

# Holme Valley Parish Council

To all Members of the Service Provision Committee

Tuesday 7<sup>th</sup> June 2022

A

You are hereby summoned to attend a Meeting of the **SERVICE PROVISION COMMITTEE** to be held on **MONDAY 13 JUNE 2022 at 7pm** in the **EXHIBITION ROOM, HOLMFIRTH CIVIC HALL, HUDDERSFIELD ROAD, HOLMFIRTH HD9 3AS** to transact the following business -

**AGENDA – (A)**

	<b>Welcome</b>	<b>7.00pm</b>
	<b>Public Question Time</b>	
	<p>Prior to the commencement of the business session of the Committee, there will be an open session lasting 15 minutes, for members of the public to speak to Committee Members.</p> <p>Members of the public may speak for a maximum of 3 minutes per person.</p>	
<b>2223 01</b>	<b>Public Bodies (Admission to Meetings) Act 1960 amended by Openness of Local Government Bodies Regulations 2014</b>	<b>7.15pm</b>
	<p>As Local (Parish &amp; Town) Council meetings can now be recorded, the Chairman to check if anybody wishes to record the meeting, to ensure reasonable facilities can be provided. The Officer will be recording the meeting in video format for upload to the Parish Council's YouTube channel.</p>	
<b>2223 02</b>	<b>Apologies and reasons for absence</b>	<b>7.16pm</b>
	<p>Any apologies for absence with reasons received by the Clerk will be circulated by email prior to the meeting. In line with previous resolution these will be considered together.</p> <p><b>To consider: Apologies and reasons for absence.</b></p>	
<b>2223 03</b>	<b>Members' and Officers' personal and disclosable pecuniary interests in items on the agenda</b>	<b>7.17pm</b>
	<b>To consider: Members' and Officers' personal and disclosable pecuniary interests in items on the agenda.</b>	
<b>2223 04</b>	<b>Written requests for new DPI dispensations</b>	<b>7.18pm</b>
	<p>Any revised DPIs received will be circulated prior to the meeting; redacted DPIs are uploaded to the HVPC website.</p> <p><b>To consider: written requests for new DPI dispensations</b></p>	
<b>2223 05</b>	<b>Items on the agenda to be discussed in private session</b>	<b>7.19pm</b>
	<b>To consider: whether any item on the agenda should be discussed in private session.</b>	

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<b>2223 06</b>	<b>Minutes of the previous Service Provision Committee meeting</b>	<b>7.20pm</b>
	The minutes of the previous meeting of the SERVICE PROVISION COMMITTEE, held on 14 February 2022 <b>(B)</b> , numbered 2122 30- 2122 58 inclusive were approved at FULL COUNCIL 28 March 2022.	
	<b>To note: the minutes of the previous meeting of the SERVICE PROVISION COMMITTEE- held on 14 February 2022, approved at FULL COUNCIL 28 March 2022.</b>	
<b>2223 07</b>	<b>Election of Vice-Chairman of the Service Provision Committee 2022-23</b>	<b>7.21pm</b>
	At the Annual Council meeting on 16-05-2022 the election of a Vice-Chairman of the Service Provision Committee was deferred to this meeting.	
	<b>To consider: the appointment of a Vice-Chairman for the Service Provision Committee 2022-23</b>	
	<b>BUDGETARY MATTERS</b>	
<b>2223 08</b>	<b>Service Provision Committee Budget and Spending Statements for 2022-23</b>	<b>7.24pm</b>
	Under Standing Orders the Service Provision Committee makes financial decisions for a number of community assets and projects.  A number of items on this agenda have financial implications for this budget.  Therefore the Budget 2022-23 Service Provision Income and Expenditure Year-To-Date <b>(C)</b> is being shared to clarify the availability of funds prior to the consideration of agenda items.	
	<b>To note: the Service Provision Committee Budget Income and Expenditure 2022-23, Year-To-Date and Forecast.</b>	
	<b>ASSETS MANAGEMENT</b>	
<b>2223 09</b>	<b>The asset transfer of Honley Library</b>	<b>7.27pm</b>
	Work has continued on the part of HVPC solicitors on the drafting and amending of the lease agreement between HVPC and FOHL.  There remain a number of queries to be resolved upon by the Committee as set out in the Report on Title with appendices <b>(D)</b> from Holly Dale, Ramdens Solicitors, acting for HVPC and referred to via email correspondence <b>(E)</b> .  The lack of a fire alarm has emerged as an obstacle in a lease being signed between FOHL and HVPC. See FOHL May 2022 minutes <b>(F)</b> which states: <i>“It was agreed that there needed to be a gap between the asset transfer from KC to the PC and the lease from the PC to FOHL and that the lease should not be signed until the defects are rectified.”</i>  This is based on the Fire Safety Report <b>(G)</b> of earlier this year. There is no intention	

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	<p>discernible on the part of Kirklees Council to install a fire alarm whilst Honley Library is under its ownership.</p> <p>It has been confirmed via a telephone conversation with the Chair of FOHL that the defect referred to is solely the lack of a fire alarm.</p> <p>Both the Chair of FOHL and Holly Dale from Ramsdens solicitors have expressed an intention to be present at the meeting.</p> <p>Other documents connected to the asset transfer are presented for information in a separate appendix labelled <b>(Z) Honley Library Asset Transfer</b></p> <p>Clerk to report further.</p>	
	<p><i>i. To consider: queries in section 3 from the Report on Title from Ramsdens Solicitors as follows:</i></p> <p><b>POINTS TO BE AGREED AT THE COMMITTEE MEETING</b></p> <p><b>This is a summary of the outstanding points that must be dealt with and agreed at the committee meeting:</b></p> <p><b>3.1 Please review and approve the terms of the Letting Documents.</b></p> <p><b>3.2 Please review the provisions regarding the funding to be provided by the Parish Council set out in the lease to the Friends of Honley Library (Letting Document 3). If there are any more specific requirements that should be included, please let us know.</b></p> <p><b>3.3 The Friends of Honley Library will be permitted to share occupation of the Property with other community groups. Please confirm whether the Parish Council require the ability to approve the identity of the community groups or whether the Parish Council simply require that they are notified of the identity of the community group before any sharing of occupation commences.</b></p> <p><b>3.4 The Friends of Honley Library require the ability, under the lease, to carry out structural repairs to the Property with the consent of the Parish Council (such consent must not be unreasonably withheld or delayed). Please confirm if this is agreed.</b></p> <p><b>3.5 The Friends of Honley Library are required to indemnify the Parish Council against all losses that the Parish Council may incur as a result of the lease or occupation by the Friends of Honley Library. FOHL requires that the Parish Council complies with the below conditions in respect of any such claim, please let us know if this is agreed:</b></p> <p><b>3.5.1 notice is given to FOHL as soon as reasonably practicable of any such claim;</b></p> <p><b>3.5.2 FOHL are provided with any information and assistance in relation to any such claim as FOHL may reasonably require;</b></p> <p><b>3.5.3 The Parish Council mitigate its losses where reasonable to do so; and</b></p> <p><b>3.5.4 The Parish Council obtains consent from FOHL (such consent not to be unreasonably withheld or delayed) before settling or admitting any claim.</b></p> <p><b>3.6 The Property is subject to a potential chancel repair liability. Indemnity insurance can usually be obtained to protect against the risk of such costs. In order to obtain a policy quotation we will require confirmation of the current value of the Property. Please confirm.</b></p> <p><i>ii. To consider: approval of installation of a fire alarm in Honley Library to commence as soon as asset transfer from Kirklees has completed.</i></p>	

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	<b>iii. To consider: any other matter connected with the asset transfer of Honley Library.</b>	
<b>2223 10</b>	<b>Holmfirth Civic Hall Community Trust</b>	<b>7.55pm</b>
	The following document has been received from Dawn Whiteley MBE: Holmfirth Civic – SPC Update <b>(H)</b> .  Clerk to report.	
	<b>To note: report from Holmfirth Civic Hall Community Trust.</b>	
<b>2223 11</b>	<b>Report from maintenance contractor regarding toilets, shelters, war memorials, phone boxes and benches</b>	<b>7.58pm</b>
	To receive and note the report <b>(I)</b> from the maintenance contractor. Some of the suggestions contained in the report are included as motions for consideration later in the agenda.	
	<b>To note: the report regarding toilets, shelters, war memorials, phone boxes and benches.</b>	
<b>2223 12</b>	<b>Holmfirth Public Toilets</b>	<b>8.03pm</b>
	As reflected in the report <b>(I)</b> from the contractor, vandalism and misuse continue to be an issue for the public toilets maintained by HVPC.  Report from the Clerk.	
	<b>To consider: any further actions to be taken to reduce vandalism and misuse regarding Holmfirth Public Toilets.</b>	
<b>2223 13</b>	<b>Stone shelters update</b>	<b>8.08pm</b>
	Adding insurance cover for the shelters was put on hold for 2022-23 whilst a new insurer was sought. The rough estimate obtained of the total cost of replacing a stone shelter will be used to seek a revised cost for adding the stone shelters to the Insurance Policy in 2023-24.  Budget line 4740 maintenance of seats and shelters shows that a total of £1,998.53 of the £13,000 budget has been spent, leaving £11,001.47: that is, 84.63% of the budget.  As reflected in the report <b>(I)</b> from the contractor it is proposed that the stone shelter in Oldfield has the window and its frame knocked out to deter misuse of the shelter. The contractor has estimated that this will cost 5 hours of the contractor's time.  Extensive repairs have been carried out to Hade Edge shelter. The roof is now waterproof and doesn't need any more maintenance .  The Maintenance Contractor has advised that some further structural repairs to Hade Edge shelter need to be considered. The walls are rendered with cement and have reached an age where it is coming away from the block-wall behind. Ideally it needs to be chiselled off where necessary and re/rendered in both the back and front shelters. Whilst	

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	<p>this is not a danger to anyone it looks unsightly. The clerk is now awaiting an estimate of cost for replastering.</p> <p>Clerk to report.</p>	
	<b>To note: the contents of the stone shelters update.</b>	
	<b>To consider: approval of works to the Oldfield Stone shelter to deter misuse and encourage proper use.</b>	
<b>2223 14</b>	<b>Adopted phone boxes update</b>	<b>8.10pm</b>
	<p>The adoption of Wooldale phone box has completed on and repairs/renovation work completed <b>(J)</b>. The box is in the custodianship of Wooldale Allotments Society and it is being used as a seed/plant exchange and to offer fresh produce. A ribbon-cutting ceremony was held on the weekend as part of the Jubilee celebrations. Cllr J Brook and Cllr M Blacka presiding.</p> <p>It was reported at the last meeting on 14-02-2022 that the red phone kiosk next to the Post Office in Holmfirth had been successfully adopted by the Parish Council. A definitive decision has yet to be taken about the use this kiosk can be put to. The Clerk is following a number of leads regarding parties who may be interested in taking on the custodianship of the box.</p> <p>With the work on the Wooldale Box having been completed, attention can now be given to the refurbishment plans for the box adjacent to the Post Office, as quoted for <b>(K)</b>.</p> <p>Clerk to report.</p>	
	<b>To note: the adoption of the red phone kiosk in Wooldale, its refurbishment and utilisation under the custodianship of Wooldale Allotments Society.</b>	
	<b>To consider: the refurbishment of the red phone kiosk next to the Post Office in Holmfirth.</b>	
<b>2223 15</b>	<b>Benches update</b>	<b>8.15pm</b>
	<p>The Clerk would like to thank councillors and Holme Valley residents for their continuing efforts to report issues with any benches found to be in disrepair. The Maintenance Contractor is to be commended on the swift action taken on several occasions to repair benches which have been damaged.</p> <p>A query has been received <b>(L)</b> regarding 3 benches adjacent to 36 Victoria Street, Holmfirth, HD9 7DE (formerly Yorkshire Building Society). The query relates to a possible resiting of the 3 benches.</p> <p>Clerk to report.</p>	
	<b>To note: Clerk's report on benches.</b>	
	<b>To consider: actions to be taken in light of correspondence regarding 3 benches adjacent to 36 Victoria Street, Holmfirth, HD9 7DE.</b>	
<b>2223 16</b>	<b>Gartside Buildings update</b>	<b>8.20pm</b>

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	<p>Following the report from Kirklees Building Control three smoke alarms and a “running man” emergency light on the front door have been installed by the tenant. This will lead to Building Control being invited to reinspect the unit.</p> <p>A request has been received for the Service Provision Committee to consider further specific improvements/changes to the Gartside retail unit. It is hoped that these will enhance the profitability of the unit. There is currently £1,000 available in budget line 4325 Gartside Building Lettable Space.</p> <p>For context, a report has been prepared by the Deputy Clerk/RFO regarding building improvements spending to date from the signing of the lease (M), demonstrating that £1,830.00 in funds has been committed/spent on the unit.</p> <p>A quote for refixing and painting door (N) and correspondence regarding additional signage design and cost (O) has also been included in the document pack.</p> <p>Regarding signage, it is for this Committee to give permission for the erection of signage. The request asks for 2 x 3 by 3 foot dibond signs at a cost of £56 plus VAT (a total of £168 plus VAT) and 1 x 6 by 4 foot dibond sign at a cost of £151 plus VAT. That is a total spend on signs of £319 plus VAT. Installation costs have not been factored in.</p> <p>The Clerk to report.</p>	
	<p><b>To consider: Allocation of £450 from budget line 4325 to cover the cost of rehanging the main door.</b></p> <p><b>To consider: Giving permission for the erection of 3 additional dibond signs specific to the retail unit.</b></p>	
	<b>PROJECTS</b>	
<b>2223 17</b>	<b>Update regarding the dog waste strategy</b>	<b>8.30pm</b>
	<p>Several dog waste bag dispensers have been repainted and repaired. The 40 laminated vinyl stickers for the dog waste bag dispensers are ready for collection and attaching to the dispensers.</p> <p>The group of volunteers who keep the dog waste bag dispensers stocked up continue to do a great job across the Holme Valley.</p> <p>Clerk to report.</p>	
	<b>To note: the dog waste strategy update.</b>	
<b>2223 18</b>	<b>Removal of sharps bin and bike lockers from Holmfirth centre</b>	<b>8.35pm</b>
	<p>No action has been taken by Kirklees Council regarding the removal of a sharps bin cemented into the pavement near Holmfirth Public Toilets and the two vandalised bike lockers in the car park adjacent to the toilets.</p> <p>The Clerk formally wrote to Mark Scarr, Interim Service Director, Highways, Kirklees Council, about the sharps bin (P) and the bike lockers (Q) on 19 April 2022. Nothing</p>	

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	further has been received since the email exchange (R) regarding the letters.  Clerk to report.	
	<b>To note: current position with regards to the removal of the sharps bin and bike lockers in Holmfirth centre.</b>	
<b>2223 19</b>	<b>To receive meeting notes regarding the <i>Holme Valley Youth Offer</i></b>	<b>8.40pm</b>
	No new meetings notes have been received since the Service Provision meeting on 14 February 2022.  Clerk to report further.	
<b>2223 16</b>	<b>Tendering process for maintenance contract</b>	<b>8.45pm</b>
	Putting the maintenance contract to tender remains a recommendation from our Independent Auditor. However, the Clerk is not in a position to present a draft maintenance contract and tendering process to the Service Provision Committee at this meeting. Clerk to report.	
	<b>To note: the development of a maintenance contract to put to tender remains an audit recommendation.</b>  Clerk to present a draft maintenance contract and tendering process to the Service Provision Committee at the meeting scheduled for Monday 12 September 2022.	
	<b>CORRESPONDENCE</b>	
<b>2223 20</b>	<b>Project Communities – change of venue</b>	<b>8.47pm</b>
	A grant for £1986.50 was made from the Service Provision Committee to Project Communities under the Youth Facilities budget line 4755 to fund sports sessions for girls. These began in March 2022. Since then, Project Communities have been in communication to notify HVPC that they are changing the venue for the sessions. The change in venue is to maximise uptake of the sessions in response to feedback received.	
	<b>To note: change of venue from Phoenix Centre to New Mill School for the running of activities for girls by Project Communities.</b>	
<b>2223 21</b>	<b>Kirklees Youth Alliance Youth Clubs – change of provider</b>	<b>8.50pm</b>
	A grant for £5,000 was made from the Service Provision Committee to KYA under the Youth Facilities budget line 4755 to fund youth club provision. KYA has notified the Clerk that the youth club provision will now be sub-contracted to Enabling Youth CIC (based in Meltham). Thanks go to Cllr Carré for suggesting that a Service Level Agreement be approved between KYA and Enabling Youth CiC as a way of ensuring continuity of provision.	
	<b>To note: Enabling Youth CIC are now facilitating the running of the Youth Club provision at the Phoenix Centre funded by HVPC grant paid to KYA.</b>	

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2223 22	Items for Publicity	8.55pm
	Members are invited to suggest items for publicity arising from the current work of the Service Provision Committee.	
	<b>To note: suggestions for aspects of the work of the Service Provision Committee to publicise further.</b>	
	Close of meeting	9.00pm

*Jen McIntosh*  
Clerk to the Council

Holme Valley Parish Council  
Holmfirth Civic Hall, Huddersfield Road, HOLMFIRTH HD9 3AS  
Telephone: 01484 687460  
Email: [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)



**APPROVED MINUTES OF A MEETING OF THE SERVICE PROVISION COMMITTEE HELD ON MONDAY 14 FEBRUARY 2022 AT 7PM IN THE EXHIBITION ROOM AT HOLMFIRTH CIVIC HALL**

Present:

Chairman: Cllr Sean East  
 Vice-Chairman: Cllr Duggs Carré  
 Councillors: Cllr Mary Blacka, Cllr Jason Brook, Cllr Tom Dixon  
 Officer: Mrs Jen McIntosh (Clerk)

Absent: Cllr Donald Firth

	<b>Public Question Time</b>
	Prior to the commencement of the business session of the Committee there was an opportunity for members of the public to speak to the Committee.  No members of the public were present.
<b>2122 30</b>	<b>Public Bodies (Admission to Meetings) Act 1960 amended by Openness of Local Government Bodies Regulations 2014</b>
	Council meetings can now be recorded. The Clerk recorded the meeting in video format for upload to the Parish Council's <i>YouTube</i> channel. There were no other requests to record the meeting.
<b>2122 31</b>	<b>Apologies and reasons for absence</b>
	Apologies for absence with reasons received by the Clerk were circulated by email prior to the meeting.  <b>APPROVED:</b> apologies and reasons for absence from Cllr Michael Pogson.
<b>2122 32</b>	<b>Members' and Officers' personal and disclosable pecuniary interests in items on the agenda</b>
	No personal and disclosable pecuniary interests in items on the agenda were declared.
<b>2122 33</b>	<b>Written requests for new DPI dispensations</b>
	No revised DPIs were received.
<b>2021 34</b>	<b>Items on the agenda to be discussed in private session</b>
	No items on the agenda were discussed in private session.
<b>2122 35</b>	<b>Minutes of the previous Service Provision Committee meeting</b>
	<b>NOTED:</b> the minutes of the meeting of the SERVICE PROVISION COMMITTEE - held on 20 September 2021 - approved at FULL COUNCIL 11 October 2021.
	<b>BUDGETARY MATTERS</b>



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<b>2122 36</b>	<b>SERVICE PROVISION COMMITTEE Budget and Spending Statements for 2021-22 and 2022-23</b>
	<p>A number of items on the agenda had financial implications for the SERVICE PROVISION COMMITTEE budget. The Budget 2021-22 Service Provision Income and Expenditure Year-To-Date, the Budget 2021-22 Service Provision Income and Expenditure Forecast were shared to clarify the availability of funds prior to the consideration of grants.</p> <p>Clerk to find out if the Patient Transport Minibus Scheme intends to request access to the budget reserved for it. Clerk to email response to the Committee.</p>
	<b>NOTED: the SERVICE PROVISION COMMITTEE Budget Income and Expenditure for 21-22 and the Service Provision Committee Budget 2022-23.</b>
<b>2122 37</b>	<b>Authorisations for Regular Expenditure – Council Year 2022-23</b>
	There are a number of regular items of expenditure from the SERVICE PROVISION COMMITTEE budget. These were reviewed and authorisation to spend considered.
	<p><b>APPROVED: authorisation for regular items of expenditure for the Council Year 2022-23 from the SERVICE PROVISION COMMITTEE budget lines, excluding budget line 4705 Christmas Provision and budget line 4730 the subsidised minibus provision.</b></p> <p>Clerk to put Christmas Provision on September 2022 agenda.</p> <p>Clerk to arrange for the minibus provider to come to a future meeting to review the service.</p>
	<p><i>The Committee considered items 2122 38 to 2122 43 in turn, inviting attending representatives to speak in support of their applications. Once the merits of all the applications had been considered funding decisions were made. The decisions were then added to the written record.</i></p> <p><i>The Committee proceeded in this manner so that representatives were not kept waiting unduly and so that each application connected to the Youth Facilities budget line 4755 could be considered in relation to all other applications.</i></p>
<b>2122 38</b>	<b>Grant application from Kirklees Youth Alliance</b>
	An application for a maximum of £5,000 had been received from Kirklees Youth Alliance. This was considered under the Youth Facilities budget line 4755. The application was to fund youth clubs at the Phoenix Centre, scheduled to run from June to October 2022. A representative from KYA attended the meeting to support the application and make representations in person.
	<p><b>APPROVED: a grant of £4,613 to fund the running of youth clubs at the Phoenix Centre by the Kirklees Youth Alliance.</b></p> <p><b>RESOLVED: to recommend the release of £4,613 from budget line 4755 to the FINANCE AND MANAGEMENT COMMITTEE to fund this grant.</b></p>



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**RESOLVED:** to recommend to FULL COUNCIL that a virement is made from funds remaining in the Christmas Provision Budget Line 4705 to Youth Facilities 4755.

**RESOLVED:** to recommend to KYA to apply for a further £387 to be considered by the SERVICE PROVISION COMMITTEE at the 13 June meeting.

Clerk to ensure KYA clubs are advertised via HVPC Facebook page.

Clerk to contact applicant to relay the decisions and to explain that funds would be released following the meeting of the FINANCE AND MANAGEMENT COMMITTEE on Monday 14 March 2022.

2122 39

## Grant application from Honley Youth

An application for £4,850 had been received from Honley Youth to fund equipment, coaches and snacks for group training sessions. This application had been withdrawn as the coach engaged to provide the sessions was no longer available and finding a suitable replacement at short notice was unviable.

Clerk to inform applicant that the SERVICE PROVISION COMMITTEE would welcome an application after April and would be minded to arrange an extraordinary meeting to consider any such application.

2122 40

## Grant application from BOK Artistic Swimming Club

An application for £700 had been received from BOK Artistic Swimming Club and was considered under the Youth Facilities budget line 4755. A representative and a club member attended the meeting in support of the application and explained that the grant would go towards funding the purchase of a new music system to better assist the training sessions for young people in the artistic swimming club.

**APPROVED:** a grant of £700 to fund the purchase of a new music system for BOK Artistic Swimming Club.

**RESOLVED:** to recommend the release of £700 from budget line 4755 to the FINANCE AND MANAGEMENT COMMITTEE to fund this grant.

Clerk to be sent a link for BOK Artistic Swimming to publicise via HVPC Website and Facebook.

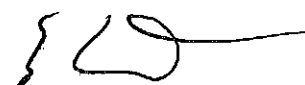
Clerk to contact applicant to relay the decisions and to explain that funds would be released following the meeting of the FINANCE AND MANAGEMENT COMMITTEE on Monday 14 March 2022.

2122 41

## Grant application from Project Communities

An application for £1986.50 had been received from Project Communities and was considered under the Youth Facilities budget line 4755. A representative attended the meeting in support of the application and explained that it was to fund sports sessions for girls, scheduled to begin March 2022.

**APPROVED:** a grant of £1,986.50 to fund the running of activities for girls by Project Communities commencing March 2022.





