Date: Friday 4\textsuperscript{th} October 2019

Councillors:
B E Dack (Chairman), N Andrews, P Daffarn, A M Hunt, S Little, S Reader and N Reynolds

You are hereby summoned to attend the following meeting:

\textbf{Fairfield Parish Council}

\textbf{Date/ Time:} Thursday 10\textsuperscript{th} October 2019 at 7.00 pm for planning and 7.30 pm for all other matters.

\textbf{Venue:} Fairfield Community Hall, Kipling Crescent.

Members of the press and public are invited to attend.

Katrina Henshaw, Parish Clerk

\section*{Meeting Agenda}

\textbf{194 Apologies for Absence}
194.1 To receive any apologies for absence from councillors.

\textbf{195 Chairman’s Notice}
195.1 FPC’s statement on commitment to openness and transparency is presented with the meeting sign-in sheets. The chairman to confirm members of the public have read the announcement on openness and transparency.

\textbf{196 Disclosures of Interest and Dispensation requests}
196.1 To receive any declarations of interest from councillors on matters contained in the agenda. If, at any time during the meeting, a councillor feels they have an interest in an item being discussed they should declare it at that point.
196.2 To receive written requests for dispensations for declarable interests.
196.3 To grant any requests for dispensation as appropriate.

\textbf{197 Council Minutes}
197.1 To approve and sign as a correct record the minutes of the parish council ordinary meeting held on 12\textsuperscript{th} September 2019.

\textbf{198 Public Participation Session for planning applications}
198.1 Fifteen minutes is allocated for public participation. Up to five members of the public will be given no more than three minutes each to speak, provided the correct notice has been given to the parish clerk prior to the meeting.
Planning (Between 7.00 pm and 7.25 pm)

199 Planning Applications
199.1 None received.
199.2 Any urgent planning applications received between 4th and 10th October 2019.

200 Restricting Permitted Development Rights (PDR)
200.1 To receive an update from Councillor Dack and agree how we inform residents if our proposal.

201 St Luke’s Church
201.1 CBC has served a Section 215 notice on St Luke’s Church, Fairfield. The notice requires the owner to carry out various works in order to tidy the site (listed on the notice) before 4th November 2019. There is a right of appeal at any point until the 4th November 2019.

202 Planning Decisions
202.1 None received.

Rest of the meeting (From 7.30 pm)

203 Public Participation Session for the rest of the meeting
203.1 Fifteen minutes is allocated for public participation. Up to five members of the public will be given no more than three minutes each to speak, provided the correct notice has been given to the Parish Clerk prior to the meeting.

204 Central Bedfordshire Council Ward Members Report
204.1 To receive a report from a CBC Ward Members on matters pertaining to Fairfield.

Decision items

205 Garden of Remembrance / Cemetery
205.1 To agree consultation document and agree next steps.

206 Orchards
206.1 To receive Bob Lever’s report (Appendix A) and agree action.
206.2 To agree Hislop’s quote of £500 to remove all existing major concrete / hard core/ bricks from around bund on West Orchard adjacent to Fairfield Hall Compound and dispose of away from site.
206.3 To agree Hislop’s quote of £360 to infill with new topsoil the square brink opening, level the surface and improve this dangerous trip hazard.
206.4 To receive Hislop’s quote of £6,000 to supply and place / compact approximately 60 cubic metres of topsoil to grass banks surrounding Western Orchard. Soil to be brought on by 8-wheeler lorry loads and distributed by smaller machine. Whole area to be then seeded with grass (price quoted only as a rough guide).
207 Lighting on footpath adjacent to cricket pitch

207.1 Having reviewed the current installation, it appears the items are of appropriate quality. However, they appear too infrequently placed leaving too reasonably long intervals between some intervals. Perception may also be that the lights are of poor quality since their design is for one white LED to shine each direction. This creates the impression that one LED is functioning well (facing the user) and one poorly (facing away). By installing additional units, it is anticipated it will be easier to locate the path and maintaining the same design would avoid the costs of replacing the existing items or having a mix of lighting solutions which would not be aesthetically pleasing. Having discussed this with the manufacturer it is proposed six additional units as ‘in-fills’ and two as ‘path-markers’ at the Fairfield Hall end, total eight additional units. There is also one faulty unit which Falco will replace. Falco have offered to honour the original supply and installation costs of £179 per unit (£1,432 plus VAT), £45 delivery and £850 installation, total <£3000. With approval installation could likely be arranged before the end of the year. FPC to agree if this action should be taken at these costs.

207.2 It has also been noted that in one part of the path a reasonable amount of the surface material has eroded leaving a wide pothole. This is particularly hazardous to cyclists when navigating the route in the dark. FPC to discuss what action can be taken.

208 Dickens Boulevard Roundabout

208.1 In line with the tree replacement policy FPC need to decide upon replanting a new tree for the one that had died.

Hislop’s have indicated that to get a decent tree they would expect it to take 2x men around 1x day to carry out the work from start to finish (£450+ vat) and the tree with associated materials (stakes etc) would be around £250-£400 + vat depending on variety etc. A total of £850 + VAT.

FPC is also waiting for a price for an appropriate mature tree of the same size as the existing trees

FPC to agree to either an appropriate replacement tree or a less mature one and agree budget.

209 Gritting

209.1 FPC to consider the following suggested amendment to the gritting agreement with Hislops. However, there is doubt over the ownership of the road in question and permission would be needed before any amendment can be approved.

In the area at the bottom of Eliot Way, instead of Hislop’s doing a three-point turn to go back down Eliot Way, to turn right via back on Middlemarch and back onto Eliot Way, this way two accident spot turn ins with also be gritted.

209.2 FPC has advised Fairfield Gardens Steering Group that whilst the roads are still unadopted, it is the responsibility of the management company / developer to pay for them to be gritted. The Steering Group understand the roads in Fairfield Gardens will continue to be unadopted once the development is complete but has requested FPC request a quotation for gritting. They will advise which roads they would wish to be captured for gritting.

209.3 FPC to agree purchase some additional salt in preparation for 2019/20 winter.

210 Community Events

210.1 FPC to agree attendance at Community Events to show residents the current projects being worked on and discussed and seeking Feedback as required.

210.2 If 210.1 agreed, FPC to agree to ask FPRA if FPC can attend their markets.

210.3 If 210.1 agreed, FPC to agree to purchase an event shelter (Appendix B) and agree budget.
211 Remembrance Day 2019
211.1 To receive an update from Councillor Dack and agree to purchase a wreath for £30.

212 VE Day 2020
212.1 To receive an update from Councillor Hunt and agree a budget.

213 Grant application from Pandas Foundation (Appendix C)
213.1 To discuss the application of paying to hire the Community Hall for 6 hours a month for the Pandas Support Group. This will provide face to face peer support for those struggling during pregnancy. Total cost is £66.00 per month (£792.00 per year).

214 Proposed Outdoor Gym and Trim Trail
214.1 To receive an update from Councillors Hunt, Little, Reader and Reynolds.

215 Friendly Bench
215.1 Nothing new to report.

216 Working Group to work with and integrate our senior demographic
216.1 Nothing new to report.

217 Cricket Club and Orchard Perimeter
217.1 To receive an update from Councillor Dack.

218 Dead trees around the Cricket Club
218.1 FPC do not require permission from CBC to remove the dead trees as dead trees are exempt from the TPO and therefore would not need an application. FPC has placed the contract with Hislop’s as agreed in September (item 168.2). Replacement for the TPO tree would be required.
218.2 To receive an update from Councillor Dack on the Cricket Club replacing the lost trees with the same species (silver birch and Hawthorn) or whether to replace with other types of trees (a quotation needs be sought).

219 Storage for FPC, Scouts, Cricket Club and Bowls Club
219.1 To receive an update from Councillor Dack on the discussions with FHMC, Cricket Club and Bowls Club regarding a new storage facility.

220 New ‘inclusive’ play equipment
220.1 To receive an update from Councillor Reynolds.
FPC Policies and Procedures

The clerk is working on the following

- Investment Policy (and then updated Financial Regulations).
- Finance Risk Assessment.
- Grievance Disciplinary Procedure.
- Protocol for marking the death of a senior national figure or local holder of high office.
- Recommendations from the Internal Auditor.
- Revised guidelines for grant applications

Councillors Dack, Andrews and Daffarn are drafting a Communication Plan.

The Emergency Plan

To receive an update from Councillor Reynolds.

Training

Training on the Emergency Plan is being arranged with CBC by Councillors Little and Reynolds.

Public training on using the Defibrillator is being investigated by Councillors Daffarn and Reynolds.

Information items

Community Library

Due to the popularity of the library, FPC are currently discussing with the Community Hall Trustees how the surplus books are stored in the Community Hall.

Bollards at the top end of Kingsley Avenue

The bollards have been installed.

Apple Day 28th September

This was a very successful event and was very well supported by residents. Thanks to Councillor Daffarn and her husband Gavin for organising it.

Pix Brook Grand Opening ceremony Friday 11th October

Councillors Dack, Andrews, Daffarn and Hunt will be attending.

Crime figures for September 2019

During September there were seven reported crimes in Fairfield. These were

- 2 x Assault without Injury - Common assault and battery
- Harassment - without violence (course of conduct)
- Fraud etc
- Sexual
- Assault occasioning actual bodily harm (ABH)
- Burglary - Residential - Dwelling

Speed Watch

Request for new volunteers has been unsuccessful to date.
Finance and Correspondence

230 Finance
230.1 To receive bank reconciliations to 30th September. (Appendix D).
230.2 To receive Q2 comparison between budget and expenditure. (Appendix E).
230.3 To receive receipts and agree payments. (Appendix F).

231 Correspondence
231.1 Friends of Bedfordshire – Bedfordshire Day is on 28th November 2019.
231.2 CBC – Public Consultation – Public Sector Protection Orders. The consultation is available on CBC website and runs until 2nd December.
231.3 CBC – Update Briefing following Full Council on 26th September.
231.4 CBC – Council redirects New Homes cash meant for areas hit by development.
231.5 CBC – Update on the Draft Local Plan.
231.6 CBC – Public Space Protection Orders consultation proposal drop in session.
231.7 Any urgent correspondence received between 4th and 10th October 2019.

232 Exclusion of Public and Press
232.1 To consider under Section 1 of the Public Bodies (Admissions to Meetings) Act 1960, that the public and press should be excluded from item 233 in view of the confidential nature of the business to be transacted.

233 The Transfer of the Community Hall (Appendix G)
233.1 Blandy and Blandy is acting on behalf of FPC for this.
233.2 To agree how to run the Community Hall after it has been transferred to FPC. Options are: -
   - FPC to run it.
   - FPC to lease to the existing Trust and the Trust runs it.
   - FPC employ a private company to run it.
233.3 If FPC agree that the existing Trust continues to run it
   - To consider the Model Lease from Acre.
   - To agree it will be a peppercorn rent.
   - To discuss proposed length of term.
   - To discuss who will be responsible for internal / external fixtures.
   - To discuss if FPC will pay the legal fees for the Community Hall (For the transfer and/or a new Deed).

234 Any other business
NB This is for exchange of information only. No discussions can take place, nor can any decisions or actions be agreed at this time.
235  Date of next meeting

235.1 The next Parish Council meeting will be held on 14th November 2019 at 7.00 pm for planning and 7.30 pm for all other matters.

Glossary of acronyms

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>CBC</td>
<td>Central Bedfordshire Council</td>
</tr>
<tr>
<td>FHMC</td>
<td>Fairfield Hall Management Company</td>
</tr>
<tr>
<td>FPC</td>
<td>Fairfield Parish Council</td>
</tr>
<tr>
<td>HMRC</td>
<td>Her Majesty's Revenue and Customs</td>
</tr>
<tr>
<td>NB</td>
<td>Nota bene (Latin phrase meaning 'note well')</td>
</tr>
<tr>
<td>TPO</td>
<td>Tree Preservation Order</td>
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Appendix D

Bank Reconciliation at 30th September 2019

<table>
<thead>
<tr>
<th>Where the money is</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unity Trust</td>
<td>£227,559.94</td>
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<tr>
<td>Cash Plus Card</td>
<td>£210.14</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>£0.00</td>
</tr>
<tr>
<td><strong>Total Money</strong></td>
<td><strong>£227,770.08</strong> (1)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cash Book</th>
<th></th>
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<tbody>
<tr>
<td>Total Receipts</td>
<td>£109,505.80</td>
</tr>
<tr>
<td>PLUS balance carried over 1st April 2019</td>
<td>£194,451.94</td>
</tr>
<tr>
<td>LESS Total Payments</td>
<td>£76,187.66</td>
</tr>
<tr>
<td><strong>Total Money in cash book</strong></td>
<td><strong>£227,770.08</strong> (2)</td>
</tr>
</tbody>
</table>

As (1) and (2) are equal there are no issues to report.

Appendix E

Q1 Budget comparison

<table>
<thead>
<tr>
<th></th>
<th>Brought forward 1st April 2019</th>
<th>Budget 2019/20</th>
<th>Additional income</th>
<th>Money spent 2019/20</th>
<th>Money remaining</th>
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<tbody>
<tr>
<td>Administration</td>
<td>£0.00</td>
<td>£44,200.00</td>
<td>£0.00</td>
<td>£31,464.10</td>
<td>£12,735.90</td>
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<tr>
<td>Recreation</td>
<td>£18,198.38</td>
<td>£16,500.00</td>
<td>£0.00</td>
<td>£14,022.90</td>
<td>£20,675.48</td>
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<tr>
<td>Orchards</td>
<td>£21,421.88</td>
<td>£0.00</td>
<td>£0.00</td>
<td>£2,187.49</td>
<td>£19,234.39</td>
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<tr>
<td>Apple Day</td>
<td>£118.86</td>
<td>£662.00</td>
<td>£609.55</td>
<td>£916.66</td>
<td>£473.75</td>
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<tr>
<td>PP/NHP *</td>
<td>£25,653.02</td>
<td>£0.00</td>
<td>£0.00</td>
<td>£0.00</td>
<td>£25,653.00</td>
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<tr>
<td>Cemetery</td>
<td>£30,000.00</td>
<td>£10,000.00</td>
<td>£0.00</td>
<td>£0.00</td>
<td>£40,000.00</td>
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<tr>
<td>Parking</td>
<td>£75,902.50</td>
<td>£0.00</td>
<td>£0.00</td>
<td>£0.00</td>
<td>£75,902.50</td>
</tr>
<tr>
<td>Grants **</td>
<td>£1,301.10</td>
<td>£30,000.00</td>
<td>£0.00</td>
<td>£22,398.33</td>
<td>£8,902.77</td>
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<tr>
<td>Reserves</td>
<td>£30,000.00</td>
<td>£0.00</td>
<td>£0.00</td>
<td>£0.00</td>
<td>£30,000.00</td>
</tr>
<tr>
<td>Bank interest</td>
<td>£0.00</td>
<td>£0.00</td>
<td>£0.00</td>
<td>£0.00</td>
<td>£0.00</td>
</tr>
<tr>
<td>VAT</td>
<td>-£8,143.80</td>
<td>£0.00</td>
<td>£8,143.80</td>
<td>£8,848.44</td>
<td>-£8,448.44</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>£194,451.94</strong></td>
<td><strong>£101,362.00</strong></td>
<td><strong>£8,143.80</strong></td>
<td><strong>£79,837.92</strong></td>
<td><strong>£225,129.37</strong></td>
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</tbody>
</table>

* PP/NHP includes proposed outside gym/trim trail

** An additional £3,865.00 grants have already been agreed as follows (but not paid)
  Community Hall rent for Scouts £3,215 (estimate for one year)
  Community Hall tumblers £650

There is also £1,674.32 that was the account balance of the Youth Club when it closed, and this money is reserved for a youth activity or new youth club.

