

Horden Social Welfare Centre
Seventh Street
Horden
County Durham
SR8 4LX
Tel: 0191 518 0823

30 August 2024

Dear Member

You are hereby summoned to attend the Meeting of Horden Parish Council (meeting in their capacity as the Trustee of Horden Recreation Ground) to be held in Horden Social Welfare Centre, Seventh Street, Horden on Thursday 5th September 2024 immediately following the Meeting of Horden Parish Council for the purposes of transacting the following business:

HORDEN RECREATION GROUND
ORDER OF BUSINESS
Meeting to be held 5 September 2024

- 1 **Apologies for Absence** – to consider for approval.
- 2 **Declarations of Interest in items on the agenda.**
- 3 **Minutes of the Meeting held 11th July 2024 (enclosed)** – to consider for approval.
- 4 **Public Participation** – to receive any representations or questions from the public in accordance with standing orders 3 e-g. ***Members of the Public are invited to address the Committee on matters relating to the agenda for up to 3 minutes per person during a period not exceeding 20 minutes.***
- 5 **Register of Delegated Decisions (enclosed)** – to note decisions since the last report.
- 6 **Damage and Incident Reports(s)** – to consider reports.
- 7 **Horden Recreation Ground Financial:**
 - a) **Bank Balance as at 31/07/2024** – to note the information.
 - b) **Finance Report (enclosed)** – to consider Income, Expenditure and Variance Reports to 31/07/2024.
 - c) **Invoices for endorsement for payment (enclosed)** – to approve payment.
- 8 **Charity Commission new guidance** – to consider information
- 9 **South Wall Terrace Update** – at the requested of Councillor F Leadbitter.
- 10 **Inner Fence Around Football Pitch Update** – at the request of Councillor F Leadbitter.
- 11 **100 Standing Area Update** - at the requested of Councillor F Leadbitter.
- 12 **Request from Councillor F Leadbitter: County Councillor to attend meetings** - to consider request.
- 13 **HCWFC Ground Name change** – to consider request.
- 14 **Horden Cricket Club proposal** – to consider request.



Samantha Shippen
Clerk to the Council
30th August 2024

To: The Trustee of Horden Recreation Ground/cc Public Notice

HORDEN RECREATION GROUND COMMITTEE
Minutes of Meeting held 11 July 2024

Present: Councillor F Winrow (Vice Chair)
 Councillors R Bagnall, T Baldasera, C Cain, E Laing, F Leadbitter, W Morrow, A Turner and J Ward

Staff: Mrs S Shippen (Clerk to the Council), Mr C Jackson (Deputy Clerk).

HRG **Apologies for Absence.**
24/25/026 **RESOLVED:** That apologies were **APPROVED** from Councillors B Gash, W Smith, D Tait, L Williams and P Wood.

HRG **Declarations of Interest in items on the agenda.**
24/25/027 Councillor C Cain declared an interest in agenda item 8.

HRG **Minutes of Meetings held 6th June 2024.**
24/25/028 **RESOLVED:** The Minutes be confirmed as a true record and signed by the Vice Chair.

HRG **Public Participation.**
24/25/029 No members of the public were present.

HRG **Register of Delegated Decisions.**
24/25/030 **RESOLVED:** Trustee **NOTED** the decision since the last meeting.

HRG **Damage and Incident Report(s).**
24/25/31 **RESOLVED:** Trustee **NOTED** there were no reports.

Recreation Ground Financial:

HRG a) **Bank Balance as at 31/05/2024.**
24/25/032 **RESOLVED:** Trustee **APPROVE** the bank balance of £36,159.05.

HRG b) **Finance Report to 31/05/2024.**
24/25/033 **RESOLVED:** Trustee **APPROVE** the Income, Expenditure and Variances Report to 31 May 2024

HRG c) **Invoices for endorsement for Payment.**
24/25/034 **RESOLVED:** Trustee **APPROVE** payment of the schedule of invoices totalling £3,750.33.

Councillor C Cain left the meeting at 7.20pm

HRG **HCWFC Stadium Accreditation Report**
24/25/035 **RESOLVED:** Council **ADVISE** the Clerk to request from HCWFC a fully costed proposal.

The Meeting concluded at 7:32pm

Horden Recreation Ground Invoices for Payment - June 2024

SUPPLIER	DATE	DESCRIPTION	AMOUNT	Pay Ref:
Derbyshire Specialist Aggregates	25.06.24	Rubber Bunder & Granules	£251.10	100487
Durham County Council	13.06.24	Building Compliance Charges Heritage Tearooms Lift	£123.12	PART 100488
Durham County Council	02.07.24	Service Bomag Roller & Repair John Deere Brakes & Replace Bearing & End Cap Wessex RMX	£725.35	PART 100488
Playsafety Limited	14.06.24	Annual Playground Inspections	£244.80	100489
Geo Robinson & Son	30.06.24	Chain, Links, Gloves, Silicone, Brushes, Tie Wraps, WD40, Handsaw, 3-in-1 Oil	£148.99	100490
Select Telecom	31.05.24	Fibre Broadband - June 2024	£47.40	D/D
Select Telecom Ltd	30.06.24	Fibre Broadband	£47.40	D/D
SSE	08.06.24	Welfare Ground Electricity 01/05/2024-31/05/2024 (recharged £218.66 to HCWFC)	£396.10	D/D
SSE	12.06.24	Welfare Park Electricity 18/03/2024 - 02/06/2024	£221.61	D/D
SSE	12.06.24	Floodlight (No2) Charges 01/03/2024 - 04/06/2024	£141.64	D/D
SSE	12.06.24	Works Building Electricity 18/03/2024 - 02/06/2024 (recharged £258.98 to Heritage Tearooms)	£482.73	D/D
SSE	27.06.24	Cricket Pavilion Electricity 18/03/2024 - 04/06/2024 (recharged £79.63 to Cricket Team)	£96.18	D/D
SSE	05.07.24	Welfare Ground Electricity Recalculation 01/03/2024-31/05/2024 (£89.22 credited to HCWFC)	£-94.11	CREDIT
TJ's Heating & Home Improvements	10.06.24	Supply & Fit Replacement Sink Taps - Heritage Tearooms	£117.00	100491
Veolia	30.06.24	Trade Waste	£228.38	D/D
Wex	10.06.24	Equipment Fuel	£118.27	D/D
Wex	17.06.24	Equipment Fuel	£113.91	D/D
Wex	24.06.24	Equipment Fuel	£143.90	D/D
Wex	01.07.24	Equipment Fuel & Monthly Card Fee	£118.63	D/D
OTHER PAYMENTS				
Wave	13.06.24	Cricket Pavilion Water 13/03/2024 - 12/06/2024	£77.93	D/D
Horden Recreation Ground JUNE 2024 TOTAL			£3,750.33	

HORDEN PARISH COUNCIL

DAMAGE/INCIDENT REPORT FORM

Date and time of Damage/Incident: <u>8:00pm - 12-7-24</u>
Location: <u>Welfare park</u>
Damage Found (please give as much detail as possible)
<u>Woman approached Cellum Lamb and reported she had</u>
<u>been racially abused by a group of kids aged</u>
<u>approx 12 to 13 years of age at the number 3</u>
<u>Bulls / Kickabout Area</u>
<u>The woman's name is</u> _____

Completed by: R. Mydd Date: 12-7-24

Police Notified: YES NO Officer dealing:

Time Police notified:

Remedial Action Taken:

Told supervisor -
I have made staff aware not to be violent

OFFICE USE:

Has available CCTV been checked: YES / NO

Is this an Insurance Claim: YES / NO

If yes, have photographs, quotations and details been passed to the Deputy Clerk/RFO:

Is this a disposal of an Asset: YES/NO

If yes, has a disposal form been completed and handed to the Deputy Clerk/RFO:

Completed by: C. Darrin Date: 15/07/24

Date received by Parish Council Office:

HORDEN PARISH COUNCIL

DAMAGE/INCIDENT REPORT FORM

Date and time of Damage/Incident:	21/7/24 1.15pm approx
Location:	Welfare Park
Damage Found (please give as much detail as possible)	It was brought to my attention that a male (jeans, blue top & cap) had entered the park 'Drunk' and he had approached two children consecutively. He then proceeded to walk away from the event area. I asked a member of staff to watch and to make sure he left the park. To ensure safeguarding was followed.

Completed by: Angela Lee Date: 21/7/24

Police Notified: YES NO Officer dealing:

Time Police notified:

Remedial Action Taken:

Person left park - no further action.

OFFICE USE:

Has available CCTV been checked: YES NO

Is this an Insurance Claim: YES NO

If yes, have photographs, quotations and details been passed to the Deputy Clerk/RFO:

Is this a disposal of an Asset: YES/NO

If yes, has a disposal form been completed and handed to the Deputy Clerk/RFO:

Completed by: S. Shippen Date: 22/7/24

Date received by Parish Council Office: 22/7/24

HORDEN PARISH COUNCIL

DAMAGE/INCIDENT REPORT FORM

Date and time of Damage/Incident: 21-8-24 1-15pm Approx
Location: Junior PLAY AREA
Damage Found (please give as much detail as possible)
A Woman approached A. Roberts and said her child had been on the swing and it had stopped in half upon inspection the belt swing had failed at the end - ie plate internally had snapped causing the shackle end connected to chain to pull out of Rubber - "last inspection of swing was 19-8-24"

Completed by: R. Ball Date: 21-8-24

Police Notified: YES NO Officer dealing:

Time Police notified:

Remedial Action Taken:

Removed chains and swing - inspected remaining seats.

OFFICE USE:

Has available CCTV been checked: YES / NO

Is this an Insurance Claim: YES / NO Potential.

If yes, have photographs, quotations and details been passed to the Deputy Clerk/RFO:

Is this a disposal of an Asset: YES/NO

If yes, has a disposal form been completed and handed to the Deputy Clerk/RFO:

Completed by: C Dawson

Date: 29/08/24

Date received by Parish Council Office: 29/08/24

HORDEN PARISH COUNCIL

DAMAGE/INCIDENT REPORT FORM

Date and time of Damage/Incident: 27.8.24 2:00pm
Location: Welfare Park
Damage Found (please give as much detail as possible)
Clearing down tractor heard fire brigade coming into park
asked what problem was. Someone had phoned to notify them of
kid climbed into tree and got stuck.

