

David A. Phillips

From: David A. Phillips
Sent: 19 May 2016 09:58
To: 'Wendy Thomas'
Cc: Paul Walker
Subject: RE: Coedffranc Community Council - Playing Fields at Skewen

Dear Wendy

Happy to meet on site and discuss and then if you wish I could send out the usual heads of terms for a lease.

When would your members be available to meet?

David Phillips

Property and Valuation Manager / Rheolwr Eiddo a Phrisio
Neath Port Talbot County Borough Council/ Cyngor Bwrdeistref Sirol Castell-nedd Port Talbot Tel/ Ffôn: 01639 686980

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From: Wendy Thomas [mailto:clerk@coedffranc-wcc.gov.uk]
Sent: 19 May 2016 09:56
To: David A. Phillips
Subject: RE: Coedffranc Community Council - Playing Fields at Skewen

Dear David

The Members discussed the possibility of taking over Llandarcy Institute at the Council Meeting last night as you know.

I have been asked if it is possible to arrange a site visit for all the Members.

Clr Wingrave and I have been given permission to investigate the issue further, so I will need to know what the annual lease cost would be, and find out if we would be eligible for a grant to cover or help towards the cost of the lease.

Additionally, I have been asked to find out what type of break clause would be in the Lease Agreement, so if we found the cost was too much we could withdraw from the lease. The Members want to know how often the break clause would come into effect.

ards

Wendy Thomas MILCM
Clerk to the Council
Coedffranc Community Council
Memorial Hall
Skewen Park
Off Wern Road
Skewen
Neath
SA10 6DP

Tel: 01792 817754

Email: clerk@coedffranc-wcc.gov.uk

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From: David A. Phillips [<mailto:d.phillips@neath-porttalbot.gov.uk>]

Sent: 18 May 2016 12:29

To: Wendy Thomas <clerk@coedffranc-wcc.gov.uk>

Subject: Re: Coedffranc Community Council - Playing Fields at Skewen

Dear Wendy

I am away today

Do not have the rental value but can look at it tomorrow if you want.

We have a policy with town and community councils that we charge market rent for the use and then yes you can apply to the director of finance and corporate services for a grant to cover the rent.

He would report to Cabinet Board for a decision in line with what has happened with your other leased buildings.

What I suggest is that you go ahead in principle and then only sign the lease once you know the outcome of the grant application.

David Phillips

Property and Valuation Manager / Rheolwr Eiddo a Phrisio
Neath Port Talbot County Borough Council/ Cyngor Bwrdeistref Sirol Castell-
nedd Port Talbot Tel/ Ffôn: 01639 686980

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David A. Phillips

Wendy

From: David A. Phillips
Sent: 11 October 2016 17:41
To: clerk@coedffranc-wcc.gov.uk
Subject: FW: Llandarcy Community Centre
Attachments: Letter re Pantyffordd Hall.doc; HOT Onllwyn Community Centre.doc; 3805_001.pdf

Dear Wendy

Further to the above and our meeting a while ago and please accept my apologies for the delay in coming back to you.

I attach revised heads of terms with minor amendments as requested to clause 8(iii) and 8(ix).

In respect of clause 8(xii) this is a standard clause but I will send you an explanation via legal under separate cover.

On the other queries you raised I advise as follows:

a) In respect of water ingress I have been advised that the flat roof coverings have been renewed in the previous 10 years but there is evidence of a temporary flashband repair around the parapet copings above the hallway. If it is that your Community Council decides to proceed then in advance of the lease being completed I can confirm that my Authority would rebed and repaint the same.

b) As to the main roof, being honest, I have been advised that the tiles have become obsolete. Approximately one quarter of the roof has been renewed with a different style of tile, allowing the salvaged tiles to locally repair the remainder of the roof. As you will no doubt realise the non renewed parts of the roof are of an age which means that there will be the need for ongoing repairs and eventual renewal.

c) As to the windows you are correct in saying that the Authority has installed some UPVC windows in the past. Prior to any windows being renewed the Authorities Head of Planning Services should be contacted to determine whether the proposed window material and type are appropriate.

d) I attach an example of a Service Level Agreement that has formed part of a lease of another Community Centre. It is likely that this would need to be amended to reflect the situation on the ground where there are no current users.