Grant money still available is £3,363.45
Appendix F

Receipts

<table>
<thead>
<tr>
<th>From whom</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apple Day</td>
<td>Donations</td>
<td>£609.55</td>
</tr>
</tbody>
</table>

Total £609.55

Payments

<table>
<thead>
<tr>
<th>To whom</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katrina Henshaw</td>
<td>September wages (including statutory sick pay)</td>
<td>£532.26</td>
</tr>
<tr>
<td>HMRC</td>
<td>September Tax</td>
<td>£133.00</td>
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<tr>
<td>Locum Clerk Services</td>
<td>Locum Clerk</td>
<td>£106.37</td>
</tr>
<tr>
<td>Unity Bank</td>
<td>Service charge</td>
<td>£23.25</td>
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<tr>
<td>Cash Plus</td>
<td>Annual fee</td>
<td>£69.00</td>
</tr>
<tr>
<td>EE</td>
<td>Mobile phone – September</td>
<td>£10.25</td>
</tr>
<tr>
<td>Fairfield Community Hall</td>
<td>Rent for 2019/20</td>
<td>£2,640.00</td>
</tr>
<tr>
<td></td>
<td>Entertainment for Fairfield Friends</td>
<td>£62.00</td>
</tr>
<tr>
<td>Fairfield Bowls Club</td>
<td>Grant towards extension</td>
<td>£10,000.00</td>
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<tr>
<td>Hislop &amp; Co Horticulture</td>
<td>Maintenance contract – September</td>
<td>£1,200</td>
</tr>
<tr>
<td></td>
<td>Grass and Bramble cut in Orchard – September</td>
<td>£600.00</td>
</tr>
<tr>
<td></td>
<td>Installation of bin in Orchard</td>
<td>£420.00</td>
</tr>
<tr>
<td>KBT Ltd</td>
<td>Fire retardant muslin</td>
<td>£400.00</td>
</tr>
<tr>
<td>Baldock Midnight Morris</td>
<td>Apple Day – Morris Dancers</td>
<td>£150.00</td>
</tr>
<tr>
<td>Sourcingten</td>
<td>Apple Day – Printing</td>
<td>£155.00</td>
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<tr>
<td>Koncept</td>
<td>Apple Day – Bouncy Castles</td>
<td>£290.00</td>
</tr>
<tr>
<td>Soundsamazing Disco</td>
<td>Apple Day – Music</td>
<td>£75.00</td>
</tr>
</tbody>
</table>

Total £16,866.13
The pruning work suggested for winter 2019-2020 is based on the response to the previous four years restorative pruning work and the need to carry out work required to keep the trees stable.

Restorative pruning on veteran fruit trees aims to gradually reduce branch weight, length and height (to prevent windthrow and to prevent branches from splitting out) and to allow light through the canopy to encourage new growth, particularly in the centre of the tree. This new growth may then be managed to make new replacement branches.

Standing deadwood retention is a priority unless it compromises the health and safety of the tree. Deadwood in the lower canopy is often a result of lack of light and can usually be retained without compromising the health of the tree. Deadwood in the upper canopy needs to be assessed, as it may be the result of injurious factors that could affect the health and safety of the tree.

In the long term, old branches may be shortened or removed as they become unstable and the new branches allowed to develop in their place. The object of this work is to keep the bole (trunk) of the tree intact as the tree becomes increasingly hollow and less structurally sound, while encouraging new growth to arise close to the bole.

Not all trees will require pruning this year and many will only require light maintenance pruning. Only a few trees still require thinning to maintain their stability.

After four years of restorative pruning, the young growth on some trees requires light formative pruning work, to encourage a stable new branch structure. Much of this may be done by volunteers. It might be beneficial to hold a short training session on managing new growth. In a few cases, the work needs to be done by a fruit tree arborist who has the necessary access equipment and/or climbing certificates, as some trees are still too large to be managed using polesaws from the ground. Work to be done by fruit tree specialist arborist is highlighted in turquoise in the table below. All other pruning work may be carried out by volunteers.

The thinning of the sycamores adjacent to West Orchard has resulted improvement in the condition of a number of the fruit trees, especially those along the southern edge of the orchard.

Some of the fruit trees along the western edge of East Orchard are suffering from shade and competition from the trees and scrub between the orchard and the sportsground.
The Fairfield orchard volunteers work at pruning out the blossom-wilt affected branches has been excellent. It is hoped that this may help to prevent the increasing spread of the problem. It will be worth monitoring the trees in West Orchard in the spring and early summer of 2020, to remove any re-occurrences of blossom wilt, particularly the Lord Lambourne trees, as this cultivar can be very susceptible to blossom wilt.

In East Orchard, some of the tree number tags are being distorted as the trees increase in girth. It would be worth replacing these before the bark grows over them. This is mainly a problem on the large Bramley trees.

It was possible to positively identify a few of the uncertain cultivars during this survey. (Laxton’s Superb and Laxton’s Fortune in West Orchard and Lady Sudeley in East Orchard). I have updated the “Cultivar” column to include these revisions.

Tree 0175 has been identified as Gibbon’s Russet, following DNA analysis through the FruitID scheme. This is an Irish dessert/cider apple which arose in Cork and was first recorded in 1897. This is an unusual find, possibly unique in the East of England.

Bob Lever, survey carried out on 17/09/19
SOME NOTES REGARDING THE ORCHARD MANAGEMENT

The Fairfield orchard volunteers must be commended for the excellent work they have done over the past years. The tree work has seen most of the trees brought to a stable condition, where they are less likely to suffer from windthrow or splitting out.

Very many old orchard sites have minimal tree management and minimal management of the sward beneath the trees. Tree canopies tend to be congested. Heavy shade within the trees, and on the ground beneath, gives rise to a community of shade-tolerant epiphytes and ground vegetation. This has become typical of many old orchards in the Eastern counties and elsewhere. Infrequent sward management also means that the understory in old orchards is often dominated by nettles, brambles, elder and suckers from old plum rootstocks, (as was the case when I first visited Fairfield.) Bramble, elder, plum suckers and other tree saplings (ash, sycamore, etc) soon become dominant species in an unmanaged orchard, usually to the detriment of the fruit trees.

I gather that some local residents would like to see reduced management of the sward in the orchards. Personally I feel it would be a backward step to revert to minimal sward management at this stage.

To understand orchard ecology, it is necessary to understand that orchards are a man-made and managed habitat, just like a hay meadow or a stand of willow pollards. In the past, orchards were usually pruned periodically, which opened the structure of the tree canopy and allowed light to fall on the boughs and the ground beneath the trees. In turn, this encouraged a wide range of epiphytes (not just those that are shade tolerant) It also encouraged a grass sward to develop beneath the trees. The sward was managed frequently enough to suppress scrub growth (what makes this special), either by grazing or occasional mowing.