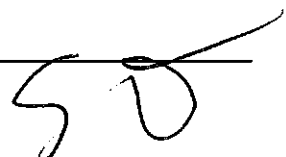
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	<p><b>RESOLVED:</b> to recommend the release of £1,986.50 from budget line 4755 to the FINANCE AND MANAGEMENT COMMITTEE to fund this grant.</p> <p>Clerk to contact applicant to relay the decisions and to explain that funds would be released following the meeting of the FINANCE AND MANAGEMENT COMMITTEE on Monday 14 March 2022.</p>
<b>2122 42</b>	<b>Grant application from Friends of Honley Junior and Infants School</b>
	<p>An application for up to £2,000 had been received from the Friends of Honley Junior and Infants School and was considered under the Youth Facilities budget line 4755. A representative attended the meeting in support of the application and explained that it was to fund transport for extra-curricular activities.</p>
	<p><b>APPROVED:</b> a grant of £700 to fund transport for an extra-curricular educational trip to Eden Camp for one year group.</p> <p><b>RESOLVED:</b> to recommend the release of £700 from budget line 4755 to the FINANCE AND MANAGEMENT COMMITTEE to fund this grant.</p> <p>Clerk to look at clarifying grant criteria.</p> <p>Clerk to contact applicant to relay the decisions and to explain that funds would be released following the meeting of the FINANCE AND MANAGEMENT COMMITTEE on Monday 14 March 2022.</p>
	<i>Cllr Brook left the meeting at 8.27pm.</i>
<b>2122 43</b>	<b>Grant application for CCTV operation from Honley Business Association</b>
	<p>An application for £1,560 had been received from Honley Business Association for the funding of CCTV maintenance in Honley centre. A representative came to speak in support of the application, which was part of the ongoing mission to make Honley a better and safer place.</p> <p>It was established that the CCTV budget line 4700 had no funds but that there was an Earmarked Reserve EMR 322 Service Provision - CCTV of £5,000. The Deputy Clerk/RFO had suggested through the Clerk that the SERVICE PROVISION COMMITTEE reviewed the application and considered recommending to FULL COUNCIL on 28 March 2022 that £1,560 is vired from EMR 322 to facilitate the granting of the application.</p>
	<p><b>RESOLVED:</b> to recommend to FULL COUNCIL on 28 March that £1,560 is vired from EMR 322 to 4700 CCTV for the funding of CCTV in Honley centre, managed by Honley Business Association.</p> <p>Clerk to contact applicant to relay the decision.</p>
	<b>ASSETS MANAGEMENT</b>
<b>2122 44</b>	<b>Holmfirth Civic Hall Community Trust</b>



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	<p>A number of reports in relation to Holmfirth Civic had been received and were considered. Members were impressed by the quality of the reporting.</p>
	<p><b>NOTED: reports from Holmfirth Civic Hall Community Trust.</b></p>
<b>2122 45</b>	<p><b>The asset transfer of Honley Library</b></p> <p>The Clerk reported that she had attended a 'handover' meeting with representatives from Kirklees and Friends of Honley Library on 11 November 2021. The issue over the cleaning contract has been resolved by Kirklees determining to keep its current contract in place and funding this itself. Looking ahead, some of the practical arrangements for the transfer were agreed in principle, such as a joint reading of meters prior to handover.</p> <p>In September the HVPC solicitors returned to Kirklees the hosting agreement with respect to the library service and hiring agreement with respect to elections, with comments. The solicitor is waiting for and chasing up Kirklees' response to those comments.</p> <p>The draft lease from Friends of Honley Library is with the solicitor; work on this cannot progress until the solicitor has heard back from Kirklees as this has to tie in to the hosting and hiring agreements referred to above.</p> <p>A current issue under discussion is the need for a fire alarm system. Safety inspections logged over the last two years have recommended that a fire alarm system is needed. However, Kirklees have taken no steps to effect this. FOHL have a quote for the installation of a fire alarm system for £4000 and FOHL have requested that the Clerk contacts Kirklees regarding this. The Clerk has had an initial conversation with Alison Senior, Kirklees Project Officer, Asset Strategy in regards to this matter.</p> <p>The Clerk reported that HOLME VALLEY PARISH COUNCIL had received correspondence from the Kirklees Asset Strategy Team that Honley Library's 5 year listing as an Asset of Community Value had expired on 29 January 2022. Kirklees advised that given the progression of the asset transfer of Honley Library to HOLME VALLEY PARISH COUNCIL there was no further need to seek to have Honley Library listed as an Asset of Community Value.</p>
	<p><b>NOTED: the current progress of the asset transfer of Honley Library.</b></p>
<b>2122 46</b>	<p><b>Report from maintenance contractor regarding shelters, war memorials and benches</b></p> <p>A detailed written report was shared from the maintenance contractor regarding the upkeep of shelters, war memorials and benches.</p>
<b>2122 47</b>	<p><b>Holmfirth Public Toilets</b></p> <p>The Clerk reported on ongoing misuse of the toilets, leading to some discussion on how the toilets could be further improved.</p> <p><i>At 9pm the SERVICE PROVISION COMMITTEE agreed to suspend temporarily Standing Orders to allow the meeting to extend until all business had been concluded.</i></p>
<b>2122 48</b>	<p><b>Stone shelters update</b></p>



# Holme Valley Parish Council

	<p>The Clerk reported that the damaged bus shelter at Thurstonland Bank had been repaired.</p> <p>Following the discovery that the bus shelters were not insured the Clerk had investigated the cost of having these added to the insurance policy. The Insurers had asked for the PARISH COUNCIL to submit a rough estimate of the total cost of replacing a stone shelter. This has been obtained and shared with the Insurers.</p> <p>The Clerk was awaiting a revised cost for adding the stone shelters to the Insurance Policy. Once that had been received it would be tabled for consideration at a FINANCE AND MANAGEMENT COMMITTEE.</p> <p>Following reports from an ex-councillor and a serving councillor a further shelter – opposite Holme Valley Memorial Hospital near the Police Station - had had the guttering repaired.</p> <p>Clerk to thank the maintenance contractor for his work on behalf of the SERVICE PROVISION COMMITTEE.</p>
<b>2122 49</b>	<b>Adopted phone boxes update</b>
	<p>The Clerk reported that the red phone kiosk next to the Post Office in Holmfirth has been successfully adopted by the Parish Council. Whilst there has been some discussion of this being a hub for information about the Climate Emergency, a definitive decision has yet to be taken.</p> <p>An application for the adoption of Wooldale phone box remains in progress.</p>
<b>2122 5</b>	<b>Benches update</b>
	<p>The Clerk reported on recent correspondence received regarding benches.</p>
<b>2122 51</b>	<b>Tendering process for maintenance contract</b>
	<p>The Clerk reported that due to capacity issues the drawing up of the tendering process had not progressed since the meeting in September 2021. Putting the maintenance contract to tender remains a recommendation from our Independent Auditor. The Clerk will present a draft maintenance contract and tendering process to the Service Provision Committee at the meeting scheduled for Monday 13 June 2022.</p>
	<p><b>NOTED: work on the drawing up of a maintenance contract to put to tender is continuing; the Clerk to present a draft maintenance contract and tendering process to the Service Provision Committee at the meeting scheduled for Monday 13 June 2022.</b></p>
	<b>PROJECTS</b>
<b>2122 52</b>	<b>Update regarding the dog waste strategy</b>
	<p>The Clerk reported that dog waste bags continue to be distributed via dispensers. The Parish Council sent Christmas cards to the volunteers who keep the dispensers stocked up.</p> <p>A repair has been carried out to one of the Honley dispensers.</p> <p>A design of the sticker to go on the dog waste bag dispensers was put forward for</p>

# Holme Valley Parish Council

consideration at the meeting. Printing costs, based on one quote obtained last year, are anticipated to be approximately £100 for 40 laminated vinyl stickers 20 cm by 15 cm. The Dog Waste budget line 4720 for 2020-21 is currently -£63.50.

**APPROVED:** the design of sticker for the dog waste bag dispensers.

Clerk to order the stickers in April from the 2022-23 Budget after first informing the Chairman of the Service Provision Committee.

## 2122 53 Removal of sharps bin and bike lockers from Holmfirth centre

Holme Valley Parish Council officers have been liaising with various departments at Kirklees Council regarding the removal of a sharps bin cemented into the pavement near Holmfirth Public Toilets and the two vandalised bike lockers in the car park adjacent to the lockers. Both are unsightly, attract anti-social behaviour and are of no practical use. Whilst some consideration has been given to moving the bike lockers to a more suitable position there is no evidence that they are used at all for that purpose and removal is accepted as a better option.

The Clerk reported that in September a number of formal queries were raised with the Highways, Waste Recycling, Infrastructure and Regeneration departments with 6 different Kirklees officers. The result of this is that the sharps bin is currently considered to be a Highways issue as the bin is cemented into the pavement. There has been no clear steer given as to which department to liaise with regarding the removal of the bike lockers.

Several councillors have received ongoing correspondence regarding these eyesores.

**NOTED:** the sharps bin and bike lockers in Holmfirth centre remain in situ and work should continue to effect their removal.

Clerk to continue to liaise with Kirklees regarding the removal of the sharps bin and bike lockers.

## 2122 54 To receive meeting notes regarding the *Holme Valley Youth Offer*

The meetings notes from 23 September 2021 (attended by Cllr Carré) and 18 November 2021 include updates on a number of youth engagement initiatives.

## CORRESPONDENCE

## 2122 55 Addition of a name to a war memorial

The Deputy Clerk had received correspondence from a member of the public requesting that Holme Valley Parish Council arrange for the inclusion of an additional name on the World War 2 Memorial in the grounds of Holme Valley Memorial Hospital. Authorisation is needed so that arrangements can be made to have the name added to the War Memorial.

It was noted that there are no monies in Budget line 4750 War Memorial and no Earmarked Reserve.

**RESOLVED:** the SERVICE PROVISION COMMITTEE recommends to FULL COUNCIL on 28 March 2022 that steps are taken to add the name of 2<sup>nd</sup> Lt Tom Birkhead of 2/7 Bn Duke



# Holme Valley Parish Council

	of Wellington's West Riding Regiment to the War Memorial at Holme Valley Memorial Hospital with funding to be made available from General Reserves.
<b>2122 56</b>	<b>The relocation of the artwork and seating from the Market Hall Bus Shelter</b>
	The Clerk reported that the initial works to remove the bus shelter adjacent to the Market Hall were due to begin in early 2022 but were yet to proceed. There was agreement to remove and, if necessary, store the artwork and seating when the works begin. The Parish Council is awaiting an update as to whether the artwork and seating can be incorporated into the new market area development.
	Clerk to seek public feedback through social media and the HVPC website about where the seating might be situated.
<b>2122 57</b>	<b>To consider correspondence of a resident regarding litter</b>
	A local resident had emailed via a former councillor to complain about litter in the centre of Holmfirth.
	<b>NOTED: correspondence regarding litter in Holmfirth Centre.</b>
<b>2122 58</b>	<b>Items for Publicity</b>
	Members were invited to suggest items for publicity arising from the current work of the SERVICE PROVISION COMMITTEE. Suggestions included: <ul style="list-style-type: none"><li>- Publicising the work of the maintenance contractor</li><li>- A campaign to encourage the public to look after the public toilets.</li></ul>
	<i>The meeting closed at 9.16pm.</i>





# Expenditure against Budget Line 2022-23 for Service Provision Standing Committee 13th June 2022 YTD



CODE	DESCRIPTION		Starting Budget	Revised Budget	April	May	June	July	August	September	October	November	December	January	February	March	Total	Remaining		
<b>Service Provision Committee</b>																				
4300	Honley Library	0.00%	£15,000	£15,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£15,000.00	4300	
4305	Holmfirth Tech		£0	£0	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	4305
4310	Holmfirth Civic Hall		£0	£0	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	4310
4320	Public toilets - Day to Day	22.07%	£17,000	£17,000	£2,143.12	£286.63	£1,321.37	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£3,751.12	£13,248.88	4320	
4325	Public toilets - Lettable Space	0.00%	£1,000	£1,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£1,000.00	4325	
4700	CCTV		£0	£0	£1,560.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£1,560.00	£-1,560.00	4700 from earmarked reserve	
4705	Christmas Provision	0.00%	£5,500	£5,500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£5,500.00	4705	
4710	New Mill - Churchyard	0.00%	£800	£800	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£800.00	4710	
4720	Dog Waste	11.35%	£1,000	£1,000	£0.00	£0.00	£113.48	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£113.48	£886.52	4720	
4725	Patient Transport Scheme	0.00%	£1,000	£1,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£1,000.00	4725	
4730	Minibus	15.52%	£25,000	£25,000	£0.00	£0.00	£3,879.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£3,879.00	£21,121.00	4730	
4735	Phone Boxes	365.00%	£400	£400	£0.00	£0.00	£1,460.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£1,460.00	£-1,060.00	4735 from general reserve	
4740	Seats & Shelters-Maintenance	15.37%	£13,000	£13,000	£1,007.83	£377.38	£613.32	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£1,998.53	£11,001.47	4740	
4750	War Memorial		£0	£0	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	4750	
4755	Youth Facilities	0.00%	£8,000	£8,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£8,000.00	4755	
	<b>Total Service Provision</b>	<b>14.55%</b>	<b>£87,700</b>	<b>£87,700</b>	<b>£4,710.95</b>	<b>£664.01</b>	<b>£7,387.17</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£12,762.13</b>	<b>£74,937.87</b>		
<b>Earmarked Reserves</b>																				
			<b>Opening Balance</b>	<b>Net Transfers</b>	<b>Current Balance</b>															
322	EMR CCTV		£5,000	£-1,560	£3,440.00															
326	EMR Defibrillator - Special Reserve		£2,000		£2,000.00															
329	EMR Holmfirth Civic Hall (Capital)		£30,000	£10,000	£40,000.00															
331	EMR Gartside Building		£5,000		£5,000.00															
332	EMR Honley Library		£30,000		£30,000.00															

**Dated**

**7 June 2022**

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**REPORT ON TITLE**

Honley Library, West Avenue, Honley HD9 6HF

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## 1. INTERPRETATION

The following terms are used in this report:

**Benefits:** any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest that benefits the Property (except for those reserved in any Letting Documents).

**Incumbrances:** any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest to which the Property is subject (except for those reserved in any Letting Documents).

**Letting Documents:** the lease(s)/agreements to which the Property will be subject.

**LTA 1954:** Landlord and Tenant Act 1954.

**LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.

**Property:** The property described in paragraph 5 of this report.

**Seller:** The Council of the Borough of Kirklees

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

## 2. SCOPE OF THE REVIEW AND LIMITATION OF LIABILITY

- 2.1 This report has been prepared for the sole benefit of you, Holme Valley Parish Council, in connection with your proposed purchase of the Property from the Seller and for no other purpose.
- 2.2 The contents of this report are private and confidential. It must not be relied on by or made available to any other party without our written consent.
- 2.3 The report is based on our review of the title documents, search results, planning documents and replies to pre-contract enquiries given by the Seller.
- 2.4 Where the provisions of the Letting Documents are summarised, the wording of the provisions has been shortened. Provisions that are likely to be less important when assessing their effect on the value of the Property have been omitted. This report should not be used as a substitute for reading the actual Letting Documents.
- 2.5 We have not inspected the Property and are unable to advise on the physical condition of the Property. We would advise you to arrange for a survey of the Property to be carried out, if this has not already been arranged. A survey should identify any physical defects in the Property and may warn of potential defects.
- 2.6 We have made no enquiries of the actual occupiers of the Property and have not taken any steps to verify independently the information supplied by the Seller in replies to enquiries.

2.7 We express no opinion on the commerciality of the transaction. We are unable to advise on the value of the Property. We recommend that you have the Property professionally valued. You should ensure that the valuer is aware of the matters mentioned in this report, as they may affect the value.

### **3. POINTS TO BE AGREED AT THE COMMITTEE MEETING**

This is a summary of the outstanding points that must be dealt with and agreed at the committee meeting:

- 3.1 Please review and approve the terms of the Letting Documents.
- 3.2 Please review the provisions regarding the funding to be provided by the Parish Council set out in the lease to the Friends of Honley Library (Letting Document 3). If there are any more specific requirements that should be included, please let us know.
- 3.3 The Friends of Honley Library will be permitted to share occupation of the Property with other community groups. Please confirm whether the Parish Council require the ability to approve the identity of the community groups or whether the Parish Council simply require that they are notified of the identity of the community group before any sharing of occupation commences.
- 3.4 The Friends of Honley Library require the ability, under the lease, to carry out structural repairs to the Property with the consent of the Parish Council (such consent must not be unreasonably withheld or delayed). Please confirm if this is agreed.
- 3.5 The Friends of Honley Library are required to indemnify the Parish Council against all losses that the Parish Council may incur as a result of the lease or occupation by the Friends of Honley Library. FOHL requires that the Parish Council complies with the below conditions in respect of any such claim, please let us know if this is agreed:
  - 3.5.1 notice is given to FOHL as soon as reasonably practicable of any such claim;
  - 3.5.2 FOHL are provided with any information and assistance in relation to any such claim as FOHL may reasonably require;
  - 3.5.3 The Parish Council mitigate its losses where reasonable to do so; and
  - 3.5.4 The Parish Council obtains consent from FOHL (such consent not to be unreasonably withheld or delayed) before settling or admitting any claim.
- 3.6 The Property is subject to a potential chancel repair liability. Indemnity insurance can usually be obtained to protect against the risk of such costs. In order to obtain a policy quotation we will require confirmation of the current value of the Property. Please confirm.

### **4. PURCHASE**

- 4.1 The Property is being transferred to you for nil consideration.

## **5. THE PROPERTY**

- 5.1 The Property is the freehold land and buildings known as Honley Library, West Avenue, Honley HD9 6HF
- 5.2 If your title to the Property is freehold, it means that you own the Property outright, in perpetuity.
- 5.3 A plan showing the Property edged in red is attached as Appendix One. Please check the plan carefully to ensure that it accurately reflects the extent of the land that you believe you are buying. The plan may not show the exact location of the boundaries of the Property. You should inspect the Property and let us know if there are any discrepancies between the plan and the site inspection.
- 5.4 The Property is registered at the Land Registry under title number WYK811988. The class of title is absolute freehold title. Absolute title is the best class of title available. You are only purchasing part of the Seller's registered title and the Property will be awarded a new title number post-completion.
- 5.5 The registered owner of the Property is the Seller.
- 5.6 The terms of the Letting Documents are set out in Schedule One to this report.

## **6. MATTERS BENEFITING THE PROPERTY**

None.

## **7. MATTERS BURDENING THE PROPERTY**

The Property is subject to the following Incumbrances:

- 7.1 By, virtue of the Transfer from Kirklees, the Property will be subject to the following restrictive covenants:
- 7.1.1 The Property must not be used other than for community use/community purposes, except that 30% of the gross internal area of the Property may be used for any use of the Parish Council's choosing, subject to obtaining the appropriate planning consents.
- 7.1.2 Nothing must be done on the Property which may become a nuisance or danger to the neighbouring property.
- 7.1.3 No part of the Property must be disposed of without the person to which it is disposed having entered into a deed of covenant with Kirklees to comply with the terms of the Transfer, Hire Agreement and Hosting Agreement. A restriction will be entered against the registered title to the Property which will restrict the registration of any dealings of the Property unless a consent certificate is provided by Kirklees.

## **8. SEARCH RESULTS**

### **8.1 Local land charges search**

A search of the local land charges register shows matters such as compulsory purchase orders, tree preservation orders, planning enforcement notices and financial charges registered against a property. You should note that the search result provides a snapshot of the register on the date of the search. Local land charges registered after the date of the search will still bind a property.

The local land charges search was provided by Kirklees Council on 22 December 2021. The result of the search revealed that the following local land charges are registered against the Property:

- 8.1.1 the Property is subject to a Smoke Control Order which means that only smokeless fuels may be used at the Property;
- 8.1.2 the Property is listed as an Asset of Community Value. The listing was due to expire in January 2022 and the Property is no longer listed on the Council's website as being as Asset of Community Value.

## 8.2 **Local authority search (including any optional and additional enquiries)**

A local authority search reveals important information about a property, such as planning permissions and building regulation consents, proposals for road schemes, environmental and pollution notices and whether any part of the property is registered as common land or as a town or village green. A local authority search only reveals matters that affect the property being searched against. It will not disclose matters that affect neighbouring properties. If you require information about neighbouring properties, you should let us know so that further enquiries can be made.

The local authority search was provided by Kirklees Council on 22 December 2021. The result of the search did not show any entries that adversely affect the Property and revealed the following information:

West Avenue and Thirstin Road are highways maintainable at public expense. However, please let us know if you are aware of anything that may indicate that the Property does not abut the highway, for example, a strip of concrete or a grass verge between the Property and the road surface. Please also let us know if you are aware that access to the Property is gained other than from the highway or if you plan to move the access to the Property from its current position.

No part of the Property is registered as common land or as a town or village green. The possibility of land being common land or a town or village green is significant, as the land may be subject to third party rights and the owner's ability to use or develop the land may be restricted. Even if land is not registered as common land or a town or village green at the date of the search, it is possible for common land or new town or village greens to be registered in some circumstances. You should let us know if you are aware of anyone other than the Seller and the tenants under the Letting Documents using the Property for any purpose. The search did reveal that Kirklees Council made a statement in 2012. We await a copy of the statement from the Seller.

### 8.3 **Drainage and water enquiries**

The replies to drainage and water enquiries show whether a property is connected to the mains water supply and mains drainage. The replies may also show the location of public sewers within the boundary of a property and other such matters that may restrict development.

Replies to the drainage and water enquiries were provided by Yorkshire Water on 15 December 2021. The replies revealed the following information:

The Property is connected to the mains water supply.

Foul and surface water from the Property drain to a public sewer via a length of private sewer or drain. This means that you may be liable for the cost of maintaining and repairing the private sewer or drain. If use of that sewer or drain is shared with another property then responsibility for its maintenance may have transferred to the local drainage and water authority.

There is a public sewer running through the south-west boundary line of the Property. Yorkshire Water may require access onto the Property in order to carry out works to the sewer.

### 8.4 **Environmental search**

If a local authority determines that land is contaminated, and the party who caused or knowingly permitted the contamination cannot be found, the current owner or occupier of the land may be required to remedy the contamination. This can be an expensive process, so it is important to assess the risk of land being contaminated before committing to buy a property.

An environmental data search can be used to establish the risk of land being contaminated, by collating information from regulatory bodies, floodplain data and a review of current and historic land uses. This type of search is also known as a "desktop search". An environmental data search does not include a site visit or testing of soil or groundwater samples.

The environmental data search was provided by Groundsure on 15 December 2021. The result of the search showed that the Property is unlikely to be classed as contaminated and revealed that the Property is at moderate-high risk of surface water flooding. You should check the surface water drainage arrangements at the Property and also make enquiries with your proposed insurer to ensure that satisfactory insurance will be available.

### 8.5 **Coal mining search**

A coal mining search provides details of past, present and future coal mining activity at a property. The search also indicates if there are mine shafts on the property and whether any mining activities may cause subsidence.



The coal mining search was provided by The Coal Authority on 15 December 2021. The result of the search revealed that reserves of coal exist in the area but that the Property is not likely to be affected from any planned future underground coal mining,

#### **8.6 Chancel repair search**

A chancel repair search shows whether the owner of a property may be liable to contribute towards the cost of repairs to the chancel of a parish church. We would advise you not to contact any parish churches directly in relation to chancel repair liability, as this may limit the availability of indemnity insurance.

The chancel repair search was provided by ChancelCheck on 15 December 2021. The result of the search showed that the Property is within the historical boundary of a parish which continues to have a potential chancel repair liability.

Indemnity insurance is usually available to protect against this risk. In order that we can obtain a policy quotation please confirm the current value of the Property.

#### **8.7 Land Registry official search**

A Land Registry official search shows whether the register for a property has changed since the copy of the register was originally issued to the buyer's solicitor. The search also gives the applicant a "priority period". Any new entries that are registered in the priority period will not bind the applicant, as long as the Land Registry receives their application for registration within the priority period.

It is too early to carry out a Land Registry official search now, but we will carry out a search before completion of the purchase of the Property.

### **9. REPLIES TO PRE-CONTRACT ENQUIRIES**

We attach the Seller's replies to standard enquiries and the accompanying documents.

### **10. PLANNING AND BUILDING REGULATIONS**

10.1 Our investigations have not revealed an express consent for the use of the Property as a public library. However, we understand that the Property has been used as a public library for over 40 years and no enforcement action has been taken by the planning authority.

10.2 The Property has the benefit of the following planning consents:

10.2.1 For the erection of external steps and ramp (ref: 2003/90721); and

10.2.2 For the erection of a display board (ref: 2018/93170).

### **11. CONCLUSION**

Subject to the matters referred to in this report, we are of the opinion that upon completion of the purchase of the Property and registration at the Land Registry you will obtain a good and marketable title to the Property.

Signed Ramsdens Solicitors LLP.

Dated 7 June 2022

**SCHEDULE ONE  
TERMS OF THE LETTING DOCUMENTS**

**PART 1**

**LETTING DOCUMENT 1 – HIRE AGREEMENT**

Premises demised by the Letting Document:	The Property
Name of tenant:	The Council of the Borough of Kirklees
Right to use premises:	<p>The Council will have an option to hire the property as a polling station on election days.</p> <p>The Council will have the benefit of the hire agreement unless and until they decide that they no longer require the premises and serve one month's written notice to terminate the agreement.</p>
Booking arrangements:	<p>Kirklees must give at least 3 weeks written notice to hire out the Property. Once you have received notice from Kirklees, this will constitute a hire agreement.</p> <p>Kirklees may cancel a booking by giving at least 3 days' notice.</p>
Storage of polling booths:	Kirklees will have the right to deliver the polling booths to the Property at any time 2 weeks before the relevant election day and store the booths at the Property within the 2 week period preceding the election day and the 2 week period following the election day.
Hire fee:	<p>The daily hire fee charged to Kirklees must not be materially greater than daily hire fees generally chargeable by other community organisations within Kirklees for similar facilities.</p> <p>The fee is capped at 125% of usual daily hire fees.</p> <p>Kirklees must pay the hire fee within one month after the relevant election day.</p>
Kirklees Council's obligations:	When using the Property on election days, Kirklees must comply with the following obligations:

	<ul style="list-style-type: none"> <li>• the library must not be used other than as a polling station on election days;</li> <li>• Kirklees must not use the Property for any unlawful purpose and must keep the Property in a clean and tidy condition;</li> <li>• Kirklees must not alter or interfere with any lighting, heating, power or other electrical appliances and must not install any of the same without the consent of the Parish Council;</li> <li>• during an election day Kirklees are responsible for the efficient supervision of the Property;</li> <li>• Kirklees must not display any posters other than those which are for the sole purpose of indicating that the library is in use as a polling station or which constitute directional signs, provided that any signs are removed after 2 weeks following an election day; and</li> <li>• After an election day, Kirklees must leave the property in an orderly state.</li> </ul>
<p>Parish Council obligations:</p>	<p>The Parish Council must ensure that at the beginning of each day the Property is:</p> <ul style="list-style-type: none"> <li>• in good repair and condition;</li> <li>• clean and tidy;</li> <li>• appropriately furnished and lit;</li> <li>• with a level of heating and ventilation appropriate for the time of year. During the months of October to March the property temperature must be maintained at 20 degrees;</li> <li>• with adequate supplies of hot and cold water and appropriate sanitary products and appropriate kitchen equipment;</li> <li>• compliant with statutory requirements for the use as a polling station; and</li> </ul>

	<ul style="list-style-type: none"> <li>• free from all posters of a political nature.</li> </ul> <p>The Parish Council must ensure that the Property is kept open and available for use by Kirklees on election days between 6am and 12am.</p> <p>The Parish Council must maintain a level of occupiers liability insurance cover that is suitable for the use of the Property.</p>
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## **PART 2**

### **LETTING DOCUMENT 2 – HOSTING AGREEMENT**

Premises demised by the Letting Document:	Area 01L of the Property shown on the plan attached at Appendix Two.
Name of tenant:	The Council of the Borough of Kirklees
Length of the agreement:	The agreement shall expire after 5 years or by earlier notice served by Kirklees at least 1 month before the proposed expiry date.
Library hours:	<p>Kirklees are permitted to use the property as a library during the below library hours:</p> <p>Monday 12:45pm – 5:15pm</p> <p>Tuesday 12:45pm – 6:15pm</p> <p>Wednesday 9:45am – 1:15pm</p> <p>Friday 12:45pm – 5:15pm</p> <p>Saturday 9:45am – 1:15pm</p> <p>The above hours includes 15 minutes at the start and end of that day to allow setting up and closing down.</p> <p>Kirklees may change the library hours by either:</p> <ul style="list-style-type: none"> <li>• immediately giving notice to the Parish Council if there are any laws in place that prevent the library from opening under the current hours or if there are no staff available; or</li> <li>• giving not less than 3 months’ prior written notice to the Parish Council and subject to the Parish Council’s consent (not to be</li> </ul>

	withheld or delayed unless the change to the library hours would require the Parish Council to cancel any long-term booking of the Property made before service of the notice).
Rights granted to Kirklees:	<p>Kirklees will enjoy rights to:</p> <ul style="list-style-type: none"> <li>• use the communal facilities, being the toilets (03WC), kitchen (04K), office (04K) and storage cupboard (U2STO);</li> <li>• use emergency exit routes and other parts of the Property for access to the property;</li> <li>• use the designated storage area (02STO) in the office/kitchen area for the storage of Kirklees' equipment;</li> <li>• use the service media serving the property;</li> <li>• subject to consultation with the Parish Council, affix and retain any further shelving to any wall of the property provided it is done in a good and workmanlike manner;</li> <li>• affix and retain signage to the external elevations of the Property identifying the nature and business of the library, provided that any signage is appropriate to the use as a library;</li> <li>• store shelving and computers at the property;</li> <li>• use the property for any purpose associated or connected with the running of a library;</li> <li>• install a broadband supply at the Property for use by Kirklees; and</li> <li>• access the Property and carry out any of the cleaning services set out at Appendix Three.</li> </ul>
Kirklees Council's obligations:	Kirklees Council must:

