

STRADBROKE PARISH COUNCIL

GP SERVICES IN STRADBROKE A FEASIBILITY STUDY

BACKGROUND

Sometime ago the Parish Council became aware that Dr. Goodge may retire in the next few years and this may affect the provision of services to Stradbroke. The building where the surgery is currently housed belongs to Dr. Goodge. On his retirement he will sell this property. The other partners will have first refusal on the property but it is acknowledged by all parties that it is unsuitable as it stands at present. The doctors, with the Family Health Service, have been engaged in looking for premises to rent but do not have the funds to build a new surgery.

The matter has been mentioned on several occasions in Parish Council meetings and at the meeting on 13th February it was decided to appoint a sub-committee to look at the options for the continuing provision of a surgery in Stradbroke. The committee was charged with:

- finding a suitable site for a new building or premises to rent and
- investigating forms of funding without making a charge on the Parish Precept as this would be unfair on parishioners who are registered elsewhere.

It was proposed and agreed unanimously that the committee should comprise Mr. Peter Smith (Chairman), Mrs Ann Kerr and Mr. Reginald Elvin.

ACTION TO DATE

The committee first met on 17th February to discuss the matter. Various options were considered but the main actions to result were:

- to contact possible grant providers
- to seek a meeting with all the doctors to ascertain their views

The committee met with Mr. Santy of Suffolk Family Health Service to discuss the possible options. He said that the present premises were inadequate and it was not seen as economically viable to fund major improvement to this building. He agreed that some grant aid could be forthcoming from his service and they could undertake to equip and kit out a new building. He also confirmed that an economical rent could be charged to the Doctors for a building owned by the Parish Council. This rent would be based on an agreed valuation by the District Valuer. The Doctors would be reimbursed for this rent by the Family Health Service.

Mr P. Smith has been contacting other grant providers. The Rural Development Council said that Stradbroke could apply for grant aid but

could not promise significant funding. The following have also been contacted: Mid-Suffolk District Council, Suffolk County Council, Allington Trust, Lloyd's bank, District Valuer (for advice about rents for surgeries) and the possibility of seeking EEC funds has also been explored. There may be grants forthcoming from these authorities but no definite amounts can be given until there are more detailed plans and costings for the project.

The meeting with the doctors was held on 6th March at 7.30 at the Fressingfield Surgery. Dr. Goodge and Dr. Holmes represented the doctors. Mr Smith, Mrs Kerr, Mr Elvin and Mr. Stones represented the Parish Council.

The doctors confirmed that they had been looking at ways of continuing to provide GP. Surgeries in Stradbroke and that they felt the present building to be inadequate to provide the full range of services. However they said they would be able to reinstate services that had been given up if suitable premises were available. They had explored the possibility of renting but had not found suitable premises for conversion. They explained that the Practice was contracted to Suffolk Family Health Service to provide GP services to Stradbroke. In general they welcomed the possibility of a new building in Stradbroke to house a Surgery. They would expect to be consulted about the design and the accommodation.

OPTIONS

1. Re-furbish the present building to meet with current expectations and acceptable standards for the provision of GP Services.

The committee views this as the least likely way forward. The building will be sold by Dr. Goodge in a few years and would therefore not be a long term solution. Equally it would be difficult to re - design to an acceptable standard.

2. Continue the search for premises to rent.

There has been one offer of premises to rent within the Parish but this is for five years only. This is not really sufficient as we seek a longer term solution to the problem. Other premises may not be available either in the near future or in the longer term. The matter could be left without any positive action being taken before it is too late. The committee are not in favour of this option.

3. Build new premises on the Community Centre site to rent to the Doctors.

The Parish Council owns an area of land in front of the Bowling Green. This could be divided into two with one plot sold for building development to raise some of the money towards building premises on the other plot.

