

RAYLEIGH WINDMILL

1 SUMMARY

This is the final meeting of this Sub-Committee and the report advises Members on the development of the sensory garden, implementation of management arrangements of the Windmill and setting the official opening date. The report also provides information on the issue of applying for a wedding licence for the Windmill.

2 INTRODUCTION

- 2.1 Work has been ongoing to develop the future management arrangements and deliver a programme of events to keep the project in the media and hence the public eye.
- 2.2 A bid for a further £100,000 was submitted to Thames Gateway South Essex in September 2005, for fitting out of the exhibition space and the museum.
- 2.3 Initial enquiries have been made about the requirements for a wedding licence for the building.

3 FUTURE MANAGEMENT ARRANGEMENTS

- 3.1 Since the last meeting, a working group has met to discuss the future developments. Officers met with the Rayleigh Historical Society, National Trust and the Essex Museums Service, to discuss development of the collections policy for the museum and sorting of the existing collection into themed exhibits. This work is ongoing. Space has been arranged for the Historical Society to sort through their materials by the Council's Economic Development Officer, in an industrial unit on the Brook Road Estate in Rayleigh.
- 3.2 As stated in the last report, it is difficult to foresee an opening of the museum with any substantive exhibition in April 2006. In addition, with the possible sculpture developed for the sensory garden, it is considered that a formal opening should ideally be now set for 1 June 2006. This will not affect the ongoing programme of events prior to the formal opening.
- 3.3 The management agreement has now been agreed by all parties and the Management Group has arranged its first meeting for April 2006. The agreement sets out roles and responsibilities of the various parties, to ensure that clarity exists, although it is clear that Rochford District Council is the lead on all issues.

-
- 3.4 The lead officer of the Management Group, The Council's Leisure Client Manager, will report to Committee on no more than a twice yearly basis.
- 3.5 A stewards information pack has been produced, giving guidance, advice and procedures to be adopted when stewarding at the Windmill. Volunteers will be asked to attend a short training session run by RDC Officers, to ensure that they are aware of their responsibilities in this role.
- 3.6 Maintenance of the building has been built into the Council's Revenue programmes and a programme of regular inspection of the building and inspection following lettings, has been put in place.
- 3.7 Holmes Place hold a set of keys in The Mill Arts and Events Centre and these can only be issued to those people contained on a list produced by the Council which includes members of the National Trust and Historical Society of Rayleigh.
- 3.8 Risk assessments for the operation of the building have been produced by the Council's Health and Safety Officer, who has also taken advice from other authorities on the operation of this unusual venue. Numbers of stewards and numbers of visitors within the building have been set and agreed.
- 3.9 A new licence agreement has been drafted for the Historical Society of Rayleigh, to replace the old lease which has been formally terminated. A copy of this licence is included for Members' information as Appendix A.

4 NATIONAL TRUST

- 4.1 Members have agreed, in principle, the setting up of a partnership based on the letter dated 24 June 2005. The formal partnership agreement has been drafted, based on the original letter and is included as Appendix B.

5 LICENSING FOR WEDDINGS

- 5.1 Initial investigation for licensing has been undertaken and the result is not positive. The conditions are such that the venue must be available for regular use, the room must be able to hold a minimum of 25 people. There must be another room available for private interview of the couple by the registrars, and there must be two parking spaces available for the registrars.
- 5.2 The risk assessment prepared by the Council's Health and Safety Officer imposes a limit of 18 people on the ground floor. This is the major obstacle in terms of applying for a licence. The other issues can be overcome but this would prohibit the use of the Windmill for licensing for weddings.

6 THE SENSORY GARDEN

- 6.1 Following Members' request to open this in March 2006, works are underway for completion of the construction contract in the first week of April, with

planting commencing in April and lasting three to four weeks. As stated previously, this should be seen as the beginning of the development of this garden, not as the finished article.

- 6.2 It is anticipated that much of the work in developing the content of this garden, following its opening, will be facilitated through schools, disability groups and other community groups, to ensure continued public ownership of the garden.
- 6.3 Some sponsorship has already been agreed, which includes Rayleigh Town Council agreement.
- 6.4 A design competition has been set up jointly with the University of Essex, at South East Essex College, for Fine Art students to design a piece of sculpture in timber, provided by the Council's own woodlands team. It is hoped that this will be unveiled at an opening at the beginning of June. However, an alternative attraction will have to be found if this project is not ready.

