



Members of Fairwater and Athletic Club

Dyddiad | Date: 11 July 2019

Pwnc | Subject: Public Meeting 7pm Monday 15th July

Dear Member,

There will be a meeting about Fairwater Social Club on Monday 15th July at 7pm at the Lutheran Church at the Green. Everyone is meeting to discuss the future of the Club.

When I was re-elected as a councillor for Fairwater and also as your Assembly Member, I pledged to donate my councillor allowance to political and good causes. As a result, I helped the club out financially last year by helping to settle an outstanding bill with Welsh Water. The mess left by the former secretary was nothing short of shocking.

As we know, the Club was closed last Christmas. The building needs maintenance and there are outstanding bills. Cardiff Council offered to demolish the Club and rebuild a more suitable building, in exchange for some of the land on site, where they planned to put housing.

The Council now seem to have changed its mind and are talking about demolishing the Club, without a rebuild. This is totally unacceptable to me and also to your Fairwater County Councillors, Lisa Ford and Keith Parry.

The Committee, with me is calling this meeting to urgently see what can be done. We do not want to lose another asset in our community.

I hope to see you there.

Best wishes,

Neil McEvoy AM/AC

FAIRWATER SOCIAL AND ATHLETIC CLUB

MINUTES OF COMMITTEE MEETING HELD ON 7
AUGUST 2017

Present: [REDACTED]

In attendance: [REDACTED] – Trustee

Apologies: apologies received from [REDACTED]

The minutes of the meeting held on 3 July 2017 were read agreed and signed by the Chair.

Matters Arising

Appt of Trustee – The way forward was discussed and in view of the 3 applicants there would have to be a meeting to select 2 trustees.

The Bulldog - The Chair reported on the meeting with Trustees Michael Michel and [REDACTED]. The Chair advised that she wanted to inspect the property and felt that it was not as big as the present club. She advised that until she was able to inspect it she would not know.

Roof – Not repaired as yet due to the weather.

Disco Equipment – Paying for the disco equipment on a monthly basis

Entertainment – Excellent show on the previous Friday. Bar takings were £900+

Maintenance

Lights – The light at the back of the Club was not working. Agreed to ask [REDACTED] to repair

Bushes in Smoking Area – To be cut back next week.

Finance

Bank Report – The Secretary produced a report showing the movement in the Club's bank account for July 2017 and provided the statements to the Chair. A discussion then took place regarding the financial position of the Club. The Sky television deal was also discussed and the Chair said that she would look into it to negotiate a new deal.

Entertainment

Bingo – It was agreed to look at making changes to bingo.

There being no other business the meeting ended.

Signed

Dated

INTERNAL MEMORANDUM

To: Trustees and Committee — Fairwater Social and Ath Club

From: [REDACTED] — Secretary — Fairwater Social and Ath Club

Subject: Fairwater Social and Ath Club — Financial Position and Insolvency

Date: 21 October 2017

I view of the increasing financial problems being faced by the Club recently I feel that it is incumbent upon me to make the Trustees and the Committee aware of the issues that are faced. I have researched the issues extensively and taken professional advice. I feel that I need to advise the Trustees and the members of the Committee that the Club is INSOLVENT.

Insolvent is a state of being unable to pay the money owed by a person or a business, on time. This in a state of insolvency are said to be insolvent. There are 2 forms of insolvency: cash flow insolvency and balance sheet insolvency.

Cash flow insolvency is when a business has enough assets to pay what is owed, but does not have the appropriate form of payment.

Balance sheet insolvency is when a business does not have enough assets to pay all their debts.

Therefore a business is either technically insolvent or actually insolvent where technical insolvency is a synonym for balance sheet insolvency, which means that its liabilities are greater than its debts and actual insolvency is a synonym for the first definition of insolvency above i.e. insolvency is the inability of a debtor to pay their debt.

While technical insolvency is a synonym for balance sheet insolvency, cash flow insolvency and actual insolvency are not synonyms. The term 'cash flow insolvent' carries a strong (but perhaps not absolute) connotation that the debtor is balance sheet solvent, whereas the term 'actually insolvent' does not.

The Club's only asset is the lease of the land and buildings from the local authority on the basis that no formal valuation has been carried out it is impossible to say whether the Club is technically insolvent as it would require the lease to be disposed of to ascertain what the cash sum it would yield.

What I can say with some certainty is that the Club is actually insolvent i.e. the Club cannot pay their debts as they fall due,

The above covers the general definitions of insolvency and my opinion on the current position of the Club.

I shall now address the following:

The liability of Members' Officers and Trustees

As Trustees and Committee Members will be aware the Club is an unincorporated association.

An unincorporated members' club cannot sue nor be sued, or hold property in its own name. Accordingly, when an outsider is trying to sue an unincorporated association an important question is, who is actually liable? It must be pointed out that instances of members and officers becoming liable for debts incurred by an unincorporated club are rare, this being due either to the fact that third parties are reluctant to sue individual members and officers, or are unsure of the legal outcome of their actions. Where action is brought it is usually against the chairman and secretary in the first instance, the action can be extremely distressing for the club officers involved.

This is a confusing area of the law and because of the lack of case law it is difficult to be definitive on the outcome of any action brought. The distress felt by members and officers is often compounded by this uncertainty and attempts to determine what their actual liability is. Club members tend to have two conflicting views of the position, either they believe they are not liable for any debt, or that they have unlimited liability. As a general rule a member's liability is limited to the amount of the subscription because when he joins a club he does not intend to incur any liability beyond his subscriptions payable under the rules. However, if a member or officer is found liable for a debt his liability is usually unlimited.

Taxes

Value Added Tax — Anything required to be done for VAT purposes is the joint and several liability of first, every member holding office as president, chairman, treasurer, secretary or any similar officer or in default, secondly, every member holding office as a member of a committee, and in default, thirdly, every member — VAT (General Regulations '1 985, no 886, reg 10).

PAYE and National Insurance — The employer will be liable for payment of national insurance contributions and, if he pays the 'wages or salary, for income tax under PAYE The employer will often be the persons who actually engage the employee, for example, the committee, or an officer responsible for employees although the employer may be all the members. PAYE should be operated on all wages paid to staff and officers including cash payment to players for playing and winning a game.

Corporation Tax — The treasurer of an association is responsible for doing all the acts which are necessary in relation to the corporation tax liability of an association. If an association does not pay their tax, H M Revenue & Customs can recover the outstanding sum from the treasurer but he is entitled to retain association funds in his hands to satisfy the tax and to be indemnified by the association.

Employment of Staff

A club should determine which of the members is the actual employer because considerable duties and liabilities attach to that position. Any member who is about to become involved in the employment of staff should make sure he has the right of indemnity from other members and the assets of the club. In view of the potential liabilities which can arise, corporate status should be considered before significant numbers of staff are taken on.

In addition to the provisions of employment law, PAYE and National Insurance the employer has other duties in relation to the health, safety and welfare of the employees. Failure to make provision for an employee's safety will not only result in a potential action for damages by the employee but it is also a criminal offence.

Contracts

Where it is sought to sue a club in contract, the action must be brought against the individuals who entered into or authorised the contract. Any officer or member of committee may be sued who gave or authorised an order for goods or services, because although he acted as agent for the club, the club is not a legal entity and is 'unable to act as a principal or contracting party.

A member's liability is usually limited to the amount of his subscription, unless it can be shown that the members authorised or ratified the contract, for example, the rules of the club may specifically provide that goods are to be ordered on credit in which case each member may be personally liable. Members will also be liable if they subsequently ratify transactions which have been entered into on their behalf without authority.

