



LLANHARAN COMMUNITY COUNCIL

Minutes of the meeting of the Community Infrastructure Levy (C.I.L) Committee held by remote attendance at 7.00pm on Tuesday 9th April 2024

The meeting was held in accordance with:
The Local Government and Elections (Wales) Act 2021

Present:

Councillors Janine Turner (Chair), Neil Feist, David Evans, Chris Parker, Robert Lewis-Watkin JP, Helen Donnan, Mark Steer, Rhys Jenkins.

Clerk to the Council: Leigh Smith

Deputy Clerk/RFO: Lisa Phillips

Apologies: None.

Absent: None.

CIL2024/015 Welcome and Apologies.

The Chair welcomed all attendees.

CIL2024/016 Disclosures of Interests

Cllr Robert Lewis-Watkin declared a personal and prejudicial interest with regards to agenda item 11 (Minute ref CIL2024/025)

CIL2024/017 Minutes of CIL meeting 12th March 2024

RESOLVED

To approve as a true and accurate record the minutes of the CIL committee meeting held remotely on 12th March 2024



CIL2024/018 Public speaking

None.

CIL2024/019 Correspondence

Noted

CIL2024/020 CIL123 list, Active Project list, Potential Project list and potential project lists

Noted.

CIL2024/021 Impact of RCTCBC's apparent revisited CIL payment schedule

Noted

CIL2024/022 Motion to increase the funds allocated for the Ewenny Bridge project from £275,000 to and to incorporate the improvement of paths to the north and south of the Bridge.

RECOMMENDED

To increase the allocated CIL funds allocated to the Project ' Ewenny Bridge' from £275,000 to £475,000. For this amount to comprise funds set aside to facilitate the building of the Ewenny Bridge, the construction of an appropriate path to the South to link up with the Network Rail crossing bridge and to also now to include the following:

Funds to make improvements to relevant paths to the northern side of the Ewenny Bridge, into and through Brynna Woods to make them suitable for all users in line with the requirements of The Equality Act 2010;

Funds to make improvements to relevant paths to the southern side of the Network rail crossing bridge to make them suitable for all users in line with the requirements of The Equality Act 2010;

Subject to the permission of the relevant landowners and in partnership with other interested parties. Details to be decided at some later date.



CIL2024/023 Recommendations of the Trenos Crossing and Ewenny Bridge Working group made during its meeting on 25th March 2024.

RECOMMENDED

Ref Decision making matrix item 1 – Assumed material from which the bridge is to be constructed to allow Vale to design a base-line design for public consultation and tendering. (NOTE: The decision made here is to decide which material to use for the base-line design. This does not mean that the final bridge design is being set prior to tendering).

To specify a traditional steel/timber construction design now to allow Vale to design a base-line design but to make it clear that the Council do NOT stipulate any material in the tender pack. This option can be subject to change at a later date.

RECOMMENDED

Decision making matrix item 3 - Consider decking spec on bridge. (Note: This information is required for the eventual tender document but not necessary for Vale to complete the base-line design for the scoping design)

To defer this decision. To allow Vale to use an appropriate decking solution for the scoping design at this stage. This matter to be reconsidered prior to producing a tender document.

RECOMMENDED

Decision making matrix item 6 – Consider whether to carry out further ground testing to inform the design.

To authorise £1000 of CIL funds from the project allocation to carry out further ground investigation drilling further from the bank where the original drilling took place. This work to be done to inform the tender document, not to delay production of the initial scoping design.

For information only – Previously resolved by Council March 2024.

Decision making matrix item 8 – Decide on route of the path to the south. – Engineering design possibly required. Budget quote of approx. £1500 obtained awaiting further quotes. (Note: Quote requests have been sent to Premier Groundworks, Jordan Civils, Mid Glam Construction and Vale Consultancies on 1st March. At the time of writing only Vale Consultancies have responded to the request with a budget quote of £1500. Resolution of Council – To engage Vale as described.



CIL2024/024 £50,000 for the improvement of the surface at Danygraig Road, adding to the CIL123 list and Active project lists and instructing the Clerk to draw up a suggested specification and to obtain a budget quotation for further consideration

RECOMMENDED

To reject the proposal to allocate £50,000 of CIL funds for the improvement of the surface at Danygraig Road, adding to the CIL123 list and Active project lists and instructing the Clerk to draw up a suggested specification and to obtain a budget quotation for further consideration

Cllr Robert Lewis-Watkin left the meeting having declared a person and prejudicial interest in the following item of business.

CIL2024/025 CIL Application from Brynna Community Centre (Pitch drainage).

RECOMMENDED

To grant Brynna Community Centre £30,500 for works to improve the drainage of the 'top field' at 'Brynna fields' (Brynna welfare and recreation ground) as per the details described in the application. For monies to the value of £30,500 to be paid to Brynna Community Centre on the receipt of appropriate invoices for the project.

A member requested a recorded vote. The votes were cast as recorded below:

For – Cllrs Rhys Jenkins, Chris Parker, Mark Steer, David Evans, Helen Donnan.

Against – Cllrs Janine Turner, Neil Feist.

Cllr Robert Lewis-Watkin returned to the meeting.

CIL2024/026 Urgent information or to suggest items to the Clerk for a future agenda.

The Clerk and RFO will seek to arrange a meeting with RCTCBC CIL and Planning officers in the near future to discuss ongoing communication with the Community Council.



There being no further business the meeting closed at 9pm..

Date of next meeting: TBD

Councillor Janine Turner
Chair of the CIL Committee



LLANHARAN COMMUNITY COUNCIL

Minutes of the meeting of the Community Infrastructure Levy (C.I.L) Committee held by remote attendance at 7.00pm on Wednesday 12th March 2024

The meeting was held in accordance with:
The Local Government and Elections (Wales) Act 2021

Present:

Councillors Janine Turner (Chair), Neil Feist, David Evans, Chris Parker, Robert Lewis-Watkin JP, Helen Donnan, Mark Steer,

Clerk to the Council: Leigh Smith

Deputy Clerk/RFO: Lisa Phillips

Apologies: Cllr Rhys Jenkins.

Absent: None.

CIL2024/001 Welcome and Apologies.

The Chair welcomed all attendees.

RESOLVED

Cllr Rhys Jenkins proffered a reason with their apology for absence and this reason was accepted as a valid reason for absence by the Committee.

CIL2024/002 Disclosures of Interests

Cllr Robert Lewis-Watkin declared a personal and prejudicial interest with regards to agenda item 12 (Minute ref CIL2024/012)



CIL2024/003 Minutes of CIL meeting 15th November 2023

RESOLVED

To approve as a true and accurate record the minutes of the CIL committee meeting held remotely on 15th November 2023

CIL2024/004 Public speaking

None.

CIL2024/005 Correspondence

Noted

CIL2024/006 CIL123 list, Active Project list, Potential Project list and current financial outlook.

Noted.

CIL2024/007 Updated costs associated with the Memorial Garden /Garage project

RECOMMENDED

To accept the revised costs of £98,458 from Action building services and to authorise the officers to make such payments in line with payment terms previously negotiated. The cost increases being considered reasonable given the time elapsed and taking into account generally accepted inflationary prices rises. Also given that the revised price remains competitive when compared to the originally tendered quotations from the unsuccessful vendors. And to note that work had formally commenced on the project prior to its suspension

RECOMMENDED

To deduct a further £3,488 from project LCC21/15 Provision of dropped kerbs, Hillside-Grove Terrace leaving a project forecast of £12,012, and to update the CIL lists accordingly.

RECOMMENDED

To amend the CIL 123 and Active Project lists to show a forecast cost for the Garage and Memorial Garden project (LCC19/07) of £143,196.



CIL2024/008 CIL funds for the purchase and fitting of 3 x benches in the community

RECOMMENDED

To allocate £2,400 of CIL funds for the purchase and fitting of 3 x benches in the community, and to update the Active Project list and CIL123 list accordingly.

CIL2024/009 CIL funds for a defibrillator to be placed at or near Trenos Gardens

RECOMMENDED

To allocate up to £1,250 of CIL funds for a defibrillator to be placed at or near Trenos Gardens, and authorising the officers to make such a purchase and arrange for fitting. And to update the Active Project list and CIL123 list accordingly.

CIL2024/010 Increasing the allocation of CIL for project LCC22/04. 'Improvements to equestrian access on Bridleway PSM40/4. Bethlehem Way to Brynna Woods

RECOMMENDED

To increase the allocation of CIL funds from £1,000 to a maximum of £1,750 subject to the Clerk obtaining 3 quotations for project LCC22/04. 'Improvements to equestrian access on Bridleway PSM40/4. Bethlehem View to Brynna Woods. This following a price increase from the initial quotations provided.

CIL2024/011 retrospectively allocating £950 (ex VAT) for invoice LML31601 from CIL funds, the work being to install emergency lighting to the shower block being an appropriate use of CIL funds. And for this to be added to the appropriate CIL lists.

RECOMMENDED



To allocate £950 (ex VAT) for invoice LML31601 from CIL funds, the work being to install emergency lighting to the shower block and an appropriate use of CIL funds. And for this to be added to the appropriate CIL lists.

Cllr Robert Lewis-Watkin left the meeting prior to consideration of the following item of business.

Cllr Chris Parker joined the meeting at this point.

CIL2024/012 CIL application from Brynna Football Club (Seniors). Pitch drainage.

RECOMMENDED

That the application be rejected. The reason being that the applicant is neither the owner nor the leasee of the ground upon which work is proposed.

Cllr Robert Lewis-Watkin returned to the meeting following the conclusion of consideration of the application.

CIL2024/013 Updated costs from Vale Consultancies regarding the Ewenny Bridge project.

RECOMMENDED

To allocate £2,540 rather than £1,850 of CIL funds to the project to facilitate the production of the more detailed scoping design by Vale Consultancies. To authorise the Officers to spend up to this amount with Vale consultancies. Note that previously the officers attempted to engage a number of consultancies to quote to carry out the work without successfully obtaining 3 written quotations, with this being the case to suspend financial regulation 11.3eii (where value... 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) upon the recommendation of the Clerk with regards to this item.



RECOMMENDED

To allocate up to £1,500 of CIL funds for the obtaining of an engineering design for the path between the Network Rail railway crossing and the proposed Ewenny Bridge to the appropriate specification (being compliant with bridleway spec and in line with the Disability Act 2010 and best practice). To authorise the officers to spend up to this amount pending the receipt of a quote or quotes from appropriate suppliers. This authorisation valid only should the cheapest available quote be selected with the relevant information to be presented to a future meeting of the Committee and Council. This item included under this agenda item given the only currently available quote is from Vale Consultancies.

CIL2024/014 Update on the progress of the Trenos Crossing and Ewenny Bridge Working group regarding the potential construction of a Bridge over the Ewenny River and to consider next steps.

Noted

CIL2023/099 Urgent information or to suggest items to the Clerk for a future agenda.

There being no further business the meeting closed at 8.10pm.

Date of next meeting: 9th April 2024

Councillor Janine Turner
Chair of the CIL Committee

From: [The Clerk / Project Officer](#)
To: [Lott, Leanne](#)
Cc: [REDACTED], Llanharan Community Council.
Date: 04 April 2024 14:43:00
Attachments: [image001.png](#)

Sorry Leanne,

that should read a total of £296,947.35 this month?

Also, Persimmon are paying payments of circa £203k per payment for phases 3 and 4.

Should all of that payment come to the Community Council or is there a reason why the difference is going to RCT?

The guys are finalising the annual reports in the next few days and Lisa will send them over once prepared.

A number of Councillors have asked that we seek a meeting in due course re current and future arrangements for CIL funding, but I need to get visibility on amounts and dates of payments first as we have projects kicking off. As our payment schedules have now changed from 6 monthly to annually, I will be advising that all current non commenced projects are paused until we get further clarity.

I appreciate you're working on these at the moment, Ill catch up with you later.

Best regards

Leigh Smith
Clerk to the Council.
Llanharan Community Council
Clerk@llanharan-cc.gov.wales
project@llanharan-cc.gov.wales
www.llanharan-cc.gov.wales
Tel: 01443 231430 / 07769 266675

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From: The Clerk / Project Officer
Sent: Thursday, April 4, 2024 11:40 AM
To: Lott, Leanne [REDACTED] >
Cc: Office <Office@llanharan-cc.gov.wales>; Janine Turner <janine.turner@llanharan-cc.gov.wales>
Subject: RE: CIL payments, Llanharan Community Council.

Hi Leanne,

Just to confirm we are receiving £153,860.57 plus £143,086.77 – A total of 3296, 947.35 this month? (subject to checking index figures etc..)

regards

Leigh Smith
Clerk to the Council.
Llanharan Community Council
Clerk@llanharan-cc.gov.wales
project@llanharan-cc.gov.wales
www.llanharan-cc.gov.wales
Tel: 01443 231430 / 07769 266675

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From: Lott, Leanne <Leanne.M.Lott@rctcbc.gov.uk>
Sent: Tuesday, April 2, 2024 11:05 AM
To: The Clerk / Project Officer <project@llanharan-cc.gov.wales>
Cc: Office <Office@llanharan-cc.gov.wales>; Janine Turner <janine.turner@llanharan-cc.gov.wales>
Subject: CIL payments, Llanharan Community Council.

Hi Leigh

Thank you for your email.

I am looking at the CIL receipts this week and believe that you are due to receive the following receipts from the Llanilid development, however, I will confirm as soon as our General Ledger is back up and the number of houses in your local area has been confirmed.

£153,860.57 – Planning Application 19/1082/16 (Reserved Matters application for Phases 3 and 4 of Parc Llanilid (submitted pursuant to outline (hybrid) planning permission 10/0845/34) to include 494no. residential units and associated infrastructure. Amended plans and/or additional/updated information received 24/06/21 (updated application form, site layout plan (rev 'K'), landscaping plans and strategy, Thetford and 1 bed DQR unit plans); 20/07/21 (site layout plan (rev 'L') and accommodation schedule); 22/07/21 (updated urban design statement); 27/07/21 (updated Movement Plan); 03/08/21 (engineering plans and updated Noise Report); 28/09/21 (updated plans to reflect new house types); 12/10/21 (updated landscape plans); 18/11/21 (site layout plan (rev 'N')) and 23/11/21 (revised/updated engineering layout plans, landscape strategy and landscape planting plans)). Third instalment. **Payment 4 is due 31st January 2025 and the final payment is due 15th February 2026.**

£143,086.77 - Planning Application 19/1081/16 (Reserved Matters application for Phase 2 of Parc Llanilid, Llanilid (10/0845/34) to include 421no. residential units and associated infrastructure. Amended plans and/or additional information received 07/12/20, 15/01/21, 18/02/21 and 31/03/21 (Revised description of development 14/01/21 and 31/03/21)). Final instalment.

Would you like us to go through the payments that you have received to date? We could also talk about and complete the annual returns for 2019-2020, 2020-2021, 2021-2022 and 2022/2023?

Kind regards
 Leanne

From: The Clerk / Project Officer <project@llanharan-cc.gov.wales>
Sent: Tuesday, March 12, 2024 11:14 AM
To: Lott, Leanne <[REDACTED]>
Cc: Office <Office@llanharan-cc.gov.wales>; Janine Turner <janine.turner@llanharan-cc.gov.wales>
Subject: RE: CIL payments, Llanharan Community Council.

Rhybudd: E-bost allanol yw hwn - sy wedi dod o sefydliad/unigolyn y tu allan i'r Cyngor. Byddwch yn wylriadwus wrth glicio ar ddolenni neu agor atodiadau.

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Hi Leanne,

Can we confirm urgently what CIL receipts we will be receiving and when please for the rest of Phase 2 and phases 3 & 4.

We have a major project kicking off shortly and currently we do not know our cashflow. The CIL Committee is meeting tonight to make decisions but will be unable to do so not knowing our income situation.

I have contacted persimmon directly but the figures they have provided for payments they have made, and future payments do not correspond with the previous schedule provided (below)

Llanharan Community Council estimated CIL receipts RE Phases 2-4 Llanilid former OCC development								CAP as of 1st April 22
Phase 1 216 homes	Phase 2 421 homes.	Phase 3&4 494 homes	Phases 5, 6, 7 & 8 607 homes	Payment date	Financial year	Total receipts	Total cumulative receipts in financial year	
£72,865.14	£0.00	£0.00	£0.00	21-Apr	21/22	£72,865.14	£72,865.14	
£72,865.14	£143,086.80	£0.00	£0.00	21-Oct	21/22	£215,951.94	£288,817.08	
£0.00	£143,086.77	£0.00	£0.00	22-Apr	22/23	£143,086.77	£143,086.77	
£0.00	£143,086.77	£153,860.57	£0.00	22-Oct	22/23	£296,947.34	£440,034.11	
£0.00	£143,086.80	£153,860.57	£0.00	23-Apr	23/24	£296,947.37	£296,947.37	
£0.00	£143,086.80	£153,860.57	£0.00	23-Oct	23/24	£296,947.37	£593,894.74	
£0.00	£0.00	£153,860.57	£0.00	24-Apr	24/25	£153,860.57	£153,860.57	
		£153,860.57	£0.00	24-Oct				

Best regards

Leigh Smith
 Clerk to the Council.
 Llanharan Community Council

Clerk@llanharan-cc.gov.wales
project@llanharan-cc.gov.wales
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From: The Clerk / Project Officer
Sent: Wednesday, March 6, 2024 11:43 AM
To: 'Lott, Leanne' <[REDACTED]>
Cc: Office <Office@llanharan-cc.gov.wales>; Janine Turner <janine.turner@llanharan-cc.gov.wales>
Subject: CIL payments, Llanharan Community Council.

Hi Leanne,

Annual return being worked on now, should be with you next week.

Can we confirm urgently what CIL receipts we will be receiving and when please for the rest of Phase 2 and phases 3 & 4.

We have a major project kicking off shortly and currently we do not know our cashflow. The CIL Committee is meeting early next week to make decisions.

We assume we are now getting the following:

April 2024 – £450,807.94

Comprising:

Payment 5 of 5 phase 2 - £143,086.60
Payment 3 of 5 phases 3&4 - £153,860.57
Payment 4 of 5 phases 3&4 - £153,860.57

April 2025 - £153,860.57

Payment 5 of 5 phases 3&4

Can you confirm please?

Best regards

This was the old schedule based on 6 monthly payments.

Llanharan Community Council estimated CIL receipts RE Phases 2-4 Llanilid former OCC development								CAP as of 1st April 22 389600
Phase 1 216 homes	Phase 2 421 homes.	Phase 3&4 494 homes	Phases 5, 6, 7 & 8 607 homes	Payment date	Financial year	Total receipts	Total cumulative receipts in financial year	Cap recal by RCT in May 23 624259
£72,865.14	£0.00	£0.00	£0.00	21-Apr	21/22	£72,865.14	£72,865.14	
£72,865.14	£143,086.80	£0.00	£0.00	21-Oct	21/22	£215,951.94	£288,817.08	
£0.00	£143,086.77	£0.00	£0.00	22-Apr	22/23	£143,086.77	£143,086.77	
£0.00	£143,086.77	£153,860.57	£0.00	22-Oct	22/23	£296,947.34	£440,034.11	
£0.00	£143,086.80	£153,860.57	£0.00	23-Apr	23/24	£296,947.37	£296,947.37	
£0.00	£143,086.80	£153,860.57	£0.00	23-Oct	23/24	£296,947.37	£593,894.74	
£0.00	£0.00	£153,860.57	£0.00	24-Apr	24/25	£153,860.57	£153,860.57	
		£153,860.57	£0.00	24-Oct				

Leigh Smith

Clerk to the Council.

Llanharan Community Council

Clerk@llanharan-cc.gov.wales

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From: Lott, Leanne <[REDACTED]>

Sent: Monday, December 11, 2023 11:02 AM

To: The Clerk / Project Officer <project@llanharan-cc.gov.wales>

Subject: RE: CIL award - Llanharan Community Council

Hi Leigh

Yes sorry I have not yet responded and will do so over the next few days. Are you in a position to send me the outstanding annual returns?

Many thanks

Leanne

From: The Clerk / Project Officer <project@llanharan-cc.gov.wales>

Sent: 11 December 2023 11:00

To: Lott, Leanne <[REDACTED]>

Subject: RE: CIL award - Llanharan Community Council

Rhybudd: E-bost allanol yw hwn - sy wedi dod o sefydliad/unigolyn y tu allan i'r Cyngor. Byddwch yn wylidwrs wrth glicio ar ddolenni neu agor atodiadau.

Caution: This is an external email and did not originate from within the Council. Please take care when clicking links or opening attachments.

