



Saltash Town Council

Konsel An Dre Essa



The Guildhall
12 Lower Fore Street
Saltash
PL12 6JX
Telephone: 01752 844846
www.saltash.gov.uk

13 March 2023

Dear Councillor

I write to summon you to the meeting of **Devolution Sub Committee** to be held at the Guildhall on **Friday 17th March 2023 at 6.30 pm.**

The meeting is open to the public and press. Any member of the public requiring to put a question to the Town Council must do so by **12 noon the day before the meeting** either by email to enquiries@saltash.gov.uk or sent to The Guildhall, 12 Lower Fore Street, Saltash PL12 6JX. Please provide your full name and indicate if you will be present at the meeting.

Yours sincerely,

S Burrows
Town Clerk

To Councillors:

R Bickford R Bullock (Vice-Chairman) S Gillies S Martin (Chairman) J Peggs B Samuels P Samuels D Yates	All other Councillors for information
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Agenda

1. Health and Safety Announcements.
2. To elect a Chairman.
3. To elect a Vice Chairman.
4. Apologies.
5. Declarations of Interest:
 - a. To receive any declarations from Members of any registerable (5A of the Code of Conduct) and/or non-registerable (5B) interests in matters to be considered at this meeting.
 - b. The Town Clerk to receive written requests for dispensations prior to the start of the meeting for consideration.
6. Questions - A 15-minute period when members of the public may ask questions of Members of the Council.

Please note: Any member of the public requiring to put a question to the Town Council must do so by 12 noon the day before the meeting.
7. To receive and approve the minutes of the Devolution Sub Committee meeting held on 16th February 2023 as a true and correct record. (Pages 4 - 13)
8. To consider Risk Management reports as may be received.
9. To receive Cornwall Councils Generic Grounds Maintenance Licence for the Memorial Peace Garden and consider any actions and associated expenditure. (Pages 14 - 24)
10. To receive Cornwall Councils Saltash Car Park Usage for the year 2021-22 and consider any actions and associated expenditure. (Page 25)
11. To receive an update on Saltash Town Councils Devolution Programme and consider any actions and associated expenditure: (Page 26)
 - a. Victoria Gardens - Cornwall Council Service Level Agreement;
 - b. Victoria Gardens - Cornwall Council Tree Condition Survey and Maintenance Report; (Pages 27 - 32)
 - c. Victoria Gardens - Cornwall Council revised Heads of Terms. (Pages 33 - 34)
 - d. Climate Change and Environment Working Group short-term vision for Victoria Gardens;

- e. Saltash Town Councils long-term vision for Victoria Gardens and the Maurice Huggins Room.
- 12. Public Bodies (Admission to Meetings) Act 1960:
To resolve that pursuant to Section 1(2) of the Public Bodies (Admission to meetings) Act 1960 the public and press leave the meeting because of the confidential nature of the business to be transacted.
- 13. To consider any items referred from the main part of the agenda.
- 14. Public Bodies (Admission to Meetings) Act 1960:
To resolve that the public and press be re-admitted to the meeting.
- 15. To consider urgent non-financial items at the discretion of the Chairman.
- 16. To confirm any press and social media releases associated with any agreed actions and expenditure of the meeting.

Date of next meeting: To be confirmed.

SALTASH TOWN COUNCIL

Minutes of the Meeting of the Devolution Sub Committee held at the Guildhall on Thursday 16th February 2023 at 6.30 pm

PRESENT: Councillors: R Bickford, R Bullock (Vice-Chairman), S Gillies, S Martin (Chairman), J Peggs, B Samuels, P Samuels and D Yates.

ALSO PRESENT: 4 Members of the Public, Councillor S Miller and H Frank (Cornwall Council), S Burrows (Town Clerk) and D Joyce (Administration Officer).

APOLOGIES: None.

1/22/23 TO APPOINT A CHAIRMAN.

Councillor Martin informed Members that the first item of business is to appoint a Chairman for the meeting and that she would like to put herself forward.

It was proposed by Councillor Peggs, seconded by Councillor Gillies and **RESOLVED** to appoint Councillor Martin as Chairman for the purpose of this meeting only.

Councillor Martin in the Chair.

2/22/23 HEALTH AND SAFETY ANNOUNCEMENTS.

The Chairman informed those present of the actions required in the event of a fire or emergency.

The Town Clerk informed Members of Councillor Miller's attendance at this evening's meeting and at the discretion of the Committee Councillor Miller may sit at the table and speak at the invitation of the Chairman, but has no voting rights.

The Chairman welcomed Councillor Miller and the public attending the meeting.

3/22/23

DECLARATIONS OF INTEREST:

- a. To receive any declarations from Members of any registerable (5A of the Code of Conduct) and/or non-registerable (5B) interests in matters to be considered at this meeting.

None.

- b. The Town Clerk to receive written requests for dispensations prior to the start of the meeting for consideration.

None.

4/22/23

QUESTIONS - A 15-MINUTE PERIOD WHEN MEMBERS OF THE PUBLIC MAY ASK QUESTIONS OF MEMBERS OF THE TOWN COUNCIL.

None.

5/22/23

TO RECEIVE AND APPROVE THE MINUTES OF THE DEVOLUTION SUB COMMITTEE HELD ON 29TH SEPTEMBER 2021 AS A TRUE AND CORRECT RECORD.

Please see a copy of the minutes on the STC website or request to see a copy at the Guildhall.

It was proposed by Councillor Martin, seconded by Councillor Peggs and **RESOLVED** that the minutes of the Devolution Sub Committee held on 29th September 2021 were confirmed as a true and correct record.

6/22/23

TO CONSIDER RISK MANAGEMENT REPORTS AS MAY BE RECEIVED.

No report.

The Chairman asked the Town Clerk to provide an overview of the agenda items, reports contained within the reports pack and Cornwall Council's devolution status, due to the Sub Committee not meeting for some time.

The Town Clerk confirmed that agenda items 7 a, b and c are existing devolution items approved by Full Council, the remaining items are new for Members consideration this evening, and that Cornwall Council's approach has varied slightly in order to better prioritise devolution interests received by Town and Parish Councils.

The Town Clerk requested Members consider its prioritisation of any devolution of assets and land that are of interest to the Town Council. The Town Clerk explained that a prioritised list will enable a detailed submission to be made to Cornwall Council with the list being inclusive of information on the responsibilities the Town Council wishes to obtain through the devolution programme.

The Town Clerk asked Members to advise on any areas of interest that may not be included on this evening's agenda as they should form part of the prioritisation list and included in the submission to the devolution programme – agenda item 12.

Members confirmed they had no further questions at this time and understood the purpose of a prioritised list.

TO RECEIVE AN UPDATE ON THE TOWN COUNCIL'S IDENTIFIED DEVOLUTION ASSETS AND LAND PROGRAMME AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE:

- a. Saltash Waterside Partnership meeting notes and the future of the Waterside and Pontoon;

Councillor Bickford provided a verbal update since the report received at Full Council dated September 2016. This included improved waterside management, repairs and refurbishment of the pontoon with allocated monies and predicted financial forecasts on track to being achieved.

Councillor Bickford spoke of the strong partnership with Cornwall Council, Cornwall Council Maritime Department, the Town Council's Community Link Officer and the Coastal Communities Team.

The Town Clerk advised a future meeting with all relevant parties is scheduled to be held on site in March. Although partnership meetings were proposed to be held monthly, Members were asked to consider reducing to quarterly.

It was proposed by Councillor Martin, seconded by Councillor Bullock and resolved to **RECOMMEND** to Full Council;

1. To note the reports received and continue with the Saltash Waterside Partnership Working Group;
2. To reduce the meetings from monthly to quarterly;
3. To continue to work up the Terms of Reference for the Working Group;
4. To continue with Cornwall Council's Tenancy at Will relating to the Pontoon at Brunel Green.

- b. Cornwall Council Standard Heads of Terms for the Maurice Huggins Tea Room and Victoria Gardens;

The Town Clerk expressed concerns regarding items contained within Cornwall Council's Heads of Terms, such as, the use of the Maurice Huggins Room and the responsibility to repair Victoria Gardens in its current state (Grade II Listed monument, the walls, footpaths, railings, any gates and large trees).

The Town Clerk informed Members that the condition and health and safety aspect of the pine tree (photos provided) had been reported to Cornwall Council's Environment Team as this property falls under their management.

