Chair	(1,500)	(1,500)	0		0	100.0%	
4355 Special Responsibility	(500)	(500)	0		0	100.0%	

Continued over page

## Detailed Income &amp; Expenditure by Budget Heading 31/01/2024

## Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4360 Member Allowances	(2,599)	(2,100)	(499)		(499)	123.8%	
<u>300 Plant &amp; Equipment</u>							
4400 Plant Purchase / Lease	(4,177)	(5,500)	1,324		1,324	75.9%	
4415 Red Tractor Maintenance	0	(1,000)	1,000		1,000	0.0%	
4420 Portable & Hand Tools Purchase	(128)	(250)	122		122	51.3%	
4425 Portable & Hand Tool Maint	(73)	(400)	327		327	18.1%	
4430 PPE - New & Replacement	(134)	(275)	141		141	48.9%	
4435 Plant & Equipment Fuel	(522)	(1,500)	978		978	34.8%	
<u>400 Street Furnishings</u>							
4500 Hanging Baskets	(7,384)	(7,500)	116		116	98.5%	
4505 Christmas Lights and Trees	(11,711)	(27,500)	15,789		15,789	42.6%	
4510 Public Clocks - Maintenance	(1,814)	(500)	(1,314)		(1,314)	362.8%	
4515 Notice Boards - Maintenance	(39)	(100)	61		61	39.1%	
4520 Bus shelter - Maintenance	0	(100)	100		100	0.0%	
4525 Planters - Maintenance	0	(100)	100		100	0.0%	
4530 Benches & Tables Maintenance	0	(100)	100		100	0.0%	
<u>500 Community Functions</u>							
4600 Christmas Dinners	(5,897)	(6,000)	103		103	98.3%	
4605 Soup and Carols	0	(250)	250		250	0.0%	
4610 Firework Display	(10,210)	(9,000)	(1,210)		(1,210)	113.4%	
4615 Multi Cultural Carnival	0	(5,500)	5,500		5,500	0.0%	
4617 King's Coronation 23	(4,649)	0	(4,649)		(4,649)	0.0%	
4620 General Sponsorship	0	(500)	500		500	0.0%	
<u>550 Grants</u>							
4700 General Grants	(7,498)	(10,000)	2,502		2,502	75.0%	
4710 LCDP - SLA	(25,000)	(25,000)	0		0	100.0%	
4715 Wild Life Trust - Brynna Woods	0	(10,000)	10,000	(5,000)	5,000	50.0%	
<u>600 Outdoor Spaces</u>							
4800 Rights of Way	(64)	(1,330)	1,266		1,266	4.8%	
4805 Skateboard Park - Maintenance	0	(500)	500		500	0.0%	
4810 Play & O/Spaces Maintenance	(150)	(500)	350		350	30.0%	
4815 General Repair Consumables	0	(250)	250		250	0.0%	
<u>620 War Memorials</u>							
4855 Other Maintenance	0	(550)	550		550	0.0%	
<u>630 Llanharan Pantry</u>							
1991 Llanharan Pantry	10,255	0	(10,255)			0.0%	10,255
4730 Llanharan Pantry Expenses	(12,052)	(1,500)	(10,552)		(10,552)	803.5%	12,663

## Detailed Income &amp; Expenditure by Budget Heading 31/01/2024

## Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>640 Bryncae Community Centre</u>							
4735 BCC Cleaning Expenses	202	0	202		202	0.0%	
4740 BCC Maintenance Expenses	184	0	184		184	0.0%	
4745 BCC Deposits	290	0	290		290	0.0%	
<u>650 Street Lighting Electric</u>							
4575 Street Lighting Electric	(117)	(300)	183		183	39.0%	
<u>700 Allotments</u>							
1200 Allotment Income	241	2,500	2,260			9.6%	
4900 Allotment Lease Costs	(17)	(22)	5		5	77.3%	
4901 Allotment Maintenance	(160)	(100)	(60)		(60)	160.0%	
4905 Allotment Water	(361)	(350)	(11)		(11)	103.2%	
<u>750 Community Infrastructure Levy</u>							
1300 Community Infrastructure Levy	296,947	0	(296,947)			0.0%	296,947
4950 CIL Benches	(1,300)	0	(1,300)		(1,300)	0.0%	1,300
4951 CIL Footpaths	(8,500)	0	(8,500)		(8,500)	0.0%	8,500
4952 CIL Noticeboards	(2,782)	0	(2,782)		(2,782)	0.0%	2,782
4955 CIL Project 1 Memorial Garden	(2,375)	0	(2,375)		(2,375)	0.0%	2,375
4958 CIL Grants	(102,339)	0	(102,339)		(102,339)	0.0%	102,339
4959 CIL Defibrillator	(996)	0	(996)		(996)	0.0%	996
4961 CIL Brynna Woods Wood ArtWorks	(11,800)	0	(11,800)		(11,800)	0.0%	11,800
4962 CIL Project Telephone Kiosk	(1,486)	0	(1,486)		(1,486)	0.0%	1,486
4963 CIL LRGT Floodlights	(77,092)	0	(77,092)		(77,092)	0.0%	77,092
4964 CIL Llanharan OAP Refurb	(71,451)	0	(71,451)		(71,451)	0.0%	71,451
4965 CIL LCC shower block	(3,886)	0	(3,886)		(3,886)	0.0%	3,886
4966 CIL Project Ewenny Bridge	(2,400)	0	(2,400)		(2,400)	0.0%	2,400
4967 CIL Parks	(1,170)	0	(1,170)		(1,170)	0.0%	1,170
<u>800 Contingency</u>							
4990 Contingency	0	(10,000)	10,000		10,000	0.0%	
Grand Totals:- Income	600,429	267,430	(332,999)			224.5%	
Expenditure	501,269	279,514	(221,755)	5,000	(226,755)	181.1%	
Net Income over Expenditure	<u>99,160</u>	<u>(12,084)</u>	<u>(111,244)</u>				
plus Transfer from EMR	300,241						
less Transfer to EMR	307,202						
Movement to/(from) Gen Reserve	<u>92,199</u>						

## Appendix 7

	Date	£	Receipt	Description
<b>Money In</b>				
Arnold Clarke Grant	10/12/2021	2500.00		
Transferred into bank (Janine)	08/02/2022	32.84		
RCT grant (Food support fund)	01/08/2022	500.00		
Asda award	01/08/2022	300.00		
Comm lottery grant	21/10/2022	8600.00		
RCT Food Support fund	14/12/2022	1779.00		
Arnold Clarke Grant	15/12/2022	2500.00		
GH Windfarm	06/07/2023	2000.00		
JT Windfarm	06/07/2023	1000.00		
Interlink	17/07/2023	1000.00		
RCT Community Grant	17/08/2023	1000.00		
RCT grant (Food support fund)	31/08/2023	1000.00		
Total cash receipts	Rolling	11241.05		
<b>total in</b>		<b>33452.89</b>		
<b>Money Out</b>				
FareShare Cymru	20/04/2022	195.00		
500 leaflets	01/07/2022	96.56		
FareShare Cymru	01/08/2022	195.00		
Asda online order	05/08/2022	306.00		Janine paid - claimed back
Asda online order	17/08/2022	284.20		LS claim received Ref 4282229000
Amazon order (Noticeboards etc..)	18/08/2022	90.86		
Asda online order	20/08/2022	271.09		LS claim received Ref 7962238000
Fridge freezer	23/08/2022	348.99		Add to asset register
Chest freezer	23/08/2022	278.99		Add to asset register
25th Aug online shop Asda	25/08/2022	98.45		LS claim
30th Aug Aldi shop	30/08/2022	57.74		LS claim
5th Sept online shop Asda	05/09/2022	418.00		LS claim
Cash to Janine for Aldi visit	06/09/2022	160.00		Change and receipt req
Aldi shop	06/09/2022	93.29		Janine used float cash (£160)
Booker shop	09/09/2022	276.32		Combo cash and card
Aldi shop	09/09/2022	49.20		LCC CC
Booker shop	13/09/2022	425.36		LCC CC
Aldi shop	20/09/2022	103.55		Janine - Need receipt Paid to Jan
Aldi shop	23/09/2022	139.06		LS claim
Aldi shop	23/09/2022	18.80		LS claim

Aldi shop	28/09/2022	93.74		
Aldi shop	28/09/2022	188.87	tbc	
Aldi shop	28/09/2022	55.03		
Aldi shop	28/09/2022	41.86		
Booker shop	30/09/2022	225.12		
Aldi shop	04/10/2022	219.41		
The Range	04/10/2022	5.00		Thermometers
Aldi shop	07/10/2022	158.93	tbc	LCC CC
Aldi shop	07/10/2022	157.24	tbc	LCC CC
Asda	12/10/2022	348.41		
Aldi shop	14/10/2022	232.10		Leigh to claim back- paid
Aldi shop	14/10/2022	36.85		Leigh to claim back- paid
Freezer labels	17/10/2022	17.47		
Aldi shop	18/10/2022	717.38		Leigh to claim back- paid
Aldi shop	21/10/2022	446.16		Leigh to claim back- paid
Aldi shop	26/10/2022	312.68		Payment raised to LS
Aldi Shop	28/10/2022	204.33		
FareShare Cymru	01/11/2022	195.00		
Aldi Shop	01/11/2022	248.78		
Aldi Shop	04/11/2022	197.93		
Aldi Shop	04/11/2022	-24.99	tbc	
Aldi Shop	08/11/2022	349.26		
Aldi shop	11/11/2022	242.39		Paid on PB card
Amazon perspex displays	14/11/2022	29.94		
Aldi shop	15/11/2022	314.74		
Aldi shop	18/11/2022	199.42		
Aldi shop	22/11/2022	33.69		
Aldi shop	25/11/2022	228.74		
Aldi shop	29/11/2022	208.38		
Aldi shop	02/12/2022	378.00		
Aldi shop	06/12/2022	232.31		
FareShare Cymru	13/12/2022	195.00		
Aldi shop	13/12/2022	101.34		
Aldi shop	14/12/2022	61.82		
Aldi shop	16/12/2022	87.80		
Aldi shop	16/12/2022	41.04		
Aldi shop	16/12/2022	207.02	MP	
Aldi shop	16/12/2022	192.93	MP	
Aldi shop	19/12/2022	119.58	LS	
Aldi shop	19/12/2022	110.62	LS	
Aldi shop	19/12/2022	103.80	LS	
Aldi shop	20/12/2022	72.89	MP	

Aldi shop	28/12/2022	51.70	PB	
Aldi shop	28/12/2022	113.78	PB	
Aldi shop	28/12/2022	135.53	PB	
Aldi shop	28/12/2022	103.05	PB	03/01?
Aldi shop	06/01/2023	61.11	PB	
Aldi shop	06/01/2023	102.27	PB	
Aldi shop	06/01/2023	113.63	PB	
Aldi shop	10/01/2023	109.65	PB	Paid off £481.79 16.01.23
Aldi shop	10/01/2023	77.86	PB	Paid off £481.79 16.01.23
Aldi shop	12/01/2023	188.46	PB	Paid off £481.79 16.01.23
Aldi shop	12/01/2023	105.82	PB	Paid off £481.79 16.01.23
Aldi shop	17/01/2023	187.59	PB	
Aldi shop	20/01/2023	136.01	PB	Paid off £136.01 30.01.23
Aldi shop	20/01/2023	146.93	PB	Paid off £146.93 30.01.23
Aldi shop	24/01/2023	126.31	PB	Paid off £603.97 02.02.23
Aldi shop	24/01/2023	16.15	PB	Paid off £603.97 02.02.23
Aldi shop	27/01/2023	136.58	PB	Paid off £603.97 02.02.23
Aldi shop	27/01/2023	97.86	PB	Paid off £603.97 02.02.23
Aldi shop	30/01/2023	122.51	PB	Paid off £603.97 02.02.23
Aldi shop	31/01/2023	104.56	PB	Paid off £603.97 02.02.23
Aldi shop	02/02/2023	106.93	PB	Paid off £579.20 07.02.23
Aldi shop	02/02/2023	121.09	PB	Paid off £579.20 07.02.23
Aldi shop	02/02/2023	173.02	PB	Paid off £579.20 07.02.23
Aldi shop	03/02/2023	54.56	PB	
Aldi shop	07/02/2023	138.47	PB	Paid off £579.20 07.02.23
Aldi shop	07/02/2023	39.69	PB	Paid off £579.20 07.02.23
Aldi shop	10/02/2023	128.81	PB	Paid off £616.53 15.02.23
Aldi shop	10/02/2023	105.80	PB	Paid off £616.53 15.02.23
Aldi shop	10/02/2023	12.75	PB	Paid off £616.53 15.02.23
Aldi shop	14/02/2023	128.94	PB	Paid off £616.53 15.02.23
Aldi shop	14/02/2023	86.57	PB	Paid off £616.53 15.02.23
Aldi shop	14/02/2023	153.66	PB	Paid off £616.53 15.02.23
Aldi shop	17/02/2023	118.01	PB	Paid off £349.86 17.2.23
Aldi shop	17/02/2023	165.37	PB	Paid off £349.86 17.2.23
Aldi shop	17/02/2023	43.68	PB	Paid off £349.86 17.2.23
Aldi shop	17/02/2023	22.80	PB	Paid off £349.86 17.2.23
Aldi shop	21/02/2023	94.49	PB	Paid off £603.43 02.03.23
Aldi shop	21/02/2023	168.06	PB	Paid off £603.43 02.03.23
Aldi shop	21/02/2023	21.28	PB	Paid off £603.43 02.03.23
Co-op	22/02/2023	13.30	PS	Hospitality stuff for Sub Pantry Gr
Aldi shop	23/02/2023	138.36	PB	Paid off £603.43 02.03.23
Aldi shop	24/02/2023	119.96	PB	Paid off £603.43 02.03.23

Aldi shop	24/02/2023	61.28	PB	Paid off £603.43 02.03.23
Aldi shop	28/02/2023	138.36	PB	Paid off £542.11 10.03.23
ReallyUseful storage	02/02/2023	131.89		
Aldi shop	03/03/2023	148.21	PB	Paid off £542.11 10.03.23
Aldi shop	07/03/2023	104.37	PB	Paid off £542.11 10.03.23
Aldi shop	07/03/2023	39.27	PB	Paid off £542.11 10.03.23
Aldi shop	07/03/2023	65.40	PB	Paid off £542.11 10.03.23
Aldi shop	07/03/2023	46.50	PB	Paid off £542.11 10.03.23
Aldi shop	10/03/2023	58.83	PB	Paid off £403.80 14.03.23
Aldi shop	10/03/2023	116.58	PB	Paid off £403.80 14.03.23
Aldi shop	10/03/2023	120.64	PB	Paid off £403.80 14.03.23
Aldi shop	10/03/2023	107.75	PB	Paid off £403.80 14.03.23
Aldi shop	14/03/2023	45.81	PB	Paid off £298.69 16.03.23
Aldi shop	14/03/2023	95.05	PB	Paid off £298.69 16.03.23
Aldi shop	14/03/2023	29.29	PB	Paid off £298.69 16.03.23
Aldi shop	14/03/2023	128.54	PB	Paid off £298.69 16.03.23
Aldi shop	17/03/2023	455.37	LS	
Aldi shop	17/03/2023	51.25	PB	
Aldi shop	21/03/2023	144.28	PB	Paid off £439.64 31.03.23
Aldi shop	21/03/2023	47.03	PB	Paid off £439.64 31.03.23
Aldi shop	24/03/2023	310.45	LS	
Aldi shop	28/03/2023	135.14	PB	Paid off £439.64 31.03.23
Aldi shop	28/03/2023	113.19	PB	Paid off £439.64 31.03.23
Aldi shop	31/03/2023	213.90	PB	Paid off £624.15 05.04.23
Aldi shop	31/03/2023	199.30	PB	Paid off £624.15 05.04.23
Aldi shop	04/04/2023	112.29	PB	Paid off £624.15 05.04.23
Aldi shop	04/04/2023	98.66	PB	Paid off £624.15 05.04.23
Aldi shop	05/04/2023	132.01	LS	
Aldi shop	06/04/2023	85.95	PB	Paid off £353 11.04.23
Aldi shop	06/04/2023	110.91	PB	Paid off £353 11.04.23
Aldi shop	06/04/2023	154.87	PB	Paid off £353 11.04.23
Aldi shop	11/04/2023	183.62	PB	Paid off 382.58 17.04.23
Aldi shop	11/04/2023	90.21	PB	Paid off 382.58 17.04.23
Aldi shop	14/04/2023	108.75	PB	Paid off 382.58 17.04.23
Aldi shop	18/04/2023	139.81	PB	Paid off £515 21.04.23
Aldi shop	21/04/2023	366.97	LS	Paid off £515 21.04.23
Aldi shop	24/04/2023	151.29	PB	Paid off 405.01 26.04.23
Aldi shop	24/04/2023	197.13	PB	Paid off 405.01 26.04.23
Aldi shop	24/04/2023	56.59	PB	Paid off 405.01 26.04.23
Aldi shop	28/04/2023	210.00	PB	Paid off 444.35 03.05.23
Fareshare	30/04/2023	65.00		April 23 membership
Aldi shop	02/05/2023	125.30	PB	Paid off 444.35 03.05.23



Aldi shop	02/05/2023	109.05	PB	Paid off 444.35 03.05.23
Aldi shop	05/05/2023	113.49	PB	Paid off £327.03 11.05.23
Aldi shop	05/05/2023	108.02	PB	Paid off £327.03 11.05.23
Aldi shop	09/05/2023	105.52	PB	Paid off £327.03 11.05.23
Aldi shop	12/05/2023	116.69	PB	Paid off £350.95 19.05.23
Aldi shop	12/05/2023	94.25	PB	Paid off £350.95 19.05.23
Aldi shop	16/05/2023	140.01	PB	Paid off £350.95 19.05.23
Aldi Shop	19/05/2023	237.56	PB	Paid off £675.70 24.05.23
Aldi Shop	19/05/2023	227.18	PB	Paid off £675.70 24.05.23
Aldi Shop	23/05/2023	210.96	PB	Paid off £675.70 24.05.23
Aldi Shop	26/05/2023	22.95	PB	Paid off £444.04 02.06.23
Aldi Shop	26/05/2023	130.97	PB	Paid off £444.04 02.06.23
Aldi Shop	30/05/2023	133.35	PB	Paid off £444.04 02.06.23
Aldi Shop	30/05/2023	156.77	PB	Paid off £444.04 02.06.23
Fareshare	31/05/2023	65.00		May 23 membership
Aldi Shop	03/06/2023	121.61	PB	Paid off 373.99 08.06.23 (121.618
Aldi Shop	03/06/2023	102.38	PB	Paid off 373.99 08.06.23 (121.618
Aldi Shop	05/06/2023	156.45	PB	Paid off 373.99 08.06.23 (121.618
Aldi Shop	09/06/2023	187.02	PB	Paid off 690.60 14.06.23
Aldi Shop	09/06/2023	299.26	LS	Paid off 690.60 14.06.23
Aldi Shop	13/06/2023	109.56	PB	Paid off 690.60 14.06.23
Aldi Shop	13/06/2023	94.76	PB	Paid off 690.60 14.06.23
Aldi Shop	16/06/2023	134.01	PB	Paid off 462.82 23.06.23
Aldi Shop	16/06/2023	152.66	PB	Paid off 462.82 23.06.23
Aldi shop	20/06/2023	82.50	PB	Paid off 462.82 23.06.23
Aldi shop	20/06/2023	93.65	PB	Paid off 462.82 23.06.23
Aldi shop	23/06/2023	136.23	PB	
Aldi shop	23/06/2023	181.32	PB	
Fareshare	23/06/2023	65.00		June 23 membership
Aldi shop	27/06/2023	316.84	LS	
Aldi shop	27/06/2023	87.34	PB	Paid off 699.39 29.06.23
Aldi shop	30/06/2023	123.29	PB	Paid off 305.55 03.07.23
Aldi shop	30/06/2023	64.56	PB	Paid off 305.55 03.07.23
Aldi shop	30/06/2023	117.70	PB	Paid off 305.55 03.07.23
Aldi shop	03/07/2023	144.15	PB	
	08/07/2023	0.00		No Pantry
Aldi shop	11/07/2023	37.41	PB	
Aldi shop	11/07/2023	95.29	PB	
Aldi shop	13/07/2023	157.59	PB	
Aldi shop	18/07/2023	71.73	PB	
Aldi shop	21/07/2023	35.61	PB	
Aldi shop	21/07/2023	69.48	PB	

Aldi shop	25/07/2023	60.62	PB	
Fareshare	26/07/2023	65.00		July 23 membership
Aldi Shop	28/07/2023	88.45	PB	
Really Useful Storage	31/07/2023	-116.90	credit	
Aldi shop	01/08/2023	104.13	PB	
Aldi shop	04/08/2023	103.48	PB	
Aldi shop	04/08/2023	58.46	PB	
Aldi shop	08/08/2023	90.07	PB	
	12/08/2023	0.00		No Pantry ( hort show)
Aldi shop	15/08/2023	116.80	PB	
Aldi shop	15/08/2023	50.49	PB	
Aldi shop	17/08/2023	70.07	PB	
Aldi shop	17/08/2023	56.82	PB	
Aldi shop	22/08/2023	181.10	PB	
Aldi shop	25/08/2023	94.64	PB	
Aldi shop	29/08/2023	94.90	PB	
Aldi shop	01/09/2023	76.84	PB	
Fareshare	01/09/2023	65.00		August 23 membership
Aldi	05/09/2023	90.69	PB	
Aldi	08/09/2023	57.65	PB	
Aldi	08/09/2023	40.62	PB	
Aldi	12/09/2023	50.01	PB	
Aldi	12/09/2023	36.20	PB	
Aldi	12/09/2023	62.96	PB	
Aldi	15/09/2023	77.10	PB	
Aldi	15/09/2023	25.53	PB	
Aldi	19/09/2023	41.58	LP	
Aldi	19/09/2023	46.93	CP	
Aldi	22/09/2023	47.36	CP	
Aldi	22/09/2023	84.99	CP	
Aldi	26/09/2023	73.16	PB	
Aldi	29/09/2023	49.14	PB	
Fareshare	01/10/2023	65.00		Sept 23 membership
Aldi	03/10/2023	53.18	PB	
Aldi	03/10/2023	44.20	PB	
Aldi	06/10/2023	48.33	PB	
Aldi	10/10/2023	26.57	PB	
Aldi	13/10/2023	79.12	PB	
Aldi	13/10/2023	33.93	PB	
Aldi	17/10/2023	84.40	PB	
Aldi	17/10/2023	79.34	PB	
Aldi	20/10/2023	66.31	PB	

Aldi	24/10/2023	68.01	PB	
Fareshare	25/10/2023	65.00		Oct 23 membership
Aldi	27/10/2023	170.87	PB	
Aldi	31/10/2023	62.48	PB	
Aldi	03/11/2023	60.23	PB	
Aldi	07/11/2023	69.38	PB	
Aldi	14/11/2023	55.73	PB	
Aldi	17/11/2023	25.07	PB	
Aldi	21/11/2023	56.02	PB	
Fareshare	25/11/2023	65.00		Nov 23 membership
Aldi	28/11/2023	52.10	PB	
Aldi	01/12/2023	77.25	PB	
Aldi	08/12/2023	110.26	PB	
Aldi	15/12/2023	76.87	PB	
Aldi	20/12/2023	86.95	PB	
Aldi	20/12/2023	86.84	PB	
Aldi	29/12/2023	75.56	CP	
Aldi	05/01/2024	51.42	PB	
Aldi	12/01/2024	131.87	PB	
Aldi	19/01/2024	108.28	PB	
Aldi	19/01/2024	88.11	PB	
Aldi	26/01/2024	118.48	PB	
Aldi	26/01/2024	108.67	PB	
Aldi	02/02/2024	99.25	PB	

<b>total out</b>	<b>31187.61</b>
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<b>Balance of Funds</b>	<b>2265.28</b>
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**Av. Sat footfall from 13.01.24**

## Appendix 8

### **Progress on banking mandate signatories, internet banking signatories and PSDF signatories**

#### **Barclays Bank**

Mandate change request approved by Barclays on 29.12.23.

