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# **PEACEHAVEN TOWN COUNCIL**

TOWN COUNCIL OFFICE  
MERIDIAN CENTRE  
MERIDIAN WAY  
PEACEHAVEN

## **Minutes of the meeting of the Leisure, Amenities & Environment Committee held in Community House, Meridian Centre at 7.30pm on Tuesday 10<sup>th</sup> September 2019**

**Present:** Cllr S Griffiths (Chair of Committee), Cllr C Cheta, Cllr J Harris, Cllr A Milliner, Cllr L Mills, Cllr D Seabrook, Cllr G Hill, Cllr C Gallagher, Cllr I Sharkey, Cllr D Paul, Cllr L Symonds,

**In Attendance:** Kevin Bray Parks Officer, Victoria Onis Admin, Andy Beams Finance Officer

### **GENERAL BUSINESS**

#### **1 LA 340 CHAIR ANNOUNCEMENTS**

The Chairman welcomed everyone to the meeting and read the Health and Safety announcement

A minutes silence was held in memory of our Past Councillor and Town Manager Alan Sargent, who passed away peacefully on Saturday 7<sup>th</sup> September.

The following upcoming events were noted: -

- **Grand Opening of the Community Garden** at 11am on Fri 13<sup>th</sup> September
- **Bingo evening** in aid of the Mayor's charities at 7pm on the 13<sup>th</sup> September, 8 games for £4, Main Hall Community House.
- **Cinema** the film "Yesterday" at 7.30pm on the 18<sup>th</sup> September, tickets £5, Main Hall Community House.
- **Quiz night** at 7pm 4<sup>th</sup> October, £2 per person, Main Hall Community House.
- **Curry & Entertainment night** at 6pm on the 12<sup>th</sup> October 2019; in aid of the Mayor's charity fund, tickets £8, Main Hall Community House

- **Wrestling Spectacular** at 7.30pm on the 26<sup>th</sup> October - tickets on sale now at £10, Main Hall Community House

## **2 LA 341 PUBLIC QUESTION TIME**

A resident advised that Dog fouling is on the increase again at the big park. It was resolved to involve Neighbourhood First as they did a very effective job last time monitoring this issue.

A resident asked when the trees at Centenary Park will be cut back. Cllr Griffiths confirmed that now the nesting season is over.

It was highlighted that the fences at Centenary Park have been broken for some time, this has been noted by Parks Officer who will go away and inspect the fences and come back with some costings.

## **3 LA342 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS**

Cllr Milliner substituted Cllr Simmons

## **4 LA 343 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS**

Cllr Paul informed committee that she is a friend of Mrs Phillips who runs the Cats Club (item 18)

## **5 LA 344 TO APPROVE AND SIGN THE MINUTES OF THE MEETING OF THE LEISURE AND AMENITIES COMMITTEE MEETING HELD ON 2<sup>nd</sup> July 2019**

Cllr Gallagher queried the accuracy of minutes taken on item 12 LA 326. The Parks Officer agreed to listen back to the audio of the last L&A meeting to review this.

Adoption of the minutes were proposed by Cllr Seabrook, seconded by Cllr Sharkey and agreed as a true record.

## **6 LA 345 TO DISCUSS THE NEXT FINANCIAL YEAR'S BUDGET**

The Finance Officers report was noted and discussed. The Finance Officer advised the Committee of the process for setting the 2020/21 budget and the input required from the Committee.

## **7 LA 346 TO DISCUSS THE COMMITTEE'S FINANCIAL UPDATE**

Discussed above

## **8 LA 347 TO DISCUSS REPAIRS REQUIRED TO THE BOUNDARY FENCE AT THE SPORTS PARK**

Report was noted and discussed and it was proposed to get 2 further quotes on a new fence and take the cost from the CIL fund.

(Item 8 contd)

Proposed Cllr Sharkey and Seconded by Cllr Mills,  
All in Favour

**9 LA348 TO AGREE A LICENSING SCHEME & POLICY FOR COMMERCIAL HEALTH & FITNESS ACTIVITIES IN PTC PARKS**

Report was noted and discussed. It was resolved to implement this proposal  
Proposed by Cllr Seabrook and Seconded by Cllr Hill.  
All in favour

**10 LA 349 TO DISCUSS THE DEVELOPMENT OF HOWARD PEACE PARK - PUBLIC CONSULTATION**

Cllr Seabrook requested volunteers to help with taking surveys at Howard Park and also discussed a date for a public consultation.

It was resolved that the Committee Members would email Cllr Seabrook with available dates and Volunteers names.

Proposed by Cllr Paul and Seconded by Cllr Mills.

All in favour

**11 LA 350 TO DISCUSS A RESIDENT'S REQUEST FOR A FENCE REPLACEMENT**

Report was noted and discussed. The ivy has been removed from the fence by PTC but the fence is not owned by Peacehaven Town Council.

It was proposed that PTC would not contribute to the replacement of the fence.

Proposed by Cllr Paul and Seconded by Cllr Mills

All in favour

**12 LA 351 TO DISCUSS NEW SIGNAGE FOR THE CENTENARY PARK/BIG PARK**

Report was noted and discussed.

It was proposed to create a working group to discuss the types and design of the signs and discuss future signs so we have a consistency throughout the Town to comprise of the following; Cllr Hill, Cllr Symonds, Cllr Paul and Cllr Griffiths.

Proposed by Cllr Mills and seconded by Cllr Harris

All in favour



**13 LA 352 TO DISCUSS THE CYCLE HUB'S USE OF THE MULTI-GAMES COURTS**

It was resolved to continue to allow the cycle hub to use the multi games courts free of charge

Proposed by Cllr Gallagher and seconded by Cllr Mills

All in favour

**14 LA 353 TO NOTE THE REPORT OF THE RECENT GATEWAY CAFÉ MEETING**

Report noted.

**15 LA 354 TO NOTE A REPORT REGARDING CARAVANS SETTING UP AT THE BIG PARK & AGREE ACTIONS REQUIRED**

It was noted that the Height barrier will now be down at 3pm each day at Centenary park for a trial period, to prevent camper vans etc staying overnight in the Park.

**16 LA 355 TO REVIEW HIRE CHARGES RECOMMEND ANNUAL INCREASES**

The Finance Officer will be submitting a report for the next Committee meeting and will look at surrounding councils charges for similar pitches.

**17 LA 356 TO DISCUSS RESIDENTS' REQUESTS FOR TREE WORKS**

The report was noted and discussed. **Cllr Griffiths suspended standing orders** for a resident to speak of his concerns with the Ash Tree. **Standing orders reinstated.**

Although it was resolved that the Committee will fund the Pollarding of the tree as a gesture of good will, the request will need to go to Policy & Finance on the 19<sup>th</sup> November, as currently there is no budget for this.

Proposed Cllr Gallagher and Seconded by Cllr Hill

All in Favour

**18 LA 357 TO REVIEW THE FOOTBALL CLUB & CATS CLUB LEASES**

Resolved to defer the review of the Leases until the next Leisure & Amenities meeting; on the 5<sup>th</sup> November, once the terms of the contracts have been decided.

Proposed by Cllr Paul and Seconded by Cllr Mills

All in favour

**19 LA 358 TO DISCUSS ISSUES RELATING TO OVERNIGHT PARKING AT CENTENARY PARK / BIG PARK & AGREE ACTIONS REQUIRED**

Discussed at item 15

**20 LA 359 TO NOTE THE REPORT ON WORK UPDATES – GROUNDS TEAM**

Report noted.

The Parks Officer updated Committee, noting that the bus shelter still not completed as he is waiting on some missing parts.

**21 LA 360 CONFIRM DATE OF NEXT MEETING 5<sup>th</sup> November 2019**

There being no further business, the meeting closed at 9.25pm



MEETING DATE	TASK	ACTION	PERSON RESPONSIBLE	STATUS/COMMENTS
10/09/2019	Dog Fouling Big Park	To involve Neighbour Hood First; was agreed that they were effective in monitoring previously		
10/09/2019	Tree Pruning Big Park	to prune trees now that nesting season is over	grounds team/Kevin	
10/09/2019	Broken fences big park/residents garden	Grounds team to inspect fences and investigate costs	grounds team/Kevin	
10/09/2019	Boundary fence at sports park	proposed to get 2 further quotes on a new fence and take the cost from the CIL fund.	grounds team/Kevin	
10/09/2019	Howard park consultation	Committee members to email Cllr Seabrook with availability to help with surveys and arrange a date for open day (ideally sept-oct)	L&A committee members	
10/09/2019	new working group to discuss peacehaven signage	discuss the types and design of the signs and discuss future signs so we have a consistency throughout the Town	Cllr Hill, Cllr Symonds, Cllr Paul, Cllr Griffiths	Meeting 25 <sup>th</sup> October





**Agenda Item:****Committee:** Leisure, Amenities & Environment**Date:** 05-11-2019**Title:** PTFC & CATS Club Leases.**Report Author:** Town Clerk**Purpose of Report:** To discuss the updating of these Leases

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**Summary of recommended actions**

1. To note the contents of this Report.
2. To discuss the renewal/updating of these Leases.
3. To seek the required funding from the Finance Committee/Council.

**Introduction**

PTFC has said that the renewal of its lease is urgent as it is in need of funding for the 3G upgrade and that this cannot be moved on until a longer term Lease is in place.

The CATS Club Lease is linked as it occupies space previously part of the PTFC Lease.

**Background**

There is no funding in the budget for the current financial year for the renewal of these leases.

