

NOTICE OF MEETING

A meeting of the **WELFARE HALL MANAGEMENT COMMITTEE** will be held at the **Welfare Hall, Woodlands Road, Loughor on Monday next the 29th April 2019** commencing at 7.00pm for the transaction of the following business:-

1. Apologies for absence.
2. To receive disclosures of Personal Interests from Members under the Council's Code of Conduct.
(Note: Members are requested to identify the item number and subject matter that their interest relates to and to signify whether their interest is such that they remain and vote / remain and not vote / withdraw).
3. To confirm the Minutes of the previous meeting held on the 1st April 2019 ([copy attached](#)).
4. To consider matters arising from the Minutes, if any.
5. To consider the Report of the Clerk ([copy attached](#)).
- 6 Any other matter which the Chairman determines to be urgent.

Would members please ensure that they sign the Attendance Register.

Dated this 23rd April, 2019

Nigel G Havard
Clerk to the Council

CYNGOR TREF LLWCHWR

LLWCHWR TOWN COUNCIL

Minutes of the Welfare Hall Management Committee

Meeting held on the 1st April, 2019

Present: Councillor I.James(Chair)

Councillors S.Beynon,J. Bowen,Will Evans, P.Parsons, C.Phillips, R.V.Smith,
W.Smith,J.Williams,
P.Williams and R.Williams

(Welfare Hall, Loughor: 7.10pm – 7.16pm)

57. APOLOGIES

There were apologies for absence from Councillors A.Davis,
Wendy Evans,C.Richards and D.Walters

58. DECLARATIONS OF INTEREST

There were no declarations of interest.

59. MINUTES

It was **RESOLVED** that the minutes of the meeting held on the
4th March 2019 be confirmed as a correct record.

60. MATTERS ARISING

There were no matters arising

61. REPORT OF THE CLERK

(a)Payments

It was **NOTED** that the following payment has been made by Direct
Debit-

Virgin Media	£72.90
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It was **RESOLVED** that the following payments be approved

Mike Young-Electrician(incl VAT)	£114.00
Platinum Property Services(incl VAT)	£156.00
Liftech(incl VAT)	£183.60

(b)Lift

The Clerk's Report was **NOTED**

(c)Former Police Office

The Clerk's Report was **NOTED**

The Clerk reported that since writing the Report that he had received
legal advice from NALC which could be summarised as follows-

- (i)it was important that the proposed Licencee not have exclusive
possession of the Premises and the Council should ensure it has
access at any time and actually uses the Premises for eg storage
- (ii)the Scheme to which the whole of the Welfare Hall is subject contains
a restriction that no part can be let for less than best rent without the
Charity Commission sanctioning the transaction and in this context
the Council should obtain advice from a surveyor or estate agent
in respect of rental value

(iii)therefore in moving forward there would appear to be two options-
-the trustees can licence the Premises to the proposed Licencee at zero rent only if the Charity Commission sanction the transaction or
-the trustees can licence at full rent and the Town Council can grant the proposed Licencee money to pay the rent.

It was **RESOLVED** that –

- 1-the Clerk instruct a local estate agent to determine the rental value of the Premises
- 2-the Clerk bring a Report to the main Town Council Meeting requesting a Grant from the proposed Licencee for the amount of the rental

(d)Boiler

The Clerk's Report was **NOTED**

(e)Works to the Hall-Frontage

The Clerk's Report and verbal Update were **NOTED**

(f)Welfare Hall Receipts and Payments

The Clerk's Report was **NOTED**

It was **RESOLVED** by the Trustees/Committee to request of the Town Council the monies referred to in the Report for the purposes set out in the Report..

(g)Ladies Toilet

The Clerk gave a verbal update that the ceiling had now been skimmed and plastered and that the Contractor's Invoice amounted to £120.00

It was **RESOLVED** to authorise payment of the above sum

62. URGENT ITEMS

There were no urgent items.

Chair

Agenda Item 5

LLWCHWR TOWN COUNCIL WELFARE HALL MANAGEMENT COMMITTEE

Date 29th April,2019

REPORT OF THE CLERK

CONTENTS

- 1-Payments
- 2-Lift
- 3-Former Police Office
- 4-Works to the Hall-Frontage
- 5-Receipts and Payments

**LLWCHWR TOWN COUNCIL
WELFARE HALL MANAGEMENT COMMITTEE**

Date 29th April,2019

Report of the Clerk

CONTENTS

1-Payments

The following payments have been made by Direct Debit

Virgin Media

£72.90

NPower-gas

£1,377.57

The following payments need to be authorised

Swansea Council-Trade Waste

£364.00

Dawsons(incl.VAT)

£240.00

Bluerock-base slabs for top of pillars

£100.00

The following payments may need to be authorised(see Agenda Item 4)

Swansea Council-crossover

£2,846.00

Swansea Council-resurfacing of footpath

£2,912.00

Swansea Council- H bar marking

£80.00

2-Lift

Liftech have now carried out a service and safety check on the Portable TSL 1000 lift (by the stage).