The Town Clerk brought Members attention to the Building Survey report conducted in 2018, five years on.

The report included concerns around the condition of the surrounding walls, railings, pathways and large trees situated in Victoria Gardens.

Members discussed in length their reasons for requesting to devolve as a Freehold Victoria Gardens and the Maurice Huggins Room (MHR) to the Town Council.

The Town Clerk advised Members that the Town Council has a responsibility to ensure due diligence has been met and advised Members to get an up to date Building Surveyors report together with full costing prior to committing the Town Council to a Lease or Freehold with Cornwall Council.

The Town Clerk further confirmed she understood Members frustration and that should they wish to undertake low maintenance works (bedding plants, grass cutting, shrub work) ready for the Spring/Summer months to request from Cornwall Council a Licence to work in Victoria Gardens for that period.

It was **RESOLVED** to note that Cormac are currently addressing uneven footpaths and trip hazards caused by tree roots in Victoria Gardens and that works will raise the paths with a special method that doesn't harm the trees and allow for future growth.

It was **RESOLVED** to note that Cornwall Council have given permission for Saltash Town Council to occupy the Maurice Huggins Room under an implied tenancy at will until such time as devolution is agreed.

It was proposed by Councillor Martin, seconded by Councillor Peggs and resolved to **RECOMMEND** to Full Council;

1. To request a Licence or Service Level Agreement (SLA) from Cornwall Council to allow the Town Council to tidy the lower lying areas such as, the shrubs, grass cutting and bedding plants, during the months of Spring/Summer 2023;
2. The Climate Change and Environment Working Group to consider a short term vision to tidy Victoria Gardens working with the Town Council and relevant volunteer groups, reporting back at the next Devolution Sub Committee Meeting;
3. To appoint the Town Council's Building Surveyor to provide an updated Building Surveyors Report and associated cost for Victoria Gardens only to be received at future Devolution Sub Committee meeting;

4. To request the latest Cornwall Council's tree condition survey and maintenance works for Victoria Gardens;
5. The Town Clerk to continue to liaise with Cornwall Council to undertake relevant work to the pine and monkey puzzle trees;
6. The Devolution Sub Committee to look at the long term vision of devolving Victoria Gardens and the Maurice Huggins Room to the Town Council;
7. Subject to better negotiations with Cornwall Council, to approve to devolve Victoria Gardens and the Maurice Huggins Room to Saltash Town Council as a Freehold site.

It was proposed by Councillor Martin, seconded by Councillor Peggs and resolved to **RECOMMEND** to Policy and Finance to allocate to budget code 6224 Professional Costs the Building Surveyors fees to undertake a Building Surveyors Report for Victoria Gardens only.

Cornwall Councillor Frank offered her support and assistance when applying for a Licence or SLA with Cornwall Council.

c. Longstone Garage and Store existing lease terms:

The Town Clerk advised that the existing Lease with Cornwall Council is not due to expire until March 2024 therefore it is not on the current devolution programme list possibly because the Lease runs for another year. The Town Clerk has enquired with Cornwall Council how Longstone Garage and Store could be considered on Cornwall Council's devolution list if Members are interested in pursuing that and is awaiting a response.

It was proposed by Councillor B Samuels, seconded by Councillor Bullock and **RESOLVED** to continue with the current Lease and revisit upon receipt of the new Lease from Cornwall Council.

8/22/23

TO RECEIVE A REPORT ON THE MEMORIAL PEACE GARDEN AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

The Town Clerk informed Members of recent correspondence received from Cornwall Council regarding a request to plant a tree in memory of the Late Brad Hine.

Cornwall Council advised the Town Clerk that no Agreement, Licence to work, or Lease is in place between Cornwall Council and Saltash Town Council for the Memorial Peace Garden. The Town Clerk has been asked by Cornwall Council's Open Space Officer to refrain from making any alterations to the site, until there is an agreement in place.

The Chairman together with Members approval invited Mrs Sue Hooper to speak in relation to this matter due to her large involvement in the Memorial Peace Garden Project.

The Town Clerk thanked Mrs Sue Hooper for providing paperwork relating to the Memorial Peace Garden Project.

It was **RESOLVED** to note the Town Clerk's findings.

It was proposed by Councillor Peggs, seconded by Councillor B Samuels and resolved to **RECOMMEND** to Full Council;

1. To approve for Cornwall Council to urgently work up a Generic Grounds Maintenance Licence for Saltash Town Council to carry out various maintenance works, bedding and tree planting, installations, and social gatherings on the site;
2. To approve for Saltash Town Council to request a Freehold within Cornwall Council's Devolution Programme for the Memorial Peace Garden site.

Councillor Yates left the meeting.

9/22/23

TO RECEIVE A REPORT ON ALEXANDRA SQUARE TOILETS AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

The Town Clerk informed Members that Saltash Town Council have a Tenancy at Will with Cornwall Council and asked Members to consider requesting a Lease for 99 years providing extra security to the Town Council.

The Town Clerk informed Members that Saltash Town Council has a 99 year Lease on Belle Vue and Longstone Park toilets.

It was proposed by Councillor Peggs, seconded by Councillor Gillies and resolved to **RECOMMEND** to Full Council to approve for Saltash Town Council to request a Freehold within Cornwall Council's Devolution Programme for Alexandra Square Toilets.

It was further requested that Cornwall Council consider the Memorial Peace Garden and Alexandra Square Gardens as a Freehold Package.

Councillor Yates returned to the meeting.

10/22/23

TO RECEIVE A REPORT ON SALTASH CAR PARKS AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

Cornwall Councillor Frank spoke of a complaint received from a resident in relation to the poor state of Alexandra Car Park. Councillor Frank supported the complaint and pursued with relevant departments within Cornwall Council and the Town Clerk resulting in a Cornwall Council Officer visiting the site to conduct an up to date survey.

The Cornwall Council Officer agreed the conditions of the car park required immediate address with confirmation received that resurfacing works were scheduled to be undertaken by Cormac in the following few months.

Members discussed various car parks in Saltash and consideration was given to include car parks on Saltash Town Council Devolution Programme.

It was proposed by Councillor Bickford, seconded by Councillor Yates and **RESOLVED** to defer to a future Devolution Sub Committee meeting to allow the Town Clerk to obtain from Cornwall Council the latest available data for Saltash car parks reporting back at a future Devolution Sub Committee meeting.

Members requested the Town Clerk at the next Saltash Leisure Centre Working Group to ascertain the nature of the leasing agreement between Cornwall Council and GLL for the Leisure Centre car park.

11/22/23 **TO RECEIVE AN UPDATE ON THE MAINTENANCE OF LONGSTONE PARK AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.**

The Town Clerk informed Members that the work at Longstone Park mostly involves addressing uneven and restricted footpaths and trip hazards caused by tree roots, and works will raise the paths with a special method that doesn't harm the trees and allows for future growth. In addition, the fence to the play area on the side of the bowling club will be replaced and realigned to allow room for a new much improved path around the outside and step improvements at the lower end.

Cornwall Council have no plans to do anything to the tennis courts, bins, benches and play equipment.

It was proposed by Councillor Gillies, seconded by Councillor Martin and **RESOLVED** to note the Town Clerk's update and defer the item to a future Services Committee meeting upon receipt of further information received from Cornwall Council.

12/22/23 **TO CONSIDER RECOMMENDING TO FULL TOWN COUNCIL A DEVOLUTION PRIORITISATION PROGRAMME.**

It was proposed by Councillor Martin, seconded by Councillor Gillies and resolved to **RECOMMEND** to Full Council:

1. Saltash Town Council's Devolution Prioritisation Programme as a living document and work in progress which will evolve as the Devolution Plan for Saltash evolves – as attached;
2. Submit Saltash Town Council's Devolution Prioritisation Programme to Cornwall Council's Devolution Department and Community Link Officer to further progress.

13/22/23 **TO FURTHER INVESTIGATE THE RENOVATION OF SUMMERFIELD PARK BY FRIENDS OF SUMMERFIELD AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.**

The Town Clerk updated Members on the recommendation from the Services Committee meeting received February 2022.

Members agreed the recommendation was made prior to the progress of the Friends of Summerfield and felt it was no longer suitable for the Sub Committees consideration.

It was **RESOLVED** to continue to support Friends of Summerfield and congratulate them on their continued hard work and progress to date.