Hi Leanne,

Could we have a response to this please?

Regards

Leigh Smith

Clerk to the Council.

Llanharan Community Council

Clerk@llanharan-cc.gov.wales

project@llanharan-cc.gov.wales

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 chopiau 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.

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From: The Clerk / Project Officer
Sent: Wednesday, November 8, 2023 1:48 PM
To: Lott, Leanne [REDACTED]; Office <Office@llanharan-cc.gov.wales>
Subject: FW: CIL award - Llanharan Community Council

Hi both,

According to our forecast based on 5 x 6 monthly instalments for each phase we should surely be receiving the 3rd instalment of phases 3&4 and the 5th instalment of phase 2 this October? (£296k)

Llanharan Community Council estimated CIL receipts RE Phases 2-4 Llanilid former OCC development								CAP as of 1st April 22
Phase 1 216 homes	Phase 2 421 homes.	Phase 3&4 494 homes	Phases 5, 6, 7 & 8 607 homes	Payment date	Financial year	Total receipts	Total cumulative receipts in financial year	389600
£72,865.14	£0.00	£0.00	£0.00	21-Apr	21/22	£72,865.14	£72,865.14	
£72,865.14	£143,086.80	£0.00	£0.00	21-Oct	21/22	£215,951.94	£288,817.08	
£0.00	£143,086.77	£0.00	£0.00	22-Apr	22/23	£143,086.77	£143,086.77	
£0.00	£143,086.77	£153,860.57	£0.00	22-Oct	22/23	£296,947.34	£440,034.11	
£0.00	£143,086.80	£153,860.57	£0.00	23-Apr	23/24	£296,947.37	£296,947.37	
£0.00	£143,086.80	£153,860.57	£0.00	23-Oct	23/24	£296,947.37	£593,894.74	
£0.00	£0.00	£153,860.57	£0.00	24-Apr	24/25	£153,860.57	£153,860.57	
		£153,860.57	£0.00	24-Oct				Cap recal by RCT in May 23 624259

We have significant projects running now or about to kick off that are relying on this cashflow? We are even looking at employing someone to run them. Can we double check please and if this has now changed why has this happened?

The CIL Committee has done a lot of work over the past 9 months planning projects based on the projected cashflow. We have a meeting on 15th Nov and need the facts urgently. We may have to Pause projects and stop placing orders urgently.

Leanne, could you give us clarity on the future payment schedule urgently please? We will be meeting on Friday morning to try and make sense of this and need to know what we are now going to be receiving and when so we can work out what to do next.

If we have clarity on cashflow then we can reschedule some of the projects

Thanks in advance

Regards

Leigh

Leigh Smith
Clerk to the Council.
Llanharan Community Council
Clerk@llanharan-cc.gov.wales
project@llanharan-cc.gov.wales
www.llanharan-cc.gov.wales
Tel: 01443 231430 / 07769 266675

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From: Office <Office@llanharan-cc.gov.wales>
Sent: Wednesday, November 8, 2023 11:59 AM
To: The Clerk <clerk@llanharan-cc.gov.wales>
Cc: Chris <chris.parker@llanharan-cc.gov.wales>
Subject: FW: CIL award - Llanharan Community Council

From: Lott, Leanne <[REDACTED]>
Sent: Wednesday, November 8, 2023 11:58 AM
To: Office <Office@llanharan-cc.gov.wales>
Subject: RE: CIL award - Llanharan Community Council

Hi Lisa

I know there will be at least one Llanilid payment to be paid out in April 2024, but I will check and let you know.

Many thanks
Leanne

From: Office <Office@llanharan-cc.gov.wales>
Sent: 08 November 2023 11:54
To: Lott, Leanne <[REDACTED]>
Subject: RE: CIL award - Llanharan Community Council

Rhybudd: E-bost allanol yw hwn - sy wedi dod o sefydliad/unigolyn y tu allan i'r Cyngor. Byddwch yn wylidwrus wrth glicio ar ddolenni neu agor atodiadau.

Caution: This is an external email and did not originate from within the Council. Please take care when clicking links or opening attachments.

Hi,

Thanks, I will speak to Leigh as I think he was expecting funds.
Do you have a schedule of future payments to us please?

Best wishes,
Lisa

From: Lott, Leanne <[REDACTED]>
Sent: Wednesday, November 8, 2023 11:22 AM
To: Office <Office@llanharan-cc.gov.wales>
Subject: RE: CIL award - Llanharan Community Council

Hi Lisa

Many thanks for your email and I can confirm that there was no payment for Llanharan Community Council due in October 2023.

Kind regards
Leanne

From: Office <Office@llanharan-cc.gov.wales>
Sent: 07 November 2023 14:06
To: Lott, Leanne <[REDACTED]>
Subject: CIL award - Llanharan Community Council

Rhybudd: E-bost allanol yw hwn - sy wedi dod o sefydliad/unigolyn y tu allan i'r Cyngor. Byddwch yn wylidwrus wrth glicio ar ddolenni neu agor atodiadau.

Caution: This is an external email and did not originate from within the Council. Please take care when clicking links or opening attachments.

Hi Leanne,

Hope you are ok?

We are working on the CIL spend summaries for you as requested ages ago.

I can only apologise !

We have a CIL meeting early next week and I need to provide a financial forecast to the Chair.

I know we had £296k from you in Aug, but were we due another payment in October 23 please and if yes, for how much?

We have paid out several large invoices for CIL projects in the last month & don't want to transfer monies between accounts, if we are due an imminent CIL payment from yourselves.

Look forward to hearing from you.

Kind regards,
Lisa



CIL 123 list updated 4.4.24

Project	Project description	Est cost
Welfare ground - floodlights on rugby and football pitches	Erection of new lights and power supply. Plus upgrade of power supply to 3phase and trenching.	£103,435
Llanharan Primary School – Outdoor classroom	Llanharan Primary School – Outdoor classroom	£78,032
Dolau Primary School - Climbing/play area for Key stage 2 pupils. Could also be made available to the community (eg After school club)	As per application.	£74,000
Refurbishments to Llanharan OAP hall		£71,451
Brynnau Primary school. Outdoor classroom/play area.	Minute 2021/148	£60,000
Lamp posts upgrades - Brynna and Bridgend road.	0	£33,194
Decorative sculptures and art works for Brynna Woods.	See artist quotation.	£18,000
Brynna Community Trust Infrastructure Grant	Covid	£15,000
Llanharan Primary School – Outdoor classroom	Llanharan Primary School – Outdoor classroom	£78,032
Llanharan Recreational Ground Trust Infrastructure Grant	Covid	£12,432
Improvements to the southern access to RAN17.5 at enterprise Way.	Path along ridge and steps up grass bank	£8,500
Lighting improvements to lane from Bridgend Road to Parc Bryn Derwyn (Jeffer's lane)	Installation of streetlights.	£8,428
Reopening of Footpath RAN17/5 adjacent to the Bryncae Arms	Minute 2021/107	£8,200
Further defibs and cabinets at 5 locations plus 2 extra cabinets.	ors	£7,585
Improvement of Tan Y Bryn – Church Street Bridleway PSM31/1	Improve bridleway	£7,200
Brynna Community Centre Boiler replacement	Replacement boiler for Brynna Community Centre.	£6,720
Path from Meadow rise across top of Llanharan cemetery to join with PROW	Improvements to the path with suitable soak away drainage at strategic points and erection of bollards half way down the entrance to stop vehicle access.	£6,150
Pavement at Wood-view	Pavement.	£4,500
Planters	Additional planters for the community. LS note: Add locations.	£4,420
Parc Bryn Derwyn path	Asphalt	£4,000
Dolau school outdoor resources. Part 2 of application.	Outdoor resources to improve sports facilities and well-being areas.	£3,935
Improvements/Repair to footpath RAN6/1 North of Talyfan Road.	Joint project with RCTCBC	£3,150
Brynna Community Centre grant RE waste pump.	Grant to replace and upgrade the waste pump system.	£3,105
Rear exit (emergency exit) door and front door on the shower block at the Welfare ground	0	£2,936
New noticeboard for both Ynysmaerdy and Llanharan Road	Quotes received Feb 23 Order placed June 23	£2,782
To carry out works to provide power to the new Christmas tree site at Ynysmaerdy.	Minute 2021/148	£2,675
Further 5 benches - Jan21	475 each.	£2,550
Further 5 benches - 2021	0	£1,530
To carry out works to provide power to the new wall mounted Christmas tree brackets at the new locations.	Minute 2021/148	£2,175
Planters	Large oct - 408ea small 176ea	£1,983
Bike/Scooter rack/storage for Brynna pupils	Bike/Scooter rack/storage for Brynna pupils	£1,345
'The Wimbles' overhead trellis	Minute ref 2022/244 Trellis	£959
2023/206 Extra ZOLL defibrillator to replace Llan RFC defib	2023/206 CIL funds to purchase a ZOLL defibrillator to replace that currently used at the Llanharan Rugby Club defib station.	£996
Emergency lighting in Welfare ground Shower block	Minute ref 2024/067	£950
Park Benches	Additional park benches for the community. LS note: Add locations.	£950
Replacement wheelchair-friendly picnic Bench, Oakbrook park.	Total proposed = £1000 from CIL funds comprising: • Wheelchair friendly picnic b	£915
Land preparation for bench at bottom of Oakbrook	Bench and wall	£900
Fitting of benches at WG, L'Oreal and Screwfix layby	KS	£900
Path next to Brynna School to Brynna woods	Asphalt	£850
Resurfacing of land adjacent to BT telephone box, William Street	Resurface.	£830
CIL funding for replacement of lights on War Memorial	Minute 2021/170	£720
Defibrillator and cabinet for Llanharan OAP Hall		£645
Fitting of Xmas tree socket near St Peters Church, Brynna.	Minute 2021/169	£400
Replace damaged bench on Terry's Way	Contractor now engaged at a cost of £385	£385
Ground conditions on Bridleway PSM40/4 to Brynna Woods	Work to improve bunding to prevent flooding	£188
Bus shelter rooftop garden at Hillcrest	Decorative	£139
Bike/scooter rack/storage area for Llanharan PS pupils	Bike/scooter rack/storage area for Llanharan PS pupils	£75
Bridge over the River Ewenny	To provide an all-user bridge over the river Ewenny	£275,000
Garage for asset Memorial Garden refurb & storage	Build a storage garage on the memorial garden site and refurb garden.	£143,195
Improvements to Bryncae Community Centre	Including improvements as identified in condition report.	£100,000
Llanharan branch of the Royal British Legion. Storage cabin	Providing a storage building on LRFC ground. A spend of £19,500 was approved.	£19,500
Provision of dropped kerbs, Hillcrest-Grove Terrace	Joint project with RCTCBC	£12,012
Refurbishment of red telephone box in the square	To professionally refurbish the telephone box.	£6,200
Maintenance of Oakbrook skatepark and Mountain Hare	Minute ref 2023/226 (CIL2023079) maintenance to the Oakbrook skatepark and Mountain Hare playpark	£3,320
Community garden at Lanley estate	Minute ref 2023/060 CIL2023/010. Precise arrangements to be agreed with Ynysmaerdy Hall.	£3,000
Picnic benches at Lanley estate	Minute ref 2023/060 CIL2023/009. Precise locations and styles required. Ref CIL	£3,000
Community garden at Ynysmaerdy	Minute ref 2023/060 CIL2023/010. Precise arrangements to be agreed with Ynysmaerdy Hall.	£2,750
Purchase and fitting of 3 x benches in the community. From Ground Control to Llanharan Road.	Minute ref 2024/067.	£2,370

Defibrillator for Trens Gardens	Minute ref 2024/067.	£1,250
Improvements to equestrian access on Bridleway PSM40/4. Bethlehem Way to Brynna Woods.	Slip resistant surfacing. Work to be carried out under the Highway's Act.	£1,750
Timers for festive lampposts	Minute ref 2023/060 CIL2023/012	£340
Provision for a 4G sport pitch		£400,000
Proposed active travel route from Terrys Way to Jubilee Street		£250,000
Extending the LCDP drop in center.		£100,000
MUGA on LRGT land adjacent to Bryncae Community Centre		£60,000
Improvements to the Welfare Field Shower Block		£50,000
Provision of Youth shelters		£50,000
Purchase of the Harold Street open space land		£40,000
'Rain capture and Irrigation system for Brynna allotments'		£10,000
Gateway to the village(signage)		£6,000
Land from GroveTerrace to Chapel Rd(Improvements)		£6,000
Upgrade of Council notice boards		£5,000
Dugouts at welfare ground football pitch.	Minute 2021/148.On receipt of updated quotes and Appropriate financial information. Awaiting Planning / LDC.	£4,500
Improvements to equestrian access on Bridleway PSM40/4. Bethlehem Way to Brynna Woods.	Slip resistant surfacing. Work to be carried out under the Highway's Act.	£450
Total completed projects		£648,247
Total projects underway or actively under investigation (Active Projects)		£573,687
Total aspirational projects		£981,950
Total allocated CIL 123 list(all)		£2,203,884

		Further confirmed CIL receipts to be received	Est further future CIL receipts (unconfirmed) Ph 5-8 Llanilid
		£604,669	£940,000
	Current CIL Reserves balance (EMR)	Balance following further confirmed CIL receipts to be received from current active housing developments (Llanilid Ph 2, ph 3&4)	Est Balance following confirmed and Est unconfirmed receipts from Ph 5-8 Llanilid
	£636,304	£1,240,973	£2,180,973
Current available and uncommitted after current Active list forecast total spend 4.4.24	-£41,882.86	£562,785.65	£1,502,785.65
Projected income	Projected future available uncommitted balance (cashflow) as of 4.4.24		
Amount	Receipt date		
£296,947.37	24-Apr	£255,064.51	
£153,860.57	31/01/2025	£408,925.08	
£153,860.57	15/02/2026	£562,785.65	



Llanharan Community Council - CIL Active Project List Updated 4.4.24

Project No	Date added	Project	Project description	Status	Monies spent	Further monies Est	Forecast total spend	Council managed/Grant only
LCC23/01	18/02/2023	Bridge over the River Ewenny	To provide an all-user bridge over the river Ewenny	Investigation in progress	£2,560.00	£272,440.00	£275,000.00	Council managed
LCC19/07	Prior 1/10/20	Garage for asset Memorial Garden refurb & storage	Build a storage garage on the memorial garden site and refurb garden.	Project approved and in progress	£14,113.32	£129,081.88	£143,195.20	Council managed
LCC23/02	18/02/2023	Improvements to Bryncae Community Centre	Including improvements as identified in condition report.	Investigation in progress	£0.00	£100,000.00	£100,000.00	Council managed
LCC21/14	06/05/2021	Llanharan branch of the Royal British legion.Storage cabin	Providing a storage building on LRFC ground. A spend of £19,500 was approved.	Project approved and in progress	£13,650.00	£5,850.00	£19,500.00	Grant only
LCC21/15	06/11/2020	Provision of dropped kerbs, Hillcrest-Grove Terrace	Joint project with RCTCBC	Project and spend approved for action.	£0.00	£12,012.00	£12,012.00	Grant only
LCC23/03	18/02/2023	Refurbishment of red telephone box in the square	To professionally refurbish the telephone box.	Project approved and in progress	£4,578.23	£1,621.77	£6,200.00	Council managed
LCC23/226	23/9/2023	Maintenance of Oakbrook skatepark and Mountain Hare	Minute ref 2023/226 (CIL2023079) maintenance to the Oakbrook skatepark and Mountain Hare playpark	Project approved and in progress	£1,170.00	£2,150.00	£3,320.00	Council managed
LCC23/Lan1	17/3/2023	Community garden at Lanley estate	Minute ref 2023/060 CIL2023/008 Permissions and precise details required. Ref Cllr Turner.	Project and spend approved for action.	£0.00	£3,000.00	£3,000.00	Council managed
LCC23/Lan2	17/3/2023	Picnic benches at Lanley estate	Minute ref 2023/060 CIL2023/009. Precise locations and styles required. Ref Cllr Turner.	Project and spend approved for action.	£0.00	£3,000.00	£3,000.00	Council managed
LCC23/Ynys1	17/3/2023	Community garden at Ynysmaerdy	Minute ref 2023/060 CIL2023/010. Precise arrangements to be agreed with Ynysmaerdy Hall.	Project and spend approved for action.	£0.00	£2,750.00	£2,750.00	Council managed
LCC24/01	22/03/2024	Purchase and fitting of 3 x benches in the community. From Ground Control to Llanharry Road.	Minute ref 2024/067.	Project approved and in progress	£1,215.00	£1,155.00	£2,370.00	Council managed
LCC24/02	22/02/2024	Defibrillator for Trenos Gardens	Minute ref 2024/067.	Project and spend approved for action.	£0.00	£0.00	£1,250.00	Council managed
LCC22/04	30/03/2022	Improvements to equestrian access on Bridleway PSM40/4. Bethlehem Way to Brynna Woods.	Slip resistant surfacing. Work to be carried out under the Highway's Act.	Project approved and in progress	£0.00	£1,750.00	£1,750.00	Council managed

LCC23/Lamps1	17/3/2023	Timers for festive lampposts	Minute ref 2023/060 CIL2023/012	Project and spend approved for action.	£0.00	£340.00	£340.00	Council managed
					Actual spend	Further est spend	Forecast total spend	
		Totals			£37,286.55	£639,650.65	£678,187.20	

Further confirmed CIL receipts to be received	Est further future CIL receipts (unconfirmed) Ph 5-8 Llanilid
£604,669	£940,000

	Current CIL Reserves balance (EMR)	Balance following further confirmed CIL receipts to be received from current active housing developments (Llanilid Ph 2, ph 3&4)	Est Balance following confirmed and Est unconfirmed receipts from Ph 5-8 Llanilid
	£636,304	£1,240,973	£2,180,973
Current available and uncommitted after current Active list forecast total spend 4.4.24	-£41,882.86	£562,785.65	£1,502,785.65

Projected income	Projected future available uncommitted balance (cashflow) as of 4.4.24
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Amount	Receipt date	
£296,947.37	24-Apr	£255,064.51
£153,860.57	31/01/2025	£408,925.08
£153,860.57	15/02/2026	£562,785.65



Llanharan Community Council - CIL potential Projects list

Note: Some of the projects on the list may have already been actioned or set aside but the list not yet updated. This is because nothing is removed from the list without a resolution of Council.

No	Date added to list	Project	Project description	Est cost
11/20/02	06/11/2020	Improving the entrance to Bryngwiniog play area (Mountain hare)	Asphalting / signage?	£2,000
11/20/03	06/11/2020	Walking commuter route. Railway station to authors place.	Walking options for people in the newer houses to reach not only the train station but also the general amenities in the Village. The route, starting from the 'black path' at the bottom of Jubilee Street, could link onto the path that runs from Authors Place to the Bryncae Community Centre. From there the unofficial path along the railway line could be resurfaced to link into the current footpath from Brynna Woods RAN/20/1. Some initial work has been done by Community Councillor Jeff Williams and there is an appetite from Welsh Government to create more 'active travel routes'.	£250,000
11/20/31	06/11/2020	Improvements to Llanharan service station - Loreal roundabout path/cycleway		£500,000
11/20/06	06/11/2020	Create a series of well waymarked and published local walking/horse riding routes. With information boards and a bespoke waymark.	There are amazing public rights of way in the area and this would be a good way of helping people get outdoors and get active. Create the routes with a bespoke waymark, good quality gates/stiles, published availability, and some information boards to give the user a more thorough experience. The routes could range in distance and hopefully give that helping hand that some people need to get out walking/riding.	£2,000
11/20/07	06/11/2020	Traffic calming measures on Enterprise Way		
11/20/14	06/11/2020	A pedestrian crossing on Bridgend road		
11/20/15	06/11/2020	Access to the opencast lakes when houses are built		
11/20/19	06/11/2020	Purchase the land behind Haran roofing		
11/20/26	06/11/2020	Brynna 3G. Replacing floodlights with LED		£5,000
11/20/28	16/10/2020	New build - development childcare provision (EG LCDP)	Development of building or new build for community provision such as extra childcare. Possibly in partnership with local group (eg LCDP)	£500,000
11/20/37		Speed camera (school) -infrastructure?		

