
Shillingford Parish Council

Minutes of the meeting held on Monday 12th February 2018

Present: Cllrs Carr (Chairman), Turner, Stamp, Parrott, Howard, Miller & TDC Cllr Lake. 22 members of the public present.

1. **Apologies for absence** – Cllr Parrott, TDC Cllr Goodey
 2. **Declarations of Interest** – None declared
 3. **Open Forum** – The Chairman stated that he was prepared to take discussion on Item 7 when it came up on the agenda. No other issues were raised.
 4. **Minutes of last Ordinary meeting 11 December 2017 & Planning meeting 18 January 2018** – Signed as true records of the meetings.
Proposed Cllr Stamp Seconded Cllr Howard. All Agreed.
 5. **County & District Councillors Reports** – TDC Cllr Lake said that monies from the Councillors' community fund had been given to the Village Hall Committee towards the Audio-Visual project. He spoke on the planning enforcement issues relating to the fence erected across the village hall carpark. He and Cllr Goody are meeting the head of planning at TDC next week when the subject will be raised.
 6. **Matters Arising**
 - a) **Ring & Ride Transport** – The Clerk stated that we are still waiting for an update from the review of the routes to find out if it will be extended through the Parish.
 - b) **Audio - Visual Project** – The Chairman of the Village Hall Committee confirmed that they had taken the Audio-Visual project on and the equipment was due to be installed next week. They had received funding from our District Councillors and the contractor has held his quote on last years' prices.
 - c) **Litter Pick and Littering Campaign** - The Clerk reminded the meeting of the Litter Pick arranged for Saturday 24th February starting at 10am from the village hall. Also, the litter campaign material has now arrived and will be put up around the Parish. A member of the public reported witnessing fly tipping. A discussion took place about this and graffiti under the bridge on Waybrook Lane. Members of the public were encouraged to report incidents through the TDC website on line.
 7. **The Village Green and Erection of Fence** –
Current position - The Clerk went through the situation to date. On 4 November 2016, the Parish Council, having heard the Trustees intention to erect the fence, wrote to Trustees appealing for this not to happen. On 7 November the fence was erected. Direct appeals to Mr McKenzie (Trustee) at the time were ignored. On 20 December the responsibility for public liability insurance for the Village Green was handed back to Trustees. The 185 signature Villagers petition was handed to the secretary to Trustees on 22 December. On 11 January The Trustees emptied the contents of the shed on the Village Green into the carpark. These contents included the ride on mower used by the Parish Council to cut the grass on the Village Green, the marquee and other equipment used for community events. This eviction took place even though Trustees had received written confirmation that the shed and contents were covered by the Parish Council main insurance policy. Following a Trustee meeting on 16 January both gates were chained and access denied to the Village Green. On 1 February the breach of planning time expired and Trustees had not removed the fence or applied for planning permission. This matter is with the planning enforcement officer at TDC. On 8 February Trustees wrote to the Parish Clerk requesting the return of £923.67 allegedly paid to them in 2013. The Clerk can demonstrate that no such amount of money was received from Trustees in 2012, 2013 or 2014. A response letter will be discussed later in the agenda. On legal advice the Clerk has gone through the Trust document clause by clause identifying compliance issues and remedial action required. This and a covering letter to be discussed later in the agenda.
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Public liability Insurance for the Village Green – Decision on request from

Trustees to reinstate. – The Chairman allowed members of the public to express their views as to whether this should be reinstated. Representations were also heard from the Village Hall Committee. Following discussion, the Parish Council decided that whilst the bookings for the village hall were being affected by the lack of access to the Village Green and it was acknowledged that the financial impact of this disadvantaged the parishioners as a whole, the principle remained that parishioners money should not be spent on liability insurance that covered a structure that the Parish was in dispute over and whilst the fence remained the public liability insurance should not be reinstated. It was also agreed that any meetings with the Trustees should not be conditional on this.

Proposed Cllr Stamp Seconded Cllr Turner. All Agreed.

Trust Document Analysis – Decision on next steps and actions – The Clerk stated that on legal advice, she had gone through the Trust document and identified the compliance issues and remedial action required. She updated the meeting with legal advice going forward. This analysis (previously circulated) is at appendix a to these minutes. Final wording of the document was agreed for sending to each Trustee via registered post. A date of 31 March 2018 was agreed with no reference back to Trustees before the legal advice, next actions are followed.