3-Former Police Office

A draft Licence has been prepared by the Clerk and forwarded to the Officers of the Gorseinon Community Car Scheme who will need to enter into the Licence personally.

Messrs.Dawsons have carried out a valuation as to the rental that the Office could be expected to amount to on the open market-the Clerk will disclose the figure at the meeting.

The Clerk has subsequently given an indicative figure to the Scheme as to the amount of rental expected.As Members will be aware the advice from NALC was that the Council could let the Office at a zero rental but only if the Council had the transaction sanctioned by the Charity Commission(the Clerk is still awaiting a response from the Commission but may be able to give a verbal update at the meeting) or the Council can licence the premises at full rent and award a grant to the Scheme to cover the rent.The Clerk ,at the time of writing this Report has not heard from the Scheme either as to the terms of the Licence or the Scheme's acceptance of the rent and possible grant application-the Clerk may be able to give an update at the meeting.As an aside there would seem to be no reason why the Scheme could not also apply to eg Gorseinon Town Council for a Grant to cover part of the rental.

Notwithstanding that the Clerk has not heard from the Scheme the Licence document is set out below for approval/amendments by Members as it was originally understood by the Clerk that the Scheme were keen to occupy the Room in May. As stated above the Clerk is still awaiting a reply from the Charity Commission but if the matter is to proceed it is likely to be on the basis of the NALC legal advice ie a Licence on full rental but with a corresponding Grant.

**LICENCE TO OCCUPY FORMER POLICE OFFICE WELFARE HALL,
WOODLANDS ROAD, LOUGHOR**

THIS LICENCE is dated the _____ day of _____ 2019
1-The **LICENSOR** is **Llchwyr Town Council** c/o the Clerk, 30 Huntingdon Way, Tycoch, Swansea SA2 9HN

2-The **LICENSEES** are **PHILLIP SCOTT** of
GARETH RICHARDS of
and

LYNDA RICE of

(operating as the Gorseinon Community Car Scheme)

3-The subject room is the former Police Office being part of the Welfare Hall, Woodlands Road, Loughor SA4 6PS ("the Room")

4-"Permitted Use" means the right to use the Room as an Office and the right to install a telephone

5-The Licence Fee will be £ _____ per month and will include-

a) business rates;

b) electricity and gas (but will not include any charges in respect of the telephone whether relating to installation or use)

c) maintenance of the Room

6-Start date of the Licence-

7-The Licensor will issue to the Licensees 2 Sets of keys to the Room and if the Licensees lose the keys then they must replace them at their own cost.

8-Subject to due compliance by the Licensees with their obligations under this Licence the Licensor will permit the Licensees to occupy and use the Room for the Permitted Use and with all necessary non-exclusive rights of access to and egress from the Room from/to the public highway subject to all rights of whatever affecting it.

9-The Licensees will occupy the Room as mere licensee only and acknowledge that possession of the Room is retained by the Licensor subject to the rights created by this Licence and that the Licensee is to give the Licensor or anyone authorised by it access to the Room for any reason at any time. Further the parties agree that the Licence is not a lease and does not confer any tenancy rights on the Licensees.

10-The Licensees hereby jointly and severally covenant with the Licensor-

a) to pay the Licence Fee

b) not to make any structural alterations or undertake any building works to any part of the Room;

c) not to remove any of the Licensor's furniture or furnishings from the Room;

d) not to share occupation of the Room or attempt to assign, transfer or sublet the Room or any part of it and if they do this Licence will terminate without notice

e) to use the Room for the Permitted Use and for no other purpose and it is hereby agreed and declared that the Licensor gives no warranty that the Room is suitable for the Permitted Use

f) to keep the interior of the Room and the furniture, fixtures and fittings in good and clean condition

g) not to do or permit to be done upon or in connection with the Room anything which would be a legal nuisance or cause of damage to the Licensor or the users of the Welfare Hall or the other occupiers of any neighbouring premises

h) to comply with all statutes, bye-laws and other regulations affecting the Room or the Licensees use of the Room

i) to comply with all reasonable regulations which may be issued from time to time by the Licensor or its agents in relation to the Room including in respect of health and safety, risk management and security.

j) to indemnify and keep indemnified the Licensor on demand from all liability in respect of-

aa) any injury to or death of any person;

bb)damage or loss which may be suffered by any persons by reason of or arising out of the Permitted Use and

cc)any breach by the Licensees of their obligations under this Licence

And accordingly the Licensees will take out insurance cover(and provide written evidence of same on demand) such as is necessary to give full indemnification to the Licensors in respect of the matters above

k)not to do anything which vitiates or makes void or voidable any insurance policy for the Room effected by the Licensor

l)to accept the Room in its present condition

m)to pay all charges in connection with the telephone including installation and usage and it is hereby agreed and declared between the parties hereto that the Licensor reserves the right to charge for any wi fi usage by the Licensees in respect of the Licensor's wi fi system.