Contracts, undertakings, leases and agreements containing such words as 'joint and several' should not be signed. Such words would make each person accepting the obligation personally liable for the payment and performance of the contract during its whole period. In the event of the failure of the club the liability would fall on each individual accepting the obligation putting his personal assets at risk.

Other Liabilities

Property — Trustees are normally the proper defendant in relation to the clubs' premises. Trustees of an unincorporated club do not have the same powers, duties or obligations as the trustee of a charity. Trustees of an unincorporated club are usually empowered to invest the clubs' funds and in them is also vested the property and assets of the club in trust for the members. For any liability incurred in the course of their duties the trustees have a lien on the property but unless the rules provide they are not entitled to an indemnity from the club's members. An individual member is not under any legal or equitable obligation to indemnify the trustees.

Individual members or a group of members may become liable for the loss arising from the state of the club's premises if the court finds they were under a separate duty of care to outsiders. For example it was held that the committee of a football club were held personally liable when a stand collapsed and injured a spectator. An individual member with specific responsibilities may also be held liable to an outsider if he was negligent in the performance of his duties.

Therefore no new contracts should be entered into by any individual officer or any individual member of the Committee at this time as they may find themselves personally liable for that contract for the remainder of the contract

Current Issues

Banking

I have noted from the Club's bank statements that no money has been deposited into the account for several weeks which has meant that the Club is now in an overdraft situation of some £211. I would refer Trustees and Committee members to Rule 23, which states, inter alia as follows:

Treasurer

Rule 23

The Treasurer shall be responsible for directing that all moneys, whether received personally, by the Secretary or any other Official, Steward or other employee or agent of the Club are duly paid into the Club 's bank at least once a week. The Treasurer shall also see that all debts of the Club are paid as directed by the Committee (except petty cash payments).....

It is obvious that the above is not being undertaken and I think the Trustees should be made aware of where the Club's money is being banked as they are responsible for the assets of the Club. If the Club's money is being banked into another account which is not in the name of the Club then this course of action has particularly serious ramifications both for the Club and for the account holder into whose bank account the Club's money is being paid.

Barrelage

At the March 2017 Committee meeting I referred to the significant decline in volume at the Club. I reported that the Club was tracking, at that time, 47 barrels down on the previous year which is 21% down. The market generally was tracking 3% down) I expressed my concern at the seriousness of the situation. The decrease in volume referred to equates to 13,536 pints so that on an average of £3 per pint the decrease in draught turnover is down by £40,608. On the basis that the Club makes a profit of £1.20 per pint this aforementioned decrease would equate to £16,243 PROFIT. Since then the situation has improved slightly as follows:

Year To Date 128 v 156 down 28 barrels — 17.95%

Moving Annual Total 187 v 225 down 37 barrels - 16.58%

Market 2.6% down

Returned Standing Orders and Direct Debits

As a result of the position referred to above regarding the non banking of Club money into the Club's bank account several standing orders and direct debits have been returned as follows:

Oct 2		£132.00	Council Tax
Oct 2		£193.00	Council Tax
Oct 2		£250.00	Loan repayment inst
Oct 4		£270.00	Wages
Oct 5		£812.16	Subscription
Oct 11		£270.00	Wages
Oct 16		£165.94	Waste removal
Oct 16		£126.02	Ins premium
Oct 18		£270.00	Wages
Oct 19		£812.16	Subscription
Oct 20		£3,247.04	Bar Purchases
Welsh Water			

I understand that the total amount paid to Welsh water was in excess of £7k to ensure the continuation of water supplies to the Club. I have tried to reconcile the amount of cash that the Club had taken since the last banking on 25 September 2017 but I am unable to ascertain how the total amount of cash that was paid to them was arrived at. There would appear to be a considerable shortfall so I shall be grateful if someone could advise me where the balance was acquired from.

Club Insurance

As indicated above the direct debit for the monthly insurance premium due was returned on October 2016. If the insurance company decides to cancel the policy for non payment of the premium then this has serious implications for the Club. Whilst Public Liability is not mandatory insurance cover, Employers Liability cover is and therefore the Club 'would have to close. Without Public Liability insurance if any member, guest or visitor were to have an accident whilst in the Club then the Committee and members would be personally liable.

Creditors

The amount of money owed by the Club according to the latest information is as follows:

Molson Coors

Loan account	8,656.05	
Trading account	3,248.96	
	<hr/>	11,905.01
Due to Secretary		22,270.93
Trade creditors		
SWALEC Gas	394.31	
SWALEC - Electricity	569.68	
Ace Essential Supplies	1,654.49	
Cardiff Council — Rent	2,850.00	
Sky TV	812.76	
Dragon Fire and Security	560.00	
Cowells Arrow	327.40	
Cardiff Council Council Tax	132.00	
Cardiff Council — Council Tax	193.00	
Smiths of Gloucester	165.94	
Insurance premium — 1 mth	126.02	
	<hr/>	7,785.60
HM Revenue and Customs		
Machine Gaming Duty	3,619.22	

VAT, PAVE/NIC and corp Tax	31,779.75

	35,398.97
Barclays Bank -- Overdrawn balance	211.21

Total indebtedness (subject to confirmation)	£77,571.72

There is the future liability of the total current year's insurance premium of £1,512.24 to be provided for.

Conclusion

At the beginning of his memorandum I went through the position of actual insolvency. I now consider that the Club is actually insolvent and should cease to trade with immediate effect on the basis that the Club cannot pay its liabilities on time. The Club has been making deficits for several years and unless the members decide to move to the 'Bulldog' then I see little prospect for survival.

This situation has been caused by the members not using the Club and as has been demonstrated above a decline in trade. The Club is almost solely reliant on parties and outside bookings.

In the event of a winding up of the Club all creditors must be treated equally, with the exception of employees' wages, and 'preference' should not be given to one debt over another.

I would also advise you that in respect of an unincorporated club such as Fairwater Social and Athletic Club the situation is complex and members have unlimited liability (jointly and severally) for the debts of

the Club. The members should be made aware of this situation without delay.

To avoid responsibility for the debts of the Club the Committee or members should not give personal guarantee to the Club's suppliers.

I believe that it may be a criminal offence to obtain further goods and services by way of credit knowing that the Club is insolvent and that there is little likelihood of the supplier of those goods and services getting paid.


Club Secretary

22 October 2017

Appendix B4

Subject: FSAC

From: [REDACTED]

To: [REDACTED]

Date: Sunday, 22 October 2017, 21:51

Dear [REDACTED]

Thank you for your recent email the content of which is noted.

I will get copies of the receipts to you as soon as I can although you have had the info relating to the additional loans and the payments to SWALEC and the polo shirts. The existing loan of £10k is ongoing.

With regard to the meeting tomorrow night, I will not be there. The EGM earlier this year in March was a complete waste of time as far as I was concerned. The dire financial position of the Club was explained to those present but some of them just seemed to treat it as a joke.

I am attaching a report of the position as I see and the very real concerns that I have. I was hoping to get a hard copy to you tonight but my printer ran out of ink. Please ensure that the other members of the Committee get a copy. I will drop a copy into both of the Trustees tomorrow. You can use any of the information contained in the report tomorrow night as the members ought to be aware of their potential personal liability for the debts of the Club.