	<ul style="list-style-type: none"> <li>• not use the Property other than as a library and information centre;</li> <li>• put away books, laptops and library equipment at the end of each library session;</li> <li>• leave the property tidy and clear of rubbish at the end of a library session;</li> <li>• subject to Kirklees being provided with the necessary keys and codes, close and lock up the Property at the end of a library session unless otherwise directed by the Parish Council;</li> <li>• leave the property in a clean and tidy condition and remove its equipment and goods from the property at the expiry of the hosting agreement;</li> <li>• not make any alteration to the property save as required by the hosting agreement;</li> <li>• not knowingly cause any damage to the Property or any property of the occupiers of the Property;</li> <li>• not to obstruct the common areas or make them dirty or leave rubbish on them;</li> <li>• not to apply for planning permission without the consent of the Parish Council;</li> <li>• not to knowingly do anything that might constitute a breach of any insurance or planning consents;</li> <li>• observe any reasonable rules and regulations made and notified by the Parish Council governing the use of the common areas; and</li> <li>• to indemnify the Parish Council against any losses arising from the hosting agreement.</li> </ul>
The Parish Council's obligations:	The Parish Council must:

	<ul style="list-style-type: none"> <li>• ensure that the Property has the benefit of all required consents;</li> <li>• not do anything on the Property during the library hours which would disturb or interfere with the delivery of a library service;</li> <li>• not to cause any damage to any property belonging to Kirklees or its visitors;</li> <li>• pay all outgoings in respect of the Property;</li> <li>• keep the Property open and the communal areas accessible by Kirklees during the library hours;</li> <li>• provide Kirklees with all necessary keys and codes to both entrances to the Property;</li> <li>• safely store Kirklees’ portable shelving equipment when the Property is being used by any third party;</li> <li>• comply with all statutory requirements in respect of the Property and to provide evidence of compliance upon request by Kirklees (acting reasonably);</li> <li>• replace or repair as new any damage caused to Kirklees portable shelving and equipment whilst it is at the Property and not being used by Kirklees;</li> <li>• not connect into Kirklees’ IT servers without the prior written consent of Kirklees; and</li> <li>• if requested by Kirklees, to enter into any wayleave agreement which may be required by the broadband supplier in connection with the broadband in the form required by the supplier</li> </ul>
Services provided by the Parish Council:	The Parish Council must ensure that:



	<ul style="list-style-type: none"> <li>• the property is appropriately furnished;</li> <li>• the property is clear of any non-library equipment during the library hours;</li> <li>• the Property is heated so that during the months of November to March (inclusive) the temperature is not less than 20 degrees during the library hours;</li> <li>• the Property is cleaned on a regular basis and kept tidy;</li> <li>• hot and cold water and appropriate sanitary products are supplied to the toilets;</li> <li>• hot and cold water and appropriate kitchen equipment is provided in the kitchen;</li> <li>• electricity is provided to the property;</li> <li>• all utilities required for use as a library are provided to the property; and</li> <li>• the property is in good repair and condition and is physically fit and appropriate for the delivery of a library service</li> </ul>
<p>Insurance provisions:</p>	<p>The Parish Council must insure the Property against all usual risks for its full reinstatement value and maintain cover against damage to Kirklees’ portable shelving and equipment for the full cost of repairing or replacing it as new.</p> <p>The Parish Council must maintaining a level of occupiers liability insurance cover for the Property that is suitable to the use of the property in the joint names of the Parish Council and Kirklees to a minimum value of £10million for each claim.</p> <p>The Parish Council must supply Kirklees with copies of all such insurance policies upon reasonable request and notify Kirklees of any changes to the policies.</p>

### PART 3

#### LETTING DOCUMENT 3 – FOHL LEASE

Premises demised by the Letting Document:	The Property.
Name of tenant:	Friends of Honley Library
Length of the term, commencement date and expiry date:	A term of 25 years from the date that the lease is granted.
Is the Letting Document a new tenancy for the purposes of the LTCA 1995?	Yes. On any assignment of the lease, the outgoing tenant would be released from its obligations under the lease unless it enters into an authorised guarantee agreement.
Is the Letting Document contracted out of the LTA 1954?	Yes. This means that FOHL will not have a statutory right to occupy the Property at the end of the lease.
Rights granted to the tenant:	None.
Rights granted to the landlord:	The following rights are reserved for the benefit of the Parish Council: <ul style="list-style-type: none"><li>• the right to enter the Property on reasonable notice for any purpose connected with the lease or the Parish Council’s interest in the Property;</li><li>• the right to use and connect into service media at the Property;</li><li>• the right to install and construct service media and re-route and replace service media;</li><li>• the right to develop any neighbouring property; and</li><li>• the right to erect scaffolding at the Property.</li></ul>
Rent:	A peppercorn.

	FOHL are responsible for all outgoings payable in respect of the Property.
VAT position:	All payments due under the lease are exclusive of VAT.
Permitted use and any restrictions on use:	<p>Use as a library and information centre for community use and/or community purposes.</p> <p>FOHL must not open the Property to the general public for use as a library outside of the stipulated library hours without the Parish Council's approval.</p>
Repair and decoration provisions, including obligations when the Letting Document ends:	<p>FOHL must keep the Property in good and substantial repair and condition but provided that they are not required to put the Property into any better state of repair and condition than it was in at the start of the lease.</p> <p><b>This will be evidenced by photographs which show the current state of the Property. These photographs will be attached to the lease. We await the photographs from FOHL but these will need to be approved by the Parish Council once available.</b></p> <p>FOHL must decorate the Property as often as is reasonably necessary and in the last 3 months before the end of the lease. Any decoration must be carried out to the reasonable satisfaction of the Parish Council and using materials, designs and colours approved by the Parish Council (acting reasonably).</p> <p>At the end of the lease FOHL must remove any alterations or signs erected at the Property unless the Parish Council gives notice of any item which should not be removed no later than 2 months before the lease expiry.</p>
Insured risks:	Fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or

	<p>political disturbances, malicious damage and any other risks which the Parish Council decides to insure against.</p>
Uninsured risks:	<p>Any insured risk which is not insured against because of either an exclusion or because insurance was not available on reasonable terms.</p>
Insurance provisions:	<p><u>Landlord's obligations</u></p> <p>The Parish Council must insure the Property against the insured risks for its full reinstatement cost.</p> <p>At the request of FOHL (no more than once a year), the Parish Council must supply FOHL with full details of the insurance policy, evidence of payment of the premium and details of any commissions paid by the insurer. FOHL must be informed of any change to the insurance policy as soon as reasonably practicable.</p> <p>The Parish Council must use all insurance monies received to repair damage.</p> <p><u>Tenant's obligations</u></p> <p>FOHL are not required to contribute towards the insurance costs.</p> <p>FOHL must maintain insurance for public liability risks at a minimum value of £10 million per claim or such other higher sum as the Parish Council may require.</p> <p><u>Termination following damage</u></p> <p>If the Property is damaged by an insured risk and the Parish Council (acting reasonable) consider that it is impossible or impracticable to reinstate the Property, they may terminate the lease by giving notice to FOHL.</p> <p>If the Property is damaged by an insured risk and the Property has not been reinstated so as to be fit for use and occupation by the date 3 years after the damage occurred, either party may terminate the lease by giving notice to the other.</p>

	<p><u>Uninsured damage</u></p> <p>If the Property is damaged by an uninsured risk, the Parish Council must serve notice within 12 months of damage electing to either terminate the lease or reinstate the Property from its own monies.</p> <p>If no notice is served within 12 months, FOHL may serve notice to terminate the lease (provided that the Property has not already been reinstated).</p> <p>If the Parish Council elects to reinstate any uninsured damage and the Property has not been reinstated within 3 years from the date of damage, either party may terminate the lease by giving notice to the other.</p>
<p>Alterations provisions:</p>	<p>Non-structural internal alterations and alterations to the service media at the Property require consent from the Parish Council (not to be unreasonably withheld or delayed).</p> <p><b>FOHL require the ability to carry out structural alterations at the Property with the consent of the Parish Council (such consent not to be unreasonably withheld or delayed) – is this agreed?</b></p>
<p>Alienation provisions:</p>	<p>Assignments and underlettings of the Property are prohibited.</p> <p>FOHL may share occupation of the Property with a community group provided that no relationship of landlord and tenant is established.</p> <p><b>Do the Parish Council require that the identify of the community group is approved by them or is it sufficient that FOHL notify them of their identity before they share occupation?</b></p>
<p>Details of any break clauses:</p>	<p>FOHL may terminate the lease early at any time by serving at least 6 months' written notice.</p> <p>The ability to terminate the lease early is subject to FOHL returning the Property free from occupation and without any subsisting breach</p>

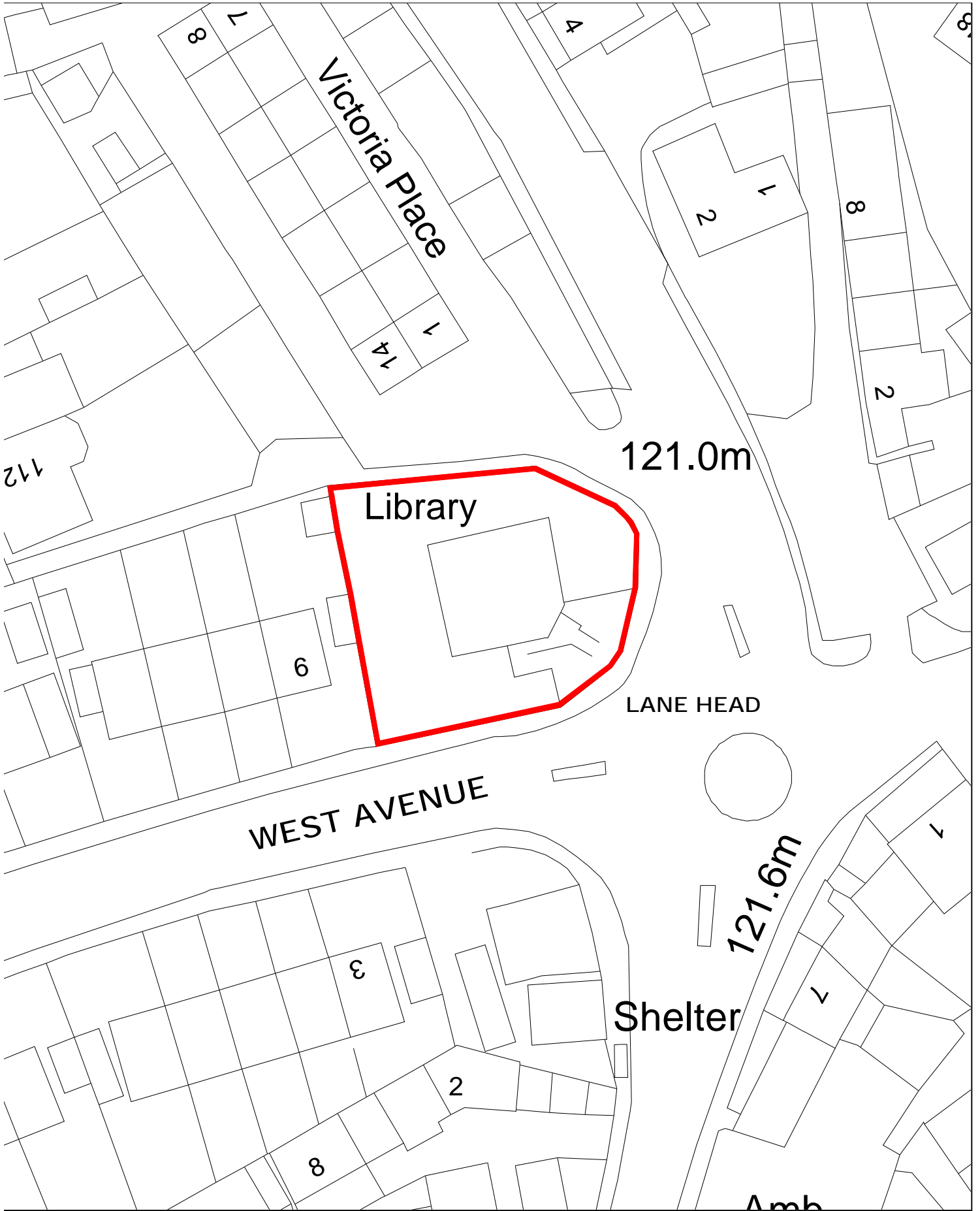
	relating to the state of repair and condition of the Property.
Initial contribution to repairs	Within 14 days of the lease, the Parish Council shall pay to FOHL the sum that the Parish Council, in its absolute discretion, considers necessary in order to bring the Property into the repair and condition required by the lease.
Ongoing contribution to repairs:	<p>The Parish Council will provide FOHL with funding (in addition to the contribution stated above) in the sum of £15,000 within 14 days of the lease as a contribution towards the maintenance and running costs of the Property.</p> <p>FOHL shall have the right to apply to the Parish Council in each year of the lease for further funding up to the sum of £15,000 per annum. The availability and provision of such funding will be at the absolute discretion of the Parish Council and FOHL must comply with all notices and requirements made by the Parish Council relating to such funding.</p> <p>FOHL's application for the additional funding must be made in accordance with the Parish Council's requirements and include spending plans, budgets and details of any works proposed to be carried out at the Property along with any other information reasonably required by the Parish Council.</p> <p>Within one month of completion of any works FOHL must supply the Parish Council with written evidence that the works have been completed to the Parish Council's reasonable satisfaction along with any other evidence reasonably required by the Parish Council.</p>

## **Appendix One: Plan of the Property**

## **Appendix Two: Hosting Agreement Plan**



## **Appendix Three: Cleaning Services**



**Economy &  
Infra-  
structure**

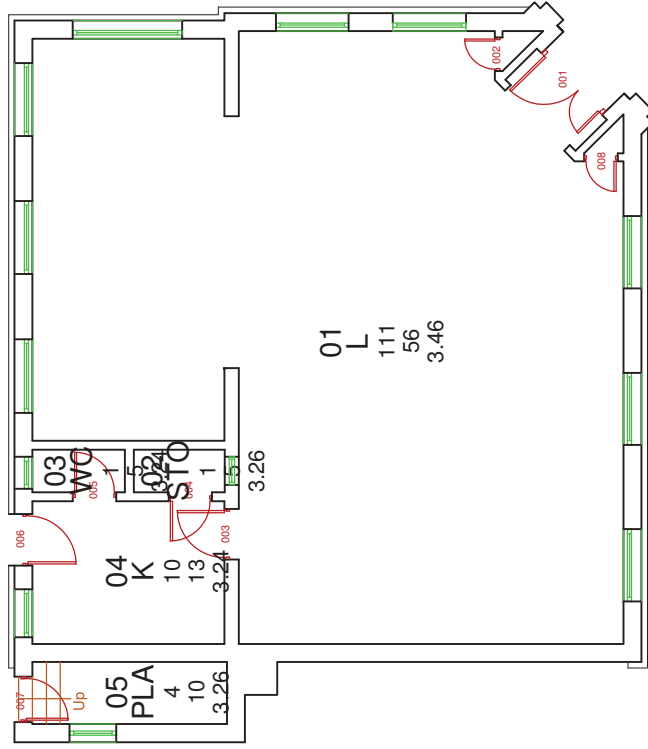
**Plan No: 20-0351**

Date: 30/11/2020 Scale: 1:500

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Notes



200

100 Plotted by Tony Sunderland on 19/10/2011 14:28:41 at 1:1 plot scale



Directorate

REGENERATION

Premise

HONLEY LIBRARY

Drawing Title

GROUND FLOOR LEVEL  
BASE PLAN

Scale	Drawn	Checked
A3:1:100	MF	
Grid Ref	Drawn	Checked
t:ca6500 base plans/honley library base	JAN 2007	

Reference No.	Drawing No.	Revision
A1105	001/01	

## **BUILDING**

### **AREA**

#### **AREA: ROOM CATEGORY**

This specification is based on a 3 day working week from Monday to Friday totalling 4 hours per week, though this may be amended by the Council at its discretion

### **DESCRIPTION**

#### **ROUTINE CLEANING**

#### **FREQUENCY**

Waste removal and movement of furniture.	Daily.
Empty waste receptacles.	Daily.
Clean waste receptacles.	Weekly.
Sweep hard surfaced floors.	Daily.
Damp mop hard surfaced floors.	Daily.
Vacuum carpeted floors.	Daily.
Dry/damp dust fixtures, furniture and fittings etc.	Daily.
Polish wooden fixtures, furniture and fittings etc.	Weekly.
Polish metal and plated fittings.	Weekly.
Cleaning of sanitary appliances/washbasins/sinks etc.	Daily.
Urinals and surrounding areas.	Daily.
WC's.	Daily.
Sani-bins/incinerators.	Daily.
Drinking fountains.	Daily.
Sanitary fixtures and fittings.	Daily.
Showers.	Daily.
Replenish toilet requisites.	Daily.
Clean doormats and dust control mats	Daily.
Clean mat-wells.	Weekly.
Spray damp wipe walls.	Daily.

N.B. Cleaning equipment, materials and water used in toilet areas shall not be used in any other area. The contractor shall satisfy the authorised officer of the proposed arrangements to ensure compliance with this requirement.

Daily tasks are to be carried out each day of attendance by the cleaner, not each day of the week.

**The above cleaning routine to be applied to areas 1, 3 & 4 on the attached plan, an area of approximately 122sqm**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

1	Title number(s) out of which the property is transferred: <b>WYK811988</b>
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Honley Library, West Avenue, Honley HD9 6HF The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: <b>EDGED RED on the Plan</b> <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: <b>THE COUNCIL OF THE BOROUGH OF KIRKLEES</b>
6	Transferee for entry in the register: <b>HOLME VALLEY PARISH COUNCIL</b>  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register: <b>Holmfirth Civic Hall, Huddersfield Road, Holmfirth HD9 3AS</b>
8	The transferor transfers the property to the transferee

9 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

10 The transferor transfers with

- full title guarantee
- limited title guarantee

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

12 Additional Provisions

**12.1**      **Expressions and Interpretation:**

12.1.1      **1994 Act:** the Law of Property (Miscellaneous Provisions) Act 1994

12.1.2      **Deed of Covenant:** a deed of covenant between the Transferor and any future disponee containing a covenant on behalf of the person to whom the Disposal is being made to observe and perform:

- (a) the terms of a hire agreement dated 2022 and made between (1) Holme Valley Parish Council and (2) The Council of the Borough of Kirklees (the "Hire Agreement");
- (b) the terms of a hosting agreement dated 2022 and made between (1) Holme Valley Parish Council and (2) The Council of the Borough of Kirklees (the "Hosting Agreement"); and
- (c) the covenants in the same terms as those given by the Transferee set out in clauses 12.4 and 12.5 of this deed.

12.1.3      **Disposal:** means

- (a) a disposition within the meaning of section 27(2) of the Land Registration Act 2002 of the whole or any part or parts of the Property;

- (b) the granting of any lease or tenancy in respect of the whole or any part or parts of the Property;
- (c) any other disposal of any interest in the whole or any part or parts of the Property.

- 12.1.4 **Expert:** an independent surveyor acting as an expert see 12.7.11
- 12.1.5 **Hire Agreement:** the form of hire agreement annexed hereto
- 12.1.6 **Hosting Agreement:** the form of the hosting agreement annexed hereto
- 12.1.7 **Officer:** the Service Director – Economy & Skills for the time being of the Transferor or such other duly authorised Officer
- 12.1.8 **Permitted Use:** means for community use and/or community purposes.
- 12.1.9 **Plan:** the plan attached and numbered 20-0351
- 12.1.10 **Property:** the property described in panel 3 above
- 12.1.11 **Retained Land:** the land comprised in title WYK811988 excluding the Property (a copy of the title plan being annexed)
- 12.1.12 **Transferor** and **Transferee:** shall unless otherwise stated include their respective successors in title
- 12.1.13 **VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any additional replacement tax
- 12.1.14 **Written Instigation:** means the written instigation of either party to appoint the Expert
- 12.1.15 **Working Day:** any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday, or a statutory Bank Holiday
- 12.1.16 Unless otherwise specified a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment extension application or re-enactment and includes any subordinate legislation for the time being in force made under it

- 12.1.17 Words importing the singular meaning include where the context so admits the plural meaning and vice versa
- 12.1.18 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations incorporated bodies and firms and all such words are to be construed interchangeable
- 12.1.19 Clause headings shall not affect the interpretation of this Transfer

## **12.2 Rights excepted and reserved to the Transferor**

None

## **12.3 Rights granted to the Transferee**

None

## **12.4 Restrictive Covenants by the Transferee with the Transferor**

- 12.4.1 Pursuant to the Local Government (Miscellaneous Provisions) Act 1982, section 33, and to the intent that this covenant binds the Property and each and every part thereof whoever owns it, the Transferee covenants for himself and his successors in title (and where the Transferee is more than one person the covenants in this clause are made by those persons jointly and severally) with the Transferor to observe and perform the following covenants:
- 12.4.1.1 Not to use the Property for any purpose other than for the Permitted Use PROVIDED ALWAYS that up to 30% of the gross internal floor area of the building on the Property may be used for any purpose the Transferee elects subject to obtaining planning permission and all other consents for such use (if required)
- 12.4.1.2 Not to do or permit or suffer to be done anything in or upon the Property or any part thereof which may become a nuisance or danger to the Transferor or its successors in title or occupiers of the Retained Land
- 12.4.1.3 Not to make any Disposal without first procuring that the person to whom the Disposal is being made has executed a Deed of Covenant with the Transferor



## **12.5 Positive Covenants by the Transferee with the Transferor**

12.5.1 The Transferee covenants for himself and his successors in title with the Transferor (and where the Transferee is more than one person the covenants in this clause are made by those persons jointly and severally) as follows:

12.5.1.1 to ensure that before any Disposal of the Property the person to whom the Disposal is being made enters into a direct Deed of Covenant with the Transferor and the Transferee will supply the Transferor with a certified copy of any such document effecting the Disposal and an original of the Deed of Covenant at the Transferee's own cost within twenty Working Days of completion;

12.5.2 By way of indemnity only to observe and perform the covenants and obligations contained mentioned or referred to in the Title Number WYK811988 so far as the same relate to or affect the Property and are still subsisting and capable of being enforced and to indemnify and keep indemnified the Transferor from and against all actions charges costs demands expenses liabilities and proceedings whatsoever in respect thereof

## **12.6 Restrictions**

12.6.1 The Transferee consents to the entry of the following restriction against the Transferee's title to the Property at Land Registry and shall, at its sole cost procure the entry of the restriction following completion:

“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by The Council of the Borough of Kirklees 2nd Floor, High Street Buildings, Huddersfield HD1 2ND that the provisions of Clauses 12.4 and 12.5 inclusive of a Transfer dated 2022 made between (1) The Council of the Borough of Kirklees and (2) Holme Valley Parish Council have been complied with”

12.6.2 The Transferor covenants with the Transferee that the Transferor, its successors in title or assignees shall provide a certificate of compliance in satisfaction of the restriction noted at clause 12.6.1 above upon satisfaction of the following:

12.6.2.1 Completion of the Deed of Covenant; and

12.6.2.2 Receipt by the Transferor of the original Deed of Covenant and certified copy of the document of disposition of the Property.

**12.7 Agreement and Declaration by the parties hereto**

- 12.7.1 The operation of Section 62 of the Law of Property Act 1925 and the rule in Wheeldon v Burrows are excluded from the Transfer and the only rights or privileges acquired by the Buyer in respect of the Property are those specifically granted in the Transfer (if any)
- 12.7.2 In transferring the Property the Transferor gives no warranty or guarantee regarding the Property or the stability of the Property for the purposes for which the same is sold and the Transferor shall not be liable or responsible for any depression subsidence damage or injury whatsoever or howsoever caused to the surface of the Property or to any building or thing at any time erected upon the Property nor for any injury loss or damage arising as a consequence thereof and the Transferee shall be deemed to purchase with full knowledge thereof
- 12.7.3 For the purposes of Section 6(2)(a) of the 1994 Act all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee
- 12.7.4 For the purposes of Section 3(1) of the 1994 Act the definition of "person" as referred to in that Section shall mean the Officer
- 12.7.5 For the purpose of Section 2(1)(b) of the 1994 Act the words "at his own cost" are replaced by the words "at the Transferee's cost".
- 12.7.6 Section 3(1) and 3(2) of the 1994 Act applies only to charges or encumbrances created by the Transferor.
- 12.7.7 The Property is transferred subject to any matters which are unregistered interests which override registered dispositions under Schedule 3 of the Land Registration Act 2002
- 12.7.8 The Transferor is transferring the Property pursuant to the powers vested in it by the provisions of the Local Government Act 1972 and the orders made thereunder
- 12.7.9 This Deed shall have no effect (other than this clause) until the date hereof

12.7.10 In the event of any dispute arising in relation to the operation or construction of this Transfer the parties hereof on failing to resolve the dispute themselves will then at the Written Instigation agree to jointly appoint the Expert to decide the matter and whose costs will be apportioned as the Expert so decides **BUT** in the event of the parties hereto being unable to agree on the appointment of the Expert within fourteen days of the Written Instigation then either party may refer the matter to the President of the Royal Institution of Chartered Surveyors to appoint a suitable person to act as an expert whose decision and costs will be dealt with as aforesaid

## **12.8      Subjections**

12.8.1 The Property is transferred subject to and as the case may be with the benefit of the rights exceptions reservations covenants stipulations and other matters contained mentioned or referred to in the registers of title WYK811988 as at 8 November 2020 18:18:08 so far as the same are still subsisting and capable of taking effect and relate to the Property

## **12.8      Transferors Costs**

The Transferee covenants with the Transferor that it shall pay the Transferor's reasonable legal and surveyor's costs and disbursements on a full indemnity basis including any irrecoverable VAT incurred in connection with:

- (a) each Deed of Covenant;
- (b) the entry or removal of each restriction against the title to the Property; and
- (c) the Transferor providing a certificate of compliance for each Disposal.

## **12.9      VAT**

12.9.1 Each amount stated to be payable by the Transferee to the Transferor under or pursuant to this deed is exclusive of VAT (if any).

12.9.2 If any VAT is chargeable on any supply made by the Transferor under or pursuant to this deed, the Transferee shall on receipt of a valid VAT invoice, pay the Transferor an amount equal to that VAT.

