

DUNSFOLD PARISH COUNCIL

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13th December 2023

NOTICE OF A PARISH COUNCIL MEETING

Councillors are hereby summoned to attend the meeting of Dunsfold Parish Council KGV Management Committee to be held in the Nugent Room, Winn Hall, Dunsfold at

7.30 pm on Monday 18th December 2023.

Members of the public are welcome to attend Parish Council meetings and are invited to put questions, relevant to the agenda, to the Council between 8.30 pm and 8.45 pm.

Celeste Lawrence - Clerk to the Council

AGENDA

1. To ELECT a chair of the committee.
2. APOLOGIES FOR ABSENCE
Recommendation: To receive apologies for absence.
3. DECLARATIONS OF INTEREST AND DISPENSATIONS
 - 2.1 To receive declarations of interest from councillors on items on the agenda
 - 2.2 To receive written requests for dispensations for disclosable pecuniary interests (if any)
 - 2.3 To grant any requests for dispensation as appropriate
4. MEETING DATES
To **DECIDE** future regular committee meeting dates until the next Annual Parish Council meeting (draft list attached).
5. PHONE MAST
To **CONSIDER** the status of proposals for a mobile phone mast at the KGV and **RESOLVE** whether to:
 - a. Pursue negotiations for a lease for a phone mast at the KGV in principle (subject to detailed terms and relevant consents)
 - b. Raise additional queries and comments on the draft Heads of Terms with the telecoms provider via Carter Jonas (summary of correspondence attached).
 - c. Seek guidance from the Charities Commission in relation to the potential siting of a phone mast on the charity land.
 - d. Approve Carter Jonas applying on behalf of the Council to Fields in Trust for consent in principle to a phone mast on the KGV at the relevant time.
 - e. Approve a copy of the Council's response to the related planning application being sent to Carter Jonas for their information.

6. KGV MANAGEMENT MATTERS

To **RECEIVE** a report on KGV management matters from the KGV Management Working Group of Cllrs Singhateh, Shone and Waterson (attached).

7. FINANCIAL

a. To **APPROVE** to the list of urgent maintenance items and the relevant budgeted amounts for such items (list attached),

b. To **AUTHORISE** expenditure on each class of item for the purposes of FR4.1 [Note: to be funded to the extent possible from the KGV charity account (which now includes the £3k KGV grant and £2k playground maintenance grant funding from the DPC account)],

c. To **CONFIRM** that the provisions of FR11 do not apply to the extent that works to be executed or goods or materials to be supplied consist of repairs to or parts for existing machinery or equipment or plant.

8. KGV SPORTS AND SOCIAL CLUB CONSTITUTION

To **APPROVE** amendments to the KGV Sports & Social Club Constitution as tabled at the recent KGV Sports & Social Club AGM (attached).

9. VILLAGE CONSULTATION

To **APPROVE** the publication of a short consultation/feedback request to the village regarding use and enjoyment of the KGV facilities, in accordance with the attached outline structure.

10. To **INSTRUCT** the Clerk (assisted by Cllrs Singhateh, Shone and Waterson) to do any such thing as is necessary or reasonable in order to implement any resolutions passed by the Committee above, and in particular to **INSTRUCT** the Clerk/RFO to issue relevant official orders/letters (for the purposes of FR10) for all works for which expenditure has been authorised under item 5 above.

11. FUTURE AGENDAS

Recommendation: To receive items of business for information or inclusion on a future agenda.

12. PRESS AND PUBLIC

Exclusion of press and public in accordance with section 100A (2) and (4) of the LGA 1972 by reason of the confidential nature of the business to be transacted.

Item 4. - regular Committee meeting dates until the next Annual DPC Meeting (due on 14 May 2024)

Bi-monthly (alternate with the Commons Committee), unless there appears to the Chair of the committee that there is no relevant business to be transacted, dates as follows:

- 9 January 2024 (extra meeting to ensure progress of maintenance works)
- 13 February 2024
- 9 April (date of the Annual Parish Meeting - according to event diary there is no DPC meeting during April)
- 14 May 2024 - when dates of regular committee meetings for the 2024/25 year can be decided.

Note: This does not prevent additional meetings of the Committee from being called in accordance with the Terms of Reference.

Item 5. - phone mast

Draft Heads of Terms circulated separately.

(a) Correspondence from Carter Jonas (CJ)

Below is a list of queries/comments put to CJ, together with the **response** received from CJ in November.

CJ are keen to hear the Council's comments and queries on the draft Heads of Terms (HoT). Councillors are requested to read and consider the below draft comments, and to consider whether changes or additional comments are required.

