



Saxmundham Town Council

Minutes of the Meeting of the Gannon Institute Trust

Monday 26th September 2022 after the Full Council meeting

Councillors

D. Eastman (Chair), J. Findlay (Vice-Chair), J. Fisher, C. Hawkins, T. Lock, J. Sandbach, J. Smith, N. Hiley, B. Gulliford, E. Clark

Also present: Karen Forster (Town Clerk)

Open Forum: There were no members of the public present.

- 12/22GIT **Apologies:**
There were apologies from Cllrs. Smith, Hiley and Sandbach.
- 13/22GIT **Declaration of Interest:**
There were non-pecuniary declarations of interest in item 4b by Cllr. D. Eastman as a trustee of IP17 GNS. *It was agreed that Cllr. Findlay should chair this item and that Cllr. Eastman will take no part in the discussion or the vote.*
Cllr. Gulliford declared a non-pecuniary interest in item 15/22GIT as he is involved with ABC radio.
- 14/22GIT **Minutes of the previous meeting**
The minutes of 8th August 2022 were presented. **It was unanimously RESOLVED to accept the minutes as a true and accurate record.**
- 15/22GIT **Gannon Rooms Refurbishment and Tenancy**
a) A draft lease had been sent to ABC radio for consideration. Several points were raised. (See appendix 1 where the agreed replies have been indicated). A reply will be sent with the agreed responses.
b) *Under the chair of Cllr. Findlay.*
After discussion **It was unanimously RESOLVED to move forward with the request by IP17 GNS to lease the hall of the building as a community centre with a meeting between IP17 GNS, the Clerk, and Cllr. Lock and Cllr. Findlay.**
c) The Clerk reported that the work on the Boiler and the outside refurbishment had been agreed and should start in October.
- 16/22GIT **Finances**
The committee noted the report from the RFO, Sharon Smith.

Meeting ended at 8.25 pm

Karen Forster
Interim Clerk to Saxmundham Town Council

Signed _____ Date _____

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Appendix i.

Hi Di and Karen.

We had a very productive meeting on Tuesday, much of which was spent working through the draft licence for the Gannon Rooms.

Before we move on to the main points raised, we'd like to offer the following comments for the Town Council to consider.

The Gannon Rooms have sat idle and been neglected for a good while and are generally in a poor state of repair. They require major investment, especially the front section. Our vision for this section would see this area transformed to dramatically improve this asset - one that would be a costly exercise for us and involve a lot of voluntary labour. Our involvement provides the Town Council with a perfect opportunity, whereby our efforts would not only enhance the facility, but would save the Town Council the bother and a considerable amount of expenditure.

As previously stated, we are certainly not afraid of undertaking such a responsibility, but would expect the support of the Town Council with our endeavours, to build a positive relationship that benefits both parties.

It has been pointed out that we could, in effect, use another location outside Saxmundham, which requires minimal works, but our preference remains to use Saxmundham as our base, providing that these issues can be addressed.

ELECTRICS - As the 'landlord', we would imagine that the Town Council would prefer to have any electrical works undertaken by their contractor. As we will require additional sockets to be added (the current sockets are very limited), we would request that the Town Council provide an electrician to undertake these works at the expense of the Town Council. It may be that we can provide the fittings, but we would need a professional to install them, to ensure that they conform with current regulations. **AGREED – TC to fund.**

CEILING - The ceiling in the main front room of the Gannon Rooms is in need of repair and redecoration. There are a number of cracks and it looks as if there may be a damp issue. We consider this a task for the Town Council as a matter of some urgency. **AGREED however Council believes that the damp problem has been fixed and therefore this is only decoration.**

KITCHEN - As previously discussed and with the existing cooker condemned, we propose (as already discussed) to strip out this area and create a smaller second studio. It would seem that, to do the job properly, this room will require possible re-plastering, a new door, redecoration throughout and new flooring. We are happy to undertake these works, but will require written consent to do so. The Town Council would be responsible for the safe removal of the gas cooker and disconnection of the gas supply. **AGREED**

MAIN ROOM - Once the ceiling has been repaired and redecorated, we propose to refurbish the remaining area, to include new flooring, the construction of a stud wall (creating a corridor between the two studios), two new doors and installing a studio in the main area. Again, we are happy to undertake these works, but will require written consent to do so. **AGREED TO GIVE CONSENT**

SIGNAGE - We propose to 'wrap' the windows with professional signage to promote the station. We can confirm that planning permission is not required for this signage, but require written consent from the Town Council is. **COUNCIL**

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WOULD REQUIRE TO SEE THIS BEFORE IT GOES UP. RFO TO CHECK IF RATES WILL BE AFFECTED BY ABC TAKING ON THIS BUILDING

CAR PARKING - At present, our presenters and studio guests have permission to park at the Town Council offices and would hope to continue this arrangement if we take up occupancy of the Gannon Rooms. Can you please confirm if this is agreeable. **AGREED**

GANNON ROOMS CAR PARK - It is noted that the front of the Gannon Rooms has two large skips placed outside. We believe that these are being used by The Bell Hotel. With reports that their building works are being extended, could you please advise if there are plans for these skips to be located elsewhere? **COUNCIL TO AGREE WITH THE BELL.**

Aside from the above, the main issues arising from the draft licence are noted below for your information/comment.