Agreement on Wording of Letter to Trustees – The wording of the response letter to Trustees regarding the request for repayment of funds and the covering letter for the Trust document analysis were discussed and approved.

Future of Village Green (Agreement to take action necessary to preserve this facility) – Cllr Miller spoke of the ability of the Parish Council to apply to TDC for the Village Green to be identified as an asset of community value. It was agreed that the Clerk should make this application.

Proposed Cllr Miller Seconded Cllr Howard. All Agreed

8. New Audit Process – Item deferred to the next meeting.

9. Checklist to Assess Investment – Cllr Miller presented a Checklist (appendix b) which could be used as a guide and framework to assess the merits of new project ideas. A discussion took place and it was agreed that this should be used for future project assessment.

10. Highways Issues

Update on use of Salt Spreader – The Chairman reported that he had salted the parish roads 6 times so far this winter. The Clerk stated the Highways dept had enquired as to how much use we had made of the equipment so the update will be passed on.

Condition of Highway - Shillingford Road to Sampsons Road – The Chairman said that this road frequently floods and the surface is very poor. At the recent Highways Conference, he was told it was a Grade 9 listed road, which should be inspected annually. He had been told it would be Inspected within 28 days but there has been no update. Sampsons Hill is accepted as beyond repair but Shillingford Road is likely to deteriorate to the same extent. Clerk to email the Highways dept for update and action.

Delay to Resurfacing Work on Main Road Through Parish – The Clerk updated that the programmed work had been delayed for ‘further inspection’. Information has been requested from Highways with a date for the work to commence. A response is awaited.

11. Finance

11.1 Report - Bank account balance - The Clerk reported the balance as £3850.82 as of 28th January 2018.

11.2 Approval of Budget for 2018/19 (re-presented)- The Clerk said that the budget presented at the December meeting was predicated on a 0% increase in the Precept. As it had been agreed that a 2% increase would be applied for, the budget had been re-calculated and presented for approval. Following discussion, the budget was approved.

Proposed Cllr Carr **Seconded** Cllr Howard. **All Agreed.**

11.3 Elector Fund Grant for Audio Visual Project (£352) - agreement to transfer to Village Hall Committee – Approved

11.4 Approval of Expenditure – Hall Hire for Meeting - £18

- Storage Box & Get Well Card- £6.64

Proposed Cllr Stamp **Seconded** Cllr Carr. **All Agreed**

12. Village Hall Report – The Chairman of the VHC said there was a worrying trend in a decrease in bookings for the Village Hall. This was particularly due to children's parties due to there being no access onto the Village Green.

13. TALC Update – No update received however the last minutes had been circulated.

14. Clerks Correspondence – None

15. Chairman's Remarks – The Chairman thanked the members of the public for their support and participation.

16. Date of Next Meeting – Monday 9 April 2018

The meeting closed at 9.55pm

_____Chairman

Appendix a

Shillingford St George Village Green Trust Document Analysis

Para no.	Clause	Compliance	
1	Definitions	Not contested	Not
2	The trust constituted by this deed (the Trust) and its property (the trust fund) shall be administered and managed by the Trustees under the name of Shillingford St George Village Green	This Trust has been neither administered or managed since it was established on 26 May 2000	Tha Tru doc
3	<p>Objects</p> <p>3.1 The Trustees shall hold the trust fund and its income upon trust to apply them to the provision of the Property and shall accordingly hold the Property to provide and maintain an open space to be known as Shillingford St George Village Green for the benefit of the Inhabitants and to be used forever as an area for informal recreation play or other leisure-time occupations a meeting area or place for community events and for any other lawful purpose consistent with these trust and for the general benefit of the community</p> <p>3.2 The following provisions of this clause are a Statement of the general aims of the Trust to which the Trustees are (subject to the following) to have regard at all times but no part of or provision in such Statement is to qualify derogate from add to or otherwise affect the Objects set out in clause 3.1 and the furtherance of the Objects (which shall in the event of any conflict prevail over such Statement</p> <p>Statement of Aims The Shillingford St George Village Green is to:</p> <ul style="list-style-type: none"> • Make substantial contribution to the life of the whole community • Be able to be enjoyed by people of all ages and physical abilities • Be open and evident to visitors to the Locality as well as Inhabitants • Be an attractive place for people to take air and exercise, meet others and pursue leisure activities and pastimes consistent with shared enjoyment of the whole of the land • Include an area suitable for community events and celebrations • Include significant 'natural' areas where people can enjoy Nature and wildlife at first hand • Make a positive contribution to the local environment and respect the established character of the area 	<p>On Tuesday 7th November 2017 the Trustees erected a fence dissecting the village hall carpark and denying vehicular access to part of the car park and the Village Green. As of Tuesday 16th January 2018, The Trustees chained the gates and denied all access to the Village Green. The Trustees have accused the users of the Village Green of committing a Criminal Offence contrary to S 34 Road Traffic Act 1988</p> <p>See statement of aims</p> <p>None of the Statement of Aims are being met</p>	See Tha Gre enj