It is doubtful as to whether a letter of intent from PTC would be good enough to see PTFC through until April 2020.

**Analysis**

Please see the attached email and costings obtained from Mayo Wynne Baxter.

To fund this in the current financial year, Council would have to be asked to vire monies from another budget.

The current PTFC Lease does not expire until 31<sup>st</sup> March 2030, so PTC is not bound to renew this Lease for some time.

There is no formal legally prepared Lease for the CATS Club, just an in-house PTC memo.

**Implications**

The Town Council has a duty to consider the following implications:

<b><u>Financial</u></b>	It is estimated that a new Lease for PTFC and surrendering of its current Lease will cost up to £2,500.  It is estimated that the production of a standard new Lease for the CATS Club would cost up to £1,000.
<b><u>Legal</u></b>	No action needed re. PTFC but the Lease for the CATS Club needs to be on a legal footing.



<u>Environmental and sustainability</u>	No implications.
<u>Crime and disorder</u>	No implications.
<u>Climate</u>	No implications.



## Town Clerk

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**From:** Nick Sanders <nsanders@mayowynnebaxter.co.uk>  
**Sent:** 15 October 2019 11:48  
**To:** Town Clerk  
**Cc:** Carrie Elliott  
**Subject:** RE: PEACEHAVEN TOWN COUNCIL MWB:00020000003943

Dear Tony

Thank you for your email.

I anticipate receiving the various document packets shortly.

In the meantime I note that two new leases will probably be required. My initial thoughts/queries at this stage are as follows:

### Peacehaven Town Football Club

1. Please note that whilst my firm can act for PTC it could not also act for the Football Club. It will be important to establish at the outset the identity of the signatories for the Club and the basis of their authority. I shall also need contact details for the Club's solicitors.
2. The Club's current tenancy is for a term of 21 years commencing 1 April 2009. If the Club is intending to apply for funding then it is likely that the lease will need to be in a very specific form (e.g. no right for the landlord to take back the property in the case of the Club's insolvency). Assuming that is the case then the sooner the funder's requirements are known the better because the new lease can be tailored to comply with those requirements.
3. It is also likely that a funder will want proof of PTC's freehold title to the land as well as replies to various enquiries. I estimate that the basic fee for producing a new lease in those circumstances is likely to be somewhere in the region of £1,500 to £2,000 plus VAT and any disbursements. If however there are any complications or additional documents required then a higher fee is likely to apply. I shall be better placed to confirm once full details of what is required have been received.
4. The Club's existing lease would need to be surrendered and it may be that such surrender will need to be documented. Assuming there are no complications then I would estimate a fee of somewhere in the region of £350 to £500 plus VAT for that.
5. The new lease will be registerable at HM Land Registry if its term exceeds 7 years. In that case a professionally Land Registry compliant plan would need to be prepared. I can recommend plan providers who can assist if required.
6. The premises occupied by the C.A.T.S. Club do appear to be on the land included within the Football Club's lease. Is that correct? A funder might have particular requirements or concerns regarding that. We would need to wait and see what queries are raised once the occupation by the C.A.T.S. Club is confirmed.

### The C.A.T.S. Club

1. Again please note that whilst my firm can act for PTC it could not also act for the C.A.T.S. Club. It will be important to establish at the outset the identity of the signatories for the Club and the basis of their authority. I shall also need contact details for the Club's solicitors.





2. If the premises occupied by the C.A.T.S. Club are sited within the Football Club site then that fact will need to be reconciled.
3. If the term of the lease is to exceed 7 years then it will be registerable at HM Land Registry and so a LR compliant plan will be required.
4. On the basis that there are no particular complications then I would anticipate I estimate that the fee for producing a standard new lease for C.A.T.S. is likely to be somewhere in the region of £750 to £1,000 plus VAT and any disbursements. If however there are any complications or additional documents required then a higher fee is likely to apply. I shall be better placed to confirm once full details of what is required have been received.

I hope that the above is of some assistance.

Kind regards

**Nick Sanders**

**Partner**

Direct Dial: 01273 407423

Email: [nsanders@mayowynnebaxter.co.uk](mailto:nsanders@mayowynnebaxter.co.uk)  
3 Bell Lane, Lewes, East Sussex, UK. BN7 1JU  
Tel: (01273) 477071 Fax: (01273) 470988

**From:** Town Clerk <townclerk@peacehaventowncouncil.gov.uk>

**Sent:** 04 October 2019 17:33

**To:** Nick Sanders <nsanders@mayowynnebaxter.co.uk>

**Cc:** Carrie Elliott <celliott@mayowynnebaxter.co.uk>

**Subject:** RE: PEACEHAVEN TOWN COUNCIL

Dear Nick,

I look forward to receiving the list.

Two things that I know MWB did assist PTC with were in relation to Peacehaven & Telscombe FC (PTFC) and the CATS Club.

PTFC has asked for a new Lease in order that it can meet various criteria, particularly to access finding sources.

The CATS Club does not seem to have had a Lease at all? It is affected by the PTFC Lease, as it occupies an area which was originally part of the land leased to PTFC.

Attached is the documentation I have been able to find in relation to both of these organisations.

So it looks like I need two new Leases. Could you let me have an estimate of MWB fees for producing these Leases, then I can approach the Council's Finance Committee?

I aim to do a complete review of all the Council's Leases, Agreements, Licences, etc.

Best regards,

Tony



Dated

2009

PEACEHAVEN TOWN COUNCIL (1)

and

WILLIAM PARRIS

and

LEONARD EDWARDS

As Trustees for the

Peacehaven & Telscombe Football Club (2)

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## LEASE

of

Land and Buildings lying to the  
East of Piddinghoe Avenue, Peacehaven

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Mayo Wynne Baxter  
Dial House  
221 High Street  
Lewes  
BN7 2AE





## **PRESCRIBED CLAUSES**

### **LR1. Date of lease**

[DATE]

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number(s)**

ESX32253

#### **LR2.2 Other title numbers**

Existing leasehold title number ESX186778

### **LR3. Parties to this lease**

#### **Landlord**

PEACEHAVEN TOWN COUNCIL

#### **Tenant**

WILLIAM PARRIS of 92B Phyllis Avenue Peacehaven East Sussex and  
LEONARD EDWARDS of 87 Ambleside Avenue Telscombe Cliffs East  
Sussex BN10 7HF as Trustees for the Peacehaven & Telscombe Football  
Club

#### **Other parties**

None

### **LR4. Property**

Land and buildings lying to the East of Piddinghoe Avenue, Peacehaven

In the case of a conflict between this clause and the remainder of this lease then,  
for the purposes of registration, this clause shall prevail.

### **LR5. Prescribed statements etc.**

None

### **LR6. Term for which the Property is leased**

21 years from and including 1 April 2009

### **LR7. Premium**

None

### **LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

### **LR9. Rights of acquisition etc.**

LR9.1 Tenant's contractual rights to renew this lease, to acquire the  
reversion or another lease of the Property, or to acquire an interest in  
other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease



None

LR9.3 Landlord's contractual rights to acquire this lease

None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

See First Schedule of Previous Lease

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

See Second Schedule of Previous Lease

LR12. Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] [against title number]

None

LR14. Declaration of trust where there is more than one person comprising the Tenant



THIS LEASE is made the ..... day of ..... BETWEEN:

- (1) PEACEHAVEN TOWN COUNCIL of Town Council Office Meridian Centre Meridian Way Peacehaven BN10 8BB ("the Landlord")
- (2) WILLIAM PARRIS of 92B Phyllis Avenue Peacehaven East Sussex and LEONARD EDWARDS of 87 Ambleside Avenue Telscombe Cliffs East Sussex as Trustees for the Peacehaven & Telscombe Football Club ("the Original Tenant")

## BACKGROUND

The Original Tenant has been using the Premises for many years and had built at its own expense the buildings shown coloured red on the plan annexed to the Previous Lease in respect of which it has been agreed that the Landlord shall not be liable to pay any compensation the Landlord having built at its own expense the building coloured green on the plan to the Previous Lease

NOW THIS DEED WITNESSES as follows:

### 1 DEFINITIONS AND INTERPRETATION

For all purposes of this Lease the terms defined in this clause have the meanings specified.

#### 1.1 Interpretation of 'this Lease'

The expression 'this Lease' includes (unless expressly stated to the contrary) any document supplemental to or collateral with this document or entered into in accordance with this document except the Previous Lease.

#### 1.2 'The Premises'

'The Premises' means all that the premises demised by the Previous Lease.

#### 1.3 'The Previous Lease'

'The Previous Lease' means a lease dated 5 June 1992 and made between (1) the Landlord and (2) the Tenant by which the Premises were demised to the Tenant for a term of 25 years from 1 April 1992

#### 1.4 'The Term'

'The Term' means 21 years from and including 1<sup>st</sup> April 2009

#### 1.5 'VAT'

'VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT.

### 2 RECITALS

#### 2.1 Vesting of the Premises and the reversion

The Premises are vested in the Tenant and the reversion immediately expectant on the expiry of the term granted by the Previous Lease is vested in the Landlord.

#### 2.2 Request for renewal

The Tenant has requested the Landlord to grant a further lease of the Premises to them on the terms appearing below.

