



Dear Councillor

1 December 2016

You are summoned to attend a meeting of the **TOWN COUNCIL** to be held on **TUESDAY 6 DECEMBER 2016 at 7.30 pm** in the **COUNCIL CHAMBER**, Town Hall, West Borough, Wimborne Minster.

**COUNCILLORS ARE REMINDED TO BRING WITH THEM TO THIS MEETING ANY WRITTEN REPORTS TO COMMITTEES TO WHICH THEY MAY WISH TO REFER.**

Yours sincerely

A handwritten signature in black ink that reads 'Lawrence Best'.

Town Clerk

#### **PUBLIC QUESTION TIME**

Before commencement of the formal agenda, members of the public are invited to ask questions of the Council at the Chairman's discretion.

#### **A G E N D A**

- 1 Apologies for absence.
- 2 To confirm the Minutes of the **TOWN COUNCIL MEETING** held on 1 November 2016 (pages 7078, 7079, 7080, 7081 and 7082).
- 3 To receive the Minutes of the **PLANNING & ENVIRONMENT COMMITTEE** held on 15 November 2016 (pages 7083, 7084 and 7085).
- 4 To receive the Minutes of the **RESOURCES COMMITTEE** held on 22 November 2016 (pages 7086, 7087 and 7088).
- 5 To receive the Minutes of the **RECREATION & LEISURE COMMITTEE** held on 29 November 2016 (pages 7089, 7090, 7091 and 7092).
- 6 **SUSPENSION OF STANDING ORDERS**  
To suspend for the next item those parts of Standing Order Number 29 relating to speaking more than once.



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- 7     **FORMER ST JOHN AMBULANCE BUILDING**  
To consider the report of the Town Clerk and Cllr Mrs Bell (copy herewith).
- 8     **DORSET COUNTY COUNCILLOR'S REPORT** (if any).
- 9     **EAST DORSET DISTRICT COUNCILLORS' REPORTS** (if any).
- 10    **TOWN MAYOR'S REPORT**
- 11    **TOWN COUNCIL REPRESENTATIVES' REPORTS** (if any).
- 12    **TOWN CLERK'S REPORT**

**LOCALISM ACT 2011 and CODE of CONDUCT**

Members are reminded to comply with those elements of the Localism Act and the Town Council's Code of Conduct in respect of disclosable pecuniary interests.

**GENERAL CONDUCT**

Members are reminded that the Council has a general duty to consider the following matters in the exercise of any of its functions: Equal Opportunities (race, gender, sexual orientation, marital status and any disability), Crime & Disorder, Health & Safety and Human Rights.

**TO ALL MEMBERS OF THE TOWN COUNCIL**

## TOWN COUNCIL

Date: 6 December 2016

Reference: LH/SF/Item 7 – Former St John Ambulance Building

Author: Town Clerk and Cllr Mrs S A Bell

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### 1.0 Introduction and Background

1.1 Members are aware that The Planet drop-in centre closed in September 2016. Since that time Cllr Mrs Bell has been discussing with her colleagues on the Planet Management Committee options for an alternative building.

1.2 As a result Cllr Mrs Bell has had discussions with the District Ward Members for Wimborne Minster about the possibility of replacing The Planet with the former St John Ambulance building in Allenvue West Car Park.

1.3 Those discussions have now been concluded and the result is that the Town Council has been offered by the District Council a lease of the building shown cross hatched on the plan attached as Appendix 1 for use as a Youth Centre on the following principal terms:

- a) a nine year term, with a break clause for each party every three years, with exclusion from the Landlord and Tenant Act 1954;
- b) tenant responsible for all repairs, maintenance and insurance of the building/contents;
- c) an annual rent of £400/annum with RPI increases every three years plus the payment of rates and service costs;
- d) tenant able to sub-let the property for use as a Youth Centre.

The full Heads of Terms are attached as Appendix 2 to this report.