Current mandate holders are as follows;

Cllr. D. Evans, Cllr. R. Lewis-Watkin, Cllr. C. Parker, L. Smith & L. Phillips.

L. Phillips online banking access requested 09.02.24.

Cllr. D.Evans to request online banking access.

#### **Public Sector Deposit Fund**

Mandate change application to include Cllr. Jenkins as 3<sup>rd</sup> signatory has been submitted to CCLA Investment Management Ltd.

#### **Barclaycard**

Await update from Cllr. Parker.

## Appendix 9

### **Recommendations of ORA Committee held 6<sup>th</sup> February 2024**

#### ***RECOMMENDED***

##### **ORA2024/008 Quotations for 4 addition benches to be fitted from Bryncae to 'the square'**

To authorise officers to purchase 3 x NBB benches as per option 1 in blue (Product code PBE09) at a price of £355 each plus a fitting cost if required of £385 per bench. A total of £2,220. Plus a contingency of £180 giving a total of £2,400.

This matter to be referred to the CIL Committee for consideration of CIL funds in the first instance. Otherwise, funds to be taken from general funds and using general reserves where necessary.

Final precise locations of the benches to be specified by the Clerk in consultation with Cllrs Will Thomas and Mark Steer.

#### ***RECOMMENDED***

##### **ORA2024/009 Arrangements to prevent cars mounting the pavement at the junction of Hillside Avenue and the Square.**

For the Clerk to engage with RCTCBC highways regarding permission to provide an appropriate and acceptable method of preventing vehicles from mounting the pavement given concerns over affecting sightlines for vehicles exiting Talyfarn Road and the junction from Hillside Avenue,

#### ***RECOMMENDED***

##### **ORA2024/010 Review arrangements for the fitting of a non-slip asphalt strip or other arrangements on Bridleway PSM40/4, Bethlehem View to Brynna Woods following a price increase from the initial quotation**

To instruct the Clerk to obtain fresh quotations for the proposed work to the same specification with a coloured asphalt. The costs to be referred to the CIL Committee for approval of the use of CIL funds.

## Appendix 10

### Wimbles resubmitted grant application

In the January 2024 Council meeting council resolved the following:

#### ***2024/015 RESOLVED***

##### A2024/013 General grant application from 'The Wimbles'

To defer consideration of the general grant application from 'the Wimbles' to a future meeting pending receipt of the following, the items being considered material to decision making:

- a) A signed copy of the application signed by two authorised signatories and stating the names of those signatories.
- b) The group's latest bank statement.
- c) An application with Section A of the form completed detailing what grant aid has been received from the Community Council in the past 3 years. Section A must detail the amount received and the date.
- d) An application with all sections of Appendix two correctly and fully completed to the satisfaction of the Clerk. No invoices being required if the Community Council has purchased and gifted items to the group.

The following application constitutes discharge of those conditions.

Note the correspondence at the end of the application which quotes

the group's narrative as to why their currently held funds cannot be used to fund these litter-pickers.



To whom it may concern,

I am pleased to let you know that the Community Council has reserved funds within its annual budget to award grants to community organisations which can demonstrate a clear need for financial support to benefit local residents.

A copy of the application form along with guidance notes is attached.

If you would like to apply for a Grant, the application form must be completed and returned by the end of June and the end of October respectively or they shall be submitted in the subsequent grant meeting if appropriate

If your organisation/project previously received a Grant from the Council, it is imperative that you also complete and return the Grant Feedback form in Appendix One.

If you would like support completing the application form, visit our office in Chapel Road, or email/phone using the contact details below.

**Clerk to the Council  
Llanharan Community Council**

clerk@llanharan-cc.gov.wales  
01443 231430  
2 Chapel Road  
Llanharan  
CF72 9QA

## **LLANHARAN COMMUNITY COUNCIL**

### **Grant Aid Application Guidance Notes**

*Please read the guidance notes before completing the form:*

Llanharan Community Council awards grants, at its discretion, to community organisations which can demonstrate a clear need for financial support to benefit residents of the Llanharan Community Council Wards by;

- providing a service
- enhancing a quality of life
- improving the environment
- promoting Llanharan Community Council area in a positive way.

We suggest any applicants speak with the Clerk to the Council prior to requesting a grant; you may also seek assistance/guidance from your local Councillor.

### **Eligibility**

Grants will not be made;

- to organisations situated outside the area administered by Llanharan Community Council, unless a clear benefit to the inhabitants of the Community can be established. In such cases, supporting information demonstrating the level of benefit must be provided
- to organisations that are socially exclusive, e.g., where there are unreasonable restrictions on membership inconsistent with equal opportunities
- to organisations established for party political purposes or promoting religious purposes
- where the aims and objectives of the organisation are inconsistent with the values of the Community Council.
- no grant will be awarded to or for any commercial venture for private gain



- the grant cannot fund the purchase of alcohol, wages, loans or interest payments or VAT that you can recover
- no retrospective applications will be considered.

**Grants will be considered under the following criteria:**

The organisation must be non-profit making or charitable (i.e. an independent group that does not make profit to pay Directors, Members of Shareholders; normally run by volunteers). Grants will not be made to individuals and would not normally exceed 50% of the cost of the project or activity.

Grants will not be made retrospectively and only one application for a grant will be considered from each organisation in any one financial year.

All grants must be used within one year from the award being made.

All grants are awarded on a one-off basis – if required for subsequent years a new application must be submitted each year.

A grant may only be used for the purpose set out in the application and it cannot be given or transferred to any other group.

Any monies not used, in part or full, for the agreed purpose must be immediately returned to the Community Council.

At the Council's discretion, for large grants, (over £500) groups may be subject to a visit by the Clerk and/or Councillors to see how the grant has been administered or copies of documentation requested.

The Council will require details of how the money has been spent within 1 year of the award being made (Appendix Two).

Recognition of the grant from the Llanharan Community council must be made in any publicity and in the Group's accounts.

The Council may use the name of your Group and its project in our own publicity material where appropriate.

**All grants are at the discretion of the council:**

All applications will be considered on their merits and subject to providing the supporting documentation as requested on the application form. Incomplete applications will be returned and may not be re-considered. Especially if the budget is depleted.

Groups may be asked to make a brief presentation to Council Members.

If required, it is the applicant's responsibility to ensure that public liability insurance is in place.

The Council will take into consideration any previous grants made to an organisation when considering a new application.

### **Grants – DATA PROTECTION**

Your Personal Data – The information in this application will be held by Llanharan Community Council for considering your grant application. The information that you have provided in the application form above will be presented to a Council meeting and become a permanent public record in the Council minutes. The contact information for the application will be retained for up to 7 years as an audit trail for our expenditure and may be shared with relevant authorities when requested by them. This data will be controlled by Llanharan Community Council – for further information, please contact the Clerk on 01443 231430. More information can be found in our Privacy Notice which can be seen on the Council's website at [llanharancc.webs.com](http://llanharancc.webs.com) or from the Council Offices.

## LLANHARAN COMMUNITY COUNCIL

### Grant Aid Application Form

The maximum grant available is up to £2,000.

No payments will be paid by cash.

<b>SECTION A: ABOUT YOU</b>	
<b>Name of Organisation:</b> (Please note that if you are successful, payment will be made to a bank account registered in this name).	Llanharan and Brynna Wimbles
<b>Registered Charity Number (if applicable)</b>	
<b>Name of Main Contact:</b> (All correspondence will be addressed to this person)	Sarah Liney
<b>Full Postal Address of Applicant:</b>	c/o 18 Cynllan Avenue Llanharan RCT CF72 9UL
<b>Contact Telephone Number:</b>	07760162077
<b>Main Contact Email Address:</b>	Llanharanandbrynnawimbles@gmail.com
<b>Has the organisation received Grant Aid from Llanharan Community Council in the past 3 years?</b>	
<b>If the answer is yes, please complete the box below:</b>	
Date	Amount
2022	£ Not complete as sleepers need to be purchased
Canopy purchased by LCC £ 959.00	Balance O/S £541.00
Has an Appendix Two, 'Grant spend confirmation form' been satisfactorily completed for the most recent grant Appendix Two MUST be completed for the application to be considered.	Yes

Please provide a brief description of the main aims and activities of the organisation applying for a Grant.

The Wimbles, is an environmental group, raising awareness of environmental issues around rubbish/litter with the impact on our environment.

How many people are involved in the organisation and approximately what percentage of them live in the Llanharan Community Council area?  
100%

Are you a not for profit organisation?

Yes

How long has the organisation been established?

2016 Official start date 1<sup>st</sup> January 2017

**SECTION B: WHY ARE YOU APPLYING FOR GRANT AID?**

Please provide a brief description of specifically what you intend to use the Grant Aid for?

During Covid times, the Wimbles became a hub for litter picking kits for the general community to litter pick at their own pace, without placing themselves at risk.

During this time, we gave all out kit, leaving us with for community events.

We will use the money to purchase new equipment.

How will the Grant Aid benefit the Community?

The grant will provide a sense of pride amongst the community, a cleaner community and safer for children and wildlife.

Please provide the dates you intend to start and finish the project.

Start Date: Continual

Completion Date: Continual

**SECTION C: How much Grant Aid is being applied for?**

What is the total cost of the project/items for which Grant Aid is required?

20 33" KWT Litter picker £352.92

20 Kids KWT Litter picker £322.58

What is the amount of Grant Aid the organisation would like to apply for?

£675.50

What other sources of funding have been approached, or are available for the project?

**Supply the following information dependent on grant applied for.**

A. Up to £100

- Organisation/Group constitution or rules

B. £101 - £499

- Income and expenditure account/balance sheet
- Last bank statement **for ALL bank accounts**
- Constitution or rules
- VAT registration N/A
- Is the organisation profit making? No
- Provide quotations for items the Grant will be used for.

C. £500 - £2,000

- As requested in B
- Latest audited/ratified accounts and balance sheet.

**Section D: Sustainability**

Will the project/activity continue after this funding has ended?

Yes

If yes, provide details.

We are starting up the community litter picks at the end of July and plan on another 3 this year.

Unfortunately, due to the discharge of raw sewerage into the Ewenny Fach, we are unable on the grounds of H&S to reinstate these.

We have increased our committee level, through community members, who have actively been litter picking within the community with our kit.

## Section E: Payment Details

If your application is successful, payment will be made using the details below.

**Account Name** (*Use name of the organisation applying as in Section A*)

Llanharan and Brynna Wimbles

**Account Number**

~~20391663~~

**Sort Code** ~~608301~~\*\*\*\*\*

New Banking details  
Lloyds Bank  
Llanharan and Brynna Wimbles  
Sort Code: 30-99-50  
Account No: 78871760

## SECTION F: Completing the application

Your Signature – This must be the signature of the main contact named in Section A

### Declaration:


- i. I certify that the information contained in this application is correct.
- ii. If the information changes in any way I will inform Llanharan Community Council.

Signed:



Date: 14/07/2023



<b>Please note that this form requires two signatures:</b>	
Second Signature: 	
Position held in organisation: Secretary	
Signed: David Jones	Date: 14/07/2023
<b>Completed application forms should be returned to:</b> Clerk to the Council Llanharan Community Council 2 Chapel Rd Llanharan CF72 9QA clerk@llanharan-cc.gov.wales 01443 231430	

**Checklist:-**

- ✓ A copy of the organisations Constitution or rules to be provided
- ✓ Two signatories on the form.
- ✓ Submission of the application form is completed before the deadline date.

- ✓ You have considered any Equality impact issues in your application.
- ✓ If you previously received a grant from Llanharan Community Council, complete and include the feedback from in Appendix One and Appendix Two.

**Please note any applications received after the deadline dates may not be considered.**

**For any further information or assistance in completing the form please contact Llanharan Community Council on 01443 231430**



## Appendix One

### Llanharan Community Council Grant Feedback

Name:	Sarah Liney
Organisation:	Llanharan and Brynna Wimbles
Address:	As above
Telephone:	As above
Email address:	As above
Website:	N/A
Reason for previous application: (Project/activity name/details)	To continue growing the group  £1,500 was granted, £959 has been spent (purchased by the Council, the balance of £541 will be spent on sleepers and materials.
Amount received:	Ongoing
Date received:	Ongoing £959 spent 2023

I was happy with the application process?	Yes
If your answer to the above question is no, please give further details to enable us to improve the application process.	
How has the donation made a difference to the Community?	The grant will make a huge difference to the community by way of growing on produce, supporting the pantry, health benefits as well as financial benefits.

Llanharan Community Council welcomes feedback and photographs on all good causes that we have supported.

Should you provide photographs, these may be used for marketing purposes.

If you do NOT wish to have your photographs published tick this box ☐

*Return the completed form to:*

**Clerk to the Council**  
**Llanharan Community Council**  
**2 Chapel Road**  
**Llanharan**  
**CF72 9QA**  
[clerk@llanharan-cc.gov.wales](mailto:clerk@llanharan-cc.gov.wales)  
01443 231430



## Appendix Two

### Llanharan Community Council Grant Spend Confirmation Form

*Required for grants of £500 or more*

Name:	Sarah Liney
Organisation:	Llanharan and Brynna Wimbles
Address:	18 Cynllan Avenue Llanharan CF72 9UL
Telephone:	07760162077
Email address:	llanharanandbrynnawimbles@gmail.com
Date & Amount granted:	£1,500 2022
Specific reason for grant: What was the grant for:	Garden
Was the entire amount granted spent on what was in the application? If not provide a narrative on what it was spent on and/or how much of the grant remains unspent.	<p>The grant has been part spent, see appendix one also.</p> <p>The balance of £541 will purchase sleepers and materials to be purchased via the council</p>

Officers note: Is evidence required? (If over £500 applicant to provide invoices)	
Did the donation achieve its aims in relation to making a difference to the Community?	Yes, the donation is and will make a huge difference to the community. It is already being used by local groups

Llanharan Community Council welcomes feedback and photographs on all good causes that we have supported.

Should you provide photographs, these may be used for marketing purposes.

If you do NOT wish to have your photographs published tick this box ☐

*Return the completed form to:*

**Clerk to the Council**  
**Llanharan Community Council**  
**2 Chapel Road**  
**Llanharan**  
**CF72 9QA**  
[clerk@llanharan-cc.gov.wales](mailto:clerk@llanharan-cc.gov.wales)  
01443 231430

# CONSTITUTION

## A NAME

The name of the group is **Llanharan and Brynna Wimbles**

## B AIMS

The group's aims are: -

1. Combat and educate on the dangers of littering in the Llanharan, Brynna, Ynysmaerdy, Bryncae, Mountain Hare and Llanilid areas within Llanharan Community Council;
2. Encouraging the growth of wildflowers in and around the trunk and distributor roads in the above areas;
3. Educate and assist with horticultural skills inclusive for all;
4. Educate all and raise awareness of wildlife issues; enabling the community to have practical environmental skills training, such as making bird/animal/insect boxes;
5. Work with all stakeholders, on a non-partisan basis;
6. Encourage the interaction of the children and the wider community to achieve these goals.

## C CARRYING OUT THE AIMS

In order to carry out the aims of the group, the committee may: -

- (1) raise funds and receive contributions.
- (2) buy or sell property, take on leases and employ staff.
- (3) co-operate with other groups and organisations
- (4) do all such other lawful things as are necessary to achieve the aims.

## D MEMBERSHIP

Membership of the group is open to any person who wants to support the aims of the group. An up to date membership list will be kept.

## E ANNUAL GENERAL MEETING

- (1) The Annual General Meeting will be held in the month of **April** with 14 days notice given to all members.
- (2) The committee will present the annual report and accounts.
- (3) Members can put themselves forward for election to the committee at the AGM.
- (4) Every member has one vote.
- (5) Members will elect the Chair, Treasurer and Secretary for the coming year, and up to **Five** other committee members.

## F COMMITTEE

- (1) The committee will hold at least two meetings each year.



- (2) At least three members of the committee must be present at a meeting to be able to take decisions.
- (3) The committee will keep minutes and maintain accounts which can be viewed by any member on request.
- (4) The committee may appoint Two co-opted members in addition to those elected at the AGM
- (5) Committee members must not be paid or gain financially from the group.

**G** **MONEY**

- (1) Funds will be held in a bank account operated by the committee in the name of the group. All cheques must be signed by two committee members.
- (2) Funds shall only be used to support the aims of the group.

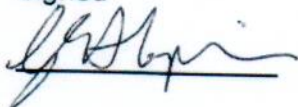
**H** **THE CONSTITUTION**

Changes to the constitution or a decision to wind up the group must be confirmed by a majority of members present and voting at a general meeting for all members called with 14 days notice. Any assets remaining will be given to a charity with similar aims.

**I** **ARRANGEMENTS UNTIL FIRST GENERAL MEETING**

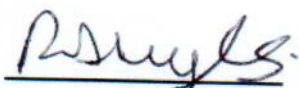
This constitution was adopted on the 9th day of March 2017 by the people whose signatures appear below, who will act as the committee until the first AGM.

Signed



Print Name

**GERAINT E HOPKINS**



**RICHARD HUGHES**



**SARAH LINEY**

Llanharan and Brynna Wimbles  
Covering Llanharan, Brynna, Llanilid, Mountain Hare, Bryncae and Ynysmaerdy



## Profit and Loss Report for Llanharan and Brynna Wimbles

Account	1 Jan 2022 to 31 Dec 2022	
	Expense	Income
OTHER INCOME		
Donation		1.99
<b>Total Revenue (Turnover)</b>		<b>1.99</b>
DIRECT EXPENSES		
Llanharan Garden	576.98	
Brynna Garden	140.00	
<b>Direct Expenses (total)</b>	<b>716.98</b>	
<b>Gross Profit / (Loss)</b>		<b>(714.99)</b>
INDIRECT EXPENSES		
Legal, professional	100.35	
Finance charges	72.00	
<b>Indirect Expenses (total)</b>	<b>172.35</b>	
<b>Total Expenses</b>	<b>889.33</b>	
<b>Net Income</b>		<b>(887.34)</b>

Prepared on 16 Jul 2023 at 20:06:56

Profit and Loss Report for Llanharan and Brynna Wimbles

Account	1 Jan 2023 to 31 Dec 2023	
	Expense	Income
OTHER INCOME		
Grant		80.00
<b>Total Revenue (Turnover)</b>		<b>80.00</b>
DIRECT EXPENSES		
Litter picking	357.92	
<b>Gross Profit / (Loss)</b>		<b>(277.92)</b>
INDIRECT EXPENSES		
Legal, professional	127.60	
Finance charges	36.00	
<b>Indirect Expenses (total)</b>	<b>163.60</b>	
<b>Total Expenses</b>	<b>521.52</b>	
<b>Net Income</b>		<b>(441.52)</b>

Prepared on 16 Jul 2023 at 20:08:03

Llanharan and Brynna Wimbles  
18 CYNLLAN AVENUE  
LLANHARAN  
PONTYCLUN  
MID GLAMORGAN  
CF72 9UL

## Your Account

**Sort Code** 30-99-50  
**Account Number** 78871760

## TREASURERS ACCOUNT

01 November 2023 to 30 November 2023

<b>Money In</b>	£2,372.87	<b>Balance on 01 November 2023</b>	£332.71
<b>Money Out</b>	£2,439.26	<b>Balance on 30 November 2023</b>	£266.32

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
07 Nov 23	ACCOUNTS PAYABLE COOPNOV73855	BGC	2,372.87		2,705.58
13 Nov 23	SARAH LINEY 100000001234753689 DT	FPO		39.26	2,666.32
13 Nov 23	LLANHARAN AND BRYN 309950 14658262	TFR		2,000.00	666.32
13 Nov 23	LLANHARAN AND BRYN 309950 14658262	TFR		400.00	266.32

## Transaction types

<b>BGC</b> Bank Giro Credit	<b>BP</b> Bill Payments	<b>CHG</b> Charge	<b>CHQ</b> Cheque
<b>COR</b> Correction	<b>CPT</b> Cashpoint	<b>DD</b> Direct Debit	<b>DEB</b> Debit Card
<b>DEP</b> Deposit	<b>FEE</b> Fixed Service	<b>FPI</b> Faster Payment In	<b>FPO</b> Faster Payment Out
<b>MPI</b> Mobile Payment In	<b>MPO</b> Mobile Payment Out	<b>PAY</b> Payment	<b>SO</b> Standing Order
<b>TFR</b> Transfer			

Llanharan and Brynna Wimbles  
18 CYNLLAN AVENUE  
LLANHARAN  
PONTYCLUN  
MID GLAMORGAN  
CF72 9UL

## Your Account

**Sort Code** 30-99-50  
**Account Number** 78871760

## TREASURERS ACCOUNT

01 December 2023 to 31 December 2023

**Money In** £0.00  
**Money Out** £0.00

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
------	-------------	------	--------------	---------------	-------------

You have no transactions to display for this period.

