

# Agenda for Board Meeting 9th September 2023 at UWS Paisley Campus

## 12pm Meeting start

### **Stuart McCabe**

*vote to bring on the eat up board.*

*Andrew and Tommy voted Stuart on to the board.*

**[1210pm Ricky Singh]** - who we have a partnership with for Linwood. (The landlord has not let Eat Up use the warehouse as first intended. Instead they have filled it with their own stock and we can't get use of it. The council have been informed via email [3X] about this as the charity cannot claim rate relief at £77.000 per year if it is not using the building [it needs the fire exits cleared and fire extinguishers] our name is on the building, if anything happens we will get the blame.

*Massive issues with this landlord, the board spoke to the landlord twice at the meeting for a telephone, only to be*

told he was busy. The board raised the fact the landlord has items still in the warehouse and the fire escapes are blocked. The landlord laughed. The board will send a letter to the landlord to make action happen. Also, storing the goods the landlord has in the warehouse are recognised as being used by two companies that have nothing to do with the contract, however the landlord has stakes in one of the companies and a family relation is the other. The board will write to the landlord about this. Andrew, Tommy and Stuart agree.

**[1225pm Paul Mc Crory]**

Also asked Paul if he would be interested in putting a container at Linwood and using a bit of it for an office for his maintenance things. It would be part of the step up program. This could be subletting, we need to check the lease. The board agrees this will take place and will inform Paul.

Linwood Unit

E

**EAT UP: Legal Team**

To: info@1stopmaintenanceervices.co.uk

Cc: EAT UP: Board of Directors

Dear Paul,

Eat Up would like to begin the process of letting you use a small office area in Linwood's warehouse.

Also, the ability to place a metal container on the land.

A contract will be drawn up with a cooling off period into the next week.

The premises is under a two-year contract in which ten months have expired already.

The charity effectively would be supporting your community activities that include a social enterprise model in due course.

Can you please send who the contract is for, and the community benefit your activity will produce in Renfrewshire?

We require details of the business/ social enterprise so that the contracts in the right name.

The Landlord the charity rent the unit from has been informed and for your information, the charity does now have keys to the warehouse, the access is 9am till 5pm. Monday to Friday.

If you get a container. then you can access beyond those times. There's gates leading into the unit which we think do not close. This has to be checked.

If that all sorts good, then we will start the process over the next week.

Legal Team at Eat Up

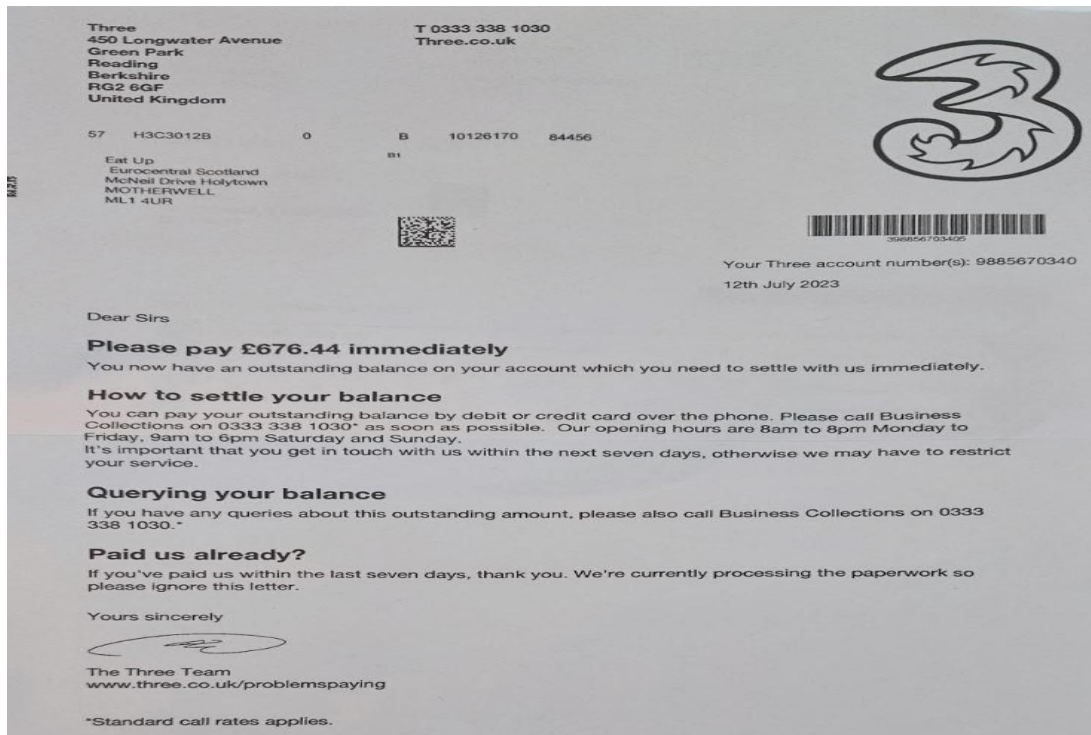
Property can be see here <https://www.novaloca.com/industrial-unit/to-let/paisley/unit-1-linwood-trade-park-burnbrae-road/219227?search=true>