13 Execution

**EXECUTED AS A DEED** by affixing  
**THE CORPORATE COMMON SEAL** of  
**THE COUNCIL OF THE BOROUGH**  
**OF KIRKLEES** in the presence of:-

\_\_\_\_\_  
Service Director - Legal, Governance  
& Commissioning/Authorised Signatory

Print Name:

*Corporate common seal of the Council*

**EXECUTED AS A DEED** by affixing  
**THE COMMON SEAL** of  
**HOLME VALLEY PARISH COUNCIL**  
in the presence of:-

\_\_\_\_\_  
Authorised Signatory

Print Name:

\_\_\_\_\_  
Authorised Signatory

Print Name:

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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**DATED**

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**HOSTING AGREEMENT**

**relating to the area known as**

**Area 01L Honley Library, West Avenue, Honley HD9 6HF**

between

**Holme Valley Parish Council**

and

**The Council of the Borough of Kirklees**

This agreement is dated

2022

## Parties

- (1) **Holme Valley Parish Council** of Holmfirth Civic Hall Huddersfield Road Holmfirth HD9 3AS (**Hosting Party**)
- (2) **The Council of the Borough of Kirklees** of the Town Hall Huddersfield HD1 2TA (**Council**)

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

#### 1.1 Definitions:

**Building:** Honley Library, West Avenue, Honley, Holmfirth, HD9 3AS and shown edged red on Plan 1.

**Common Parts:** such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Property and the Communal Facilities

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Library Hours:** the following hours:

Monday 12.45 pm – 5.15 pm

Tuesday 12.45 pm – 6.15 pm

Wednesday 9.45 am – 1.15 pm

Friday 12.45 pm – 5.15 pm

Saturday 9.45 am – 1.15 pm

(each such period being a “**library session**” and which includes 15 minutes at the start and end of that library session to allow setting up and closing down of the library) or such other hours as the Hosting Party and Council agree pursuant to clause 5

**Designated Storage Area:** 02STO - Shared storage cupboard in office/kitchen area

**Communal Facilities:** Toilets (03WC), Kitchen (04K), Office (04K), Storage cupboard (02STO) as shown [ ] on the Plan

**Hosting Period:** the period from and including 2022 until the date on which this agreement is determined in accordance with clause 6.

**Necessary Consents:** all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

**Permitted Use:** Library and information centre.

**Plan:** the plan attached to this agreement marked "Plan".

**Property:** Area 01L of the existing library premises as shown [ ] on the Plan which shall include all fixtures and fittings and plant and machinery thereon.

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to **writing** or **written** excludes fax and e-mail.

- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Unless expressly provided otherwise, the obligations and liabilities of the Hosting Party under this agreement are joint and several.
- 1.14 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

## **2. Licence to occupy**

- 2.1 Subject to clause 6, the Hosting Party permits the Council to occupy the Property for the Permitted Use for the Hosting Period during the Library Hours in common with the Hosting Party and all others authorised by the Hosting Party (so far as is not inconsistent with the rights given to the Council to use the Property for the Permitted Use) together with the rights mentioned in Schedule Schedule 1.
- 2.2 The Council acknowledges that:
- (a) the Council shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Hosting Party and the Council by this agreement;
  - (b) the Hosting Party retains control, possession and management of the Property;
  - (c) the licence to occupy granted by this agreement is personal to the Council and is not assignable; and
  - (d) at any time outside of the Library Hours when the Council is not using the Property the Hosting Party may use the Property in connection with the Hosting Party's own business

## **3. Council's obligations**

The Council agrees and undertakes:

- (a) not to use the Property other than for the Permitted Use;



- (i) to put away books, laptops and library equipment at the end of each library session PROVIDED ALWAYS that there shall be no obligation on the Council to move shelving or computers after a library session.
- (b) to leave the Property tidy and clear of rubbish at the end of a library session;
- (c) provided the Council has been provided with the necessary keys and codes, the Council shall close and lock up the Building if it is empty at the end of a library session unless otherwise directed by the Hosting Party;
- (d) to leave the Property in a clean and tidy condition and to remove the Council's equipment and goods from the Property at the end of the Hosting Period;
- (e) not to make any alteration or addition to the Property save as required or permitted by any other provision contained in this Agreement;
- (h) not to knowingly cause or knowingly permit to be caused any damage to:
  - (i) the Property or the Building; or
  - (ii) any property of the owners or occupiers of the Property or the Building; and
  - (iii) and to make good any damage caused by the Council and their Permitted Use during the Library Hours as soon as reasonably practicable to the reasonable satisfaction of the Hosting Party.
- (i) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (j) not to apply for any planning permission in respect of the Property without the prior written consent of the Hosting Party;
- (k) not to knowingly do anything that will or which the Council is aware might constitute a breach of any Necessary Consents affecting the Property or which the Council is aware will or might vitiate in whole or in part any insurance effected by the Hosting Party in respect of the Property and Building from time to time;
- (l) to observe any reasonable rules and regulations the Hosting Party makes and notifies to the Council from time to time governing the Council's use of the Common Parts;
- (m) to indemnify the Hosting Party and keep the Hosting Party indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
  - (i) this agreement;
  - (ii) any breach of the Council's undertakings contained in this clause 3; and/or

- (iii) the exercise of any rights given in clause 2.

#### **4. Hosting Party's obligations**

The Hosting Party agrees and undertakes:

- 4.1 to carry out and provide the services set out in Schedule 2 and use of the Communal Facilities for the duration of the Hosting Period
- 4.2 to ensure that the Property has the benefit of all Necessary Consents
- 4.3 not to do or permit anything to be done on or in the Building during the Library Hours which would disturb or interfere with the delivery of a library service and use of the Property as a library.
- 4.4 not to cause or permit to be caused any damage to any property belonging to or used by the Council or its library visitors;
- 4.5 to pay all business rates, utilities, services and all other outgoings in respect of the Property.
- 4.6 to keep the Building open and the Property and Communal Facilities accessible by the Council and its library visitors during the Library Hours
- 4.7 to provide the Council with all necessary keys and codes to both entrances to the Building so as to ensure that the Council and its library visitors can gain access to the Property and the Communal Facilities at any time for any purposes associated or connected with the running of a library from the Property except when the Property is being used by paying hirers.
- 4.8 to safely store the Council's portable shelving and equipment when the Property and the Communal Facilities (as appropriate) are being used for other purposes or by any party other than the Council
- 4.9 to comply with and discharge all statutory requirements in respect of the Building and those relating to the use of the Building as a building where there are visiting members of the public and to provide evidence of compliance with this obligation when requested by the Council (acting reasonably)
- 4.10 subject to any limitations, excesses and conditions that may reasonably be imposed by the insurers and are accepted as common practice in the insurance market, with an insurance office of repute, to:

- (a) arrange building insurance for the Building against all usual perils and for its full reinstatement value;
- (b) maintain insurance to cover the risk of damage to the Council's portable shelving and equipment for the full cost of repairing or replacing it as new provided that the Council has notified the Hosting Party of the replacement sum for which they should be insured;
- (c) maintain a level of occupiers liability insurance cover for the Building that is commensurate with the use of the Building (including the use of the Property as a library where there are visiting members of the public) in the joint names of the Hosting Party and the Council to a minimum value of Ten Million Pounds (£10,000,000) for each and every claim (or such higher sum as the Council shall from time to time reasonably require)

and to provide the Council with copies of such insurance policies upon reasonable request and to notify the Council of any changes to any of the limitations, excesses and conditions applicable to such insurance policies

- 4.11 replace or repair (as necessary) as new any damage caused to the Council's portable shelving and/or Equipment whilst it is at the Building and not being used by the Council.
- 4.12 not to connect into the Council's IT servers without the prior written consent of the Council
- 4.13 not to sell, grant a lease, or otherwise dispose of its interest in the Property during the Hosting Period, without first procuring that the party acquiring such interest enters into a deed of covenant direct with and in favour of the Council to observe and perform the terms of this agreement and forthwith delivers the same to the Council.
- 4.14 if requested to do so by the Council, to forthwith enter into any wayleave agreement which may be required by the broadband supplier in connection with the broadband installation referred to in paragraph 1.9 of Schedule 1 in such form as the broadband supplier shall require.

## **5. Change of Library Hours**

5.1 The Council may change the Library Hours:

- (a) immediately upon the giving of notice to the Hosting Party if:
  - (i) there are local or national regulations in place that prevent the library from being open at the hours of the Council's choosing; or

- (ii) there is not the availability of staff whether through sickness, home schooling needs, or because they had to be re-allocated to other projects at the direction of the national or local government
- (b) by giving to the Hosting Party not less than three months prior written notice and subject to the Hosting Party's consent (which must not be withheld or delayed unless the change to the Library Hours would require the Hosting Party to cancel any long-term booking of the Property made before service of the Council's notice)

5.2 The Hosting Party shall not operate bookings in a manner which frustrates a change of Library Hours.

## 6. Termination

6.1 This agreement shall end on the earliest of:

- (a) [ ] 2027; and
- (b) the expiry of not less than one months' notice given by the Council to the Hosting Party

6.2 Termination of this agreement shall not affect the rights of either party in connection with any breach of any obligation under this agreement which existed at or before the date of termination.

## 7. Notices

7.1 Any notice or other communication given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

- (a) to the Hosting Party at: Holmfirth Civic Hall, Huddersfield Road, Holmfirth HD9 3AS and marked for the attention of [ ] ; and
- (b) to the Council at: [ ] and marked for the attention of [ ]

or as otherwise specified by the relevant party by notice in writing to each other party.

7.2 Any notice or other communication given in accordance with clause 7.1 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

7.3 A notice or other communication given under this agreement shall not be validly given if sent by e-mail.

7.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **8. Third party rights**

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## **9. Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **10. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

## **Schedule 1 Rights granted to Council**

1. The right for the Council to:
  - 1.1 use the Communal Facilities
  - 1.2 pass along and use emergency exit routes and the Common Parts for the purpose of access to and egress from the Property and the Communal Facilities
  - 1.3 use the Designated Storage Area for storage of the Council's equipment and other items and to have access to it at all times during the Hosting Period.
  - 1.4 use the Service Media serving the Property
  - 1.5 subject to consultation with and agreement of the Hosting Party, affix and retain any further shelving to any wall of the Property provided it is done in a good and workmanlike manner with appropriate materials
  - 1.6 affix and retain signage of an appropriate size to the external elevations of the Building identifying the nature of the business (for example library, opening hours, information about the library), provided that any such signage is of a design, size and number appropriate to the Permitted Use
  - 1.7 store shelving and computers at the Property
  - 1.8 use the Property for any purposes associated or connected with the running of a library from the Property except when the Property is being used by paying hirers
  - 1.9 install a broadband supply at the Building for use by the Council in relation to the Permitted Use
  - 1.10 access the Building and carry out (at the Council's absolute discretion) any of the cleaning services set out in Schedule 3 except when the Property is being used by paying hirers

## **Schedule 2 Services**

1. The Hosting Party shall for the duration of the Hosting Period ensure that:
  - 1.1. the Property is appropriately furnished
  - 1.2. the Property is clear of any furniture equipment or objects (which are not connected to the Permitted Use) during the Library Hours;
  - 1.3. the Property and Communal Facilities are heated so that during the months of November to March inclusive the temperature is not less than 20 degrees centigrade during the Library Hours.
  - 1.4. the Property and Communal Facilities are cleaned on a regular basis and kept tidy
  - 1.5. hot and cold water and appropriate sanitary products are supplied to the toilets
  - 1.6. hot and cold water and appropriate kitchen equipment is provided in the kitchen
  - 1.7. electricity is provided to the Property
  - 1.8. telecoms and all other utilities and service media required to enable the Council to deliver the Permitted Use are provided to the Property
  - 1.9. the Property is in good repair and condition and is physically fit and appropriate for the delivery of a library service

**Schedule 2 Cleaning**



**EXECUTED AS A DEED** by  
affixing **THE COMMON SEAL** of  
**HOLME VALLEY PARISH COUNCIL**

in the presence of:

---

Authorised Signatory

Print Name:

---

Authorised Signatory

Print Name:

**EXECUTED AS A DEED** by affixing  
**THE CORPORATE COMMON SEAL** of  
**THE COUNCIL OF THE BOROUGH**  
**OF KIRKLEES** in the presence of:-

---

Assistant Director - Legal, Governance  
& Monitoring / Authorised Signatory

Print Name:

**THIS AGREEMENT** is made the                      day of                      2022

**BETWEEN**

1.        **Holme Valley Parish Council** of Holmfirth Civic Hall Huddersfield Road Holmfirth HD9 3AS (“ the Owner”); and
  
2.        **The Council of the Borough of Kirklees** of the Town Hall Huddersfield HD1 2TA (“the Council”)

**BACKGROUND**

- (A)      The Council transferred the Building to the Owner by way of a transfer of even date hereto
  
- (B)      The parties agreed that the Council would be granted the right to hire the Premises (herein after defined) on Election Days following the date of this document

**1.            DEFINITIONS**

IN this Agreement the following words shall have the following meanings:

Commencement    :    The date of this agreement  
Date

Election Days        :    Any day when:

- a)    there is an election held where the electorate of that part of Honley where the Premises is situated is entitled to vote and which includes (but without limitation) scheduled and unscheduled Parliamentary elections, scheduled and unscheduled assembly elections (if any), scheduled and unscheduled regional assembly elections (if any), scheduled and unscheduled council elections, scheduled and unscheduled town and parish elections; Police and Crime Commissioner elections (including by-elections); or
  
- b)    there is a referendum held where the electorate of that part Honley where the Premises is situated is entitled to vote

And any one of them shall be an Election Day.

- Hire Fee : the hire fee payable shall be the daily hire fee charged by the Owner for the Premises from time to time PROVIDED THAT this fee shall not be materially greater than daily hire fees generally chargeable by other community organisations within the borough of Kirklees for the daily hire of commensurate facilities. If it is materially greater then the Hire Fee shall be capped at 125% of the daily hire fees generally chargeable by other community organisations within aforementioned borough of Kirklees for the daily hire of commensurate facilities
- Premises : Honley Library, West Avenue, Honley HD9 6HF as shown edged red on plan attached
- Term : From the Commencement Date until terminated by the Council in accordance with the terms of this Agreement.

## **2. INTERPRETATION**

- 2.1 Unless the context otherwise requires references in this Agreement to clauses and to schedules are to clauses and schedules in this Licence and reference to a clause includes a subclause
- 2.2 The headings to clauses and other parts of this Agreement are for reference only and do not affect its construction
- 2.3 A reference to a person includes an individual, a corporation, company firm or partnership or government body or agency whether or not legally capable of holding land
- 2.4 A reference to the Owner shall unless otherwise stated include their respective successors in title

## **3. OPTION**

The Owner agrees that the Council shall during the Term have the option to hire the Premises on Election Days in return for paying the Hire Fee to the Owner.

#### **4. BOOKING ARRANGEMENTS**

- 4.1 If The Council wishes to exercise its option as set out in clause 3 above for an Election Day in accordance with the terms of this agreement then it must exercise its option to do so by giving the Owner not less than 3 weeks prior written notice (“the Booking Notice”).
- 4.2 The receipt of the Booking Notice shall constitute a hire agreement for the Premises for the relevant Election Day referred to in the Booking Notice on the terms set out in this agreement and in Schedule 1.
- 4.3 If the Council wishes to cancel any booking then they must do so by giving the Owner not less than 3 days’ notice.
- 4.4 The Parties shall act in good faith towards the other in respect of bookings. The Owner shall not operate the bookings in a manners which frustrates the exercise of the Council’s option under clause 3 of this agreement and the Council shall only exercise its option under clause 3 if it intends to use the Premises on an Election Day.

#### **5. PAYMENT OF HIRE FEE**

The Hire Fee for each Election Day shall become due to the Owner one month after the Election Day has taken place.

#### **6. DISPOSAL BY OWNER**

- 6.1 The Owner shall not sell, grant a lease, or otherwise dispose of its interest in the Premises, without first procuring that the party acquiring such interest enters into a deed of covenant direct with and in favour of the Council to observe and perform the terms of this agreement and forthwith delivers the same to the Council.

#### **7. TERMINATION**

- 7.1 The Council shall have the right to terminate this agreement on one months prior written notice served on the Owner.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**EXECUTED AS A DEED** by  
affixing **THE COMMON SEAL** of  
**HOLME VALLEY PARISH COUNCIL**

in the presence of:

---

Authorised Signatory

Print Name:

---

Authorised Signatory

Print Name:

**EXECUTED AS A DEED** by affixing  
**THE CORPORATE COMMON SEAL** of  
**THE COUNCIL OF THE BOROUGH**  
**OF KIRKLEES** in the presence of:-

---

Assistant Director - Legal, Governance  
& Monitoring / Authorised Signatory

Print Name:



3.2.2 No additional lighting heating power or other electrical fittings or appliances are to be installed or used without the prior consent of the Owner

### **3.3 Supervision**

During an Election Day the Council is to be responsible for the efficient supervision of the Premises including the effective control of all visitors to the Premises and the orderly and safe vacation of the Premises in the case of emergency

### **3.4 Decoration and Advertising**

No posters may be displayed other than those which are for the sole purpose of indicating that the Premises is in use by the Council as a polling station or which constitute directional signs. Such boards may be placed either within or outside the Premises provided that any such posters or boards are removed at the end of the period of two weeks after the relevant Election Day.

### **3.4 Statutory Requirements**

The Council must not do or permit any act matter or thing which would or might constitute a breach of any Statutory Requirement affecting the Premises

### **3.5 Expiration of Period of Hiring**

3.5.1 After an Election Day the Council is to leave the Premises in an orderly state PROVIDED ALWAYS that the Council shall not be required to remove the polling booths within the Premises until the expiry of the period of two weeks after the relevant Election Day.

## **4. The Owner's Obligations**

### **4.1 Condition of the Premises**

The Owner will ensure that at the beginning of each Election Day the Premises are:

- 4.1.1 in good repair and condition; and
- 4.1.2 clean and tidy; and
- 4.1.3 appropriately furnished; and
- 4.1.4 appropriately lit; and

- 4.1.5 with a level of heating and ventilation appropriate for the time of year PROVIDED ALWAYS that between the months of October to March the temperature shall be maintained at 20 degrees centigrade; and
- 4.1.6 with adequate supplies of hot and cold water and appropriate sanitary products; and
- 4.1.7 with supplies of hot and cold water and appropriate kitchen equipment; and
- 4.1.8 compliant with all Statutory Requirements for the Permitted Use; and
- 4.1.9 free from all posters of a political nature.

#### **4.2 Hours of opening**

The Owner shall keep the Premises open and available for use by the Council on Election Days between the hours of 6am and midnight.

#### **4.3 Insurance**

The Owner shall procure that the Premises has a level of Occupiers Liability insurance cover that is commensurate with the use of the Premises

### **5. Additional Rights to the Council**

- 5.1 The Owner agrees that the Council shall have the right to:
  - 5.1.1 deliver to the Premises polling booths at any time during the Premises opening hours during the two week period preceding the relevant Election Day;
  - 5.1.2 store the polling booths within the Premises during the two week period preceding the relevant election Day and during the two week period following the relevant Election Day in such area as is suitable and is designated by the Owner (acting reasonably) from time to time, provided that if the Council serves notice to cancel the booking in accordance with clause 4.3, the Council shall remove any polling booths at the Premises as soon as reasonably possible; and
  - 5.1.3 enter the Premises to remove the polling booths stored within the Premises in accordance with 5.1.1 and 5.1.2 until the expiry of the period of two weeks after the relevant Election Day



**Dated**

**2022**

**HOLME VALLEY PARISH COUNCIL**  
**- and -**  
**FRIENDS OF HONLEY LIBRARY**

---

**LEASE**  
**relating to**  
**Honley Library, West Avenue, Honley HD9 6HF**

---

**Ramsdens**  
**Solicitors**

014-5618-4345/2/EUROPE

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**LR1. Date of lease**

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

WKY811988

**LR2.2 Other title numbers**

None

**LR3. Parties to this lease**

**Landlord**

Holme Valley Parish Council of Holmfirth Civic Hall, Huddersfield Road, Holmfirth  
HD9 3AS

**Tenant**

Friends of Honley Library a charitable incorporated organisation, a registered charity  
in England and Wales (number 1181829) whose principal office is at West Avenue,  
Honley, Holmfirth HD9 6HF

**Other parties**

None

**LR4. Property**

In the case of a conflict between this clause and the remainder of this lease then, for  
the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.1.

The Property is let without the benefit of any existing easements or other rights which  
are appurtenant to title number WYK811988.

**LR5. Prescribed statements etc.**

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a  
charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold  
Reform, Housing and Urban Development Act 1993) of the Land Registration  
Rules 2003.**

None.

**LR5.2 This lease is made under, or by reference to, provisions of:**

None.

**LR6. Term for which the Property is leased**

The term specified in the definition of "Contractual Term" in Clause 1.1 of this lease.

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

None.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

None.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

The Parties to this lease apply to enter the following standard form of restriction against the title of the Property:

“No transfer of lease is to be registered without a certificate signed by a conveyancer that the transfer or lease did not contravene section 95(1) of the Localism Act 2011”.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

This lease is dated

2022.

## **PARTIES**

- (1) Holme Valley Parish Council of Holmfirth Civic Hall, Huddersfield Road, Holmfirth HD9 3AS (**Landlord**); and
- (2) Friends of Honley Library a charitable incorporated organisation, a registered charity in England and Wales (number 1181829) whose principal office is at West Avenue, Honley, Holmfirth HD9 6HF (**Tenant**).

## **BACKGROUND**

- (A) The Landlord is the freehold owner of the Property.
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this lease.

#### 1.1 Definitions:

**Annual Rent:** a peppercorn per annum (if demanded).

**Authorised Person:** any:

- (a) workers, contractors or agents of the Tenant; or
- (b) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) of this definition.

**Break Date:** a date that is at least six months after service of the a Break Notice.

**Break Notice:** written notice to terminate this lease specifying the Break Date and served in accordance with clause 43.

**CDM Regulations:** the Construction (Design and Management) Regulations 2015 (SI 2015/51).

**Contractual Term:** a term of 25 years from and including the date of this lease.

**Default Interest Rate:** 4% per annum above the Interest Rate.

**Energy Assessor:** an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the EPC Regulations.

**EPC Regulations:** Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Excluded Insurance Items:** any:

- (a) glass forming part of the Property; and
- (b) tenant's fixtures that are installed by or for the Tenant, any undertenant or occupier of the Property and that form part of the Property.

**Hire Agreement:** the hire agreement dated the same date as this lease and made between (1) the Landlord and (2) The Council of the Borough of Kirklees.

**Hosting Agreement:** the hosting agreement dated the same date as this lease and made between (1) the Landlord and (2) The Council of the Borough of Kirklees.

**Insolvency Event:** subject to clause 1.15, any one or more of the following:

- (a) the making of an administration order in relation to the Tenant;
- (b) the appointment of an administrator in relation to the Tenant;
- (c) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- (d) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (e) the making of a winding-up order in respect of the Tenant;
- (f) the striking-off of the Tenant from the Register of Companies;
- (g) the Tenant otherwise ceasing to exist (but excluding where the Tenant dies);
- (h) the making of a bankruptcy order against the Tenant.

**Insured Risks:** (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

**Interest Rate:** the base rate from time to time of Barclays Bank Plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

**IPT:** Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.



**LPA 1925:** Law of Property Act 1925.

**LTA 1927:** Landlord and Tenant Act 1927.

**LTA 1954:** Landlord and Tenant Act 1954.

**LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.

**Library Hours:** Mon 12:45pm – 5.15pm  
Tues 12.45pm – 6.15pm  
Weds 9.46am – 1.15pm  
Thurs Closed  
Fri 12.45pm – 5.15pm  
Sat 9.45am – 1.15pm  
Sun Closed

or such alternative hours as the Landlord may stipulate from time to time (acting in accordance with the terms of the Hosting Agreement).

**Permitted Use:** use as a library and information centre for community use and/or community purposes.

**Property:** The land and building known as Honley Library, West Avenue, Honley HD9 6HF and shown edged red on the attached plan.

**Property Damage:** damage to or destruction of the Property (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use.

**Rates and Taxes:** all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair and reasonable proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

- (a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.

**Recommendation Report:** a report as defined in regulation 4 of the EPC Regulations.

**Records:** all accounts, documents, records, books, ledgers, receipts, files, VAT returns, computer data or other evidence that the tenant should reasonably keep for the purpose of accurately ascertaining and demonstrating the costs incurred by the

Tenant in relation to the ongoing maintenance and running costs of the Property for the Permitted Use.

**Reinstatement Cost:** the full cost of reinstatement of the Property (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.

**Rents:** the rents set out in clause 2.2.

**Reservations:** the rights excepted and reserved in paragraph 1 of Schedule One.

**Service Media:** all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

**Signs:** signs, fascia, awnings, placards, boards, posters and advertisements.

**Tenant Damage:** damage or destruction caused by an act or omission of the Tenant or any Authorised Person.

**Term:** the Contractual Term.

**Termination Date:** the date on which the Term ends (however it ends).

**Third Party Rights:** All easements and other rights, covenants and restrictions affecting the Property including those set out or referred to in the register entries of title number WYK811988 in so far as they relate to the Property as at 19 May 2022 at 15:10:02 and those set out in the Transfer dated the same date as this lease and made between (1) The Council of the Borough of Kirklees and (2) the Landlord and those set out in the Hire Agreement and Hosting Agreement.

**Uninsured Risks:** any risk which is not insured against at the date of the relevant damage or destruction because:

(a) of an exclusion imposed by the insurers; or

(b) insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into;

and **Uninsured Risk** means any of the Uninsured Risks.

**Utilities:** electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

**Utility Costs:** all costs in connection with the supply or removal of Utilities to or from the Property (or a fair and reasonable proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

**VAT:** value added tax or any equivalent tax chargeable in the UK.

- 1.2 A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this Deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
- 1.6.1 the Landlord includes a reference to the person entitled to the immediate reversion to this lease;
  - 1.6.2 the Tenant includes a reference to its successors in title and assigns; and
  - 1.6.3 a **guarantor** is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.7 In relation to any payment, a reference to a fair proportion is to a fair reasonable and proper proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord (acting reasonably and properly).
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.12 References to:
- 1.12.1 the consent of the Landlord are to the consent of the Landlord given in accordance with clause 46.1;
  - 1.12.2 the approval of the Landlord are to the approval of the Landlord given in accordance with clause 46.3; and
  - 1.12.3 any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of any mortgagee

of the Landlord where such consent or approval is required under the terms of the mortgage. Except that nothing in this lease shall be construed as imposing on any mortgagee any obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.

- 1.13 Unless the context otherwise requires, references to the Property are to the whole and any part of it.
- 1.14 Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 For the purposes of the definition of **Insolvency Event**:
- 1.15.1 where any of the paragraphs in that definition apply in relation to:
- 1.15.1.1 a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
- 1.15.1.2 a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
- 1.15.2 **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.16 A reference to writing or written excludes fax and email.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

- 1.21 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

## **2. GRANT**

2.1 The Landlord lets the Property to the Tenant:

- 2.1.1 for the Contractual Term;
- 2.1.2 with full title guarantee;
- 2.1.3 excepting and reserving the Reservations; and
- 2.1.4 subject to the Third Party Rights.

2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

- 2.2.1 the Annual Rent;
- 2.2.2 all interest payable under this lease;
- 2.2.3 all other sums payable under this lease; and
- 2.2.4 all VAT chargeable on the other rents set out in this clause 2.2.