11/20/41		Investigate ownership of chapel near school		
11/20/42		Move Robert St park into the green field. Then put allotments in the original Park field. Then add a running track and outdoor exercise equipment.		
11/20/43	06/11/2020	Simple BMX track (Similar to what they have at Park Slip)	Earth track somewhere for the kids to take their bikes. Used to be one in brynna woods. Inexpensive to build. Minimal maintenance required.	£5,000
11/20/44	06/11/2020	open public loo and shelter in Llanharan cemetry	People come from miles around, often elderly people. Could use CIL money to refurbish if necessary and LCC staff could open/close it and keep it clean.	
11/20/46	11.11.2020	establish a well needed footway from Allotment site to Maes yr Gobaith area		
11/20/47	11.11.2020	Indoor sports facility/hall		
12/20/02	20/12/2020	Welfare ground - Small extention to house external toilet.	Could be used for outdoor events or those using the fields/chaging rooms. When main hall toilets are not available (closed or hall being rented).	£7,500
12/20/03	20/12/2020	Welfare ground - Improvements to the pathway to the boxing club entrance.	Improve the pathway to make it safer and more established, to the right of the welfare hall and down to the boxing club.	£4,000
12/20/04	20/12/2020	Welfare ground - Works to improve the levels at the welfare ground entrance.	Limited works to relevel a small area just inside the main gate. Not tarmacng or anything substantial.	£2,000
12/20/05	20/12/2020	Welfare ground - Pathway down to and past football field. Compacted dust or similar.	To provide a safe and dry access path to the football field and beyond. Possibly following on from the path to the boxing club (To the right of the welfare hall).	£5,000
12/20/06	20/12/2020	Welfare ground - Repairs tro boxing club roof.	The roof is in danger of collapse at some stage and requires repairs. Also insulating.	
12/20/09	20/12/2020	Welfare ground - Lower priority - External portch and access door to meeting room.	Fit access door and portch to meeting room so it can be used independantly whilst the hall is being hired. Note: Would also require external toilet (See pp no 12/20/02 above)	£5,000
12/20/10	20/12/2020	Welfare ground - Limited refurb of park. See also 11/20/11	Floor alteration to rubber safety flooring. Replacement components for existing play equipment. Possibly new apperatus but priority is improving the existing facility.	
12/20/12	20/12/2020	Access improvements to Llanharan community garden.	Zig zag path down the bank to allow pushchair/wheelchair access. (Not tarmac) and a suitable gateway. Idea to make the garden an area of mindfulness and seclusion for all.	£5,000
20/12/2013	20/12/2020	Development work to Llanharan community garden.	Currently work relies on volunteers and what can be achieved is limited. Access to proper funding would allow the garden to be developed properly.	
12/20/13	20/12/2020	Street signage to the Welfare ground	To allow those visitng to be able to find the facility from the highway	
21/12/2013	20/12/2020	Street signage for the Llanharan community garden	To allow those visitng to be able to find the facility from the highway	

12/20/14	20/12/2020	Bryncae community centre - Proper path from the carpark to the fire door	There is a desire line pathway in mud. To make a proper path here.	
1/21/002	29/1/21	meadow rise play area - renew path and do drainage		
2/21/001	29/01/2021	It would be amazingly beneficial for all the community if the "Swan pond" could be purchased for community use as a nature reserve.		
1/21/004	29/01/2021	I think for the community of Llanharan it would be beneficial to make the pathways in Brynna woods more durable. With covid the pathways have become very muddy. These paths have been wonderful during the pandemic and I feel that this should be looked after.		
1/21/005	29/01/2021	Further dog waste bins at the entrances to Brynna woods and meadow rise		
2/21/001	29/01/2021	Create a pleasant seating area next to River on Chapel Street	we create a area by the river bank opposite the war memorial next to the Chinese chip shop. It has a natural beauty and just needs a bit of loving care and attention to bring it into a place that people young and old could enjoy. Being opposite the memorial and close to the community council offices it is an ideal place to enhance. We could also erect a plaque for the NHS for their services which would be in keeping with the memorial. Wild flower planting could be arranged so the upkeep would be a minimal cost. Seating here would be great so in the future when socialising is allowed families and older generations could meet. Being by water is a natural healer for many mental health issues.	
5/21/001	29.3.21	Improvements/expansion to brynna community centre skateboard bowl.	<p>Please see below email that we discussed. Ideally the bowl should be 3ft deep and if a rail can be put as the edge of top for grinding even better. Not expecting the world but it does need looking at so if money needs spending why not get it right 1st as last. If there is scope for it to be larger fantastic but if not the depth of 3ft should really be considered. Only going deeper or raising the edge with that so no impact on surrounding ground if that is a concern.</p> <p>Below is what has just been done and pencoed. There is no skate bowl type of park From cardiff to Porthcawl and the one in brynna isn't up to much as you will see below again with the links of Porthcawl. Hopefully something comes of this thanks for your time</p> <p>https://www.bridgend.gov.uk/news/new-pencoed-skateboard-and-bmx-park/</p> <p>http://www.middle-age-shred.com/forum/viewtopic.php?f=17&t=23701</p>	
5/21/002	26.4.21	Park or wooded area next to Bryncae Community Centre.	Owned by LMW	

5/21/003	26.4.21	Llanharan Primary School - Green security fence between Allotment and allotment car park and the school	I would like to submit a bid for new fencing between the school, the community allotment carpark and community allotments. Somebody, parked in the Community Carpark, reversed into the fencing over the Christmas period and although the school repaired the pillar and fence it is still in poor repair. I have spoken to our RCT surveyor to get a quote to replace the wire fencing with a green security fence.	£1,900
6/21/001	8.6.21	Sensory garden		
6/21/002	8.6.21	Sensory play area		
6/21/003	8.6.21	Wooden sculptures for schools		
6/21/005	8.6.21	Live wall at Meadow Rise		
LCC21/13	11/20/48	06/05/2021	Bike racks at Train station	£500.00
LCC21/10	12/20/15	06/05/2021	Community Orchard/wildlife areas.	£1,000.00
LCC21/11	11/20/32a	06/05/2021	Bike/scooter rack/storage area for Dolau pupils	£1,000.00
LCC22/BCFC1		22/07/2022	Signage for Bryncae FC	£100.00

Appendix 4

Impact of RCTCBC's apparent revisited CIL payment schedule.

Note: All figures draft pending confirmation from RCTCBC.

The below table shows the changes in expected income given RCTCBC's revised payments schedule as agreed with the developer.

Llanharan Community Council estimated CIL receipts RE Phases 2-4 Llanilid former OCC development ORIGINAL								Llanharan Community Council estimated CIL receipts RE Phases 2-4 Llanilid former OCC development Revised following information from RCTCBC March 2024							
Phase 1 216 homes	Phase 2 421 homes.	Phase 3&4 494 homes	Phases 5, 6, 7 & 8 607 homes	Payment date	Financial year	Total receipts	Total cumulative receipts in financial year	Phase 1 216 homes	Phase 2 421 homes.	Phase 3&4 494 homes	Phases 5, 6, 7 & 8 607 homes	Payment date	Financial year	Total receipts	Total cumulative receipts in financial year
£72,865.14	£0.00	£0.00	£0.00	21-Apr	21/22	£72,865.14	£72,865.14	£72,865.14	£0.00	£0.00	£0.00	21-Apr	21/22	£72,865.14	£72,865.14
£72,865.14	£143,086.80	£0.00	£0.00	21-Oct	21/22	£215,951.94	£288,817.08	£72,865.14	£143,086.80	£0.00	£0.00	21-Oct	21/22	£215,951.94	£288,817.08
£0.00	£143,086.77	£0.00	£0.00	22-Apr	22/23	£143,086.77	£143,086.77	£0.00	£143,086.77	£0.00	£0.00	22-Apr	22/23	£143,086.77	£143,086.77
£0.00	£143,086.77	£153,860.57	£0.00	22-Oct	22/23	£296,947.34	£440,034.11	£0.00	£143,086.77	£153,860.57	£0.00	22-Oct	22/23	£296,947.34	£440,034.11
£0.00	£143,086.80	£153,860.57	£0.00	23-Apr	23/24	£296,947.37	£296,947.37	£0.00	£143,086.80	£153,860.57	£0.00	23-Apr	23/24	£296,947.37	£296,947.37
£0.00	£143,086.80	£153,860.57	£0.00	23-Oct	23/24	£296,947.37	£593,894.74	£0.00	£143,086.80	£153,860.57	£0.00	23-Oct	23/24	£296,947.37	£296,947.37
£0.00	£0.00	£153,860.57	£0.00	24-Apr	24/25	£153,860.57	£153,860.57	£0.00	£143,086.80	£153,860.57	£0.00	24-Apr	24/25	£296,947.37	£296,947.37
		£153,860.57	£0.00	24-Oct						£153,860.57	£0.00	31/01/2025	24/25	£153,860.57	£450,807.94
										£153,860.57	£0.00	15/02/2026	25/26	£153,860.57	£153,860.57
											£0.00	Q1 2027	26/27		£0.00
											£0.00	Q1 2028	27/28		0
												Q1 2029	28/29		0
												Q1 2030	29/30		0
Extract from CIL regulations															
(7) The total amount of CIL receipts passed to a local council in accordance with paragraph (5) or (6) shall not exceed an amount equal to £100 per dwelling in the area of the local council multiplied by λ in each financial year.															
At September 2021 in the Llanharan Community Council area there were 3835 dwellings for the purpose of the calculation. This means that at that point in time Llanharan Community Council would have a theoretical CIL receipt cap of £383,500 in the financial year. (This figure increases as homes are built).								Annual cap as of 1st April 22-May 23 £389,600							
The figures in RED show points during the period when the £383,500 cap would be exceeded.								Annual Cap recalculated by RCT in May 23 £624,259							
Note: Phases 5-8 commencement date is currently unknown but is estimated to be 607 homes. It is expected that the Community Council would be in receipt of 5 installments of approximately £200,000 each. It is possible that payments from this and other developments may also need to be deferred or partially deferred in future.								Sum of confirmed CIL receipts to be paid in as of 4.4.24 Ph 2, 3 and 4. Ph 5-8 still to be determined £604,668.51							

A cashflow forecast given the revised payment schedule is shown below both the CIL 123 list and Active Project list in appendix 3

Appendix 5

Motion to increase the funds allocated for the Ewenny Bridge project from £275,000 to £650,000 and to incorporate the improvement of paths to the north and south of the Bridge.

Motion:

To consider increasing the CIL funds allocated to the Project 'Ewenny Bridge' from £275,000 to £650,000. For this amount to comprise funds set aside to facilitate the building of the Ewenny Bridge, the construction of an appropriate path to the South to link up with the Network Rail crossing bridge and to also now to include the following:

Funds to make improvements to relevant paths to the northern side of the Ewenny Bridge, into and through Brynna Woods to make them suitable for all users in line with the requirements of The Equality Act 2010;

Funds to make improvements to relevant paths to the southern side of the Network rail crossing bridge to make them suitable for all users in line with the requirements of The Equality Act 2010;

Subject to the permission of the relevant landowners and in partnership with other interested parties. Details to be decided at some later date.

Submitted by: Cllr Neil Feist

Officer's note:

For information a budget quotation for a bridge was received recently to the value of £76,000.

The budget quote was for a bridge and installation only and subject to the following caveats:

The quotation was for a steel/timber bridge.

The quotation was for a 20m span bridge. In reality ours is likely to be a few meters longer.

The quotation doesn't include foundations, work to construct the path to the south or project management costs.

The quotation doesn't include any of the paths to the north or south.

The quotation doesn't include any agent fee (likely to be 10%).

Appendix 6

Recommendations of the Trenos Crossing and Ewenny Bridge Working group made during its meeting on 25th March 2024.

- 4.1 Decision making matrix item 1 – Assumed material from which the bridge is to be constructed to allow Vale to design a base-line design for public consultation and tendering.
NOTE: The decision made here is to decide which material to use for the base-line design. This does not mean that the final bridge design is being set prior to tendering.
Recommendation of working group - Specify a traditional steel/timber construction design now to allow Vale to design a base-line design but to make it clear that the Council do NOT stipulate any material in the tender pack. This option can be subject to change at a later date.
- 4.2 Decision making matrix item 3 - Consider decking spec on bridge. (Note: This information is required for the eventual tender document but not necessary for Vale to complete the base-line design for the scoping design)
Recommendation of working group – To defer this decision. To allow Vale to use an appropriate decking solution for the scoping design at this stage. This matter to be reconsidered prior to producing a tender document.
- 4.3 Decision making matrix item 6 – Consider whether to carry out further ground testing to inform the design.
Recommendation of working group – To authorise an appropriate amount (£850 est but with contingency) so suggest £1000 to carry out further ground investigation drilling further from the bank where the original drilling took place. This work to be done to inform the tender document, not to delay production of the initial scoping design.
- 4.4 Decision making matrix item 8 – Decide on route of the path to the south. – Engineering design possibly required. Budget quote of approx. £1500 obtained awaiting further quotes. (Note: Quote requests have been sent to Premier Groundworks, Jordan Civils, Mid Glam Construction and Vale Consultancies on 1st March. At the time of writing only Vale Consultancies have responded to the request with a budget quote of £1500. Awaiting instructions.
Recommendation of working group – To engage Vale as described.
Note: This item already resolved by full council in March 2024 included here for info only.

Appendix 7

Motion

To consider allocating £50,000 of CIL funds for the improvement of the surface at Danygraig Road, adding to the CIL123 list and Active project lists and instructing the Clerk to draw up a suggested specification and to obtain a budget quotation for further consideration.

The road being an adopted public highway but RCTCBC highways informally informing members that no funds were available to address the issue.

It being possible that other sources of funding may be available to supplement the cost (grants etc...)

Cllr Mark Steer.



Approximate section of road requiring improvement.
Approximately 500meters



Llanharan Community Council – CIL application form for Community Groups

Note: This form is intended for the use of Community Groups and Organisations for projects in excess of £1000

SECTION A: ABOUT YOU	
<p>Name of Organisation:</p> <p>(Please note that if you are successful, payment will be made to a bank account registered in this name).</p>	Bryнна Community Centre
<p>Legal Status of the Organisation: (i.e. limited company, Trust, Charitable Incorporated Organisation, CASC etc...)</p>	Charitable incorporated organisation (CIO)
<p>Registered Charity Number (if applicable)</p>	
<p>Name of Main Contact:</p> <p>(All correspondence will be addressed to this person)</p>	Robert Lewis-Watkin. (Trustee)
<p>Full Postal Address of Applicant:</p>	Bryнна Community Centre Heol Dewi Bryнна PONTYCLUN CF72 9QP
<p>Contact Telephone Number:</p>	Daytime: 01656 861267. Mobile: 07779 492791.



Main Contact Email Address:	rob2107@live.com
<p>Has the organisation received Grant Aid or CIL funding from Llanharan Community Council in the past 3 years?</p> <p>If the answer is yes, please complete the box below:</p>	
Date and type of funding (Grant/CIL)	Amount
2023 Grant	£ 6,720 (Boiler replacement)
2022 Grant	£3,105 (replace/upgrade Waste pumps)
2021 Grant	0
<p>Please provide a brief description of the main aims and activities of the organisation applying for CIL funding.</p> <p>To further or benefit the residents of Brynna and the neighbourhood, without distinction of sex, sexual orientation, race or of political, religious or other opinions by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure time occupation with the objective of improving the conditions of life for the residents. In furtherance of these objects but not otherwise, the trustees shall have power: to establish or secure the establishment of a community centre and to maintain or manage or co-operate with any statutory authority in the maintenance and management of such a centre for activities promoted by the charity in furtherance of the above objects.</p> <p>How many people are involved in the organisation and approximately what percentage of them live in the Llanharan Community Council area?</p>	



There are 4 trustees all of whom live in the area. The Community centre and pitches are well used, whilst no specific data exists, anecdotally the vast majority of users are local residents.

Are you a not for profit organisation? (Note: This is a legal term)

Yes

No

How long has the organisation been established?

Many years.

SECTION B: FOR WHAT PURPOSE ARE YOU APPLYING FOR CIL FUNDING?

Please provide a brief description of the project you intend to use CIL funding for?

Brynna Community Centre leases the top football pitch from RCTCBC. The pitch is used by all members of the public and the primary user is Brynna Football Club.

Through years of being played on, the pitch has become very compact and drainage has become a huge problem resulting in matches being regularly postponed. We have had a survey carried out by R.C.T. approved contractors to cure the problem, which involves professional contractors to carry out the work recommended. This should ensure a much better surface for the future and result in increased use for all.

How will the project tangibly benefit the Community?

Sport and recreation contribute to the health and wellbeing of local residents and this field is one of the few pitches available in our area.



The pitch is very well used by children and other members of the public throughout the year, and by Brynna Football club.

Improving its condition and availability to the public means there will be more opportunity for sport and recreation in our area.

Improving the availability of the pitch will also help ensure the long-term future of Brynna Football club at both Junior and Senior levels and the well being and health of all the youth of the area, who use the field for pleasure activities as it is not solely for the use of the Football Clubs.

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

Start Date: End of the football season (May 2024 approx.)

Completion Date: Beginning of the next football season (August 2024 approx.)

SECTION C: How much CIL funding is being applied for?

What is the total cost of the project for which CIL funding is required?

As per recommended contractor attached:- £30,500

What is the amount of CIL Funding the organisation would like to apply for?

Full amount.

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



Supply the following information dependant on grant applied for.

- Organisation/Group constitution or rules
- Income and expenditure account/balance sheet
- Last bank statement
- Constitution or rules
- VAT registration
- Is the organisation profit making?
- Latest audited/ratified accounts and balance sheet.
- Provide quotations for items the CIL funding will be used for.

Section D: Sustainability

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

YES

If yes, provide details.

The pitch will always be used after the work has been completed.



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*)

Brynna Community Centre

Account Number

17732964

Sort Code

01-01-55



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:

A handwritten signature in black ink, appearing to read 'R. Lewis-Thomas'.

Date: 03/04/2024

Second Signature:

Position held in organisation: Treasurer. Julian Phelps.

Signed:

A handwritten signature in black ink, appearing to read 'Julian Phelps'.

Date: 03/04/2024

Completed application forms should be returned to:

Llanharan Community Council
2 Chapel Rd
Llanharan
CF72 9QA
Project@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.

Please note any applications received after the deadline date will 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 CIL Feedback

Name:	R. Lewis-Watkin
Organisation:	Bryna Community Centre.
Address:	Heol Dewi Bryna PONTYCLUN CF72 9QP
Telephone:	
Email address:	rob2107@live.com
Website:	
Reason for previous application: (Project/activity name/details)	Boiler replacement.
Amount received:	£6,720.
Date received:	2023.
I was happy with the application process?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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?	N/A

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:

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



Constitution of

Brynna Community Centre

a Charitable Incorporated Organisation (foundation structure)
whose only voting members are its charity trustees

Date of constitution (last amended):

2nd September 2022

1. Name

The name of the Charitable Incorporated Organisation ("the CIO") is
Brynna Community Centre

2. National location of principal office

The CIO must have a principal office in England or Wales. The principal office of the CIO is in *Wales*.

3. Objects

The objects of the CIO are

To further or benefit the residents of Brynna and the neighbourhood, without distinction of sex, sexual orientation, race or of political, religious or other opinions by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure time occupation with the objective of improving the conditions of life for the residents.

In furtherance of these objects but not otherwise, the trustees shall have power:

To establish or secure the establishment of a community centre and to maintain or manage or co-operate with any statutory authority in the maintenance and management of such a centre for activities promoted by the charity in furtherance of the above objects.

Nothing in this constitution shall authorise an application of the property of the CIO for the purposes which are not charitable in accordance with [section 7 of the Charities and Trustee Investment (Scotland) Act 2005] and [section 2 of the Charities Act (Northern Ireland) 2008]

4. Powers

The CIO has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the CIO has power to:

- 1) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;
- 2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 3) sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- 4) employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of that clause;
- 5) deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

5. Application of income and property

- 1) The income and property of the CIO must be applied solely towards the promotion of the objects.

- a. A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.
 - b. A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 2) None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO.
 - 3) Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

6. Benefits and payments to charity trustees and connected persons

1) General provisions

No charity trustee or connected person may:

- a. buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
- b. sell goods, services, or any interest in land to the CIO;
- c. be employed by, or receive any remuneration from, the CIO;
- d. receive any other financial benefit from the CIO;

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

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

- a. A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.
- b. A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.
- c. Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.
- d. A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- e. A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- f. A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

3) Payment for supply of goods only – controls

The CIO and its charity trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

- a. The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods ("the supplier").
- b. The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- c. The other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person.

In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.