The Fairfield orchards are now a good example of mature “grass orchard”. This habitat was common in Bedfordshire in the past but is rare today. This status was achieved by mowing the sward often enough to suppress the growth of scrub.
<table>
<thead>
<tr>
<th>Tree No</th>
<th>Original Tree Form</th>
<th>Response to previous pruning</th>
<th>Cultivar</th>
<th>Suggested tree management</th>
<th>To be carried out by</th>
</tr>
</thead>
<tbody>
<tr>
<td>0002</td>
<td>Large half-standard, overgrown</td>
<td>Poor</td>
<td>Poor</td>
<td>moderate</td>
<td>Moderate</td>
</tr>
<tr>
<td>0003</td>
<td>Large half-standard, overgrown</td>
<td>Poor</td>
<td>Some in canopy Poor in centre</td>
<td>good</td>
<td>Good</td>
</tr>
<tr>
<td>0004</td>
<td>Large half-standard, overgrown</td>
<td>Poor</td>
<td>Some in canopy Poor in centre</td>
<td>Moderate to good</td>
<td>Moderate</td>
</tr>
<tr>
<td>0005</td>
<td>Large half-standard, overgrown</td>
<td>Light regrowth</td>
<td>Some in canopy Some in canopy</td>
<td>moderate</td>
<td>Moderate to good</td>
</tr>
<tr>
<td>0006</td>
<td>Large half-standard, overgrown</td>
<td>Poor</td>
<td>Some in canopy A little in centre</td>
<td>Moderate</td>
<td>Good</td>
</tr>
<tr>
<td>0007</td>
<td>Large half-standard, overgrown</td>
<td>Poor</td>
<td>Some in canopy A little in centre</td>
<td>good</td>
<td>Moderate</td>
</tr>
<tr>
<td>0008</td>
<td>Large half-standard, overgrown</td>
<td>Poor</td>
<td>Some in canopy None in centre</td>
<td>good</td>
<td>good</td>
</tr>
<tr>
<td>0009</td>
<td>Large half-standard, overgrown</td>
<td>Poor</td>
<td>Some in canopy A little in centre</td>
<td>Moderate to good</td>
<td>Good</td>
</tr>
<tr>
<td>No.</td>
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<td>Branch Condition</td>
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<td>Use: dessert</td>
<td>Pick: mid/late Sept Store: Sept - Nov</td>
<td>Monitor in spring and summer for recurrence of blossom wilt No other pruning needed</td>
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<td>Use: dessert</td>
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<td>Sept: Sept-Oct</td>
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<td>0086</td>
<td>Half-standard,</td>
<td>Good</td>
<td>Good to</td>
<td>vigorous</td>
<td>Vigorous</td>
<td>Worcester Pearmain</td>
<td>dessert</td>
<td>early/mid Sept</td>
<td>Sept-Oct</td>
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<td></td>
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<td>vigorous</td>
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<td>Use: dessert</td>
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<td>Vigorous</td>
<td>Worcester Pearmain</td>
<td>dessert</td>
<td>early/mid Sept</td>
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<td>Sept: Sept-Oct</td>
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<td>Moderate</td>
<td>Good to</td>
<td>vigorous</td>
<td>Vigorous</td>
<td>Worcester Pearmain</td>
<td>dessert</td>
<td>early/mid Sept</td>
<td>Sept-Oct</td>
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<td>Use: dessert</td>
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<td>Vigorous</td>
<td>Worcester Pearmain</td>
<td>dessert</td>
<td>early/mid Sept</td>
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<td>0090</td>
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<td>vigorous</td>
<td>Vigorous</td>
<td>Worcester Pearmain</td>
<td>dessert</td>
<td>early/mid Sept</td>
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<td>Small half-standard,</td>
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<td>None</td>
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<td>Lord Lambourne</td>
<td>dessert</td>
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<td>Sept-Nov</td>
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<td>Poor</td>
<td>Lord Lambourne</td>
<td>dessert</td>
<td>mid/late Sept</td>
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<td>Lord Lambourne</td>
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<td>mid/late Sept</td>
<td>Sept-Nov</td>
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<td>Sept: Sept-Nov</td>
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<td>0094</td>
<td>Small half-standard</td>
<td>Good</td>
<td>Weak to</td>
<td>moderate</td>
<td>Weak to</td>
<td>Lord Lambourne</td>
<td>dessert</td>
<td>mid/late Sept</td>
<td>Sept-Nov</td>
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<td>Use: dessert</td>
<td>Pick:</td>
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<td>Pick: mid/late</td>
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<td>Sept: Sept-Nov</td>
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<td>variety</td>
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<tr>
<td>0095</td>
<td>Small half-standard</td>
<td>Good</td>
<td>Weak to moderate</td>
<td>weak</td>
<td>Weak to moderate</td>
<td>Lord Lambourne Use: dessert Pick: mid/late Sept Store: Sept-Nov Monitor in spring and summer for recurrence of blossom wilt No other pruning needed</td>
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<tr>
<td>0096</td>
<td>Small half-standard</td>
<td>Moderate</td>
<td>Weak to moderate</td>
<td>weak</td>
<td>Weak</td>
<td>Lord Lambourne Use: dessert Pick: mid/late Sept Store: Sept-Nov Monitor in spring and summer for recurrence of blossom wilt No other pruning needed</td>
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<tr>
<td>0097</td>
<td>Small half-standard</td>
<td>Moderate</td>
<td>New growth has been made, but tree defoliated</td>
<td>poor</td>
<td>DEAD</td>
<td>No fruit 2016</td>
<td></td>
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<tr>
<td>0098</td>
<td>Small half-standard</td>
<td>Moderate</td>
<td>Moderate</td>
<td>moderate</td>
<td>Moderate</td>
<td>Lord Lambourne Use: dessert Pick: mid/late Sept Store: Sept-Nov Monitor in spring and summer for recurrence of blossom wilt No other pruning needed</td>
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<tr>
<td>0099</td>
<td>Small half-standard</td>
<td>Poor</td>
<td>Good</td>
<td>good</td>
<td>Moderate</td>
<td>Laxton's Superb Use: dessert Pick: early/mid Oct Store: Oct-Jan Light pruning to thin congested areas and to manage new growth</td>
<td></td>
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<tr>
<td>0100</td>
<td>Small half-standard</td>
<td>Poor</td>
<td>Moderate</td>
<td>moderate</td>
<td>moderate</td>
<td>Laxton's Superb Use: dessert Pick: early/mid Oct Store: Oct-Jan No pruning needed this winter</td>
<td></td>
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<tr>
<td>0101</td>
<td>Small half-standard</td>
<td>Moderate</td>
<td>Good</td>
<td>Moderate to good</td>
<td>Moderate to good</td>
<td>Laxton’s Superb Use: dessert Pick: early/mid Oct Store: Oct-Jan Light pruning to thin congested areas</td>
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<tr>
<td></td>
<td>Dead tree near 0101 and 0102</td>
<td>DEAD</td>
<td>DEAD</td>
<td>DEAD</td>
<td>DEAD</td>
<td>DEAD</td>
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<tr>
<td>0103</td>
<td>Small half-standard, lot of deadwood</td>
<td>DEAD</td>
<td>DEAD</td>
<td>DEAD</td>
<td>DEAD</td>
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<tr>
<td>0104</td>
<td>Small half-standard, lot of deadwood</td>
<td>Poor</td>
<td>Very poor</td>
<td>DEAD</td>
<td>DEAD</td>
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<tr>
<td>0105</td>
<td>Small half-standard</td>
<td>Poor</td>
<td>Weak to moderate</td>
<td>weak</td>
<td>weak</td>
<td>Laxton’s Superb Use: dessert Pick: early/mid Oct Store: Oct-Jan</td>
<td>Very light pruning to thin congested areas</td>
<td>volunteers</td>
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<tr>
<td>0106</td>
<td>Small half-standard</td>
<td>Good</td>
<td>Moderate</td>
<td>moderate</td>
<td>moderate</td>
<td>Laxton’s Superb Use: dessert Pick: early/mid Oct Store: Oct-Jan</td>
<td>No pruning needed this winter</td>
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<tr>
<td>0107</td>
<td>Small half-standard</td>
<td>Moderate</td>
<td>Weak</td>
<td>moderate</td>
<td>Moderate</td>
<td>Laxton’s Superb Use: dessert Pick: early/mid Oct Store: Oct-Jan</td>
<td>No pruning needed this winter</td>
<td></td>
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<tr>
<td>0108</td>
<td>Tall half-standard</td>
<td>Light regrowth</td>
<td>Declining</td>
<td>DEAD</td>
<td>DEAD</td>
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<tr>
<td>0109</td>
<td>Tall half-standard</td>
<td>Light regrowth</td>
<td>Weak to moderate</td>
<td>poor</td>
<td>Poor</td>
<td>Bramley’s Seedling Use: Culinary Pick: Early Oct Store: Oct-Mar</td>
<td>No pruning needed this winter</td>
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<tr>
<td>0110</td>
<td>Half-standard</td>
<td>Poor</td>
<td>Weak to moderate</td>
<td>poor</td>
<td>Moderate</td>
<td>Bramley’s Seedling Use: Culinary Pick: Early Oct Store: Oct-Mar</td>
<td>No pruning needed this winter</td>
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<tr>
<td>0111</td>
<td>Tall half-standard</td>
<td>Light regrowth</td>
<td>Weak</td>
<td>poor</td>
<td>poor</td>
<td>Bramley’s Seedling Use: Culinary Pick: Early Oct Store: Oct-Mar</td>
<td>No pruning needed this winter</td>
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<tr>
<td>0112</td>
<td>Small half-standard</td>
<td>Moderate</td>
<td>moderate</td>
<td>good</td>
<td>moderate</td>
<td>Ellison’s Orange Use: dessert Pick: mid/late Sept Store: Sept-Oct</td>
<td>No pruning needed this winter Cut back sycamore suckers that are intruding into the tree.</td>
<td>volunteers</td>
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<td>0113</td>
<td>Ivy covered tree</td>
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<tr>
<td>0114</td>
<td>Half standard Covered in dead ivy</td>
<td>poor</td>
<td>Very poor</td>
<td></td>
<td></td>
<td>No fruit 2016</td>
<td>No pruning needed this winter</td>
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<tr>
<td>0115</td>
<td>Mostly dead</td>
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<td>Mostly dead</td>
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<td>Growth</td>
<td>Fruit Quality</td>
<td>Variety</td>
<td>Use</td>
<td>Pick Window</td>
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<tr>
<td>0121</td>
<td>Small standard</td>
<td>Moderate</td>
<td>Moderate to good</td>
<td>Moderate to good</td>
<td>Laxton’s Superb Use: dessert Pick: early/mid Oct Store:Oct-Jan</td>
<td>No pruning needed this winter</td>
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<td>0122</td>
<td>Small standard</td>
<td>Moderate</td>
<td>Moderate to good</td>
<td>Moderate to good</td>
<td>Laxton’s Superb Use: dessert Pick: early/mid Oct Store:Oct-Jan</td>
<td>No pruning needed this winter</td>
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<tr>
<td>0123</td>
<td>Mostly dead</td>
<td>Poor</td>
<td>Poor</td>
<td>Poor</td>
<td>Laxton’s Fortune Use: dessert Pick early/mid sept Use early/mid sept</td>
<td>No pruning needed this winter</td>
<td></td>
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<tr>
<td>0124</td>
<td>Large standard</td>
<td>Good</td>
<td>Good</td>
<td>vigorous</td>
<td>vigorous</td>
<td>No fruit 2016</td>
<td>No pruning needed this winter</td>
<td></td>
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<tr>
<td>0125</td>
<td>Large standard</td>
<td>Strong</td>
<td>Good</td>
<td>Good</td>
<td>Gascoyne’s Scarlet Use: dessert Pick: Late Sept Store:Oct-Dec</td>
<td>Check stability of standing deadwood. Shorten if necessary No other pruning required Arborist</td>
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<tr>
<td>0126</td>
<td>Large half-standard</td>
<td>Good</td>
<td>Good</td>
<td>Good</td>
<td>Annie Elizabeth Use: culinary Pick: early/mid Oct Store:Oct-Apr</td>
<td>Very light pruning to thin canopy volunteers</td>
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<tr>
<td>0127</td>
<td>Small half-standard</td>
<td>Moderate</td>
<td>weak</td>
<td>poor</td>
<td>poor</td>
<td>Lord Derby Use: culinary Pick: late Sept Store:Oct-Apr</td>
<td>No pruning needed this winter</td>
<td></td>
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<tr>
<td>0128</td>
<td>Large half-standard</td>
<td>Good</td>
<td>Moderate to good</td>
<td>moderate</td>
<td>Ellison’s Orange Use: dessert Pick: mid/late Sept Store:Sept-Oct</td>
<td>Very light pruning to manage new growth volunteers</td>
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<tr>
<td>0129</td>
<td>Large half-standard</td>
<td>Good</td>
<td>Moderate</td>
<td>moderate</td>
<td>Lord Derby Use: culinary Pick: late Sept Store:Oct-Dec</td>
<td>No pruning needed this winter</td>
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<tr>
<td>0130</td>
<td>Half standard</td>
<td>Moderate</td>
<td>Moderate to good</td>
<td>poor</td>
<td>Warner’s King Use: culinary Pick: late Sept Store:Oct-Dec</td>
<td>No pruning needed this winter</td>
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<td>No</td>
<td>0131</td>
<td>0132</td>
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<tr>
<td>0131</td>
<td>Half standard</td>
<td>Moderate</td>
<td>Good</td>
<td>moderate</td>
<td>moderate</td>
<td>Lord Derby Use: culinary</td>
<td>Pick: late Sept Store: Oct - Dec</td>
<td>No pruning needed this winter</td>
<td>No number near 0130 and 0131</td>
</tr>
<tr>
<td>0132</td>
<td>Tall standard</td>
<td>declining</td>
<td>Weak to moderate</td>
<td>Laxton’s Fortune Use: dessert Pick early/mid sept Use early/mid sept</td>
<td>No pruning needed this winter</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0133</td>
<td>Prunus, unidentified</td>
<td>declining</td>
<td>declining</td>
<td>Monitor deadwood. Remove any that is unstable. Leave any that is stable.</td>
<td>No pruning needed this winter</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>0134</td>
<td>Large standard</td>
<td>Light regrowth</td>
<td>Moderate</td>
<td>moderate</td>
<td>moderate</td>
<td>Newton Wonder Use: dual purpose Pick: mid Oct Store: Oct-Mar</td>
<td>No pruning needed this winter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0135</td>
<td>Half standard One side dead</td>
<td>Good</td>
<td>good</td>
<td>good</td>
<td>Laxton’s Fortune Use: dessert Pick early/mid sept Use early/mid sept</td>
<td>No pruning needed this winter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0136</td>
<td>Standard, Split out</td>
<td>Good</td>
<td>Good</td>
<td>good</td>
<td>Ellison’s Orange Use: dessert Pick: mid/late Sept Store: Sept-Oct</td>
<td>No pruning needed this winter</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>0137</td>
<td>Prunus, myrobalan</td>
<td>Good</td>
<td>Good</td>
<td>Good</td>
<td>Mere de Menage Use: culinary Pick: early Oct Store: Oct-Feb</td>
<td>No pruning needed this winter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0138</td>
<td>Large standard</td>
<td>Good</td>
<td>Good</td>
<td>good</td>
<td>Annie Elizabeth Use: culinary Pick: early/mid Oct Store: Oct-Apr</td>
<td>Light pruning to manage new growth [Thin out epicormic shoots, leave any that arise near the centre of the tree or grow outwards, remove those that grow vertically]</td>
<td>Tree surgeon</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0139</td>
<td>Small standard</td>
<td>Good</td>
<td>variable</td>
<td>Moderate</td>
<td>Ellison’s Orange Use: dessert Pick: mid/late Sept Store: Sept-Oct</td>
<td>No pruning needed this winter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Code</td>
<td>Type</td>
<td>Size</td>
<td>Growth</td>
<td>Pruning</td>
<td>Variety</td>
<td>Use</td>
<td>Pick</td>
<td>Store</td>
<td>Notes</td>
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<tr>
<td>0140</td>
<td>Small standard</td>
<td>Good</td>
<td>good</td>
<td>Unidentified Cultivar B</td>
<td>No pruning needed this winter</td>
<td>Light pruning to thin canopy arborist</td>
<td></td>
<td></td>
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<tr>
<td>0141</td>
<td>Large standard</td>
<td>Good</td>
<td>Vigorous</td>
<td>Good</td>
<td>Newton Wonder Use: dual purpose Pick: mid Oct Store: Oct-Mar</td>
<td>Light pruning to thin canopy arborist</td>
<td></td>
<td></td>
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<tr>
<td>0142</td>
<td>Small standard</td>
<td>Strong</td>
<td>Vigorous</td>
<td>Moderate to good</td>
<td>Laxton’s Superb Use: dessert Pick: early/mid Oct Store:Oct-Jan</td>
<td>No pruning needed this winter</td>
<td></td>
<td></td>
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<tr>
<td>0143</td>
<td>Large standard</td>
<td>Strong</td>
<td>Good</td>
<td>Moderate to good</td>
<td>Annie Elizabeth Use: culinary Pick: early/mid Oct Store: Oct-Apr</td>
<td>No pruning needed this winter</td>
<td></td>
<td></td>
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<tr>
<td>0144</td>
<td>Phoenix tree</td>
<td>Strong</td>
<td>Good</td>
<td>Good</td>
<td>Annie Elizabeth Use: culinary Pick: early/mid Oct Store: Oct-Apr</td>
<td>No pruning needed this winter</td>
<td></td>
<td></td>
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<tr>
<td>0145</td>
<td>Ivy covered standard</td>
<td>Good</td>
<td>Poor</td>
<td>Poor</td>
<td>Annie Elizabeth Use: culinary Pick: early/mid Oct Store: Oct-Apr</td>
<td>No pruning needed this winter</td>
<td></td>
<td></td>
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<tr>
<td>0146</td>
<td>Tall standard</td>
<td>Good</td>
<td>Good</td>
<td>Good</td>
<td>Mere de Menage Use: culinary Pick: early/mid Oct Store: Oct-Apr</td>
<td>No work required this season</td>
<td></td>
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<tr>
<td>0147</td>
<td>Large standard</td>
<td>Moderate</td>
<td>Good</td>
<td>Good</td>
<td>Newton Wonder Use: dual purpose Pick: mid Oct</td>
<td>Reduce length of long spreading bough to stabilise and balance tree arborist</td>
<td></td>
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<tr>
<td>No</td>
<td>Size</td>
<td>Trunk Size</td>
<td>Size Health</td>
<td>Product Health</td>
<td>Use</td>
<td>Pick</td>
<td>Store</td>
<td>Work Required</td>
<td>Notes</td>
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<tr>
<td>0148</td>
<td>Large</td>
<td>Moderate</td>
<td>Good</td>
<td>good</td>
<td>Bramley’s Seedling Use: Culinary Pick: Early Oct Store Oct-Mar</td>
<td>No work required this season</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>0149</td>
<td>Large</td>
<td>Light</td>
<td>Good</td>
<td>good</td>
<td>Newton Wonder Use: dual purpose Pick: mid Oct Store: Oct-Mar</td>
<td>No work required this season</td>
<td></td>
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<tr>
<td>0150</td>
<td>Large</td>
<td>Light</td>
<td>Good</td>
<td>moderate</td>
<td>No fruit 2016</td>
<td>No work required this season</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>0151</td>
<td>Large</td>
<td>Light to moderate</td>
<td>Good</td>
<td>Moderate to good</td>
<td>Bramley’s Seedling Use: Culinary Pick: Early Oct Store Oct-Mar</td>
<td>Remove broken branch</td>
<td></td>
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<tr>
<td>0152</td>
<td>Large</td>
<td>Moderate to good</td>
<td>Good</td>
<td>good</td>
<td>Bramley’s Seedling Use: Culinary Pick: Early Oct Store Oct-Mar</td>
<td>Light pruning to branch weight/length</td>
<td></td>
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</tr>
<tr>
<td>0153</td>
<td>Large</td>
<td>Moderate to good</td>
<td>Good</td>
<td>Good to vigorous</td>
<td>Bramley’s Seedling Use: Culinary Pick: Early Oct Store Oct-Mar</td>
<td>Light pruning to branch weight/length Thin new (epicormis) growth in upper canopy</td>
<td></td>
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<tr>
<td>0154</td>
<td>Large</td>
<td>Moderate</td>
<td>Good</td>
<td>good</td>
<td>Newton Wonder Use: dual purpose Pick: mid Oct Store: Oct-Mar</td>
<td>Light pruning to branch weight/length</td>
<td></td>
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<tr>
<td>0155</td>
<td>Large</td>
<td>Good</td>
<td>Good</td>
<td>vigorous</td>
<td>Bramley’s Seedling Use: Culinary Pick: Early Oct Store Oct-Mar</td>
<td>No work required this winter Thin epicomic growth winter 1920/21</td>
<td></td>
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<tr>
<td>0156</td>
<td>Large</td>
<td>Light</td>
<td>Weak</td>
<td>Very weak</td>
<td>No fruit 2016</td>
<td>Monitor deadwood, Remove anything unstable, retain anything stable</td>
<td></td>
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<tr>
<td>0157</td>
<td>Half-</td>
<td>Moderate</td>
<td>Good</td>
<td>good</td>
<td>Fruit gone over, probably Lady Sudeley Use: dessert Pick and use early Sept</td>
<td>Shorten drooping branches that might interfere with grass management</td>
<td></td>
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<tr>
<td>No.</td>
<td>Type</td>
<td>Size</td>
<td>Height</td>
<td>Spreading</td>
<td>Vigour</td>
<td>Varieties</td>
<td>Use</td>
<td>Pick</td>
<td>Store</td>
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<tr>
<td>158</td>
<td>Large</td>
<td>Multistem</td>
<td>Good to strong</td>
<td>Good</td>
<td>Good to vigorous</td>
<td>Bramley’s Seedling</td>
<td>Culinary</td>
<td>Pick: Early Oct</td>
<td>Store Oct-Mar</td>
</tr>
<tr>
<td>159</td>
<td>Small</td>
<td>Standard</td>
<td>Moderate</td>
<td>Good</td>
<td>good</td>
<td>Either Edward VII or Dummellor’s Seedling (also called Dumelow’s Seedling/Wellington)</td>
<td>Culinary</td>
<td>Pick: early/mid Oct</td>
<td>Store: Oct-Apr</td>
</tr>
<tr>
<td>160</td>
<td>Small</td>
<td>Standard</td>
<td>Moderate</td>
<td>Good</td>
<td>moderate</td>
<td>Lady Sudeley</td>
<td>Dessert</td>
<td>Pick and use early Sept</td>
<td></td>
</tr>
<tr>
<td>161</td>
<td>Large</td>
<td>Standard</td>
<td>Moderate</td>
<td>Good</td>
<td>moderate</td>
<td>Bramley’s Seedling</td>
<td>Culinary</td>
<td>Pick: Early Oct</td>
<td>Store Oct-Mar</td>
</tr>
<tr>
<td>162</td>
<td>Large</td>
<td>Standard</td>
<td>Moderate</td>
<td>Good</td>
<td>good</td>
<td>Bramley’s Seedling</td>
<td>Culinary</td>
<td>Pick: Early Oct</td>
<td>Store Oct-Mar</td>
</tr>
<tr>
<td>164</td>
<td>Small</td>
<td>Half-standard</td>
<td>good</td>
<td>good</td>
<td>Worcester Pearmain</td>
<td>Dessert</td>
<td>Pick: early/mid Sept</td>
<td>Store: Sept-Oct</td>
<td>No work required this winter</td>
</tr>
<tr>
<td>165</td>
<td>Large</td>
<td>Standard</td>
<td>Moderate</td>
<td>Good</td>
<td>Good to vigorous</td>
<td>Bramley’s Seedling</td>
<td>Culinary</td>
<td>Pick: Early Oct</td>
<td>Store Oct-Mar</td>
</tr>
<tr>
<td>No</td>
<td>Size</td>
<td>Health</td>
<td>Texture</td>
<td>Pruning</td>
<td>Comments</td>
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<tr>
<td>0166</td>
<td>Large standard</td>
<td>Moderate to weak</td>
<td>Moderate</td>
<td>Bramley’s Seedling Use: Culinary Pick: Early Oct Store Oct-Mar</td>
<td>0166  Large standard Moderate Good Moderate to weak Moderate to weak Bramley’s Seedling Use: Culinary Pick: Early Oct Store Oct-Mar No work required this winter</td>
<td></td>
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<tr>
<td>0167</td>
<td>Small half-standard</td>
<td>Poor</td>
<td>Moderate</td>
<td>Duchess’s Favourite Use: dessert Pick and use early September</td>
<td>0167  Small half-standard Poor Moderate Moderate Duchess’s Favourite Use: dessert Pick and use early September Light pruning to thin canopy volunteers</td>
<td></td>
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<tr>
<td>0168</td>
<td>Large standard</td>
<td>Good</td>
<td>Good</td>
<td>Moderate</td>
<td>0168  Large standard Good Good moderate Moderate Bramley’s Seedling Use: Culinary Pick: Early Oct Store Oct-Mar No work required this winter Thin epicormic growth winter 1920/21</td>
<td></td>
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<tr>
<td>0169</td>
<td>Large standard</td>
<td>Good</td>
<td>Good</td>
<td>Moderate</td>
<td>0169  Large standard Good Good moderate Moderate Newton Wonder Use: dual purpose Pick: mid Oct Store: Oct-Mar Shorten low spreading branches arborist</td>
<td></td>
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<tr>
<td>0170</td>
<td>Multistem with Phoenix Branch.</td>
<td>Good</td>
<td>moderate</td>
<td>Moderate</td>
<td>Either  Edward VII or Dum Mellor’s Seedling (also called Dumelow’s Seedling/ Wellington) Use: Culinary Pick: early/mid Oct Store: Oct-Apr</td>
<td>0170  Multistem with Phoenix Branch. Good moderate Moderate Either Edward VII or Dum Mellor’s Seedling (also called Dumelow’s Seedling/ Wellington) Use: Culinary Pick: early/mid Oct Store: Oct-Apr No work required this winter</td>
<td></td>
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<tr>
<td>0171</td>
<td>Half-standard</td>
<td>Moderate</td>
<td>Good</td>
<td>Moderate</td>
<td>No fruit 2016 Clear scrub</td>
<td>0171  Half-standard Moderate Good Moderate Newton Wonder Use: dual purpose Pick: mid Oct Lightly reduce branch length/weight arborist</td>
<td></td>
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<tr>
<td>0172</td>
<td>Half-standard</td>
<td>Moderate</td>
<td>Good</td>
<td>Moderate</td>
<td>No fruit 2016 Clear scrub</td>
<td>0172  Half-standard Moderate Good Moderate Newton Wonder Use: dual purpose Pick: mid Oct Lightly reduce branch length/weight arborist</td>
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<td>0173</td>
<td>Large standard</td>
<td>Moderate</td>
<td>Good</td>
<td>Moderate</td>
<td>0173  Large standard Moderate Good moderate Moderate Newton Wonder Use: dual purpose Pick: mid Oct Lightly reduce branch length/weight arborist</td>
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<tr>
<td>Code</td>
<td>Size</td>
<td>Health</td>
<td>Fruit Quality</td>
<td>Storage</td>
<td>Maintenance</td>
<td>Notes</td>
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<tr>
<td>0174</td>
<td>Large standard</td>
<td>Moderate</td>
<td>Poor</td>
<td>Good</td>
<td>Poor</td>
<td>Newton Wonder Use: dual purpose Pick: mid Oct Store: Oct-Mar</td>
<td>No work required this winter</td>
<td></td>
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<tr>
<td>0175</td>
<td>Standard</td>
<td>Moderate</td>
<td>Good</td>
<td>good</td>
<td>Good</td>
<td>Gibbon's Russet Dessert or cideruľhuzassx Pick September use Sept Oct</td>
<td>No work required this winter Thin epicormic growth winter 1920/21</td>
<td></td>
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</tr>
<tr>
<td>0176</td>
<td>Large standard</td>
<td>Moderate</td>
<td>Good</td>
<td>good</td>
<td>good</td>
<td>Newton Wonder Use: dual purpose Pick: mid Oct Store: Oct-Mar</td>
<td>Lightly reduce branch length/weight</td>
<td>arborist</td>
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<tr>
<td>0177</td>
<td>Large standard</td>
<td>Moderate</td>
<td>Good</td>
<td>Good</td>
<td>Good</td>
<td>Bramley's Seedling Use: Culinary Pick: Early Oct Store Oct-Mar</td>
<td>Lightly reduce branch length/weight</td>
<td>arborist</td>
<td></td>
</tr>
<tr>
<td>0178</td>
<td>Large standard</td>
<td>Good</td>
<td>Good</td>
<td>good</td>
<td>good</td>
<td>Bramley's Seedling Use: Culinary Pick: Early Oct Store Oct-Mar</td>
<td>Lightly reduce branch length/weight</td>
<td>arborist</td>
<td></td>
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<tr>
<td>0179</td>
<td>Large standard</td>
<td>Strong</td>
<td>Good</td>
<td>good</td>
<td>good</td>
<td>Bramley's Seedling Use: Culinary Pick: Early Oct Store Oct-Mar</td>
<td>Lightly reduce branch length/weight Thin out the epicormic growth, retaining approx. 30%</td>
<td>arborist</td>
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<tr>
<td>0183</td>
<td>Good</td>
<td>moderate</td>
<td>good</td>
<td>Bramley's Seedling Use: Culinary Pick: Early Oct Store Oct-Mar</td>
<td>Lightly reduce branch length/weight</td>
<td>arborist</td>
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<tr>
<td>0184</td>
<td>Good</td>
<td>good</td>
<td>good</td>
<td>Bramley's Seedling Use: Culinary Pick: Early Oct Store Oct-Mar</td>
<td>Lightly reduce branch length/weight Thin out the epicormic growth, retaining approx. 30%</td>
<td>arborist</td>
<td></td>
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<tr>
<td>0185</td>
<td>Good</td>
<td>good</td>
<td>good</td>
<td>Bramley's Seedling Use: Culinary Pick: Early Oct</td>
<td>Lightly thin canopy</td>
<td>arborist</td>
<td></td>
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<td>Store Oct-Mar</td>
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APPLICATION FOR FINANCIAL ASSISTANCE
TO VOLUNTARY ORGANISATIONS

