



**MINUTES OF EXTRAORDINARY MEETING
OF WHITCHURCH-ON-THAMES PARISH COUNCIL
At the Village Hall at 19:30 October 3, 2022**

Members Present

Chair	Jim Donahue
Vice-Chair	Diana Smith
Members	Katherine Higley Frances Parkes Paul O'Grady

Officers Present:

Clerk, RFO	Apologies from Jane M. Yamamoto
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Public and Press:

The meeting started at 19:30.

1 **Apologies for absence & Mission Statement** 19:30

The Clerk and Cllrs Brazil and Leadbeater-Hart sent their apologies.

2 **Declaration of Interests**

There were no declarations.

3 **Public Forum** - an opportunity for members of the public to express their point of view on any item on the agenda.

There were no comments.

4 **Review of Heads of Terms of Agreement for Cricket Club**

Cormac Neeson from the Whitchurch Cricket Club (CC) provided an update on their position:

- Unless the PC are to make a significant contribution to the Pavilion (the building with the Changing Rooms) the WCC saw no reason to change the present agreement.
- They may be willing to change the Tea Hut ownership to the Parish Council in return for its refurbishment.
- The CC did not support changing the ownership Pavilion to the PC, however if the CC were to go under there could be some form of agreement that the PC could take ownership of the Pavilion. For example, after 12-18 months of not playing cricket.
- CC want PC to contribute to utilities costs for the defibrillator.
- The CC is considering setting up a trust to own the pavilion in the future.
- The current rough estimate for refurbishments was £30,000, although Cormac admitted that the cost estimate was not detailed and is likely to have gone up with inflation. The CC has £10,000 in committed donations and is seeking a £5,000 commitment from the PC.
- The CC are planning to apply for an SODC matching grant for the pavilion. If they have £15,000 committed, the grant could give them the total £30,000 they need.
- The draft Heads of Terms document that the CC prepared was intended to outline the terms in which the PC would contribute to the pavilion including access to the facilities by the community, insurance responsibilities, and sharing of utilities costs going forward.

Cllr Donahue summarised the feedback he provided to the CC following the September PC meeting:

- The PC are reviewing the draft HoT document and are happy with the approach in principle, but would want it to replace the previous PC/CC agreement as much of the old agreement is no longer relevant now that we are not replacing the existing buildings and we also need an agreement that defines how we will work together going forward.
- The PC are also trying to clarify the question of ownership of the 3 buildings in a legal sense, and asked the CC if they had a legal document of ownership which confirms this. The CCs initial response was that they didn't believe they had any documents but understood that the CC had originally paid for the buildings when the land was owned by the previous owners.
- The PC also investigated the CC proposal that the Parish Council indemnify the CC against any liability for members of the public accessing the pavilion using the PC insurance. The PC insurance provider was clear that the PC insurance cannot cover any liability for the CC Pavilion as we do not own it. If it is the CCs building, the CC insurance must cover this.

PC discussion:

- The PC has recently undertaken an informal legal review of the pavilion documentation including the Village Green Deed, the 2012 agreement with the CC, and the draft Heads of Terms document. The advice that the PC was given is that the Village Green Deed shows that the PC owns the buildings and we believe that means we would be liable for any incidents within the pavilion as well as the rest of the Village Green. The PC is therefore also responsible for health and safety checks of the pavilion including electrical equipment checks, fire safety checks, legionnaires disease checks, etc.
- We believe the intention of the 2012 PC/CC agreement referring to CC "ownership" of the three buildings was that it would be a temporary situation where the CC continues responsibility for the buildings until the new building to replace them was completed. We understand that the 2012 agreement does not constitute a legal transfer of ownership, so regardless of intention etc., the pavilion is actually owned by the PC. (Unless there is a deed showing the Parish Council then sold it to the CC, which we are pretty certain does not exist). Now that a decision has been made not to replace the existing buildings, the PC needs to confirm their legal status.
- If the PC ownership can be confirmed, we will consider taking responsibility for the refurbishment and ongoing maintenance, utilities, safety checks, and insurance, etc.
- We would then propose that we either lease it back to the CC or charge them a fee for usage either on an annual basis or per use.
- To be clear it is not our intention to ever discourage cricket playing on the Village Green and are committed to ensuring the appropriate facilities are provided for use by the WCC. We can still give the CC commitments for long term use of the buildings for cricket in line with the current agreement.

Action: The PC to perform a legal review of the Village Green Deed and PC/CC agreement to confirm the legal status of the Village Green buildings.

The WCC are welcome to provide and legal documentation if they believe that they are the legal owners of the buildings.

Meeting closed.