### 3 DEMISE





The Landlord demises the Premises to the Tenant, excepting and reserving to the Landlord the matters excepted and reserved by the Previous Lease, to hold the Premises to the Tenant together with the rights granted by the Previous Lease for the term of 21 years commencing on and including 1 April 2009 yielding and paying to the Landlord on the same days and in like manner as under the Previous Lease

3.1 Until 31 March 2017 a yearly rent of the same amount as that reserved by the Previous Lease

3.2 From 1 April 2017 until the end of the Lease an open market rent calculated in accordance with the Schedule to this Lease

such rent to be payable without any deduction or set-off

#### 4 TERMS OF THIS LEASE

This Lease is made upon the same terms and subject to the same covenants, provisos and conditions as are contained in the Previous Lease except as to the rent and term of years granted, so that this Lease is to be construed and take effect as if those terms, covenants, provisos and conditions were except as above repeated in this Lease in full with such modifications only as are necessary to make them applicable to this demise except that the covenants given by the Landlord and the Tenant are to be construed as if they had been given at the date of the Previous Lease.

#### 5 COVENANTS

##### 5.1 The Tenant's Covenants

The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on his part contained in the Previous Lease as modified as above.

##### 5.2 The Landlord's Covenants

The Landlord covenants with the Tenant to observe and perform all the covenants and conditions on his part contained in the Previous Lease as modified as above.

#### 6 AVOIDANCE IF PREVIOUS LEASE DETERMINED

If the term of years granted by the Previous Lease is determined under the proviso for re-entry contained in it, then this Lease is to become absolutely void.

#### 7 LEASE

This lease is not a new tenancy for the purposes of the 1995 Act section 1

IN WITNESS whereof the parties have executed this Lease the day and year first above written



## SCHEDULE

### Rent Review

#### 1.1 *Definitions*

In this Lease:

1.1.1 "Review Dates" mean 1 April 2017 1 April 2022 and 1 April 2027

1.1.2 "Review Date" means any one of the Review Dates and "relevant Review Date" means the Review Date on which the Review Period in question begins

1.1.3 "Review Period" means the period beginning on a Review Date and ending on the day before the next Review Date or the period beginning on the last Review Date and ending on the expiry of the Term

1.1.3 "Assumptions" are the following assumptions at the relevant Review Date:

1.1.3.1 that no work has been carried out on the Property by the Tenant anyone deriving title under the Tenant or their predecessors in title during the Term which has diminished the rental value of the Property

1.1.3.2 that if the Property has been destroyed or damaged it has been fully restored

1.1.3.3 that the covenants contained in this Lease on the part of the Landlord and the Tenant have been complied with

1.1.3.4 that the Property is available to let by a willing landlord to a willing tenant by one lease without a premium from either party and with vacant possession

1.1.3.5 that the lease by which the Property will be let ("hypothetical lease") contains the same terms as this Lease except the amount of the Rent and any rent-free period allowed to the Tenant

1.1.3.6 that the duration of the hypothetical lease is ten years beginning on the Review Date and that the rent is payable from then

1.1.3.7 that the hypothetical lease contains the provisions for rent review included in this Lease and provides for the rent to be reviewed at the same intervals as those in this Lease

1.1.3.8 that the hypothetical lease provides that the Tenant must decorate the property at the same intervals as those in this Lease

1.1.3.9 that VAT at the rate then prevailing will be payable on the rent reserved by the hypothetical lease if (and only if) VAT is payable at the Review Date on the Rent payable under this Lease (but this assumption will apply only if at the Review Date whether or not VAT is payable on rent depends upon an act or omission of the Landlord)





1.1.3.10 that the Property has previously been fitted out and equipped by and at the expense of the incoming tenant so that it is capable of being used by the incoming tenant from the beginning of the hypothetical lease for all purposes required by the incoming tenant that would be permitted under this Lease (but on the basis that the fitting-out and equipping that have in fact been carried out by the Tenant are disregarded under clause 4.1.4.3)

1.1.4 "Disregards" are the following matters at the relevant Review Date that must be disregarded:

1.1.4.1 any effect on rent of the fact that the Tenant anyone deriving title under the Tenant or their predecessors in title have been in occupation of the Property

1.1.4.2 any goodwill attached to the Property by the carrying on at the Property of the business of the Tenant or anyone deriving title under the Tenant or by the predecessors in that business

1.1.4.3 any increase in rental value of the Property attributable to the existence at the relevant Review Date of any improvement to the property carried out:

- during the Term or during the period immediately before the beginning of the Term
- by the Tenant anyone deriving title under the Tenant or their predecessors in title with the consent of the Landlord (where required) or carried out by the Landlord at the expense of the Tenant
- not in pursuance of an obligation to the Landlord and in disregarding this no allowance will be made for loss of use during any notional period while the improvement is being carried out

1.1.4.4 the value of the buildings erected on the Premises by the Original Tenant prior to 1<sup>st</sup> April 1992 and any replacement thereof at the Tenant's expense

## 1.2 *Review*

1.2.1 For each Review Period the rent will be the greater of:

1.2.1.1 the Rent payable immediately before the Review Date or if payment of Rent has been suspended the Rent which would have been payable had there been no suspension

1.2.1.2 the revised rent ascertained in accordance with this clause

1.2.2 The revised rent for the Review Period may be agreed in writing at any time between the parties or in the absence of agreement will be determined (but not earlier than the Review Date) by an arbitrator

1.2.3 The revised rent will be the rent at which the Property might reasonably be expected to be let in the open market at the Review Date making the Assumptions and disregarding the Disregards

1.2.4 The arbitration will be conducted in accordance with the Arbitration Act 1996





1.2.5 The arbitrator will be appointed by agreement between the parties or (in the absence of agreement) nominated by the then President of the Royal Institution of Chartered Surveyors (or his nominee) on the application of either party made not earlier than six months before the relevant Review Date

1.2.6 If the arbitrator declines to act becomes incapable of acting or dies either party may apply to the President to make another nomination

1.2.7 The Tenant must allow the arbitrator access to the Property to do anything which the arbitrator considers necessary to carry out his function

1.2.8 If one party pays all the arbitrator's fees and disbursements it may recover any part of them which the arbitrator has awarded against the other party in the case of the Landlord as rent in arrears and in the case of the Tenant by deduction from rent

1.2.9 When the revised rent has been determined in accordance with this clause memoranda will be signed by or on behalf of the parties and annexed to this Lease and its counterpart and the parties will bear their own costs of doing this

### 1.3 *Arrangements pending revised rent*

1.3.1 If the revised rent payable during any Review Period has not been ascertained by the Review Date the then current Rent will continue to be payable on account of the Rent for that Review Period

1.3.2 If the revised rent is ascertained on or before the relevant Review Date and that date is not a quarter day the Tenant must on that Review Date pay to the Landlord the difference between the Rent due for that quarter and the Rent already paid for it

1.3.3 If the revised rent payable during any Review Period has not been ascertained by the relevant Review Date then on the date upon which it is agreed or upon which the arbitrator's award is received by either party the Tenant must pay to the Landlord:

1.3.3.1 any shortfall between the Rent which would have been paid if the revised rent had been ascertained by the relevant Review Date and the payments made on account and

1.3.3.2 interest at the base lending rate on the shortfall between the amount that would have been paid if the revised rent had been ascertained by the relevant Review Date and the payments made on account for the period beginning on the day upon which each instalment was due and ending on the day on which payment of the shortfall is made

### 1.4 *Rent increase prevented*

1.4.1 If at any Review Date the review of the rent or the recovery of any increase is prohibited or limited by statute the Landlord may within six months of the removal of that restriction (time being of the essence) give to the Tenant notice invoking this clause

1.4.2 On the service of a notice under this clause the date upon which the notice is served will be treated as a Review Date but will not vary any subsequent Review Date



1.4.3 Any increase in rent resulting from such a review may be recovered from the date upon which the notice is served or (if later) from the earliest date permitted by law

SIGNED AS A DEED by the  
said WILLIAM PARRIS in  
the presence of:-

*W. Parris*

*R. S. TANT*

ROGER TANT  
84 PHYLLIS AVENUE  
PEASE HAVEN BN10 7R9.

SCIENTIFIC GASSBLOWER.

