

ASSETS MANAGEMENT COMMITTEE

AGENDA

**NOTICE IS GIVEN OF a meeting of the ASSETS MANAGEMENT COMMITTEE
to be held in the Fleur de Lys Council Chambers, Market Square, Hailsham**

Wednesday 29th November 2023 at 7.00 p.m.

1. **Public Forum**
(No more than 15 Minutes)
2. **Apologies for Absence**
To receive apologies for absence of appointed members.
3. **Declarations of Interest**
To receive notice of declarations of personal or prejudicial interests in respect of items on this agenda.
4. **Minutes of Previous Meeting – Assets Management Committee**
 - 4.1 To resolve that the Minutes of the Meetings of the Assets Management Committee held on Wednesday 25th October 2023 may be confirmed as a correct record and signed by the Chairman.
 - 4.2 To receive an update about progress of resolutions from the last meeting of the Assets Management Committee on 25th October 2023
5. **Hailsham Cricket Club**
To discuss the recent decision to allocate event days on Western Road Recreation Ground
6. **Western Road Recreation Ground**
To consider a request from the Bonfire Society to hold the Bonfire event on the Recreation Ground on Saturday 19th October 2024
7. **Budget**
Update
8. **Notice Boards and Signs**
Update
9. **Hailsham Football Club**
Update on costs for the new clubhouse
10. **Cemetery**

Update on costed report for toilet

11. **James West Community Hall**

To consider the budget required for the work to the Hall

12. **Confidential Business**

To resolve that the press and public are excluded during the discussion on the next items on the agenda (13, 14) as it concerns: the terms of tenders for contracts or negotiations (In accordance with the Council's Standing Orders No. 1E).

CCTV

Survey of Council Assets

13. **CCTV**

Update

14. **Survey of Council Assets**

Update



John Harrison
Town Clerk
23.11. 2023

Committee Membership

Councillors:

Anne Blake-Coggins
Kelly-Marie Blundell (Dep. Chair)
Chris Bryant
Nathalie Hayes
Paul Holbrook
Mary Laxton (Chair)
Colin Mitchell

Substitute Members

Councillors:

Alexa Clarke
Barbara Holbrook
Steve Potts
Doina Rusu

Report to	Assets Management Committee
Date	29.11.2023
By	John Harrison, Town Clerk
Title of Report	Hailsham Cricket Club

1. Purpose

To discuss the recent decision to allocate event days on Western Road Recreation Ground

2. Previous Resolution

Assets Management Committee 25.10.2023 (Draft Minute Ref AMC/24/4xx/83):

At the Assets Committee meeting in June 2023, it was agreed that from the summer of 2025 onwards, the last Saturdays in June, July and August would be set aside for community events on Western Road Recreation Ground, as well as the last 3 Sundays of these months. The Cricket Club would therefore not be able to use the ground on these days.

R. Wilkinson addressed the Committee, requesting that the agreement to hold events on these Saturday is withdrawn, due to the problems this would create for the Cricket Club. He advised he was not however against events held on a Sunday, on the site.

R. Wilkinson explained the disruption that losing 3 Saturdays would cause to the Cricket Club. He advised the Club would have to pay to use another ground and may be penalised for not being able to hold a cricket match on these days.

He further advised that the Lease signed between the Cricket Club and the Town Council states that the Cricket Club must be allowed to use the ground every Saturday during the cricket season.

R. Wilkinson left the meeting at 7.25 pm

J. Harrison advised he would look over the Lease and this item will be brought back to the Assets Committee meeting in November.

3. Email received from Mr R Wilkinson, 27/10/2023

Proposed 3x lettings of the recreation ground to 3rd parties during the summer 2024

I attended your Assets Management meeting on Wednesday 25th October 2023. This is because when advising the council of the schedule of practice sessions and matches for the cricket club at the recreation ground for the summer of 2024 I was made aware that there were 3 proposed bookings by 3rd parties for Sundays during the summer season and 3 proposed Saturdays in 2025. This would mean the club would be unable to fulfil 3 scheduled league matches for our senior teams during the season, prompting serious issues for the club.

I highlighted several serious concerns with this proposal at the meeting, and wanted to confirm this in writing to you. These concerns include:

Lease agreement as attached

Please may I refer you to point 19 'use of the grounds', and specifically point 19.1 which states 'the landlord shall endeavour to permit the club to use the ground for practice or matches as often as they shall reasonably require expressly including all Saturdays between 1st April and 1st October each year....'.

Acknowledging that the ground is a community facility (as noted in the lease), we do need to work to point 19.1 to fulfil our commitments with Sussex Cricket league fixtures.

Other points

We have a responsibility to ensure the club plays on surfaces that are suitable for the standard of cricket as set by Sussex Cricket. This becomes even more relevant at the higher standard that our 1st XI and 2nd XI now play at. Other facilities that need to be available for Sussex league matches include sight screens, boundary rope, covers, umpire changing facilities. It would be impossible to find suitable alternative facilities of the required standard at another local club precisely because they themselves will be using their pitch and facilities to fulfil their Sussex league fixtures. Even if we could source an alternative venue, one-off pitch and facility hiring would be c£150-200 per match. With the 3 proposed alternative bookings, this is a significant cost for the club to bear. Players would also need to bear the travel costs themselves.

There is simply no flexibility to move fixtures. Every Saturday has a league fixture for the Sussex league designated season start date through to the end date. League matches last a minimum of 7 hours so there is not an opportunity to host a match during the week where working hours and then daylight would be considerations.

We have consulted Sussex Cricket, and they have advised that failing to fulfil fixtures would mean points deductions, and that this would also be the case if we could source an alternative pitch where that pitch was not to the required standard. There would be knock-on impacts to our 3rd XI, 4th XI and 5th XI teams if our 1st and 2nd XI were unable to fulfil fixtures, and Sussex Cricket could decide that we are unable to properly facilitate 5 teams. This would mean members not playing cricket, not just for the 3 Saturdays.

