



Exeter City Supporters' Trust
Board Meeting
RGB Legends Room
9th September 2019; 19:00

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Agenda

NB Items marked * indicate that a resolution and vote will be required.

Part 'B' (19:00 – 20:00)

Apologies

Approval of minutes from the last meeting

Matters arising

Update of Part B matters from Chair (**Papers included**)

i. Club Supporter Behavior Group

NH

CH

Any other Part B business

Part 'A' (20:00 – 21:00)

Apologies

Approval of minutes from the last meeting

Matters arising

Update of Part A matters from Chair (**Paper included**)

NH

Trust Board Group Updates:

Finance & Governance Group (**Papers included**)

Trust Receipt & Expenditure Account (August 19)

Club Accounts Letter of Comfort *

Club Trust Agreement *

FGG Statement

SC

NH

PH

PH

Ownership & Membership Group

Proposal Consultation – How Best to Progress ECWFC *

MC

CH

Community

PF

Communications

PM

History

PF

Any other business

Date of next meeting: 7th October 2019



We Own Our Football Club

Exeter City AFC Supporters Society Ltd

Trust Board Meeting 5th August 2019 Minutes Part A

Meeting Held At: Supporters Trust Suite, St James Park

Date: 5th August 2019

Trustees Present: Nick Hawker (Chair), Clive Harrison, Pete Martin, Mark Cordell, Jon Beer, Chris Phillips, Elaine Davis, Doug Gillard, Paul Farley, Pete Holding, Neil Le Milliere

Officers Present: Steve Chudley, Phil Burden (Secretary), Phil Rugman

Apologies: Martin Weiler, Alice Cook, Dr Mike Finn

Members Present: Ed Galois (CEO Funeral Zone), Jon Leck, Spike Sussex

From Part B	Clifford Hill Training Ground Development Proposals Chris Jay & Mike Phillips gave a presentation and answered questions on proposals for the development of the Clifford Hill Training Ground.
	Minutes Of The Part A Meeting Of The 8th July 2019 Motion That the draft minutes of the Part A meeting of the 8th July 2019 be accepted, proposed by Chris Phillips, seconded by Jon Beer. Motion passed.
	Matters Arising From The Part A Meeting Of The 8th July 2019 Trust Audit Review - scope has been broadened out - Dr Mike Finn to be interviewing people and holding focus group meetings.
	Update From The Chair On Part A Matters The Trust designated game, courtesy of RGB Building Supplies will be the game against Salford City (14th March 2020). We have most of the year to plan what we want to do - promote fan ownership. 50% of the RGB benefit will go to the Trust which is really generous. Academy Sponsorship - Elaine Davis and the Chair met with Mark Jenkins at the Clifford Hill to discuss how we promote the Trust and our support of the Academy at that venue. A number of initiatives are in hand. The proposed Service Level Agreement between the Museum Trust and the Club is with the Club.

	<p>The Inter-bet deal was actually a 2 year deal which ends next year. Other organisations have shown an interest.</p> <p>Proposal that 20% Bar Discount for Trust members only be available by uploading cash to your membership card and paying with it - information in meeting pack. It has been agreed that implementation be postponed until there has been an opportunity to discuss membership benefits in general with Justin Quick.</p> <p>Action Mark Cordell and Doug Gillard to pick up the general issue of Member Benefits and discuss with Justin Quick</p> <p>There is currently a break down of benefits of membership and a £ value attributed to each which is used to assess our VAT position. If the benefits of membership change, we may need to re-evaluate that which could come at a cost as we'd probably need to use a VAT specialist.</p> <p>The Chair said that we shouldn't get in the way of the Club increasing revenue.</p>
	<p>Finance & Governance Group A report and the minutes for the July meeting have been circulated. The SJP book should break even. The Trust has had the best ever month for corporate income. Request that a graph of Trust monthly income over the year be produced for the AGM if possible.</p>
	<p>Ownership & Membership Group From 1st August 2019 only "new version" cards will be valid. As of 1st August 2019, Trust membership is at 3483, an increase of 82, mainly due to the Junior Grecian event. Junior Grecian membership is 435. SJP anniversary badges have been ordered. Need volunteers for Trust stall on matchdays.</p>
	<p>Community Group Heritage Lottery Fund project work relating to the Grecian Archive - Will Barrett has been appointed to manage the work. Events - > book launch, literary festival Events in the planning -> 125 years at SJP, 30 years since the 1989/90 season</p>
	<p>Communications & Engagement Group Group meeting on the 15th. Newsletter being published every month. Twitter feed carry on as usual. Fans forum broadcast. Cosmetic changes to website to improve accessibility on Smartphone. The Future - A Trust membership promotion video. A Trust podcast. Q. Number of hits on the website? A. Hopefully can be provided at the next Trust Board meeting. Engagement with the 350 students in the new block? The Club have it in mind.</p>
	<p>Any Other Business AGM / Election 5 vacancies on the Trust Board Timetable: Notice of AGM & Details of Election <u>31/08/2019</u></p>

