

STRADBROKE PARISH COUNCIL – APPENDIX TO STATEMENT OF AGREED FACTS (14/12/18)

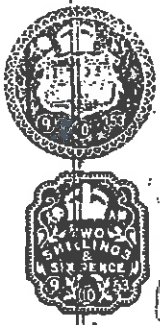
Table of Evidence:

Reference	Document	Document information
A1.	PC1	Conveyance Document
A2.	PC2	Feasibility Study
A3.	PC3	Lease between Parish Council and Health Trust
A4.	PC3	Lease between Parish Council and Health Trust
A5.	PC4	Underlease between Health Trust and Drs Goodge, Read & Holmes
A6.	PC5	Licence to Assign between Parish Council and Charitable Trust and Stradbroke Trust
A7.	PC6 PC7	Email 3/12/18 from Ashtons Email 2/11/18 from Ashtons
A8.	PC5 PC8	Licence to Assign Minutes Parish Council meeting 10/9/18 item 18.9.7 (page 112)

Reference	Document	Document information
B1.	PC3	Lease between Parish Council and Health Trust
B2.	PC9	Letter from Stradbroke Trust 7/9/18
B3.	PC3	Lease between Parish Council and Health Trust
B4.	PC10	Annual Parish Meeting minutes 1/5/08

Reference	Document	Document information
C1.	PC11	Receipt from Suffolk Records Office
C2.	PC12 PC2 PC13 PC14 PC15  PC16 PC17	Email to Jane Merritt 19/6/18 <ul style="list-style-type: none"> <li>• Feasibility Study</li> <li>• Letter from Peter Smith – Health Trust dated 12/9/95</li> <li>• Letter to Dept of Environment 1/12/95</li> <li>• Letter to Govt Office for Eastern Region plus appendices 15/1/96 <ul style="list-style-type: none"> <li>○ Appx A: Letter from Clarke &amp; Simpson dated 9/1/96</li> </ul> </li> <li>• Letter from Government office for Eastern Region 16/1/96</li> </ul>

Reference	Document	Document information
D1.	PC18	Email from Roger Turkington 12/5/16
D2.	PC19	Letter from Gaze 9/9/16
D3.	PC20 PC21	Email from Clarke & Simpson updated valuation 14/9/18 Letter from Parish Council to Charitable Trust 14/9/18
D4.	PC22	Letter from Birketts to Parish Council 28/9/18



# This Conveyance

is made the *seventh*  
day of *October* One

thousand nine hundred and fifty three BETWEEN FREDERICK CHARLES COPPING  
the Younger of Church Street Stradbroke in the County of Suffolk  
Builder (hereinafter called "the Vendor") of the one part and THE  
PARISH COUNCIL OF STRADBROKE in the County of Suffolk (hereinafter  
called "the Council") of the other part

WHEREAS the Vendor is seised of the property hereinafter described  
in unincumbered fee simple in possession

AND WHEREAS at a duly constituted Meeting of the Council held on the  
Twentieth day of April One thousand nine hundred and fifty three it was  
resolved to purchase the property hereinafter described for the  
purposes of laying out equipping maintaining managing or letting the  
same for the purpose of cricket football or other games or recreations

AND WHEREAS the Vendor has agreed to sell the said property to the  
Council for the sum of One hundred and seventy five pounds

N O W THIS DEED WITNESSETH as follows:

1. In pursuance of the said agreement and in consideration of the  
sum of One hundred and seventy five pounds now paid by the Council to  
the Vendor (the receipt of which sum the Vendor hereby acknowledges)  
the Vendor as Beneficial Owner hereby conveys unto the Council ALL THAT  
piece or parcel of land abutting upon the road leading to Wilby in the  
Parish of Stradbroke aforesaid having an area of Two acres and thirty  
seven perches or thereabouts and comprising part of enclosure Number  
199 on the Ordnance Survey Map for the said Parish As the same is for  
the purposes of identification only more particularly delineated on the  
map or plan drawn hereon and thereon edged with the colour red TO HOLD  
the same unto the Council in fee simple for the purposes and objects  
hereinbefore described

2. The Council hereby covenants with the Vendor that it the Council  
will within three months of the date hereof erect a concrete post and  
chain link fence of a height of four feet on the Northern boundary of  
the property hereby conveyed and thereafter maintain the same in good  
order and condition

3. The Vendor hereby acknowledges the right of the Council to  
production and delivery of copies of the documents mentioned in the  
schedules hereto and hereby undertakes for the safe custody thereof

Original produced and  
examined at my office

**DAVID GEORGE**  
Solicitor and Notary  
Framlingham Suffolk

We hereby certify this to be a true and  
complete copy of the original document

Ashtons Legal

*BLETT BURCHER*  
26/10/17.

4. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of Five hundred pounds

IN WITNESS whereof the Vendor and Spencer Robert Hawes and Gordon Denis Last two members of the Council on behalf of the Council have hereunto set their hands and seals the day and year first before written

THE SCHEDULE referred to

1919 June 26th INDENTURE OF CONVEYANCE. Frederick Mander Remnant (1)  
Frederick Charles Copping (2)

1943 January 8th CONVEYANCE. Frederick Charles Copping (1)  
The Vendor (2)

SIGNED SEALED and DELIVERED by the said)

FREDERICK CHARLES COPPING in the

presence of:

*Hedley Charles Galewitz,*  
*Church Street,*  
*Stroudbrooke,*  
*Headmaster.*

*Frederick Charles Copping*

SIGNED SEALED and DELIVERED by the said)

SPENCER ROBERT HAWES in the presence of)

*R. J. Preston*  
*Clerk* with *Patty Dawson* *Quiers*  
*Secretary.* *Dir.* *Norwich.*

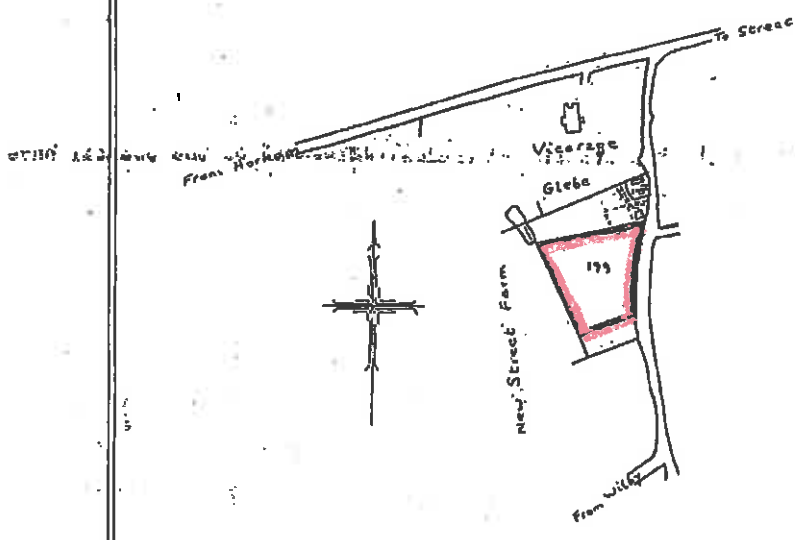
*S. R. Hawes*

SIGNED SEALED and DELIVERED by the said)

GORDON DENIS LAST in the presence of:

*G. D. Last*

*G. D. Last*



Scale of Chains.



DATED 14<sup>th</sup> October 1953.

F. C. COPPING ESQ.

to

THE STRADBROKE PARISH COUNCIL.

# Conveyance

of land at Stradbroke in the County of Suffolk.

2

RECEIVED

CHARITY COMMISSION

**MEMORANDUM.** BY a Conveyance dated the 1st day of March 1965 the within named Council conveyed to the Trustees of the Stradbroke Village Hall ALL THAT parcel of land situate at the north-eastern corner of the within described property having an area of approximately .280 of an acre in fee simple.

**MEMORANDUM** By a Deed of Exchange dated 19th day of October 1972 made between The Parish Council of Stradbroke of the one part and Suffolk and Ipswich Fire Authority of the other part the said parties exchanged their respective lands situate at Stradbroke Suffolk shown coloured yellow and blue respectively on the attached plan in fee simple.

**MEMORANDUM**

By a Conveyance dated the 1st Day of July 1994 the within named Council conveyed to the Trustees of the Stradbroke Village Hall all that piece of land off the Wilby Road at Stradbroke in the County of Suffolk as the same is for the purpose of identification only delineated and edged red on the plan annexed thereto together with the rights and subject to the exceptions and reservations therein contained and by such Conveyance acknowledge their right to production and delivery of copies of the within written conveyance.

