

## Agenda Item 3

### Current Position Regarding Park Transfer:

At the September meeting of the Parish Council we discussed the forthcoming Pendle Council agenda item regarding the transfer of the Park and Heritage Centre freehold, which was to be decided at the full Pendle Council meeting on 25 September.

The following morning inaccurate reports of the situation had been posted on social media and by mid-afternoon the rhetoric had increased to a point that it looked probable that any decision would be led by a knee jerk reaction to social media.

At this point the Chairman and the Clerk took the decision to call a snap meeting of the Council's negotiating team. At this meeting it was proposed that the Council took a pragmatic decision to not be involved in the blame game and tit for tat postings on social media. At the suggestion of the Clerk it was agreed unanimously to ask for a meeting of the Chairman and the Clerk with Cllr. White, Leader of Pendle Council. This was arranged for Sunday 23<sup>rd</sup> September.

At the meeting frank discussions took place regarding the current situation and the fact that the Parish Council hoped that a decision by Pendle Borough Council would be unanimous. Cllr. White informed the Chairman that he had received a list of additions to the current lease from Pendle Heritage Centre Trust. After discussions Cllr. White emailed the following:

*"This Council accepts the decision of December 2016 and instructs Senior Officers to action, as a matter of urgency, the transfer of the Freehold Interest in Barrowford Memorial Park and Pendle Heritage Centre to Barrowford Parish Council (the Transfer) subject to the existing lease of the Pendle Heritage Centre in favour of Heritage Trust for the North West (HTNW). This lease will continue on the same terms and conditions as at present but including the following amendments (which will be documented by a deed of variation to be entered into between Pendle Borough Council and HTNW (the DOV) and completed before completion of the Transfer):*

- 1. Extending the term.*
- 2. Amending the permitted use to allow the sale of alcohol and to extend the trading activities.*
- 3. Lifting the restrictions against subletting.*
- 4. Amending the forfeiture clause to remove references to insolvency events.*

*In the event of HTNW requesting further amendments to be incorporated into the DOV, it will be their responsibility to contact Pendle Borough Council to negotiate such amendments but no reasonable request will be refused. All costs, in respect of any amendments, will be the responsibility of HTNW for all parties."*

A meeting of the negotiating team was held on Monday 24<sup>th</sup> September 2018 and after discussion it was decided that several of the proposed changes were too vague and the following set of counter proposals were submitted to Cllr. White:

*We have looked carefully at all the points in the amended motion and would like the following changes/variations listed below, none of which we hope will be unacceptable.*

### Agenda Item 3

*As a preamble, we note that the existing lease is with Lancashire Heritage Trust Ltd. We see from the amendment in your email that it will now be with HTNW. The Parish Council (BPC) would prefer it to be with HTNW but need clarity on who the lease is made out with.*

*On the amendments to be included in the proposed deed of variation:*

1. Extending the term  
*BPC is happy for this to be extended to 99 years.*
2. Amending the permitted use to allow the sale of alcohol  
*BPC would want the following to be added: "in conjunction with events and functions"  
and to extend the trading activities  
BPC would welcome extended activities which supported and underpinned by the Charitable Objects of Pendle Heritage Centre Trust, which are specifically restricted, "to advance the education of the public in matters relating to the history, natural environment and social and cultural development of Pendle and the surrounding areas and their inhabitants." (Memorandum and Articles incorporated 28/07/2014)*
3. Lifting the restrictions against subletting:  
*BPC would want the following to be added: "of the two cottages, to allow holiday lets". Any further sub-letting would be subject to negotiation.*
4. Amending the forfeiture clause to remove references to insolvency events.  
*This will not be acceptable to BPC on the following grounds: the forfeiture clause protects BPC from uncertainty if the leaseholder becomes insolvent, removing the possibility of a rent-free lease with up to a hundred years duration being sold or given to a use that BPC feels would be inappropriate.*

*Turning now to the remaining points from our side which we mentioned to you yesterday, first raised by BPC in January but not resolved:*

- I. ***As part of the self-repairing lease the following to be included:***  
*Undertake all maintenance and requisite repairs of all watercourses, sewers and water drains within the curtilage of the freehold.*
- II. ***As part of the conditions of the lease:*** *The tenant shall not allow the Land or Buildings to be used as a surety for any mortgages, loans, investments or grants."*  
*We assume these are agreed since they haven't been raised.*
- III. ***With regards to car parks and parking the following should be included in the lease:*** *The tenant shall not impose parking charges (other than voluntary contributions), restrictions, liabilities or penalties on the parking of vehicles or on car park users."*

Cllr. White rang the Clerk on Tuesday with a few minor alterations and a suggestion that the parts relating to the use of the lease of buildings as surety to a loan or mortgage would be devolved to officers for further investigation. The Clerk contacted the members of the negotiating team who agreed to the minor alterations. The Clerk

### Agenda Item 3

informed both Cllr. White and Mr. Mousdale that this agreement by the negotiating committee was subject to ratification by the full Council but would be supported by the negotiating team.

Cllr. White put the following resolution to Pendle Borough Council on Tuesday the 25<sup>th</sup> September 2018 and it was approved unanimously:

- (1) That the Council proceed with the transfer to Barrowford Parish Council of the freehold of the Memorial Park; and of the Heritage Centre subject to the existing lease having been varied prior to the transfer along the following lines:
  - That the term be extended to 100 years.
  - That the permitted use be extended to permit the supply of alcohol both in the tearoom and in conjunction with the holding of events and functions organised or managed by the Heritage Trust on the site subject to the Heritage Trust giving an indemnity in respect of this
  - That the permitted use be extended to include activities of a commercial nature with the intention that the proceeds of such are re-invested in the Pendle Heritage Centre or within Pendle
  - That the permitted use be extended to permit short stay lettings of the two cottages and the franchising of catering and hospitality facilities
  - That the North West Heritage Trust be permitted with the consent of the landlord to grant a sublease to the Pendle Heritage Trust
  - That the Heritage Trust continue to be responsible for the maintenance, repair and removal of obstructions from all drains, sewers, pipes, cables and parts of streams as pass through the premises
  - That the Heritage Trust may seek voluntary contributions for the parking of vehicles on the car park but may not impose charges.
- (2) That the Corporate Director seek further advice on the position concerning mortgaging the land and forfeiture of the lease.
- (3) That the Corporate Director report to the December meeting of the Policy and Resources Committee on progress with the variation of the lease.

A meeting for the 1<sup>st</sup> October 2018 was in the process of being arranged but after discussion with Mr. Mousdale this will be rearranged following the resolution of clause 2 in the Council's Resolution.