## **3. TENANT COVENANTS**

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

## **4. PAYMENT OF ANNUAL RENT**

4.1 The Tenant must pay the Annual Rent on 1 January in each year of the Term (if demanded).

## **5. PAYMENT METHOD**

5.1 The Tenant must pay all sums payable under this lease by:

- 5.1.1 electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord in writing not less than 5 days before the sums payable are due; or
- 5.1.2 any other method that the Landlord reasonably requires from time to time and notifies to the Tenant in writing not less than 5 days before the sums payable are due.

## **6. NO SET-OFF**

The Tenant must pay all sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**7. INTEREST**

7.1 If any sum payable by the Tenant under this lease has not been paid within five working days of its due date (in the case of Annual Rent whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

**8. RATES AND TAXES**

8.1 The Tenant must pay all Rates and Taxes.  
8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

**9. UTILITIES**

9.1 The Tenant must pay all Utility Costs.  
9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

**10. COMMON ITEMS**

The Tenant must pay to the Landlord on demand a fair and reasonable proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Property but used or capable of being used by the Property in common with other land.

**11. COSTS**

11.1 The Tenant must pay on demand and on a full indemnity basis the proper (and in the case of clause 11.1.5 reasonable) costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

- 11.1.1 the enforcement of the tenant covenants of this lease;
- 11.1.2 serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- 11.1.3 serving any notice in connection with this lease under section 17 of the LTCA 1995;
- 11.1.4 the preparation and service of a schedule of dilapidations in connection with this lease; or
- 11.1.5 any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld or delayed

by the Landlord in circumstances in which the Landlord is not permitted to unreasonably withhold or delay giving consent).

## **12. PROHIBITION OF DEALINGS**

12.1 Except as expressly permitted by clause 13, the Tenant must not:

- 12.1.1 assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property;
- 12.1.2 assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
- 12.1.3 hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

## **13. SHARING OCCUPATION**

13.1 The Tenant may share occupation of the Property with a community group that is notified to the Landlord in advance provided that no relationship of landlord and tenant is established by that arrangement.

13.2 If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

## **14. REPAIR**

14.1 The Tenant must:

- 14.1.1 subject to clause 14.2, keep the Property in good and substantial repair and condition;
- 14.1.2 ensure that any Service Media forming part of the Property is kept in good working order;
- 14.1.3 keep the Property clean, tidy and clear of rubbish; and
- 14.1.4 replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken

provided that the Tenant shall not be required to put the Property into any better state of repair and condition than it was in at the date of this lease and evidenced by the attached schedule of condition.

14.2 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items) to the extent that any disrepair has been caused by:

- 14.2.1 an Insured Risk unless and to the extent that:

14.2.1.1 the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 3.1.6 of Schedule Two); or

14.2.1.2 the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule Two; or

14.2.2 Property Damage by an Uninsured Risk unless that damage is Tenant Damage.

## **15. DECORATION**

15.1 The Tenant must:

15.1.1 decorate the exterior and interior of the Property as often as is reasonably necessary and also in the last three months before the Termination Date;

15.1.2 carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and

15.1.3 carry out any decoration of the Property required at any time during the Term (including in the last three months before the Termination Date) to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

## **16. ALTERATIONS**

16.1 The Tenant must not make any:

16.1.1 alteration or addition to the Property; or

16.1.2 opening in any boundary of the Property;

without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

16.2 Any alterations permitted by this clause are subject to clause 16.5.

16.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

16.4 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

16.5 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.



## **17. SIGNS**

17.1 The Tenant must not:

17.1.1 display any Signs inside the Property that are visible from the outside; or

17.1.2 attach any Signs to the exterior of the Property;

except Signs of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.

17.2 The Tenant must allow the Landlord to fix to and keep at the Property:

17.2.1 during the 6 month period before the Termination Date, any re-letting board as the Landlord reasonably requires; and

17.2.2 at any time during the Term, any sale board as the Landlord reasonably requires.

## **18. WINDOW CLEANING**

18.1 As often as reasonably necessary, the Tenant must clean the internal and external surfaces of any:

18.1.1 windows; and

18.1.2 other glass;

at the Property.

## **19. RETURNING THE PROPERTY TO THE LANDLORD**

19.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.

19.2 Subject to clause 19.3, the Tenant must by the Termination Date:

19.2.1 remove:

19.2.1.1 any tenant's fixtures from the Property;

19.2.1.2 any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and

19.2.1.3 any Signs erected by the Tenant at the Property; and

19.2.2 make good any damage caused to the Property by the removal of those items and alterations.

19.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 19.2.1.1 and clause 19.2.1.2 shall not be removed pursuant to clause 19.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

19.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

19.5 The Tenant:

19.5.1 irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and

19.5.2 must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

## **20. USE**

20.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

20.2 The Tenant must not:

20.2.1 open the Property to the general public for use as a library outside of the Library Hours without the Landlord's prior approval;

20.2.2 use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, or any property that neighbours the Property;

20.2.3 use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;

20.2.4 hold any auction at the Property;

20.2.5 allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a legal nuisance to any property that neighbours the Property;

20.2.6 overload any part of the Property nor overload or block any Service Media at or serving the Property;

20.2.7 store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;

20.2.8 (except as permitted by clause 16.4) interfere with any Service Media at the Property;

20.2.9 keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or

20.2.10 allow any person to sleep at or reside on the Property.

**21. ALLOW ENTRY**

- 21.1 Subject to clause 21.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:
- 21.1.1 except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
  - 21.1.2 at any reasonable time (whether or not during usual business hours); and
  - 21.1.3 with their workers, contractors, agents and professional advisers.
- 21.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

**22. KEYHOLDERS AND EMERGENCY CONTACT DETAILS**

- 22.1 The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:
- 22.1.1 hold a full set of keys for the Property;
  - 22.1.2 hold all the access codes for the Tenant's security systems (if any) at the Property; and
  - 22.1.3 may be contacted in case of emergency at any time outside the Tenant's usual business hours.

**23. TENANT'S INSURANCE**

- 23.1 The Tenant undertakes to take out and maintain, at the Tenant's cost, a policy of insurance during the term of this lease with a reputable and financially stable insurer in relation to the activities and those of its members, employees, volunteers, agents and contractors at the Property for public liability to a minimum value of £10,000,000 per claim (or such other higher sum as the Landlord may reasonably require).

**24. COMPLIANCE WITH LAWS**

- 24.1 The Tenant must comply with all laws relating to:
- 24.1.1 the Property and the occupation and use of the Property by the Tenant;
  - 24.1.2 the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
  - 24.1.3 any works carried out at the Property; and
  - 24.1.4 all materials kept at or disposed of from the Property.
- 24.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:
- 24.2.1 send a copy of the relevant document to the Landlord; and

- 24.2.2 take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 24.3 The Tenant must not:
  - 24.3.1 apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld or delayed where the application relates to works permitted under this lease); or
  - 24.3.2 implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld or delayed).
- 24.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.
- 24.5 The Tenant must:
  - 24.5.1 comply with its obligations under the CDM Regulations;
  - 24.5.2 maintain the health and safety file for the Property in accordance with the CDM Regulations;
  - 24.5.3 give that health and safety file to the Landlord at the Termination Date;
  - 24.5.4 procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
  - 24.5.5 supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 24.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 24.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 24.8 The Tenant must keep:
  - 24.8.1 the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or recommended by them or reasonably required by the Landlord; and

24.8.2 that machinery, equipment and alarms properly maintained and available for inspection.

## **25. ENERGY PERFORMANCE CERTIFICATES**

25.1 The Tenant must:

25.1.1 co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and

25.1.2 allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.

25.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

25.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

25.3.1 commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or

25.3.2 pay the reasonable and proper costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

25.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

## **26. THIRD PARTY RIGHTS**

26.1 The Tenant must:

26.1.1 comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and

26.1.2 not do anything that may interfere with any Third Party Right.

## **27. THIRD PARTY OCCUPATION**

27.1 This lease is granted subject to the Hire Agreement and Hosting Agreement and the Tenant shall comply with the Landlord's requirements in relation to the Hire Agreement or the Hosting Agreement.

- 27.2 The Tenant acknowledges that it shall have no right to any payments due under the Hire Agreement or Hosting Agreement and that any such payments shall belong entirely to the Landlord.
- 27.3 The Tenant covenants with the Landlord to observe and comply with the covenants contained in the Hire Agreement and Hosting Agreement in so far as they are subsisting and capable of taking effect.
- 27.4 The Tenant shall keep the Landlord indemnified against all proper liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any failure by the Tenant to comply with the covenants referred to at clause 27.3.

**28. REGISTRATION OF THIS LEASE**

28.1 The Tenant must:

- 28.1.1 apply to register this lease at HM Land Registry promptly and in any event within one month following the grant of this lease;
- 28.1.2 ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and
- 28.1.3 send the Landlord official copies of its title within one month of completion of the registration.

28.2 The Tenant must not:

- 28.2.1 apply to HM Land Registry to designate this lease as an exempt information document for the purposes of the Land Registration Rules 2003;
- 28.2.2 object to an application by the Landlord to HM Land Registry to designate this lease as such an exempt information document; or
- 28.2.3 apply for an official copy of any exempt information document version of this lease.

**29. CLOSURE OF REGISTERED TITLE OR REMOVAL OF ENTRIES IN RELATION TO THIS LEASE**

29.1 The Tenant must make an application to HM Land Registry to close the registered title of this lease and remove all entries on the Landlord's title relating to this lease promptly (and in any event within one month) following the Termination Date.

29.2 The Tenant must:

- 29.2.1 ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 29.1 are responded to promptly and properly; and
- 29.2.2 keep the Landlord informed of the progress and completion of that application.

### **30. ENCROACHMENTS AND PRESERVATION OF RIGHTS**

- 30.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.
- 30.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:
  - 30.2.1 inform the Landlord as soon as reasonably practicable and give the Landlord notice of that encroachment or action; and
  - 30.2.2 at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.
- 30.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.
- 30.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.
- 30.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:
  - 30.5.1 inform the Landlord as soon as reasonably practicable and give the Landlord notice of that action; and
  - 30.5.2 at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

### **31. INDEMNITY**

- 31.1 The Tenant must keep the Landlord indemnified against all proper liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) properly suffered or incurred by the Landlord arising out of or in connection with:
  - 31.1.1 any breach of any tenant covenants in this lease;

31.1.2 any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or

31.1.3 any act or omission of the Tenant or any Authorised Person.

31.2 In respect of any claim covered by clause 31.1, the Landlord must:

31.2.1 give notice to the Tenant of the claim as soon as reasonably practicable after receiving notice of it;

31.2.2 provide the Tenant with any information and assistance in relation to the claim that the Tenant may reasonably require;

31.2.3 mitigate its loss where it is reasonable for the Landlord to do so; and

31.1.331.2.4 obtain the Tenant's consent (not to be unreasonably withheld or delayed) before settling or admitting any claim.

## **32. LANDLORD COVENANTS**

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term and to comply with clause 4.10 of the Hosting Agreement.

## **33. QUIET ENJOYMENT**

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

## **34. LANDLORD'S CONTRIBUTION TO INITIAL REPAIRS**

34.1 Within 14 days of the date of this lease, the Landlord shall pay to the Tenant such sum as the Landlord, in its absolute discretion, considers necessary in order to bring the Property into the repair and condition required by this lease.

## **35. LANDLORD'S ONGOING CONTRIBUTION TO FUNDING**

35.1 The Landlord will provide the Tenant with funding in the sum of £15,000 within 14 days of the date of this lease as a contribution towards the maintenance and running costs of the Property for the Permitted Use.

35.2 The Tenant shall have the right to apply to the Landlord in each year of the Term for further funding up to the sum of £15,000 per annum. The availability and provision of such funding will be at the absolute discretion of the Landlord and the Tenant shall comply with all notices and requirements made by the Landlord relating to such funding.

35.3 The Tenant's application referred to at clause 35.2 shall:

35.3.1 be made in accordance with the Landlord's requirements;



35.3.2 include spending plans, budgets and details in relation to the scope of works proposed to be carried out at the Property for that relevant year; and

35.3.3 include any other information reasonably required by the Landlord.

35.4 Within one month of completion of any such works mentioned at clause 35.3.2 the Tenant shall supply the Landlord with written evidence that the works have been completed to the Landlord's reasonable satisfaction along with any other evidence reasonably required by the Landlord.

35.5 The Tenant shall keep accurate Records and make the Records available for inspection by the Landlord upon request at any time.

35.6 The Landlord may, in its discretion, arrange for the Records to be audited from time to time by a professionally qualified independent auditor or accountant appointed by the Landlord.

35.7 For the avoidance of doubt, the Tenant's application at clause 35.3 does not obviate the requirement for any consent required under this lease.

### **36. EXERCISE OF RIGHT OF ENTRY**

36.1 In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule One, the Landlord must:

36.1.1 except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;

36.1.2 cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;

36.1.3 cause as little inconvenience as reasonably possible to the Tenant; and

36.1.4 promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

### **37. RE-ENTRY AND FORFEITURE**

37.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

37.1.1 the whole or any part of the Rents is unpaid 21 days after becoming payable (in the case of Annual Rent whether it has been formally demanded or not);

37.1.2 any breach of any condition of, or tenant covenant in, this lease; or

37.1.3 an Insolvency Event.

37.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

**38. SECTION 62 OF THE LPA 1925, IMPLIED RIGHTS AND EXISTING APPURTENANT RIGHTS**

38.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

38.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to title number WYK811988.

**39. EXCLUSION OF SECTIONS 24 TO 28 OF THE LTA 1954**

39.1 The parties:

39.1.1 confirm that:

39.1.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;

39.1.1.2 A person who was duly authorised by the Tenant to do so made a statutory declaration dated 2021 in accordance with the requirements of section 38A(3)(b) of the LTA 1954;

39.1.1.3 there is no agreement for lease to which this lease gives effect; and

39.1.2 agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

**40. COMPENSATION ON VACATING**

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

**41. NO RESTRICTION ON LANDLORD'S USE**

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of any neighbouring or adjoining property.

**42. LIMITATION OF LIABILITY**

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord has been notified of that failure and has not remedied that failure within a reasonable time following receipt of such notice.

**43. TENANT'S OPTION TO BREAK**

43.1 The Tenant may terminate this lease by serving a Break Notice on the Landlord at least 6 months before the Break Date.

43.2 A Break Notice served by the Tenant shall be of no effect if at the Break Date stated in the Break Notice:

43.2.1 the Tenant has not vacated the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession; or

43.2.2 there is a subsisting material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Property.

43.3 Subject to clause 43.2, following service of a Break Notice this lease shall terminate on the Break Date.

43.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

#### **44. BREACH OF REPAIR AND MAINTENANCE OBLIGATION**

44.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

44.2 Following the service of a notice pursuant to clause 44.1, the Landlord may enter the Property and carry out the required works if the Tenant:

44.2.1 has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or

44.2.2 is not carrying out the required works with all due speed.

44.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 44.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

44.4 Any action taken by the Landlord pursuant to this clause 44 shall be without prejudice to the Landlord's other rights (including those under clause 37).

#### **45. NOTICES**

45.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:

45.1.1 by hand:

45.1.1.1 if the party is a company incorporated in the United Kingdom, at that party's registered office address;

45.1.1.2 if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or

- 45.1.1.3 in any other case, at that party's last known place of abode or business in the United Kingdom; or
- 45.1.2 by pre-paid first-class post or other next working day delivery service:
  - 45.1.2.1 if the party is a company incorporated in the United Kingdom, at that party's registered office address;
  - 45.1.2.2 if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
  - 45.1.2.3 in any other case, at that party's last known place of abode or business in the United Kingdom.
- 45.2 If a notice complies with the criteria in clause 45.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:
  - 45.2.1 delivered by hand, at the time the notice is left at the proper address; or
  - 45.2.2 sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 45.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### **46. CONSENTS AND APPROVALS**

- 46.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:
  - 46.1.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
  - 46.1.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.
- 46.2 If a waiver is given pursuant to clause 46.1, it shall not affect the requirement for a deed for any other consent.
- 46.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:
  - 46.3.1 the approval is being given in a case of emergency; or
  - 46.3.2 this lease expressly states that the approval need not be in writing.
- 46.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:
  - 46.4.1 imply that any consent or approval required from a third party has been obtained; or

46.4.2 obviate the need to obtain any consent or approval from a third party.

46.5 Where the Tenant requires the consent or approval of any mortgagee to any act or omission under this lease, then (subject to clause 1.12) at the cost of the Tenant the Landlord must use reasonable endeavours to obtain that consent or approval.

46.6 Where:

46.6.1 the consent of a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage; or

46.6.2 the approval of a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the mortgage.

#### **47. VAT**

47.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.

47.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

47.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

#### **48. CHARITIES ACT 2011**

The Property will, as a result of this lease, be held by (or in trust for) Friends of Honley Library (CIO), a non-exempt charity, and the restrictions on dispositions imposed by sections 117 to 121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

#### **49. JOINT AND SEVERAL LIABILITY**

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

#### **50. ENTIRE AGREEMENT**

50.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

50.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

50.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

50.4 Nothing in this clause shall limit or exclude any liability for fraud.

**51. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

**52. GOVERNING LAW**

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**53. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**SCHEDULE ONE  
RESERVATIONS**

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following rights:
  - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
  - 1.2 Subject to the Landlord complying with clause 34, the right to enter the Property for any other purpose mentioned in or connected with:
    - 1.2.1 this lease;
    - 1.2.2 the Reservations; or
    - 1.2.3 the Landlord's interest in the Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
  - 1.3 The right to:
    - 1.3.1 use and connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term;
    - 1.3.2 install and construct Service Media at the Property to serve any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
    - 1.3.3 re-route and replace any Service Media referred to in this paragraph.
  - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
  - 1.5 The right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
2. The Reservations:
  - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
  - 2.2 May be exercised by:
    - 2.2.1 the Landlord;
    - 2.2.2 anyone else who is or becomes entitled to exercise them; and
    - 2.2.3 anyone authorised by the Landlord.

- 2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
- 3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
  - 3.1 Physical damage to the Property.
  - 3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.



**SCHEDULE TWO  
INSURANCE**

**1. LANDLORD'S OBLIGATION TO INSURE**

- 1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must keep the Property insured against loss or damage by the Insured Risks for the Reinstatement Cost.
- 1.2 The Landlord shall not be obliged to insure:
- 1.2.1 the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property in this Schedule Two shall exclude the Excluded Insurance Items;
  - 1.2.2 any alterations to the Property that form part of the Property unless:
    - 1.2.2.1 those alterations are permitted or required under this lease;
    - 1.2.2.2 those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and
    - 1.2.2.3 the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
  - 1.2.3 the Property when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
- 1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

**2. LANDLORD TO PROVIDE INSURANCE DETAILS**

- 2.1 In relation to any insurance effected by the Landlord under this Schedule Two, the Landlord must:
- 2.1.1 at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with:
    - 2.1.1.1 full details of the insurance policy;
    - 2.1.1.2 evidence of payment of the current year's premiums; and
    - 2.1.1.3 details of any commission paid to the Landlord by the Landlord's insurer;
  - 2.1.2 procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after Landlord or its agents becoming aware of the change.

### **3. TENANT'S OBLIGATIONS**

#### 3.1 The Tenant must:

- 3.1.1 promptly inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and must also give the Landlord notice of that matter;
- 3.1.2 not do or omit to do anything as a result of which:
  - 3.1.2.1 any insurance policy for the Property may become void or voidable or otherwise prejudiced;
  - 3.1.2.2 the payment of any policy money may be withheld; or
  - 3.1.2.3 any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));
- 3.1.3 comply at all times with the requirements and recommendations of the insurers relating to the Property provided such requirements have been notified to the Tenant in writing;
- 3.1.4 give the Landlord prompt notice of the occurrence of:
  - 3.1.4.1 any damage or loss relating to the Property arising from an Insured Risk; or
  - 3.1.4.2 any other event that might affect any insurance policy relating to the Property;
- 3.1.5 except for the Excluded Insurance Items, not effect any insurance of the Property but, if the Tenant becomes entitled to the benefit of any insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord; and
- 3.1.6 pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person.

### **4. LANDLORD'S OBLIGATION TO REINSTATE FOLLOWING DAMAGE OR DESTRUCTION BY AN INSURED RISK**

#### 4.1 Following any damage to or destruction of the Property by an Insured Risk, the Landlord must:

- 4.1.1 use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and
- 4.1.2 reinstate the Property except that the Landlord shall not be obliged to:
  - 4.1.2.1 reinstate unless all necessary planning and other consents are obtained;

- 4.1.2.2 reinstate unless the Tenant has paid the sums due under paragraph 3.1.6 of this Schedule;
  - 4.1.2.3 provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
  - 4.1.2.4 reinstate after a notice to terminate has been served pursuant to this Schedule Two.
- 4.2 If the Landlord is obliged to reinstate the Property pursuant to paragraph 4.1.2 of this Schedule, the Landlord must use all insurance money received (other than for loss of rent) and all sums received under paragraph 3.1.6 of this Schedule for the purposes of that reinstatement.
- 5. TERMINATION IF REINSTATEMENT IMPOSSIBLE OR IMPRACTICAL FOLLOWING PROPERTY DAMAGE BY AN INSURED RISK**
- 5.1 Following Property Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant.
- 6. TERMINATION IF REINSTATEMENT NOT COMPLETE BY EXPIRY OF THREE YEARS**
- 6.1 If Property Damage by an Insured Risk or an Uninsured Risk (where the Landlord elected to reinstate under paragraph 7.1.2) occurs and the Property has not been reinstated so as to make it fit for occupation and use by the date which is three years after the date on which that Property Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:
- 6.1.1 such notice is served before the Property has been reinstated so as to make it fit for occupation and use; and
  - 6.1.2 where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 14 or this Schedule Two.
- 7. PROPERTY DAMAGE BY AN UNINSURED RISK**
- 7.1 If any Property Damage by an Uninsured Risk occurs then, within 12 months from and including the date on which the Property Damage occurred, the Landlord must either:
- 7.1.1 terminate this lease by giving notice to the Tenant; or
  - 7.1.2 notify the Tenant that it intends to reinstate the Property at its own cost.
- 7.2 If the Landlord notified the Tenant under paragraph 7.1.2 that it intends to reinstate the Property, then the Landlord must use:

- 7.2.1 reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and
- 7.2.2 its own monies to reinstate the Property but the Landlord shall not be obliged to:
  - 7.2.2.1 reinstate unless all necessary planning and other consents are obtained;
  - 7.2.2.2 provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
  - 7.2.2.3 reinstate after a notice to terminate has been served pursuant to this Schedule Two.
- 7.2.3 If paragraph 7.1 applies but the Landlord has not served a notice under either paragraph 7.1.1 or paragraph 7.1.2 by the date which is 12 months from and including the date on which the relevant Property Damage occurred, the Tenant may at any time thereafter terminate this lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use

**8. CONSEQUENCES OF TERMINATION**

- 8.1 If either party gives a notice to terminate this lease in accordance with this Schedule Two:
  - 8.1.1 this lease shall terminate with immediate effect from the date of the notice;
  - 8.1.2 none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
  - 8.1.3 any proceeds of the insurance for the Property shall belong to the Landlord.

**9. TENANT DAMAGE**

- 9.1 If any damage or destruction of the Property by an Uninsured Risk is caused by Tenant Damage, the Landlord shall not be obliged to reinstate the Property but if the Landlord chooses to do so, the Tenant must pay on demand all costs incurred by the Landlord in reinstating.

**EXECUTED AS A DEED** by affixing

**THE COMMON SEAL** of

**HOLME VALLEY PARISH COUNCIL**

in the presence of:-



---

Authorised Signatory

Print Name:

---

Authorised Signatory

Print Name:

Executed as deed by **FRIENDS OF HONLEY LIBRARY**, a Charitable Incorporated Organisation, acting by [NAME OF FIRST TRUSTEE] and [NAME OF SECOND TRUSTEE], two of its charity trustees

.....  
Charity trustee  
.....  
Charity trustee



**clerk@holmevalleyparishcouncil.gov.uk**

---

**From:** [REDACTED]  
**Sent:** 07 June 2022 08:04  
**To:** clerk@holmevalleyparishcouncil.gov.uk  
**Subject:** RE: EXTERNAL: FW: Transfer of Honley Library  
**Attachments:** Report - Honley Library 7.6.22.pdf; Appendix One.pdf; Appendix 2.pdf; Appendix Three.pdf

Hi Jen

Apologies for the delay in getting this to you, the report took longer than anticipated to pull together (with a couple of IT problems!).

Attached is a copy of my report and I will send separate emails attaching the other documents referred to in the report together with the latest copy draft documents for perusal at the meeting next week.

Please do let me know if there is anything further you require from me to include with the agenda.

The four documents referred to in FOHL's minutes are correct and I have listed these below:

1. Transfer from Kirklees to HVPC – this is the document to transfer the property to HVPC's ownership. This document is essentially agreed subject to final approval at the committee meeting (see paragraph 7 of my report).
2. Hire Agreement – this is the agreement to be entered into between Kirklees and HVPC in relation to Kirklees right to use the property as a polling station on election days. This document is essentially agreed subject to final approval at the committee meeting (see schedule 1, part 1 of my report).
3. Hosting Agreement – this is the agreement to be entered into between Kirklees and HVPC in relation to Kirklees right to continue to use and occupy the property for the next 5 years. This documents is essentially agreed subject to final approval at the committee meeting (see schedule 1, part 2 of my report).
4. Lease to FOHL – there are a couple of outstanding points that require instructions from HVPC at the meeting. I can then return the lease to FOHL's solicitor for any final comments that they have before the lease is in an agreed form.

In terms of the legal documents, it doesn't make much difference if the lease to FOHL completes after the asset transfer has taken place and the highlighted fire risk measures implemented. If FOHL are using the property in the meantime however, we would want to ensure that the lease is granted in order to regularise their use of the property.

Kind regards

[REDACTED] Solicitor  
Oakley House 1 Hungerford Road Huddersfield HD3 3AL  
**Direct Dial** [REDACTED] **Web:** [www.ramsdens.co.uk](http://www.ramsdens.co.uk)  
**Twitter:** @RamsdensCom

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**From:** clerk@holmevalleyparishcouncil.gov.uk <clerk@holmevalleyparishcouncil.gov.uk>

**Sent:** 06 June 2022 11:28

**To:** [REDACTED]  
**Subject:** RE: EXTERNAL: FW: Transfer of Honley Library

Hi Holly

Thanks very much for arranging to attend the meeting on the 13<sup>th</sup> – very much appreciated.

Just a reminder that I need your report today, if at all possible, so that I can append it to the agenda to be sent out tomorrow.

I'm in working Monday to Thursday this week. I'm attaching minutes from the FOHL May meeting which I'll also be sharing with the Committee. There is a reference to a pack of 4 documents needing agreement prior to asset transfer happening – is this your understanding also? I'm sure the Committee will want your advice about FOHL proposing to hold off signing a lease with HVPC until defects (ie lack of fire alarm) are made good.

Am hoping you've heard more from Kirklees.