# 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.

PC 3

DATED ..... 8<sup>th</sup> November ..... 1996

THE PARISH COUNCIL OF STRADBROKE  
TO  
THE STRADBROKE HEALTH TRUST

COUNTERPART/  
LEASE

relating to land at Wilby Road  
Stradbroke Suffolk

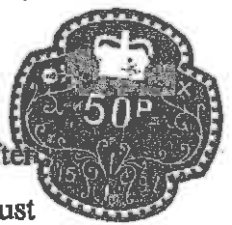
David George  
Solicitor and Notary  
Framlingham Suffolk  
(Ref: DRG/95355)



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PP  
101

THIS LEASE is made the *eight* day of *November*  
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 or body 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  
NOW THIS DEED WITNESSES:-

2/16



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 edged red on the plan annexed hereto ("the Premises") TOGETHER WITH

(a) a right of way with or without vehicles between Wilby Road and the Premises over the area shown hatched in black on the said plan and over the adjacent parking area cross hatched black on the plan subject to the payment from time to time of a proportionate part according to user of the costs of maintenance repair and renewal

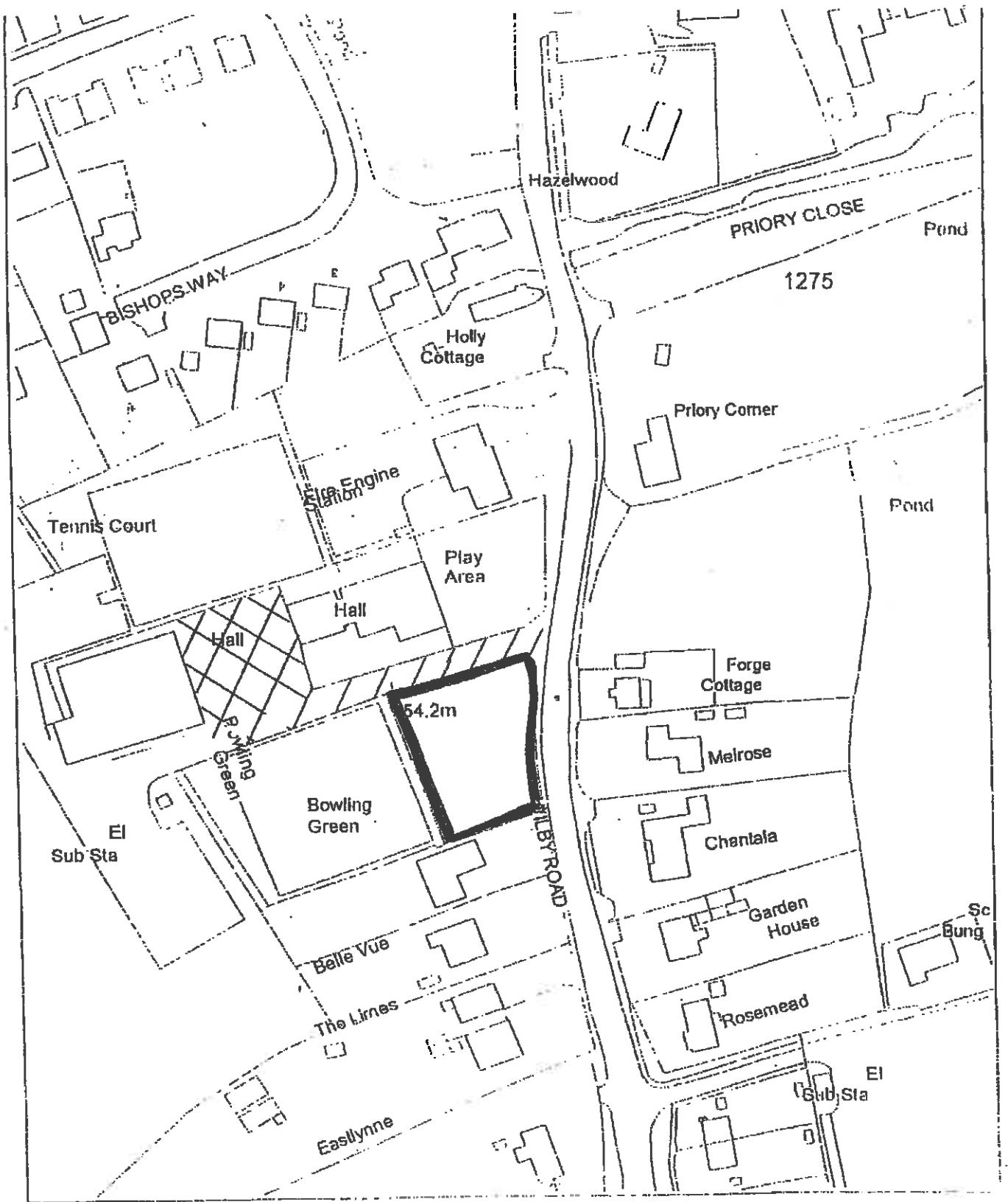
(b) the right to park vehicles on the areas cross hatched black on the said plan

TO HOLD the same unto 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 on the first day of April in every year during the tenancy the yearly rent ascertained in accordance with the provisions contained in the schedule to this Lease

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 ("the 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 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 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 1990 or any amendment thereof or any Regulations made thereunder or which shall contravene the provisions thereof or any subsequent re-enactment of the same and at all times hereafter to indemnify and keep indemnified the Parish Council against all 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 but upon prior written notice 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 ancillary purposes and for no other purpose whatsoever

(12) To insure and keep insured in the name of the Health Trust and the occupiers thereof 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 as follows:-

(1) 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

(2) that 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. (1) 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 subject to review in accordance with the provisions contained in the schedule to this Lease

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

(1) If the reserved rent or any part thereof shall be in 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 any 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 principal address 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

7. It is hereby certified that there is no Agreement for Lease (or Tack) to which this Lease (or Tack) gives effect

IN WITNESS whereof **STUART GEMMILL**  
and **CHRISTINE BATES** on behalf of the Parish  
Council have hereunto set their hands as their Deed and Peter Donald Smith and  
Gerald Edward Jenkins on behalf of the Health Trust have also set their hands as their  
Deed on the day and year first before written

THE SCHEDULE before referred to

Provisions for ascertaining the yearly rent payable under this Lease

1. During the period from the commencement of the term until the date when the initial Health Trust capital borrowing has been discharged the yearly rent shall be One Pound (£1.00)
2. During each of the respective periods of three years from such date and every third anniversary thereof ("the Review Dates") or in the case of any of them ("the Review Date") the yearly rent shall be the greater of the yearly rent payable immediately before each respective Review Date and either
  - (a) Such sum as not less than three months prior to each respective Review Date is agreed in writing between the parties or if agreement is not reached not less than two months prior to the Review Date
  - (b) Such sum as is certified in writing by a valuer (to be appointed by the parties or if they do not agree upon a valuer not less than one month prior to the Review Date to be appointed by the President for the time being of the Royal Institute of Chartered Surveyors on the application of the first of the parties hereto to apply to him) as the fair market rent of the premises with vacant possession between a willing Lessor and a willing Lessee at each respective Review Date but disregarding any effect on it of the considerations specified in paragraphs (a) (b) and (c) of Section 34(1) of the Landlord and Tenant Act 1954 as amended by the Law of Property Act 1969
3. If the amount of the yearly rent in respect of any period is not so agreed or certified until after the commencement of that period the Health Trust shall pay to the Parish Council on the next day on which a payment of rent falls due after the amount of it has been agreed or certified such sum if any as is equal to the excess of the rent



so agreed or certified over that which has been paid for so much of the period as has then elapsed

4. The costs of any valuer appointed under this schedule shall be borne by the parties hereto in equal shares

5. Time shall not be of the essence in respect of the provisions of this schedule

SIGNED as a Deed and  
DELIVERED by the said  
PETER DONALD SMITH  
in the presence of:-

) P. A. Lull  
)  
) J. J. Harlett  
) Holly Bank, Syston, Diss, Norfolk  
) Clerk.

SIGNED as a Deed and  
DELIVERED by the said  
GERALD EDWARD JENKINS  
in the presence of:-  
WALTER

) G. W. Jenkins  
)  
) J. J. Harlett  
) Holly Bank, Syston, Diss, Norfolk  
) Clerk.

PC4

HM Land Registry  
Official Copy  
This copy may not be the same size as the  
original.