A key area for the Council to consider is the Council's exposure to unexpected cost, particularly professional fees. The draft HoT provide a maximum of £4,000 compensation payment (paid on completion), which would include contribution to the Council's professional fees. Of those professional fees, contribution to surveyor fees are subject to a £2,500 ex VAT cap, legal fees currently unspecified.

CJ fees / time is currently up to £1680 plus VAT to date. According to CJ, it is quite normal that the fees exceed the £2,500 cap and, if that happens, they request the Operator to meet CJ fees that exceed this level via justification of CJ time, and withhold completion of the Lease until agreement is reached on fees to be paid by the Operator.

CJ agrees that £1,500 headroom in the cap for all the Council's legal fees is not enough. CJ would expect a suitably experienced solicitor would charge between £2,500 - £5,000 in fees due to the time it would involve. CJ will request that legal fees fall outside of the £4k cap, on the basis that the PC's fees will be higher due to the number of stakeholders and are subject to a higher degree of accountability due to being a local public body.

Comments on draft heads of terms - for discussion

General:

- Range of expected signal and confirming what the "target area" referred to in the planning applications is - what area of the village will benefit from the mast? **I will request this from the Operator.**
- why alternative more central village sites have been discounted (e.g. AF Wiltshire), or whether it is expected that additional sites will be required **The application states "the previous planning application was submitted and approved under Ref: TC/2017/0007, however, it was not built before the expiry of the time for implementation in 2022. A revised scheme is now proposed which seeks to renew the permission for a site in the same location with an updated design". So I assume this is why more central sites in the village have been discounted. Although, the "Site Selection Basis" is outlined in the Supplementary Information document within the planning application.**
- location of cables to be laid - potential impact on the recreation ground, common land and public rights of way to be confirmed **I have requested the proposed routes of the cables / wayleaves and requested the routes wither be to the edge of the ground or on the surrounding land as much as possible.**
- confirmation of feasibility of BT/electricity supply and the mast becoming operational after build. **I have requested this from the Operator.**

Specific queries on the Heads:

- Whether the rent is based on operator sharing being expressly allowed, whether that makes any difference to the rental levels **Unfortunately, the Telecoms Code (applicable from December 2017) states that a Landlord / Owner cannot prevent an Operator from sharing the mast with any other Code Operators nor can that be charged additional rent for sharing the mast.**
- Whether to request a guarantee agreement **Is this a guarantee agreement for the rent or if the Lease is assigned to another party? If the latter, please see attached Heads of Terms under Assignment / Sharing.**
- Whether and what overhead apparatus is required **Any cables or apparatus outside of the proposed site will be underground.**
- Confirmation of how visual amenity is being mitigated (also to be raised in the planning response, this landscape is due to be included in new AONB boundary extension). **Mitigation of the visual impact is a planning matter is be outlined in their application that they have ensured the mast utilises" the trees and vegetation to the rear of the site bordering". In addition, the mast is "pushed to the back boundary of the playing field and is some distance from the goalposts, being located more to the eastern side of the recreation ground. The mast and cabinets will be over 90m from the zipwire, which is one of the furthest locations possible from the playground within the boundaries of the recreation ground the field on three sides".**
- Confirmation of where the cables will be laid/meter installations - this is a recreation ground in daily use **As above, I have requested the proposed routes of the cables / wayleaves and requested the routes wither be to the edge of the ground or on the surrounding land as much as possible.**
- Comfort on the time period for connection to electricity/BT **I have requested this from the Operator.**
- Limitations to the right of access - vehicle weight, time/day, reasonable use and non-interference with recreation ground, repairs to damage **I have added this to the attached Heads of Terms in the access clause.**
- Details of the rent review dates/terms **Please see the attached Heads of Terms.**
- Whether the telecom company's insurance should note the landlord's interest **This would be best answered by a solicitor.**
- What trees will require lopping (also raised in planning response) - landscape is sensitive and due to be included in new AONB boundary. **I will request this information from the Operator.**
- Is a temporary storage area required for installation? **Yes, please see attached Heads of Terms under Access**
- What contractual protection might the council seek for any nuisance caused That the mast / Operator does not affect the quiet enjoyment of the land. **Again, I am of the opinion that this would be best answered by a solicitor.**
- Whether to prohibit underletting **Yes**

- Whether to prohibit alterations/additions except for under the code I have included such wording in the attached.
- What signage is envisaged Signs will be minimal, at most 30cc x 30cm, and are attached to the compound fence / gate.
- Express compliance with the non-ionising radiation regulations Agreed and within the attached Heads of Terms
- Recovery of legal fees for the lease and any separate wayleave agreement Agreed and within the attached Heads of Terms

Item 6. KGV management report

Councillors Singhateh, Shone and Waterson (KGV Management working group) continue to meet and stay in contact with the caretaker and KGV user group representatives.

