



Saxmundham Town Council

Members of the Town Council are summoned to attend a meeting of the Gannon Institute Trust on Monday 14th April 2025 at 8:30 pm at the Market Hall, High Street, Saxmundham

Agenda

1. Attendance and Apologies for Absence

2. Declaration of Interests

Councillors to declare any pecuniary interests or non-pecuniary interests and consider requests for dispensations.

3. Open Forum

Members of the public may give their views on items on this agenda or raise items for future consideration.

4. Minutes

- a) To resolve that the minutes of the meeting held on 13th January 2025 are a true and accurate record.
- b) To receive the minutes of the Management Committee meeting held on 31st March 2025.

5. Licensees

To accept the following recommendations from the Management Committee:

- a) To instruct a solicitor to review the licence arrangements with ABC Radio and IP17 GNS.
- b) To receive a report from IP17 GNS regarding a bid to Sizewell C Community Fund which includes refurbishment work and to consider granting permission.

6. Finance

- a) To note the payments and receipts for January and February 2025.
- b) To note the bank balance as at 28th February 2025.
- c) To receive the receive the budget versus actual income and expenditure report as at 28th February 2025.

7. Policies

To accept a recommendation from the Management Committee to approve the Asset Register.

8. Next Meeting

To note the date and time of the next meeting which is scheduled for Monday 8th July 2025 at 2:00 pm.

Sharon Smith
Town Clerk
7th April 2025



Saxmundham Town Council

Minutes of the meeting of the Gannon Institute Trust held on Monday 13th January 2025
at the Market Hall, High Street, Saxmundham at 8:30 pm.

Minutes

32/24GIT

Attendees

Cllr John Findlay (Chair)
Cllr Geraldine Barker (Vice Chair)
Cllr Marianne Kiff
Cllr Jeremy Smith
Cllr John Fisher
Cllr Tim Lock
Cllr David Humphreys
Cllr Nick Jackson

Apologies

Cllr James Sandbach
Cllr Elizabeth Clark

Also Present

Sharon Smith (Town Clerk)

33/24GIT

Declaration of Interests

Cllr John Findlay declared a non-registerable interest in item 36/24GIT.

34/24GIT

Open Forum

The member of the public identified himself as a Trustee of IP17 Good Neighbours Scheme. He answered questions from the Council during the discussion held under item 29/24GIT

35/24GIT

Minutes

- a) It was **unanimously resolved** to approve the minutes of the meeting held on 14th October 2024 as a true and accurate record.
- b) The Council received the minutes of the Gannon Institute Management Committee meeting held on 7th January 2025.

36/24GIT

Licensees

- a) It was **unanimously resolved** to approve the Management Committee's recommendation to reissue the licences to ABC Radio and IP17 GNS from the Gannon Institute Trust rather than Saxmundham Town Council.
- b) The Council received a report regarding utility costs for the Gannon Rooms and it was **unanimously resolved** to approve the Management Committee's recommendation to increase both licensees' contributions from 1 April 2025.

30/24GIT

Finance

- a) The Council noted the payments and receipts for October, November and December 2024.
- b) The Council noted the bank balance as at 31st December 2024.

Signed _____ Date _____

- c) The Council received the budgeted versus actual income and expenditure report as 31st December 2024 including a forecast to the financial year end.
- d) The Council noted the bank reconciliations as at 31st October, 30th November and 31st December 2024.
- e) It was **unanimously resolved** to approve the Management Committee's recommendation to approve the draft balanced budget for £9,900 for the financial year 2025-2026.

37/24GIT Next Meeting

The Council noted the date and time of the next meeting which is scheduled for Monday 10th March 2025 at 8:30 pm.

The meeting closed at 8:40 pm.

Sharon Smith
Town Clerk

Signed _____ Date _____



Saxmundham Town Council

Minutes of the meeting of the Gannon Institute Management Committee held on Monday 31st March 2025 at the Town House, Station Approach, Saxmundham at 9.38 am.

Minutes

34/24GIC

Attendees

Cllr John Fisher (Chair)
Cllr Marianne Kiff
Cllr Geraldine Barker

Also Present

Lisa Hamon (Deputy Town Clerk)

35/24GIC

Declaration of Interests

None.