*Dis in RR 50* SK296831

**DATED** *8<sup>th</sup> November* **1996**

**STRADBROKE HEALTH TRUST**

to

**BRIAN MALCOLM GOODGE  
GREGORY MARTIN READ and  
SANDRA JOAN HOLMES**

COUNTERPART

**UNDERLEASE**

relating to premises situate at  
Wilby Road, Stradbroke, Suffolk



Messrs. Rollin & Co.,  
Park House,  
Mere Street,  
Diss,  
Norfolk IP22 3JY.

9

**HIS UNDERLEASE** is made the *8<sup>th</sup>* day of *November* One thousand

nine hundred and ninety-six **BETWEEN STRADBROKE HEALTH TRUST** of Stradbroke in the County of Suffolk (hereinafter called "the Health Trust") (which expression shall include its successors in title) of the one part and **BRIAN MALCOLM GOODGE GREGORY MARTIN READ** and **SANDRA JOAN HOLMES** all of Fressingfield Medical Centre Fressingfield in the said County of Suffolk (hereinafter called "the Tenant") of the other part

**IN THIS AGREEMENT:**

1. (1) The premises shall mean the premises demised by the Lease hereinafter described
  - (2) The Lease shall mean the Lease made the *8<sup>th</sup>* day of *November* One thousand nine hundred and ninety-six between Stradbroke Parish Council of the one part and the Landlord of the other part by which the premises were demised to the Landlord for a term of fifty years from the first day of April One thousand nine hundred and ninety-six at the rent therein contained
  - (3) For all purposes of this Underlease the terms set out above shall have the meanings specified
- 8-11-96*  
*7-11-2008*
2. The Landlord demises to the Tenant the premises together with the rights specified in the Lease **TO HOLD** the premises to the Tenant for the term of twelve years from the date hereof yielding and pay to the Landlord the rent of £785.00 per year payable without any deduction by equal monthly payments in advance on the first day of each month and proportionately for any period of less than a year the first such payment being a proportionate sum in respect of the period from and including the date hereof to and including the date before the first day of the succeeding month after that date to be paid on the date of this Underlease

We hereby certify this to be a true copy of the original

*Rollin & Co*  
**ROLLIN & CO**  
Solicitors

Part House, Mass Street, Bury

Except as to the term of years granted and the rent reserved this Lease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Lease as if the same were set out in this Lease in full with such modifications only as are necessary to make the same applicable to the present demise and the parties to this Lease

- 4. (1) The Tenant covenants with the Landlord to observe and perform all the covenants and conditions entered into by the Landlord herein in the Lease. (except as to the payment of rent and clause 2(1) thereof)
- (2) The Landlord covenants with the tenant to observe and perform all the covenants and conditions on the part of Stradbroke Parish Council contained in the Lease

IN WITNESS whereof the parties hereto have hereunto set their hands and delivered this as their act and deed the day and year first before written

SIGNED as a Deed by PETER DONALD SMITH on behalf of Stradbroke Health Trust in the presence of:-  
*Peter D. Smith*  
*Solicitor*  
*Diss*

*P. D. Smith*

SIGNED as a Deed by the said BRIAN MALCOLM GOODGE in the presence of:-  
*Brian Malcolm Goodge*  
 Occupation Practice manager

*Brian Malcolm Goodge*

SIGNED as a Deed by the said GREGORY MARTIN READ in the presence of:-  
*Gregory Martin Read*  
 Occupation Practice manager

*Gregory Martin Read*

(10/11/21)

SIGNED as a Deed by the said SANDRA JOAN )  
HOLMES in the presence of:- ) X

S. Holmes  
S J H

W  
I  
T  
N  
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S  
S

Sign A. M. Almer

ADDRESS WHITE LEAF COTTAGE  
MARKET SQUARE  
LAXFIELD

Occupation Practice manager.

PC5

**DATED**

**2018**

**STRADBROKE PARISH COUNCIL (1)**

**AND**

**STRADBROKE CHARITABLE TRUST (FORMERLY STRADBROKE HEALTH TRUST) (2)**

**AND**

**THE STRADBROKE TRUST (3)**

**LICENCE TO ASSIGN—NEW TENANCY**

**RELATING TO**

**LAND ADJACENT TO WILBY ROAD, STRADBROKE, SUFFOLK**

**Ashtons**  
LEGAL

**Fairstead House  
7 Bury Road  
Thetford  
Norfolk  
IP24 3PL  
BRB/273388-0001**

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**DATE:**

**2018**

**PARTIES:**

- (1) **STRADBROKE PARISH COUNCIL** of Mill Hill House, Church Lane, Wickham Skeith, Suffolk IP23 8NA (the 'Landlord')
- (2) **STRADBROKE CHARITABLE TRUST** of Hayfield House, Haxfield Road, Stradbroke, Eye, Suffolk IP21 5HX (registered charity number 1050891) formerly known as Stradbroke Health Trust (the 'Tenant')
- (3) **THE STRADBROKE TRUST** of Hayfield House, Haxfield Road, Stradbroke, Eye, Suffolk IP21 5HX (a charitable incorporated organisation registered with the Charity Commission under number (1165750) (the '**Assignee**')

**1. DEFINITIONS**

**Assignment:** the assignment permitted by this licence;

**HM Land Registry Plan:** the plan annexed to this licence and signed and dated by the Landlord, the Tenant and the Assignee;

**Lease:** the lease of the Property dated 8 November 1996 and made between **STRADBROKE PARISH COUNCIL** and **STRADBROKE HEALTH TRUST** and including any documents supplemental to the Lease;

**Property:** the Land situated adjacent to Wilby Road, Stradbroke as more particularly described in and demised by the Lease;

**Tenant Covenants:** has the meaning given to the term tenant covenants in the 1995 Act;

**1995 Act:** the Landlord and Tenant (Covenants) Act 1995.

**2. INTERPRETATION**

2.1 This licence is supplemental to the Lease.

2.2 Any covenant by more than one person is joint and several.

2.3 Any terms that are defined in the Lease have the same meaning when used this licence.

2.4 References to the Landlord are to the person from time to time entitled to the immediate reversion to the Lease.

2.5 Unless otherwise stated, a reference to any statute or statutory instrument is a reference to it as it is in force from time to time and includes any subordinate legislation made from time to time under that provision and any legislation amending, consolidating or replacing it.



### **3. CONSENT TO ASSIGNMENT**

- 3.1 The Landlord consents on the terms set out in this licence to the assignment by the Tenant to the Assignee of the Property for the residue of the term of the Lease.
- 3.2 For the avoidance of doubt Clause 4(1) of the Lease is not personal to the Tenant. It shall continue for the benefit of the Assignee and is not varied by this licence.

### **4. ASSIGNEE'S COVENANT**

The Assignee covenants with the Landlord:

- 4.1 (to the extent permitted under the 1995 Act) on and from completion of the Assignment to perform and observe the Tenant Covenants and other conditions of the Lease;
- 4.2 to indemnify the Landlord against any liability arising from a breach of its covenant contained in clause 4.1;
- 4.3 to notify the Landlord as soon as the Assignment has completed and to provide the Landlord with the name and address of the person to whom future rent demands should be sent;

### **5. TENANT'S COVENANTS**

The Tenant covenants with the Landlord to pay on the grant of this licence the proper and reasonable costs and disbursements (plus any Value Added Tax) incurred by the Landlord's solicitors, surveyors and other professional advisers in connection with the Tenant's application for consent and the preparation, execution and completion of this licence;

### **6. REGISTRATION OF THE ASSIGNMENT**

6.1 The Assignee covenants with the Landlord to:

- 6.1.1 apply to HM Land Registry within 28 days after completion for registration of the Assignment;
- 6.1.2 deal promptly with any requisitions raised by HM Land Registry; and
- 6.1.3 give the Landlord official copy entries of its title within one month of the registration of the Assignment having been completed.

6.2 The Assignee covenants with the Landlord to register the Assignment with the Landlord's solicitors within one month of completion of the Assignment along with certified copies of all relevant documents and a registration fee of £50.

6.3 The Tenant covenants with the Landlord to ensure that the Assignee complies with its covenant in clauses 6.1 and 6.2.