In general terms the provisions of the draft licence are fair and reasonable. There are however a number of clauses which we wish to ask the Town Council to reconsider or vary, as follows:

1. The initial rent is £200 a month. Given that ABC Radio is making a substantial investment in repairs and improvements, we would like to suggest that the Town Council consider waiving any rent until we commence broadcasting from this location, or possibly until the beginning of the new financial year. This would help us to finance the project and would demonstrate a desire to work together. It is not clear if VAT is chargeable in addition and this should be clarified. The rent review in accordance with inflation is oppressive. We suggest that the rent is fixed for say the first three years and then subject to review in accordance with the open market rental value of the premises at the date of review. The review should disregard tenant's improvements. **THERE IS NO VAT CHARGED. COUNCIL HAVE AGREED TO GIVE 6 MONTHS FREE FROM WHEN ABC START TO REDECORATE. THEREAFTER, THE RENT WILL BE FIXED FOR 2 YEARS (WHICH INCLUDES THE 6 MONTHS).**

1.3 Although 1.2 says that the license is for 5 years, by clause 1.3 the licence can be terminated by either party giving 4 months' notice to the other. We suggest that 1.3 is amended to give a minimum notice period of say 3 years. In our view, this fairly reflects the substantial investment we are making in repair and improvement of the premises. We don't want to spend thousands of pounds on the premises and then find we can only use them for a few months. **AGREED**

1.4. In addition to the rent under clause 1.4, we pay a service charge for utilities. I think the clause should be clarified that the council charges us at cost to them without a mark-up or admin fee. Alternatively, perhaps the Town Council can arrange for sub-meters to be fitted so we only pay for utilities we actually consume? **THERE WILL BE NO MARK UP. COUNCIL WILL NOT BE INSTALLING SEPARATE METERS.**

1.6. says that we cannot make alterations without the council's consent. I suggest this is varied so that the consent cannot be unreasonably withheld. We should we think have the Town Council's approval in principle to the initial scheme of alterations we want to carry out. We don't want to sign up to a minimum 3 year commitment and then find that the council are unwilling to agree the alterations we need to carry out to make the premises fit for our intended use as a radio studio. **AS LONG AS ABC DO NOT DEVIATE SUBSTANTIALLY FROM THEIR BUSINESS MODEL, COUNCIL ARE HAPPY TO ALLOW REASONABLE ALTERATIONS.**

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1.8. Permitted hours should be 7.00am to midnight, so that they cover our broadcasting hours. **AGREED – DO THEY NEED/HAVE A LICENCE.**

1.9. concerns the Town Council's use of the other parts of the building. We are sure that the Town Council understands that unreasonable noise during live broadcasts would interfere with our operation. For our part we appreciate that the Town Council will want to make the best use of the other parts of the building in the interests of the community. We would ask that there is a commitment by the Town Council to liaise with us, so that we have advance warning of the hours during which the other areas are in use and thereby enabling us to make appropriate arrangements. Obviously, we would hope that the Town Council will take reasonable steps to minimise disruptive noise during live broadcasts. **AGREED THAT THE COUNCIL WILL COMMUNICATE THIS TO ALL OTHER USERS AND MAKE REASONABLE ARRANGEMENTS TO ENFORCE THIS.**

11. This clause gives the Town Council the right to vary any term of the licence unilaterally. This is unacceptable. The Town Council could for example vary the licence fee from £200 pcm to £2,000 pcm, and effectively terminate the licence at any time on one month's notice. We would prefer the clause to be deleted. If that is not possible, any variations must be with our agreement such agreement not be unreasonably withheld. **It will be reasonable for us to withhold our agreement in respect of a proposed variation which is detrimental to our occupation of the premises, for example by increasing the licence fee or requiring us to share the premises with another organisation.** **AGREED TO USE THE HIGHLIGHTED WORDS**

We hope that the above is acceptable to the Town Council and that we can look forward to progressing with a second draft license in the near future.

We feel that the next ideal step would be a meeting at the Gannon Rooms, with our board, so that we may address any outstanding issues directly.

Signed _____ Date _____