## Transaction types

<b>BGC</b> Bank Giro Credit	<b>BP</b> Bill Payments	<b>CHG</b> Charge	<b>CHQ</b> Cheque
<b>COR</b> Correction	<b>CPT</b> Cashpoint	<b>DD</b> Direct Debit	<b>DEB</b> Debit Card
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<b>MPI</b> Mobile Payment In	<b>MPO</b> Mobile Payment Out	<b>PAY</b> Payment	<b>SO</b> Standing Order
<b>TFR</b> Transfer			

Llanharan and Brynna Wimbles  
18 CYNLLAN AVENUE  
LLANHARAN  
PONTYCLUN  
MID GLAMORGAN  
CF72 9UL

## Your Account

**Sort Code** 30-99-50  
**Account Number** 78871760

## TREASURERS ACCOUNT

01 January 2024 to 31 January 2024

**Money In** £0.00  
**Money Out** £0.00

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
------	-------------	------	--------------	---------------	-------------

You have no transactions to display for this period.

## Transaction types

<b>BGC</b> Bank Giro Credit	<b>BP</b> Bill Payments	<b>CHG</b> Charge	<b>CHQ</b> Cheque
<b>COR</b> Correction	<b>CPT</b> Cashpoint	<b>DD</b> Direct Debit	<b>DEB</b> Debit Card
<b>DEP</b> Deposit	<b>FEE</b> Fixed Service	<b>FPI</b> Faster Payment In	<b>FPO</b> Faster Payment Out
<b>MPI</b> Mobile Payment In	<b>MPO</b> Mobile Payment Out	<b>PAY</b> Payment	<b>SO</b> Standing Order
<b>TFR</b> Transfer			

Llanharan and Brynna Wimbles  
18 CYNLLAN AVENUE  
LLANHARAN  
PONTYCLUN  
MID GLAMORGAN  
CF72 9UL

## Your Account

**Sort Code** 30-99-50  
**Account Number** 78871760

## TREASURERS ACCOUNT

01 February 2024 to 05 February 2024

**Money In** £0.00  
**Money Out** £0.00

## Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
------	-------------	------	--------------	---------------	-------------

You have no transactions to display for this period.

## Transaction types

<b>BGC</b> Bank Giro Credit	<b>BP</b> Bill Payments	<b>CHG</b> Charge	<b>CHQ</b> Cheque
<b>COR</b> Correction	<b>CPT</b> Cashpoint	<b>DD</b> Direct Debit	<b>DEB</b> Debit Card
<b>DEP</b> Deposit	<b>FEE</b> Fixed Service	<b>FPI</b> Faster Payment In	<b>FPO</b> Faster Payment Out
<b>MPI</b> Mobile Payment In	<b>MPO</b> Mobile Payment Out	<b>PAY</b> Payment	<b>SO</b> Standing Order
<b>TFR</b> Transfer			



BB INST ONLINE Statement

Printed: 06 February 2024

Llanharan and Brynna Wimbles

Sort code 30-99-50    Account number 14658262

18 CYNLLAN AVENUE  
LLANHARAN  
PONTYCLUN  
MID GLAMORGAN  
CF72 9UL

The data shown on your statement was correct at the time of printing. Please remember, this isn't an official bank copy.

Please check your statement. If you think that something looks incorrect, please call us on 0345 072 5555 Monday to Friday, 7:00am - 8:00pm; Saturday, 9:00am - 2:00pm (+44 (0) 1733 347 338, from outside the UK). Or Textphone 0345 601 6909.

Date	Description	Type	In (£)	Out (£)	Balance (£)
09 Jan 24	INTEREST (GROSS)		2.48		2404.96
11 Dec 23	INTEREST (GROSS)		2.48		2402.48
13 Nov 23	LLANHARAN AND BRYN 309950 78871760	TFR	400.00		2400.00
13 Nov 23	LLANHARAN AND BRYN 309950 78871760	TFR	2000.00		2000.00

Lloyds Bank plc Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales no. 2065. Telephone: 0207 626 1500.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 119278.

Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS). Please note that due to FSCS and FOS eligibility criteria not all business customers will be covered. For further information about the compensation provided by the FSCS, refer to the FSCS website at [www.FSCS.org.uk/](http://www.FSCS.org.uk/).



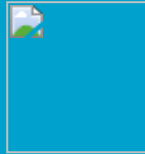
Llanharan Wimbles &lt;llanharanandbrynnawimbles@gmail.com&gt;

## Your Local Community Fund application details

Co-op <noreply@causes.coop.co.uk>  
Reply-To: Co-op <noreply@causes.coop.co.uk>  
To: llanharanandbrynnawimbles@gmail.com

Sun, May 29, 2022 at 9:44 PM

Local Community Fund



# Your Local Community Fund application

Thanks for submitting your application.

Your Cause ID is: 73855.

[Read the Local Community Fund terms and conditions](#)

## Your application details

### What type of group are you?

Verified by Governing Documents

### Group name

Llanharan and Brynna Wimbles

### Group address

[18 Cynllan Avenue , Llanharan, CF72 9UL](#)

### Social and web links

<https://www.facebook.com/Llanharanandbrynnawimbles/>, @Wimblesllanbryn

### Total annual income in the last financial year

Under £5,000

### Explain your group's overall goal

We're a group who want to combat and educate on the damages of littering within our community. Provide Horticultural skills whilst providing safe spaces for the community to enjoy.



We assist wildlife by litterpicking on a regular basis, as well as funding equipment for individuals to do so. Our river cleans save river population. We help the community, wildlife and the environment

**Main contact details**

Sarah Liney, [llanharanandbrynnawimbles@gmail.com](mailto:llanharanandbrynnawimbles@gmail.com), 07760162077

**Alternative contact details**

Olie Wicks , [oliewicks@gmail.com](mailto:oliewicks@gmail.com), 07896483301

**Project name**

Bryncae Community Garden

**Choose 1 category that best fits your project**

MENTAL\_WELLBEING

**Project postcode**

CF72 9UU

**Summarise your project**

Creating a stronger community and providing safe space for all ages, to provide skills to grow their own produce, but also work towards a healthier environment. Teaching young people bushcraft skills

**How many people will your project help?**

250 to 500

**Who will your project help?**

Ethnic minorities, Children (0 to 15), Disabled people, Faith communities, LGBTQ+ people, Men, Migrants, Older people, People on a low income, People with mental health and wellbeing problems, Women, Young people (16 to 24), Bereavement, Drug and alcohol addiction, Food justice, Loneliness and isolation, Mental wellbeing, Social mobility

**Will your project help people affected by a particular issue?**

Ethnic minorities, Children (0 to 15), Disabled people, Faith communities, LGBTQ+ people, Men, Migrants, Older people, People on a low income, People with mental health and wellbeing problems, Women, Young people (16 to 24), Bereavement, Drug and alcohol addiction, Food justice, Loneliness and isolation, Mental wellbeing, Social mobility

**How will your project make a difference in your community?**

The space will provide a safe welcoming space for all to use; they can learn skills or simply sit and enjoy the area. The garden is close to the food pantry and any excess produce will be donated to the pantry for distribution by those in food poverty. It will provide life saving skills for young people as well as a community tool sharing provision to allow people to grow produce in their garden

**Estimated total cost of the project**

£5,000

### Provide a breakdown of how you plan to spend the money

We will be purchasing materials to make Raised beds which will make the area accessible for those in a wheelchair Shelter / canopy this will ensure that bushcraft can continue despite the weather Activity area, this is for young children to learn through play Start up costs for compost, equipment, tools Fencing, safety measurers around the wildlife pond we will be building

### Your bank details

We have saved your bank details securely

## What happens next

1. We'll review your application. If we need more information, we'll email you again.
2. After we've reviewed all applications, we'll choose up to 3 projects to support in each community for 12 months from October 2022 to October 2023.
3. We'll send you an email to let you know if you're successful in October 2022.

If you're successful, you'll receive your funds in November 2023.

While you wait, you can explore Co-operate to [find volunteers, equipment and resources for free](#).

## We'd love your feedback

To help us improve our application process, please tell us about your experience.

Your response will not affect the outcome of your application.

[Go to the survey and complete 7 questions](#).

## Contact us about your application

To contact us about your application, email [communityteam@coop.co.uk](mailto:communityteam@coop.co.uk)

You'll need to include your Cause ID, which is at the top of this email.

[Contact us](#)[Find us](#)[Sign in](#)



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**From:** [Llanharan Wimbles](#)  
**To:** [The Clerk / Project Officer](#)  
**Cc:** [Office](#)  
**Subject:** Re: Grant application - Wimbles.  
**Date:** 07 February 2024 11:03:08  
**Attachments:** [Your Local Community Fund application details - llanharanandbrynnawimbles@gmail.com - Gmail.pdf](#)

---

Hi Leigh

When the application was submitted for the Coop fund it was for the garden only.

Please see attached.

Sarah

On Wed, Feb 7, 2024 at 10:47 AM The Clerk / Project Officer <project@llanharan-cc.gov.wales> wrote:

Good morning,

“The money cannot be used for litter picking”, could you elaborate on this please? Specifically why can the money not be used to purchase litter picking equipment? Was it a specific condition of the grant made and if so could you provide a copy of the terms and conditions please?

If there is another reason, if you could provide a narrative expanding on the above it would be helpful.

Best regards

**Leigh Smith**

**Clerk to the Council.**

**Llanharan Community Council**

[Clerk@llanharan-cc.gov.wales](mailto:Clerk@llanharan-cc.gov.wales)

[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)

[www.llanharan-cc.gov.wales](http://www.llanharan-cc.gov.wales)

**Tel: 01443 231430 / 07769 266675**

Mae'r neges ar gyfer y person / pobl enwedig yn unig. Gall gynnwys gwybodaeth bersonol, sensitif neu gyfrinachol. Os nad chi yw'r person a enwyd (neu os nad oes gyda chi'r awdurdod i'w derbyn ar ran y person a enwyd) chewch chi ddim ei chopio neu'i defnyddio, neu'i datgelu i berson arall. Os ydych chi wedi derbyn y neges ar gam, rhowch wybod i'r sawl sy wedi anfon y neges ar unwaith. Mae'n bosibl y bydd holl negeseuon yn cael eu cofnodi a/neu fonitro unol â'r ddeddfwriaeth berthnasol.

[llanharan-cc.gov.uk](mailto:llanharan-cc.gov.uk)

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---

**From:** llanharanandbrynnawimbles <[llanharanandbrynnawimbles@gmail.com](mailto:llanharanandbrynnawimbles@gmail.com)>  
**Sent:** Tuesday, February 6, 2024 2:51 PM  
**To:** The Clerk / Project Officer <[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)>  
**Cc:** Office <[Office@llanharan-cc.gov.wales](mailto:Office@llanharan-cc.gov.wales)>  
**Subject:** RE: Grant application - Wimbles.

Thanks Leigh

Sarah

Sent from my Galaxy

----- Original message -----

From: The Clerk / Project Officer <[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)>  
Date: 06/02/2024 14:14 (GMT+00:00)  
To: Llanharan Wimbles <[llanharanandbrynnawimbles@gmail.com](mailto:llanharanandbrynnawimbles@gmail.com)>  
Cc: Office <[Office@llanharan-cc.gov.wales](mailto:Office@llanharan-cc.gov.wales)>  
Subject: RE: Grant application - Wimbles.

Afternoon,

Thanks Sarah, Ill add that to the paper. Ill ask permission from the Chair of audit to put this on the agenda for full council on 15<sup>th</sup>.

Regards

**Leigh Smith**

**Clerk to the Council.**

**Llanharan Community Council**

[Clerk@llanharan-cc.gov.wales](mailto:Clerk@llanharan-cc.gov.wales)

[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)

[www.llanharan-cc.gov.wales](http://www.llanharan-cc.gov.wales)

**Tel: 01443 231430 / 07769 266675**

Mae'r neges ar gyfer y person / pobl enwedig yn unig. Gall gynnwys gwybodaeth bersonol, sensitif neu gyfrinachol. Os nad chi yw'r person a enwyd (neu os nad oes gyda chi'r awdurdod i'w derbyn ar ran y person a enwyd) chewch chi ddim ei chopio neu'i defnyddio, neu'i datgelu i berson arall. Os ydych chi wedi derbyn y neges ar gam, rhoewch wybod i'r sawl sy wedi anfon y neges ar unwaith. Mae'n bosibl y bydd holl negeseuon yn cael eu cofnodi a/neu fonitro unol â'r ddeddfwriaeth berthnasol.

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[llanharan-cc.gov.uk](http://llanharan-cc.gov.uk)

---

**From:** Llanharan Wimbles <[llanharanandbrynnawimbles@gmail.com](mailto:llanharanandbrynnawimbles@gmail.com)>

**Sent:** Tuesday, February 6, 2024 2:00 PM

**To:** The Clerk / Project Officer <[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)>

**Cc:** Office <[Office@llanharan-cc.gov.wales](mailto:Office@llanharan-cc.gov.wales)>

**Subject:** Re: Grant application - Wimbles.

Hello Leigh

We changed our bank account as I refused to keep paying the banking fees and Lloyds is FOC.

See attached the deposit account which shows the transfer out from the current account into it.

The money cannot be used for litter picking.

Sarah

On Tue, Feb 6, 2024 at 11:48 AM The Clerk / Project Officer <[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)> wrote:

Good afternoon,

Can you please confirm that you have included statements showing balances and transactions for all bank accounts held by the group.

Your previous application listed your account as Acc no: [REDACTED] 663 Sort Code: [REDACTED] 301.

Also there are transactions listed showing transfers to another account: LLANHARAN AND BRYN [REDACTED] 950, [REDACTED] 262, is this a wimbles account? If so would you please provide the statements or otherwise, would you mind providing a narrative please as I would anticipate this being questioned by members and it is often sensible to provide a narrative with the application for members to take into account to avoid any further delays.

Best regards

**Leigh Smith**

**Clerk to the Council.**

**Llanharan Community Council**

[Clerk@llanharan-cc.gov.wales](mailto:Clerk@llanharan-cc.gov.wales)

[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)

[www.llanharan-cc.gov.wales](http://www.llanharan-cc.gov.wales)

**Tel: 01443 231430 / 07769 266675**

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**From:** Llanharan Wimbles <[llanharanandbrynnawimbles@gmail.com](mailto:llanharanandbrynnawimbles@gmail.com)>

**Sent:** Monday, February 5, 2024 1:20 PM

**To:** The Clerk / Project Officer <[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)>

**Cc:** Office <[Office@llanharan-cc.gov.wales](mailto:Office@llanharan-cc.gov.wales)>

**Subject:** Re: Grant application - Wimbles.

Dear Leigh,

Please find attached.

KR

Sarah



On Tue, Jan 30, 2024 at 5:26 PM The Clerk / Project Officer <[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)> wrote:

Good evening,

Regarding your recent grant application, the Council has resolved the following:

**RESOLVED A2024/013**

General grant application from 'The Wimbles'

To defer consideration of the general grant application from 'the Wimbles' to a future meeting pending receipt of the following, the items being considered material to decision making:

- a) A signed copy of the application signed by two authorised signatories and stating the names of those signatories.
- b) The group's latest bank statement.
- c) An application with Section A of the form completed detailing what grant aid has been received from the Community Council in the past 3 years. Section A must detail the amount received and the date.
- d) An application with all sections of Appendix two correctly and fully completed to the satisfaction of the Clerk. No invoices being required if the Community Council has purchased and gifted items to the group.

Having a look through your most recent email dated 17<sup>th</sup> January you have provided a copy of the application form but unfortunately the Appendix two is still not completed.

Furthermore, unfortunately the bank statement you have provided does not show a balance. Whilst it is not explicit on the application form, the purpose of the request for a recent bank statement is so that members can see the bank balance of the group who is applying for a grant. Ideally transactions for that period also.

Could you please rectify the items shown above and resubmit the application in full in one email containing the application itself and all of the supporting information required.

If I receive this by 8<sup>th</sup> February 2024 I will request that the chair of the audit committee gives permission for the application to go before full council and if granted will present your application as received to full council at the February meeting of council to be held on 15<sup>th</sup> February 2024.

I may not have an opportunity to check the application until shortly before the meeting and so it is important that you understand that the onus is on you as an applicant to ensure all aspects of the application are provided.

Any questions please do not hesitate to contact me.

Best regards

**Leigh Smith**

**Clerk to the Council.**

**Llanharan Community Council**

[Clerk@llanharan-cc.gov.wales](mailto:Clerk@llanharan-cc.gov.wales)

[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)

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**From:** Llanharan Wimbles <[llanharanandbrynnawimbles@gmail.com](mailto:llanharanandbrynnawimbles@gmail.com)>  
**Sent:** Wednesday, January 17, 2024 1:50 PM  
**To:** The Clerk <[clerk@llanharan-cc.gov.wales](mailto:clerk@llanharan-cc.gov.wales)>; Evans, David (Councillor) <[david.evans@rctcbc.gov.uk](mailto:david.evans@rctcbc.gov.uk)>  
**Subject:** Grant

Please see insert on Page 5, you will need to combine with the signature one as I do not have access to that at this moment.

January Statement attached

--

**Llanharan and Brynna Wimbles**

[llanharanandbrynnawimbles@gmail.com](mailto:llanharanandbrynnawimbles@gmail.com)

--

**Llanharan and Brynna Wimbles**

[llanharanandbrynnawimbles@gmail.com](mailto:llanharanandbrynnawimbles@gmail.com)

--


**Llanharan and Brynna Wimbles**

[llanharanandbrynnawimbles@gmail.com](mailto:llanharanandbrynnawimbles@gmail.com)



Keep Wales Tidy Litter Picker 33"

£ 19.50 – £ 499.80 inc. Vat

Packs 10 Pack  Clear

£ 176.46 inc. Vat

1

Add to cart

Our official Keep Wales Tidy litterpicker!

This litterpicker is ideal for general litter collection on any surface

Manufactured by The Helping Hand Company

Litterpicker features:

- 33" length
- Dual Keep Wales Tidy branding – dragon design
- Comfortable handle for long periods of cleansing
- Bright reflective properties for use in all visibility
- Grooved jaw for secure grip, trigger style action



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There are no reviews yet.

Be the first to review "Keep Wales Tidy Litter Picker 33"

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You may also like:



Junior Hi-Vis Vest

£ 6.30 – £ 54.60 inc. Vat

Being visible is a really important part of litter picking, for people of all ages.

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### Litter Picker Pro Long

£ 31.76 inc. Vat

This litter picker is ideal for general litter collection – the extra reach is suitable for waterways, hedgerows and hard to reach locations.

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Adult PVC Gloves – protects the hands use after use, standard adult fitting, knitted cotton wristband and protective coated heavy-duty PVC for your hands.

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### Handihoop Bag Opener

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The litter picker's best friend, the Handihoop bag opener is the tool to have if you are carrying out a clean-up.

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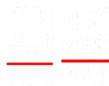
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INVESTORS IN PEOPLE™  
We invest in people Gold  
Rydym yn buddsoddi mewn pobl Aur





Graptor Kids Litter Picker

£17.44 – £161.29 inc. Vat

Packs 10 Pack  Clear

£161.29 inc. Vat

1

[Add to cart](#)

Especially designed for children and bringing Litterpicking to life, the Graptor Kids Litter Picker has a dragon imagery as part of the design.

Making things even easier, the 'teeth' on the Graptor jaws are tailored to pick up litter as quickly as possible, and the bright colour helps the child see the litter. The comfortable handle also provides the child with a secure grip on the litter picker. Kids love using the Graptor: litter picking becomes an exciting outdoor learning exercise, and they want to do it again and again!

**Graptor features:**

27" length for ease and safety of use

Vivid bright design, especially to capture the children's imagination

Comfortable handle

Keep Wales Tidy dual branding

The Helping Hand Company is a silver corporate member and UK manufacturer of litter clearance tools. For every litter picker ordered through our online shop, Helping Hand will donate a percentage of each sale back to Keep Wales Tidy.

[Back to Shop](#)**Reviews**

There are no reviews yet.

**Be the first to review "Graptor Kids Litter Picker"**

Your email address will not be published. Required fields are marked \*

Your rating \*



Your review \*

Name \*

Email \*

☐ Save my name, email, and website in this browser for the next time I comment.

Submit

You may also like:



Handi Cart Lite with Storage Bag

£158.47 inc. Vat

The  
**NEW Handicart Lite**  
is your perfect litter picking companion – the lightweight mobile solution for smarter litter collection.

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Ranger MAX litter picker 35"

£ 24.65 inc. Vat

Comfortable curved handle for long periods of cleansing

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### Handihoop Bag Opener

£11.54 – £103.46 inc. Vat

The litter picker's best friend, the Handihoop bag opener is the tool to have if you are carrying out a clean-up.

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### Handi Cart Lite Community Litter Cart

£149.93 inc. Vat

The NEW Handi Cart Lite is your perfect litter companion – the lightweight, mobile solution for smarter litter collection.