6.4 The Landlord, Tenant, and Assignee acknowledge that the plan annexed to the Lease does not meet HM Land Registry requirements and agree that the HM Land Registry Plan will be used for any application made by the Assignee in accordance with its covenant in clause 6.1. To that end each of the parties to this licence:

6.4.1 have each signed and dated the HM Land Registry Plan with the intention that it is incorporated into the Lease as an additional plan;

6.4.2 confirm that the HM Land Registry Plan has been introduced as an additional plan solely to ensure compliance with HM Land Registry requirements in respect of plans showing the location and extent of the Property demised by the Lease;

6.4.3 confirm that the HM Land Registry Plan accurately shows and does not vary the Property demised by the Lease; and

6.4.4 confirm that the HM Land Registry Plan does not vary the Lease and that all landlord and tenant covenants of the tenancy and other conditions of the Lease remain in full force and effect.

## **7 RESTRICTION ON CONSENT**

The Landlord's consent is restricted to the Assignment and does not authorise any other dealing with the Lease or any variation of the terms of the Lease.

## **8 COMPLETION OF THE ASSIGNMENT**

8.1 If the Assignment is not completed within three months after the date of this licence then unless the Landlord (in its absolute discretion) extends that period the consent given by this licence will become void.

8.2 If the Assignment has not been registered at HM Land Registry within three months after completion then this licence will be voidable at the discretion of the Landlord but without any liability on the part of the Landlord to refund any monies paid to the Landlord in respect of this licence.

## **9 NOTICES**

Section 196 of the Law of Property Act 1925 applies to all notices served under this licence but its provisions are extended so that any notice or demand in connection with this licence may be sent by first class post and if sent from within the UK properly stamped and correctly addressed will be conclusively treated as having been delivered two working days after posting.

## **10 THIRD PARTIES**

Unless expressly stated nothing in this licence confers rights on any person under the Contracts (Rights of Third Parties) Act 1999.

## **11 GOVERNING LAW AND JURISDICTION**

11.1 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including on-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2 The parties irrevocably agree the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

## **12 LIMITATION ON TRUSTEES' LIABILITY**

12.1 The liability of the persons signing this licence in their capacities as trustees of each charity is limited in amount to the realisable value of the assets of either the Stradbroke Charitable Trust or the Stradbroke Trust (as appropriate) and nothing contained in this licence entitles the Landlord to any right or remedy against the personal estate, property, effects or assets of the individual trustees signing this licence.

This licence has today been duly executed and delivered as a deed

Signed as a deed by **STRADBROKE PARISH COUNCIL** )

acting by two authorised signatories: )



\_\_\_\_\_  
[Authorised Signatory]

JAMES  
HARGRAVE ]



\_\_\_\_\_  
[Authorised Signatory]

DAVID TUNNY ]

SIGNED as a DEED by **PETER DONALD SMITH** as trustee for )  
**STRADBROKE CHARITABLE TRUST** in the presence of: )

Witness signature: ) \_\_\_\_\_

Name: ) \_\_\_\_\_

Address: ) \_\_\_\_\_

) \_\_\_\_\_

Occupation: ) \_\_\_\_\_

SIGNED as a DEED by **ROGER TURKINGTON** as trustee for )  
**STRADBROKE CHARITABLE TRUST** in the presence of: )

Witness signature: ) \_\_\_\_\_

Name: ) \_\_\_\_\_

Address: ) \_\_\_\_\_

) \_\_\_\_\_

Occupation: ) \_\_\_\_\_

Signed as a DEED by **THE STRADBROKE TRUST** )

\_\_\_\_\_

(a charitable incorporated organisation) acting by )

[ ] and [ ], two of its trustees)

\_\_\_\_\_

**RE: Stradbroke Parish Council - Lease Assignment PTL:00611000000653**

Colette Dexter &lt;Colette.Dexter@ashtonslegal.co.uk&gt;

Mon 03/12/2018, 16:39

To: Stradbroke Parish Council &lt;StradbrokePC@outlook.com&gt;

Cc: Hannah Jones &lt;Hannah.Jones@ashtonslegal.co.uk&gt;

Dear Odile

Thank you for your email of 30 November 2018.

As an update, I have not heard any further update on progress from the Trust's solicitor with regards to the appointment of 2 more Trustees of the Stradbroke Charitable Trust in order to come to a decision to assign the Lease. However in the meantime I have requested their solicitor to update us on their progress, and I will forward this update on to you once received.

Kind regards

Colette

Colette Dexter Paralegal

t: 01603 703262

f: DX: 138522 Norwich 7

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**RE: Stradbroke Parish Council - licence to assign PTL:00611000000540**

Colette Dexter &lt;Colette.Dexter@ashtonslegal.co.uk&gt;

Fri 02/11/2018, 16:12

To: Stradbroke Parish Council &lt;stradbrokepc@outlook.com&gt;

Cc: Hannah Jones &lt;Hannah.Jones@ashtonslegal.co.uk&gt;

Dear Odile

I write further to your below email to let you know I have now heard back from my colleague within our Trusts department.

After my colleagues review of the Trust Deed and accompanying documents, they have advised that Clause 9 of the Trust Deed is not relevant in this instance as that relates to delegated functions of the trust and it would appear that there has been no delegation from what we can see.

Clause 11 is relevant in that for the Trust to come to a decision to assign the Lease, there needs to be at least 4 trustees for there to be a quorum (i.e. minimum number of Trustees). It would therefore suggest that for the Charity to validly make a decision to assign the lease, there needs to be at least 4 Trustees of whom three must agree to the assignment of the Lease on behalf of the Trust.

In order to proceed with the assignment, my colleague suggests that the Stradbroke Charitable Trust will need to appoint 2 new Trustees, based on the assumption that there are only 2 registered trustees at present. Once there are 4 Charity trustees, the trustees should convene a meeting at which all are present and they decide by at least 3 trustees to assign the lease, and from there direct the registered owners of the Lease as per the title documents to assign the lease to the assignee.

At this point, I will revert back to the Trust's solicitor with the above points, and let you know of their response once received.

Kind regards  
Colette

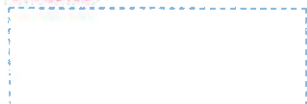
Colette Dexter Paralegal

t: 01603 703262

f: DX: 138522 Norwich 7

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**From: Stradbroke Parish Council [mailto:stradbrokepc@outlook.com]  
Sent: 17 October 2018 11:46  
To: Colette Dexter <Colette.Dexter@ashtonslegal.co.uk>  
Subject: Re: Stradbroke Parish Council - licence to assign PTL:0061100000540**

**Thank you for your email.**

**I have managed to scan and convert to pdf the copy of the Trust Deed given to me by the chairman of the Stradbroke Charitable Trust.**

**I am attaching it herewith.**

**The Parish Council's concern stems from point 9, and the requirement for a minimum of 3 Trustees to be in place. This figures is also stated in point 11.**

**I hope this is of help, obviously the Parish Council have approved the assignment and signed the documents, the Councillors are only seeking reassurance that the Trust has fully complied with its own Trust Deed and will not be considered in breach.**