14/22/23 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:

To resolve that pursuant to Section 1(2) of the Public Bodies (Admission to meetings) Act 1960 the public and press leave the meeting because of the confidential nature of the business to be transacted.

15/22/23 TO CONSIDER ANY ITEMS REFERRED FROM THE MAIN PART OF THE AGENDA.

None.

16/22/23 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:

To resolve that the public and press be re-admitted to the meeting.

17/22/23 TO CONSIDER URGENT NON-FINANCIAL ITEMS AT THE DISCRETION OF THE CHAIRMAN.

None.

18/22/23 TO CONFIRM ANY PRESS AND SOCIAL MEDIA RELEASES ASSOCIATED WITH ANY AGREED ACTIONS AND EXPENDITURE OF THE MEETING.

None.

Councillor Bickford left the meeting.

DATE OF NEXT MEETING

Members discussed a date for the next Meeting to ensure continuation of the Devolution Sub Committee is met.

Thursday 20 April 2023 at 6.30 pm

Rising at: 8.27 pm

Signed: _____
Chairman

Dated: _____

**LICENCE TO OCCUPY
PARTICULARS**

Date of Agreement: _____ 2023

Council: The Cornwall Council of County Hall, Treyew Road,
Truro TR1 3AY

Licensee: Saltash Town Council
Cornwall PL11 3LE

Commencement Date: 1st April 2023

Council’s Property: The freehold property known as Memorial Peace
Garden, part of POS at Alexander Gardens 18766

End Date: 31st March 2024

Licence Fee: £1 per annum.

Payment Date: the first day of the month
the date of this agreement
OR on receipt of an invoice

Permitted Use: Public gardens

Signed by:

Council

Licensee

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1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

Common Parts: such roads and paths and other means of access in or upon the Council's Property the use of which is necessary for obtaining access to and egress from the Property as designated by the Council from time to time.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Licence Period: the period of one year starting on 1st April 2023 and then from year to year until this licence is determined in accordance with clause 7

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Plan: the plan attached to this licence at Appendix A.

Property: the part of the Council's Property edged red on the Plan.

Third Party Insurance: fully comprehensive public liability insurance in a sum not less than £10,000,000 for each and every claim arising in respect of the Permitted Use.

1.2 Clause headings do not affect the interpretation of this licence.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The annexes form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the annexes.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

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- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force at the date of this licence.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this licence under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** does not include fax or email.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. LICENCE

- 2.1 Subject to Clause 3 and clause 4, the Council permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Council and all others authorised by the Council (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the right to use such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Council and the Licensee by this licence;
 - (b) the Council retains control, possession and management of the Property and the Licensee has no right to exclude the Council from the Property;
 - (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and may only be exercised by the Licensee and its employees or Licensees; and
 - (d) without prejudice to its rights under Clause 4, the Council shall be entitled at any time on giving not less than 2 weeks' notice to require the Licensee to transfer to comparable space elsewhere within the Council's Property and the Licensee shall comply with such requirement.

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3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- 3.1 to pay:
 - (a) to the Council the Licence Fee payable without any deduction in advance on the Payment Dates the first such payment being for the period from and including the Commencement Date to the day before but not including the next Payment Date to be made on the date of this licence together with such VAT as may be payable on the Licence Fee; and
 - (b) to the relevant suppliers all costs in connection with the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- 3.2 not to connect into or use the Council's supply of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Council's Property;
- 3.3 that all sums due and any other consideration to be given to the Council under this licence are exclusive of VAT, which the Licensee shall pay when the sum or consideration is due;
- 3.4 if the Licensee is obliged to reimburse expenditure incurred by the Council, that obligation includes payment of VAT irrecoverable by the Council;
- 3.5 to pay all existing and future rates, duties, taxes and other outgoings in respect of the Property;
- 3.6 to keep the Property clean, tidy and clear of rubbish;
- 3.7 not to use the Property other than for the Permitted Use and to perform and observe the obligations set out in clause 4;
- 3.8 not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property without the prior written consent of the Council such consent not to be unreasonably withheld or delayed;
- 3.9 not to cause or permit to be caused any damage to:
 - (a) the Property, the Council's Property or any neighbouring property; or
 - (b) any property of the owners, occupiers or guests of the Property, the Council's Property or any neighbouring property;

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- 3.10 not to obstruct the Common Parts, the Council's Property or any neighbouring property, make them dirty or untidy or leave any rubbish, materials or debris on them;
- 3.11 not to apply for any planning permission in respect of the Property;
- 3.12 not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Council in respect of the Property and Council's Property from time to time;
- 3.13 not to make any alterations or additions to the Property;
- 3.14 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- 3.15 to observe any rules and regulations the Council makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;
- 3.16 to leave the Property in a clean and tidy condition and to remove the Licensee's fixtures, fittings, equipment materials, chattels and other items from the Property at the end of the Licence Period;
- 3.17 that, without prejudice to any other right or remedy of the Council, if the Licensee leaves any of its fixtures, fittings, equipment, materials, chattels or any other items (including without limitation any signage) (**Licensee Items**) at the Property or Council's Property for more than 10 working days after end of the Licence Period the ownership of such Licensee Items shall irrevocably pass to the Council and the Council shall be permitted to deal with such Licensee Items as it wishes (including without limitation selling or disposing of such Licensee Items) and the Licensee shall indemnify the Council against any claims made by a third party in relation to such dealings by the Council with such Licensee Items;
- 3.18 that the proceeds of sale of any Licensee Items sold by the Council pursuant to clause 3.17 shall belong absolutely to the Council.
- 3.19 before the termination of the Licence Period, to reinstate the Property to its condition prior to the date of this licence and make good all consequential damage, to the Council's satisfaction;

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- 3.20 to pay the reasonable and proper costs and expenses of the Council including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the Licence Period) in connection with any consent or approval applied for under this licence, whether or not it is granted.

4. CONDITIONS OF USE

- 4.1 The Licensee shall carry out all necessary risk assessments before occupying the Property and provide a copy to the Council upon reasonable request.
- 4.2 The Licensee shall not bring on to the Common Parts or keep on the Property any article or thing which is or may become combustible, dangerous, explosive, flammable, offensive or radio-active, or which might increase the risk of fire or explosion other than reasonable items required for the Permitted Use or reasonable operation of any machinery, equipment and apparatus in connection with the Permitted Use which shall be stored in accordance with the requirements of any statute, any insurer of the Property and/or the Council's Property and of the Council.
- 4.3 The Licensee shall not deposit in the Common Parts or on any land forming part of the Property any refuse or rubbish of any kind other than in proper receptacles on the Property, and shall not burn any refuse or rubbish on the Property.
- 4.4 The Licensee shall not do anything as a result of which the Common Parts or other area over which the Licensee may have rights of access or use may be damaged, or their fair use by others may be obstructed in any way.
- 4.5 The Licensee shall not load or unload any goods, materials or other items arriving at or dispatched from the Property except on land forming part of the Property and in such a way that access to or egress from other parts of the Council's Property or any neighbouring property is not obstructed.
- 4.6 The Licensee shall not permit any vehicles belonging to the Licensee or any persons calling on the Property expressly or by implication with the authority of the Licensee to enter and leave the Property or the Common Parts except at the vehicular access points constructed for that purpose.
- 4.7 The Licensee shall not use or allow any part of the Property or the Common Parts to be used in such a way as to adversely affect the Council's use and enjoyment of the Council's Property including but not limited to prohibiting any deliveries to the Property between 6pm and 8am.

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- 4.8 The Licensee shall not do anything in the Property or on the Common Parts which is illegal or which may be or become a nuisance, or which may cause damage, annoyance, damage, disturbance or inconvenience to, or unreasonably interfere with, the Council or any other tenant, occupier or guest of the Council's Property or any owner or occupier of any neighbouring property, or which may be injurious to the amenity, character, tone or value of the Council's Property or which would interfere with the use of the Council's Property or any neighbouring property.
- 4.9 The Licensee shall keep any part of the Property not covered by buildings in a neat and tidy condition and so as not to cause any injury to the amenity of the Council's Property.

5. LICENSEE'S INDEMNITY

- 5.1 The Licensee shall at all times indemnify the Council against any of the following events arising out of or connected with the occupation of the Property or any breach of or non-compliance with any of the terms of this licence:
- (a) any damage, injury or death sustained by the Council or any other person;
 - (b) any loss of or damage to the Council's Property or to any property of the Council (including any buildings, fixtures or other permanent or temporary structures or to any goods, chattels or equipment) on the Council's Property; and
 - (c) all actions, proceedings, claims, demands, losses, costs, damages, expenses and liability brought against or suffered or incurred by the Council.