Kind regards

*Jen*

Mrs Jen McIntosh  
Clerk

Holme Valley Parish Council  
Holmfirth Civic Hall  
Huddersfield Road  
Holmfirth HD9 3AS

Tel: 01484 687460

Email: [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)

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*My usual working pattern is Monday to Thursday.*

---

**From:** [REDACTED]  
**Sent:** 30 May 2022 17:50  
**To:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)  
**Cc:** [REDACTED]  
**Subject:** RE: EXTERNAL: FW: Transfer of Honley Library



Hi Jen



Apologies I missed your call earlier. I'm in meetings tomorrow morning but will be around in the afternoon if you are free for a catch up call then?

Many thanks for your instructions on the below points, I have inserted my additional comments in purple.

I am just chasing for confirmation from FOHL's solicitor as to whether there are any other proposed amendments to the draft lease aside from the outstanding points of which we are already aware. The solicitor is out of the office until 6<sup>th</sup> June so FOHL may want to ask a colleague to advise of any such points that will need to be raised at the committee meeting. I will require details of any other amendments/comments before Monday so that I can prepare and send you my report to circulate to the rest of the committee next Tuesday.

I would be happy to attend the committee meeting on 13<sup>th</sup> June if you feel that would be useful – is this usually held at the Civic Hall?

Kind regards

 Solicitor  
Oakley House 1 Hungerford Road Huddersfield HD3 3AL  
**Direct Dial**  **Web:** [www.ramsdens.co.uk](http://www.ramsdens.co.uk)  
**Twitter:** @RamsdensCom

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**From:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk) <[clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)>

**Sent:** 30 May 2022 14:27

**To:** 

**Co:** 

**Subject:** RE: EXTERNAL: FW: Transfer of Honley Library

Hello Holly

Just to confirm, I really need any documentation to go to the Service Provision Committee by Monday 6th June 5pm. The documentation must go in the post/by email on Tuesday 7<sup>th</sup> June.

Can I discuss the 3 questions you raise with you? My provisional thoughts are as written below. Just want to be clear what, if any, advice I need to give the Service Provision Committee at the meeting regarding these.

1. Will the parish council be opting to tax the library?

No – not that I'm aware. We don't 'tax' other assets such as the Civic. Does tax mean 'charge' in this sense? This question is seeking confirmation as to whether the property will be elected to charge VAT. The standard position is that the property will be exempt from charging VAT unless an election to HMRC is made. From

your response I believe that the answer is 'no' but please do let me know if the council will in fact be electing to charge VAT.

2. The hosting agreement grants a right for Kirklees to carry out the cleaning services listed in the attached document. Please let me know if these are correct. The agreement does not include an obligation on Kirklees to carry out these services, they simply have the right to do so – should the agreement place such an obligation on Kirklees to provide the cleaning services?

I believe it to be a right rather than an obligation. Kirklees are also paying for these cleaning services. My understanding is that they will continue to provide the service until such a time as the current person contracted to provide the services leaves the employ of the Council. From HVPC and FOHL's point of view the important issue is that we do not take on the employment of the cleaner. Kirklees remains the employer. The schedule attached seems correct. Thank you – I will leave this as drafted by Kirklees.

3. FOHL require that their repairing liability under the lease is limited so that they are not required to put the property into any better state of repair or condition than the library was in at the date the lease is granted. This would be evidence by photographs showing the current state of the library. I gather from your previous email that you may have discussed and agreed this with FOHL but please can you just confirm?

Yes, this is in line with discussions I have had. Thank you – if the schedule of condition is to be passed and approved by the meeting on 13<sup>th</sup> June then I suggest that photographs are taken at this stage (provided that you are content with the current condition of the property).

I'm copying [REDACTED]

Are you able to come to the Service Provision Committee meeting on the 13<sup>th</sup> June at 7pm, Holly? I'm just aware that there may be questions for you and I don't want the asset transfer to be delayed because we're waiting on information.

Just to remind, I'm hoping we can get to a resolution at the Council Meeting on 11<sup>th</sup> July to proceed with the Asset Transfer.

Kind regards

*Jen*

Mrs Jen McIntosh  
Clerk

Holme Valley Parish Council  
Holmfirth Civic Hall  
Huddersfield Road  
Holmfirth HD9 3AS

Tel: 01484 687460

Email: [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)

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*My usual working pattern is Monday to Thursday.*

---

**From** [REDACTED]  
**Sent:** 12 May 2022 17:13

To: [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)

Subject: RE: EXTERNAL: FW: Transfer of Honley Library

Hi Jen

I thought it would be easier to send you an email update than return your call.

I note from your email sent at the back end of March that the majority of the outstanding points need to be raised and agreed at the meeting on 13<sup>th</sup> June. I have therefore returned the lease to FOHL's solicitor to request that they advise of any further changes that they require to the lease. I then intend to report to you on the terms of the lease (highlighting the outstanding items) so that this can be taken to the June meeting.



In terms of the hosting agreement with Kirklees, there are just a few points that I have pushed back on. Similarly to the lease, I intend to report to you on the terms of the hosting agreement and hire agreement ahead of the meeting so that the terms can be agreed and any outstanding points dealt with.

Please let me know the latest date that you require my reports so that these can be circulated ahead of the meeting.

There are a number of questions that I hope you can assist with but please let me know if any will be answered at the June meeting:

1. Will the parish council be opting to tax the library?
2. The hosting agreement grants a right for Kirklees to carry out the cleaning services listed in the attached document. Please let me know if these are correct. The agreement does not include an obligation on Kirklees to carry out these services, they simply have the right to do so – should the agreement place such an obligation on Kirklees to provide the cleaning services?
3. FOHL require that their repairing liability under the lease is limited so that they are not required to put the property into any better state of repair or condition than the library was in at the date the lease is granted. This would be evidence by photographs showing the current state of the library. I gather from your previous email that you may have discussed and agreed this with FOHL but please can you just confirm?

Kind regards

 Solicitor  
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Twitter: @RamsdensLaw

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From: [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk) <[clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)>

Sent: 05 May 2022 09:21

To [REDACTED]  
Subject: EXTERNAL: FW: Transfer of Honley Library

Hello Holly

Can you update me on the progress of the Honley Library Asset Transfer? I'm available all day today and on Monday or [REDACTED]

Kind regards

*Jen*

Mrs Jen McIntosh  
Clerk

Holme Valley Parish Council  
Holmfirth Civic Hall  
Huddersfield Road  
Holmfirth HD9 3AS

Tel: 01484 687460  
Email: [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)

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---

From [REDACTED]  
Sent: 05 May 2022 08:36  
To: Clerk <[clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)>  
Subject: Fwd: Transfer of Honley Library

DeR Jen ,  
Just for information.

[REDACTED]  
Have a good holiday!

Sent from my iPad

Begin forwarded message:

From [REDACTED]  
Date: 5 May 2022 at 08:12:31 BST  
To: [REDACTED] <[clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)>  
Subject: RE: Transfer of Honley Library

[REDACTED] by way of update and with a view to our Trustees meeting next Wednesday, my colleague Rachel re-passed on the FoHL positions below on 22 April, but she hasn't heard anything back from the Parish Council's solicitor despite chasing. No news either generally from Kirklees MC.

Thanks

[REDACTED]

---

From: [REDACTED]  
Sent: 22 April 2022 16:35  
To: [REDACTED]  
Subject: Re: Transfer of Honley Library

Thank [REDACTED] not really. My colleague Rachel chased a few days ago. I have asked her to resend over our position on terrorism cover and condition of the premises on expiry. Let's see what happens!

Thanks

[REDACTED] my iPhone

On 19 Apr 2022, at 19:06 [REDACTED] wrote:

Dear [REDACTED]  
It grinds along. Do you have any progress?

[REDACTED]  
Sent from my iPad

Begin forwarded message:

**From:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)  
**Date:** 19 April 2022 at 17:48:30 BST  
**To:** [REDACTED]  
**Subject:** FW: Transfer of Honley Library

H [REDACTED]

I haven't rung Holly as yet – have put it in my diary to do so next Tuesday as I'm taking some leave this week.

In the meantime – **can you check to see if [REDACTED] has been in touch with Holly about the 'terrorism' risk and also the 'repair and condition' clause?**

It would be good to have representation from FOHL at the Service Provision meeting on 13 June when hopefully a lot of the outstanding queries will be resolved. I'm hopeful that this can mean approval for the lease sign off can be got at full council on the 11<sup>th</sup> July. I doubt that the sign off will take place at the meeting itself as I suspect it'll be out of our hands in terms of arranging a meeting to do that with Kirklees and the solicitors – but authorisation to do so can be obtained and I'm sure we'll all want a bit of a do to mark the occasion!

*Jen*

Mrs Jen McIntosh  
Clerk

Holme Valley Parish Council  
Holmfirth Civic Hall  
Huddersfield Road  
Holmfirth HD9 3AS

Tel: 01484 687460  
Email: [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)

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*My usual working pattern is Monday to Thursday.*

---

**From:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)  
<[clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)>

**Sent:** 19 April 2022 17:24

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** FW: Transfer of Honley Library [REDACTED]

Hello [REDACTED]

Looking for some updates, please, with regards to Honley Library Asset Transfer.

1. Has Kirklees' solicitor returned the Hosting agreement? If not, is there a hold-up that needs resolving that I can help with?
2. Did you have any correspondence from FOHL legal team regarding the 'terrorism' risk reference and also the returning the property in 'at least the repair and condition evident at the time occupancy began' - and are those issues now resolved?
3. Has the lease wording been changed to show that FOHL intend to allow other groups in on a sessional basis – or is that not needed?
4. Is the information provided by me regarding the financial settlement via email on 16 March sufficient or do any queries remain?

We're in the midst of changing insurers but once that's completed I'll follow up insurance quote for the library, including standard risks, whatever has been discussed between yourself and FOHL about the terrorism clause and the moderate flooding risk.

A lot of queries will need resolving at the Service Provision meeting on 13 June, hopefully leading to approval to sign the lease at Full

Council on 11<sup>th</sup> July – with the actual signing taking place immediately or shortly after.

Does that seem a likely conclusion to you Holly? I'm not sure I got a reply to the email of 16 March and time is ticking on. Do ring me on 07710511167 if that's quicker than emailing a response.

Kind regards

*Jen*

Mrs Jen McIntosh  
Clerk

Holme Valley Parish Council  
Holmfirth Civic Hall  
Huddersfield Road  
Holmfirth HD9 3AS

Tel: 01484 687460  
Email: [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)

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**From:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)  
<[clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)>

**Sent:** 16 March 2022 15:29

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** RE: Transfer of Honley Library

Hello [REDACTED]

Hope you are well – and thank you again for your email below.

I've talked at length to [REDACTED] of Friends of Honley Library (FOHL) and as a result I've got some information, some answers and some queries for you. Your original comments are in blue, my responses are in the red text.

The solicitor instructed by Kirklees has returned some of the amended documents, although I do still await Kirklees' latest comments to the hosting agreement.

**I note that you're still waiting for Kirklees' comments to the hosting agreement.**

I am advised that the hire agreement and hosting agreement are standard documents and Kirklees do not usually agree to any changes. I propose to wait until Kirklees has returned their

comments to the hosting agreement before reporting to you on the terms of the documents. My report can then be taken to the next meeting for consideration.

That's fine, Holly.

In the meantime, I would be grateful for your instructions to the following points relating to the lease that is to be granted to FOHL: In terms of instructions, the next Service Provision committee meeting is on Monday 13<sup>th</sup> June 2022. The instructions need to come from this committee. That seems a long time away. But we can move forward with some of the points you raise below so we are hopefully in a position to make rapid progress in the Summer. I'm hopeful that if we can get the lease, hosting agreements etc over the line on 13<sup>th</sup> June we can then take a final recommendation to Full Council on Monday 11<sup>th</sup> July, with the lease being signed off shortly (immediately?) after. Does this seem a possible/likely timeline to you, Holly?

1. I attach a copy of the draft lease which shows my amendments in tracked changes and draw your attention to the definition of "insured risks" on page 4. The Parish Council will be required to maintain buildings insurance against the insured risks stated. FOHL have included the risk of terrorism.  
I've raised inclusion of the 'terrorism' risk with Jenny and asked her to go back to FOHL legal team to see if this is absolutely required. Her legal team should correspond with you directly regarding this, Holly.  
Please could you check with your proposed insurer that the stated risks will be covered by the proposed policy. The majority of the risks are fairly standard, however cover for terrorism may not be easily available. It may be useful to note at this stage that the environmental search has revealed that the property is at moderate risk at flooding. Enquiries should be made at this stage as to whether this will have an impact on insurance cover.  
I'll be in contact with HVPC Insurers (Zurich) to get the ball rolling on this. I'll leave it until after our insurance as it stands renews at the end of this month, though, so as not to confuse the two.
2. The lease permits FOHL to share occupation of the premises with another community group.  
Speaking to Jenny, FOHL have no intention of *sharing occupation*. They DO intend to *allow other groups on a sessional basis*. Does that need stating in the lease or does the wording as it stand cover it?  
Do you require any say in the identity of any such community group that may share occupation of the property?  
Will the Parish Council's approval be required before FOHL allows another community group to occupy the property or are you happy for FOHL to simply notify you in advance that they propose to share occupation with another community group?  
These queries will need to go to Service Provision on 13<sup>th</sup> June for decisions.
3. FOHL requires the ability to make structural or external alterations to the property provided that consent from the Parish Council is obtained to those alterations (and that such consent cannot be unreasonably withheld or delayed). Is this agreed?  
This query will need to go to Service Provision on 13<sup>th</sup> June for a decision.
4. FOHL will be required to indemnify the Parish Council against any costs or losses that are incurred as a result of FOHL's occupation under the lease. FOHL require that, in respect of any such claim, FOHL comply with the following conditions:



Should the highlighted text be HVPC? If not, I don't really understand this – need your help.

- a. give notice to FOHL as soon as reasonably practicable after receiving notice of it;
- b. provide FOHL with any information and assistance in relation to the claim that they may reasonably require;
- c. mitigate the Parish Council's loss where it is reasonable to do so; and
- d. obtain the consent of FOHL (such consent not to be withheld or delayed) before settling or admitting any claim.

Please let me know if any of these conditions are agreed. The latter two conditions are the most restrictive as it would require the Parish Council to take reasonable steps to minimise loss and it would also mean that the Parish Council would not have the freedom of settling any claim or dispute in respect of the property before consulting with and obtaining consent from FOHL.

These queries will need to go to Service Provision on 13<sup>th</sup> June for decisions.

5. Please could you provide details of the financial contribution that the Parish Council will be paying to FOHL for the initial repairs to the property? Ideally, we will want to insert details into the lease of the amount and date this will be paid.  
HVPC doesn't know as yet what the initial repairs will cost. I hope that FOHL can further brief the Service Provision Committee with regards to that at the meeting on 13 June 2022. There is an Earmarked Reserve in the 2022-23 budget for £30k for Honley Library. Only Full Council can release monies from an earmarked reserve. The Service Provision Committee could recommend to Council at the 11<sup>th</sup> July 2022 meeting to release the monies, with the aim of the lease completing shortly after that date. The monies can be released on the date the lease completes.
6. Please could you provide details of the ongoing funding that will be provided to FOHL throughout the lease as a contribution towards the maintenance and running costs of the property. I understand that the sum of £15k will be paid to FOHL at the start of the lease and thereafter each year FOHL will be required to apply for further funding up to the sum of £15k. Please can you confirm my understanding is correct and advise as to when the initial funding will be made available to FOHL.  
This is correct. There is a budget line 4300 Honley Library with £15k. That will be released when the lease completes (starts). The expectation is that there will continue to be £15k in each year's budget in budget line 4300 and that FOHL will apply for that money. There is also an Earmarked Reserve of £10k for Honley Library energy efficiency retrofitting. Again, only Full Council can release that money. It will be up to FOHL to ask for the money at an appropriate time.
7. FOHL will have the option to terminate the lease at any time by providing 6 months' notice. The right to break is subject to FOHL giving back the property free from occupation. Please could you confirm whether the break should also be conditional upon FOHL having returned the property in the repair and condition required by the lease? This was initially included but FOHL have rejected this condition. If this condition is not included then FOHL will have the ability to break the lease even if they have not complied with their repairing obligations under the lease, but the Parish Council will be able to take separate legal action to

enforce that breach (although this may incur additional legal costs).

Rather than go back to the original clause is it possible/advisable to say that it is conditional upon FOHL having returned the property in *at least the repair and condition evident at the time occupancy began*? I've asked FOHL to discuss this with their legal team too and then contact you directly with a response. This query with whatever wording will then need to go to Service Provision for a decision.

Hope that all makes sense. I've copied in [REDACTED] from FOHL, Rich McGill the Deputy Clerk and Responsible Financial Officer (who can correct, if necessary, what I've said about the finances and also [REDACTED] so they are aware of my responses.

Kind regards

*Jen*

Mrs Jen McIntosh  
Clerk

Holme Valley Parish Council  
Holmfirth Civic Hall  
Huddersfield Road  
Holmfirth HD9 3AS

Tel: 01484 687460

Email: [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)

*Please note that the HVPC Office is open to the public Tuesdays and Thursdays 10am through to 3pm. At other times please leave a recorded message or contact me via email. The HVPC office is based on the Third Floor in Holmfirth Civic with access through the Exhibition Room.*

*My usual working pattern is Monday to Thursday.*

---

**From** [REDACTED]  
**Sent:** 23 February 2022 12:29  
**To:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)  
**Subject:** Transfer of Honley Library

Hi Jen

Hope you are keeping well.

The solicitor instructed by Kirklees has returned some of the amended documents, although I do still await Kirklees' latest comments to the hosting agreement. I am advised that the hire agreement and hosting agreement are standard documents and Kirklees do not usually agree to any changes. I propose to wait until Kirklees has returned their comments to the hosting agreement before reporting to you on the terms of the documents. My report can then be taken to the next meeting for consideration.

In the meantime, I would be grateful for your instructions to the following points relating to the lease that is to be granted to FOHL:

1. I attach a copy of the draft lease which shows my amendments in tracked changes and draw your attention to the definition of “insured risks” on page 4. The Parish Council will be required to maintain buildings insurance against the insured risks stated. FOHL have included the risk of terrorism. Please could you check with your proposed insurer that the stated risks will be covered by the proposed policy. The majority of the risks are fairly standard, however cover for terrorism may not be easily available. It may be useful to note at this stage that the environmental search has revealed that the property is at moderate risk at flooding. Enquiries should be made at this stage as to whether this will have an impact on insurance cover.
2. The lease permits FOHL to share occupation of the premises with another community group. Do you require any say in the identity of any such community group that may share occupation of the property? Will the Parish Council's approval be required before FOHL allows another community group to occupy the property or are you happy for FOHL to simply notify you in advance that they propose to share occupation with another community group?
3. FOHL requires the ability to make structural or external alterations to the property provided that consent from the Parish Council is obtained to those alterations (and that such consent cannot be unreasonably withheld or delayed). Is this agreed?
4. FOHL will be required to indemnify the Parish Council against any costs or losses that are incurred as a result of FOHL's occupation under the lease. FOHL require that, in respect of any such claim, FOHL comply with the following conditions:
  - a. give notice to FOHL as soon as reasonably practicable after receiving notice of it;
  - b. provide FOHL with any information and assistance in relation to the claim that they may reasonably require;
  - c. mitigate the Parish Council's loss where it is reasonable to do so; and
  - d. obtain the consent of FOHL (such consent not to be withheld or delayed) before settling or admitting any claim.

Please let me know if any of these conditions are agreed. The latter two conditions are the most restrictive as it would require the Parish Council to take reasonable steps to minimise loss and it would also mean that the Parish Council would not have the freedom of settling any claim or dispute in respect of the property before consulting with and obtaining consent from FOHL.

5. Please could you provide details of the financial contribution that the Parish Council will be paying to FOHL for the initial repairs to the property? Ideally, we will want to insert details into the lease of the amount and date this will be paid.
6. Please could you provide details of the ongoing funding that will be provided to FOHL throughout the lease as a contribution towards the maintenance and running costs of the property. I understand that the sum of £15k will be paid

to FOHL at the start of the lease and thereafter each year FOHL will be required to apply for further funding up to the sum of £15k. Please can you confirm my understanding is correct and advise as to when the initial funding will be made available to FOHL.

7. FOHL will have the option to terminate the lease at any time by providing 6 months' notice. The right to break is subject to FOHL giving back the property free from occupation. Please could you confirm whether the break should also be conditional upon FOHL having returned the property in the repair and condition required by the lease? This was initially included but FOHL have rejected this condition. If this condition is not included then FOHL will have the ability to break the lease even if they have not complied with their repairing obligations under the lease, but the Parish Council will be able to take separate legal action to enforce that breach (although this may incur additional legal costs).

I look forward to hearing from you.

Kind regards

[Redacted] Solicitor  
Oakley House, 1 Hungerford Road, Huddersfield, HD3 3AL  
[Redacted]  
[www.ramsdens.co.uk](http://www.ramsdens.co.uk)  
Twitter: @RamsdensCom

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### [Ramsdens Solicitors COVID-19 Business Continuity Guidance](#)

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## Friends of Honley Library

### Trustees Meeting Tuesday 10 May 2022

#### Minutes - FINAL

Present [REDACTED] (Chair) -JL; [REDACTED] -AB; [REDACTED] -SE; [REDACTED] - DH; [REDACTED] - NH; [REDACTED] (sec) - GW

Apologies [REDACTED]

**1** Greetings and introductions were made to new secretary

**2** [REDACTED] had tendered his apologies

**3-4** Minutes of the previous meeting and matters arising

With reference to item 3 of previous minutes, it was noted that [REDACTED] was unable to take on trustee responsibilities due to personal commitments. It was understood her work on policies and procedures was most appreciated and the situation could be reviewed at a later date.

All other matters were covered later in the agenda

#### **5 Report from the Management Committee (MC)**

The committee meet monthly usually on Mondays

2 New members had joined the committee [REDACTED] and [REDACTED]

The MC are engaged on a wide range of issues looking at policies and procedures, revisiting and examining the work so far.

They are working well with [REDACTED] the new CSO (librarian)

The accounts for 31 March 2022 are completed

#### **Action: Copy Accounts to be circulated to Trustees [AB]**

There is now a procedure for Petty cash and larger payments [REDACTED]. The first large payment has been made.

Adult events were being conducted including a talk by Kirklees writer in residence. Arrangements are being made to host a talk by the Recycling Service coffee events, pre-Christmas workshop and Gaynor Haliday from the "house through time" show has been booked for October.

Childrens events were being conducted include guide dogs for 3-8 yo, other dogs for u3yo and the Kirklees reading challenge.

#### **The Friends newsletter is online and will be circulated [AB] [Update – done]**

Social media is being used to good effect

Archiving is progressing well, documents are now on shared drive, on laptop hard drive and in storage.

The Management Committee have taken over the administration of volunteering and recruitment which had not made satisfactory progress under Kirklees Library Services (KLS), though the committee staff are still working in conjunction with KLS.

The committee has appointed new volunteers (one of whom as applied for a Kirklees CSO position). A new induction process has been created, a programme of support for volunteering devised and a training programme introduced. As a result, more people are volunteering.

The process chart has been circulated and the volunteer policy document. This required signing by **Trust members and the signed copy will be sent [AB] and archived [GW]**

Trustees asked AB to pass on their appreciation for the dedication and hard work of the Management Committee in taking on this issue.

The Committee has had quotations against the specifications for the new website and accepted the quotation of [REDACTED] design. The initial fee of £300 has been paid and work is in development. The site will be hosted on our server and the quotation includes updates. **The total contract value will be confirmed [AB] . [update AB confirmed contract value post meeting of £1,250]**

The draft risk policy and risk “tree” had been circulated in advance of the meeting and trustees' views were invited **[All]**.

IN relation to para 4.4 of the risk policy the management committee queried whether a board assurance framework was a legal requirement.

Trustees commented that sight of the risk register would be desirable. There are risk records for individual events and an overall risk register is in development.

It was suggested the committee should look at what the principal risks are under the headings (say) of Children, Property, Financial.

It was queried whether we have/need an external audit. This is not a requirement though we do need an independent review for charity commission purposes.

**Action: All to look at risk document; a risk register will be circulated; trustees should respond without waiting for meetings.**

## **6 Asset Transfer**

NH updated. This has not moved on a great deal, though there are only 4 points on which we await a response from the parish council (PC), to be noted below. The PC have said they will respond tomorrow (11/5), there is a service meeting on 13 June and the intention appears to be to agree sign off on the lease at full council on 11 July. [update post meeting from NH – no movement so await meeting 13 June]

NH however pointed out that for the agreement between the PC and FOHL to have effect the PC must have good title from Kirklees Council (KC). There are 2 additional docs, as well as Form TP1 – the Hosting Agreement and the Election Hire Agreement. NH view is that, in practice, none of the 3 parties will be ready to approve and sign documents until this pack of 4 documents (with the



Lease as well) are settled and internal approvals for each obtained. There is no response from KC legal representatives on these issues.

It was further noted that building works could not be engaged until we held good title and that we may lose funding as a result of delay

**SE will speak with Paul Davies to attempt to unlock the legal hold ups.**

The outstanding issues with the PC are:

Terrorism cover

Condition of property at termination

Financial contributions of the parish council

**Update: NH reports:** HVPC solicitors got back in touch with my colleague yesterday as expected. They have sent a revised lease but we don't think matters have particularly moved on and the outstandings await the Council meeting on 13 June. NH will be going through this revised lease w/c 16 May

## **7 Building Works**

JL advised that a £2.8k grant for works on lighting and heating should be spent by the end of May. The grant offer from One-Community would extend to September subject to FOHL picking up the excess if the cost of works exceeded this sum.

The written comment of [REDACTED] as read to the meeting:

“In terms of building works I'm pleased advise that my old practise AHR (Abbey Hanson Rowe ) have agreed that they will produce sketch design options and progress the preferred option to planning permission relative to alterations and extension of the library. I have spoken to [REDACTED] about this and I believe the next step will be to decide what exactly we want to achieve from such a scheme then we can brief AHR.”

JL has written to the PC clerk saying we wished to extend and why. The proposal was to obtain funds to do extension works, replaster and refurbish over 2 stages and 3 years, however we cannot apply for major grants until the assets transfer is complete.

DH suggested and it was agreed that we needed a development plan setting out why the works were needed, what aim they would fulfil with research/evidence to back that up.

**Agreed: That Trustees agreed in principle to pursuing the extension, subject to approval of a development plan and having made a successful grant application.**

The quotes for building works will need to be refreshed, as they are out of date, they are likely to be higher.

## **8 Fire Risk**

A fire risk assessment was undertaken and found several items that were recommended to be done which KC have refused to undertake or finance. The West Yorkshire fire service agreed the work needed undertaking.

We have quotes and expect the PC to pay out of the first year's grant. It's expected the matter will be raised at the June Service Committee.

New volunteers need and will receive fire safety training.