36/24GIC

Open Forum

None.

37/24GIC

Minutes

- a) It was **unanimously resolved** to approve the minutes of the meeting held on 7th January 2025 as a true and accurate record.
- b) The Committee noted the draft minutes of the Trust meeting held on 13th January 2025.

38/24GIC

Finance

- a) It was **unanimously resolved** to approve the payments and note the receipts for January and February 2025.
- b) The Committee noted the bank balance as at 28th February.
- c) Cllr Geraldine Barker verified the bank reconciliations as at 31st January and 28th February 2025.
- d) The Committee received the budgeted versus actual income and expenditure report as at 28th February 2025.
- e) It was **unanimously resolved** to authorise the list of Approved Payments and Direct Debits 2025-2026.

39/24GIC

Refurbishment

- a) The Committee received a progress report regarding the repurposing of the foyer cupboard by ABC Radio, which is expected to be completed by 17th April.
- b) The Committee received a report regarding exterior signage, to include parking information and parking permits.

Signed _____ Date _____

40/24GIC Licensees

- a) It was **unanimously resolved** to recommend to the Trust to instruct a solicitor to review the licence arrangements with ABC Radio and IP17 GNS. The Committee agreed that the purpose of the building should be clearly stated in the agreement.
- b) The Committee received a report from IP17 GNS regarding their bid to Sizewell C Community Fund which includes refurbishment work and **unanimously recommended** it to the Trust to grant permission. The Committee discussed ownership and responsibility for repair of items for which grant funding has been received including kitchen appliances.

41/24GIC Maintenance/Health and Safety

- a) The Maintenance Officer reported no reactive repairs and informed the Committee that the disabled toilet has been repaired.
- b) The Committee received the Fire Risk Assessment from Morgan Fire Protection Ltd and agreed any necessary action.
- c) The Committee received a Pest Control Report from Rentokil and **unanimously resolved** to adopt measures to make the area rat proof, rather than using Rentokil to bait the drains.
- d) It was unanimously agreed to obtain quotes from other suppliers to commission an electrical installation certificate.

42/24GIC Policies

The Committee **unanimously resolved** to recommend approval of the Asset Register to the Trust.

43/24GIC Next Meeting

The Committee noted the date and time of the next meeting will not be scheduled until the Town Clerk's Committee Restructuring paper has been considered at the Trust meeting to be held on 12th May 2025.

The meeting closed at 10.55 am.

Lisa Hamon, Deputy Town Clerk

Signed _____ Date _____

NALC Advice Note

The difference between leases and licences

This advice note was written by our in-house solicitors and last updated on 4 October 2010.

Why is the difference important?

Leases and Licences can be quite similar in many respects. Both are types of contracts that can be used to grant someone rights in or over land, but there are important differences between them. All types of contract contain provisions which confer benefits on one or both parties, and the benefits conferred by a given contract on the parties to it is dependent on two things:

- The terms of the contract.
- The type of contract entered into.

The importance of the terms of the contract speaks for itself, but the relevance of the type of contract entered into is often disregarded. A licence is often considered to be quite precarious because it can be ended quite easily by either party at short notice, but a lease is much more secure because the notice required to end it may need to be given as much as 12 months in advance. The added security of leases means that they are considered to be more valuable than a licence.

More importantly, however, some types of leases are protected by legislation (e.g. some business leases are protected by the provisions of the Landlord and Tenant Act 1954), but licenses are not.

An important consequence of this distinction is that some landowners prefer to grant their occupiers licenses rather than tenancies so that they can avoid the consequences of the 1954 Act protection. Owners have, in the past, sought to devise many schemes to avoid agreements they make falling within the provisions of the 1954 Act but the courts have been quick to identify “sham” agreements and to ensure that they are properly labelled as protected leases.