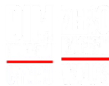
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We invest in people Gold  
Rydym yn buddsoddi mewn pobl Aur



## **Appendix 11**

### **Llanharan FC previously resolved grant application**

In the January 2024 Council meeting council resolved the following:

#### **2024/015 RESOLVED**

A2024/012 To grant Llanharan Football Club £495 towards the purchase of the equipment detailed in the application to facilitate the reinstatement of a Saturday 'second' team. Payment to be made subject to the receipt of the following supporting documentation to the satisfaction of the Clerk (these items not considered material to decision making):

a) The constitution document of the club (including details of the named officers of the club or if this is not included in the constitution document the applicant to annotate the application to show the formal positions of the signatories).

b) Invoices totaling £900 to show what the previous grant was spent on. (As per Appendix 2 of the application).

#### **Officer notes**

The applicant has failed to produce the club's constitution document however they have provided an email setting out some of the governance of the club (provided below). This does not satisfy condition a) outlined in the resolution.

Regarding condition b) the applicant has provided a receipt, however the receipt is dated 18<sup>th</sup> August 2023. (provided below). The applicant has stated that the items were actually purchased in 2022 and not 2023. No explanation as the anomaly has been provided. However the Clerk notes that the same amount (£954) is shown as an expenditure on 'kit' in the income and expenditure report to June 2023.

*(Note: The application form, and therefore the Council's grant policy states that all grants must be used within one year from the award being made, the award having been made in July 2022).*

The Clerk has engaged with the applicant and provided advice and assistance to this point.

#### **Next steps**

The conditions of resolution 2024/015 having not been met as it is worded, the Officers do not therefore have authority to pay the grant at this time (£495).



- Option 1

To pay the grant of £495 on the basis of the information provided.

Note: This option would require revocation of Resolution 2024/015.

As no new significant information has come to light regarding the matter, under standing order 21 (reproduced below) for the revocation of a previous resolution a special motion is required, the written notice of which bears the names of at least a third of the membership of the Council, or by a motion moved in pursuance of the report or recommendation of a Committee or on a report from the Proper Officer.

This would need to be submitted to the Clerk prior to the next meeting of the Council.

Reference: Standing order 21. RESCISSION OF PREVIOUS RESOLUTIONS

*I - A resolution (whether affirmative or negative) of the Council shall not be reversed within six months except either by a special motion, the written notice of which bears the names of at least a third of the membership of the Council, or by a motion moved in pursuance of the report or recommendation of a Committee or on a report from the Proper Officer*

- Option 2

To remind the applicant of the Council's precise requirements relating to the receipt of a **constitution document** including details of the named officers of the club or if this is not included in the constitution document the applicant to annotate the application to show the formal positions of the signatories.

And

To offer the applicant the opportunity to provide a written narrative in explanation for the anomaly regarding the date on the receipt dated 18<sup>th</sup> August 2023 and/or for the absence of any other receipts.

The Clerk advises that these communications have already taken place.

- Option 3

Some other option not listed here.



**From:** [gareth haincock](#)  
**To:** [The Clerk / Project Officer](#)  
**Subject:** RE: Llanharan Community Council grant.  
**Date:** 09 February 2024 15:00:49

---

Further from our phone conversation

Unfortunately we will not be adding any wool or fabricating a claim as you Leigh suggested

Our constitution as stands

Chairman Gareth haincock  
Secretary Neil deveuex  
Treasurer Gareth haincock

We are affiliated with the Walsh F.A

There is no elections with the club at the end of the year

Any meetings needed is done by video phone call

We have to attend 2 AGMs with the football leagues

On 9 Feb 2024 14:44, The Clerk / Project Officer <[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)> wrote:

Please find attached a copy of the Council's complaints procedure.

Regards

**Leigh Smith**

**Clerk to the Council.**

**Llanharan Community Council**

[Clerk@llanharan-cc.gov.wales](mailto:Clerk@llanharan-cc.gov.wales)

[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)

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**From:** The Clerk / Project Officer  
**Sent:** Friday, February 9, 2024 2:05 PM  
**To:** 'gareth haincock' [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Llanharan Community Council grant.

Gareth,

To be clear, should I receive the constitution Monday and the Council agrees to go ahead with your grant, for any future grant you will need to provide receipts/invoices for the following (as this is what your grant is for):

Balls £144

4 x Corner flags £71.99

Kit £675

First aid refill kit £14.22

Training equipment hurdles, agility etc £73.99

Total £949.20

Just a reminder that you will need to put these receipts to one side to be presented next time.

Best regards

**Leigh Smith**

**Clerk to the Council.**

**Llanharan Community Council**

[Clerk@llanharan-cc.gov.wales](mailto:Clerk@llanharan-cc.gov.wales)

[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)

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**From:** The Clerk / Project Officer

**Sent:** Friday, February 9, 2024 12:17 PM

**To:** gareth haincock <[REDACTED]>

**Subject:** RE: Llanharan Community Council grant.

No problem mate,

I will need the constitution by end of play Monday please.

Cheers

**Leigh Smith**

**Clerk to the Council.**

**Llanharan Community Council**

[Clerk@llanharan-cc.gov.wales](mailto:Clerk@llanharan-cc.gov.wales)

[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)

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**From:** gareth haincock <[REDACTED]>  
**Sent:** Thursday, February 8, 2024 9:10 PM  
**To:** The Clerk / Project Officer <[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)>  
**Subject:** RE: Llanharan Community Council grant.

Yes that's great thanks for your help with this

On 8 Feb 2024 11:46, The Clerk / Project Officer <[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)>

wrote:

Morning,

Further to our earlier telephone conversation.

The receipt that has been provided is from August 2023 and I assume is to show what you have paid out this year and what you require funds for to re-imburse from the current grant application.

What is required are receipts to show what you spent the £900 that was granted to you following your application dated 18/6/2022.

Namely " The grant will assist in purchase 2 x new kits, training equipment, match day equipment and upgrading our existing kit."

If you do not have these receipts, (I assume not following our conversation' then I will provide the Council with the narrative that you provided me with earlier Gareth explaining why and they will consider this.

If this grant is in fact then made on the basis of your application, namely,

"Following the success of the Club over the last few seasons, and the formation of new teams last year, we wish to build on this strength and re-instate our seconds Saturday team. The club is continually improving, and we need to capture enthusiasm.

The grant will assist in the purchase of 2 x new kits, training equipment, match day equipment and upgrading of our first aid contents"

Just bear in mind that you will need next year to provide receipts to show what you spent this money on (possibly the receipt you have already provided dated August/Sept 2023 could be sent with that). Also you will need to demonstrate that you have in fact started a second team as this is what the grant is essentially for.

I hope this all makes sense. Let me know if you are going to provide receipts or if you want me to use the narrative we agreed on.

Any issues, give me a call.

**Leigh Smith**

**Clerk to the Council.**

**Llanharan Community Council**

[Clerk@llanharan-cc.gov.wales](mailto:Clerk@llanharan-cc.gov.wales)

[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)

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---

**From:** The Clerk / Project Officer

**Sent:** Tuesday, January 30, 2024 5:12 P

**[REDACTED]** [wales](#)>

**Subject:** Llanharan Community Council grant.

Hi Gareth,



Just a note on our conversation the other evening.

As you know the council has resolved the following:

**RESOLVED A2024/012**

To grant Llanharan Football Club £495 towards the purchase of the equipment detailed in the application to facilitate the reinstatement of a Saturday 'second' team. Payment to be made subject to the receipt of the following supporting documentation to the satisfaction of the Clerk (these items not considered material to decision making):

- a) The constitution document of the club (including details of the named officers of the club or if this is not included in the constitution document the applicant to annotate the application to show the formal positions of the signatories).
- b) Invoices totalling £900 to show what the previous grant was spent on. (As per Appendix 2 of the application).

Regarding the requirement to provide receipts for the items purchased from the previous grant, you indicated that you were not able to do so. I can present this to Council and request that on this occasion they consider issuing the grant without the receipts provided an explanation is given as to why they are unavailable.

My recollection of our conversation you stated the following: (If you are happy with this, I can present this as your statement as to why receipts are not available).

I was not aware of the need to provide receipts and so I have never kept receipts. If it is written on the grant form I apologise, I have issues with dyslexia and often my mother or someone else assists me with completing the forms. It is a genuine oversight and there is no intention to hide anything.

I often pay for items from my own bank account and then arrange transfers from the club account into my account to cover what has been spent. I have done things like this for many years and it has never been questioned by anyone. It has never even occurred to me to keep receipts. If that's what I need to do in future I will, my only aim is to keep the club running to provide an opportunity to play football in the community.

Can you let me know if you are happy with this form of words? If so it will go back to Council in February.

Otherwise let me know if you'd like any changes.

Feel free to give me a call rather than replying to this email if you prefer.

I will assist with the constitution and send something over in a while, very busy at the moment.

Best regards

**Leigh Smith**

**Clerk to the Council.**

**Llanharan Community Council**

[Clerk@llanharan-cc.gov.wales](mailto:Clerk@llanharan-cc.gov.wales)

[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)

[www.llanharan-cc.gov.wales](http://www.llanharan-cc.gov.wales)

**Tel: 01443 231430 / 07769 266675**

Mae'r neges ar gyfer y person / pobl enwedig yn unig. Gall gynnwys gwybodaeth personol, sensitif neu gyfrinachol. Os nad chi yw'r person a enwyd (neu os nad oes gyda chi'r awdurdod i'w derbyn ar ran y person a enwyd) chewch chi ddim ei chopio neu'i defnyddio, neu'i datgelu i berson arall. Os ydych chi wedi derbyn y neges ar gam, rhowch wybod i'r sawl sy wedi anfon y neges ar unwaith. Mae'n bosibl y bydd holl negeseuon yn cael eu cofnodi a/neu fonitro unol â'r ddeddfwriaeth berthnasol.

llanharan-cc.gov.uk

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Date 18/08/2023 No 296

Received from Neil Denny LFC

The sum of Football Kit Front and back.

Amount:

954.00

Signed:

Angela Cummins.

Starw Embroidery

*With Thanks*



To whom it may concern,

I am pleased to let you know that the Community Council has reserved funds within its annual budget to award grants to community organisations which can demonstrate a clear need for financial support to benefit local residents.

A copy of the application form along with guidance notes is attached.

If you would like to apply for a Grant, the application form must be completed and returned by the end of June and the end of October respectively or they shall be submitted in the subsequent grant meeting if appropriate

If your organisation/project previously received a Grant from the Council, it is imperative that you also complete and return the Grant Feedback form in Appendix One.

If you would like support completing the application form, visit our office in Chapel Road, or email/phone using the contact details below.

**Clerk to the Council  
Llanharan Community Council**

clerk@llanharan-cc.gov.wales  
01443 231430  
2 Chapel Road  
Llanharan  
CF72 9QA

## **LLANHARAN COMMUNITY COUNCIL**

### **Grant Aid Application Guidance Notes**

*Please read the guidance notes before completing the form:*

Llanharan Community Council awards grants, at its discretion, to community organisations which can demonstrate a clear need for financial support to benefit residents of the Llanharan Community Council Wards by;

- providing a service
- enhancing a quality of life
- improving the environment
- promoting Llanharan Community Council area in a positive way.

We suggest any applicants speak with the Clerk to the Council prior to requesting a grant; you may also seek assistance/guidance from your local Councillor.

### **Eligibility**

Grants will not be made;

- to organisations situated outside the area administered by Llanharan Community Council, unless a clear benefit to the inhabitants of the Community can be established. In such cases, supporting information demonstrating the level of benefit must be provided
- to organisations that are socially exclusive, e.g., where there are unreasonable restrictions on membership inconsistent with equal opportunities
- to organisations established for party political purposes or promoting religious purposes
- where the aims and objectives of the organisation are inconsistent with the values of the Community Council.
- no grant will be awarded to or for any commercial venture for private gain

- the grant cannot fund the purchase of alcohol, wages, loans or interest payments or VAT that you can recover
- no retrospective applications will be considered.

**Grants will be considered under the following criteria:**

The organisation must be non-profit making or charitable (i.e. an independent group that does not make profit to pay Directors, Members of Shareholders; normally run by volunteers). Grants will not be made to individuals and would not normally exceed 50% of the cost of the project or activity.

Grants will not be made retrospectively and only one application for a grant will be considered from each organisation in any one financial year.

All grants must be used within one year from the award being made.

All grants are awarded on a one-off basis – if required for subsequent years a new application must be submitted each year.

A grant may only be used for the purpose set out in the application and it cannot be given or transferred to any other group.

Any monies not used, in part or full, for the agreed purpose must be immediately returned to the Community Council.

At the Council's discretion, for large grants, (over £500) groups may be subject to a visit by the Clerk and/or Councillors to see how the grant has been administered or copies of documentation requested.

The Council will require details of how the money has been spent within 1 year of the award being made (Appendix Two).

Recognition of the grant from the Llanharan Community council must be made in any publicity and in the Group's accounts.

The Council may use the name of your Group and its project in our own publicity material where appropriate.

**All grants are at the discretion of the council:**

All applications will be considered on their merits and subject to providing the supporting documentation as requested on the application form. Incomplete applications will be returned and may not be re-considered. Especially if the budget is depleted.

Groups may be asked to make a brief presentation to Council Members.

If required, it is the applicant's responsibility to ensure that public liability insurance is in place.

The Council will take into consideration any previous grants made to an organisation when considering a new application.

### **Grants – DATA PROTECTION**

Your Personal Data – The information in this application will be held by Llanharan Community Council for considering your grant application. The information that you have provided in the application form above will be presented to a Council meeting and become a permanent public record in the Council minutes. The contact information for the application will be retained for up to 7 years as an audit trail for our expenditure and may be shared with relevant authorities when requested by them. This data will be controlled by Llanharan Community Council – for further information, please contact the Clerk on 01443 231430. More information can be found in our Privacy Notice which can be seen on the Council's website at [llanharancc.webs.com](http://llanharancc.webs.com) or from the Council Offices.

## LLANHARAN COMMUNITY COUNCIL

### Grant Aid Application Form

The maximum grant available is up to £2,000.

No payments will be paid by cash.

SECTION A: ABOUT YOU	
<b>Name of Organisation:</b> (Please note that if you are successful, payment will be made to a bank account registered in this name).	Llanharan Football Club
<b>Registered Charity Number (if applicable)</b>	
<b>Name of Main Contact:</b> (All correspondence will be addressed to this person)	Gareth Hancock and Neil Devereaux
<b>Full Postal Address of Applicant:</b>	c/o 65 Bishopwood Brackla Bridgend CF31 2LX
<b>Contact Telephone Number:</b>	Mobile: 0788674681 3
<b>Main Contact Email Address:</b>	devereux@hotmail.co.uk
<b>Has the organisation received Grant Aid from Llanharan Community Council in the past 3 years?</b>	
<b>If the answer is yes, please complete the box below:</b>	
Date	Amount
2022	£
2020	£800
	£
	£
Has an Appendix Two, 'Grant spend confirmation form' been satisfactorily completed for the most recent grant Appendix Two MUST be completed for the application to be considered.	Yes



Please provide a brief description of the main aims and activities of the organisation applying for a Grant.

We encourage the participation of football within the community, providing equal opportunities for all individuals. To provide the opportunity for individuals to fulfil their potential through the medium of football. To represent the community to the wider area. To improve the level of training and fitness for all

How many people are involved in the organisation and approximately what percentage of them live in the Llanharan Community Council area?

95.25% live within Llanharan Community Council area

Are you a not for profit organisation?

Yes

How long has the organisation been established?

Over 20 years

## SECTION B: WHY ARE YOU APPLYING FOR GRANT AID?

Please provide a brief description of specifically what you intend to use the Grant Aid for?

Following the success of the Club over the last few seasons, and the formation of new teams last year, we wish to build on this strength and re-instate our seconds Saturday team.

The club is continually improving, and we need to capture enthusiasm.

The grant will assist in the purchase of 2 x new kits, training equipment, match day equipment and upgrading of our first aid contents.

How will the Grant Aid benefit the Community?

The grant will assist in providing a healthier lifestyle to the community, promoting closer links to other clubs.

It will bring business to local shops and businesses, as we will have 3 teams which will play home for around 60% of the time.

It is proven that grass roots sports, aid mental health and wellbeing as well as attracting the younger element to prevent anti-social behaviour.

Members of the community, will benefit from new skills such as being part of a team.

Please provide the dates you intend to start and finish the project.

Start Date: August 2023

Completion Date: May 2024

**SECTION C: How much Grant Aid is being applied for?**

What is the total cost of the project/items for which Grant Aid is required?

Balls £144

4 x Corner flags £71.99

Kit £675

First aid refill kit £14.22

Training equipment hurdles, agility etc £73.99

Total £949.20

What is the amount of Grant Aid the organisation would like to apply for?

£495.00

What other sources of funding have been approached, or are available for the project?

Our own fundraising

**Supply the following information dependent on grant applied for.**

A. Up to £100

- Organisation/Group constitution or rules

B. £101 - £499

- Income and expenditure account/balance sheet
- Last bank statement **for ALL bank accounts**
- Constitution or rules Football rules stand
- VAT registration N/A
- Is the organisation profit making? No
- Provide quotations for items the Grant will be used for.

C. £500 - £2,000

- As requested in B
- Latest audited/ratified accounts and balance sheet.

#### **Section D: Sustainability**

Will the project/activity continue after this funding has ended?

Yes

If yes, provide details.

The club has had its experience of lows over the decades we have been formed, our new committee has been proven over the past 24 months.

## Section E: Payment Details

If your application is successful, payment will be made using the details below.

**Account Name** (*Use name of the organisation applying as in Section A*)

**Account Number**

**Sort Code**

## SECTION F: Completing the application

Your Signature – This must be the signature of the main contact named in Section A

**Declaration:**

- i. I certify that the information contained in this application is correct.
- ii. If the information changes in any way I will inform Llanharan Community Council.

Signed: *Neil Devereux*

Date: 12/07/2023

**Please note that this form requires two signatures:**

Second Signature:

Position held in organisation: Chair

Signed: *Jareth Hancoxk* Date: 13/07/2023

**Completed application forms should be returned to:**

Clerk to the Council  
Llanharan Community Council  
2 Chapel Rd  
Llanharan  
CF72 9QA  
clerk@llanharan-cc.gov.wales  
01443 231430

**Checklist:-**

- ✓ A copy of the organisations Constitution or rules to be provided
- ✓ Two signatories on the form.
- ✓ Submission of the application form is completed before the deadline date.

- ✓ You have considered any Equality impact issues in your application.
- ✓ If you previously received a grant from Llanharan Community Council, complete and include the feedback from in Appendix One and Appendix Two.

**Please note any applications received after the deadline dates may not be considered.**

**For any further information or assistance in completing the form please contact Llanharan Community Council on 01443 231430**



## Appendix One

### Llanharan Community Council Grant Feedback

Name:	Neil
Organisation:	Llanharan Football Club
Address:	As above
Telephone:	As above
Email address:	As above
Website:	N/A
Reason for previous application: (Project/activity name/details)	To continue growing the club
Amount received:	900
Date received:	September 2022



I was happy with the application process?	Yes
If your answer to the above question is no, please give further details to enable us to improve the application process.	
How has the donation made a difference to the Community?	The club has made a large impact this past 12 months. We continue to grow and we are grateful for the support provided to allow us to grow.

Llanharan Community Council welcomes feedback and photographs on all good causes that we have supported.

Should you provide photographs, these may be used for marketing purposes.

If you do NOT wish to have your photographs published tick this box ☐

*Return the completed form to:*

**Clerk to the Council**  
**Llanharan Community Council**  
**2 Chapel Road**  
**Llanharan**  
**CF72 9QA**  
[clerk@llanharan-cc.gov.wales](mailto:clerk@llanharan-cc.gov.wales)  
01443 231430



## Appendix Two

### Llanharan Community Council Grant Spend Confirmation Form

*Required for grants of £500 or more*

Name:	Neil
Organisation:	Llanharan Football Club
Address:	As above
Telephone:	As above
Email address:	As above
Date & Amount granted:	£900
Specific reason for grant: What was the grant for:	Running costs
Was the entire amount granted spent on what was in the application? If not provide a narrative on what it was spent on and/or how much of the grant remains unspent.	Yes

Officers note: Is evidence required? (If over £500 applicant to provide invoices)	
Did the donation achieve its aims in relation to making a difference to the Community?	Yes, without it we would not have grown as a club.

Llanharan Community Council welcomes feedback and photographs on all good causes that we have supported.


Should you provide photographs, these may be used for marketing purposes.

If you do NOT wish to have your photographs published tick this box ☐


*Return the completed form to:*

**Clerk to the Council**  
**Llanharan Community Council**  
**2 Chapel Road**  
**Llanharan**  
**CF72 9QA**  
[clerk@llanharan-cc.gov.wales](mailto:clerk@llanharan-cc.gov.wales)  
01443 231430

MG 029480 F1VI067A 709F305KK00158 38900 A 46347



THE OFFICIALS  
LLANHARAN FOOTBALL CLUB  
65 BISHOPSWOOD  
BRACKLA  
BRIDGEND  
CF31 2LX



## Your Business accounts – at a glance

### Up-to-date account information

To get your current balances or find out about other accounts you have that aren't listed here, log on to online banking (if you're registered), or call us on 0345 605 2345.

### Your balances on 10 November 2023

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#### Business Current Accounts

Community Account Statement	£86.80
Sort Code 20-18-17 • Account No 13405052	

---

#### Business Savings Accounts

Business Premium Account	£0.00
Sort Code 20-18-17 • Account No 03032221	

This is the end of your account summary.

**Llanharan Football Club**  
**Income & Expenditure to June 2023**

**Income**

Signing on fee	350
Subs	814
Kit Sponsor	250
Grant	900
<b>Total Income</b>	<b>2314</b>

**Expenditure**

Kit	954
Referee Fees	320
Match Day	545
Training Equipment	220
Pitch Fees	105
<b>Total Expenditure</b>	<b>2144</b>

<b>Nett Income/Expenditure</b>	<b>170</b>
--------------------------------	------------

A handwritten signature in black ink, appearing to be 'R. Jones', written over a horizontal line.

