

AGENDA – FULL COUNCIL 13 JULY 2021

1 - Apologies for Absence

2 - Declarations of Interest

3 - Minutes of the Monthly Meeting held on 8 June 2021

To confirm as a correct record the minutes of the Monthly Meeting held on 8 June 2021.

4 - Clerk's Report

5 - Chair's Report

6 - Annual Accounts 2020/2021

To approve the annual accounts for the year ending 31 March 2021

7 - Annual Audit 2020/21

To approve the annual audit for the year ending 31 March 2021

8 - Financial Report

9 - Committee Restructure

CONSIDER report from One Voice Wales and discussion paper prepared by Cllr Martin O'Neill.

10 - Councillors Individual Fund

PROPOSED that pending agreed procedure, Cllr Marshall be allowed to spend his allocation on benches for the Newton Village Hall.

PROPOSED by Cllr Martin O'Neill Seconded by Cllr Rebecca Fogarty

11 - Appointment of Mallard Chartered Surveyors

PROPOSE that we accept the quotation of £450 from Mallard Chartered Surveyors to negotiate the heads of terms of the licence with the representative of the Ostreme Community Association.

PROPOSED by Cllr Will Thomas Seconded by Cllr Martin O'Neill

12 - Underhill Lease

PROPOSE that:

- i. The advice of our solicitor, that the draft Underhill Lease meets our needs, is accepted
- ii. The council seal shall be applied to the lease by the Clerk and the Chair and Vice Chair sign the document, in accordance with standing order 33.

13 - Draft ground rules/code of conduct

PROPOSE that:

- i. The ground rules be approved
- ii. All councillors are asked to sign up to them.

PROPOSED by Cllr Martin O'Neill Seconded by Cllr Will Thomas

14 - Recommendations by the Environmental Well-being Committee

a - Green Underhill

RECOMMEND that

- i. Our consultant is invited to a meeting with MCC/MCA to discuss the report at a cost of £tbc
- ii. Following the meeting, MCC consultant to produce a costed list of actions to be considered at a cost of £tbc

b - Installation of Bottle Fillers

RECOMMEND that from budget EV1 two bottle fillers are purchased at a cost of £tbc each.

RECOMMEND that from budget EV1 these bottle fillers are installed at the Castle Grounds and in Clyne Gardens at a cost of £ 1,700 and £1,480 respectively.

15 - Questions to the Chair of the Environmental Well-being Committee

16 - Recommendations by the Cultural & Tourism Well-being Committee

a - Outdoor Summer Family Activities

Cllr Rebecca Fogarty, Chair of the Community and Social Well-being Committee is organising a Family Fun Day at Fairwood Park during the

school summer holidays to encourage more use of the park. The Fun Day will be COVID-19 compliant therefore it may be necessary to arrange further events if the numbers attending are restricted. Cllr Fogarty thought that Fun Days could be held in multiple locations across all 4 wards of the Council and has asked whether any funding could be provided for the event from the Community Parties budget held by this Committee.

RECOMMEND that budget CL12 - Community Parties which has a budget of £500 per ward can be used to support Outdoor Summer Family Activities.

b - Small and Medium Grant Processes

The Small and Medium Grants budget is held by the Community and Social Well-being Committee and all grant applications received are reported to that Committee for consideration before a recommendation is made to Council.

The Cultural and Tourism Committee felt that all grants should be reported to the relevant Committee for consideration rather than being centralised under one Committee. It was also felt that the applicant should be asked to identify the relevant Committee in their application.

RECOMMEND that any grant applications received should be reported to the relevant Committee for consideration and recommending action to Council subject to the RFO advising how the existing budget can be disaggregated between the Committees.

17 - Questions to the Chair of the Cultural & Tourism Well-being Committee

18 - Items from the Joint Enabling Committee

a - Proposal to monitor the implementation of the ground rules / code of practice

CONDISDER quote from Alain Thomas Consultancy for £250 per month

b - Staff Training

CONSIDER quote from Alain Thomas to deliver two 2.5-hour training sessions on a *Theory of Change approach to evaluation* at a total cost of £400. Budget: JE9 - Training Courses and Associated Costs

c - Banner Stand

CONSIDER response to refusal of planning permission.

19 - Questions to the Chair of the Joint Enabling Committee

- 20 - Questions to the Chair of the Premises Committee**
- 21 - Questions to the Chair of the Economic Well-being Committee**
- 22 - Questions to the Chair of the Community & Social Well-being Committee**

Minutes of Council Meeting

8 June 2021

MINUTES of the MONTHLY MEETING of MUMBLES COMMUNITY COUNCIL held via Zoom on Tuesday 8 June 2021

Present:

**234.06 Councillors(s)
.2021**

Becca Child
Pam Erasmus
Rebecca Fogarty
Richard Jarvis
Sara Keeton
Rob Marshall

Councillors(s)

Martin O'Neill
Ian Scott
Rebecca Singh
Louise Thomas
Caroline Townsend Jones
Linda Tyler-Lloyd

235.06 Officer in attendance:

Steve Heydon (Clerk)

236.06 Apologies for Absence

Councillor(s) Tim Bull, Gareth Ford, Adam Gilbert, Myles Langstone, Pip Reason & William Thomas

237.06 Declarations of Interest

Carrie Townsend-Jones declared a personal interest in **train** as her sister-in-law is MDT's admin worker.

238.06 Minutes of the Monthly Meeting held on 11 May 2021

RESOLVED to confirm as a correct record the minutes of the Monthly Meeting held on 11 May 2021.

239.06 Minutes of the Special Meeting held on 1 June 2021

RESOLVED to confirm as a correct record the minutes of the Special Meeting held on 1 June 2021.

240.06 Clerk's Report

The Clerk circulated his report with the agenda.

RESOLVED that the report be noted.

241.06 Chair's Report

The Chair read his report to Council.

RESOLVED that the report be noted.

Finance Report

Electronic Payments for Retrospective Approval

			£	£	£
242.06	07/05/21	Reach Publishing – EEO Advert	400.00	80.00	480.00
243.06	07/05/21	One Voice Wales – Committee Structure Review	798.00	0.00	798.00
244.06	07/05/21	Scribe – Annual Subscription	950.00	190.00	1,140.00
245.06	07/05/21	Thomas Parry Design – Banner Stand Site Plan	95.00	19.00	114.00
246.06	07/05/21	Picseli – Multimedia Consultant May 2021	416.67	83.33	500.00
247.06	07/05/21	SA1 Solutions – New IT Kit	9,524.24	1,904.85	11,429.09
248.06	11/05/21	Deborah Sazer – SMUGS Ecology Consultancy	300.00	0.00	300.00
249.06	11/05/21	Steve Heydon – McAfee Annual Subscription	74.99	15.00	89.99
250.06	11/05/21	Peter Lynn – Underhill Legal Fees	3.00	0.00	3.00
251.06	11/05/21	Peter Lynn – Underhill Legal Fees	522.60	104.52	627.12
252.06	11/05/21	Peter Lynn – Underhill Legal Fees	1,366.80	273.36	1,640.16
253.06	11/05/21	Peter Lynn – Underhill Legal Fees	2,170.80	434.16	2,604.96
254.06	11/05/21	SA1 Solutions – IT Support	215.10	43.02	258.12
255.06	11/05/21	Hurley and Davies – Langland Project Manager	200.00	40.00	240.00
256.06	14/05/21	Swansea Council – Pension Contributions April 2021	1,652.65	0.00	1,652.65
257.06	14/05/21	Virgin Media – Broadband and Phone April 2021	74.50	14.90	89.40
258.06	14/05/21	Npower – Electricity West Cross Xmas Tree April 2021	31.14	1.56	32.70
259.06	14/05/21	Madison Bowden-Parry - Reimbursement	13.00	0.00	13.00
260.06	14/05/21	1st Mumbles Scout Group - Grant	6,942.00	0.00	6,942.00
261.06	17/05/21	Cllr Pamela Erasmus – Councillors Remuneration 2020/21	150.00	0.00	150.00

262.06	21/05/21	Barclaycard May 2021 – see below	846.69	0.00	846.69
263.06	25/05/21	Staff Salaries – May 2021	5,062.33	0.00	5,062.33
264.06	25/05/21	Sculpture by the Sea - Grant	2,600.00	0.00	2,600.00
265.06	25/05/21	Goleudy Housing and Support - Grant	996.92	0.00	996.92
266.06	25/05/21	Claire Anderson – Phone May 2021	10.00	0.00	10.00
267.06	25/05/21	Swansea Council – Road Sign	400.00	80.00	480.00
268.06	25/05/21	South Wales Fencing – Castle Road Allotments Grant	2,298.00	0.00	2,298.00
269.06	27/05/21	Swansea Council – Bin Vinyls	1,708.86	341.77	2,050.63
270.06	01/06/21	OCA – Ostreme Rent June 2021	800.00	0.00	800.00
		Total	40,623.29	3,625.47	44,248.76

271.06 Barclaycard Purchases – April 2021 Statement

Apple – iPad Additional Storage	0.79
Trinity Mirror – EEO Advert	480.00
Reach Publishing – Evening Post Subscription	20.54
Creative Cloud – Adobe for EEO	49.94
Catalyst2 Services – Website Hosting	15.59
Knight and Brenchley – Wildlife Turf Machine	114.00
Giff Gaff – RFO Mobile Phone	6.00
Microsoft – Online Services	45.12
Microsoft – Online Services	100.32
Zoom – Monthly Fee	14.39
Total	846.69

272.06 Duplicate Payment

A duplicate payment has been identified for EEO advert which was paid by Barclaycard on 07/04/2021. Reach Publishing also sent in an invoice which was paid on 07/05/2021. The invoice does not indicate that it had already been paid. A refund was requested on 02/06/2021.

273.06	Income	£
	Total	0.0

274.06 Bank Balances at 04/01/2021

		£
	Current Account	13,903.60
	Savings Account	835,718.24
	Total	849,621.84

275.06 Approval of Quotations from our Solicitor

RESOLVED that the following quotations by Peter Lynn & Co. be accepted:

- i. Skate Park Lease - £2,500
- ii. Ostreme Licence £1,000 – £2,000
- iii. Videography - Videographer contract £500– £750
- iv. Videography – Release forms for participants up to £250

276.06 MCC Digital Archive Project Tender

RESOLVED that a Heritage Co-ordinator for the MCC Digital Archive Project Tender be appointed on part time basis (2-days a week over a 6-month period) at a cost of no more than £4,000.

Recommendations by the Community & Social Well-being Committee

277.06 Grant Request from Mumbles Development Trust

Grant Request for £1,000 for preparation of a fundraising bid in respect of producing a Mumbles Railway Trail.

RESOLVED that grant application be approved on the basis that we would like to work in partnership with MDT on the project.

278.06 Grant Request from Newton Athletic FC

Grant request for £2,500 towards club development.

RESOLVED that grant of £2,165 to cover the costs of items requested be approved.

Recommendations by the Environmental Well-being Committee

279.06 Big Skips Proposal – Resident Request

Swansea Council refuse to put skips in because they feel it discourages recycling. Other Town/Community Councils asked expressed similar sentiments.

RESOLVED that we do not provide a big skip.

Meeting Closed at 7.13 pm

Annual internal audit report to:

Name of body:

MUMBLES COMMUNITY COUNCIL

The Council/~~Board/Committee~~'s internal audit, acting independently and on the basis of an assessment of risk, has included carrying out a selective assessment of compliance with relevant procedures and controls expected to be in operation during the financial year ending 31 March 2021.

The internal audit has been carried out in accordance with the Council/~~Board/Committee~~'s needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and the internal audit conclusions on whether, in all significant respects, the following control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of the Council/~~Board/Committee~~.