Regards

[REDACTED]

Attachments

- FSAC - Insolvency.doc (50.50 KB)

Subject: Re: Fairwater Social and Athletic club

From: David Roberts (drllandaff@yahoo.co.uk)

To: [REDACTED]

Cc: michael.michael@cardiff.gov.uk; [REDACTED]

Date: Saturday, 28 October 2017, 8:38

Dear [REDACTED]

Thank you for your email and I apologise for the delay in replying.

With ref to our brief conversation in the Club y/day afternoon could you please ring [REDACTED] in connection with tickets for the Clairvoyant night. Could you also ring [REDACTED] regarding entertainment for the Christmas and New Year period.

I am quite happy to meet with you any time next week except Wednesday.

I am still having problems reconciling where all the money came from to pay Welsh Water. Did the balance come from any other source besides bar takings.

I note that no money has been paid into the Club's bank account in the last week and recently [REDACTED] standing order for £270 was returned and each time any payment is returned the Club incurs a charge of £8.

I look forward to hearing from you.

Yours sincerely

[REDACTED]

From: [REDACTED]

To: [REDACTED]

Sent: Monday, 23 October 2017, 15:29

Subject: Fairwater Social and Athletic club

Hello [REDACTED]

Thank you for emailing me with regards to the financial situation of the club, firstly as you are aware there has been no banking made since the 25th September, this is due to as you know to the fact of Coors putting us on stop due to non payment, so the banking for 2nd October was used to provide stock for the club, I requested from Sean to bank as usual on the 9th of October and also bank any surplus from the 2nd, unfortunately as you are also aware Welsh Water then attended the property to disconnect the water supply, we had no option but to take all monies that was due to be banked and pay the water company, we are now in a state of playing catch up with other bills, I have contacted the majority of them and explained that we should be back banking with a couple of weeks and they are at the moment agreeable to this. I understand how you would always say about there being not enough money to pay these accounts and I now appreciate all that you have done in trying to keep the club afloat, can we at some point meet up to try and discuss where we go from here and hopefully keep the club afloat until a decision has been made as to the move to the bulldog. Also to keep you up to speed the discussion about the bulldog tonight is not a vote it is just to let the members know what the options are and to let them know where we stand financially as we both know unless something drastic happens the club will be closed sooner rather than later. Could you please contact me as soon as you can to arrange a meeting so we can deal with the matters at hand.

With Regards



INTERNAL MEMORANDUM

To: [REDACTED] Chair – Fairwater Social and Ath Club
From: [REDACTED] Secretary – Fairwater Social and Ath Club
Subject: Contract with Peninsula
Date: 31 October 2017

I understand that you have signed a 4 year contract with Peninsula on behalf of the Club to provide employment advice etc.

As Club Secretary I am most concerned that such a contract has been entered into on behalf of the Club as there are consequences as a result of signing such a document.

Could you please leave a copy of the signed contract in the Club for me to peruse.

I am concerned that if the Club cannot honour its obligations in terms of payment under the contract then Peninsula may well look to you personally to honour the payments for the remainder of the term of the contract.

[REDACTED]
Secretary

Subject: FSAC - Payment to Refrigeration Cymru

From: [REDACTED]

To: [REDACTED]

Bcc: michael.michael@cardiff.gov.uk; [REDACTED]

Date: Monday, 13 November 2017, 11:18

Dear [REDACTED]

I understand that [REDACTED] of Refrigeration Wales is chasing a payment of his invoice from July 2017 - the amount o/s is £487.00.

Please confirm that [REDACTED] is banking this week otherwise how is this o/s invoice to be paid please?

Regards

[REDACTED]

Subject: FSAC - Returned Direct Debits

From: [REDACTED]

To: [REDACTED]

Cc: michael.michael@cardiff.gov.uk; [REDACTED]

Date: Wednesday, 15 November 2017, 10:16

Dear [REDACTED]

Please note that the the following direct debits have been returned by the Club's bank today due to insufficient funds:

Wales and West Cellar Gas - £138.00

Smith of Gloucester - £254.20

Regards

[REDACTED]

Subject: FSAC - Re EGM

From: [REDACTED]

To: [REDACTED]

Cc: michael.michael@cardiff.gov.uk; [REDACTED]

Date: Thursday, 16 November 2017, 8:54

Dear [REDACTED]

In advance of the EGM next Monday the Trustees have asked me to update my previous Internal Memorandum I issued to them and the Committee a couple of weeks ago.

From the date of the last monies banked into the Club's bank account could you please forward me as soon as possible a breakdown of the weekly takings and gaming machine receipts from that date until now. Details of any other receipts should also be included.

Could you also confirm that no monies have been paid into any other bank account except that which bears the name of the Club. Also, a detailed break down of the payments made during the above mentioned period.

They have also requested details of the total breakdown of how the monies to pay the Welsh Water account were arrived at.

I understand that the monthly insurance premium was paid by a debit/credit card which I presume was made by you personally. Please confirm this and also confirm that you have been re-imbursed for the total amount of the premium.

Could you also confirm the position with regard to Peninsula and whether or not you have signed an agreement with them.

I am also trying to reconcile the financial accounts for 2016 and 2017 and I am unable to find any bankings in relation to members subscriptions being banked for either of those years. Could you please shed any light on where those bankings are please?

Have you followed Michael's advice and taken any professional advice yet? The Trustees and I have taken legal and financial advice regarding the Club's current position.

Please leave the information/documents with [REDACTED] and I shall arrange to collect them from him.

I look forward to hearing from you..

Regards

[REDACTED]

Michael, Michael (Cllr)

From: [REDACTED]
Sent: 11 November 2017 10:14
To: [REDACTED]
Cc: Michael, Michael (Cllr); [REDACTED]
Subject: Re: Public Meeting - Friday 24 November 2017

Dear [REDACTED]

I refer to my email below regarding the convening of a Public Meeting by Neil McEvoy.

I now understand that this meeting is being held in the Club and I presume that you have sanctioned this.

I have discussed the position with the Trustees, Michael Michael and [REDACTED] and we consider that to allow this meeting to proceed in the Club is foolhardy and ill judged and would urge you to consider cancelling it.

Mr McEvoy is not a member of the Club and as far as the Trustees and I can recall he has never done anything in the past to support the Club.

As you well know, on the previous Monday there is an Extra Ordinary Meeting of the members of the Club which is being held in the Club. The Public Meeting, which will be presumably Chaired by Mr McEvoy will not be able to add anything to what will have been said at the members meeting and decided at that meeting. Mr McEvoy will not be able to speak, with any authority, on any matters concerning the Club as he is not a member and will presumably not be briefed by either myself or the Trustees in advance of the meeting. Anything he does say about the Club's affairs may well confuse those present as they may consider that he is speaking with the authority of the Trustees and the Committee of the Club. Any intervention by Mr McEvoy may also jeopardise any efforts that are being made to ensure that the Club continues in some form or another I understand that he has already made comments regarding both the future of the Club and the future of Clos Y Nant, the latter of which I can make no comment.

The Club has no specific political connections referred to in its constitution and I believe that the Public Meeting being called by Mr McEvoy is being used for political purposes and that he is using the Club as a political football.

I would therefore urge you in the strongest possible terms to cancel this meeting.

Finally, I know that Michael Michael has suggested that you seek professional advice regarding the current financial state of the Club and I would also urge you to follow that advice.

Yours sincerely

[REDACTED]
Secretary
Fairwater Social and Ath Club

From: [REDACTED]
To: [REDACTED]
Sent: Friday, 10 November 2017, 12:28
Subject: Public Meeting - Friday 24 November 2017

Dear [REDACTED]

I understand that Neil McEvoy has called a Public Meeting to discuss issues relating to Clos-y-Nant and the Club on Friday 24 November 2017.