---

**Regards  
Odile Wladon  
Clerk  
Stradbroke Parish Council**

**Mobile: 07555 066147**

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(2)	<p>3 Wheatsheaf Cottages, Queen Street IP21 5HH. Councillors resolved unanimously to support this application.</p> <p><b>Results of planning applications considered by MSDC since the PC last met:</b>  <b>DC/17/05565</b> - Land to the north of Jubilee House, Meadow Way, IP21 5JW REFUSED  <b>DC/17/05571</b> - Land @ Grove Farm IP21 5HQ WITHDRAWN  <b>DC/18/02621</b> – Plot 1, Hillcrest, New Street IP21 5JJ GRANTED  <b>DC/18/02624</b> – Plot 2, Hillcrest, New Street IP21 5JJ GRANTED  <b>DC/18/02634</b> - 15 Woodfields, IP21 5JQ NO UPDATE  <b>DC/18/02821</b> – Land opposite Magnolia House, Wilby Road IP21 5JP WITHDRAWN  <b>DC/18/02905</b> – The Coach House, Church Street IP21 5HT GRANTED</p>	
18.9.9	<p><b>Cllr Flatman (District - Mid Suffolk)</b>  A copy of the submitted report is appended to the minutes.</p>	
18.9.10	<p><b>Policies/Procedures:</b> There were no policies for review at this meeting.</p>	
18.9.11	<p><b>Youth Council</b>  Councillors resolved to help establish a Youth Council within Stradbroke – it is intended that this will give a voice to the youth in the village. TW offered to work with the Clerk to establish this. Cllr Flatman stated that some funding from Locality may be available.</p>	TW / Clerk
18.9.12	<p><b>Neighbourhood Plan</b>  Councillors noted that Jeremy Edge has had to withdraw from the examination of the neighbourhood plan for personal matters not related to the plan.  Councillors also noted that MSDC have appointed Janet Cheesley to pick up the examination and she will commence work as soon as possible. As a consequence of this delay, the referendum has had to be deferred.</p>	
18.9.13	<p><b>Asset Working Group</b>  <u>Licence to Assign</u>  Councillors noted that the licence to assign has been agreed with the Stradbroke Charitable Trust.  Councillors resolved that the licence to assign the lease between Stradbroke Parish Council and the Stradbroke Charitable Trust (formerly known as the Stradbroke Health Trust) should be signed and returned to Ashtons Legal to enable the assignment of the lease to the Stradbroke Trust to be completed. James Hargrave and David Turner duly signed the Licence on behalf of the council.  <u>Rent review</u>  Councillors noted that the rent review process for the health centre has commenced. This review will set the rent for the 3 year period commencing on 1<sup>st</sup> April 2019.</p>	
18.9.14 (1) (2)	<p><b>Risk Assessment:</b>  (1) CE volunteered to carry out assessments at the Community Centre Play park, a volunteer is still needed for Westhall.  (2) Reports were received from Councillors as follows:  <u>Community Centre Play Park</u> – no report  <u>Fitness Track</u> – the wood remains a slight issue, but Councillors did not feel there was sufficient danger to merit closing the track.  <u>Westhall Play Park</u> – gates to toddler area do not close. The Clerk will chase up the contractor asked to undertake the work. There was some evidence of vandalism on the picnic benches and broken glass which has been cleared. Litter is an issue as the bin is considered to be “too far away”. The bin is not easily moved as it is on a concrete base, moving it to nearer the picnic tables and play areas could cause additional problems with wasps and flies in the summer months.  It was agreed that a letter would be sent to the houses near Westhall to ask the residents what they feel can be done to help with the problems in the area.  <u>Cemetery</u> – nothing to report other than rabbit holes. It was suggested that anyone who wishes to fill some of the holes can use the spoil at the rear of the cemetery to do so.  <u>Permissive Path</u> – walkable</p>	Clerk
18.9.15 (1)	<p><b>Finance</b>  Councillors noted the cheques signed during August by JH and VL, as per the attached</p>	



<p>(2)</p> <p>(3)</p> <p>(4)</p> <p>(5)</p>	<p>schedule.</p> <p>Councillors reviewed and resolved to approve the annual insurance renewal through Came &amp; Co. Councillors noted that this is the final year of a 3 year agreement</p> <p>Councillors noted the account balances at 31<sup>st</sup> August 2018 as:  Current Account - £6,521.21  Deposit Account - £19,309.39</p> <p>Councillors resolved to approve the cheques for signature and noted the receipts in the month as per the schedule appended to the minutes.</p> <p>Audit 2017/18  Councillors noted that the external auditor, PKF Littlejohn LLP raised no additional matters during the audit and did not add to the 2 points raised by the internal auditor:  1. The precept figure should be noted in the minutes as well as the appended report.  2. The Parish Council's general reserve account was considered low following the purchase of the new play park equipment.</p>	
<p>18.9.16</p>	<p><b>Footpaths</b>  DT raised concerns about a footpath as you leave Stradbroke via Queen's Street. The Clerk will investigate.</p>	<p>Clerk</p>
<p>18.9.17</p>	<p><b>Parish Map</b>  Councillors approved the map with the comment that the Baptist Chapel should be included.</p>	<p>Clerk</p>
<p>18.9.18</p>	<p><b>Mid Suffolk Awards</b>  Councillors noted that the closing date for nominations is 28<sup>th</sup> September.</p>	
<p>18.9.19</p> <p>(1)</p> <p>(2)</p> <p>(3)</p>	<p><b>Clerk's Report:</b>  <b>Medical Centre</b> – Councillors noted that there were no updates received this month  <b>Training</b> – there was no updates to note at this meeting.  <b>General:</b></p> <ul style="list-style-type: none"> <li>• Complaints are being received regarding broken glass in the play areas – see item 18.9.14</li> <li>• The Clerk has investigated the removal of the wooden edging around the fitness track. It is recommended that the gap should be filled with top soil.</li> <li>• No response has been received from the mobile phone operators – a follow up letter will be sent.</li> <li>• A contractor has been appointed to carry out the work to the gates at the Community Centre site.</li> <li>• The work to repaint the phone kiosk has been completed.</li> <li>• A new back board has been installed in the Parish Council noticeboard.</li> <li>• The replacement VAS sign for Westhall is still under discussion at the Highways Department of Suffolk County Council.</li> <li>• Following advice received from the Police on improving security on the Community Centre site. The hedge at the play park on Wilby Road has been reduced in height. A rotten wooden fence was removed from within the hedge at the same time.</li> </ul>	<p>Clerk</p>
<p>18.9.20</p>	<p><b>Correspondence</b>  The following correspondence was noted or actioned as follows:  <u>Emails previously circulated:</u></p> <ul style="list-style-type: none"> <li>• MSDC – information concerning Councillor Achievement awards</li> <li>• Suffolk Tree Warden Network – update on planning policy regarding ancient habitats and woodland.</li> <li>• SALC – call for evidence regarding independent review of planning appeals</li> <li>• Local Government Boundary Commission – update on final decision for Mid Suffolk</li> <li>• Suffolk Police – update on changes to policing.</li> </ul> <p><u>Tabled Letters:</u></p> <ul style="list-style-type: none"> <li>• Email from a resident concerning cycling on Willow Close will be passed to SCC Highways department with photos of existing railings as reference.</li> <li>• MSDC – Licensing Team: Gambling Act 2005 (notice of consultation) was noted.</li> </ul>	<p>Clerk</p>



	<ul style="list-style-type: none"> <li>MSDC – Invitation to Town &amp; Parish liaison meeting 9<sup>th</sup> October was noted.</li> <li>Letter from Stradbroke Trust (copy attached) will be reviewed by Councillors and any comments added to the next agenda.</li> </ul>	<b>Agenda</b>
<b>18.9.21</b>	<p>Matters for inclusion in the agenda for the next meeting – 8<sup>th</sup> October 2018:</p> <p>Letter from Trust  Fitness Track – removal of wooden edge  ½ year accounts and reserves  Office 365</p> <p>Any other matters for inclusion on the agenda, should be submitted to the Clerk by 28<sup>th</sup> September 2018</p>	

There being no further business the meeting closed at 21.30hrs.

Signed:  \_\_\_\_\_  
Chairman

8<sup>th</sup> October 2018

## The Stradbroke Trust

Trustees: Peter Smith (Chairman), Roger Turkington, Stuart Crane (Treasurer), Mike Grigg and Jane Merritt (Secretary).

Hayfield House, Neaves Lane, Stradbroke. Suffolk. IP21 5JE. Tel: 01379 384047

Registered No. 1165750

September 7th 2018

Dear Parish Councillor,

We have been advised that some Councillors do not know the history of The Stradbroke Trust or how we use the rent received from the NHS. We are not secretive about this and regularly place articles in the Stradbroke Monthly saying what we have done but for the benefit of those that are not necessarily aware of what we do, we are writing to you with a summary.

The Stradbroke Charitable Trust (formerly known as the Stradbroke Health Trust) was set up in 1995, with five Trustees - its principle aim being the building of the Stradbroke Medical Centre, for the benefit of the residents of Stradbroke and the surrounding villages. Money was raised to complete the Surgery through very generous donations from Stradbroke residents and a substantial mortgage, for which the original trustees had to give personal guarantees to the bank. The cost of this building together with finance costs and professional services was approximately £200,000. Once the mortgage was paid off in 2006 the 'peppercorn' rent of £1 pa paid to the PC for the land, was increased to £50 pa and then increased to £1200 pa in 2016.

The primary responsibility of The Trust is to maintain and insure the building and respond to any changing needs of the surgery. The Trust has improved the Surgery by upgrading the parking area and repainting signage, creating an additional consulting room, installing Air Conditioning, upgrading and securing the Dispensary, installing Automatic-opening doors to the front and a secure door to the rear. On a day to day basis essential repairs are carried out voluntarily by Trustees, or local professionals are asked if the job is too great. Trustees are often asked to attend a problem at a moment's notice (blocked toilets, leaks, electrical problems) and always resolve these as soon as possible. The total cost of these improvements and maintenance is approximately £45,000 to date.