The committee views this option as the way forward. It would help to secure GP Services in Stradbroke both now and in the longer term. It would provide a service to an acceptable standard for the people of Stradbroke without the necessity of travelling to Fressingfield. The Parish Council would retain an interest in the freehold and in the longer term would be able to raise revenue through renting it to the Doctors. It may be possible to provide other medical services e.g. physiotherapy in the premises.

Mr. Smith has contacted the District Council with regards to planning permission and it appears there are no barriers about developing this piece of land.

DISCUSSION

The committee recommends that Option 3 be adopted and a Trust be set up to build new premises. This would satisfy the following criteria:

- that the solution would be sufficiently long term and secure GP services in Stradbroke for the foreseeable future.
- that the premises would be adequate to meet the current and future health needs of the people of Stradbroke. We envisage the building to incorporate: two consulting rooms, one treatment room, a waiting area, a reception area/dispensary, toilet facilities(including disabled), sufficient space for records and technological requirements, adequate storage facilities and provision for disabled parking in the near vicinity. As a guide we recommend plans similar to those of the surgery at Orford be drawn up but modified to suit local needs.
- that the premises would include the possibility of improved and additional health services for the people of Stradbroke.

The question of funding has not been entirely solved. The sale of the land and a grant from Suffolk Family Health services will meet part of the costs. The cost of the building is likely to be in the region of £60,000 - £70,000. The sale of the land and known grants total approximately £35,000. This means that approximately £25,000 - £35,000 has to be raised. There will be other grants available from bodies already mentioned as soon as more detailed plans and costings are known. It should be possible to raise a bank loan that would be repaid from the rent revenue of the building.

We recommend that a Trust be set up to administer the financial affairs. The Trust would be responsible for arranging the loan, negotiating with the Parish Council regarding the land, drawing up the lease with the doctors for the use of the premises, collecting the rent and payment of the mortgage. We further recommend that there should be a management committee to oversee the day to day administration of the premises. The management committee would include of a representative of: the Doctors, the patients, the Trust and the Parish Council.

NEXT STEPS

If there is a broad agreement to go ahead with our preferred option the next steps would be:

- to set up the Trust
- to publish this report in full in the Parish magazine.
- to negotiate with the Trust regarding the site.

Peter Smith (Chairman), Ann Kerr, Reginald Elvin.

STRADBROKE HEALTH TRUST

Trustees: Peter Smith (Chairman), Reginald Elvin, David Bates, Gerald Jenkins, Ann Kerr.
Street Farm, Laxfield Road, Stradbroke, Suffolk, IP21 5HX
Tel: 01379 384 311/ Fax: 01379 384 875

Mrs B. Moore
Stradbroke Parish Council
Red House
Stradbroke

*Noted
2/10/95*

12th September 1995

Dear Mr Chairman and Councillors

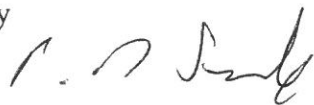
Stradbroke GP Surgery

I thought it would be worthwhile explaining our thoughts on the lease of the land to the Health Trust for the new surgery in a little more detail.

We hope that initially we will be able to rent the land from the Parish Council for 10 years at a peppercorn rent whilst any loans are being repaid. We fully expect this to be within the 10 year period. At the end of this time we would expect to negotiate a new lease at a commercial rent. This would bring a reasonable revenue into Parish Council funds for the benefit of the parish.

I hope this makes things a little clearer and I also hope the matter of the lease for the land can be sorted out as quickly as possible.

Yours sincerely



Peter Smith

From: Clerk to Stradbroke Parish Council

The Red House
Barley Green
Stradbroke, Eye, Suffolk IP21 5LY
Tel: 01379 384275

1st December 1995.

Department of the Environment,
States Section,
Government Offices,
Heron House,
49-53 Goldington Road,
Bedford. MK40 3LL.

for the attention of Mr. Colin Bambury.

Dear Sir,

STRADBROKE PARISH COUNCIL: Disposal of land.