I trust this answers your outstanding queries and look forward to hearing from you at your convenience.

If it is that your Community Council wishes to proceed then let me know.

As you will appreciate I would need to report the matter to Cabinet Board for resolution and on the basis that approval was granted I would then be able to instruct the Head of Legal Services to draft the lease and send out to you for approval and completion etc.

For information the next Cabinet Board is on 28th October 2016 and so if it is that you want to proceed it can go to that Board however the deadline date for submission of reports is very tight (i.e. by the 18th October 2016) but there is another Cabinet Board 6 weeks later.

Any queries then please give me a ring on 01639 686980.

David Phillips

Strategic Property and Valuation Manager / Rheolwr Eiddo a Phrisio Strategol

Neath Port Talbot County Borough Council/ Cyngor Bwrdeistref Sirol Castell-nedd Port Talbot Tel/ Ffôn: 01639 686980

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From: David A. Phillips
Sent: 08 June 2016 16:48
To: clerk@coedffranc-wcc.gov.uk
Subject: Llandarcy Community Centre

Dear Wendy

As discussed please see attached covering letter, heads of terms, location plan and copy of the asbestos report.

I will put the hard copy in the post for you tomorrow.

Any queries then please give me a ring.

David Phillips

Property and Valuation Manager / Rheolwr Eiddo a Phrisio
Neath Port Talbot County Borough Council/ Cyngor Bwrdeistref Sirol Castell-nedd Port Talbot Tel/ Ffôn: 01639 686980

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8th June 2016
01639 686980
d.phillips@npt.gov.uk

Our Ref: DP/40/G
David Phillips

First Class

Wendy Thomas,
Clerk to Coedffranc Community Council,
Memorial Hall,
Skewen Park,
Off Wern Road,
Skewen,
Neath
SA106DP.

Dear Sir,

Re: Proposed lease of Llandarcy Community Centre, Prettyman Drive,
Llandarcy, Neath.

I refer to the above matter and in particular to your previous emails and telephone discussions with my D.Phillips.

As part of the Authorities Forward Financial Plan the Authority has decided to close the above Centre.

I note your Community Councils interest in leasing the premises to enable it to continue to be used as a Community Centre.

Accordingly I set out on the attached schedule, the Authorities standard terms and conditions for such leases and on the basis of which I am prepared to recommend the Authority proceeds in this matter.

I now look forward to receiving your Community Councils approval in writing.

I will be then in a position to seek relevant Cabinet Board resolution for the same. On the basis approval is forthcoming I will then be in a

position to instruct the Head of Legal Services to proceed to legally complete the new lease.

I note your Community Councils wish for the lease to be at a nominal/reduced rent.

As discussed in respect in respect of Town/Community Councils, my Authority has adopted a Policy that all such property transactions be dealt with on an open market basis.

However my Authority has resolved to give sympathetic consideration to any requests for grants to cover the cost of the annual rent.

Your Community Council can apply to the Authority for a grant on this basis to assist with the annual rent. However the Authority would have to consider the request on its individual merits at this stage.

Any such request should be made direct to Mr.H.Jenkins, Director of Finance and Corporate Services via The Civic Centre, Port Talbot.

Yours faithfully

For the HEAD OF PROPERTY AND REGENERATION.



Neath Port Talbot Castell-nedd Port Talbot

County Borough Council Cyngor Bwrdeistref Sirol

DIRECTORATE OF ENVIRONMENT

HEAD OF TERMS

FOR GRANT OF A LEASE OF LLANADARCY COMMUNITY HALL, PRETTYMAN DRIVE, LLANDARCY, NEATH.

WITHOUT PREJUDICE

1. The Lease shall be in the name of Coedffranc Community Council.
2. The extent of the demised premises shall be that land and buildings as shown edged in Red on the attached copy plan having an area of 2065 square metres or thereabouts comprising all of the land and buildings identified thereon subject to any subsisting rights that may exist.