14 July 2023



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30 sold in the last 20 days




GTIN: 5037331021157

[Brand: Safety First Aid](#)



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CODESA-R50S

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£11.85 (Exc VAT)  
£14.22 (Inc VAT)

Quantity

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ADDED

21-50 Persons First Aid Kit Refill

**There are currently 21 available in stock.**

*There are 0 on order with the manufacturer.*  
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*Buy Now options*







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**UEFA Pro Corner Flags & Poles With Ground Sleeve [Set Of 4] - 50mm**

5 Hours, 10 Minutes | Extra 10% Off\* | Use Code **SW50**



## UEFA PRO CORNER FLAGS & POLES WITH GROUND SLEEVE [SET OF 4] - 50MM

Set of 4 professional 50mm (2in) or 30mm (1.2in) white PVC corner poles with ground sleeves & flags. 5ft high poles conform to UEFA match regulations. Supplied to many Premier League, MLS, CPL, A-League and National Teams including Manchester United & FA Wales. Optional metal socket upgrade available. SKU: GE27331

★★★★★ 5/5 [\(Read 2 customer reviews\)](#)

**£79.99** ~~£99.99~~ **IN STOCK**

Pole Size:

50mm

Metal Socket Upgrade:

No

— 1 +

[CLICK HERE FOR ESSENTIALS](#)



Total:

£ 79.99

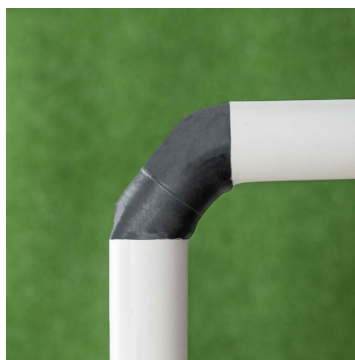
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## PREMIUM FOOTBALL CORNER FLAGS WITH GROUND SLEEVES



### ULTRA-DURABLE CONSTRUCTION

The extra-strong 5ft tall corner flags are 5cm or 3cm thick to ensure that head on collisions will not snap the four weatherproof PVC poles



### SPRING LOADED BASES

Each pole is designed with a spring loaded safety feature and surrounded by premium grade rubber housing to reduce the risk of injuries.



### CORNER POLE & FLAG ACCESSORIES

For other coloured flags, custom print flags, bases, pole & flag carry bag and more accessories, please follow the link [here \(//football/football-ground-equipment/corner-flags.html?accessory\\_type=corner-flags\)](http://football/football-ground-equipment/corner-flags.html?accessory_type=corner-flags).

▼ **DESCRIPTION**  
UEFA PRO CORNER FLAGS & POLES WITH GROUND SLEEVE [SET OF 4] - 50MM

★★★★★ 5/5

**UEFA STANDARD 5FT TALL, SPRING LOADED FOOTBALL CORNER FLAGS**

5 Hours, 10 Minutes | Extra 10% Off\* | Use Code: NWS10

Set of four ultra-durable football corner flags conform with UEFA guidelines and are 5ft (1.5m) tall once placed in the ground. Choose between 50mm (2in) or 30mm (1.2in) thick poles. Equipped with four plastic ground sleeves and high-quality fluoro yellow/orange chequered nylon corner flags. Hard-wearing woven handles allow for easy transportation, whilst the full length zipper ensures the poles will not fall out in transit. Upgrade to include metal socket instead of plastic ground sleeves that can be set in concrete, which is ideal for Astro/3G pitch building contractors. Standing at an overall height of 6.4ft (1.9m), these matchday football corner flags are supplied with plastic ground sleeves, which guarantees easy placement into the ground. Each ground sleeve socket comes with a plastic lid to cover holes when not in use. The poles are manufactured from weatherproof heavy duty PVC and feature spring loaded bases surrounded by premium grade rubber housing for added safety.

- **UEFA Pro Corner Flags & Poles with Ground Sleeve [Set of 4] – 50mm & 30mm poles available**
- **Each pole is 6.4ft (1.9m) out of the ground & 5ft (1.5m) when placed in the ground through the ground sleeves**
- **Ground sleeve sockets comes with plastic lid to cover hole when not in use**
- **Spring loaded bases absorb the impact of head on collisions with the corner flag poles and surrounded by premium grade rubber housing**
- **High-quality 30cm (11in) x 30cm (11in) fluoro yellow/orange chequered nylon flags are provided with each pole**

Net World Sports offers a wide range of football matchday equipment. For FORZA Pro Match Fusion Football, Portable Team Shelter and more, please see the essentials above.

## ▼ SPECIFICATIONS

### UEFA PRO CORNER FLAGS & POLES WITH GROUND SLEEVE [SET OF 4] SPECIFICATIONS

#### DIMENSIONS:

- Pole Diameters Available: 50mm (2in) or 30mm (1.2in)
- Pole Length: 6.4ft (1.9m)
- Pole Length in Ground: 5ft (1.5m)
- Ground Sleeve: 1.3ft (0.4m)
- Flags: 30cm (11in) x 30cm (11in)

#### MATERIALS:

- Poles are manufactured from weatherproof, heavy duty PVC
- Flags are constructed from ultra-durable nylon
- Poles come with plastic ground sleeve as standard with option to upgrade to metal socket

#### MISCELLANEOUS:

- Set is comprised of four poles, four ground sleeves & four fluoro yellow/orange chequered flags
- Spring is surrounded by premium grade rubber housing for added safety
- Ground sleeve sockets come with plastic lid to cover hole when not in use
- Football corner flags comply with UEFA regulations
- All embossed with FORZA logo

Don't just take our word for it

5/5



Based on 2 customer reviews

★★★★★ Charlie

Highly recommend these corner flags, very professional standard

★★★★★ Graham

Brilliant quality corner posts, really give the pitch a professional feel over standard ones. 10/10 Net World Sports.

UEFA PRO CORNER FLAGS &  
POLES WITH GROUND SLEEVE  
[SET OF 4] - 50MM

★★★★★ 5/5



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## Questions & Answers

No one has asked a question yet!

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MITRE

# ULTIMATCH WHITE 10 BALL DEAL PLUS FREE BAG

Buy 10 Mitre Ultimatch footballs in white/silver/black and we will give you a mesh ball bag absolutely FREE. The Mitre Ultimatch is Mitre’s base-level match ball and is constructed to deliver enhanced grip and control with its textured outer surface.

£144.00

SELECT SIZE: \*

-- Please Select --

QUANTITY

1

ADD TO BASKET

PRODUCT DESCRIPTION

### Mitre Ultimatch Football – 10 Ball Deal - White/Silver/Black

Buy 10 Mitre Ultimatch footballs in white/silver/black and we will give you a mesh ball bag absolutely FREE.

Mitre's base-level match ball. Developed with a unique 20-panel configuration for superior in-play consistency and superb ball flight.

Constructed to deliver enhanced grip and control with 'Mitre' textured surface on the outer. 4.5mm hyperfoam backing ensures fantastic control to inspire player confidence on the ball, without compromising power transfer from boot to ball.

Enhanced durability and improved feel delivered through a 0.6mm PU outer - a season-long performer. Engineered with revolutionary Hyperseam™ technology for almost zero water uptake, helping the ball last in any weather - great choice for grassroots clubs.

Built for control and accuracy.

KEY FEATURES:

- Base-level match ball
- Unique 20-panel configuration
- Superior in-play consistency and ball flight
- Constructed to deliver enhanced grip and control
- 4.5mm hyperfoam backing to ensure fantastic control
- Enhanced durability and improved feel
- Engineered with revolutionary Hyperseam technology
- Usable in all weather conditions

DELIVERY

+

RETURNS

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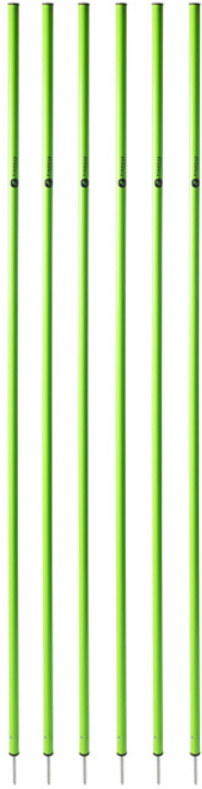
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# Finesse Agility Bundle

FNS-101

Our Finesse Agility bundle includes the basic items any athlete or coach needs to get their training off the ground, from Football to Hockey, our agility set is an ideal starter bundle.

Unit: Set

~~£74.00~~ **£66.00** Inc. VAT

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The Finesse Agility bundle includes core products from our training equipment range, allowing athletes who wish to get more from their personal training or for coaches who want to add an additional element to their training plans, the bundle offers ease of use for all.

Includes our Finesse Agility Poles, a Speed Ladder, Sports Marker Cones, 6" and 9" Flat Agility Hurdles.

## What's Included

**Set includes:**

- 1x Finesse Agility Poles (set of 6)
- 1x Finesse 4m Speed Ladder
- 1x Finesse Sports Marker Cones (set of 20)
- 1x Finesse 6" Flat Agility Hurdles (set of 6)
- 1x Finesse 9" Flat Agility Hurdles (set of 6)

We'd love to hear your feedback - please [click here](#) to leave a review.

# Finesse Agility Bundle

The items below are required for a complete set.



**Finesse Agility Bundle**

FNS-101

**Unit:** Set





**Weight:** 0.00kg

~~£74.00~~ **£66.00** Inc. VAT

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# Related Products

 <u>Finesse Home and Garden Bundle</u>	 <u>Finesse Coaches Bundle - Small</u>	 <u>Finesse Agility v2 Bundle</u>	 <u>Finesse Coaches Bundle - Large</u>
FNS-100	FNS-103	FNS-102	FNS-104
<u>Finesse</u>	<u>Finesse</u>	<u>Finesse</u>	<u>Finesse</u>
<u>Home</u>	<u>Coaches</u>	<u>Agility v2</u>	<u>Coaches</u>
<u>and</u>	<u>Bundle -</u>	<u>Bundle</u>	<u>Bundle -</u>
<u>Garden</u>	<u>Small</u>		<u>Large</u>
<u>Bundle</u>			
<del>£201.00</del>	<del>£162.00</del>	<del>£118.00</del>	<del>£454.00</del>
£180.00	£144.00	£108.00	£420.00
Inc. VAT	Inc. VAT	Inc. VAT	Inc. VAT
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## Harrod Sport

1-3 Pinbush Road,  
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Officers note: Is evidence required? (If over £500 applicant to provide invoices)	
Did the donation achieve its aims in relation to making a difference to the Community?	

Llanharan Community Council welcomes feedback and photographs on all good causes that we have supported.

Should you provide photographs, these may be used for marketing purposes.

If you do NOT wish to have your photographs published tick this box ☐

*Return the completed form to:*

**Clerk to the Council**  
**Llanharan Community Council**  
**2 Chapel Road**  
**Llanharan**  
**CF72 9QA**  
[clerk@llanharan-cc.gov.wales](mailto:clerk@llanharan-cc.gov.wales)  
01443 231430

## Appendix 12

### **Ewenny Stream Bridge – Proposed project route-map V2 February 2024**

1. For the Trenos Crossing Working Group to meet with key stakeholders as soon as possible and to seek engage early pending formal written permission as required. In particular the Wildlife Trust, NRW and any other relevant bodies.
2. For the Clerk to obtain quotations from an appropriate company to produce a scoping design for the bridge, the approaches and associated works.
3. The Trenos Crossing working Group to meet to decide on matters to be included in the scoping design. This will include all aspects of the scoping design including the required specification and design parameters, access arrangements and restrictions, licensing requirements and other factors that will be used as the basis of a public consultation/tender document. The Clerk to produce a document to capture all aspects to be considered and to record any decisions made.
4. Produce a scoping design to be used as the basis for a public consultation. Carry out a public consultation on the question of committing circa £275,000 of CIL funds to replace the current footbridge over the river Ewenny with a multi- user bridge, including improvements to its approaches and associated works. This public consultation be specifically focused on the proposed bridge and associated works and distinct from any consultations carried out regarding changes to public rights of way (although it will be necessary to allude to them in the consultation).
5. Following the public consultation, if the Council resolves to proceed with the project the scoping design be reviewed and any alterations arising from the public consultation be made to produce a stage 2 scoping design.
6. The Clerk to apply for a Lawful development certificate (planning) from RCTCBC, A Flood Risk Assessment Plan (FRAP) from NRW and any other relevant pre-tender permissions and consents using the stage 2 scoping design.

7. Provided the relevant permissions and licenses are obtained, details and any conditions to be added to the scoping design to produce a final scoping design for tender.
8. A suitable tender document to be drawn up using the scoping design.
9. Then project put to tender to facilitate the selection of an appropriate vendor to deliver the project.
10. Council to select a vendor.

## Appendix 13

**To consider formally authorising the signing of the agreements and documentation required to arrange the surety cover required for the Sewer diversion (Section 185) agreement for the memorial garden.**

See specimen details of surety cover below.

The proposed execution block to be provided and signed:

*LLANHARAN COMMUNITY COUNCIL (formed under the Local Government Act 1972) of 2A Chapen Road, Llanharan, CF72 9QA*

**SIGNED AS A DEED BY**

.....

*As Chair of and on behalf of Llanharan Community Council.*

**And**

.....

*As a Councillor member of and on behalf of Llanharan Community Council*

**In the presence of and witnessed by:-**

.....

*As the Clerk and Proper Officer of Llanharan Community Council*

***This signed authorised by resolution of Council.***

***Minute reference .....***

### **Motion:**

As required by standing order 23, to authorise via resolution of the Council, the Chair of the Council, Councillor David Evans plus one other Councillor to be named to sign (execution of deed) on behalf of the Council as a party to the Section agreement arrange to provide surety cover as part of the Section 185 agreement with Welsh Water.

**PREMIUM PAYMENT COMMITMENT**

**IN CONSIDERATION** of HCC International Insurance Company plc ("**Surety**") issuing as surety on behalf of **LLANHARAN COMMUNITY COUNCIL** ("**Developer**") a bond (No. ....) ("**Bond**") in the sum of **£7,316.02** ("**Initial Bond Amount**") in favour of **DWR CYMRU CYFYNGEDIG**, the Developer hereby commits and undertakes to pay on demand to the Surety premium in the sum of £879.13 (calculated at a rate of **£6.00%** per annum (the "**Initial Annual Rate**") on the Initial Bond Amount) for the period from the date of this deed and being the date on which the Surety has signed the Bond (the "**Bond Signature Date**") to and excluding the second anniversary of the Bond Signature Date.

Unless and until the Surety is wholly and absolutely released from its obligations under the Bond to its absolute satisfaction, on the second and each subsequent anniversary of the Bond Signature Date, the Developer commits and undertakes to pay further premium for the next following 12-month period calculated at the Applicable Annual Rate (as defined below) on the Surety's maximum liability under the Bond at the relevant anniversary date (as determined by the Surety) but subject always to a minimum premium amount of **£750.00** per annum.

The "**Applicable Annual Rate**" shall be as follows:

<b>Anniversary of Bond Signature Date:</b>	<b>Applicable Annual Rate:</b>
Second anniversary	<b>100%</b> of the Initial Annual Rate
Third anniversary	<b>100%</b> of the Initial Annual Rate
Fourth anniversary	<b>120%</b> of the Initial Annual Rate.
Fifth anniversary	<b>150%</b> of the Initial Annual Rate.
Sixth anniversary	<b>180%</b> of the Initial Annual Rate.
Seventh anniversary	<b>210%</b> of the Initial Annual Rate.
Eighth anniversary	<b>250%</b> of the Initial Annual Rate
Each and every subsequent anniversary	<b>250%</b> of the Initial Annual Rate.

Premium is payable in advance and, once paid, is deemed fully earned and non-refundable (in whole or in part).

Interest shall be charged on any late payment of premium for the period from and including the date on which it became due and payable to the date of actual payment (after as well as before judgment) at the annual rate of 2% above the base rate from time to time of the Bank of England compounded on a quarterly basis (where that base rate is a negative number that base rate shall be construed to be zero for the purposes of this calculation).

The Surety's calculation of premium and interest payable hereunder shall be conclusive.

This deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

This deed 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 English Law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this deed or its subject matter or formation.

IN WITNESS whereof this commitment and undertaking is executed as a deed this ..... day  
of .....

**LLANHARAN COMMUNITY COUNCIL** (formed under the Local Government Act 1972) of 2A Chapel Road, Llanharan,  
CF72 9QA

SIGNED AS A DEED BY

.....  
Name (block capitals)

.....  
As Chair of and on behalf of Llanharan Community Council

and

.....  
Name (block capitals)

.....  
As a Councillor member of and on behalf of Llanharan Community Council

In the presence of and witnessed by:-

.....  
Name (block capitals)

.....  
As the Clerk and Proper Officer of Llanharan Community Council

This signed authorised by resolution of Council.

Minute reference .....

Executed as a deed by

.....

As attorney for and on behalf of

**HCC INTERNATONAL INSURANCE COMPANY PLC**

In the presence of:-

Witness Signature :

.....

***I confirm the witness was physically present at the time I signed this deed.***

.....  
***I confirm I was physically present at the time this deed was signed by the signatory.***

Witness Name :

.....

Occupation :

.....

Bond Number :

.....

## PREMIUM PAYMENT COMMITMENT

### Premium Ratchet Table

The table below illustrates how the Initial Annual Rate will increase under the “Premium Payment Commitment” Letter.

	Anniversary of Issue of the Bond							
Initial Annual Rate	Second	Third	Fourth	Fifth	Sixth	Seventh	Eighth	Subsequent
i.e. 100%	i.e. 100%	i.e. 100%	i.e. 120%	i.e. 150%	i.e. 180%	i.e. 210%	i.e. 250%	i.e. 250%
0.50	0.500	0.500	0.600	0.750	0.900	1.050	1.250	1.250
0.75	0.750	0.750	0.900	1.125	1.350	1.575	1.875	1.875
1.00	1.000	1.000	1.200	1.500	1.800	2.100	2.500	2.500
1.25	1.250	1.250	1.500	1.875	2.250	2.625	3.125	3.125
1.50	1.500	1.500	1.800	2.250	2.700	3.150	3.750	3.750
1.75	1.750	1.750	2.100	2.625	3.150	3.675	4.375	4.375
2.00	2.000	2.000	2.400	3.000	3.600	4.200	5.000	5.000
2.25	2.250	2.250	2.700	3.375	4.050	4.725	5.625	5.625
2.50	2.500	2.500	3.000	3.750	4.500	5.250	6.250	6.250
2.75	2.750	2.750	3.300	4.125	4.950	5.775	6.875	6.875
3.00	3.000	3.000	3.600	4.500	5.400	6.300	7.500	7.500
3.25	3.250	3.250	3.900	4.875	5.850	6.825	8.125	8.125
3.50	3.500	3.500	4.200	5.250	6.300	7.350	8.750	8.750
3.75	3.750	3.750	4.500	5.625	6.750	7.875	9.375	9.375
4.00	4.000	4.000	4.800	6.000	7.200	8.400	10.000	10.000
4.25	4.250	4.250	5.100	6.375	7.650	8.925	10.625	10.625
4.50	4.500	4.500	5.400	6.750	8.100	9.450	11.250	11.250
4.75	4.750	4.750	5.700	7.125	8.550	9.975	11.875	11.875
5.00	5.000	5.000	6.000	7.500	9.000	10.500	12.500	12.500
5.25	5.250	5.250	6.300	7.875	9.450	11.025	13.125	13.125
5.50	5.500	5.500	6.600	8.250	9.900	11.550	13.750	13.750
5.75	5.750	5.750	6.900	8.625	10.350	12.075	14.375	14.375
6.00	6.000	6.000	7.200	9.000	10.800	12.600	15.000	15.000
6.25	6.250	6.250	7.500	9.375	11.250	13.125	15.625	15.625
6.50	6.500	6.500	7.800	9.750	11.700	13.650	16.250	16.250
6.75	6.750	6.750	8.100	10.125	12.150	14.175	16.875	16.875
7.00	7.000	7.000	8.400	10.500	12.600	14.700	17.500	17.500
7.25	7.250	7.250	8.700	10.875	13.050	15.225	18.125	18.125
7.50	7.500	7.500	9.000	11.250	13.500	15.750	18.750	18.750
7.75	7.750	7.750	9.300	11.625	13.950	16.275	19.375	19.375
8.00	8.000	8.000	9.600	12.000	14.400	16.800	20.000	20.000
8.25	8.250	8.250	9.900	12.375	14.850	17.325	20.625	20.625
8.50	8.500	8.500	10.200	12.750	15.300	17.850	21.250	21.250
8.75	8.750	8.750	10.500	13.125	15.750	18.375	21.875	21.875
9.00	9.000	9.000	10.800	13.500	16.200	18.900	22.500	22.500
9.25	9.250	9.250	11.100	13.875	16.650	19.425	23.125	23.125
9.50	9.500	9.500	11.400	14.250	17.100	19.950	23.750	23.750
9.75	9.750	9.750	11.700	14.625	17.550	20.475	24.375	24.375
10.00	10.000	10.000	12.000	15.000	18.000	21.000	25.000	25.000

## GUIDELINES FOR COMPLETION OF PREMIUM PAYMENT COMMITMENT

Reference: [Quote Reference]

### PREMIUM PAYMENT COMMITMENT

**IN CONSIDERATION** of HCC International Insurance Company plc ("**Surety**") issuing as surety on behalf of [**DEVELOPER**] ("**Developer**") a bond (No. ....<sup>1</sup>) ("**Bond**") in the sum of £[**BOND AMOUNT**] ("**Initial Bond Amount**") in favour of [**EMPLOYER**], the Developer hereby commits and undertakes to pay on demand to the Surety premium in the sum of £[**PREMIUM**] (calculated at a rate of [**RATE**]% per annum (the "**Initial Annual Rate**") on the Initial Bond Amount) for the period from the date of this deed and being the date on which the Surety has signed the Bond (the "**Bond Signature Date**") to and excluding the second anniversary of the Bond Signature Date.