Do you know where this meeting is being held please? Is it being held in the Club?

Regards

[REDACTED]

Michael, Michael (Cllr)

From: [REDACTED]
Sent: 15 November 2017 10:59
To: [REDACTED]
Cc: Michael, Michael (Cllr); [REDACTED]
Subject: Re: Fairwater Social & Athletic Club - Confidential

Dear [REDACTED]

Many thanks for your email and also for meeting with us last night.

We are most grateful for the advice that you gave us together with the suggestions in relation to the valuation etc.

Regards

Yours sincerely

[REDACTED]
Secretary
Fairwater Social and Ath Club

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]; Michael.Michael@cardiff.gov.uk
<Michael.Michael@cardiff.gov.uk> [REDACTED]
Sent: Wednesday, 15 November 2017, 10:17
Subject: Fairwater Social & Athletic Club - Confidential

Dear [REDACTED]

Fairwater Social & Athletic Club - Confidential

I have been approached by the Club to advise on their insolvent position and last night I met with Co-Trustees Michael Michael, [REDACTED] and the Secretary [REDACTED]

This is a members club with unlimited personal liability of the members in the event of closure.

A brief summary, the Committee consists of
The Chairperson & Treasurer is [REDACTED]
Vice Chair - [REDACTED] (not active at the moment as he is ill)
Committee Members - [REDACTED]
There are approx. 150 members.

[REDACTED] (who is also a creditor owed more than £22,000) produced the enclosed comprehensive Memo to the Club dated 21 October 2017. This indicated that the Club is insolvent . It was sent to the Trustees and the Committee and was supposed to have been given to the Club members at an Extraordinary General Meeting (EGM) two weeks ago. Unfortunately, for reasons unknown (but suspected), the Report was hijacked, scanned and altered and then given the members at the EGM. The altered version did not emphasise the Club's desperate situation.

There were approx. 50 members in attendance. Needless to say there was no formal resolution to the Clubs predicament except promises of more fund raising events. There seems to be an attitude of soldiering on with no regard to the personal liability issue which can be attached to the members.

There has been some suggestion of a move to the old Bulldog pub (recently Fairwater Rugby Club - but the premises is now closed) also owned by CCC.

I attach a map of both sites and I can see some great benefits to the move especially as there are more chimney pots in the surrounding area and the current and future housing on the land to the north west of Pentrebane Road. The present lease could be surrendered with the consent of CCC and development opportunities at the present Plas-Maer Road site.

I enclose the original Report. Briefly, I emphasised last night that the following additional facts should be disclosed to the members.

1. The Cardiff County Council (CCC) is the landlord and there are rent arrears. The rent is outstanding and the Club has accumulated three quarters rent arrears (£2,850), the next payment £950 is due on Christmas day.
2. The Trustees hold the lease in their names (a copy of which is being provided shortly by Michael to us/you). Under the terms of the lease, under Schedule 5, the Council have the right to terminate the lease due to non-payment of rent.
3. HMRC could distrain and remove all the assets of the Club for arrears of VAT PAYE/NIC and Corporation Tax (the debt is £31,779) and as a result they could not carry on trading.
4. A new company should be formed under the Friendly Societies Act and a new Board formed.
5. Allied to the HMRC position in 3 above is the probability of HMRC issuing a bond in addition to action under 3 above [please see <https://www.gov.uk/guidance/tax-deposits-and-bonds-employers-and-traders>]
6. I didn't advise this in my meeting last night but thought of it after they had left. If there is a new Board at the new site, under the new company, then I believe that the bond issue could be circumvented.

Please can you contact Michael Michael. He is a Co-Trustee of the Club and also a Cardiff Councillor with links to the CCC
Michael.Michael@cardiff.gov.uk
Mobile: 07891 562352
<https://cardiff.moderngov.co.uk/mgUserInfo.aspx?UID=179>

There is a new EGM called for next Monday. I believe that the Committee should advise the EGM on the value of the land, if the rent is paid up to date and a deal could be worked out with CCC to lease the former Bulldog pub property. Michael will assist the Club with CCC but a business plan would need to be put together. The potential development of the existing site Michael can speak to you about.

Please could we have your views

Last accounts also attached.

Thanks

Website: www.doyledavies.com

Telephone: 029 20 820340

Facsimile: 029 20 813 530

Email: [REDACTED]



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Subject: FAIRWATER VOLUMES

From: [REDACTED]

To: [REDACTED]

Date: Sunday, 19 November 2017, 16:06

Sorry for taking so long!

They haven't changed much since I last sent them

YTD = 146 COMPARED TO 183 – down 37 barrels -20%

MAT = 179 COMPARED TO 209 – down 31 barrels -14.6%

Let me know how the meeting goes tomorrow night!

[REDACTED]
Account Manager

Website:

+ 137 High Street, Burton-on-Trent, Staffordshire DE14 1JZ

(Mobile/Telephone: +44 (0) 7808 097467

(Internal: 888 0000

*

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BEER & CIDER

Attachments

- image003.jpg (11.84 KB)

Michael, Michael (Cllr)

From: Michael, Michael (Cllr)
Sent: 21 November 2017 18:23
To: [REDACTED]
Subject: Fairwater Social Athletic Club

[REDACTED] Further to last evenings meeting this is to confirm that I as Trustee informed you and the committee as well as the members present as to the financial state of the club.

I did so after taking legal and financial advice, I also asked you and the committee to do the same.

I outlined the poor state of the clubs takings over the past years and the income we are receiving this year pointing out that in the past 10 weeks the club had to take in around £45.000 in order to break even and pay our way.

In fact the club takings were around £34.000 leaving a shortage of £11.000+

In other words the club is loosing over £1.000 per week on average.

This added to the debt of over £77.000 makes it impossible for the club to continue trading.

I further explained to you and all those present that in my view and the views of the legal and financial advisors who had looked at the documents prepared by the club secretary that the club was insolvent, I explained that your lease stated that by not paying your rent the club had placed itself in a position where the value of the lease in fact was nil as it states in clause 5 of the schedule.

This means that the club is effectively bankrupt as the loses out way the assets.

I explained to you and those present that to order goods and services when the club was in this financial state was a criminal act.

In light of the advice I gave and the continuing breaking of health and safety law in not having hot water in the club for the past few months you are placing the members of the club and staff in a dangerous position. You seem to be neglecting your duty of care to both members and staff.

To run the club it is the job of the committee and after listening to you last night state you were unaware as to the true financial position of the club and to seek to deny any responsibility is simply not acceptable.

I cannot remain as a Trustee of a club that ignores the law and places itself in a position of acting criminally.

I therefore tender my resignation forthwith and ask that you remove my name from all legal documents associated with the Fairwater Social and Athletic Club as soon as possible. please confirm as per that instructions have been given to a solicitor acting for the club to proceed with this.

I also ask that you give a copy of this email to all of the members of the committee and put copies on the club notice boards in order for members to read.

