

# Minutes of an Extraordinary General Meeting of Tetbury Rail Lands Regeneration Trust held on Thurs 22 September 2016

Registered Charity No1092160 Registered Company No 4102029

Patron: HRH The Prince of Wales

**Date: Thursday 22 September 2016**

**Time: 7.15 pm**

**Venue: Tetbury Town Council Offices**



## 1. Attendance

**Present:** Will Cook (Chairman), John Andrews, Peter Atkinson, Jo Gale, Jeff George, Julia Hasler, Stephen Hirst, Helen Hyde, Paul Lockley, Caroline Morgan, Malcolm Norman, Brecon Quaddy, Karen Quaddy, Maggi Stamp-Loshak, Alyssa Taylor, Jan Vriend, Carolyn Witcher, David Walker (Secretary).

**Apologies:** Grayham Cleaver, Jill Dodge, Barrie and Mary Doyle, Andrea Payne.

2. **Approval of Minutes of the Previous Meeting.** The secretary noted that the wrong month's bank statement had been appended to the last minutes but other than this the minutes of the meeting of 18 August 2016 were proposed and accepted as a true record.

3. **Trustees' Declarations.** The Chairman asked all Trustees to declare any conflicts of interest that might arise from the proposed agenda. It was noted that as the lease between Tetbury Town Council (TTC) and the Trust would be discussed there was an inevitable conflict of interest for the two trustees who were also town councillors but that this was noted and accepted.

## 4. Actions and Matters Arising from Meeting of 18 August 2016

a. **Action 1 – Mission Statement on the Website.** Mr Quaddy reported that he had not yet done this but would do so. **New Action 1 – Mr Quaddy.**

b. **Action 2 – Heritage Weekend.** Mr Quaddy reported that he had organised the Heritage Weekend opening of the Goods Shed and it had been very successful with up to 100 visitors and some sales of bricks and good contacts having been made. **Action Complete.**

c. **Action 3 – Notice Board.** Mr Walker reported that he had written to Mrs Ball regarding TTC providing a site for a Goods Shed noticeboard in the town centre. She had responded suggesting that the Trust contact the Feoffees. It was agreed that the closed slip road was a better location than the actual Market Hall and so Mr Walker agreed to write again. Mr Vriend suggested looking at acquiring an electronic billboard and suggested [ukbillboards.com](http://ukbillboards.com) and JC Decaux -**New Action 2 – Mr Walker.**

## 5. Joint Working Group with Tetbury Town Council (TTC)

### a. Redevelopment of the Goods Shed – Phase 1.

i. The Chairman reported that there was still no quote for the entrance doors. It was now planned to use the "bat room" for storage space with a trap door access. It had been decided that the low-level room would make a better green room as it had the possibility of having a WC and basin installed fairly easily. The high-level room would become the office. The original plan for the toilet area had now been altered

to allow for more WCs. The Chairman confirmed that the kitchen's serving hatch would include a window.

- (1) **Floodwater.** It was reported that during a recent rainstorm water from the road had been channelled towards the Goods Shed. The drains had been unable to cope and water had entered the building. Mr Hirst stated that most of the water had come down the driveway from Cirencester Road. Mr Vriend suggested an intercept drain at the bottom of the hill to channel the water into the stream. The Chairman stated that Stonewood were going to investigate and make a report.
- (2) **Secondary Glazing.** The Chairman reported that 3 quotes for secondary glazing had been received for £18k, £22k and £27k. This was against the architect's original estimate of £9k.
- (3) **Next Site Meeting.** The next site meeting would be on the following Wednesday (28 Sep).