Please fill in all sections in black ink and refer to the attached guidance notes for assistance in completing your application. Should you wish to expand on a question, please enclose additional information on separate sheets. Please ensure that the declaration at the end of the application form is signed and dated.

When completed please return this application to:

The Parish Clerk, Fairfield Parish Council, Fairfield Community Hall, Kipling Crescent, Fairfield. SG5 4GY. Telephone: 07415 615225. Email: enquiries@fairfieldparishcouncil.gov.uk

Your organisation's contact details

Name of organisation [PANDAS FOUNDATION] (PRE AND POST NATAL DEPRESSION ADVICE + SUPPORT)
Contact name [LIZ KNOX]
Position in organisation [GROUP LEADER (VOLUNTEER)]
Address for correspondence [71 DICKENS BOULEVARD, FAIRFIELD, SG5 4FD]

Tel Number (day) [07920 063 579]
Email address [lpower2000@yahoo.co.uk]
Is your organisation a registered charity? If so, please give charity number [1149485]

Bank Details of organisation

If your application is successful, your grant will be paid directly into the organisation's bank account. Please supply details of the account you wish the grant to be paid into.

Name of Bank: [BANK ACCOUNT IS IN THE PROCESS OF BEING APPLIED FOR]
Name on account:
Sort Code:
Account number:
Details of organisation

Brief description of your organisation's aims: 'To make sure that no individual, family or carer feels alone.'

Please describe how the local community of Fairfield benefits from your organisation:

We have a lot of families with babies and young children here. There is nowhere current in Herts / Beds that mums can go if they are struggling with their mental health.

About the project

Please give brief details of your project and what you wish to use any grant awarded for:

We wish to launch a PANDAS support group - this will provide face to face peer support for those struggling during pregnancy or once baby has arrived.

What is the total project cost (attach separate sheets if necessary): £14.60 per hour x 6 hours per month = £87.60

What amount are you requesting from the Council? (Please do not leave this question blank):

£66 per month (for as many months as you are willing to fund initially) x 12 months = £792.00

Have you received or applied for funding from any other source for this particular project? Please give details:

No

Financial details

Does your organisation receive funding from other sources and if so who?

No

How much funding will be provided from your own resources?

I will be paying for tea & biscuits.

Has your organisation done or planned to do any fundraising for this project? If so, please give details:

No
Declaration

I declare that on behalf of the organisation that:

- The application is supported by the Organisation's Management Committee.
- To the best of my knowledge and belief the information I have given is correct.
- I understand the conditions on which the grant is awarded and agree to adhere to those conditions.
- I authorise the Council to make any necessary enquiries to verify the information on this form, and to cross check information I have given with any other organisations.
- I understand that additional conditions may be attached to the award of any grant.

Signed:  
Print Name: E A KNOX

Date: 18-9-19  Position held: GROUP LEADER

Please submit the following supporting information with your application:

- The completed grant application form with all questions answered.
- A copy of the most recent annual Accounts for the Organisation.
- A copy of three quotations for the goods or services that funding has been applied for.

Important
Your application can only be processed if all the questions are answered, the form is signed and if we receive all the necessary enclosures.
PANDAS SUPPORT GROUPS - PANDAS FOUNDATION UK

What are PANDAS Support Groups?

We have PANDAS Support Groups in many areas of the UK. Each group set up is slightly different, what they have in common is they are run by people who have lived in experience of perinatal mental health illness and they offer peer support.

Our facilitators understand how lonely and isolating it can be to be a parent, we understand that it can be difficult to attend groups when you are feeling low and anxious but the groups are somewhere where you can get support in a welcoming and friendly environment. Our group leaders understand how hard it is to come to a new group and will do everything they can to make you feel comfortable.

What is peer support?

Peer support is people using their own experiences to help each other. Peer support can improve your emotional health and wellbeing and let you know that you are not alone. Everyone’s experience is different and at the groups we respect everyone’s opinion.

How can I find my nearest support group?

Our on-line map of all our support groups is linked here (http://www.pandasfoundation.org.uk/support-groups-local/). Input your address and you will be given a list of support in your local area. You can then highlight the support group nearest you and it will give you further information on the group. If you would like more information, or if there is not a group in your area please contact the support groups team: support.groups@pandasfoundation.org.uk

Our group leaders

All our support group leaders have had the necessary safeguarding checks and training and are offered support and supervision. Our group leaders aim to provide a safe and supportive environment and have policies and procedure guidelines to follow to maintain safeguarding, data protection and confidentiality requirements.

Do I have to say something?

No, you don’t have to speak out about your experience if you don’t feel able to. We want you to feel comfortable within the group and it is up to you what you share.

What will happen at the meetings?

Meetings vary from group to group and you can contact the support group in your area for more information. If a group has a webpage or a Facebook page this will also be linked in the contact information and will offer further information about the group. Often there are refreshments and groups vary from a cup of tea and a chat to session topics on methods of self-care.

Groups are held in Children’s Centres, Village Halls, Church Halls and some other community venues and have facilities for parking and baby changing; for more information simply contact the group and they will give you more information about the venue.

Will I be expected to come to all the meetings?


No, we understand that the groups may not suit everybody or there may be weeks when you don't feel like coming or have any other plans.

There's not support group in my area what can I do?

We have new groups joining PANDAS every month, please email: support.groups@pandasfoundation.org.uk and we will add your name to our 'no group in area' database enabling us to keep in contact with you and let you know if a group starts in your area.

Do I have to pay?

This varies from group to group. Some groups are free, others ask for a voluntary donation. All groups however are not for profit and all funds go back in to the support group or PANDAS Foundation. For more information, contact your local support group leader or look on their website or Facebook public page.

Can I take my children?

Of course. Groups have toys, games and crafts for your little ones; this is protected time for you and your baby and a way to meet other mums, dads and children. Your children remain your responsibility at all times during the meeting.

Evening sessions sometimes have different kinds of activities such as hand massage and nail treatments these are a chance for you to have some time to yourself. It is best to contact the group leader before the session to ask if you can bring babies along.

I would like to set up a support group how do I do this?

It is great that you would like to set up a support group, click here (http://www.pandasfoundation.org.uk/support-groups-enquiry-form) and fill in your name, email and address and we will send you a support group information pack with more details about how to start your group. If you would like any more information then please contact: support.groups@pandasfoundation.org.uk

looking for something?

RECENT POSTS

DONATIONS (http://www.pandasfoundation.org.uk/donations/)


PNDAW18 Blog Series – Sean (http://www.pandasfoundation.org.uk/pndaw18-blog-series-sean/)


PNDAW18 Blog Series – Kerry Thomas (http://www.pandasfoundation.org.uk/pndaw18-blog-series-kerry-thomas/)

TWITTER FEED

A little reminder for you all this week, If you are having a difficult week. ❤️ #pandashr #metime #parenting...
https://t.co/YX0caK5672
29 minutes ago (https://twitter.com/Pandas_Uk/statuses/1171457016503333568)

2 days left For your chance of winning one of these perfect prizes please send in a suggested donation of £3 per...
https://t.co/55LrjHcK
52 minutes ago (https://twitter.com/Pandas_Uk/statuses/1171451071463444480)

Thank you so much for sharing Pandas support services. #pandashr https://t.co/opwglJp02
2 hours ago (https://twitter.com/Pandas_Uk/statuses/1171456036771069544)
Parish Council Event Tent

Coleman Event Shelter XL

Price: £148.74
Shipping cost: £13.32
Save £52.82
In stock
Delivered within 5 business days
Safe, wide and easy payment options

Coleman Event Shelter Sunwall XL

Price: £22
Save £0
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Delivered within 5 business days
Safe, wide and easy payment options

4 Panel Table Top Display Board - Aluminium Frame

Product Code: F92000-AL

Our 4 panel table top display with aluminium frame is available with 8 different panels colours, giving you an option that best fits your colour scheme. Graphics can be attached easily to the fabric panels using Velcro and the display folds down when not in use for easy storage and transport.

Price: £137.25 Ex VAT
Choose Panel Colour

- Green

Quantity: 1
Add to Basket

Looking for a bulk discount? Request a Quick Quote
Appendix G
The Transfer of the Community Hall

Background

Fairfield Community Hall was built as a condition of the 106 agreement regarding Fairfield.