The building cannot be extended until the existing defects are addressed. **It was agreed that there needed to be a gap between the asset transfer from KC to the PC and the lease from the PC to FOHL and that the lease should not be signed until the defects are rectified. This will be placed on the PC agenda [SE].**

**9** JL tabled an expression of interest by Terry Savage in joining the board of Trustees [REDACTED] had experience in drawing up a Lottery Bid. Time being short, the decision was deferred for further exchange of views.

**10** JL presented an unpleasant and anonymous letter that had been sent to a library volunteer. As there was no specific accusation against them and the letter was unsigned the only consideration was how to support the volunteer. It was decided to raise the matter at the management committee.

### **11 LOGO**

JL presented a logo that had been created for FOHL by [REDACTED]. It had been pointed out that this was very similar to an adobe stock photo and the issue of copyright arose. Decided JL would speak to [REDACTED] (Website) and [REDACTED] to establish the position.

**Update:** JL established that this is a subscription to a site of stock images and one which [REDACTED] and [REDACTED] pay to use.

### **12 Community Hub**

JL and Carrie Birch are looking at requirements for setting up a hub, what to do and how; a draft plan will be presented to the next meeting [JL].

JL and AB are looking at "Awards for all funding" to cover cost of events

[National Lottery Awards for All England | The National Lottery Community Fund \(tnlcommunityfund.org.uk\)](https://www.nationallottery.org.uk/awards-for-all-funding)

Again, this can't be done before FOHL own the building but we need to have bids ready and point out to KC the risk of losing funding if we miss out because of delay in asset transfer. The likely bid amount would be up to £10k.

### **13 Next meeting**

July TBA





# Regulatory Reform (Fire Safety) Order 2005, Fire Risk Assessment

conducted for

## Friends of Honley Library

**Audit Title**

Fire Risk Assessment for Honley Library

**Document No.**

DCCAFP0212211

**Conducted on**

02/12/2021

**Prepared by**

David Chitty: Armour Fire Protection, 48 Cheviot Avenue, Meltham, Holmfirth, HD9 4DW

**Location**

West Avenue Honley Holmfirth West Yorkshire HD9 6HF

**Personnel**

Charles Coombs

**Score**


43/73 - 58.9%

**Completed on**


06/12/2021, 09:30

## Audit - 43/73 - 58.9%

Question	Response	Details
<b>Part 1: GENERAL INFORMATION</b>		
<b>The responsible person for fire safety</b>		
Name of the responsible person	Charles Coombs	
Contact details of responsible person	Mobile : 07880 707020	
<b>1 The Building</b>		
Number of Floors	1	
Floor area: (m2 per floor)	Ground floor : 80 m2	
Floor area: (m2 total)	80 m2	
Brief details of construction:	Honley library is a detached property in the centre of Honley village. It was built in 1937 as a purpose built library. The outer walls are constructed from stone and partially rendered. The internal walls are made from solid block work, stone or brickwork, the floor is of a timber construction and the roof is of a traditional construction and is partially glazed.	
Occupancy type:	Public library	
<b>2 The occupants</b>		
Maximum number of occupants:	2 staff at all times. Up to 40 people for special events.	
Maximum number of occupants at any given time:	2 staff at all times. Up to 10 people on a normal weekday	
Maximum number of members of the public at one time:	The library could possibly hold events for up to 40 members of the public.	
<b>3 Occupants at special risk</b>		Score (2/5) 40%
Are children present at the premises?	Yes	All children will be supervised by a parent or guardian while in the library.
Are there sleeping occupants?	No	

Question	Response	Details
Are there disabled occupants?	Yes	Members of the public may have a disability that would need assistance from staff in case of a fire evacuation.
Are there occupants in remote areas?	No	
Are there lone workers?	No	
<b>4 Previous Fire loss experience</b>		Score (0/1) 0%
Is there any previous history of fire loss in the premises (if yes give details)	No	
<b>5 Other relevant background</b>		Score (0/4) 0%
Are there any residential properties in or attached to the building	No	The building is detached.
Is there a prohibition notice in force? (if yes give date of issue)	No	
Is there an alteration notice in force? (if yes give date of issue)	No	
Is there an enforcement notice in force? (if yes give date of issue and date of when work is to be completed by)	No	
<b>Part 2: FIRE HAZARDS AND ELIMINATION OR CONTROL</b>		
<b>6 Electrical sources of ignition</b>		Score (4/6) 66.67%
Are reasonable measures taken to prevent fires of electrical origin?	Yes	
Is the fixed wiring installation periodically tested and inspected?	Yes	The fixed electrical installation in the building is required to undergo a test every 5 years. The last inspection was carried out in 2019 and is next due 2024.
 <p>Appendix 1</p>		




Question	Response	Details
Are portable appliances tested/inspected?	Yes	The portable appliances are tested every 12 months. The last inspection was May 2021 and next due May 2022.
 <p>Appendix 2</p>		
Is there a suitable policy about the use of personal electrical appliances?	No	It is recommended that there is a company policy in place regarding the use of staffs personal electrical appliances.
Is there a suitable limitation on the use of trailing leads and adapters?	No	It is recommended that the electrical wall sockets are utilised instead of using extension leads and adapters.
Is Luminous Discharge Lighting installed? (if yes does the installation meet with current standards)	N/A	
Is all electrical equipment tested and records on site	Yes	All historical electrical test certification is kept with the manager.
<b>7 Smoking</b>		Score (6/6) 100%
Are reasonable measures taken to prevent fires as a result of smoking?	Yes	Smoking is prohibited in all parts of the building.
Is smoking prohibited in the building?	Yes	It is against the law for anyone to smoke in any parts of the building.
Is smoking prohibited in appropriate areas?	Yes	It is against the law for anyone to smoke in any parts of the building.
Are there suitable arrangements made for those who wish to smoke?	Yes	All staff who wish to smoke are to exit the building and dispose of the cigarette safely.
This policy appeared to be observed at time of inspection?	Yes	
Is the appropriate smoking prohibition notice displayed at the building's entrance?	Yes	The building is supplied with no smoking signs at the buildings entrance.
<b>8 Arson</b>		Score (1/2) 50%

Question	Response	Details
Does the basic security against arson by outsiders appear reasonable?	No	The buildings security system requires a maintenance contract.
Is there sufficient control of unnecessary fire load in close proximity to the building or available for ignition by outsiders?	Yes	
<b>9 Portable heaters and heating installation</b>		Score (1/2) 50%
Is the use of portable heaters avoided as far as reasonably practicable?	Yes	The library do not use portable heaters.
If portable heaters are used, are the more hazardous types (radiant bars and LPG) avoided?	N/A	
If portable heaters are used are suitable measures taken to minimise the risk of ignition of combustible materials?	N/A	
Are fixed heating installations subject to regular maintenance?	No	The gas boiler and central heating system requires to be serviced every 12 months. There is no evidence of any service in the last 12 months.
<b>10 Cooking facilities</b>		Score (1/2) 50%
Are reasonable measures taken to prevent cooking fires?	Yes	
Are filters changed and ductwork cleaned regularly?	N/A	
Are suitable extinguishers available?	No	2Kg Co2 is required in the kitchen area. This should either be wall mounted or in a stand with correct identification sign.
 <p>Appendix 3</p>		
<b>11 Lightning</b>		
Does the building have lightning protection system if required? (if yes has it been tested and are records of testing kept)	N/A	There was no lightning protection system observed at the time of assessment.



Question	Response	Details
<b>12 Other significant ignition sources that warrant consideration</b>		
List other ignition sources:	None.	
<b>13 Housekeeping</b>		Score (5/5) 100%
Is the standard of housekeeping adequate?	Yes	
Are combustibles appear to be separated from ignition sources?	Yes	
Is the unnecessary accumulation of combustibles and waste avoided?	Yes	
Is there appropriate storage of hazardous materials?	Yes	
Are combustibles stored appropriately?	Yes	
<b>14 Hazards introduced by contractors and building works</b>		Score (3/3) 100%
Is there sufficient control over works by contractors (e.g. Permits to work & hot works permits)?	Yes	
Are there arrangements for the safe storage of gas bottles and other hazardous materials?	Yes	Should a contractor need to store gas bottles or any other hazardous materials, the building has a designated area in which to store these items.
Are fire safety conditions and instructions communicated to contractors?	Yes	In house fire safety instructions and procedures are communicated to outside contractors upon arrival.
<b>15 Dangerous Substances</b>		Score (0/1) 0%
Are dangerous substances present on the premises?	No	
Has the risk to relevant persons been adequately eliminated or reduced?	N/A	
<b>Part 3: FIRE PROTECTION MEASURES</b>		
<b>16 Means of escape</b>		Score (8/10) 80%
Is the building provided with adequate means of escape in case of fire?	Yes	

Question	Response	Details
Are there sufficient exits?	Yes	
Are exits easily and immediately openable where necessary?	No	The rear exit door requires to be converted / changed to fire door that opens in the direction of travel, this would require a push bar to open or a push pad to open mechanism.
Do fire exits open in the direction of travel where necessary?	No	The rear exit door requires to be converted / changed to fire door that opens in the direction of travel, this would require a push bar to open or a push pad to open mechanism.
Have sliding or revolving doors been avoided as fire exits?	N/A	
Are there adequate means of securing exits?	Yes	
Are there reasonable distances of travel where there is a single direction of travel?	Yes	
Are there reasonable distances of travel where there are alternative means of escape?	Yes	
Are escape routes adequately protected?	Yes	
Are there suitable fire precautions for all inner rooms?	N/A	
Are escape routes unobstructed?	Yes	
Are there suitable means of escape for disabled occupants?	Yes	Disabled occupants would require assistance in escaping the building.
<b>17 Measures to limit fire spread and development.</b>		Score (2/2) 100%
Is there a sufficient standard of compartmentation and sub-compartmentation?	Yes	
Are linings that promote fire spread avoided as far as reasonably practicable?	Yes	
<b>18 Escape lighting</b>		Score (0/1) 0%

Question	Response	Details
Is there a reasonable standard of escape lighting provided?	No	Emergency lighting is required to bs5266 specifications. The boiler room is the only area with a current installation, this looks to be out of use and will require replacing.
 Appendix 4	 Appendix 5	
<b>19 Fire safety signs and notices</b>		Score (1/1) 100%
Are fire safety signs and notices suitable and sufficient?	Yes	The building is supplied with a very good provision of fire safety signs and notices.
<b>20 Means of giving warning in the event of fire</b>		Score (0/2) 0%
Is a manually operated electrical fire alarm system provided?	No	The building requires a electrical operated manual system to Bs5839 part 1 2017. This would include manual call points at each door.
Is automatic fire detection provided?	No	The building is not covered by automatic fire detection to bs5839 part 1 2017. A L3 Manual system is recommended, this would provide escape routes with automatic fire detection.
Is there remote transmission of alarm signals?	N/A	
<b>21 Manual fire extinguishing appliances</b>		Score (0/1) 0%
Is there suitable and sufficient provision of portable fire extinguishers?	No	The kitchen / server room has no electrical cover, a 2kg Co2 extinguisher is recommended.
 Appendix 6		
Are hose reels provided?	N/A	

Question	Response	Details
<b>22 Relevant automatic fire extinguishing systems</b>		
Type of system:	None	
Comments and observations:	None	
<b>23 Facilities, equipment &amp; devices to protect Fire-Fighters</b>		
Types of facilities:	None	
Comments and observations:	None	
<b>Part 4: MANAGEMENT OF FIRE SAFETY</b>		
<b>24 Procedures and arrangements</b>		Score (7/10) 70%
Person responsible for fire safety:	Charles Coombs	
Are there competent persons available to assist in implementing fire safety arrangements?	Yes	
Are appropriate fire procedures in place? (including arrangements for calling the fire service)	Yes	
Fire Emergency Plan in place and details recorded?	Yes	
Does the plan take account of other Fire Emergency Plans applicable in the building?	Yes	
Is the Fire Emergency Plan readily available for staff to read?	Yes	
Is the Fire Emergency Plan available to the enforcing authority?	Yes	
Are there persons nominated to respond to fire?	No	It is recommended that staff are trained as fire marshals.
Are persons nominated to assist with evacuation?	No	It is recommended that staff are trained as fire marshals.
Is there appropriate liaison with the fire service?	Yes	The library has a good relationship with the West Yorkshire fire service.
Do routine in-house inspections of fire precautions take place?	No	Routine inspections are required, these are to be logged in the fire log book.

Question	Response	Details
<b>25 Training and drills</b>		Score (1/4) 25%
Are staff given instruction on induction?	No	All new staff require basic fire instructions on induction.
Do staff receive periodic refresher training at suitable intervals?	No	Staff are required to receive refresher training on a 2-3 year basis.
Are staff with special responsibilities given appropriate training?	No	It is recommended that staff are trained as fire marshals.
Are fire drills carried out at appropriate intervals?	Yes	Fire drills are carried out every 6 months.
<b>26 Testing and maintenance</b>		Score (1/3) 33.33%
Is the workplace adequately maintained?	Yes	
Is there weekly testing and periodic servicing of the fire detection and alarm system?	N/A	
Is there monthly, six-monthly and annual testing of the emergency lighting?	N/A	
Is there annual maintenance and testing of fire extinguishing equipment?	No	The current fire equipment was last serviced March 2021 and again September 2021. The 2kg Co2 was missed in both services. The extinguishers are next due September 2022.
Is there annual inspection and test of the lightning protection system?	N/A	
Is there six monthly and annual testing of wet/dry risers?	N/A	
Is there weekly testing and periodic inspection of sprinkler installations?	N/A	
Is there routine checks of fire doors and final exit doors?	No	Staff are required to carry out routine checks of the fire doors and final exit doors and log in the fire log book.
Other relevant inspection and test	None.	
<b>27 Records</b>		Score (0/2) 0%
Are there records of fire drills?	No	This information requires to be logged in the fire log book.

Question	Response	Details
Are there records of fire training?	No	This information requires to be logged in the fire log book
Are there records of fire alarm tests?	N/A	
Are there records of emergency lighting tests?	N/A	This information should be recorded in the fire log book.
Are there records of maintenance and testing of other fire protection systems?	N/A	

## Part 5: RISK RATING AND RECOMMENDATIONS

### Risk Items based upon a simple risk level estimator recommended in PAS 79 using the BS8800 format


Risk Item 1	
Item	Personal electrical appliances
Probability (likelihood of fire)	Low
Consequence (impact on life safety)	Slight Harm
Risk rating score (probability x consequence)	Moderate
Recommendations	It is recommended that there is a policy in place regarding the use of staff using their own electrical appliances in the building.
Action	6-12 months action.
Risk Item 2	
Item	Fire Extinguishers
Probability (likelihood of fire)	Low
Consequence (impact on life safety)	Moderate Harm
Risk rating score (probability x consequence)	Moderate
Recommendations	It is recommended that suitable fire equipment is available. 1 x 2kg co2 in kitchen / server room
Action	0-3 months.

Question	Response	Details
Risk Item 3		
Item	Fire training	
Probability (likelihood of fire)	Low	
Consequence (impact on life safety)	Moderate Harm	
Risk rating score (probability x consequence)	Moderate	
Recommendations	It is recommended that all staff have some form of basic fire training and staff with greater responsibilities receive fire marshal training.	
Action	3-6 months action.	
Risk Item 4		
Item	Trailing leads and adapters	
Probability (likelihood of fire)	Low	
Consequence (impact on life safety)	Moderate Harm	
Risk rating score (probability x consequence)	Moderate	
Recommendations	It is recommended that the use of trailing leads and adapters in minimised. The computers in the library can use more wall sockets instead of the extension leads.	
Action	0-3 months	
Risk Item 5		
Item	Security	
Probability (likelihood of fire)	Low	
Consequence (impact on life safety)	Moderate Harm	
Risk rating score (probability x consequence)	Moderate	
Recommendations	It is recommended that security system is serviced and maintained to prevent arson attacks.	
Action	0-6 months action	

Question	Response	Details
Risk Item 6		
Item	Fixed heating service	
Probability (likelihood of fire)	Low	
Consequence (impact on life safety)	Moderate Harm	
Risk rating score (probability x consequence)	Moderate	
Recommendations	It is recommended that the gas boiler is serviced every 12 months.	
Action	0-3 months	
Risk Item 7		
Item	Fire exit door rear	
Probability (likelihood of fire)	Low	
Consequence (impact on life safety)	Moderate Harm	
Risk rating score (probability x consequence)	Moderate	
Recommendations	It is recommended that the rear exit door is replaced with a fire door that opens in direction of travel.	
Action	3-6 months action	
Risk Item 8		
Item	Emergency Lighting	
Probability (likelihood of fire)	Low	
Consequence (impact on life safety)	Moderate Harm	
Risk rating score (probability x consequence)	Moderate	
Recommendations	It is recommended the building is installed with suitable emergency lighting to bs5266.	
Action	3-6 months action.	
Risk Item 9		
Item	Fire detection and alarm system	



Question	Response	Details
Probability (likelihood of fire)	Low	
Consequence (impact on life safety)	Moderate Harm	
Risk rating score (probability x consequence)	Moderate	
Recommendations	It is recommended that building has a system installed to L3 M standard to bs 5839 part 1 2017.	
Action	3-6 months action	
Risk Item 10		
Item	Missed fire extinguisher service	
Probability (likelihood of fire)	Low	
Consequence (impact on life safety)	Slight Harm	
Risk rating score (probability x consequence)	Moderate	
Recommendations	It is recommended that all fire extinguishers are serviced on the service visit. The 2kg Co2 in the boiler room has been missed.	
Action	0-3 months	
<p><b>Risk Level</b></p> <p>Trivial:- No action is required and no detailed records need to be kept.</p> <p>Tolerable:- No major additional fire precautions required. However, there might be a need for reasonably practicable improvements that involve minor or limited cost.</p> <p>Moderate;- It is essential that efforts are made to reduce the risk. Risk reduction measures, which should take cost into account, should be implemented within a defined time period. Where moderate risk is associated with consequences that constitute extreme harm, further assessment might be required to establish more precisely the likelihood of harm as a basis for determining the priority for improved control measures.</p> <p>Substantial:- Considerable resources might have to be allocated to reduce the risk. If the premises are unoccupied, it should not be occupied until the risk has been reduced. If the premises are occupied, then urgent action should be taken.</p> <p>Intolerable:- Premises ( or relevant area) should not be occupied until the risk has been reduced.</p> <p>(Note that, although the purpose of this section is to place the fire risk in context, the above approach to fire risk assessment is subjective and for guidance only. All hazards and deficiencies identified in this report should be addressed by implementing all recommendations in the action plans. This fire risk assessment should be reviewed regularly)</p>		

Question		Response	Details
Received by responsible person / representative			
Assessor Signature	David Craig Chitty	06/12/2021 09:29	
Pictures			
<b>Re-Assessment</b>			
Recommended date for re-assessment	06/12/2022		

## Media



Appendix 1



Appendix 2



Appendix 3



Appendix 4



Appendix 5



Appendix 6

## Holmfirth Civic Hall Community Trust Report to HVPC Service Provision Committee 13<sup>th</sup> June 2022

This report is provided to give the Service Provision Committee an update on activities at The Civic, Holmfirth and includes information on how we are recovering from the coronavirus pandemic, an update on ongoing projects, current fundraising plans and finances.

### Recovering from the pandemic

The Civic has been fully open for several months now and bookings are returning to pre-pandemic levels - we are seeing a slight drop in pre-event bookings and drop-outs on the day are slightly higher than before, but otherwise we are seeing things return to 'normal'. We now have all our regular hirers fully back and have welcomed a number of new hirers for both one-off and regular bookings.

A schedule of some of the forthcoming events are provided for information at the end of the report to give a flavour of the clubs and classes, events and activities taking place.

### Ongoing projects

The works to replace the toilets and create an office and a store are nearing completion following several delays along the way. It is expected that all the works, possibly barring the fire escape, will be completed before Holmfirth ArtWeek take over the building between 26<sup>th</sup> June and 10<sup>th</sup> July (inclusive).

Income and expenditure on the project so far is detailed below:-

Description	Income	Expenditure	Balance
Holme Valley Parish Council - toilets-office-store	60,000.00		60,000.00
Holme Valley Parish Council - fire escape	10,000.00		70,000.00
League of Friends of Holme Valley Hospital	55,000.00		125,000.00
Holme Valley Masonic Lodge	5,000.00		130,000.00
One Community - Bright Green Fund	2,000.00		132,000.00
Holmfirth Civic Hall Community Trust funds	25,000.00		157,000.00
Architect's fees		4,100.00	152,900.00
Planning related fees		792.00	152,108.00
Miscellaneous fees		651.00	151,457.00
Contractor fees		110,040.00	41,417.00
<b>TOTAL</b>	<b>£157,000.00</b>	<b>£115,583.00</b>	<b>£41,417.00</b>

We have recently had electrical contractors in the building to conduct the five-yearly Electrical Installation Condition Report and works to correct minor deficiencies found have also been completed.

Quotes have been sought from three contractors to complete works identified as part of the energy efficiency survey and it is expected that work to replace lighting throughout the building with LEDs will be completed during the summer period. It should be noted that all three quotes were higher than the £10,000 allocated by the Parish Councils climate emergency funds for the short and medium term projects.

Having recruited a new caretaker at the end of 2021 we are also getting on top of a range of general maintenance and repairs around the building and outside, as well as some minor redecorations. Guttering around the building has been cleared, outside the building on the entrance to the building has been cleaned and tidied, stage rooms above the Large Hall will shortly be redecorated and we're exploring with our volunteers the potential to repaint exterior windows and the Large Hall.

## Finances

Profit and loss for the financial year April 2021 to March 2022 (audit underway) are shown below for information.

April 2021 to March 2022	£
Total Receipts	205,221
Less cost of sales	19,150
<b>Gross Profit</b>	<b>£186,071</b>
Payroll expenses	56,562
Other expenses	44,438
<b>Net Operating Income</b>	<b>£101,000</b>
Other income	32
<b>Net Income</b>	<b>£85,103</b>

Costs are always closely managed and this was particularly the case during the various phases of lockdown, with actions taken to reduce costs where possible.

All income and expenditure continues to be closely managed and current balances are made up of £75,430.84 in the current account and £17,766.64 in the restricted reserves account.

We hope you find this report helpful in terms of how HCHCT continue to run and manage The Civic, if there are other aspects of the work of HCHCT or The Civic please let us know and they can be incorporated into future updates as required.

## WHAT'S ON AT THE CIVIC EVENTS & ACTIVITIES June/July 2022

<p>Saturday 11<sup>th</sup> June 2022 Doors 6.30pm: Show 7.30pm</p>	<p><b>Two Pianos: The Rock n Roll Experience</b> With a live 6-piece band performing American Rock N Roll Hits from Elvis, Buddy Holly, Ray Charles, Fats Domino and much more <a href="#">WeGotTickets   Simple, honest ticketing   Two Pianos</a></p>
<p>Monday 13<sup>th</sup> June 2022 7.00pm to 9.00pm Reception Room</p>	<p><b>U3A Wine Appreciation</b> See more information at <a href="https://u3asites.org.uk/holme-valley/groups">https://u3asites.org.uk/holme-valley/groups</a></p>
<p>Tuesday 14<sup>th</sup> June 2022 7.30pm to 9.30pm Lesser Hall</p>	<p><b>Holmfirth Pratty Flowers Women's Institute</b> For more information and ticket details visit <a href="http://holmfirthwi.org.uk/">http://holmfirthwi.org.uk/</a></p>
<p>Sunday 3<sup>rd</sup> to Saturday 9<sup>th</sup> July 2022 10am-9pm Mon-Fri, 10am-5pm Sat/Sun</p>	<p><b>Holmfirth ArtWeek</b> Celebrating creativity in the Holme Valley &amp; beyond since 1966. For more information and ticket details visit <a href="https://holmfirthartweek.org.uk/">https://holmfirthartweek.org.uk/</a></p>
<p>Friday 15<sup>th</sup> July details tbc Large Hall</p>	<p><b>A Night at the Movies with Musica Holme Valley</b> For more information and ticket details visit <a href="https://www.musicakirklees.org/event/details/id/703">https://www.musicakirklees.org/event/details/id/703</a></p>
<p>Sunday 31<sup>st</sup> July 2022 Doors 6.30pm; Film 7.00pm Lesser Hall</p>	<p><b>Holmfirth Film Festival, presents....</b> Screening details to follow, tickets on the door or online, visit <a href="http://holmfirthfilmfestival.co.uk/">http://holmfirthfilmfestival.co.uk/</a></p>

Further event details available via [thecivicholmfirth.org](http://thecivicholmfirth.org)

## WHAT'S ON AT THE CIVIC CLUBS AND CLASSES

<b>MONDAY</b>		
10.00am to 11.00am	Large Hall	Zumba - tALkactive
11.15am to 12.15pm	Lesser Hall	Pilates - tALkactive
2.00pm to 3.00pm	Large Hall	U3A Badminton - Holme Valley U3A
6.30pm to 7.30pm	Lesser Hall	Mixed Ability Pilates - Julie Edwards
7.30pm to 8.30pm	Lesser Hall	Improvers Pilates - Julie Edwards
7.00pm to 9.00pm	Large Hall	Badminton - Netherthong BC
7.00pm to 9.00pm	Exhibition Room	Holme Valley Parish Council Meeting
<b>TUESDAY</b>		
2.00pm to 3.00pm	Lesser Hall	Mixed Ability Pilates - Julie Edwards
4.15pm to 6.15pm	Large Hall	Junior Badminton - Mike Bennett
8.00pm to 9.30pm	Large Hall	Badminton - Holmfirth BC
<b>WEDNESDAY</b>		
10.00am to 11.00am	Large Hall	Zumba Gold - Jo Hampshire
11.15am to 12.15pm	Lesser Hall	Pilates - PhysioKaren
4.30pm to 5.50pm	Large Hall	Children's Football - Kixx
6.30pm to 9.30pm	Reception Room	Huddersfield Samba
7.30pm to 10.30pm	Large Hall	Vibejive Dance Club
<b>THURSDAY</b>		
<b>FRIDAY</b>		
9.30am to 11.30am	Large Hall	Ladies Badminton
9.30am to 1.30pm	Reception Room	Pop Up Café - The Civic, Holmfirth
<b>SATURDAY</b>		
<b>SUNDAY</b>		
9.30am to 10.50am	Lesser Hall	Children's Football - Kixx

Further details or all live events, clubs and classes available via  
[thecivicholmfirth.org](http://thecivicholmfirth.org)





# Maintenance Contractor

Clerk to the Council  
Holme Valley Parish Council  
Holmfirth Civic Hall  
Council Offices  
Huddersfield Road  
Holmfirth

05/06/2022

Dear Mrs McIntosh

The following is a brief review of the Councils assets :

## TOILETS

The last few months have been a difficult time for the toilets. We seem to go through lengthy periods of vandalism and general dirty toilet behaviour:

Very unpleasant soilage incidents (both accidental and on purpose) multiple times each week.

The return of the habitual drinkers inhabiting cubicles.

Frequent strewing of substances like fizzy drinks, mashed crisps, jars of hundreds-and-thousands or the emptying and smearing of the hand soap over walls, floors, mirrors etc.

Regular theft of soap bottles.