Rights are also reserved in favour of the Council for all purposes to access any adjoining land and to make connections to clean, renew, remove, replace or inspect as necessary any associated existing conduits/apparatus situated within the demised premises.
3. The Lease is to be for a term of 25 years from a date to be agreed at a rental of [REDACTED] per annum, subject to upwards only review every 5 years to the market rental value of the land and buildings.

If agreement is not reached, the matter to be referred to Arbitration for determination.

There is to be an option in favour of the Lessee to terminate the lease on the giving of three months advance notice in writing.
4. The Lessee shall not assign or share possession of the whole or any part of the demised premises.
5. The use and occupation of the demised premises is to be limited to the use of a Community Hall only.
6. The lease will be subject to a service Level Agreement which will specify that the Community Centre will continue to be used for Community Services and activities in association with the terms of the agreement to be entered into at the same time as the lease.
7. From the date of occupation and throughout the term of the lease the Lessee shall observe and comply with all consents statutory or otherwise (to include Fire and building regulations and all Health and Safety Legislation) required and to obtain all other all

necessary licences permissions approval of plans and specifications and other things required by Law in respect of the demised premises and thereafter comply with the same, relevant copies of which are to be lodged in advance with the Council.

The Lessee to comply with all relevant Health and Safety legislation for its use and to indemnify the Council to this effect.

I attach a copy of the relevant Asbestos Report for the demised premises.

8. The following additional Head of Terms are the Lessee's responsibility and are to be included in the lease: -

- i) to pay the rent
- ii) to pay all rates, taxes, outgoing, levied as a result of the use and occupation.
- iii) to keep the whole of the demised premises throughout the term in good substantial state of repair and condition and decoration to the Council's reasonable satisfaction, to include any fences, walls, gates, car park drains and pipes etc to no worse a condition than ensued at the beginning of the lease in accordance with the attached photographic record of condition.

In the event of default of this Clause the Council will notify the Lessee of the details of the works of default in writing and if after a period of 3 months from the date of notification that these works have not been undertaken to the Council's reasonable satisfaction the Council to have the right to enter into the demised premises and carry out the works etc., and to recover the full cost from the Lessee.

For the avoidance of doubt the Council would seek to meet with the tenant and discuss and agree the works which the tenant would be required to undertake and timescales for the same. Only where such agreement could not be reached would the Council enter and undertake the works and recharge the tenant for the cost of the same.

To paint as necessary, the demised premises internally at least every three years and the last year and externally (including gates and railings) at least every 5 years and the last year respectively.

- iv) to maintain the external open space and car park in good and tidy condition.
- v) To insure via a reputable company the demised premises to include any boundary walls and fences etc together with all landlords fixtures and fittings in the joint names of the Lessee and the Council, on a comprehensive basis to the full reinstatement value of the building, plus two years loss of any rental and subject to annual index linking unless specified otherwise.
- v) to permit the Council on 7 days advance notice in writing to enter for the purpose of viewing and to execute repairs and for any other purposes as specified in the lease.

- vi) not to permit an encroachment upon the demised premises or the acquisition of any new right to light passage drainage or other consent over or under the demised premises and to give notice to the Council of any threatened encroachment or an attempt to acquire any such easement known to the Lessee.
- viii) the Lessee is to be permitted to carry out internal non-structural alterations with advance Landlords consent, but structural alterations are to be prohibited.

However in respect of any Asbestos within the demised premises the Council operates a "permit for work system" and I attach the relevant form which will need to be completed and signed off in advance of any works to be undertaken to the demised premises now or in the future.

- (ix) not to erect display or permit advertising hoarding on any part of the demised premises without the advance consent of the Council.

For the avoidance of doubt the tenant would be permitted to put up a notice board(subject to obtaining planning permission etc, if required, as set out in clause 7 above).