SIGNED AS A DEED by the  
said LEONARD EDWARDS  
in the presence of:-

*L. Edwards*

L EDWARDS

FLAT 2 TUSCAN COURT  
THE ESPLANADE  
TILSCOMBE CLIFFS  
SUSSEX  
BN10 7HF

*R. R. JUDEN*  
R. R. JUDEN  
FLAT 3 TUSCAN COURT  
THE ESPLANADE  
TILSCOMBE CLIFFS  
SUSSEX  
BN10 7HF

RETIRED



DATED

5th June 1992

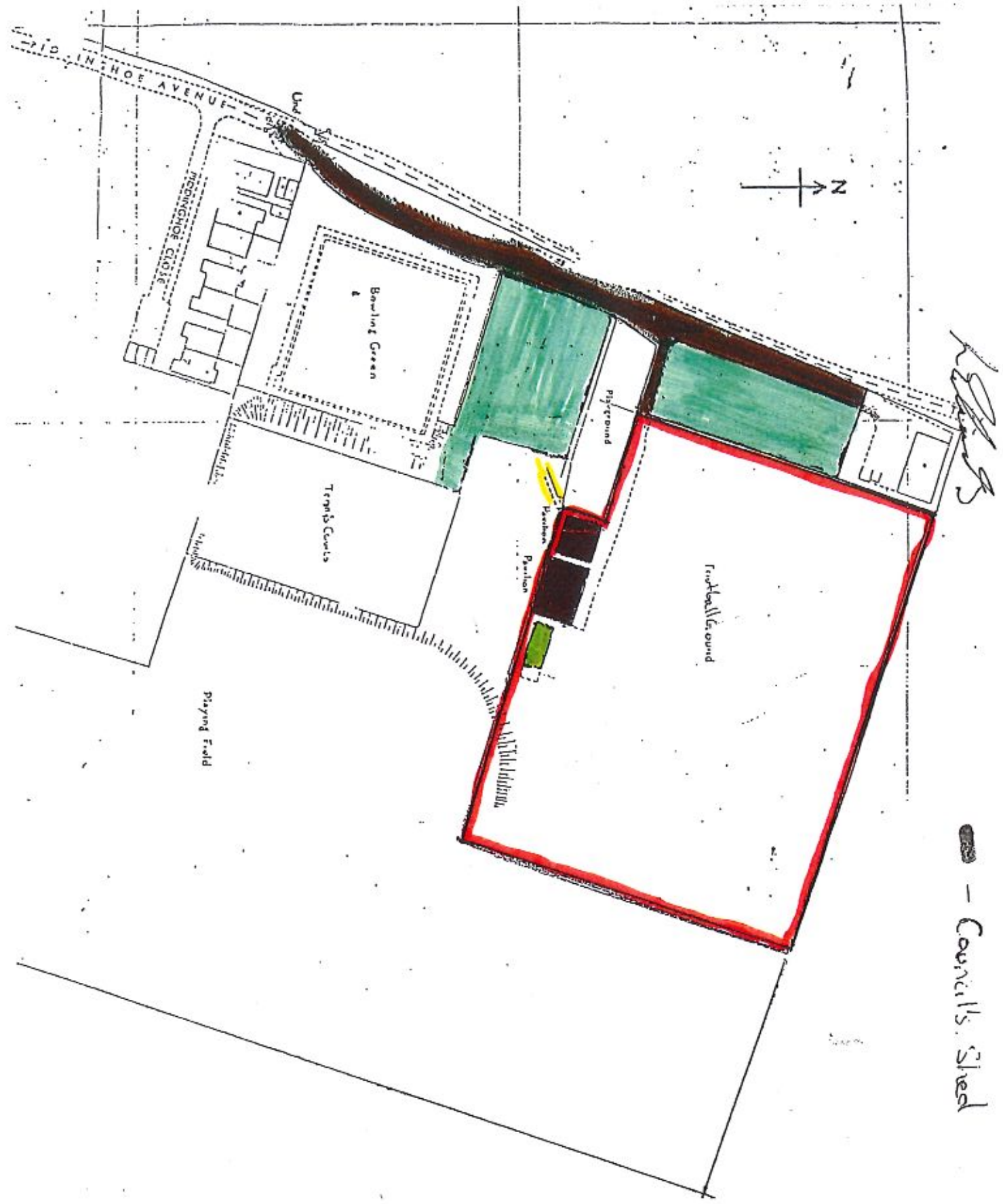
COUNTERPART  
LEASE

Re: Peacehaven & Telscombe Football Club Pitch  
at Piddinghoe Avenue, Peacehaven, East Sussex

Term: 25 years







— Councils. Shed



THIS LEASE is made the 5th day of June 1992  
BETWEEN: PEACEHAVEN TOWN COUNCIL (the Council) of the one part  
and WILLIAM PARRIS of 92B Phyllis Avenue Peacehaven East Sussex  
and LEONARD EDWARDS of 87 Ambleside Avenue Telscombe Cliffs  
East Sussex as Trustees for the Peacehaven & Telscombe Football Club  
("the Club" which expression shall where the context so admits  
include their successors in Title) of the other part

BACKGROUND

The Club has been using the premises hereinafter demised for many years and has built at its own expense the buildings coloured red on the Plan annexed hereto in respect of which it has been agreed the Council shall not be liable to pay any compensation the Council having built at its expense the building coloured green on the Plan annexed hereto but the Council holds the Freehold of the land of which the demised premises form part and the parties have agreed to regularise their informal arrangement as contained in this Lease

NOW IT IS AGREED as follows:-

1. THE DEMISE

In consideration of the rent and the covenants by the Club hereinafter reserved and contained the Council hereby demises to the Club ALL THAT land shown edged red on the Plan annexed hereto forming part of the Playing Fields of Piddinghoe Avenue Peacehaven together with the buildings erected thereon by the Club but excepting therefrom the building coloured green on the Plan (called the "Demised Premises") AND TOGETHER WITH the rights set out in the First Schedule of this Lease but subject to the exceptions and reservations set out in the Second Schedule of this Lease TO HOLD the same unto the Club for



the term of Twenty Five years from the 14<sup>th</sup> day of April 1992 subject to the covenants terms and conditions herein contained

## 2. THE RENT AND SERVICE CHARGE

2.1 The Club shall pay therefore the annual sum of FIVE HUNDRED POUNDS (£500) ("the rent") payable quarterly by equal instalments in advance on the 1st April 1st July 1st October and 1st January in each year and

(a) From the end of the first year and every succeeding year thereafter of the term hereby granted (in each case "the Review Date") the rent payable hereunder shall be increased by such percentage (if any) as the last figure of the Index of Retail prices ("Index") published by the Department of Employment shall have increased over the figure of the Index the year before

(b) If the basis or computation of the Index is changed the method of calculating the rent payable hereunder shall be kept as nearly consistent as possible:

(i) If the Department of Employment shall publish any official method of reconciliation between the two bases of computation by adopting that method of reconciliation

(ii) in any other case by adopting a method of reconciliation determined by such Fellow of the Institute of Chartered Accountants of England and Wales as the then President of that Institute shall on the application of either party nominate acting as an expert whose fees therefore should be paid equally by the Council and the Club

(c) if publication of the Index is permanently discontinued an alternative method of fixing the rent payable hereunder shall be





agreed between the Council and the Club to ensure as nearly as possible that the rent shall fluctuate with the general level of retail prices and any dispute as to such method shall be referred to a single Arbitrator appointed by the then President of the Law Society on the application of either party

(d) if on any Review Date the determination of the rent payable therefrom ("new rent") shall not have been completed rent shall continue to be payable at the rate at which it was payable immediately before that Review Date on the quarter day next following the determination of the new rent the Club shall pay to the Council rent at the rate of the new rent and an additional rent such sum as represents any difference between the rent payable until then and the rent that would have been payable had the new rent been determined immediately before the Review Date

(e) provided however and it is hereby agreed and declared by and between the parties hereto that the rent payable at any time throughout the term on any Review Date shall not be less than the amount of rent paid during the previous year period

2.2 The Club shall pay a service charge based on the services provided by the Council pursuant to its obligations contained in Clause 4 hereof and as defined in the Third Schedule of this Lease payable quarterly in advance on the said days

2.3 If any of the sums which are required to be paid by the Club pursuant to this Clause are not paid within 21 days after they have become due then without prejudice to any other right or remedy of the Club hereunder they shall carry interest at the rate of 2 per cent over Barclays Bank base rate for the time being in force until



payment

### 3. THE CLUB'S COVENANTS

The Club hereby covenants with the Council as follows:-

3.1 To pay the reserved rents at the times and in the manner aforesaid

3.2 Not to make any alteration in the character and general arrangement of nor addition to the Demised Premises save as may be approved by the Council

3.3 Not to erect any further building on the Demised Premises except with the prior written approval of the Council

3.4 To obtain any necessary Planning Approvals and Permissions and Building Regulation Consents for the erection of any building permitted under this Lease and to do all acts and things required by and to perform any works required by the provisions and conditions thereto

3.5 Not to assign underlet or part with the possession of the demised land or any part thereof

3.6 Not without the Council's previous written consent to cut down or injure any trees plants bushes or hedges or remove any soil or other materials from the Demised Premises

3.7 To permit the Council and its duly authorised agents at all reasonable times to enter upon the Demised Premises to inspect the condition thereof and for all other reasonable purposes

3.8 Not to permit any obstruction of the approach-ways shown coloured brown nor of the car park shown coloured blue on the Plan annexed hereto nor any designated alternative

3.9 Not to erect any flagpole without the written consent of the Council

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3.10 To effect a Policy of public and third liability insurance in an adequate sum with an insurance office of repute and to produce the Policy to the Council for inspection upon request

3.11 Not to cause or permit any annoyance or nuisance to the owners or occupiers of adjoining or neighbouring land

3.12 Not to use the demised land for any purpose other than as a football pitch and football club with ancillary amenities without the prior written approval of the Council

3.13 To pay all existing and future rates taxes assessments and outgoings whether Parliamentary local or otherwise now or hereafter imposed or charged upon the owner or occupier of the Demised Premises

3.14 To ensure that any use of the Demised Premises conforms to Planning Law and By Laws

3.15 To keep any building structure interior fence or gate on the demised land in good repair and condition

3.16 To apply for any necessary Licence or Licences for the supply and consumption of alcoholic liquor and to comply with any terms imposed in any such Licence or Licences

3.17 To deliver up the demised land together with any building erected on it by the Club in good and tidy condition at the termination of the term

3.18 To advise the Council in advance of all fixtures and lettings and other uses of the Club's Social Club to allow for forward planning

3.19 Not to allow any third party to use the football pitch without the prior written consent of the Council





#### 4. THE COUNCIL'S COVENANTS

The Council hereby covenants with the Club as follows:-

4.1 That the Club observing and performing the provisions and stipulations contained in this Lease shall peaceably hold and enjoy the Demised Premises during the said term without any interruption by the Council or any person rightfully claiming under or in trust for it