7 A STRATEGY FOR THE OPENING OF THE WINDMILL AND SENSORY GARDEN

7.1 Further events are planned including:-

- The “Affordable Art” sale booked for April, where a number of local artists will be selling their works. This follows the successful show held in December 2005.
- Animator in Residence - Students from the University of Essex
- St Georges Day Event – 23 April
- Street Diversion - 20 May
- Fine Art - Students from the University of Essex - 25 & 26 May
- Opening of the sensory garden - 1 June 2006.
- Living Costume Exhibition - 1-6 August (part of Essex on Tour)
- Rayleigh Heritage Day - 20 August

7.2 Much work still needs to be undertaken for the educational package, museum displays and other internal detailing, before the Windmill is finally opened to the public. The Leisure Team is working with the Museums Service, Libraries, Education and other bodies, to facilitate these elements.

7.3 The use of a consultant for the design work is preferable but is subject to additional funding, for which a bid has been made to Thames Gateway South Essex (TGSE). No progress can be reported on this at this stage.

8 RISK IMPLICATIONS

8.1 Strategic Risk

The project offers the ability to realise the tourism, cultural and historical potential of this site and upgrade the area generally.

8.2 Operational Risk

The day to day management of the Windmill has now been agreed. The sensory garden still has some operational issues to be finalised, in relation to locking and unlocking. These will be resolved before the opening of the garden.

9 RESOURCE IMPLICATIONS

9.1 Negotiation of the management arrangements with the leisure contractor has been discussed at the regular partnership meeting. Key-holding arrangements for the Windmill and management of the CCTV recording system are agreed.

9.2 Clearly the appointment of a consultant cannot be made, unless a successful outcome is achieved from Thames Gateway South Essex. If this additional funding is not found, then the internal arrangements will have to be designed at a more practical level, without the consultant's expertise and with further investment by this Council. This, however, would require a one-off capital expenditure of approximately £20,000 by the Council. If the Museum is to open in June 2006 officers would need to secure an adjustment to the Capital Programme. A further report on this will be brought if the bid for grant funding is unsuccessful.

9.3 Any additional staff resource will be dependant upon the future usage of the facility, some of which would be income generating. This cannot be quantified at present. The situation will be closely monitored and further reports will be provided as necessary. Much of the workload is currently being undertaken by the Leisure Development Officer and Arts Development Officer.

10 LEGAL IMPLICATIONS

10.1 There is a legal obligation to maintain the Windmill as it is a Grade 2 listed building.

11 RECOMMENDATION

11.1 It is proposed that the Sub-Committee **RECOMMENDS**

- (1) To note progress of the development of this project and agree the strategy for opening the Windmill and Sensory Garden
- (2) That a report to the Community Services Committee be made if the grant funding for the museum is not available.

Roger Crofts

Corporate Director (Finance & External Services)

Background Papers:

None.

For further information please contact David Timson on:-

Tel:- 01702 318110

E-Mail:- david.timson@rochford.gov.uk

[illegible]

NOW IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement:

- 1.1 'The Building' means the building known as Rayleigh Windmill shown edged red on the annexed plan.
- 1.2 'The Rayleigh Windmill Management Group' will be consist of the 10 members, two of which will be representatives of the Licensee and two representatives from the Council, and will be responsible for the arrangements and responsibilities of the Building as set out in the annexed document
- 1.3 'The License Fee' means £500 per annum.
- 1.4 'The Licence Period' means the period from the first day of April two thousand and six until the date upon which the Licensee's rights under this Licence are determined.
- 1.5 'The Premises' means the First Floor of the said Building.
- 1.6 'The Permitted Hours' means the hours of [] to [] inclusive

- 1.7 'The Rights' means the right for the Licensee and its employees and agents and all persons duly authorised by it to use the Premises and access ways in the Building for the Licence period.
- 1.8 Words importing one gender include all other genders; words importing the singular include the plural and vice versa.
- 1.9 Any agreement by the Licensee not to do anything includes an obligation not to permit or suffer that thing to be done by another person where the Licensee is aware that the thing is being done.
- 1.10 Unless expressly stated to the contrary, any reference to a specific statute or to statutes generally includes any statutory extension or modification, amendment or re-enactment of it or them and any regulations or orders made under it or them.

2. LICENCE

The Council grants to the Licensee the Rights (in common with the Council and all others authorised by the Council so far as it is not inconsistent with the Rights) during the permitted hours during the Licence Period.

