

1 REFERRAL OF DECISION TO FULL COUNCIL

- 1.1 Pursuant to Overview and Scrutiny Procedure Rule 15(b) a requisition has been received in the names of Cllrs C I Black, Mrs J Dillnutt, C J Lumley, Mrs J R Lumley and R A Oatham requiring that the decision under Minute 347 (Rayleigh Grange Community Centre – Lease) of the meeting of the Executive Board held on 17 October 2007 be referred to Full Council.
- 1.2 The Minute is set out at Appendix A. A copy of the associated report to the Executive Board is set out at Appendix B. Please note that, in considering this item, the Executive Board recommended to Full Council that Cllrs Mrs M J Webster and Mrs J A Mockford be appointed to the Rayleigh Grange Community Association Governing Body. As a recommendation this was not a decision subject to the referral procedure, but will need to be determined.

Sarah Fowler

Head of Information and Customer Services

Background Papers:-

Requisition

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347 RAYLEIGH GRANGE COMMUNITY CENTRE – LEASE

The Board considered the report of the Corporate Director (External Services) on the different leases which the Council holds for various buildings and the future lease arrangements for the Rayleigh Grange Community Centre.

Responding to questions on the Community Centre, the Corporate Director (External Services) advised that:-

- Specialist reports on the condition of the electrical installation and an assessment of any asbestos containing materials were awaited as the appointed surveyor had not been able to attend the premises when anticipated.
- The lease had been previously extended by the former Policy, Finance and Strategic Performance Committee to facilitate detailed investigation.

Members recognised the sterling work undertaken by unpaid volunteers in managing the Grange Community Centre, which was a well used local facility. The Board was mindful of the value of taking an approach that would be fair to the Centre and to other similar buildings. On a motion, moved by Cllr Mrs M J Webster and seconded by Cllr M G B Starke, it was:-

Resolved

- (1) That the Rayleigh Grange Community Centre lease be extended on the present terms and conditions for an initial six months to ensure and enable repair works of an urgent nature to be carried out and completed and appropriate safety certification with respect to fabric and services of the building to be presented to the Council.
- (2) That, on satisfactory completion of the works identified in (1) above, the lease be extended on the present terms and conditions for an additional six months to enable less urgent repair works to fabric of the building, after which time the Council will expect the building to have been brought up to such a condition as is reasonable to expect under the terms of a "full repairing lease".
- (3) That at the end of this twelve month period of grace the Council enter into negotiations with the leaseholders in order to agree a new lease. In addition, the Council to take the opportunity presented by this period to review its entire lease arrangements with a view to bringing them in line with one another to ensure that a fair and equitable arrangement for all leases shall exist right across the District. (CD(ES))/(HLS)

It was further:-

RECOMMENDED to Full Council that Cllrs Mrs M J Webster and Mrs J A Mockford be appointed to the Rayleigh Grange Community Association Governing Body. (CD(ES))/(HLS)

RAYLEIGH GRANGE COMMUNITY CENTRE – LEASE

1 SUMMARY

- 1.1 This report outlines the different leases which the Council holds for various buildings and land and invites Members to determine the future lease arrangements for Rayleigh Grange Community Centre

2 BACKGROUND

- 2.1 A report on the renewal of the lease for this building was considered at the meeting of the former Policy Finance and Strategic Performance Committee on 19 April 2007. The lease was due to expire in July 2007 and has been carried over until July 2008 to enable further consideration of the way forward.

- 2.2 Following consideration of that report, a structural condition survey was requested. A full copy of the Surveyor's report has been placed in the Members' Library. It concludes that the building is generally sound; however, a number of matters needing attention now or in the foreseeable future have been identified, including:-

- A number of loose and defective roof tiles
- Renewal of jointing to the ridge tiles where loose
- Renewal of the front valley gutter
- Renewal of rear flat roof felt covering
- Repairs to kitchen skylights
- Repairs to tank room slats and doors
- Repairs to tiled cills
- Replacement of some bricks around damp proof course
- Repair of defective cement to front panel
- Repairs to wood block floor in main hall
- Replacement of the emergency lighting system
- Replacement of two metal water storage tanks

These works are likely to cost in excess of £21,000.

- 2.3. On the recommendation of the appointed surveyor, specialist reports on the condition of the electrical installation and an assessment for any asbestos

containing materials are being obtained. Any further matters requiring attention which may come to light from these inspections will be reported to the Board.

- 2.4. The Committee considered whether there should be greater alignment of the Council's leases for various buildings, with the objective of securing an even approach to letting, rentals and responsibilities for repair across the District. The Grange Community Centre was let on a 20-year, full repairing lease in 1987 at an annual rental of £50. The community management organisation that is responsible for operation and maintenance of the centre receives no grant from the Council. The Council currently has only four buildings leased to community organisations.

- Rayleigh Grange Community Centre
- Day Centre, Back Lane, Rochford District Council
- CAB offices, Back Lane, Rochford District Council
- Rochford Town Sports and Social Club, Rochford Recreation Ground

A comparison of the lease provisions is set out at Appendix 1, together with details of leases in respect of various recreational land, car parks, etc., which are leased to community organisations.

3 DISCUSSION

- 3.1 As can be seen, the leases for the Council's buildings and land vary in rent, length and the arrangements for maintenance. This may reflect the way in which they came into being, practical considerations and the preferences of the Council and the organisations concerned at the time.
- 3.2 The Rayleigh Grange Community Centre Trustees have had full responsibility for the operation and maintenance of the building for 20 years, during which time it has developed as a well used local community facility. The Trustees have stated that they have invested over £190,000 in improvements and repairs over that period. The technical reports confirm that the building is generally sound and in a condition which is appropriate for its age but that certain components are now nearing the end of their operational life and need renewal, as indicated above.
- 3.3 The Trustees have indicated that they would prefer to continue with the current arrangements whereby they are responsible for operating and maintaining the building, and that they have a lease of sufficient length to give certainty about future operations, lettings and to encourage a continued sense of community ownership. They have indicated that any significant increase in rent, without a compensating grant, would make continued community use no longer viable.