6. INSURANCE

- 6.1 During the Licence Period the Licensee shall maintain the Third Party Insurance and the Licensee shall ensure that:
- (a) a copy of this licence has been produced to and acknowledged by the insurer;
 - (b) all current premiums are paid and up to date;
 - (c) the Licensee complies in all respects with the terms of the Third Party Insurance and does not allow that insurance to lapse; and
 - (d) satisfactory evidence is produced to the Council (when reasonably requested) that the Third Party Insurance is valid and subsisting and that all premiums due have been properly paid.

7. TERMINATION

- 7.1 This Licence shall end on the earliest of: :
- (a) Immediately on the service of 5 days written notice given by either party to the other

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- (b) The Council giving notice to the Licensee to terminate this Licence with immediate effect if the Licensee commits any breach of the obligations under this licence which is not capable of remedy; or
 - (c) the Licensee commits any breach of this licence which is capable of remedy and the Licensee fails to remedy the breach within such period as is stipulated by the Council in a notice from the Council to the Licensee requiring the Licensee to remedy the same.
- 7.2 Service of a notice shall terminate the Licensee's rights under this licence with immediate effect but shall be without prejudice to:
- (a) any antecedent breach of this licence by the Licensee and any right or remedy of the Council arising from such a breach;
 - (b) the ongoing obligations of the Licensee in relation to the dismantling and removal of the any items belonging to the Licensee; and
 - (c) the ongoing obligations of the Licensee to maintain Third Party Insurance in accordance with clause 6.

8. COUNCIL'S LIABILITY

- 8.1 The grant of this licence by the Council is without any liability on the part of the Council in relation to or arising from the Permitted Use and any such grant or approval shall not limit exclude or modify the duties and liabilities of the Licensee under this licence or under the requirements of any Competent Authority or otherwise.
- 8.2 The Council enters into this licence solely in its capacity as landowner of the Council's Property and not in any other capacity. Nothing in this tenancy shall restrict its powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.
- 8.3 The Council gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.
- 8.4 The Council gives no warranty that the Property is physically fit or suitable for the Permitted Use or that it may be lawfully carried out.

9. INTEREST

If a party fails to make any payment due to any other party under this licence by the due date for payment, then, without limiting any remedies under clause 7, the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

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10. MISCELLANEOUS PROVISIONS

- 10.1 For the avoidance of doubt, the parties to this licence acknowledge that at no time during the Licence Period will the Licensee enjoy the right to exclusive possession of the Property and that this licence confers no rights of light or air or any easement whatsoever.
- 10.2 No one other than a party to this licence, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 10.3 Notices are validly served if served in accordance with section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 or sent to the Licensee by post or left at their registered office or last known address in Great Britain.
- 10.4 This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 10.5 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

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APPENDIX A- Plan

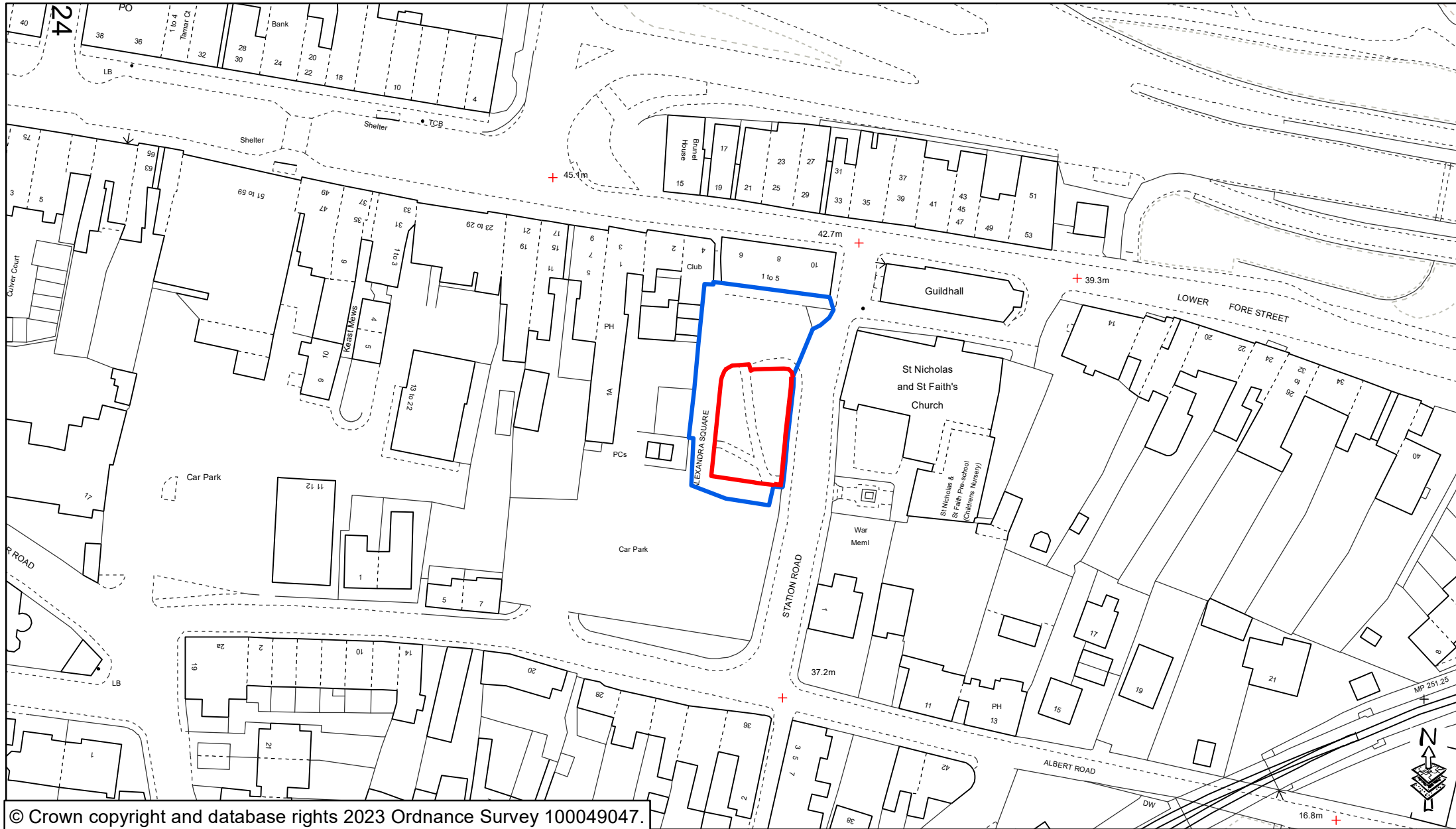
Council Land – shown edged in blue

Property – shown edged in red

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Memorial Peace Garden

Page 24
Scale 1:1,000 Paper Size: A4



Saltash - Car Park Usage 21/22 - PLEASE NOTE: All car parks were free due to the third national lockdown until Monday 17th May 2021

Page 25

Belle Vue East

71 SPACES	1 Hr	2 Hrs	3 Hrs	4 Hrs	24 Hrs	Weekly	Total	Ave. Usage / Day
	£0.60	£1.70	£3.40	£4.60	£5.00	£30.14		
April	0	0	0	0	0	0	0	0
May	155	46	18	10	83	0	312	10
June	384	126	37	20	134	0	701	23
July	379	132	49	18	140	0	718	23
August	219	102	29	29	147	0	526	17
September	352	131	55	21	176	0	735	25
October	343	104	49	22	164	0	682	22
November	240	88	20	26	153	0	527	18
December	490	152	38	22	112	0	814	26
January	155	78	24	14	95	0	366	12
February	189	67	36	14	135	0	441	16
March	95	51	20	24	173	0	363	12
	3001	1077	375	220	1512	0	6185	17

Belle Vue West

45 SPACES	1 Hr	2 Hrs	3 Hrs	Total	Ave. Usage / Day
	£0.60	£1.70	£3.40		
April	0	0	0	0	0
May	321	121	29	471	15
June	2223	638	142	3003	100
July	2429	689	148	3266	105
August	1619	459	92	2170	70
September	381	151	60	592	20
October	439	164	67	670	22
November	337	95	36	468	16
December	2177	526	116	2819	91
January	1414	451	92	1957	63
February	1530	512	125	2167	77
March	1762	510	123	2395	77
	14632	4316	1030	19978	55