4.2 That the Council will provide the services of a Groundsman to maintain and mark up the football pitch

4.3 That the Council will provide nets goal posts and corner posts and flags

#### 5. PROVISIOES

5.1 If the reserved rent or service charge or any part thereof shall be in arrear for 28 days (whether formally demanded or not) or if there shall be a breach of any stipulation or provision on the part of the Club contained in this Lease or if the Club shall cease to exist the Council may re-enter the Demised Premises and thereupon the term hereby granted shall forthwith determine without prejudice to the Council's rights and remedies in respect of any such breach

5.2 Any Trustee for the time being of the Club shall cease to be personally liable under any of the covenants and provisions contained in this Lease as soon as a replacement Trustee has been appointed by the Club in his place

5.3 The Club shall notify the Council of any changes of the Trustees appointed by the Club

#### THE FIRST SCHEDULE

##### **Rights Granted**



1. A right of way between 8a.m. and until two hours after the close of the Club's drink licence as may from time to time be allowed by the Licensing Authorities and at all other times in the case of any emergency together with all others having a like right with or without vehicles over the approach-way shown coloured brown on the annexed Plan or any alternative way so designated insofar as the Council can grant the same provided that the Club shall inform the Council of the name and address of their keyholder

2. A right together with all others having a like right to park motor vehicles in the car park shown coloured blue on the annexed Plan or any alternative area so designated in its place

3. A right of way on foot only together with all others having a like right over the land coloured yellow on the annexed Plan

4. The right of free passage and running of water soil and electricity from the Demised Premises through the sewers drains pipes wires and cables in under or over the adjoining land and premises of the Council

#### THE SECOND SCHEDULE

##### **Rights Reserved**

1. A right of access at all times to the Council and those claiming under the Council for the purposes of gaining access to the building coloured green on the annexed Plan

2. The right for the Council and those claiming under the Council of free passage and running of water soil and electricity from adjoining land and premises of the Council through the sewers drains pipes wires and cables in under or over the demised land

#### THE THIRD SCHEDULE



1. The services and the costs incurred by the Council are those which are properly and reasonably incurred in connection with the services it provides to the Club pursuant to the covenants on the Council's part contained in Clause 4.2 and 4.3 hereof

2. "Annual Expenditure" means:

2.1 all costs expenses and outgoings incurred by the Council during a Financial Year in or incidentally to providing all or any of the services but

2.2 excluding any expenditure in respect of any part of the Demised Premises for which the Club shall be wholly responsible and excluding any expenditure that the Council shall recover or which shall be met under any policy of insurance which may be maintained by the Council

3. "Computing Date" means 31st March in every year of the term

4. "Financial Year" means the period:

4.1 from the commencement of the term to and including the first Computing Date and subsequently

4.2 between two consecutive Computing Dates (excluding the first Computing Date from but including the second Computing Date in the period)

5. 5.1 The Council shall as soon as convenient after each Computing Date prepare an Account showing the Annual Expenditure for the Financial Year ending on the Computing Date and containing a fair summary of the expenditure referred to in it

5.2 The Club shall pay for the period from the date hereof to the Computing Date next following the date of this Lease the Initial Provisional Service Charge the first payment being a proportionate sum





in respect of the period from and including the date hereof to and including the day before the next quarter day to be paid on the date hereof the subsequent payments to be made in advance on the relevant quarter days in respect of the relevant quarters

5.3 The Club shall pay for the next and each subsequent Financial Year a provisional sum (equal to the Service Charge payable for the previous Financial Year (or what the Service Charge would have been had the previous Financial Year been a period of twelve months calculated by establishing by apportionment a monthly figure for the previous Financial Year and multiplying this by twelve or calculated upon a reasonable and proper estimate of what the Annual Expenditure is likely to be for that Financial Year)) by four equal quarterly payments on the 1st April 1st July 1st October and 1st January

5.4 If the Service Charge for any Financial Year shall:

5.4.1 exceed the provisional sum for that Financial Year the excess shall be due to the Council on demand or

5.4.2 be less than such provisional sum the overpayment shall be credited to the Club against the next quarterly payment of the Service Charge

6. If there is any dispute between the parties then such dispute shall be referred to an independent Arbitrator pursuant to the provisions of the Arbitration Act 1950 or any statutory modification thereof and such Arbitrator shall act as an expert and not as an arbitrator

SIGNED as a DEED by the said )  
WILLIAM PARRIS in the )  
presence of:- )



W Edwards  
87 Ambleside Ave. Telcombe Cliffs  
Housewife.



SIGNED as a DEED by the said )  
LEONARD EDWARDS in the )  
presence of:- )

*L. Edwards*

*L. Edwards*

"MARLED" 124 THE PROMENADE  
PERCEPANKEN.

RETIRED.





## PEACEHAVEN TOWN COUNCIL

CLAIRE LACEY  
TOWN MANAGER

TELEPHONE: (01273) 585493 Option 6

FAX: (01273) 583560

E mail: [claire.lacey@peacehavencouncil.co.uk](mailto:claire.lacey@peacehavencouncil.co.uk)

TOWN COUNCIL OFFICE  
MERIDIAN CENTRE  
MERIDIAN WAY  
PEACEHAVEN  
EAST SUSSEX  
BN 10 8BB

### C.A.T.S After School Club – Land at Piddinghoe Avenue, Peacehaven

#### Pre signed lease agreement

There will be a lease agreement whereby the C.A.T.S After School Club will lease part of the land currently leased by the Peacehaven & Telscombe Football Club (PTFC) from Peacehaven Town Council (PTC). This area of land is shown as the red hatched area on the attached plan.

It is agreed by Peacehaven Town Council that the C.A.T.S Club may utilise the above land from 18<sup>th</sup> August 2016 until such time that the full lease is signed, for a payment of £100 a month, to be paid on a monthly basis 30 days from the invoice date.

This is subject to V Phillips of the C.A.T.S. Club (c/o 23 Trafalgar Close, Peacehaven BN10 8AX) agreeing to and signing the "Landlord and Tenant Act 1954 – Statutory Declaration by Tenant that Sections 24 to 28 of the Landlord and Tenant Act 1954 are Not to Apply to this Business Tenancy".

V. Phillips [Signature] Date 18/8/2016  
C.A.T.S After School Club

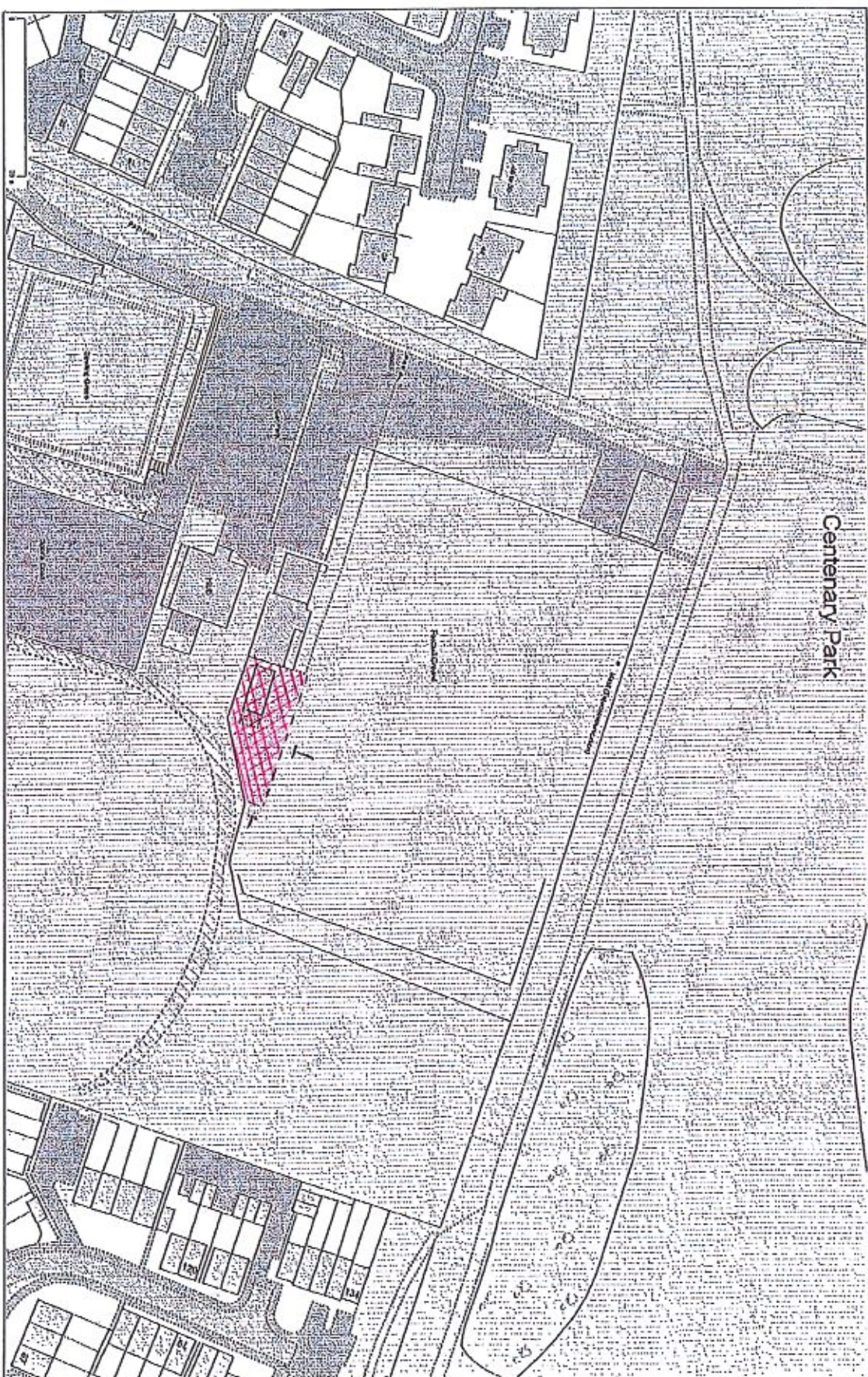
C Lacey [Signature] Date 18/8/16  
Town Manager Peacehaven Town Council