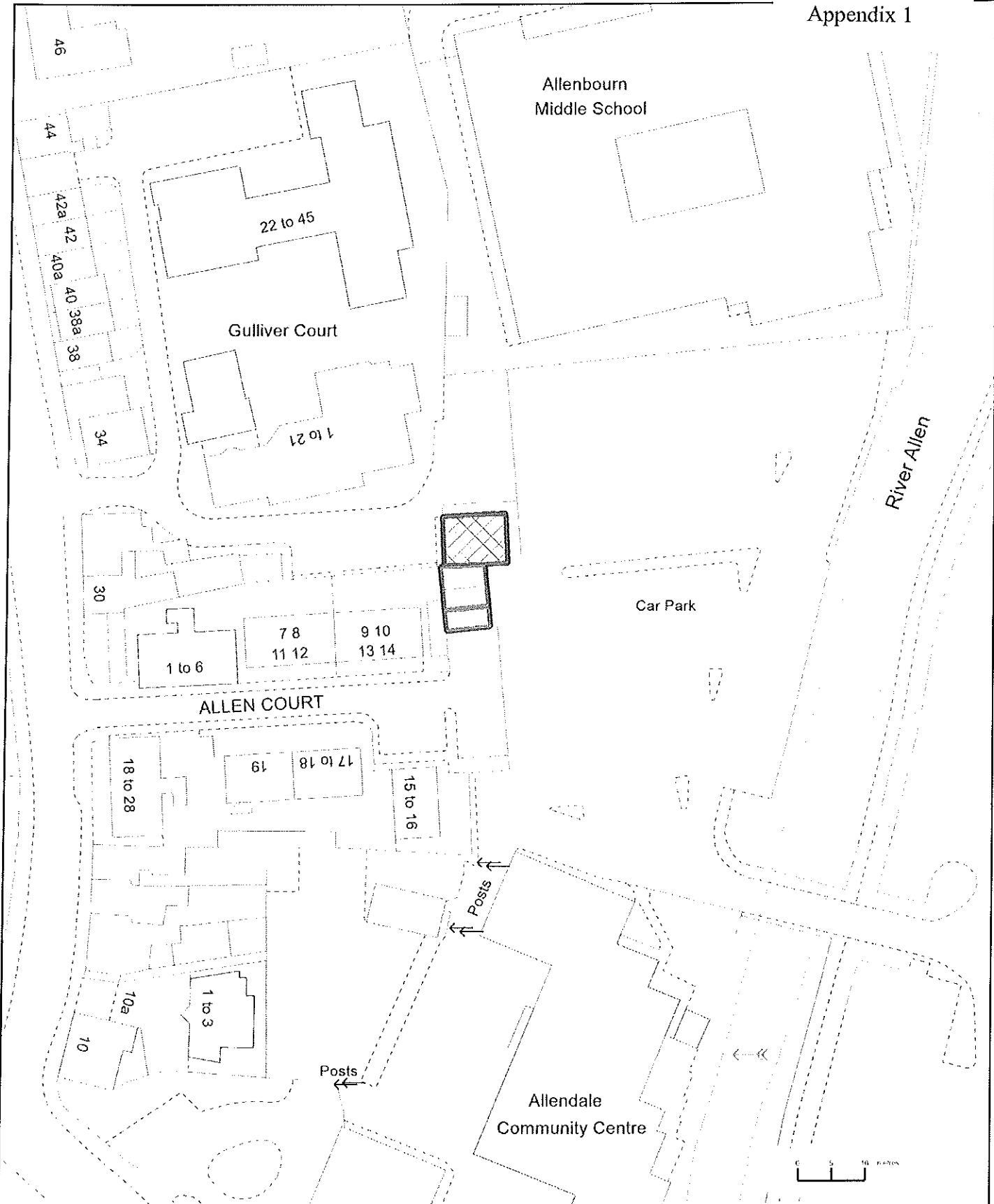
1.4 Cllr Mrs Bell hopes the Town Council will approve these terms and accept in principle the offer of a lease so that a replacement drop-in centre for The Planet can be provided. If this approval is given the former Planet Management Committee will need to consider forming or being part of a charitable trust in due course so that the building can be sublet by the Town Council to that body for a peppercorn rent.