Unless and until the Surety is wholly and absolutely released from its obligations under the Bond to its absolute satisfaction, on the second and each subsequent anniversary of the Bond Signature Date, the Developer commits and undertakes to pay further premium for the next following 12-month period calculated at the Applicable Annual Rate (as defined below) on the Surety's maximum liability under the Bond at the relevant anniversary date (as determined by the Surety) but subject always to a minimum premium amount of £[**AMOUNT**] per annum.

The "**Applicable Annual Rate**" shall be as follows:

Anniversary of Bond Signature Date:	Applicable Annual Rate:
Second anniversary	100% of the Initial Annual Rate
Third anniversary	100% of the Initial Annual Rate
Fourth anniversary	120% of the Initial Annual Rate.
Fifth anniversary	150% of the Initial Annual Rate.
Sixth anniversary	180% of the Initial Annual Rate.
Seventh anniversary	210% of the Initial Annual Rate.
Eighth anniversary	250% of the Initial Annual Rate
Each and every subsequent anniversary	250% of the Initial Annual Rate.

Premium is payable in advance and, once paid, is deemed fully earned and non-refundable (in whole or in part).

Interest shall be charged on any late payment of premium for the period from and including the date on which it became due and payable to the date of actual payment (after as well as before judgment) at the annual rate of 2% above the base rate from time to time of the Bank of England compounded on a quarterly basis (where that base rate is a negative number that base rate shall be construed to be zero for the purposes of this calculation).

The Surety's calculation of premium and interest payable hereunder shall be conclusive.

This deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

This deed 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 English Law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this deed or its subject matter or formation.

IN WITNESS whereof this commitment and undertaking is executed as a deed this ..... day of .....

DO NOT DATE

<sup>1</sup> To be inserted on Bond Signature Date.



Executed as a deed by

[DEVELOPER] (No. [SPECIFY], [JURISDICTION])

acting by

.....

a director and

Print Name

Signature: .....  
Director

Sign

.....

a director/ its secretary

(Delete as applicable)

Print Name

Signature: .....

Director/ Secretary

(Delete as applicable)

Sign

Executed as a deed by

.....

As attorney for and on behalf of

**HCC INTERNATIONAL INSURANCE COMPANY PLC**

In the presence of:-

Witness Signature :

.....

***I confirm the witness was physically present at the time I signed this deed.***

Witness Name :

.....

Occupation :

.....

Bond Number :

.....

.....

***I confirm I was physically present at the time this deed was signed by the signatory.***

## PREMIUM PAYMENT COMMITMENT

### Premium Ratchet Table

The table below illustrates how the Initial Annual Rate will increase under the “Premium Payment Commitment” Letter.

	Anniversary of Issue of the Bond							
Initial Annual Rate	Second	Third	Fouth	Fifth	Sixth	Seventh	Eighth	Subsequent
i.e. 100%	i.e. 100%	i.e. 100%	i.e. 120%	i.e. 150%	i.e. 180%	i.e. 210%	i.e. 250%	i.e. 250%
0.50	0.500	0.500	0.600	0.750	0.900	1.050	1.250	1.250
0.75	0.750	0.750	0.900	1.125	1.350	1.575	1.875	1.875
1.00	1.000	1.000	1.200	1.500	1.800	2.100	2.500	2.500
1.25	1.250	1.250	1.500	1.875	2.250	2.625	3.125	3.125
1.50	1.500	1.500	1.800	2.250	2.700	3.150	3.750	3.750
1.75	1.750	1.750	2.100	2.625	3.150	3.675	4.375	4.375
2.00	2.000	2.000	2.400	3.000	3.600	4.200	5.000	5.000
2.25	2.250	2.250	2.700	3.375	4.050	4.725	5.625	5.625
2.50	2.500	2.500	3.000	3.750	4.500	5.250	6.250	6.250
2.75	2.750	2.750	3.300	4.125	4.950	5.775	6.875	6.875
3.00	3.000	3.000	3.600	4.500	5.400	6.300	7.500	7.500
3.25	3.250	3.250	3.900	4.875	5.850	6.825	8.125	8.125
3.50	3.500	3.500	4.200	5.250	6.300	7.350	8.750	8.750
3.75	3.750	3.750	4.500	5.625	6.750	7.875	9.375	9.375
4.00	4.000	4.000	4.800	6.000	7.200	8.400	10.000	10.000
4.25	4.250	4.250	5.100	6.375	7.650	8.925	10.625	10.625
4.50	4.500	4.500	5.400	6.750	8.100	9.450	11.250	11.250
4.75	4.750	4.750	5.700	7.125	8.550	9.975	11.875	11.875
5.00	5.000	5.000	6.000	7.500	9.000	10.500	12.500	12.500
5.25	5.250	5.250	6.300	7.875	9.450	11.025	13.125	13.125
5.50	5.500	5.500	6.600	8.250	9.900	11.550	13.750	13.750
5.75	5.750	5.750	6.900	8.625	10.350	12.075	14.375	14.375
6.00	6.000	6.000	7.200	9.000	10.800	12.600	15.000	15.000
6.25	6.250	6.250	7.500	9.375	11.250	13.125	15.625	15.625
6.50	6.500	6.500	7.800	9.750	11.700	13.650	16.250	16.250
6.75	6.750	6.750	8.100	10.125	12.150	14.175	16.875	16.875
7.00	7.000	7.000	8.400	10.500	12.600	14.700	17.500	17.500
7.25	7.250	7.250	8.700	10.875	13.050	15.225	18.125	18.125
7.50	7.500	7.500	9.000	11.250	13.500	15.750	18.750	18.750
7.75	7.750	7.750	9.300	11.625	13.950	16.275	19.375	19.375
8.00	8.000	8.000	9.600	12.000	14.400	16.800	20.000	20.000
8.25	8.250	8.250	9.900	12.375	14.850	17.325	20.625	20.625
8.50	8.500	8.500	10.200	12.750	15.300	17.850	21.250	21.250
8.75	8.750	8.750	10.500	13.125	15.750	18.375	21.875	21.875
9.00	9.000	9.000	10.800	13.500	16.200	18.900	22.500	22.500
9.25	9.250	9.250	11.100	13.875	16.650	19.425	23.125	23.125
9.50	9.500	9.500	11.400	14.250	17.100	19.950	23.750	23.750
9.75	9.750	9.750	11.700	14.625	17.550	20.475	24.375	24.375
10.00	10.000	10.000	12.000	15.000	18.000	21.000	25.000	25.000

**INSTRUCTIONS FOR THE COMPLETION OF COMPANY GUARANTEE FORM**  
**(DEED OF INDEMNITY)**

Indemnitors are required to execute two copies of the Indemnity and return both copies to HCCI, one original copy will be returned to the Lead Indemnitor for their retention once it has been fully executed by HCCI.

Please do **not** date the Indemnity on Page 2 (“THIS DEED OF INDEMNITY is made this    day of”) as this will be completed by HCCI when they execute the Indemnity.

You will note that the Indemnitors’ names and registered numbers have already been inserted in the execution clauses by HCCI.

The execution clause to be completed looks like this:-

**EXECUTION PAGE**

**IN WITNESS** whereof this Deed of Indemnity has been executed the day and year first before written.

Signed as a deed by

Registered Number :  
Acting by (a director  
and its secretary)  
(two directors)

Director

Signature :

Print Full Legal Name :

Secretary / Director

Signature :

Print Full Legal Name :

Dated

Please Date Here

Director Sign Here

Print Full Name  
Here

2<sup>nd</sup> Director or  
Company Secretary  
Sign Here

Print Full Name Here

The Execution clause should be signed by two Directors or one Director and the Company Secretary of the company (Indemnitor) stated under “Signed as a deed by”. Please note that we will run checks to confirm that the persons who have signed on behalf of the Company are authorised to do so, therefore please ensure all Directors/Company Secretary are listed at Companies House for UK companies or the relevant company registry in which the company is domiciled for non-UK/International companies.

Signatories should **PRINT** their full name directly underneath the signature as indicated above.

Once the Execution clause has been signed by both authorised signatories then the execution clause should be dated as indicated.

The procedure outlined above should be repeated for each company required to execute the Indemnity.

Please take care to make sure that the document is completed correctly in “wet ink” (electronic signatures are not acceptable) and that no amendments are made to the document as any amendments / errors or omissions / use of correction fluid will lead to the document having to be re-issued.

Where HCCI have identified companies which only have one Director the execution clause looks like this:-

Executed as a deed by

Registered Number :  
acting by a director

Director

Signature :

Print Full Legal Name :

In the presence of

Witness

Signature :

Print Full Legal Name :

Address :

Dated

Please Date Here

Director Sign Here

Print Full Name Here

Witness Sign Here

Print Full Name Here

Complete Witness Address  
Here

The Execution clause should be signed by one Director of the company (Indemnitor) stated under “Executed as a deed by” and a witness (who should **not** be the spouse or a relative of the Director). Please note that we will run checks to confirm that the person signing as Director on behalf of the Company is authorised to do so, therefore please ensure the Director is listed at Companies House for UK companies or the relevant company registry in which the company is domiciled for non-UK/international companies.

The Director should **PRINT** their full name directly underneath the signature as indicated above.

Immediately this has been done the witness (who should **not** be the spouse or a relative of the Director) should sign their name in the space marked “Witness Signature” and complete their full name and address as indicated above.

Once the Execution clause has been signed by both signatories then the execution clause should be dated as indicated.

The procedure outlined above should be repeated for each company required to execute the Indemnity.

Please take care to make sure that the document is completed correctly in “wet ink” (electronic signatures are not acceptable) and that no amendments are made to the document as any amendments / errors or omissions / use of correction fluid will lead to the document having to be re-issued.

**DEED OF INDEMNITY**

**BETWEEN**

**HCC INTERNATIONAL INSURANCE COMPANY PLC**

**AND**

**LLANHARAN COMMUNITY COUNCIL**

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THIS DEED OF INDEMNITY is made this                      day of                      20

**BETWEEN:**

- (1) The Lead Indemnitor and each of the companies listed in Schedule 1 (together, the “**Original Indemnitors**”)
- (2) **HCC INTERNATIONAL INSURANCE COMPANY PLC** registered in England with company number 1575839 and whose principal office is at The Grange, Rearsby, Leicestershire, LE7 4FY and as at the date hereof trading as Tokio Marine HCC both for itself and as agent for TMH Companies (as defined below) (“**HCCI**”)

**BACKGROUND**

- (A) The Surety (as defined below) has agreed to consider, on an uncommitted basis, requests to issue or participate in Bonds.
- (B) HCCI for itself and on behalf of TMH Companies is fully and duly authorised to enter into this Deed and enforce all or any of its rights and remedies on behalf of the Surety.
- (C) In consideration of the payment of £1 paid by HCCI to the Lead Indemnitor (the receipt of which the Lead Indemnitor hereby acknowledges), the Original Indemnitors hereby agree to assume all of the obligations and liabilities set out in this Deed.

**NOW IT IS AGREED** as follows:-

**1. INTERPRETATION**

**1.1 DEFINITIONS**

“**Bond**” means:

- (a) any surety bond, guarantee, undertaking, indemnity or other obligatory instrument (including unconditional obligations in the nature of letters of credit in whatever form or any “on demand” bond or guarantee to which payment may be demanded without further proof or condition) provided on behalf of a Principal whether issued before or after the date of this Deed (for the purposes of this definition a “**bond**”) either issued by the Surety, alone or jointly; or
- (b) where the relevant bond is not issued by the Surety, any document where the Surety has at any time assumed any direct or indirect liability in respect of any bond (in whole or in part) howsoever arising – including whether by undertaking, indemnity, guarantee, reinsurance, retrocession, fronting arrangement, co-surety agreement or risk participation.

in each case, whether the Surety has assumed liability in respect of that bond either before or after the date of this Deed and as may be extended, amended, renewed and replaced from time to time and “**Bonds**” shall be construed accordingly

“**Bond Amount**” means, in relation to a Bond, the maximum aggregate liability of the Surety under that Bond from time to time.

“**Bonded Principal**” means a Principal in respect of whose obligations the Surety has assumed liability under a Bond.

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

“**Cash Cover Event**” has the meaning given in clause 4.1.

**“Change of Control”** means any Person or group of Persons acting in concert gaining or ceasing to have direct or indirect Control of a company.

For the purposes of this definition **"acting in concert"** means, a group of Persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of shares in a company by any of them, either directly or indirectly, to obtain or consolidate control of that company.

**“Control”** of a company means:

- (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
  - (i) cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of that company;
  - (ii) appoint or remove all, or the majority, of the directors or other equivalent officers of that company;
  - (iii) give directions with respect to the operating and financial policies of that company with which the directors or other equivalent officers of that company are obliged to comply; or
- (b) the holding beneficially of more than 50% of the issued share capital of that company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

For the purposes of this definition, where a company or corporation is a limited liability partnership references to: (a) voting rights are to the limited liability partnership’s members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the right to appoint or remove a majority of its board of directors is the right to appoint or remove members of the limited liability partnership holding a majority of the voting rights.

**“Costs & Expenses”** means any costs and expenses incurred or sustained by HCCI and/ or the Surety under or in connection with any Bond and any other Surety Document including those incurred or sustained by HCCI and/ or the Surety:

- (a) where a claim or threatened claim is resisted or disposed of;
- (b) in making a payment to a third party to avoid a claim being made by the beneficiary of a Bond in such sum(s) as may be required to satisfy or limit all loss and expense arising in relation to a Bond or in order to procure completion or discharge of any obligations assumed by the Surety in respect of a Bond;
- (c) as a result of the Surety having issued or having assumed obligations in respect of a Bond, with or without any payment being made in respect of any such claim or threatened claim;
- (d) where the Surety or its representative shall pay or cause to be paid or become liable to pay any money in respect of or arising out of or in connection with any Bond including any payments in to court or into any escrow account and including also any amount paid or agreed to be paid to any party in order to procure completion or discharge of any obligations assumed by the Surety in respect of a Bond;
- (e) in connection with:
  - (i) the negotiation, preparation, issue, execution, renewal, replacement, amendment or extension of any Bond or in connection with procuring the same;



- (ii) the negotiation, preparation, issue or execution of this Deed and/or any other Surety Document and any extension, amendment, consent, waiver, approval or suspension of rights which may be requested under or in connection with this Deed and/or any other Surety Document;
- (iii) preserving, perfecting, or enforcing or seeking to preserve or enforce any of its rights arising under or by reason of having entered into this Deed and/or any other Surety Document (or seeking to do the same);
- (iv) administering and maintaining the bank accounts in which cash may be held by HCCI pursuant to clauses 3 and 4 of this Deed;
- (v) monitoring the provisions of any Surety Document; or
- (vi) suing for or recovering any sum due to the HCCI and/or a Surety under any Surety Document;

(in each case including legal, court, registration and valuation fees and, if applicable, VAT and any other taxes thereon).

**“Deed of Accession”** means a deed substantially in the form set out in Schedule 2 to this Deed.

**“Foreign Indemnitor”** has the meaning given in clause 26.

**“Group”** means the Lead Indemnitor, every subsidiary or holding company from time to time of the Lead Indemnitor, and every subsidiary from time to time of every holding company of the Lead Indemnitor.

**“Indemnitors”** means the Original Indemnitors and any other Person who shall execute a Deed of Accession in accordance with the provisions of clause 11, each an **“Indemnitor”**.

**“Lead Indemnitor”** means the Indemnitor identified as such in Schedule 1 (Original Indemnitors).

**“Material Adverse Effect”** means any event or circumstance which, in the opinion of HCCI:

- (a) is likely to materially and adversely affect an Indemnitor’s ability to perform or otherwise comply with all or any of its obligations and liabilities under any Surety Document;
- (b) is likely to materially and adversely affect the business, operations, property, condition (financial or otherwise) or prospects of an Indemnitor; or
- (c) is likely to result in any Surety Document not being legal, valid and binding on, and enforceable in accordance with its terms against an Indemnitor.

**“Overpayment”** means the extent to which:

- (a) the aggregate amount of any monies received by a beneficiary:
  - (i) under a Bond;
  - (ii) from the relevant Bonded Principal in respect of the bonded obligations (including pursuant to the terms of any relevant underlying contract); and
  - (iii) from any other source, including the enforcement proceeds of any Security created to secure the obligations of the relevant Bonded Principal,

exceeds

- (b) the total amount of that beneficiary's actual/ true loss sustained under or in relation to the bonded obligations (including under any relevant underlying contract), whether determined by a court or adjudicator or otherwise in accordance with the terms of any underlying contract (including, without limitation, any final accounting or true-up exercise conducted in relation to the quantum of that actual/ true loss).

**"Person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).

**"Principal"** means:

- (a) a member of the Group; or
- (b) any other Person on whose behalf a surety bond, guarantee, undertaking, indemnity or other obligatory instrument (including unconditional obligations in the nature of letters of credit in whatever form or any "on demand" bond or guarantee is issued at the request by or on behalf of the Lead Indemnitor and/ or any other member of the Group.

**"Rights to Recover Overpayment"** means in relation to any Bond, any express or implied term or right (whether or not contained in the underlying contract to which that Bond relates) or rule of law that entitles the relevant Bonded Principal to recover any monies in respect of Overpayment.

**"Security"** means a mortgage, charge (whether fixed or floating, legal or equitable), assignment by way of security, pledge, lien, assignation, hypothecation, finance lease or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Surety"** means HCCI and/ or any other TMH Company.

**"Surety Document"** means:

- (a) this Deed;
- (b) any side-letter to this Deed;
- (c) a Bond;
- (d) any written application or request for a Bond made by or on behalf of the Lead Indemnitor and/ or any member of the Group;
- (e) any facility agreement, premium / fee agreement or similar (including where documented by email only) entered into in relation to any Bond;
- (f) any document creating Security in favour of the Surety in relation to any Bond or this Deed (including any cash collateral deposit agreement) ("**Surety Security Document**");
- (g) any intercreditor agreement, subordination agreement or similar entered into in relation to this Deed or any Surety Security Document; and
- (h) any other document designated a 'Surety Document' by HCCI and the Lead Indemnitor from time to time.

**"TME"** means TOKIO MARINE EUROPE S.A. a company registered in Luxembourg with number B221975 and whose registered address is 33, Rue Sainte Zithe, L-2763 Luxembourg - operating in its jurisdiction of incorporation or through any of its registered branches from time to time.

**"TMH"** means TOKIO MARINE HOLDINGS, INC. a corporation registered in Japan with number 7010001078061 and whose registered address is Tokio Marine Nichido Building Shinkan 1-2-1 Marunouchi, Chiyoda-ku, Tokyo, 100-0005, Japan.

**“TMH Company”** means any member from time to time of the TMH Group (together the **“TMH Companies”**).

**“TMH Group”** means TMH and its subsidiaries in any jurisdiction including TME and HCCI.

- 1.2 Clause and schedule headings shall be for ease of reference only.
- 1.3 Any reference in this Deed to a provision of law is to that provision as amended or re-enacted.
- 1.4 A Person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed provided that the parties acknowledge and agree that the Surety and, with the prior written approval of HCCI, any procured surety or co-surety as referred to in clause 16 shall be entitled to enforce any term of this Deed. HCCI (acting both for itself and the Surety) and the Indemnitors shall be entitled to agree to amend, vary, replace or waive any term of this Deed and HCCI (acting both for itself and the Surety) may agree to release any Indemnitor from this Deed, in each case without the consent of any other Person (including any procured surety or co-surety).
- 1.5 In this Deed words denoting the singular shall be construed as denoting the plural and vice versa.
- 1.6 Unless the contrary is stated, any reference in this Deed to a clause or a schedule is to a clause of or a schedule to this Deed.
- 1.7 The liabilities and obligations of the Indemnitors under this Deed are both joint and several.
- 1.8 Each and every Bond shall be deemed outstanding, unless and until the Surety has been released and discharged absolutely from all and any liability thereunder to the Surety’s absolute satisfaction and the Bond has been returned to the Surety – whether or not it is alleged that the underlying bonded obligations have been performed or contract has been completed.
- 1.9 Any reference in this Deed to the Surety having any liability under a Bond, Surety Document or any other document shall be construed as a reference to the Surety having any actual, contingent and/or prospective liability under that Bond, Surety Document or other document.
- 1.10 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of:
- (a) another person (or its nominee) by way of security or in connection with the taking of security; or
  - (b) its nominee.
- For the purposes of determining whether a limited liability partnership is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.11 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.12 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.

- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 A reference to any document or agreement (including this Deed or any other Surety Document) shall be construed to mean that document or agreement as the same may be amended, restated, varied, supplemented or substituted from time to time.

## **2. INDEMNITY**

### **2.1 Indemnity**

The Indemnitors shall indemnify and keep indemnified the Surety from and against all claims, liabilities, costs, expenses and/ or losses (including loss of interest and Costs & Expenses) incurred by the Surety under or in connection with any Bond and any other Surety Document. The obligations of the Indemnitors under this clause 2 are not to be reduced or qualified in any way by the other provisions of this Deed.

### **2.2 Demands for Indemnity Payment**

Following demand by the Surety the Indemnitors shall immediately pay any amounts payable under clause 2.1 to the Surety. The Indemnitors agree that any monies payable under this clause 2.2 shall be payable as a debt.

### **2.3 Conclusive Evidence**

It is expressly agreed that any statement by the Surety that payment has been made by the Surety under the Bond shall, save in the case of obvious error, be conclusive evidence that the amount of such payment has been made by the Surety and is accordingly due and payable under this Deed by the Indemnitors to the Surety. Subject to the foregoing, the Indemnitors' obligation to pay shall be performed strictly in accordance with the terms of this Deed irrespective of whether any demand, claim or other document presented to the Surety under or in connection with any Bond shall prove to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect.

