MICHELMERSH & TIMSBURY PARISH COUNCIL

Confidential Minutes of the Extraordinary Parish Council Meeting held on Monday 9th August 2004 at 7.00 p.m. in the Jubilee Hall, Timsbury.

Present: Dr. W. A. Lees (Chairman)
Mr. D. Cowling
Dr. J. Glasspool (late arrival)
Mr. P. Pritchett-Brown
Dr. M. Subramanyam
Mr. R. Vie

TVBC Councillor Mr. D. Bidwell,

Mrs Maureen Cardy, Mr Robin Goodland, and Mr John Rhodes were in attendance representing the Sports Club (SC).

1. **Apologies** were received from Mrs C Evans, Mr. P. Buist, Mr R. Vie and from Dr Glasspool for late arrival.

In the absence of Mr. Buist, Mr. Pritchett-Brown had volunteered to take minutes listing actions and resolutions in accord with standing orders. Consequently, the chairman requested and obtained the council's unanimous agreement.

2. **Open Period**

The Chairman proposed that the open period might be utilised for an exchange of views on possible topics with the aim of solving the present difficulties regarding the imminent small claims court case.
This was welcomed by the SC representatives and it was stated that there was certainly scope for a settlement and unanimously agreed by the council.
The chairman clarified and reported on informal discussions that had taken place between himself, the vice-chairman of the council and the secretary of the SC and said that the report received from Robin Goodland formed a good point from which discussion could take place..
The Club members were asked if they formed a quorate membership of the SC Management Committee and responded that although they were not quorate it was possible for two further members to be made available in the Pavilion. Although they had no remit to accept on behalf of the SC they were confident that their views on any solution would be heard sympathetically by the remainder of their committee.

3. **Declarations of Interest**. None were declared.

4. **Negotiate terms of settlement of Claim**

In order that the PC could review the current situation the chairman proposed that as the council had to discuss a legal case the meeting be closed and remain confidential as previously. This was agreed by the PC unanimously and the SC members were invited to adjourn to the Committee Room.

Sports Club representatives and David Bidwell left the room.
Dr Glasspool joined the meeting.

4.1 **Review current situation**.
The chairman gave a short résumé to date for the benefit of Dr Glasspool.. It was agreed that there was an encouraging change in the atmosphere of the meeting.
Lengthy discussion followed covering various elements and suggestions including whether the PC should ask for a further stay in the court proceedings. It was agreed that a major stumbling point was the amount of the valuation and consequent insurance and whether this should be paid by the SC or the council vis-à-vis subsequent rent or grants.
The council was sympathetic to the concept that responsibility for the pavilion might be handed over to the SC in some manner or other with all consequent maintenance for the building and ground becoming their responsibility. The council has a grant procedure and would view applications from the SC sympathetically.

If this were to advance negotiations it might also, as a further stage, be possible for the council to suggest granting an amount toward ground maintenance annually. However this was not unanimously agreed. This might be based provisionally on the cost of 'rough ground maintenance' for the PC if no club were to be in existence.

It was agreed to open the meeting
The SC representatives and David Bidwell rejoined the meeting.

4.2 **Negotiate Possible Settlement**
The Chairman stated that the council was most sympathetic to the details in the letter from the SC of July 2nd. However there was clearly a problem with the insurance valuation in that the SC claimed to be able to obtain adequate insurance for less than half what the council was obliged to pay. The SC understood that rebuild costs would be in the region of £80,000 whereas the council had been given a value for insurance purposes of £240,000 approx. The real problems of under insurance and consequent part payment of insurance claims were discussed by the council but not accepted by the SC. Rebuilding costs would certainly increase because it was unlikely that a 'like for like' building would be permissible dependent upon the latest building regulations etc.
Other matters reviewed were how a settlement might be achieved in the context of the amount being claimed, who would pay the insurance premium and would the council support ongoing grants.
Issues relating to this were discussed.
The Chairman proposed that, as previously because of the legal situation, the meeting be closed to enable the council to consider points made. This was agreed unanimously

The club representatives left the meeting.

Further discussion included the suggestion that the court be asked for a further stay of two months but the view that one month would be better prevailed.
Further, to achieve a settlement it was thought that the SC should put forward clear proposals that would include resolving the insurance problem, to the council's satisfaction, and suggest all the topics that the club would wish to see incorporated in a new lease. This was because the issues identified in the Club's letter of the 2nd July could not be considered to be comprehensive enough.
It was emphasised that the the figure of £3,000 pa. requested for ground maintenance was unacceptable.

The meeting was opened and
The club representatives returned.

5. Decide further action

The chairman put forward the ideas discussed by the council during the closed session. There was considerable resistance by the Club members to this in view of the time and effort felt it would take. The chairman said there were a number of leases that had been prepared by the council and although refused by the SC upon which content heads of agreement could be based.

The SC Treasurer asked about ownership of the pavilion but this could not be resolved until the SC had provided the aforementioned information including insurance figures.

The SC Treasurer then asked for a copy of the Jubilee Hall lease. The Chairman responded that as there were two parties involved in this lease the lessees (Jubilee Hall Management Committee) should be approached with the knowledge that the council had no objection.

At this point the Sports Club members withdrew from the meeting without signifying further discussion, indicating their return or any further actions.

David Bidwell offered to clarify the situation and on his return stated that the SC members would not be returning.

Mr Pritchett-Brown proposed and Dr Glasspool seconded that in response to this action on the part of the SC there would be no benefit in asking the court for a further stay. This was carried unanimously.

6. Chairman's Mandate was not discussed

7. **Date of next Meeting**. In view of the SC Representatives action no further meeting was arranged.
   The meeting closed at 2150

PPB 10th August 2004

NB Except where stated there were no formal proposals made or voted upon.