- (x) to indemnify the Council against claims demands liabilities proceedings costs or actions whatsoever arising out of the use and occupation of the premises and the grant of the lease.
- (xi) not to use or permit any part of the demised premises to be used of illegal or immoral purposes or cause or permit any part of the demised premises to cause injury nuisance or annoyance to the Council adjoining occupiers or members of the public at large.
- (xii) to pay all expenses of the Council in respect of a notice under Section 146 of the Law of Property Act 1925.
- (xiii) to permit the Council to affix notices for re-letting purposes.
- (xiv) to yield up the demised premises together with any Landlords fixtures and fittings upon determination of the lease in accordance with the tenants covenants of the lease.
- (xv) Each party to bear its own costs in respect of the lease.

NOTES



PROPERTY & REGENERATION
Gareth Nutt B.Sc. (hons), M.Sc., DMS., FRICS
Corporate Director of Environment
THE QUAYS, BRUNEL WAY, BACON ENERGY PARK
NEATH SA11 2GG
www.npt.gov.uk

Project

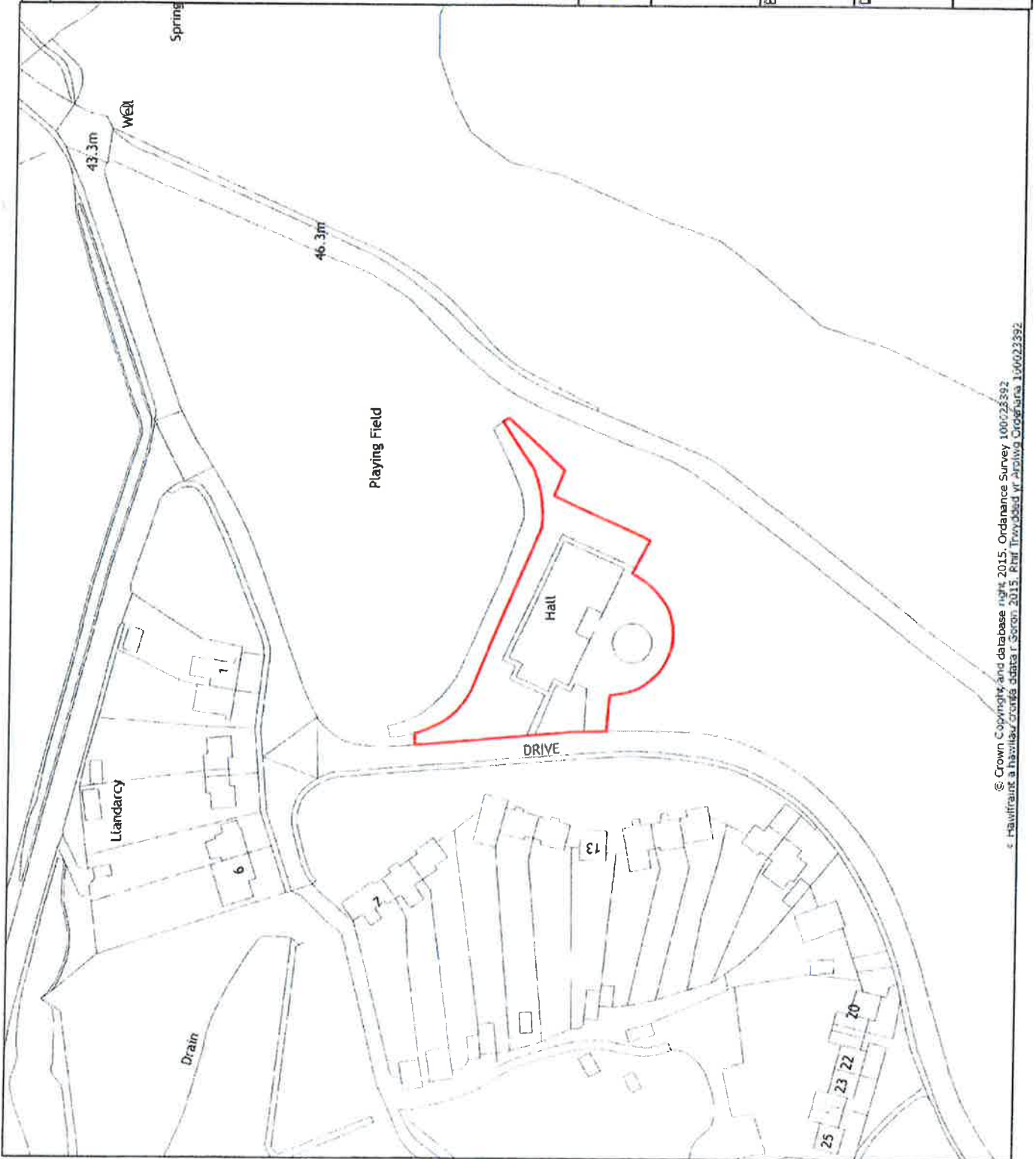
Drawing Title

Llandarcy Institute
Prettyman Drive
Llandarcy

Scales A4 @ 1:1250

Drawing No. 16-0245

REV.



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THIS AGREEMENT is made on the day of 2016.

BETWEEN:

1. **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of the Civic Centre Port Talbot SA13 1PJ (“the Council”) and
2. (“the Tenant”)

1. Definitions

In this Agreement:

- 1.1 “The Lease” means a Lease dated the same date as this Agreement and made between the Council of the one part and the Tenant of the other part.
- 1.2 “The Premises” means the Taibach Community Centre, Port Talbot being the Premises demised by the Lease.
- 1.3 “the Specification” means the Invitation to Tender issued by the Council for the occupation of the Premises on 2016, a copy of which is annexed to this Agreement at Schedule 4
- 1.4 “the Tender Submission” means the tender submission submitted by the Tenant on the 2016, a copy of which is annexed to this Agreement at Schedule 5.
- 1.5 “The Term” has the same meaning as in the Lease.

2. Operation of the Premises

