

**BARRY TOWN COUNCIL**

**MINUTES OF A SPECIAL MEETING OF THE COUNCIL HELD ON WEDNESDAY,  
8 JULY 2009 AT 7.30PM**

**PRESENT:** Councillor H C Hamilton (Town Mayor in the Chair) together with Councillors S C Egan, J Evans, G D Davey, A D Hampton, N P Hodges, S A Hodges, L M Payne, B I Shaw and T C Stenstrom

**ALSO PRESENT:** Derek Wolfe – Executive Officer  
Chris Edwards – Loosemores Solicitors  
Angie Norman – Administration

185. **APOLOGIES**

Apologies for absence were received from Councillors B Brooks, P Drake, K A Kemp, K Kuhnell, C Turner, S T Wiliam and M Wright

186. **DECLARATIONS OF INTEREST**

None were received.

187. **EXCLUSION OF PRESS AND PUBLIC**

**RESOLVED:**

That in accordance with section 1(2) of the Public Bodies (Admission to Meetings) Act 1960, in view of the confidential nature of the business about to be transacted, it is advisable in the public interest that the press and public be excluded from the remainder of the meeting.

188. **REVISED DRAFT LEASE BETWEEN BARRY TOWN COUNCIL AND THE  
MEMORIAL HALL & THEATRE TRUST**

The Leader of Council, Councillor Egan, advised that at the Council's special meeting on 19 May certain points had been raised by Councillor Kemp whereby Councillors considered it prudent to contact Loosemores Solicitors for written clarification. That clarification had now been received and the Solicitor was present to answer any further queries that might arise during the course of the evening.

Mr Edwards, Loosemores Solicitors, outlined his answers to the points raised at the meeting on 19 May as follows:-

1. **Parties to the Lease**

He advised that the question was right to have been asked but that in this situation Barry Town Council were wearing two hats, one as the Landlord (as Custodian Trustees) and one as the tenant (as the

Council). He stated that this was a legitimate way of dealing with the two transactions, as they were not technically the same people.

2. **What is being demised?**

Demised means areas of land being let for a period of time and that this is the responsibility of the Landlord and not the tenant and his in accordance with Schedule 1 of the Lease, this implies that the Landlord must retain the responsibility of the main building.

A question was raised regarding who would be required to pay for insurance to cover the building structure and was it just the part of the building occupied by the Town Council that this point referred to, or would the Council be required to insure the entire Memorial Hall & Theatre buildings.

Mr Edwards advised that Barry Town Council as the Custodian Trustee would be expected to insure against damage to the building structure and that it would only be the Council offices requiring insurance cover by the Custodian Trustee. He advised that he would investigate this point further and advise the Council accordingly prior to the final Lease being prepared.

3. **Tenant's Covenants**

Mr Edwards assumed that this had been agreed by both parties. The Mayor advised that this was the case.

4/5. **Break Clause**

He advised that it was normal practice to include a break clause, however this break clause was not particularly tenant friendly. He advised that if there was a break clause it would have the exclusion of stamp duty land taxation tax and he provided a calculation of the costs involved under two special rules:-

- a. Against any premium per £20,000 - £1,599
- b. Against rental payments – he could not calculate this at present due to rolled up past rent.

A concern was raised regarding the ownership of the Memorial Hall & Theatre land and buildings, whereby Councillor Stenstrom advised that Barry Town Council as the Custodian Trustee held the deeds of the property for the people of Barry and that the freehold had been registered with the Land Registry by Barry Town Council as the Custodian Trustee of the charity known as The Memorial Hall & Theatre. However the Barry Town Council (as the Council) did not own the property.

6. Mr Edwards enquired whether the building had been surveyed in the past, the Executive Officer advised that it had been surveyed in 2003/04 by Hiron, Morgan and Yapp.

The Mayor asked members for their comments on the draft lease with a view to providing comments to Charles Crookes Solicitors for amendments to the final version of the Lease. The Leader suggested that to ensure progress being made on the Lease, to enable its prompt signing, that Members go through the document page by page asking the solicitor to go away and check on the points raised and then provide answers to the Council for submission to Charles Crookes Solicitors for inclusion in the final lease document.

## **RESOLVED**

1. That Mr Edwards of Loosemores solicitors investigate and resolve the following issues prior to finalising the draft Lease for sealing and signing:-

### **Page 645**

Points 1.5 and 1.6 with regard the wording to indicate that Barry Town Council will be responsible for the insurance of the Council Office buildings.

2. **Page 647**

Point 1.15 be amended to reflect the comments from the meeting held on 9 April 2009.

3. **Page 648**

Points 1.20, 1.21 and 1.22 – that Mr Edwards look into the provision of services into the building and provide amended wording accordingly.

4. **Page 650**

Point 3.3 be withdrawn

5. **Page 689**

Sixth Schedule – that Mr Edwards be asked to check the status of this taking into consideration the notes of the meeting held 9 April 2009.

6. That the notes provided following a meeting between Barry Town Council and the Memorial Hall & Theatre Trust held on 9 April be forwarded to Charles Crookes Solicitors.

The Leader, Councillor Egan, asked Mr Edwards where the Council would stand legally should the advice provided by him and Mr Hate prove to be

flawed in the future. Mr Edwards advised that all solicitors were required to have personal indemnity insurance in case of such an occurrence

189. **SIGNING OF THE LEASE**

**RESOLVED:-**

that in accordance with the provisions of Standing Orders 68 and 69 the Council's seal be applied to the lease on completion, in the presence of the Mayor and Leader, who were delegated to witness this action by signing the lease document where indicated.

The meeting closed at 8.50pm.

Signed ..... Dated .....