Regards
Michael

Sent with BlackBerry Work
(www.blackberry.com)

Michael, Michael (Cllr)

From: Michael, Michael (Cllr)
Sent: 30 October 2017 15:07
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: Fairwater Social Athletic Club

Sent with BlackBerry Work
(www.blackberry.com)

From: Michael, Michael (Cllr) <Michael.Michael@cardiff.gov.uk>
Date: Monday, 30 Oct 2017, 2:33 pm

[REDACTED]
Subject: Fairwater Social Athletic Club

[REDACTED] Further to our conversation earlier today, this is to confirm that as I stated at all occasions during any discussions I will act as a club trustee. And have verbally declared an interest as a sitting Councillor and Cabinet Member, therefore I will NOT take part in any of the decision making processes of the Council. As I informed you on several occasions the idea of a possible land swop with the council was discussed between myself and the late Chairman as a possible way for the club to allow the club to discharge its debts and start again. As I informed you earlier on the process is for the council to value the Former Fairwater Rugby Club and the Fairwater Social club in order to inform itself of any future costs. After this stage the Fairwater Social and Athletic club will need to prepare a full business plan to show that any proposed move would be viable and would work.

If we get to the stage where an offer is discussed I believe that there would need to be a meeting of the membership and I would be happy to inform them of the options available, I would also ask for legal advice and ask outside bodies to scrutinise any proposals to make sure I would have no conflict of interest of any kind.

I have informed you that in my opinion as Chairwoman of the club you should seek financial advice as to the way forward.

I have grave concerns as to the solvency of the club and as I have made you aware it is a criminal offence to order goods and services knowing that the bills can not be paid. Please take legal advice for the committee in order to assist them in their duties. I would further ask that you keep all receipts and balances of any cash transactions you are involved in for future use.

I will continue to work to assist the club get through this difficult time.

Regards
Michael

Sent with BlackBerry Work
(www.blackberry.com)

Michael, Michael (Cllr)

From: Michael, Michael (Cllr)
Sent: 23 October 2017 19:33
To: [REDACTED]
Subject: Fairwater Social and Athletic Club

[REDACTED] This is to confirm our discussions earlier on this morning and that we will meet on Friday 27th October at 6.30pm in the club to discuss a range of concerns.

Having read the paper presented to me by the Club secretary I have concerns regarding the financial stability of the club and the actions available to us to resolve the current situation.

It is important to remember that both myself and [REDACTED] as trustees have a duty to protect the fabric of the club for the members but also to be aware of the law in terms of trading if there are any questions of either insolvency or repaying debt.

This is a difficult time for clubs and bars country wide and we are not immune from these difficulties.

It be informative to hear what the members say after tonight's meeting and what suggestions they make to solve the issues.

I would further suggest that on Friday the true financial picture is discussed and that all club committee are present.

Regards

Michael

Sent with BlackBerry Work
(www.blackberry.com)

Michael, Michael (Cllr)

From: [REDACTED]
Sent: 21 November 2017 22:00
To: [REDACTED]
Subject: Resignation of position of trustee

Hi [REDACTED]

I wish to inform you and the committee that i wish to tender my resignation from the position of trustee of Fairwater social and athletic club forthwith

Could you please remove my name from all legal documents associated with Fairwater social and athletic club as soon as possible please

Could you inform me that this instruction has been carried out and given to a solicitor acting for the club to proceed with this

Regards

[REDACTED]

Sent from my Samsung Galaxy smartphone.

Michael, Michael (Cllr)

From: [REDACTED]
Sent: 16 December 2017 13:57
To: [REDACTED]
Subject: FSAC - Appt of Trustees

[REDACTED]

I am aware that the meeting took place regarding the appointment of new Trustees of the Club on Monday last.

At the present time there are 4 Trustees registered with The Land Registry as Trustees of the Club as follow:

[REDACTED]

All the above have to be removed from the positions as Trustees of the Club - [REDACTED] because he has passed away and the remaining 3 because they have all resigned.

I have been in contact with the solicitor who has done work on behalf of the Club in relation to the removal and appointment of Trustees and his fee for the removal of the above Trustess will be £750.00 plus VAT plus disbursements.

The fees for the appoinment of new Trustess will be £250.00 plus VAT plus disbursements.

The fees for the removal are higher because it is more work and in [REDACTED] case a copy of his death certificate will have to be obtained.

The solicitor has also requested that he be paid his fees in advance of undertaking the work.

Please let me know who the new Trustees of the Club are?

Also let me know if the solicitor can be instructed and the provision to be made in respect of the payment of his fees.

As soon as I receive instructions I will write to the Trustees who have resigned advising them that the process for their removal has started.

[REDACTED]
Secretary
Fairwater Social and Ath Club

[REDACTED]

Dear [REDACTED]

I write to you on behalf of concerned constituents, who inform me that you have consistently refused to show them the clubs accounts.

If the above is true, I would request an explanation. I would be very grateful if you could contact me in order to appraise me of the situation from your side.

I would also like to inquire about the status of any deal involving the sale of the club site and transfer to the sites of the former Bulldog Pub.

Yours sincerely,

Neil McEvoy

Cllr Neil McEvoy AM

[REDACTED]

Save the Social Club

Help Plaid stop Labour plans to demolish the Club



Plaid Cymru
Party of Wales



PUBLIC MEETING:

Monday 18th December, 7pm. Fairwater Social Club.

Support the Club and come along. Join the Club for only £3.

Merry Christmas!

Labour is trying to push through plans to demolish the Social Club and build on the site. Your Fairwater Plaid Councillors oppose this. We want to keep the Club open and make it a success.

Cllrs Lisa Ford, Neil McEvoy and Keith Parry said,

“Trying to close the Social Club is not on. We have already lost the Bulldog and the Quarry. For clarity, the Council bought the Bulldog site for housing and there are no plans to re-locate the Club there. Any talk of such is hot air.”



SURGERIES

Every Saturday 11am to 12pm Fairwater Library, the Green.

Every Wednesday 12pm—1pm, the Zone, Beechley Drive.

Neil McEvoy AM has an open door policy at his office : call in if you need help.

321 Cowbridge Road East, CF5 1JD. Call 0300 200 7434 anytime.

Your Fairwater team

Lisa Ford - 07891 518426 / lisaford@cardiff.gov.uk

Keith Parry - 07779 975419 / keith.parry@cardiff.gov.uk

Neil McEvoy - 0300 200 7434 / neil.mcevoy@assembly.wales



/CardiffPlaid @CardiffPlaid

Neil Donates Council Allowance

As promised, Neil McEvoy is donating his councillor allowance to local good causes and to Plaid Cymru. A charitable vehicle is being set up to enable as much money as possible to be put into local projects. If you want more information please get in touch.

FAIRWATER SOCIAL AND
ATHLETIC CLUB

ACCOUNTS

FOR THE YEAR ENDED

31 DECEMBER 2015

FAIRWATER SOCIAL AND ATHLETIC CLUB

BAR TRADING ACCOUNTS

For the year ended 31 December 2015

	2015	2014
TAKINGS	195,895	192,459
Deduct		
Opening Stock	7,308	4,745
	99,804	Purchases 102,123
Closing Stock	<u>6,263</u>	<u>7,308</u>
	93,540	97,378
	<u>102,354</u>	<u>94,815</u>
		<u>97,644</u>
GROSS PROFIT	102,354	
Deduct		
Staff wages and N I C	63,869	54,689
Bar Requisites	7,583	5,305

FAIRWATER SOCIAL AND ATHLETIC CLUB

	<u>71,452</u>	<u>59,994</u>
TRADING PROFIT £	<u><u>30,903</u></u>	<u><u>37,650</u></u>