Our clubhouse at the recreation ground is now a very popular venue during the summer, and especially so on a Saturday. Not being open for 3 Saturdays during the peak summer months would mean the club lose up to £3000 in bar takings. We are, as you know, a 'not for profit' organisation so every £1 we earn during the season goes towards covering our running costs for the full calendar year. Our earning period is 5-6 months to cover costs for 12 months.

Way forward

Can you please confirm that the decision to book the recreation ground facilities for 3 Saturdays during the summer season will be rescinded?

We enjoy an excellent working relationship with the Council, that benefits all parties- we pride ourselves of the high standard that we maintain the facilities at the ground, at no little cost to which you do support.

Whilst we do host Women's league matches during the summer months on Sundays, along with mixed team friendly matches against teams from across the country, we do have more flexibility to work with you on scheduling on Sundays. We would welcome the opportunity to work with you and the 3rd parties requiring use of the ground to move their bookings to appropriate Sundays.

Please let me know if you require myself and our club chairman to attend your next Assets Management meeting as this matter is critical for the Club to resolve. Otherwise please confirm as requested, and contact me so that we can schedule for Sundays as suggested.

Thanks,
Robert Wilkinson

Director of Cricket
Hailsham Cricket Club

DATE

20

Hailsham Town Council (1)

The Trustees of Hailsham Cricket Club (2)

Counterpart/

LEASE

- relating to -

Hailsham Cricket Pavilion, Western Road, Hailsham

104 SOUTH STREET EASTBOURNE EAST SUSSEX BN21 4LW

LR1. Date of the lease

20

LR2. Title Number

LR2.1 Landlord's title number

ESX358533

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

HAILSHAM TOWN COUNCIL of Inglenook, Market Square,
Hailsham, BN27 2AE

Tenant

Hailsham Cricket Club together the Trustees of

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

As defined in clause 1 of this lease

LR5. Prescribed statements etc

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003

None

LR5.2 This lease is made under, or by reference to, provisions of:

None

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions

LR9. Rights of acquisition etc

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property,

or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

LR9.3 Landlord's contractual rights to acquire this lease

None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The rights set out in Schedule 1 of this lease

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The rights set out in Schedule 2 of this lease

LR12. Estate rentcharge burdening the Property

LR13. Application for standard form of restriction

None

LR14. Declaration of trust where there is more than one person comprising the Tenant

The Tenant is more than one person. They are to hold the Property on trust for and on behalf of the members of Hailsham Cricket Club.

RECITALS:

- (A) As part of its mandate to provide sporting facilities for the residents of Hailsham Town, the Landlord has for many years allowed the Club to occupy the Property.
- (B) The Tenant now wishes to expand the pavilion forming part of the Property at their own expense and therefore the parties have agreed to formalise their relationship by entering into this lease.
- (C) In support of the provision of this sports facility, the Landlord has agreed to grant the lease at a peppercorn rent but on the understanding that the Club will be responsible for the maintenance and all other outgoings in respect of the Property.

AGREED TERMS:

Definitions

- 1 In this lease the following terms have the following meanings except where expressly stated to the contrary:
- | | |
|-------------------------|---|
| 'Club' | Hailsham Cricket Club of which the Tenant are the trustees. |
| 'Commencement Date' | the date of this Lease. |
| 'Grounds' | the communal recreation ground shown edged in blue on the Plan |
| 'Payment Dates' | 1 January each year. |
| 'Permitted Use' | the use of the Property for the normal activities of a sports pavilion and ancillary purposes. |
| 'Pitch' | that part of the Grounds utilised by the Club as the cricket wicket |
| 'Plan' | the plan annexed to this Lease |
| 'Property' | all that land and buildings known as Hailsham Cricket Pavilion, Western Road, Hailsham, East Sussex as the same is shown edged red on the attached plan. |
| 'Rate of Interest' | an annual rate equal to 4% plus the base rate from time to time in force of National Westminster Bank plc or (if the base rate ceases to exist) another rate of interest closely comparable to that rate agreed by the parties or in default of agreement determined by the Landlord's surveyor from time to time acting as an expert and not as an arbitrator. |
| 'Rent' | one peppercorn per annum (if demanded). |
| 'Rights Granted' | the Tenant's rights described in schedule 1 |
| 'Rights Reserved' | the Landlord's rights described in schedule 2. |
| 'Term' | 50 years starting on and including the Commencement Date and any period of holding over or extension or continuation of the term whether by any legislation or common law. |
| 'Works' | the extension to and refurbishment of the cricket pavilion in accordance with planning permission WD/2015/0390/F |
| 'clause' and 'schedule' | respectively, clauses or schedules in this lease. |

2 Interpretation

- 2.1 In this lease references to any statutory provision legislation are to the provisions as extended, modified, amended, re-enacted or replaced the date on which its construction is relevant for the purposes of this lease and not as originally enacted or as at the date of this lease.
- 2.2 Any reference to a statute includes a reference to any regulations or orders made under or pursuant to it.
- 2.3 If any statutory provision is repealed in part or in whole without re-enactment, extension or modification, this clause will continue to apply as though that provision remained in force.
- 2.4 In this lease, unless the context otherwise requires:
- (a) 'month' means calendar month;
 - (b) 'person' includes a corporation;
 - (c) the singular includes the plural and vice versa; and
 - (d) the masculine includes the feminine and vice versa.
- 2.5 The word 'person' is deemed to be used in any direct or indirect references to a person whether or not that word is used,
- 2.6 References in this lease to anything which any party is required to do or not to do include their acts, defaults and omissions, whether:
- (a) direct or indirect;
 - (b) on his own account; or
 - (c) for or through any other person; and
 - (d) those which he permits or suffers to be done or not done by any other person.
- 2.7 The effect of all obligations affecting the Tenant under this lease is cumulative and no obligation will be limited or modified by any other of those obligations unless there is in this lease an express limitation or modification.
- 2.8 Except where the context renders it absurd or impossible every reference to any party to this lease includes his or her successors in title and personal representatives, by and against whom this lease will be enforceable as if they had been originally named as parties.