Prior to the mortgage being paid off, The Trust was able to support a number of smaller projects, but in the last 11 years we have been able to use surplus income to greater effect, not by simply giving out grants to various groups and good causes, but working up and implementing substantial projects with the support of other groups in many cases and financial support from grant making bodies. The **total** cost of these major projects is given below:

Outdoor Fitness Track and Exercise Equipment	£18,000
Drainage of Playing Field	£58,000
Purchase of 6-acre field and creation of allotments and community garden	£91,000
Building of Community Store on Playing Field	£14,000
Permissive path the Stradbroke Cemetery and 2 bridges	£23,000
Stradbroke High School M.U.G.A (multi-use games area)	£63,000
Wilby School 'Quiet Garden'	£10,000
Total	£277,000

Smaller projects have included donations to the Fressingfield Scouts, Guides, Rainbows, Good Neighbours, Seckford Trust and others - total expenditure circa £3,000. These organisations are supported by and support residents both in Stradbroke and the surrounding Parishes.

Our total rental income over the last 11 years is approximately £120,000, taking out the costs associated with the surgery, leaves us with around £75,000 to put to good use in our community. As can be seen from the figures above we have actually been able support and/or implement projects to a value of around £280,000 i.e. 4 times our net rental income. This has only been possible thanks to the many generous donations and legacies the Trust receives from villagers and our ability secure grant income from various bodies. All Trustees are volunteers and our administration costs are virtually zero as Trustees do not claim expenses.

The substantial costs incurred in transferring to a CIO together with the recent increase for the land and some large expenditure on the surgery, has somewhat limited our ability to go ahead with another major project until our funds have increased.

We hope this gives Parish Councillors a better understanding of how The Stradbroke Trust was formed and how it distributes funding for the benefit of all. If any Councillors have a query or would like to know more we are more than happy to discuss and/or meet with them.

Kind regards

The Stradbroke Trust

# PARISH OF STRADBROKE

## MINUTES OF THE ANNUAL PARISH MEETING

held at the **Community Centre, Stradbroke, on Thursday the 1st day of May 2008 at 7.30pm.**

**Present:** 27 members of the public;

**In Attendance:** Cllr Guy McGregor; Cllr Stuart Gemmill; PC Tim Green; Carol A Smy, Clerk to the Parish Council

1. The Chairman of the Parish Council, Ann Kerr, opened the meeting by warmly welcoming all those present.
2. Apologies for absence were received from: Brian Berwick; Stella Bryant; Karen Hillen; Mark Peacock.
3. The Minutes of the Annual Parish Meeting held on 26<sup>th</sup> April 2007 were unanimously approved and signed as a true record.
4. There were no matters arising from the minutes.
5. The Chairman of Stradbroke Parish Council presented her Annual Report for 2007/8:  
 The Play Parks at Westhall and the Community Centre were now completely equipped and as well as looking splendid were well used. Older equipment had been repainted and refurbished. A new gate had been installed at the Community Centre Park; the Westhall goal posts had been removed for refurbishment by MSDC; there had been issues over the grass cutting in the fenced off area at Westhall as the gates had been locked and no keys could be found. New locks had been fitted and the grass should be cut in future as part of the regular programme.  
 Annual inspections are undertaken by RoSPA accredited inspectors and the areas are checked on a monthly basis. All residents were asked to inform a Councillor or the Clerk if anything is notices requiring action.  
 The Parish Council was very grateful to Nick Thompson for taking up the baton of Neighbourhood Watch. Apart from the added level of security the scheme provided it also helped to keep household insurance premiums down.  
 New seats had been installed in the cemetery, Westhall and the Community Centre area.  
 The HEART Foyer building had been sold and half of the profit was ring-fenced by the Housing Association for affordable housing within the village  
 The Coronation Gates were in place and seemed to be working well. They looked very smart.  
 The Village Directory was not published last year but will be ready for distribution after the next Parish Council meeting.  
 The new Parish Magazine team had operated very successfully for the past year although new volunteers were always welcome. Help with all aspects of production was needed. A new printer would be needed in the near future.  
 The website had gone from strength to strength; again more help would always be welcome as would ideas.  
 Planning continued to occupy a great deal of the Parish Council's time. Councillors tried to take a balanced approach in preserving heritage, enhancing the village and ensuring safety for motorists and pedestrians. Preserving amenities and allowing sufficient parking were also important. It had been decided that yellow lines along Queen Street were too intrusive for a village street and were generally ignored.  
 Council finances were healthy and there were no major calls on the budget for the immediate future. The Chairman touched on the current deliberations of the Boundary Committee considering a unitary future for the county. She encouraged everyone to look at the concepts on the website. The Parish

Council would be submitting a response during the consultation period from July to September but would also give its views prior to the beginning of the consultation.

Looking to the future the playing field drainage would possibly be considered again; a survey was to be undertaken on wildlife in the cemetery or the Suffolk Wildlife Trust and the Chairman was keen to involve the young people of the village in this.

Any further ideas for the Parish Council to consider would be most welcome.

6. A report from PC Tim Green, Community Beat Officer is appended to these minutes. Further to a question about the Property Photographing Service PC Green advised that, as far as he knew, this was free. PC Green was asked about the areas where young people congregated now the Coronation Gates were being locked. He replied that they move around the different villages and those on foot still group around the Spar shop and the telephone kiosk but those in vehicles have moved on.
7. County Councillor Guy McGregor reported on the Council Tax rise of 3.7% being lower than the rise in state pensions for the coming year. He stressed this was the lowest in the region and that funding from central government is £12m short. Despite that SCC is providing a 4\* service and is the only 4\* authority in the first tier of government. There are still issues to address and the council will continue to work to provide quality, economical services. Cllr McGregor continues to lead the Highways Committee and was keen to see the expansion of public transport between villages and main centres as well as the strengthening of road safety measures. Locality funding had been used towards Youth Clubs and footpaths. Recycling was to the fore as landfill costs were rising astronomically. PFI support had been gained for an 'energy from waste' project. Cllr McGregor gave a detailed outline of the joint SCC/MSDC concept for a new unitary authority and opined that any other model would require separate authorities for the Fire and Ambulance services. He stated that area committees would cover localised planning and other local issues under the single authority format. Cllr McGregor was asked about any other concepts passed to the Boundary Committee. He replied that East and West Suffolk models had been put forward. SLAC favoured the single authority bid of SCC & MSDC. Thanks were proposed from the floor to Cllr McGregor for attending as many meetings of the Parish Council as he does.
8. District Councillor Stuart Gemmill's report is appended to these minutes. He was asked about the recycling scheme for garden refuse. It appeared to be oversubscribed already. Cllr Gemmill had not heard that this was the case.
9. Mr Perry Linsley of Stradbroke Business & Enterprise College presented his report. Appended.
10. Ms Melanie Barrow of Stradbroke CEVCP School sent a written report which was read by the Chairman. Appended.
11. Mr Tony Ambler, Editor of the Stradbroke Monthly, presented a report on his first fourteen months in office. From comments made the magazine is constantly improving and more articles are being submitted (45 in April 2008) month on month. The problem is the space to publish them. More volunteers are always welcome to join the team in any capacity. A new copier that would be more able to speed up the printing would be very welcome. Thanks were proposed to Tony Ambler for the excellent magazine. It is much appreciated in the village. It was also stated by Iris Badcock that, when she had been looking for a village to move to, the estate agents sent her to the Post Office where she was handed a copy of the magazine and that led her to decide upon Stradbroke as THE place to live!