Completed by: Kyle Bagnall Date: 27.8.24

Police Notified: YES / NO Officer dealing:

Time Police notified:

Remedial Action Taken:

OFFICE USE:

Has available CCTV been checked: YES / NO

Is this an Insurance Claim: YES / NO

If yes, have photographs, quotations and details been passed to the Deputy Clerk/RFO:

Is this a disposal of an Asset: YES/NO

If yes, has a disposal form been completed and handed to the Deputy Clerk/RFO:

Completed by: C Daley Date: 29/08/24

Date received by Parish Council Office: 29/08/24

HORDEN PARISH COUNCIL

DAMAGE/INCIDENT REPORT FORM

Date and time of Damage/Incident: 28-8-24 - 5-25pm Approx
Location: W.S. Junior play Area
Damage Found (please give as much detail as possible)
Whilst at gym received a phone call from a member of bowls club saying an ambulance was in park at play Area -
When we and Kate byrrell arrived the ambulance staff were treating a young lad about 12 years of age who had come off his bike at entrance to play area and had a graze to his knee - Ambulance staff said initial call was for a compound fracture ie bone protruding out of skin
The lad's name was _____

Completed by: R. Gault Date: 29-8-24

Police Notified: YES NO Officer dealing: _____

Time Police notified: _____

Remedial Action Taken: _____

The lad was perfectly fine - had very parents.

OFFICE USE:

Has available CCTV been checked: YES / NO

Is this an Insurance Claim: YES / NO

If yes, have photographs, quotations and details been passed to the Deputy Clerk/RFO: _____

Is this a disposal of an Asset: YES/NO

If yes, has a disposal form been completed and handed to the Deputy Clerk/RFO: _____

Completed by: C. Dabnera Date: 29/08/24

Date received by Parish Council Office: 29/08/24

Date:09/08/2024

Horde Recreation Charity Current Year

Page 1

Time: 14:21

**Bank Reconciliation Statement as at 31/07/2024
for Cashbook 1 - Current Bank A/c**

User: CJ

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
HORDEN RECREATION GROUND	31/07/2024	171	39,233.71
			39,233.71
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
11/07/2024 100490	GEO ROBINSON	148.99	
			148.99
			39,084.72
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			0.00
			39,084.72
		Balance per Cash Book is :-	39,084.72
		Difference is :-	0.00

Signatory 1:

NameSignedDate

Signatory 2:

NameSignedDate

HORDEN RECREATION GROUND FINANCE REPORT

This report details accounts as at 31 July 2024 – accounts on a straight line we should be around 33%.

EXPENDITURE

Account	Page	£ Spend/ £ Budget	Explanation	Comment	Reported to Trustee
4120 – Water	1	1,082/3,160	Will balance with Water re-charge		11/07/24
4230 – Trade Waste	1	929/2,700	Green waste collection at beginning of year		11/07/24
4270 – Grounds Maintenance	1	6,478/10,000	Tree works, Mower repair, drain maintenance and Wetting agents		06/06/24
4290 – Equipment Fuel	1	1,485/4,300	Increased cost due to summer maintenance		05/09/24

INCOME

Account	Page	£ Receipt/ £ Budget	Explanation	Comment	Reported to Trustee
1120 – Big Foot Studio	1	525/525	Annual rent received		05/09/24
1130 – Cricket Social Club Rent	1	701/667	Annual rent received		05/09/24
1150 – Ambulance House Rent	1	420/420	Annual rent received		05/09/24
1160 – Bowls Ground Income	1	840/840	Annual rent received		05/09/24
1170 – Cricket Ground Income	1	1,987/2,086	Annual rent received		05/09/24
1180 – Welfare Ground Rent	1	2,208/4,416	Rent received		05/09/24
1220 – Water Recharge	1	452/650	Meter readings taken regularly and recharged appropriately		06/06/24
1270 – Income Wayleaves	1	108/103	First payment received		06/06/24

Detailed Receipts & Payments by Budget Heading 31/07/2024

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
100 Income						
1120 BIG FOOT STUDIO RENT	525	525	0			100.0%
1130 Cricket Social Club Rent	701	667	(34)			105.1%
1150 Income-Ambulance House Rent	421	420	(1)			100.2%
1160 Bowls Ground Income	840	840	0			100.0%
1170 Cricket Ground Income	1,987	2,086	99			95.3%
1180 Welfare Ground Income	2,208	4,416	2,208			50.0%
1190 Other Ground Fees	1,472	4,725	3,253			31.2%
1210 Electricity Recharge	1,603	7,200	5,597			22.3%
1220 Water Recharge	452	650	198			69.6%
1270 Income-Wayleaves	93	108	15			86.5%
1400 Income-Parish Council Grant	0	86,435	86,435			0.0%
1404 Income - Loan	0	120,000	120,000			0.0%
Income :- Receipts	10,303	228,072	217,769			4.5%
Net Receipts	10,303	228,072	217,769			
200 Expenditure						
4070 Professional Fees	611	8,000	7,389		7,389	7.6%
4120 Water	1,082	3,160	2,078		2,078	34.2%
4130 Electricity	2,763	12,927	10,164		10,164	21.4%
4150 Telephone/Fax	158	500	342		342	31.6%
4160 Insurance	0	4,065	4,065		4,065	0.0%
4170 Cleaning	93	300	207		207	31.1%
4180 Clothing	140	450	310		310	31.2%
4200 Buildings	582	30,000	29,418		29,418	1.9%
4210 Plant and Equipment	0	2,500	2,500		2,500	0.0%
4220 Play Equipment	0	1,000	1,000		1,000	0.0%
4230 Trade Waste	929	2,700	1,771		1,771	34.4%
4250 Tools	0	300	300		300	0.0%
4260 Equipment Repairs	674	4,500	3,826		3,826	15.0%
4270 Grounds Maintenance	6,478	10,000	3,522		3,522	64.8%
4290 Equipment Fuel	1,485	4,300	2,815		2,815	34.5%
4300 Vehicle Maintenance	0	3,500	3,500		3,500	0.0%
4310 Horticulture	0	4,050	4,050		4,050	0.0%
4320 Health and Safety	194	1,000	806		806	19.4%
4330 CAPITAL PURCHASE	0	5,000	5,000		5,000	0.0%
4340 Loan Repayment-South Terr Wall	0	4,800	4,800		4,800	0.0%
4350 Major Schemes Expenditure	0	5,000	5,000		5,000	0.0%
4500 Miscellaneous Expenditure	0	20	20		20	0.0%
4650 Funded Capital Projects	0	120,000	120,000		120,000	0.0%
Expenditure :- Indirect Payments	15,190	228,072	212,882	0	212,882	6.7%
Net Payments	(15,190)	(228,072)	(212,882)			

Detailed Receipts & Payments by Budget Heading 31/07/2024

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
999 VAT Data						
115 VAT on Receipts	1,838	0	(1,838)			0.0%
VAT Data :- Receipts	<u>1,838</u>	<u>0</u>	<u>(1,838)</u>			
515 VAT on Payments	2,164	0	(2,164)		(2,164)	0.0%
VAT Data :- Indirect Payments	<u>2,164</u>	<u>0</u>	<u>(2,164)</u>	<u>0</u>	<u>(2,164)</u>	
Net Receipts over Payments	<u>(326)</u>	<u>0</u>	<u>326</u>			
Grand Totals:- Receipts	12,141	228,072	215,931			5.3%
Payments	17,354	228,072	210,718	0	210,718	7.6%
Net Receipts over Payments	<u>(5,213)</u>	<u>0</u>	<u>5,213</u>			
Movement to/(from) Gen Reserve	<u>(5,213)</u>					

Horden Recreation Ground Invoices for Payment - July 2024

SUPPLIER	DATE	DESCRIPTION	AMOUNT	Pay Ref:
Banner	29.07.24	Cleaning Supplies	£150.82	100492
Fleet (Line Markers) Ltd	17.07.24	Battery for Paint Marker	£328.86	PART 100493
Fleet (Line Markers) Ltd	23.07.24	Marker Paint	£767.23	PART 100493
Origin Amenity Solutions	15.07.24	Outfield & Fineturf Fertilizer	£679.20	100494
Screwfix	15.07.24	60m Tape Measure	£29.99	100495
Shoreline Fire Limited	23.07.24	Replace Batteries in Intruder Alarm	£96.00	100496
SSE	12.07.24	Welfare Ground Electricity 01/06/2024- 30/06/2024	£371.26	D/D
Veolia	31.03.24 rcvd 23.07.24	Trade Waste (invoice since credited)	£28.55	D/D
Veolia	31.07.24	Trade Waste - July	£228.38	D/D
Wex	15.07.24	Equipment Fuel	£117.96	D/D
Wex	22.07.24	Equipment Fuel	£114.56	D/D
OTHER PAYMENTS				
Wave	13.07.24	Water - Horden Heritage Centre 13/04/2024- 12/07/2024 (full recharge to Heritage Tearooms)	£164.34	D/D
Wave	13.07.24	Water - Football Grandstand 13/04/2024- 12/07/2024 (Recharged £92.45 HCWFC & £55.29 Bigfoot)	£211.21	D/D
Horden Recreation Ground JULY 2024 TOTAL			£3,288.36	

Horden Recreation Ground Invoices for Payment - August 2024

SUPPLIER	DATE	DESCRIPTION	AMOUNT	Pay Ref:
Durham County Council	27.06.24 rcvd 06.08.24	Repair Bearings Allet Mower	£153.12	
Lloyd Limited	23.08.24	Kubota Tractor Repair	£914.95	
Origin Amenity Solutions	19.08.24	R9 Grass Seed & Cricket Dressing	£1,080.00	
Screwfix/Trade UK	15.08.24	Safety Trainers - KB	£37.99	
Select Telecom Limited	31.07.24	Fibre Broadband	£47.40	D/D
SSE	22.08.24	Welfare Ground Electricity 01/07/2024- 31/07/2024 (recharged £204.19 to HCWFC)	£383.19	D/D
Thinford Nurseries Ltd	22.08.24	Summer Bedding	£1,914.00	
Uniform Supplies Limited	12.08.24	7 x Work Trousers	£167.58	
Wex	05.08.24	Equipment Fuel and Monthly Card Fee	£122.15	D/D
Wex	12.08.24	Equipment Fuel	£111.08	D/D
OTHER PAYMENTS				
Wave	13.08.24	Welfare Park Water 13/05/2024 - 12/08/2024 (£129.00 per month Direct Debit)	£504.78	D/D
Horden Recreation Ground AUGUST 2024 TOTAL			£5,436.24	

Horden Recreation Ground JULY & AUGUST 2024 TOTAL			£8,724.60	
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CHARITY COMMISSION
FOR ENGLAND AND WALES

Local authorities in England and Wales

Sent via email through LGA networks

Chief Executive Officer
Charity Commission

PO Box 211
Liverpool
L20 7YX

Date:

Dear Local Authority CEO

Regulatory Alert – local authorities as charity trustees

I am writing to introduce myself as the new Chief Executive of the Charity Commission for England and Wales and to ask you to take action to ensure your organisation's compliance with its duties when operating as a charity trustee.