	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
1. Appropriate books of account have been properly kept throughout the year.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Insert text
2. Financial regulations have been met, payments were supported by invoices, expenditure was approved and VAT was appropriately accounted for.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Insert text
3. The body assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Insert text
4. The annual precept/levy/resource demand requirement resulted from an adequate budgetary process, progress against the budget was regularly monitored, and reserves were appropriate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Insert text
5. Expected income was fully received, based on correct prices, properly recorded and promptly banked, and VAT was appropriately accounted for.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Insert text
6. Petty cash payments were properly supported by receipts, expenditure was approved and VAT appropriately accounted for.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Insert text
7. Salaries to employees and allowances to members were paid in accordance with minuted approvals, and PAYE and NI requirements were properly applied.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Insert text
8. Asset and investment registers were complete, accurate, and properly maintained.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Insert text

	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
9. Periodic and year-end bank account reconciliations were properly carried out.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Insert text
10. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments/income and expenditure), agreed with the cashbook, were supported by an adequate audit trail from underlying records, and where appropriate, debtors and creditors were properly recorded.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Insert text
11. Trust funds (including charitable trusts). The Council/Board/Committee has met its responsibilities as a trustee.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Insert text

For any risk areas identified by the Council/Board/Committee (list any other risk areas below or on separate sheets if needed) adequate controls existed:

	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
12. Insert risk area	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Insert text
13. Insert risk area	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Insert text
14. Insert risk area	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Insert text

* If the response is 'no', please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

** If the response is 'not covered', please state when the most recent internal audit work was done in this area and when it is next planned, or if coverage is not required, internal audit must explain why not.

[My detailed findings and recommendations which I draw to the attention of the Council/Board/Committee are included in my detailed report to the Council/Board/Committee dated 24/06/2021.] * Delete if no report prepared.

Internal audit confirmation

I/we confirm that as the Council's internal auditor, I/we have not been involved in a management or administrative role within the body (including preparation of the accounts) or as a member of the body during the financial years 2019-20 and 2020-21. I also confirm that there are no conflicts of interest surrounding my appointment.

Name of person who carried out the internal audit:	VIVIAN LYN KAWELLYN
Signature of person who carried out the internal audit:	<i>V. L. Kawellyn</i>
Date:	24/06/2021

Lyn Llewellyn Internal Audit Service

Lyndor Bungalow
Oakfield Terrace
Ammanford
Carms
SA18 2NG
Tel: 07582 535 617
E-mail: v_llewellyn@sky.com

The Chairperson
Mumbles Community Council
Walters Crescent
Mumbles
Swansea
SA3 4BB

24th June 2021

Dear Council Chairperson

Internal Audit Report for the year ended 31st March 2021

Purpose of the Audit

The purpose of the audit was to review the financial propriety and governance arrangements of the Council in accordance with proper practices as set out in the One Voice Wales/Society of Local Council Clerks' publication "Governance and Accountability for Local Councils in Wales – A Practitioners' Guide" (2019 Edition).

Main Findings

Apart from two exceptions, the control objectives tested proved to be satisfactory and these should be brought to the attention of your Council. My conclusions are reflected in the internal auditor's report on pages 6 and 7 of the 2020/21 Annual Return and are based inter alia on tests conducted by me. The two exceptions are mentioned and highlighted in red on the schedule attached.

Audit Opinion

Assurance can be expressed in the governance arrangements and the financial statement of Mumbles Community Council for the financial year 2020/21. However, it is recommended that the Council should undertake a review, during the current financial year, of its system of internal control and the outcome should be considered by members and duly minuted – see pages 37 to 43 of the Practitioners' Guide attached.

Acknowledgements

I would like to take this opportunity to thank your RFO, Mr Paul Beynon, for his help and co-operation during the completion of the internal audit.

I attach my invoice for your kind attention in due course.

Yours sincerely



Lyn Llewellyn
Internal Auditor

Name of Council: Mumbles Community Council

Financial Year: 2020/21

Internal Control / Testing carried out by Internal Audit confirmed the following:

Proper bookkeeping

Cashbook maintained and up to date.
Cashbook arithmetic correct.
Cashbook regularly balanced.

Standing Orders and Financial regulations adopted and applied

Council formally adopted standing orders and financial regulations.
A Responsible Financial Officer is in post.
Items or services above the de minimis amount have been competitively purchased.

Payments Controls

Payments in the cashbooks are supported by invoices, authorised and minuted.
VAT on payments have been identified, recorded and have been reclaimed.
S137 expenditure separately recorded and within statutory limits.

Risk Management Arrangements

Review of the minutes does not identify any unusual financial activity.
A review of the risk assessment was not undertaken in 2020/21.
Insurance cover appropriate and adequate.

Budgetary Controls

Council has prepared an annual budget in support of its precept.
Actual expenditure against the budget regularly reported to the council.
There are no significant unexplained variances from budget.

Income Controls

Income is properly recorded and promptly banked.
The precept recorded agrees to the Council Tax authority's notification and to bankings.
Security controls over cash and near-cash is adequate and effective.

Petty Cash Procedures

There are no Petty Cash Procedures - All sundry expenditure paid for by the Clerk is reimbursed to him on a regularly basis subject to the production of supporting VAT invoices/receipts.

Payroll Controls

All members of staff have a contract of employment with clear terms and conditions.

The Clerk's contract should be amended to reflect the appointment of a Responsible Financial Officer.

Salary paid agrees with that approved by the council.

Other payments to employee and members reasonable and approved by the council.

PAYE/NIC has been properly operated by the council as an employer.

Assets Controls

The council maintains a register of all material assets owned or in its care.

The assets register is up to date.

Bank Reconciliation

Bank reconciliation prepared for each account.

Bank reconciliation carried out regularly and in a timely fashion.

There are no unexplained balancing entries in any reconciliation.

Year-end procedures

Year- end accounts prepared on the correct accounting basis – Income and Expenditure.

Accounts agree with cashbook.

There is an audit trail from underlying financial records to the accounts.

Signed



V L Llewellyn

Internal Auditor

Date 24/06/2021

Finance Report

13 July 2021

1 - Electronic Payments for Retrospective Approval

	£	£	£
03/06/21 Staff Salary – May 2021	1,227.47	0.00	1,227.47
21/06/21 Barclaycard – June 2021 see below	486.82	0.00	486.82
23/06/21 Npower – Electricity West Cross Xmas Tree May 2021	32.14	1.61	33.75
23/06/21 Virgin Media – Broadband and Phone May 2021	73.50	14.70	88.20
23/06/21 Urban Foundry – Sea Defence Consultation	900.00	180.00	1,080.00
23/06/21 Picseli – Multimedia Consultant June 2021	416.67	83.33	500.00
23/06/21 HMRC – Amended Payroll Deductions Mth 12	60.00	0.00	60.00
23/06/21 HMRC – Payroll Deductions Mth 2	1,342.82	0.00	1,342.82
23/06/21 HMRC – Payroll Deductions Mth 3	797.99	0.00	797.99
23/06/21 Paul Beynon – Stationery Re- imbursement	30.83	6.17	37.00
23/06/21 Swansea Council – Pension Contributions May 2021	1,941.16	0.00	1,941.16
23/06/21 Atkins Accountants – Annual Returns 2020/21	81.50	16.30	97.80
24/06/21 All Saints Church – Ostreme Rent	3,750.00	0.00	3,750.00
25/06/21 Staff Salaries – June 2021	4,901.92	0.00	4,901.92
01/07/21 OCA – Ostreme Rent July 2021	800.00	0.00	800.00
Total	16,842.83	302.11	17,144.93

Barclaycard Purchases – June 2021 Statement

Apple – iPad Additional Storage	0.79
Reach Publishing – Evening Post Subscription	20.54
Amazon – Printer Cartridges for RFO	25.52
Creative Cloud – Adobe for EEO	49.94
Catalyst2 Services – Website Hosting	15.59
Amazon Prime - Refund	-7.99
Giff Gaff – RFO Mobile Phone	6.00
Microsoft – Online Services	191.76
Microsoft – Online Services	100.32
Zoom – Monthly Fee	14.39
JW Plant – NHS Day Flags	69.96

Total **486.82**

2- Income	£
Total	0.00

3 – Bank Balances at 08/07/2021

	£
Current Account	21,047.39
Savings Account	810,725.17

Total **831,772.56**

4 - Budget Monitoring 2021/22

No budget monitoring reports can be produced at the moment due to the possibility for the Council's committee structure to change. A change to the chart of accounts on the Scribe accounting package can be made at the start of the financial year but it is very difficult to implement part way through a financial year.

As soon as a decision is made regarding the committee structure, any changes required can be input into Scribe along with the budget and transactions to date in 2021/22 with budget monitoring reports then being produced monthly.

Discussion Paper on MCC Committee Structure

General:

There are overlaps in committee structure which in all practicality we will probably not be able to remove completely but hopefully by reducing the number of committees this can be addressed to an extent.

As per the OVW recommendations and following discussion at committee level it is suggested that the committees are reduced to four key central committees

- Economic and Well-being committee
- Social and Well-being committee
- Cultural and tourism wellbeing Committee
- Environmental and well-being committee

There will continue to be a personal committee, but this will be an ad hoc committee which will meet as and when required to address personal matters. Calling these meetings will be at the discretion of the Chair and the Clerk.

The council will strive to ensure that all committees reflect the political make up of the Council.

All committees will have a maximum of seven members (?)

Chairs of committees:

Chairs of individual committees will be elected by full council.

All chairs of committees will undergo training in chairing skills within two months of accepting the role, failure to do so will forfeit the chair.

Council will seek to ensure that the chairs of the committees reflect the political make up of the council.

Chairs of committees will meet prior to each full council meeting. This group will have no specific responsibility other than to co-ordinate and plan business at full council

Meetings

All key committees, including full council will meet a minimum of ten times per year.

Task and finish and project groups.

The council will seek to establish specific task and finish/ project groups which will draw expertise from across the council and committees to concentrate on delivering specific projects. Ultimately these groups will be responsible to full council but can also report back to appropriate committees.

Subject: RE: The Ostreme centre Mumbles
Date: Thursday, 24 June 2021 at 11:19:28 British Summer Time
From: Lynne
To: Mumbles Community Council
Attachments: image001.png, image002.jpg

Good morning

Thank you for your e.mail.

Our fee quote is £450 plus VAT.

We look forward to hearing from you.

Kind regards
Lynne

Lynne Totterdale
Mallard (Wales) Ltd

Telephone: 01554 777007

Please click on the following link www.mallard-properties.co.uk to visit our new website.

"We grow our business by referrals. If you have any colleagues, clients, or associates who would benefit from talking to us about matters relating to properties (surveying, selling, letting etc) then please feel free to contact us.

Thank you"

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From: Mumbles Community Council <council@mumbles.gov.uk>

Sent: 22 June 2021 17:22

To: Lynne <Lynne@mallard-properties.co.uk>

Subject: The Ostreme centre Mumbles

Hi Lynne

As you will recall, Rhodri acted for us in negotiations with the Church in respect of the lease we now have in place with them.

It is now time to negotiate with Ostreme Community Association with regards to the licence we will giving them to run the Ostreme.

Can you please provide a quote for Rhodri to negotiate on our behalf?

Many thanks

Steve

[Information and Data Protection Policy](#)
[Information and Data Protection Policy](#)

From: Chris Tymanowski <Chris@plandp.co.uk>
Date: Tuesday, 6 July 2021 at 17:34
To: Clerk <council@mumbles.gov.uk>
Subject: Underhill Park - Agreement for Lease and Underlease

Hi Steve

I attach the final form agreed documents for this matter (for reference only) and comment as follows on the same:

Further to the Grant Agreement ("GA") being entered into in March 2021 it was a pre-condition of funding that the parties entered into a new agreement for lease ("AFL") substantively in the same format as the old agreement for lease ("Old AFL") amended only to accommodate the new structure of lease to MCC and sub-lease to MCA (on completion of the Project works).

As you are aware Mumbles Community Association ("MCA") did not want the revised structure with the lease stating, 'due to the extra burden of admin involved'. In the GA it was agreed that the only 'consent' required from MCC would be for a change to the Development Plan. Without repeating the background on 'consent', it was agreed that MCC did not want involvement in the day to day management of the Project or the site but wanted to be kept 'aware of what was happening' and wanted 'control' over the reversion of the site. As such the following points were agreed to achieve this and included in the attached documents (assuming completion of the project and grant of both leases):

- MCA have their day to day landlord and tenant relationship primarily with CCS subject to below.
- If MCA want to change the development plan they need the consent of MCC.
- If MCA want to assign the sub-lease, they need the consent of MCC.
- Any other formal or other consent under the underlease, MCA must apply to CCS.
- CCS will enter into a side letter with MCC at the same time as we exchange on the new AFL. The side letter provides that for any consent applied for by MCA, CCS must give you written notice and a copy of the application and shall not grant any consent for at least 14 days after MCA have been notified. This will allow MCC to discuss in a premises meeting and make representations to CCS if required.
- In the event MCA propose to surrender the sub-lease, CCS must notify you and obtain your consent which will be implied if not provided within 14 days. The purpose being to allow you to request an assignment of the sub-lease until another management body is found to manage Underhill where the underlease could be assigned to them.
- The side letter also provides that if the works are completed but MCA do not enter into the sub-lease, CCS will grant the underlease to MCC to hold (as above) until a new managing body is identified to take the sub-lease on.
- Other than these changes the underlease and lease are substantively in the form of the lease annexed to the Old AFL.