	<ul style="list-style-type: none"> Remain safely and conveniently accessible for Inhabitants' homes 		
4.1	In furtherance of the objects but not otherwise the Trustees may exercise any of the following powers		
4.1.1	To raise funds and invite and receive contributions and in so doing (without prejudice to the generality of the foregoing)	The original design of the Village Green has not been realised. Trustees have not been proactive in raising funds or applying for grants to improve the facilities of the Village Green. They have deferred any responsibility for maintenance to the Parish Council who since 2012 have covered all financial costs	Tha ber see the Vill
4.1.1.1	To accept subscriptions and donations (whether of real or personal estate) and devises and bequests of Other Property		
4.1.1.2	To take such steps by personal or written appeals, public meeting so or otherwise as may from time to time be deemed expedient, for the dissemination of information or education or for the purposes of procuring contributions to the trust fund in the shape of donations, annual subscriptions or otherwise		
4.1.1.3	To apply for or otherwise solicit the award of any grant donation or advance from any foreign national or local body empowered to make the same and to accept and apply the same (if made) subject to any condition attaching thereto provided that any such condition shall not detract from or limit the Objects Provided that in raising funds the Trustees shall not undertake any substantial permanent trading activity and shall conform to any relevant statutory regulations		
4.1.2	To purchase take on lease hire or otherwise acquire any interest in the Property and any rights or privileges appurtenant thereto and to construct thereon only such buildings equipment structures and facilities as ensure compliance with clause 4.2	See comments re 4.2	
4.1.3	To maintain and manage or arrange for the maintenance and management of the Property provide, endow, furnish and fit out the Property as the Trustees may from time to time consider appropriate with plants, trees, shrubs and other equipment	The Trustees have not demonstrated any consideration with regard to this clause other than the deference of maintenance	The wel this all
4.1.4	To take such steps as the Trustees may from time to time consider appropriate to increase the suitability of the Property as a place on or from which to enjoy nature and natural beauty	The Trustees have not demonstrated any consideration with regard to this clause	As
4.1.5	To buy, take on lease or in exchange, hire or otherwise acquire any Other Property and to maintain and equip it for use	-	
4.1.6	Subject to the provisions of clause 4.3 to dispose of the Property only where the same can no longer be used to fulfil the Objects of the Trust	The Property is suitable for its intended use but access to it has been denied	Ren the acc AIM
4.1.7	Subject to any consents required by law to sell, lease or otherwise dispose of all or any part of the Other Property comprised in the Trust fund	-	
4.1.8	Subject to any consents required by law to borrow money and to charge the whole or any part of the Other Property but not (for the avoidance of doubt) the Property or any part thereof with repayment of the money so borrowed	The Parish Council is not aware of any money owed by the Trust	
4.1.9	To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or of similar purposes and to exchange information and advice with them	The Trustees have repeatedly ignored the wishes of the beneficiaries and have refused to properly communicate or meet with the Parish Council or the Shillingford St George Village Hall Committee	The Geo wel rela beh
4.1.10			No