- d. The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
 - e. The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
 - f. The reason for their decision is recorded by the charity trustees in the minute book.
 - g. A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.
- 4) In sub-clauses (2) and (3) of this clause:
- a. "the CIO" includes any company in which the CIO:
 - i. holds more than 50% of the shares; or
 - ii. controls more than 50% of the voting rights attached to the shares; or
 - iii. has the right to appoint one or more directors to the board of the company;
 - b. "connected person" includes any person within the definition set out in clause [30] (Interpretation);

7. Conflicts of interest and conflicts of loyalty

A charity trustee must:

- 1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and
- 2) absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

8. Liability of members to contribute to the assets of the CIO if it is wound up

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

9. Charity trustees

1) Functions and duties of charity trustees

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

- a) to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - any special knowledge or experience that he or she has or holds himself or herself out as having; and,
 - if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

- 2) Eligibility for trusteeship
- a) Every charity trustee must be a natural person.
 - b) No individual may be appointed as a charity trustee of the CIO:
 - if he or she is under the age of 16 years; or
 - if he or she would automatically cease to hold office under the provisions of clause [12(1)(e)].
 - c) No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.
 - d) At least one of the trustees of the CIO must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustees may only act to call a meeting of the charity trustees, or appoint a new charity trustee.

- 3) Number of charity trustees
- a) There must be at least [three] charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.
 - b) The maximum number of charity trustees is 12. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed the maximum.

4) First charity trustees

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

Rose North for 4 years

Julian Phelps for 4 years

Robert Lewis-Watkin for 4 years

Roger Turner for 4 years

10. Appointment of charity trustees

- 1) Apart from the first charity trustees, every trustee must be appointed for a term of three years by a resolution passed at a properly convened meeting of the charity trustees.
- 2) In selecting individuals for appointment as charity trustees, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

11. Information for new charity trustees

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

- a) a copy of the current version of this constitution; and
- b) a copy of the CIO's latest Trustees' Annual Report and statement of accounts.

12. Retirement and removal of charity trustees

- 1) A charity trustee ceases to hold office if he or she:
 - a) retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
 - b) is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
 - c) dies;
 - d) in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - e) is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- 2) Any person retiring as a charity trustee is eligible for reappointment.

13. Taking of decisions by charity trustees

Any decision may be taken either:

- at a meeting of the charity trustees; or
- by resolution in writing or electronic form agreed by a majority of all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the charity trustees has signified their agreement. Such a resolution shall be effective provided that
 - a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and
 - the majority of all of the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve within 28 days of the circulation date.

14. Delegation by charity trustees

- 1) The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.
- 2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:
 - a) a committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;
 - b) the acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
 - c) the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

15. Meetings of charity trustees

- 1) Calling meetings
 - a) Any charity trustee may call a meeting of the charity trustees.
 - b) Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

2) Chairing of meetings

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

3) Procedure at meetings

- a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two charity trustees, or the number nearest to one third of the total number of charity trustees, whichever is greater, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.
- b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- c) In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

4) Participation in meetings by electronic means

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

- b. Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- c. Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

16. Membership of the CIO

- 1) The members of the CIO shall be its charity trustees for the time being. The only persons eligible to be members of the CIO are its charity trustees. Membership of the CIO cannot be transferred to anyone else.
- 2) Any member and charity trustee who ceases to be a charity trustee automatically ceases to be a member of the CIO.

17. Informal or associate (non-voting) membership

- 1) The charity trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.
- 2) Other references in this constitution to “members” and “membership” do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

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

- 1) Any decision to:
 - a) amend the constitution of the CIO;
 - b) amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or
 - c) wind up or dissolve the CIO (including transferring its business to any other charity)must be made by a resolution of the members of the CIO (rather than a resolution of the charity trustees).
- 2) Decisions of the members may be made either:
 - a) by resolution at a general meeting; or
 - b) by resolution in writing, in accordance with sub-clause (4) of this clause.
- 3) Any decision specified in sub-clause (1) of this clause must be made in accordance with the provisions of clause [28] (amendment of constitution), clause [29] (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those members voting at a general meeting, or agreed by all members in writing.
- 4) Except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:
 - a) a copy of the proposed resolution has been sent to all the members eligible to vote; and
 - b) the required majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member’s agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

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

19. General meetings of members

1) Calling of general meetings of members

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

2) Notice of general meetings of members

- a) The minimum period of notice required to hold a general meeting of the members of the CIO is 7 days.
- b) Except where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of the CIO.
- c) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

3) Procedure at general meetings of members

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

20. Saving provisions

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

- who was disqualified from holding office;
- who had previously retired or who had been obliged by the constitution to vacate office;
- who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

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

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

21. Execution of documents

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

22. Use of electronic communications

1) General

The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- a) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
- b) any requirements to provide information to the Commission in a particular form or manner.

2) To the CIO

Any member or charity trustee of the CIO may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

3) By the CIO

- a) Any member or charity trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at

that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.

- b) The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:
- i. provide the members with the notice referred to in clause 19(2) (Notice of general meetings);
 - ii. give charity trustees notice of their meetings in accordance with clause 15(1) (Calling meetings); [and
 - iii. submit any proposal to the members or charity trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 18 (Members' decisions), 18(4) (Decisions taken by resolution in writing).
- c) The charity trustees must –
- i. take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; and
 - ii. send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form.

23. Keeping of Registers

The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a (combined) register of its members and charity trustees.

24. Minutes

The charity trustees must keep minutes of all:

- 1) appointments of officers made by the charity trustees;
- 2) proceedings at general meetings of the CIO;
- 3) meetings of the charity trustees and committees of charity trustees including:
 - the names of the trustees present at the meeting;
 - the decisions made at the meetings; and
 - where appropriate the reasons for the decisions;
- 4) decisions made by the charity trustees otherwise than in meetings.

25. Accounting records, accounts, annual reports and returns, register maintenance

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

26. Rules

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

27. Disputes

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

28. Amendment of constitution

As provided by sections 224-227 of the Charities Act 2011:

- 1) This constitution can only be amended:
 - a) by resolution agreed in writing by all members of the CIO; or
 - b) by a resolution passed by a 75% majority of those voting at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members).
- 2) Any alteration of clause 3 (Objects), clause [29] (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.
- 3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- 4) A copy of every resolution amending the constitution, together with a copy of the CIO's constitution as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution, and the amendment does not take effect until it has been recorded in the Register of Charities.

29. Voluntary winding up or dissolution

- 1) As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:
 - a) at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
 - i. by a resolution passed by a 75% majority of those voting, or
 - ii. by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or
 - b) by a resolution agreed in writing by all members of the CIO.
- 2) Subject to the payment of all the CIO's debts:
 - a) Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.
 - b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.
 - c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- 3) The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:
 - a) the charity trustees must send with their application to the Commission:
 - i. a copy of the resolution passed by the members of the CIO;
 - ii. a declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
 - iii. a statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;
 - b) the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.
- 4) If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

30. Interpretation

In this constitution:

“connected person” means:

- a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- c) a person carrying on business in partnership with the charity trustee or with any person falling within sub-clause (a) or (b) above;

- d) an institution which is controlled –
- i. by the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
 - ii. by two or more persons falling within sub-clause (d)(i), when taken together
- e) a body corporate in which –
- i. the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - ii. two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

“General Regulations” means the Charitable Incorporated Organisations (General) Regulations 2012.

“Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The **“Communications Provisions”** means the Communications Provisions in [Part 9, Chapter 4] of the General Regulations.

“charity trustee” means a charity trustee of the CIO.

A **“poll”** means a counted vote or ballot, usually (but not necessarily) in writing.

31. Signatures

<u>Name and address</u>	<u>Signature</u>	<u>Date</u>
Roger Turner 10 Red Roofs Close Brynna Road Brynna CF35 6PH		
Julian Phelps 30 MAYWOOD Brynna Rhondda Cynon Taf CF72 9PZ		
Rose North 3 CLOS ALUN BRYNNA PONTYCLUN CF72 9SR		
Robert Lewis-Watkin 47 RED ROOFS CLOSE PENCOED BRIDGEND CF35 6PL		

Dated 23rd day of JANUARY 2019 20 ML

**RHONDDA CYNON TAFF
COUNTY BOROUGH COUNCIL**

And

BRYNNA COMMUNITY CENTRE (REGISRETED CHARITY 11844701)

LEASE

Bryнна Community Centre & Welfare Recreation Ground Church Street
Bryнна CF72 9QP

**Director of Legal Services
The Pavilions,
Cambrian Park,
Clydach Vale
Tonypany
CF40 2XX**

HL/DPRGEN-5796

LAND REGISTRY PRESCRIBED CLAUSES

Land Registry prescribed particulars	
LR1. Date of lease	23rd JANUARY 2020
LR2. Title number(2)	<p>LR2.1 Landlord's title number(s) Title number(s) out of which this lease is granted. Leave blank if not registered.</p> <p>WA184386</p> <p>LR2.2 Other title numbers Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</p>
<p>LR3. Parties to this lease</p> <p><i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i></p>	<p>Landlord Rhondda Cynon Taff County Borough Council of The Pavilions Cambrian Park Clydach Vale CF40 2XX</p> <p>Tenant BRYNNA COMMUNITY CENTRE (Registered Charity 1184470) of Brynna Community Centre Heol Dewi Brynna CF72 9SP</p> <p>Other parties None</p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc</i></p>
<p>LR4. Property</p> <p>Insert a full description of the land being leased or</p> <p><i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be attached to this lease and any floor levels must be specified.</i></p>	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>Brynna Community Centre & Welfare Recreation Ground Church Street Brynna RCT CF72 9QP as shown edged red on the plan attached.</p>
LR5. Prescribed statements etc.	

<p>LR6. Term for which the Property is leased</p> <p>Include only the appropriate statement (duly completed) from the three options.</p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>The term is as follows: 21 years from and including the date of this Lease (this term is referred to in this Lease as "the Term")</p>
<p>LR7. Premium</p> <p><i>Specify the total premium, inclusive of VAT where possible.</i></p>	<p>None</p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p>Include whichever of the two statements is appropriate.</p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions</p>
<p>LR9. Rights of acquisitions etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease None</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>None</p>

<p>LR11. Easements</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property The rights referred to in the First Schedule</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property The rights referred to in the Second Schedule</p>
<p>LR12. Estate rentcharge burdening the Property</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p>	<p>None</p>
<p>LR13. Application for standard form of restriction</p> <p>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p>None</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p>If the Tenant is one person, omit or delete all the alternative statements.</p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>Not applicable.</p>

LAND REGISTRY

LAND REGISTRATION ACTS 2002

PROPERTY LEASED:

Brynna Community Centre & Welfare
Recreation Ground Church Street Brynna
CF72 9QP

DATE:

23rd JANUARY 2020

LEASE dated the 23rd day of JANUARY 2019/20_{HL}

BETWEEN

- (1) **The Landlord: RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL** of The Pavilions Cambrian Park Clydach Vale Rhondda Cynon Taff CF40 2XX
- (2) **The Tenant: BRYNNA COMMUNITY CENTRE** (Registered Charity 1184470) of Brynna Community Centre Heol Dewi Brynna CF72 9SP

1. DEFINITIONS

In this Lease where the context so admits the following definitions shall have the following meanings:-

1.1 Act of Insolvency: means

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or

- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended). Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

- 1.2 **Access Route** means pedestrian and vehicular access over the route shown shaded yellow on the Plan.
- 1.3 **Landlord Break Date:** means any time during the first 2 years of the lease by serving a Break Notice
- 1.4 **Tenant Break Date:** means anytime during the first two years of the lease by serving a break Notice, 5 years from the date of the Lease by serving a break Notice and 10 years from the date of the lease by serving a break Notice.
- 1.5 **Break Notice:** mean written notice to terminate the lease on the Break Date
- 1.6 **CDM Regulations:** means the Construction (Design and Management) Regulations 2015 (*SI 2015/51*)
- 1.7 **Development:** has the meaning given by the Town and Country Planning Act 1990 s.55
- 1.8 **Energy Assessor:** means an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*) or regulation 30 of the Building Regulations 2010 (*SI 2010/2214*).
- 1.9 **Energy Performance Certificate:** means a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*).
- 1.10 **Insured Risks** means loss or damage by fire storm flood lightning explosion impact aircraft malicious damage and heave up to full reinstatement value of the Property and any such other risks as a reasonably prudent Landlord may from time to time in its absolute discretion deem appropriate to insure against.
- 1.11 **Insurance Rent** means the sums which the Landlord from time to time pays by way of premiums for effecting the insurance referred to in clause 5.2 including any increased premium payable by reason of any act or omission of the Tenant

- 1.12 **Interest** means interest during the period from the date on which the payment is due both before and after any judgement at the yearly rate of four per centum above the base rate for lending published by Barclays Bank plc from time to time or if such rate shall not be published at any time such other comparable rate of interest as the Landlord may then in writing specify having regard to interest rates current at such time
- 1.13 **Landlord's Surveyor** means any person or firm appointed or employed by or acting for the Landlord (including an employee of the Landlord and including the person or firm appointed by the landlord to collect the rents and manage the Property) to perform the function of a surveyor for any purpose of this Lease
- 1.14 **Lease** unless expressly stated to the contrary the expression "this Lease" includes any document supplemental to or collateral with this document or entered into in accordance with this document
- 1.15 **Neighbouring Property** means any neighbouring or adjoining land in which the Landlord has a freehold or leasehold interest or in which during the Term the Landlord acquires such an interest.
- 1.16 **Permitted Use** means use as a community facility and recreation ground. The Recreation Ground to be used for the purpose of playing sport.
- 1.17 **Permitted Works** means the works that the Landlord has permitted the Tenant to undertake to the Property and which are set out at the fourth Schedule.
- 1.18 **Plan** means the plan annexed to this Lease
- 1.19 **Planning Acts** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and any statutory extension amendment modification consolidation or re-enactment thereof and any statutory instrument order or regulation made thereunder for the time being in force.
- 1.20 **Property** Brynna Community Centre & Welfare Recreation Ground Church Street Brynna CF72 9QP and shown for purposes of identification only edged red on the Plan comprised within the Landlord's registered title WA184386.
- 1.21 **Recreation Ground** means the area of land within the Property as shown edged green on the Plan
- 1.22 **Rent** means the yearly rent of £7,400.00 plus VAT payable monthly in advance and revised pursuant to the third schedule

- 1.23 **Rent Commencement Date** means the 23rd day of JANUARY 2022.
- 1.24 **Requisite Notice** means notice in writing to the Tenant 48 hours before any entry is made on the Property or any part thereof save that in the case of emergency no notice shall be required.
- 1.25 **Service Media** means pipes sewers drains mains ducts conduits gutters watercourse wires cables channels subways flues and all other conducting media including any fixings louvres cowls and other covers
- 1.26 **Term** means a term of 21 years commencing on the date of this Lease and ending on 22nd day of JANUARY 2043^{HL}
- 1.27 **The 1954 Act** means the Landlord and Tenant Act 1954 and all statutes, regulations and orders included by virtue of Clause 2.
- 1.28 **Uninsured Risks:** means any risk which is either:
- 1.28.1 not listed in the definition of Insured Risks; or
- 1.28.2 listed in the definition of Insured Risks but which has not been insured by the Landlord because insurance is not available or is not available in the London insurance market on reasonable terms.
- 1.29 **VAT:** value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.
- 1.30 **VATA 1994:** Value Added Tax Act 1994.

2. INTERPRETATION

- 2.1 The expressions "the Landlord" and "the Tenant" include their respective successors in title
- 2.2 Any covenant by the Tenant not to do an act or thing includes an obligation not to permit such act or thing to be done and to use its best endeavours to prevent such act or thing being done by a third party
- 2.3 Any reference to a statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made thereunder (except any specific reference herein to the Town and Country Planning (Use Classes) Order 1987)
- 2.4 References to any right exercisable by the Landlord extends to all persons authorised by the Landlord (including agents professional advisors contractors workmen and others)

- 2.5 References to "the last year of the Term" include the last year of the Term if the same determines otherwise than by effluxion of time and to "the expiration of the Term" include such sooner determination of the Term
- 2.6 References to consent or approval of the Landlord (or words to similar effect) mean a consent or approval in writing signed by or on behalf to of the Landlord
- 2.7 Where the Landlord or the Tenant for the time being are two or more individuals the terms "the Landlord" and "the Tenant" include the plural number and obligations expressed or implied to be made by or with such party are deemed to be made by or with such individuals jointly and severally
- 2.8 Where the consent or approval of the Landlord is required or requested in relation to this Lease, such provisions shall be construed as also requiring the consent or approval of any superior landlord and mortgagee, except that no obligation is implied that such superior landlord or mortgagee shall not unreasonably refuse any consent
- 2.9 Words importing the one gender include all other genders and words importing the singular include the plural and vice versa
- 2.10 The paragraph headings and title page do not form part of this Lease and shall not be taken into account in its construction or interpretation
- 2.11 References to "losses" are references to liabilities damages or losses awards of damages or compensation penalties costs disbursements and expenses arising from any claim demand action or proceedings
- 2.12 Any covenant by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person with the express authority of the Tenant
- 2.13 Whatever the nationality residence or domicile of any party this lease shall be governed by and interpreted in accordance with the laws of England and Wales

3. DEMISE

THE Landlord DEMISES to the Tenant the Property TOGETHER WITH the rights specified in the First Schedule EXCEPTING AND RESERVING to the Landlord the rights specified in the Second Schedule TO HOLD the Property to the Tenant for the Term subject as hereinafter stated YIELDING AND PAYING to the Landlord:

- i) the Rent and any VAT in respect of it payable monthly in advance in every year and proportionately for any period of less than a month the first such payment being a proportionate sum in respect of the period

from the Rent Commencement Date to the next payment date to be paid on the date hereof.

- ii) The Insurance Rent

4. THE TENANT COVENANTS with the Landlord:

4.1 Rent and other payments

- 4.1.1 To pay the Rent and any VAT in respect of it on the days and in the manner set out in clause 3 without any deductions and if so required in writing by the Landlord to make such payments by banker's order or direct debit to any bank and account that the Landlord may from time to time nominate.
- 4.1.2 To Pay the Landlord on demand the Insurance Rent
- 4.1.3 To pay all rates, taxes and other impositions payable in respect of the Property (save for those of a capital nature), its use and any works carried out there, other than any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease. If any such rates, taxes or other impositions are reasonably and property payable in respect of the Property together with other property the Tenant shall pay a fair proportion (determined conclusively by the Landlord acting reasonably and in accordance with the principles of good estate management except as to questions of law and in the absence of any manifest error) of the total.