Unit 1 Linwood Trade Park, Burnbrae Road, Paisley, PA3&nbsp;3BD - Novaloca.com

Industrial Unit Close to M8 and Glasgow Airport (Agency Pilot Software ref: 12040 )

[www.novaloca.com](http://www.novaloca.com)

## Three Mobile. [Listen to the call recording]



[Under charity law the unincorporated status leaves the bill debt to the trustees. In this case Andrew and Tommy. Stuart when you join it then also becomes your responsibility too. So think about that.]

The board have decided that they will fundraise on saturday 16th September 2023 to raise capital for this. And the bill is in the wrong name.

The Van 800 insurance. A battery is needed too, as the van broke down this week. And £500 is due to Mario for the van repair.

Urgent

---



**Tommy Reid**

To: Andrew Roy; EAT UP: Board of Directors

Cc: D Henry <D.Henry@mackaycorporate-brokers.com>

This is a reminder that 800 pounds is still due to the van insurance. Tomorrow when we meet, we are looking for ways for this to be paid immediately.

Please bring your thinking hats with you to the meeting.

Tommy

Sent from [Outlook for Android](#)

[Tommy Reid BA \(Hons\); MA](#)

The board agreed to sell T SHIRTS AND HOODIES for this. Asap.

The Cellar Bar has 29 gas bill at the pub due 11th September 2023

Paid

Dear Eat Up SC,

**United Gas & Power Ltd** is charging you £29.40

To confirm, the amount above is "29 Pounds and 40 Pence".

We will debit your bank account \*\*\*\*\*12 (THE ROYAL BANK OF SCOTLAND PLC) by Direct Debit on or shortly after **September 11, 2023**.

This payment will appear on your bank statement as **United Gas & Power, ref: 6T262K6**.

We will notify you via email at least 3 working days in advance of any changes to your payment date or amount.

This notification was sent on September 6, 2023.

This notification was sent to [contracts@blueprintimagine.com](mailto:contracts@blueprintimagine.com).



**Other UGP From old board. Selkirk  
The 4000 bill UGP will need to be contested via  
ombudsman and courts**

The board awaits the action. The latest is the company is still at the stage of thinking about it.

Emailing AMD0012912 United Gas & Power Ltd

1 1 1 1

Reply

Reply all

Forward

! This message was sent with High importance.

DM

Dobson, Amy Marie <adobson@lcf.co.uk>

To: EAT UP: General Enquiries; EAT UP: Board of Directors

😊 ↶ ↷ ↲ 🗃️ ⋮

Thu 27/07/2023 08:16

📎 AMD0012912202307270913...  
224 KB

**\*\*CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.\*\*

Dear Sirs,

We act on behalf of United Gas & Power Ltd and attach a letter before claim. The original letter will be sent to you by first class post.

In the absence of payment of £4,252.45 by no later than 4.00pm on 03/08/2023 we are instructed to commence legal action against you for the recovery of all sums due including accrued interest, late payment charges and costs.

Kind regards

**PRIVATE & CONFIDENTIAL**

Eat Up  
Riverside Road  
Selkirk  
Selkirkshire  
TD7 5DU

Our Ref: AM/UNI0003/D0012912  
Your Ref: 78021

By first class post & email: [info@eatupcharity.online](mailto:info@eatupcharity.online);  
[boardofdirectors@eatupcharity.online](mailto:boardofdirectors@eatupcharity.online)

27 July 2023

Dear Sirs

**OUR CLIENT: UNITED GAS & POWER LTD**  
**DEBT TOTAL £3,878.34, INTEREST £304.11, LATE PAYMENT CHARGE £70.00**  
**TOTAL AMOUNT OUTSTANDING: £4,252.45**

We act for United Gas & Power Ltd and this is a letter before claim.