As such I can confirm that all of the points we have discussed and agreed are included in the documents.

The only point to raise is that in the last few days CCS added into the side letter that if MCA do not complete the works MCC would step in and complete them. This is a huge point and was entirely inappropriate to drop in at the last minute. CCS confirm they agreed to drop this but stated that if the project was not completed and / or MCA disappeared, CCS would not step in to finish the works. This is ultimately a risk that was always there under the Old AFL structure or new AFL structure (so

no change). As the majority of the funds come from MCA and lottery funding there are restrictions and accountability on spend, so you will be kept informed of progress and expenditure on at least a monthly basis.

To conclude, I confirm the documents are in the form that has been agreed, and it is in the interest of MCC to enter into the New AFL.

If you need anything further, or any wording above tweaked for your record, please let me know?

Kind regards

Chris Tymanowski
Partner

Email – chris@plandp.co.uk

Peter Lynn & Partners Solicitors

Langdon House, Langdon Road, SA1 Waterfront, Swansea SA1 8QY
Tel: 01792 450010 - Mob: 07799 641131 - Fax: 01792 462881

Dated _____ 2021

**THE COUNCIL OF THE CITY
AND COUNTY OF SWANSEA**

-to-

MUMBLES COMMUNITY COUNCIL

LEASE

relating to
Land at Underhill Park, Mumbles
in the City and County of Swansea

THIS LEASE is made this day of 2021

BETWEEN

- (1) **THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA** of Civic Centre, Oystermouth Rd, Maritime Quarter, Swansea SA1 3SN ("the Landlord") which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created; and
- (2) **MUMBLES COMMUNITY COUNCIL** of Minor Hall, Ostreme Centre, Mumbles, Swansea SA3 4BA ("the Tenant").

1 DEFINITIONS AND INTERPRETATION

In this Lease:

- 1.1 "The Plan" means the plan annexed to this Lease.
- 1.2 "The Property" means the piece or parcel of land situate and being known as Land at Underhill Park Mumbles Swansea shown edged red on the Plan including the existing pavilion and storage area together with any buildings or structures erected or to be erected on the Property but excluding the Additional Land.
- 1.3 "The Additional Land" means the land used as a children's play area and shown edged blue on the Plan.
- 1.4 "the Maintained Boundary" means that part of the structures, trees, plants and hedges (including the ground) that are situated along or directly adjacent to the Property boundary and are in existence at the date hereof (as evidenced by the Photographic Schedule at Part IV of the Schedule to this lease) or are recorded by the Landlord to have been constructed or planted by the Landlord at a later date.
- 1.5 "The Term" means one hundred and twenty five years from and including the [] day of [] 20[]
- 1.6 "The Rent" means the sum of one peppercorn per year (if demanded).
- 1.7 "The Sports Facilities" means the pitches and facilities set out in Part III of the Schedule.
- 1.9 Where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons.
- 1.10 The clause headings do not form part of this Lease and shall not be taken into account its construction or interpretation.

Deleted: £1.00

NOW THIS LEASE WITNESSETH as follows:-

IN consideration of the covenants and conditions on the part of the Tenant hereinafter reserved and contained, the Landlord hereby demises unto the Tenant the Property **TOGETHER** with the rights specified in Part I of the Schedule to this lease hereto but except and reserving the rights specified in Part II **TO HOLD** the Property (except and reserved as aforesaid) unto the Tenant from and including the [] for the term of one hundred and twenty five years (hereinafter called "the Term") Yielding and Paying to the Landlord the Rent (if demanded) without any deduction in advance on the first day of January in every year.

2 TENANT'S COVENANTS

The Tenant for itself and its assigns and to the intent that the obligations may continue throughout the Term hereby covenants with the Landlord as follows that is to say:-

2.1 Rent

To pay the Rent of one peppercorn, per year (if demanded).

Deleted: £1

2.2 Outgoings

2.2.1 To pay all existing and future taxes, assessments and outgoings whether parliamentary, local or otherwise now or hereafter imposed or charged upon the Property.

2.2.2 To pay to the suppliers and indemnify the Landlord against all charges for electricity, water, gas, telecommunications and other services consumed or used at or in relation to the Property including meter rents and standing charges and to comply with the lawful requirements and regulations of their respective suppliers.

2.3 Repair

2.3.1 From time to time and at all times during the Term hereby granted (whether the Landlord shall or shall not have served notice requiring the Tenant so to do) to keep the Property in good tenantable repair, and good decorative order and to maintain any landscaping works on the Property in good order, condition and properly tended and cultivated in the interest of good husbandry to the satisfaction of the Landlord (acting reasonably) and in so doing to keep in no worse condition than evidenced by the Photographic Schedule at Part IV of the Schedule to this lease PROVIDED THAT the Tenant shall be under no obligation to repair cleanse and maintain the Maintained Boundary

- 2.3.2 To maintain, prepare and repair all grassed playing surfaces and other grassed covered areas of the Property PROVIDED THAT the Tenant shall give the Landlord the right of first refusal to carry out the work referred to in this clause the terms of which must be acceptable to the tenant (acting reasonably) failing which the Tenant may appoint an alternative contractor of its choosing to carry out the said work.
- 2.3.3 To keep the Property clean and tidy and clear of all rubbish.
- 2.3.4 Not to deposit any waste, rubbish or refuse on the Property.
- 2.3.5 not bring, keep, store, stack or lay out upon the Property any materials, equipment, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item which is or may become untidy, unclean, unsightly or in any way detrimental to the Property or the area generally, cut down or injure any trees, plants, bushes or hedges (unless dead, dying or dangerous) or remove from the Property any soil, clay, sand or other materials, unless otherwise agreed by the landlord acting reasonably.

2.4 Alterations

Not to make any excavations save in accordance with a scheme first approved by the Landlord nor construct any building or structure or fence on the Property without the Landlords prior written consent (not to be unreasonably withheld or delayed) PROVIDED THAT each party shall bear its own costs in relation to any application by the Tenant for consent pursuant to this clause.

2.5 Access for Landlord

- 2.5.1 To permit the Landlord and its agents and surveyors with or without workmen and others at all reasonable times upon reasonable prior written notice to enter upon the Property and every part thereof to examine the state and condition of the same and thereupon the Landlord may serve upon the Tenant notice in writing specifying any repairs, maintenance or redecoration or landscaping works necessary to be done by the Tenant under the covenants herein contained and require the Tenant forthwith to execute the same and if the Tenant shall not within three calendar months after the service of such notice proceed diligently with the execution of such repairs or maintenance or landscaping works then to permit the Landlord, its surveyors, agents and all necessary workmen to enter upon the Property and execute such repairs, maintenance or redecoration or landscaping works and the cost thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action.
- 2.5.2 To permit the Landlord, its agents, surveyors, any undertenants and all necessary workmen and appliances at all reasonable times to

enter upon the Property to execute any works which otherwise cannot be conveniently executed to cleanse drains, carry out repairs alterations and rebuilding on and to inspect the condition of any adjoining Property now or hereafter belonging to the Landlord or to do any of the said things the Landlord making good all damage occasioned to the Tenant by its entry.

- 2.5.3 To permit the Landlord, its agents, surveyors and all necessary workmen and appliances at all reasonable times to enter upon the Property to execute any works required to fulfil its obligations to maintain the Maintained Boundary set out under clauses 2.3.1 and 3.2 of this lease the Landlord making good all damage occasioned to the Tenant by its entry.

2.6 Insure and Rebuild

- 2.6.1 To insure forthwith and keep insured the Property and fixtures against loss or damage by fire flood and other risks and special perils normally insured under a comprehensive policy for a property of the same nature as the Property in a sum to be approved in writing from time to time by the Landlord sufficient to cover the cost of completely reinstating the Property with architects and surveyors fees and against damage or destruction by accident to the full reinstatement value thereof such insurance to be in the joint names of the Landlord and the Tenant in some insurance office or with insurance underwriters to be approved by the Landlord and to pay all premiums necessary for the above purposes and when so required to produce to the Landlord the policy or several policies such insurance and the receipts for the current years premium and in case of destruction of or damage to any part of the Property from any cause covered by any such insurance then and as often as the same shall happen to secure that all moneys payable by virtue of such insurance shall with all convenient speed be laid out and applied in rebuilding repairing and otherwise reinstating the same in accordance with plans and specifications previously approved in writing by the Landlord and that until such moneys shall be so laid out and applied as aforesaid the same shall be deposited in a bank nominated by the Landlord in the joint names of the Landlord and the Tenant to be released with the authority of the Landlord's Surveyor against the Tenant's architects' or surveyors certificates as the works of reinstatement proceed and in case such insurance moneys shall be insufficient for the purpose to make up any deficiency out of its own moneys Provided always that if the Tenant shall fail to make and maintain any such insurance as aforesaid the Landlord may from time to time at its discretion effect and keep on foot such insurance and the Tenant will on demand repay to the Landlord all sums of money expended by it for that purpose Provided also that in lieu of the insurance herein provided for the Landlord may from time to time by writing under the hand of the Surveyor agree to accept such alternative security for the

reinstatement of damage caused by any of the risks herein mentioned as it may think fit such agreement to operate for so long only as may be specified at the time and in any case to become void on any subsequent assignment or devolution of the Tenants interest under this lease.

- 2.6.2 To insure itself and all its members and all its lawful visitors against all claims arising from the use of the Property authorised hereby or for any negligence or default (including any breach or non-observance of any of the terms of this Lease however expressed or implied) in connection with the use authorised hereby or rights granted with the Property or any activity thereon (whether authorised or not) so as fully to satisfy all claims for which the Tenants or other persons as aforesaid may be liable and on demand to produce the policy and the last receipt to the Landlord and to secure that the interest of the Landlord is endorsed on the policy.

2.6.3 Avoidance of insurance

Not to do or permit or suffer to be done upon the Property or any part thereof anything which may render any of the said policy or policies of insurance void or voidable.

2.7 Dealings

- 2.7.1 Not to assign or underlet or otherwise part with possession of the whole of the Property without the Landlords consent (such consent not to be unreasonably withheld or delayed).
- 2.7.2 Not to assign part only of the Property.
- 2.7.3 Not without the written consent of the Landlord to underlet part only of the Property (such consent not to be unreasonably withheld or delayed) provided such sublease excludes the provisions of Section 24-28 of the 1954 Act from the letting created by the sublease.

2.8 Use

- 2.8.1 To retain the grounds of the Property as a public park by at least ensuring that the park is freely accessible for use by the public during daylight hours unless otherwise agreed by the landlord, such agreement not to be unreasonably withheld or delayed PROVIDED THAT each party shall bear their own costs in relation to any application pursuant to this requirement.
- 2.8.2 To retain the Sports Facilities, unless otherwise agreed with the Landlord, such agreement not to be unreasonably withheld or delayed PROVIDED THAT each party shall bear its own costs in

relation to any application by the Tenant for consent pursuant to this clause.

