

Draft for approval**BRAMHAM PARISH COUNCIL****Minutes of the EM held Tuesday 2013**

Present: Cllrs: Whitbread (Chair) Batt, Blanchard, Halliday, Henderson, Jones, Mackie and Silverwood

Others 4 residents

In attendance M Lynch (Clerk)

D McKillop (Council solicitor)

Public Session

A resident reiterated his opposition to the proposed lease of the playing field to the BSLA. A further resident wished to see the football team back in Bramham as soon as possible because this is something which has been lost but which was meant to be at the heart of the pavilion. The resident acknowledged the publication of the pavilion business plan on the BSLA website but would have liked to have seen one earlier. However, it raised more questions than answers. The resident would like to encourage other residents to look at the business plan so that they can see for themselves what proposals are included. A resident asked that should the lease go ahead would it be made public. The Council's solicitor advised that if and when a draft lease was agreed with the BSLA then it would be made public and representations would be invited. The Council could (should it wish to do so) have regard to any representation received. The resident referred to a commitment the PC had given to LCC not to dispose of the playing field but to hold it forever as a playing field for the benefit of the village. The solicitor enquired as to whether that had been documented and the resident referred to a letter from the PC to the District Valuer of 16 September 1972. The solicitor noted that was prior to the conveyance of 1974 of the playing fields from LCC to the PC and appeared to form part of the negotiations leading up to the purchase and that whatever may have been discussed in negotiations the only restriction in the 1974 conveyance was a covenant not to use the playing fields for any purpose other than recreational purposes. There was no restriction on sale or other disposal. In reply the resident confirmed that the conveyance had been drawn up by LCC but that the PC's intentions were widely known in the village.

1. Apologies for Absence – Cllr Innocent
2. Disclosure of disclosable pecuniary interests or declaration of any other significant interests which may be in the public interest – None
3. **Resolved:** to exclude public and press due to confidential nature of agenda item 4 : moved Cllr Whitbread, seconded Cllr Blanchard
4. To consider the issue of a draft lease to the BSLA
 - (i) The Chair opened the discussion by setting out the purpose of the meeting and that when coming to a view as to whether or not to offer the draft lease to the BSLA they should also consider the interests of the village and the need to protect the integrity of the playing field. She then invited the Council's solicitor to address the meeting.
 - (ii) The solicitor explained that he had received the PC's instructions on the proposed draft Lease (which had been circulated to Councillors prior to the meeting) and wanted to take this opportunity to review the background to the decision to the proposal to offer the BSLA a "new" lease. The solicitor then briefed Councillors on the background legal position including:
 - The purchase by the PC of the playing fields in 1974 and the contents of the 1974 conveyance
 - The options granted to LCC in relation to a strip of land forming part of the playing fields next to Freely Land in 2008 and 2010 and the lack of response from LCC to his enquiry of LCC as to whether it intended to

exercise the current option within the option period which would expire on 10 September 2013

- The contents of the registers of title to the playing fields registered at Land Registry.
- The lack of validity of the previous lease supposedly entered into between the PC and the BSLA (as an unincorporated association) as explained in his letter to the PC of 19 December 2012
- The lack of any assignment of that invalid lease to the BSLA as an incorporated company limited by guarantee
- The constitution of the former BSLA as an unincorporated association and its potential membership, the incorporation of the BSLA as a company limited by guarantee on 2 November 2011, its registration as a charity on 12 April 2012 and that its current members and directors (and trustees of the charity) were George Charles Nicholas Lane Fox, Councillor John Michael Proctor and Andrew St John Ellis who had sole control of the company, its activities and membership.

(iii) The solicitor outlined the legal and technical issues arising from the above which were discussed with Councillors as the result of which Councillors were largely minded to continue to pursue their previously expressed intention to offer to the BSLA a lease provided satisfactory terms could be agreed with the BSLA. The solicitor explained that in accordance with instructions received the draft lease was based on the principles of the 2008 version but had been redrafted to give greater clarity and to cover the requirements for registration at Land Registry. Some additional detail had been added to cover specific concerns raised by Councillors in the operation of the playing fields but consistent with the principle of the previous purported lease. As had been the intention with the 2008 lease, it was intended that the lease would be excluded from the Landlord and Tenant Act 1954 so the tenant would not have automatic right to the renewal of the lease at the end of the term. As before the term would be for 30 years but as before the lease would contain a mutual break clause. Whereas the previous purported lease contained a 3 month rolling break clause the draft of the new lease proposed an initial break date and then a break date every third anniversary of that date exercisable on not less than three months' prior notice. After some discussion it was proposed that the initial break date should be the end of the fifteenth month of the term. Cllr Jones asked that his objection to the terms of this break provision be noted. **Resolved:** that h/w Keeble Hawson be instructed to send to the BSLA a draft lease for approval in the terms of the draft as presented and discussed at the meeting. Proposed Cllr Batt seconded Cllr Halliday. The vote was carried 7 votes to 1, with Cllr Jones voting against.