1.5 Also, the Town Council needs to make a decision as to which organisation pays the utility bills (estimated at £1000 per annum). Does the Town Council do so or the sub-lessee. If the latter, will the organisation be able to meet the cost? The current rateable value of the building (and garage) is £5,000 making the rates payable for 2016/17 £2,420. If the occupier of the premises is a registered charity then they will be entitled to receive 80% Mandatory Rate Relief reducing the bill to £484 for the year.

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There is a revaluation taking place on 1 April 2017 and the draft valuation currently stands at £5,500. This means that the rates payable for 2017/18 would be £2,568.50 (still subject to the 80% MRR for a charity).

- 1.6 Although there is no budget for the utility or other costs these could be met in the first year from the General Fund. As the building is in good order no major maintenance work is envisaged. Any minor maintenance costs can be met from the Buildings Fund. The legal and surveyor's fees can be met from the General Fund.
- 1.7 No commitment has been sought from the Town Council for assistance towards the cost of any youth worker.
- 1.8 The location of the proposed drop-in centre is near Allen and Gulliver Courts and the Town Council may wish to consult residents before fully agreeing to the proposal. The need for a planning application for a change of use is being explored.
- 2.0 **Action Required by Town Council**
- 2.1 The Council is asked to consider this proposal and, if it is content, approve it in principle subject to the results of consultation with residents affected and the outcome of the planning position. A further report would be made on these and other matters before further action is taken.



**St John's Ambulance Building**

- EDDC Ownership
- Proposed Lease Area to WMTC
- Dorset Association for the Disabled
- Formerly St John's Ambulance



Scale: 1:750 @ A4  
 Date: 31 August 2016  
 Creator: RParrott

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Heads of Terms of LeaseBuilding in Allenvie Road West car park

1	Property	Building in Allenvie West car park, Wimborne as shown edged and hatched in blue on plan at appendix 1
2	Landlord	East Dorset District Council
3	Tenant	Wimborne Minster Town Council
4	Guarantor (state if required)	None
5	Term (include commencement date, term and months of year)	Nine years commencing 1 November 2016 or as otherwise agreed between the parties
6	Tenant's Break Clause	At the third and sixth anniversary of lease commencement on 6 months written notice
7	Landlord's Break Clause	At the third and sixth anniversary of lease commencement on 6 month's written notice
8	Rent	£400 per annum with upwards only review on third and sixth anniversary in line with RPI
9	Rent Payment Dates	Paid on commencement of lease and on every anniversary
10	Outgoings	Occupier to pay NNDR, utility costs, insurances and all other outgoings
11	Assignment	Not permitted
12	Subletting	Permitted for youth service provision only
13	Permitted Use	Provision and administration of youth services
14	Alterations	Only as agreed with the Landlord prior to work taking place
15	Repair/Maintenance Obligations	Full repairing obligation for Tenant to keep the property in the same condition as on initial letting to be evidenced by a photographic schedule of conditions on letting
16	Water, electricity	There is water and electricity serving the building. Tenant to pay all utility charges
17	Security of site	Tenant to keep the property secure
18	Reinstatement of site	Tenant to reinstate property back to same condition as on initial letting to be evidenced by a photographic schedule of conditions on letting
19	Rights granted to Tenant	Landlord to grant tenant right of access at all times subject to any repair works carried out in the car park
20	Rights reserved to Landlord	Landlord reserves rights of way and access and right of entry to carry out works on adjacent buildings and land and to inspect the Property from time to time having given reasonable notice
21	Insurance required	Tenant to insure building, contents and activities taking place in the Property. Public liability of £10m Certificates of insurance to be provided to Landlord by Tenant before operations commence and annually thereafter. Landlord's interest to be noted on the Policies
22	Electrical Test	Landlord to carry out fixed wiring test prior to commencement of lease and to rectify any defects found. Tenant to undertake testing of fixed wiring every subsequent 3 years and portable appliances where applicable and provide a copy of certificates to the Landlord
23	Landlord and Tenant Act 1954	Excluded
24	Stamp Duty Land Tax	Tenant to pay if relevant
25	Surveyors Costs	Each party bears their own costs
26	Legal Costs	Each party bears their own costs
27	Other	Tenant to be sole duty holder for asbestos and water safety management