11-This Licence may be terminated at any time the Licensor chooses to terminate it. Without prejudice,the Licensor agrees to attempt to give the Licensees four weeks notice before terminating it. At the date of termination the Licensees will-

aa)remove from the Room all their equipment and other items and

bb)leave the Room in a clean condition and in a condition consistent with full compliance with their obligations under the Licence

cc)return immediately the 2 sets of keys

Signed by Nigel Havard)
For and on behalf of the Licensor)

Signed by Phillip Scott)

Signed by Gareth Richards)

Signed by Lynda Rice)

4-Works to the Hall-Frontage

As Members will be aware it has been the intention to fit both a base and a pyramid top to the two pillars either side of the new gates. The bases were procured by Bluerock and fitted on the same day namely the 5th April. Bluerock had originally stated the bases could have been procured for free but in the end they requested £50.00 for each base; the decision to proceed had to be made on the day and both the Mayor and Deputy Mayor were consulted and agreed to the purchase- Members are asked to ratify the £100.00 expenditure.

The Caretaker was successful in finding a local supplier for the pyramid tops –the cost is £150.00 –an amount previously approved by Council. The current position is that the Caretaker has paid the supplier for the pyramid tops but ,at present, Bluerock have not collected same or fitted same. The Caretaker is aware of the position and will chase Bluerock upon his return from holiday.

In respect of the dropped kerb the Clerk has now received the quotation set out below; Members will note that Swansea Council wish to be paid in advance before commencing any works. Members are asked to confirm that they wish to proceed with the Works.

Nigel Havard
30 Huntingdon Way
Tycoch
Swansea
SA2 9HN

Please ask for: Aled Jones
Direct Line: 01792 841670
E-Mail: aled.jones2@swansea.gov.uk
Our Ref:
Your Ref:
Date: 16th April 2019

Dear Mr Havard,

APPLICATION FOR VEHICLE ACCESS
LOUGHOR WELFARE HALL – 3 WOODLANDS ROAD, LOUGHOR, SWANSEA

Further to your request for an access at the above named address, I write to confirm my approval of your application provided **that your vehicle does not overhang the highway when parked**. Please find enclosed a quotation for the proposed works.

1. My quotation for the construction of a crossover is £2,846.00 (please note V.A.T. is not applicable). Please read the quotation attached.
2. My quotation for the resurfacing of the existing footpath is £2,912.00 (please note V.A.T. is not applicable). Please read the quotation attached.

Should this quotation be acceptable to you, please forward a cheque for the sum of option 1 or option 1 & 2 above made payable to the City and County of Swansea to the address below. Please add an additional £80.00 if you require an H-Bar marking. **H-Bars will not be provided if there are existing/conflicting road markings in situ.**

On receipt of your payment I will issue instructions to the Construction Manager who will programme the works to commence as soon as possible on receipt of underground plant details from the Statutory Undertakers.

Please note that construction in the highway may only be undertaken by the Council and/or Council's approved contractor.

Should you have any queries on actual commencement dates, please contact Mr Sean O'Leary on 841612.

Internal works must be completed before the vehicular crossing is constructed, but it is important that you contact the authority prior to

commencing any works. This is to ensure final levels and positions are correct. The footway cannot be changed to suit incorrect, internal levels.

Please note this quotation is valid for six months, after which it maybe subject for revision.

If you have any further queries, please do not hesitate to contact the following on 01792 843330:

Application/Estimate – Aled Jones/Rob Knight
Construction – Sean O’Leary/Steve Avo

Yours sincerely,



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Aled Jones
Licensing & Enforcement
Highways and Transportation

Enc: Quotation
Agreement Form

From:	Rob Knight, Estimator, Construction Unit.	To:	Aled Jones, Enforcement Officer, Street Works.
My Reference:	EST/RAK/10569	Date:	Tuesday, 16 April 2019

LOUGHOR WELFARE HALL, 3 WOODLANDS ROAD, LOUGHOR

1. Construct a vehicular dropped kerb and crossover to suit a 6.3m opening.
 - Required Chapter 8 pedestrian and traffic management.
 - 7 bullnosed centre kerbs.
 - 2 bullnosed drop kerbs.
 - 7 bullnosed centre kerbs as back edging.
 - 1 bullnosed straight kerb.
 - Reconstruct the existing footpath to reinforced tarmac crossover specification (22 m²).
 - Please add £80 for an H bar marking.

Quote to applicant is £2,846.00.

2. Resurface the existing adjacent footpath (45 m²).

Quote to applicant is £2,912.00.

The above quotations are based on the dimensions detailed above and site conditions at time of survey. Should site conditions change or if the applicant requires a larger or smaller crossover, then a revised quotation will be calculated and forwarded on request.

The above will remain open for acceptance for a period of 6 months after which it may be subject for revision.

I must inform you however that I shall require 10 working days to incorporate this into my programme, but it is also essential that we obtain statutory undertakers' information therefore works will commence within 6 weeks after the payment has been received.

Should you have any queries on commencement dates or programming of the works, Please contact Mr Sean O'Leary (Contracts Manager) on (01792) 841612.

Regards,

R. A. Knight

5-Receipts and Payments-The current receipts and payments are attached.

Dated this 22nd April,2019

Clerk to the Council