FAIRWATER SOCIAL AND ATHLETIC CLUB

	2015			2014
	Income	Expenses	Total	
Gaming and Video Machines	9,111	2,380	6,731	6,062
Tote and Bingo	179 -	50	129	153
Pool Tables	803		803	1,200
Entertainment	1,590 -	5,802 -	4,212	
INCOME AND EXPENDITURE ACCOUNT				
For the Year ended 31 December 2015				
INCOME FROM CLUB ACTIVITIES				
			<u>3,451</u>	<u>3,377</u> - <u>4,038</u>

OTHER INCOME				
Members Subscriptions	257 223	Sundry Income	7,495 5,868	Aerial Income
4,260			2,348 3,250	Brewery Discounts
Super draw	15 1.195	Bank interest	10 29	
Raffle			220	485

FAIRWATER SOCIAL AND ATHLETIC CLUB

Lotto

203

13,968

18,687

PROFIT FROM BAR TRADING

30,903

37,650

GROSS CLUB INCOME

44,871

56,337

Deduct CLUB EXPENSES

66,009

- 66,896

NET (DEFICIT) FOR THE YEAR

- ~~21,138~~

- 10,559

Corporation Tax

836

- 576

21,974

- 11,135

Disposal of aerial rights

31,000

NET(DEFICIT) SURPLUS AFTER TAX £ 9,026

£ - 1,135 INCOME AND

EXPENDITURE ACCOUNT

For the year ended 31 December 2015

Rent and Rates	6,459	6,376
Fairwater Soccer and Athletic Club	23,168	21,397
Insurances	1,756	
Printing postage and stationery	266	64
Repairs and Renewals	4,699	6,584
Telephone	3,879	1,824
Stock Takers Fees	695	570
Accountancy	500	800
Professional fees	960	
Bank Charges	1,028	1,020
Loan interest and fees		275
T V Maintenance Costs	6,948	7,999
Taxis	798	206
Sundry Expenses	3,196	6,866
Licensing costs	1,877	1,372
Depreciation		
Equipment	1,550	1,572
Furniture and fittings	892	657
Improvements	2,035	2,395
Offices Honoraria		
Chairman	1,000	1,000
Secretary	4,140	4,140
	60,869	61,756
	<u>5,140</u>	<u>5,140</u>
TOTAL CLUB EXPENSES £	<u><u>66,009</u></u>	£ <u><u>66,896</u></u>

FAIRWATER SOCIAL AND ATHLETIC
CLU
B

BALANCE SHEET as at 31 December 2035	Surplus/(Deficit) for the year		2014
	212,867		
	5,052		
	8,789		212,86
FIXED ASSETS	11,536		7
Leasehold land and buildings			5,944
Furniture and fittings			10,339
Equipment	238,244		13,571
Improvements			
	6,263	7,308	242,72
CURRENT ASSETS	1,842	2,183	1
Stock	37,614	13,645	
Debtors and prepayments	46	7,623	
Bank Current Account	600	600	
Bank Deposit Account	4,459	7,350	
'Floats and cash in hand	1,588	1,597	
	33,172	23,691	
	46,365	31,359	
CURRENT LIABILITIES			
Trade Creditors			
Taxation			
Accrued Expenses	39,220	32,638	
NET CURRENT (LIABILITIES/ASSETS)	7,146	-	1,279 241,442
TOTAL FIXED AND CURRENT ASSETS	245,390		15,837
LOAN MOLSON COORS	10,758	-	
	£ <u>234,632</u>		236,61
TOTAL NET ASSETS			1 1,005
ACCUMULATED FUNDS	225,606		
Opening balance	9,026		
	£ <u>234,632</u>	£	<u>225,606</u>

The officers of the Management Committee acknowledge their responsibilities for :

- (i) ensuring that the club has proper accounting records which comply with section 29 of the Friendly Industrial and Provident Societies act 1968 (the Act),
- (ii) establishing and maintaining a satisfactory system of its books of accounts its cash holding and its receipts and remittances in order to comply with sections .1 and 2 of the Act, and (iii) preparing financial statements which give a true and fair view of the state of affairs of the club as at the end of the financial year and of its surplus for the financial year in accordance with the requirements of the Act relating to the financial statements so far as applicable to the club.

These financial statements were approved by the Management Committee and authorised for issue and are signed on their behalf by:

Chairman
Dated

Secretary

CLUB

NOTES TO THE ACCOUNTS
Year ended 31 December 2014

Accounting policies

The financial accounts have been prepared under the historical cost convention in accordance with the standard for small entities (effective April 2008)

Turnover

Turnover represents monies received (excluding value added tax) from bar sales.

Tangible fixed assets and depreciation

Depreciation is provided by the club to write off the cost less estimated residual value over their useful economic lives as follows: Lease hold

Nil

Fixtures and Fittings 150/0

Equipment

Stocks

Stocks are value by a professional valued at lower of cost or market value.

Taxation

The club is treated as a mutual trading body and not subject to corporation tax on its trading profits *Corporation tax is payable on investment and rental income

Provision rate at 20%	As at 31 December 2013	
	2014	2013
	444	576
Fixed Tangible Assets	<u>444</u>	<u>576</u>

	Leasehold Land and Buildings	Fixtures and Fittings	Improvements	Equipment
Cost at 1 January 2014				
Additions				
Cost at 31 December 2014				
Depreciation	212,867	513,494	47,685	53,379
As at 1 January 2014		2,220		1,932
Depreciation				
As at 31 December 2014	<u>212,867</u>	<u>53,714</u>	<u>47,685</u>	<u>55,311</u>

Net Book Value

As at 31 December 2014

	47,113	31,719	43,400
	657	2,395	1,572
	47,770	34,114	
212,867	5,944	13,571	10,339
212,867	4,381	15,966	9,979

Land South of Pentrebane Road	
Application Reference	14/02188/MJR
Description	DEVELOPMENT OF UP TO 290 RESIDENTIAL DWELLINGS (C3), OPEN SPACE (INCLUDING CHILDRENS PLAY SPACE), LANDSCAPING, SUSTAINABLE URBAN DRAINAGE, VEHICULAR ACCESS, PEDESTRIAN AND CYCLE ACCESSES AND RELATED INFRASTRUCTURE AND ENGINEERING WORKS.
Committee Date	15/06/2016
Decision Notice Date	13/12/2016

Land North and South of Llantrisant Road	
Application Reference	14/02157/MJR
Description	THE DEVELOPMENT OF UP TO 630 RESIDENTIAL DWELLINGS (USE CLASS C3, INCLUDING AFFORDABLE HOMES), PRIMARY SCHOOL (USE CLASS D1), VISITOR CENTRE/COMMUNITY CENTRE (USE CLASS D1), COMMUNITY CENTRE (USE CLASS D1), OPEN SPACE (INCLUDING CHILDREN'S PLAY SPACES), LANDSCAPING, SUSTAINABLE URBAN DRAINAGE, VEHICULAR ACCESSES, BUS LANES, PEDESTRIAN AND CYCLE ACCESSES AND RELATED INFRASTRUCTURE AND ENGINEERING WORKS.
Committee Date	10/02/2016
Decision Notice Date	09/08/2016