Deadline for requesting a candidate pack (17:00) 21/09/2019
Deadline for submitting a nomination form (17:00)12/10/2019
Deadline for sending out candidate info and ballot papers (17:00)19/10/2019
Deadline for Members Resolutions and/or Agenda Items 19/10/2019
Deadline for requesting candidate questions for hustings 26/10/2019
AGM Agenda & Meeting Pack Despatched with Proxy Details 26/10/2019
Hustings TBA19
Deadline for receipt of ballot papers 09/11/2019
Deadline for receiving proxy papers 15/11/2019
AGM 16/11/2019
No membership volunteer yet to help with the election.

Suggestion that it would be good for the hustings to be close to the date when people get the pack, then there is less likelihood of people already having voted by the time the hustings take place.

Trust member Jon Leck gave a brief outline of a Commercial Proposition, in respect of playing kit and other merchandise.

Action

Chair to make arrangements for Jon Leck to present his ideas to the Club.

Part 'B' Minutes from previous meeting

Exeter City Supporters Society Trust Board Register of Decisions

Part A	Action Mark Cordell and Doug Gillard to pick up the general issue of Member Benefits and discuss with Justin Quick.
Part A	Action Chair to make arrangements for Jon Leck to present his ideas to the Club.
Part B	Action The Chair asked the FGG to make a proposal to the Trust Board about what our vision is.

Update from Chair on Part B Matters

Update to be provided at the meeting.

Update from Chair on Part A Matters

Update to be provided at the meeting.

Receipts & Expenditure – August 2019

August 2019

Opening balance	26,188.75
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Receipts

Subscriptions	12,387.33
Easy Fundraising	51.39

Total	12,438.72
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Payments

ECFC donation	8,333.00
ECFC Women sponsorship	950.00
Wages/expenses	1,028.81
Campaign Monitor	85.94
WiX website	100.08
Photo copyright	188.00
RGB hospitality	43.92
STARS flyers	30.00
Website hosting	6.00
Telephone charges	11.28
Bank charges	13.30

Total	10,790.33
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PayPal	525.97
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Deposit account	40,460.20
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Total	68,823.31
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Variance on previous month	2,079.63
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Report of Finance and Governance Group to Trust Board

The Group last met on 27th attached are the draft minutes.

Club Finances

The FGG remains satisfied that the Club is financially viable.

The Club Budget.

The reforecast is due to be presented to the CB at the meeting of the 5th Sept, no papers received as yet, we will meet after this to discuss.

CTA Revised agreement attached for agreement in principle (recommendation from the FGG to do so).

The CTA Implementation document having been agreed PH is seeking to arrange a meeting with Phil Burden and Matt Higgins so that they can take over this.

Trust Accounts

Work is underway lead by Steve. We do not anticipate any problems with them being available for approval at the Trust AGM.

