



MINUTES OF MEETING OF AMENITIES COMMITTEE
13 June 2022
10:00, Woolton Hill Church Hall

Chairman: Cllr Rand (Chair)
Present: Councillors Mr P Hurst, Mrs S Cooper,
Clerk: Amy White

1. Welcome and apologies

Cllr Rand welcomed everyone to the meeting.

2. Declarations of Interest

None.

3. To Agree Minutes of Previous Meeting

The minutes of the meeting held on 16 May 2022 were agreed and accepted by the Chairman, Cllr Rand.

4. Actions from previous Meeting

Date	Action
14/03/22	To suggest to full council that Amenities be able spend up to £1000 excl VAT per item for any 'urgent maintenance' e.g. unsafe tree or broken play equipment. To take to Finance Committee November 2022.
16/05/22	Action: Clerk to ask Naturally Trees to confirm in writing the necessary action required on the oak in question. To ask Highclere Tree Works to formally quote for the extra work required. Actioned- see item 5.
16/05/22	Action: Clerk to investigate a new fence and gate for the rec ground and repairing the iron bar gate. Actioned- Bill Woodey will quote for a new gate and fence repair.
16/05/22	Action: Clerk to investigate who Heath End and Woolton Hill rec ground is registered to. Clerk to ask Scofell to weed kill the mossy area. Actioned- Clerk has asked for an update on whether this has been completed.
16/05/22	Action: Clerk to send details of Nicola Sutton to BDBC. Actioned- see item 9.
16/05/22	Action: Clerk to clarify who owns the trees (currently the school thinks that they are owned by HCC). Actioned- they are owned by HCC. The administrator at the school has reported one tree has ash die-back and the other one should be removed as a precaution. The clerk has asked for the HCC report to be sent to EWPC.

5. Recreation ground update

Trees: Highclere Tree Works has completed all tree work.

Graffiti: There has been a large amount of graffiti in the rec ground, disappointingly on the brand new table tennis tables, the zip wire pole, grey bins and infant school sign. Cllr Rand has organised the cleaning with the person responsible and the majority of the cleaning has been resolved.

The infant school was unsatisfied with cleaning of the school sign, which was badly scratched in the cleaning process. As such, the person responsible will pay for the replacement sign, but in order to keep their anonymity, they will pay the cost of the replacement sign to the Council, and the Council will pay for the cost of the sign (see Butlers quote below) on their behalf.

CCTV Update: All cameras can now be accessed on the Clerk's phone.

Heath End Rec: The Clerk has been to Hampshire Archives in Winchester and found what we believe to be the deeds confirming EWPC's ownership of the HE site.

Action: Clerk to send pictures of deeds to Surrey Hills Solicitors (recommended by our internal auditor as a specialist in assisting parish councils: <https://www.surreyhillssolicitors.co.uk/ian-davison>) to determine costs for registering land to EWPC.

6. EWH- current situation

See item 5, above, regarding the HE site. The Clerk has also made contact with Newbury Weekly News to organise an advertisement for EWH.

7. Parish Field update

Elliot Cohen memorial- the Committee has received a few requests to improve the memorial, situated on Church Road. The Clerk will get quotes to take to the full council meeting.

Action: Clerk to obtain quotes for the relettering and cleaning of the Elliot Cohen memorial.

8. S106 play equipment update

The Clerk has agreed to pay for the picnic tables upon an agreement of a 30-day payment window from delivery. The Clerk will sign the agreement and send back to the company.

Any left-over monies will be used to place more benches around the parish. The Clerk has received a request to place a bench near the doctor's surgery- the Committee is sympathetic to this location and will add it to the list for consideration.

9. Meadowbrook update of handover to BDBC

Solicitor Nicola Sutton of Foot Anstey will work on behalf of EWPC regarding the handover of land. **See the letter of instruction attached to the minutes.**

10. Finance Update

Once the Finance Committee has met later in the year (likely November, pre full council meeting), the Amenities Committee will review its costs with the view to make formal recommendations to full council.

Action: Clerk to organise finance committee meeting in November

11. General Maintenance

Dick Randall has completed identified remedial works in the WH playground, namely removing the exposed bolt in the ground by the bucket swing, cutting back the exposed and netting and removing and replacing a rusty bolt on one of the multi units.

Cllr Rand passed on his thanks on behalf of EWS for the use of the WH recreation ground for the Queen's Jubilee on 05 June 2022, which went incredibly well.

12. St Thomas' Church Fete

2nd July: Cllr Hurst suggested this is a good opportunity to highlight the work that Amenities is doing.

