



# Longridge Town Council

## Estates Executive Committee - Agenda

You are hereby summoned to attend the Estates Executive Committee of Longridge Town Council on Wednesday 27 November 2024 at 2:00pm in the Station Buildings, Berry Lane, Longridge.

**1. Welcome by the Chair.**

**2. To receive apologies.**

**3. Declarations of interests.**

Councillors are responsible for declaring any personal / prejudicial or disclosable pecuniary interest pertaining to matters on this agenda.

If the personal interest is a prejudicial interest or there is a disclosable pecuniary interest, then the individual member should not participate in a discussion or vote on the matter and must withdraw from the meeting and not seek to influence a decision unless a dispensation request has been submitted in writing.

**4. To consider and approve the minutes of the 30 October 2024 meeting.**

**5. Public Participation.**

This 30-minute session (time limit of three minutes per item/per person) provides members of the public an opportunity to indicate interests in an agenda item and put questions to the Executive Committee. Such questions may be answered after the meeting or become an agenda item at a future Executive Committee meeting.

### ITEMS for DECISION/DISCUSSION

**6. Longridge Heritage Centre Trust – Licence Review.**

Report of the Clerk (enclosed) for members to consider comments provided by LHCT on a revised Licence Agreement.

### ITEMS for INFORMATION/DISCUSSION

**7. Longridge Environment Group.**

Report of the Clerk (enclosed) for members to consider how the Town Council and the Longridge Environment Group could work together to make the town better for people and nature.

**8. Appointment of a New Cleaning Contractor – Update.**

Verbal update from the Clerk.

**9. Updates on Actions from Previous Meetings.**

Report of the Clerk (enclosed) updating members on actions from recent Estate Meetings.

**10. Consideration of matters not on the agenda.**

An opportunity for members and the Clerk to provide updates, raise matters and suggest agenda items for future meetings.

**11. Schedule of Future Meetings.**

**Estates Committee:**

To be confirmed

**Full Council:**

Wednesday 11 December 2024 at 7.00pm

*Mike Hill*

*Clerk and Responsible Financial Officer to Longridge Town Council.*

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Longridge Town Council  
Council Offices  
The Station Building  
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Town Council

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## Mission Statement

Endeavour through foresight and leadership, to enhance quality of life for residents and visitors.  
Working to enrich and nurture opportunity to protect and improve the built and natural environment and improve community pride.

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# Longridge Town Council

## Estates Executive Committee – Draft Minutes

<b>Date:</b>	30 October 2024		
<b>Place:</b>	Station Buildings, Berry Lane, Longridge.		
<b>Present:</b>	Councillors: L. Jameson (Chair), P. Smith, R. Walker, N. Stubbs and J. Rogerson.		
<b>In attendance:</b>	Town Clerk.		
<b>Meeting started:</b>	14:00	<b>Meeting closed:</b>	14:50

### 241030/

#### 1. WELCOME BY THE CHAIR.

The Chair welcomed everyone to the meeting.

#### 2. APOLOGIES FOR ABSENCE.

Apologies for absence were accepted from Cllr. Jackson.

#### 3. DECLARATIONS OF DISCLOSABLE PECUNIARY AND OTHER REGISTRABLE AND NON-REGISTRABLE INTERESTS AND WRITTEN REQUESTS FOR PECUNIARY INTEREST DISPENSATION

Cllr. Jameson expressed interest in Agenda Item 12 - Cleaning Contractor.

#### 4. APPROVE THE MINUTES OF THE COUNCIL MEETINGS HELD ON 28 AUGUST 2024.

The minutes were agreed as a correct record and signed by the Chair.

#### 5. PUBLIC PARTICIPATION.

There was no public participation.

#### 6. LONGRIDGE HERITAGE CENTRE TRUST (LHCT)

The Clerk submitted a report asking members to approve a revised Lease Agreement and agree an annual license fee and licence period.

Members were reminded that the Clerk submitted a report to the 28 August 2024 Estates Committee regarding a LHCT Licence Agreement. At that meeting, it was resolved that the Clerk would submit a revised version of the Licence to the next meeting of the Estates Committee, which would address the matter of 'In Perpetuity'. A revised Licence Agreement was shown in Appendix 1 and 1a of the report.