3 Power of Tenant

The Tenant warrants to the Landlord that they are by the rules of the Club empowered to accept this lease as trustees for their members.

4 Letting

The Landlord lets and the Tenant takes the Property for the Term subject to the Rights Reserved and with the Rights Granted at the Rent and on the terms in this lease.

5 Quiet enjoyment

The Landlord agrees that if the Tenant pays the Rent and other money payable under this lease and complies with all their obligations under it they may quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person claiming under or in trust for them.

6 Landlord's access to property

The Tenant must give the Landlord, or anyone authorised by them in writing, access to the Property for the purposes of:

- (a) ascertaining whether the Tenant is complying with the covenants and conditions on its part in this lease;
- (b) doing works that the Landlord is required or permitted to do under this lease;
- (c) complying with any statutory obligation;
- (d) affixing to the Property a notice that it is to be let or sold;
- (e) viewing the Property as a prospective buyer or mortgagee or, during the last six months of the Term only, as a prospective tenant;
- (f) valuing the Property; or
- (g) inspecting, cleaning, decorating, maintaining or repairing neighbouring property, or any service media serving neighbouring property.

subject to the Landlord causing as little inconvenience and disturbance to the Tenant and making good any damage caused in the exercise of these rights.

7 Tenant to pay outgoings

The Tenant must pay all charges (including rentals) for all water, gas, electricity, telecommunications and other services supplied to or used at the Property during the Term and compensate the Landlord in full on demand for any liability for them.

8 Tenant to pay Landlord's costs

The Tenant must pay all reasonable and proper costs (including solicitor's and surveyor's charges and disbursements) properly incurred by the Landlord in connection with:

- (a) the grant of this Lease (such costs to be capped at £750 plus VAT);
- (b) any application for any approval or consent under this lease;
- (c) any valuations made for the purposes of this lease; and
- (d) any steps or proceedings or the service of any notice under sections 146 or 147 of the Law of Property Act 1925 whether or not any right of re-entry or forfeiture has been waived by the Landlord or avoided even if the Court grants relief against forfeiture.
- (e) the recovery or attempted recovery of arrears of Rent or of any other money payable by the Tenant under this lease.

9 Interest

If any money payable by the Tenant to the Landlord under this lease is not paid within fourteen days of the due date, the Tenant shall pay to the Landlord interest on it (after as well as before any demand for payment or judgment):

- (a) on demand;
- (b) at the Rate of Interest;
- (c) from the due date until it is paid in full; and
- (d) if not paid on demand compounded on every Payment Date.

10 Payments recoverable as rent

Any money (other than rent) payable by the Tenant to the Landlord under this lease which is not paid on the due date will be recoverable as if it were rent in arrears.

11 Limit to Tenant's liability

The liability of the Tenant as trustees of the Club under this lease and liability of their successors in title as trustees of the Club for the time being is limited to the total value of the assets of the Club from time to time but nothing in this clause is to affect any powers or remedies of the Landlord in respect of any breach or non-compliance of the covenants except as regards the liability of the trustees of the Club.

12 Not add to or alter property

Subject to clause 13 the Tenant must not make alterations or additions to the Property without having obtained the Landlord's written consent.

13 Tenant's Works

The Tenant shall within 18 months of the Commencement Date carry out the Works in accordance with the terms of the planning permission and any necessary building regulations in a good and workmanlike manner and otherwise to the Landlord's reasonable satisfaction.

14 Maintain whole property

14.1 Following completion of the Works the Tenant must keep the Property in good and tenable repair.

14.2 The Tenant must keep all open areas of the Property clean tidy and free of weeds.

15 Maintenance of the Grounds

15.1 The Landlord shall maintain the Grounds to a standard in keeping with their use as a community recreation ground but with due consideration for the use of the Grounds by the Club.

15.2 The Tenant shall maintain the Pitch but shall not take any steps to alter the surface without the Council's prior consent.

15.3 The Tenant acknowledges that the Pitch and the Grounds are public open space and the Landlord shall have no liability for any disrepair caused by a third party.

16 Rubbish

The Tenant must keep the Property free from all rubbish and litter and make proper arrangements for the disposal and removal of all rubbish and litter.

17 Tenant to insure

17.1 The Tenant must keep the Property insured against the risk of loss or damage by fire, lightning, explosion, aircraft (including things dropped from aircraft), riot, civil commotion, malicious persons, earthquake, storm, tempest, flood, terrorism, bursting or overflowing of water pipes and other apparatus and impact by road vehicles and such other risks as the Landlord from time to time considers appropriate.

- 17.2 The amount of the insurance must be the full cost of completely reinstating the Property and must include:
- (a) architects' and surveyors' and all other professional fees;
 - (b) the cost of demolition and site clearance; and
 - (c) escalation of all costs between the date of destruction or damage and the date of reinstatement.
- 17.3 The policy must be issued in the joint names of the Landlord (and any mortgagee or superior landlord of it) and the Tenant by an insurance company or with underwriters approved by the Landlord.
- 17.4 The Tenant must pay all premiums and make any other payments necessary to effect and maintain the policy or policies within seven days after they become due and produce a copy of the same and the receipt for each such payment to the Landlord on demand and following any renewal of the policy or policies.
- 17.5 The Tenant must apply all money received from the insurers of any policies of insurance effected under clause 17.1 in reinstating the Property as soon as is practicable (making up any deficiency out of his own moneys), if:
- (a) there is any loss or damage against which the Tenant has covenanted to effect insurance; and
 - (b) the lease is not terminated under any provision in it for termination on the Property becoming unfit for use because of destruction or damage.
- 17.6 The Tenant must pay to the Landlord on demand an amount equal to all moneys which the Tenant is unable to recover from their insurer and all losses charges costs and expenses incurred as a result of:
- (a) any act, default or omission of the Tenant or anyone at the Property with their express or implied authority; or
 - (b) the imposition by the insurer or the reasonable acceptance by the Tenant of an obligation to bear part of an insured loss (commonly called an excess).
- 17.7 If the rebuilding or reinstatement of the Property or any part of it proves impossible or impracticable then any money received under the policy of insurance effected under clause 17.1 must be divided between Landlord and Tenant in the proportions which the value of their respective interests in the Property bear to one another at the time of the event giving rise to its payment.