Club Accounts Letter of Comfort

Haines Watts LLP
3 Southernhay West
Exeter
EX1 1JG
tba

Dear Sirs,

Re: Exeter City AFC Limited (the Club)

We confirm that Exeter City AFC Supporters Society Ltd (the Trust):

(a) intends to continue to support the Club financially at a level not less than previously provided. For avoidance of doubt, this amounts to £100,000 per annum, in the form a non-refundable donation.

(b) will not require the Club to repay the long term loan of £829,968, in full or in part, for at least 12 months, or after this time, if it could lead to the administration or liquidation of the Club.

(c) is aware of the future plans for the Club and is supportive of these.

Yours faithfully,

Nick Hawker

Chairman

For and on behalf of Exeter City AFC Supporters Society Ltd

Club Trust Agreement

THIS AGREEMENT is dated 2019

PARTIES

1) EXETER CITY A.F.C. LIMITED (" Club") of St James Park, Stadium Way, Exeter EX4 6PX

2) EXETER CITY AFC SUPPORTERS SOCIETY LIMITED ("Trust") of St James Park, Stadium Way, Exeter EX4 6PX

The parties previously entered into this agreement for the purpose of regulating the involvement of the Trust in the governance of the Club dated 05 September 2016 .They agreed that this needed updating and this agreement supersedes the agreement of the 05 September 2016 unless otherwise expressly stated

DEFINITIONS

"Club" means the private company limited by shares incorporated and registered in England and Wales with company number 00097808.

"Trust" means the Registered Society incorporated under the Cooperative and Community Benefit Society Act 2014 with registered number 29339R.

"Director" means a Director of the Club according to law and its Articles of Association.

"Club Board" means the Board of the Club, not including any Associate Directors or Offices from time to time in office.

"Trust Board" means the Board of the Trust, including any co-opted members from time to time in office.

AGREED TERMS

1 . INTERPRETATIONS

Clause headings do not affect the interpretation of this agreement.

A reference to a person includes a natural person or a corporate or unincorporated body (whether or not having a separate legal personality).

A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment, and includes any subordinate legislation for the time being in force made under it.

A reference to writing or written includes e-mail.

Words in the singular include the plural and in the plural include the singular, where appropriate.

Any words indicating any specific gender shall not be regarded as exclusive to that gender.

2. MATTERS WHICH REQUIRE THE PRIOR WRITTEN CONSENT OF THE TRUST

The Club shall not take any action nor pass any resolution without the prior written consent of the Trust Board in any matter that pertains or relates to:

- (i) the total number of shares in issue in the Club, or rights attaching to, such shares;
 - b) approval of new issue of shares in the Club;
 - c) subject to the appropriate authority from the shareholders, the allotment of un-issued shares in the capital of the Club;
- (ii) a) any change in stadium location or name of the Club;
 - b) any change in the badges, logos or other devices used in the signage, publications, advertising, promotional material, affiliated teams or other branding of the Club;
 - c) the colours and styles of the Club's home playing strip;
- (iii) any change in the name or nickname of the Club or team or its status with the Football Association or the English Football League;
- (iv) the purchase or disposal of any land or buildings or interest therein owned by the Club with a market value in excess of £25,000;
- (v) the taking of, granting, assignment or sale of any lease or interest therein with a duration in excess of 5 years;
- (vi) a) any borrowing against the security of any asset owned by the Club or any lease held by the Club in excess of £50,000 in any 12 month period;
 - b) any unsecured borrowings save those in the ordinary course of business (including any credit cards) ;
- (vii) contracts at a cost to the Club of £50,000 or over per annum or in total, including Club management staff but excluding players' contracts;
- (viii) approval of all dividends, dividend policy and decisions on withholding dividends (deciding not to pay a previously approved dividend payment);
- (ix) approval of the recommendations for the appointment or removal of Club Board members (Directors);
- (x) responsibilities / Job Description of any member of the Club Board including any Officers , Associate Directors and Legal Counsel , Club Chairman, and any Chief Executive, or Chief Operating Officer (or equivalents);