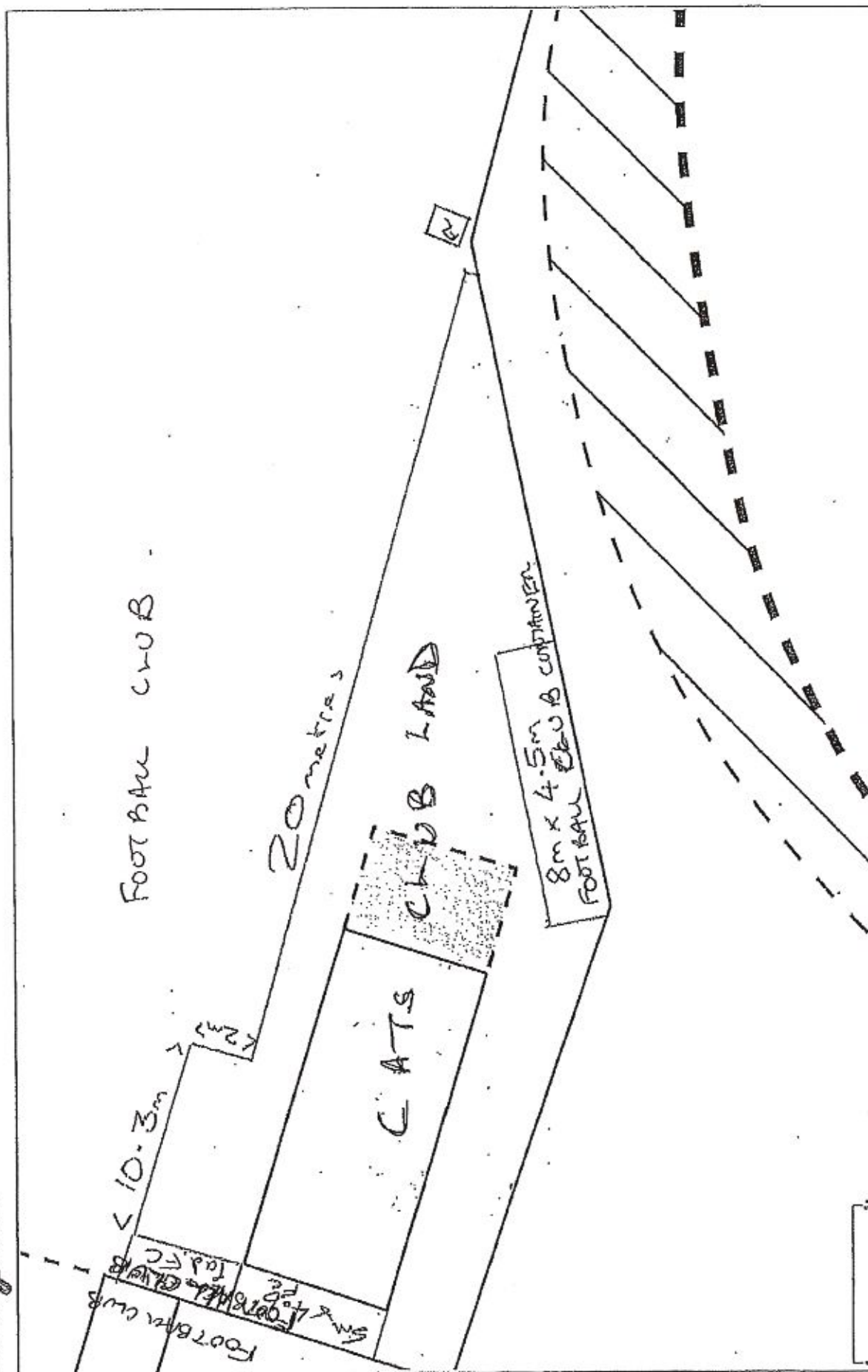


Centenary Park











## LANDLORD AND TENANT ACT 1954

### Form of Notice that Sections 24 to 28 of the Landlord and Tenant Act 1954 are not to Apply to a Business Tenancy

(1) Insert name  
and address of  
tenant

To <sup>(1)</sup>: The C.A.T.S. Club  
c/o 23 Trafalgar Close, Peacehaven, East Sussex, BN10 8AX

(2) Insert name  
and address of  
landlord.

From <sup>(2)</sup>: Peacehaven Town Council  
of Meridian Centre, Meridian Way, Peacehaven, East Sussex, BN10 8BB

#### IMPORTANT NOTICE FOR TENANT

**You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.**

Business tenants normally have security of tenure - the right to stay in their business premises when the lease ends.

**If you commit yourself to the lease you will be giving up these important legal rights.**

- You will have no right to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice - from a qualified surveyor, lawyer or accountant - before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

**But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).**

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.





To: The C.A.T.S. Club  
c/o 23 Trafalgar Close, Peacehaven, East Sussex, BN10 8AX

[Name and address of Tenant]

From: Peacehaven Town Council  
of Meridian Centre, Meridian Way, Peacehaven, East Sussex, BN10 8BB

[Name and address of Landlord]

**IMPORTANT NOTICE FOR TENANT**

**You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.**

Business tenants normally have security of tenure - the right to stay in their business premises when the lease ends.

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**But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).**

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

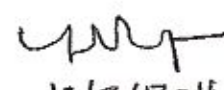
DECLARED at

this      day of

Before me <sup>(8)</sup>

(8) Signature of person before whom declaration is made.  
(9) Insert as appropriate.

A commissioner for oaths A solicitor empowered to administer oaths or <sup>(9)</sup>

}   
16/8/2016  
S. Koller  
18/08/2016



## LANDLORD AND TENANT ACT 1954

### Statutory Declaration by Tenant that Sections 24 to 28 of the Landlord and Tenant Act 1954 are Not to Apply to a Business Tenancy

(1) Insert full  
name of  
declarant.

I <sup>(1)</sup>: Vicky Phillips

(2) Insert  
address.

of <sup>(2)</sup>: 23 Trafalgar Close, Peacehaven, East Sussex, BN10 8AX

do solemnly and sincerely declare that:-

(3) Delete  
whichever does  
not apply.

1. <sup>(3)</sup> <sup>(4)</sup> The Tenant proposes to enter into a tenancy of premises at <sup>(5)</sup> Piddingham Avenue,  
Peacehaven for a term commencing on the date of the Lease

(4) Insert name of  
tenant if this  
declaration is  
made on behalf of  
the tenant.  
(5) Insert address  
of premises.  
(6) Insert name of  
landlord.

2. <sup>(3)</sup> The tenant proposes to enter into an agreement with <sup>(6)</sup> Peacehaven Town Council that the  
provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be  
excluded in relation to the tenancy.

3. The Landlord has served on <sup>(3)</sup> the tenant a notice in the form, or substantially in the form,  
set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales)  
Order 2003 (Oyez Form L&T 35). The form of notice set out in that Schedule is reproduced  
overleaf.

4. <sup>(3)</sup> I have read the notice referred to in paragraph 3 above and accept the consequences  
of entering into the agreement referred to in paragraph 2 above.

(7) Delete if this  
declaration is  
made by the  
tenant.

6. <sup>(7)</sup> I am duly authorised by the tenant to make this declaration.





AGENDA ITEM	: 8
COMMITTEE	: EXTRA ORDINARY POLICY & FINANCE
REPORT OF	: TOWN MANAGER/RFO
DATE	: 7 <sup>th</sup> JUNE 2016
SUBJECT	: CATS CLUB LEASE AND PEACEHAVEN & TELSCOMBE FC LEASE

## 1. INTRODUCTION

- 1.1 Proposal from CATS Club to lease a small piece of land within Peacehaven & Telscombe Football Club boundary (*appendix 1 as highlighted*).
- 1.2 They will be relocating premises on 29<sup>th</sup> July, due to early termination of their lease in Greenwich House, Meridian Centre.
- 1.3 This proposal was originally submitted to a Full Council meeting on 17<sup>th</sup> May 2016 where it was deferred to Policy and Finance for further discussion.
- 1.4 The RFO met with Cllrs. J Harrison-Hicks, R Coles and J Farmiloe and this report is submitted along with the recommendations as a result of that discussion.