Prior to the opening of the Community Hall a meeting was held; organised by Stotfold Conservatives and amongst those invited to attend was MP Alistair Burt. A group of Fairfield residents not previously invited also presented themselves on the night to point out that the building was not fit for its intended purpose as a community hall. Although the hall was built after consultation with certain officials of the then FPRA, it is not a Community Hall in the accepted sense but a Sports Hall, owing to the fact that it is little more than two badminton courts, a sparsely fitted kitchen, a very small meeting room and just fifteen car parking spaces.

It was further pointed out that because that it was a vast empty space, it would become a financial burden to Fairfield Park residents who, under the 106 agreement were going to be responsible for its upkeep. There would be difficulty in getting organisations to use it as smaller groups would be “lost” and it is unlikely that there would not be enough large events to bring in the necessary revenue to cover costs.

Many meetings, much discussion followed and eventually we are with the facilities we have today – still far from ideal but which have been made to work thanks to the hard work of many.

Numerous snagging issues were visible and the FPRA were granted permission by Fairfield Redevelopment to employ and pay a Surveyor with the costs coming from the rent charge. The results of his survey were sent to the developer/builder.

By 2012 it was realised that that a handover was away off and the building was standing idle. An agreement was reached with Linden Homes for the community to use the building under a letter of agreement. Advice was sort from Sue Norman, the Village Halls officer to the Bedfordshire Rural Communities Charity (BRCC). Her input proved invaluable, she steered us towards grant opportunities and also advised that if the hall was run as a Charitable trust it would receive 100 per cent rate relief (80 per cent and 20 per cent discretionary under CBC policies).

Most felt that this would be for a short period, a year maximum before the hall was handed over to residents. However, to say the builders were remiss in dealing with the Surveyors findings is an understatement.

In the meantime, FPC had been formed and FPRA had made representations to the Council suggesting that they should be the owners of the building rather than FPRC. In this way any financial work required would be met by the whole community of Fairfield rather than just Fairfield Park residents. This was agreed, a joint approach made to Linden Homes which they agreed to. At the time Linden Homes said it would require a “back to back” transfer i.e. a simultaneous transfer from Linden Homes to FPRC and then from FPRC to FPC. This may still be the case; however it is Blandy and Blandy’s view that it is not necessary.
2019

In January 2019 Steve Rodgers of Messrs Templars advised us that he was happy with the work and that we could proceed with the transfer. As such he has affectively signed it off.

In February 2019 Nick Andrews, Chair of the Community Hall Trust, confirmed that to the best of his knowledge, the work on the various snagging lists has now been completed.

Following that we asked Simon Patterson, the now village halls officer at BRCC, to a meeting for his advice on the best way to run the hall. It was attended by Barrie Dack (FPC and Trustee), and Katrina Henshaw (FPC clerk) and Nick Andrews and Julie Turner (trustees).

Simon confirmed that Sue’s original advice was still current as it saved village halls a large amount of money on business rates (in our case £9.5k). However, he advised the trustees to look towards a different type of trust.

He also supplied us with a model lease prepared by BRCC’s parent ACRE (Action with Communities in Rural England) and a model trust.

**Decisions that need to be taken by FPC.**

How to run the hall going forward i.e. a lease to a trust or run it ourselves.

If a lease, how long.

What other changes do you recommend to the model lease of ACRE.

A request to use the ACRE document to save legal fees)

Then a report on matters contained in the welter of documents provided by Blandy and Blandy
ACRE Model Document
Lease of Land and Trust Deed
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We are grateful to Jonathan Dawson MA LLB, ACRE's honorary legal adviser, for his input and support in producing this model document.
Section 1  Notes on the 2013 Edition

1. Background

Model trust deeds for village halls have existed for approximately 65 years. They were originally issued by the National Council for Voluntary Organisations. In 1987 copyright was transferred, together with the National Village Halls Advisory Service, to the charity ACRE (Action with Communities in Rural England) which is part of the Rural Community Action Network. The Models have been revised and updated as the governing legislation has changed.

This 2012 edition supersedes all previous editions. This Model is suitable for leasehold property. An alternative Model is available for freehold property. The principal changes of this edition relate to the Charities Act 2011 and to the lease of the land and its registration with the Land Registry.

By virtue of the objects set out in the Trust Deed, a village hall using this Model will be a charity. However, charity registration depends on the village hall’s level of annual income (see below).

2. Aim of this Model

The aim of this Model is to provide for:

(a) the lease of the land and the village hall (if any) and the manner in which the land and village hall shall be controlled and managed
(b) the appointment of holding/custodian trustees in whom the property shall be vested but who will not exercise any control over the management of the hall
(c) the vesting of the lease in the Official Custodian for Charities or, in the alternative, the continued use of holding/custodian trustees and
(d) the appointment of a committee to manage the hall and the manner in which the committee shall be formed (the Trust Deed). The committee members for the time being will be the charity trustees within the meaning of Section 177 of the Charities Act 2011 and will therefore have the general control and management of the administration of the charity and full responsibility for the management and upkeep of the property.

3. Registration

(a) A charitable village hall must be registered with the Charity Commission if its annual income is greater than £5000. A new village hall whose annual income is less than £5000 may seek a charity registration once its annual income is greater than £5000. This Model can be used as the basis for the preparation of the legal document. Space is provided for the completion of the details of the intending village hall charity and a number of optional clauses are included in the text to be included or deleted as required.

(b) Once the Trust Deed has been executed and providing the village hall’s annual income is greater than £5000, the steering committee of the village hall or their adviser should register with the Charity Commission online.

(c) This Model has been approved by the Charity Commission for the purposes of registration and the registration process will be quicker and simpler if this printed Model is used and departures from the Model are avoided. The Commission will, where necessary, obtain clearance from HM Revenue & Customs.

(d) It is also strongly recommended that while still in draft form the Deed is checked by the relevant grant-aiding authority(ies) for the area, to see that it does not conflict with the terms upon which grants are made. Your Rural Community Action Network member can offer guidance on the draft or on whom to contact.

(e) It is essential that those responsible for acquiring property for the purpose of a village hall should in all cases consult a solicitor. The solicitor should be independent of all other parties to the
establishment of the village hall and should, if possible, be experienced in charity work in general and village halls in particular. It is not recommended that the Parish Council solicitor be used: notwithstanding any goodwill on the part of the Parish Council and its solicitor, such solicitor is bound to consider the interests of the Parish Council before those of the village hall. This is particularly important where it is proposed to add to or amend the model Trust Deed. In any event, a solicitor will be needed to consider the lease and to complete the formalities (see paragraph 6). Where a charitable trust for a village hall already exists and it is intended to vary or bring up to date it is possible to do so by passing a resolution in accordance with s.280 of the Charities Act 2011. This allows an unincorporated charity to modify any trust provision relating to any of the powers exercisable by the charity trustees, and the procedure to be followed in connection with its administration.

(f) It is recommended that the lease and the Trust Deed are completed at the same time.

4. Insurance

(a) Several specialist village halls insurance schemes are available and particulars can be obtained from your local Rural Community Action Network (RCAN) member or ACRE upon request. It is important that village hall management committees keep the trust property fully insured and also affect other insurances to cover their activities e.g. public liability insurance and employer’s liability insurance where staffs are employed; in the event that the charity is uninsured, or underinsured, the committee may be liable. Insurance cover should be reviewed annually by the management committee.

(b) If the charity trustees wish to take out trustee indemnity insurance they may do so in accordance with s.189 of the Charities Act 2011: no power is needed in the Trust Deed. Nevertheless, such power is included (clause 6.10) to ensure that village hall management committees are aware of the power to take out such insurance. It will be necessary to establish that the trustee indemnity insurance will benefit the charity and not the trustees. There are various forms of trustee indemnity insurance available offering different types of cover and trustees must take advice on which, if any, would be appropriate. It is no longer necessary to gain Charity Commission approval.

5. Use of Church halls (Albemarle Schemes)

(a) (i) Some villages have a church hall that perhaps is not used very frequently by the church. In this context reference to the use of a church hall means use for any purpose for the advancement of religion, including use by organisations connected with the Church. For example, use of the premises for:

- The celebration of Divine Service
- Evangelistic activities
- Confirmation classes
- Religious festivals
- Sunday Schools
- Meetings of the clergy; and
- Activities association with religious services (e.g. wedding receptions)

(ii) It may also include meetings of:

- The brownies, cubs, guides and scouts; and
- Church clubs and societies (e.g. Mothers Union)

(b) (i) Sometimes the trustees of a church hall may find that:

- The hall is not needed all the time for Church purposes, although it is needed on an occasional and regular basis; and
- They have insufficient funds available to maintain the hall or to improve it to acceptable standards; and
- The hall is needed by the community for additional charitable use, which does not qualify as a church purpose, such as for a village hall or youth centre.
Where this is the case, unless the governing document of the charity permits the use of the property for non-church purposes, the trustees cannot simply allow the hall to be used for another charitable purpose. This is because they are bound by the trusts upon which the hall is held, i.e. for church purposes only.

(c) In these circumstances, the church charity will have to contact the Charity Commission with a view to obtaining an Albemarle Scheme. This Scheme will, if granted, permit the charity to lease the land to a village hall and set out the principle terms and conditions of such lease.

(d) It is essential that the church charity trustees and the steering committee of the new village hall work together in this regard. The village steering committee will want the longest lease possible on the least onerous terms and conditions available: the church charity trustees may be willing to accept the village hall's proposal but they must, of course, act in the best interests of the charity. The Charity Commission will advise only with regard to the church charity's interests, not those of the proposed village hall. What this means in practice is that the Charity Commission may influence the terms of the lease unless the church charity trustees and the village hall steering committee present a united front. This is of particular concern if the two sides agree on only a peppercorn rent.

(e) The Charity Commission will only make an Albemarle Scheme where the conditions set out in paragraph (b) above apply and it is in the best interest of the church charity to do so. One important factor in convincing the Charity Commission that an Albemarle Scheme is in the interests of the church charity, is where the village hall management committee agrees to spend significant funds on improving the hall to meet current standards. The other important issue here is that the Church must retain regular free use of the hall: if the Church decides that it will want to use the hall only on an infrequent basis then the Charity Commission may tell the Church trustees to sell land on open market terms instead.

(f) The principle terms and conditions of such lease to be included in the Scheme will be:

- The length of term, which will usually be 35 years, possibly with the option for a further lease of 35 years provided the lessee puts the building into repair
- The rent and any rent review provisions
- Repairing obligations of the lease
- Free use of the hall by the Church on specified days of the week

6. Legal Formalities

(a) Charities are exempt from stamp duty land tax (Finance Act 2003, Schedule 8) whether or not they have a charity registration but where the lease is for a term of more than 7 years and either a premium of £40,000 or more or an annual rent of more than £1000 is paid, SDLT online procedures must be dealt with in the usual way. A lease to a charity at a peppercorn rent or otherwise on terms less than the figures above does not need any SDLT return. Legal advice must be sought in every case.

(b) (i) Where the transaction consists of the grant of a lease of more than 7 years, care must be taken to ensure that an application for first registration of the tenant's title is made to the appropriate district land registry (see Land Registration Act 2002, s.(1)(c)). The entry must specify that it is for a registered charity.

(ii) Where the transaction consists of the grant of a lease for a term exceeding 7 years and the landlord's own title is registered, the grant is a disposition under the terms of the Land Registration Act 2002. Consequently, care must be taken to ensure that application is made to the appropriate district land registry for first registration of the tenant’s title. Additionally, prescribed clauses must be attached to the lease. The entry must specify that it is for a registered charity.

In any case the trusts must be declared in a separate Trust Deed.
(c) If land is being leased from another charity, the lessor charity may first need to obtain the Charity Commission’s consent to the leasing if the lessor charity cannot comply with s.117(2) of the Charities Act 2011. The lease must include a certificate from the landlord to the effect that the lease has been sanctioned by the Charity Commission, or where s.117(2) of the Charities Act 2011 applies, that the charity has power to grant the lease and that it has complied with the provisions of that section so far as applicable to it. Where the lease is granted pursuant to an Albemarle Scheme, the lease must include a certificate from the landlord to the effect that the lease has been sanctioned by the Scheme. It is good practice to annex a copy of the Scheme to the lease.

(d) This Model provides for the leasehold interest to be held initially either by not less than two (ideally four) individual holding trustees or by the Parish Council. It then provides for the leasehold interest to be vested in the Official Custodian for Charities. Unfortunately, leasehold interests cannot be granted directly in the Official Custodian for Charities; leasehold interests must first be granted to individuals or the Parish Council following which (in the case of individual holding trustees) an application is made online to the Charity Commission for a vesting order (see the note on page 19). Note that this facility is not available to a village hall that is either not a registered charity or is a registered charity but is in default in its filing obligations with the Charity Commission.

Once the leasehold interest has been registered at the Land Registry, the management committee should apply online to the Charity Commission for a vesting order. Provided the village hall is a registered charity and is not in default of its filing requirements under charity law with the Charity Commission, a vesting Order will be made by the Charity Commission. Application must be made to the Land Registry for the vesting of title in the Official Custodian to be recorded on the title register. The application form AP1 should be accompanied by a certified copy of the vesting order.

(e) ACRE recommends that the title to the lease be vested in the Official Custodian. The problem with using individuals as holding trustees is that the village hall have to go to the trouble and expense of appointing new trustees and transferring the legal title to the property (and having to apply to the Land Registry for the transfer to be registered) each time one or more of these individuals ceases to be a trustee – either voluntarily or as a result of death or moving out of the area. The management committee is not forced to have title vested in the Official Custodian but it should have very good reasons for not doing so. If, however, it is decided not to vest the leasehold interest in the Official Custodian for Charities, then the leasehold interest can remain in the names of not less than two individual holding trustees. These individuals would hold the leasehold interest as holding trustees for the charity trustees of the village hall.

(f) The village hall management committee must have a procedure in place to deal with changes in holding trustees over the passage of time. Each time a holding trustee wishes to retire (perhaps because they are moving out of the area) or dies, all the holding trustees must execute a Deed of Appointment using the power under s.36(1) of the Trustee Act 1925 to replace the retiring or deceased holding trustee. The title to the village hall will vest in the remaining holding trustees and the new holding trustee in accordance with s.40(1) of the Trustee Act 1925. Failure to do this will result in major legal problems when the village hall management committee wishes to deal with the land. If in doubt, the village hall management committee must take legal advice.

(g) If, on the other hand, it is intended that the leasehold interest shall be granted to the Parish Council, the Parish Council will hold the leasehold interest as custodian trustee. A Parish Council is qualified to act as a custodian trustee by virtue of the Public Trustee Rules 1912, SR & O 1912/348, r30 (h) (amended by the Public Trustee (Custodian Trustee) Rules 1975).

Similarly, if it is desired to take the lease in some other corporation qualified to act as the holding trustee, the lease is taken in the name of that corporation. If it is intended that the legal estate should remain vested in individual trustees, the first alternative Clause 5 of the Trust Deed must be used. Such individual trustees are bare trustees and thus have no powers of management or control over the property.
(h) If a village hall decides to use holding trustees for an indefinite period, then ideally, none of such holding trustees should also sit on the management committee of the village hall. The job of a holding trustee is quite distinct from that of a member of the management committee and occasionally conflicts of interest can arise. The Trust Deed (Clause 5.2.4) disqualifies holding trustees from being members of the management committee, although this is not a legal requirement. Where the management committee decides that it is in the village hall’s best interests for one or more of the individual holding trustees to sit on the management committee, they must seek the approval of the Charity Commission (otherwise they will be acting in breach of trust) and they should bring to that person’s or those persons’ attention the different roles of being a holding trustee and a member of the management committee, and the potential conflicts of interest that arise.

