

Terms required by Hickling Parish Council of the HPFRG Charity.

1. This document specifies the terms which Hickling Parish Council has agreed to present to a meeting called by NNDC between Chair and Vice-Chair of the Council and Chair and Vice-Chair of the HPFRG Charity in late January 2012. The Council representatives have no delegated authority to deviate from this.
2. The Charity is to return £10,000 to the Parish Council. The Council will put on the next agenda and table a resolution, following a request from the Charity for this money, to donate it. If the resolution is passed, a cheque is to be signed and given to the Charity.
3. The Charity is to supply in advance of the meeting:-
 - 3.1. audited accounts for year ending 31 March 2010
 - 3.2. audited accounts for year ending 31 March 2011
 - 3.3. unaudited year to date working accounts for the current fiscal year
 - 3.4. full cash flow statements for the Hickling Barn project
 - 3.5. full bank statements for all Charity bank accounts
 - 3.6. full list of all investments held by the Charity
4. The Charity is to supply its governance documents in advance of the meeting. These must contain the following provisions:
 - 4.1. sale or transfer of Charity assets to require 2/3 majority approval by parishioners
 - 4.2. merger with any other body to require 2/3 majority approval by parishioners
 - 4.3. dissolution of Charity to require 2/3 majority approval by parishioners
 - 4.4. site development to require 2/3 majority approval by parishioners
 - 4.5. Parish Council to have the right to nominate one trustee.
5. The Charity is to supply full details of its interest in the plot of land next to the pumping station, across from the old changing rooms, in Mallard Way, including what the ownership is and what the results have been of any attempts to register or sell it.
6. The Charity is to agree that the deduction of professional fees that was made from the second stage payment on 3 October 2011 was correct and that the Council's second stage payment obligation has been met in full by the payment of £79,252 as minuted.
7. The Council will inspect the governance documents and satisfy itself that the provisions of #4 are fully incorporated into them. If the commitments are made in a constitution that is in draft only, the Charity is to make a legally binding contractual commitment to them.
8. The Council will examine the accounts listed in #3. It will satisfy itself that the financial situation of the Charity and its financial management, including use made or to be made of funds donated, make it appropriate for it to make the final stage payment of £89,000.
9. The Council, when satisfied on #2, #7 and #8, will then, and only then, pay in whole or in part the third and final stage payment of £89,000 which the Charity is to confirm is in full and final settlement of all claims of the Charity on the Council.

Hickling Parish Council: 4 Jan 2012, effective when adopted by full Council by resolution.

Note

This document will be viewed by Councillors prior to the Parish Council meeting of 11 January 2012. It is presently confidential as the Council is in discussion and dispute with a party which is reported to be contemplating litigation. It will therefore not be made available to the public until the dispute is settled, but it will be made available immediately thereafter and will then be included in the minute book.

The Council's sole motivation is and has been to meet its duty of care to the village. It is concerned to obtain proper safeguards for the village's considerable investment in Hickling Barn. It is concerned to satisfy itself that funds already donated are being properly used and accounted for, before it completes its donation programme. It has taken advice and is acting in accordance with it.