

MEETING TO REACH A COMMON UNDERSTANDING OF THE TERMS OF THE HUB LEASE: 20 APRIL 2017

Present: Sarah Adam(Clerk) and Cllr Julie Norman representing the Parish Council, together with Cllrs John Travis and Jose Hales representing the Hub Management Group.

Parish Council's Use of the upstairs meeting Room

The lease says (Schedule 5; 1.1.1):

“the Landlord (*ie the Parish Council*) shall occupy the Parish Office and Meeting Room as a licensee.....”

This is clarified as the large office upstairs with the addition of the meeting room accessed via the connecting door. Thus the Parish Council will have the use of the upstairs meeting room as of right for all Monday evenings (7 – 11pm), with the exception of Bank Holidays when the Parish Council will have use of it on the Tuesday evening following the Bank Holiday. The Clerk will notify the Hub of any Monday evenings when a Parish Council meeting will not be held.

The Parish Council has the right to use the upstairs meeting room at all other times so long as the room is booked and it does not conflict with any paid lettings.

Council meetings held in any other room or space in the Hub, will be charged to the Parish Council at a rate midway between the community and non-community rates. The charge applies even if it is a Monday evening meeting held in a different room.

Councillors will be given guidance on how to secure a room for informal meetings or Working Parties as follows:

Booking meeting rooms for Council Business

The large upstairs meeting room at the Hub can be used without charge for Council business other than weekly Parish Council meetings subject to it not being required by the Hub MG for a paid letting. It must be pre-booked with the Hub Centre Manager via centremanager@melbournhub.co.uk Please copy the Parish/Assistant Clerk into your booking e-mail so that the Clerks she is are aware of any meetings taking place.

If the upstairs room is not available, please try to hold your meeting elsewhere because the Council will be charged for use of any other room. If that is not possible or you have reasons for holding the meeting in a public rather than private space, please discuss with the Clerk or Assistant Clerk. Cllrs cannot book rooms themselves for which a charge will fall to the Parish Council.

The Clerk and Assistant Clerk will continue to be responsible for booking rooms for meetings which they will be attending.

License Fee

The lease says (Schedule 5; 2.1.1):

“[The Landlord agrees and undertakes] To pay to the Tenant the licence fee of £9580 or such other amount as may be agreed in writing by the Landlord and Tenant from time to time payable without any deduction in advance on 1 January of each year.”

Thus the lease allows for the licence fee to increase over time subject to mutual agreement. It now stands at £12,775.

Those present agreed that the licence fee would not be further increased during the time that the Hub Management Group is seeking a grant from the Parish Council to help offset running costs.

Once the grant is no longer needed, consideration will be given to increasing the Licence fee in line with increase in utility costs, etc.

Those present noted that the Parish Council pays £35 per day for the agreed use of the spaces described above under the Licence Fee and for that it receives:

- Use of the Parish Office
- Use of the large upstairs meeting room as set out above
- Cleaning services
- Provision of utilities including telephones and broadband
- Security

It was noted that the location of the Parish Office in the centre of the village means it is accessible to parishioners.

Division of responsibility for maintenance and replacement

The **Landlord (the Parish Council)** owns the fabric of the building and everything in it except for consumables used in the kitchen. The Landlord’s responsibilities are set out in Schedule 4, Section 2 (Repair and Maintenance) of the lease:

- 2.1 To keep the exterior in good repair, condition and decorative order
- 2.2 To redecorate the exterior as often as shall be reasonably necessary.
- 2.3 To keep the conduits¹ in good repair and working order
- 2.4 To keep such parts of the premises as are not built upon properly surfaced and in good repair or, where applicable, properly cultivated and maintained

¹ Conduits refers to a range of things as specified in the lease including the heating, plumbing and electrical systems.

The tenant (the Hub Management Company) has a number of responsibilities (Schedule 3, Section 3 (Repair and Decoration) *including* the following:

- 3.1 to keep the interior in good repair, condition and decorative order
- 3.2 to redecorate the interior as often as shall be reasonably necessary.....

The Hub MG also has responsibility for the maintenance and servicing of equipment it uses in the pursuit of its business operations. This does not include equipment that forms part of the building systems or utilities. A list of equipment it uses will be included in the Business Plan. When any equipment reaches the end of its life, the Landlord will replace it.

The Parish Council's Assets Working Party will develop a maintenance programme for the fabric of the Hub and conduits.

Income from Solar Panels

Income from the Solar Panels (about £1050.00 Gross per annum) is paid to the Hub Management Group. It is used to defray the cost of utility bills. The MG cleans the solar panels.