Peter has indicated that he will be ceasing his caretaking services in the near future (December), but is open to continuing up to March, while a replacement service provider is sought. One of the resolutions is for the Committee to consider what it wishes to do regarding sourcing a replacement caretaking service provider.

Thankfully the petty vandalism experienced over the summer months has now ceased and attention should now turn to:

- Essential maintenance and repair of the facilities, particularly to the playground and items highlighted in the RoSPA report.
- Risk management items identified in the Sept/Oct management report, essential for hiring out of the Foulston Hall
- Updating the DPC website with information about the various KGV user groups.
- Papering agreements between the user-groups and the Council for use of the facilities.
- Identifying priorities and a longer-term plan for the KGV, including future capital projects.

Accessing appropriate funding for maintenance and management continues to be explored with the Clerk. There is a key need for the Committee to work closely with the separate KGV Sports & Social Club (S&SC), which bar profits form the rent paid to the KGV charity, and which is a key element of the charity's income. The S&SC committee is aware of the importance that the S&SC is to the charity's income position, funding ongoing maintenance and other expenses. The S&SC committee are in the process of reviewing the bar pricing.

Following the October informal user-group meeting attended by the KGV working group, the S&SC has held an informal committee meeting, together with a later AGM. At the AGM, the Committee approved a few small amendments to the S&SC Constitution and Rules (last revised in 2014). In line with the requirements of the S&SC Constitution, these amendments are brought to the Committee for discussion and, if thought appropriate, approval.

Cllr Singhateh has been liaising with the groundskeeping contractor re grass cutting, as there has been some confusion over what should be covered, and payment for invoices.

Item 7. Maintenance items - to March 2024**Budget**

Item	Budget ex VAT
Playground remedial works	£4,000.00
PAT testing	£400.00
Water Risk Assessment (legionnaires)	£420.00
Health and Safety Risk Assessment	£380.00
First Aid Kit	£100.00
Defibrillator	£915.00
Asbestos Survey/remedial works	£1,000.00
Car park works	£2,000.00
Replacement of Refrigeration units – Units well over 15 years old with no maintenance record	£1,100.00
New Sink behind bar needed due to placement and the fact that it is leaking	£850.00
Total	£11,165.00

CONSTITUTION of
DUNSFOLD KING GEORGE V SPORTS AND SOCIAL CLUB (2023)

1. The club shall be called the Dunsfold King George V Sports and Social Club ('the Club').
2. The Club shall operate in the bar area of the pavilion in the King George V Playing Field at Dunsfold Surrey (KGV) in accordance with arrangements between the Club and King George V Management Committee (KGVMC) appointed by Dunsfold Parish Council (DPC) the owners and managers on trust of the KGV.
3. The objects of the Club shall be the promotion and practice of such sports recreational and social activities at the King George V Playing Field, Dunsfold, Surrey as may be agreed upon by KGVMC on behalf of DPC and notified to the Club.
4. Membership of the Club shall be on application either from any individual member of a bona fide user group organization in the Parish of Dunsfold as such groups have been approved by KGVMC for use of the aforesaid field or the premises thereon or from any individual resident of Dunsfold who supports the objects of the Club provided such individual member is approved by the Club Committee.
5. The 2023 Annual General Meeting of the Club shall be held in December. In subsequent years AGMs will be held in May unless exceptional circumstances arise. The Secretary must give at least fourteen days prior notification of the date of the AGM by email to members, via user group representatives, and by advertising in the Club premises.
6. The Club Committee shall administer the bar in that part of the pavilion premises at King George V Playing Field, Dunsfold made available to the Club Committee by KGVMC.
7. Subject as below the Club Committee shall consist of a Chairman and not less than four other members having been elected to serve on the committee at a general meeting of the Club.
8. The Chairman shall be elected by the club committee provided that such appointment shall have been approved by KGVMC on behalf of DPC such approval not to be unreasonably withheld.
9. The Officials of the Club committee shall consist of the Chairman elected and approved aforesaid, and Secretary, Treasurer, and such other officials as may be deemed necessary.
10. The said officials other than Chairman shall be appointed from members of the club committee at the first meeting of the Committee following the annual general meeting of the Club.