18 Use

- 18.1 The Tenant must not use the Property except for the Permitted Use.
- 18.2 The Tenant must not use the Property for:
- (a) any offensive, noisy, dangerous, illegal, immoral or improper purposes;
 - (b) keeping live birds or animals;
 - (c) exhibition or entertainment without the Landlords consent such consent no to be unreasonably withheld or delayed; or
 - (d) any sale by public auction.
- 18.3 The Tenant must not reside at or sleep on the Property.

19 Use of the Grounds

- 19.1 The Landlord, acting in good faith, shall endeavour to permit the Club to use the Grounds for the purposes of either practice or cricket matches as often as they shall reasonably require expressly including all Saturdays between 1 April and 1 October each year and at all other times on reasonable prior notice subject to the payment of 1 pence by the Club for each occasion of use.
- 19.2 The Club acknowledges that the Grounds are a community facility and whilst the Landlord will use reasonable endeavours to accommodate their request for use of the ground at times other than those expressly referred to in clause 19.1 above, there may be occasions where they will not be permitted to use the Grounds.

20 No nuisance by Tenant

The Tenant must not do anything on the Property which is or might be a nuisance or annoyance to the Landlord or their tenants or the owners or occupiers of any adjoining or neighbouring property.

21 No underletting or assignment

- 21.1 The Tenant must not assign, underlet or otherwise share or part with possession of the Property except:
- (a) on an assignment to one or more new trustees of the Club having obtained the Landlord's written consent such consent not to be unreasonably withheld or delayed; or
 - (b) that the Tenant may from time to time let or hire out the building on it for a sporting, recreational, leisure or charitable purpose for not more than 48 hours in any one case.
- 21.2 The Tenant, acting in good faith, will give due consideration to any request of the Landlord to permit another sporting group to have temporary access to the Property in connection with that group's use of the Grounds, at such reasonable charge as the Tenant may deem appropriate.

22 Notice of dealing

Within one month after every assignment, underletting, charge or other devolution of the Property, the Tenant must:

- (a) give written notice of it to the Landlord;
- (b) produce the original or a certified copy of the document effecting or evidencing the devolution.

23 Compliance with law

For the purpose of their use of the Property the Tenant will at their own expense:

- (a) obtain all necessary consents from every competent authority;
- (b) comply with all relevant statutes and regulations and requirements of every competent authority;
- (c) on demand by any relevant authority discontinue their use of the Property and remove from it anything which the authority requires to be moved;
- (d) produce to the Landlord on demand evidence of their compliance with this clause; and

- (e) compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any obligation under this clause.

24 No planning application without Landlord's consent

The Tenant must not make any application for planning permission in respect of the Property without having obtained the Landlord's written consent and (if the Landlord attaches any conditions to the consent) not to apply for any planning permission except in accordance with those conditions.

25 Work directed by authority

25.1 If the Tenant becomes aware of any legal obligation they must:

- (a) notify the Landlord of it;
- (b) comply with it; and
- (c) compensate the Landlord in full on demand for any liability for it.

25.2 The Tenant will not be under any obligation to the Landlord under this clause to comply with any legal obligation if the Landlord has:

- (a) requested them in writing not to comply with it; and
- (b) agreed to compensate them in full on demand for any liability for any failure to comply with it.

26 Tenant to restore Property

If the Tenant makes any addition or alteration to the Property after completion of the Works without the permission of the Landlord the Tenant must to the extent that the Landlord reasonably requires at the end of the Term reinstate the Property to the Landlord's entire satisfaction and restore it as if the addition or alteration had not been made, and pay the expenses properly incurred by the Landlord (including legal charges and surveyors' fees) in connection with supervising the reinstatement.

27 Yield up

At the end of the Term the Tenant must return the Property to the Landlord in the state and condition in which this lease requires the Tenant to keep it.

28 Re-entry

This lease comes to an end if the Landlord forfeits it by entering any part of the Property, which they are entitled to do whenever:

- (a) the Tenant has not complied with any of the terms in this lease;
- (b) any execution is levied on the Tenant's goods or on the Property; or
- (c) if any steps are taken for the dissolution of the Club or (without having obtained the Landlord's prior written consent) to alter its objects;

29 Transmission of notices

The Tenant must immediately send to the Landlord a copy of any notice received by them affecting or likely to affect the Property.

Service of notices

- 29.1 Any notice given under this deed must be in writing and may be served:
- (a) personally;
 - (b) by registered or recorded delivery mail;
 - (c) by any other means which any party specifies by notice to the others as a means by which he is willing to accept service.
- 29.2 Each party's address for the service of notice is their above mentioned address or such other address as they specify by notice to the other
- 29.3 A notice is deemed to have been served:
- (a) if it was served in person, at the time of service;
 - (b) if it was served by post, 48 hours after it was posted.

30 Consent to the Landlord's release

The Tenant must not unreasonably withhold consent to a request made by the Landlord under section 8 of the Landlord and Tenant (Covenants) Act 1995 for a release from all or any of the landlord covenants (as defined in that Act) of this lease.

31 No third party rights

This lease licence does not create, confer or purport to confer any benefit or right enforceable by any person who is not a party to it.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 -- Rights Granted

The right (in common with the Landlord and all other persons having similar rights) for purposes connected with the use of the Property under this lease:

- (a) to use the footpaths forming part of the Grounds leading from Western Road to the Property;
- (b) to connect to and use the service media in, under or passing through the Landlord's neighbouring property; and
- (c) to enter the Landlord's neighbouring property for the purpose of inspecting, cleaning, decorating, maintaining or repairing the Property and the service media serving it.