<p>4.1.11</p> <p>4.1.12</p> <p>4.1.13</p> <p>4.1.14</p> <p>4.1.15</p>	<p>To establish or support any charitable trusts, associations or institutions formed for the Objects or any of them To appoint and constitute such advisory committees as the Trustees may think fit</p> <p>To employ such staff (who shall not be Trustees) as are necessary for the proper pursuit of the Objects and to make any reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants</p> <p>To permit any investments comprised in the trust fund to be held in the name of any clearing bank, any trust corporation, any stockbroking company which is a member of the Stock Exchange (or any subsidiary of such a stockbroking company) or any solicitor or nominee company controlled by a solicitor as nominee for the Trustees and to pay any such nominee reasonable and proper remuneration for acting as such</p> <p>To delegate to any one or more of the Trustees the transaction of business or the performance of any act required to be transacted or performed in the execution of the trusts hereof and which is within the professional or business competence of such trustee or Trustees: Provided that the Trustees shall exercise reasonable supervision over any trustee or Trustees acting on their behalf under this provision and shall ensure that all their acts and proceedings are fully and promptly reported to them</p> <p>To do all such other lawful things as are necessary for the achievement of the Objects</p>	<p>No such organisations have been established to our knowledge No advisory committees have been established to our knowledge</p> <p>This is a matter for Trustees</p> <p>It is the understanding of the Parish Council that no Trust fund exists</p> <p>This is a matter for Trustees</p> <p>The Trustees have obstructed the Objects of the Trust by failing to allow the Village Green to be used in accordance with the Trust. The Trustees have failed to run the Trust in accordance with the Trust document or to demonstrate appropriate governance.</p>	<p>A g sho act Tru No</p> <p>No</p> <p>No</p>
<p>4.2</p> <p>4.2.1</p> <p>4.2.2</p>	<p>The Trustees shall not at any time lay any surface or create or erect any building or structure on the Shillingford St George Village Green or permit or suffer the same save that</p> <p>Any building, facility or artificial surfacing existing on or at the Property at the date hereof may be retained and maintained or altered to fulfil some other purpose consistent with the Objects</p> <p>A lockable storage building and/or garage may be constructed or any equipment reasonably needed to maintain the Property and for use in the Property</p>	<p>The shed complies with the Trust document and with planning permission but on 11 January 2018 the Trustees evicted the contents of the shed. These contents were entirely for the maintenance of the Village Green and for the running of community events</p>	

<p>4.2.3</p>	<p>Children’s play equipment and any associated surfacing may be provided to compliment the opportunities for informal play on the remainder of the Property</p>	<p>This is a matter for Trustees</p>	<p>Wh cur con Par 201 Inh</p>
<p>4.2.4</p>	<p>One or more special features (which include bandstands and like constructions but not buildings) may be provided on the Property</p>	<p>This is a matter for Trustees</p>	<p>No</p>
<p>4.2.5</p>	<p>Surfaced paths as the Trustees consider appropriate may be provided</p>	<p>This is a matter for Trustees</p>	<p>No</p>
<p>4.2.6</p>	<p>Access for use by people with mobility problems may be provided</p>	<p>Currently there is no access to disabled or abled bodied people</p>	<p>Fre res sho per the Acc ens to e</p>
<p>4.2.7</p>	<p>A car parking area which may be extended as required may be provided But provided that</p>	<p>Having permitted the carparking area adjacent to the Village Green to be extended, it was re surfaced through fund raising efforts. This extended carpark has been regularly used by people using the Village Green and Village Hall for many years. The Trustees removed this facility by erecting a fence across the Village Hall carpark, driving fence posts through the tarmac and denying vehicular access to the tarmacked area on the Village Green side of the fence. This has created a safety issue for school children who can no longer be picked up and dropped off in this area. It has displaced vehicles onto the highway causing safety issues for drivers and pedestrians and has had an impact on the hire of the Village Hall. Having invested in accessible toilets in the Village Hall, persons with access challenges are unable to use the hall if the carpark is full and they cannot be dropped at a suitable place</p>	<p>As</p>