## 2. RECOMMENDATION(S)

- 2.1 The Policy & Finance Committee **AGREE** to lease land at Peacehaven & Telscombe Football Club to the CATS Club on a separate lease on the following terms:-
  - 2.11 Term of lease – 25 years
  - 2.12 Rent - £300 per month
  - 2.13 Rent review – every two years
  - 2.14 Any associated costs as a result of legal costs and implementation (3.6 & 3.8)-**nil cost to PTC**
- 2.2 The Policy & Finance Committee **AGREE** to amend the Peacehaven & Telscombe Football Club lease on the following terms:-
  - 2.21 Amend lease to include boundary changes pending agreement of 2.1
  - 2.22 Term of amended lease – 25 years
  - 2.23 Any associated costs as a result of boundary amendment and lease extension - **nil cost to PTC**
  - 2.24 Negotiate an increase in rent - currently £244.13 per quarter
  - 2.25 Include an administration fee with regards to the service charge
  - 2.26 Any associated costs as a result of rent increase and administration fee – **PTC to fund**

## 3. BACKGROUND/INFORMATION

- 3.1 The CATS Club is a not for profit organisation, currently providing a valuable resource within the town. They support around 200 residents to work by providing affordable after school childcare, to parents on low incomes.
- 3.2 The service runs during term time, driving the service users to and from school and during school holidays, providing activities and a hot meal at a cost of after school session £11, breakfast £4 and an all-day play scheme £17 per child.





- 3.3 They are the largest Early Years provider of after school settings in East Sussex. They provide childcare places from 07:00 until 08:30 and 15:00 to 18:00 for in excess of 40 children aged between 4 and 11 years.
- 3.4 They have been actively seeking new premises and fundraising, although not been able to source suitable OFSTED suitable premises and will be moving temporarily to the Civic Offices at Telscombe between 29<sup>th</sup> July and 30<sup>th</sup> September.
- 3.5 Their location is crucial to the survival of this service, within the town of Peacehaven, with locality to schools, with parking available on site.
- 3.6 Land on the East side of the Football Clubhouse is not currently used. It has a concrete standing, able to take 2 x porta-cabin units, or metal containers, subject to interim planning consent (if required). Any build costs will be borne by the CATS Club.
- 3.7 The access route will remain within the boundary of the Football Club, via the double gates on the west side of the ground. Access will not be allowed on the pitch, for either build, delivery of porta-cabins, or for play areas.
- 3.8 The site will require mains water, sewerage and electrical utilities, which will be installed at the cost of the CATS Club, in negotiation with the Council.
- 3.9 Any water, sewerage and electrical costs will be charged to the CATS Club independently of the Football Club, by the Council.
- 3.10 Centenary Park facilities can be used during the Club opening hours, providing learning opportunities through play and access to the archaeology site which is under construction.
- 3.11 For this to proceed, permission should be granted allowing due time for an OFSTED inspection to take place – they require a build to be completed and ready for habitation so an application can be processed 12 weeks prior to them granting it and attending site. The latest date for the application to be submitted will be by 8<sup>th</sup> July, for the premises and utilities to be installed.
- 3.12 It would be advisable for a separate lease to be drawn up by solicitors for the CATS Club, to protect their business, independent of the Football Club. The costs for the lease preparation would be paid by the CATS Club and will commence as soon as possible, pending agreement, for building works to take place.
- 3.13 The current lease with Peacehaven & Telscombe FC was negotiated in 2009 with no change to the rent charged and runs until 2030.
- 3.14 The current rent agreement with Peacehaven & Telscombe FC is £244.13 per quarter plus costs associated with maintaining the ground – ground staff time, utilities and supplies (ie fertiliser, grass seed) – identified as a service charge.

#### **4. CONSULTATION**

- 4.1 On advice from OFSTED, the CATS Club will be unable to hire the current premises at the Football Club as there is alcohol on the premises and the fire risk is too high.

#### **5. FINANCIAL & OTHER IMPLICATIONS**

- 5.1 The Policy & Finance Committee are therefore asked to consider this proposal, resulting in additional income for Peacehaven Town Council.



AGENDA ITEM	: 15
COMMITTEE	: LEISURE & AMENITIES
REPORT OF	: ADMINISTRATION OFFICER
DATE	: 16 <sup>th</sup> JUNE 2016
SUBJECT	: FOOTBALL CLUB & CATS CLUB UPDATE – INFORMATION TO NOTE

## 1 INFORMATION TO NOTE

1.1 The proposal to lease land, currently under lease to Peacehaven & Telscombe FC, to the CATS Club, was discussed at an Extra Ordinary Policy & Finance meeting held on Friday 10<sup>th</sup> June 2016.

1.2 Please note the following extract from the minutes of that meeting:-

The Policy & Finance Committee **AGREE** to lease land at Peacehaven & Telscombe Football Club to the CATS Club on a separate lease on the following terms:-

- 1 Term of lease – 25 years
- 2 Rent - £300 per month
- 3 Rent review – every two years
- 4 Any associated costs as a result of legal costs and implementation (as identified in 3.6 & 3.8 of the report)-nil cost to PTC

The Policy & Finance Committee **AGREE** to amend the Peacehaven & Telscombe Football Club lease on the following terms:-

- 1 Amend lease to include boundary changes pending agreement with CATS Club
- 2 Term of amended lease – 25 years with a rent review in 2030
- 3 Any associated costs as a result of boundary amendment and lease extension - nil cost to PTC

## 2 RECOMMENDATION

2.1 The Leisure & Amenities Committee **NOTES** the information with regards to the lease with Peacehaven & Telscombe FC and the proposed lease with the CATS Club.





**Agenda Item: 10 LA370**

**Committee: Leisure, Amenities and Environment**

**Date: 5/11/2019**

**Title: The Hub**

**Report Author: Kevin Bray**

**Purpose of Report: To decide on what the future is for the hub**

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### **Summary of recommended actions**

1. Decide what is the future of the Hub Building?
2. Produce a business case through the CIL Working party
3. Decide what works are to be carried out to the building in the next year to keep the building usable.
4. Allocate a budget for the above

### **Introduction**

The building called the hub previously the sports park pavilion has been gradually deteriorating since it was built in the early 1980's. The Gas Boiler is 40 years old now and is expensive to keep in a working order, the roof has leaked for many years and a suitable solution has yet to be found.

### **Background**

We asked complete roofing solutions to replace all the fixing screws and washers on the roof to help seal the leaking roof, when they arrived on site the foreman decide they would not carry out the task as they could not guarantee the works would solve the problem. No works have been done to the roof, the company indicated that a thorough inspection and report needed to be done on the roof before moving forward.

### **Analysis**

We need to decide what the future of the Hub building is so we can have a clear plan on what needs to be done.

### **Implications**

The Town Council has a duty to consider the following implications:

<b><u>Financial</u></b>	Works and professional services will need to be budgeted for next year
<b><u>Legal</u></b>	
<b><u>Environmental and sustainability</u></b>	The building is hired out regularly and is in need of refurbishment
<b><u>Crime and disorder</u></b>	
<b><u>Climate</u></b>	

### **Appendices/Background papers**





Agenda Item: 12 LA372

Committee: Leisure, Amenities and Environment

Date: 05/11/2019

Title: Cycle hub update

Report Author: Kevin Bray

Purpose of Report: To note

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### Summary of recommended actions

1. To note the second container is due to be installed
2. Sustrans are having an electrician visit the site to look at installing an electric supply to the containers from the café.

### Introduction

The cycle hub is located at the big park and caters for all cyclists of all ages to encourage more use of bicycles

### Background

The cycle hub is run by Sustrans and they have installed an extra container as per the permissions they had from LDC during the construction of the Big Park

### Analysis

We are still awaiting plans from Sustrans regarding connecting electricity to the containers for lighting and power.

### Implications

The Town Council has a duty to consider the following implications:

<u>Financial</u>	No cost to PTC
<u>Legal</u>	No lease or licence has been issued yet.
<u>Environmental and sustainability</u>	Wooden cladding to be put on the new container to match the existing one
<u>Crime and disorder</u>	Cctv maybe installed at a future date
<u>Climate</u>	

### Appendices/Background papers



**Agenda Item: 13 LA373**

**Committee:**

**Date:**

**Title: Play area gates**

**Report Author: Kevin Bray**

**Purpose of Report: To decide to purchase two self-closing gates**

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### **Summary of recommended actions**

1. Decide To purchase two self-closing gates (non-slam type) at £950+vat each to be installed by the groundstaff.

### **Introduction**

We carry out weekly playground inspections and get independent surveys done once a year these gate have been flagged up as needing to be replaced.

### **Background**

The play area called Firle road requires two new self-closing gates to replace the existing wooden gates, this has been flagged up during playground inspections as they are not up to standard.

### **Analysis**

Play areas require two sets of gates to help prevent bullying and give children an escape route if required

### **Implications**

There is £1000 in play area budget heading 320 code 4101 for repairs and alterations, 4161 cleaning costs and funds are available from the parks and open spaces 330 code 4171 ground maintenance

The Town Council has a duty to consider the following implications:

<b><u>Financial</u></b>	Within current budgets
<b><u>Legal</u></b>	Current gates do not conform to standards expected.
<b><u>Environmental and sustainability</u></b>	Non slam gates will not disturb residents
<b><u>Crime and disorder</u></b>	
<b><u>Climate</u></b>	

Appendices/Background papers





Agenda Item: 14 LA374

Committee: Leisure, Amenities and Environment

Date: 05/11/2019

Title: Ride on mower

Report Author: Kevin Bray

Purpose of Report: To agree to purchase a new ride on mower.

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### Summary of recommended actions

1. To decide to buy, lease or long term rent a new ride on mower for the amenities and big park.
- 2.

### Introduction

The ground staff have a number of pieces of equipment which are nearing the end of their working life, after discussions with the finance officer it is recommended that PTC look to bring in a new ride on cylinder mower as a priority next year (April) as the current machine is 16 years old and has started to cost significant amounts to keep working.