This right of entry is given on the condition that the persons exercising it cause as little damage to any adjoining and neighbouring land and inconvenience and obstruction as reasonably practicable and make good or compensate the Landlord and any owners or occupiers of any adjoining or neighbouring land in full for all damage caused in the exercise of such right.

Schedule 2 -- Rights Reserved

The right for the Landlord and all others having similar rights:

- (a) to enter the Property for the purposes of exercising their rights under this lease;
- (b) to connect to use, maintain, renew, alter, and replace all service media in, under or on the Property now or in the future;
- (c) to execute building, demolition and other works on land adjacent to the Property; and
- (d) to use its adjacent property in such manner as the Landlord thinks fit.

Executed as a deed by

JEANETTE GARONER

as Trustee of Hailsham Cricket
Club in the presence of an
independent witness



[Witness only]

Name E. R. Briggs

Address 143, Bramble Drive

Hailsham, E Sussex

Occupation Retired

Executed as a deed by

TREVOR SCOTT

as Trustee of Hailsham Cricket
Club in the presence of an
independent witness



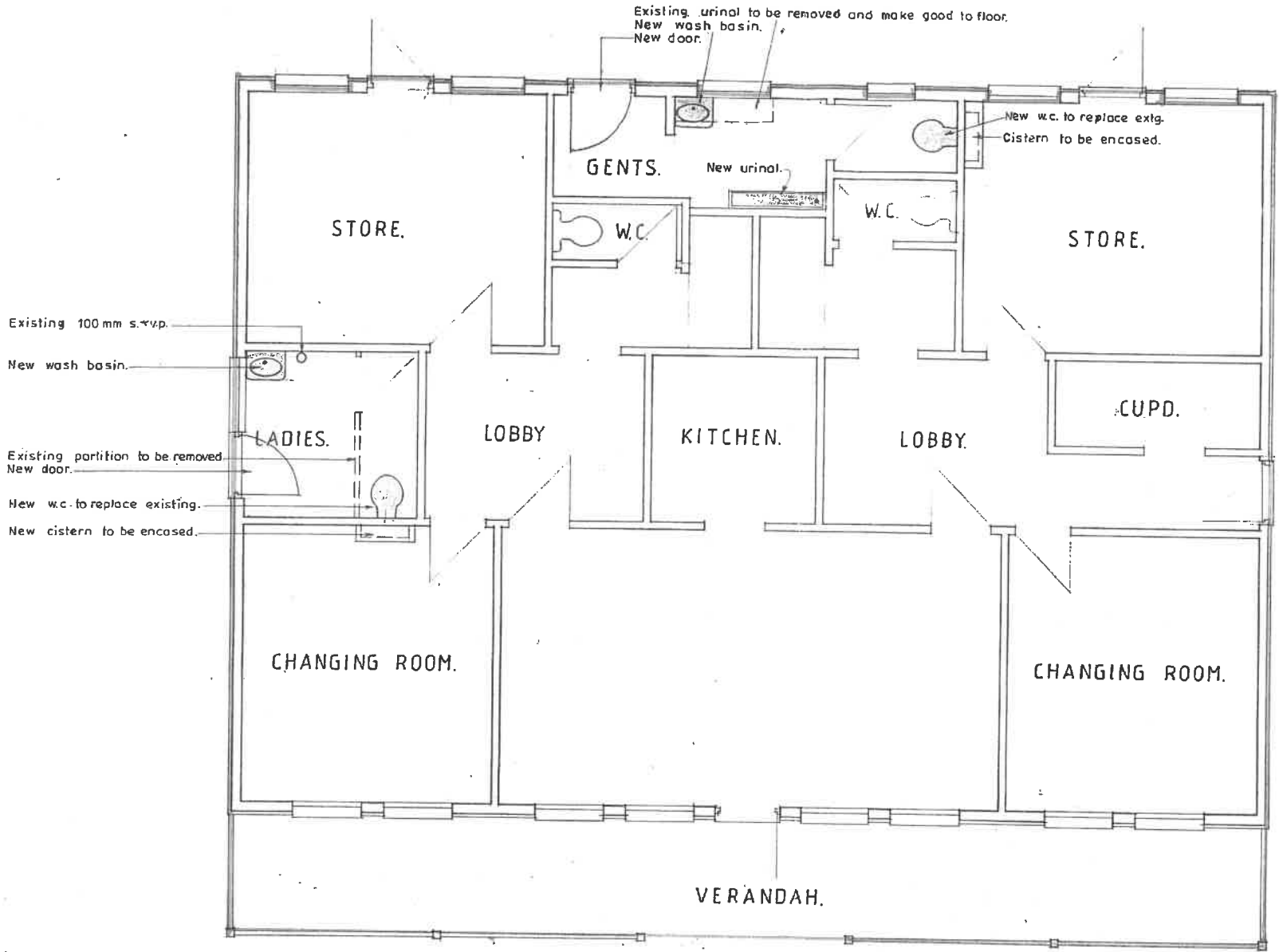
[Witness only]

Name E. R. Briggs

Address 143, Bramble Drive

Hailsham, E Sussex

Occupation Retired



FLOOR PLAN.

RAYMOND F. ALLCORN
 48 SUMMERHEATH ROAD,
 HAILSHAM, SUSSEX BN27 3DR
 TELL: (01323) 641896

Scale: 1:50
 Date: SEPT. 1996.
 Drwg No: 1532/96.

Report to	Assets Management Committee
Date	29.11.2023
By	John Harrison, Town Clerk
Title of Report	Hailsham Football Club

1. Purpose

To receive an update on costs for the new clubhouse

2. Previous Resolution

Assets Management Committee meeting 20.09.2023 (Minute Ref AMC/23/4/66)

Mr I. Fairweather, Chair of Hailsham Football Club, addressed the Committee in relation to the Football Club's plans for a new clubhouse. The old clubhouse has now been demolished and will be replaced with new changing rooms. He advised that planning permission has been agreed for this and he is now considering quotations for the new changing rooms.