I write on behalf of the Stradbroke Parish Council to seek your consent on the matter of disposal of a parcel of land owned by that Parish Council to provide a site for the sole purpose of the building of a general medical practitioner surgery.

For your convenience, the following information is presented:

Background: The only general medical practitioner service available within the parish operates as a branch surgery for a three doctor practice with the main surgery premises situate at Fressingfield, some four miles distant. The existing branch surgery is owned by the senior partner who is retiring in approximately three and one half years time, at which point that partner will expect to sell the existing branch surgery premises. The two other partners (and presumably a new incoming partner) have indicated that there will be no capital available with which to fund the building or the acquisition of other suitable premises for the ongoing provision of general practitioner services to patients resident in the parish.

Discussions with the Suffolk Family Health Services Authority have revealed that the existing branch surgery premises do not meet with current criteria, but have stated that some grant funding will be available but not sufficient to meet all capital costs involved in building a new surgery.

At various meetings (duly minuted), the Parish Council have decided that, whilst they would wish to support wholeheartedly the building of a new surgery, they would not be able to provide any financial input in view of its already heavy commitment.

Following the preparation of a Feasibility Report, the Parish Council sought the advice of the National Association of Local Councils, who provided a copy of their Legal Topic Note No.39 which has been carefully studied. The Parish Council are anxious to allow the Stradbroke Health Trust a ten to fifteen year lease at a peppercorn rent to enable the project to go ahead.

The Stradbroke Health Trust: The Trust was formed to fund and build a purpose-built surgery and has been registered with the Charity Commissioners, No. 1050891, thereby relieving the Parish Council of any financial or administrative responsibility. Three of our parish councillors act as trustees together with two other members of the community. Due to the high cost of building and equipping the surgery, the Trust would be unable

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to purchase the land or to pay a full market rental until such time as their initial borrowing has been discharged; this is estimated to be ten to fifteen years, after which time the Trust expects to pay the Parish Council a full market rent. Failure to secure a suitable site on which to build a new surgery could well result in Stradbroke (whose existing branch surgery has two thousand patients on the list) losing full general practitioner services.

The Site: The piece of land in question forms part of a much larger area of land (please see attached plans) which already provided facilities/amenities comprising sports field, tennis courts, bowling green, childrens' play ground, swimming pool and purpose-built community centre. You will note from the map that ample car parking is available, that the site is very near to the village centre and has totally satisfactory access from the road.

It is the Parish Council's opinion that the proposed site for the surgery is unsuitable for either residential or commercial development in view of its position and size. Bearing this in mind, a valuation quotation received from a firm of chartered surveyors has given an indication of £20,000 market value for the plot (outlined in red on the enclosed map).

I have today received formal notification from Mid Suffolk District Council that full planning permission has been granted for this project. Copies of the architect's drawings for the surgery building are also enclosed for your information.

I have written at this length in order to acquaint you with all the circumstances. Provided you can give your consent for the Parish Council to dispose of this small piece of land as detailed above, then the project can go ahead; the Trust has been given a proposed start date for construction to commence in mid-January next.

The Parish Council would be most appreciative of a speedy response to this application. If you require any further information, please do not hesitate to contact me.

Yours faithfully,

(Mrs) Barbara M. Moore
Parish Clerk.

Encs.

From: Clerk to Stradbroke Parish Council

The Red House
Barley Green
Stradbroke, Eye, Suffolk IP21 5LY
15th January 1996.

Your ref: EL/W3520/3/4/05

Government Office for
Eastern Region,
Heron House,
49-53 Goldington Road,
Bedford MK40 3LL.

for the attention of Ms. Sally Thomson.

Dear Madam,

LOCAL GOVERNMENT ACT 1972 - SECTION 127
CONSENT TO DISPOSE OF PARISH LAND BY WAY OF THE GRANTING OF A
LEASE AT LESS THAN MARKET VALUE TO THE STRADBROKE HEALTH TRUST.