<p>4.2.7.1</p> <p>4.2.7.2</p> <p>4.2.7.3</p>	<p>Such planning and other necessary consents as are required to be obtained shall be obtained for and prior to commencement of any such work</p> <p>Save for any storage buildings, no part of the Property shall be dedicated for use by one particular group of Inhabitants or visitors in such a way as to exclude other Inhabitants or visitors from using that part of the land on foot at any time</p> <p>Nothing in this clause shall prevent the erection and use of structures or equipment for short events that are open to the whole community provided that the structures and equipment are removed at the end of each such event</p>	<p>No such planning consent was applied for and the fence that dissects the Village Hall carpark is in breach of the original Change of use Planning Consent</p> <p>Inhabitants and visitors are totally excluded from ALL parts of the Property due to the Trustees locking the gates and posting a 'closed' notice</p> <p>This is a matter for Trustees</p>	<p>The be</p> <p>Have liab Tru doc the Vill The Tru any be</p> <p>No</p>
<p>4.3</p>	<p>If the Trustees decide at any time that the Property is no longer suitable for the purposes set out in clause 3 and that it is necessary or advisable to discontinue the use of the Property in whole or in part for the purposes stated in clause 3 it shall call a meeting of the Inhabitants of which meeting not less than fourteen days' notice (stating the terms of the resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the Property and advertised in a newspaper circulating in the Locality and at which meeting the Trustees are (to the extent the same are formulated) to put forward lay out explain and report on the progress of any proposals for the provision of replacement Property and if such decision shall be confirmed by three-quarters (to the nearest whole number) of such Inhabitants present and voting at such meeting the Trustees may sell the Property or any part thereof. All monies arising from such sale (after satisfaction of any liabilities properly payable thereout) shall be applied in the purchase of other property approved by the Trustees and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) and meanwhile such monies shall be invested and any income thereof in like manner as an addition to and to be applied as the capital of such investments or shall be used in furthering the purposes specified in this deed</p>	<p>The Property is viable as a Village Green</p>	<p>Sho Gre wo Pro ord we</p>
<p>5</p> <p>5.1</p> <p>5.2</p>	<p>APPOINTMENT OF TRUSTEES</p> <p>Subject to the provisions of clause 8 the first Trustees shall hold office for the following periods respectively :- <i>10 Trustees are named including Michael Arthur Titball and Diane Elizabeth Courtney who are both now deceased</i></p>	<p>The Trustees vacancies have not been filled</p>	<p>The rep uph acc Add Loc</p>

<p>5.3</p> <p>5.4</p> <p>5.5</p>	<p>The Trustees for the time being shall at least once in each year otherwise as may be appropriate consider what number of trustees is the optimum and what numbers of general Trustees and nominated Trustees are to comprise that optimum number and will thereupon take all steps as are lawful and appropriate to achieve such optimum with such composition</p> <p>Every general trustee shall be appointed for a term of four years by a resolution of the Trustees passed at a special meeting called under clause 13. If a general trustee is to be appointed to replace a general trustee who is leaving office he or she may be appointed not more than three months before the other general trustee leaves office but shall not take office until the other general trustee has left office. In such a case the retiring general trustee shall not be entitled to vote in favour of his or her own appointment. Where a general trustee is or is to be appointed to replace a general trustee who is leaving or has left office before the expiry of his term of appointment that newly appointed trustee shall (subject to the provisions of this deed) hold office only until the expiry of the term of appointment of the trustee whom he replaces</p> <p>In selecting persons to be appointed as of persons to be appointed as general trustees, the Trustees shall take into account the benefits of appointing a person who through residence, occupation, employment or otherwise has a special knowledge of the Locality or who is otherwise able by virtue of his or her personal or professional qualification to make a contribution to the pursuit of the Objects or the management of the Trust</p> <p>If for any reason general trustees cannot be appointed in accordance with the foregoing provisions, the statutory power of appointing new or additional Trustees shall be exercisable</p>	<p>The Trustees have not demonstrated such consideration</p> <p>This appears to be contradictory to 5.1 which states that general trustees are in office until retirement.</p> <p>No Trustees have been appointed since the creation of the Trust</p> <p>No comment</p>	<p>Tru vac sho Tru no</p> <p>No</p> <p>An sel use app</p> <p>Wit Loc wh acc</p>
<p>6</p> <p>6.1</p> <p>6.2</p> <p>6.3</p>	<p>APPOINTMENT OF NOMINATED TRUSTEES</p> <p>One nominated trustee may be appointed by any body or authority selected or chosen to nominate trustees pursuant to clause 5.2</p> <p>Each appointment shall be made for a term of four years at a meeting convened and held according to the ordinary practice of the appointing body. The chairman of the meeting shall cause the name of each person appointed to be notified forthwith to the Trustees. The person appointed may be, but need not be, a member of the appointing body</p> <p>If any appointing body does not exercise its power of appointment within one year of it firstly being granted or a nominated trustee appointed by it ceasing to be a trustee then the power of such body or authority to appoint a nominated trustee shall cease</p>	<p>No nominated trustees have been appointed</p> <p>No comment</p> <p>No comment</p>	<p>In c Tru Inh prin Inh offe ord rela tern Vill offe</p> <p>No</p> <p>Wit Loc</p>