4.2 Interest

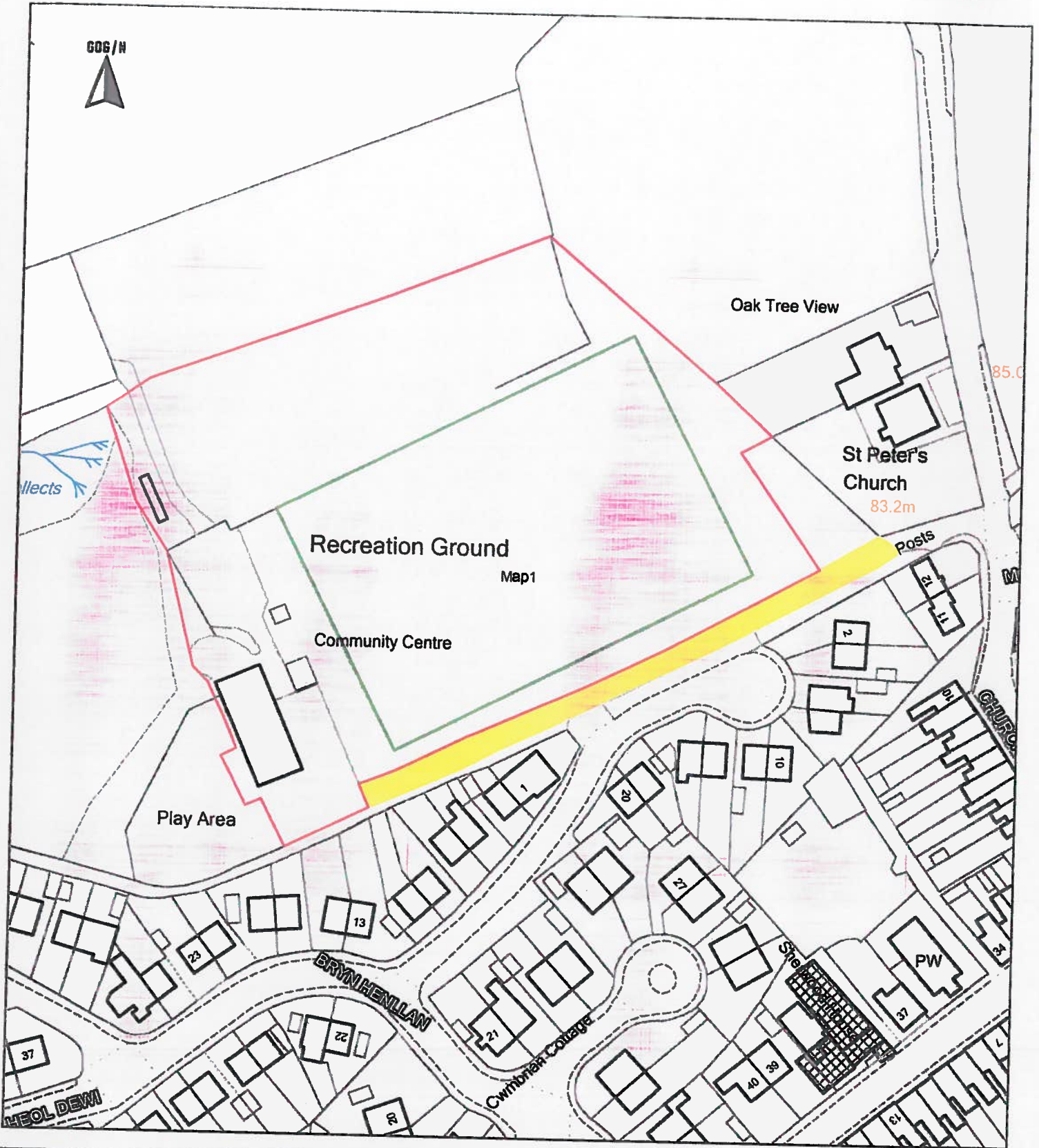
If:

- 4.2.1 any Rent remains unpaid for more than twenty one days after the due date (whether formally demanded or not) to pay Interest thereon calculated from the due date until payment
- 4.2.2 any other rents or other monies payable hereunder remain unpaid for more than twenty one days after written demand therefore to pay Interest thereon calculated from the date of demand until payment such Interest being deemed to be rent due to the Landlord

Nothing in this clause entitles the Tenant to withhold or delay any payment of the Rent or any other sum due under this Lease or affects the rights of the Landlord in relation to any non-payment

4.3 Value Added Tax

- 4.3.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies



Teitl/Title: Maes Hamdden Brynna / Brynna Recreation Ground

Sylwadau/
Comments

[Handwritten signatures]

Graddfa ar A4/ 1:1250

Scale at A4:

Lleoliad/ 298461E

Location: 183331N

Dyddiad/

Date: 09/12/2019

STATE OF TEXAS
COUNTY OF []

[Faint, illegible text, likely a contract or legal document]

WITNESSED my hand and seal this [] day of [] 19[]

made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

- 4.3.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the VATA 1994.

4.4 Outgoings

- 4.4.1 To pay and indemnify and keep indemnified the Landlord against all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Property or upon the owner or occupier of them
- 4.4.2 To pay for all gas electricity water drainage and communications facilities used by or available to the Property and all standing and other charges and to observe and perform at the Tenant's expense (but not so as to effect a breach of any of the other Tenant's covenants herein contained) all present and future regulations and requirements of the gas electricity water drainage and communications authorities and to keep the Landlord indemnified against non-payment or non-observance thereof

4.5 Telecommunications

- 4.5.1 To pay for all telephone and telecommunication facilities used by the Tenant on the Property and all standing and other charges applicable thereto and to keep the Landlord indemnified against non-payment or non-observance thereof.

4.6 Structure and Maintenance

- 4.6.1 To keep the whole of the Property including the structure grounds and service channels in as good a state of repair and condition as it is in at the date of this lease as is evidenced by the schedule of condition annexed hereto.
- 4.6.2 The Tenant must paint all exterior paint work at least once in every three years
- 4.6.3 Subject to the provisions of Clause 4.6.1 in a good workmanlike manner and in all respects to the reasonable satisfaction of the Landlord to decorate the interior of the Property with at least two coats of suitable materials of good quality as often as in the reasonable opinion of the Landlord is necessary and in the last year of the term howsoever determined PROVIDED THAT any alterations to the present colour

- scheme shall be previously approved by the landlord such approval not to be unreasonably withheld or delayed
- 4.6.4 Subject to the provisions of 4.6.1 forthwith to replace any broken or cracked glass in the Property and to clean both sides of all internal windows and window frames in the Property at least once in every 3 months.
- 4.6.5 To pay on demand 50% of the costs incurred by the Landlord in maintaining and repairing the Access Route.

4.7 Recreation Ground covenants

4.7.1 In terms of the Recreation Ground the tenant covenants as follows:

- (i) To keep all the hedges fences and gates on the Recreation Ground always in good repair and condition and the gates (if any) always locked when the Recreation Ground is not in actual use.
- (ii) Not to make any charge for the use of the Recreation Ground or to benefit pecuniary either directly or indirectly or charge for administration in relation to the Recreation Ground or the use thereof save that the Landlord permits the Tenant to charge pitch fees (in accordance with the Council leisure scale of charges (subject to change in line with Council policies and procedures) as a contribution towards pitch maintenance..
- (iii) To be responsible for grounds maintenance of the Recreation Ground (unless otherwise agreed in writing with the Landlord).
- (iv) To pay on demand to the Landlord pitch fees if ground maintenance for the Recreation Ground is carried out by the Landlord. For the avoidance of doubt, no pitch fees will be charged where the maintenance of the Recreation Ground is carried out by the tenant.
- (v) To allow the Recreation Ground to be made available for occasional use by local clubs, schools and the local community.
- (vi) To manage the Recreation Ground in a good husband-like manner so as to keep the land constantly in good condition and in good sound turf.
- (vii) To maintain and repair Floodlighting Masts used in connection with the Recreation Ground to the satisfaction of the Landlord and to insure the floodlighting masts during the term of the lease hereby granted and carry out annual structural and electrical tests the results of which shall be forwarded to the Landlord and in particular will every six months carry out the following specific checks:
 - (a) visually inspect the foundation both for any sign of looseness excessive wears and corrosion
 - (b) test the foundation poles using non-destruction equipment
 - (c) check that the mast is fitted with the manufacturers warning label if appropriate refer to maintenance and operating manual
 - (d) if on inspection the Tenant or its contractors or engineers should find any cause for concern immediately notify the Landlord thereof
- (viii) To ensure the Floodlights have a separate electricity metre that is not connected to any of the Landlords facilities and to be fully liable for all rates and costs incurred in respect of the use of the same.

- (ix) Before each use of the Recreation Ground the Tenant shall thoroughly inspect the same to ensure that all hazards and potentially injurious materials are removed there from

4.8 Shared Costs

To pay a fair and reasonable proportion (in the case of dispute to be conclusively determined by the Landlord's Surveyor acting reasonably and in the interests of good estate management) of the expense of repairing and maintaining all party walls and structures and Service Media and other facilities or easements used or to be used in common with the occupiers of the Property and any neighbouring or adjoining property.

4.9 Yield Up

At the expiration of the Term to yield up the Property with vacant possession decorated and repaired in accordance with and in the condition required by the terms of this Lease having first replaced any Landlord's fixtures and fittings which may be missing or damaged (fair wear and tear excluded) with others of a similar kind and quality and to give up all keys of the Property to the Landlord and to remove all lettering and signs erected by the Tenant and any Tenant's fixtures or fittings in upon or near the Property and forthwith to make good any damage caused by such removal.

4.10 Access of Landlord and Notice to Repair

Where the same cannot be otherwise undertaken to permit the Landlord and the Landlord's Surveyor at all reasonable times upon serving the Requisite Notice on the Tenant to enter upon and where necessary remain on the Property with all necessary tools and equipment:-

4.10.1 to view the state of repair and condition thereof to take inventories and to ascertain whether the covenants and conditions of this Lease have been observed and performed and to give to the Tenant (or leave upon the Property) a notice specifying any maintenance repairs cleaning and decoration that the Tenant has failed to execute the same AND if within one month of the service of such notice the Tenant has not commenced and is not proceeding diligently with the execution of the work referred to in the notice or fails to complete the work to the reasonable satisfaction of the Landlord within two months the Landlord may enter the Property to execute such work as may be necessary to comply with the notice and the cost of so doing and all reasonable and proper expenses incurred by the Landlord (including legal costs and surveyor's fees) shall be paid by the Tenant within twenty one days of a written demand and be recoverable as if the same were rent in arrear

4.10.2 To inspect maintain repair clean alter renew or develop any adjoining or neighbouring property

4.10.3 To carry out work or to do anything whatsoever comprised within the Landlord's obligations in this Lease

4.10.4 To inspect and measure the Property for all purposes related to or connected with this Lease including any pending or intended step under the Landlord and Tenant Act 1954, Part II

In each case the Landlord making good as soon as reasonably practicable and to the Tenant's reasonable satisfaction any damage thereby caused

4.11 Alterations and Additions

4.11.1 Other than the Permitted Works the Tenant is not to:-

4.11.1.1 erect or place any new or additional building or structure on the Property

4.11.1.2 make any alteration to the external appearance of the Property

4.11.1.3 make any alteration or addition to the Service Media in or serving the Property nor to connect any apparatus thereto which might endanger or overload the same or

4.11.1.4 make any structural or non-structural alterations additions or improvements to the Property

without the consent of the Landlord (such consent not to be unreasonably withheld) PROVIDED ALWAYS THAT the Landlord may require the Tenant to supply plans and specifications in duplicate and any licence authorising any such alterations or improvements may if it is reasonable to do so impose obligations on the Tenant to carry out such work and to restore the Property to their original condition upon the expiry of the Term. The Tenant must enter into any covenants the Landlord reasonably requires as to the execution and re-instatement of the alterations

4.12 User

4.12.1 The Property shall be used for the Permitted Use only (subject to obtaining the necessary licences required) and not without the previous consent in writing of the Landlord for any purpose other than the Permitted Use

4.12.2 Where the Landlord gives consent for a change of use under this paragraph such change of use shall thereafter be deemed to be the Permitted Use and the definition in Clause 1 shall be read and construed accordingly

4.13 Regulations

To observe and perform the regulations set out in the Third Schedule and any further reasonable conditions regulations rules and directions as the Landlord may from time to time notify to the tenant in writing to govern the mode of use or for the better management and administration of the Property.

4.14 Insurance

- 4.14.1 not to do or omit to do anything that could cause any insurance policy effected in accordance with this Lease to become wholly or partly void or voidable;
- 4.14.2 to comply with all requirements and recommendations of the insurers;
- 4.14.3 to keep the Property supplied with such fire fighting equipment as is necessary to comply with the Regulatory Reform (Fire Safety) Order 2005 and as the insurers require maintaining the equipment as required;
- 4.14.4 not to store on the Property or bring onto them any dangerous substances as defined by the Regulatory Reform (Fire Safety) Order 2005;
- 4.14.5 not to obstruct the access to any fire equipment or the means of escape from the Property or lock any fire door while the Property is occupied;
- 4.14.6 to immediately give notice to the Landlord of anything that might affect any insurance policy effected in accordance with this Lease, and of any destruction of or damage to the Property, whether or not caused by one or more of the Insured Risks;
- 4.14.7 to produce to the Landlord on demand every insurance policy effected in accordance with this Lease and the receipt for the then current year's premium and if so required must supply the Landlord with a copy of every such policy;
- 4.14.8 if:
 - 4.14.8.1 the Property is damaged or destroyed by an Insured Risk or an Uninsured Risk;
 - 4.14.8.2 the Property is wholly or partly unfit for occupation and use; and
 - 4.14.8.3 the payment of the insurance monies is not wholly or partly refused because of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the

Property with the express or implied authority of any of them;

then payment of the Rent or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use.

4.15 Statutory Requirements

4.15.1 To the extent that compliance is not the obligation of the Landlord pursuant to the terms of this Lease and subject to clause 4.15.2 at the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Tenant's use of the Property that are required (whether by the lessor the lessee or the occupier) in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction

4.15.2 Without prejudice to the generality of the foregoing to comply in all respects with the provisions of any statutes and any other obligations imposed by law or any byelaws applicable to the Property or in regard to the health safety and welfare of the persons using or employed in the Property and otherwise in regard to carrying on the trade or business for the time being carried on by the Tenant on the Property.

4.15.3 Not to do in or near the Property any act or thing by reason of which the Landlord may under any enactment incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

4.16 Planning Acts

4.16.1 Not to do or omit to do anything on or in connection with the Property which would be a contravention of the Planning Acts or of any notice order licence consent permission or condition (if any) served made granted or imposed thereunder

4.16.2 Not without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed) to apply for or implement any planning permission or established use certificate or serve any notice under the Planning Acts relating to the Property and where consent is given to supply to the Landlord a copy of any such application or notice together with such plans and other documents which the Landlord may reasonably require and any planning permission or established use certificate granted to the Tenant

4.16.3 To pay and satisfy any reasonable and proper charge that may be imposed upon any breach by the Tenant or planning control or otherwise under the Planning Acts

4.16.4 Unless the Landlord otherwise in writing directs to carry out before the expiration of the Term any works stipulated to be carried out to the Property as a condition of any planning permission which may have been granted to the Tenant during the Term.

4.16.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

4.16.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

4.17 Notices

To give full particulars to the Landlord of any notice direction order or proposal for the same made given or issued to the Tenant by any local or public authority within seven days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice direction or order and at the written request of the Landlord but at the cost of the Tenant to make or join with the Landlord in making such objection or representation against or in respect of any proposals for a notice direction or order as the Landlord acting reasonably shall deem expedient.

4.18 Alienation

4.18.1 Assignments

4.18.1.1 The Tenant shall not assign the whole or part of this lease

4.18.2 Under lettings

4.18.2.1 The Tenant shall not underlet the Property nor part thereof.

4.18.3 Charging

4.18.3.1 The Tenant shall not charge the whole or part of this lease

4.19 Reletting Boards and Sale of Reversion

Upon receipt of the Requisite Notice to permit the Landlord to enter upon the Property and affix and retain upon any part of the Property

4.19.1 during the last six months of the Term (or sooner if the rents or any part thereof shall be in arrear and unpaid for upwards of one calendar month) a notice for re-letting or sale of the same provided such notice makes it clear that the business carried out by the Tenant at the Property is unaffected : and

4.19.2 at any time a notice for sale of the Landlord's reversionary interest and during such period to permit persons with written authority of the Landlord or its agent at reasonable times of the day to view the Property and upon such viewings being accompanied by the Landlord their surveyors or agent

4.20 Encroachments

Not to stop up darken or obstruct any windows lights or openings on or belonging to the Property and not knowingly to permit any encroachment upon the Property or the acquisition of any new right to light passage drainage or other easement on over or under the Property and to give notice to the Landlord upon becoming aware of the same of any threat of such encroachment or acquisition and at the Landlord's reasonable request and at the Landlord's reasonable and proper expense to take proper action to prevent such encroachment or acquisition PROVIDED THAT if the Tenant shall not take such proper action the Landlord may enter the Property and take the same

4.21 Defective Property

Regularly to inspect the Property and as soon as reasonably practicable after becoming aware of the same to notify the Landlord of any defect in or damage to the Property:-

1. which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise; or
2. for which the Landlord may be primarily or wholly responsible under the terms of this Lease or any Act of Parliament; or
3. which might be caused by an Insured Risk and at all times to display and maintain all notices in respect of such defect or damage which the Landlord or its insurers may from time to time reasonably required to be displayed at the Property

4.22 Landlord's Costs and Expenses

Without prejudice to the generality of the above to pay to the Landlord on an indemnity basis all reasonable and proper costs fees charges disbursements and expenses (including without limitation those payable to 'Counsel' Solicitors surveyors and bailiffs) properly and reasonably incurred by the Landlord:-

4.22.1 in connection with or incidental to every application made by the Tenant for a consent or licence required or made necessary by the provisions of this Lease whether the same be granted or refused or proffered subject to any qualification or condition or whether the application be withdrawn

4.22.2 in connection with or incidental to any proceedings relating to the Property under the Law of Property Act 1925, ss 146 or 147 or the preparation and service of any notice thereunder (whether or not a notice served under the said S146 is complied with by the Tenant and notwithstanding forfeiture is avoided otherwise than by relief granted by the Court)

4.22.3 in connection with or incidental to or in contemplation of the preparation and service of any schedule of dilapidations at any time during or after the Term

4.22.4 In connection with or procuring the remedying of any breach of covenant on the part of the Tenant contained in this Lease including recovery of arrears of rents

4.23 Indemnities

4.23.1 To indemnify and keep indemnified the Landlord against:

- (a) all claims for damages losses expenses actions demands compensation and costs made against or suffered or incurred by the Landlord arising directly or indirectly out of any act omission or negligence of the Tenant or its servants or agents;
- (b) any breach or non-observance by the Tenant of the covenants conditions or other provisions of this lease or any of the matters to which this demise is subject;
- (c) any financial assistance obtained by or on behalf of the Tenant including clawback provisions relating to funding sought or to be sought in respect of the Property
- (d) the use state repair or condition of the Property or any works carried out at any time during the Term;
- (e) any act activity neglect or default by the Tenant or by their respective servants or agents or by any persons on the Property
- (f) any injury or loss to any person death or any damage occasioned to property in or on the Property; or
- (g) any notice served by the local authority or other statutory body

4.23.2 To effect an insurance policy with a company to be approved by the Landlord to cover public liability as a result of the user of the Tenant of the Property to the extent of not less than **SEVEN AND A HALF MILLION POUNDS** in respect of any one claim and to renew such policy premium during the currency of this demise and to produce such policy and the receipts for the premiums to the Landlord on demand.

4.23.3 The Landlord retains the right to review and increase or decrease the extent of the policy to above or below Seven Million Five Hundred Thousand Pounds as and when it deems necessary and will notify any change to the tenant in writing.

4.24 Care Inspectorate Wales (CIW) Registration

To maintain CIW registration throughout the term of the lease. If such registration is revoked or lost the Tenant shall inform the Landlord accordingly within 5 working days of the lack of registration.

4.25 Restrictive Covenants

To perform and observe the covenants and conditions (if any) affecting the freehold estate in the Property and to indemnify and keep indemnified the Landlord against all actions claims demands liabilities (including reasonable and proper costs and expenses) arising directly or indirectly out of any breach thereof

5 THE LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:-

1. to the effect that such covenants are personal to the Landlord for the time being and upon any transfer of its reversionary interest in this Lease the Landlord will be released from such covenants; and
2. subject to the Tenant paying the rent reserved by this Lease on the days and in the manner appointed and observing and performing the covenants and provisions herein and on the Tenant's part to be observed and performed

5.1 Quiet Enjoyment

To permit the Tenant peaceably and quietly to hold and enjoy the Property without any lawful interruption or disturbance from or by the Landlord or any person claiming under or in trust for it

5.2 Insurance

5.2.1 To insure the Property:-

1. unless such insurance is vitiated by any act or omission of the Tenant or any sub-tenant or by anyone at the Property expressly or by implication with the Tenant's authority and under its control; and
2. subject to availability of insurance cover and subject to such excesses exclusions or limitations as the Landlord's insurers may require in such insurance office or with such underwriters and through such agency as the Landlord may from time to time decide

in such sum as the Landlord is from time to time advised by the Landlord's Surveyor as being the full cost of rebuilding or reinstatement together with provision for inflation to cover the period of rebuilding or reinstatement and Value Added Tax which would be payable on any reinstatement costs and including architects' surveyors' and other professional fees the cost of debris removal demolition site clearance and any works that may be required by statute and incidental expenses

3. The Tenant warrants that before the execution of this document it has disclosed to the Landlord in writing any conviction judgement of finding of any court or tribunal relating to the Tenant of which it is aware or any director or other officer or major shareholder of the Tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

5.2.2 Such insurance shall be against:-

1. the Insured Risks;
2. liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Property; and
3. the loss of rents payable under this Lease from time to time (having regard to any review of rent which may become due under this Lease) for three years or such longer period as the Landlord may from time to time reasonably consider to be sufficient for the purposes of obtaining all necessary consents and carrying out rebuilding or reinstatement

5.2.3 If the Property is destroyed or damaged by an Insured Risk (and the insurance policy is not vitiated by some act or omission of the Tenant or any subtenant or any person at the Property expressly or by implication with the Tenant's authority and under its control the Landlord must lay out all monies received in respect of such insurance as soon as possible (except sums in respect of loss of rent) in rebuilding or reinstating the Property so destroyed or damaged Provided That if such rebuilding or reinstatement is or becomes impossible or impracticable any monies received shall belong to the Landlord absolutely

6 PROVISOS

6.2 Re-entry

Notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Landlord if and whenever during the Term:-

6.2.3 the rents or any of them or any part thereof are unpaid for 21 days after becoming payable (formally demanded or not); or

6.2.4 any covenant or obligation on the Tenant's part or condition contained herein is not performed or observed

6.2.5 an Act of Insolvency

then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon the Term shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach non-observance or non-performance of any of the Tenant's covenants or any conditions contained in this Lease

6.3 Exclusion of Implied Rights

Nothing herein contained operates expressly or impliedly to confer upon or grant to the Tenant any easement right privilege liberty or advantage other than those expressly granted by this Lease and the Tenant shall not during the Term acquire or become entitled to any new or additional rights or easements over any Neighbouring Property

6.4 No Restriction on Neighbouring Property

Nothing herein contained or implied imposes or is deemed to impose any restriction on the use of any neighbouring or adjoining property or gives the Tenant the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any purchaser from or by any lessee or occupier of the Landlord in respect of any neighbouring or adjoining property foresaid or to prevent or restrict in any way the development of any neighbouring or adjoining property.