Culver Road

70 SPACES	1 Hr	2 Hrs	3 Hrs	Total	Ave. Usage / Day
	£0.60	£1.70	£3.40		
April	0	0	0	0	0
May	164	70	30	264	9
June	327	116	72	515	17
July	1025	327	118	1470	47
August	1643	451	119	2213	71
September	413	135	57	605	20
October	405	170	72	647	21
November	1263	308	91	1662	55
December	1574	391	111	2076	67
January	2028	515	129	2672	86
February	1611	468	110	2189	78
March	1976	557	161	2694	87
	12429	3508	1070	17007	47

Alexandra Square

64 SPACES	1 Hr	2 Hrs	3 Hrs	4 Hrs	24 Hrs	Comm.	Comm. 24 Hrs	Weekly	Total	Ave. Usage / Day
	£0.60	£1.70	£3.40	£4.60	£5.00	£1.50	£10.00	£30.14		
April	0	0	0	0	0	0	0	0	0	0
May	330	157	28	11	109	0	0	0	635	20
June	489	179	43	14	174	4	0	0	903	30
July	755	293	63	20	151	4	0	0	1286	41
August	655	315	58	17	149	0	0	1	1194	39
September	495	229	66	20	155	3	0	0	968	32
October	385	148	41	14	135	9	0	0	732	24
November	734	285	62	18	176	0	0	0	1275	43
December	698	217	57	19	134	5	0	0	1130	36
January	470	214	38	21	132	1	0	0	876	28
February	723	278	58	25	143	0	0	0	1227	44
March	737	283	63	29	190	9	1	0	1312	42
	6471	2598	577	208	1648	35	1	1	11538	32

Saltash Town Council - Devolution Programme - Living Document

Priority Order (most important to least important)	Site	Ownership	Saltash Town Council Current Agreement	Saltash Town Council Formal Responsibility	Short Term Aspirations	Medium Term Aspirations	Long Term Aspirations	Meeting date	Minute Number
1	Victoria Gardens The Maurice Huggins Tea Rooms	Cornwall Council	Victoria Gardens - No current agreement MHR - Implied Tenancy at Will	Victoria Gardens - N/A The Maurice Huggins Tea Room - hire facility to community groups / cleaning	Licence to work or SLA to tidy the lower lying areas (shrubs, grass, bedding plants) during the Spring/Summer 2023 and for the Coronation celebrations	Cornwall Council to undertake the high risk works offering Saltash TC improved Heads of Term to form a Lease	Freehold	16.02.23	7/22/23 (b)
2	Memorial Peace Garden	Cornwall Council	No current agreement	None, currently undertake grounds maintenance work to the site	Generic Grounds Maintenance Licence to undertake various maintenance works, bedding and tree planting, installations and social gatherings on site	Lease 99 Years	Freehold - part of a package with Alexandra Square Toilet Block	16.02.23	8/22/23
3	Alexandra Square Toilet Block	Cornwall Council	Tenancy at Will	General maintenance and operations	Lease 99 Years	Lease 99 Years	Freehold - part of a package with the Memorial Peace Garden	16.02.23	9/22/23
4	Longstone Park	Cornwall Council	No current agreement	N/A	Defer to the Services Committee upon further information from Stuart Wallace regarding various work to the site	Request options to work with Cornwall Council to further improve the park facilities - tennis courts, picnic benches, play equipment.	Freehold	16.02.23	11/22/23
5	Waterside - Pontoon Jubilee Green Boat Park, Car Park, Garages and Slipway Brunel Green	Cornwall Council	Pontoon - Tenancy at Will Jubilee / Brunel Green - No current agreement	General maintenance and operations of the Pontoon	Tenancy at Will for the Pontoon. Better understand the Pontoon and STC revenue data. Continue with the Saltash Waterside Partnership Working Group meetings on a quarterly basis.	Tenancy at Will for the Pontoon, possible Lease. Continue with the Saltash Waterside Partnership Working Group meetings on a quarterly basis. Better understand from Cornwall Council Jubilee / Brunel areas overtime.	Freehold	16.02.23	7/22/23 (a)

**LICENCE TO OCCUPY
PARTICULARS**

Date of Agreement: _____ 2023

Council: The Cornwall Council of County Hall, Treyew Road,
Truro TR1 3AY

Licensee: Saltash Town Council
Cornwall PL11 3LE

Commencement Date: 1st April 2023

Council's Property: The freehold property of which part is known as
Victoria Gardens, Callington Road, Saltash. UPRN
17215

End Date: 1st September 2023

Licence Fee: £1 if demanded.

Payment Date: the first day of the month
the date of this agreement
OR on receipt of an invoice

Permitted Use: Public gardens

Signed by:

Council

Licensee

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

Common Parts: such roads and paths and other means of access in or upon the Council's Property the use of which is necessary for obtaining access to and egress from the Property as designated by the Council from time to time.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Licence Period: the period of **5 months** starting on 1st April 2023

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Plan: the plan attached to this licence at Appendix A.

Property: the part of the Council's Property edged red on the Plan.

Third Party Insurance: fully comprehensive public liability insurance in a sum not less than £10,000,000 for each and every claim arising in respect of the Permitted Use.

1.2 Clause headings do not affect the interpretation of this licence.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The annexes form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the annexes.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

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- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force at the date of this licence.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this licence under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** does not include fax or email.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. LICENCE

- 2.1 Subject to Clause 3 and clause 4, the Council permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Council and all others authorised by the Council (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the right to use such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Council and the Licensee by this licence;
 - (b) the Council retains control, possession and management of the Property and the Licensee has no right to exclude the Council from the Property;
 - (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and may only be exercised by the Licensee and its employees or Licensees; and
 - (d) without prejudice to its rights under Clause 4, the Council shall be entitled at any time on giving not less than 2 weeks' notice to require the Licensee to transfer to comparable space elsewhere within the Council's Property and the Licensee shall comply with such requirement.

3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- 3.1 to pay:

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- (a) to the Council the Licence Fee payable without any deduction in advance on the Payment Dates the first such payment being for the period from and including the Commencement Date to the day before but not including the next Payment Date to be made on the date of this licence together with such VAT as may be payable on the Licence Fee; and
 - (b) to the relevant suppliers all costs in connection with the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- 3.2 not to connect into or use the Council's supply of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Council's Property;
- 3.3 that all sums due and any other consideration to be given to the Council under this licence are exclusive of VAT, which the Licensee shall pay when the sum or consideration is due;
- 3.4 if the Licensee is obliged to reimburse expenditure incurred by the Council, that obligation includes payment of VAT irrecoverable by the Council;
- 3.5 to pay all existing and future rates, duties, taxes and other outgoings in respect of the Property;
- 3.6 to keep the Property clean, tidy and maintained in accordance with the Permitted Use (including planting and trimming of shrubs) and clear of rubbish;
- 3.7 not to use the Property other than for the Permitted Use and to perform and observe the obligations set out in clause 4;
- 3.8 not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property without the prior written consent of the Council such consent not to be unreasonably withheld or delayed;
- 3.9 not to cause or permit to be caused any damage to:
 - (a) the Property, the Council's Property or any neighbouring property; or
 - (b) any property of the owners, occupiers or guests of the Property, the Council's Property or any neighbouring property;
- 3.10 not to obstruct the Common Parts, the Council's Property or any neighbouring property, make them dirty or untidy or leave any rubbish, materials or debris on them;

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- 3.11 not to apply for any planning permission in respect of the Property;
- 3.12 not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Council in respect of the Property and Council's Property from time to time;
- 3.13 not to make any alterations or additions to the Property;
- 3.14 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- 3.15 to observe any rules and regulations the Council makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;
- 3.16 to leave the Property in a clean and tidy condition and to remove the Licensee's fixtures, fittings, equipment materials, chattels and other items from the Property at the end of the Licence Period;
- 3.17 that, without prejudice to any other right or remedy of the Council, if the Licensee leaves any of its fixtures, fittings, equipment, materials, chattels or any other items (including without limitation any signage) (**Licensee Items**) at the Property or Council's Property for more than 10 working days after end of the Licence Period the ownership of such Licensee Items shall irrevocably pass to the Council and the Council shall be permitted to deal with such Licensee Items as it wishes (including without limitation selling or disposing of such Licensee Items) and the Licensee shall indemnify the Council against any claims made by a third party in relation to such dealings by the Council with such Licensee Items;
- 3.18 that the proceeds of sale of any Licensee Items sold by the Council pursuant to clause 3.17 shall belong absolutely to the Council.
- 3.19 before the termination of the Licence Period, to reinstate the Property to its condition prior to the date of this licence and make good all consequential damage, to the Council's satisfaction;
- 3.20 to pay the reasonable and proper costs and expenses of the Council including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the Licence Period) in connection with any consent or approval applied for under this licence, whether or not it is granted.