#### RESOLVED THAT COMMITTEE:

- a. Approve the revised License Agreement as shown in Appendix 1 and 1a to the report.
- b. Agree to set a licence fee of £4,000 per year, to be reviewed annually.
- c. Agree to consider annual grant requests from LHCT, one of which could be submitted to off-set the annual licence fee.
- d. Agree a license period of three years, after which the Town Council would allow the lease to run on, unless terminated by either party on giving the other party a minimum of six months' notice in writing.
- e. Request the Clerk to contact LHCT and ask them to consider the Council's proposals.

## 7. PROPOSED COMMUNITY GARDEN - UPDATE.

The Clerk submitted a report updating members on the proposed Community Garden Project.

It was noted that on 30 October 2024, Cllrs. Jameson, Walker, Smith and Rogerson met with the Contracts Manager from LCC's Asset Management Service, to discuss a 'drainage issue'.

RESOLVED THAT COMMITTEE:

- a. Request the Clerk to contact LCC regarding any actions LCC might undertake after the site visit.
- b. Agree that the Committee would consider making a financial contribution to any drainage work that may be required

## 8. UPDATE ON ACTIONS FROM PREVIOUS MEETINGS.

The Clerk submitted a report updating members on actions from recent Estate Meetings.

RESOLVED THAT COMMITTEE:

Note the update.

## 9. CONSIDERATION OF MATTERS NOT ON THE AGENDA.

RESOLVED THAT COMMITTEE:

- a. Request Cllr. Jameson to investigate the possibility that the funds allocated to the Townley Gardens project could be diverted to funding improvements to the Civic Hall, if it became apparent that the Townley Garden project was not going forward.
- b. Agree to defer the purchase of new benches and picnic tables for Townley Gardens, until there is clarity on the UKSPF project.

## 10. ALLOTMENTS – RENTAL REVIEW

The Clerk requested members to consider the allotment rental charges for 2025 and the date the invoice should be issued.

RESOLVED THAT COMMITTEE:

- a. Approve an increase of 5% on the current allotment charge.
- b. Agree to send the invoices out in March 2025.
- c. Request the Clerk to invite existing allotment holders to a meeting.

## 11. SCHEDULE OF MEETINGS.

The next meeting is scheduled for 27 November 2024.

### EXCLUSION of the PRESS and PUBLIC.

RESOLVED THAT COMMITTEE:

Approve that the public and press be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of confidential information as defined in Schedule 12 of the Local

## 12. APPOINTMENT OF A CLEANING CONTRACTOR.

RESOLVED THAT COMMITTEE:

Request the Clerk to invite two of the potential contractors to a meeting of the Estates Committee to discuss their proposals and to consider if they would work together.

**SIGNED BY CHAIR FOR THE MEETING:**

**DATE:**

A signed copy is on file.

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### Mission Statement

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# Agenda Item 6

## For Decision/Discussion

<b>Meeting:</b>	<b>Estates Executive Committee</b>
<b>Meeting Date:</b>	27 November 2024
<b>Title:</b>	Longridge Heritage Centre – Licence Agreement
<b>Submitted by:</b>	Clerk and Responsible Financial Officer

### 1. Purpose of the report.

Report of the Clerk (enclosed) for members to consider comments provided by the Longridge Heritage Centre Trust (LHCT) on a revised Licence Agreement.

### 2. Background.

Members will recall that the Clerk submitted a report to the 30 October Estates Committee meeting, requesting members to consider a revised Licence Agreement for the LHCT.

At that meeting it was resolved that the Clerk contact LHCT and ask them to consider the Committee's resolutions from that meeting, which are set out below:

RESOLVED THAT COMMITTEE:

- a. Approve the revised License Agreement as shown in Appendix 1 and 1a to the report.
- b. Agree to set a licence fee of £4,000 per year, to be reviewed annually.
- c. Agree to consider annual grant requests from LHCT, one of which could be submitted to off-set the annual licence fee.
- d. Agree a license period of three years, after which the Town Council would allow the lease to run on, unless terminated by either party on giving the other party a minimum of six months' notice in writing.

