



**DRAFT MINUTES OF THE MEETING of the Community Centre Advisory Committee
held in Hadlow Down Village Hall, Hadlow Down
Tuesday 11th March 2025 at 19:00**

Present: Cllr Michael Lunn (ML) Chair, Cllr Damon Wellman (DW), Brian Mills (BM), Bob Lake (BL), Fiona Shafer (FS) and Sandra Richards (SR).

In attendance: Vicki Rutt (Clerk).

The meeting commenced at the later time of 19:30, DW chaired the meeting in the absence of ML.

76. Public Questions

None.

77. Apologies

Apologies were received and accepted from Cllr Peter Weston.

78. Declarations of interest

There were no declarations of interest.

79. Approve the minutes of meeting held on the 28th January 2025 and review action log

The minutes were approved as a true and accurate record. The action log was reviewed and updated.

BL proposed members of the Hadlow Down Community Centre Committee (HDCC) to join the meeting this evening to present information. This was seconded by DW. All Committee members agreed. Mandy Chapman (MC) and Sarah Prall (SP) joined the meeting.

ML joined the meeting at 19:36 and took over as Chair.

80. Discuss mapping areas

ML explained that he has had a site meeting with the Clerk and there is a need for detailed drawings as the new community centre building will straddle both parcel of lands so for all parties, there needs to be clear, to scale, GPS CAD drawings. There was a discussion on where best the play area is going to sit, whether under HDCC or Hadlow Down Playing Field (HDPF) lease, although the Advisory Committee agreed that the play area will remain the responsibility of the Parish Council (PC). It was felt it would be simpler to not include the play area in either lease, and that it should sit outside of any mapping. Therefore, there would only need to be two leases and one combined map which clearly demonstrates lines of responsibility and permitted access. It was agreed that as the Parish Council is the landlord, they will have access to all the land at any time. It was agreed that guidance will be received from the solicitor, but the key thing is the documents are simple but legal for all parties. It was agreed that a recommendation would be given to the PC to commission a professional map of the whole playing field clearly showing the boundaries and access. **Rec 1.**

81. Receive an update on the HDCC draft lease

Lower Playing Field

The Chair indicated that it was his opinion that both leases needed to be a clean lease and not have all the historical references, deeds of variations etc as this made reading the current lease very difficult. All members agreed. SP and MC explained that they have been advised by AiRS to use a model lease which is recognised by the lottery and other funding agencies. There was a discussion regarding the play area and whether it will remain open. The Clerk explained that the PC have started thinking about this and are in the process of agreeing the new play area equipment with a survey going out to users in the next few weeks. It was confirmed that the insurance and maintenance of the play area, at either site, will always remain the responsibility of the PC. It was raised that the solicitor may well recommend a 'licence to occupy' within the lease. The timeline was discussed, and it was agreed that Heads of Terms for the new lease need to go to the PC meeting on the 1st April and once agreed it will be sent to the PC solicitor. **Action 1.**

Some discussion took place on grass cutting responsibilities to a suitable recreational cut. The costs of these need to be understood between both parties.

Draft leases from both HDCC and HDPF were presented, and the following were identified and discussed.

- The lower playing field will come under the HDCC lease, including a proportion of the upper playing field under land registry title ESX366082 and it was agreed this will go hedge to hedge, including the fencing, gate and the drainage ditch.
- The boundary would go tight around the building and go to the corner of upper gate post but include the extra access point to the front of the re-located play area.
- It was noted that it is likely that the construction work could cause damage to the access track so there needs to be something in the lease for HDCC to agree that they will maintain safe passage and reinstate to an appropriate standard to enable users to continue to use the access track before, during and after construction.
- There will be a lease for both, however they will need an agreement between the HDCC and HDPF regarding access and maintenance and this needs to be agreed by the Parish Council before lease is signed.
- Custodian trustees are not needed for HDCC as they are a CIO, but it is something that the PC need to discuss and liaise with the solicitor to decide on what they would want to happen to the building if HDCC are unable to continue. Recommendation for the PC to discuss this. **Rec 2.**
- D1 use of the building needs to be included in the land due to a covenant when the PC purchased the land from the Diocese.
- It was agreed that HDCC will cover the public and professional and building indemnity insurance when the build starts. This needs to be included in any agreement.
- The term, start date and rent for both lease need to be agreed by the PC. *It was noted that the start date is down to the solicitor and when it is finalised.* **Rec 3.**

82. Receive an update on the HDPF draft lease

Upper Playing Field

- As mentioned above, there will be a lease for both, however there will need to be an agreement between HDCC and HDPF regarding access and maintenance and this needs to be agreed by the Parish Council before lease is signed.
 - Need to note that the HDPF is not a CIO and the lease will be slightly different.
 - FS is going to review the current existing roles and responsibilities sheet for the whole of the playing field, amend and review where appropriate and share with the PC as this can be included as a schedule within the lease. HDPF do require a custodian trustee, so FS is going to raise this with her committee.
- Action 2.**
- It was noted that the Sports England charge is not currently in the draft HDPF lease, but it does need including.
 - It was agreed that any events that HDPF are arranging, if they sent a list in each year, it is recommended that the PC give blanket permission for each event, however, necessary insurance and risk assessment needs to be maintained. **Rec 4.**

Parish Council

- The front hedge at the playing field will remain the responsibility of the PC.
- DW proposed a recommendation that the PC agree to be responsible for the play area, front hedge and dog bin. Everything else falls to HDCC and/or HDPF. **Rec 5.**
- It was agreed that the whole recreation ground (upper and lower) should have byelaws, and the lease should have some reference to abiding by any byelaws. The PC should take responsibility to agree and request that Clerk can start looking at the process. Both HDCC and HDPF to be consulted. **Rec 6.**
- SR asked whether letters are still going annually to those who have gates onto the recreation ground about access. Clerk did not know about this but will action and add to annual planner. **Action 3.**

83. Recommendations to Parish Council

Rec 1 – It was agreed that a recommendation would be given to the PC to commission a professional map of the whole playing field.

Rec 2 – PC/solicitor to discuss what they would want to happen to the building in the event the build can't continue.

Rec 3 - The lease term, start date and rent for both leases need to be agreed by the PC.

Rec 4 - PC to give blanket permission to HDPF on an annual basis on events listed for that year.

Rec 5 - PC to agree that they are responsible for the play area, front hedge and dog bin. Everything else falls to HDCC and HDPF.

Rec 6 – Clerk to start looking at the byelaw process for the recreation ground.

The meeting closed at 20:46

The next meeting dates are:

Tuesday 8th April 2025 at 19:00

Tuesday 13th May 2025 at 19:00