- (xi) approval of terms of reference of Club Board sub-committees to whom the Club Board delegates decision making authority;
- (xii) changes to the Club's or any associated company's Articles of Association, or the Club's Governance Manual;
- (xiii) approval of the Club's and any subsidiary or associated company's ticket pricing, budgets, Strategic Plan, or Business Plan;
- (xiv) approval of changes to the capital structure of the Club or associated company or its / their legal status;
- (xv) the incorporation of any new subsidiary or associated company;
- (xvi) extension of the Club's activities into significant new business areas and any decision to cease to operate all or any significant part of the Club's business;
- (xvii) the passing of a resolution for the winding up of the Club;
- (xviii) the appointment of a receiver, administrator or administrative receiver over the whole or any part of the assets of the Club or the making of any arrangement with the creditors of the Club for the affairs, business and property of the Club to be managed by a supervisor;
- (xix) Removal of existing Club auditors and appointment of any new Club auditors (including re-appointment)
- (xx) Approval of any application for planning permission which would result in works of a value of in excess of £150k
- (xxi) Any agreement to spend in excess of £100k plus Vat on Capital Expenditure

3 DIRECTORS AND MANAGEMENT

Appointment and Reappointment of Directors

- 3.1 The appointment or reappointment of any person who is willing to act as a Director (and is permitted by law, and by any specific regulatory body applicable, to do so) shall first be recommended by the Club Board.
- 3.2 Three months before the date set for the Club's AGM the Trust Board shall receive notification of those Directors to be presented for appointment or reappointment at that meeting. Those Directors shall at least six weeks prior to the date of the meeting provide to the Trust Board a resume of their activities and achievements during their term of office or, if the Director is being presented for appointment, their CV. This submission shall be confirmed as true and fair by the Chair of the Club Board in office at that date.

- 3.3 The named Directors shall, if required to do so, attend in person a Trust Board meeting in advance of the Annual General Meeting.

Trust nominated Directors

- 3.4 The Trust shall be entitled to appoint at least half of the Directors of the Club Board, and can remove and reappoint any Director so appointed at any time.
- 3.5 A Director shall be appointed for a maximum period of three years. They shall be entitled to immediately be reappointed should the Trust Board so resolve.
- 3.6 The appointment or reappointment of the Trust nominated Director will be confirmed annually at the first meeting of the Trust Board following the Trust AGM. To facilitate continuity of membership on the Club Board the Trust nominated Director will not ordinarily be changed from year to year within their three-year term unless the nominated Director's term of office on the Trust Board comes to an end or, having been eligible to do so, he fails to be re-elected to the Trust Board at the Trust AGM.

Associate Directors and legal counsel

- 3.7 The Club Board may appoint two non-voting Associate Directors and a non voting legal counsel who shall be appointed for a fixed term (subject to review if appropriate) of no more than one year. For clarity the number of Associate Directors shall not exceed two at any one time and neither they nor any legal counsel shall count towards the calculation of whether or not the Board is quorate

Attendees

- 3.8 The Club Board may invite whoever it shall deem fit to enable it best to proceed with its business to attend the part/s of any Board Meeting appropriate to the skills/knowledge of that individual.

Quorum for Board Meetings

- 3.9 The quorum for Board meetings shall be four, at least half of whom must be Directors nominated by the Trust. Any Associate Directors, legal counsel or other officers of the Board do not count towards quorum

4. CORPORATE GOVERNANCE MANUAL

- 4.1 The Club shall prepare, maintain and adhere to a Corporate Governance Manual ("the Governance Manual") the contents of which shall be approved in writing in advance by the Trust.

4.2 The operation of the Governance Manual and the Club's performance against it shall be reviewed annually by the Trust Board.

4.3 The Club shall not amend or set aside any part of the Governance Manual without the prior approval of the Trust.

5. COMMUNICATION BETWEEN THE CLUB AND TRUST

5.1 It is the responsibility of both the Club Board and the Trust Board to ensure that there is effective communication at all times between them.