3. IT IS HEREBY AGREED AND DECLARED:

- 3.1 The Rights granted to the Licensee to occupy and use the Premises (in common with the Council and all others authorised by the Council) shall be deemed to include the right to hold an exhibition in the Premises, subject to the approval of the Council and Rayleigh Windmill Management Committee.
- 3.2 Except with the consent of the Council the Licence hereby granted shall not be exercised on Good Friday or Christmas Day nor on any day between the hours 11.00pm and 8.00am.
- 3.3 The exhibitions to be staged at the Premises shall generally be of a cultural

nature but may include any exhibitions by any local organisation or society not of a commercial or political character.

- 3.4 The booking and administration of exhibitions will be the responsibility of the Council.
- 3.5 Subject to the reservations mentioned in the aforementioned Clause 3.1 there will be no objection to the sale by a society or individual exhibitors of literature relating to the exhibition or to the collection of voluntary contributions by the Licensee.
- 3.6 The Council reserves the right to prohibit the holding of any exhibition at the Premises, and upon notice to this effect the exhibition in question shall be terminated forthwith.
- 3.7 The Premises shall not be used for any purpose other than the purposes for which they are licensed to be used.
- 3.8 The Council will be responsible for the maintenance and upkeep of internal and external parts of the Building. Authorised Officers of the Council will carry out regular inspections of the Building's structure and internal fixtures and arrange for maintenance works as necessary.
- 3.9 The Council will arrange for regular cleaning of the Building except for the cleaning of any exhibition displays and materials.
- 3.10 No vehicle shall stand on the access for longer than is reasonably necessary for the loading or unloading of the particular vehicle.
- 3.11 Concurrent with the granting of the Licence, the Council has entered into an agreement, subject to the Council's annual review of the agreement, with the Licensees and the Rayleigh Windmill Management Group to make an annual grant to the Licensees for the purpose of payment of the License Fee

equivalent to the sum defined herein.

4. LICENSEE'S OBLIGATIONS

4.1 ASSIGNMENT

The Licensee must not assign or sub licence the whole or any part of the Rights which are personal to the Licensee and may only be exercised by the persons mentioned in Clause 1.7.

4.2 STATE OF THE PREMISES

The Licensee must:

- 4.2.1 keep the Building clean and tidy and clear of rubbish during and arising from the exercise or purported exercise of the Rights.
- 4.2.2 not to accumulate any rubbish on or about the Premises.
- 4.2.3 not discharge any oil, grease or other deleterious substance in the drains or sewers.

4.3 NUISANCE

The Licensee must not do anything on the Building, nor exercise the Rights, in such a way as to cause damage to the Building or nuisance, annoyance, disturbance, inconvenience, injury or damage to the Council or the owners or occupiers of the adjacent or neighbouring premises and abate any nuisance on receipt of a notice requiring them to do so.

4.4 ALTERATIONS AND ADDITIONS

- 4.4.1 Not make any alterations or additions to the Premises whatsoever without the Council's written consent.
- 4.4.2 Not display any advertisement board or sign whatsoever without the Council's written consent.

4.5 STATUTORY OBLIGATIONS

The Licensee must comply in all respects with the requirements of all statutes applicable to the Premises or the exercise of the Rights.

4.6 RULES AND REGULATIONS

The Licensee must comply with any reasonable rules and regulations which the Council may make governing the use of the Premises and exercise of the Rights and of which the Council shall notify the Licensee.

4.7 LICENSOR'S RIGHTS

4.7.1 The Licensee must not impede in any way the Council or its Officers or agents in the exercise of the Council's rights of possession and control of the Premises.

4.7.2 The Licensee must permit the Council or its Officers or agents to enter and view the Premises and the arrangements for security of, and supervision and preservation of order in, the Premises.

4.8 PERMISSIONS AND NOTICES

The Licensee must obtain all permissions, licences and consents from all appropriate authorities and serve or display all notices that may be required to exercise the Rights on, at or from the Premises.

4.9 INDEMNITIES

Except to the extent that the Council may be indemnified by insurance the Licensee must keep the Council fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Licensee, or

any persons at the Premises expressly or impliedly with its authority and under its control, or the exercise or purported exercise of the Rights, or any breach or non observance by the Licensee of the obligations, conditions or other provisions of this Licence

5. INSURANCE

- 5.1 The Council will insure the Building and the Licensee must not do or omit anything that could cause any insurance policy on or in relation to the Building to become wholly or partly void or voidable, or do or omit anything by which additional insurance premiums may become payable.
- 5.2 The Council will provide fire extinguishers and such additional fire precaution equipment as may be deemed necessary by the relevant authorities shall be installed and maintained by and at the expense of the Licensees.