### 3. LHCT's Comments on the Committee's Resolutions.

LHCT agree to the Licence Agreement in principle, subject to seeing a revised version that addresses the following points.

#### a. License Agreement.

Page 3, Section 1.9 'The Licensee's Voluntary Services':

Remove section 1.9 from the licence. LHCT is no longer responsible for maintaining the garden areas and other outside space at the building.

Page 3, Section 2 **THE LICENCE**

Remove 'and the Licensee's Voluntary Services' (lines 6-7). Not relevant.

#### b. Agree to set a licence fee of £4,000 per year, to be reviewed annually.

LHCT consider the proposed licence fee of £4,000 per year to be excessive, given their annual income and expenditure.

**Note:** The annual income and expenditure reported by LHCT to the Charity Commission to the end of March 2024 was: total income: £1,523 and total expenditure: £1,967.

LHCT consider that if a grant from the Town Council wasn't (for whatever reason) secured, they would be unable to cover the annual payment from existing funds, therefore making the proposed three-year licence agreement irrelevant and removing any 'security of tenure' offered to them.

Members will recall that 'security of tenure' was the initial reason LHCT requested a revised Licence Agreement.

LHCT propose a payment of £1,000 for a three-year licence, this to be payable in year one.

**c. and d.**

LHCT have no issues with these two resolutions.

**4. Members are recommended:**

- a. To consider the comments made by LHCT as set out in the Report.
  - b. If members approve the comments made by LHCT, request the Clerk to arrange for a revised Licence Agreement to be submitted to LHCT for sign-off.
- .

# Appendix 1

## LICENCE TO OCCUPY

**THIS LICENCE** is made the                      day of                      2024

**BETWEEN:**

- (1) The Town Council of Longridge of Station Buildings, Berry Lane, Longridge, Preston PR3 3JP (“the Owner) and
- (2) Longridge Heritage Centre Trust of Station Buildings, Berry Lane, Longridge, Preston PR3 3JP (“the Licensee”)

**NOW IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

In this Licence the following expressions shall have the meanings given in this clause

- 1.1 ‘The Access Areas’** means all and any of those parts of the Building the use of which is necessary to obtain access to and egress from the Designated Space and the Shared Spaces and may include a Shared Space
- 1.2 ‘The Building’** means the Station Buildings and grounds at Berry Lane , Longridge, Preston PR3 3JP
- 1.3 ‘The Designated Hours’** means Monday to Friday 10am – 2pm or any other hours during which the Licensee deems it necessary to conduct the Licensee’s Activities in the Designated Space and the Shared Spaces
- 1.4 ‘The Designated Space’** means those parts of the Building shown edged and hatched red on the attached plan comprising:
  - The Licensee’s office within which all freestanding furniture and equipment is owned by the Licensee
  - Archive Room 1 within which the server cabinet is used exclusively by the Licensee and is the responsibility of the Licensee
  - Archive Room 2

**1.5** ‘**The Shared Spaces**’ means those parts of the Building which the Licensee is entitled to share with the Owner, its employees and officials and anyone invited or otherwise authorised by the Owner to be in the Building and which are edged and hatched green on the plan namely:

- The Kitchen in which the fridge is owned by the Licensee
- The Corridor in which the display boards, glass cabinets, cupboards, carousel and bookcases are owned by the Licensee
- The Conference Room in which the display boards are owned by the Licensee and the tables and chairs are available for use by the Licensee as and when necessary
- The Toilets

**1.6** ‘**The Licence Fee**’ means the sum of £ \_\_\_\_\_ per year payable on the signing of this agreement and on the \_\_\_\_\_ of \_\_\_\_\_ every year after that

**1.7** ‘**The Licence Period**’ means the period commencing on \_\_\_\_\_ 2024 and ending:

- (a) no later than the expiration of a period of ..... therefrom or
- (b) the date on which the Licensee’s rights are determined in accordance with Clause 4 hereof

whichever is the earlier

**1.8** ‘**The Licensee’s Activities**’ means advancing the involvement and education of the public in the historical heritage of Longridge and its surrounding villages, in particular by:

- (a) collecting and preserving artefacts and documents relating to the area within a safe and secure permanent home
- (b) maintaining an up to date on-line photographic archive for Longridge.
- (c) collecting and publishing associated information, including oral and written records.
- (d) providing an educational resource by staging exhibitions, talks and other events.