5.2 The two Boards shall meet at least twice a year to review the operation of communication between the two parties.

6. TERMINATION

a) This agreement terminates immediately upon the occurrence of any of the following events: the agreement of both parties; or

b) the passing of a resolution for the winding up of the Club; or

c) the appointment of a receiver, administrator or administrative receiver over the whole or any part of the assets of the Club or the making of any arrangement with the creditors of the Club for the affairs, business and property of the Club to be managed by a supervisor.

6.2 Termination of this agreement shall be without prejudice to the rights or obligations of either party accrued prior to such termination, or under any provision which is expressly stated not to be affected by such termination including in respect of any prior breach of this agreement.

6.3 Following the passing of a resolution for the winding-up of the Club, the Trust shall endeavour to agree a suitable basis for dealing with the interests and assets of the Club and shall endeavour to ensure that:

a) all existing contracts of the Club are performed so far as resources permit;

b) no new contractual obligations are entered into by the Club; and

c) the Club is wound up as soon as practicable.

7. STATUS OF THIS AGREEMENT AND THE PARTIES' OBLIGATIONS

The Trust shall exercise all voting rights and other powers of control lawfully available to it as a shareholder of the Club so as to procure that, at all times during the term of this agreement, the provisions of this agreement are duly and promptly observed and given full force and effect according to its spirit and intention.

If any provisions of the Articles of Association of the Club at any time conflict with any provisions of this agreement, this agreement shall prevail as between the parties to it and the Trust shall, whenever necessary, exercise all voting and other rights and powers lawfully available to it as a shareholder of the Club so as to procure the amendment, waiver or suspension of the relevant provision of the Articles of Association to the extent necessary to permit the Club and its affairs to be administered so long as any such departure is permitted by law.

8. CONFIDENTIALITY

Each party to this agreement undertakes that it shall not at any time after the date of this agreement (or, if later, the date it became a party to it) use, divulge or communicate to any person (except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority) any confidential information concerning the terms of this agreement, the business or affairs of either the Club or the Trust which may have (or may in future) come to its knowledge, and each of the parties shall use reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

9. NOTICES

Any notice given under this agreement shall be in writing and shall be delivered by hand, or sent by recorded delivery post to the address of the party as set out in this Agreement, or to such other address notified to the other parties. A notice delivered by hand is deemed to have been received when delivered (or if delivery is not in business hours, 9.00 am on the first Business Day following delivery). A correctly addressed notice sent by recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

10. SEVERANCE

If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

11 .VARIATION AND WAIVER

Any variation of this agreement shall be in writing and signed by or on behalf of all the parties for the time being.

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Unless specifically provided otherwise, rights and remedies arising under this agreement are cumulative and do not exclude rights and remedies provided by law.

12. ASSIGNMENT

No person may assign, or grant any encumbrance over, or deal in any way with, any of his rights under this agreement or any document referred to in it, or purport to do any of the same, without, in each case, the prior written consent of all the parties for the time being.

Each party that has rights under this agreement warrants that is acting on its own behalf.

13. ENTIRE AGREEMENT

This agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

Each party acknowledges that, in entering into this agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty of any person or entity other than as expressly set out in this agreement or those documents.

14. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

15. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of that agreement, but all

the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

16. GOVERNING LAW AND JURISDICTION

This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non contractual disputes or claims).

17. EFFECT

This agreement has been entered into on the date stated at the beginning of it and takes effect immediately.

Signed by _____

FOR AND ON BEHALF OF EXETER CITY A.F.C. LIMITED

And by _____

FOR AND ON BEHALF OF EXETER CITY AFC SUPPORTERS SOCIETY LIMITED

Ownership & Membership Group

Proposal: Consultation – How best to progress ECWFC

The purpose of the proposed Consultation is to establish how best to support and progress Exeter City Women's Football Club (ECWFC) for the benefit of the team, Club they represent and to grow supporter engagement. This proposal is made in response to feedback received from supporters/supporter groups and follows some Club Board discussion.