6. INSPECTION

The Licensee shall permit the Council and any persons authorised by it, upon giving 24 hours notice to the Licensees, to enter the Premises to examine the condition and state of repair thereof or for any other reasonable purpose.

7. OPERATIONAL OBLIGATIONS

The Licensee must:

- 7.1 during the Licence Period provide a sufficient number of attendants for the efficient supervision of the Premises and for its safety and for the preservation of order in it and in the Building and in the vicinity of it
- 7.2 not to do anything:
- 7.2.1 to injure the reputation of the Council, the Building and the Premises
- 7.2.2 to offend against any regulations of the Council or other local or public authority

7.2.3 to imperil any licence granted for the Premises

8. TERMINATION

The Rights shall be terminated:

8.1 (without any prejudice to the Council's rights in respect of any breach of the Licensee's obligations contained in clause 4) immediately on notice served by the Council at any time following any breach by the Licensee of the obligations contained in Clause 4.

8.2 If the Licensee, being a Society, shall be wound up or ceased to exist.

8.3 At the expiry of not less than three months' notice by either party to the other expiring at any time.

9. MISCELLANEOUS

9.1 Exclusion of warranty as to use

Nothing in this agreement is to imply or warrant that the Premises may lawfully be used or are physically suitable for the exercise of the Rights

9.2 Exclusion of Third Party Rights

Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it.

9.3 Exclusion of Council's liability

The Council shall not be liable for the death of or injury to or for damage to any property of or for any losses or other liability incurred by the Licensee or any person exercising the Rights or in the purported exercise of the Rights.

10. NOTICES

All notices served to the other party pursuant to the provisions of this Agreement shall be in writing and shall be sufficiently served if delivered by

hand or sent by recorded delivery to the address of the Council marked clearly for the attention of _____ or the Licensee marked clearly for the attention of _____.

- 11. NOTHING** contained herein shall be construed as creating any tenancy or legal demise or interest whatsoever in the said land other than that of a Licence

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Licensee has signed this instrument as his Deed in the presence of the person mentioned below the day and year first before written

THE COMMON SEAL of ROCHFORD DISTRICT COUNCIL was hereunto affixed in the presence of:

SIGNED as a DEED by the said

in the presence of :

SIGNED as a DEED by the said

in the presence of :

SIGNED as a DEED by the said

in the presence of :

APPENDIX B

PARTNERSHIP AGREEMENT

This document sets out the terms and arrangements for full Partnership working between the National Trust Local Committee for Rayleigh and Rochford District Council for development of facilities and services based around the Rayleigh Windmill and Rayleigh Mount Castle

1. The Rayleigh Mount National Trust Local Committee endorses the long term vision for use of the Windmill as a gateway to Rayleigh Mount, providing the restoration of the Barbican entrance proves feasible and funding is available.
2. The Rayleigh Mount National Trust Local Committee to work with Rochford District Council to agree the Mount interpretation provision within the Windmill to a design which is in harmony with the rest of the interpretation within the building.
3. The Rayleigh Mount National Trust Local Committee will contribute to the funding of the Mount interpretation on the third floor of the windmill as part of an overall interpretation strategy for the Mount to be produced in the Rayleigh Mount Conservation Plan.
4. The Rayleigh Mount National Trust Local Committee agrees to offer volunteers to provide room stewarding within the Windmill from time to time, providing sufficient volunteers are available.
5. The Rayleigh Mount National Trust Local Committee will continue with its core work of "Guardianship" type educational visits to the Mount with the three local schools.
6. The Rayleigh Mount National Trust Local Committee is prepared to consider offering historical tours of the Mount to local schools as availability of volunteer leaders allow. Tours exploring the natural history interest may be able to be provided, although damage to the wear and tear of such a small property may cause this resource to be limited and be at the discretion of the Local Committee.
7. The Rayleigh Mount National Trust Local Committee would be prepared to contribute to joint local marketing and publications providing it furthers the work of the National Trust at Rayleigh Mount.
8. The Rayleigh Mount National Trust Local Committee agrees to explore with Rochford District Council to staging of further events on the Mount and their joint marketing.

-
9. National Trust property and regional staff will continue to offer expertise and advice on archaeology, interpretation and property management of the windmill to Rochford District Council as requested and as capacity allows.

Signed

Date.....

For Rochford District Council

Signed.....

Date.....

For The national Trust Local Committee Rayleigh