	If for any reason Trustees cannot be appointed in accordance with the foregoing provisions, the statutory power of appointing new or additional Trustees shall be exercisable		wh acc
7	<p>ELIGIBILITY FOR TRUSTEESHIP</p> <p>7.1 No person shall be appointed as a trustee:</p> <p>7.1.1 Unless he or she has attained the age of eighteen years; or</p> <p>7.1.2 In circumstances such that, had he or she already been a trustee he or she would have been disqualified from office under provisions of the following clause</p> <p>7.2 No person shall be entitled to act as a trustee whether on a first or on any subsequent entry into office until after signing in the minute book of the Trustees a declaration of acceptance and willingness to act in the trust hereof</p>	<p>No comment</p> <p>This is a matter for Trustees</p>	<p>As s reti Tru the pec the</p> <p>Op pro Tru to t</p>
8	<p>DETERMINATION OF TRUSTEESHIP</p> <p>A Trustee shall cease to hold Office if he or she</p> <p>8.1 Becomes incapable by reason of mental disorder, illness, or injury of managing and administering his or her own affairs</p> <p>8.2 Is absent without the permission of the Trustees from three consecutive meetings and the Trustees resolve that his or her office be vacated; or</p> <p>8.3 Notifies to the Trustees a wish to resign (but only if at least two Trustees will remain in office when the notice of resignation is to take effect)</p>	<p>It is believed that Mavis Titball no longer has mental capacity</p> <p>Trustees have held meetings where not all Trustees have been invited</p> <p>No Trustees have resigned</p>	<p>In v Mic and pro Titt Tru</p> <p>Tru ALL rec una</p> <p>The con res Mic Ang dat is s by run the</p>
9	<p>VACANCIES</p> <p>9.1 If a vacancy occurs the Trustees shall note the fact in their minute book at their next meeting. Any eligible trustee may be re-appointed</p> <p>9.2 So long as there shall be fewer than two Trustees none of the powers or discretions hereby or by law vested in the Trustees shall be exercisable except for the purpose of appointing new Trustee or Trustees save where clause 9.3 applies</p> <p>9.3 A nominated trustee may alone assume all the powers duties and discretions of the Trustees for the period between two Annual General Meetings held pursuant to clause 19 if:</p> <p>9.3.1 No other trustees are appointed for that period: and</p> <p>9.3.2 A simple majority of persons attending the first of the two Annual General Meetings approves</p>	<p>Vacancies have occurred and remain unfilled</p> <p>No comment</p> <p>No comment</p>	<p>See</p> <p>No</p> <p>No</p>
10	<p>ORDINARY MEETINGS</p> <p>The Trustees shall hold at least two ordinary meetings a year</p>	Trustees meetings have been held without the required 21	Tru uni

		days' notice and some Trustees have not been invited to or advised of meetings	uph and Tru sho
11	<p>CALLING MEETINGS</p> <p>The first meeting of the Trustees shall be called by Michael John Selby Heard or if no meeting has been called within three months after the date of this deed by any two of the Trustees. Subsequent meetings shall be arranged by the Trustees at their meetings or may be called at any time by the chairman or any two Trustees upon not less than twenty-one days' notice being given to the other Trustees</p>	No comment	No
12	<p>CHAIRMAN</p> <p>The Trustees at their first ordinary meeting in each year shall elect one of their number to be chairman of their meetings until the commencement of the first ordinary meeting in the following year. The chairman shall always be eligible for re-election. If the chairman is not present within ten minutes after the time appointed for holding a meeting or there is no chairman the Trustees present shall choose one of their number to be chairman of the meeting</p>	Trustees have not held regular meetings since the Trust was established	Reg and an
13	<p>SPECIAL MEETINGS</p> <p>A special meeting may be called at any time by the chairman or any two Trustees upon not less than seven days' notice being given to the other Trustees of the matters to be discussed but if the matters include an appointment of a trustee or a proposal to amend any of the trusts of this deed then upon not less than twenty-one days' notice being so given. A special meeting may be called to take place immediately after or before an ordinary meeting</p>	The seven days' notice period has not been adhered to for the last two Trustees meetings	To Tru me
14	<p>QUIORUM</p> <p>There will be a quorum when at least one-third of the number of Trustees for the tie being or two Trustees, whichever is the greater, are present at a meeting</p>	No comment	No
15	<p>VOTING</p> <p>Every matters hall be determined by a majority of votes of the Trustees present and voting on the question. The chairman of the meeting shall have a casting vote whether he or she has not voted previously on the same question but no trustee in any other circumstances shall give more than one vote</p>	This is a matter for Trustees	No
16	<p>MINUTES</p> <p>The Trustees shall keep minutes, in books kept for the purpose, of the proceedings at their meeting and shall promptly publish the same after approval in such a manner as could reasonably be considered appropriate to inform any relevant Inhabitant of the minutes of all its meetings (save where the same extend to matters of commercial sensitivity or confidentiality) and a summary of the financial position of the Trust as presented (if presented) to any such meeting</p>	The Trustees have never published minutes of their meetings or financial information. The Parish Council requested (letter dated 4 November 2017) a copy of the minutes of the Trustee meeting where Trustees decided to erect the fence. No minutes have been provided	Tru me beg info The offe ena
17	<p>ACCOUNTS</p> <p>The Trustees shall comply with their obligations with regard to:</p> <p>17.1 The keeping of accounting records for the Trust</p> <p>17.2 The preparation of annual statements of account for the Trust</p> <p>17.3 The auditing or independent examination of the statements of account of the Trust</p>	No accounts have been published	Tru hist and auc