12. Reports from Village Organisations
- 12.1 **Neighbourhood Watch** - Nick Thompson's report is appended to these minutes. He was thanked most sincerely for taking on the role of co-ordinator and saving the village scheme (plus the savings in insurance premiums).
- 12.2 **Stradbroke Local History Group** - Mike Readman reported the 2 or 3 meetings held per year were very well attended. A new projector had been acquired and regular shows of the village archive were planned. The Group had been working with SBEC. There is a Local History section on the village website and new visitors to the site and also new members were always welcome.
- 12.3 **Women's Institute** - Iris Badcock present a report which is appended to these minutes
- 12.4 **Community Centre** - the Chairman's report was read by the Clerk and is appended. Thanks were expressed to the WI for its frequent use of the centre for its many projects.
- 12.5 **Stradbroke Health Trust** - Chairman, Peter Smith, was pleased to report that the extension to the surgery was complete. He stressed the building belongs to the village NOT the medical practice. He went on to outline a brief history of the Trust explaining that the village had been in danger of losing its surgery and in 1996 the Trust was formed, raised funds and a mortgage and built a surgery with growth designed in. The Trust would be mortgage free this year. The Chairman was also pleased to mention the completion this past year of the very popular Permissive Path.
- 12.6 **Footpaths** - Gerald Jenkins reported that Stradbroke still had 12 miles of footpaths which were well cut and well used. He thanked the County and Parish Councils for their financial support. A damaged stile had now been repaired but this meant that future Christmas walks would be less exciting!. Suffolk's Walking Festival is to be held in May and there would be a 12 mile circular walk in Stradbroke on 25 May as part of this. Walks are led all through the year, by Gerald, and he could be contacted for information. It was pointed out that some of the waymark signs are missing. These will be replaced in due time.
- 12.7 **Stradbroke & District Pre-School** - there are 30 children on the roll with 5 staff. 15 children will move to the primary school in September. Several successful fund-raising events have been held to raise money for essential equipment and the Parish Council had donated the cost of a cooker. There was a good Ofsted report in November. A security system is to be installed.
13. The Audited Annual Return of Parish Council Accounts to Year Ended 31<sup>st</sup> March 2007 was circulated to all present.
14. Matters of Information:
- 14.1 An entry will be submitted for the Village of the Year competition. Rev Streeter had compiled this.
- 14.2 The village is working towards being a litter-free zone.
- 14.3 The table tennis club meets in the Community Centre and caters for a wide age range.
15. There being no further business the meeting closed at 21.25hrs and refreshments were served.

Signed:  
Chairman



<b>LOAN FORM NUMBER</b>	L 1177
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<b>A ITEM DETAILS</b>			
Ref No/Acc No	Description	Location	Transfer no
EG 21:18	134 - 1 Folder	SM62	
	Stradbroke Health Trust		
	correspondence including		
	permission from Govt Office		
	re granting of lease to		
	SHT 1996 1990's		
Reason for loan	Parish council request	Estimated return date	3mths

<b>B DECLARATION</b>			
I hereby acknowledge that the items listed above have been received by me from the custody of Suffolk Record Office branch indicated above.			
I am the owner			
<input checked="" type="checkbox"/> I have the permission of the owner / Archivist and accept full responsibility for the condition and safety of the said items. I have read the guidelines overleaf and undertake to meet the cost of any repairs which may become necessary as a result of damage incurred during the period of loan.			
Name	Odile Wlonden		
Address	Mill Hill Hse Church Lane IP23 8NA Wickham Skeith		
Tel	07555 066147		
Email	stradbrokepc@outlook.com		
Signature	<i>Odile Wlonden</i>	Date	18 Apr 2017

<b>C OFFICE USE ONLY - LOAN AUTHORISATION</b>			
Authorised Name	H Kennedy		
Signature	<i>H Kennedy</i>	Date	18/4/17

<b>D OFFICE USE ONLY - RETURNED TO SUFFOLK RECORD OFFICE</b>			
Item	Name	Signature	Date

Re: RICS

Stradbroke Parish Council

Tue 19/06/2018, 20:08

To: Jane Merritt <jane-merritt@hotmail.co.uk>

 1 attachments (6 MB)

Docs 1995-96.pdf;

Further to your request, I am able to forward to you the documents attached.

---

Regards

Odile Wladon

Clerk

Stradbroke Parish Council

Mobile: 07555 066147

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*You may request access to the information we hold on you by emailing [stradbrokepc@outlook.com](mailto:stradbrokepc@outlook.com)*

*You may request to be removed as a contact at any time by emailing [stradbrokepc@outlook.com](mailto:stradbrokepc@outlook.com)*

*To view Stradbroke Parish Council's Privacy Notice click [here](#)*

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**From:** Jane Merritt <jane-merritt@hotmail.co.uk>

**Sent:** 11 June 2018 09:31

**To:** Stradbroke Parish Council

**Cc:** rogeturkington@suffolkonline.net; peterstreetfarm; stuart\_crane; Mike Grigg

**Subject:** Re: RICS

Dear Odile

Thank you for the attached RICS documents. In order for us to determine which is the best path to follow, please could you send me the copies of the 8 letters mentioned at the meeting with the Asset Working Party. Also, Peter handed James the original copy of the Rateable Value for the Community Store. Please could I have this back – I could collect it at the Parish Council meeting tonight.

Kind regards

Jane

---

**From:** Stradbroke Parish Council <StradbrokePC@outlook.com>  
**Sent:** 08 June 2018 18:32  
**To:** Jane Merritt  
**Subject:** RICS

I have contacted the RICS for information on the appointment of an independent expert.

The fee payable to the RICS for them to appoint a surveyor is £425 inclusive of VAT.

The appointed surveyor would then charge by the hour.

There is a form that would need to be completed and signed by both parties and I have attached a copy for information.

---

Regards  
Odile Wladon  
Clerk  
Stradbroke Parish Council

Mobile: 07555 066147

*This email and its contents are sent to you in my capacity as Clerk to the Council, and in accordance with the requirements of the role of Proper Officer.*

# 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

Notes  
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

/Contd....

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.

/Contd....



The Chairman of the Parish Council, Mr. M.M. Stones, 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 FIAV M.H. Simpson FRICS  
Consultant: M.D. Spear FRICS FIAV  
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.

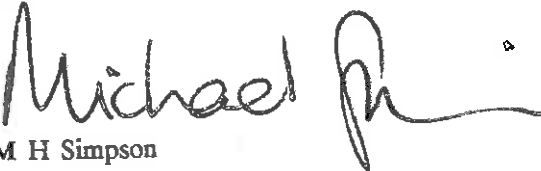
**Valuation**

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



GOVERNMENT OFFICE  
FOR EASTERN REGION

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

PC17

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

Content of the message

PC18

**From:** "Roger Turkington" <rogeturkington@suffolkonline.net>  
**To:** "Peter Smith" <peterstreetfarm@yahoo.co.uk> ; "Marilyn Curran" <taicmc3@aol.com> ; "Stuart Crane" <stuart\_crane@yahoo.com> ; "Caroline Barnes" <Caroline@cbarnes1952.orangehome.co.uk> ; "Jane Merritt" <jane-merritt@hotmail.co.uk>  
**Date:** May 12 2016, 01:34 PM  
**Subject:** Lease & PC meeting

Show full header

Dear all,

Following my note last night Peter and I met this morning (as Peter is unable to make an extraordinary meeting before Monday's meeting of the Finance committee).

I've not yet received the letter from Birketts but I was able to outline the potential problem areas with the current lease and this is broadly consistent with Jackaman's comments to Peter.

Peter and I concluded that unless the PC is in full support of the Trust continuing in the way that it has since inception then we would have to consider closing the Trust down. So we agreed that the best strategy for Monday was for Peter to ask for the Finance Committee's support and a proposal to be presented to and voted on at the next full meeting of the Council.

Peter and I also agreed that it would be in the Trust's interests to instruct our solicitors to draft a new lease and ensure land and building are properly registered with the Land Registry. At the same time any other matters relating to our conversion to a CIO could also be dealt with. The PC would also need to instruct their solicitors to advise on our drafting but this way we hopefully have the initiative and upper hand. To this end we agreed that the meeting should simply focus on getting unequivocal support and an appropriate set of minutes produced. Furthermore we agreed that the best way to ensure the minutes are unambiguous and accurate reflect our expectations we should offer a draft for Peter to take to Stuart Gemmill rather than let the clerk possible mis-represent anyone.

Below is my first stab at the minutes we would like to see:

The extraordinary meeting of the Finance Committee was called to consider possible issues or misunderstanding that have arisen regarding the lease between the Council and the Trust dated the 8th of November 1996.

Peter Smith as Chairman of the Trust attended the meeting. PS reminded the committee of all of the major projects the Trust had initiated and completed in recent years; maintenance and improvements to the surgery, an outdoor fitness track, exercise equipment and drainage of the playing field, the purchase of a 6 acre field for allotments, community woodland and orchard, the building of a community store on the playing fields for all the sports clubs, the creation of a 300m permissive path from the centre of the village to the cemetery and a £10,000 donation for the creation of a multi use games area at the High School. Because of the Trust's status and expertise it has been able to attract grant funding and local donations of approximately £200,000 towards the total cost of all the above of around £250,000. PS also stated that it is the Trust's wish to continue to develop and support projects for the benefit of the whole village but it can only do so if it has the unequivocal support of the PC and is allowed to retain the rental income derived from the Surgery.