- 2.8.3 Not to discharge into any of the pipes or sewers serving the Property any oil, grease or other deleterious matter or any substance which might be or become a source of danger or injury.
- 2.8.4 Not to store or bring on to the Property any articles or substances of specially combustible inflammable or dangerous nature.
- 2.8.5 Not to allow the Property to be used for any illegal or immoral purposes or allow any conduct likely to cause a nuisance to customers or the owners and occupiers of any adjoining or nearby property.
- 2.8.6 Not to allow any person to reside or sleep on the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.
- 2.8.7 To conduct the business carried out on the Property or to procure that the same is conducted in a lawful, proper and orderly manner with such staff as shall be necessary to supervise the conduct of all persons in or about the Property from time to time and establish and preserve the good character of the Property with the public.
- 2.8.8 Not, without the consent of the Landlord, to fix to or exhibit or display anywhere on the Property, any placard, sign, notice, fascia board or advertisement other than such placards, signs etc. that are exhibited to further the Tenant's Charitable Activities.
- 2.8.9 To comply in all respects with the requirements of any statutes and any other obligations imposed by law or by any byelaws (including any recommendations of any competent authority in relation to the compliance with health and safety regulations), applicable to the Property or the use to which the Property is being put.
- 2.8.10 Not to permit or suffer any sales by auction to be held on the Property.
- 2.8.11 Not to do or permit or suffer anything to be done in or upon the Property or any part of it which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or the owner or tenants or occupiers of any neighbouring land or buildings.

2.9 Statutory Requirements

To conform in all respects during the Term with the provisions of any general or local Act of Parliament and any Order or Regulations made thereunder

now or hereafter affecting the Property and to comply with such provisions notwithstanding that the same may not be binding on or enforceable against property belonging to a local authority And at all times hereafter to indemnify and keep indemnified the Landlord against all actions, proceedings, costs, expenses, claims and demands in respect of any contravention of the said provisions or any of them.

2.10 Encroachments or new easements

Not to permit any encroachment upon the Property or the acquisition of any new right to light, passage, drainage, or other easement over upon or under the Property and to give notice to the Landlord of any threatened encroachment or attempt to acquire any such easement known to the Tenant.

2.11 Town and Country Planning

Not to do or omit or suffer to be done or omitted any act, matter or thing in, on or respecting the Property or any of them required to be omitted or done by the Town and Country Planning Acts or which shall contravene the provisions of the said Acts or any of them and at all times hereafter to indemnify and keep indemnified the Landlord against all actions proceedings costs expenses claims and demands in respect of any such matter or thing contravening the said provisions of the said Acts or any of them and at all times hereafter to indemnify and keep indemnified the Landlord against all actions, proceedings, costs, expenses, claims and demands in respect of any such matter or thing contravening the said provisions of the said Acts or any of them as aforesaid.

2.12 Notices from Competent Authorities

2.12.1 Upon receipt of any notice, order, direction, or other thing, from a competent authority affecting or likely to affect the Property whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any underlessee or other person whatsoever the Tenant will so far as such notice, order, direction or other thing of the Act, regulations or other instrument under and by virtue of which it is issued or the provisions hereof require it to do so comply therewith at its own expense and will forthwith deliver to the Landlord a copy of such notice order direction or other thing.

2.12.2 Notwithstanding but without prejudice to the provisions of paragraph 2.13.1 hereof within seven days of the receipt of notice of the same by the Tenant to give full particulars to the Landlord of any notice or order or proposal for a notice or an order given issued or made to the Tenant by a planning authority under or by virtue of the Town and Country Planning Acts and if so required by the Landlord also without delay to take all reasonable or necessary steps to comply with any such notice or order and also at the request of the Landlord to make or join with the Landlord in making such objection

or objections or representation or representations against or in respect of any proposal for such a notice or order as the Landlord shall deem expedient.

2.13 Costs

To pay to the Landlord all reasonable costs, charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Landlord in any proceedings issued by the Landlord under Section 146 of the Law of Property Act 1925 and incidental to the preparation and service of all notices and schedules relating to wants or repair to the Property and whether served during or after the expiration or sooner determination of the Term (but relating in all cases to such wants of repair as had accrued no later than the expiration or sooner determination as aforesaid).

2.14 Indemnity

To keep the Landlord indemnified against all damage, loss and injury suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, or by those invited by the Tenant to use the Property.

2.15 Status of Tenant

To notify the Landlord in writing within a reasonable time of first knowledge if the Tenant is to cease to exist as a legal entity and in the event that the Tenant shall cease to exist as a legal entity it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the rights of action of the Landlord in respect of any breach of the covenants on the part of the Tenant herein contained.

2.16 Yield up

At the determination of the Term to yield up to the Landlord the Property and all additions thereto and all landlords fittings and fixtures therein in good and substantial repair in accordance with the covenants by the Tenant herein contained.

3 LANDLORD'S COVENANTS

3.1 Peaceful Enjoyment

The Landlord hereby covenants with the Tenant that the Tenant paying the rent hereinbefore reserved and performing and observing the covenants and conditions and agreements on the part of the Tenant herein contained shall peaceably hold and enjoy the Property for the Term without any interruption by the Landlord or any person lawfully claiming by title paramount or through under or in trust for it.

3.2 Maintain Boundary

The Landlord covenants to repair, cleanse and maintain the Maintained Boundary and keep it in good order, condition and properly tended and cultivated in the interests of good husbandry to the satisfaction of the Tenant, acting reasonably.

4 **PROVISO AND DECLARATIONS**

4.1 If the rent hereby reserved or any part thereof shall be unpaid for 22 days after becoming payable (provided that it has been formally demanded) or if any covenant on the part of the Tenant herein contained shall not be performed or observed or if the Tenant ceases to exist as a legal entity then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the Landlord and thereupon this demise shall absolutely determine but without prejudice to the rights of action of the Landlord in respect of any breach of the covenants on the part of the Tenant herein contained.

4.2 Development of adjoining Landlord land

Nothing herein contained or implied shall impose or be deemed to impose any restriction on the use of any land or buildings of the Landlord not comprised in this lease or give the Tenant the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant condition or stipulation entered into by any lessee or tenant of the Landlord in respect of property not comprised in this lease or shall operate to prevent or restrict in any way the development of any land comprised in this lease or shall confer on the Tenant any estate or interest in the soil of the road or roads or footpaths adjacent to the Property.

4.3 Disputes between adjoining lessees

Any dispute arising as between the Tenant and the lessees tenants or occupiers of adjoining or neighbouring property belonging to the Landlord as to the boundaries of the Property or as to the nature and extent of any easement right or privilege in favour of or affecting the Property or the adjoining or neighbouring property shall either be decided by the Landlord whose decision shall be binding upon all parties to the dispute or be settled in such manner as the Landlord shall direct and the parties to this lease do not intend that any of its terms shall be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act, 1999.

4.4 Demand or acceptance of rent

It is hereby agreed by the Landlord and the Tenant that notwithstanding the acceptance of or demand for rent by the Landlord or its agents with knowledge of a breach of any of the covenants on the part of the Tenant herein contained the Landlord's right to forfeit this lease on the ground of

such breach shall remain in force and the Tenant shall not in any proceedings for forfeiture be entitled to rely upon any such acceptance or demand as aforesaid as a defence.

4.5 Effect of Waiver

Each of the Tenant's covenants shall remain in full force both at law and in equity notwithstanding that the Landlord shall have waived or released temporarily any such covenant or waived or released temporarily or permanently, revocably or irrevocably a similar covenant or similar covenants affecting other adjoining or neighbouring Property belonging to the Landlord.

4.6 Exclusion of Warranty as to Use

Nothing in this lease or in any consent by the Landlord under this lease is to imply or warrant that the Property may lawfully be used under the Planning Acts.

4.7 Representations

The Tenant acknowledges that this lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation set out in this lease.

4.8 Service of notices

It is hereby agreed and declared that any notice under this lease shall be in writing. Any notice to the Tenant shall be sufficiently served on the Tenant if sent by post to its registered office or any address notified to the Landlord by the Tenant (or if left addressed to it on the Property) and any notice to the Landlord shall be sufficiently served if delivered to or sent by post to the Head of Estates of the Landlord and any notice sent by post shall be deemed to have been given seventy-two hours after the time of posting the same.

4.9 Landlord's statutory powers

For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Landlord's rights powers duties and obligations in the exercise of its functions as a local authority under public and private statutes byelaws orders and regulations which maybe as fully and effectually exercised in relation to the Property as if the Landlord were not the owner of the freehold reversion of the Property and as if this lease had not been executed by it.

5 **FORFEITURE**

If the Landlord has reason to believe that the activities being carried on at the Property are not being operated legally or that any of the covenants on the part of

the Tenant herein contained shall not be performed or observed it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the rights of action of the Landlord in respect of any breach of the covenants on the part of the Tenant herein contained and provided that the Tenant has been given at least 28 days prior written notice in which to remedy the breach complained of.

6 DISPUTE RESOLUTION

- 6.1 SUBJECT to any provisions contained in this Lease which provide for any dispute or difference to be settled by the Landlord or as the Landlord shall appoint any difference or matter in dispute which shall arise between the parties hereto or their respective representatives touching their respective rights duties or liabilities under this Agreement shall be determined by an independent surveyor acting as an expert and not as an arbitrator ("an Expert") to be agreed upon by the parties hereto or failing agreement to be named by the President for the time being of the Royal Institution of Chartered Surveyors ("the President") or his deputy or any person appointed by him to make appointments on his behalf.
- 6.2 The fees and expenses of an expert including the cost of his appointment are to be borne equally by the Landlord and the Tenant unless he directs otherwise which he may do if he considers it reasonable to do so having regard to the conduct of the parties during the course of the dispute in question and if either the Landlord or the Tenant pays all an expert's fees and expenses he may recover one half or the amount directed by an expert from the other.
- 6.3 An Expert must afford to the Landlord and the Tenant a reasonable opportunity to make representations to him and also a reasonable opportunity to comment on any representations made by the other.
- 6.4 If the Expert dies delays or becomes unwilling or unable to act or if for any reason the President in his absolute discretion thinks fit the President may in writing discharge the Expert and appoint another in his place.

7 NON-FETTERING

Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Landowner in the exercise of its functions as a local authority and the rights, powers, duties and obligations of the Landowner under all statutes, byelaws, orders and regulations may be as fully and effectually exercised in relation to the Site and the Development as if the Landowner were not the owner of the Site and this Agreement had not been executed by it.

8 NEW LEASE

This lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act, 1995.

9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties to this Lease confirm that they do not intend any of its terms to be enforceable by any person other than the Landlord.

10 PARAGRAPH HEADING

The paragraph headings do not form part of this lease and shall not be taken into account in its construction or interpretation.

11 ADDITIONAL LAND

11.1 The Tenant may at any time during the Term serve a written notice upon the Landlord confirming that they require the Council to grant a lease of the Additional Land PROVIDED THAT whilst the underlease to Mumbles Community Association subsists they shall only do so in the event that Mumbles Community Association have first served such a notice on the Tenant.

11.2 Upon receipt of a notice from the Tenant under clause 11.1 of this lease the Landlord shall, as soon as reasonably practical, surrender this lease and regrant the same to the Tenant to include the Additional Land within the demise ('the New Lease').

11.3 The New Lease shall be on exactly the same terms and be for a term of years commensurate with The Term of this lease.

IN WITNESS whereof this instrument has been executed in two parts as a deed by the Landlord and the Tenant the day and year first before written.

THE SCHEDULE

**PART 1
RIGHTS GRANTED TO THE TENANT**

1. The free and uninterrupted passage and running of water soil gas electricity and other services in common with the Landlord and other tenants of the Landlord and all other persons entitled thereto to and from the Property through and along the appropriate conduits pipes drains channels watercourses sewers wires and cables which are now or may hereafter during the period of eighty years from the date

hereof be constructed over or under the adjoining Property for the service of the Property.

2. The right (so far as maybe necessary and so far as the Landlord has power to grant such right) to enter on any open and unbuilt upon adjoining or neighbouring land of the Landlord at such times for such purposes and subject to such reasonable conditions as may be authorised in writing by the Landlord or as may be agreed between the parties concerned for the purpose of repairing cleansing maintaining and mending the walls and any other parts of the Property including the road paths ways sewer drains gutter watercourses and pipes serving the Demised Remises the Tenant making good any damage thereby occasioned to such property to the satisfaction of the Landlord.

