

CHORLEYWOOD PARISH COUNCIL

CRICKET CLUB ADVISORY COMMITTEE – 2nd NOVEMBER 2015

MEMBERSHIP & ATTENDANCE

Chairman: * Cllr Barbara Green

Members: *Cllr Tony Edwards
*Cllr Rodney Kipps
Cllr Jill Leeming
* Cllr Alison Preedy
* Cllr Jane White

*Yvonne Merritt Clerk to the Council
* Denys Downing Cricket Club
* Owen Edis Cricket Club

*Denotes members present

15/01 APOLOGIES FOR ABSENCE

Apologies for absence were received from Cllr Leeming

15/02 PRE MEETING

Councillors discussed the current lease agreement and what they wanted from the new lease, which expires in 2021. It was noted that Local Government could only offer a 99 year lease, but could add a caveat to add an additional 25 years upon request. There was also discussion about subletting and possible conditions relating to this.

15/03 MEETING WITH REPRESENTATIVES FROM THE CRICKET CLUB

The Chairman welcomed the representatives from the Cricket Club. She said that she had not prepared an agenda but the aim of this meeting was to look at all the variables and possibilities associated with a new lease agreement and also to get an update from the Cricket Club as to where they were with regard to the new pavilion.

The Cricket Club (CC) advised that they were no further forward with regard to putting in a planning application. They have carried out some consultation at Village Day in July. The problem was that they had received three quotes for a modular building and the difference between the top and bottom contractor was nearly 200K. Each firm had come up with the same footprint but each had very different specifications. The CC was now analysing the quotations, looking at essentials and desirables.

The VAT issues were discussed - a recent ruling regarding the erection of a rugby pavilion in Scotland was cited. (A Copy of the ruling is now on file). The CC felt that if they could put together a project on the same principals they felt confident that VAT could be saved, therefore making the funding figure considerably cheaper. One of the conditions of Vat exemption would be that the new pavilion was considered a community facility, and therefore sub-letting would be required as part of the lease.

Cllr Green(BG) asked the CC if they had considered putting in for outline planning permission, as the basic footprint had been agreed. If this was granted the CC would be in a stronger position to start fund-raising for the building and also could progress with the consultation process for the S38 Application to DEFRA.

The Clerk informed the CC that during the winter the oak tree adjacent to the pavilion would be removed as it was dying. Unfortunately it was not a candidate for a tree sculpture as honey fungus was present in the tree.

The Committee discussed the parameters and the legal limitations the Council had with regard to leasing of public buildings. The Council were limited to offering a 99 year lease and must get consideration of their assets. Therefore it would not be possible to allow the CC to lease the pavilion on a commercial basis. The CC confirmed they did not wish to go down this route and were thinking along the lines of local bridge classes – and charging for hire just to cover costs.

JW advised that any sub-letting would need to be agreed by the Council. She stated that the Council would need to ensure that current users were not impeded from carrying out previously agreed activities (EG the School)

Cllr Edwards (TE) spoke about the use of the parking area, as additional use by the CC may add on additional costs to the Council for maintenance and therefore this aspect would also need to be considered.

The possibility of using the pavilion as a base for guided walks and educational talks as part of the Council's education programme were also discussed.

Members of the CC were informed of the requirement for Local Authorities to attain best consideration for their assets. The options available to the Council were to charge a market rent, or as an alternative the Council could consider the grounds maintenance carried out by the CC sufficient compensation in lieu of rent but would need to charge a small percentage for any sub-letting .

The Clerk advised that when considering the lease it should be remembered that this document would be in place for a long time, and whilst there was no doubt that with the current regime everything would be honourable, the Council had to protect its assets for the future and therefore the lease agreement would have to consider worst case scenarios.

The CC stated that they were hoping that the Council would agree to a peppercorn rent. BG confirmed that this would be a Full Council decision however it was not outside the realms of possibility. However it was possible due to the length of the lease that the Council may wish to have a rent review built into the lease.

The conditions the Council were likely to impose were summarised as follows:-

- That the council would lease the ground only and that the CC would have full responsibility for the building
- The Lease would run for 99 years with the possibility of a 25 year extension on request.
- The ground would be leased at a peppercorn rent.
- The building would need to be kept to a good standard of repair
- The building will also need to be kept secure
- The building must be kept in continuous occupation, ie not allowed to become derelict.
- The grounds/field would also need to be maintained to an acceptable standard
- The CC would be liable for legal costs associated with drawing up the new lease
- A Rent Review would be carried out at 10 year intervals
- Sub-letting (of the pavilion only) would be allowed but prior permissions would need to be sought from the Parish Council, and a small charge (5 -10%) of all profits from sub-lettings would be levied, payable annually in arrears.
- All licences for sale of alcohol, etc must be in place
- All relevant insurances must be in place

It was made clear that all these conditions were subject to Full Council approval.

The CC advised that as part of their scheme they wished to harvest rainwater and wanted to locate a reservoir within the curtilage of the land. The Clerk advised that she would prefer the tank to be located at the front of the building rather than disturbing land to the rear. The CC agreed that this location would be preferable for the groundsman to access.

The CC also advised that they were to have a meeting with ECB who would need to approve the design and ensure that the building fitted current requirements.

Location of the electricity supply was discussed.

BG closed the meeting stating that she hoped the CC had found the meeting useful and whilst the Council had to ensure safeguards were in place it was not putting any undue barriers up to stop the CC achieving their aims.

15/04 CLOSURE

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The meeting commenced at 2.15pm and closed 3.20 pm

A further meeting was suggested for February 2016

These minutes have been checked and signed by the Chairman

Signed Date

These minutes were agreed as a true and correct record at the Advisory Committee meeting and signed by the Chairman.

Signed..... Date.....