Thank you for your letter under the above reference dated 19th
December 1995. As requested I now provide the additional
information required:

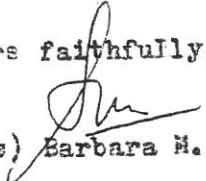
1. According to survey, the size of the site is .25 of an acre.
This you will find confirmed in the enclosed copy of a valuation
report dated 9th January 1996.
2. The physical characteristic of the site for the proposed
G.P. surgery is a grassed area with no development of services
of any description on site.
3. The site is, as stated in my letter to you dated 1st December
1995, owned by the Parish Council, but it is currently leased
to the Mid Suffolk District Council for use as an overflow car
parking area for the nearby swimming pool. The right to this
use has never been exercised and Mid Suffolk District Council
have indicated their willingness to consider demise of this
lease. The terms and conditions of this demise are currently
undergoing the normal consultative process.
4. Full planning consent has been granted by Mid Suffolk District
Council and a photocopy of that consent is attached for your
information.
5. With regard to the proposed transaction, please also find attached
copy of a draft lease which has been prepared.
6. With regard to the rental arrangements, please refer to the
draft lease which sets the provisions out in some detail.
7. Please also find attached a photocopy of a signed valuation
report prepared by Messrs. Clarke and Simpson of Woodbridge,
Suffolk and signed by Mr. Michael Simpson FRICS dated 9th
January 1996.

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The Chairman of the Parish Council, Mr. N.M. Stokes, has asked me to say that due to the Health Trust's limited funding, it will be unable to repay capital loans and at the same time to pay a full market rental for this site. Therefore without your consent for the disposal of this piece of land in the terms and conditions set out above and in the draft lease, the project will not be able to be brought to fruition and the people of Stradbroke will lose access to local medical services. The Health Trust would like to commence building work on 1st March this year, so once again may I emphasise our need to receive as speedy a decision as possible on our application for this disposal.

I look forward to hearing from you again.

Yours faithfully,


(Mrs) Barbara M. Moore.

Enclosures: Draft lease, map enclosed
Planning consent: application 784/95
Copy of survey/valuation report.

Trustees of the Stradbroke
Health Trust
c/o P Smith Esq
Street Farm
Stradbroke
Eye
Suffolk

Your Ref:
My Ref: MHS/JW/6/M51(L) 499
Please quote in reply

9 January 1996

Dear Mr Smith

Land at Stradbroke

Further to our recent correspondence regarding the above, I am now writing to complete my valuation report as requested.

Perhaps I can comment as follows :

The Site

This is situated on the Wilby Road out of Stradbroke, and extends in all to about .25 of an acre, as illustrated on the attached plan. It is situated to the south of the entrance to the community centre and new swimming pool/recreation area to the rear and has been designated as an area for additional car parking if required, forming part of a lease to Mid Suffolk District Council, who operate the leisure centre.

The Lease

The lease was undertaken in 1990 by the Parish Council to Mid Suffolk District Council at a peppercorn rent for a term of 50 years, although it is understood that for the proposed use of the land, Mid Suffolk District Council are prepared to relinquish the site as I gather that additional land for car parking is to be made available to them at the rear.

Planning

In the Mid Suffolk District Council structure plan, the land is currently zoned for leisure/recreational use and as such, there would obviously be strong resistance in planning terms to any proposed residential development that would normally be expected to take place on a site in this environment.

The proposed use however, of a new Doctor's Surgery is presumably one that would meet with approval from the Local Planning Authority and establishes a principle of development on the site which has implications from a valuation point of view.

Continued

Well Close Square, Framlingham, Woodbridge, Suffolk IP13 9DU. Telephone 01728 724200 Fax 01728 724667
C.E. Clarke FRICS FAAV M.H. Simpson FRICS
Consultant: M.D. Spear FRICS FAAV
VAT No. 521 2834 75

Ground Conditions

You will appreciate that I have made no investigation in to the suitability of the site for the proposed development or indeed any development and the valuation is, therefore, subject to any incumbrances about which I am unaware or defects which might result from a closer site survey or investigation.