(i) If it is intended that the legal estate should remain vested in individual trustees, the first alternative Clause 5 of the Trust Deed must be used. Such individual trustees are bare trustees with no powers of management. It is however not recommended that the leasehold interest should remain vested in individual trustees because of the trouble and expense of appointing new trustees by deed (with consequential Land Registry forms and expense) when trustees die or retire. (see the note on page 8). The right of the holding/custodian trustees to vest the term in the Official Custodian for Charities is contained in the first alternative Clause 5 (5.1) of the Trust Deed. As to the indemnifying of the holding trustees by the village hall – see Clause 22 of the Trust Deed.

(j) The Model Lease is appropriate if a building is to be leased for which the village hall agrees to assume responsibility for the upkeep of both the exterior and the interior of the building, Clause 3.4 (page 10) of the Model Lease should be amended accordingly and Clause 4 should include a suitable landlord covenant to repair the exterior (see the notes on pages 10 and 13). If land only is to be leased, (e.g. for a village hall to be built) or if part only of a building is to be leased, a different type of lease would be required. Legal advice should be taken.

(k) The Model Lease contains the minimum that a lease of a village hall should include. The covenants by both Lessee and tenant are considered to be reasonable but it will be up to the management committee’s solicitors to advise as to whether other provisions are appropriate or not. Particular care should be taken to avoid entering into covenants which would restrict the use of the hall for its intended purposes unreasonably.

(l) The Model Lease has prescribed clauses LR1 to LR14; these are required by the Land Registry and may have to be adjusted if changes are made to the Model Lease.

(m) The execution of instruments by Parish Councils and, in Wales, Community Councils is governed by Section 14(3) and Section 33(3) respectively of the Local Government Act 1972. The Parish (or Community) Council may have a common seal which they use to execute documents. Alternatively, the Council will appoint two of its members to execute the document on its behalf under seal. The execution of the document need not take place at a Parish Council meeting.
Section 2  The Lease

LR1  Date of lease

LR2  Title number(s)
LR2.1 Landlord’s title number
LR2.2 Other title numbers

LR3 Parties to the lease

Landlord:

Tenants: _____________________________________________________
________________________________________________________________
or the Parish Council of ____________________________________________

LR4 Property

[See Schedule 1]

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

LR5 Prescribed statements etc.

LR5.1 The land demised will, as a result of this lease be held by a non-exempt charity, and the restrictions on disposition imposed by section 117 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

LR5.2 N/A

LR6 Term for which the property is leased

From and including
To and including
OR
The term as specified in this lease at clause/schedule/paragraph
OR
The term is as follows:

LR7 Premium

[None]

LR8 Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

The tenants in this model are holding/custodian trustees, who may be:

i. The parish council or some other corporate body qualified to act as custodian trustees; or
ii. A number of private individuals. To avoid confusion over their roles these should preferably not be members of the management committee. See note 6(h) on page 15

The expression Parish Council has been retained throughout this model lease. Such councils are known as Community Councils in Wales. Where a resolution passed under s.245(6) of the Local Government Act 1972, the Council will be known as Town Council and should be referred to as such in the lease.
LR9 Rights of acquisition etc

LR9.1 Tenant’s contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

[None]

LR9.2 Tenant’s covenant to (or offer to) surrender this lease

[None]

LR9.3 Landlord’s contractual rights to acquire this lease

[None]

LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

[None]

LR11 Easements

LR11.1 Easements granted by this lease for the benefit of the Property

[None] [See Schedule 2]

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

[None] [See Schedule 3]

LR12 Estate rentcharge burdening the Property

None

LR13 Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction against the title of the Property

No disposition by the proprietor of the registered estate to which section 117 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate.

LR14 Declaration of trust where there is more than one person comprising the Tenant

The Tenant is more than one person. They are to hold the Property on trust for [               ] Village Hall
OPERATIVE PROVISIONS

1. Definitions, interpretation and trust confirmation

1.1 In this Lease:

“Charity” means the Village Hall;

“Charity’s Assets” means all assets of the Charity which are for the time being vested in the management committee as charity trustees of the Charity;

“Trust Deed” means the Trust Deed of even date herewith made by the Tenants, as subsequently amended from time to time in accordance with the provisions thereof;

“holding/custodian trustees” means the Tenants and any other holding/custodian trustee(s) from time to time appointed by the Charity in relation to the holding of title to this Lease;

“Insured Risks” means loss or damage by fire (including riot fire) lightning, explosion, earthquake, landslip, storm, flood, bursting and overflowing of water pipes, tanks and other apparatus, impact by aircraft or other aerial devices or articles dropped therefrom, impact by road vehicles, theft, and damage by malicious persons and vandals;

“Tenants’ obligations” means all obligations of the Tenants, the Charity and of the management committee under any covenant or any other term of this Lease and all implied obligations of the Tenants, the Charity and of the management committee under this Lease;

“management committee” means the management committee of the Charity or otherwise the persons from time to time having the general control and management of the administration of the Charity;

“Official Custodian” means the Official Custodian for Charities appointed pursuant to s.21 of the Charities Act 2011 whose function it shall be to act as trustee for charities in relation to the holding of title to land;

“Premises” means the land and buildings known as described in Schedule 1 and shown in the plan attached thereto;

Official Custodian for Charities:

It is recommended that the lease should be vested in the Official Custodian for Charities provided that the village hall is a registered charity and is not in default of its filing obligations with the Charity Commission. The disadvantage of individuals as holding trustees (if this is the case) is that they die or retire or move away and they will need to be replaced thereby creating expense and trouble for the charity (see note 6(e)). The Official Custodian will not take part in the management of the land or property. The control and management of any hall vested in the Official Custodian is left entirely to the local management committee. The services of the Official Custodian are free. Where it is decided to appoint the Official Custodian an application must be made by the Charity Commission, who will then make an order vesting the lease in the Official Custodian for Charities.

Premises:

Insert brief description, e.g. the Village Hall, Anywhere.
1.2 The Tenants hereby declare themselves holding/custodian trustees of the Charity and will accordingly hold the Premises in trust for the Charity on the trusts declared by the Trust Deed. The Tenants enter into this Lease as the agents of and attorneys for the Charity and the management committee, and accordingly:

1.2.1 any enforceable covenant, agreement or condition contained in this Lease shall be enforceable by or against the management committee as if the Premises were vested in them; and

1.2.2 any reference to the Tenants shall, where appropriate, include also reference to the Charity and the management committee;

1.3 In this Lease:

1.3.1 the Clause headings are inserted for convenience only and shall not affect the construction of this Lease;

1.3.2 words denoting the singular shall include the plural and vice versa;

1.3.3 words denoting one gender shall include each gender and all genders;

1.3.4 references to persons shall be deemed to include references to natural persons, to firms, to partnerships, to bodies corporate, to associations, and to trusts (in each case whether or not having separate legal personality);

1.3.5 references in this Lease to “Clauses” and “Schedule” are references to clauses and, where appropriate, sub-clauses of and to the schedule to this Lease and references to the “parties” or “party” are references to the parties or a party to this Lease;

1.3.6 references in this Lease to “Landlord” shall include the person for the time being entitled to the reversion immediately expectant on the term hereby granted;

1.3.7 references in this Lease to “Tenants” includes their successors in title and exclude persons who shall after the date hereof have ceased to hold the title to the Premises as a result of their replacement by the Charity in accordance with the Trust Deed.]

1.4 Words and phrases having statutory definitions shall, where appropriate, be construed as having the same respective meanings in this Lease.

1.5 Reference in this Lease to any statute or statutory provisions includes a reference to:

1.5.1 that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and

1.5.2 all statutory instruments or orders made pursuant to it;

1.6 Wherever in this Lease the Tenants require the approval of the Landlord, such approval shall not be unreasonably withheld or delayed by the Landlord.
2. **Lease**

The Landlord hereby demises with full title guarantee to the Tenants the Premises together with the rights described in Schedule 2 but subject to the exceptions and reservations described in Schedule 3 to hold the same unto the Tenants from the [ ] day of [ ] 20[ ] for the term of [ ] years upon and subject to the terms and covenants hereinafter mentioned the Tenants paying to the Landlord the yearly rent of £[ ] (if demanded) on the [ ] day of [ ] in each year the first payment to be made on the [ ] day of [ ] 20[ ].

3. **Rent and Tenants’ covenants**

The Tenants covenant with the Landlord as follows:

3.1 to pay the yearly rent at the times and in the manner aforesaid without any deduction;

3.2 to pay all existing and future rates, taxes, assessments, charges, duties and outgoings payable by law in respect of the Premises by either the owner or the occupier thereof;

3.3 to promote the use and enjoyment of the Premises as a village hall providing community facilities for the benefit of the public at large as set out in the Trust Deed;

3.4 to keep in repair, subject to fair wear and tear, the Premises and all fixtures and additions thereon and to yield up the same in such repair at the end of the tenancy.

3.5 not to make any structural or other alterations or any additions in or to the Premises except those previously approved in writing by the Landlord, nor, save where such approval has been given, cut or injure the roof, main walls, main timbers or eaves of the Premises nor do anything likely to injure or endanger the same;

3.6 not to assign, charge, underlet or part with the possession of any part of the Premises without the prior written consent of the Landlord PROVIDED THAT:

3.6.1 if the Tenants or any one of them ceases to be a holding trustee of the Charity they or the survivor or the personal representatives of the survivor of them may assign this Lease to any person or persons appointed by the Charity to be a holding trustee. Notice of such an assignment and a certified copy of the relevant assignment must be given to the Landlord within 21 days;

3.6.2 the Tenants are permitted to provide to third parties facilities for the use of any part of the Premises (whether by way of hire, occupational licence or otherwise) for purposes consistent with the use of the Premises permitted under this Lease provided that no relationship of landlord and tenant is thereby created;

3.6.3 the Tenants are permitted (but only in accordance with written terms which shall be subject to the Landlord’s approval) to allow a connected body, by way of occupational licence or otherwise, to provide services or facilities (including but
without limitation the operation of a bar or catering facilities) within the Premises where the provision of such services or facilities by the Tenants would not be a breach of the terms of this Lease.

3.7 the following are connected bodies for the purpose of sub-clause 3.6.3;

3.7.1 any unincorporated association in respect of which the management committee or persons nominated by them retain the majority of voting rights at a general meeting;

3.7.2 any corporate body in which the management committee or persons nominated by them hold the majority of voting rights;

3.8 nothing herein contained shall prevent the Tenants from vesting their interest in the Premises and this Lease in the Official Custodian or from assigning such interest to any corporate body resulting from the incorporation of the Charity;

3.9 not to carry on or to permit or suffer to be carried on any part of the Premises any offensive, noisy or dangerous trade, business or occupation, nor to permit or suffer the Premises to be used as a factory or place of manufacture or for any illegal or immoral purpose or so as to cause nuisance to the Landlord or the neighbourhood (save that reasonable use of the Premises in accordance with Clause 3.3 shall not be deemed to be in breach of the covenant contained in this present sub-clause) nor do or permit or suffer to be done upon the Premises nor omit to do on the Premises anything the doing or omission of which may invalidate or prejudicially affect any insurance of the Premises or which may lead to payment of any policy moneys being refused in whole or in part or cause an increased or extra premium to be paid (save where the Tenants have agreed to pay the relevant increase or extra premium);

3.10 not to keep or permit or suffer to be kept on the Premises or any part thereof any materials of a dangerous, explosive or inflammable nature or any materials the keeping of which may contravene any Statute or any rule, regulation or bye-law made by any authority, local or otherwise, having power to make rules, regulations or bye-laws, or any materials which constitute an unreasonable nuisance to the tenants or occupiers of other parts of the building (if any) of which the Premises form part or of property in the neighbourhood;

3.11 not to place or permit or suffer to be placed upon the Premises anything which shall in the reasonable opinion of the Landlord be likely to cause structural instability to the Premises;

3.12 to insure and keep insured the Premises against the Insured Risks with a reputable insurance company and to produce on request to the Landlord the receipt for the current year's premium or premiums and the Tenants shall apply any insurance monies in the rebuilding or reinstatement of the Premises in case of damage by an Insured Risk;

3.13 to permit the Landlord by its duly authorised agents and officials with or without workmen and others at all reasonable times in the daytime and upon reasonable prior notice to enter upon the Premises in order to examine the state and condition thereof and for all reasonable purposes and the Tenants shall repair and make good with materials
to be approved by the Landlord all defects and repairs for which the Tenants are responsible hereunder and of which notice in writing shall have been given to the Tenants and to the Association by the Landlord or left at the Premises within two calendar months after the giving of such notice;

3.14 to apply for and be responsible for the cost of obtaining a licence where appropriate and to apply for the prior written approval of the Landlord to use or to permit the use of the Premises for the performance of public entertainments in music and dancing, stage plays, boxing, wrestling, gaming or for the sale or supply of intoxicating liquor of any kind or of food for consumption either on or off the Premises which now or in the future may require licence or consent under statute;

3.15 not to use or permit to be used the Premises or any part thereof for any sale by auction (other than charity auctions) or for any purpose whatsoever other than as a village hall in furtherance of the objects from time to time of the Charity;

3.16 subject as hereinafter contained at their own expense to do all things necessary in and to the Premises necessary for complying with the provisions of the Town and Country Planning Act 1990, the Offices Shops and Railway Premises Act 1963, the Fire Precautions Act 1971, the Health and Safety at Work etc. Act 1974, Public Health Acts and Factory and Workshops Acts and all local Improvement Acts and with the rules, bye-laws and regulations of any Government Department and all other authorities, local or otherwise, having power to make rules, bye-laws or regulations with reference to the Premises whether required to be carried out by the Tenants or the Landlord provided that nothing contained in this clause 3.16 shall impose upon the Tenants any obligation to carry out any works or do any things:

3.16.1 for which the Landlord is responsible pursuant to its covenants contained in clause 4 unless the same is occasioned as a direct result of an alteration carried out to the Premises by the Tenants;

3.16.2 which could reasonably be regarded as works or things constituting more than day to day maintenance for the proper use and enjoyment of the Premises;

3.17 not to apply for planning permission for the Premises without the Landlord’s consent which shall not be unreasonably withheld or delayed;

3.18 to pay all proper and reasonable expenses including Solicitors’ costs and Surveyors’ fees properly and reasonably incurred by the Landlord incidental to the preparation and service of a notice or notices under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court;

3.19 to keep the Landlord fully indemnified against any claims proceedings actions or demands made or brought and all losses damages costs expenses and liabilities reasonably and properly incurred suffered or arising directly or indirectly in respect of or otherwise connected with:

3.19.1 the use and occupation of the Premises
3.19.2 the state of repair and condition of the Premises (insofar as such repair and condition is the responsibility of the Tenants)

3.19.3 any act omission or negligence of the Tenants or of any other person at the Premises with the express or implied authority of the Tenants or the Charity or of anyone deriving title through the Tenants

Provided however that the Landlord shall give immediate notice to the Tenants or the Charity of every claim made against the Landlord which the Landlord considers is covered by this indemnity and shall not make any admission of liability thereto or settle or compromise any such claim or demand without the consent in writing of the Tenants;

3.20 to give notice to the Landlord of any defect in the Premises that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord whether pursuant to the Defective Premises Act 1972 or otherwise;

3.21 not to-

3.21.1 cut injure or remove or allow the roofs walls floors foundations beams joists timbers or structure of the Premises to be cut injured or removed

3.21.2 make any structural alterations or additions to the Premises

3.21.3 erect any new building on the Premises

without first getting the Landlord’s consent in writing (such consent not to be unreasonably withheld or delayed or given subject to unreasonable conditions);

3.22 to permit the Landlord at any time during the six months immediately preceding the determination of this Lease to enter upon the Premises and affix and retain without interference upon any part thereof a notice for re-letting or selling the same and to permit all persons with authority from the Landlord at all reasonable times during the daytime to enter and view the Premises;

3.23 at the determination of this Lease peaceably to quit and deliver up possession of the Premises and all landlord’s fittings and fixtures in and upon the Premises to the Landlord or to such person as it shall appoint to receive the same in accordance with the covenants on the part of the Tenants herein contained;

3.24 at the end or sooner determination of the term hereby granted to remove from the Premises all fittings in the nature of tenant’s fittings and to make good all damage occasioned thereby.