**1.9** 'The Licensee's Voluntary Services' means maintaining the garden areas and other outside space at the Building

**1.10** 'The Utilities' means gas, electricity, water and other items as agreed to be provided from time to time by the Owner to the Licensee the costs of which are inclusive in the Licence Fee but 'The Utilities' does not include the Licensee's telephone line and broadband aconnection and its Public Liability, Products Liability, Pollution Liability and Employer's Liability insurance

## **2. THE LICENCE**

In consideration of the payment of the Licence Fee by the Licensee to the Owner and in consideration of the benefit to the Owner and of the Building of the Licensee's Activities and the Licensee's Voluntary Services the Owner gives the Licensee the right for the Licence Period and during the Designated Hours to use the Designated Space and in common with the Owner and all others authorised by the Owner to use the Shared Spaces for the purpose of the Licensee's Activities and the Licensee's Voluntary Services and the right to use the Access Areas for access to and egress from the Designated Space and the Shared Spaces together also with the right to use the Toilets SUBJECT TO to the right of the Owner and the proprietor for the time being of the Old Station Café of access to archive room 2 for access to the gas and electric meters and the central heating boiler which serve the Building by prior arrangement (except in an emergency) with the Licensee

## **3. THE LICENSEE'S UNDERTAKINGS**

**3.** The Licensee agrees and undertakes with the Owner (on the understanding that any undertaking by the Licensee not to do an act or thing shall be deemed to include an obligation not to permit such act or thing to be done) as follows:-

- (a) to keep the Designated Space and the Shared Spaces (after use) as well as the Kitchen clean and tidy and clear of rubbish
- (b) not to obstruct the Access Areas
- (c) to PAT test the equipment in the Licensee's office
- (d) not to use the Designated Space or the Shared Spaces in such a way as to cause a nuisance damage, disturbance, annoyance, inconvenience or interference to the Owner its employees and officials and anyone invited or

otherwise authorised by the Owner to be in the Building.

- (e) to dispose of any rubbish only in the bins provided for that purpose
- (f) not to do anything that will or might constitute a breach of any statutory requirement affecting the Owner or the Building or that will or might wholly or partially vitiate any insurance effected in respect of the Building
- (g) to indemnify the Owner and keep the Owner indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this Licence, the rights given by it or any breach of any of the Licensees undertakings contained in this clause
- (h) to observe any rules and regulations the Owner makes and notifies to the Licensee from time to time governing the Licensee's use of the Designated Space the Shared Spaces and the Access Areas.
- (i) not in any way to impede the Owner or its officers, employees or agents in the exercise of their rights or the Owner's possession and control of the Building and every part of it including the Designated Space and the Shared Spaces
- (j) in relation to arranging bookings of the Meeting Room to acknowledge that the use of the Meeting Room by the Owner takes priority to its use by the Licensee

#### **4 THE OWNER'S UNDERTAKINGS**

**4** The Owner agrees and undertakes with the Licensee (on the understanding that any undertaking by the Owner not to do an act or thing shall be deemed to include an obligation not to permit such act or thing to be done) as follows:-

**4.1** to maintain and repair the boilers and heating systems, electrics, alarm system, fire alarms and equipment, CCTV and lighting in the Building

**4.2** to use its best endeavours to provide the Utilities to the Licensee throughout the duration of this Licence PROVIDED ALWAYS that the Owner shall not be liable to the Licensee nor shall the Licensee have any claim against the Owner in respect of any interruption in any of the Utilities by reason of necessary repair or maintenance of any installations apparatus or damage thereto or destruction thereof by any cause beyond the Owner's control or by reason of mechanical breakdown or otherwise.