You are indebted to United Gas & Power Ltd in respect of an outstanding balance due to them. United Gas & Power Ltd have previously provided details of the outstanding account to you. Despite this you have failed to satisfy your indebtedness.

United Gas & Power Ltd is entitled and is claiming in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 interest at 8% per annum above the appropriate Bank of England base rate. Interest on the sum due is calculated at £304.11. Interest continues to accrue at the daily rate of £1.09. In addition to this you are liable to pay a compensation charge to United Gas & Power Ltd set by this legislation in respect of the late payment of these invoices of £70.00. Both these sums are added to the debt.

So you may arrange a bank transfer to pay the debt, please find our Client account bank details below:

**Lloyds Bank, Hustlergate, Bradford**  
**Sort Code: 30-63-55**  
**Account Number: 84743360**

You may wish to telephone the writer, whose name and contact details are set out at the end of this letter, to discuss repayment of this account and the options available to you.



Unless by **4pm** on 03/08/2023 you pay us the amount due to United Gas & Power Ltd of £4,252.45, which includes the accrued interest applied to the account and the Late Payment Compensation Charge, we intend to start proceedings against you for payment of this debt. If it is necessary to take such action then we will add further interest and costs to the claim. Furthermore, any County Court Judgment registered against you may affect your ability to obtain credit in the future.

If you believe that you have genuine grounds for contesting the claim, then you must provide a full written reply to this letter on or before the deadline referred to above.

We look forward to hearing from you.

Yours faithfully

**LCF LAW**

*LCF Law*

Direct Dial No: 0113 4873936

Email address: [adobson@lcf.co.uk](mailto:adobson@lcf.co.uk)

[The bill is inaccurate, that's what the last board said. The meter was to be tested and they couldn't get that done. The warehouse contract was till March 2022 “needs to be clarified” and yet the UGP are charging beyond that. This is part of the issue. Also during Covid when the place was empty, they said we were using electricity. We were only in the building three times over Covid.] [The board is now aware fully.](#)

## **Raise capital**

**Grants** , which I can't get done if I'm running about dealing with the silly stuff. It's a waste of my skill set to be dealing with the small stuff. And the charity is losing loads of benefits.

**Tins.** They need out and in a database - There's 58 Tins left to go out. Who can do it? Possibly Stuart you manage Renfrew.

[Stuart said yes to this](#)

**A fundraiser.** I.e. sell hoodie, carboot, a concert, pop up eurocentral shop. Tommy can't get to do that if running around with the smaller stuff. Tommy had to leave Eurocentral to fix the cellar bar.

More...

## **Trustees**

Andrew is off till the 1st October 2023. This works out around five weeks. To help settle into a new job. It has been recommended that Andrew take up training to help

with his trustee position and enable the best experience on the board. Training offered so far and not taken up has been UWS six weeks course at Paisley, First Aid, and seven modules from eat ups elearning, including GDPR and health and safety.

The SCVO site that has trustee information to help with the role has been pointed out and as far as we know some has been read of it according to Andrew.

[Note; We are now at a stage where we need all the board to know stuff, be versed on issues and have a strategy to deal with bills. The systems indicate that Andrew has not opened some vital emails to do with bills and training.] [This was not discussed and the board is functioning well enough.](#)

## **Tommy**

Putting aside Andrews off for a month. Tommy Reid has most of the trustee jobs to do. It would be good for each trustee to take a share of the tasks and responsibilities. Tommy is primarily tasked with getting buildings, grants, the HR system, bringing in resources, connecting directors and others to eat up for partnerships and working relationships with others groups or businesses.

Whats actually happening is Tommy is doing all the admin and trying to keep the charity together. It's not possible to keep this going like this.

Trustee code is...