4. **Covenants by the Landlord**

The Landlord covenants with the Tenants that the Tenants shall peaceably and quietly possess and enjoy the Premises during the term hereby granted without any interruption from or by the Landlord or any person or persons rightfully claiming through under or in trust for it.

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**Clause 4:**

If the Landlord is to assume responsibility for the exterior of the building a suitable clause might read as follows:

‘To maintain and repair the Premises (other than those parts of the Premises for which the Tenants are responsible in accordance with this Lease) and to keep the same in good and tenantable repair and condition.’

See note 6(j) on page 5
5. **Forfeiture**

The Landlord may at any time re-enter the Premises or any part thereof in the name of the whole and this Lease shall terminate (but without prejudice to any right of action of either party against the other for prior breach of contract by the Landlord or the Tenants (as the case may be) hereinbefore contained) if:

5.1 any rent remains unpaid for twenty one days after becoming payable (whether formally demanded or not); or

5.2 the Tenants fail to perform or comply with any of its covenants and, if such failure is capable of being remedied, fails to do so within a period of six months after written notice of such failure has been delivered by the Landlord to the Tenants and the Charity; or

5.3 the Charity becomes bankrupt or if the Charity shall make any assignment or composition for the benefit of the Charity's creditors or have a receiver appointed or suffer any distress or process of execution to be levied upon goods of the Charity; or

5.4 the Charity ceases to exist or shall become moribund with no reasonable likelihood of the objects of the Charity being continued.

6. **Determination**

The Tenants may at any time terminate this lease by giving to the Landlord not less than three months notice in writing. Any such termination is without prejudice to any claim by either party against any other party in respect of any breach under this Lease.

7. **Local Authority functions**

For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Landlord's rights, powers, duties and obligations in the exercise of its functions as a local authority and the rights, powers, duties and obligations of the Landlord under all public and private statutes, bye-laws, orders and regulations may be as fully and effectually exercised in relation to the Premises as if it were not the owner thereof and as if this Lease had not been executed by it.

8. **Notices**

Any notice to be given under this Lease shall either be delivered personally or sent by first class recorded delivery post or fax. The address for service of each party and of the Charity and any member of the management committee shall be the address stated herein or any other address for service previously notified to the Landlord or (in the absence of any such notification) his last known address. A notice shall be deemed to have been served as follows:-

8.1 if personally delivered, at the time of delivery;

8.2 if posted, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities; and

8.3 if sent by fax at the time of transmission;

This right of termination in favour of the Tenant is included to enable the village hall to bring the lease to an end in circumstances where it has become impossible to continue running the village hall. This might be due to insolvency of the village hall or the failure to elect or appoint new trustees. Such termination would prevent any future liabilities arising for which the charity trustees will be responsible, although any liability to the landlord existing at the time notice of termination is given will still have to be met by the charity trustees.
In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the Post Office as a prepaid first class recorded delivery letter or that the fax was electronically acknowledged as received as the case may be.

9. Limitation of liability

It is hereby agreed and declared:

9.1 no liability shall attach to any person named in this Lease as a Tenant in respect of any breach of the Tenants’ obligations or any of them which occur at a time after the term hereby granted has ceased to be vested in such person;

9.2 the liability of the Tenants or any member of the management committee in respect of any breach of the Tenants’ obligations or any of them shall be limited in amount to the realised value of the Charity’s Assets and nothing contained in this Lease shall entitle the Landlord to pursue, exercise or enforce any right or remedy in respect of any such breach against the personal estate, property, effects or assets of any person or persons from time to time comprising the Tenants or being a member of the management committee or against any assets for the time being vested in such person which do not form part of the Charity’s Assets.

9.3 the liability of the Tenants and of the members of the management committee to observe and perform the Tenants’ obligations and their liability in respect of any breach of the Tenants’ obligations or any of them shall be joint only and not several.

10. Charities Act 2011 certificate

[The Landlord certifies that [this lease has been sanctioned by Order of the Charity Commission][it has power under its trusts to grant this lease and that it has complied with the provisions of s.122(3) of the Charities Act 2011]]

11. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Lease will not have any rights under or in connection with this Lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

12. Landlord and Tenant (Covenants) Act 1995

This Lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

[IN WITNESS this Lease has been executed as a Deed and has been delivered upon its dating.]

[IN WITNESS whereof the Landlord [has caused its Common Seal to be hereunto affixed to this Deed] and two members of [ ] Parish Council have pursuant to a resolution of [ ] Parish Council acting in its capacity as Charity Trustee executed this Lease as a Deed the day and year first before written]
The execution clause given here is an example of how an individual would execute the lease. Each signatory must have their own place for signature. Each signatory must sign to the right-hand side of their names in the presence of an independent witness who should then sign their name below and, in block letters, add their full name and address. If a plan is attached to the lease, they should also sign the plan – no witness is needed to these signatures.
Section 3  Model Trust Deed

Date:

By:

or the Parish Council of the Parish of [   ] in the County of [   ] (the holding trustees' or 'the Parish Council', which expression includes as appropriate their or the Parish Council's successors in title).

Introduction

By a lease [of even date herewith] the holding trustees or the Parish Council hold the freehold title to the Property upon the trusts described below.

Now this Deed Witnesses as follows:

1. Definitions and interpretation

1.1 In this Deed:

- 'area of benefit' means the Parish of [   ]
- 'the Charity' means [ Village Hall]
- 'connected persons' means and includes, in relation to a member of the management committee:
  - that person's spouse or long term partner
  - that person's relatives, namely their children, parents, grandchildren, grandparents, brothers, sisters and their spouses and
  - persons related by marriage
- 'holding/custodian trustees' means [   ] and any other holding/custodian trustee(s) from time to time appointed by the Charity in accordance with this Trust Deed.
- 'management committee' means the first charity trustees and future charity trustees of the Charity
- 'objects' means the objects of the Charity described in Clause 3
- 'Parish Council' means the Parish Council of [   ]
Notes

Property:
Insert details of land.

Charity:
Insert name of charity.

Objects:
The purpose of the charity as here set out reflects the wording of Section 5 of the Charities Act 2011 and current best practice.

Administration, repairs and insurance, and use of income and capital:
The most suitable persons to be named here would be the persons who have acted as an ad hoc or steering committee to acquire the site of the hall.

'permanent endowment' means property of the Charity (i.e. land, buildings, investments or cash) which the management committee may not spend as if it were income without the prior approval by order of the Charity Commission; and expendable endowment means capital of the Charity which may be so spent.

'Property' means [          ]

'secretary' means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity

'trust fund' means all property monies and other assets of the Charity from time to time other than the Property.

1.2 Words importing the singular only shall include the plural; words denoting one gender shall include each gender and all genders; and words importing natural persons shall include also corporations.

1.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

2. Charity
This Deed constitutes a charitable trust whose name is [ Village Hall].

3. Objects
The Property and the trust fund and its income shall be applied for the purposes of a village hall for the use of the inhabitants of the Parish of [                                                ] without distinction of sex, sexual orientation, age, disability, nationality, race or political, religious or other opinions, including use of the Property for meetings, lectures and classes or other forms of recreation and leisure time occupation in the interests of social welfare and with the object of improving the conditions of life for the said inhabitants.

4. Administration, repairs and insurance, and use of income and capital
4.1 The Charity, the Property and the trust fund must be administered by the management committee. The members of the management committee are the charity trustees within the meaning of Section 177 of the Charities Act 2011. Until the end of the first annual general meeting to be held after the date hereof, the management committee shall comprise the following persons: [          ]

The management committee must act reasonably and prudently in all matters relating to the Charity and must always pursue the interests of the Charity to the exclusion of personal prejudices and interests.
4.2 The management committee must:

4.2.1 ensure that the Property and all buildings thereon and other property of the Charity are at all times kept in repair and sufficiently insured against all insurable risks including fire, theft and public liability and must whenever necessary procure a professional valuation for such purposes, and

4.2.2 take out such insurance as the management committee considers necessary to protect the Charity’s property including but not limited to public liability insurance (to include the liability of the Charity to its volunteers) and employer’s liability insurance.

4.3 The management committee must firstly apply:

4.3.1 the Charity’s income and

4.3.2 if the management committee think fit, expendable endowment and

4.3.3 when the expenditure can properly be charged to it, its permanent endowment in meeting the proper costs of administering the Charity and of managing its property (including the repair and insurance of its buildings).

4.4 After payment of these costs, the management committee must apply the remaining income in furthering the Objects.

4.5 The management committee may also apply for the Objects:

4.5.1 expendable endowment and

4.5.2 permanent endowment, but only on such terms for the replacement of the amount spent as the Charity Commission may approve by order in advance.

5. Powers of holding trustees and vesting in the Official Custodian for Charities

5.1 The holding trustees and all persons holding any interest in land beneficially owned by the Charity must take such steps as may be necessary for the purpose of vesting in the Official Custodian for Charities all freehold and leasehold lands belonging to the Charity.

5.2 Pending such vesting in the Official Custodian for Charities:

5.2.1 the holding trustees have no powers of management except such as are expressly conferred on them by this Deed

5.2.2 the holding trustees have the custody of all securities and documents of title relating to the Property but the members of the management committee or any of them have free access thereto and are entitled to take photocopies of them

5.2.3 the holding trustees must do all that is asked of them by the management committee in relation to the Property unless it involves a breach of trust or involves a personal liability upon them. Provided they act only in accordance with the lawful directions of the management committee, the holding trustees should not be liable for the act and defaults of the management committee or any of its members.
5.2.4 the powers of appointing new or additional holding trustees and of discharging holding trustees are exercisable by the management committee alone, but the holding trustees have the same power of applying to the court or to the Charity Commission for the appointment of a new holding trustee as has any other trustee for a charity. The holding trustees are disqualified from holding office as members of the management committee and no member of the management committee may be appointed a holding trustee so long as he or she remains in office as such member.

Or

5. Custodian Trustee

5.1 The Parish Council is the custodian trustee of the Charity and the provisions of Section 2(4) of the Public Trustee Act 1906 applies to the Parish Council and to the management committee respectively in like manner as they apply to the public trustee and managing trustees.

5.2 The Parish Council has no powers of management except such as are expressly conferred on it by this Deed.

5.3 The Parish Council has the custody of all securities and documents of title relating to the Property but the members of the management committee or any of them have free access and are entitled to take photocopies of them.

5.4 The Parish Council must do all that is asked of it by the management committee in relation to the Property unless it involves a breach of trust or involves a personal liability upon it. Provided it acts only in accordance with the lawful directions of the management committee, the Parish Council should not be liable for the act and defaults of the management committee or any of its members.

5.5 The powers of appointing new or additional custodian trustees and of discharging custodian trustees are exercisable by the management committee alone, but the Parish Council has the same power of applying to the court or to the Charity Commission for the appointment of a new custodian trustee as has any other trustee for a charity.

6. Powers of the management committee

The management committee has the following powers, which may be exercised only in promoting the Objects:

6.1 to raise funds and invite and receive contributions and endowments (whether for general or special purposes). In raising funds the management committee must not undertake any trading activities which are liable to tax other than charity trading and must conform to relevant requirements of the law

6.2 to buy, take on lease or in exchange, hire or otherwise acquire any property necessary for the achievement of the Objects and to maintain and equip it for use
6.3 subject to Clause 19 and subject to the restrictions imposed by the Charities Act 2011, to sell, lease or otherwise dispose of all or any part of the Property and other property comprised in the trust fund.

6.4 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert).

6.5 to borrow money by mortgage or otherwise or to seek grant aid as may be required for maintaining, extending or improving the Property or any part thereof or erecting any building thereon or for any work carried on therein and to charge the whole or any part of the Property and the trust fund with repayment of the money so borrowed or granted (but only in accordance with the restrictions imposed by the Charities Act 2011).

6.6 to employ staff (who shall not be members of the management committee) and to make all reasonable and necessary provision for the payment of pensions and superannuation for staff and their dependants.

6.7 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or of similar charitable purposes and to exchange information and advice with them.

6.8 to appoint, constitute and provide clear terms of reference for, such sub-committees as the management committee may think fit. Such sub-committees shall be answerable to the management committee and all their acts and proceedings must be fully and promptly reported to the management committee.

6.9 to delegate to any one or more of the members of the management committee any business of the Charity which is within the professional or business competence of such member or members. The management committee must agree the terms of reference of any such delegation and include them in the minutes of the meeting of the management committee at which the decision to delegate is made.

6.10 to insure the members of the management committee against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty (unless the member concerned knew that, or was reckless, whether the act or omission was a breach of trust or breach of duty).

6.11 to remunerate any member of the management committee and any connected persons for services rendered to the Charity PROVIDED THAT:

6.11.1 the amount or maximum amount of the remuneration is set out in an agreement in writing between the management committee and the member concerned.

6.11.2 such member and all connected persons (if any) shall not be present at or take part in any discussions or decision relating to such remuneration or the performance and supervision of...
by a trusted member, someone who knows and understands the Charity, its participants and its activities, and that the cost may be lower than using an external service provider. The disadvantages are that: the rest of the management committee will have to supervise the work performed in another capacity by a colleague; and the management committee will be deprived of such individual’s contribution to the committee’s deliberations on matters connected with the services provided that may be of considerable importance to the charity. The decision to so remunerate may also be seen in a negative way by others involved in the Charity.

6.13 Other than where the Property and the trust fund is held by a custodian trustee, to permit any investments comprised in the trust fund to be held in the name of a clearing bank, trust corporation or any stockbroking company which is a member of the International Stock Exchange (or any subsidiary of such stockbroking company) as nominee for the management committee, and to pay such a nominee reasonable and proper remuneration for acting as such.

6.14 the other members are satisfied that they have explored all other avenues of service provision by third parties and that the services rendered by the member or any connected persons and the payment of remuneration are in the best interests of the Charity.

6.15 the other members are satisfied that the level of remuneration is reasonable and proper having regard to the services rendered by such member and any connected persons to the Charity.

6.16 the other members are satisfied that the services rendered to the Charity are of special value to the Charity having regard to such member’s ability, qualifications, or experience and/or to the level of remuneration for which he/she has agreed to provide them.

6.17 all deliberations and decisions of the management committee under the above are minuted and the secretary is instructed to display the minute of such deliberations and decisions on the Charity’s notice board immediately after the minutes have been approved.

6.18 the number of such members for the time being in receipt of remuneration do not exceed a minority of the members of the management committee and

6.19 the management committee has had regard to any guidance given by the Charity Commission concerning the making of such agreement.

