

TWYFORD PARISH COUNCIL

Minutes of an Extraordinary meeting of the Full Parish Council

held on Thursday 4th August 2016 at 7.30 p.m. in the Gilbert Room of Twyford Parish Hall

Present

Cllr Cook
Cllr Corcoran
Cllr Holland
Cllr Mitchell (Chair)
Cllr Sellars
Cllr Watson
Cllr West
Cllr Wheeler

Apologies/Absences

Cllr Cornwall
Cllr Forder-Stent
Cllr Lawton

Attendees

T.Bronk - Clerk
J. Mardon
R. Parker

Item	
70/16	To accept apologies for absence and receive declarations of interest
	Apologies from Cllr Cornwall, Cllr Forder-Stent and Cllr Lawton were accepted. No declarations of interest were made, but it was noted that all residents of the Parish are affected by the Twyford Neighbourhood Plan. As no policy decisions were being made it was not considered necessary for any Councillor, because of a greater level of interest, to be excluded from any part of the meeting.
71/16	To approve and sign-off, as a true record, the minutes of the meeting held on 17th July 2016
	This item was deferred to the next ordinary meeting of the Full Council.
72/16	To receive an update on significant matters arising from the minutes of the meeting held on 17th July 2016, other matters will be deferred until the next meeting of the full Council in September
	This item was deferred to the next ordinary meeting of the Full Council.
73/16	To adjourn for public participation
	No members of the public attended. Jeff Mardon and Richard Parker joined the meeting at 8.00pm as members of the Neighbourhood Plan's Technical Advisory Group.
74/16	To note the current banking arrangements with the Co-operative bank, to agree new account signatories and authorise the completion and submission of a 'change of signatories mandate'
	Cllr Watson reported that a fixed term deposit had been placed with the Co-op Bank in November 2012 and rolled over annually since. Due to the nature of the deposit regular statements were not issued and the former Clerk had not received correspondence concerning the roll overs in 2014 or 2015. The Co-op's policy is now not to roll over into a further fixed term without express authority. The fixed term account had therefore been closed in December 2015 and a new account current account opened. Documentation therefore now needed to be signed by the Council to add its signatories to the new bank mandate (whose terms are shown at Annex 1) for the new account.

	<p>It was noted that the Co-op had written to the Council requiring all Members to complete part 3B of the new mandate. This had been circulated prior to the meeting.</p> <p>It was reported that a complaint had been made to the Co-op concerning the Council's difficulty in obtaining information and access to its funds pending the resolution of the problem caused by correspondence being sent to the address of a former Clerk. The Council is therefore seeking compensation for its loss of higher rate interest.</p> <p>Resolved: The Council shall as soon as possible submit documents required by the Co-op Bank to enable the Council to take control of the account held on its behalf by the Co-op Bank. Although all Members are required by the Co-op Bank to be listed as account signatories, the following Councillors shall be authorised to issue payment instructions to the Co-op Bank: Cllr Watson, Cllr Lawton, Cllr Sellars and Cllr Forder Stent. The Clerk shall also be authorised to send communications on behalf of the Council to the Co-op Bank in order to enable the Council to take control of its funds, to receive communications from the Bank to the Council and to progress the complaint by the Council and its request for compensation for its loss of interest.</p> <p>Proposed by Cllr Watson, seconded by Cllr Mitchell and carried unanimously.</p>
75/16	To approve payments to be made in August and note any already made under delegated authority
	<p>Cllr Watson referred to the distributed schedule (at Annex 2) and the nature of payments made or pending. It was noted that two proposed payments required invoices to be received and that the Clerk had contacted the relevant suppliers.</p> <p>Resolved: The payments listed are approved, the two requiring invoices, however, shall only be paid when the Clerk has received appropriate invoices.</p>
	<u>Action:</u> Clerk to review the maintenance contract for Northfields to establish whether cutting back of hedgerow growth within the playing area is included.
76/16	<p>CONFIDENTIAL – The public will be excluded from this part of the meeting -</p> <p>To discuss a preliminary draft of the Twyford Neighbourhood Plan and to make decisions to establish proposed policies for inclusion in the Plan to be issued for public consultation. In particular, to vote upon the following proposed resolutions:</p> <ol style="list-style-type: none"> 1. To agree the draft policies to be published in the draft Twyford Neighbourhood Plan for comment by the public with any proposed amendments 2. To request a further report on the outcome of consultation
	Text relevant to this part of the meeting is recorded in a separate document.
77/16	To raise any items for the next agenda and confirm the date of next Full Council meeting as 8th September 2016
	The date of the next meeting was confirmed as 8 th September 2016.

Terms and Conditions of the Co-op Bank

Voluntary Organisations, Charities, Societies, Credit Unions, Trusts, Schools, Clubs and any other Unincorporated Association.

Certified Copy of Resolutions Made by the organisation named in Section 1.