As a fellow public sector leader, I know that these are tough times for local authorities, which are having to step up to the pressures created by ever increasing demand coupled with tighter budgets.

It is therefore not unsurprising that we have seen a rise in the disposal of, or a change of purpose for, charitable assets such as buildings or land as councils look to balance their budgets in challenging circumstances.

We are however also seeing a significant number of cases where local authorities have failed to comply with their legal duties as charity trustees and we have had to take action following receipt of complaints from the public. Such cases can be costly and resource intensive for both local authorities and for us as the regulator. Often these changes, if not done correctly, will also result in additional budget pressures on local authorities rather than providing the additional resources initially thought.

Common problems we see include local authorities changing the use or status of charitable land, or disposing of it, in a way that is not compatible with its charitable purpose, sometimes without even realising it is charity property. As well as causing concerns for local beneficiaries of the charitable asset, it can create a significant administrative headache for the local authority to retrospectively correct the situation. We have dealt with recent cases involving local authorities which highlight the inherent risks of councils not identifying issues pertaining to charitable land early enough, or at all.

Action Required

Firstly, it is important that local authorities understand which of the assets they manage or own are charitable. Many local authorities act as trustees of charities, often of public facilities such as recreation grounds and public gardens; concert halls and buildings of historic interest; swimming pools and war memorials. Often due to the passage of time or turnover of personnel authority leaders and councillors don't realise that they are trustees of charitable assets rather than simply owners of an



asset. We therefore recommend that your local authority review the asset register and clearly identify on it those assets held which are charitable. This will ensure that it is clear at all times to employees and elected representatives which assets are subject to charity law.

You should then ensure you are familiar with the different legal requirements and legal restrictions on actions in relation to assets that are charitable rather than simply owned. To support local authorities, we have recently published new formal [guidance for local authorities](#), and I ask that you require your teams to read it carefully. The guidance:

- outlines what is expected of you in the role of trustee
- gives advice on how to handle issues such as managing conflicts of interest
- explains filing accounts requirements; and
- sets out rules around disposing of charity land

We have also produced a shortened version for councillors, jointly with the Local Government Association. Please do circulate it to your elected representatives.

We do recognise the administrative demands that being a trustee may place upon you, which is why we have produced this guidance to support you and your teams. When acting as trustee the law requires you to comply with key responsibilities, at the heart of which sits the requirement to exclusively further the charity's purposes. This guidance sets out how to do so.

I would also ask you to consider our new [Recreation Ground Charity guidance](#) which examines some of the common problems that trustees of such charities often encounter and what they can do to address these, such as hiring new trustees and exploring avenues for raising additional funds. We've seen cases of recreation ground charities approaching their local authority for help, so it is useful for you to understand our guidance for these charities.

If you have any queries about your trustee duties or anything contained within the guidance mentioned above, then please do not hesitate to be in touch with our contact centre or with the Local Government Association, with whom we have worked closely on the development of this guidance. The Commission is committed to supporting local authorities as trustees, as key partners within the civil society landscape.

Yours faithfully,

A handwritten signature in black ink, appearing to read "David Holdsworth".

David Holdsworth, Chief Executive



Guidance

Local authorities (or councils) as trustees of charities

Updated 8 August 2024

Applies to England and Wales

Contents

[The types of charities that can have local authorities as trustee](#)

[Who is the trustee?](#)

[Making decisions](#)

[Managing conflicts of interest](#)

[Managing and disposing of charity land](#)

[Replacing the local authority as trustee](#)

[Managing small funds](#)

[Keeping charity records and accounts](#)

[Annex A – checklist](#)



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Local authorities – or councils – can be trustees of charities. For example, of charitable land such as recreation grounds, or funds such as school prize funds.

A local authority can be trustee of more than one charity. Often, they will be the only trustee of the charity.

Where a local authority is trustee, it is the local authority itself, not individual councillors, who is trustee.

Local authorities can have the expertise needed to manage charities. However, issues can arise such as the local authority:

- not being aware that it is trustee of a charity
- unknowingly using charity property for its own local authority purposes
- not identifying when there is a conflict of interest
- not managing small funds, which become dormant
- not keeping separate accounts for the charity
- not submitting accounts or annual returns to the Charity Commission when they fall due

The expectations on local authorities carrying out the trustee role are the same as on individuals and the same trustee duties apply. These are:

- ensuring the charity is carrying out its purposes for the public benefit
- complying with the charity's governing document and the law
- acting in the charity's best interests
- managing the charity's resources responsibly
- acting with reasonable care and skill
- ensuring the charity is accountable

It is therefore important that local authorities that are trustees:

- ensure charity property is used for the charity's purposes
- ensure proper mechanisms are in place for making trustee decisions
- ensure decisions they make are only in the charity's best interests
- identify and manage conflicts of interest, and obtain authority from the Charity Commission where it is needed
- comply with accounting and reporting responsibilities

This guidance covers these and other issues.

Read more about [trustee duties. \(https://www.gov.uk/guidance/charity-trustee-whats-involved\)](https://www.gov.uk/guidance/charity-trustee-whats-involved)

The types of charities that can have local authorities as trustee

Local authorities are often trustees of public facilities, such as:

- open spaces such as recreation grounds, playing fields (including some King George's Fields), public gardens, common land, allotments and car parks
- cultural facilities such as concert halls, art galleries, museums and buildings of architectural or historic interest
- other civic buildings such as reading rooms, town halls, libraries and leisure centres
- war memorials

They can also be trustee of, for example, school prize funds.

If you are not sure if a fund or property is charitable:

- check if it has a governing document and that the purposes in the governing document are charitable
- check how the local authority acquired the property
- get professional advice

Who is the trustee?

Check the governing document to understand who is the trustee.

Usually, one of the following applies. Either:

- the local authority has a right under the governing document to appoint trustees or
- the local authority itself is the trustee

If the local authority has appointed you – a council officer or councillor – as a trustee:

- you, rather than the local authority, are responsible for the administration of the charity, along with your fellow trustees
- you and your fellow trustees are personally liable for the decisions you make
- you must act in the interests of the charity, not those of the local authority
- you do not 'represent' the council on the trustee board

If you have been appointed by your local authority, this guidance does not apply. Read guidance about:

- [trustee duties \(https://www.gov.uk/guidance/charity-trustee-whats-involved\)](https://www.gov.uk/guidance/charity-trustee-whats-involved)
- [trustee decision-making \(https://www.gov.uk/government/publications/its-your-decision-charity-trustees-and-decision-making/its-your-decision-charity-trustees-and-decision-making\)](https://www.gov.uk/government/publications/its-your-decision-charity-trustees-and-decision-making/its-your-decision-charity-trustees-and-decision-making)
- [managing conflicts of interest \(https://www.gov.uk/government/publications/conflicts-of-interest-a-guide-for-charity-trustees-cc29\)](https://www.gov.uk/government/publications/conflicts-of-interest-a-guide-for-charity-trustees-cc29)

Where the local authority is the trustee:

- any council officer or councillor working on charity business is not a trustee and does not have the responsibilities or liabilities of a trustee; you are acting on behalf of the local authority
- the local authority is the decision-maker
- the local authority is liable for the decisions it makes as trustee

It also means this guidance applies.

A local authority can be trustee of a charity along with other individuals.

Get legal advice if local authority reorganisation means it is not clear which local authority is the trustee or has the right to appoint trustees.

Holding trustees

Sometimes, the local authority can be the holding trustee of local charities like a village hall charity. If this is the case:

- it holds the title to all property on behalf of the charity
- it does not have the responsibilities of a charity trustee
- it must act only on the directions of the trustees unless to do so would create a breach of trust

If the charity trustees want to change this, they can apply to vest charity land in the Official Custodian. This is a [free land-holding service \(https://www.gov.uk/government/publications/the-official-custodian-for-charities-land-holding-service-cc13/the-official-custodian-for-charities-land-holding-service\)](https://www.gov.uk/government/publications/the-official-custodian-for-charities-land-holding-service-cc13/the-official-custodian-for-charities-land-holding-service) that the Charity Commission provides.

Making decisions

As trustee, it is for the local authority to make trustee decisions, for example about:

- how the charity operates, such as changes to opening and closing times of a public facility
- where the charity is a grant-making charity, any policy decisions about how recipients should be selected based on the charity's purposes
- whether to dispose of charity land or change its use
- whether to change the purposes of charities, merge or close them
- agreeing annual accounts
- fundraising

Keep a record of decisions you make as trustee.

The mechanism for making decisions

The local authority can decide the mechanism for making decisions and exercising its functions as trustee based on factors like:

- the type and size of the charity
- the number of charities it is trustee of
- the extent to which conflicts of interest might arise
- what is permitted by local authority legislation

Options include:

- decision-making by full Council or at cabinet level
- decision-making delegated to committees such as a committee of the local authority or a committee of the executive of the local authority

Delegation may help you manage conflicts of interest.