<p>18</p> <p>18.1</p> <p>18.2</p> <p>18.2.1</p> <p>18.2.2</p> <p>18.2.3</p>	<p>CONSULTATION</p> <p>The Trustees may appoint and if appointed maintain in being in such manner as they consider to be proper a group of interested Inhabitants to advise the Trustees on the continued care maintenance and use of the Shillingford St George Village Green</p> <p>When (for whatever reason) the only Trustees are nominated trustees such Trustees must in the performance of their duties:</p> <p>Consult with any group appointed under 18.1 or if no such group is appointed</p> <p>Use all reasonable endeavours to ascertain the views of Inhabitants or representatives of Inhabitants in respect of such performances; and</p> <p>Use all reasonable endeavours to locate and appoint appropriate general trustees reviewing the position at least at each Annual General Meeting</p>	<p>The Trustees have not established a group of interested Inhabitants and despite a 185-signature petition against the fence and individual and numerous personal appeals from Inhabitants, have refused to listen and act accordingly in the best interests of Inhabitants as a whole</p>	<p>Tru imp infl the the Inh</p>
<p>19</p> <p>19.1</p> <p>19.2</p> <p>19.3</p> <p>19.4</p> <p>19.5</p> <p>19.6</p>	<p>ANNUAL GENERAL MEETING</p> <p>There shall be an annual general meeting in connection with the Trust which shall be held in the month of November in each year or as soon as practicable thereafter. The meeting shall be convened to seek the views and opinions of Inhabitants on the use and enjoyment of the Property and the appointment of Trustees</p> <p>All Inhabitants shall be entitled to attend the Annual General Meeting</p> <p>The first and any subsequent Annual General Meeting after the date of this deed shall be convened by the Chairman or (in default) by any two Trustees. Public notices of every Annual General Meeting shall be given in the area of benefit at least fourteen days before the date thereof by affixing a notice to some conspicuous place or places at the Property and advertising in a newspaper circulating in the Locality</p> <p>The Chairman of an Annual General Meeting shall be the Chairman for the time being of the Trustees. In his absence the vice-chairman (if any) shall take the chair but, if neither is present, the person present shall, before any other business is transacted, appoint a chairman of the meeting</p> <p>The Committee shall present to each Annual General Meeting the report and accounts of the Trust for the preceding year</p> <p>So far as is consistent with their duties and responsibilities the Trustees shall pay due regard to any reasonable expression of opinion or suggestion made at such meeting including (without limitation) any views on how their powers under this deed are being or have been exercised and who should or may be appointed a trustee of the Trust</p>	<p>No Annual General Meetings have been held and specifically there was no AGM in November 2017 and no meeting has been held to date</p> <p>This opportunity has not been afforded</p> <p>No public notices have been posted advertising any meetings of Trustees</p> <p>No comment</p> <p>No report and accounts have been published</p> <p>The view of the Inhabitants has been consistently ignored including the villagers petition against the fence and individual requests for a copy of the Trust document and requests for a meeting with Trustees</p>	<p>Tru Me pub doc ena Inh req fulf doc Inh hee reg wit run</p>
<p>20</p>	<p>GENERAL POWER TO MAKE REGULATIONS</p> <p>Within the limits of this deed the Trustees shall have full power from time to time to make regulations for the management of the Trust and for the conduct of their business, including the calling of meetings, the deposit of money at a bank and the custody of documents</p>	<p>This is a matter for Trustees</p>	<p>No</p>
<p>21</p>	<p>SPECIFIC POWER TO MAKE REGULATIONS</p>	<p>No regulations have been made to our knowledge</p>	<p>No</p>