- 3.4 The Head of Legal Services advises that the terms of the current lease provide for the Trustees to bear responsibility for the repair and maintenance of the building and its services. Therefore, if the Board is minded to grant a further lease it should be on condition that the repairs which have been identified are carried out by the Trustees at their expense, within an appropriate time. The rent of £50 p.a. is currently far below the commercial rate and this was probably intended to reflect the repairing responsibilities and the delivery of the Council's community objectives when the project was started.
- 3.5 The Council currently arranges for the building insurance and this has led to complications in dealing with claims in the past. If the Board resolves to grant a further lease, then the responsibility for insuring the building should be transferred to the Trustees.
- 3.6 The Board may wish to consider the nomination of two Council representatives to the Community Association's governing body, which is provided for in their Constitution, but which has not happened for several years.

4 RISK IMPLICATIONS

- 4.1 Unless lease terms are agreed with the Trustees, there is a risk that the Community Centre will cease to operate. The Council does not have the resources to operate the facility itself.
- 4.2 Without representatives on the governing body, there is a risk that the Centre could at some time be operated in a way which is not in accordance with the Council's objectives.

5 RESOURCE IMPLICATIONS

- 5.1 If the Council takes back responsibility for repair and maintenance of the Community Centre, it is likely to cost at least a similar amount to that currently invested by the Community Association, around £10,000 pa., and this is a course of action that cannot be recommended.
- 5.2 The current rent of £50 pa is very low, although no grant is paid to the Community Association and the centre is operated for community use. To bring the rent into closer alignment with, say, Rochford Sports and Social Club, a rent of £4,000 pa could be considered, having regard to the different sizes of the two premises.
- 5.3 To help reduce the impact on the Community Association, any rent rise which may be agreed could be staged.

6 PARISH IMPLICATIONS

- 6.1 The Centre is in the Rayleigh Town Council area.

7 RECOMMENDATION

7.1 It is proposed that the Board **RESOLVES**

- (1) That a further 21-year full repairing lease be granted in respect of Rayleigh Grange Community Centre, at an annual rent of £1,000 for the year commencing July 2008, £2,000 from July 2009, £3,000 from July 2010 and a maximum of £4,000 per annum from July 2011, subject to five-yearly rent reviews thereafter.
- (2) That, if a further lease is granted the Association is required to insure the building with Rochford District Council's interested noted on their policy.
- (3) Whether to appoint two nominees to the Association.

Graham Woolhouse

Corporate Director (External Services)

Background Papers:-

Schedule of Condition report by W.G. Edwards Surveyors Ltd., August 2007.

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APPENDIX 1

LESSEE	ADDRESS	CURRENT RENT	TERM	2007/08 RDC GRANT	LESSEE RESPONSIBILITIES
Trustees of Rochford Old Persons' Welfare Centre	Day Centre, Back Lane, Rochford (Total floor area approx. 170 square metres)	£8,800 pa	21 years (until 2015)	£3,500	Internal decorations
Rochford & Rayleigh Citizens Advice Bureau	Premises, Back Lane, Rochford (Total floor area approx. 61.5 square metres)	£5,150 pa	21 years (until 2015)	£79,000	Internal decorations
Rochford Town Sports and Social Club	Part of Pavilion, Recreation Ground, Rochford (Total floor area approx. 157 square metres)	£1,000 pa	7 years (until 2008)	None	Full repairing responsibility and insurance
Trustees of Rayleigh Grange Community Centre	Community Centre, Little Wheatley Chase (Total floor area approx. 719 square metres)	£50 pa	20 years (until 2007) (carried over for 12 months)	None	Fully repairing responsibility

LESSEE	ADDRESS	CURRENT RENT	TERM	2007/08 RDC GRANT	LESSEE RESPONSIBILITIES
Trustees of Hockley Community Centre	Car Park adjacent to Centre	£700 pa	28 years (until 2009)	None	Repair and maintenance of fixtures, fittings, drains, etc. Fencing along northern boundary. Fair proportion of repair costs of facilities jointly used with RDC.
	Playing Field adjacent to Centre	£700 pa	28 years (until 2009)	None	
Trustees of Hullbridge Sports & Social Club	Land off Coventry Hill/Lower Road	£4,530 pa	28 years (until 2033)	None	Maintenance of most fences
Rayleigh & District Angling Society	Ponds off Ferndale Road Open Space	£600 pa	28 years (until 2014)	None	Keep site clean and tidy
Rayleigh Town Sports & Social Club	Land north of London Road, Rayleigh	£3,770 pa	21 years (until 2019)	None	Maintenance of fences and hedges
Reserve Forces and Cadets Association for East Anglia	Land off Connaught Road, Rayleigh	£440 pa	10 years (until 2013)	None	Maintain fencing and gate
Crouch Valley Scout Association	Land off Ark Lane, Rochford	£50 pa	28 years (until 2033)	None	-

LESSEE	ADDRESS	CURRENT RENT	TERM	2007/08 RDC GRANT	LESSEE RESPONSIBILITIES
Rochford Bowls Club	Bowling Rink, Stambridge Road, Rochford	£2,936 pa (Note – no rent is paid if the cost of maintaining the green, estimated at £7,556 pa, exceeds the rental value. This is the situation at the present time so no rent is paid)	15 years (until 2015)	None	Maintenance of bowling green.