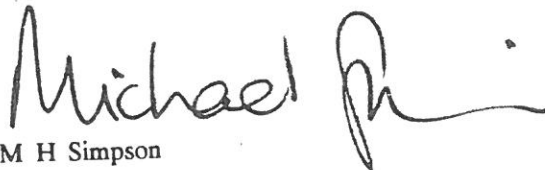
Valuation

In arriving at a valuation of the land, I have attempted to assess the likely results of application to Mid Suffolk District Council for a certificate Appropriate Alternative Development, as the valuation of the site for the intended use is very restricted and a broader base of permitted development would be required in order to provide suitable comparisons. I have also attempted to balance the fact that the site in question currently forms part of a lease to Mid Suffolk District Council, although taking into account at the same time, their willingness to surrender this in order to enable the proposed development to take place.

As a result, I have come to the conclusion that a reasonable value for the site, on a freehold basis and as at today's date is in the sum of £20,000 (twenty thousand Pounds).

I trust this provides the information required and enclose a note of my fee as agreed.

Yours sincerely


M H Simpson

Enc

THIS LEASE is made the

day of

DRAFT.
One Thousand Nine Hundred and Ninety Six BETWEEN STRADBROKE PARISH COUNCIL of Stradbroke, Suffolk ("the Parish Council" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the termination of the term hereby created) of the one part and the STRADBROKE HEALTH TRUST of Stradbroke, Suffolk ("the Health Trust" which expression shall include its successors in title) of the other part.-

WHEREAS the Parish Council holds the land hereinafter described for Open Space purposes and is granted pursuant to those purposes .-
NOW THIS DEED WITNESSES :-

1. IN consideration of the rent and the covenants by the Health Trust hereinafter reserved and contained the Parish Council HEREBY DEMISES unto the Health Trust ALL THAT piece of land situate adjacent to Wilby Road in the Parish of Stradbroke, Suffolk as the same is delineated and hatched in red on the drawing annexed hereto ("the Premises") TOGETHER WITH

(a) a right of way with or without vehicles between Wilby Road and the Premises over the area show blocked in black on the said drawing and over the adjacent parking area hatched black on the drawing

(b) the right to park vehicles on the areas hatched black on the said drawing and

(c) the right to hold the same under the Health Trust from the date hereof until the First day of April One Thousand Nine Hundred and Ninety Six and thereafter for a term of Fifty years paying therefor during the tenancy the yearly rent of One Pound (£1.) on the First day of April in every year until the initial Health Trust capital borrowing has been discharged. Thereafter a full market rent will be agreed by separate negotiation and this full market rent will be payable on the First day of April every year.

2. The Health Trust HEREBY COVENANTS with the Parish Council as follows :-

(1) At its own expense before the First day of April One Thousand Nine Hundred and Ninety Nine to build on the Premises a Health Centre and to provide all ancillary works thereto in accordance with the Planning Permission Number 784/95 granted by Mid Suffolk District Council on the Twenty Second day of November One Thousand Nine Hundred and Ninety-Five.

(2) To keep the Health Centre and all other erections and works now or from time to time upon the Premises always in good repair and condition and at all times to use the same in a tenantlike manner and

So that no nuisance or disturbance shall be caused to the Parish Council or any adjoining or adjacent owners or residents or other users of the adjoining or adjacent land of the Parish Council .-

(3) To pay the reserved rents at the times and in manner aforesaid .-

(4) To discharge all existing rates taxes charges assessments and outgoings whatsoever imposed on and payable by the owner or occupier of the Premises in respect thereof .-