Action: Clerk to investigate roller signs with new EWPC logo.

Action: Cllr Rand and Hurst to pick out headlines from the APM minutes to discuss at the fete.

13. Items to take to next meeting

Lectern update from Cllr Rand

Actions from 13 June 2022

Action: Clerk to obtain quotes for the relettering and cleaning of the Elliot Cohen memorial.

Action: Clerk to organise finance committee meeting in November

Action: Clerk to investigate roller signs with new EWPC logo.

Action: Cllr Rand and Hurst to pick out headlines from the APM minutes to discuss at the fete.

**Next Full Amenities Meeting:
Tuesday 12th July 2022, 10am, WHCH.**

The Parish Clerk
East Woodhay Parish Council
Gulpton Ash
Tile Barn
Woolton Hill
Newbury
RG20 9UX

Our Ref: nfs/icc/253822/1

Your Ref:

Date: 20 May 2022

When calling please ask for: Nicola Sutton

e-mail: nfs@footanstey.com

Direct Line: +44 238 017 3047

Direct Fax: +44 2380 172220

Dear Amy

Transfer of Land from Basingstoke & Deane Borough Council to the Parish Council

We thank you for your instructions. At Foot Anstey our aim is to ensure that we deliver an efficient and effective service to you at reasonable cost. This letter together with our Terms of Business sets out the basis on which we will act for you and confirms our understanding of your instructions.

1. CONFIRMATION OF INSTRUCTIONS

You have asked us to act for you in the transfer of public open space at land at Harwood Paddock, Woolton Hill, Newbury.

The work we will be carrying out is as follows:

1. draft, negotiate and agree the transfer of the property; and
2. prepare and submit to the Land Registry the application for the registration of the transaction at the Land Registry;

Please note that we will not be carrying out any other work in relation to this transaction other than that which is expressly set out above.

Other than expressly detailed in this letter we have excluded from the scope of our instructions any advice of a financial, tax or accounting nature relating to the commercial merits of your arrangements. You should carefully consider whether to obtain advice in that regard, whether from our specialist tax team at Foot Anstey, an accountant or other professional specialising in tax matters. We are entitled to rely on any advice and information you receive from your accountants, tax or other financial advisers and are not under any obligation to verify such information or advice.

Please let us know immediately if we have misunderstood the position, or omitted anything significant. It is important to avoid any misunderstanding as to the scope of our work and what you are expecting from us particularly if our fees are based on this information and if other third parties are involved in the matter.

2. CLIENT

You are our client and we will take instructions from you unless you tell us otherwise in writing. Our correspondence with you is confidential and our advice may be relied upon only by you. We owe no duty of care to any third party unless otherwise agreed in writing.

3. WHO WILL CARRY OUT THE WORK

Nicola Sutton who is a Legal Director will be responsible for your matter and your first point of contact.

The partner with responsibility for the day to day supervision of this matter is Nicola Sutton. If appropriate other members of staff may assist.

The details of those assisting with your matter are as follows:

NAME	CONTACT DETAILS	STATUS AND RESPONSIBILITY	HOURLY CHARGE RATE
Nicola Sutton	+44 238 017 3047 nfs@footanstey.com	Legal Director with day to day responsibility and co-ordination.	£370
Shylee Doolabh	+44 238 017 3061 sfd@footanstey.com	Legal Support Assistant	N/A
Imogen Crarer	+44 23 8144 8247 Imogen.crarer@footanstey.com	Trainee Solicitor assisting	£160.00

4. LEVEL OF SERVICE

We will act in accordance with your instructions and will contact you when we require you to supply information or to take any action. We ask that you deal with these requests promptly.

We aim, where appropriate, to respond to your letters and emails within four working days and to telephone calls within one working day. We will keep you informed of the progress of your matter and any unexpected changes or delays.

5. TIMETABLE

There are currently no key dates relevant to your work.

If there are changes in circumstance which are likely to impact on this timetable then we will advise you as soon as we reasonably can. Similarly if you become aware of any significant factors which may result in changes then let us know and we will review the timetable.

6. OUR FEES

The hourly rates that apply in this matter are set out above under Who will carry out the work.

Based on your instructions we have agreed a fee of £850 plus VAT. If due to circumstances your instructions change or we become aware of any unforeseen additional work that is required we will discuss with you any additional fees and agree this with you. In this event we may revise our fixed fee or bill you for work based on our usual hourly rates.

VAT will be added to these rates. In addition we will charge you for expenses incurred, plus VAT where appropriate.