In consideration of the grant of the Lease the Tenant agrees with the Council to operate the Premises as a community centre and performing arts centre for the duration of the Term and shall ensure that accommodation is provided at the Premises to the groups mentioned in Column 1 of Schedule 1 to this Agreement (‘the Existing Users’) in accordance with the following:

- 2.1 Each Existing User mentioned in Column 2 of Schedule 1 shall be allowed to use the Premises for the periods of time indicated in Column 3 of the Schedule 1.

- 2.2 Access to the Premises will be provided to each of the Existing Users either by the Tenant or the Tenant's employee being present at the Premises to allow access or by a key being provided to at least one named key holder for each Existing User.
 - 2.3 The Tenant shall ensure that adequate heating, lighting, ventilation and hot water are provided at the Premises during the hours within which they are being used by any of the Existing Users.
 - 2.4 The Existing Users shall be permitted to use the kitchen and toilet facilities at the Premises which shall at all times be kept in proper working order.
 - 2.5 The Tenant shall ensure that the Premises are clean and tidy at all times and are otherwise suitable for use by the Existing Users for their respective activities.
 - 2.6 The Tenant shall at all times comply with the Specification
 - 2.7 The Tenant shall at all times comply with the Tender Submission
- 3. Accommodation of Other Groups at the Premises**
- 3.1 The Tenant shall use its reasonable endeavours to market the Premises as a community centre for use by the local community and publicise the Premises as being available to as wide a range of local groups and organisations as possible.
 - 3.2 On being requested to do so by the Council the Tenant shall use reasonable endeavours to accommodate the activities of other local groups and organisations who may wish to use the Premises on either a regular basis or for one off events.

- 3.3 The obligations on the Tenant's part in sub-clauses 2.2 to 2.5 shall also apply to the use of the Premises by other local groups and organisations.

4. Fees

The Tenant may charge each Existing User and any other groups and organisations a fee for their use of the Premises but such fees shall not exceed to a sum equal to 110% of the fees charged by the Council for similar accommodation on its community centre.