6.5 Exclusion of Use Warranty

Nothing in this Lease or in any consent granted by the Landlord under this Lease or in any statement or representation made by or in any statement or representation made by or on behalf of the Landlord implies or constitutes a warranty that the Property may be used for the purpose herein authorised (or any purpose subsequently authorised) under the Planning Acts

6.6 Representations

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except such statement or representation that is expressly set out in this Lease and any correspondence including the replies to Commercial Property Standard Enquiries passing between the Landlords Solicitors and Tenants Solicitors.

6.7 Service of Notices

The provisions of the Law of Property Act 1925, s196 as amended by the Recorded Delivery Service Act 1962 apply to all notices and documents to be served or given under or in connection with this Lease except that any notice given to the Landlord if a corporation shall be sent by registered post to the registered office of the time being of the Landlord.

6.8 Exclusion of Sections 24-28 1954 Act

- 6.8.1 On ~~20~~ day of ~~DECEMBER~~ 2019 the Landlord served notice on the Tenant pursuant to the provisions of the 1954 Act Section 38A(3) as inserted by Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and on ~~18th~~ ~~JANUARY~~ 2019 the Tenant or a person duly authorised by the Tenant in relation to the notice made a Statutory Declaration pursuant to Schedule 2 of the Regulatory (Business Tenancies)(England and Wales) Order 2003
- 6.8.2 Pursuant to the provisions of the 1954 Act Section 38(A)(1) as inserted by the Regulatory Reform (Business Tenancies)(England and Wales) Order 2003 the parties agree that the provisions of the 1954 Act Sections 24-28 inclusive are to be excluded in relation to the tenancy created by this Lease

6.9 Exclusion of Compensation

Subject to the provisions of the Landlord and Tenant Act 1954, s 38 neither the Tenant nor any assignee or under-tenant shall be entitled to any compensation under S37 of that Act upon quitting the Property or any part of them

6.10 Landlords Break

The Landlord shall be entitled to terminate this lease by serving a Break Notice upon the Tenant at least six months before the Landlord Break Date.

6.11 Tenant Break

6.11.2 Subject always to clause 6.10.3 the Tenant may terminate this lease by serving a Break Notice on the Landlord at least 3 months before the Tenant Break Date

6.11.3 A Break Notice served by the Tenant shall be of no effect if, at the Tenant Break Date:

- a) the Tenant has not paid any part of the Rent or any VAT in respect of it, which was due and demanded in writing no less 21 days before the Break Date: or

- b) the Tenant or any occupier or third party has not given up occupation of the Property.
- c) There is a subsisting material breach of any of the tenant covenants of this lease relating to the state or repair and condition of the Property

6.11.4 Subject to clause 6.10.2 following service of a Break Notice this lease shall terminate on the Break Date without prejudice to any right or remedy that either party may have in relation to any earlier breach of this lease.

6.11.5 If this lease terminates in accordance with clause 6.10.3 then within 28 days of the Break Date the Landlord shall refund to the Tenant the proportion of the Rent and any VAT paid in respect of it for the period from and including the Break Date up to and excluding the next rent payment date calculated on a daily basis

6.12 Land Transaction Tax Certificate

The parties hereby certify that there is no agreement for lease to which the Lease gives effect

6.13 Registration of this lease

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month the Tenant shall send the Landlord official copies of its title.

6.14 Charity Declaration

The Landlord certifies that they have power under its trusts to effect this disposition and that they have complied with the provisions of the said sections 117-121 so far as applicable to this disposition.

THIS DEED has today been executed by the parties

EXECUTED AS A DEED BY
Affixing the Common Seal of
RHONDDA CYNON TAFF
COUNTY BOROUGH COUNCIL
In the presence of:-

AWDUREBOD/ AUTHORITY	
Cyllun Sigrwria/ Scheme of Delegation	
DYDDIAD/ DATE	22/1/20
ARGYSTRYD CAN/ CERTIFIED	ML



LP10110/1


AUTHORISED SIGNATORY

Paula Louise McCarthy

EXECUTED AS A DEED BY

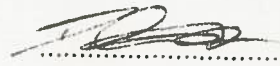
Bryna Community Centre (CIO 11844701),
acting by

..... *David Evans*

Print Charity Trustee Name
and

..... *JULIAN PHELPS*

Print Charity Trustee name



Charity trustee signature



Charity trustee signature

**THE FIRST SCHEDULE
(rights)**

1. The right for the Tenant and all others expressly or impliedly authorised by them (in common with the Landlord and others entitled thereto) to pass and repass over the Access Route for gaining access to the Property.

THE SECOND SCHEDULE
(Exceptions and Reservations)

1. The right to enter upon the Property on giving Requisite Notice to the Tenant (except as otherwise provided in this Lease) for all or any of the purposes mentioned in this Lease
2. The right to erect or execute or to consent hereafter to any person erecting or executing any new building or works upon or rebuilding any part of any Neighbouring Property and to use or deal with the same in such manner as the Landlord thinks fit notwithstanding that the access of light and air to the Property may thereby be obstructed or diminished
3. The free passage and running water, soil, gas, electricity , telephone and communications and other services and effluvia to and from any Neighbouring Property and through any Service Media that now may hereafter during the Term be in through or upon or under the Property
4. The right to create any easement or install and maintain any Service Media in over or under the Property for the benefit of any Neighbouring Property
5. The right of light, air, shelter, support, protection and all other easements now or hereafter during the Term belonging to or enjoyed by any Neighbouring Property
6. Mines and minerals in under or upon the Property or any part of the Property together with the right of working and carrying away the same
7. The right to enter with the Surveyor and any third party determining the Rent under any provisions for rent review contained in this Lease at any time to inspect the Property for all purposes connected with any pending or intended step under the 1954 Act.

SECOND SCHEDULE (Regulations)

General Regulations

1. Nuisance

Not to do or bring in or upon the Property anything which may be or become an actionable nuisance or cause a nuisance annoyance disturbance inconvenience injury or damage to the landlord or the owners or occupiers or any neighbouring or adjoining property

2. Offensive and Prohibited Uses

Not to use the Property for:-

2.1 a sale by auction

2.2 any dangerous noxious noisy or offensive trade or business

2.3 any illegal or immoral act or purpose

2.4 residential purposes

2.5 a betting office

3. Service Media

To keep all Service Media and sanitary and water apparatus exclusively serving the Property or any other property protected from frost and free from obstruction and not to discharge into any of the Service Media and apparatus any oil grease or other deleterious material or substance which may be or become a source of danger or injury to the Service Media and apparatus

4. Noise and Vibration

Not to install or use in or upon the Property any machinery or apparatus which causes noise or vibration or which can be heard or felt in any neighbouring or adjoining property or outside the Property as would constitute an actionable nuisance or which may cause structural damage

5. Substances

Not to deposit treat keep or dispose of on the Property any waste pollutant contaminant or any substance or article of a toxic dangerous hazardous, noxious, or offensive nature and to procure that at all times the Property are kept free of contamination from such substances or articles

6. Overloading

Not to overload floors or the electrical installations or the Service Media or other services of or to the Property not suspend any excessive weight from the ceilings walls stanchions or the structure thereof

7. Security

To keep the Property secure by locking all windows and doors therein outside normal working hours **AND** not to leave the Property unoccupied for more than one month without first notifying the Landlord and providing such security and caretaking arrangements as the Landlord and its insurers shall reasonably require

8. Refuse Disposal

Not to permit any refuse rubbish or scrap to remain upon the Property other than in proper receptacles and to remove all which may have accumulated on the Property at least once in every week and not to bring or keep upon any exposed part of the Property anything which may be untidy unclean unsightly or in any way detrimental to the amenity of the neighbourhood.

9. Masts and Wires

Not without the previous consent of the Landlord (such consent not be unreasonably withheld or delayed) to erect on the exterior of the Property any poles masts wires or other apparatus (whether in connection with wireless televisions or otherwise)

10. Other Regulations

10.1 Control of Emissions

Not to cause or permit any grit smoke steam or noxious or offensive effluvia or smell to be emitted through any apparatus on the Property without using the best possible means of preventing or counteracting such emission

10.2 Noise

Not to play or use any loudspeakers television sets tape recorders or other equipment or apparatus in a manner so as to be audible outside the Property that would constitute an actionable nuisance

10.3 Articles outside Property

Not to place any goods materials articles or things for display or sale or any other purpose outside the Property

10.4 Lights

To limit the impact of any flashing lights in the Property that can be seen from outside of the Property by using blackout blinds/blackout curtains

10.5 Display

To keep such parts of the interior of the Property as are visible from outside attractively laid out and furnished

10.6 Signs and Advertisements

Not to place or display on the exterior of the Property or on the windows or inside the Property so as to be visible from outside any name writing sign placard poster sticker or advertisement other than trade placards posters or advertisements necessary or usual for the Tenant's business subject to obtaining Landlords Consent save that consent is not require for a Big Lottery advertisement.

THIRD SCHEDULE
(Rent and Rent Review Provisions)

In this Schedule:-

- 1.1 **"Review Date"** means the ^{23rd} day of ~~JANUARY~~ in the year 2024^{5th} and in every 5th year thereafter and the penultimate day of the Term
- 1.2 **"Review Period"** means the period starting with the last Review Date up to the end of the Term
2. The Rent shall be:-
 - 2.1 Until the first Review Date the sum of **£7,400.00** per annum
 - 2.2 During each successive Review Period a rent equal to the rent previously payable hereunder or such revised rent as may be ascertained as herein provided, whichever be the greater
 - 2.3. Such revised rent for any Review Period may be agreed at any time between the Landlord and the Tenant or (in the absence of agreement) determined not earlier than the relevant Review Date by an independent valuer (acting as an expert and not as an arbitrator) such valuer to be a member or Fellow of the Royal Institute of Chartered Surveyors (or its successor) and nominated in the absence of agreement by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Landlord made not earlier than six months before the relevant Review Date but not later than the end of the relevant Review Period and so that in the case of such a valuation the revised rent to be determined by the valuer shall be such as he shall decide is the best yearly rent at which the Property might reasonably be expected to be let at the relevant Review Date
- 3.1 On the following assumptions at that date:-
 - 3.1.1 that the Property:-
 1. is available to let on the open market without a fine or premium with vacant possession by a willing landlord to a willing tenant for a term equal to the term of years granted by this Lease
 2. is to be let as a whole subject to the terms of this Lease (other than the amount of the rent hereby reserved but including the provisions for review of that rent);
 3. is fit and available for immediate occupation and use;
 4. may be used for any of the purposes permitted by this Lease as varied or extended by any licence granted pursuant thereto

- 3.1.2 that the covenants herein contained on the part of the Landlord and the Tenant have been fully performed and observed
- 3.1.3 that no work has been carried out to the Property which has diminished the rental value and that in case the Property has been destroyed or damaged it has been fully restored
- 3.1.4 that no reduction is to be made to take account of any rental concession which on a new letting with vacant possession might be granted to the incoming tenant for a period within which its fitting out works would take place
- 3.1.5 that the means of access to the Property will be that which exists on the Review Date.

3.2 But disregarding:-

3.2.1 any effect on rent of the fact that the Tenant, its subtenants or their respective predecessors in title have been in occupation of the Property;

3.2.2 any goodwill attached to the Property by reason of the carrying on thereof of the business of the Tenant, its subtenants or their predecessors in title in their respective businesses; and

3.2.3 any increase in rental value of the Property attributable to the existence at the relevant Review Date of any improvement to the Property or any part thereof carried out with consent where required otherwise than in pursuance of an obligation to the Landlord or its predecessors in title except obligations requiring compliance with statutes or directions of Local authorities or other bodies exercising powers under statute or Royal Charter by the Tenant its subtenants or their respective predecessors in title during the Term or during any period of occupation prior thereto arising out of any agreement to grant the Term

4. It is hereby further provided in relation to the ascertainment and payment of revised rent as follows:-

4.1 4.1.1 the fees and expenses of the valuer including the cost of his nomination shall be borne equally by the Landlord and the Tenant who shall otherwise bear their own costs and

4.1.2 the valuer shall afford the Landlord and the Tenant an opportunity to make representations to him; and

4.1.3 if the valuer nominated pursuant to paragraph 3 hereof shall die, delay or become unwilling unfit or incapable of acting or if for any other reason the President for the time being of the Royal Institution of Chartered Surveyors or the person acting on his behalf shall in his absolute discretion think fit he may on the application of either the Landlord or the Tenant by writing discharge the valuer and appoint another in his place

- 4.2 When the amount of any rent to be ascertained as hereinbefore provided shall have been so ascertained memoranda thereof shall thereupon be signed by or on behalf of the Landlord and the Tenant and annexed to this Lease and the counterpart thereof and the Landlord and the Tenant shall bear their own costs in respect thereof
- 4.3. If the revised rent payable on and from any Review Date has not been agreed by that Review Date rent shall continue to be payable on account of the revised rent at the rate previously payable and forthwith upon the revised rent being ascertained the Tenant shall pay to the Landlord any shortfall between the rent and the revised rent together with interest at four per cent (4%) on any shortfall such interest to be calculated on a day to day basis from the relevant Review Date on which it would have been payable if the revised rent had then been ascertained to the date of actual payment of any shortfall and the interest so payable shall be recoverable in the same manner as Rent in arrear **AND** for the purposes of this proviso the revised rent shall be deemed to have been ascertained on the date when the same has been agreed between the Landlord and the Tenant or as the case may be the date of the determination by the valuer
- 4.4 If either the Landlord or the Tenant shall fail to pay the fees and expenses of the valuer under the provisions hereof within 21 days of the same being demanded by the valuer the other shall be entitled to pay the same and the amount so paid shall be repaid by the party chargeable on demand together with Interest

Fourth Schedule (Permitted Works)

1. The Landlord permits the Tenant to undertake the works to the Property as set out in the plans (**Approved Plans**) accompanying the planning permission 19/0754/10 issued by the Landlord (as local planning authority) attached at Annex 1 (**the Planning Permission**).
2. The Permitted Works are to be undertaken in accordance with the Planning Permission and on the basis set out in the Approved Plans .
3. If started, the Permitted Works must be carried out and completed:
 - 3.1.1 diligently and without interruption, and in any event within 2 years after the date of the commencement of the Lease;
 - 3.1.2 in a good and workmanlike manner and with good quality materials;
 - 3.1.3 in compliance with all consents and all Acts of Parliament (and any delegated legislation made under them) and with the requirements of the insurers of the Property and (where applicable) of any competent authority;
 - 3.1.4 with as little interference as reasonably practicable to the owners, tenants or occupiers of any adjoining or neighbouring property; and
 - 3.1.5 in compliance, to the extent applicable, with the CDM Regulations.
4. The Tenant must make good any physical damage caused by the carrying out of the Permitted Works.
5. The Tenant must permit the Landlord to inspect the progress of the Permitted Works at all reasonable times subject to the Landlord complying with any conditions relating to entry onto the Property contained in the Lease.
6. All plant, equipment and materials used in connection with the Works must be stored securely.
7. Until practical completion of the Permitted Works, the Tenant must procure that the Building Contractor:
 - 7.1.1 insure the Permitted Works and any plant, equipment and loose materials for their full reinstatement cost (including professional fees) against loss or damage by the Insured Risks with reputable insurers and provide the Landlord with a summary of the main terms of the insurance policy and evidence that the premium has been paid; and
 - 7.1.2 reinstate any of the Permitted Works that are damaged or destroyed before their completion.
8. **Obligations on completion of the Permitted Works**

8.1 On completion of the Permitted Works the Tenant must:

8.1.1 notify the Landlord of their completion;

8.1.2 obtain any consents that are required on their completion;

8.1.3 remove all debris and equipment used in carrying out the Permitted Works;

8.1.4 permit the Landlord to inspect the completed Permitted Works at a reasonable time subject to the Landlord complying with any conditions relating to entry onto the Property contained in the Lease;

8.1.5 supply the Landlord with two complete sets of as-built plans showing the Permitted Works; and

8.1.6 ensure that the Landlord is able to use and reproduce such plans for any lawful purpose in relation to the Property.

9. CDM Regulations

9.1 If the CDM Regulations apply to the Permitted Works, the Tenant must:

9.1.1 comply with them and ensure that any person involved in the management, design and construction of the Permitted Works complies with their respective obligations under the CDM Regulations;

9.1.2 if the Landlord would be treated as a client for the purposes of the CDM Regulations, agree to be treated as the only client in respect of the Permitted Works; and

9.1.3 on completion of the Permitted Works provide the Landlord with a copy of any health and safety file relating to the Permitted Works and deliver the original file to the Landlord at the end of the term of the Lease.

10. Energy Performance Certificates (EPC)

10.1 If the Permitted Works invalidate or materially adversely affect an existing EPC or require the commissioning of an EPC, the Tenant must (at the Landlord's option):

10.1.1 obtain a new EPC and give the Landlord written details of the unique reference number for that EPC; or

10.1.2 pay the Landlord's costs in respect of doing so.

Annex 1
Planning Permission 19/0754/10



STRONG HERITAGE | STRONG FUTURE
RHONDDA CYNON TAF
TIBETADAETH GADARN | DYFODOL SICR

**Uwchadran Adfywio a Chynllunio
Regeneration and Planning Division**
Tŷ Sardis House, Heol Sardis Road, Pontypridd CF37 1DU
E-bost: gwasanaethaucynllunio@rctcbc.gov.uk
Email: planningservices@rctcbc.gov.uk

Town and Country Planning Act 1990

FULL PLANNING PERMISSION

Client's Name and Address

Mr Phelps
30 Maywood
Brynna
CF72 9PZ

Applicant's Name and Address (if different)

Part I - Particulars of Application Number 19/0754/10

Proposal: Installation of portable changing rooms.
Location: BRYNNA FIELD PARK, HEOL DEWI, BRYNNA
Grid Ref: 298450, 183305

Part II - Particulars of decision

In pursuance of its powers under the Town and Country Planning Act 1990, the Rhondda Cynon Taf County Borough Council GRANTS permission for the carrying out of the development as specified in the application and plans submitted, subject to the following conditions:-

- 1 The development hereby permitted shall be begun before the expiration of five years from the date of this permission.

Reason: To comply with Sections 91 and 93 of the Town and Country Planning Act 1990.
- 2 The development hereby approved shall be carried out in accordance with the approved plan(s) no(s)

- Site Location Plan, Drawing No. B01
- Proposed Plans and elevations, Drawing No. S19150B

and documents received by the Local Planning Authority on unless otherwise to be approved and superseded by details required by any other condition attached to this consent.

Reason: To ensure compliance with the approved plans and documents and to clearly define the scope of the permission.

- 3 No development shall take place until drainage arrangements have been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure adequate disposal of foul and surface water drainage in accordance with Policy AW10 of the Rhondda Cynon Taf Local Development Plan.

- 4 The development hereby approved shall not be brought into beneficial use until the drainage works have been completed in accordance with the approved plans.

Reason: To ensure adequate disposal of foul and surface water drainage in accordance with Policy AW10 of the Rhondda Cynon Taf Local Development Plan

Dated: 16/09/2019

Signed



Service Director Planning

NOTES TO APPLICANT:

- 1 If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Welsh Ministers under section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision then you must do so within 12 weeks of the date of this notice for Householder or Minor Commercial Developments or within 6 months of the date of this notice for all other appeals.