	<p>The Trustees shall have power from time to time to make regulations governing the enjoyment and use of the Property providing that such regulations do not detract from the objects of the Trust or from the Statement of Aims in clause 3.2 (subject as qualified in that clause) and do not prevent access on foot to any part of the Property (other than storage buildings of the like) free of charge at any time during daylight hours. The trustees shall publish or otherwise draw to the attention of Inhabitants in such a manner as they see fit all such regulations and any variations or amendments thereto</p>		
22	<p>BANK ACCOUNT Any bank account in which any part of the trust fund is deposited shall be operated by the Trustees and shall be held in the name of the Trust. All cheques and orders for payment of money from such account shall be signed by at least two Trustees</p>	This is a matter for Trustees	No
23	<p>TRUSTEES NOT TO PERSONALLY INTERESTED Subject to clause 24.2 no trustee shall acquire any interest in property belonging to the trust (otherwise than as a trustee for the Trust) or receive remuneration or be interested (otherwise than as a trustee) in any contract entered into by the Trustees</p>	This is a matter for Trustees	No
24	<p>INSURANCE</p> <p>24.1 The trustees shall ensure that proper and adequate insurance is effected and maintained in respect of all the property and assets of the Trust and against all usual risks and liability</p> <p>24.2 The Trustees shall have power to provide indemnity insurance for themselves out of the income of the Trust. The insurance shall not extend to (1) any claim arising from any act or omission which (a) the Trustees knew to be a breach of trust or breach of duty; or (b) was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not; and (2) the cost of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Trust</p>	<p>Trustees have abdicated all responsibility for insurance and have failed to assure themselves that appropriate insurance is in place</p> <p>It is a matter for Trustees as to whether indemnity insurance is in place however as demonstrated in this Trust document analysis, the numerous breaches of the Trust document and the reckless disregard of Trustees in their actions in erecting the fence and denying access to the Village Green combined with the repetitive failure of Trustees to respond to the appeals from the Inhabitants will make any indemnity insurance null and void</p>	<p>Tru insu</p> <p>Eac acti inv or r the Tru Tru con the and ena and the</p>
25	<p>AMENDMENT The Trustees ay amend any of the provisions of this declaration save those in 25.2 below by deed no amendment may be made: Without the sanction of the majority of Inhabitants present and voting at an Annual General Meeting convened under clause 19 Hereof where notice of such amendment is given in the notice convening the meeting and Which would be inconsistent with the aims and objects set out in clause 3 or would permit disposal of or the creation of a charge on the Property than in accordance with clause 4.3 The following clauses of this declaration may not be amended: 1:2:3:4.1.8:4.2:4.3:18:19.1:19.2:19.6:21:25</p>	No amendments have been made to our knowledge	No

Appendix b
Checklist for projects

- Is there a need for this service/asset in the community?
 - What is the best way to meet this community need?
 - How often will the chosen asset/service be used?
 - Is there anybody who leads the project and put his/her time into the project and will organise it in the future?
 - Which organisation will lead the project? What is the role of the Parish Council (leading, supporting)?
 - How much is the initial investment? How is the initial investment funded? Are there any grants available either for the Parish Council or for another organisation?
 - How much regular cost is expected after the investment? (maintenance, insurance). Who will pay for it?
 - If the project involves purchasing an asset will it be a Parish Council asset and be in the Asset Register?
 - Where the asset will be held?
 - Is there any income expected to be generated by the asset, service, etc? Who will get it? Will it be shared? If the Parish Council did not get any income – or not all of it – how will this income returns to the community?
 - Is the asset secured for the use of the community? Are there any agreements in place to be sure that the asset cannot be sold without the Parish Council's permission?
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