(5) Not to assign underlet or part with the possession of the Premises or any part thereof except for an assignment with the Consent of the Parish Council for the vesting of the term hereby created in some person or body who shall succeed the Health Trust in managing the Health Centre as hereafter provided .-

(6) Not during the said term without the Consent in writing of the Parish Council first had and obtained : (i) to carry out or permit or suffer to be carried out in on or over or under the Premises or any part thereof any improvement or addition (minor works excepted) to any Building or other operation or works other than those authorised by Clause 2 (1) of this Lease and (ii) make or permit or suffer to be made any material change in the use of the Premises .-

(7) Not to do or omit or permit or suffer to be done or omitted any act matter or thing in on or respecting the Premises required to be omitted or done (as the case may be) by the Town and Country Planning Act 1971 or any amendment thereof or any Regulations made thereunder or which shall contravene the provisions thereof or subsequent reenactment of the same and at all times hereafter to indemnify and keep indemnified the Parish Council against actions proceedings costs expenses claims and demands in respect of any such matter or thing .-

(8) To comply forthwith at the Health Trust's own expense with any nuisance sanitary or any other statutory notice lawfully served by any Local or Public Authority upon either the Parish Council or the Health Trust with respect to the Premises and to keep the Parish Council fully and effectually indemnified against all proceedings costs expenses claims and demands in respect thereof .-

(9) Within seven days of the receipt of Notice of the same to give full particulars to the Parish Council of any Permission Notice Order Proposal for a Notice or Order made given or issued to the Health Trust by any Government Department Local or Public Authority under or by virtue of any statutory powers and if so required by the Parish Council to produce such Permission Notice or Order or Proposal for a Notice or Order to the Parish Council and also without delay to take all reasonable and necessary steps to comply with any such Notice or Order and also at the request of the Parish Council to make or join with the Parish Council in making such

objections or representations against or in respect of any such Notice or Order or Proposal as aforesaid as the Parish Council shall deem expedient .-

(10) To permit the Parish Council and its Agents at all reasonable times to enter upon the Premises to inspect the condition thereof and for all other reasonable purposes .-

(11) To use the Premises and the said Building and works and any Buildings with the Parish Council's Consent from time to time erected thereon as a Health Centre and for no other purpose whatsoever .-

(12) To insure and keep insured in the name of the Health Trust the Premises together with any Buildings and works erected or to be erected on the Premises and which in the opinion of the Parish Council ought to be so insured against loss or damage by fire and accidental or wilful damage to the full value thereof and to make all payments necessary for the above purpose within seven days after the same shall respectively become due and to produce to the Parish Council or their Agents on demand the Policy of such Insurance and the receipt for each such payment and cause all monies received by virtue of such Insurance to be forthwith laid out in rebuilding or reinstating all such Buildings and works Provided always that if the Health Trust shall at any time fail to keep the said Buildings and works insured as aforesaid the Parish Council may do all things necessary to effect or maintain such Insurance and any monies expended by it for that purpose shall be repayable by the Health Trust on demand and be recoverable forthwith by action .-

(13) To deliver up the Premises and all Buildings and works thereon at the termination of the term in a condition consistent with the foregoing provisions .-

(14) To pay the fees and disbursements of the Parish Council's solicitor and all other costs and expenses incurred by the Parish Council in relation to the preparation of this Lease together with any other costs incurred by the Parish Council in relation to the transfer of the Premises to the Health Trust .-

3. THE Parish Council HEREBY COVENANTS with the Health Trust

(a) That the Health Trust observing and performing the stipulations and provisions herein contained shall peaceably hold and enjoy the Premises during the said term without any interruption by the Parish Council or any person rightfully claiming under or in trust for it .-

(b) the Parish Council will use its best endeavours to prevent wilful damage to the Premises by other Users of its adjoining or adjacent land .-