Land North of Junction 33 on M4	
Application Reference	14/00852/DCO
Description	<p>COMPREHENSIVE DEVELOPMENT OF 'LAND TO THE NORTH OF JUNCTION 33 OF THE M4' TO CREATE A NEW COMMUNITY CONTAINING:</p> <p>A RANGE OF NEW HOMES, INCLUDING HOUSES, APARTMENTS AND SOME SHELTERED ACCOMMODATION FOR THE ELDERLY (USE CLASSES C2 AND C3)</p> <p>A PARK AND RIDE FACILITY AND TRANSPORT INTERCHANGE OR HUB</p> <p>COMMUNITY FACILITIES INCLUDING A NEW PRIMARY SCHOOL AND COMMUNITY CENTRE (USE CLASS D1)</p> <p>A LOCAL CENTRE INCLUDING SHOPS (USE CLASS A1), FINANCIAL AND PROFESSIONAL (USE CLASS A2), FOOD AND DRINK (USE CLASS A3) AND A CLINIC OR SURGERY (USE CLASS D1)</p> <p>NEW OFFICES, WORKSHOPS AND RESEARCH AND DEVELOPMENT FACILITIES (USE CLASSES B1 WITH ANCILLARY B2 AND B8)</p> <p>A NETWORK OF OPEN SPACES INCLUDING PARKLAND, FOOTPATHS, SPORTS PITCHES AND AREAS FOR INFORMAL RECREATION</p> <p>NEW ROADS, PARKING AREAS, ACCESSES AND PATHS</p> <p>OTHER ANCILLARY USES AND ACTIVITIES</p> <p>AND REQUIRING; SITE PREPARATION, THE INSTALLATION OR IMPROVEMENT OF SERVICES AND INFRASTRUCTURE; THE CREATION OF DRAINAGE CHANNELS; IMPROVEMENTS/WORKS TO THE HIGHWAY NETWORK AND OTHER ANCILLARY WORKS AND ACTIVITIES.</p>
Committee Date	08/02/2017
Decision Notice Date	07/09/2017

Goitre Fach Farm	
Application Reference	16/00106/MJR
Description	OUTLINE PLANNING APPLICATION (ALL MATTERS RESERVED APART FROM STRATEGIC VEHICULAR, CYCLE AND PEDESTRIAN ACCESS INTO THE SITE) FOR THE DEMOLITION OF EXISTING BUILDINGS AND RESIDENTIAL DEVELOPMENT OF UP TO 300 DWELLINGS ON SITE TO INCLUDE OPEN SPACE (INCLUDING CHILDREN'S PLAY SPACE), LANDSCAPING. SUSTAINABLE URBAN DRAINAGE, VEHICULAR ACCESS, PEDESTRIAN AND CYCLE ACCESSES AND RELATED INFRASTRUCTURE AND ENGINEERING WORKS.
Committee Date	14/12/2016
Decision Notice Date	27/04/2017

Plasdwr	
Application Reference	14/02733/MJR
Description	OUTLINE PLANNING APPLICATION WITH ALL MATTERS RESERVED APART FROM STRATEGIC ACCESS JUNCTIONS FOR RESIDENTIAL-LED MIXED USE DEVELOPMENT, TO BE DEVELOPED IN PHASES, INCLUDING PREPARATORY WORKS AS NECESSARY INCLUDING DEMOLITION AND RE-GRADING OF SITE LEVELS; UP TO 5,970 RESIDENTIAL UNITS (USE CLASS C3, INCLUDING AFFORDABLE HOMES); 3 NO. LOCAL CENTRES PROVIDING RESIDENTIAL UNITS, CONVENIENCE SHOPS AND FACILITIES/SERVICES (INCLUDING UP TO 7,900 SQ M IN USE CLASSES A1-A3) AND 1NO. DISTRICT CENTRE PROVIDING RESIDENTIAL UNITS, UP TO 12,000 SQ M IN USE CLASSES A1 -A3 INCLUDING UP TO TWO FOOD STORES (UP TO 5,000 SQ M GROSS) WITH ASSOCIATED PARKING, UP TO 15,500 SQ M OF USE CLASS B1(A), B1(B) AND B1(C); PROVISION OF UP TO 5,100 SQ M OF COMMUNITY AND HEALTHCARE FACILITIES ACROSS THE DISTRICT AND LOCAL CENTRES (USE CLASSES D1 AND D2); PROVISION FOR 3NO. PRIMARY SCHOOLS AND 1NO. SECONDARY SCHOOL; OPEN SPACE INCLUDING ALLOTMENTS; PARKS; NATURAL AND SEMI NATURAL GREEN SPACE; AMENITY GREEN SPACES; FACILITIES FOR CHILDREN AND YOUNG PEOPLE; OUTDOOR SPORTS PROVISION INCLUDING PLAYING PITCHES; ASSOCIATED INFRASTRUCTURE AND ENGINEERING WORKS INCLUDING NEW VEHICULAR ACCESSES, IMPROVEMENT WORKS TO THE EXISTING HIGHWAY NETWORK, NEW ROADS, FOOTPATHS/CYCLEWAYS, A RESERVED STRATEGIC TRANSPORT CORRIDOR; UP TO 1 NO. ELECTRICITY PRIMARY-SUBSTATION AND LANDSCAPING WORKS (INCLUDING SUDS).
Committee Date	15/03/2017
Decision Notice Date	20/03/2017

Michael, Michael (Cllr)

From: Michael, Michael (Cllr)
Sent: 01 April 2019 17:24
To: 'enquiries@silverbacklaw.co.uk'
Subject: FW: Fairwater Social Athletic Club

Ref CUK 101071/008

Dear Sirs. Please find a copy of my resignation to the Chair of the Fairwater Social and Athletic Club dated 21.11.2017.

The email I send explains the reasons for my resignation.

I believe that [REDACTED] is a Trustee and in my view both he and the Chair [REDACTED] ignored the advice that they were given and therefore I would suggest you contact her [REDACTED] and her committee.

Just to further inform you there is a police investigation into the Club and the part [REDACTED] played in its closure.

Cofion | Regards

Michael

Y Cyng | Cllr Michael Michael
 Aelod Cabinet dros Glân, Ailgylchu a'r Amgylchedd | Cabinet Member for Streets, Recycling & Environment
 Cyngor Caerdydd | Cardiff Council

t: +44 (0) 2920 87 2479

e: Michael.Michael@cardiff.gov.uk

From: Michael, Michael (Cllr)
Sent: 21 November 2017 18:23
To: [REDACTED]
Subject: Fairwater Social Athletic Club

[REDACTED] Further to last evenings meeting this is to confirm that I as Trustee informed you and the committee as well as the members present as to the financial state of the club.

I did so after taking legal and financial advice, I also asked you and the committee to do the same.

I outlined the poor state of the clubs takings over the past years and the income we are receiving this year pointing out that in the past 10 weeks the club had to take in around £45.000 in order to break even and pay our way.

In fact the club takings were around £34.000 leaving a shortage of £11.000+

In other words the club is loosing over £1.000 per week on average.

This added to the debt of over £77.000 makes it impossible for the club to continue trading.

I further explained to you and all those present that in my view and the views of the legal and financial advisors who had looked at the documents prepared by the club secretary that the club was insolvent, I explained that your lease stated that by not paying your rent the club had placed itself in a position where the value of the lease in fact was nil as it states in clause 5 of the schedule.

This means that the club is effectively bankrupt as the loses out way the assets.

I explained to you and those present that to order goods and services when the club was in this financial state was a criminal act.

In light of the advice I gave and the continuing breaking of health and safety law in not having hot water in the club for the past few months you are placing the members of the club and staff in a dangerous position. You seem to be neglecting your duty of care to both members and staff.

To run the club it is the job of the committee and after listening to you last night state you were unaware as to the true financial position of the club and to seek to deny any responsibility is simply not acceptable.

I cannot remain as a Trustee of a club that ignores the law and places itself in a position of acting criminally.