Tommy is off tuesday 12th September till 19th  
September 2023

## Trustees' Code of Conduct for Eat Up

1. Members of the Eat Up board of trustees are responsible for good governance in the organisation, and as such have a duty to accept the responsibilities of their position and to act at all times in the best interests of Eat Up and its beneficiaries, ahead of any other professional or personal interest. The general principle to be observed is that the trustees will avoid action or inaction which cannot be justified to the board, Eat Up members, or the public. Equally, the trustees should be alert to anything which might give rise to suspicion of improper conduct or bring the organisation into disrepute.
2. On appointment and during business meetings, trustees are required to declare any and all relevant interests and be alert to any potential conflicts. Eat Up's policy on registering interests and managing potential conflict is available here. [insert link]
3. In order to fulfil their duties, trustees should uphold certain values and principles. These include:
  - Acting at all times in the best interests of the organisation and its beneficiaries, ahead of any professional or personal interest
  - Acting in accordance with the organisation's governing document and any relevant legislation
  - Acting collectively at meetings, with honesty and integrity, respecting confidentiality and diversity of opinion
  - Enhancing the organisation's reputation, taking an active interest in its work
  - Upholding the values and principles of the organisation
  - Maintaining good relationships with other trustees and with staff, volunteers, members and other people in the organisation
  - Actively contributing to the work of the board by regularly attending meetings and preparing and participating in discussion and decision-making.
4. Trustees are expected to attend board meetings, and that this is understood to mean at least 75% of all meetings in any given year.
5. In accordance with Eat Up's constitution, any trustee who is absent (without good reason, in the opinion of the board of trustees) from more than three consecutive meetings, or does not attend at least 75% of all meetings, can be removed from office, if the board of trustees resolves to do so.
6. In accordance with Eat Up's constitution, a trustee may be removed from office where they have committed a material breach of this Code of Conduct, or where they have failed to comply with the Conflicts of Interest Policy. The constitution states that if removal is proposed, the trustee must be given reasonable notice, in writing, of the grounds for removal. They will be given an opportunity to address

those concerns at the board meeting considering the proposal. Trustees will vote on the decision and a vote of two thirds of trustees is required if the removal is to take effect.

#### Document version control

Version number	Change or update	Author or owner	Date
1.0	First version	Eat Up	27/01/2023

**Mark Williams** 1230pm on the telephone or teams. To speak about the removal partnership. There has been only one £50 donation and a small help moving items. Mark and his team are using Linwood dump and are happy to donate to the charity. They are saving waste materials in Renfrewshire. They are charging people for the service in partnership with the charity. The charity has money sitting in Marks bank but he's not paid out. He says he might need a new clutch. The charity has several small bills to pay and needs money. Mark and his team are trying to do jobs for us and subtract that from the money they have for the charity. So what the board needs to do is question Mark on what's happened and make a decision on if the money should be paid asap or if we dissolve the partnership as the charity sees no benefit. Or not take

any money. The result agreed by all was 150 per month and occasional removal services.

## **PARTNERSHIP AGREEMENT**

**THIS PARTNERSHIP AGREEMENT** (the "Agreement")

**BETWEEN:**

Eat Up of 10, McNeil Drive, Eurocentral Scotland, Holytown, ML1 4UR, and  
MJW Removals of 56-50 Greenock Road Paisley PA3 2LD  
(individually the "Partner" and collectively the "Partners").

**BACKGROUND:**

- A. The Partners wish to associate themselves as partners in business.
- B. This Agreement sets out the terms and conditions that govern the Partners within the Partnership.

**IN CONSIDERATION OF** and as a condition of the Partners entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

**Formation**

- 1. By this Agreement the Partners enter into a general partnership (the "Partnership") in accordance with the laws of Scotland. The rights and obligations of the Partners will be as provided under the common law and as stated in the Partnership Act 1890 and any other applicable legislation (the "Act") except as otherwise provided in this Agreement.

**Name**

- 2. The firm name of the Partnership will be: MJW Removals and Eat Up SC048548.

**Purpose**

- 3. The purpose of the Partnership will be: Removals and Waste control.

**Term**

- 4. The Partnership will begin on 15 March 2023 and will continue until terminated as provided in this Agreement.

**Place of Business**

- 5. The principal office of the business of the Partnership will be located at Eat Up 10 McNeil Dr, Motherwell ML1 4UR, UK or such other place as the Partners may from time to time designate.



**Initial Capital Contributions**

6. Each of the Partners has contributed or will contribute to the capital of the Partnership, in cash or property or in non-monetary contributions in agreed upon value, as follows (the "Initial Capital Contribution"):

<b>Partner</b>	<b>Contribution Description</b>	<b>Agreed Value</b>
Eat Up	<ul style="list-style-type: none"> <li>• Time and effort: Furnishings and Ambient Food.</li> <li>• Equipment: Van use with driver.</li> </ul>	7.
8. MJW Removals	<ul style="list-style-type: none"> <li>• Time and effort: Taking waste to the dump when required.</li> <li>• Help with removals if required.</li> </ul>	•

9. All actions and decisions with respect to binding the Partnership in contract requires the unanimous consent of the Partners.