Where decision-making by full Council or at cabinet level is concerned, an advisory committee can be set up to help the local authority make decisions. For example, it can make recommendations to the local authority. An advisory committee cannot make decisions.

You should get professional advice if you need it on setting up decision-making structures.

If you delegate decision-making, keep a written record of this in the charity's records and a copy in the local authority's records as appropriate.

Complying with trustee duties when making decisions

Charity trustees must make decisions in a way that complies with their duties, including their duty to further their charity's purposes and act only in the charity's best interests. Use the principles listed in our [decision-making guidance](https://www.gov.uk/government/publications/its-your-decision-charity-trustees-and-decision-making/its-your-decision-charity-trustees-and-decision-making) (<https://www.gov.uk/government/publications/its-your-decision-charity-trustees-and-decision-making/its-your-decision-charity-trustees-and-decision-making>) to help you.

One of these principles is that trustees must be sufficiently informed. The local authority as trustee can take a range of actions to help it ensure it is informed, depending on the nature and complexity of the issue being considered. For example, by:

- running a public consultation
- commissioning an independent review of proposals
- taking professional advice

The local authority should consult on significant decisions that are likely to affect beneficiaries. These include (but are not limited to) changing a charity's purposes or disposing of designated land. Conducted well, consultation can:

- help you understand different views
- help you assess the impact of the proposed decision
- show you are open and transparent

Getting an independent review is an option when factors such as the risks, complexity and costs justify it.

Taking relevant professional advice can help the local authority understand (for example) the law, and the risks and complexity of a proposal.

Independent information and advice will help you examine proposals from the charity's perspective particularly when the local authority faces a conflict of interest.

Managing conflicts of interest

Local authorities will often face conflicts of interest because of the different roles they have, for example as the provider of statutory services or the planning authority.

A decision to dispose of land, in particular, is one where these different roles can interact and present the local authority with a conflict of interest that must

be managed. For example, because it may stand to benefit from the decision to dispose.

For example, a local authority (which is also the planning authority) is trustee of a large recreation ground and children's play area located in one of its wards, which is held on charitable trust. The local authority has been paying out of its corporate funds the maintenance and upkeep of the land. A decision to close the play area and sell part of the land will provide the charity with the funds it needs to maintain the recreation ground. This means the local authority can stop subsidising the charity from public funds.

In this example, the local authority faces a conflict of interest:

- because it stands to benefit from the disposal – disposing of the land will enable it to stop subsidising the charity
- because it is the planning authority which will make decisions on how the land can be developed

A conflicts of interest policy

You should set up a separate conflicts of interest policy, to guide how the local authority will make decisions when it is conflicted.

The policy should be appropriate to the types of charities the local authority is trustee of, and the ways in which the local authority could be conflicted. For example, a more detailed policy may be suitable where the local authority is trustee of several public facilities, or where one or more facility is significant in terms of its value, size, community use or public interest.

A local authority's usual conflict of interest policy, that applies to its role as statutory authority, does not apply to its role as charity trustee.

Identifying and managing conflicts of interest

The first step is to make sure the local authority identifies that it is conflicted.

Then, think about how you will manage the conflict when you make your decision. This should be in line with the charity's conflicts of interest policy. For example, by appointing [new unconflicted trustees](#) alongside the local authority so that on this occasion they (not the local authority) make the decision.

If you cannot manage the conflict of interest, you must have [authority from the Charity Commission](#) before you can make the decision.

Your decision must be in the charity's best interests. If you need Commission authority, you will need to show how you have reached this conclusion.

Read the Commission's guidance about [conflicts of interest](#) (<https://www.gov.uk/government/publications/conflicts-of-interest-a-guide-for-charity-trustees-cc29>). Get professional advice about managing conflicts if you need it.

Managing and disposing of charity land

Where the local authority is trustee of public facilities, the decisions it makes about them can be controversial and attract criticism. This includes decisions to dispose of charitable land.

A local authority as a charity trustee is entitled to consider the suitability and viability of the charitable property it manages, and to make proposals that further the charity's purposes and are in its best interests. This may include deciding to dispose of the land.

However, we know from our casework that if such proposals are not managed carefully, they can create problems including breach of trust, financial loss and reputational damage.

Make sure you understand your responsibilities when managing or disposing of charity land. The guidance in this section covers:

- the requirements when disposing of land
- when the local authority is conflicted
- when the local authority is a party to the disposal
- land swaps

Read [case studies](#) (<https://www.gov.uk/government/publications/local-authorities-as-charity-trustees/d41c2473-904d-4bbf-b8d3-652591facf21#case-studies>) about disposing of land.

The legal requirements when disposing of charity land

When selling, leasing or in other ways disposing of charity land, you must:

- have the power to dispose

- consider that disposing of the land is in the charity's best interests
- comply with the legal requirements on disposing of charity land
- get Charity Commission authority if it's needed

Read our guidance about [disposing of charity land](https://www.gov.uk/government/publications/sales-leases-transfers-or-mortgages-what-trustees-need-to-know-about-disposing-of-charity-land-cc28/sales-leases-transfers-or-mortgages-what-trustees-need-to-know-about-disposing-of-charity-land) (<https://www.gov.uk/government/publications/sales-leases-transfers-or-mortgages-what-trustees-need-to-know-about-disposing-of-charity-land-cc28/sales-leases-transfers-or-mortgages-what-trustees-need-to-know-about-disposing-of-charity-land>).

Disposing of designated land

Designated land is land that must be used for particular purposes as set out in the charity's governing document. For example, recreation grounds or concert halls.

It is important, when considering disposing of designated land, to consult with beneficiaries and others who may be affected by the disposal. You should consider their views when making your decision. In certain circumstances, you may have to give public notice of the disposal.

You will usually need Charity Commission authority to dispose of designated land.

Read our guidance about the disposal of [designated land](https://www.gov.uk/government/publications/sales-leases-transfers-or-mortgages-what-trustees-need-to-know-about-disposing-of-charity-land-cc28/sales-leases-transfers-or-mortgages-what-trustees-need-to-know-about-disposing-of-charity-land#s6) (<https://www.gov.uk/government/publications/sales-leases-transfers-or-mortgages-what-trustees-need-to-know-about-disposing-of-charity-land-cc28/sales-leases-transfers-or-mortgages-what-trustees-need-to-know-about-disposing-of-charity-land#s6>).

When the local authority is conflicted or is party to the disposal

Local authorities can face a conflict of interest when disposing of land. See the [example above](#).

It may also be a party to the disposal. That is, it is proposed it will buy or rent the charity's land.

You must consider that the decision to dispose is in the charity's best interests. You must also manage the [conflict of interest](#).

In addition to the usual rules on disposing of charity land mentioned above:

- if you are disposing to a third party and you cannot manage the conflict of interest, you must get authority from the Charity Commission
- if the local authority is a party to the disposal, you must get authority from the Charity Commission even if you can manage the conflict of interest

If the local authority is a party to the disposal you should get professional advice on the rules about self-dealing.

If you need authority, you will need to provide the following information to the Commission:

- a description of the land being disposed of
- confirmation that you have the power to dispose
- whether the land is designated
- whether the local authority is party to the disposal
- who will be parties to the disposal
- how you decided the disposal is in the charity's best interests
- whether you have complied with the legal requirements about charity land disposals; if not, why
- whether the disposal is on proper commercial terms and how terms have been agreed
- details of any professional advice taken on behalf of the charity and whether the advisor was independent
- whether the disposal affects the charity's beneficiaries, whether you consulted, and how you took into account responses or feedback
- whether the local authority managed the conflict of interest, and if so how

[Apply for authority \(https://forms.charitycommission.gov.uk/Requesting-Permission/\)](https://forms.charitycommission.gov.uk/Requesting-Permission/).

Land swap

Local authorities as trustees can develop plans which involve swapping their own, corporate property with the charity's land. The corporate property becomes charitable land.

The same rules mentioned above apply: the decision must be in the charity's best interests.

Where the charity's land is designated, the local authority must consider how the purposes for which the land must be used may be affected.

As the local authority is party to the disposal, you must have Charity Commission authority before you can go ahead.

[mortgages-what-trustees-need-to-know-about-disposing-of-charity-land](#)) about disposing of land.

Replacing the local authority as trustee

If the local authority no longer wishes to be trustee, you can appoint a new trustee. The new trustee can be:

- another charity
- another local authority
- a company
- individuals

Check the charity's governing document and follow the process for appointing new trustees.

If your governing document does not have suitable appointment provisions, or it names your local authority as the trustee:

- you can change the governing document to remove the local authority as the trustee and/or introduce a power to appoint trustees. Read our [guidance about changing governing documents](#) (<https://www.gov.uk/government/publications/changing-your-charitys-governing-document-cc36>) or
- you may be able to use the statutory power to appoint trustees in section 36 of the Trustee Act 1925

Get professional advice if you need it.

Read guidance about [finding new trustees](#) (<https://www.gov.uk/government/publications/finding-new-trustees-cc30>).

Managing small funds

A local authority may be trustee of several separate small charitable funds (not including land), such as school prize funds.

Several issues can arise:

- they may not have the money or income to enable their purposes to be achieved

- the cost of administering them may be out of proportion to the charity's size
- they may get overlooked and be dormant

The local authority must review whether these funds continue to be effective and suitable for delivering the benefits they were originally set up for.

Closing the fund

You can close the fund if you think this is in its best interests.

If the fund can be fully spent (for example, it is not permanent endowment), you can spend it in line with the charity's purposes. This effectively closes it.

Permanent endowment is property that your charity must keep rather than spend. For example, money or assets given to the charity for investment where only the investment income can be spent. If the charity has permanent endowment, check if you can use [legal powers](https://www.gov.uk/guidance/permanent-endowment-rules-for-charities) (<https://www.gov.uk/guidance/permanent-endowment-rules-for-charities>) to spend it.