He further advised that the new changing rooms must meet the FA Standards. Part of the refurbishment includes toilets, which will be available to use when the Club is open. The Club are open to discussions in relation to making the toilets public and sharing the costs for cleaning and maintenance with the Town Council, as well as for events such as the Bonfire event.

M. Laxton asked I. Fairweather to consider a full changing places facility when the toilets are rebuilt.

Members noted that £70,000 of CIL has been ringfenced by Hailsham Town Council to match-fund the football club improvements.

It was further noted that the cost for the works may have increased and I. Fairweather advised he would return to a later meeting of the Assets Committee once he has received the quotations.

J. Harrison advised that any extra funding that is requested by the Football Club would need to be agreed firstly at the Assets Committee and then at Full Council.

3. Email received from Mr I. Fairweather (Vice Chairman, Hailsham Town FC), 21.11.2023

I am aware that there is a meeting of the Assets Management Committee next Wednesday, but will not be there this time as I will be busy at work with the consequences of the Chancellor's Autumn Statement.

However, I thought it would be useful to provide a short update on our plans, especially as initial soundings about the changing room development have indicated that building costs have increased since I received the Quantity Surveyor's report. We are also looking into the possibility of upgrading the disabled toilet to a Changing Spaces module, to further improve the facilities available to spectators. It would therefore be helpful if you could mention to the

Committee that we might be looking to request an additional £30,000 grant from the Town Council (along with applications for grants from Wealden District Council and the Football Foundation, amongst others).

At present we are prioritising the upgrade of our floodlights to LED, which will require WDC planning consent and hope to install these next summer. The upgrade will reduce our running costs, but more importantly will secure supply as the current fluorescent lamps are obsolescent. The cost of the upgrade will come from a Football Foundation grant plus match funding by the football club.

Please let me know if you require any further information at the present time.

Hailsham Town FC redevelopment proposal

Introduction to Hailsham Town FC

Hailsham Town FC currently runs three senior football teams (First team, U23 development team and U18 team), which play in the Southern Combination Football League.

In addition, we recently established a Junior section with almost 100 young players registered and training on the Beaconsfield on Saturday mornings (and on the Western Road recreation ground in the winter). We have entered teams this season at U7, U9, U10 and U11 in the Crowborough and District Junior Football League (CDJFL), as well as offering an U6 training class (as they are too young to enter a team). The Club is very keen to develop Ladies football teams but will do so organically as the girls playing in the Junior section get older and can no longer play in mixed teams after age 16.

The Beaconsfield currently hosts matches for the Club's three senior teams, plus on alternate Saturdays for Welcroft Park Rangers FC, which play in the East Sussex League. Junior matches take place either on the main pitch (if the conditions are suitable) or on pitches specially marked out on the Western Road recreation ground.

The Club also hires the ground to local football clubs for their matches and hosts charity fundraising matches. In addition, the Beaconsfield hosts the CDJFL annual Cup finals and has hosted matches for Hailsham Community College.

The Club is constituted as a Community Amateur Sports Club and is a members' club

The proposal

The current changing room facilities at the Beaconsfield are contained within the clubhouse, which was built over 20 years' ago, and which no longer meet the FA's Ground Grading requirements for our level (Step 6 Non-League Pyramid). The recent introduction of a junior football section also places the facilities under increasing strain, which constrains our ambitions to host Junior football tournaments.

In addition, the modular building that houses the old clubhouse (on the eastern side of the Beaconsfield) is delapidated and needs to be demolished before it collapses, with the risk of injuring a spectator or passer-by.

The Club therefore intends to demolish the old clubhouse and replace it with new changing rooms and spectator toilets. The Club would be very willing to discuss the feasibility of opening the latter to users of the Western Road recreation ground when not required by the Club and has drawn up plans accordingly that include access from outside the Beaconsfield.

One other factor that currently means the Club fails to meet the FA's Ground Grading requirements is that the old clubhouse is too close to the pitch and also restricts the views of spectators in the covering terrace area. The Club has therefore been requested by the County League – which carries out Ground Grading inspections – to step back the replacement building by a further metre from the pitch. To do this, we would need to utilise the space behind the building that is currently taken up by a path (constructed by the Club when the old clubhouse was installed) and we request that the Town Council grant us permission to build upon this space. The Club will of course construct a replacement path along the back of the new building as part of the redevelopment work, bringing it into alignment with the existing path. This would improve visibility of the entire path from the recreation ground and remove the current dogleg that has created a space for vandalism and littering.

The new changing rooms would meet all the current (and anticipated future) FA Ground Grading requirements for the Club's current level and would permit the Club to be promoted back to the Southern Combination Premier League should the First Team's performance improve.

The new changing rooms would be in addition to those in the clubhouse, which would be retained to permit the Club flexibility to host football tournaments and charity competitions involving more than two teams. This would increase the availability of the Beaconsfield to the local community.

Project Plan

The Club intends to phase the redevelopment over a period of three years, to enable us to raise money and sponsorship from the local community, individuals and local businesses. The work would be carried out 'out of season', during the summer months when no football is played, and the priority will be to demolish the old clubhouse and make the ground safe and secure.

The Club has engaged the services of a Sports Consultancy with experience of similar projects to help us with the planning process and to apply for grants. The Club intends to apply to the Football Foundation for the maximum grant (currently £70,000) for the redevelopment.

The estimated cost of the redevelopment is £260,000 – broken down below – and the Club would very much appreciate the financial assistance of the Town Council to help us achieve our ambition to improve the football facilities for the town of Hailsham and surrounding areas as well as reintroducing public toilets to the Western Road recreation ground.