**4.3** to maintain and replace when necessary the kitchen units and the plumbing installations in the Kitchen

**4.4** To decorate the Licensee's office and replace the flooring as and when necessary

**4. GENERAL**

**4.1 Determination**

Without prejudice to the Owner's rights in respect of any breach of the undertakings contained in Clause 3, this agreement will come to an end:

**4.1.1** immediately on notice given by the Owner at any time following any breach by the Licensee of its undertakings contained in Clause 3 or

**4.1.2** on the expiry of a period of .....from the date hereof whichever is the sooner.

and on termination of this agreement the Licensee shall surrender the Designated Space to the Owner by delivering the keys to the Owner and in the same condition as it was at the date hereof (reasonable damage by wear and tear excepted)

**4.2 Assignment prohibited**

The benefit of this Licence is personal to the Licensee and not assignable.

**4.3 Warranty excluded**

The Owner gives no warranty that the Designated Space or the Shared Spaces are legally or physically fit for the purpose specified in Clause 2.

**4.4 Liability excluded**

The Owner is not to be liable for the death of or injury to the Licensee its volunteers or any of his employees or for damage to any property of his (real or personal) or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability by him in the exercise or purported exercise of the rights granted by this Licence

**4.5 Notices**

All notices given by either party pursuant to the provisions of this Licence must be in writing now to be sufficiently served if delivered by hand or sent by registered post or recorded delivery to other party at its last known address.

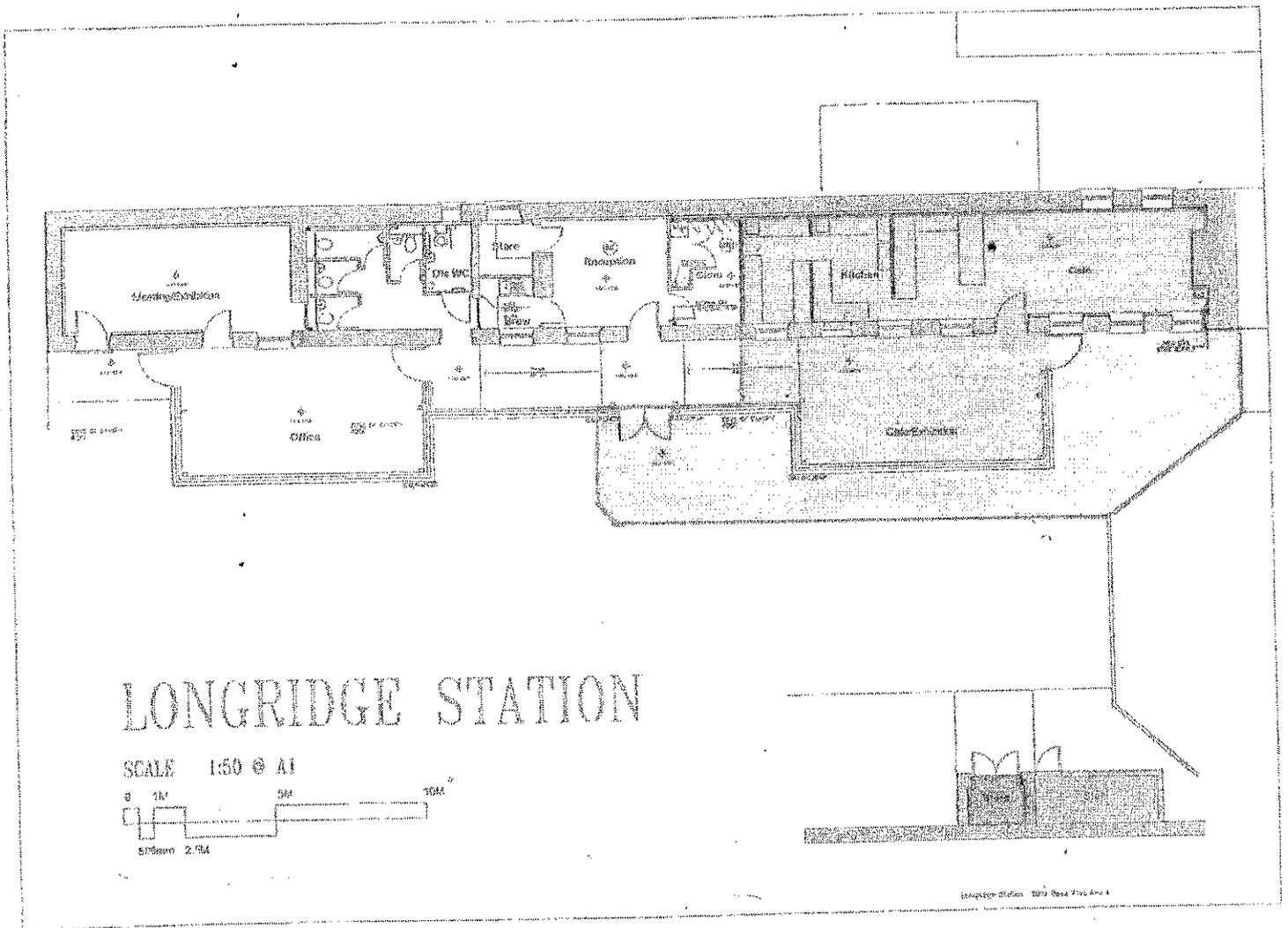
IN WITNESS whereof the owner and the Licensee have executed this Licence as a Deed the day and year first before written