If the fund is a registered charity, you must tell us it has closed. Read our guidance about [closing charities](https://www.gov.uk/guidance/how-to-close-a-charity) (<https://www.gov.uk/guidance/how-to-close-a-charity>). This also includes guidance if the fund has more than just money in the bank.

Changing the purposes of the funds

If you cannot further the charity's purposes effectively, or cannot further them at all or in part, you must consider whether you need to change them.

For example, the charity is a school prize fund. Its beneficiary group has reduced significantly over time, and each year the charity has more and more surplus funds. One option would be to change the purposes by widening the definition of who could benefit from the charity.

You should first understand if the issue is that the beneficiary group has reduced, or whether (for example) the charity has not been managed and its funds left unspent. In other words, that there are not sufficient numbers who could benefit from the charity. You will have to explain this when you apply to the Commission for authority.

Charities need authority from the Charity Commission to change their purposes. Read about the [rules that apply to changing purposes](#)

<https://www.gov.uk/government/publications/changing-your-charitys-governing-document-cc36>) and how to apply for authority.

Keeping charity records and accounts

You should keep separate records for the charity, such as minutes of trustee meetings and copies of professional advice taken. Don't mix charity and local authority records. You must comply with the rules on accounting. Keep separate accounts for the charity.

Minutes of meetings

Keep a written record of your decisions. This is usually done by keeping written minutes of the meetings at which decisions were made.

The level of detail in your minutes should be in proportion to the significance and potential impact of the decision. If you rely on a report or other document that is mentioned in the minutes, a copy should be attached.

Recording decisions in this way:

- helps to ensure certainty about what was decided
- helps you show that you have acted properly and complied with your duties

Annual returns, reports and accounts

All charities (whether registered with the Charity Commission or not) must [prepare accounts \(https://www.gov.uk/government/publications/charity-reporting-and-accounting-the-essentials-november-2016-cc15d\)](https://www.gov.uk/government/publications/charity-reporting-and-accounting-the-essentials-november-2016-cc15d) and must make them available on request.

Understand whether you need to submit annual returns, reports and accounts to the Commission. Different charities face different requirements. Use [our annual return guidance \(https://www.gov.uk/guidance/prepare-a-charity-annual-return\)](https://www.gov.uk/guidance/prepare-a-charity-annual-return) to check if you are getting it right.

Linking charities

If the local authority is trustee of several charities, you can apply to link them for accounting, registration and reporting purposes. This means that as trustee, you only need to produce one set of accounts for all the charities. Read our guidance about [linking \(https://www.gov.uk/guidance/how-to-merge-charities\)](https://www.gov.uk/guidance/how-to-merge-charities).

Annex A – checklist

These questions can help you review your local authority's governance of charities.

1. Do you have an up-to-date list of the charities of which the local authority is trustee?
2. Is there central management of the charities?
3. Do you have a copy of all the charities' governing documents?
4. Do the charities' governing documents have the [rules you need \(https://www.gov.uk/government/publications/changing-your-charitys-governing-document-cc36\)](https://www.gov.uk/government/publications/changing-your-charitys-governing-document-cc36)?
5. Are the charities [registered with the Charity Commission \(https://www.gov.uk/set-up-a-charity\)](https://www.gov.uk/set-up-a-charity) where they meet the requirements for registration?
6. Do you produce annual accounts for the charities?
7. Is the local authority up to date with [filing requirements \(https://www.gov.uk/guidance/what-to-send-to-the-charity-commission-and-how-to-get-help\)](https://www.gov.uk/guidance/what-to-send-to-the-charity-commission-and-how-to-get-help)?
8. Have you considered applying for a [linking direction \(https://www.gov.uk/guidance/how-to-merge-charities\)](https://www.gov.uk/guidance/how-to-merge-charities)?
9. Do you keep separate records for the charities?
10. How often does the local authority as trustee consider the business of its charities? Does this comply with the rules in the relevant charity's governing document?
11. Does the local authority review, where certain activities are delegated to (for example) council officers or committees, that the arrangement remains appropriate?
12. Does the local authority as trustee consider the effectiveness of the charities?
13. Are there any dormant funds?
14. Does the local authority use any charity land as corporate property? If it does, this should be remedied immediately.
15. What is the decision-making structure for the local authority to consider charity business and make decisions?

16. Is there a mechanism to collect feedback from beneficiaries and other interested parties on relevant trustee decisions?
 17. How does the local authority manage conflicts of interest when making decisions?
 18. Does the local authority have a separate conflict of interest policy?
 19. Do you review and manage the risks faced by the charities?
 20. Do you monitor financial performance during the year?
 21. Have you considered sources of income and do you have a strategy in place to raise funds?
 22. Do any of the charities have [permanent endowment](https://www.gov.uk/guidance/permanent-endowment) (<https://www.gov.uk/guidance/permanent-endowment-rules-for-charities>)? If so, have you considered whether you can spend all or some of it as income?
-

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From: Ryan Cuthbert

Sent: Tuesday, July 16, 2024 4:03 PM

To: Clerk - Horden Parish Council <clerk@horden-pc.gov.uk>; Frank Leadbitter <Frank.Leadbitter@horden-pc.gov.uk>

Subject: Ground Sponsorship

Hello Sam/Frank,

Just wanted to run something by you if that's ok.

In your opinion do you think the trustees would have any objections to the football club obtaining a sponsor for the ground?

We are just thinking of an alternative sponsorship revenue into the club.

There wouldn't be any new signs put up at the ground or any official change of ground name to the records of the Northern League or FA.

It would purely be when we advertise our home games on our own social media pages we would advertise the fixtures for example 'The Kimmitt & Roberts Welfare Park Ground'.

Our neighbours up the road at Easington Colliery AFC have done this recently so it got us thinking.

Please let me know your thoughts on this.

Regards

Ryan

Hi Sam,

Ive attached a proposal we discussed about trying to get some developments done in the cricket ground. Ive only had the time to sort a proposal for new practise facilities as when I started looking at one for the kitchen and pavilion renovation it started to raise some questions about bigger work to look at new changing rooms etc that I think I need more time on. Ive attached the proposal and one of the ballpark quotes I have (ive got 7 quotes in total from 3-4 different places if needed but this one gives a better idea of what we want. Im off this week and next from work if you want me to call in and have a chat about before it goes to council for comment?

Any issues or questions give me a shout.

As an separate add on, we held the protech finals day on Sunday 11th August and received nothing but extremely positive comments from the players and spectators who took part as to how good the ground was looking and how well the wicket played. Ive spoken to Richie and passed the comments on to him for his team but thought it prudent to pass along to yourself and the council aswell

Cheers
Adam
Horden CC

Proposal for Non-Turf Cricket Practice Facility

Introduction

Cricket is a sport that requires consistent practice to hone skills and improve performance. Traditional turf pitches, while excellent for match play, can be challenging to maintain and are often unusable following adverse weather conditions. A non-turf cricket practice facility offers a practical and efficient solution to these challenges. This proposal outlines the benefits of installing a non-turf cricket practice facility.

Benefits

1. All-Weather Usability

Non-turf pitches are designed to withstand various weather conditions, ensuring that practice sessions can continue uninterrupted throughout the year. This is particularly beneficial in regions with unpredictable weather, where natural turf pitches may become waterlogged or too dry. By ensuring that practice sessions are not disrupted following rain or poor weather the club can provide regular and consistent training sessions which is crucial for young players who need regular practice to develop their skills and maintain enthusiasm.

2. Consistency and Performance

Non-turf pitches provide a uniform playing surface, which helps young players develop their techniques without the variability that comes with natural turf. This consistency is beneficial for learning and improving specific skills.

3. Low Maintenance

Maintaining a natural turf pitch requires significant time, effort, and resources. Non-turf pitches, on the other hand, require minimal maintenance. Regular brushing and occasional cleaning are usually sufficient to keep the surface in optimal condition. This would remove some of the burden to maintain the current allocated practise wickets and the associated wear on these pitches and would allow the park staff to allocate the time saved elsewhere. The current 2-3 practise wickets see approx. 6 teams of practise twice a week for 25 weeks.

4. Durability

Non-turf pitches are designed to withstand heavy use, making them ideal for frequent practice sessions. This durability ensures that the facility remains in good condition for many years, providing a long-term solution for cricket development.

5. Safety

The consistent surface of non-turf pitches reduces the risk of injuries caused by uneven ground. This makes them a safer option for players as foot holes at the bowler's ends are non-existent and training following inclement weather means the pitch is less likely to misbehave when its not perfect. A fully enclosed 2 lane practice facility, like the one being proposed, also means there is no chance of stray cricket balls leaving the practice facility ensuring safety of other users of the field and also any passing bystanders.

6. Cost-Effective

While the initial installation cost of a non-turf pitch may be higher than that of a natural turf pitch, the long-term savings on maintenance and repair make it a more economical choice. Additionally, the ability to use the pitch year-round maximizes the return on investment.

7. Versatility

Non-turf facilities can be customized to include multiple practice nets, allowing several players or teams to practice simultaneously. This maximizes the use of available space and enhances the overall training experience. By allowing our women or junior teams to practise at the same time as our seniors we develop a better cohesive feel amongst the club with a 1 club mentality rather than 3 different sections of the same club. By also being able to practise at the same time we reduce the burden on ground availability and increase coaching and participation options.

8. Increased Participation

The availability of a reliable practice facility can attract new players to the sport. Knowing that they have a dependable place to practice can encourage more children and adults to take up cricket.

Costs

Non-turf practise facilities can vary in cost depending upon their requirements and options selected during the design and construction phase. Basic quotations provided range from £30,000 - £50,000

(pre VAT). Our preferred configuration would be a fully enclosed 2 bay/lane construction measuring approx. 34m x 8m. The anticipated cost of the project would be around £40,000 inclusive of VAT.

Location

Non-turf practise facilities should ideally be placed in a North-South direction to avoid issues with players facing the sun when batting or bowling. Most cricket squares are built in this orientation for this reason. Given this requirement we would propose to have the construction of the practice facility as per the diagram below. This would allow coaching to take place whilst other games are going on and impact at least as possible on the current playing area whilst also keeping construction costs as low as possible and also not disturbing any live services (elec/water/drainage).



