



Bexhill Against Landfill and Incineration

**Please help to fill the BALI 'War Chest' by donating to the
BALI 100 Fighting Fund**

We are fighting on behalf of **all of you**. Local Assessors have estimated losses in the region of 15% on the value of properties in this area if a landfill becomes a reality at Ibstock brickworks in Turkey Road. That would mean a £37,500 depreciation on a property valued at £250,000, as well as noise, pollution, congestion and other problems.

Here are 3 ways you can invest in the BALI 100 Fighting Fund:

1. A cheque for £100, or
2. 4 x cheques of £25 paid each quarter over one year, or
3. Standing Order of £10 for 10 months

All investments, including interest, will be returned in full if not required, in accordance with the terms and conditions overleaf.

Please make cheques payable to **BALI 100 Fighting Fund (followed by your name in brackets)**. If you would like to make payments by instalment this can be arranged – please contact the Hon. Treasurer.

Name : _____

Address : _____

Signed : _____

Date : _____

Please send your forms and donations to:

**Mrs P Rosner, Honorary Treasurer BALI,
16, Hillborough Close, Bexhill-on-Sea,
East Sussex TN39 3TW
Tel: 01424 845688**

BALI DONATIONS – TERMS AND CONDITIONS

The following conditions apply to all donations made to th BALI 100 Fund. For the purpose of this document the following terms shall have the following meaning attributed to them as indicated:

| | |
|-------------------|--|
| BALI | The voluntary organisation known as Bexhill Against Landfill and Incineration |
| Trustees | The trustees from time to time |
| Fund | The fund established by BALI to pay professional and other fees directly incurred in objecting to any Application or Appeal and known as "the BALI 100 Fighting Fund" |
| Donor | The individual donating funds to BALI |
| Commencement Date | 15 th September 2006 |
| Application | An application to the competent authority for permission to develop the brick-works site at Turkey Road Bexhill-on-Sea East Sussex as a landfill site, incinerator or other form of waste processing plant |
| Appeal | An appeal against a decision of the competent local authority arising out of an Application |

1. The Trustees undertake with any Donor making a donation to BALI that:
 - 1.1 The sum donated will be added to the Fund and will not be used for any purpose other than objecting to an Application or Appeal
 - 1.2 The sum donated will be held in a designated account with the Yorkshire Building Society or such other recognised financial institution as the Trustees may from time to time decide
 - 1.3 The Fund shall be held in an account for which the bank mandate shall not require less than two signatures for all withdrawals from such account, such signatories to be at all times Trustees
 - 1.4 All passbooks and printed statements of account relating to the account in which the Fund is deposited shall be available for inspection by Donors at the home address of the treasurer or any other designated officer of BALI not less than once in every calendar month
 - 1.5 The Trustees will only pay money out of the Fund against written approved invoices supplied by the professional or others undertaking work for BALI and statements of account showing hoe such monies have been disbursed will be produced not less than once in every period of twelve months beginning with the Commencement Date
 - 1.6 If on the Fifth Anniversary of the Commencement Date any Application or Appeal is still "live" then the Trustees shall retain all monies then held in the Fund account until such time as the outcome of the Application or Appeal is known and, in the case of an Application, for a further period of six months to determine if an Appeal is to be made arising out of that Application. If an Appeal follows an Application made prior to the fifth anniversary of the Commencement Date, then the Trustees shall continue to hold all monies in the Fund account until the outcome of the Appeal is known.
 - 1.7 If there is no Application or Appeal "live" at the fifth anniversary of the Commencement Date then the trustees shall immediately wind up the Fund and will use all reasonable endeavours to return to Donors such part of the accumulated balance in the Fund as the Trustees think appropriate having regard to:
 - the amount contributed by the Donor
 - any interest earned on the Fund whilst held by the Trustees
 - any sums paid out in accordance with these terms and conditions and the Trustees agree to act in good faith in making such payments
2. Donors agree that:
 - 2.1 All donations are to be recorded as made by a single named individual and the Trustees shall not be concerned to establish the beneficial ownership of any monies donated
 - 2.2 Donors shall advise the trustees in writing of any change of address of the Donor
 - 2.3 If the Trustees are unable to trace a Donor within six months of the date on which the Fund is wound up the Trustees shall have no further obligation to attempt to return monies to the Donor but shall be entitled to apply such retained funds as they think fit including returning it to other Donors as though it were interest or applying it to other funds maintained by BALI other than the Fund