The hand drier in the disabled toilets has been pulled off the wall twice in the last 6 weeks therefore I propose to make some sort of mesh cage to try and counter this.

The long mirror outside the disabled toilets has been smashed awaiting replacement.

All 3 of the coat hooks on the inside of the disabled door have now been ripped off.

The lock on the gents cubicle had been stolen so I made a new one .

Graffiti is a relatively new pastime in the toilets.... Several instances in the last few weeks have been removed ...again mainly on the washable tiles in the disabled toilet but also in the gents'.

Frequent efforts are made to break into the lockable room.

We seem to have countered the pilfering from the cash box by fitting TWO padlocks and screws at awkward angles to prevent small hands taking coins out.

The takings are generally good. I empty the box once a week . Should be banking the takings at some point this week . I'll send the receipts in.

Overall the toilets are going ok....open 7 days a week before 9am and closed after 5pm.

## BENCHES

This week, I'll be going round and seeing which ones need attention ie paint or replacement. The 18 new bench-legs we had made last year have all been used now. So now we have 9 new benches on old standings. However I was out strimming last week and found a few which could do with replacing this year.

If budgets allow we could do with the same 18 legs again.

We get very little vandalism towards the benches most damage is by vehicular impact!

## PHONE BOXES

The council-adopted phone boxes take very minimal maintenance as most of the villages where they are located seem proprietorial towards them. I check for wet books when I pass them and take them away. The habitual window smasher at Fulstone seems to have stopped. (Probably gone to Uni by now)

## WAR MEMORIALS

These too take minimal maintenance . I wash them all once year and remove wreaths in February unless asked specifically not to do so.

## BUS SHELTERS

Again we go through periods of graffiti in the Holmfirth bus shelters and have to pressure wash against general anti-social habits. As mentioned previously, we nip these quickly to prevent it becoming the "norm" to tag a bus shelter.

Hade Edge shelter has had a leak in the roof and has blown the render off the walls . We re-felted the roof and now need to address the interior walls and ceilings as it looks untidy.

To reiterate a previous suggestion, and following up with discussion with local habitans, the unused bus shelter at Oldfield is frequently occupied by an older man who leaves a lot of

smoking and alcoholic drinking detritus. This is also a shelter which is regularly used for extremely unpleasant toileting and suspected sexual meetings. Due to it's current condition (with full, darkened windows and with the old, dark brown paint as it is so frequently graffitid), it has been suggested that it offers too much privacy and is too unwelcoming to more general users. We suggest the removal of the glazed windows to expose interior more and then the application of the uniform magnolia paint to brighten it, make it more inviting for the many walkers in the area and to deter the pooing, boozing and sexing.


All in all things run smoothly . When the weather permits we're usually out and about strimming, sweeping, power-washing, painting or varnishing things



Photographs of Wooldale Phone box – June 2022







27/02/2022

Mrs. J. McIntosh  
Clerk to the Council  
Council Offices  
Holmfirth

Dear Mrs McIntosh

**Quotation for Phone Box repair work**

Many thanks for the opportunity to put forward a quote for the renovation work to the red 'phone box adjacent to the Post Office in Holmfirth.. what an exciting project! I would be delighted to participate in such a lovely community scheme!

Having examined the list of jobs required and the supplies to be provided (paint, glass, shelves etc) and with an awareness of the time constraints and their effect on my ongoing jobs, I feel that I can fulfil your requirements for the sum of **£800.00** per 'phone box.


I will do my utmost to work within a safe environment, using road cones, Hi-Visibility work wear, goggles and dust masks; using an approved electrician where necessary and having the appropriate Public Liability insurance in place. My labour will be completed as sensitively as possible, observing the community's needs.

The component parts to complete the job will cost £743.88 inc.vat and delivery from x-connect telephone spares company.

We wont need any paint as we have plenty in stock from previous phone box repairs.

I hope this quotation of work is satisfactory and shall look forward to hearing from you soon.

Yours sincerely,





**clerk@holmevalleyparishcouncil.gov.uk**

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**From:** [REDACTED]  
**Sent:** 01 June 2022 11:09  
**To:** clerk@holmevalleyparishcouncil.gov.uk  
**Subject:** FW: 36 Victoria Street Holmfirth HD9 7DE (formerly Yorkshire Building Society)

Dear Jen,

Further to my email from yesterday, I have now heard back from our tenants, that their best case scenario would be for the two benches fronting Victoria Street to be re-positioned on the Huddersfield Road frontage.

Once we have clarified the position with regard to the benches, it will be necessary to put in place a formal licence arrangement between Merganser Properties Ltd and the Parish Council. I will need to discuss the terms of the licence agreement with you in more detail, but from Mergansers viewpoint we would not want to enter into any long-term arrangements which could potentially prejudice the value of the freehold interest. Notwithstanding this, we would like to cooperate with the Council as best we are able, but without prejudicing the rights of the freeholder.

If you could come back to me as soon as possible after the meeting on June 13<sup>th</sup>, it would be greatly appreciated.

Best wishes

[REDACTED]  
RICS Registered Valuer

**Wilbys Chartered Surveyors**

**Tel:** [REDACTED]  
**Email:** [REDACTED]  
**Web:** [www.wilbys.net](http://www.wilbys.net)

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**From:** [REDACTED]  
**Sent:** 31 May 2022 13:14  
**To:** clerk@holmevalleyparishcouncil.gov.uk  
**Subject:** RE: 36 Victoria Street Holmfirth HD9 7DE (formerly Yorkshire Building Society)

Thanks Jen.



To the best of my knowledge, there are no formal agreements in place. I have also checked this out with Kirklees before writing to your goodselves.

I agree that it is highly probable that the new tenant will wish his seating/tables to be used by customers only.

I have asked the tenant for their views regarding possible repositioning of the benches, and will come back to you on this once I have received a response.

Regards

[REDACTED]  
RICS Registered Valuer

**Wilbys Chartered Surveyors**

**Tel:** [REDACTED]

**Email:** [REDACTED]

**Web:** [www.wilbys.net](http://www.wilbys.net)

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**From:** clerk@holmevalleyparishcouncil.gov.uk <clerk@holmevalleyparishcouncil.gov.uk>

**Sent:** 31 May 2022 13:09

**To:** [REDACTED]

**Subject:** RE: 36 Victoria Street Holmfirth HD9 7DE (formerly Yorkshire Building Society)

OK [REDACTED] thank you.

Whilst HVPC is the owner of the three benches I haven't yet found a legal agreement allowing HVPC permission to site the benches. I haven't taken steps yet to find out whether the pavement is formally in the ownership/care of Kirklees or will belong to the property it adjoins and whether or not HVPC (or any other proposer) needs legal permission to site the benches. This is a new area for me.

One of the questions I anticipate coming up on Monday is whether or not removing the benches will remove from the public the seats that are openly accessible to all. It may be that any seating/tables placed by the new leaseholder will specify 'customers only'? I know in an earlier email you'd talked about finding a solution that hopefully will satisfy all parties. Could you advise as to whether there will be any seating available to the public in place of the benches if removal is agreed upon? Or otherwise as to proposals you may have which could resolve the issue – for example, leaving the bench situated on its own in situ for the public?

If you could advise me as to any of the above points in advance of the meeting on the 13<sup>th</sup> I'd be very grateful.

Kind regards

*Jen McIntosh*

Mrs Jen McIntosh  
Clerk

Holme Valley Parish Council  
Holmfirth Civic Hall  
Huddersfield Road  
Holmfirth HD9 3AS

Tel: 01484 687460  
Email: [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)

*Please note that the HVPC Office is open to the public Tuesdays and Thursdays 10am through to 3pm. At other times please leave a recorded message or contact me via email. The HVPC office is based on the Third Floor in Holmfirth Civic with access through the Exhibition Room.*

*My usual working pattern is Monday to Thursday.*

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**From:** [REDACTED]  
**Sent:** 31 May 2022 11:26  
**To:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)  
**Subject:** RE: 36 Victoria Street Holmfirth HD9 7DE (formerly Yorkshire Building Society)

Many thanks Jen.

I don't think there's any need for me to attend the meeting.

There are, from my viewpoint, two issues that need to be looked at: –

1. Are there any formal agreements in place with regard to the positioning of the three benches. As far as I'm aware there are no agreements, but if the Parish Council have any documents, I would be very pleased to receive copies.
2. In the absence of any formal agreements, our tenant is wanting to use the forecourt areas (with particular reference to the forecourt fronting Victoria Street) in connection with his Cafe/bistro business. In this respect there could be a conflict with his use of the forecourt and the positioning of the benches.

In view of the above, once you have had your meeting on the 13th of June, perhaps we can have a further conversation and/or site meeting to discuss the best means of resolving the requirements of our tenant and the Parish Council.

Look forward to hearing from you in due course

Best wishes

[REDACTED]  
RICS Registered Valuer

**Wilbys Chartered Surveyors**  
**Tel:** [REDACTED]  
**Email:** [REDACTED]  
**Web:** [www.wilbys.net](http://www.wilbys.net)

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**From:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk) <[clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)>

**Sent:** 30 May 2022 11:53

**To:** [REDACTED]

**Subject:** RE: 36 Victoria Street Holmfirth HD9 7DE (formerly Yorkshire Building Society)

Hello [REDACTED]

Good news about 36 Victoria Street functioning again in the near future.

I'm going to put your request on the agenda for the next meeting of the Service Provision Committee on 13 June 2022 at 7pm. The Committee makes decisions regarding benches. You are welcome to come and speak to the Committee or to make a submission in writing if you'd prefer.

By all means give me a call on [REDACTED] I'm happy to call in for a site meeting that I can report back on to the Committee – but any decision will be for the Committee to make.

Hope that makes sense.

Kind regards

*Jen McIntosh*

Mrs Jen McIntosh  
Clerk

Holme Valley Parish Council  
Holmfirth Civic Hall  
Huddersfield Road  
Holmfirth HD9 3AS

Tel: 01484 687460

Email: [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)

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*My usual working pattern is Monday to Thursday.*

---

**From:** [REDACTED]

**Sent:** 27 May 2022 12:02

**To:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)

**Subject:** FW: 36 Victoria Street Holmfirth HD9 7DE (formerly Yorkshire Building Society)

Dear Jen,

I refer to our email correspondence earlier this year in respect of the above.

Please note that we have now completed a letting of the ground floor at number 36 Victoria Street.

The tenant will be using the property as a Cafe/bistro, and part of his business plan is to use the forecourt fronting Victoria Street as an outdoor seating area.

With the above in mind I wonder if we could have a conversation, or possibly a site meeting, to discuss the positioning of the Parish Councils benches?

Perhaps you would be kind enough to give me a call when convenient, and hopefully we can arrange to meet up to discuss.

If you wish to contact me by telephone you can call me on my mobil [REDACTED]

Regards

[REDACTED]  
RICS Registered Valuer

**Wilbys Chartered Surveyors**

**Tel:** [REDACTED]

**Email:** [REDACTED]

**Web:** [www.wilbys.net](http://www.wilbys.net)

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---

**From:** [REDACTED]

**Sent:** 21 February 2022 11:24

**To:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)

**Subject:** RE: 36 Victoria Street Holmfirth HD9 7DE (formerly Yorkshire Building Society)

Dear Jen,

Many thanks for your email, the contents of which are noted.

The reason for my query is that we have received an expression of interest from a potential tenant who may want to use some of the forecourt areas at the subject property.

Clearly at the moment there are three fixed benches, which I note are owned by the Parish Council.

The suggestion was that we could either we could either remove or possibly reposition some of the benches, in particular the two fronting Victoria Street. The reason I was asking for a copy of any agreement was to ensure that we did not prejudice any previous agreements that the Council might have had with the previous owner, the Yorkshire Building Society.

I have made enquiries via both Yorkshire Building Society and Kirklees Council, but no one seems to have any information regarding any form of agreement.

Notwithstanding all of the above, if no written agreement can be found, I am happy to discuss with the Parish Council a solution that hopefully will satisfy all parties.

Look forward to hearing from you in due course as to whether you are able to track down any information on this.

Best wishes

[REDACTED]  
RICS Registered Valuer

**Wilbys Chartered Surveyors**

**Tel:** [REDACTED]

**Email:** [REDACTED]

**Web:** [www.wilbys.net](http://www.wilbys.net)

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**From:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk) <[clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)>

**Sent:** 15 February 2022 14:29

**To:** [REDACTED]

**Subject:** RE: 36 Victoria Street Holmfirth HD9 7DE (formerly Yorkshire Building Society)

Hello [REDACTED]

Thank you for your email – apologies for not being able to reply sooner.

Our asset map indicates three benches belonging to Holme Valley Parish Council. Two are shown directly outside 36 Victoria Street, the third at the top of Norridge Bottom. They both have cast iron supports and mahogany painted slats and are maintained by our maintenance contractor.

I haven't found any written agreements as to ownership as of yet and have no idea of when they were installed. They fall under the remit of the Service Provision Committee which next meets on Monday 13<sup>th</sup> June 2022.

Can I be of any help? Do you have any concerns about the benches - are they in need of maintenance? Feel free to ring me or [REDACTED] to discuss.

Any changes to bench provision would need to be considered by the Service Provision Committee.

Kind regards

*Jen McIntosh*

Mrs Jen McIntosh  
Clerk

Holme Valley Parish Council  
Holmfirth Civic Hall  
Huddersfield Road  
Holmfirth HD9 3AS

Tel: 01484 687460  
Email: [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)

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---

**From** [REDACTED]  
**Sent:** 08 February 2022 10:55  
**To:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)  
**Subject:** RE: 36 Victoria Street Holmfirth HD9 7DE (formerly Yorkshire Building Society)

Dear Sirs,

My company, Merganser Properties Ltd, have recently acquired the freehold interest in the above referred to property from Yorkshire Building Society.

I note that historically there has been a scheme of improvements carried out by Kirklees Regeneration & Development Team under the reference 'Holmfirth Town Centre Improvements', and as part of the scheme of improvements the Council have installed a number of benches within the forecourt to our property.

I am trying to establish whether there is any formal agreement in relation to the works you carried out, and if so, should be pleased if you could send across details.

I have contacted Kirklees Council, but they have no information, and have suggested I contact the Parish Council.

Look forward to hearing from you in due course.

Regards

[REDACTED]  
RICS Registered Valuer

**Wilbys Chartered Surveyors**

**Tel:** [REDACTED]

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## Improvements to the Gartside building funded by Holme Valley Parish Council

No	HVPC ref	Payment Date	Payment method	Payee	Description	Net	VAT	Gross
N/A	N/A	JUL-SEP 2020	RENT HOLIDAY	MONTY'S LOFT	THREE MONTH RENT HOLIDAY TO RECOMPENSE FOR WORK DONE	£1,200.00	£0.00	£1,200.00
6	2021/12/06	03/03/2021	BACS	I & S WINDOWS	uPVC GLASS DOOR - GARTSIDE BUILDINGS	£630.00	£0.00	£630.00
COST OF IMPROVEMENTS PAID BY HOLME VALLEY PARISH COUNCIL						<b>£1,830.00</b>		

In addition, the tenant undertook work required by the Building Regulations Regularisation (emergency lights, fire exit signs) which would have cost several hundred pounds, one thinks. The Parish Council had accepted responsibility for these additions but the tenant did not ask for recompense or a deduction of rent despite it being offered.





05/06/2022

Mrs. J. McIntosh  
Clerk to the Council  
Council Offices  
Holmfirth

Dear Mrs McIntosh

**Quotation for Montys Loft**

Many thanks for the opportunity to put forward a quote for re-hanging the door to the Monty's Loft shop adjacent to the toilets in Holmfirth.

Labour for re-hanging and fitting new door furniture the door will be £160.00.

Labour for rubbing down and re-painting the door will be £150.00

Materials: Paint, and a new lock will be approximately £140.00

If the old lock and furniture is re-usable then I can adjust the price accordingly.

I hope this quotation of work is satisfactory and shall look forward to hearing from you soon.

Yours sincerely,





# Monty's Loft Emporium



[www.hippie-shopamus.co.uk](http://www.hippie-shopamus.co.uk)

**From:** [REDACTED]  
**Sent:** 03 May 2022 09:31  
**To:** [REDACTED]  
**Subject:** Re: Quote

The 6 x 4ft Dibond laminated sign would be £151 + vat

The 3 x 3ft Dibond laminated signs would be £56 + vat each  
Best Regards

[REDACTED]  
Director

Zest for Print Ltd  
Unit D6, Gate 4  
Meltham Mills  
Industrial Estate  
Meltham  
Huddersfield  
HD9 4DS

[REDACTED]

On 3 May 2022, at 09:01, [REDACTED] wrote:

Dibond please

Sent from [Mail](#) for Windows

---

**From:** [REDACTED]  
**Sent:** 03 May 2022 07:59  
**To:** [Monty Byatt](#)  
**Subject:** Re: Quote

Good morning

Are these for PVC banners or aluminium Dibond signs?

Best Regards


[REDACTED]  
Director

Zest for Print Ltd  
Unit D6, Gate 4  
Meltham Mills

Industrial Estate  
Meltham  
Huddersfield  
HD9 4DS



On 28 Apr 2022, at 15:25  wrote:

Could you do me a quote for 2 x 3 by 3 and 1 x 6 by 4 please ...I have to send to Parish Council asap ....Thank You 

Sent from [Mail](#) for Windows

<BeFunky-design (4) (1).jpg>





# HOLME VALLEY PARISH COUNCIL

Holmfirth Civic Hall  
Huddersfield Road  
Holmfirth HD9 3AS

P

FAO [REDACTED]  
Interim Service Director  
Highways  
Kirklees Council  
Flint Street  
Fartown  
Huddersfield  
HD1 6LG  
[REDACTED]

Tuesday 19 April 2022

Dear [REDACTED]

## Removal of sharps bin from Town Gate Car Park, Holmfirth HD9 1HA

I am writing as clerk to Holme Valley Parish Council.

For some time the Council has been working to resolve with Kirklees the issue of the unwanted sharps bin situated on Town Gate car park in Holmfirth, adjacent to the Public Toilets.

The sharps bin is rarely – if ever - emptied and overflowing with waste. It requires removal as it is misused as a general waste bin. It is an eyesore and detracts from the ambience Holmfirth residents want to create in their town.

The former clerk, Liz Bennett, and I have been in touch with various Kirklees Council officers over the past year to attempt to have these removed. In May 2021 Liz believed she had reached an agreement with a Rachael Seymour that Kirklees would remove the sharps bin, Rachael having said it was obsolete. In September I communicated with Max Wall who suggested I email a Douglas Rodgers (Rogers?) at Highways regarding this issue. The bin is cemented into the pavement which Max told me made this a Highways issue. However, I have had no further communication from Highways.

The state of the sharps bin, it's misuse and the possibility that it leads to drugs paraphernalia being left near or in the public toilets where it might come into contact with unsuspecting members of the public have been commented on through social media and local community groups.

I next need to report progress on this matter to the Service Provision Committee on Monday 13 June 2022. I do hope that you can put me in touch with an appropriate person to resolve this issue satisfactorily.

Kind regards

Jen McIntosh

cc Cllr Sean East, Chairman, Service Provision Committee

Clerk to the Council: Mrs Jen McIntosh  
[clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)  
Deputy Clerk to the Council: Richard McGill  
[deputyclerk@holmevalleyparishcouncil.gov.uk](mailto:deputyclerk@holmevalleyparishcouncil.gov.uk)  
Phone No: 01484 687460



# HOLME VALLEY PARISH COUNCIL

Holmfirth Civic Hall  
Huddersfield Road  
Holmfirth HD9 3AS

Q

FAO [REDACTED]  
Interim Service Director  
Highways  
Kirklees Council  
Flint Street  
Fartown  
Huddersfield  
HD1 6LG  
[REDACTED]

Tuesday 19 April 2022

Dear [REDACTED]

## Removal of two damaged bike lockers from Town Gate Car Park, Holmfirth HD9 1HA

I am writing as clerk to Holme Valley Parish Council.

For some time the Council has been working to resolve with Kirklees the issue of the unused and vandalised lockable bike lockers situated on Town Gate car park in Holmfirth, adjacent to the Public Toilets.

The lockers require removal as they are never used to lock up bikes but have become vandalised and a magnet for anti-social behaviour. They are no longer fit for their intended purpose, they are an eyesore and due to their deteriorating state may well pose a danger to the public.

The former clerk, Liz Bennett, and I have been in touch with various Kirklees Council officers over the past year to attempt to have these removed. In September Matthew Lynch, Asset Maintenance/Condition Manager, advised me that the Corporate Landlord Team had informed him that the bike lockers were most likely the responsibility of the Highways team. I did raise a query by phone, leaving my details with the Highways team but have received no further response.

The state of the lockers are regularly commented on through social media and local community groups are frustrated at the lack of progress to date with regard to this issue.

I next need to report progress on this matter to the Service Provision Committee on Monday 13 June 2022. I do hope that you can put me in touch with an appropriate person to resolve this issue satisfactorily.

Kind regards

Jen McIntosh

cc Cllr Sean East, Chairman, Service Provision Committee

Clerk to the Council: Mrs Jen McIntosh  
[clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)  
Deputy Clerk to the Council: Richard McGill  
[deputyclerk@holmevalleyparishcouncil.gov.uk](mailto:deputyclerk@holmevalleyparishcouncil.gov.uk)  
Phone No: 01484 687460

**clerk@holmevalleyparishcouncil.gov.uk**

---

**From:** [REDACTED]  
**Sent:** 19 April 2022 16:22  
**To:** clerk@holmevalleyparishcouncil.gov.uk  
**Cc:** [REDACTED]  
**Subject:** RE: Letters from the clerk at Holme Valley Parish Council

Dear Jen.

Just to be clear. Based on my understanding of where responsibility for these assets lays, I wouldn't expect them to be Highways assets, that my team have responsibility for.

However, having only been with the authority since last year, I am not privy to what other discussions have previously taken place with officers regarding ownership and responsibility. Either way, I'm sure Cllr Enquiries will get to the bottom of the matter and if my understanding is incorrect and these are indeed highway assets, I can assure that we will respond accordingly.

Regards

[REDACTED]  
[REDACTED]  
Head of Highways  
Kirklees Council  
Flint Street, Fartown, Huddersfield HD1 6LG  
Email [REDACTED]  
Tel [REDACTED]  
Mob [REDACTED]

---

**From:** clerk@holmevalleyparishcouncil.gov.uk <clerk@holmevalleyparishcouncil.gov.uk>  
**Sent:** 19 April 2022 15:27  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Letters from the clerk at Holme Valley Parish Council

**CAUTION:** External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mark

Thank you for your prompt initial response – much appreciated.

I've already popped the letters in the post – I hope that doesn't complicate things. I don't think it should.

I'm disappointed to learn that these are not, in fact, Highways issues after all. I find it difficult to understand why those Kirklees officers from a number of departments who identified them as Highways issues after significant consultation with each other did so.

Being referred back to the Cllr Enquiries Team very much feels like being put back to square one. It's difficult not to feel fobbed off.

In any case I'll await further communication in the hope that these matters can be resolved within an acceptable time-frame for the people of the Holme Valley. As I noted before, I'd like to have progress to report by 13 June 2022.



Please forward on this email as you see fit.

Kind regards

*Jen McIntosh*

Mrs Jen McIntosh  
Clerk

Holme Valley Parish Council  
Holmfirth Civic Hall  
Huddersfield Road  
Holmfirth HD9 3AS

Tel: 01484 687460  
Email: [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)

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---

**From:** [REDACTED]  
**Sent:** 19 April 2022 13:41  
**To:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)  
**Cc:** [REDACTED]  
**Subject:** RE: Letters from the clerk at Holme Valley Parish Council

Jen.

Please see email attached.

Your email enquiry has been passed to our Cllr Enquiries team who will investigate both matters and provide you with a direct response. Can I respectfully suggest, that it may be better for you to hold off from sending a letter version of your emails, until Cllr Enquiries have responded, to avoid any possible duplication.

I can also confirm that neither matter is a Highways service issue, but Cllr Enquiries will put the appropriate officer from the relevant team, in touch with yourselves.

Regards

[REDACTED]  
[REDACTED]  
Head of Highways  
Kirklees Council  
Flint Street, Fartown, Huddersfield HD1 6LG  
Email: [REDACTED]  
Tel: [REDACTED]  
Mob: [REDACTED]

---

**From:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk) <[clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)>  
**Sent:** 19 April 2022 13:26  
**To:** [REDACTED]

Cc: [REDACTED]  
Subject: FW: Letters from the clerk at Holme Valley Parish Council

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Tuesday 19 April 2022

Dear [REDACTED]

Please find attached two letters being placed in the post today – they are the revised versions of letters emailed on Thursday 14 April 2022.

They concern a sharps bin and two lockable bike lockers currently sited at Town Gate, Holmfirth; both the lockers and the bin need to be removed.

I'm writing directly to you as the best person to put me in touch with who I need to liaise with to make real progress on the removal of these items.

I look forward to your response in due course. I can be reached on my mobile number [REDACTED] in connection with either items of correspondence.

Kind regards

*Jen McIntosh*

Mrs Jen McIntosh  
Clerk

Holme Valley Parish Council  
Holmfirth Civic Hall  
Huddersfield Road  
Holmfirth HD9 3AS

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**From:** [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk) <[clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)>

**Sent:** 14 April 2022 15:43

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** FW: Letters from the clerk at Holme Valley Parish Council

Thursday 14<sup>th</sup> April 2022

Dear [REDACTED]

[REDACTED] is down as the Service Director for Highways. However, her email is sending out an automatic reply naming you as the recipient for Highways enquiries following her retirement.

In which case, please find attached two letters for your attention. I'll await communication from you before formally re-addressing the letters and posting them to an address to be advised by you.

Kind regards

*Jen McIntosh*

Mrs Jen McIntosh  
Clerk

Holme Valley Parish Council  
Holmfirth Civic Hall  
Huddersfield Road  
Holmfirth HD9 3AS

Tel: 01484 687460

Email: [clerk@holmevalleyparishcouncil.gov.uk](mailto:clerk@holmevalleyparishcouncil.gov.uk)

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**Sent:** 14 April 2022 15:32

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** Letters from the clerk at Holme Valley Parish Council

Thursday 14 April 2022

FAO [REDACTED]

Dear Wendy

Please find attached two letters being placed in the post today.

They concern a sharps bin and two lockable bike lockers currently sited at Town Gate, Holmfirth; both the lockers and the bin need to be removed.

I'm writing directly to you as the best person to put me in touch with who I need to liaise with to make real progress on the removal of these items.

I look forward to your response in due course. I can be reached on my mobile number [REDACTED] in connection with either items of correspondence.

Kind regards

*Jen McIntosh*

Mrs Jen McIntosh

Clerk

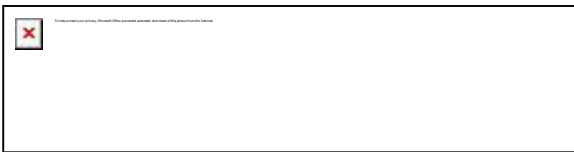
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