PART II EXCEPTIONS AND RESERVATIONS

Excepting and Reserving to the Landlord and its successors in title the owner for the time being of any adjoining or neighbouring Property and all other persons authorised by the Landlord:

1. The full and uninterrupted passage and running of water soil gas electricity and all other matters from and to all other buildings Property and land whether belonging to the Landlord or not through and along all conduits pipes drains channels watercourses sewers wires and cables which are now or may hereafter during the period or eighty years from the date hereof be in over or under the Property.
2. The right to connect to and use all the drains sewers water gas and electric mains pipes and cables now or hereafter to be provided in or over the Property for the benefit of the adjoining or adjacent lands or the Landlord or its predecessors in title or their respective successors in title and any buildings now or hereafter erected thereon for the passage of sewage water gas electricity and other services from and to the same.
3. The right together with all other persons and or authorities to enter upon the Property and to construct therein and thereunder drains sewers water gas and electric mains pipes and cables and all other services from any other part of the said adjoining or adjacent lands and Property subject to the persons exercising such rights making good at their own expense any damage caused to the Property.
4. All mines and minerals whatsoever in under or upon the Property or any part thereof with all rights of entry and other necessary rights liberties and powers of working raising landing stacking converting and carrying away the same or any adjacent mines and minerals.
5. Full right liberty and authority at any time or times during the Term to erect rebuild or alter any buildings or erections facing adjoining or near to the Property to any extent and in any manner they may think fit notwithstanding that the buildings so erected rebuilt or altered may obstruct or interfere with any rights of light or air for

the time being appertaining to or enjoyed with the Property or any part thereof or any buildings for the time being thereon

6. All roads footpaths and grass verges abutting or which shall hereafter abut upon the Property.

**PART III
SPORTS FACILITIES**

1 grass cricket square

2 rugby pitches

3 soccer pitches

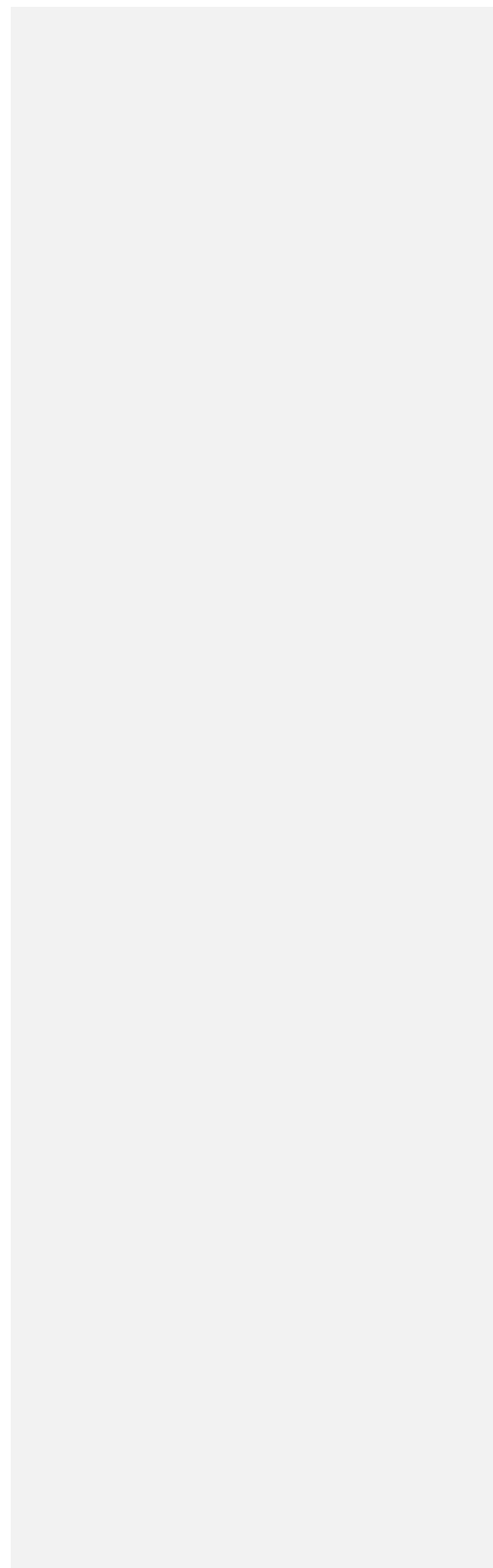
The Pavilion shown edged green on the Plan

**PART IV
PHOTOGRAPHIC SCHEDULE**

SIGNED as a Deed by
THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA
(but not delivered until the date hereof) acting
by its duly authorised signatories

Solicitor to the Council/
Authorised Signatory

SIGNED as a Deed by
MUMBLES COMMUNITY COUNCIL
acting by



Dated

20[]

MUMBLES COMMUNITY COUNCIL

-to-

MUMBLES COMMUNITY ASSOCIATION

UNDERLEASE

relating to
Land at Underhill Park, Mumbles
in the City and County of Swansea

THIS LEASE is made this _____ day of _____ 20[]

BETWEEN

(1) MUMBLES COMMUNITY COUNCIL of Minor Hall, Ostreme Centre, Mumbles, Swansea SA3 4BA ("the Landlord")

and

(2) MUMBLES COMMUNITY ASSOCIATION (Registered Charity No. 1164553) of 8, Riversdale Road, West Cross, Swansea SA3 5PU aforesaid ("the Tenant").

BACKGROUND

(A) The Landlord is entitled to possession of the Property under the Superior Lease.

(B) The Landlord has agreed to grant an underlease of the Property to the Tenant on the terms set out in this underlease.

1 DEFINITIONS AND INTERPRETATION

In this Lease:

- 1.1 "Tenant's Charitable Activities" means providing and improving the sporting and recreational facilities within Underhill Park and the educational and social welfare of the local community without distinction of sex, sexual orientation, age, disability, nationality, race or of political, religious or other opinions.
- 1.2 "The Plan" means the plan annexed to this Lease.
- 1.3 "The Property" means the piece or parcel of land situate and being known as Land at Underhill Park Mumbles Swansea shown edged red on the Plan including the existing pavilion and storage area together with any buildings or structures erected or to be erected on the Property but excluding the Additional Land.
- 1.4 "The Additional Land" means the land used as a children's play area and shown edged blue on the Plan.
- 1.5 "the Maintained Boundary" means that part of the structures, trees, plants and hedges (including the ground) that are situated along or directly adjacent to the Property boundary and are in existence at the date hereof (as evidenced by the Photographic Schedule at Part IV of the Schedule to this lease) or are recorded by the Superior Landlord to have been constructed or planted by the Superior Landlord at a later date.
- 1.6 "The Term" means one hundred and twenty five years less 3 days from and including the [] day of [] 20[]

- 1.7 “The Rent” means the sum of one peppercorn per year (if demanded).
- 1.8 “The Sports Facilities” means the pitches and facilities set out in Part III of the Schedule.
- 1.9 “Superior Lease” means a lease dated [] and made between (1) The Council of the City and County of Swansea and (2) Mumbles Community Council including any deed, licence, consent, approval and other instrument supplemental or collateral to it.
- 1.10 “Superior Lease Rent”: the annual rent payable by the Superior Landlord pursuant to the Superior Lease.
- 1.11 “Superior Landlord” means the landlord for the time being of the Superior Lease.
- 1.12 “Superior Landlord’s Covenants” means the obligations in the Superior Lease to be observed by the Superior Landlord.
- 1.13 ‘Grant Agreement’ an agreement dated 5 March 2021 and made between (1) Mumbles Community Council and (2) Mumbles Community Association.
- 1.14 ‘Development Plan’ the plan annexed to the Grant Agreement.
- 1.15 Where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons.
- 1.16 The clause headings do not form part of this Lease and shall not be taken into account its construction or interpretation.

NOW THIS LEASE WITNESSETH as follows:-

IN consideration of the covenants and conditions on the part of the Tenant hereinafter reserved and contained, the Superior Landlord hereby demises unto the Tenant the Property **TOGETHER** with the rights specified in Part I of the Schedule to this lease hereto but except and reserving the rights specified in Part II **TO HOLD** the Property (except and reserved as aforesaid) unto the Tenant from and including the [] for the term of one hundred and twenty five years less 3 days (hereinafter called “the Term”) Yielding and Paying to the Superior Landlord the Rent (if demanded) without any deduction in advance on the first day of January in every year.

2 TENANT'S COVENANTS

The Tenant for itself and its assigns and to the intent that the obligations may continue throughout the Term hereby covenants with the Landlord and/or the Superior Landlord as the case may be as follows:-

2.1 Rent

To pay to the Landlord the Rent of one peppercorn per year (if demanded).

2.2 Outgoings

2.2.1 To pay all existing and future taxes, assessments and outgoings whether parliamentary, local or otherwise now or hereafter imposed or charged upon the Property.

2.2.2 To pay to the suppliers and indemnify the Landlord against all charges for electricity, water, gas, telecommunications and other services consumed or used at or in relation to the Property including meter rents and standing charges and to comply with the lawful requirements and regulations of their respective suppliers.

2.3 Repair

2.3.1 From time to time and at all times during the Term hereby granted (whether the Superior Landlord shall or shall not have served notice requiring the Tenant so to do) to keep the Property in good tenantable repair, and good decorative order and to maintain any landscaping works on the Property in good order, condition and properly tended and cultivated in the interest of good husbandry to the satisfaction of the Superior Landlord (acting reasonably) and in so doing to keep in no worse condition than evidenced by the Photographic Schedule at Part IV of the Schedule to this lease PROVIDED THAT the Tenant shall be under no obligation to repair cleanse and maintain the Maintained Boundary.

2.3.2 To maintain, prepare and repair all grassed playing surfaces and other grassed covered areas of the Property PROVIDED THAT the Tenant shall give the Superior Landlord the right of first refusal to carry out the work referred to in this clause the terms of which must be acceptable to the tenant (acting reasonably) failing which the Tenant may appoint an alternative contractor of its choosing to carry out the said work.

2.3.3 To keep the Property clean and tidy and clear of all rubbish.

2.3.4 Not to deposit any waste, rubbish or refuse on the Property.

2.3.5 Not bring, keep, store, stack or lay out upon the Property any materials, equipment, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item which is or may become untidy, unclean, unsightly or in any way detrimental to the Property or the area generally, cut down or injure any trees, plants, bushes or hedges (unless dead, dying or dangerous) or remove from the Property any soil, clay, sand or other materials, unless otherwise agreed by the Superior Landlord acting reasonably.

2.4 Alterations

2.4.1 Not to make any excavations save in accordance with a scheme first approved by the Superior Landlord nor construct any building or structure or fence on the Property without the Superior Landlord's prior written consent (not to be unreasonably withheld or delayed) PROVIDED THAT each party shall bear its own costs in relation to any application by the Tenant for consent pursuant to this clause.

2.4.2 In the event that any future development of the Property by the Tenant is to be materially different from the Development Plan the Landlord's consent shall be required (such consent not to be unreasonably withheld or delayed).

2.5 Access for Superior Landlord

2.5.1 To permit the Superior Landlord and its agents and surveyors with or without workmen and others at all reasonable times upon reasonable prior written notice to enter upon the Property and every part thereof to examine the state and condition of the same and thereupon the Superior Landlord may serve upon the Tenant notice in writing specifying any repairs, maintenance or redecoration or landscaping works necessary to be done by the Tenant under the covenants herein contained and require the Tenant forthwith to execute the same and if the Tenant shall not within three calendar months after the service of such notice proceed diligently with the execution of such repairs or maintenance or landscaping works then to permit the Superior Landlord, its surveyors, agents and all necessary workmen to enter upon the Property and execute such repairs, maintenance or redecoration or landscaping works and the cost thereof shall be a debt due from the Tenant to the Superior Landlord and be forthwith recoverable by action.

2.5.2 To permit the Superior Landlord, its agents, surveyors, any undertenants and all necessary workmen and appliances at all reasonable times to enter upon the Property to execute any works which otherwise cannot be conveniently executed to cleanse drains, carry out repairs alterations and rebuilding on and to inspect the condition of any adjoining Property now or hereafter belonging to the

Superior Landlord or to do any of the said things the Superior Landlord making good all damage occasioned to the Tenant by its entry.

- 2.5.3 To permit the Superior Landlord, its agents, surveyors and all necessary workmen and appliances at all reasonable times to enter upon the Property to execute any works required to fulfil its obligations to maintain the Maintained Boundary set out under clauses 2.3.1 and 3.2 of this lease the Superior Landlord making good all damage occasioned to the Tenant by its entry.