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4. CONDITIONS OF USE

- 4.1 The Licensee shall carry out all necessary risk assessments before occupying the Property and provide a copy to the Council upon reasonable request.
- 4.2 The Licensee shall not bring on to the Common Parts or keep on the Property any article or thing which is or may become combustible, dangerous, explosive, flammable, offensive or radio-active, or which might increase the risk of fire or explosion other than reasonable items required for the Permitted Use or reasonable operation of any machinery, equipment and apparatus in connection with the Permitted Use which shall be stored in accordance with the requirements of any statute, any insurer of the Property and/or the Council's Property and of the Council.
- 4.3 The Licensee shall not deposit in the Common Parts or on any land forming part of the Property any refuse or rubbish of any kind other than in proper receptacles on the Property, and shall not burn any refuse or rubbish on the Property.
- 4.4 The Licensee shall not do anything as a result of which the Common Parts or other area over which the Licensee may have rights of access or use may be damaged, or their fair use by others may be obstructed in any way.
- 4.5 The Licensee shall not load or unload any goods, materials or other items arriving at or dispatched from the Property except on land forming part of the Property and in such a way that access to or egress from other parts of the Council's Property or any neighbouring property is not obstructed.
- 4.6 The Licensee shall not permit any vehicles belonging to the Licensee or any persons calling on the Property expressly or by implication with the authority of the Licensee to enter and leave the Property or the Common Parts except at the vehicular access points constructed for that purpose.
- 4.7 The Licensee shall not use or allow any part of the Property or the Common Parts to be used in such a way as to adversely affect the Council's use and enjoyment of the Council's Property including but not limited to prohibiting any deliveries to the Property between 6pm and 8am.
- 4.8 The Licensee shall not do anything in the Property or on the Common Parts which is illegal or which may be or become a nuisance, or which may cause damage, annoyance, damage, disturbance or inconvenience to, or unreasonably interfere with, the Council or any other tenant, occupier or guest of the Council's Property or any owner or occupier of any neighbouring property, or which may be injurious

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to the amenity, character, tone or value of the Council's Property or which would interfere with the use of the Council's Property or any neighbouring property.

- 4.9 The Licensee shall keep any part of the Property not covered by buildings in a neat and tidy condition and so as not to cause any injury to the amenity of the Council's Property.

5. LICENSEE'S INDEMNITY

- 5.1 The Licensee shall at all times indemnify the Council against any of the following events arising out of or connected with the occupation of the Property or any breach of or non-compliance with any of the terms of this licence:

- (a) any damage, injury or death sustained by the Council or any other person;
- (b) any loss of or damage to the Council's Property or to any property of the Council (including any buildings, fixtures or other permanent or temporary structures or to any goods, chattels or equipment) on the Council's Property; and
- (c) all actions, proceedings, claims, demands, losses, costs, damages, expenses and liability brought against or suffered or incurred by the Council.

6. INSURANCE

- 6.1 During the Licence Period the Licensee shall maintain the Third Party Insurance and the Licensee shall ensure that:

- (a) a copy of this licence has been produced to and acknowledged by the insurer;
- (b) all current premiums are paid and up to date;
- (c) the Licensee complies in all respects with the terms of the Third Party Insurance and does not allow that insurance to lapse; and
- (d) satisfactory evidence is produced to the Council (when reasonably requested) that the Third Party Insurance is valid and subsisting and that all premiums due have been properly paid.

7. TERMINATION

- 7.1 This Licence shall end on the earliest of:

- (a) Immediately on the service of 5 days written notice given by either party to the other
- (b) The Council giving notice to the Licensee to terminate this Licence with immediate effect if the Licensee commits any breach of the obligations under this licence which is not capable of remedy; or
- (c) the Licensee commits any breach of this licence which is capable of remedy and the Licensee fails to remedy the breach within such period as is

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stipulated by the Council in a notice from the Council to the Licensee requiring the Licensee to remedy the same.

- 7.2 Service of a notice shall terminate the Licensee's rights under this licence with immediate effect but shall be without prejudice to:
- (a) any antecedent breach of this licence by the Licensee and any right or remedy of the Council arising from such a breach;
 - (b) the ongoing obligations of the Licensee in relation to the dismantling and removal of the any items belonging to the Licensee; and
 - (c) the ongoing obligations of the Licensee to maintain Third Party Insurance in accordance with clause 6.

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- 8.1 The grant of this licence by the Council is without any liability on the part of the Council in relation to or arising from the Permitted Use and any such grant or approval shall not limit exclude or modify the duties and liabilities of the Licensee under this licence or under the requirements of any Competent Authority or otherwise.
- 8.2 The Council enters into this licence solely in its capacity as landowner of the Council's Property and not in any other capacity. Nothing in this tenancy shall restrict its powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.
- 8.3 The Council gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.
- 8.4 The Council gives no warranty that the Property is physically fit or suitable for the Permitted Use or that it may be lawfully carried out.

9. INTEREST

If a party fails to make any payment due to any other party under this licence by the due date for payment, then, without limiting any remedies under clause 7, the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

10. MISCELLANEOUS PROVISIONS

- 10.1 For the avoidance of doubt, the parties to this licence acknowledge that at no time during the Licence Period will the Licensee enjoy the right to exclusive possession of the Property and that this licence confers no rights of light or air or any easement whatsoever.

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- 10.2 No one other than a party to this licence, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 10.3 Notices are validly served if served in accordance with section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 or sent to the Licensee by post or left at their registered office or last known address in Great Britain.
- 10.4 This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 10.5 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

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APPENDIX A- Plan

Council Land – shown edged in blue

Property – shown edged in red

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Cornwall Council

Property Work Schedules

Property: VICTORIA GARDENS, SALTASH

Last Inspection: 26/01/2022



	PLANTED AREA	TREE	Total
CAT 2.2 - ACTION WITHIN 6 MONTHS	2	1	3
CAT 2.2 DEFECT - MAKE SAFE WITHIN 6 MOI	2	0	2
Total	4	1	5

Constraints

Christmas Decorations: No

Comments: ?

Tree Protection Issues

Tree Protection Issues Checked? YES

Date Checked: 01/02/2022 00:00:00

Tree Preservation Order? NO

Conservation Area? NO

Contacts:

Please contact the Tree Inspector in the first instance with any queries with the recommendations.

Tree Inspector: TIM LOEWENDAHL

Matt Odgers (West) 07966 862 682

Dave Thomas (East) 07973 497 370

Colin Hawke (Client): 07968 892 179

Purchase Order details:

PO Number: ?