## **3. PLACE IN FUNDS**

### **3.1 If:-**

- 3.1.1 any claim or demand is made on the Surety or threatened in writing in respect of any Bond;
- 3.1.2 the Surety becomes aware of any event or circumstance which in the reasonable opinion of the Surety may result in a claim or demand being made under or in respect of a Bond, including but not limited to any breach or default in or purported breach of or default in the relevant Bonded Principal's obligations under any underlying contract in respect of which that Bond has been issued;
- 3.1.3 a Bond remains outstanding or the Surety otherwise has any liability (actual or contingent) under that Bond following the 5<sup>th</sup> anniversary of the date of issue or effectiveness of that Bond; or
- 3.1.4 the Surety or its representative shall pay or be obliged to make any payment in connection with a Bond – including into court, under an escrow arrangement or to any Person to procure completion or discharge of any relevant underlying bonded obligation,
- subject to clause 3.2 and to the extent that the Bond Amount in respect of that particular Bond has not already been paid to HCCI under clause 4.2, HCCI may demand in writing payment from the Indemnitors:
- 3.1.5 in the case of a demand made pursuant to clauses 3.1.1-3.1.3, an amount equal to the Bond Amount of such Bond; or

- 3.1.6 in the case of a demand made pursuant to clause 3.1.4, an amount equal to the amount the Surety is required to pay or cause to be paid or becomes liable to pay to any party in order to procure completion or discharge of the bonded obligations

3.2 **Demands for Placement of Funds**

On receipt of written demand from HCCI pursuant to clause 3.1 the Indemnitors shall immediately deposit a sum equal to the Bond Amount of such Bond with HCCI so as to immediately put the Surety in funds.

The Indemnitors agree that any monies payable under this clause 3.2 shall be payable as a debt.

3.3 **Conclusive Evidence**

Any demand served by HCCI in accordance with clauses 3.1 and 3.2 shall, save in the case of obvious error, be conclusive evidence of HCCI's entitlement to call for payment of the amount specified in that demand and that such amount is due and payable under this clause 3. Subject to the foregoing, the Indemnitors' obligation to pay shall be performed strictly in accordance with the terms of this Deed irrespective of whether any demand, claim or other document presented to the Surety under or in connection with any Bond shall prove to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect.

3.4 **Application and Retention of Place in Funds Amount**

- 3.4.1 HCCI shall hold all sums deposited pursuant to clause 3.1 (together with all interest accruing thereon) (for the purpose of this clause, "**Place in Funds Amount**") on trust for the Indemnitors provided that HCCI shall at all times have the power to use the Place in Funds Amount or any part of it to settle or pay any claim or threatened claim arising from that Bond together with any liabilities, losses (including loss of interest) and/ or Costs & Expenses sustained or incurred by the Surety under or by virtue of that Bond and in enforcing its rights under this Deed and under any other Surety Document.

- 3.4.2 If HCCI still holds the Place in Funds Amount or any part of it after:

- (a) application of the Place in Funds Amount or any part of it towards paying, settling or recouping, as the case may be, any claim or threatened claim arising from any Bond and to settle, pay or recoup any liabilities, losses (including loss of interest) and/ or Costs & Expenses sustained or incurred by the Surety under or by virtue of that Bond and in enforcing its rights under this Deed and under any other Surety Document; and
- (b) the absolute release and discharge of the Surety from all liabilities under that Bond,

(such remaining money being the "**Excess**")

HCCI shall refund an amount equal to the Excess to the Indemnitors.

- 3.4.3 HCCI (at its absolute discretion) may choose to discharge all its payment obligations under this clause 3.4 through payment to the Lead Indemnitor following which HCCI shall have no further liability as trustee under this Deed in respect of that Place in Funds Amount.

4. **CASH COVER**

- 4.1 HCCI shall be entitled to make and serve demand on the Indemnitors under clause 4.2 after the occurrence of any of the following events or circumstances (each a "**Cash Cover Event**"):-

4.1.1 **Non-payment**

An Indemnitor fails to pay to the Surety any sum payable by that Indemnitor under any Surety Document (other than any Bond premium/fees) when due and payable.

#### **4.1.2 Non-payment of Bond premium/ fees**

The Surety does not receive any Bond premium/ fees (including any additional or extension premium/ fees charged from time to time) on the date on which such premium/ fees were due and payable provided that no Cash Cover Event under this clause 4.1.2 will occur if the failure to comply is remedied within 30 days of such date.

#### **4.1.3 Insolvency**

- (a) Any Indemnitor, Bonded Principal or member of the Group:
  - (i) is unable or admits inability to pay its debts as they fall due;
  - (ii) is deemed to, or is declared to, be unable to pay its debts under applicable law;
  - (iii) suspends or threatens to suspend making payments on any of its debts; or
  - (iv) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- (b) The value of the assets of any Indemnitor, Bonded Principal or member of the Group is less than its liabilities taking into account contingent and prospective liabilities).
- (c) A moratorium is declared in respect of any indebtedness of any Indemnitor, Bonded Principal or member of the Group. If a moratorium occurs, the ending of the moratorium will not remedy any Cash Cover Event caused by that moratorium.

#### **4.1.4 Insolvency Proceedings**

Any corporate action, legal proceedings or other procedure or step is taken in relation to:-

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Indemnitor, Bonded Principal or member of the Group other than a solvent liquidation or reorganisation of any Indemnitor, Bonded Principal or member of the Group to which HCCI has given its prior written consent;
- (b) a composition, compromise, assignment or arrangement with any creditor of any Indemnitor, Bonded Principal or member of the Group;
- (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Indemnitor, Bonded Principal or member of the Group or any of its assets; or
- (d) the enforcement of any Security over any assets of any Indemnitor, Bonded Principal or member of the Group;

or any analogous procedure or step is taken in another jurisdiction.

#### **4.1.5 Change of Business**

Any Indemnitor or Bonded Principal suspends or ceases to carry on (or threatens to suspend or carry on) or change the scope or nature of all or a substantial part of the business it carries on after or on the date of this Deed.

#### **4.1.6 Creditors' Process**

Any expropriation, attachment, sequestration, distress, repossession or execution or any analogous process in any jurisdiction affects any asset or assets of any Indemnitor, Bonded Principal or member of the Group and is not discharged within 30 days.

#### 4.1.7 **Breach of Surety Documents**

Any Indemnitor or Bonded Principal breaches any term of any Surety Document (other than any term governing the final date for payment of any Bond premium/ fees) including any of the terms set out in clauses 10 and 11 of this Deed.

#### 4.1.8 **Change of Control**

If there shall be a Change of Control of the Lead Indemnitor's ultimate parent company, any Indemnitor or any Bonded Principal who is a member of the Group (unless such Change of Control is from any one member of the Group to another member of the Group) other than with the prior written consent of the Surety.

#### 4.1.9 **Misrepresentation**

Any representation, warranty or statement made, repeated or deemed made by or behalf of any Indemnitor or Bonded Principal in, or pursuant to, any Surety Document is (or proves to have been) incomplete, untrue, incorrect or misleading when made, repeated or deemed made.

#### 4.1.10 **Unlawfulness**

- (a) It is or becomes unlawful for any Indemnitor or Bonded Principal to perform any of its obligations under any Surety Document.
- (b) Any obligation or obligations of any Indemnitor or Bonded Principal under any Surety Document are not or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Surety under any Surety Document.

#### 4.1.11 **Repudiation**

An Indemnitor repudiates or evidences an intention to repudiate any Surety Document.

#### 4.1.12 **Material Adverse Effect**

Any event occurs (or circumstances exist) which, in the opinion of HCCI, has or is likely to have a Material Adverse Effect.

#### 4.1.13 **Security**

Any grantor of Security in favour of the Surety fails to take such steps as are necessary to perfect any Surety Security Document or breaches any of its obligations in any Surety Security Document.

#### 4.1.14 **Comparable bond/ guarantee facilities**

If the issuer of, or participant in, any surety bond, guarantee, undertaking, indemnity or other obligatory instrument (issued for and on behalf of or at the request of an Indemnitor) issues a demand to be placed in funds, to be paid cash cover or to be collateralised/ secured in respect of liability under that instrument(s).

### 4.2 **Demands for Cash Cover**

Following the occurrence of any Cash Cover Event the Indemnitors shall on HCCI's written demand immediately pay to HCCI a sum equal to:

- 4.2.1 the aggregate of the Bond Amounts under all outstanding Bonds;

PLUS

- 4.2.2 an additional amount to establish a reserve to cover the Surety's anticipated Costs and Expenses;

LESS

- 4.2.3 any monies already held by HCCI pursuant to clause 3.4 of this Deed to be held and applied in accordance with clause 4.4. The Indemnitors agree that any monies payable under this clause 4.2 shall be payable as a debt.

4.3 **Conclusive Evidence**

Any demand served by HCCI under clause 4.2 shall, save in the case of obvious error, be conclusive evidence of the entitlement of HCCI to call for payment of the amount specified in that demand and that such amount is accordingly due and payable under this Deed by the Indemnitors to HCCI.

4.4 **Application and Retention of Cash Cover Amount**

- 4.4.1 HCCI shall hold all sums deposited pursuant to clause 4.2 (together with all interest accruing thereon) (for the purpose of this clause, "**Cash Cover Amount**") on trust for the Indemnitors provided that HCCI shall at all times have the power to use the Cash Cover Amount or any part of it to settle or pay any claim or threatened claim arising from any Bond together with any liabilities, losses (including loss of interest) and/ or Costs & Expenses incurred or sustained by the Surety under or by virtue of any Bond and any other Surety Document.

- 4.4.2 If HCCI still holds the Cash Cover Amount or any part of it after:

- (a) application of the Cash Cover Amount or any part of it towards paying, settling or recouping, as the case may be, any claim or threatened claim arising from any Bond all such liabilities, losses (including loss of interest) and/ or Costs & Expenses incurred or sustained by the Surety under or by virtue of any Bond and any other Surety Document; and
- (b) the absolute release and discharge of the Surety from all liabilities (including contingent and prospective liabilities) under or by virtue of all Bonds and all other Surety Documents,

(such remaining money being the "**Excess Collateral Amount**")

HCCI shall refund an amount equal to the Excess Collateral Amount to the Indemnitors. HCCI (in its absolute discretion) may choose to discharge all such repayment obligations through payment to the Lead Indemnitor following which HCCI shall have no further liability as trustee under this Deed in respect of such Cash Cover Amount.

4.5 **Notification**

- 4.5.1 The Indemnitors shall notify HCCI in writing of any Cash Cover Event (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- 4.5.2 The Lead Indemnitor shall promptly, on request by HCCI, supply a certificate signed by two of its director(s) or senior officers on its behalf, certifying that no Cash Cover Event is continuing (or, if any such Cash Cover Event is continuing, specifying the Cash Cover Event and the steps, if any, being taken to remedy it).

5. **PAYMENT**

- 5.1 The Indemnitors shall discharge their payment obligations under clauses 2, 3 and 4 and any other provision of this Deed by making payment to the Surety or HCCI (as the case may be) to such bank account as the Surety or HCCI (as the case may be) shall in its absolute discretion nominate.



5.2 All payments of whatsoever nature to be made by the Indemnitors under this Deed, unless otherwise directed by HCCI, be made in the currency in which HCCI or the Surety (as the case may be) has or may be obliged to make payment and shall be made without set-off or counterclaim and without any deductions or withholding whatsoever save those required by law. If at any time any applicable law requires the Indemnitors to make any deduction or withholding from a sum payable hereunder, the sum due in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that after the making of such deduction or withholding the Surety or HCCI (as the case may be) receives a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made.

5.3 If any Indemnitor fails to make, or fails to procure, payment to HCCI or the Surety (as the case may be) of:

5.3.1 any amount in accordance with the provisions of this Deed; or

5.3.2 any amount in accordance with the provisions of any other Surety Document where that Surety Document does not separately provide for default interest in the case of late payment; or

5.3.3 any Bond premium/ fees (including any additional or extension premium/ fees) where payment of the same is not governed by the terms of any Surety Document

the Indemnitors shall pay interest on such sum from and including the date on which it became due and payable to the date of actual payment (after as well as before judgment) at the annual rate of 2% above the base rate from time to time of the Bank of England compounded on a quarterly basis (where that base rate is a negative number that base rate shall be construed to be zero for the purposes of this calculation).

## **6. PREMIUMS, TAXES AND EXPENSES**

The Indemnitors shall procure the payment of or pay on demand to HCCI all premiums, fees, taxes and any other costs and expenses payable by any Bonded Principal to the Surety and/or the issuer of the Bond in respect of any Bond, including any insurance premium tax and any increased costs incurred by the Surety upon the introduction of any law or change in any law or in its interpretation or administration.

## **7. REINSTATEMENT**

If any discharge, release or arrangement (whether in respect of the obligations of any Indemnitor or any Security for those obligations or otherwise) in relation to any Surety Document is made by the Surety in whole or in part on the basis of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Indemnitor under the relevant Surety Document will continue or be reinstated as if the discharge, release or arrangement had not occurred.

## **8. OVERPAYMENTS**

8.1 Where a Bonded Principal is a party to this Deed as an Indemnitor, that Indemnitor agrees and undertakes to hold any monies it receives in consequence of its Rights to Recover Overpayment in respect of any Bond on trust in a separate designated bank account for the benefit of the Surety unless and until:

(a) the Surety has no further liability of any kind under such Bond or any other Surety Document; and

(b) all obligations of the Indemnitors to the Surety under this Deed and all other Surety Documents have been discharged in full.

8.2 Where a Bonded Principal is not party to this Deed, the Lead Indemnitor agrees that it shall procure that such Bonded Principal shall hold any monies it receives in consequence of its Rights to Recover Overpayment on the same terms as set out in clause 8.1.

## **9. REPRESENTATIONS AND WARRANTIES**

Each Indemnitor represents and warrants to the Surety on the date hereof and subsequently on each date on which a Bond is issued or the Surety otherwise assumes any direct or indirect liability in respect of a Bond that:-

- 9.1 it has taken all actions, fulfilled all conditions and obtained and maintained all such consents as are necessary to enable it to enter into this Deed (and any other Surety Document to which it is a party) and perform the obligations therein set out;
- 9.2 this Deed (and any other Surety Document to which it is a party) creates valid and binding obligations on its part which are fully enforceable in accordance with their terms;
- 9.3 the execution, delivery and performance of the terms of this Deed (and any other Surety Document to which it is a party) do not and will not:-
  - (a) contravene any law or any order or regulation binding upon it; or
  - (b) conflict with or cause any breach or default under any other deed, document or agreement binding upon it or any of its assets; or
  - (c) contravene or conflict with its constitutional documents;
- 9.4 it is lawfully empowered by its constitutional documents or otherwise to enter into this Deed (and any other Surety Document to which it is a party) and it is duly authorised to execute the same in the manner appearing at the end of this Deed;
- 9.5 entry into and performing its obligations under this Deed (and any other Surety Document to which it is a party) is for its benefit and is most likely to promote its success for the benefit of its members as a whole because, amongst other things, it can as a member of the Group expect financial advantages to accrue to it which would promote its growth and financial prosperity and/or to be offered the opportunity to enter into transactions that would not otherwise have been available to it;
- 9.6 it has made and shall make independently and without reliance on any representation or advice from the Surety and/or its agents or advisers its own independent investigation and assessment of the contractual and all other liabilities secured and guaranteed by any Bond and has reached its own decision in relation to the effect and import of and the desirability of any Bonds being issued;
- 9.7 no Cash Cover Event is continuing or might result from the entry by the Indemnitors into this Deed (and any other Surety Document to which it is a party) or the issue of the relevant Bond;
- 9.8 the information, in written or electronic format, supplied by, or on behalf of, the Indemnitors to the Surety in connection with any Surety Document or the issue of any Bond was, at the time it was supplied or at the date it was stated to be given (as the case may be):
  - (a) if it was factual information, complete, true and accurate in all material respects;
  - (b) if it was a financial projection or forecast, prepared on the basis of recent historical information and on the basis of reasonable assumptions and was arrived at after careful consideration;
  - (c) if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and
  - (d) not misleading in any material respect, nor rendered misleading by a failure to disclose other information, except to the extent that it was amended, superseded or updated by more recent information supplied by, or on behalf of, the Indemnitors to the Surety;

- 9.9 each set of financial statements delivered to HCCI by the Indemnitors was prepared in accordance with GAAP consistently applied unless expressly disclosed to HCCI in writing to the contrary before the date of this Deed, and gives a true and fair view of the Group's and each Indemnitor's and each Bonded Principal's financial condition and operations during the relevant accounting period and, in the case of those companies incorporated in England and Wales was approved by the Lead Indemnitor's and/ or the relevant company's directors (as the case may be) in compliance with section 393 of the Companies Act 2006;
- 9.10 there has been no material adverse change in the business, assets, financial condition, trading position or prospects of the Group since the date of the publication of its most recent audited financial statements; and
- 9.11 to the best of its knowledge, it is not in any default under any agreement nor are there any legal or other proceedings pending or threatened before any court, tribunal, commission or other regulatory authority and involving any Indemnitor which may affect any Indemnitor's ability to perform its obligations under any Surety Document.

## **10. GENERAL UNDERTAKINGS**

- 10.1 Within 10 months of the end of each of its financial years (or 7 months in the case of a Public Limited Company), the Lead Indemnitor shall supply to HCCI a copy of the Group's consolidated financial statements for that financial year and audited where required by law.
- 10.2 Where prepared, as soon as they become available, but in any event within 60 days after the end of each relevant period, the Lead Indemnitor shall supply to HCCI the Group's consolidated financial statements for each financial quarter and half year.
- 10.3 The Indemnitors shall promptly notify HCCI if there is a Change of Control of any member of the Group or an Indemnitor becomes aware of circumstances that may result in such a Change of Control.
- 10.4 The Indemnitors shall supply to HCCI:
- (a) all documents dispatched by an Indemnitor to its shareholders (or any class of them), or its creditors generally, at the same time as they are dispatched;
  - (b) details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against an Indemnitor as soon as that Indemnitor becomes aware of them and which might, if adversely determined, have a Material Adverse Effect;
  - (c) promptly, any further information about the financial condition, business and operations of any Indemnitor or Bonded Principal as HCCI may reasonably request;
  - (d) promptly, upon HCCI's request, copies of: any Bond; any document referred to in a Bond and any document emanating from any such document (including certificates of practical completion and the making good of defects, adjudicator's decisions, and court judgments); or any document relevant to the Surety's liability under any Bond; and
  - (e) in circumstances where HCCI and/ or a Surety issues a demand pursuant to clause 2, 3 or 4, from time to time on reasonable notice from HCCI, permit or procure the grant or permission for (as the case may be) representatives of HCCI to examine its books, accounts and records and allow them to make and retain copies thereof.
- 10.5 Each Indemnitor shall ensure that at all times any unsecured and unsubordinated claims of the Surety against it under the Surety Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.
- 10.6 HCCI shall be entitled to share copies of all financial statements and other information received under this clause 10 with the Surety and any of the Surety's reinsurers, co-sureties or participants in respect of any Bond.

- 10.7 The Indemnitors undertake to comply with any financial covenants set out in Schedule 3 of this Deed.
- 10.8 The Indemnitors shall, upon becoming aware of the same, promptly inform HCCI of any event or circumstance which may result in a threatened or actual claim or demand being made in relation to a Bond.

## **11. ACCESSION**

- 11.1 If after the date hereof any company:

- (a) being a member of the Group which is not at that date an Indemnitor acquires any material assets or commences or resumes trading;
- (b) becomes a member of the Group; or
- (c) is required to become an obligor (howsoever defined therein) under any loan agreement entered into by the Lead Indemnitor,

(each a “**Relevant Event**”)

the Lead Indemnitor shall forthwith give notice in writing thereof to HCCI and on written request by HCCI the Lead Indemnitor shall procure that such company shall (as soon as reasonably practical, but in any event within 3 months after the date of that Relevant Event) execute and deliver a Deed of Accession.

- 11.2 The Lead Indemnitor shall procure that any Person who becomes a Bonded Principal (and who is not already an Indemnitor) shall deliver a duly completed and executed Deed of Accession.

## **12. ENFORCEMENT OF SURETY’S RIGHTS**

- 12.1 The Surety shall not be obliged to obtain the consent of or to notify any Indemnitor before, on or after the execution of any Bond (including any extension, amendment or renewal thereof). The rights and remedies of the Surety under this Deed and any other Surety Documents shall be additional to and not in reduction or in lieu of any other rights and remedies which the Surety may have or acquire against any Indemnitor or any other person (whether by the terms of any other document or by operation of law) and shall include, without limitation, any other indemnity rights the Surety may have against any Bonded Principal in any jurisdiction whether at law or otherwise. The Surety may enforce any or all of its rights and remedies under this Deed or any other Surety Documents or otherwise in respect of any Bond against any persons liable and in any order of priority as the Surety may in its absolute discretion think fit and notwithstanding that the Surety has not executed this Deed.
- 12.2 Notwithstanding any other provision of this Deed and the other Surety Documents, the Indemnitors acknowledge and agree that the Surety may, in its sole discretion, decline to issue, execute, renew, extend or amend any Bond and may cancel any Bond which is cancellable in accordance with its terms for whatever reason, in the Surety’s sole discretion.
- 12.3 The Indemnitors acknowledge and agree that their obligation to indemnify the Surety in respect of any and all claims, liabilities, losses (including loss of interest) and/ or Costs & Expenses incurred or sustained by the Surety under or by virtue of any Bond and any other Surety Document and the Surety’s right to demand payment in respect of such claims, liabilities, losses (including loss of interest) and/ or Costs & Expenses is not reduced or affected by any reinsurance or other indemnity or sharing arrangement of any nature entered into at any time by the Surety in respect of its liability under a Bond or any payment received under any such agreement or arrangement.