5. Collection of Information

The Tenant shall not later than the 30th April in each year during the Term provide the following information to the Council with respect to the period of 12 months ending on the 31st of March in each year of the Term

- 5.1 The total hours that the Premises have been open in each month
- 5.2 The total number of the following that have attended the Premises during the relevant period.
 - 5.2.1 Persons under 18 years of age.
 - 5.2.2 Persons of over 60 years of age.
- 5.3 Persons with Protected Characteristics as defined in the Equality Act 2010.
- 5.4 The information required under this clause 5 shall be provided on the form set out in Schedule 2 to this Agreement.

6. Equipment

The Tenant acknowledges that the items of equipment listed in Schedule 3 to this Agreement was at the Premises at the date of this Agreement and the Tenant agrees to replace items of equipment which is damaged or destroyed during the Term with equipment of a similar specification.

7. Termination

This Agreement may be terminated as follows:

7.1 Either party may terminate this Agreement for breach by the other party of any of the provisions of this Agreement on giving written notice to the other party.

7.2 The Council may terminate this Agreement immediately if the Lease shall determine for whatever reason.

IN WITNESS whereof the parties have today executed this Operating Agreement as a deed the date first above written.

THE COMMON SEAL of)
NEATH PORT TALBOT)
COUNTY BOROUGH COUNCIL)
was hereunto affixed to this)
Agreement)
in the presence of:-)

PROPER OFFICER

EXECUTED as a Deed by
Director:

acting by a

..... (Signature Of Director)

..... (Name of Director)

In the presence of:

..... (Signature)

..... (Name)

..... Address

.....

SCHEDULE 2

Annual Attendance Return Form

Total Annual Opening Hours	
Total Attendances by persons under 18 years of age	
Total Attendances by persons over 60 years of age	
Number of hours facility hired by Disabled Groups	
Number of hours facility hired by religious Groups	
Number of hours facility hired by Welsh Language Groups	
Total Number of Groups	
Total Attendances	

Mr. Stephen Phillips,
Chief Executive,
Neath Port Talbot Council
Civic Centre,
Port Talbot, SA13 1PJ

30 September 2016,

Dear Mr Phillips,

Llandarcy Institute

I am writing in a private capacity and not on behalf of Coedffranc Community Council. I am told though that Coedffranc Community Council has been in touch with the Neath Port Talbot County Council regarding the future of the Llandarcy Institute building.

They are anxious to discuss how they can assist in this matter with the county council. However, despite writing several months ago they have had no response.

The Community Council are currently considering the future of the Jersey Marine Community Centre but are unable to make a decision on this matter until they have some clarity on the future of the Institute.

I wonder therefore if you could assist in moving this matter along.

Thank you for your attention in this matter. I look forward to hearing from you.

Yours Sincerely

FILE COPY

Date Dyddiad 10th October 2016
Direct line Rhif ffôn 01639 686980
Email Epost d.phillips@npt.gov.uk
Contact Cyswllt David Phillips
Your ref Eich cyf
Our ref Ein cyf 40/G/DP/DEL

**Re: Proposed Lease of Llandarcy Community Centre, Prettyman Drive,
Llandarcy, Neath.**

I refer to your letter dated 30th September 2016 addressed to the Chief Executive which has been passed to me to respond to.

I confirm that discussions have been ongoing with the Clerk to Coedffranc Community Council for some time regarding the possibility of the Community Council taking on a lease of the above premises.

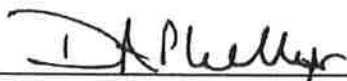
The Clerk has raised a number of queries which has taken some time to investigate.

An email response has recently been sent to the Clerk.

I trust this clarifies your query.

If you require this information in larger print, or in an alternative format, please contact the above named officer.