Requests to Town Council

1. Support for planning application when submitted
2. Permission to step-back the new development for a further metre into the annex between the Western Road recreation ground and the Diplocks Industrial Estate
3. Financial support for the new development in recognition of the improved amenity for the community and new public toilets for users of the Western Road recreation ground. The Club needs an allocation of at least £70,000 to match maximum funding from the Football Foundation, while the Club raises the remaining £100,000+ from other sources
4. Agreement to a 'shared maintenance' scheme for the public toilets.

ANNEX

Estimated redevelopment costings (subject to verification by a quantity surveyor)

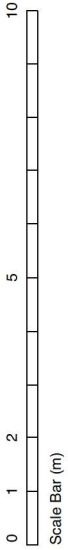
Phase one – Demolition and making site secure - £20,000 + VAT

Phase two – Provision of services and groundworks - £40,000 + VAT

Phase three - Construction - £150,000 + VAT

Consultancy and planning fees etc - £10,000 + VAT

Total - £220,000 + VAT (£264,000 inclusive)



GENERAL NOTES

All building work shall be checked on site. All work must be checked by the architect or a Chartered Building Surveyor before construction starts. All work must be checked by the architect or a Chartered Building Surveyor before construction starts. All work must be checked by the architect or a Chartered Building Surveyor before construction starts. All work must be checked by the architect or a Chartered Building Surveyor before construction starts.

File Ref: 1161-PR-01 & E-Drawings

Project:
The Beaconsfield
Hailsham FC, Western Road

Drawing:
Proposed Plan

Scale:
1:100 @ A3

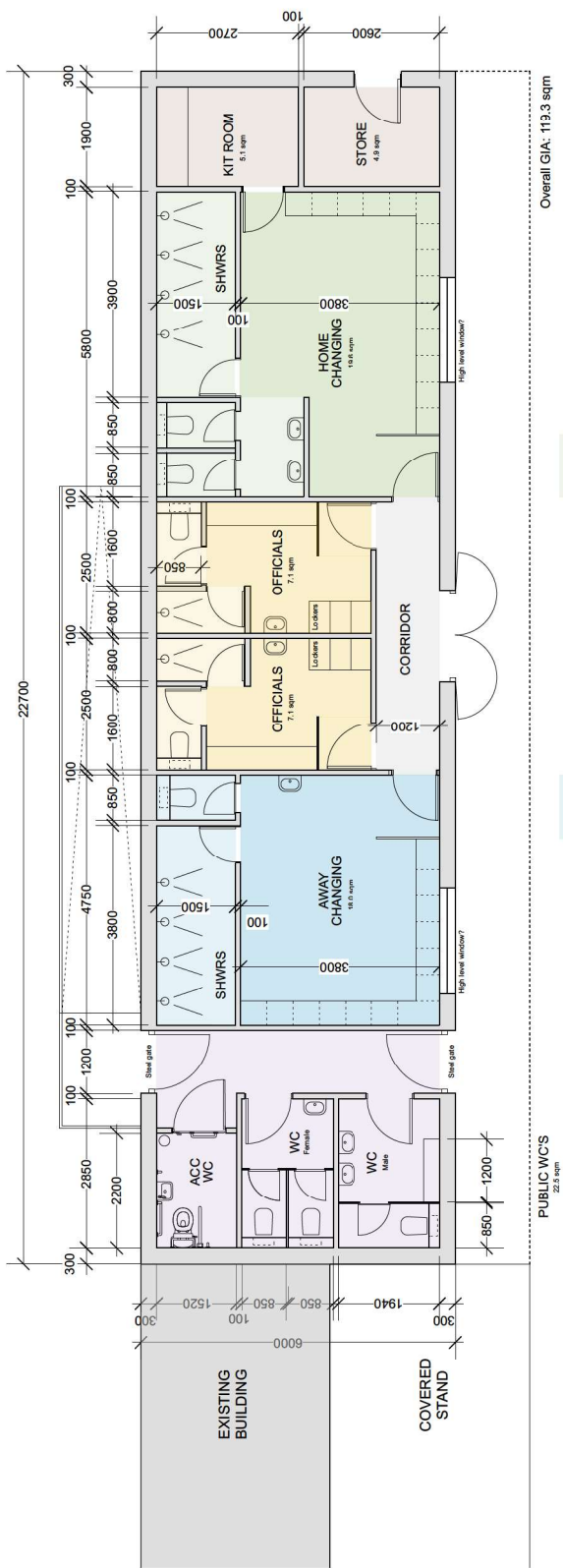
Date:
December 2021

Drawn By:
1161-PR-01

Rev:
P1

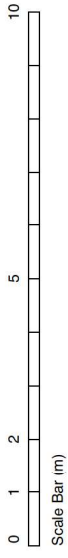
BEN JONES ARCHITECTS

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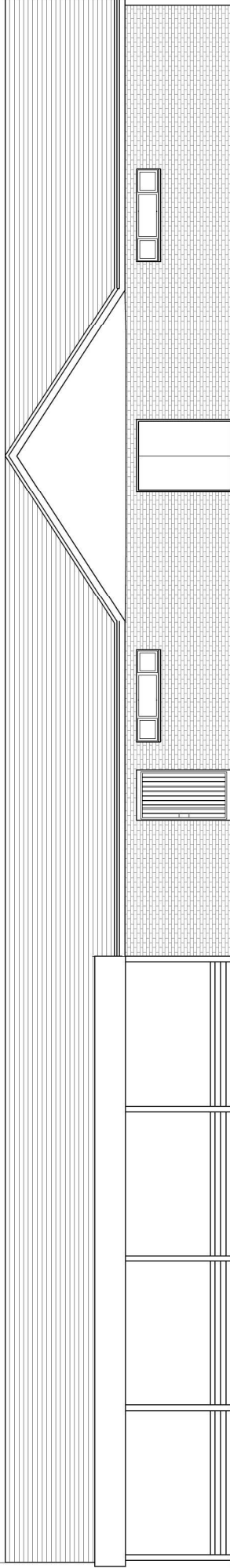