4. (i) If the Health Trust wishes to take a further Lease of the premises from the expiry of this present Lease and shall at any time after the

expiry of the forty-eighth year of this present term give to the Parish Council not less than six months notice in writing then provided the Health Trust shall on expiry of the present Lease have paid the rents reserved by and reasonably performed and observed the covenants contained in this present Lease the Parish Council shall at the cost of the Health Trust grant the Health Trust a further Lease of the premises for a term of fifty years commencing on the day following the last day of the present Lease upon the same terms and conditions of this present Lease but excluding this Clause .-

(2) The rent reserved by the further Lease shall be the rent payable under this present Lease .-

5. PROVIDED always and IT IS HEREBY AGREED as follows :-

(1) If the reserved rent or any part thereof shall be in arrear for twenty-one days whether formally demanded or not or if there shall be any breach of any stipulations or provisions herein contained the Parish Council may re-enter on the Premises and thereupon the term hereby created shall forthwith determine but without prejudice to rights and remedies of either party hereto against the other .-

(2) If the Health Trust in any year shall give to the Parish Council not less than three months previous Notice in writing of its desire that this present demise shall terminate immediately after the Thirty-First day of March next after the service of such Notice and shall pay the reserved rent and perform and observe the said stipulations and provisions up to such date then on such date the present demise shall thenceforth terminate without prejudice to any claim which either party may have against the other in respect of any breach of the said stipulations and provisions .-

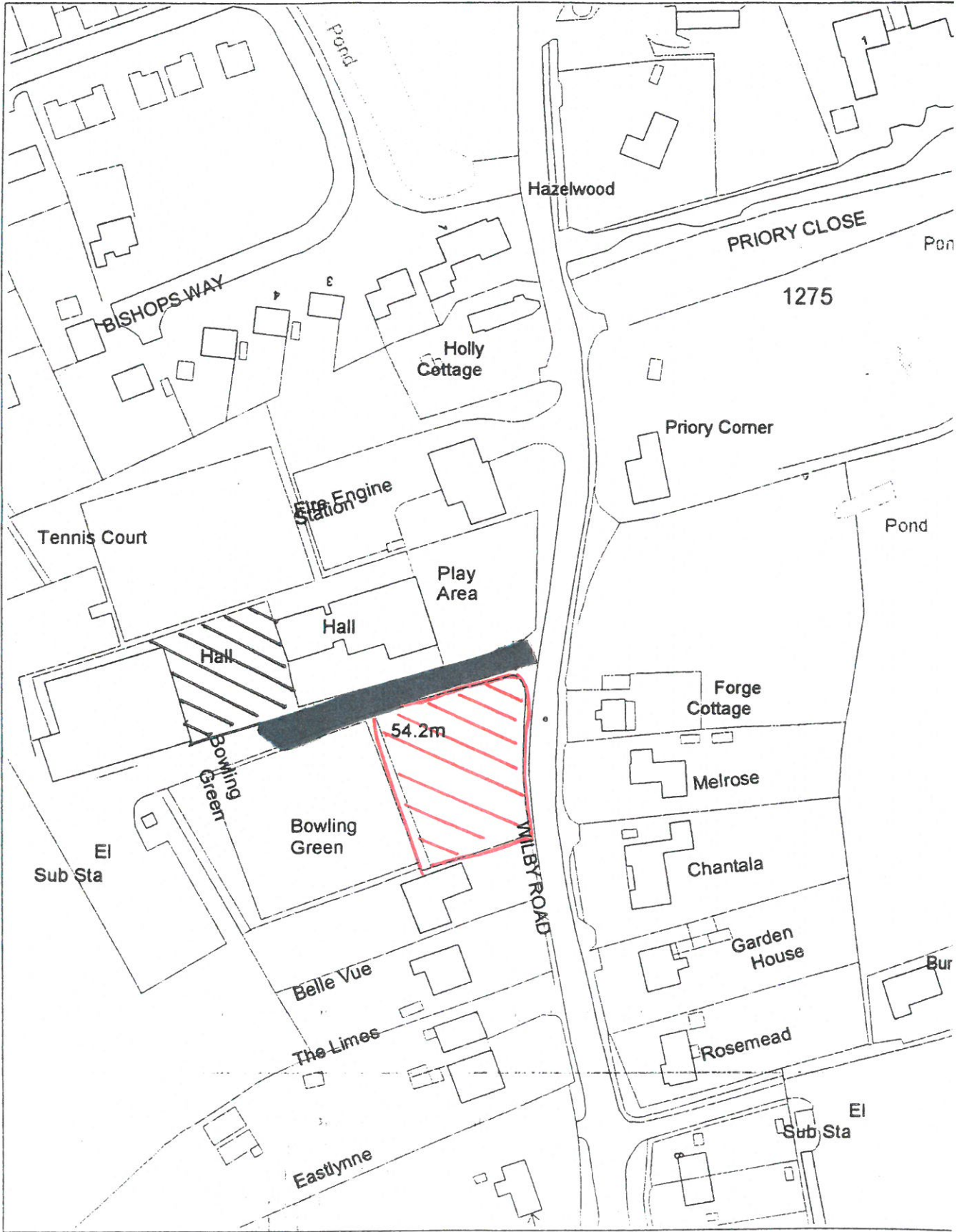
6. ANY Notice required to be given to the Health Trust shall be duly served if sent by post in a pre-paid letter addressed to its Registered Office and any Notice to the Parish Council shall be duly served if sent in like manner addressed to the Clerk of the Council at his or her last known residence. Any such Notice shall be deemed to have been received on the day which it ought to have been delivered in due course of post .-