I therefore tender my resignation forthwith and ask that you remove my name from all legal documents associated with the Fairwater Social and Athletic Club as soon as possible. please confirm asp that instructions have been given to a solicitor acting for the club to proceed with this.

I also ask that you give a copy of this email to all of the members of the committee and put copies on the club notice boards in order for members to read.

Regards
Michael

Sent with BlackBerry Work
(www.blackberry.com)

Michael, Michael (Cllr)

From: [REDACTED]
Sent: 05 January 2020 08:23
To: Michael, Michael (Cllr)
Subject: Councillor Neil McEvoy and Fairwater Social and Ath Club

Dear Councillor Michael

As you may be aware on 11 July 2019 Councillor Neil McEvoy AM sent out a letter to all the members of Fairwater Social and Athletic Club advising them that a 'Public Meeting' was to take place at the Lutheran Church Monday 15 July 2019/

I am writing to you as the former Secretary of the Club and I had held that position for many years prior to my resignation earlier in 2019.

Councillor McEvoy's letter to the members refers to the financial situation of the Club at that time. Councillor McEvoy's comment in his letter was that '***The mess left by the former secretary was nothing short of shocking.***'

To the best of my knowledge Councillor McEvoy was never a member whilst I was the Secretary of the Club and so therefore his information can only have come from the Committee of the Club.

I have to advise you that I found Councillor McEvoy's comments extremely distressing and he set out to deliberately to besmirch my character in the local community in which I live. I financed that Club to a large degree, a factor which he does not mention and at the time of it's closure I was owed a considerable amount of money by way of unpaid wages and loans etc.

I believe in making the comments about me that he has, Councillor McEvoy has breached the Code of Conduct not only relating to his position as an Assembly Member of the Welsh Assembly but also that of Cardiff Council in his capacity as a local Councillor.

Yours sincerely

[REDACTED]

STATEMENT OF [REDACTED]

I [REDACTED] will state as follows:

1. On Monday 15 July 2019 I attended a Public Meeting at the Lutheran Church at Fairwater Green. The meeting was due to commence at 7pm.
2. The meeting was convened in a letter from Neil McEvoy AM who is also one of the local councillors on Cardiff Council representing the local area of Fairwater. My father received this letter from Mr McEvoy as he is/was a member of the Fairwater Social and Athletic Club
3. In Mr McEvoy's letter dated 11 July 2019 it is addressed to the members of Fairwater Social and Athletic Club although the subject matter is referred to as a 'Public Meeting'. The letter was distributed on Mr McEvoy's official notepaper as an Assembly Member for South Wales Central and paid for presumably by the Welsh Assembly Government. Mr McEvoy obviously was privy to the full list of names and addresses of the club members. This may be considered to be a breach of personal data as the membership details must have been provided to him by the Committee. I would respectfully ask how it could be a public meeting if members of the club were specifically contacted to attend.
4. I am a former employee of the Club.
5. I was accompanied to the meeting by my husband, [REDACTED] and by my father, [REDACTED] Mr [REDACTED] has been a member of the Club for many years. My husband was the former Steward at the Club.
6. When we arrived at the meeting we were approached by Mr [REDACTED] who was a member of the Club committee. Mr [REDACTED] advised us that as we were not members we were not welcome. The membership issue was not true in the case of my father. Mr [REDACTED] had asked us to go with him as he is elderly and his hearing is not great. I advised Mr [REDACTED] that the meeting had been advertised as a 'Public Meeting' and therefore as members of the public we were entitled to attend. Mr [REDACTED] was very aggressive towards us and said that he would phone the police. I told [REDACTED] to 'crack on'.
7. Mr [REDACTED] was really angry and I went outside and took a picture of the notice of the meeting.

8. Whilst I was outside I noticed the following persons standing talking together;

[REDACTED] – Club Chair
[REDACTED] Club Vice Chair
[REDACTED] Club Committee Man
[REDACTED] husband

Neil McEvoy AM

9. Mr McEvoy was asked whether he had any problem with my husband and me attending the meeting. Mr McEvoy said that he had no problems with us attending the meeting as he did not want any arguments. My husband said that he was not here to argue but only wanted to hear about the future of the Club. During this period some of the attendees that were inside the Church heard about what had been said by Mr [REDACTED] and if my husband and I had to leave then they would also leave.
10. The meeting commenced with Mr McEvoy at the front of the hall conducting the meeting and the Chair and Officers at the back of the hall.
11. The meeting was advised that Club owed the local authority money and Mrs [REDACTED] said that there was only 1 month's rent outstanding to them and that they needed to 'buy time' to sort the matter out. At this point a lady in the hall offered £600 to pay the rent owed to the local authority and this money was accepted by Mrs [REDACTED]
12. Someone asked that if the club was to re-open how it would manage for stock. Mrs [REDACTED] replied that there was still stock in the club.
13. Questions were asked about the generator. Mrs [REDACTED] advised that the generator contract was in her personal name.
14. Mr [REDACTED] suggested selling the bungalow and Mr McEvoy said he would look into this possibility.
15. During the meeting Mr McEvoy referred to a possible land swap between the club and the local authority in respect of the site at the former Bulldog public house and that those rumours were not true.
16. Mr McEvoy also said during the meeting that Councillor Russell Goodway had promised to build a new social club.

Signed [REDACTED]

Dated 15/1/20

STATEMENT OF [REDACTED]

I [REDACTED] of [REDACTED] will state as follows:

1. On Monday 15 July 2019 I attended a Public Meeting at the Lutheran Church at Fairwater Green. The meeting was due to commence at 7pm.
2. The meeting was convened in a letter from Neil McEvoy AM who is also one of the local councillors on Cardiff Council representing the local area of Fairwater.
3. In Mr McEvoy's letter dated 11 July 2019 it is addressed to the members of Fairwater Social and Athletic Club although the subject matter is referred to as a 'Public Meeting'. The letter was distributed on Mr McEvoy's official notepaper as an Assembly Member for South Wales Central.
4. I am the former Steward of the Club.
5. I was accompanied to the meeting by my wife, [REDACTED] and by my father in law, [REDACTED] Mr [REDACTED] has been a member of the Club for many years. My wife was a former member of the bar staff at the Club.
6. When we arrived at the meeting we were approached by Mr [REDACTED] who was a member of the Club committee. Mr [REDACTED] advised us that as we were not members we were not welcome. The membership issue was not true in the case of my wife's father. Mr [REDACTED] I advised Mr [REDACTED] that the meeting had been advertised as a 'Public Meeting' and therefore as members of the public we were entitled to attend. Mr [REDACTED] was very aggressive towards us and said that he would phone the police. My wife told Mr [REDACTED] to 'crack on'.
7. Mr [REDACTED] was really angry and I went outside and took a picture of the notice of the meeting.
8. Whilst I was outside I noticed the following persons standing talking together;

- [REDACTED] – Club Chair
- [REDACTED] – Club Vice Chair
- [REDACTED] – Club Committee Man
- [REDACTED] husband

Neil McEvoy AM

9. Mr McEvoy was asked whether he had any problem with my wife and me attending the meeting. Mr McEvoy said that he had no problems with us attending the meeting as he did not want any arguments. I said that I was not here to argue but only wanted to hear about the future of the Club. During this period some of the attendees that were inside the Church heard about what had been said by Mr [REDACTED] and if my wife and I had to leave then they would also leave.
10. The meeting commenced with Mr McEvoy at the front of the hall conducting the meeting and the Chair and Officers at the back of the hall.
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Signed

[REDACTED]

Dated 15/1/20