The committee expressed their full support for the Trust and their desire for it to continue prosper and succeed in line with its charitable objects. The committee, therefore, proposed that the following proposal is presented and voted on at the next full meeting of the Council.

The Stradbroke Charitable Trust is in the process of converting to a CIO (The Stradbroke Trust and the Charity Commissioners have approved the registration No: 1165750) and the lease between the Council and the Trust needs to be assigned to the new CIO. Some potential issues and ambiguities have come to light in recent weeks regarding the lease which was written in 1996. It is proposed that the Trust instructs its solicitors to re-draft the document in order that the Trust may continue to operate as it has done to date and in perpetuity. This revised lease is to state unambiguously, that the Trust continues to receive the rent from the doctors and, in turn, to pay ground rent to the PC.

Please amend as you see fit - hopefully Peter will be happy with my summary of what he's going to say.

Roger

Commercial Property

Our Ref: 1/16726/OC/jb  
Your Ref:  
Email: [o.chapman@twgaze.co.uk](mailto:o.chapman@twgaze.co.uk)  
DX: 42514 Diss

9 September 2016

Mr P Smith  
Hayfield House  
Neaves Lane  
Stradbroke  
Eye  
IP21 5JE  
By email only to: [peterstreetfarm@yahoo.co.uk](mailto:peterstreetfarm@yahoo.co.uk)

Dear Peter

**Stradbroke Medical Centre, Wilby Road, Stradbroke, Eye IP21 5JN**  
**Rent review**

I am writing following our site meeting on 5 September 2016. I understand that you are seeking advice on the rental value of a parcel of land at Wilby Road, Stradbroke extending to 0.112 Ha / 0.278 acres.

I have read the lease between Stradbroke Parish Council (landlord) and Stradbroke Health Trust (tenant). This is for a term of 50 years from 1 April 1996 and requires the tenant to construct a health centre in accordance with planning permission 784/95. Furthermore the tenant is required to maintain the premises in good repair and condition, and to insure the premises.

The tenant has a rolling break clause on at least three months' notice expiring on 31 March in any year, and a contractual right to a new lease on the same terms (apart from the rent) at the expiry of the existing term.

I understand that the passing rent is £50pa and that notice has been served on the tenant to review the rent. I have not seen a copy of the notice but I assume that it has been served in accordance with the Schedule in the lease.

The Schedule states that the rent is to be such sum as is agreed between the parties, but disregarding the tenant's improvements.

According to the Land Registry the Medical Centre is sublet by Stradbroke Health Trust to Drs Read, Morris and Manto for a term of 12 years from 8 November 2008. The sublease is supplemental to a Principal Lease dated 8 November 1996, which itself refers to the headlease.

10 Market Hill, Diss, Norfolk IP22 4WJ t. 01379 650 468 DX 42514 Diss  
t. 01379 651 936 [comm@twgaze.co.uk](mailto:comm@twgaze.co.uk) [www.twgaze.co.uk](http://www.twgaze.co.uk)

It is worth noting that under clause 2(5) of the headlease the tenant (Stradbroke Health Trust) does not have the right to sublet the premises, only a right to assign the lease with the consent of Stradbroke Parish Council. This is a material consideration for my assessment of the rent, as it means that any successor to Stradbroke Health Trust would have to take the residue of a 50 year lease expiring in 2046 on full repairing and insuring terms, albeit with a rolling break clause.

Finally, under the terms of the lease the tenant can only use the land for the purposes of a health centre and no material change of use is permitted.

I am therefore being asked to value a 0.112 Ha / 0.278 acre plot of land in Stradbroke which can only be used as a site on which to construct a medical centre, and where the medical centre itself is to be disregarded.

We would usually look for comparable evidence in assessing rental values, but clearly this is an unusual situation so there are no comparables. I have therefore used my judgment and experience to determine the rental value.

I have first considered that, according to a copy of the sublease on Land Registry, Drs Read, Morris and Manto are paying a rent of £9,700pa for the Medical Centre. This sets the tone for rental values in this location.

Secondly I have considered that the rent of £9,700pa can only be achieved as a result of the significant capital expenditure by the tenant (Stradbroke Health Trust), but that the tenant's works are to be disregarded at rent review.

Thirdly, I have considered that strictly speaking the tenant is not allowed to sublet the premises in the way that they are.

I have started by assuming that 10% of the rent received under the sublease should be attributable to the land comprised in the headlease. This is consistent with other valuations I have undertaken where separate valuations of land and buildings are required. I have then applied a further 50% discount for the fact that the tenant can only assign the lease, not sublet the premises, which is a major disincentive to any assignee.

Therefore I assess the Market Rent of the land at £485 pa.

I trust this provides you with the information you require and I enclose a note of my fees for undertaking this work for you. I note our conversation about fees but my research has taken longer than anticipated. However I have capped my fees at 1.5 hours as a gesture of goodwill in recognition of the modest sum I am being asked to value.

Yours sincerely



Oliver Chapman MRICS

Enc.

## Stradbroke Medical Centre - Rent Review

Oliver Johnson <ojohnson@clarkeandsimpson.co.uk>

Fri 14/09/2018, 15:21

To: Stradbroke Parish Council <stradbrokepc@outlook.com>

Dear Odile,

I email further to our telephone conversation on Wednesday. I also apologise for being so elusive this last 10 days since I have returned from holiday.

As I explained to you on the telephone, I have not inspected the property in question. However, I am finding that the current rateable values for commercial properties provide a fair assessment of what the rental value should be. According to the VOA website, the rateable value for the surgery is £12,500 per annum.

This figure may be less than what the doctors are receiving from the NHS in terms of rent, but as I understand it the NHS rental payment is not based on just what the building might achieve in the open market, but also what service the doctors are providing, eg pharmacies and facilities/accommodation for district nurses.

All in all, and on a desk top basis, I would suggest that a rent for this premises of £12,500 per annum would be fair and reasonable.

I trust that this is sufficient for your purposes, but should you have any additional queries, please do not hesitate to contact me. As I mentioned to you, given the time it has taken for me to revert to you, I will waive any fee associated with reporting to you on this basis.

With best wishes,

Oliver

**Oliver Johnson MRICS MNAEA**

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# Stradbroke Parish Council

Mill Hill House, Church Lane, Wickham Skeith, Suffolk IP23 8NA  
tel: 07555 066147  
email: [stradbrokepc@outlook.com](mailto:stradbrokepc@outlook.com)

14<sup>th</sup> September 2018

Amanda Timcke  
Birketts LLP  
Providence House  
141-145 Princes Street  
Ipswich  
Suffolk  
IP1 1QJ

By email and post: [Amanda-Timcke@birketts.co.uk](mailto:Amanda-Timcke@birketts.co.uk)

Dear Ms Timcke

Re: Rent review

The Parish Council are proposing a fair market rent. The lease is clear that the premises includes the building for the purposes of calculating a fair market rent. The Parish Council have sought expert opinion as to what this should be and have been advised that the current rateable value is a good indicator of a fair market rent; therefore the Parish Council propose to set the rent at £12,500pa for the 3 year period starting 1<sup>st</sup> April 2019. The current rateable value of the building can be viewed at: <https://www.gov.uk/correct-your-business-rates>.

Please indicate within 14 days of receipt of this letter if your client can agree to this figure.

Yours sincerely



Miss Odile Wladon  
Clerk to the Council

Cc Stradbroke Charitable Trust

PC22

**Birketts**

Our Ref: AJT/HD/316144.0001  
Your Ref:  
Date: 28 September 2018

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By Email [stradbrokepc@outlook.com](mailto:stradbrokepc@outlook.com)

Dear Madam

**Rent Review, Stradbroke Charitable Trust Premises**

Thank you for your recent letter of 14 September which came as somewhat of a surprise in the circumstances.

The independent valuations which took place in 2016 based their examination on the terms of the lease, and did not draw on the current rateable value of the premises and we would therefore question what "expert opinion" has now been sought and request you provide us with a copy of the same.

The method of valuation cannot be determined at each rent review on a different basis to move to the wishes of the landlord to seek a higher uplift of rent, and such does not accord with the terms of the lease.

We are again instructed to confirm that our client, under the terms of the lease, does not expect anything other than a nil increase in these current market conditions.

Yours faithfully

  
Birketts LLP

Direct Line: 01473 406215  
Direct e-mail: [amanda-timcke@birketts.co.uk](mailto:amanda-timcke@birketts.co.uk)

23385231.V1 Let to Stradbroke Parish Council  
316144.0001 28/09/2018

Cambridge, Chelmsford and Norwich

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