2.6 Insure and Rebuild

- 2.6.1 To insure forthwith and keep insured the Property (save in circumstances where the Tenant has underlet the Property to a wholly owned subsidiary of the Tenant whereupon that subsidiary shall insure in the same terms as this clause 2.6)and fixtures against loss or damage by fire flood and other risks and special perils normally insured under a comprehensive policy for a property of the same nature as the Property in a sum to be approved in writing from time to time by the Superior Landlord sufficient to cover the cost of completely reinstating the Property with architects and surveyors fees and against damage or destruction by accident to the full reinstatement value thereof such insurance to be in the joint names of the Superior Landlord and the Tenant in some insurance office or with insurance underwriters to be approved by the Superior Landlord and to pay all premiums necessary for the above purposes and when so required to produce to the Superior Landlord the policy or several policies such insurance and the receipts for the current years premium and in case of destruction of or damage to any part of the Property from any cause covered by any such insurance then and as often as the same shall happen to secure that all moneys payable by virtue of such insurance shall with all convenient speed be laid out and applied in rebuilding repairing and otherwise reinstating the same in accordance with plans and specifications previously approved in writing by the Superior Landlord and that until such moneys shall be so laid out and applied as aforesaid the same shall be deposited in a bank nominated by the Superior Landlord in the joint names of the Superior Landlord and the Tenant to be released with the authority of the Superior Landlord's Surveyor against the Tenant's architects' or surveyors certificates as the works of reinstatement proceed and in case such insurance moneys shall be insufficient for the purpose to make up any deficiency out of its own moneys Provided always that if the Tenant shall fail to make and maintain any such insurance as aforesaid the Superior Landlord may from time to time at its discretion effect and keep on foot such insurance and the Tenant will on demand repay to the Superior Landlord all sums of money expended by it for that purpose Provided also that in lieu of the insurance herein provided for the Superior Landlord may from time to time by writing under the hand

of the Surveyor agree to accept such alternative security for the reinstatement of damage caused by any of the risks herein mentioned as it may think fit such agreement to operate for so long only as may be specified at the time and in any case to become void on any subsequent assignment or devolution of the Tenants interest under this lease.

2.6.2 To insure itself and all its members and all its lawful visitors against all claims arising from the use of the Property authorised hereby or for any negligence or default (including any breach or non-observance of any of the terms of this Lease however expressed or implied) in connection with the use authorised hereby or rights granted with the Property or any activity thereon (whether authorised or not) so as fully to satisfy all claims for which the Tenants or other persons as aforesaid may be liable and on demand to produce the policy and the last receipt to the Superior Landlord and to secure that the interest of the Superior Landlord is endorsed on the policy.

2.6.3 Avoidance of insurance

Not to do or permit or suffer to be done upon the Property or any part thereof anything which may render any of the said policy or policies of insurance void or voidable.

2.7 Dealings

2.7.1 Not to assign or otherwise part with possession of the whole of the Property without the Landlords consent (such consent not to be unreasonably withheld or delayed) PROVIDED THAT in granting its consent the Landlord shall not require the Tenant to enter into an authorised guarantee agreement.

2.7.2 Not to assign part only of the Property.

2.7.3 Not to underlet of the whole of the Property without the Landlords written consent (such consent not to be unreasonably withheld or delayed) PROVIDED THAT no such consent shall be necessary in the event that the Tenant wishes to underlet the whole of the Property to a wholly owned subsidiary.

2.7.3 Not without the written consent of the Superior Landlord to underlet part only of the Property (such consent not to be unreasonably withheld or delayed) provided such sublease excludes the provisions of Section 24-28 of the 1954 Act from the letting created by the sublease and that the sub-tenant covenants to comply with all superior leases and further provided that no such consent shall be necessary in the event that the Tenant wishes to underlet part of the Property to a wholly owned subsidiary nor in circumstances when that wholly owned subsidiary underlets that part of the Property comprising the café to a third party.

2.8 Use

- 2.8.1 To retain the grounds of the Property as a public park by at least ensuring that the park is freely accessible for use by the public during daylight hours unless otherwise agreed by the Superior Landlord such agreement not to be unreasonably withheld or delayed PROVIDED THAT each party shall bear their own costs in relation to any application pursuant to this requirement.
- 2.8.2 To only use the property in the furtherance of the Tenant's charitable activities (without prejudice to clause 2.8.1).
- 2.8.3 To retain the Sports Facilities, unless otherwise agreed with the Superior Landlord, such agreement not to be unreasonably withheld or delayed PROVIDED THAT each party shall bear its own costs in relation to any application by the Tenant for consent pursuant to this clause.
- 2.8.4 Not to discharge into any of the pipes or sewers serving the Property any oil, grease or other deleterious matter or any substance which might be or become a source of danger or injury.
- 2.8.5 Not to store or bring on to the Property any articles or substances of specially combustible inflammable or dangerous nature.
- 2.8.6 Not to allow the Property to be used for any illegal or immoral purposes or allow any conduct likely to cause a nuisance to customers or the owners and occupiers of any adjoining or nearby property.
- 2.8.7 Not to allow any person to reside or sleep on the Property without the Superior Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.
- 2.8.8 To conduct the business carried out on the Property or to procure that the same is conducted in a lawful, proper and orderly manner with such staff as shall be necessary to supervise the conduct of all persons in or about the Property from time to time and establish and preserve the good character of the Property with the public.
- 2.8.9 Not, without the consent of the Superior Landlord, to fix to or exhibit or display anywhere on the Property, any placard, sign, notice, fascia board or advertisement other than such placards, signs etc. that are exhibited to further the Tenant's Charitable Activities.

- 2.8.10 To comply in all respects with the requirements of any statutes and any other obligations imposed by law or by any byelaws (including any recommendations of any competent authority in relation to the compliance with health and safety regulations), applicable to the Property or the use to which the Property is being put.
- 2.8.11 Not to permit or suffer any sales by auction to be held on the Property save for auctions held pursuant to the Tenants Charitable Activities.
- 2.8.12 Not to do or permit or suffer anything to be done in or upon the Property or any part of it which may be or become a nuisance or annoyance or cause damage or inconvenience to the Superior Landlord or the owner or tenants or occupiers of any neighbouring land or buildings.
- 2.8.13 To keep the Superior Landlord informed from time to time of the full names and addresses of the Officers of the Mumbles Community Association.

2.9 Statutory Requirements

To conform in all respects during the Term with the provisions of any general or local Act of Parliament and any Order or Regulations made thereunder now or hereafter affecting the Property and to comply with such provisions notwithstanding that the same may not be binding on or enforceable against property belonging to a local authority And at all times hereafter to indemnify and keep indemnified the Superior Landlord against all actions, proceedings, costs, expenses, claims and demands in respect of any contravention of the said provisions or any of them.

2.10 Encroachments or new easements

Not to permit any encroachment upon the Property or the acquisition of any new right to light, passage, drainage, or other easement over upon or under the Property and to give notice to the Superior Landlord of any threatened encroachment or attempt to acquire any such easement known to the Tenant.

2.11 Town and Country Planning

Not to do or omit or suffer to be done or omitted any act, matter or thing in, on or respecting the Property or any of them required to be omitted or done by the Town and Country Planning Acts or which shall contravene the provisions of the said Acts or any of them and at all times hereafter to indemnify and keep indemnified the Superior Landlord against all actions proceedings costs expenses claims and demands in respect of any such matter or thing contravening the said provisions of the said Acts or any of them and at all times hereafter to indemnify and keep indemnified the Superior Landlord against all actions, proceedings, costs, expenses, claims

and demands in respect of any such matter or thing contravening the said provisions of the said Acts or any of them as aforesaid.

2.12 Notices from Competent Authorities

2.12.1 Upon receipt of any notice, order, direction, or other thing, from a competent authority affecting or likely to affect the Property whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any underlessee or other person whatsoever the Tenant will so far as such notice, order, direction or other thing of the Act, regulations or other instrument under and by virtue of which it is issued or the provisions hereof require it to do so comply therewith at its own expense and will forthwith deliver to the Superior Landlord a copy of such notice order direction or other thing.

2.12.2 Notwithstanding but without prejudice to the provisions of paragraph 2.13.1 hereof within seven days of the receipt of notice of the same by the Tenant to give full particulars to the Superior Landlord of any notice or order or proposal for a notice or an order given issued or made to the Tenant by a planning authority under or by virtue of the Town and Country Planning Acts and if so required by the Superior Landlord also without delay to take all reasonable or necessary steps to comply with any such notice or order and also at the request of the Superior Landlord to make or join with the Superior Landlord in making such objection or objections or representation or representations against or in respect of any proposal for such a notice or order as the Superior Landlord shall deem expedient.

2.13 Costs

To pay to the Superior Landlord all reasonable costs, charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Superior Landlord in any proceedings issued by the Superior Landlord under Section 146 of the Law of Property Act 1925 and incidental to the preparation and service of all notices and schedules relating to wants or repair to the Property and whether served during or after the expiration or sooner determination of the Term (but relating in all cases to such wants of repair as had accrued no later than the expiration or sooner determination as aforesaid).

2.14 Reinvestment of Surplus Funds

2.14.1 The Tenant covenants with the Superior Landlord to invest any surplus funds it has in furthering its Charitable Activities.

2.14.2 In the event that the Superior Landlord (acting reasonably) becomes or is made aware, that the Tenant may not complying with its obligations pursuant to clause 2.14.1 the Tenant shall within 28 days of receipt of a written request from the Superior Landlord provide a copy of their accounts.

2.15 Indemnity

To keep the Landlord and Superior Landlord indemnified against all damage, loss and injury suffered or incurred by the Landlord or Superior Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, or by those invited by the Tenant to use the Property.

2.16 Status of Tenant

To notify the Landlord and the Superior Landlord in writing within a reasonable time of first knowledge if the Tenant is to cease to exist as a legal entity and in the event that the Tenant shall cease to exist as a legal entity it shall be lawful for the Superior Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the rights of action of the Superior Landlord in respect of any breach of the covenants on the part of the Tenant herein contained.

2.17 Yield up

At the determination of the Term to yield up the Property and all additions thereto in good and substantial repair in accordance with the covenants by the Tenant herein contained.

2.18 Superior Lease

The Tenant must observe and perform the tenant covenants in the Superior Lease (to the extent that they relate to the Property) except that this obligation shall not apply to the covenants to pay the rents reserved by the Superior Lease.

3 LANDLORD'S COVENANTS

3.1 Peaceful Enjoyment

The Landlord hereby covenants with the Tenant that the Tenant shall peaceably hold and enjoy the Property for the Term without any interruption by the Landlord or any person lawfully claiming by title paramount or through under or in trust for it.

3.2 Maintain Boundary.

The Landlord covenants with the Tenant that it shall upon receipt of a written request from the Tenant to use reasonable endeavours to procure that the

Superior Landlord repairs, cleanses and maintains the Maintained Boundary and keep it in good order, condition and properly tended and cultivated in the interests of good husbandry to the satisfaction of the Tenant, acting reasonably.

3.3 Superior Lease Obligations

3.3.1 The Landlord must pay the rents reserved by the Superior Lease and perform the tenant covenants in the Superior Lease so far as the Tenant is not liable for such performance under the terms of this lease.

3.3.2 The Landlord must use reasonable endeavours to procure that the Superior Landlord complies with the Superior Landlord's Covenants while the Superior Lease subsists

4 PROVISO AND DECLARATIONS

4.1 If the rent hereby reserved or any part thereof shall be unpaid for 22 days after becoming payable (provided that it has been formally demanded) or if any covenant on the part of the Tenant herein contained shall not be performed or observed provided that the Tenant has been given at least 28 days prior written notice in which to remedy the breach complained of or if the Tenant ceases to exist as a legal entity then and in any of the said cases it shall be lawful for the Superior Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the Superior Landlord and thereupon this demise shall absolutely determine but without prejudice to the rights of action of the Superior Landlord in respect of any breach of the covenants on the part of the Tenant herein contained PROVIDED THAT the Superior Landlord shall not re-enter under this clause without the consent of the Landlord (not to be unreasonably withheld or delayed) and such consent shall be deemed to have been given in the event that the Landlord does not issue its consent within 14 days of receipt of a request for consent.