Funding

The club has the ability to approach various funding pots to assist in funding the cost of installation however we are aware that funders may not approve the club for funding due to arrangements with not owning the land the facility would reside on, non-turf facilities requiring planning permission and security of tenure on the ground. With this in mind the club would like to explore the possibility of a joint funding bid between the club and the council to make this a reality. As landowner/trustee for the land there are probably more pots available to the council than the club although we are happy to provide as much information as needed to help with producing a funding bid.

Future developments

As part of future development if a non-turf facility is approved and , we would also like to potentially discuss the option of allowing the club to place a secure portacabin changing room to replace the green metal shed (which has really reached the end of its useful life and is currently used to store the cricket groundsheets) as highlighted in the below image. A changing facility near the non-turf practise facility would allow participants to get changed closer to the facility whilst also allowing practise to happen when games are taking place and the changing rooms already being in use. A changing facility would also potentially give the club the ability to supply power (via a metered branch from the groundsman shed) for running a bowling machine or other training equipment in the non-turf facility. This development is only an idea to make any such non-turf facility more usable and isnt a requirement for the construction of the facility.



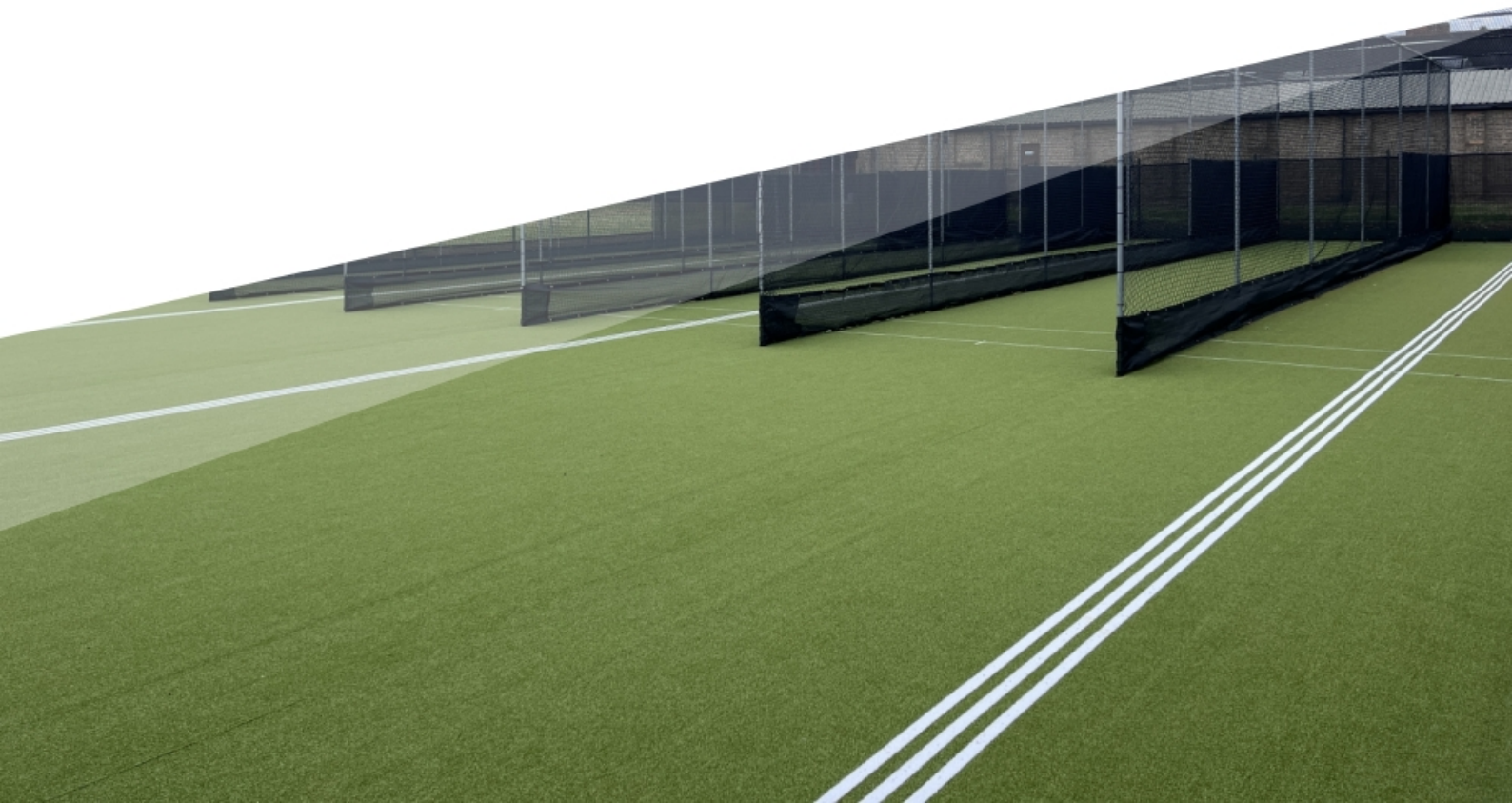
Conclusion

Investing in a non-turf cricket practice facility offers numerous benefits, including all-weather usability, consistent performance, low maintenance, durability, safety, cost-effectiveness, and versatility. These advantages make non-turf pitches an excellent choice for cricket clubs looking to provide their players with the best possible practice environment and attract new members.

DurantSports

Proposal for Horden Cricket Club from Durant Cricket

Written by Cristian Durant at Durant Cricket





Non Turf Practice Area - Testimonials from St Josephs College & Oakfield Parkonians

<https://www.youtube.com/watch?v=CZJO0MAdlf4>

<https://www.youtube.com/watch?v=jV3r1CB0UWg>



Non Turf Practice Area - Aggregate Base

The Durant Cricket Geo System non-turf cricket pitch is a combination of aggregate courses, woven geotextile, recycled under pad and wilton woven playing surface. This creates a low maintenance playing surface that replicates real grass wicket performance as best as possible.

During the early part of the season when it is likely to be damp and cold, the aggregate base will behave like a low, slow wicket. After a hot dry spell, the aggregate base will harden up and the ball will zip through with more bounce and carry. Please view the video below to see how the base layer and carpets are constructed (video shows this process without cage/netting)

<https://youtu.be/DyxFBzsn6bM>



Non Turf Practice Area - Installation

- Set out area of proposed works. Excavate to a depth of 100mm below proposed finished level, grade and consolidate.
- Excavate 300mm x 300mm holes to a depth of 500mm and set ground sockets ready for cage poles.
- Supply, import and compact a 60mm layer of 4mm to 10mm hard porous aggregates and then install a 2mm re-enforcing woven geo textile. Our woven geo textile provides reinforcement to the sub-grade to prevent excessive deformation of the surface with overlying load.
- Supply, import and compact a 50mm layer of performance aggregate consisting of 6mm to dust granite shavings.
- Supply and install a 6mm GeoPad under pad. GeoPad is an impact absorbing cricket underlay constructed from fibre bonded needle punch and made from 100% mixed blend polyester.
- Install tufted surface, a 12mm professional standard, with cross linked backing to provide extra strength and reduce damage caused by general wear and tear during play.
- Mark out creases and lines as agreed with the customer.
- Erect poles into ground sockets and fit with elbow joints and clamps to complete the cage structure.
- Fit netting as per system.
- Make good areas of work. Remove all debris (excluding spoil unless otherwise stated) and leave the site clean and tidy.
- Provide customer with a completion certificate, a warranty and a maintenance document.



Non Turf Practice Area - Component Specification

GeoTuft Playing Surface

- Pile Height: 12mm
- Pile Weight: 1300 gsm
- Finished Weight: 1675 gsm

GeoPad Underpad

- Pile Height: Flat
- Pile Weight: 880 gsm
- Finished Weight: 1144 gsm
- Total Thickness: 6mm
- Backing: N/A
- Yarn Type: Polyester

Netting

- Premium grade 3mm braided netting
- 50mm x 50mm mesh
- Black, UV-stabilised polypropylene
- Overlocked edges for extra strength

Steel Cage

- 42.4mm O/D Steel tube to S235JRH
- Hot dipped Galvanised to ISO1461



Security Fencing

Security fencing can be installed around any of our non turf practice areas. Various gate/access options are available. Price on application.



Pre-VAT Totals

DCB2 - 2 bay enclosed	£31,995
The supply and installation of a 2 bay cricket practice cage and surface on top of layers of performance aggregate.	
GeoTuft on to a needle punch recycled GeoPad.	
Size of footprint 33.20m x 7.42m	
cage footprint: 32.94m long x 7.32m wide x 4.00m High	
Internal wings / dividers to finish at 21.96m	
Spoil removal to be left on site	

Total£31,995

Optional Extras

Tick the boxes or add quantities to select desired optional extras.

Spoil Removal	£1,440
<input type="checkbox"/> OPTIONAL	
Estimated at 4 loads @ £360 per load	

Training Lines Tufted into playing carpet	0 @ £240	£0
Price is per lane and quantity must be selected with order, but which lane(s) can be decided at a later date with order confirmation		

Powder Coated Steelwork

£2,300

OPTIONAL

Available in Green or black
Price available upon request

Wrap around Batting Screens

£280

OPTIONAL

Batting screens will be installed on internal wings as standard, but additional batting screens can be installed on the outside wings and back.

Security Fencing

£11,495

OPTIONAL

2.4m Security fencing around the perimeter of the system footprint

With low maintenance boarder installed. at the bottom

1 x 1.2m wide pedestrian gate (other gate sizes available)

Available without the maintenance boarder

Total£31,995
£38,394 (inc. VAT)

Thank You

Thank you for the opportunity to provide this quotation, for more information please find details on our website or please feel free to contact us Cristian via email at cristian@durantcricket.co.uk or by direct phone line on 01572 822013 with any questions.

The receipt and acceptance of a purchase order by Durant Cricket will signify acceptance with the Terms and Conditions of this quotation.

If changes to this offer are needed, please request a revised quotation.