b. **Lease.** Mrs Hasler reported that the leasing process was in two parts: firstly an agreement to lease and then the actual lease. The framework of the lease would be attached to the agreement so that the Trust could have confidence to sign the agreement and make their agreed payment towards the Goods Shed's building costs. Mr Hirst stated that this amount would be £126.7k as TTC had already received £10k from CDC. Mr Norman asked whether the £126k was subject to VAT but Mrs Hasler and Mr Hirst concurred that it could not be subject to VAT as it was not for goods or services. The main issue Mrs Hasler had had with dealing with TTC was that some councillors saw the Goods Shed as a business whereas the Trust and the Feoffees saw it as a community service. She had managed to get the base rent, payable after 5 years, reduced from £15k to £5k per year with a 25% of profits payable to TTC. Mrs Hasler distributed a copy of the email she had received from TTC's solicitor detailing the main points of the lease – see Annex A. Mr Andrews stated that there should be a review of the profit percentage after 5 years as it might be too prohibitive, however, it was noted that if the Trust was making no profit, no percentage would be payable. The question of buildings insurance was raised.. Mr Hirst stated that following normal practice the owner, TTC, would obtain the insurance (at its preferential rate) and would then recoup the costs from the tenant, TRLRT. As TTC needed to authorise the agreement on the following day, Mr Norman proposed, seconded by Mr Atkinson, that the Trust accept the proposed terms of the agreement to lease. The motion was passed unanimously by the Trustees and, with one against, Mr Andrews, by the members.

c. **VAT.** Mr Norman reported that he and Mr Doyle had had a meeting with the Trust's accountants who recommended seeing a VAT specialist regarding how the Trust could minimise its VAT costs. As there was a possibility of saving large amounts of VAT on forthcoming capital expenditure it was agreed by the meeting that the meeting should go ahead at the cost of £150 for the session. Mrs Hasler advised that written advice should be obtained from the expert and that in her experience all the costs and benefits of registering for VAT, both short and long term, had to be analysed before making a decision.

d. **Subsidiary Trading Company.** Mr Walker stated his belief that the Trust needed to rebrand as the "Goods Shed" and the setting up of a subsidiary trading company would be the ideal opportunity to do this. Mrs Hasler advised against any rush to do this and guided the meeting to a useful website on the subject:

<https://www.gov.uk/guidance/charities-and-trading>

It was agreed that the no decision on setting up a subsidiary should be made before the results of the visit to the VAT expert were known.

e. **Opening Times.** The Chairman noted that the current planning permission for the Goods Shed stated that the Goods Shed must close at 2200 hours on weekdays (2000 hours on Sundays). The members agreed that these times were very unsatisfactory as

most visitors would expect performances and associated social activities to go on after that time. Mr Walker noted that the Trust had still to apply for a premises licence and that CDC had recommended applying to amend the planning permission first as building was still in progress (see advice from CDC at Annex B.) Due to the known local opposition it was agreed that no attempt to amend the current permission should be made but that the Goods Shed should operate at the permitted times for at least 3 months in order to establish a track record of not being a nuisance. The need to amend the timings could then be reviewed.

f. **Kitchen.** The Chairman reported that he and Mrs Witcher had done some considerable work on the business case for the kitchen but they had recognised the need for a dining area and were considering a conservatory-type structure to the front of the kitchen. Mr Vriend said that he had had discussions with Mr Peter Walker who designed large glass buildings and expected to have a proposal for a large glass foyer next week. The foyer could extend to the kitchen area and could potentially solve all the current problems of having nowhere for café-goers to sit, for audiences to get a drink or to just take a break from the main hall. Furthermore, Mr Walker had confidently stated that he should be able to obtain the glass at no cost. Mr Hirst stated that such proposals were a bit late as the Council had found £40k and were intending to go ahead with the originally planned small foyer. Also any changes to the current design would require another round of planning permission. Mr David Walker supported Mr Vriend's concept as he believed the extended foyer would make the Goods Shed work much better as an arts centre. Mr Vriend invited those interested members to attend a meeting with Mr Peter Walker on Friday of the following week.

g. **Sound and Cinema Equipment.** The Chairman reported that Mr Doyle had found a leading European sound systems company, D&B Audiotechnik, in Nailsworth which had produced a design and wished to use the Goods Shed as a test-bed, possibly giving a discount. Messrs Doyle and Roberts were having a meeting with them in the following week. In the meantime Mr Cook had purchased £1509.65 of special cabling and with Mr Cleaver had installed it in the Goods Shed.