4.2 Development of adjoining Superior Landlord land

Nothing herein contained or implied shall impose or be deemed to impose any restriction on the use of any land or buildings of the Superior Landlord not comprised in this lease or give the Tenant the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant condition or stipulation entered into by any lessee or tenant of the Superior Landlord in respect of property not comprised in this lease or shall operate to prevent or restrict in any way the development of any land comprised in this lease or shall confer on the Tenant any estate or interest in the soil of the road or roads or footpaths adjacent to the Property.

4.3 Disputes between adjoining lessees

Any dispute arising as between the Tenant and the lessees tenants or occupiers of adjoining or neighbouring property belonging to the Superior

Landlord as to the boundaries of the Property or as to the nature and extent of any easement right or privilege in favour of or affecting the Property or the adjoining or neighbouring property shall either be decided by the Superior Landlord whose decision shall be binding upon all parties to the dispute or be settled in such manner as the Superior Landlord shall direct and the parties to this lease do not intend that any of its terms shall be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

4.4 Demand or acceptance of rent

It is hereby agreed by the Superior Landlord and the Tenant that notwithstanding the acceptance of or demand for rent by the Superior Landlord or its agents with knowledge of a breach of any of the covenants on the part of the Tenant herein contained the Superior Landlord's right to forfeit this lease on the ground of such breach shall remain in force and the Tenant shall not in any proceedings for forfeiture be entitled to rely upon any such acceptance or demand as aforesaid as a defence.

4.5 Effect of Waiver

Each of the Tenant's covenants shall remain in full force both at law and in equity notwithstanding that the Superior Landlord shall have waived or released temporarily any such covenant or waived or released temporarily or permanently, revocably or irrevocably a similar covenant or similar covenants affecting other adjoining or neighbouring Property belonging to the Superior Landlord.

4.6 Exclusion of Warranty as to Use

Nothing in this lease or in any consent by the Superior Landlord under this lease is to imply or warrant that the Property may lawfully be used under the Planning Acts.

4.7 Representations

The Tenant acknowledges that this lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation set out in this lease.

4.8 Service of notices

It is hereby agreed and declared that any notice under this lease shall be in writing. Any notice to the Tenant shall be sufficiently served on the Tenant if sent by post to its registered office or any address notified to the Landlord and the Superior Landlord by the Tenant and any notice to the Landlord and the Superior Landlord shall be sufficiently served if delivered to or sent by post to the registered office address of the Landlord and to the Head of Estates of the Superior Landlord and any notice sent by post shall be

deemed to have been given seventy-two hours after the time of posting the same.

4.9 Superior Landlord's and Landlord's statutory powers

For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Landlord or Superior Landlord's rights powers duties and obligations in the exercise of its functions as a community council or local authority respectively under public and private statutes byelaws orders and regulations which maybe as fully and effectually exercised in relation to the Property as if the Superior Landlord were not the owner of the freehold reversion of the Property, the Landlord were not the owner of the Superior Lease, and as if this lease had not be executed by it.

5 FORFEITURE

If the Superior Landlord has reason to believe that the activities being carried on at the Property are not being operated legally or that any of the covenants on the part of the Tenant herein contained shall not be performed or observed it shall be lawful for the Superior Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the rights of action of the Superior Landlord in respect of any breach of the covenants on the part of the Tenant herein contained and provided that the Tenant has been given at least 28 days prior written notice in which to remedy the breach complained of FURTHER PROVIDED THAT the Superior Landlord shall not re-enter under this clause without the consent of the Landlord (not to be unreasonably withheld or delayed) and such consent shall be deemed to have been given in the event that the Landlord does not issue its consent within 14 days of receipt of a request for consent.

6 DISPUTE RESOLUTION

6.1 SUBJECT to any provisions contained in this Lease which provide for any dispute or difference to be settled by the Superior Landlord or as the Superior Landlord shall appoint any difference or matter in dispute which shall arise between the parties hereto or their respective representatives touching their respective rights duties or liabilities under this Agreement shall be determined by an independent surveyor acting as an expert and not as an arbitrator ("an Expert") to be agreed upon by the parties hereto or failing agreement to be named by the President for the time being of the Royal Institution of Chartered Surveyors ("the President") or his deputy or any person appointed by him to make appointments on his behalf.

6.2 The fees and expenses of an expert including the cost of his appointment are to be borne equally by the Superior Landlord and the Tenant unless he directs otherwise which he may do if he considers it reasonable to do so having regard to the conduct of the parties during the course of the dispute in question and if either the Superior Landlord or the Tenant pays all an expert's fees and expenses he may recover one half or the amount directed by an expert from the other.

6.3 An Expert must afford to the Superior Landlord and the Tenant a reasonable opportunity to make representations to him and also a reasonable opportunity to comment on any representations made by the other.

6.4 If the Expert dies delays or becomes unwilling or unable to act or if for any reason the President in his absolute discretion thinks fit the President may in writing discharge the Expert and appoint another in his place.

7 NON-FETTERING

Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Landlord or Superior Landlord in the exercise of its functions as a local authority, or community council, and the rights, powers, duties and obligations of the Superior Landlord and Landlord under all statutes, byelaws, orders and regulations may be as fully and effectually exercised in relation to the Site and the Development as if the Superior Landlord were not the owner of the Site and the Landlord had no interest in the Superior Lease and this Agreement had not been executed by it.

8 NEW LEASE

This lease is a new tenancy for the purposes of the Superior Landlord and Tenant (Covenants) Act, 1995.

9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties to this Lease confirm that they do not intend any of its terms to be enforceable by any person other than the Landlord.

10 PARAGRAPH HEADING

The paragraph headings do not form part of this lease and shall not be taken into account in its construction or interpretation.

11 ADDITIONAL LAND

11.1 The Tenant may at any time during the Term serve a written notice upon the Landlord confirming that they require the Superior Landlord to grant a lease of the Additional Land.

11.2 Upon receipt of a notice from the Tenant under clause 11.1 of this lease the Landlord shall, as soon as reasonably practical serve notice on the Superior Landlord pursuant to clause 11.1 of the Superior Lease and thereafter, the Superior Lease and this lease shall be surrendered both shall be re-granted to include the Additional Land within the demise ('the New Leases').

11.3 The New Leases shall otherwise be on exactly the same terms and be for a term of years commensurate with the Term of this lease and the Superior Lease respectively.

IN WITNESS whereof this instrument has been executed in two parts as a deed by the Landlord and the Tenant the day and year first before written.

THE SCHEDULE

PART 1 RIGHTS GRANTED TO THE TENANT

1. The free and uninterrupted passage and running of water soil gas electricity and other services in common with the Superior Landlord and other tenants of the Superior Landlord and all other persons entitled thereto to and from the Property through and along the appropriate conduits pipes drains channels watercourses sewers wires and cables which are now or may hereafter be constructed over or under the adjoining Property for the service of the Property.
2. The right (so far as maybe necessary and so far as the Superior Landlord has power to grant such right) to enter on any open and unbuilt upon adjoining or neighbouring land of the Superior Landlord at such times for such purposes and subject to such reasonable conditions as may be authorised in writing by the Superior Landlord or as may be agreed between the parties concerned for the purpose of repairing cleansing maintaining and mending the walls and any other parts of the Property including the road paths ways sewer drains gutter watercourses and pipes serving the Property the Tenant making good any damage thereby occasioned to such property to the satisfaction of the Superior Landlord.

PART II EXCEPTIONS AND RESERVATIONS

Excepting and Reserving to the Superior Landlord and its successors in title the owner for the time being of any adjoining or neighbouring Property and all other persons authorised by the Superior Landlord:

1. The full and uninterrupted passage and running of water soil gas electricity and all other matters from and to all other buildings Property and land whether belonging to the Superior Landlord or not through and along all conduits pipes drains channels watercourses sewers wires and cables which are now or may hereafter during the period or eighty years from the date hereof be in over or under the Property.

2. The right to connect to and use all the drains sewers water gas and electric mains pipes and cables now or hereafter to be provided in or over the Property for the benefit of the adjoining or adjacent lands or the Superior Landlord or its predecessors in title or their respective successors in title and any buildings now or hereafter erected thereon for the passage of sewage water gas electricity and other services from and to the same.
3. The right together with all other persons and or authorities to enter upon the Property and to construct therein and thereunder drains sewers water gas and electric mains pipes and cables and all other services from any other part of the said adjoining or adjacent lands and Property subject to the persons exercising such rights making good at their own expense any damage caused to the Property.
4. All mines and minerals whatsoever in under or upon the Property or any part thereof with all rights of entry and other necessary rights liberties and powers of working raising landing stacking converting and carrying away the same or any adjacent mines and minerals.
5. Full right liberty and authority at any time or times during the Term to erect rebuild or alter any buildings or erections facing adjoining or near to the Property to any extent and in any manner they may think fit notwithstanding that the buildings so erected rebuilt or altered may obstruct or interfere with any rights of light or air for the time being appertaining to or enjoyed with the Property or any part thereof or any buildings for the time being thereon
6. All roads footpaths and grass verges abutting or which shall hereafter abut upon the Property.

PART III SPORTS FACILITIES

1 grass cricket square

2 rugby pitches

3 soccer pitches

The Pavilion shown edged green on the Plan

PART IV PHOTOGRAPHIC SCHEDULE

SIGNED as a Deed by
MUMBLES COMMUNITY COUNCIL

Acting by:

SIGNED as a Deed by
MUMBLES COMMUNITY ASSOCIATION
acting by its duly authorised signatories

Trustee

Trustee

[ON HEADED NOTE PAPER OF [PARTY NAME]]

[ADDRESSEE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear Sirs,

Underhill Park Mumbles, Swansea (“the Property”) agreement for lease and underlease (“AFL”) from The Council of the City and County of Swansea (“CCS”) to Mumbles Community Council (“MCC”) and simultaneous Underlease from MCC to Mumbles Community Association (“MCA”)

1. Agreement

- 1.1 We refer to the FL between CCS, MCC and MCA dated _____ 2021 (“**Agreement**”).
- 1.2 The Agreement provides for a Project (as defined in the AFL) to be undertaken at the Property and on completion of the Project a lease of the Property is to be granted from CCS to MCC (“**Lease**”), and simultaneously a Underlease of the Property granted from MCC to MCA (“**Underlease**”).
- 1.3 Under the Underlease MCA are not obliged to obtain the ‘consent’ of MCC (as their landlord) for anything other than: a change to the Development Plan (as described and annexed to the Underlease contained in the third Schedule of the AFL); or an assignment.
- 1.4 The purpose of this side letter is to agree a process where MCC is informed by CCS on **any** ‘consent’ applied for by MCA, to CCS, under the Underlease.
- 1.5 In consideration of our respective obligations under this letter, we agree as follows:
 - (a) For any consent applied for by MCA to CCS, CCS shall notify MCC of the consent applied for as soon as reasonably practicable;
 - (b) CCS shall not grant any consent to MCA under the Underlease without first having informed MCC in accordance with this Agreement;
 - (c) CCS shall not issue any consent for at least 14 days after notice has been received by MCC under (a) above;
 - (d) Where any consent is subsequently granted, CCS shall provide notice of the same to MCC as soon as reasonably practicable after the consent is granted; and
 - (e) In the event that MCA do not enter into the Underlease (for any reason) as required by the AFL, and complete Project, CCS shall grant the Lease to MCC, who shall in turn grant the Underlease to an appropriate undertenant once they have been identified and agreed by CCC (such consent not to be unreasonably withheld or delayed). Until the Underlease is granted, MCC shall manage the Property as if they were the Undertenant.

2. Intention to be bound

The parties intend this letter to be legally binding.

3. Third party rights

No one other than a party to this letter, their successors and permitted assignees, shall have any right to enforce any of its terms.

4. Governing law

This letter and all disputes or claims (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.

5. 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 letter or its subject matter or formation.

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully,

.....