Signed as a Deed etc

Signed as a Deed etc

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# Appendix 1a





<b>Meeting:</b>	<b>Estates Executive Committee</b>
<b>Meeting Date:</b>	27 November 2024
<b>Title:</b>	Longridge Environmental Group
<b>Submitted by:</b>	Clerk and Responsible Financial Officer

### 1. Purpose of the report.

For members to consider how the Town Council and the Longridge Environment Group could work together to make the town better for people and nature.

Members should note that a representative of the Longridge Environment Group has requested to speak at the meeting. The link below provides background information on the group. <https://longridgeeg.wordpress.com/>

### 2. Members are recommended:

To welcome the representative from the Longridge Environment Group and consider how the Town Council and the Group could work together.

# Agenda Item 9

## For Information



<b>Meeting:</b>	Estates Executive Committee
<b>Meeting Date:</b>	27 November 2024
<b>Title:</b>	Update on Actions from Recent Meetings.
<b>Submitted by:</b>	Clerk and Responsible Financial Officer

### 1. Purpose of the report.

To update members on actions from recent meetings.

### 2. Update on Actions from 30/10/2024 Estates Meeting.

Minute 241030/	Action	Who	Update
6	Ask Longridge Heritage Centre to consider the Council's latest a draft Licence Agreement	Clerk	Complete and ongoing
7a.	Contact LCC regarding actions LCC might undertake after the site visit to the proposed community garden	Clerk	Complete and on-going
9	Investigate if funds allocated to the Townley Gardens project could be diverted to fund improvements to the Civic Hall, if the Townley Garden project was not going forward.	Cllr. Jameson	?
10	Invite existing allotment holders to a meeting.	Clerk	Noted
12	Invite the two potential contractors to a meeting of the Estates Committee to discuss their proposals and to consider if they would work together.	Clerk	Complete and ongoing

### 3. Update on Actions from 28/08/2024 Estates Meeting.

Minute 240828/	Action	Who	Update
7	Submit a revised version of the Licence Agreement to a future meeting of the Estates Committee that amongst other things addresses the matter of 'In Perpetuity'.	Clerk	Complete
8a	Produce a report setting out work to be undertaken to improve and renovate the Remembrance Garden Area.	Clerk and Estates Comm.	Noted
9	Seek alternate cleaning suppliers and report back to the Estates Committee.	Clerk	Complete
10	Remove the action relating to the installation of vinyl's on the Conference Room windows.	Clerk	Complete
13	Inform the Café Landlord about a rent review.	Clerk	Complete

**4. All actions from the meetings shown below are complete.**

- 24/06/2024

**5. Members are recommended:**

To note the report, the ongoing actions and actions not yet completed.