### 13. INDULGENCE AND FORBEARANCE

No giving of or allowance of time forbearance or other forgiveness or indulgence afforded to any Indemnitor or to any of the Bonded Principals or otherwise in respect of any Bond shall prejudice, affect, release, discharge, reduce or vary the obligations of the Indemnitors under this Deed or any other Surety Document.

### 14. RELEASE OF INDEMNITOR

14.1 The Lead Indemnitor may at any time send to HCCI a written request that an Indemnitor be released from its payment obligations contained in this Deed, giving the reason(s) therefor (a “**Release Request**”). Thereafter, unless waived by HCCI, the Lead Indemnitor shall arrange for its financial director (or other senior officer) to meet (either in person or virtually) with an underwriter/ attorney of HCCI to discuss the reason(s) for the request and the potential impact on the Bond facility (such meeting being a “**Release Meeting**”). No later than 10 Business Days following the Release Meeting, an underwriter/ attorney of HCCI shall send written confirmation to the Lead Indemnitor that HCCI has accepted the relevant Release Request (a “**Release Acceptance**”), such Release Acceptance stating the date upon which the payment obligations of the relevant Indemnitor shall cease with respect to all future Bonds (that date being a date to be agreed at the Release Meeting but in no event a date earlier than the date of the Release Meeting and being the “**Determination Date**”) PROVIDED that such Indemnitor shall remain liable under this Deed:-

- (a) in respect of all unmet payment obligations under any of the Surety Documents outstanding at the Determination Date, with interest on such obligations until actual payment;
- (b) in respect of all future payment obligations under this Deed to the extent that those payment obligations relate to either:
  - a. any Bond effected or entered into prior to the Determination Date; and
  - b. any Bond effected or entered into after the Determination Date where the Surety had assumed a commitment to effect or enter into that Bond (whether expressly or impliedly), prior to the Determination Date; and
- (c) in respect of any costs and expenses incurred by the Surety in enforcing any of its rights under any Surety Document.

14.2 If, at any time after the execution of this Deed or any Deed of Accession, the Surety shall (in its absolute discretion) release or discharge any Indemnitor from its obligations under any Surety Document or agree to any modification, variation or waiver of any of such obligations or such obligations shall otherwise be released, discharged, modified or varied, such release, discharge, modification, variation or waiver shall not operate to vary, release, discharge, modify, vary, waive or otherwise reduce the liability of that Indemnitor under any other Surety Document or of any other Indemnitor to the Surety under any Surety Document.

### 15. NON-COMPETITION

15.1 Until all amounts which may be or become payable by the Indemnitors to the Surety under this Deed and all other Surety Documents have been irrevocably paid in full and unless HCCI otherwise directs, no Indemnitor shall after a claim or demand has been made by the Surety or any sum has fallen due to HCCI and/ or a Surety (as the case may be) under this Deed or any other Surety Document:-

- (a) be subrogated to any rights, Security, cash cover or other monies held or received or receivable by HCCI and/ or the Surety (as the case may be) or be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of the liability under any Surety Document of any Indemnitor; or

- (b) claim, rank or vote as a creditor of or in respect of any Indemnitor or its assets in competition with HCCI and/ or the Surety (as the case may be); or
  - (c) whether directly or indirectly receive, claim or have the benefit of any payment, distribution or Security from or on account of any other Indemnitor or exercise a right of set-off (other than a right of set-off which is mandatorily enforceable) or assert any counterclaim against any other Indemnitor; or
  - (d) bring legal or other proceedings for an order requiring any other Indemnitor to make any payment, or perform any obligation, in respect of which any Indemnitor has given an indemnity under this Deed.
- 15.2 Each Indemnitor shall hold in trust for and forthwith pay or transfer to HCCI or the Surety (as applicable) any payment benefit distribution or Security received by it contrary to or at the direction of HCCI pursuant to clause 15.1.
- 15.3 This clause 15 is for the sole and exclusive benefit of HCCI and each and any Surety. HCCI and the Surety (as the case may be) may in their absolute discretion elect to waive or release any right or remedy available to it under this clause 15 in respect of any Indemnitor(s).

## **16. PROCURED SURETIES**

- 16.1 If HCCI shall procure the execution of any Bond by another TMH Company, then HCCI shall be entitled on behalf of such TMH Company to enforce all of its rights and remedies under this Deed in connection with such Bond in its own name and HCCI shall be entitled to demand and recover under this Deed any sums paid and costs, losses (including loss of interest) and expenses, incurred by or due to that TMH Company under or in consequence of any Bond issued or executed by that TMH Company.
- 16.2 If HCCI shall procure the execution of any Bond by another as a procured sole surety or as a procured co-surety then this Deed shall also operate for the benefit of such procured sole surety or co-surety and HCCI is irrevocably authorised to extend the benefit of this Deed to any such procured sole surety or co-surety so far as such extension may be required to protect the interests of such procured sole surety or co-surety and to enforce all rights and remedies hereunder for the benefit of the Surety and all such procured sole sureties and procured co-sureties without reducing or otherwise qualifying the obligations of the Indemnitors to the Surety under any of the Surety Documents. Any such procured surety or co-surety shall not be entitled itself to take action under this Deed without HCCI's prior written approval.
- 16.3 Each of the Indemnitors confirms and acknowledges that:
- (a) HCCI shall be entitled to proceed and take action under this Deed and to assert and enforce any rights and remedies hereunder on behalf of the Surety and/or other procured sureties referred to in clause 16.2; and
  - (b) The Surety shall be entitled to proceed and take action under this Deed and to assert and enforce any rights or remedies hereunder both for itself and/or any other procured sureties as referred to in clause 16.2.

## **17. APPLICATION OF DEED TO OTHER ARRANGEMENTS**

If the Surety executes or arranges any Bond or other financial engagement at the request or for the benefit of any Indemnitor or Bonded Principal whether effected by means of an insurance or otherwise the terms of this Deed shall also operate to indemnify the Surety for loss or expense arising by reason or in consequence of the Surety entering into that engagement.

## **18. DEMANDS AND NOTICES**

- 18.1 Any notice, demand, acknowledgment or other communication to be given, made, sent or delivered under this Deed (each, a “**notice**”) shall be in writing and shall be given, made, sent or delivered to:

- (a) in the case of HCCI or the Surety at the following email address bonds@tmhcc.com with a copy of such notice sent to the postal address of HCCI as set out at the beginning of this document or at such other email address or postal address as HCCI shall specify by giving not less than 10 Business Days' notice in writing to the Lead Indemnitor; and
- (b) in the case of an Indemnitor, at the postal address or email address of the Lead Indemnitor (who shall accept service on its own account and for and on behalf of the other Indemnitors) set out in Schedule 1 or at such other postal address or email address as it shall specify by giving not less than 10 Business Days' notice in writing to HCCI.

18.2 Any notice shall be deemed to have been received:-

- (a) in the case of a notice delivered by hand:
  - (i) if delivered before 5.00pm on a Business Day on that Business Day; or
  - (ii) if delivered on any day other than a Business Day or after 5.00pm on any Business Day, on the next Business Day;
- (b) in the case of a notice sent by prepaid signed for post, (in the absence of evidence of earlier receipt) at 9.00am on the second Business Day following the day on which it was posted;
- (c) in the case of a notice sent by courier, on the date and at the time that the courier's delivery receipt is signed on behalf of the recipient;
- (d) in the case of a notice sent by pre-paid signed for airmail providing proof of delivery (in the absence of earlier receipt), at 9.00am on the fifth Business Day following the day on which it was posted; or
- (e) in the case of a notice sent by email:
  - (i) if sent prior to 5.00pm on any Business Day with the time of sending appearing on the relevant email, on that Business Day; or
  - (ii) if sent on any day other than a Business Day or after 5.00pm on any Business Day, on the following Business Day.

18.3 References in clause 18.2 to a time of day are to London time.

## **19. AMENDMENTS**

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party to it (or its authorised representative). The other Indemnitors hereby irrevocably appoint the Lead Indemnitor to agree on their behalf any amendments to this Deed or any other Surety Document.

## **20. WAIVERS**

No failure to exercise and no delay in exercising on the part of the Surety any right, power or privilege under any Surety Document shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of or election to affirm any Surety Document by the Surety shall be effective unless it is in writing. The other Indemnitors hereby irrevocably appoint the Lead Indemnitor to agree or accept on their behalf any waivers to this Deed or any other Surety Document.

## **21. COSTS & EXPENSES**

The Indemnitors undertake to indemnify the Surety within 5 Business Days of demand against Costs & Expenses.

## **22. SEVERABILITY**

If any of the provisions of this Deed shall be invalid or unenforceable against any Indemnitor in any jurisdiction, such provision shall not affect the validity or enforceability of any other provision of this Deed nor the validity and enforceability of such provision in any other jurisdiction.

## **23. COUNTERPARTS**

- (a) This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- (b) Transmission of an executed counterpart of this Deed (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- (c) No counterpart shall be effective until each party has executed at least one counterpart.

## **24. ELECTRONIC SIGNATURES**

The parties to this Deed agree that this Deed may be executed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of their intention to be bound by this Deed as a manuscript signature.

## **25. GOVERNING LAW**

This Deed 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 English Law.

## **26. JURISDICTION**

The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a “Dispute”). The parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle Disputes and accordingly neither party will argue to the contrary.

## **27. APPOINTMENT OF PROCESS AGENT**

Any Indemnitor without a registered office in England or Wales (a “**Foreign Indemnitor**”) hereby appoints the Lead Indemnitor or, if the Lead Indemnitor does not have a registered office in England or Wales, another Indemnitor or third party with a registered office in England or Wales (in either case approved in writing by HCCI) as its process agent to receive on its behalf service of process in any proceedings before the courts of England and Wales in connection with this Deed (including non-contractual disputes or claims) (“**Process Agent**”) and the Process Agent, if an Indemnitor, hereby accepts such appointment. The Process Agent (if an Indemnitor) and each and any Foreign Indemnitor hereby agree that that appointment shall not be terminated unless a replacement process agent is immediately appointed on terms acceptable to HCCI in all respects.



## **SCHEDULE 1**

### **The Original Indemnitors**

#### **Lead Indemnitor**

Name

**LLANHARAN COMMUNITY COUNCIL**

Registered Number/ Jurisdiction

**NA / England & Wales**

Registered Address

**2a Chapel Road, Llanahran, CF72 9QA**

Email Address

**clerk@llanharan-cc.gov.wales**

## SCHEDULE 2

### Form of Deed of Accession

To: HCC International Insurance Company PLC

From: [ ]

Dated:

Dear Sirs,

1. We refer to a Deed of Indemnity (the “**Deed**”) dated [ ] and made between the [Lead Indemnitor] and others and HCC International Insurance Company PLC.
2. Terms defined in the Deed shall bear the same meanings herein.
3. We are a company registered in [XXX] with company number [XXX] and whose registered office is at [XXX].
4. In consideration of the payment of £1 paid by HCC International Insurance Company PLC to us (the receipt of which we hereby acknowledge), we hereby agree to be an Indemnitor pursuant to the Deed and accordingly:
  - (a) make the warranties and representations set out at clause 9 of the Deed on the date hereof; and
  - (b) undertake henceforth to perform all the obligations expressed to be undertaken under the Deed by an Indemnitor in all respects as if we had been an original party thereto as an Indemnitor jointly and severally with the Indemnitors and any other party which shall execute or has/have executed a Deed of Accession or Deeds of Accession in the form of this instrument.
5. The Deed shall as from the date hereof be treated as if reference to the Deed is as supplemented by this Deed of Accession and any other Deed of Accession with the intent that the Deed, this Deed of Accession and any other Deed of Accession shall be read and construed as a single instrument.
6. Save for the addition of us as Indemnitor, the terms and conditions of the Deed shall not be deemed to be varied or waived in any respect by the provisions hereof.
7. Our administrative details are as follows:

Address:

Telephone No:

Email:
8. This Deed of Accession 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 English Law.
9. The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed of Accession (including a dispute relating to the existence, validity or termination of this Deed of Accession or any non-contractual obligation arising out of or in connection with this Deed of Accession) (a “**Dispute**”). The parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle Disputes and accordingly neither party will argue to the contrary.

[10. We hereby appoint [SPECIFY/ TO BE APPROVED BY HCCI] as our process agent to receive on our behalf service of process in any proceedings before the courts of England and Wales in connection with this Deed of Accession (including non-contractual disputes or claims).]

**IN WITNESS** whereof this Deed of Accession has been executed as a deed the day and year first before written.

[Executed as a deed by **[NAME OF NEW ENGLISH/ WELSH INDEMNITOR]** )  
acting by a director in the presence of: )  
)  
) .....

Director's signature

.....  
Director's name (BLOCK CAPITALS)

Witness' signature: .....

Witness' name (BLOCK CAPITALS): .....

Witness' address: .....

Witness' occupation: .....]

Executed as a deed by **[NAME OF NEW ENGLISH INDEMNITOR]** acting by **[INSERT FIRST SIGNATORY NAME]**  
a director and  
**[INSERT SECOND SIGNATORY NAME]**  
[a director **OR** its secretary]

Signature: .....

Director

Signature: .....

[Director **OR** Secretary]

[Executed as a deed by **[NAME OF NEW NON-ENGLISH/ WELSH INDEMNITOR]** acting by **[NAME OF AUTHORISED SIGNATORY]** [and **[NAME OF AUTHORISED SIGNATORY]**] who [is **OR** are] permitted to execute for **[NAME OF NEW NON-ENGLISH/ WELSH INDEMNITOR]** under the laws of **[TERRITORY]**

.....

Authorised signatory

[.....]

[Authorised signatory]

Executed as a deed by  
as attorney for and on behalf of  
HCC INTERNATIONAL INSURANCE COMPANY PLC  
in the presence of:-  
Witness :  
Occupation :

**SCHEDULE 3**

**Not Used**

**EXECUTION PAGE**

**IN WITNESS** whereof this Deed of Indemnity has been executed the day and year first before written.

**THE DATE OF THIS DEED AND AS A CONSEQUENCE THE DATE OF DELIVERY OF THE SAME SHALL BE DEEMED TO BE THE DATE ON WHICH HCCI RECEIVE (BY POST, EMAIL OR OTHERWISE AND WHETHER SENT TOGETHER OR ON SEPARATE DAYS) COUNTERPARTS OF THIS DEED DULY EXECUTED BY OR ON BEHALF OF ALL THE INDEMNITORS AND THE INDEMNITORS HEREBY AGREE AND AUTHORISE HCCI TO DATE THE DEED ACCORDINGLY**

**LLANHARAN COMMUNITY COUNCIL** (formed under the Local Government Act 1972) of 2A Chapel Road, Llanharan, CF72 9QA

SIGNED AS A DEED BY

.....  
Name (block capitals)

.....  
As Chair of and on behalf of Llanharan Community Council

and

.....  
Name (block capitals)

.....  
As a Councillor member of and on behalf of Llanharan Community Council

In the presence of and witnessed by:-

.....  
Name (block capitals)

.....  
As the Clerk and Proper Officer of Llanharan Community Council

This signed authorised by resolution of Council.


Minute reference .....

Executed as a deed by  
**TRACEY DEBORAH SMITH**  
as attorney for and on behalf of  
**HCC INTERNATIONAL INSURANCE COMPANY PLC**  
in the presence of:-

Witness : Imarni Fraser  
Occupation : Bond Administrator

Date. Tuesday, 30 January 2024

Reference	Transaction	Amount
QLO74990 Contractor Beneficiary Surety Bond Amount Period	Section 185 Llanharan Community Council Welsh Water HCC International Insurance Company Plc £ 7,316.02 2 years, thereafter additional premiums will be charged at £6% per annum pro rata (subject always to a minimum premium of £750.00) payable in advance with no refund for any part period	
	Premium	£ 879.13
	Admin & Issue Fee	£ 250.00
	<b>Total Due</b>	<b>£ 1,129.13</b>
<b>Total Due</b>	<b>VAT Exempt - IPT not applicable</b>	<b>£ 1,129.13</b>

Banks Details	
Bank	HSBC 
Sort Code	40-29-17
Account Name	Nationwide Sureties Ltd -Trust Account
Account Number	33663477

Bonds & Guarantees will not be released until we are in receipt of cleared funds

E Mail [nationwidesureties@gmail.com](mailto:nationwidesureties@gmail.com)

## Appendix 14

### **To consider purchasing extra 'lamp post poppies' for remembrance Sunday 2024.**

#### Motion

To purchase 30 large poppies for attaching to lamp-posts in the community. To replace those damaged in 2023. To authorise the officers to spend up to £150 with the Royal British Legion for their supply.

Councillor Joanne Miller.

Large Poppy



#### Description   Delivery   Returns

This event poppy is supplied with two nylon cable ties so it can be secured to multiple items. It can be used both inside, like in your window, and also outdoors on to display your poppy with pride.

Please reuse this poppy, it is made of PP5 plastic and so is recyclable, please check with your local authority.

- Measures: 40cm (H) x 36cm (W) (widest part)

## Appendix 15

### **Motion to instruct the Clerk to write to the relevant department of RCTCBC regarding flooding and drainage on the A473 near 'Llanharan Square'.**

#### Motion

"The A473 at the square, adjacent to the High Corner floods regularly during periods of heavy or persistent rain, causing a hazard. Motion to instruct the Clerk to write to the relevant department in RCT to request what remedial work is required to the road drains on the A473 adjacent to the High Corner pub and to describe what, if any remedial work is planned over the next 12 months to rectify the situation".

Councillor Robert Smith.



Catherine Kennedy  
Llanharan Community Council  
2a Chapel Road  
Llanharan  
Pontyclun  
CF72 9QA

Fy Nghyf/My Ref:  
**23/1012/10**

EichCyf/Your Ref:

Dyddiad/Date: 30/01/2024

Gofynnwch am/Please ask for: Amy Marshall  
01443 281130

**DATBLYGIAD** Single storey rear extension, demolish conservatory  
**ARFAETHEDIG/PROPOSAL:**  
**LLEOLIAD/LOCATION :** 18 WESTBOURNE TERRACE, LLANHARAN,  
PONTYCLUN, CF72 9RW  
**CYF GRID/GRID REF:** 299153, 182618

**DEDDF CYNLLUNIO GWLAD A THREF**  
**1990 / GORCHYMYN CYNLLUNIO GWLAD**  
**A THREF (GWEITHDREFN RHEOLI**  
**DATBLYGU) (CYMRU) 2012**

**TOWN AND COUNTRY PLANNING ACT**  
**1990 / TOWN AND COUNTRY PLANNING**  
**(DEVELOPMENT MANAGEMENT**  
**PROCEDURE) (WALES) ORDER 2012**

**Annwyl Sir/Madam**

**Dear Sir/Madam**

Mae manylion cais cynllunio a ddaeth i law  
Cyngor Bwrdeistref Sirol Rhondda Cynon  
Taf, mewn perthynas â'r cais uchod, wedi'u  
hamgáu. Gofynnaf am eich sylwadau.

I enclose details of a planning application  
received by Rhondda Cynon Taf County  
Borough Council, in respect of the above  
proposal, and request your observations.

I weld cynlluniau ac ati ar gyfer y cais uchod  
ar-lein, ewch i [www.rctcbc.gov.uk/planning](http://www.rctcbc.gov.uk/planning) a  
chlicio ar 'Cymraeg' ar frig y dudalen.

Please view plans etc for the above  
application online at  
[www.rctcbc.gov.uk/planning](http://www.rctcbc.gov.uk/planning)

Os nad ydw i'n clywed gennych chi o fewn 21  
diwrnod o ddyddiad y llythyr hwn, byddaf yn  
tybio nad ydych am gyflwyno sylwadau.

I will assume you have no comments to make  
if I do not hear from you within 21 days of the  
date of this letter.

Yr eiddoch yn gywir / Yours faithfully,



**Jim Bailey**  
**Pennaeth Cynllunio / Head of Planning**



Catherine Kennedy  
Llanharan Community Council  
2a Chapel Road  
Llanharan  
Pontyclun  
CF72 9QA

Fy Nghyf/My Ref:  
**24/0089/15**

EichCyf/Your Ref:

Dyddiad/Date: 08/02/2024

Gofynnwch am/Please ask for: Huw Boaler  
01443 281130

**DATBLYGIAD** Variation / removal of condition 2 - convert the  
**ARFAETHEDIG/PROPOSAL:** garage into a home office, garden room & small gym  
(05/1988/10)  
**LLEOLIAD/LOCATION :** THE BARNES, LANELAY LANE, TALBOT GREEN,  
PONTYCLUN, CF72 9LU  
**CYF GRID/GRID REF:** 303152, 182836

**DEDDF CYNLLUNIO GWLAD A THREF**  
**1990 / GORCHYMYN CYNLLUNIO GWLAD**  
**A THREF (GWEITHDREFN RHEOLI**  
**DATBLYGU) (CYMRU) 2012**

**TOWN AND COUNTRY PLANNING ACT**  
**1990 / TOWN AND COUNTRY PLANNING**  
**(DEVELOPMENT MANAGEMENT**  
**PROCEDURE) (WALES) ORDER 2012**

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Cyngor Bwrdeistref Sirol Rhondda Cynon  
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hamgáu. Gofynnaf am eich sylwadau.

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Borough Council, in respect of the above  
proposal, and request your observations.

I weld cynlluniau ac ati ar gyfer y cais uchod  
ar-lein, ewch i [www.rctcbc.gov.uk/planning](http://www.rctcbc.gov.uk/planning) a  
chlicio ar 'Cymraeg' ar frig y dudalen.

Please view plans etc for the above  
application online at  
[www.rctcbc.gov.uk/planning](http://www.rctcbc.gov.uk/planning)

Os nad ydw i'n clywed gennych chi o fewn 21  
diwrnod o ddyddiad y llythyr hwn, byddaf yn  
tybio nad ydych am gyflwyno sylwadau.

I will assume you have no comments to make  
if I do not hear from you within 21 days of the  
date of this letter.

Yr eiddoch yn gywir / Yours faithfully,



**Jim Bailey**  
**Pennaeth Cynllunio / Head of Planning**