We will also discuss with you whether additional costs may affect the benefit to you in the continuing with the matter.

If the matter does not proceed for any reason then our charges will be based on a time spent basis at our usual hourly rate/the hourly rates set out above. If the matter does not proceed for any reason and we have agreed a fixed fee then our charges will be based on a time spent basis at our usual hourly rate but we will not exceed the fixed fee.

We also anticipate other fees (incurred in connection with your matter and reflecting our service costs) as follows:

NATURE OF OTHER FEE	AMOUNT	VAT
Bank charges	£25.00 (each)	£ 5.00 (each)

7. ASSUMPTIONS

When considering the costs and timescales we have made the following assumptions:-

1. that the seller and their solicitors will act reasonably and conduct the matter in an efficient and timely manner;
2. we receive any instructions or information from you, and also receive information from your other professional advisors promptly when requested;
3. the structure of the transaction will not significantly change during the course of the transaction; and
4. the Seller's title is not defective.

If any of these assumptions do not hold then this may affect timescales and/or the eventual amount of our fees.

8. DISBURSEMENTS

We anticipate that the following disbursements (expenses we incur on your behalf, the cost of which is passed on to you without any additional charge by the firm) will be incurred in this matter:

NATURE OF DISBURSEMENT	AMOUNT
Land Registry Fee	£20
Official Copies	Circa £8
Total due for disbursements	£28

9. OVERALL COST

The total overall cost based on the information known at this stage is therefore likely to be as follows:

Total fees, including VAT:	£1,020.00
Total disbursements, including VAT:	£28
Total estimated overall cost, including VAT:	£1,048.00

10. BILLING

We will normally bill you upon completion of your purchase.

However, if your Transfer does not complete with three months from our instruction we reserve the right to invoice you by way of an interim bill for time spent on your matter to date but not exceeding the agreed fee. Payment of this interim bill will be required **within 7 days from the date of the invoice** and not on the completion of the matter. Failure to settle any interim bills issued may result in our ceasing work for you on this or any other matter that we are instructed.

Our costs are payable upon completion of your transaction or **within 7 days from the date of an invoice** should your matter not proceed. Further details regarding our payment terms are set out in our Terms of Business.

You may settle your bill by credit or debit card.

11. ECONOMIC UNCERTAINTY

The uncertainty caused by the impact of COVID-19 has not fully receded and the exact implications of Brexit for individuals and businesses are still not clear, so a true understanding of the current environment requires a balancing of view across a number of political, economic, social and business fundamentals. Our aim is to help our clients succeed in their ambitions, so we encourage you – as with all our clients – to share your views with us on the potential effect for you and your business.

For the latest client information and guidance for issues relating to coronavirus please visit our special coronavirus hub page: <https://footansteys.com/in-focus/coronavirus/#> . **Please also see clause 2.5 of our Terms of Business in relation to Brexit.**

12. OUR LIABILITY TO YOU

If the cap on our liability of £3 million (See ToB) is inappropriate for this matter, you must seek appropriate approval of a higher cap as per our Limiting Liability policy. A record of all discussions with the client on limiting liability should be maintained and we ask that the client sign and return the COI to confirm acceptance of this term.

In our standard Terms of Business we set a limit of £3 million for any negligence or breach of contract arising from this matter, including legal costs and expenses.

CLIENT CARE

We will do our very best to ensure that we meet your objectives and provide you with the highest standards of service. If however you are unhappy with the handling of your matter please contact Nicola Sutton or their supervisor Richard Sutton as soon as possible. Information regarding our complaints handling procedure is set out in our Terms of Business.

13. ACCEPTANCE OF THESE TERMS

We would be grateful if you would confirm that you have read and understood this letter and the enclosed terms of business by either:

- emailing the writer using the address at the top of this letter;
- telephoning the writer using the number at the top of this letter.

However please be advised that by instructing us to commence work on your matter you will be taken to have accepted the terms set out in this letter and in the attached Terms of Business.

At Foot Anstey we aim to provide the highest standards of client care and ensure that your objectives are met. Please do contact us if you require any further information or wish to discuss any aspect of our letter and our business arrangement with you.

Yours faithfully

Foot Anstey LLP

Foot Anstey LLP

Authorising Signature:

(Signature)*Nicola Sutton*.....

Nicola Sutton
Legal Director
Foot Anstey LLP

ACCEPTANCE OF TERMS AND CONDITIONS

We agree and accept the terms set out in this Confirmation of Instructions letter and we have read and understood the attached Terms of Business.

Duly authorised signatory on behalf ofName.....

Dated