6.12 Other than where the Property and the trust fund is held by a custodian trustee, to permit any investments comprised in the trust fund to be held in the name of a clearing bank, trust corporation or any stockbroking company which is a member of the International Stock Exchange (or any subsidiary of such stockbroking company) as nominee for the management committee, and to pay such a nominee reasonable and proper remuneration for acting as such.

6.13 To do anything else within the law which promotes or helps to promote the Objects. In the exercise of these powers the management committee members must always be mindful that they are charity trustees within the definition of Section 177 of the Charities Act 2011 as the persons having the general management and control of the administration of a charity.

7. The management committee

7.1 The first members of the management committee described in Clause 4.1 shall hold office until the end of the first annual general meeting of the Charity.

7.2 Subject to Clause 7.1, the management committee shall consist of:

7.2.1 [ ] elected members

7.2.2 [ ] appointed members and may include not more than
7.2.3 [ ] co-opted members.
All such members of the management committee are charity trustees for the purposes of charity law.

Elected members
7.3 The elected members must be elected at an annual general meeting or a special general meeting convened in the circumstances described in clause 9.3.

Appointed members
7.4 Each of the following bodies may appoint one member:
[ ]

7.5 Any such appointment must be made according to the ordinary practice of the appointing body and must be notified in writing to the secretary. An appointment must not be made more than two months before the annual general meeting.

7.6 The person appointed need not be a member of the relevant appointing body.

7.7 The management committee must promptly report any vacancy in the office of an appointed member to the body entitled to fill it.

7.8 Where any application for representation on the management committee is received from any existing or newly-formed body operating in the area of benefit, the management committee may, with the approval of not less than two-thirds of all the members of the management committee, allow such body to appoint a member of the management committee in the same manner as if such organisation had been named in Clause 7.4. A minute of the relevant resolution, authenticated by the chairman and the secretary, should be (a) placed with the title deeds and (b) kept with the management committee’s working papers.

Co-opted members
7.9 Co-opted members must be appointed at a duly constituted meeting of the management committee.

Term of office
7.10 Subject to Clauses 7.11 and 7.12, the period of office of members of the management committee starts:

7.10.1 in the case of elected members, at the end of the annual general meeting at which they are elected

7.10.2 in the case of appointed members appointed at the annual general meeting in any year, at the end of that meeting or, in the case of an appointed member appointed after such annual general meeting, or to fill a casual vacancy, on the day on which notification of his appointment is received by the secretary

7.10.3 in the case of co-opted members, from the date of their co-option.

7.11 All members of the management committee retire from office together at the end of the annual general meeting next after the date on which they came into office but they may be re-elected or reappointed.
Casual vacancies

7.12 In the event of a casual vacancy, the management committee must minute it at their next meeting and, if in the office of an appointed member, notify as soon as possible the proper appointing body who may on such notice appoint an alternative member to represent them. A casual vacancy in the office of an elected member may be filled by the management committee. The period of office of a member elected to fill a casual vacancy starts at the end of the meeting of the management committee at which he or she was so elected.

New members

7.13 The management committee must give each new member on their first appointment a copy of this Deed and any amendments made to it, and a copy of the Charity’s latest report and statement of accounts.

Register of members

7.14 The management committee must keep a register of the name and address of every member of the management committee and the dates on which their terms of office begin and end.

8. Eligibility for Membership of the management committee

8.1 No person may be elected or appointed as a member of the management committee:

8.1.1 unless he has attained the age of 18 years or

8.1.2 if he is disqualified from acting as a member of the committee by virtue of Section 178 of the Charities Act 2011 or

8.1.3 in circumstances such that, had he already been a member of the management committee, he should have been disqualified from office under the provision of Clause 9.

8.2 No person shall be entitled to act as a member of the management committee whether on a first or any subsequent entry into office until after signing in the minute book of the management committee a declaration of acceptance and willingness to act in the trusts of the Charity.

9. Termination of Membership of the management committee

9.1 A person shall cease to be a member of the management committee if he:

9.1.1 is disqualified from acting as a member of the management committee by virtue of Section 178 of Charities Act 2011

9.1.2 becomes incapable by reason of a mental disorder, illness or injury of managing and administering his own affairs or

9.1.3 is absent without the permission of the management committee from all their meetings held within a period of six months and the management committee resolve that his office be vacated; PROVIDED that where a member disqualified under this clause is an appointed member of an organisation the management committee must advise the appointing organisation of the disqualification and the organisation shall have the right within one month to appoint an alternative member to represent them on the management committee.
9.2 A person shall cease to be a member of the management committee if he notifies the management committee in writing of his wish to resign (but only if at least three members of the management committee will remain in office when the notice of resignation is to take effect).

9.3 The members of the management committee may not all resign at the same time unless and until they have (a) co-opted or procured the appointment of at least three new members in accordance with Clause 7 or (b) convened a special general meeting in accordance with Clause 14.7.

10. **Members not to be personally interested**

Except with the prior written approval of the Charity Commission, no member of the management committee may:

10.1 receive any benefit in money or in kind from the Charity other than in respect of insurance provided pursuant to Clause 6.10 and remuneration paid in accordance with Clause 6.11 or

10.2 have a financial interest in the supply of goods or services to the Charity or

10.3 acquire or hold any interest in property of the Charity (except in order to hold it as a trustee of the Charity).

11. **Officers**

**Chairman and vice-chairman**

11.1 At their first ordinary meeting in each year after the annual general meeting, the management committee shall elect a chairman and may elect a vice-chairman of their meetings. The chairman and vice-chairman remain in office until their respective successors are elected.

**Secretary and treasurer**

11.2 The management committee shall appoint a secretary and treasurer and may remove them from office at their discretion. The offices may be held by:

11.2.1 members (who must not receive any reward for acting) or

11.2.2 other suitable persons (who may be employed upon such reasonable terms, including terms as to notice, as the management committee think fit).

12. **Meetings of the management committee**

12.1 The management committee must hold at least two ordinary meetings in each year.

12.2 The first meeting of the members of the management committee must be called by the chairman or if no meeting has been called within three months after the date of this Deed by any two of the first members of the management committee. Subsequent meetings may be arranged by the members of the management committee at their meetings or may be called at any time by the chairman or any
two members of the management committee upon not less than ten days’ notice having been given to all other members.

12.3 A special meeting may be called at any time by the chairman or any two members upon not less than seven clear days’ notice being given to all other members of the management committee of the matters to be discussed.

12.4 If the chairman is absent from any meeting, the vice-chairman (if any) shall preside; otherwise the members present must, before any other business is transacted, choose one of their number to be chairman of the meeting.

12.5 There shall be a quorum when at least one third of the number of members of the management committee for the time being or three members, whichever is the greater, are present at a meeting.

12.6 Except where otherwise provided in this Deed, every issue may be determined by a simple majority of the votes cast at a meeting of the management committee.

12.7 The chairman of the meeting may cast a second or casting vote only if there is a tied vote.

12.8 The proceedings of the management committee shall not be invalidated by any failure to appoint or any defect in the appointment or qualification of any members.

13. **Recording of meetings**

   The management committee must keep proper minutes of its meetings. The minute book must be available for inspection upon reasonable request by any member of the management committee. The minute book must be retained by:

   13.1 the secretary or

   13.2 another suitable person appointed by the management committee to do so.

14. **Annual general meeting and special meetings**

   14.1 The first annual general meeting must be held within twelve months after the date of this Deed and subsequent annual general meetings must be held not more than fifteen months after the holding of the preceding annual general meeting.

   14.2 All inhabitants of the area of benefit of 18 years and upward must be entitled to attend and vote at the annual general meeting. The management committee may allow inhabitants who are under 18 to attend (but not vote at) the meeting.

   14.3 The first annual general meeting after the date of this Deed must be convened by the first members of the management committee described in Clause 4.1 and subsequent annual general meetings by the management committee. Public notice of every annual general meeting must be given in the area of benefit of at least fourteen days

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**Annual general meeting and special meetings:**

The charity will be required to have a set financial year (e.g. 1 April to 31 March). Ideally, this should be decided, perhaps in consultation with local grant making bodies, prior to setting up the charity. If the charity appoints external accountants then the accountants may suggest an appropriate financial year. The annual general meeting should be set for a date roughly two months after the expected production of the annual accounts, in order that the accounts can be put before the meeting.

**Clause 14.3:**

It is suggested that the notice boards of the Parish Council are generally the most suitable places to display.
before the date thereof by affixing a notice to some conspicuous part of the Property or other conspicuous place in the area of benefit and by such other means as the convenors think fit.

14.4 There shall be a quorum when at least [five] people are present at an annual general meeting.

14.5 The chairman of the management committee must be the chairman of an annual general meeting. In his absence the chair must be taken by the vice-chairman (if any), failing which by any other member of the management committee chosen by the management committee, failing which by such person as the persons present shall by lot determine.

14.6 The management committee must present to each annual general meeting the annual report and accounts of the Charity for the preceding year.

14.7 The management committee may convene, and the secretary shall within 21 days of receiving a written request so to do signed by not less than 10 inhabitants of the area of benefit giving reasons for the request call, a special general meeting of all the inhabitants of the area of benefit of eighteen years and upwards. Public notice must be given of any such meeting, specifying the business to be discussed, in the same way as for an annual general meeting.

14.8 The secretary or other person appointed by the management committee must keep minutes of proceedings at every annual general meeting and special general meeting.

14.9 Every matter for consideration at an annual general meeting or a special general meeting must be decided (save as otherwise provided herein) by majority decision of those present and voting. The chairman of the meeting may cast a second or casting vote only if there is a tied vote.

15. Accounts

The management committee must comply with their obligations under the Charities Act 2011 with regard to:

15.1 the keeping of accounting records for the Charity

15.2 the preparation of annual statements of account for the Charity

15.3 the auditing or independent examination of the statements of account for the Charity and

15.4 the transmission of the statements of account of the Charity to the Charity Commission.

16. Annual Report

The management committee must comply with their obligations under the Charities Act 2011 with regard to the preparation of an annual report and its transmission to the Charity Commission.
17. Annual Return

The management committee must comply with their obligations under the Charities Act 2011 with regard to the preparation of an annual return and its transmission to the Charity Commission.

18. Receipts and expenditure

The income of the Charity, including all donations and bequests, must be paid into an account operated by the management committee in the name of the Charity at such bank or building society as the management committee shall from time to time decide. All cheques and orders for payment of money from such account shall be signed by at least two members of the management committee.

19. Disposal of Trust Property, incorporation and dissolution

19.1 Subject to the provisions of this Clause:

19.1.1 if the management committee decides at any time that on the grounds of expense of otherwise it is necessary or advisable to discontinue the use of the Property and the trust fund in whole or in part for the Objects, the management committee may sell, assign or surrender or require the sale, assignment or surrender of the Property and other property comprised in the trust fund or any part of it on such terms as may be approved by the management committee in accordance with the provisions of sections 117 to 123 of the Charities Act 2011;

19.1.2 if the management committee decides that the Charity should incorporate, the management committee may transfer or require the transfer of the trust fund or any part of it to the new charitable corporate body having the same objects as the Charity.

19.2 The management committee may only do so if:

19.2.1 the decision to sell or incorporate is confirmed by a resolution passed at a special general meeting of the inhabitants of the age of 18 years and upward of the area of benefit and

19.2.2 such resolution is passed by three-quarters of such inhabitants present and voting at such meeting.

19.3 Not less than fourteen days' notice of such special general meeting (stating the terms of the resolution that will be proposed) must be posted in a conspicuous place or placed on the Property and advertised in a newspaper circulating in the area of benefit or in the charity's newsletter or on the charity's website.

19.4 Following the sale, assignment or surrender of the Property and property comprised in the trust fund in whole or in part in the circumstances described in clause 19.1.1, all monies belonging to the Charity including the proceeds of sale of any fixtures and fittings (after satisfaction of any liabilities properly payable) must be applied:

19.4.1 in the purchase or lease of other property approved by the management committee and to be held upon the trusts of the Charity for such charitable purposes as near thereto as circumstances permit or

19.4.2 towards such other charitable purposes or objects for the benefit of the inhabitants of the area of benefit as may be approved by the Charity Commission.
19.5 Pending such application, such monies must be invested and any income arising shall either be accumulated (for such time as may be allowed by law) by investing the same and the resulting income to be applied as the capital of such investments or must be used in furthering the purposes specified in this Deed.

19.6 In the event of the Charity being dissolved a copy of the statement of accounts, or account and statement, for the final accounting period of the Charity must be sent to the Charity Commission.

20. Amendment of Trust Deed

20.1 Subject to the provisions of this clause, this Deed may be amended.

20.2 With the exception of an amendment made by virtue of Clause 7.8, any other amendment must be made by a resolution passed at either the annual general meeting or a special general meeting.

20.3 The notice of the meeting must include notice of the resolution, setting out the terms of the amendment proposed.

20.4 No amendment must be made which would vary this clause.

20.5 The prior written approval of the Charity Commission must be obtained to any amendment which would:

20.5.1 vary Clauses 3 (Objects), 10 (members not to be personally interested) and 19 (disposal of trust property, incorporation and dissolution).

20.5.2 vary the composition of the management committee or the terms on which members hold office (other than amendments made under Clause 7.8)

20.5.3 change the name of the Charity

20.5.4 vary the powers of investment exercisable by the management committee.

20.6 The management committee must:

20.6.1 promptly send to the Charity Commission a copy of any amendment made under sub-clause 20.2 and

20.6.2 keep a copy of such amendment with this Deed.

21. Rules

Within the limits prescribed by this Deed the management committee may from time to time make and alter rules for the management of the Charity and in particular with reference to:

21.1 the terms and conditions upon which the Property or any part of the trust fund may be used by persons or bodies other than the management committee for the purposes specified in this Deed and the sum (if any) to be paid for such use

21.2 the deposit of money at a proper bank or building society and the safe custody of documents

21.3 the appointment of an auditor or an independent examiner
21.4 the engagement or dismissal of such officers, servants and agents as the management committee may consider necessary and the payment of such persons (not being members of the management committee)

21.5 the summoning and conduct of meetings.

22. Indemnity

The members of the management committee, the holding/custodian trustees or their successors in title, and the Official Custodian for Charities shall be entitled to an indemnity out of the assets of the Charity against all liabilities properly incurred by them in the management of the affairs of the Charity.

IN WITNESS whereof the [holding trustees] [two members of ( ) Parish Council pursuant to a resolution of ( ) Parish Council acting in its capacity as Custodian Trustee] have executed this Trust Deed as a Deed the day and year first before written

Executed as a Deed by:

in the presence of:

Witness signature

Witness full Name

Witness address

Executed as a Deed by:

in the presence of:

Witness signature

Witness full Name

Witness address

This Deed is designed to be signed by the holding or custodian trustees. The Deed sets out the trusts on which the holding or custodian trustees hold the land in question. If the Charity Commission insists on the Deed being signed by the first members of the management committee the first sentence of the section headed 'Introduction' must be deleted. In these circumstances, the holding/custodian trustees will have to execute a separate declaration of trust relating to the Property.
Action with Communities in Rural England is the national association of the Rural Community Action Network (RCAN) which operates at national, regional and local level in support of rural communities across the country. We aim to promote a healthy, vibrant and sustainable rural community sector that is well connected to policy and decision makers who play a part in delivering this aim.

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