The following resolutions were passed at a meeting of the committee held on:

Date

It was resolved that:

- The Co-operative Bank p.l.c. ("the Bank") shall continue as our bankers in accordance with our original application
- the Bank shall be authorised to accept instructions (including written instructions sent by facsimile and electronic instructions through the use of digital signatures and/or identification numbers or passwords) from us in connection with the account(s) and the service, provided that the instructions are given and/or signed in accordance with the signing authority listed in the account signatories Section 4b. Instructions shall mean: cheques, bills of exchange, promissory notes or other orders for payment drawn, made or accepted on our behalf (even if the payments cause the account(s) to be overdrawn) and requests or instructions in writing concerning the account(s), our affairs or property (including the opening of the new account(s), the arranging of facilities and creation of security)
- the Bank shall be authorised to honour all cheques and all other documents made or accepted on our behalf even if such payment causes any accounts to be overdrawn or increase any existing overdraft, provided that such documents are signed in accordance with the specimen signatures shown in the account signatories Section 4b
- the Bank shall act on all specimen signatures in accordance with instruction, notice, request or other document in writing concerning our account (including the opening of new accounts), affairs or property, as shown in the account signatories Section 4b
- the Bank shall be sent a copy of any future resolutions which affect the terms of these resolutions
- the Bank shall be sent a copy of any changes in our Memorandum and Articles of Association/Regulations, constitution, rule book or byelaws
- the Bank shall be notified in writing of any change of Directors, Trustees, Members or Officials, where applicable some charities are also registered as Ltd, so will need to include full list
- the Bank shall be notified in writing of any change of official authorised to sign on our behalf
- the Bank shall otherwise continue to operate our account(s) in accordance with the business account mandate
- the Bank shall be notified in writing of any overall change of control in the organisation
- all signatories to the account are aged 18 or over
- in the case of joint account holders, we agree that on application by one of us for an overdraft on the account the Bank may provide oral pre-contractual information to one of us only prior to the overdraft being agreed. In this case any overdraft terms will be sent to multiple account holders after the overdraft is agreed and available to use.

Authority for additional signatories to draw on account

N.B. Each additional signatory must complete Section 3b.

I/We¹ authorise and request that until you receive written notice from me/us¹ to the contrary to treat and consider additional signatories listed in Section 3b as fully empowered by me/us and on my/our¹ behalf:

- to draw, sign and endorse cheques and other orders for payment on my/our account(s) with you
- to draw, sign, accept and endorse bills of exchange and promissory notices on my/our account(s) with you
- to receive cheques, statements and other vouchers relating to my/our account(s) with you
- to withdraw all or any of my/our securities, documents, or other property or anything else held by you by way of security or for safe custody collection or any other purpose whatsoever on my/our account(s)
- to arrange terms with you for the negotiation or discount of any documents
- to negotiate with you for and take advances whether by way of loan, overdraft discount or otherwise with or without security
- to charge, pledge and deposit with you any of my/our property upon such terms as you may require to secure the payment or discharge to you on demand of all monies and liabilities which shall for the time being (and whether on or at time after such demand) be due owing or incurred to you by me/us whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission and other banking charges
- generally to act on my/our behalf in all transactions and matters of business with you and to comply fully with any account terms and conditions and security requirements you may operate in connection with my/our account(s) with you now or in the future
- to act on the above instructions and in particular to pay and honour all such cheques, orders, bills, notes or requests as above mentioned notwithstanding that any such payment may cause my/our said account(s) to be overdrawn or may increase any existing overdraft.

It is certified that these resolutions have been recorded in the minute book and that the specimen signatures shown in the account signatories Section 4b are correct.

ANNEX 2

Payments listing for August 2016

Southern Water	Pavilion	39.35
Southern Water	Old changing room	21.13
Parish Hall Mgt Committee	Hire of Gilbert Room and Hall (Feb to June)	366.00
The Parkinson Partnership LLP	VAT advice & assistance	120.00
The SignBuilder (Reimburse T Bronk)	Outdoor Gym sign, post & fixings	121.08
The Copying Centre (Reimburse T Bronk)	20 Copies of draft TNP for C.Corcoran	95.28
Green Smile Limited	Northfields etc maintenance contract - Aug	253.40
Mr H Bagley	Servicing Hunter Park machinery	200.00
We Can Specialists (Matt Riley)	Hunter Park etc Grounds Maint. Contract Aug	1,479.87
T Bronk	Reimbursement for postage, envelopes, laminating pouches and punch.	45.52
T Bronk	Reimbursement for mileage and car parking	49.04
HALC	CiLCA Induction training	48.00
S Lauder	Pavilion Cleaner Wages - Aug	80.00
T Bronk	Clerk Net Salary - Aug	606.34
HMRC	Tax - Aug	156.20
HMRC	NI (employee & er) - Aug	39.32
HCC - Pensions	Clerk's Pension (ee & er) - August	161.18
Information Commissioner	DPA registration as Data Controller	35.00
Parish Hall Mgt Committee	Unpaid invoice Dec 2015/16	210.00