**Meetings**

10. Regular meetings of the Partners will be held quarterly.
11. Any Partner can call a special meeting to resolve issues that require a vote, as indicated by this Agreement, by providing all Partners with reasonable notice. In the case of a special vote, the meeting will be restricted to the specific purpose for which the meeting was held.
12. All meetings will be held at a time and in a location that is reasonable, convenient and practical considering the situation of all Partners.

**Admitting a New Partner**

13. No new Partners may be admitted into the Partnership.

**Voluntary Withdrawal of a Partner**

14. Any Partner will have the right to voluntarily withdraw from the Partnership at any time. Written notice of intention to withdraw must be served upon the remaining Partners at least three (1) month prior to the withdrawal date.

15. The voluntary withdrawal of a Partner will result in the dissolution of the Partnership.

16. A Dissociated Partner will only exercise the right to withdraw in good faith and will act to minimise any present or future harm done to the remaining Partners as a result of the withdrawal.

**Goodwill**

17. The goodwill of the Partnership business will be assessed at an amount to be determined by appraisal using generally accepted accounting principles.

**Mediation**

18. If any dispute relating to this Agreement between Partners, or between one or more Partners and the Partnership, is not resolved through formal discussion within 14 days from the date a dispute arises, the Partners agree to submit the issue first before a mediator. The decision of the mediator will be non-binding on the Partners. Any mediator must be a neutral party to all Partners. The cost of any mediation will be shared equally by the Partners.

**Liability**

19. A Partner will not be liable to the Partnership, or to any other Partner, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement or the Partnership.

**Liability Insurance**

20. The Partnership may acquire insurance on behalf of any Partner, employee, agent or other person engaged in the business interest of the Partnership against any liability asserted against them or incurred by them while acting in good faith on behalf of the Partnership.

**Amendments**

21. This Agreement may not be amended in whole or in part without the unanimous written consent of all Partners.

**Governing Law and Jurisdiction**

22. This Agreement will be construed in accordance with and exclusively governed by the laws of Scotland.

**Additional Clause**

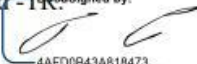

23. The review period is at the end of the first six months.

Bolt On Clauses can be added with approval of all parties.

**Miscellaneous**

24. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

**IN WITNESS WHEREOF** the Partners have duly affixed their signatures under hand and seal on this.

EU Tommy Reid - TR  
6/11/2023 (CEO)   
4AFD0B43A818473...  
MJW Removals - MJW  
11/06/2023 (CEO)   
517A96683124421...

**Scotcoin Jonathan 1250pm**

We need to pass the minutes of the Monday Meeting



Attending:

Temple Melville, Jonathan Richards > Scotcoin

Tommy Reed, Stuart McCabe > Eat Up

04/09/23

Via: Zoom:

Discussing: arrangements for Eat Up and Scotcoin

### 1. Scotcoin for Volunteers:

Scotcoin for volunteers was now part of the Eat Up ecosystem.

The level of payment was discussed and could be at a rate of 10 SCOT per hour.  
(TBC)

Eat Up to check if the word 'wallet' has been featured on their private pages.

Opt in for those wishing to be involved.

### 2. Eat Up clients

It was suggested that a workshop be set up to explain how Scotcoin works and sign up process. Coffee/ biscuits vibe.

Staff to be briefed as well

Sign ups would then be ready to spend their Scotocin in store at next visit and credited with 100 SCOT.

Clients could sign up for an address and be able to purchase in store there and then or at a later date.

### 3. Shops/hubs

Eurocentral: set up and ready to go for pop up/ car boot.

Note: some visuals had been created for Eat Up

Pub: likely to be October opening.

Note: Banner with Yowzersigns for print.

4. Meeting frequency Eat Up and Scotocin

Every 3 weeks. Next 25/09/23.

TBC. TR or other member of EatUp would attend; TM/ JR for Scotcoin.

Minutes to the Scotcoin meeting approved.

**There are other topics to be discussed and the suggestion is another meeting in a week's time.**