

**Minutes of an Additional Meeting of the Town Council held at the Town Hall,
Rye, on Monday 6 January 2020**

PRESENT Councillors David Amphill, Michael Boyd (**Mayor**), Cheryl Creaser, Rebekah Gilbert (**Deputy Mayor**), Chris Hoggart, Pat Hughes, Jo Kirkham, Andi Rivett, Shaun Rogers, Andy Stuart

IN ATTENDANCE Richard Farhall - Town Clerk; HC charity trustees: Mike Eve (ME), Simon Parsons (SP), Suzi de Sherburne (SDS)

The meeting commenced at 6.30pm.

129 APOLOGIES

Apologies for absence – and the reasons as lodged with the Clerk – were accepted from Cllrs John Breeds and Jonathan Breeds.

The Mayor reported that Cllr Bookless was in hospital. Members wished him a full and speedy recovery.

130 CODE OF CONDUCT

Cllr Hoggart *item 134* Trustee of the HC charity

131 MINUTES

To approve, as an accurate record, the Minutes of the Council meeting held on 9 December 2019 (C15).

132 RYE RUGBY CLUB: RENT REVIEW

Members noted that:

- a) The next rent review (for the Club’s exclusive use of the Freda Gardham Playing Field) is due 23 February 2020;
- b) The current rent payable to RTC is £500pa.
- c) The current Rateable Value of ‘the field and premises’ is £5,400
- d) The Club has provided additional financial information -

and were asked to consider the annual rent that should be payable by the Club to the Council for 2020-2025.

Comments included: The Club is only just keeping its head above water; the rent has been £500pa for many years – and is low; RTC should be encouraging the take up of physical activity; the Club has made facilities available for football.

The Clerk confirmed that the sub-lease provides for the rent to be reviewed every 5 years – and added that the RV of the field increased when the Club purchased the current clubhouse.

RESOLVED To freeze the rent payable to RTC at £500pa for the next 5 years.
Clerk

133 EXCLUSION OF THE PUBLIC AND PRESS

RESOLVED In accordance with the Public Bodies (Admissions to Meetings) Act 1960 (1)(2), to exclude the public and press from item 134 (with the exception of the trustees of the proposed Heritage Centre charity who need be present for part of the item) on the grounds that it includes consideration of staffing matters.

134 RYE HERITAGE CENTRE

Note *Cllr Hoggart did not participate in – nor vote – on this item.*

Members were invited to consider any matters requiring a decision in relation to:

- (a) The relocation of Visitor Information to the Town Hall;
- (b) The transfer of the Heritage Centre.

Proposed Heritage Centre charity and Town Model

The Clerk advised that, of the tenancy conditions agreed at the last meeting, two still needed to be agreed between the charity and RTC:

- a) The charity is seeking a 5-year agreement (with a 12-month break clause) at an annual peppercorn rent of £1.
- b) The charity wishes to purchase the Model because continued ownership by a council would restrict fundraising opportunities.

Members' comments included:

- The Model belongs to Rye – how could RTC justify selling it?
- The National Gallery displays paintings on loan – and insures them.
- What happens to the charity's assets if it does not succeed?
- Some parishioners were horrified when they found out that RTC was prepared, if necessary, to place the Model into storage.
- 'Improvements' can be subjective.
- The sound and light show element has been replaced/improved a number of times.
- RTC could loan the Model to the charity.
- RTC does not have a full picture of what the charity has in mind for the Model/Centre.
- The charity has not yet fully risk assessed its proposal Who will be liable for paying its staff if the venture fails?
- The charity and RTC will need to work in partnership to ensure they are not competing against one another.

Comments/Responses made by the three charity trustees in the Public Gallery included:

- Over the next 5 years the charity intends to invest to extend the Model offer and improve the visitor experience.
- If the charity owned the Model it would be liable for its maintenance and insurance.
- The charity is not expecting RTC to give it the Model FOC.
- Prospective donors have indicated that they would be more likely to fund the Model if it was owned by the charity.
- The proposed CIO governing document will contain a clause ensuring that, if the charity has to wind up/dissolve, the Model will return to RTC.
- One of the trustees witnessed the Model's construction and would ensure that any improvements would be appropriate.
- The Town Model Facebook group now has 263 members – and it includes those who have previously been closely associated with the HC.
- Although RTC lists the value of the Model at £40,000 it is unlikely that it would be able to sell it for that much.

- It is a myth that, with improvements in technology, the Model could be run from a smartphone – the sound and light electronics are complex.
- At some point in the near future the electronics could fail – with no compatible spares being available.
- There is no intention of altering the fundamental appearance of the Model; however, it could be complemented by digital technology.
- If agreement can be reached, responsibility for the HC will pass to the charity on 1.4.20.
- The charity would not set out to compete with the Town Hall. It should not matter if some of the items of merchandise are the same – and the stocking of visitor information literature within commercial premises throughout the town should be encouraged.

RESOLVED 1 To enter into a 5-year tenancy agreement (with a 12-month break clause) with the charity at an annual rental payment of £1, effective from 1.4.20. Clerk

7.34 ME, SP and SDS left the Chamber.

Heritage Centre Redundancies

It was noted that, regrettably, two members of staff would need to be made redundant upon the end of their current contracts.

RESOLVED 2 To adopt the Human Resources Working Group’s Recommendations. Clerk

7.49 Cllr Hoggart left the Chamber

Sale of the Town Model

RESOLVED 3 (unanimous) To sell the Model to the HC charity for £1, subject to agreement on the terms – particularly:

- a) **RTC being given ‘first refusal’ on buying back the Model for £1 (should the charity decide to dispose of the Model for any reason – or the charity winds up/dissolves);**
- b) **The winding up/dissolution clause within the charity’s governing document reflecting RTC’s interest in the Model (a – above);**
- c) **The charity making a contribution of up to £1,000 towards RTC’s legal costs incurred in drafting a tenancy and bill of sale (which may be repaid over a 12-month period).** Clerk

RESOLVED 4 To seek a legal opinion on the draft tenancy and bill of sale documents. Clerk

The meeting ended at 8.08pm

Date Chairman