11. If any vacancy arises in the Club committee subsequent to election at the AGM then that vacancy may be filled by the Club committee co-opting a replacement member to serve until the next annual general meeting provided that such co-opted member may not in the meantime act as an official of the Club.
12. Club Committee meetings will take place as and when determined by the Club Committee and a quorum shall consist of three Club committee members.
13. The financial year of the Club shall end on 31st March each year. The Treasurer shall produce a certified and audited statement of accounts for the AGM, and shall send copies of such accounts to KGVMC and to the Clerk to the Parish Council.
14. Subscription rates will be set at the AGM of the Club. Membership is according to the Rules of the Club.
15. No addition, deletion or amendment to the Constitution or the Rules of the Club shall be made unless it has first been approved in writing by KGVMC and subject thereto approved by resolution passed by members at a general meeting.
16. The Club Committee may call an extraordinary general meeting subject to fourteen days notice with the reason for the meeting being given to the members. An extraordinary meeting shall also be called promptly by the Secretary on being called upon to do so by two or more member user groups or not less than ten members giving two weeks' notice to the Club committee and the Secretary of their wish for an extraordinary general meeting to be convened with the reason for the meeting.
17. The Club is non-profit making. Surplus funds may be applied as approved by the Club Committee and agreed by KGVMC in fulfilment of the objects of the Club to the maintenance repair and improvement of the KGV Playing Field and facilities thereon.

DUNSFOLD KING GEORGE V SPORTS AND SOCIAL CLUB- RULES

1. All members must be over the age of 18 and are entitled to all the benefits of the Club.
2. The only persons eligible for membership of the club are individual members of such user groups or supporters of the objects of the Club who are approved in accordance with Clause 4 of the Constitution Application for membership of the Club with the name and address of the proposed member and the proposer (who must already be a member) must be submitted to the Club Committee for approval, together with the subscription fee. A period of at least 2 days must elapse between membership approval and use of the Club's facilities.
3. A list of the names and addresses of all current members shall be kept on the club database. The database to be kept by the Club Treasurer and updated each year to reflect the new season's membership of user groups and any other changes in non-user group memberships.
4. All subscriptions shall become due and payable on the 1st September each year. Any member whose subscription is over three months in arrears shall cease to be a member of the club but may be re-elected.
5. The Club Committee shall have the discretion to cancel any membership at any time if it is felt to be in the best interests of the Club. A majority vote of the Club Committee is required and a member has a right to defend his/her case at the appropriate meeting. A member whose membership is so cancelled shall have a right within fourteen days of notification of cancellation to give notice in writing to the club committee and to KGVMC of his wish to appeal for reinstatement of membership. In the event of such appeal KGVMC shall appoint an appeal committee of three persons to conduct such appeal as the appeal committee thinks fit. Such appeal if upheld shall lead to reinstatement of membership.
6. Members having any complaint connected with general club matters should communicate with the Secretary who will deal with the matter personally or if requested to do so will refer the complaint to the Club Committee for consideration.
7. In all matters not provided for in the Constitution or the Rules, the Committee shall have the power to act as they deem necessary to meet contingencies which may arise from time to time.
8. The Club premises shall be available to members only (or their guests) during such times as the Committee may decide.
9. Any approved member may sign in up to two guests by completing the visitors' register.
10. Persons under the age of 18 shall not be permitted to purchase or consume intoxicating liquor.

11. The permitted bar opening times must be permanently displayed in the Club's premises. The bar will be open during these permitted times on match days, club nights and at other times as may be decided by the Club Committee.
12. Excisable liquor may only be sold and consumed during the permitted opening times.
13. The general running and day to day operation of the bar will be the responsibility of the Club Committee.

Item 9. Village consultation re the KGV

Outline structure:

- Intro – the KGV is an important village asset. The KGV facility is a charity, owned and managed by the Council as charity trustee. To help the Council to prioritise and form its longer-term plan for the KGV, we need and want to hear the public's views about the facility and ideas for the future. All comments – positive, negative and neutral are welcome and will be considered.
- General information
 - Whether the respondent lives or works in the village
 - Whether the respondent is a member of any of the village clubs that are based at the KGV (Football, tennis, Sports & Social club)
 - How often the respondent visits the KGV
- Feedback and comments on the KGV
 - What the respondent likes/dislikes about the KGV facilities
 - Whether anything puts the respondent off using the KGV, and why
 - What the respondent thinks about the current no dogs rule – does prohibiting dogs affect your use and enjoyment of the KGV, and why
 - What would the respondent like to see at the KGV but is not there currently (and anything there that they would like removed), and why
 - Any thoughts or ideas for improvement that you would like to share
- Completed feedback form can be sent to any of the Clerk, or Cllrs Singhateh, Shone and Waterson, or posted to the DPC office

Consultation to go out on website and shared via enews/Facebook, hard copy poster at the shop, pub and KGV, shared to user groups and other stakeholders.

Target date for the consultation – Jan/Feb 2024.