



# Longridge Town Council

## Estates Executive Committee - Agenda

You are hereby summoned to attend the Estates Executive Committee of Longridge Town Council on Wednesday 30 October 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 28 August 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 – Lease Review.**

Report of the Clerk (enclosed) for members to consider a revised Lease Agreement.

### ITEMS for INFORMATION/DISCUSSION

**7. Proposed Community Garden – Update**

Report of the Clerk (enclosed) updating members on the proposed Community Garden Project.

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

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

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

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

**10. Allotments – Rental Review.**

Verbal report of the Clerk for members to consider the rental charges for 2025 and the date the invoice is issued.

**11. Schedule of Meetings.**

**Estates Committee:**

To be confirmed

**Budget Committee:**

Wednesday 20 November 2024 at 7pm

**Full Council:**

Wednesday 13 November 2024 at 7.00pm.

Wednesday 11 December 2024 at 7.00pm

**PART 2: ITEM for DECISION/ DISCUSSION**

**EXCLUSION of the PRESS and PUBLIC.**

**The Council is asked to RESOLVE 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 Government Act, 1972.

**12. Appointment of a Cleaning Contractor.**

Report of the Clerk (enclosed), requesting members to consider the appointment of a cleaning contractor.

*Mike Hill*

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

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Longridge Town Council  
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The Station Building  
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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>	28 August 2024		
<b>Place:</b>	Station Buildings, Berry Lane, Longridge.		
<b>Present:</b>	Councillors: L. Jameson (Chair), P. Smith, and R. Walker.		
<b>In attendance:</b>	Town Clerk.		
<b>Meeting started:</b>	18:10	<b>Meeting closed:</b>	18:25

**240828/**

**1. WELCOME BY THE CHAIR.**

The Chair welcomed everyone to the meeting.

**2. APOLOGIES FOR ABSENCE.**

Apologies from Cllrs. Stubbs, Rogerson, Spencer and Jackson were accepted.

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

There were no declarations of interest.

**4. APPROVE THE MINUTES OF THE COUNCIL MEETINGS HELD ON 26 JUNE 2024.**

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

**5. PUBLIC PARTICIPATION.**

There was no public participation.

**6. STATION BUILDING SIGN**

The Clerk submitted a report asking members to consider and approve a design, layout and wording of a replacement sign for one that was damaged in late January 2024. The Report asked members to take into consideration the views of the Station Café owner.

RESOLVED THAT THE COMMITTEE:

Approve the design, layout and wording as shown in the diagram opposite.



**7. LONGRIDGE HERITAGE CENTRE LEASE.**

The Clerk submitted a report asking members to consider a request from the Longridge Heritage Centre Trust (LHCT) that the Town Council enter into a lease agreement, that would provide LHCT a level of assurance enabling them to continue to operate from the Old Station Building in perpetuity.

RESOLVED THAT THE COMMITTEE:

Request the Clerk to bring 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'.

**8. REMEMBRANCE GARDEN AREA – RENOVATION.**

The Clerk submitted a report asking members to consider the renovation of the Remembrance Garden and the area fronting the Station Café and Council 's Conference Room.

Members were reminded that some remedial work had already been undertaken, mainly on repointing paving stones, however, the garden area fronting the café and opposite the Conference Room is overgrown and the signature plants can no longer flourish. In addition, the 'top' of one of the heritage lightening columns is missing.

RESOLVED THAT THE COMMITTEE:

- a. Note that the Council had approved a budget for 2024/25 of £4,000 for the 'Maintenance of Open Spaces'.
- b. Approve the works to improve the garden area fronting the café and opposite the Conference Room and repair the heritage lights.
- c. Request the Clerk to work with members of the Estates Committee and produce a report that sets out other necessary work and submit to future meetings of the Estate and Budget Committees.

**9. ROSEMARY GLEN LTD. CLEANING SERVICE AGREEMENT.**

The Clerk submitted a report requesting members to review the current Service Agreement the Council has with Rosemary Glen Ltd.

Members were reminded that the current Cleaning Schedule had been in place since March 2023 and the Services Agreement since April 2023. The current Agreement states a monthly payment of £377.19 plus VAT for 5 hours work per week, however the Council s currently paying around £414.90 plus VAT per month.

RESOLVED THAT THE COMMITTEE:

Request the Clerk to seek alternate cleaning suppliers and report back to the Estates Committee.

**10. UPDATE ON ACTIONS FROM RECENT MEETINGS.**

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

RESOLVED THAT THE COMMITTEE:

Request the Clerk to remove the action relating to the installation of vinyls on the Conference Room windows.

**11. CONSIDERATION OF MATTERS NOT ON THE AGENDA.**

No other matters were considered.

**12. DATE OF NEXT MEETING.**

The date for the next meeting is to be confirmed.