Appeals must be made using a form which you can get from the Welsh Ministers, Planning Inspectorate at Crown Buildings, Cathays Park, Cardiff CF10 3NQ, or online at <https://gov.wales/planning-appeals>

The Welsh Ministers can allow a longer period for giving notice of an appeal, but are not normally prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Welsh Ministers need not consider an appeal if it seems to them that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Welsh Ministers do not refuse to consider appeals solely because the local planning authority based their decision on a direction given by them.

- 2 The following additional information has been received from the Council's Public Health and Protection Division and is included for the attention of the applicant:

Noise

The issue of noise is primarily dealt with by the control of the working hours on the site. The developer should, however, ensure that at all times they are employing best practice to minimise noise on the site.

Dust

The developer must ensure that adequate provision is made for the suppression of dust on the site during construction. Adequate provision must also be made for the removal of dirt/dust on the access road to the site and adjacent highway as a result of the ingress and egress of vehicles.

Waste

The developer must ensure that all waste arising from the site is disposed of at a site licensed for its reception. Under no circumstances shall waste be burnt on site.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It highlights the importance of using reliable sources and ensuring the accuracy of the information gathered.

3. The third part of the document focuses on the interpretation and analysis of the collected data. It discusses the various statistical tools and techniques used to draw meaningful conclusions from the data.

4. The fourth part of the document discusses the importance of communication and reporting. It emphasizes the need for clear and concise communication of the findings and conclusions to the relevant stakeholders.

5. The fifth part of the document discusses the importance of ethical considerations in the research process. It highlights the need for researchers to adhere to ethical standards and ensure the integrity of the research.

6. The sixth part of the document discusses the importance of ongoing monitoring and evaluation. It emphasizes the need for researchers to regularly assess the progress of their research and make adjustments as needed.

7. The seventh part of the document discusses the importance of collaboration and teamwork. It highlights the need for researchers to work together and share their knowledge and resources.

8. The eighth part of the document discusses the importance of staying up-to-date with the latest research and developments in the field. It emphasizes the need for researchers to continuously learn and grow.

9. The ninth part of the document discusses the importance of maintaining a high level of professionalism and integrity. It highlights the need for researchers to adhere to the highest standards of conduct.

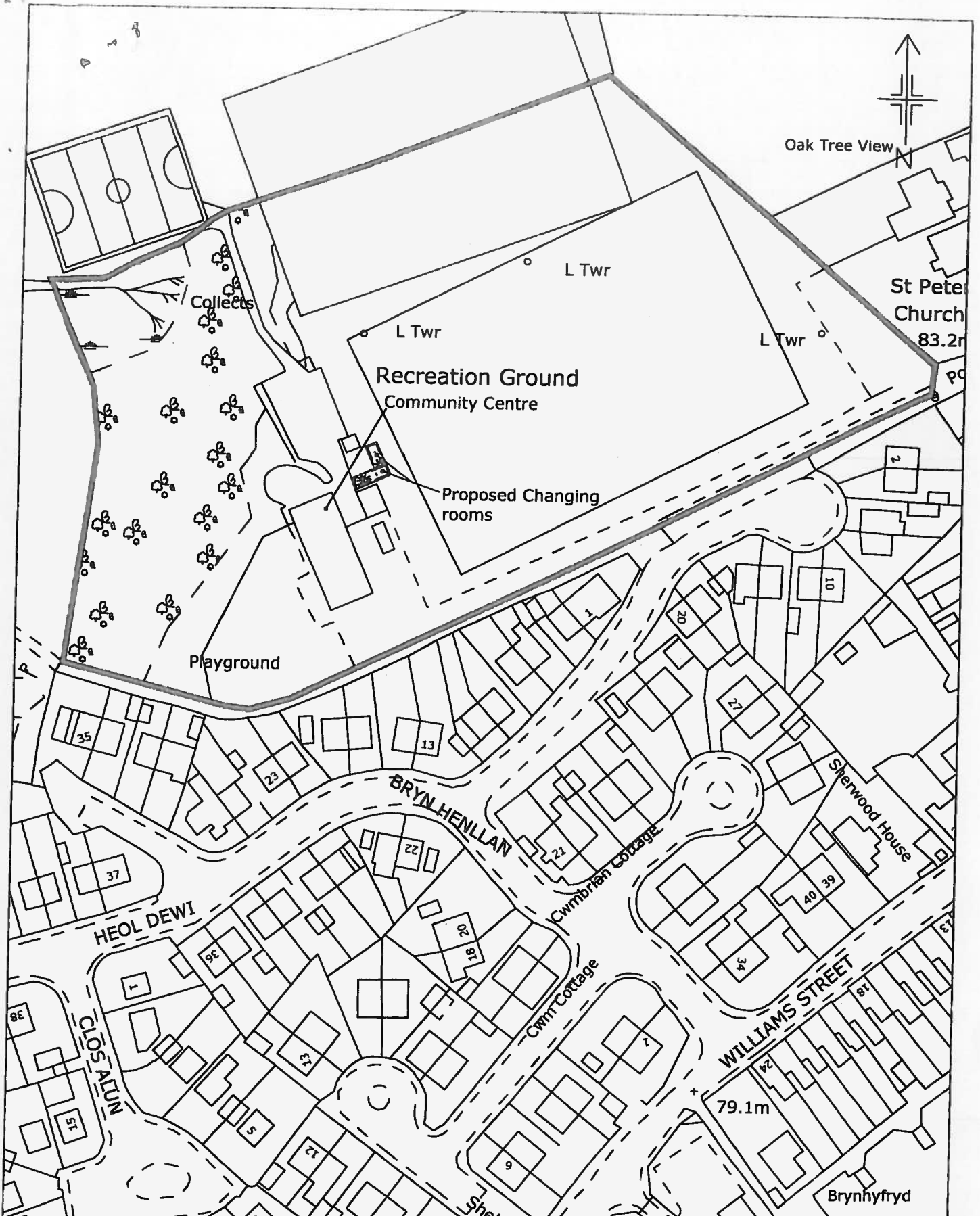
10. The tenth part of the document discusses the importance of being open to feedback and criticism. It emphasizes the need for researchers to listen to others and use their input to improve their work.


11. The eleventh part of the document discusses the importance of being transparent and honest. It highlights the need for researchers to disclose any potential conflicts of interest and to be open about their methods and findings.

12. The twelfth part of the document discusses the importance of being respectful and courteous. It emphasizes the need for researchers to treat others with respect and to be open to different perspectives.

13. The thirteenth part of the document discusses the importance of being organized and efficient. It highlights the need for researchers to manage their time and resources effectively.

14. The fourteenth part of the document discusses the importance of being resilient and persistent. It emphasizes the need for researchers to stay motivated and to persevere through challenges and setbacks.



<p>NAME Brynna Recreation Ground Proposed Mobile Changing Rooms</p>	<p>REV:SIDN</p> <p> RHEOLI EIDDO'R GORFFORAETH <small>TRYSYRTHY GORFFORNAETH CERDDOL F. O.</small></p>	<p>Corporate Estates Management Rheoli Eiddo'r Gorfforaeth Tel/Ffôn: 01443 744441 Fax/Ffôn: 01443 744466</p>
<p>PROJECT Site Location Plan</p>	<p>DRAWING No B01</p> <p>DRAWN BY PY</p> <p>DATE June 2019</p> <p>SCALE 1:1250@A4</p> <p>CHECKED Craft</p>	<p>Corporate Maintenance</p>



REGISTERED COMPANY NUMBER: CE018234 (England and Wales)
REGISTERED CHARITY NUMBER: 1184470

Report of the Trustees and
Unaudited Financial Statements
for the Year Ended 30 June 2023
for
BRYNNA COMMUNITY CENTRE

James de Frias
Chartered Accountants
Llanover House
Llanover Road
Pontypridd
Rhondda Cynon Taff
CF37 4DY

BRYNNA COMMUNITY CENTRE

Contents of the Financial Statements
for the Year Ended 30 June 2023

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Statement of Financial Activities	6
Balance Sheet	7
Notes to the Financial Statements	8 to 12
Detailed Statement of Financial Activities	13

BRYNNA COMMUNITY CENTRE

Report of the Trustees for the Year Ended 30 June 2023

The trustees who are also directors of the charity for the purposes of the Companies Act 2006, present their report with the financial statements of the charity for the year ended 30 June 2023. The trustees have adopted the provisions of Accounting and Reporting by Charities: Statement of Recommended Practice applicable to charities preparing their accounts in accordance with the Financial Reporting Standard applicable in the UK and Republic of Ireland (FRS 102) (effective 1 January 2019).

OBJECTIVES AND ACTIVITIES

Objectives and aims

To further or benefit the residents of Brynna and the neighbourhood, without distinction of sex, sexual orientation, race or of political, religious or other opinions by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure time occupation with the objective of improving the conditions of life for the residents.

In furtherance of these objects but not otherwise, the Trustees shall have power:

- To establish or secure the establishment of a community Centre and to maintain or manage or co-operate with any statutory authority in the maintenance and management of such a Centre for activities promoted by the charity in furtherance of the above objects.

- Nothing in this constitution shall authorise an application of the property of the CIO for the purposes which are not charitable in accordance with [section 7 of the Charities and Trustee Investment (Scotland) Act 2005] and [section 2 of the Charities Act (Northern Ireland) 2008]

Significant activities

3.1. Statutory Declaration

"The Trustees of Brynna Community Centre CIO confirm that they have paid due regard to the guidance issued by the Charity Commission on public benefit in deciding what activities the charity should undertake, and have complied with the duty to have due regard to guidance on public benefit".

The report should provide information to help the user understand how the charity's aims fulfill its legal purposes, the activities it undertakes and what it has achieved.

3.2 Purpose of Brynna Community Centre CIO

The purpose of Brynna Community Centre CIO is to maintain and deliver services based at Brynna Community Centre and the playfields and 3G artificial sports pitch, on a not for profit basis.

3.3 The main activities undertaken by the charity to further its charitable purposes for the public benefit.

Administration of buildings and maintenance. Brynna Community Centre employs no staff and is run by a Management Committee, comprising all Trustees and other Committee Members. The majority of Trustees work on a voluntary basis with no remuneration.

3.4. Risk Management -Summary

EU General Data Protection Regulation (GDPR)

Brynna Community Centre has implemented what it believes to be appropriate and proportionate policy for GDPR governance at the Centre - whilst ostensibly for the CCTV, it is broad enough to cover the Centre as a whole to ensure:

- (a) the small quantity of personal data that it holds;
- (b) the severity of the impact in the event of any data breaches;
- (c) the non-intrusive purposes for which it holds, processes and uses the data, and
- (d) ensure our hirers are aware and adhere to GDPR either through adherence through their own policies or adopting our own policies.

Brynna Community Centre collects, holds and processes only those limited data items (typically name, e-mail address, telephone number) provided by its beneficiaries which are required for the effective provision of the support requested by its beneficiaries.

Brynna Community Centre does not use such personal data for any other purpose - specifically it does not hold personal data for any form of marketing, promotion or sharing with other organisations..

ACHIEVEMENT AND PERFORMANCE

Achievements and Performance

4.1. How the Public Have Benefitted

The Centre is run as a full inclusive community centre for members of the public, locally and from surrounding areas.

4.2. Contributing to Activities Run by Other Organisations

None, mainly due to Covid, although there is a close client relationship with Llanharan Community Development Project (LCDP) and the respective junior and senior football teams.

4.3 Trustee Development

Trustees and Committee Members are invited and do attend seminars and webinars, mainly hosted and provided by Interlink RCT

BRYNNA COMMUNITY CENTRE

Report of the Trustees **for the Year Ended 30 June 2023**

FINANCIAL REVIEW

Reserves policy

5.1. Details of Any Funds Materially in Deficit

The Charity has no funds which are materially in deficit.

5.2. Policy on Reserves

This is held as part of the covenant with the 3G (artificial pitch) - funds are retained on a £5,000 a year basis to pay for a future replacement of the pitch, as a part of the original funding conditions for the 3G pitch. As of 19th March 2023, we are in year eight of the ten year covenant cycle, and will restart once a new pitch has been re-laid.

The Centre's policy on reserves is to generate and maintain a balance which is sufficient:

a) to preserve the financial viability of the Centre' in the event that unforeseen and/or unavoidable circumstance precipitate a short-term fall in its income;

b) to enable the Centre, in the interests of meeting its objectives, to undertake from time to time the setting up of new and innovative projects on a pilot basis to demonstrate the viability and potential benefits of such activities as a precursor to securing the external funding necessary to maintain such projects on an on-going basis.

For these purposes the Charity will endeavour to generate and maintain reserves which are at least 50% of its annual turnover.

5.3 Principal Sources of Funding and Outgoings

The Centre's principal source of funding is income generated for or by the hire of the 3G (artificial pitch) and the Centre building itself. No income is generated by the hire of the playing fields which is undertaken by RCT Parks and Leisure.

The Centre's business structure has made the availability of applying for grants and funding; the Centre has engaged in the following specific applications for grants or fundraising activities up to 30 June 2023:

- Llanharan Community Council - £3,105

- Rhondda Cynon Taf - £500

The charity's income amounted to £38,503 (2022: £39,125). The charity's assets are available and adequate to fulfil its obligations on a fund by fund basis.

Details of the Company's accounting policies can be found in note 1.

The total balance of all funds at 30 June 2023 amounted to £105,197 (2022: £118,136).

The balance of restricted funds at 30 June 2023 was £Nil (2022: £Nil).

The balance of unrestricted funds at 30 June 2023 was £105,197 (2022: £118,136).

5.4. Remuneration of Key Trustees

All Trustees act in a voluntary capacity and receive no remuneration or other material benefits from their services to the Centre except for costs incurred.

Out-of-pocket expenses, necessarily and reasonably incurred by Trustees in promoting the purposes of the Centre, are reimbursed at cost.

5.5 Financial Status

Though modest, the Centre's income is sufficient to meet its outgoings for at least next year.

5.6 Statutory Statements on Liabilities

The Trustees declare that:

The charity has given no guarantees where potential liability under the guarantee is outstanding at the date of this statement (eg: any outstanding/ongoing contract or legal undertaking to buy or provide specific services);

The Centre has no debt outstanding at the date of this statement which is owed by the CIO and which is secured by an express charge on any assets of the CIO (eg: a mortgage on property owned by the charity).

STRUCTURE, GOVERNANCE AND MANAGEMENT

Governing document

The charity is controlled by its governing document, a deed of trust, and constitutes a limited company, limited by guarantee, as defined by the Companies Act 2006.

BRYNNA COMMUNITY CENTRE

Report of the Trustees for the Year Ended 30 June 2023

STRUCTURE, GOVERNANCE AND MANAGEMENT

Recruitment and appointment of new trustees

Bryнна Community Centre CIO currently has four trustees as per Section 1.3.

In accordance with the Constitution, Trustees are appointed or re-appointed for a term by a resolution passed at a properly convened meeting of the charity trustees.

In appointing Trustees due consideration is given to ensuring that the Trustees have, between them, the skills and experience necessary to manage the charity effectively and in accordance with charity law.

Organisational structure

The charity trustees may delegate any of their powers or functions to a committee or committees and, if they do, they shall determine the terms and conditions on which the delegation is made.

The charity trustees may at any time alter those terms and conditions, or revoke the delegation.

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

- a) a committee may consist of two or more persons, but at least two members of each committee must be a charity trustee;
- b) the acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
- c) the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

Committee Structure - Members

The following members constitute the Management Committee as of 9th June 2022 - Trustees are noted, along with their main roles - other roles may be undertaken by various Committee members at times such as; grants administration, Covid Officer, Charity Commission Liaison etc:

1. Roger Turner - Trustee & Chair.
2. Julian Phelps - Trustee & Treasurer & Acting Facilities Manager.
3. Rose North - Trustee & Secretary
4. Robert Lewis-Watkin - Trustee & Committee Member
5. Lloyd Matthews - Committee Member
6. Nigel Foster - Committee Member
7. Graham Odlum - Committee Member

REFERENCE AND ADMINISTRATIVE DETAILS

Registered Company number

CE018234 (England and Wales)

Registered Charity number

1184470

Registered office

Heol Dewi
Bryнна
Pontyclun
CF72 9QP

Trustees

R Lewis-Watkin
Mrs R North
J Phelps
R Turner

Company Secretary

Independent Examiner

Mr D R Bowden
James de Frias
Chartered Accountants
Llanover House
Llanover Road
Pontypridd
Rhondda Cynon Taff
CF37 4DY

BRYNNA COMMUNITY CENTRE

Report of the Trustees
for the Year Ended 30 June 2023

REFERENCE AND ADMINISTRATIVE DETAILS

Bankers
Natwest
Park Place
Cardiff

Approved by order of the board of trustees on*29th AUGUST 2023*..... and signed on its behalf by:



.....
R Turner - Trustee

**Independent Examiner's Report to the Trustees of
Brynna Community Centre**

Independent examiner's report to the trustees of Brynna Community Centre ('the Company')

I report to the charity trustees on my examination of the accounts of the Company for the year ended 30 June 2023.

Responsibilities and basis of report

As the charity's trustees of the Company (and also its directors for the purposes of company law) you are responsible for the preparation of the accounts in accordance with the requirements of the Companies Act 2006 ('the 2006 Act').

Having satisfied myself that the accounts of the Company are not required to be audited under Part 16 of the 2006 Act and are eligible for independent examination, I report in respect of my examination of your charity's accounts as carried out under Section 145 of the Charities Act 2011 ('the 2011 Act'). In carrying out my examination I have followed the Directions given by the Charity Commission under Section 145(5) (b) of the 2011 Act.

Independent examiner's statement

I have completed my examination. I confirm that no matters have come to my attention in connection with the examination giving me cause to believe:

1. accounting records were not kept in respect of the Company as required by Section 386 of the 2006 Act; or
2. the accounts do not accord with those records; or
3. the accounts do not comply with the accounting requirements of Section 396 of the 2006 Act other than any requirement that the accounts give a true and fair view which is not a matter considered as part of an independent examination; or
4. the accounts have not been prepared in accordance with the methods and principles of the Statement of Recommended Practice for accounting and reporting by charities (applicable to charities preparing their accounts in accordance with the Financial Reporting Standard applicable in the UK and Republic of Ireland (FRS 102)).

I have no concerns and have come across no other matters in connection with the examination to which attention should be drawn in this report in order to enable a proper understanding of the accounts to be reached.



Mr D R Bowden
The Institute of Chartered Accountants in England and Wales

James de Frias
Chartered Accountants
Llanover House
Llanover Road
Pontypridd
Rhondda Cynon Taff
CF37 4DY

Date: 01/09/2023

BRYNNA COMMUNITY CENTRE**Statement of Financial Activities
for the Year Ended 30 June 2023**

	Notes	Unrestricted fund £	Restricted fund £	30.6.23 Total funds £	30.6.22 Total funds £
INCOME AND ENDOWMENTS FROM					
Donations and legacies	2	3,605	-	3,605	6,000
Other trading activities	3	34,588	-	34,588	33,112
Investment income	4	310	-	310	13
Total		38,503	-	38,503	39,125
EXPENDITURE ON					
Raising funds	5	12,873	-	12,873	13,618
Charitable activities					
General		38,569	-	38,569	40,756
Total		51,442	-	51,442	54,374
NET INCOME/(EXPENDITURE)		(12,939)	-	(12,939)	(15,249)
RECONCILIATION OF FUNDS					
Total funds brought forward		118,136	-	118,136	133,385
TOTAL FUNDS CARRIED FORWARD		105,197	-	105,197	118,136

The notes form part of these financial statements

BRYNNA COMMUNITY CENTRE

**Balance Sheet
30 June 2023**

	Notes	Unrestricted fund £	Restricted fund £	30.6.23 Total funds £	30.6.22 Total funds £
FIXED ASSETS					
Tangible assets	9	56,575	-	56,575	70,718
CURRENT ASSETS					
Cash at bank and in hand		50,002	-	50,002	48,768
CREDITORS					
Amounts falling due within one year	10	(1,380)	-	(1,380)	(1,350)
NET CURRENT ASSETS		<u>48,622</u>	<u>-</u>	<u>48,622</u>	<u>47,418</u>
TOTAL ASSETS LESS CURRENT LIABILITIES		<u>105,197</u>	<u>-</u>	<u>105,197</u>	<u>118,136</u>
NET ASSETS		<u>105,197</u>	<u>-</u>	<u>105,197</u>	<u>118,136</u>
FUNDS	11				
Unrestricted funds				<u>105,197</u>	<u>118,136</u>
TOTAL FUNDS				<u>105,197</u>	<u>118,136</u>

The charitable company is entitled to exemption from audit under Section 477 of the Companies Act 2006 for the year ended 30 June 2023.