As the name would suggest, supporters believe ECWFC is run by the Club and this has led to criticism being levelled toward it. The main areas of concern relate to the location of ECWFCs home pitch, opportunities to play at SJP, growth, equality and confusion as to where responsibility for the team lies.

The TB and CB support ECWFC financially, the Trust through sponsorship, most recently sponsoring the team, awards ceremony table and the Woman's match at SJP last season, and the Club supports ECWFC via a £5K cash contribution which was instigated last season. The Team bares the Exeter City name although neither the CB or TB have any input or oversight into the running of the team. There is confusion with regard to the support that the Club offers/can offer to the womens team as responsibility lies with CCT.

Our Commercial team report that "The Womens team is gaining more attention and is subject to some intense work from Commercial. Front of Shirt sponsor Agreement has been signed, with another major sponsor Agreement in the pipeline."

Growth in the Woman's game is at its height following a successful World Cup competition and with ECWFC having just been promoted to the National League it provides an ideal opportunity to evaluate how best the team can be progressed. The proposed consultation period would run alongside the current season with any changes taking place in the 20/21 off season.

The proposal is for a 2-month consultation period to begin following the October CB meeting. This would give all interested parties an opportunity to understand the current arrangements, express their views and establish how best to progress the Womens team. The findings would then be reviewed by the TB, CB and CCT in February, followed by an implementation period to be completed by the start of the 2020/21 season.

The consultation should consider:

- Where responsibility for the team should lie.
- Pitches.
- Financial Structure.
- Organisation.
- The promotion of the ECWFC team.
- How best the Club can support the team.
- Any other matters suggested by the below contributors.

It should include input from:

- The Club (Justin Quick)
- The Trust (Nick Hawker and/or a Nominee)
- The Football Management (ECFC)
- CCT (Jamie Vittles)
- ECWFC Management (Clive Watts & Abbie Britton)

- ECWFC Committee (Julian Tagg?)
- CCT & ECFC Finance
- Club Media Team
- Director of Supporter Engagement (Supporter/Supporter Group opinions)
- Director of Community Engagement (Community input)
- Any other person/s who the above suggest would be appropriate

Proposed timescale:

September TB - Proposal: Seek TB support for the proposal

October CB - Proposal put to CB

October - December - Consultation period to gather all views on responsibility, pitches, finance, management and promotion of ECWFC.

January – Any actions collated.

February - Findings put to the TB, CB & CCT as required, any actions approved.

March - May - Implementation of any actions ready for the 2020 close season.

Communications & Engagement Group

MEETING: Thursday 15th August 2019 – 6:30pm

Location: The Museum Room @ SJP

DRAFT MINUTES

In attendance: Pete Martin (PM), Clive Harrison (CH), Alice Cooke (AC).

Guest: Ed Gallois

1. Apologies:

- Julen Beer (JB)

2. Minute taker

- Clive Harrison

3. Minutes of the meeting of 23rd May 2019

- Approved

4. Matters arising

- AC confirmed Trust Election information has been published in the Programme, Trust Website, Trust Social Media, Trust Newsletter and mentioned on the Club Website.
- Confirmed, October 12th deadline for election nominations.

5. Programme matters, etc

- Director of the Day survey discontinued.
- Seek Corporate members input for programme page.

6. Website

- Website continues to be updated and improvements have been made by Will Barret.
- The “Getting to know you” feature to concentrate on Trust Groups. Junior Grecians to be the first group.
- Will Barrett in discussions with Jon Beer about a possible “Trustcast” podcast.

7. Newsletter

- All going well, looking to continue with its improvement.

8. New membership application forms

- Awaiting JB update.

9. Facebook and Twitter

- Activity continuing.
- Forum Live streamed on Facebook, recorded 50+ live views and 247 total views to date.
- AC to investigate using Instagram.

10. AGM

- AGM confirmed – Saturday November 16th at the Phoenix.

11. STARS Group Discussion

- Ideas sought for achieving group fundraising target.

12. Any other issues and A.O.B.

- None

13. Date of Next Meeting

- Agreed: 6:30, Thursday 17th October 2019