Dema Code:

Tree Recommendations:

Tree Works Schedule

VICTORIA GARDENS, SALTASH

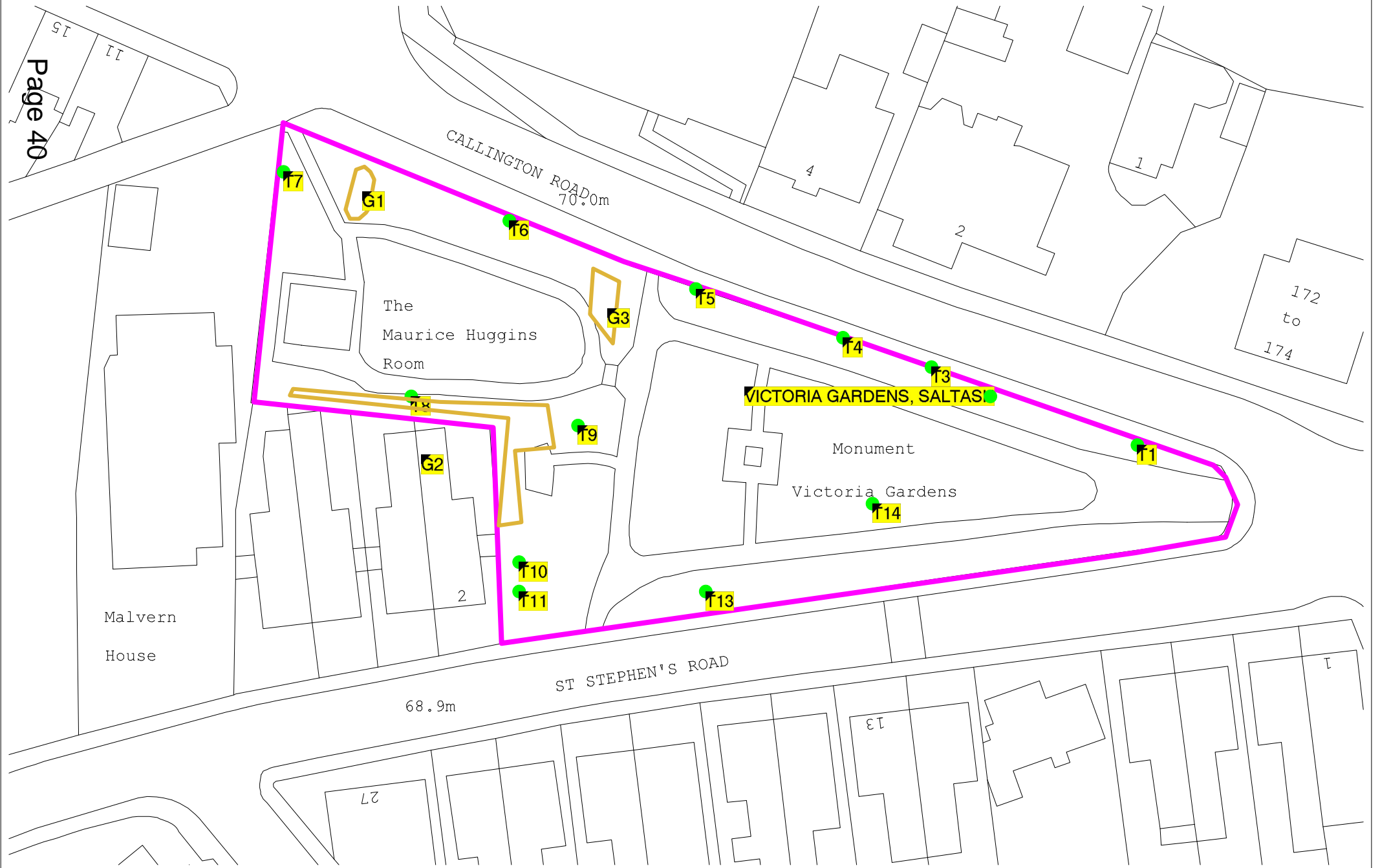
Key	
Status	Initials
C - Completed	Enter Chargehand Initials
P - Partially Completed	Date
U - Unable to Complete	Date Work Undertaken

T8	1x Beech, MATURE, MEDIUM < 10m	No Overhead Cables	Date	Initials	Status
CROWN REDUCE ALL AROUND BY 3.00 m TO REDUCE STRESS ON UNIONS. AND REDUCE AWAY FROM RESIDENTIAL BUILDINGS TO ENSURE A MINIMUM OF 2M CLEARANCE.		CAT 2.2 - ACTION WITHIN 6 MONTHS			
Commissioned Date: 26/01/2022 Time (Hrs): ?		Contractor Notes (Feedback):			

Groups Recommendations:

G1	2x Portugese Laurel, MATURE, MEDIUM <10m	Date	Initials	Status
WORK INCOMPLETE AT INSPECTION. TO BE COMPLETED. REDUCE HEIGHT AND RADIAL SPREAD OF NORTHERNMOST TREE BY APPROXIMATELY 1M		CAT 2.2 DEFECT - MAKE SAFE WITHIN 6 MONTHS		
WORK INCOMPLETE AT INSPECTION. TO BE COMPLETED. REDUCE RADIAL SPREAD OF SOUTHERNMOS BY APPROXIMATELY 1M		CAT 2.2 - ACTION WITHIN 6 MONTHS		
REMOVE BROKEN BRANCHES IN NORTHERN MOST TREE. ALSO REMOVE ANY DEAD AND DAMAGED BRANCHES STILL ATTACHED		CAT 2.2 DEFECT - MAKE SAFE WITHIN 6 MONTHS		
Commissioned Date: 26/01/2022 Time (Hrs): ?		Contractor Notes (Feedback):		

G2	10-20x Bay Laurel, SEMI MATURE <1/3rd life expectancy, MEDIUM <10m	Date	Initials	Status
REDUCE HEIGHT TO 2.5M AND REDUCE LATERAL GROWTH BACK TO BOUNDARY FROM HOUSE NO.2+NO STEPHENS RD. TO CREATE CLEARANCE OF AT LEAST 1.5M FROM BUILDINGS. ALSO REDUCE ON NORTH / EAST QUARTERS TO ENSURE HEDGE IS BALANCED.		CAT 2.2 - ACTION WITHIN 6 MONTHS		
Commissioned Date: 01/07/2022 Time (Hrs): ?		Contractor Notes (Feedback):		



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Ref: JB/SB/GEN

Ms S Burrows, Town Clerk
Saltash Town Council
By Email Only: sinead.burrows@saltash.gov.uk

14 March 2023

Dear Sinead

VICTORIA GARDENS, SALTASH PL12 4DL

Thank you for your email received during the afternoon of 14 March and for sending through a previous survey report completed March 2018.

I would be very happy to undertake a further site survey and report.

The report would consider the construction and condition of the building fabric within and enclosing the gardens.

This would include the boundary walls, railings, gates, footpaths, the Monument and the Maurice Higgins room.

The report would be in a tabular format setting out the construction, condition and repairs found to be required.

Photographs would be included for illustration.

We would briefly comment on services apparent within the room but not undertake any specialist testing.

Repairs found necessary would not be costed at this stage, but we could assist with obtaining contractors' quotations as a separate exercise.

We would not be able to comment on the condition or health of the large trees or shrubs.

The site survey work would take between one and two days to complete, including boundary wall measurement to identify the location of repairs required on an ordnance survey extract plan.



- Our fees for this exercise will be £1,450.00 + VAT (£1,740.00).

I enclose our standard terms and conditions for your reference.

Please do not hesitate to contact the undersigned with any queries you may have. If you wish to proceed, please note that we are booking in work for late April 2023 at this time.

Kind regards,
Yours sincerely

A handwritten signature in black ink, appearing to read 'James M Barron', with a horizontal line underneath.

James M Barron MRICS, IMA PS
Chartered Building Surveyor
Director

Dear Sinead

VICTORIA GARDENS, CALLINGTON ROAD, SALTASH PL12 4DL

Thank you for your instructions to proceed with this survey. James will attend site at 9am on Thursday 20th April 2023 and our report will follow within one working week of completion of the survey work on site.

I trust this date will be acceptable and we will be in touch with you again after 20th April.

Finally, we look forward to receiving the Purchase Order from you for our records.

Kind regards,

Sara



Part 1 Response

Further to your email of the 13th February, I have had the opportunity to meet with colleagues and discuss the Town Council's concerns with regard to the Heads of Terms (dated 19th Oct 2021).

Repairs

For ease of reference I list the items you raised as follows:

1. Displaced tarmac to footpath due to tree roots
2. Corrosion to metal railings and railings requiring repainting
3. Weed growth and defective pointing to majority of wall.
4. Wall out of plumb by 5 degrees (lean toward footpath).
5. Concerns about various trees including the Pine and Monkey Puzzle.

You have said that the Town Council would be happy to accept taking on the low maintenance items within the lease (to include – landscaping, grounds maintenance, emptying bins, all planted areas, low maintenance trees, shrubs and grassed areas), but the implication is that Saltash Town Council (STC) would want the more significant items (1-5 above) to remain with CC.

Ideally CC would want STC to take on all responsibilities associated with the rooms and gardens as set out in the Heads of Terms as otherwise it presents difficulties to CC in apportioning what services are undertaken and when and a reasonable amount of officer time in liaising with STC regarding access for works, etc...