**EXCLUSION OF THE PRESS AND PUBLIC.**

RESOLVED THAT THE COMMITTEE:

Approve that the public and press be excluded from the meeting for the next item of business on the grounds that it involves the likely disclosure of confidential information as defined in Schedule 12 of the Local Government Act, 1972.

**13. STATION CAFÉ – RENT REVIEW.**

RESOLVED THAT COUNCIL:

Request the Clerk to inform the landlord that a rent review will be taking place.

**SIGNED BY CHAIR FOR THE MEETING:**

**DATE:**

A signed copy is on file.

# Agenda Item 6

## For Decision/Discussion

<b>Meeting:</b>	<b>Estates Executive Committee</b>
<b>Meeting Date:</b>	<b>30 October 2024</b>
<b>Title:</b>	<b>Longridge Heritage Centre Licence Agreement - Review</b>
<b>Submitted by:</b>	<b>Clerk and Responsible Financial Officer</b>

### 1. Purpose of the report.

For Members to consider a revised Licence Agreement.

### 2. Background.

Members will recall that the Clerk submitted a report to the 28 August 2024 Estates Committee requesting members to consider a request from the Longridge Heritage Centre Trust (LHCT) that the Town Council enter into a Licence Agreement, which amongst other matters would provide a level of assurance that LHCT can continue to operate from the Old Station Building 'In Perpetuity'.

At that meeting it was resolved that the Clerk bring a revised version of the Licence Agreement to a future meeting of the Estates Committee that addressed the matter of 'In Perpetuity'. This revised Licence Agreement is shown in Appendix 1 and 1a.

### 3. Members are recommended:

- a. To review the revised Licence Agreement.
- b. Approve it or request additional changes.

If it is approved:

- c. Set an annual License Fee
- d. Set a Licence Period.
- e. Nominate a Council Member who will sign the Licence Agreement on behalf on the Town Council.

# 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 INTERPRETATON**

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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# Agenda Item 7

## For Information



<b>Meeting:</b>	<b>Estates Executive Committee</b>
<b>Meeting Date:</b>	<b>30 October 2024</b>
<b>Title:</b>	<b>Update on Proposed Community Garden Project.</b>
<b>Submitted by:</b>	<b>Clerk and Responsible Financial Officer</b>

### 1. Purpose of the report.

To update members on matters relating to the Communities Garden Project.

### 2. Background.

Members will recall that at the Full Council Meeting on the 9 October they requested the Clerk to contact LCC and ask them to consider:

- a. Extending the lease period to five years.
- b. Reinvestigating the longstanding drainage issue.
- c. Granting permission to allow representatives of the Town Council to enter the site.

### 3. Updates.

#### **Extending the lease period of the plot to 5 years.**

LCC has confirmed it will not grant the lease for a term of five years. Members should note that the three-year term LCC were originally proposing may need to end in time for the start of the school term in September 2027. Therefore, any term that LCC grant the lease for will potentially end on 31 August 2027. (A new Heads of Terms has been provided which reflects this change).

LCC have also stated that assuming they don't need possession on 31 August 2027, they will allow the lease to run on unless terminated by either party on giving the other party a minimum of six months' notice in writing.

#### **Visiting the site and investigate the longstanding drainage issue.**

Mark Hodges, LCC's Contracts Manager from the Asset Management Service, (who dealt with the drainage issue previously) is visiting the site with members of the Estates Committee on 30 October. Members should note that, as far as LCC are concerned, the drainage of the land under consideration for the Community Garden and the surface water that was running off it, has been significantly improved and LCC no longer consider it to be problematic.

#### **Granting permission to allow representatives of the Town Council to enter the site.**

LCC are reluctant to allow this, as they would need to grant the Town Council a licence seeking assurances regarding risk assessments, insurance cover and indemnities etc. LCC have however, arranged to pay for a council contractor to enter the site and remove the self-seeded trees etc.

### 4. Members are recommended:

To note the report.

# Agenda Item 8

## For Information



<b>Meeting:</b>	<b>Estates Executive Committee</b>
<b>Meeting Date:</b>	<b>30 October 2024</b>
<b>Title:</b>	<b>Update on Actions from Recent Meetings.</b>
<b>Submitted by:</b>	<b>Clerk and Responsible Financial Officer</b>

### 1. Purpose of the report.

To update members on actions from recent meetings.

### 2. 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.	On-going
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 that a rent review will be taking place.	Clerk	Complete

### 3. Update on Actions from 24/06/2024 Estates Meeting.

Minute 240624/	Action	Who	Update
6	Review lease of the Longridge Heritage Centre Trust.	Clerk	Complete
7	Seek approval for sign designs and quotes for new signs and installation.	Clerk	Complete

### 4. Members are recommended:

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