Overall GIA: 113.3 sqm

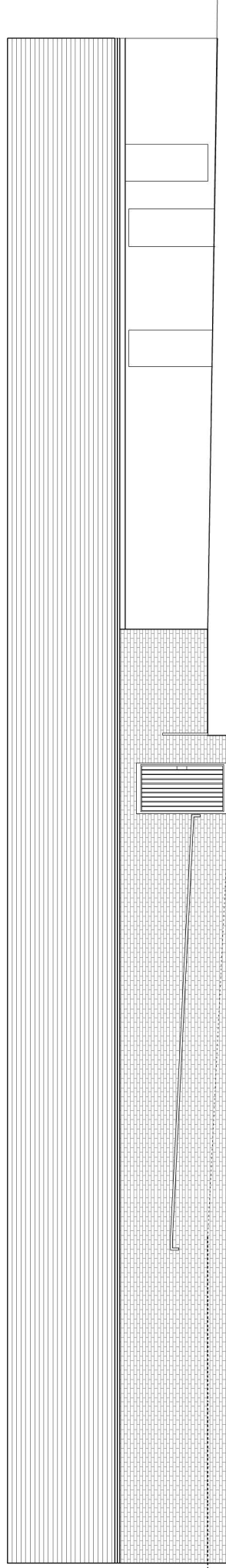
PUBLIC WCS
22.3 sqm



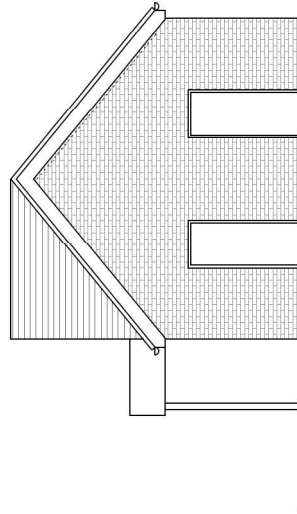
New pitched roof extends over existing building



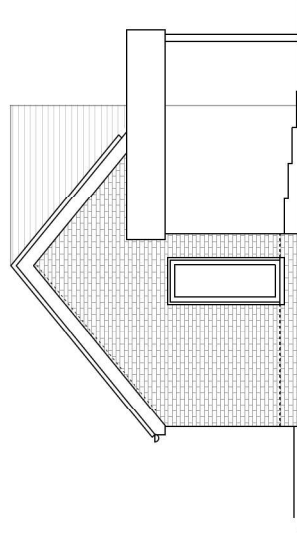
Proposed West (Pitch-facing) Elevation



Proposed East-facing Elevation



Proposed South-facing Elevation



Proposed North-facing Elevation

GENERAL NOTES
 All works to be carried out in accordance with the relevant British Standards and specifications. All materials to be used shall be of a quality suitable for the intended use and shall be approved by the relevant authorities.
 The drawings shall be used for information only and shall not be used for construction purposes. Any changes to the drawings shall be made by the architect and shall be subject to the approval of the relevant authorities.
 Notes: For further information, please contact the architect.
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File Ref: 1181-Plans & Elev-02

Project
 The Beaconsfield
 Hailsham FC, Western Road

Drawing
 Proposed Elevations

Scale
 1:100 @ A3

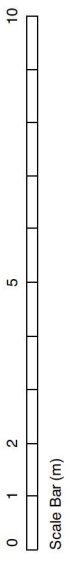
Date
 December 2021

Dwg No
 1097-PR-02

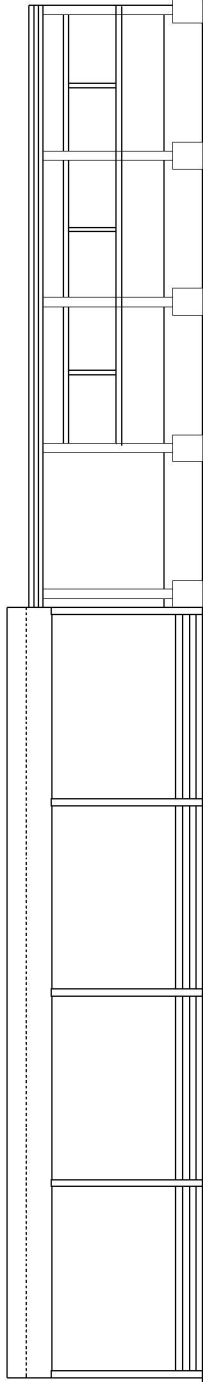
Rev
 P1

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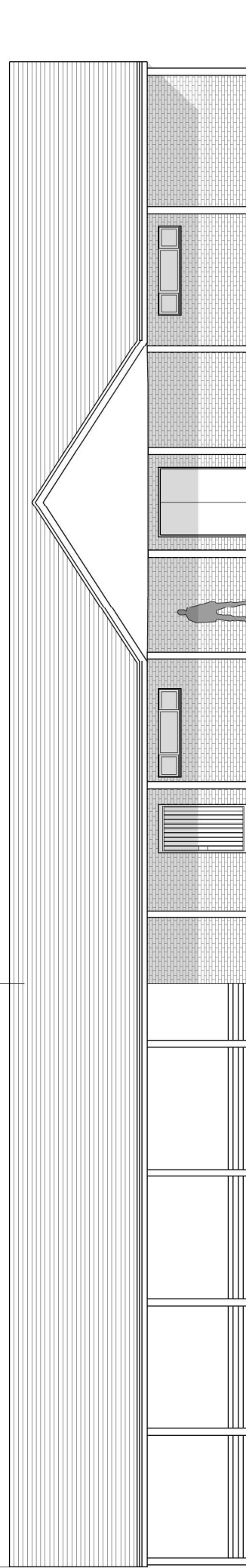


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 Hailsham Town FC
 1161-SK21209



Existing (Pitch-facing) Elevation

← New pitched roof extends over existing building →



Proposed (Pitch-facing) Elevation