CC do however recognise STC's concerns and I am hoping that we can address these as follows:

1. A report from August 2022 identified the need for some localised repairs to pathways and I am waiting for confirmation as to whether these repairs have been undertaken or are due to be undertaken, together with a plan showing their location. These works were identified as part of general inspections to identify safety defects. Works beyond what would be required from a safety point of view would not be undertaken.
2. Railings – CC would provide a grant to STC in the sum of £5,000 to take account of works and repainting to the railings.

3& 4. Works to the walls. The dwarf walls that enclose Victoria Gardens are extensive although no works have been identified that may be needed in respect of Health and Safety issues, this being the case, no works are planned due to limited budgets.

5. Trees generally. Please find attached the last tree inspection report at Victoria Gardens undertaken in January last year. The report does identify some areas of maintenance required, but not to the Pine or Monkey Puzzle. The report is due to be undertaken again with the next few months, but hopefully satisfies any concerns in relation to the trees on site.

Turning to your other queries:

Rent: one peppercorn applies to the 5 year leasehold we are discussing. It would also apply to a long leasehold devolution of say 99 years. The freehold price would likely be £1.00 subject to internal governance sign off.

Alienation: I think the answer to this depends on what length of lease is being proposed. Within either a five year lease or a 99 year lease, the use of the property by Community Interest Groups is permitted.

Whether STC charge for the use of the property is up to STC. Within a 5 year lease I'm not sure that CC would allow any subletting to say a commercial business. If we did, this may affect the rent that we would expect STC to pay for the property.

If the length of the lease was 99 years we may take a different view about lettings to businesses. If it was agreed, you would need CC's consent to any letting and it may affect the rent that CC would ask STC to pay if a commercial underletting was undertaking.

If the freehold was devolved, generally it would be up to STC as to what they do with the property, although if it is important for the property to be kept for community use, we may impose a covenant on the sale to ensure that is the case which would prevent commercial businesses using the property.

I think we would need to have further discussions internally at this end to answer that question should you require the longer lease or freehold.

Alterations: yes in keeping with maintaining the gardens as a public open space STC would be able to replace existing benches without written permission.

During the course of discussions with colleagues the break option in the Heads of Terms which is currently a 'rolling' mutual break option on 3 months notice was discussed.

Given the grant proposal outlined above, CC would prefer not to have a break option in the 5 year lease.

If you can come back to me on whether STC wish to go forward as outlined, I would be grateful and can amend the Heads of Terms as appropriate to reflect the grant offer.

End of Report
Cornwall Council – Legal Department



CORNWALL COUNCIL STANDARD HEADS OF TERMS

SUBJECT TO CONTRACT

19th October 2021
Our Ref: 18065/ 17215

PROPERTY:	Maurice Huggins Tea Room and Victoria Gardens, Callington Road, Saltash, PL12 6LA as indicated edged red on the attached plan and for the avoidance of doubt the demise will include the retaining boundary walls.
INTENTION:	New lease to be drafted by Cornwall Council Legal Services.
LANDLORD'S CONSENT	Please note that where Landlord's Consent is required under the terms of your lease this is IN ADDITION to other consents such as licencing and planning consent which may also be needed, albeit that these other consents may also be required from Cornwall Council as the local authority. Cornwall Council has various statutory functions; for example, the Council's role as planning authority is entirely distinct from in its capacity as a landowner.
LANDLORD:	Cornwall Council New County Hall Treyew Road Truro TR1 3AY
LANDLORD'S SOLICITOR:	Legal Services Cornwall Council New County Hall Treyew Road Truro TR1 3AY FAO: TBC



LANDLORD'S SURVEYOR:	Cornwall Council Estates Delivery Chy Trevail Beacon Technology Park Bodmin PL31 2FR FAO: Jo Keene Tel: 07955 434 474 Email: Jo.Keene@cornwall.gov.uk
TENANT:	Saltash Town Council The Guildhall 12 Lower Fore Street Saltash PL12 6JX FAO: Sinead Burrows Tel: 01752 844846 Email: sinead.burrows@saltash.gov.uk
RENT:	One peppercorn payable annually in advance if demanded. Cornwall Council Legal Services will collect the rent due on completion of the Lease.
RENT REVIEW:	None
VAT	All figures stated are exclusive of VAT, if applicable.
INSURANCE:	The Tenant is responsible for their own buildings and contents, employer's and public liability insurance (the latter up to a minimum of £5 million, and provide proof of the policy to the council within 14 days of the request).
OTHER CHARGES:	The Tenant is responsible for Business Rates, utilities and any other applicable charges.
TERM COMMENCEMENT DATE:	The Landlord is aware that the tenant is in occupation of the Tea Rooms and has been for some time. The Landlord proposes the term commencement date as 1 st June 2021.



LEASE TERM:	Five years subject to a Break Clause as set out below.
BREAK CLAUSE:	<p>Either party may terminate the Lease at any time during the Lease Term by serving upon the other party not less than three months' notice in writing.</p> <p>In the event that the property is devolved freehold to the Tenant the lease shall terminate immediately.</p>
USE:	<p>The property is currently used as a community hub/ community day centre with surrounding amenity gardens/ parkland.</p> <p>The Tenant must seek the Landlord's prior written consent to any proposed change of use.</p>
REPAIR:	<p>The Tenant shall be responsible for maintaining and repairing the interior and exterior of the Maurice Huggins Tea Room and for maintaining the landscaping, grounds and boundaries of Victoria Gardens, including the Grade II Listed monument which shall not be altered, the walls and railings and any gates, all planted areas, trees, shrubs and grassed areas and any rubbish bins therein.</p>
DECORATIONS:	<p>The Tenant is to keep the premises in a clean and tidy condition. The Tea Rooms are to be painted externally every 5 years and internally every 3 years. The park railings are to be painted when required but at least once in 5 years.</p>
ALIENATION:	<p>The Tenant shall not assign the whole or any part of the Property and similarly shall not sub-let or share the whole or any part of the Property except that the Tenant may allow Community interest groups to use the property on the basis that no formal Landlord and Tenant relationship is created.</p> <p>Public access to Victoria Gardens will be maintained.</p>



<p>ALTERATIONS:</p>	<p>Within the Maurice Huggins Tea Rooms, internal non-structural alterations or additions are permitted, without the Landlord's prior written consent. External alterations are permitted, subject to seeking the Landlord's prior written consent.</p> <p>With regard to Victoria Gardens, no alterations will be permitted unless this is in line with maintaining the Gardens as a Public open space, eg. Relocation of park furniture, replanting landscaping, relocating bins, etc...</p> <p>At the end of the Term the tenant must remove and reinstate any alterations, advertisements and fixtures and fittings and make good any damage caused if required so to do by the Landlord.</p>
<p>YIELD UP:</p>	<p>At the end of the Term (howsoever determined) the Tenant will Yield Up the Property in accordance with the repairing, cleaning and decoration obligations of the Lease.</p> <p>The Landlord may remove, store and if not collected within 10 days, may sell or otherwise dispose of any furniture or goods which the Tenant fails to remove from the Property at the end of the tenancy. The Tenant shall be responsible for all reasonable costs which the Landlord may incur. The Landlord shall be entitled to deduct such costs from any monies lawfully due to the Tenant.</p>
<p>SECURITY OF TENURE:</p>	<p>The Lease shall be contracted outside of the security of tenure provisions contained in S.24 to S.28 of the Landlord & Tenant Act 1954.</p>
<p>LEASE PLAN:</p>	<p>Lease Plan attached.</p> <p>The Property demised to the Tenant is shown edged in red on the Lease Plan.</p>
<p>SIGNAGE:</p>	<p>The Tenant will be granted the right to erect and alter the Tenant's signage on the Property, subject to Landlord's consent and subject to obtaining any necessary statutory consents.</p>



OTHER TERMS:	<p>The Landlord reserves its right to ask for sight of any insurance certificates and evidence of adherence to legislation (for example: Fire Risk Assessment) and guidance for any of the Tenant's uses. The Tenant must provide a copy of the requested documentation within 14 days of the request made.</p> <p>The Tenant shall comply with all statutory requirements including planning legislation and Health & Safety requirements.</p>
COSTS:	Each to bear their own costs.
CONDITIONS:	<p>Subject to:</p> <ol style="list-style-type: none"> 1) Landlord's Formal Approval

Maurice Huggins Tea Room & Victoria Gardens, Saltash

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