IN WITNESS whereof

and _____ on behalf of the Parish Council have hereunto set their hands and seals as their Deed and _____ and

_____ on behalf of the Health Trust have also set their hands on this _____ day of

One Thousand Nine Hundred and Ninety-Six.





GOVERNMENT OFFICE
FOR EASTERN REGION

Heron House 49-53 Goldington Road Bedford MK40 3LL
Telephone 01234 276016 or 01234 276152 Fax 01234 276341

Mrs B Moore
Clerk to Stradbroke Parish Council
The Red House
Barley Green
Stradbroke
Eye
Suffolk IP21 5LY

Eastern Region Planning

Our Ref: E1/W3520/3/4/05

16 January 1996

Dear Madam

LOCAL GOVERNMENT ACT 1972 - SECTION 127
CONSENT TO DISPOSE OF PARISH LAND BY WAY OF THE GRANTING OF A
LEASE AT LESS THAN MARKET VALUE TO THE STRADBROKE HEALTH TRUST

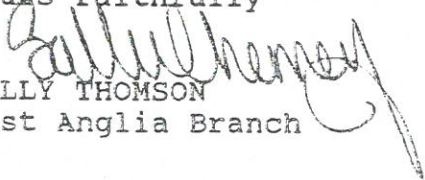
I refer to my letter of 19 December requesting background information in order that I may give further consideration to the above application.

On the 18 December 1995 'The Local Government Act 1972 General Disposal Consent 1995', came into effect. The General Consent affords greater autonomy to Councils disposing of land for a number of different purposes or classes of transactions under different circumstances. This includes disposals which consist of the granting of a lease for more than seven years, where the terms of the disposal require the use of improvement of the land for various purposes including charity (except where those purposes consist of or include the provision of a place of worship) and/or the practice of a registered medical practitioner.

Since your Council's request for disposal is by way of granting a fifteen year lease to the Stradbroke Health Trust, a registered charity, in order to provide a site for the sole purpose of the building of a general medical practitioner surgery, the consent of the Secretary of State is no longer required.

I apologise for any inconvenience my letter may have caused you. However, our Office were only made aware of the amendments to the Local Government Act 1972 after your letter had been dispatched.

Yours faithfully


SALLY THOMSON
East Anglia Branch