Yours faithfully



For HEAD OF PROPERTY & REGENERATION

Environment

Simon Brennan Head of Property & Regeneration

The Quays, Brunel Way, Baglan Energy Park, Neath SA11 2GG

Tel/Ffôn 01639 686868 Fax/Ffacs 01639 686100

Yr Amgylchedd

Simon Brennan Pennaeth Eiddlo ac Adfywio

Y Ceiau, Ffordd Brunel, Parc Ynni Baglan, Castell-nedd SA11 2GG

Ffôn 01639 686868 Ffacs 01639 686100

ECONOMIC AND COMMUNITY REGENERATION CABINET BOARD

JOINT REPORT OF THE DIRECTORS OF ENVIRONMENT & EDUCATION, LEISURE AND LIFELONG LEARNING

19th MARCH 2015

SECTION A – MATTER FOR DECISION

**WARD(S) AFFECTED: GLYNCORRWG, BRYN, COEDFFRANC
WEST, SANDFIELDS EAST.**

RATIONALISATION OF COMMUNITY CENTRES:

Purpose of Report

To ask Members to agree the closure of Glyncorrgw and Llandarcy Community Centres and for them to be declared surplus to requirements, and also to note the key holder arrangement for Bryn Community Centre.

Background

As part of the Forward Financial Plan, the decision was taken to review the current stock of eleven Community Centres / Community Education Enterprise Centres.

In order to assess the potential impact of the proposed changes, a structured consultation was undertaken. This included an extensive review of the existing operation combined with a series of public meetings across the County Borough.

An Equality Impact Assessment has been undertaken to assist the Council in discharging its Public Sector Equality Duty under the Equality Act 2010. This EIA was included in the original review of Community Facility Provision report that went to ECRB 14th January 2015.

It was made clear throughout consultation that issues relating to the future use of the centres for community use were a huge concern.

Glyncorrwg Community Centre:

In 2014 a community group entered into a lease of the Noddfa Community Centre in Glyncorrwg. The Glyncorrwg Community Centre remained open and continued to be managed by the Local Authority.

As part of a review of community facility provision, a public consultation exercise has been carried out and as part of this exercise it was hoped that another community group could be identified to take on a lease of Glyncorrwg Community Centre. Unfortunately no such group has come forward.

The proposal is to close the Community Centre.

On a positive note the three existing user groups can be accommodated in the Noddfa Centre and other local facilities.

Llandarcy Community Centre:

A number of years ago, The Llandarcy Community Centre ceased to operate as a Community Centre since when it has provided office accommodation for Neath Port Talbot Youth Service. The Youth Service will be relocated in the near future, and the proposed is for the Centre to then close.

Bryn Community Centre:

The Authority has been approached by Bryn Residents Action Group (B.R.A.G) who have expressed an interest in entering into a key holder licence agreement to take over the majority of the day to day opening and closing responsibilities.

This would allow the premises to continue to be run as a Community Centre thereby ensuring wherever possible no loss of services to the local community.

Terms and Conditions have been agreed for the licence agreement and the Head of Legal Services instructed by the Director of Environment under his Delegated Powers and it is anticipated the licence agreement will be completed for the end of March 2015.

Sandfields Community Education Centre:

Sandfields Community Education Centre will be closed in December 2015 and then demolished as part of the development of the new Comprehensive School.

Where possible existing user groups will transfer to the new Comprehensive School or alternative facilities.

Appendices

None.

Recommendations

In light of the original report on the 14th January, Members are requested to approve the closure of Glyncorrwg and Llandarcy Community Centres. and for both to be declared surplus to requirements, and passed to the Director of Environment to consider the most appropriate way of disposing/dealing with the premises.

In addition Members are requested to note the key holder arrangement for Bryn Community Centre

Reasons for Proposed Decision

To secure saving proposals in line with the Directorates Forward Financial Plan.

List of Background Papers

None

Officer Contact

For further information on this report, please contact:-

Paul Walker,
Physical Activity and Sport Services

☎ 01639 861107

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COMPLIANCE STATEMENT

RATIONALISATION OF COMMUNITY CENTRES:

(a) Implementation of Decision

The decision is proposed for implementation after the 3-day call-in period.

(b) Sustainability Appraisal

Community Plan Impacts

Economic Prosperity	- no impact
Education & Lifelong Learning	- Negative
Better Health & Wellbeing	- Negative
Environment & Transport	- no impact
Crime & Disorder	- no impact

Other Impacts

Welsh Language	- no impact
Sustainable Development	- no impact
Equalities	- Negative
Social Inclusion	- Negative

(c) Consultation

This item has been subject to external consultation, as per the original report