Tel: 01572 822013

Mobile: 07900466732

Web: www.durantcricket.co.uk

E-Mail: cristian@durantcricket.co.uk

Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following words and phrases have the following meanings:

Applicable Laws. The laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Works.

Bribery Laws. The Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction.

Business Day. A day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England.

Charges. The charges payable by the Customer to DURANT CRICKET for the performance of the Works.

Confidential Information. Any commercial, financial or technical information, information relating to the Works, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract.

Control. Has the meaning given to it in section 1124 of the Corporation Tax Act 2010 OR means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company.

Data Protection Legislation. Shall have the meaning as the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.

Documents. All drawings, plans, specifications, calculations and other information and documents which have been or shall be prepared by or on behalf of the DURANT CRICKET in the course of performing the Works.

Force Majeure. An event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving DURANT CRICKET's or its Contractors' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay.

Intellectual Property Rights. Copyright, patents, know-how, trade secrets, trademarks and service marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names, rights to use, and protect the confidentiality of, confidential information and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled; and (f) in whichever part of the world they exist.

Modern Slavery Policy. DURANT CRICKET's anti-slavery and human trafficking policy in force and notified to the Customer from time to time.

Planning Permission. Has the meaning set out in clause 3.4.

Service Pipes. Gas, electricity, communication cables, water, sewage, drainage service or other similar pipes/cables.

Site. An address or location, at which works are to be performed.

Specification. The description or specification of the works.

VAT. Value added tax under the Value Added Taxes Act 1994 or any other similar sales or fiscal tax applying to the sale of the Works.

Works. The works to be performed by DURANT CRICKET for the Customer.

1.2. In this Agreement, unless the context requires otherwise:

1.2.1. clause, schedule and other headings are included for convenience only and shall have no effect on the interpretation of this Agreement

1.2.2. a reference to a 'party' includes that party's personal representatives, successors and permitted assigns

1.2.3. a reference to a 'person' includes a natural person, corporate or

unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns

1.2.4. a reference to a 'company' includes any company, corporation or other corporate body, wherever and however incorporated or established;

1.2.5. a reference to a gender includes each and all genders

1.2.6. words in the singular include the plural and vice versa

1.2.7. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words

1.2.8. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form

1.2.9. a reference to any legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time, and includes all subordinate legislation made from time to time under that legislation

2. BASIS OF AGREEMENT

2.1. If the Customer issues to DURANT CRICKET a purchase order, confirmation of order, or other document relating to the subject matter of this Agreement, any terms or conditions endorsed on, delivered with, or contained or referenced in such purchase order, or other document shall not apply, and such purchase order or document shall be accepted by DURANT CRICKET for the sole purpose of referencing invoices.

2.2. A quotation by the Customer to DURANT CRICKET shall be an offer to purchase Works subject to this Agreement.

2.3. DURANT CRICKET may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not binding.

2.4. Marketing and other promotional materials relating to the works are illustrative only and do not form part of the Contract.

2.5. On completion of work, DURANT CRICKET will issue to the Customer a completion certificate, a warranty and a maintenance document.

3. THE WORKS

3.1. DURANT CRICKET warrants and undertakes that it has exercised and will continue to exercise in the performance of the Works all the skill, care and diligence reasonably to be expected of an appropriately qualified and competent professional contractor experienced in performing the Works in

relation to projects of similar scale, scope, character, complexity and value to the Works.

3.2. The Customer shall make the Site available for DURANT CRICKET so that DURANT CRICKET is able to perform the Works within a defined period, subject to clause 3.3.

3.3. Time of performance and completion of the Works is not of the essence. DURANT CRICKET shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are estimates only.

3.4. The Customer shall be responsible for obtaining any planning permission required in accordance with the Town and Country Planning Act 1990 (Planning Permission) in order to carry out the Works. DURANT CRICKET shall not be liable for any losses arising from the Customer's failure to obtain Planning Permission.

3.5. The Customer shall notify DURANT CRICKET of any Service Pipes on the Site. DURANT CRICKET shall not be liable for any damage caused to any Service Pipes whilst undertaking the Works unless DURANT CRICKET has been notified in writing of the Service Pipes presence and their precise location.

3.6. DURANT CRICKET will use reasonable endeavours to minimize disturbance caused by vehicles and plant required to undertake the Works using the access routes to reach the Site and the area immediately surrounding the Site. DURANT CRICKET shall not be liable for any costs of reinstatement.

3.7. Where access to the Site is required via the property of a third party, the Customer shall ensure all necessary permissions are obtained prior to commencement of any Works on the Site.

3.8. The Customer shall ensure, if so requested, DURANT CRICKET has access to a water supply at the Site.

3.9. DURANT CRICKET shall not be liable for any delay in or failure of performance caused by the Customer's failure to make the Site available, prepare the Site in accordance with DURANT CRICKET's instructions or provide DURANT CRICKET with adequate instructions for performance or otherwise relating to the Works.

3.10. DURANT CRICKET shall not be liable for any losses arising out of the Customer's failure to follow maintenance advice and/or instructions following completion of the Works.

3.11. DURANT CRICKET shall not be liable for the costs associated with the removal of spoil from site, unless otherwise agreed.

4. WARRANTY

4.1. DURANT CRICKET warrants that, for a period of two (2) years from

performance, the Works shall:

4.1.1. conform in all material respects to the Specification

4.1.2. be free from material defects; and

4.1.3. be supplied with reasonable care and skill

4.2. DURANT CRICKET warrants to the Customer that it has the skills, knowledge and experience to fulfil the roles of contractor and designer for the purposes of the Construction & Services (Design and Management) Regulations 2015, SI 2015/51 and that we will allocate adequate resources for health and safety to enable us to perform our duties as contractor and designer.

4.3. All measurements are +/- 1.25% in line with industry acceptable tolerances.

4.4. The Customer warrants that it has provided DURANT CRICKET with all relevant, full and accurate information as to the Customer's requirements and needs.

4.5. The provisions of this Agreement shall apply to any Works that are rectified or re-performed.

4.6. In design of the Works, DURANT CRICKET warrants and undertakes to the Customer that:

4.6.1. any materials which DURANT CRICKET specifies or authorises for use in relation to any part of the Works are in accordance with relevant British standard specifications, codes of practice and good building practice current at the time of specification or authorisation for use.

4.6.2. DURANT CRICKET has not specified and shall not specify any materials identified as potentially hazardous in the edition of the publication "Good practice in the selection of construction materials" published by The British Council for Offices current at the date of this Agreement, or materials which are generally known at the time of use to be deleterious to health and safety or to durability in the particular circumstances in which they are used.

4.7. The Site will be weed or moss-treated by DURANT CRICKET on the basis of the vegetable matter apparent during the Works. DURANT CRICKET will not be liable for any damage resulting from seepage of weed killer from the Site.

4.8. DURANT CRICKET cannot be responsible for, and will have no liability for, weeds or moss returning after treatment of the same.

4.9. The nature of the materials and the processes used in the Works make it unavoidable that apparent variations in texture and colour of the surfacing material may occur. DURANT CRICKET cannot guarantee colour or texture

matching to tolerances closer than those inherent in the materials and processes used.

4.10. DURANT CRICKET will not be liable for wear on the colour spray, line markings, subsidence, clay shrinkage, or ground heave.

4.11. If DURANT CRICKET carries out pressure washing services, DURANT CRICKET will not be held liable for any texture or appearance changes.

4.12. The Customer may be entitled to further warranties from suppliers in respect of materials used in the Works. If applicable, the Customer will be notified of this.

5. CHARGES AND PAYMENT

5.1. The Charges shall be raised via means of an electronically communicated invoice to the customers specified contact details. Durant Cricket can accept no responsibility for the customers failure to provide correct details with regard to invoicing. All orders must be placed via means of an official purchase order. The submission of a purchase order is deemed as an acceptance of the terms and conditions contained within this document.

5.2. The Charges are in GBP (£) and are exclusive of VAT (or equivalent sales tax), which shall be payable by the Customer at the rate and in the manner prescribed by law at the time.

5.3. DURANT CRICKET may increase the Charges with immediate effect by written notice to the Customer where there is an increase in the direct cost to DURANT CRICKET of supplying the relevant Works which exceeds 5% and which is due to any factor beyond the control of DURANT CRICKET.

5.4. Charges for additional works to those listed in the quotation or invoice must be agreed between the parties in advance of the additional works being carried out. In the event additional works are carried out without charges being agreed in advance, these additional works will be charged at DURANT CRICKET's day work rate (available on request)

5.5. The Charges are based on the assumption that excavation will be in normal subsoil, and that no hidden obstacles will be encountered during any part of the work. If rock or running sand, unstable ground, excessive water, any other unforeseen circumstances and/or any Service Pipes not previously advised to DURANT CRICKET are discovered during the Works, DURANT CRICKET reserves the right to charge for any additional work required as a result.

5.6. The Charges are based on deliveries gaining close access to the Site. If double handling becomes necessary due to weather, ground conditions or any other unforeseen circumstances an additional charge may be rendered

subject to the Customer's prior agreement.

5.7. The Customer shall pay all invoices in full without deduction or set-off, in cleared funds within the time limit specified at section 4.3 Part A to the bank account nominated by DURANT CRICKET.

5.8. Time of payment is of the essence. Where sums due under this Agreement are not paid in full by the due date:

5.8.1. DURANT CRICKET may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of the Bank of England from time to time in force, and

5.8.2. Interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment

5.9. DURANT CRICKET may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

5.10. All goods remain the property of DURANT CRICKET until payments of all amounts have been received in full. In lieu of payment, DURANT CRICKET reserves the right to remove all goods and reverse any works carried out, without notice and with no liability for any losses, costs or damages incurred by the customer.

6. ANTI-BRIBERY

6.1. For the purposes of this clause 6 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

6.2. Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

6.2.1. all of that party's personnel

6.2.2. all others associated with that party; and

6.2.3. all of that party's subcontractors; involved in performing the Agreement so comply

6.3. Without limitation to clause 6.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

6.4. Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this

clause 6.