Local councils should take care of documents purporting to be licensed and should consider whether the arrangements, properly construed, give rise, in fact, to a lease. Similarly, councils should not purport to grant licenses where, in fact, the necessary constituents of a lease are made out. A description of leases and licences is set out below. It is important to note that an agreement may be a lease even though it may be disguised as a licence. In the words of one Lawlord:

“The manufacture of a five-pronged implement for manual digging results in a fork even if the manufacturer, unfamiliar with the English language, insists that he intended to make and has made a spade.”

A court would determine if an agreement was a lease or a licence by looking at the true nature of the agreement rather than the name given by the parties to the agreement.

Leases

Leases are interests in land and must be evidenced in writing. In *Street v Mountford* (1985), the court held that there are three main indicators of a lease. These are (i) exclusive possession of the land given to the occupier such that the lessee may exclude anyone else from his land (including the landlord) because, during the term of the lease, he “owns” the land. To determine whether or not a given agreement confers exclusive possession a good rule of thumb is to consider whether the agreement confers a large degree of maintenance and control of the premises. An occupier who has a large degree of control over land is more likely to be a lessee than a licensee (ii) the lease is for a fixed or periodic term (e.g. from month to month or year to year) (iii) there is the payment of a premium or a periodical payment by the occupier.

Licences

The main difference between a lease and a licence is that a licensee does not enjoy exclusive possession of the land and has no rights in the land itself. The ownership of the land remains with the owner who by a written or oral licence confers rights of occupation or use on a person which can be fairly easily withdrawn. It has been said that a licence makes lawful what otherwise would be unlawful without it. A classic example is a ticket for a football match. The ticket is viewed, by law, as a licence that permits the purchaser to enter a football stadium. Without a ticket, a person would not have permission to be on the premises and would probably be a trespasser. What the tickets have in common with a licensee is that they entitle the purchaser to enter the land for a specified purpose but do not grant any further rights – such as the right to exclude or evict others from the land. Unlike a lease, no formalities are required for the creation of a licence; they may arise from a written or oral agreement.

Where councils are offered exclusive possession of land, it is likely that they will be entering into a lease with the owner and should be slow to sign any documents that purport to grant a licence.

The Landlord and Tenant Act 1954

As stated above, the Landlord and Tenant Act 1954 provides a number of measures designed to protect business tenants. In this context, the word “tenant” applies to lessees. If a council is asked to sign a “licence” but considers that the “licence” is actually a lease, it should obtain legal advice and seek to enter into a proper lease with the owner. In these circumstances, owners will be aware that the grant of a lease is likely to engage the protection afforded by the 1954 Act and ask the council to give up their rights to such protection by signing various forms. Councils should be slow to do so and should give serious consideration to obtaining independent legal advice.

Enhancing Services to the Community

Improving the internal building environment

Why is this needed?

IP17GNS is currently located in a poorly maintained shabby building which is friendly and welcoming but presents a range of issues operationally and aesthetically. We believe that just because our service users are disadvantaged doesn't mean they do not deserve better. The factors set out below would have a significant effect on our operation and present our service users with a sense that they belong in the building and that they are cared for.

Some of this work would require permission from the building owner (STC) and we would work with them to achieve a better environment for IP17 and its service users as well as improving the building over the long term.

Kitchen Refurbishment

We would like to modernise the kitchen and if possible, make it more suitable for demonstrations and cookery classes. Including replacing cooker with a modern induction hob, an integral water filter to reduce use of bottled water and replace dated appliances with energy efficient models. - See also information on Green Strategy.

Improved storage

There is very little suitable storage within the Gannon rooms, thus creating a messy environment and potential health & Safety risk. There is scope to improve the situation by

Locating a storage shed outside, to store equipment that will not be affected by heat, cold or damp.

Replacing existing bench seating with bespoke cupboards.

General decorating

Prepare surfaces, undertake repairs to the wooden cladding and re-paint. *(The building is a mix of flaking paint, patches of paint in different colours where makeshift repairs have been attempted and new wood without even a coat of primer.)*

Level and re-lay floor with suitable, cleanable material

(The floor is mainly softwood parquet, which is very old and damaged and distinctly unlevel. In places the floor has been patched with concrete, badly painted and starting to disintegrate all adding to the overall sense of neglect of the building and those who use it.)