On behalf of MCC

We hereby acknowledge receipt and accept the contents of this letter

Signed

With all relevant authority on behalf of CCS

Date

<p>Draft ground rules/code of conduct</p> <p>Before and after meetings</p> <p>1. Once a decision has been taken by the Council then all members should respect it, for example no-one should make public statements that undermine the agreed decision.</p> <p>2. Chairs and Vice Chairs of Council and Committees should work together to share the workload and help ensure Vice Chairs are able to step in for Chairs if needed.</p> <p>3. An annual briefing should be held for Chairs and Vice Chairs of Council and Committees to affirm the role of a meeting Chair and the purpose of this code of conduct.</p> <p>4. The Chair and Vice Chair of Council and committees should meet with the Clerk/RFO before each meeting and assign times for each agenda item to establish a broad timetable for the meeting.</p> <p>5. The Chair and Vice Chair should agree whether the Vice Chair should take the Chair for any particular items</p>	<p>Source: feedback from discussion in pairs</p> <p>1. Deliberate misinformation. Spreading misinformation outside a meeting that undermines agreed decisions of the council</p> <p>2. Strengthened role of vice chair to be able to share the load of each committees work</p> <p>3. After the Chairs of committees have been elected hold an annual Chair's meeting for a reminder of role of Chair</p> <p>4.we felt a clear time limit should be set on agenda items. Some are complex and will clearly take circa 15 minutes, others need only 2-3 minutes so....Chair and vice chair of each committee to meet with clerk and assign times which</p>
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on an agenda (for example see 2 above and 8 below).

During a meeting

6. To help with timekeeping the Chair should assess the level of consensus which exists by asking for someone to propose a motion and open the debate, followed by someone to oppose the motion and also speak. Should no-one wish to oppose a motion it should be possible to approve it and move on to the next item relatively quickly.

7. The prime role of the Chair is to facilitate debate. The Chair should therefore focus on enabling all members to contribute. It is also understood that the Chair will have views on issues that are being discussed and they should be able to present these. They should do this in a way which is in line with this code of conduct. They should also make clear when they are temporarily acting as a participant rather than as Chair for example by saying "I am just going to step away from the role of Chair to make a contribution".

8. If a Chair holds particularly strong views on an issue they should consider asking the Vice Chair to take over to enable the Chair to participate fully in the discussion.

6. I have been in meetings where 20 minutes have been spent discussing an item that is then passed unanimously.

One way perhaps to avoid this is rule could be:

The Chair to ask for proposal of the motion to be followed by someone speaking against the motion and so on.

7 & 8. Chair to avoid dominating and closing down debate

7 & 8. unbiased Chair to be a conduit of debate before expressing their own views

7.& 8 conduit for debate - just going to step away from role of Chairf

<p>9. It is the responsibility of all members but especially the Chair to value and recognise everyone's contribution to a discussion. The Chair should encourage quieter members to contribute (without putting them on the spot), and prevent anyone from dominating proceedings.</p> <p>10. Members should support the Chair to manage meetings effectively in line with this code.</p> <p>11. Members should take a reasonable amount of time to express their views in the context of the total time available for discussion and the number of other people who may wish to contribute.</p> <p>12. Members should not to speak for too long or too often so that everyone who wants to contribute to a discussion is able to do so.</p> <p>13. Members should not interrupt someone else when they are speaking, even if they have heard the argument before, for example in a committee meeting.</p> <p>14. If a member has already contributed to a discussion they should allow others who wish to speak and have not yet contributed to do so before contributing again.</p>	<p>9..... recognise the contribution of all 9. Quieter members of the group disengage when it is dominated by certain individuals which undermines group dynamics 9. we felt that one person to dominate was the issue that most disenfranchised other members who then switched off</p> <p>9 & 10 Underlying theme was collective responsibility. Personal attacks: All councillors should support the abused person by not condoning abusive behaviour.</p> <p>10. Councillors must support the Chair when they are managing - or trying to! - the meeting.</p> <p>11. Allowing people to speak</p> <p>12. Allow people sufficient time to express views</p> <p>13. Allowing people to speak without interruption 13. Don't dismiss or interrupt if you've heard the argument put before, say in a committee meeting.</p> <p>14.plus to avoid dominance: Just because you have an opinion it doesn't mean you have to express it. Give others a chance to speak.</p>
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<p>15. Members should show unconditional regard for each other. The Council brings together people who represent different areas and who may have different priorities, robust discussion is therefore to be expected. However, members should focus debate on issues and they should use constructive language. They should not make comments, use a tone of voice, or communicate in other ways which could be interpreted as dismissive of another person's contribution or as a personal criticism.</p> <p>16. Criticism of a view (not of a person), or challenge is also an integral part of healthy scrutiny and debate, but this needs to be balanced with underlying respect for the effort that everyone is putting in and always expressed in a respectful way; for example by verbally recognising the contribution of other speakers; "I appreciate that X has put some thought into this, but I have reservations because" ... or, "thanks to Y for raising that point, I take a different view"</p> <p>17. Whenever possible councillors should raise issues with committee chairs outside of a public forum. When a councillor feels it is necessary to ask questions of a committee chair in a public forum the question must be submitted in writing at least three clear days before the meeting in question to allow the chair/officers to prepare a response. Only the councillor asking the question and the committee chair</p>	<p>15. unconditional regard in meetings</p> <p>15. share focus across the all of the priorities and geographical areas under the responsibility of the council</p> <p>15: avoid personal criticism and use constructive rather than dismissive language</p> <p>16. Allowing people to challenge and put a different view forward</p> <p>16: respect others: criticism needs to be balanced with underlying respect for the effort that everyone is putting in</p> <p>16. verbally recognise the contribution of other speakers e.g. I appreciate that X has put sme thought into this, but I have reservations because... or, 'thanks to Y for raising that point, I take a different view'</p> <p>17. Suggestion from the Clerk and RFO</p>
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shall take part in discussion about the question or the response in the meeting.

LSV Water Ltd
 1 Cedar Court
 Tregof Village
 Swansea Vale
 Swansea
 S Wales
 SA7 0NG
 info@lsvwater.co.uk
 https://www.lsvwater.co.uk
 VAT Registration No.: 348969726



Estimate

ADDRESS

Swansea Council
 Accounts Payable
 Swansea Council
 Po Box 535
 Civic Centre
 Swansea
 SA19DT

ESTIMATE NO. 1186
DATE 23/06/2021

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Services	*OYSTERMOUTH CASTLE	1	0.00	0.00
		<p>OPTION NUMBER 1</p> <p>Plumbing team to attend site , take a cold water feed from existing services in side of the toilet block , run new 15mm copper pipe work approx 7 m and terminate to external wall fitting isolation valve and cap end to allow for council to finish install of a drinking fountain . Option one cost -£550+vat</p>			
		<p>OPTION NUMBER 2</p> <p>Take a tee off connection from cold water service in side toilet block , run to external wall and take underground using groundbreaker insuct box , from here via mole the pipe work will be installed in mdpe approximately 20m to the corner of the footway as site visited by myself and Mike boat Again pipe work will be terminated using a</p>			

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
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15mm isolation valve ready for install of water drinking fountain , a concrete pad would be installed with this option approx 600 x 600 for fountain to sit on. All work is backfilled and reinstated and site cleared - access to remain in place throughout works .
Option 2 cost £1,480.00 +vat

SUBTOTAL	0.00
VAT TOTAL	0.00
TOTAL	£0.00

VAT SUMMARY

	RATE	VAT	NET
VAT @ 20%		0.00	0.00

Accepted By

Accepted Date

LSV Water Ltd
 1 Cedar Court
 Tregof Village
 Swansea Vale
 Swansea
 S Wales
 SA7 0NG
 info@lsvwater.co.uk
 https://www.lsvwater.co.uk
 VAT Registration No.: 348969726



Estimate

ADDRESS

Swansea Council
 Accounts Payable
 Swansea Council
 Po Box 535
 Civic Centre
 Swansea
 SA19DT

ESTIMATE NO. 1187
DATE 23/06/2021

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Services	*Clyne gardens	1	0.00	0.00
		<p>OPTION NUMBER 1</p> <p>Plumbing team to attend site , take a cold water feed from existing services in side of the toilet block , run new 15mm copper pipe work approx 7 m and terminate to external wall fitting isolation valve and cap end to allow for council to finish install of a drinking fountain . Option one cost -£550+vat</p> <p>OPTION NUMBER 2</p> <p>Take a tee off connection from cold water service in side toilet block , run to external wall and take underground using groundbreaker insuct box , from here via mole the pipe work will be installed in mdpe approximately 14 to the corner of the footway as site visited by myself and Mike boat Again pipe work will be terminated using a</p>			

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
------	---------	-------------	-----	------	--------

15mm isolation valve ready for install of water drinking fountain , a concrete pad can be installed with this option approx 600 x 600 for fountain to sit on. Dig to take place in tarmacadam footway due to gardens , mole to be used to allow access to toilets to remain open at all times . All work is backfilled and reinstated and site cleared
Option 2 cost £1,700 +vat

SUBTOTAL	0.00
VAT TOTAL	0.00
TOTAL	£0.00

VAT SUMMARY

	RATE	VAT	NET
VAT @ 20%		0.00	0.00

Accepted By

Accepted Date

Proposal to monitor the implementation of the code of practice for Mumbles Community Council

Findings from pilot

Observed and recorded Full Council meeting 11.05.21.

75 mins of video generated 100 mins of observation and note taking to hand-write the observation record.

Then transferring the hand written notes to a Word file took about 25 minutes.

1hr 15mins (75mins) of video therefore generated an additional 50 mins of writing and transcribing..

So one hour of video will generate about 1hr 40 minutes of work in total.

Completing the Checklist and comments took about an hour. This will be fairly standard per meeting and will not be affected very much by the length of the meeting.

Proposed charging basis:

Observation and note taking charged @ £30 per hour.

Analysis (completion of checklist) 1hr per meeting charged at £50 per hour.

Proposed monthly work

Observe up to 3hrs of meetings per month (two meetings) so 5 hrs work @ £30 = £150

Complete two checklist reports: 2hrs @ £50 = £100

Total cost per month = £250

Outputs

Two anonymised meeting observation records

Two completed checklist reports with recommendations

Alain Thomas Consultancy

29.06.21.

Subject: Re: Quote for Training
Date: Tuesday, 6 July 2021 at 17:39:19 British Summer Time
From: Alain Thomas
To: Mumbles Community Council

Hi Steve,

Good news, WCVA have agreed so the quote is £400.

Thanks,

Alain.

----- Original Message -----

From: "Mumbles Community Council" <council@mumbles.gov.uk>
To: "alain.thomas@btinternet.com" <alain.thomas@btinternet.com>
Sent: Tuesday, 6 Jul, 21 At 12:17
Subject: Re: Quote for Training

Hi Alain
Great. Look forward to hearing from you.
Best wishes
Steve

From: Alain Thomas <alain.thomas@btinternet.com>
Date: Tuesday, 6 July 2021 at 09:14
To: Clerk <council@mumbles.gov.uk>
Subject: Re: Quote for Training

Hi Steve,
Yes I can do that.
The course I can deliver is here: <https://wcva.cymru/training-events/a-theory-of-change-approach-to-evaluation/>
To provide a quote I need to check with WCVA whether I can deliver this by using "their" materials under licence. They have allowed me to do this once before. If they are willing then the cost will be £400 total for two sessions - I will charge you my usual rate of £50 per hour and pay WCVA £50 per session for use of the materials.
Should they insist on my delivering the course on their behalf then I'm afraid the cost would be considerably more, perhaps £700.
The background to this is that I re-designed WCVA's Theory of Change course three years ago. They had piloted a version that was too technical and not user friendly which received poor feedback. I re-designed it to make it more approachable and user friendly, introducing some of my materials as well as drawing on theirs. So although legally the material is theirs, morally I have some claim to it and they have recognised this once before and allowed me to deliver the training to an organisation that I had personal connection with for a usage fee. I'm hoping they will do so again but need to ask.
I will get back to you as soon as I have a reply.
Thanks,
Alain.

----- Original Message -----

From: "Mumbles Community Council" <council@mumbles.gov.uk>
To: "alain.thomas@btinternet.com" <alain.thomas@btinternet.com>
Sent: Monday, 5 Jul, 21 At 16:26

Subject: Quote for Training

Hi Alain

Are you in a position to deliver a training course on Theory of Change to MCC's four officers? If so, could you please give me a quote.

Best wishes

Steve

[Information and Data Protection Policy](#)

[Information and Data Protection Policy](#)

[Information and Data Protection Policy](#)

[Information and Data Protection Policy](#)