The members have not required the company to obtain an audit of its financial statements for the year ended 30 June 2023 in accordance with Section 476 of the Companies Act 2006.

The trustees acknowledge their responsibilities for

- (a) ensuring that the charitable company keeps accounting records that comply with Sections 386 and 387 of the Companies Act 2006 and
- (b) preparing financial statements which give a true and fair view of the state of affairs of the charitable company as at the end of each financial year and of its surplus or deficit for each financial year in accordance with the requirements of Sections 394 and 395 and which otherwise comply with the requirements of the Companies Act 2006 relating to financial statements, so far as applicable to the charitable company.

These financial statements have been prepared in accordance with the provisions applicable to charitable companies subject to the small companies regime.

The financial statements were approved by the Board of Trustees and authorised for issue on and were signed on its behalf by:

.....
R Turner - Trustee

BRYNNA COMMUNITY CENTRE

Notes to the Financial Statements for the Year Ended 30 June 2023

1. ACCOUNTING POLICIES

Basis of preparing the financial statements

The financial statements of the charitable company, which is a public benefit entity under FRS 102, have been prepared in accordance with the Charities SORP (FRS 102) 'Accounting and Reporting by Charities: Statement of Recommended Practice applicable to charities preparing their accounts in accordance with the Financial Reporting Standard applicable in the UK and Republic of Ireland (FRS 102) (effective 1 January 2019)', Financial Reporting Standard 102 'The Financial Reporting Standard applicable in the UK and Republic of Ireland' and the Companies Act 2006. The financial statements have been prepared under the historical cost convention.

Income

All income is recognised in the Statement of Financial Activities once the charity has entitlement to the funds, it is probable that the income will be received and the amount can be measured reliably.

Expenditure

Liabilities are recognised as expenditure as soon as there is a legal or constructive obligation committing the charity to that expenditure, it is probable that a transfer of economic benefits will be required in settlement and the amount of the obligation can be measured reliably. Expenditure is accounted for on an accruals basis and has been classified under headings that aggregate all cost related to the category. Where costs cannot be directly attributed to particular headings they have been allocated to activities on a basis consistent with the use of resources.

Grants offered subject to conditions which have not been met at the year end date are noted as a commitment but not accrued as expenditure.

Tangible fixed assets

Depreciation is provided at the following annual rates in order to write off each asset over its estimated useful life.

Plant and machinery - 20% on reducing balance

Taxation

The charity is exempt from corporation tax on its charitable activities.

Fund accounting

Unrestricted funds can be used in accordance with the charitable objectives at the discretion of the trustees.

Restricted funds can only be used for particular restricted purposes within the objects of the charity. Restrictions arise when specified by the donor or when funds are raised for particular restricted purposes.

Further explanation of the nature and purpose of each fund is included in the notes to the financial statements.

2. DONATIONS AND LEGACIES

	30.6.23	30.6.22
	£	£
Donations	-	250
Grants	3,605	5,750
	<u>3,605</u>	<u>6,000</u>

Grants received, included in the above, are as follows:

	30.6.23	30.6.22
	£	£
Mynydd Windfarm Grant	-	5,000
Llan Com Council	3,105	-
Rhondda Cynon Taff CBC	500	-
Coalfields Regeneration	-	750
	<u>3,605</u>	<u>5,750</u>

BRYNNA COMMUNITY CENTRE

**Notes to the Financial Statements - continued
for the Year Ended 30 June 2023**

3. OTHER TRADING ACTIVITIES

	30.6.23	30.6.22
	£	£
Hall and 3G Hire	34,588	33,112

Hire income is split between £19,144 (2022: £18,570) Hall hire and £15,443 (2022: £14,541) 3G hire.

4. INVESTMENT INCOME

	30.6.23	30.6.22
	£	£
Deposit account interest	310	13

5. RAISING FUNDS

Investment management costs

	30.6.23	30.6.22
	£	£
Administrative expenses	36	229
RCT Rent paid	-	1,480
Repairs and renewals	11,544	11,672
Cleaning	1,293	237
	12,873	13,618

6. NET INCOME/(EXPENDITURE)

Net income/(expenditure) is stated after charging/(crediting):

	30.6.23	30.6.22
	£	£
Depreciation - owned assets	14,143	16,877

7. TRUSTEES' REMUNERATION AND BENEFITS

There were no trustees' remuneration or other benefits for the year ended 30 June 2023 nor for the year ended 30 June 2022.

Trustees' expenses

There were no trustees' expenses paid for the year ended 30 June 2023 nor for the year ended 30 June 2022.

8. COMPARATIVES FOR THE STATEMENT OF FINANCIAL ACTIVITIES

	Unrestricted fund £	Restricted fund £	Total funds £
INCOME AND ENDOWMENTS FROM			
Donations and legacies	6,000	-	6,000
Other trading activities	33,112	-	33,112
Investment income	13	-	13
Total	39,125	-	39,125
EXPENDITURE ON			
Raising funds	13,618	-	13,618
Charitable activities			
General	40,756	-	40,756
Total	54,374	-	54,374

BRYNNA COMMUNITY CENTRE

**Notes to the Financial Statements - continued
for the Year Ended 30 June 2023**

8. COMPARATIVES FOR THE STATEMENT OF FINANCIAL ACTIVITIES - continued	Unrestricted fund £	Restricted fund £	Total funds £
NET INCOME/(EXPENDITURE)	(15,249)	-	(15,249)
RECONCILIATION OF FUNDS			
Total funds brought forward	133,385	-	133,385
TOTAL FUNDS CARRIED FORWARD	<u>118,136</u>	<u>-</u>	<u>118,136</u>
9. TANGIBLE FIXED ASSETS			Plant and machinery £
COST			94,745
At 1 July 2022 and 30 June 2023			<u>94,745</u>
DEPRECIATION			24,027
At 1 July 2022			<u>24,027</u>
Charge for year			14,143
At 30 June 2023			<u>38,170</u>
NET BOOK VALUE			56,575
At 30 June 2023			<u>56,575</u>
At 30 June 2022			<u>70,718</u>
10. CREDITORS: AMOUNTS FALLING DUE WITHIN ONE YEAR		30.6.23	30.6.22
Accrued expenses		£ 1,380	£ 1,350
11. MOVEMENT IN FUNDS		Net movement in funds	At
	At 1.7.22	in funds	30.6.23
	£	£	£
Unrestricted funds			
General fund	118,136	(12,939)	105,197
TOTAL FUNDS	<u>118,136</u>	<u>(12,939)</u>	<u>105,197</u>
Net movement in funds, included in the above are as follows:			
	Incoming resources	Resources expended	Movement in funds
	£	£	£
Unrestricted funds			
General fund	38,503	(51,442)	(12,939)
TOTAL FUNDS	<u>38,503</u>	<u>(51,442)</u>	<u>(12,939)</u>

BRYNNA COMMUNITY CENTRE

**Notes to the Financial Statements - continued
for the Year Ended 30 June 2023**

11. MOVEMENT IN FUNDS - continued

Comparatives for movement in funds

	At 1.7.21 £	Net movement in funds £	At 30.6.22 £
Unrestricted funds			
General fund	133,385	(15,249)	118,136
TOTAL FUNDS	<u>133,385</u>	<u>(15,249)</u>	<u>118,136</u>

Comparative net movement in funds, included in the above are as follows:

	Incoming resources £	Resources expended £	Movement in funds £
Unrestricted funds			
General fund	39,125	(54,374)	(15,249)
TOTAL FUNDS	<u>39,125</u>	<u>(54,374)</u>	<u>(15,249)</u>

A current year 12 months and prior year 12 months combined position is as follows:

	At 1.7.21 £	Net movement in funds £	At 30.6.23 £
Unrestricted funds			
General fund	133,385	(28,188)	105,197
TOTAL FUNDS	<u>133,385</u>	<u>(28,188)</u>	<u>105,197</u>

A current year 12 months and prior year 12 months combined net movement in funds, included in the above are as follows:

	Incoming resources £	Resources expended £	Movement in funds £
Unrestricted funds			
General fund	77,628	(105,816)	(28,188)
TOTAL FUNDS	<u>77,628</u>	<u>(105,816)</u>	<u>(28,188)</u>

BRYNNA COMMUNITY CENTRE

Notes to the Financial Statements - continued
for the Year Ended 30 June 2023

12. RELATED PARTY DISCLOSURES

There were no related party transactions for the year ended 30 June 2023.

BRYNNA COMMUNITY CENTRE**Detailed Statement of Financial Activities
for the Year Ended 30 June 2023**

	30.6.23 £	30.6.22 £
INCOME AND ENDOWMENTS		
Donations and legacies		
Donations	-	250
Grants	3,605	5,750
	<u>3,605</u>	<u>6,000</u>
Other trading activities		
Hall and 3G Hire	34,588	33,112
Investment income		
Deposit account interest	310	13
	<u>38,503</u>	<u>39,125</u>
Total incoming resources	38,503	39,125
EXPENDITURE		
Investment management costs		
Administrative expenses	36	229
RCT Rent paid	-	1,480
Repairs and renewals	11,544	11,672
Cleaning	1,293	237
	<u>12,873</u>	<u>13,618</u>
Charitable activities		
Wages	13,840	6,294
Rates and water	452	503
Insurance	1,164	1,086
Light and heat	6,432	2,130
Sundries	1,217	1,811
Depn of plant & machinery	14,144	16,876
Grants paid	-	10,700
	<u>37,249</u>	<u>39,400</u>
Support costs		
Governance costs		
Accountancy and legal fees	1,320	1,356
	<u>51,442</u>	<u>54,374</u>
Total resources expended	51,442	54,374
Net expenditure	(12,939)	(15,249)

Current Account

MR JULIAN PHELPS
BRYNNA COMMUNITY CENTRE
BRYNNA COMMUNITY CENTRE
HEOL DEWI, BRYNNA
PONTYCLUN
CF72 9SP

Summary	
Statement Date	28 MAR 2024
Period Covered	02 MAR 2024 to 28 MAR 2024
Previous Balance	£3,603.98
Paid In	£2,967.00
Withdrawn	£4,119.09
New Balance	£2,451.89
BIC	NWBKGB2L
IBAN	GB90NWBK01015517732964

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Date	Description	Paid In(£)	Withdrawn(£)	Balance(£)
02 MAR 2024	BROUGHT FORWARD			3,603.98
04 MAR	Automated Credit HOBBS RJ&JE RAINBOWS/BROWNIES FP 04/03/24 0933 494381933390403001	48.00		3,651.98
	Automated Credit LLAN COMM PJ PT JAN 2024 FP 04/03/24 1639 694951719361403001	1,008.00		4,659.98
	Automated Credit BETHAN DAVIES YOGA HALL HIRE- FEB 24 FP 02/03/24 2031 P3847GM5H9CVTN7RS2	32.00		4,691.98
	Automated Credit GORE JM BDAY FP 03/03/24 1329 RP4659980472978600	24.00		4,715.98
	Automated Credit RYAN RJ&NJ PONTYCLUN 60 VETS FP 04/03/24 1011 860774111101403001	100.00		4,815.98
	Automated Credit EMMA LOUISE SCHOOL EMMA DANCE FEB FP 03/03/24 2033 100000001301446922	180.00		4,995.98
	OnLine Transaction LEYSHON M & L LEYSHON 03/03 VIA MOBILE - PYMT	25.00		5,020.98
	OnLine Transaction BANKS K M 8-9pm Mondays VIA MOBILE - LVP	100.00		5,120.98
05 MAR	OnLine Transaction AN S SAMAN KENDO VIA MOBILE - PYMT	36.00		5,156.98
	OnLine Transaction HMRC CUMBERNAULD 120PG02637973 VIA ONLINE - PYMT FP 05/03/24 10 41140813111631000N		156.60	5,000.38
06 MAR	Automated Credit CHRISTOPHER LEWIS DAI LEWIS FP 06/03/24 1039 P82BUR1JPN4P2YSII9	25.00		5,025.38
	OnLine Transaction PAYNE SJ SIMONPAYNE 9/3/24 VIA MOBILE - PYMT	25.00		5,050.38
	Card Transaction 1938 05MAR24 B G S MOTORS AND MOWER BRIDGEND GB		114.31	4,936.07
07 MAR	Automated Credit LLANHARAN RF LLANHARAN RFC FP 07/03/24 0710 098657052102503001	75.00		5,011.07
	Automated Credit THE LIONS RAW 2017 TOUCH RUGBY 070324 FP 07/03/24 1806 200000001303093151	25.00		5,036.07
	Automated Credit JOHN MACNAMARA MARCH 10 JOHN MAC FP 07/03/24 0958 00156278632BBVPTSK	25.00		5,061.07
08 MAR	Automated Credit HAYES M A BRYNNA O/50S WF FP 07/03/24 2022 783190852202703001	25.00		5,086.07
	OnLine Transaction LEYSHON M & L LEYSHON 07/03 VIA MOBILE - PYMT	25.00		5,111.07
	OnLine Transaction Simon Payne Refund REFUND VIA ONLINE - PYMT		25.00	5,086.07



Date	Description	Paid In(£)	Withdrawn(£)	Balance(£)
	BROUGHT FORWARD			5,086.07
	OnLine Transaction EDF ENERGY 8915505581 VIA ONLINE - PYMT FP 08/03/24 10 33095422492003000N		396.15	4,689.92
11 MAR	Automated Credit GLEAVE Z W BRYNNA 3G - ZACH FP 11/03/24 1357 RP4659981497813200	50.00		4,739.92
13 MAR	Automated Credit CHRISTOPHER LEWIS DAI LEWIS FP 13/03/24 1527 P9E927GW490EWMLSSL	25.00		4,764.92
	Automated Credit TAEKWON-DO ACADEMY HOLLIE TKD FEB FP 13/03/24 1040 P39E1RVVD0HC52VBPX	176.00		4,940.92
15 MAR	Automated Credit THE LIONS RAW 2017 TOUCH RUGBY 140324 FP 14/03/24 1955 400000001315877721	25.00		4,965.92
	Automated Credit HAYES M A BRYNNA O/50S WF FP 14/03/24 2026 086181826202413001	25.00		4,990.92
18 MAR	Automated Credit GLEAVE Z W BRYNNA 3G - ZACH FP 18/03/24 1524 RP4659982360475500	25.00		5,015.92
	Automated Credit M PRITCHARD ALLTUDION 17 /3/24 FP 17/03/24 1045 600000001312221380	50.00		5,065.92
	Automated Credit 5033-0906 KARATE FP 17/03/24 2239 RP4659982288572300	48.00		5,113.92
	OnLine Transaction BRYNNA JFC 3G FEBRUARY 2024 VIA MOBILE - PYMT	615.00		5,728.92
19 MAR	OnLine Transaction LEYSHON M & L LEYSHON 17/03 VIA MOBILE - PYMT	25.00		5,753.92
20 MAR	Automated Credit CHRISTOPHER LEWIS DAI LEWIS FP 20/03/24 1613 P0PH5CDGHJLWIQSWBG	25.00		5,778.92
22 MAR	Automated Credit THE LIONS RAW 2017 TOUCH RUGBY 210324 FP 21/03/24 2118 200000001311006791	25.00		5,803.92
	Automated Credit HAYES M A BRYNNA O/50S WF FP 21/03/24 2023 568480033202123001	25.00		5,828.92
	OnLine Transaction PDK Design BRYNNA C.C. VIA ONLINE - PYMT FP 22/03/24 40 04023234530648000N		1,533.00	4,295.92
25 MAR	Automated Credit MORRI H 24-3-24 FP 24/03/24 1056 531569726501423001	25.00		4,320.92
27 MAR	Direct Debit TOTALENERGIES G&P 1202679		726.63	3,594.29
28 MAR	Automated Credit THE LIONS RAW 2017 TOUCH RUGBY 280324 FP 28/03/24 1625 500000001319635135	25.00		3,619.29
	OnLine Transaction ROBYN DANDO WAGES VIA ONLINE - PYMT		384.00	3,235.29
	OnLine Transaction LLOYD WAGES BRYNNA CC VIA ONLINE - PYMT FP 28/03/24 40 48023325450976000N		433.00	2,802.29
	OnLine Transaction GRAHAM WAGES BRYNNA COMMUNITY C VIA ONLINE - PYMT FP 28/03/24 40 45023325447073000N		242.40	2,559.89
	OnLine Transaction STAN MATTHEWS WAGES VIA ONLINE - PYMT FP 28/03/24 40 47023325449176000N		108.00	2,451.89



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<p>Statement Abbreviations N-S TRN FEE = Non Sterling Transaction Fee VRATE = Variable Payment Scheme Exchange Rate OD = Overdrawn</p>	
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<p>Dispute Resolution If you have a problem with your agreement, please try to resolve it with us in the first instance. If you are not happy with the way in which we handled your complaint or the result, you may be able to complain to the Financial Ombudsman Service. If you do not take up your problem with us first you will not be entitled to complain to the Ombudsman. We can provide details of how to contact the Ombudsman. If you need to contact us about a complaint, you can:</p> <ul style="list-style-type: none">• Message Us via the mobile app• Visit www.natwest.com/complaints• Telephone 03457 888 444 (to use Relay UK add 18001 in front of the number)	
<p style="text-align: center;">For a Braille, large print or audio versions of your statement call 03457 888 444 or contact your local branch (to use Relay UK add 18001 in front of the number).</p>	

Tender Review

for

Brynna FC

Prepared by

Dr Andy McLeod MSC, FInstG

05 September 2023

Private & Confidential

1. Tender Review for Brynna FC

Alan Lewis Ltd put the specification out to tender and two of four companies returned tenders, Alan Lewis Ltd has worked with all the companies that sent in a tender return with no major problems. The tender review will be on costs against industrial standards costs.

The three companies completing the return are:

South Wales Sports Grounds (SWSG)

Did not return tender

Peter Villiers Sportsground Maintenance

Did not return tender

Julian Mousley & Sons

Llwyncelyn
St Clears
SA33 4AY

Folly Contractors

Unit 14 Polo Grounds
New Inn
Pontypool
Torfaen
NP4 0TW

2. General Points

- Both contractors have provided information that the surface will be to the standard set out in the specification of August 2023.
- All tenders were complete and provided all required information.
- All tenders are in line with industry costs but there is #variation of some rates between individual contractors.

South Wales Sports Grounds

Did not tender.

Peter Villiers Sportsground Maintenance

Did not tender.

Julian Mousley & Sons

This contractor has returned the highest of the two prices and has provided all required information on material specification. They have higher costs for sand grooving, supplying & applying grass seed and goalmouth repairs.

Folly Contractors

This contractor has returned the lowest price and has provided all required information on material specification. All unit rates are within industry averages and have stated that they can start works within the clubs timeframe.

3. Tender Returns – Brynna FC

Item	Description	Quantity	Unit	Folly	Julian Mousley
1	Mobilisation		Item	£ 1,980.00	£ 2,000.00
1.1	Check surfaces	6,534	m ²		£ -
2.1	Repair Goalmouth		Item	£ 980.00	£ 1,700.00
2.2	Install Sand Grooves	6,534	m ²	£ 8,500.47	£ 9,250.00
2.3	Apply Medium/course sport sand	150	tonnes	£ 5,961.31	£ 6,500.00
2.4	Aerate	6,534	m ²	£ 620.00	£ 800.00
2.5	Supply and apply fertiliser	458	kg	£ 932.96	£ 1,200.00
2.6	Supply and apply seed	229	kg	£ 1,599.36	£ 2,000.00
2.7	Brush the area	6,534	m ²		£ 400.00
4	3 months Maintenance	6,534	m ²	£ 3,600.00	£ 4,500.00
			Sub-total	£ 24,174.10	£ 28,350.00
			Contingency (5%)	£ 1,208.71	£ 1,417.50
			Sub-total	£ 25,382.81	£ 29,767.50
			VAT (20%)	£ 5,076.56	£ 5,953.50
			Total	£ 30,459.37	£ 35,721.00

4. Recommendation

From these points there are two possible outcomes from the initial review information:

- Appointment of a contractor
- Further investigation of contractor tenders.
- Contractor interviews

Action

If further investigation of all, or some, of the contractors, and their tenders, is required then it is recommended that this is carried out using personal interviews with a representative of each contractor. This information can be assessed along with the results from the tender review using a quality/price mechanism. The advantages of this are that it formalizes what can be a very subjective evaluation process.

Both contractors are similar in resources but there is a 15% difference in costs; I would recommend the appointment of **Folly Contractors** as contractor for this project.