GANNON INSTITUTE - FEBRUARY 2025

01/02/2025 Balance Brought Forward £2,825.30

Payments

Invoice Date	PO No	Supplier	Description	Gross	VAT	Net	Code	Authority
28/02/2025	n/a	Unity Trust Bank	Bank Charges Month 11	£6.00	£0.00	£6.00		4235 Pre-Approved Payments List
02/02/2025	n/a	Wave	Water - January 2025	£46.97	£0.00	£46.97		4205 Pre-Approved Payments List
03/02/2025	n/a	Eon Next	Electricity - November 2024 - January 2025	£427.98	£20.38	£407.60		4205 Pre-Approved Payments List
24/01/2025	n/a	CN Plumbing & Heating	Toilet Repair	£161.22	£26.87	£134.35		4320 Pre-Approved Payments List
05/02/2025	n/a	Coastal Fire	Annual Service Fire Equipment	£77.70	£12.95	£64.75		4320 Pre-Approved Payments List
04/02/2025	n/a	ABC Radio	Kitchen Project	£250.00	£0.00	£250.00		4320 Pre-Approved Payments List
				£969.87	£60.20	£909.67		

Receipts

Invoice Date	Invoice No	Payer	Description	Gross	Code
01/02/2025	25	ABC Radio	Licence Fee	£250.00	1000
01/02/2025	24	IP17 GNS	Licence Fee	£450.00	1000
				£700.00	

28/02/2025 Balance Carried Forward £2,555.43

GANNON INSTITUTE - JANUARY 2025

01/01/2024 Balance Brought Forward £8,687.61

Payments

Invoice Date	PO Number	Supplier	Description	Gross	VAT	Net	Code	Authority
	n/a	Saxmundham Town Council	Cleaning - Month 9	£44.00	£0.00	£44.00	4200	Pre-Approved Payments List
31/01/2025	n/a	Unity Trust Bank	Bank Charges - Month 10	£6.00	£0.00	£6.00	4235	Pre-Approved Payments List
16/01/2025	n/a	Wave	Water - December 2024	£58.47	£0.00	£58.47	4205	Pre-Approved Payments List
16/12/2024	50/24GI	JT Pegg & Sons	Cupolas - Restoration	£7,200.00	£1,200.00	£6,000.00	4300/EMR	Gannon Institute Trust - 11/24GIC
				£7,308.47	£1,200.00	£6,108.47		

Receipts

Invoice Date	Invoice No	Payer	Description	Gross	Code
01/01/2025	25	ABC Radio	Licence Fee	£250.00	1000
01/01/2025	24	IP17 GNS	Licence Fee	£450.00	1000
	n/a	Saxmundham Town Council	VAT Recovery - Qtr 3	£746.16	105
				£1,446.16	

31/01/2025 Balance Carried Forward £2,825.30

GANNON INSTITUTE - ASSET REGISTER - 31 MARCH 2025

ASSET	LOCATION	PURCHASE COST	PURCHASE DATE
Bendix Dishwasher	Kitchen	£ 1.00	Unknown
LEC Fridge	Kitchen	£ 1.00	Unknown
Eurocold Freezer	Kitchen	£ 1.00	Unknown
Flavel Dual Fuel Range Cooker	Kitchen	£ 1.00	Unknown
Dinner Set - 40 Persons	Kitchen	£ 1.00	Unknown
Cutlery - 40 Persons	Kitchen	£ 1.00	Unknown
Assorted Glassware	Kitchen	£ 1.00	Unknown
Assorted Ovenware	Kitchen	£ 1.00	Unknown
Blue Chairs - 40	Main Hall	£ 1.00	Unknown
Dining Chairs - 4	Town House	£ 1.00	Unknown
Father Christmas Chair	Main Hall	£ 1.00	Unknown
Tables - 10	Main Hall	£ 1.00	Unknown
Blinds	Main Hall	£ 842.50	07/08/2024
Door	Foyer	£ 987.20	19/08/2024
Cupolas x 2	Roof	£ 6,000.00	16/12/2024
Fire and Water Proof Document Bag	Town House	£ 16.66	27/11/2024
		£ 7,858.36	