7. ANTI-SLAVERY

7.1. The Customer undertakes, warrants and represents that:

7.1.1. neither the Customer nor any of its officers, employees, agents or subcontractors has: (a) committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015

7.1.2. it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy

7.1.3. its responses to DURANT CRICKET's modern slavery and human trafficking due diligence questionnaire (if issued) are complete and accurate; and

7.1.4. it shall notify DURANT CRICKET immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's obligations under clause 7.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

7.2. Any breach of clause 7.1 by the Customer shall be deemed a material breach of the Agreement incapable of remedy for the purpose of clause 13.1.1 and shall entitle DURANT CRICKET to terminate the Agreement with immediate effect.

8. INDEMNITY AND INSURANCE

8.1. The Customer shall indemnify, and keep indemnified, DURANT CRICKET from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by DURANT CRICKET as a result of or in connection with the Customer's breach of any of the Customer's obligations under this Agreement.

8.2. The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom or European Union to cover its obligations under this Agreement. On request, the Customer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall on request assign to DURANT CRICKET the benefit of such insurance.

8.3. DURANT CRICKET shall take out with insurers of good repute in the United Kingdom or European Union insurance providing an adequate level of cover

in respect of all risks which may be incurred by DURANT CRICKET, arising out of DURANT CRICKET's performance of this Agreement including death or personal injury, loss of or damage to property or any other loss.

9. LIMITATION OF LIABILITY

9.1. DURANT CRICKET's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 9.

9.2. Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:

9.2.1. death or personal injury caused by negligence

9.2.2. fraud or fraudulent misrepresentation; and

9.2.3. any other losses which cannot be excluded or limited by applicable law.

9.3. Subject to clauses 9.2, DURANT CRICKET's total liability arising in accordance with this Agreement shall not exceed the sum of 150% of the Charges

9.4. Subject to clauses 9.2, DURANT CRICKET shall not be liable for consequential, indirect or special losses, including (whether direct or indirect): loss of profit; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); and harm to reputation or loss of goodwill.

10. INTELLECTUAL PROPERTY

10.1. All Intellectual Property Rights in the Documents shall remain vested in DURANT CRICKET.

10.2. DURANT CRICKET grants to the Customer an irrevocable, royalty-free, non-exclusive licence to use and to reproduce the Documents for any purpose in connection with the Works including, without limitation, the execution, completion, maintenance, letting, occupation, management, sale, advertisement, alteration, extension, reinstatement and repair of the same. Such licence shall carry the right to grant sub-licences and shall be transferable to any third party.

10.3. DURANT CRICKET shall not be liable for the consequences of any use of the Documents for any purpose other than that for which they were prepared.

11. CONFIDENTIALITY

11.1. Both parties shall keep confidential all Confidential Information of the

respective party and shall only use the same as required to perform the Agreement.

11.2. The provisions of this clause 11 shall not apply to:

11.2.1. any information which was in the public domain at the date of the Agreement

11.2.2. any information which comes into the public domain subsequently other than as a consequence of any breach of the Agreement or any related agreement; or

11.2.3. any disclosure required by law or a regulatory authority or otherwise by the provisions of the Agreement.

11.3. This clause shall remain in force for a period of five years from the date of the Agreement and, if longer, three (3) years after termination or expiry of this Agreement.

12. FORCE MAJEURE

12.1. A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

12.1.1. promptly notifies the other of the Force Majeure event and its expected duration; and

12.1.2. uses best endeavours to minimise the effects of that event.

12.2. If, due to Force Majeure, a party is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days or a total of more than 30 days in any consecutive period of 60 days the parties shall, within 30 days, renegotiate the Agreement to achieve, as nearly as possible, the original commercial intent.

13. TERMINATION

13.1. DURANT CRICKET may terminate the Contract at any time by giving notice in writing to the Customer if:

13.1.1. the Customer commits a material breach of this Agreement and such breach is not remediable or the Customer commits a material breach of the Agreement which is not remedied within 14 days of receiving written notice of such breach

13.1.2. the Customer repeatedly breaches any of the material terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement

13.1.3. the Customer has failed to pay any amount due under the Agreement

on the due date and such amount remains unpaid within 30 days after DURANT CRICKET has given notification that the payment is overdue; or

13.1.4. any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Agreement or receive any benefit to which it is entitled.

13.2. Either party may terminate the Agreement at any time by giving notice in writing to the other party if:

13.2.1. the other party is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if DURANT CRICKET reasonably believes that to be the case

13.2.2. the other party becomes the subject of a company voluntary arrangement under the Insolvency Act 1986

13.2.3. the other party has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income

13.2.4. the other party has a resolution passed for its winding up

13.2.5. the other party has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it

13.2.6. the other party is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced

13.2.7. the other party has a freezing order made against it

13.2.8. the other party is subject to any recovery or attempted recovery of items supplied to it by a Contractor retaining title to those items

13.2.9. the other party is subject to any events or circumstances analogous to those in clauses 13.2.1 to 13.2.8 in any jurisdiction

13.2.10. the other party takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the procedures described in clauses 13.2.1 to 13.2.9 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

13.3. The right of DURANT CRICKET to terminate the Agreement pursuant to clause 13.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party

agrees to adhere to the Agreement.

13.4. Termination or expiry of the Agreement shall not affect any accrued rights and liabilities of DURANT CRICKET at any time up to the date of termination.

14. DISPUTE RESOLUTION

14.1. The adjudication provisions contained in part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 (SI 1998/649) (the Scheme) shall apply to this Agreement.

14.2. The Technology and Construction Solicitors Association shall be the nominating body for the purposes of paragraph 2(1)(b) of the Scheme.

14.3. If either party intends to dispute the adjudicator's decision it must serve a notice on the other party stating its intention to refer the dispute for final determination by way of arbitration. If neither party serves such notice within 28 days of the adjudicator's decision, the adjudicator's decision will be final and binding on the parties.

15. DATA PROTECTION

15.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve remove or replace, a party's obligations under the Data Protection Legislation.

15.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and DURANT CRICKET is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation)

15.3. Without prejudice to the generality of Clause 15.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to DURANT CRICKET for the duration and purposes of this Agreement.

15.4. Without prejudice to the generality of Clause 15.1, DURANT CRICKET shall, in relation to any Personal Data processed in connection with the performance by DURANT CRICKET of its obligations under this Agreement:

15.4.1. process that Personal Data only on the written instructions of the Customer unless DURANT CRICKET is required by all applicable laws, statutes, regulations from time to time in force ("Applicable Laws") to otherwise process that Personal Data. Where DURANT CRICKET is relying on the laws of a member of the European Union or European Union Law as the basis for processing Personal Data, DURANT CRICKET shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the DURANT CRICKET

from so notifying the Customer

15.4.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

15.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

15.4.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(a) the Customer or DURANT CRICKET has provided appropriate safeguards in relation to the transfer

(b) the data subject has enforceable rights and effective legal remedies;

(c) DURANT CRICKET complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(d) DURANT CRICKET complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data

15.4.5. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators

15.4.6. notify the Customer without undue delay on becoming aware of a Personal Data breach

15.4.7. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Personal Data; and

15.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 15 and allow for audits by the Customer or the Customer's designated auditor.

15.5. DURANT CRICKET shall not appoint any third party processor of Personal Data under this Agreement without the Customers prior written consent.

16. NOTICES

16.1. Any notice or other communication given by a party under this

Agreement shall:

16.1.1. be in writing and in English

16.1.2. be signed by, or on behalf of, the party giving it; and

16.1.3. be sent to the relevant party at the address set out in the Agreement

16.2. Notices may be given, and are deemed received:

16.2.1. by hand: on receipt of a signature at the time of delivery;

16.2.2. by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

16.2.3. by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting

16.3. Any change to the contact details of a party as set out in the Agreement shall be notified to the other party in accordance with clause 16.1 and shall be effective:

16.3.1. on the date specified in the notice as being the date of such change; or

16.3.2. if no date is so specified, 2 Business Days after the notice is deemed to be received.

16.4. This clause does not apply to notices given in legal proceedings or arbitration.

17. CUMULATIVE REMEDIES. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

18. FURTHER ASSURANCE. The Customer shall at the request of DURANT CRICKET, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to this Agreement.

19. ENTIRE AGREEMENT.

19.1. The parties agree that this Agreement and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

19.2. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

19.3. Nothing in this Agreement purports to limit or exclude any liability for

fraud.

20. VARIATION. No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and this Agreement and is duly signed or executed by, or on behalf of, DURANT CRICKET.

21. ASSIGNMENT

21.1. The Customer may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without DURANT CRICKET's prior written consent, which it may withhold or delay at its absolute discretion.

22. SET OFF

22.1. DURANT CRICKET shall be entitled to set-off under this Agreement any liability which it has or any sums which it owes to the Customer under this Agreement or under any other contract which DURANT CRICKET has with the Customer.

22.2. The Customer shall pay all sums that it owes to DURANT CRICKET under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

23. NO PARTNERSHIP OR AGENCY. The parties are independent persons and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

24. EQUITABLE RELIEF. The Customer recognises that any breach or threatened breach of this Agreement may cause DURANT CRICKET irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to DURANT CRICKET, the Customer acknowledges and agrees that DURANT CRICKET is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

25. SEVERANCE

25.1. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

25.2. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may

be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

26. WAIVER

26.1. No failure, delay or omission by this Agreement in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

26.2. No single or partial exercise of any right, power or remedy provided by law or under this Agreement by DURANT CRICKET shall prevent any future exercise of it or the exercise of any other right, power or remedy by DURANT CRICKET.

26.3. A waiver of any term, provision, condition or breach of this Agreement by DURANT CRICKET shall only be effective if given in writing and signed by DURANT CRICKET, and then only in the instance and for the purpose for which it is given.

27. COMPLIANCE WITH LAW. The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with this Agreement.

28. THIRD PARTY RIGHTS. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

29. GOVERNING LAW & JURISDICTION

29.1. The Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

29.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Agreement, its subject matter or formation (including non-contractual disputes or claims).