### Background

PTC look after many different types of grass surface, from football pitches, bowling green to rough grass areas and require different types of machine to do this. The ride on triple cylinder mower is used to maintain the football pitches and finer grass areas of the town, we then have a ride on rotary mower for the rougher areas and parks and pedestrian mowers for everything else.

### Analysis

An example of the costs

For a Ransome Highway 3, 6 bladed sports cutter units, road lighting kit & flashing beacon retails at £39,971.00 plus vat.

at a discounted price of £32,000.00 plus vat

3 year HP would be 1 plus 35 payments @ £971.00 per month

5 year HP would be 1 plus 59 payments @ £618.00 per month. After this period PTC would own the mower.

Leasing a machine would be

### Implications

The Town Council has a duty to consider the following implications:

<u>Financial</u>	This will need to be budgeted for in the next budget.
<u>Legal</u>	A new ride on mower will be compliant for use on the roads unlike our current machine
<u>Environmental and</u>	We will look at all types of fuel options



<u>sustainability</u>	
<u>Crime and disorder</u>	
<u>Climate</u>	The old machine will be traded in to be recycled or resold

#### Appendices/Background papers

Agenda Item: 15 LA375

Committee: Leisure, Amenities and Environment

Date: 05/11/2019

Title: DDA pathway

Report Author: Kevin Bray

Purpose of Report: To decide to employ a surveyor to carry out a site visit

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### Summary of recommended actions

1. To decide to spend £350.00 on a site visit from a surveyor to assess both the pathway from the entrance to the sportspark and the bowling green slabbed pathway
2. To decide how this will be funded.

### Introduction

Previously the committee asked for the pathway at the sportspark entrance to be brought up to DDA compliance when it is repaired. To do this we need to employ a surveyor to come on site and draw up plans as it will mean removing kerbs etc, so we can then get quotes for the work.

### Background

The pathway is crumbling away and has some dips and damage

### Analysis

The surveyor was recommended by ESCC via a web site and as the cost is £350 for a site visit, I have added the bowling green path to his list, at no added cost, as this will need to be looked at in the near future.

### Implications

To get full plans drawn up will be an extra cost once a site visit has taken place, they will supply a quote for this work.

The Town Council has a duty to consider the following implications:

<u>Financial</u>	No budget set for this, recommend CIL
<u>Legal</u>	The pathway is at a point where it has become unstable
<u>Environmental and sustainability</u>	
<u>Crime and disorder</u>	
<u>Climate</u>	

Appendices/Background papers

Agenda Item: 16 LA 376

Committee: Leisure, Amenities and Environment

Date: 05/11/2019

Title: CCTV at Centenary park report

Report Author: Kevin Bray

Purpose of Report: To decide on the recommendations below

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### Summary of recommended actions

1. Decide to install a new broadband feed to the café solely for the CCTV

OR

Decide to ask the café to provide their own internet connection at their cost.

2. To employ Sats4u to service the CCTV for a year at a cost of £20.00 per month

### Introduction

It was decided in 2017 to have CCTV was installed in centenary park, Sats4u were chosen to carry out the installation and they covered the 1 year service and warranty on the system which has come to end.

### Background

The system has one roving camera covering the play areas and skate park and 3 fixed cameras covering the car park etc.

### Analysis

There has not been any servicing or checking on the system for 8 months, I met with Nic and his colleague from Sats4u on the 7<sup>th</sup> October 2019 to discuss where we go forward with the system. Nic pointed out that the main issue for the system is the shared router with the café, because there is too much data being put through the router because of the Wi-Fi, card machine and separate café CCTV system installed inside the café, this is causing our CCTV to drop out of signal and cease to record etc.

It is suggested we either install a separate broadband line, at a cost to PTC, solely for our CCTV system this would then enable the system to work properly and for it to be monitored from the office. We could also give the police access to the system if they require evidence rather than paying sats4u to download the evidence at a cost to PTC. Or we ask the café to install their own internet connection at a cost to them.

We also discussed a service contract, a figure of approximately £20.00 a month was talked about this would be for them to monitor the system remotely monthly for faults and carry out a site visit to check and clean the cameras every 3 months.

## Implications

The Town Council has a duty to consider the following implications:

<u>Financial</u>	No Money is budgeted for this
<u>Legal</u>	Are the café entitled to use our internet at no extra cost?
<u>Environmental and sustainability</u>	The cameras do have a shelf life which is lessened by the salt air, future costs could be incurred to replace.
<u>Crime and disorder</u>	Cctv helps prevent and solve crimes
<u>Climate</u>	

## Appendices/Background papers

**Agenda Item: 17 LA377**

**Committee: Leisure, Amenities & Environment**

**Date: 5<sup>th</sup> November 2019**

**Title: Oak Tree outside Gateway Cafe**

**Report Author: Cllr. Griffiths**

**Purpose of Report: To relocate the tree to a more appropriate place**

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**Summary of recommended actions**

1. Prune
2. Move to a more appropriate place this winter

**Introduction**

The oak tree at the front of the Gateway Cafe was planted by a former Town Mayor

**Background**

Oak trees grow up to 20-40m tall and a fully grown tree will have a substantial canopy . The roots spread out to the breadth of the canopy.

**Analysis**

If the oak tree is allowed to grow to its full potential it would overshadow the cafe and the roots could cause damage to the foundations.

To keep it at the appropriate size for the location would mean constant maintenance.

To move it to a more suitable location would avoid problems with the cafe building, reduce the cost of maintenance and allow the tree to grow to its natural height which would mean that more carbon could be absorbed.

The tree would need to be moved this winter or it would be too large to move

**Implications**

The Town Council has a duty to consider the following implications:

<b><u>Financial</u></b>	Staff time
<b><u>Legal</u></b>	None
<b><u>Environmental and sustainability</u></b>	A taller tree will absorb more water to prevent flooding. Less maintenance work
<b><u>Crime and disorder</u></b>	None
<b><u>Climate</u></b>	A larger tree will absorb more Carbon





Agenda Item: 18 LA378

Committee: leisure, Amenities and Environment

Date: 05/11/2019

Title: Sportspark fence

Report Author: Kevin Bray

Purpose of Report: To choose a contractor

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### Summary of recommended actions

1. To decide on which contractor is to carry out the works

### Introduction

On the southern boundary of the sports park the boundary fence currently 8 foot high chain link leading on to the back gardens of properties in Arundel road has been damaged by people climbing over to retrieve footballs etc, this has led to youths gathering and even sitting in the gardens drinking and causing hassle to the residents.

### Analysis

We have contacted three fencing contractors two have carried out a site visit and one has not replied  
**R J Meaker** fencing- to remove and dispose of old fence and any scrub effecting erecting the new fence and to replace one straining post and erect a new fence with all the associated fixings and wires. Total cost **£2930.67+vat**

**Caffin works**- to remove and dispose of old fence and any scrub effecting erecting the new fence and to replace one straining post and erect a new fence with all the associated fixings and wires. Total cost **£3144.54+vat**

### Implications

As no other contractors replied to our request for quotes, we only have two quotes to choose from

The Town Council has a duty to consider the following implications:

<u>Financial</u>	This is to be funded from CIL contributions
<u>Legal</u>	
<u>Environmental and sustainability</u>	Old fence to be recycled
<u>Crime and disorder</u>	To prevent youths entering gardens from the sportspark
<u>Climate</u>	

### Appendices/Background papers



## Leisure &amp; Amenities Committee – Project updates

## Month November 2019

Project	Date of agreement/ start date	Latest update on progress (monthly)	Key deadlines/ target completion dates	Date(s) of past reports and next report to Committee	Responsible lead officer and lead member for project	Costs and method of funding	Comments/ exceptions and delays and further information
Leylandii trees	November 2018	EH tree care chosen to carry out the works at full council.	Spring 2019	16 <sup>th</sup> Jan 2019	Kevin Bray	Bovis homes Money	To be completed week beginning 28/10/2019
Centenary Park play areas	February 2019	Worn out climbing ropes and nets.	April 2019		Parks Officer	LDC big park fund	Complete 06/09/2019

Lease/licences		Report to committee 05/11/2019		Nov 2019	Cllr Seabrook Town clerk		
Over-flow parking at the Centenary park	2019	Plans to be drawn up to gain permissions to cross the bridle path and erect gateways	2019		Kevin Bray	Big park	No update.
Groundsman's new accommodation	Spring 2018	Mr Poplett has estimated the new shed will be ready soon	16 <sup>th</sup> Jan 2019		Kevin Bray	L and A budget	Awaiting services to be connected to the building.
Morested tree	Sept 2019	tree surgeon has been instructed to carry out the works	Spring 2020	Nov 2019	Kevin Bray	4171 grounds mainten ance costs	Awarded to eh tree care
Sports park fence replacement	Sept 2019	Reported to committee 05/11/2019	Dec 2019	Nov 2019	Kevin Bray	CIL	



Agenda Item: 20 LA380

Committee: Leisure, Amenities and Environment

Date: 05/11/2019

Title: work update

Report Author: Kevin Bray

Purpose of Report: To note

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Summary of recommended actions

1. To note

Introduction

This is a list of work undertaken by the groundstaff and Handyman since the last meeting, these works do not include mowing, litter bin emptying, litter picking and strimming etc.

Please note due to holidays, long term staff sickness and the weather we have been concentrating on everyday tasks and getting the pitches ready for the weekends

Groundstaff/ Handyman

- Finally Installed new bus shelter (delays due to delivery issues)
- End of season bowls works and seeding
- Painting old bus shelters
- Bench repairs