## 6. Funding and Business Planning.

a. **Treasurer's Report.** The Treasurer presented his financial statement for the month to 22 Sep, see Annex B.

b. **Report from Funding Group/Progress of Current Bids.** It was reported that Mr and Mrs David Davies had started to submit applications for grants.

i. **Seat Appeal.** Mr Andrews reported that the Seat Appeal had now sold 85 seats and there were pledges from the Rotary Club for 8 and from others for a further 8. This left 82 seats still to be sponsored. With the grants previously received, this meant that over £50k had been raised and the shortfall was about £22k. To address the shortfall there would be a mail-shot in the following week to about 1000 houses in Tetbury and another 1000 in surrounding villages. There would also be a general presentation to the public on 29 Oct at Christ Church, The Chipping and there was a provisional plan for a presentation to VIPs at the Close Hotel on 12 Nov although this may have to be delayed to ensure that a convincing business plan could be presented. Mr Andrews also noted that special mention needed to be made of Mrs Jill Dodge for her remarkable fund-raising efforts.

## 7. Rail Track Bed Developments.

a. Mr Lockley stated that there would be a hearing on the footpath realignment at Cheltenham magistrates' court on 29 Nov 2016. A letter in support of the application from the Trust was required and he would draft it for the Chairman's signature - **Action 3 – Mr Lockley.**

b. Mr Lockley reported that following TTC's suggestions he had put in a proposal for more elaborate bike racks but had been told these were too expensive. He

suggested buying the racks in 2 phases: first a basic Sheffield design and then, when money was available, purchasing the ironwork to make them more attractive.

#### 8. Report from Events Committee.

- a. **Car Boot Sales.** The Chairman reported that the car boot sale in September had been very successful with more cars than could be accommodated and a good turnout from the people of Tetbury. Although the Chairman could not make the next planned car boot sale it was agreed that they should continue on the 2<sup>nd</sup> Sunday of every month.
- b. **Mrs Dodge's Coffee Morning/Garage Sale.** The Chairman reminded all of Jill Dodge's coffee morning at 3 Northleaze on Saturday 10 Nov.
- c. **Carol Service/New Year's Walk.** The Chairman confirmed that a carol service would be held either in the Goods Shed or on the outside platform. The New Year's walk would be repeated and it was hoped this would be all the way on the old track bed.
- d. **PR** Mrs Hyde was congratulated for getting an article about the Goods Shed seat appeal into the Wilts and Glos Standard. She made a further plea for news as it happened so that it could go on Twitter. Mrs Hyde was asked whether she could put into simple terms what this physically required members to do. Mrs Quaddy stated that a free ¼ page ad would be going in the next issue of the Beaufort Hunt magazine and would therefore reach a fairly large but well-targeted audience.
- e. **Future Events Planning.** Mr Walker reported that there was now a Music group planning events, he had an embryo film group and Mrs Anne Cox had plans to run participatory drama classes. He was still seeking people to initiate and run other groups. Mrs Taylor volunteered to investigate the formation of a families'/children's activities group.

#### 9. AOB

- a. **Farmers' Market.** The Chairman repeated his plea for someone to volunteer to run the farmer's market.
- b. **Collecting Memories.** Mrs Stamp-Loschak proposed a collecting memories project, see description at Annex D. The members agreed it appeared to be an excellent concept.

**10. Date of Next Meeting.** It was agreed the next meeting of TRLRT would be held on Thursday 20 October at 7.30pm in the Town Council Offices. There would also be a meeting of the Trustees on Thursday 29 Sep 2016 at 7.30pm at the Council Offices.

David Walker  
Clerk to the Trustees

Will Cook  
Chairman

#### List of Annexes:

- A. Email D Bird to J Hasler of 21 Sep 16 ref Lease Agreement.
- B. Email from CDC to D Walker ref Planning Permission and Premises Licence.
- C. Treasurer's Report.
- D. Collecting Memories Project.

**Annex A to Minutes of TRLRT  
Meeting of 22 September 2016**

**From:** David Bird [mailto:[davidbird@sml-law.co.uk](mailto:davidbird@sml-law.co.uk)]  
**Sent:** 21 September 2016 16:31  
**To:** [jkh@tanners.co.uk](mailto:jkh@tanners.co.uk)  
**Cc:** 'Clerk'; [THEHIRSTIES@aol.com](mailto:THEHIRSTIES@aol.com)  
**Subject:** Goods Shed Lease points

Julia,

Further to our meeting yesterday, I thought an email would be more helpful to you than a call.

At my meeting with Stephen and Natalie yesterday afternoon about the Goods Shed Lease the following points arose:

1. Term of Lease: the 25 years the Trust has asked for is agreed.
2. Rent after the first 5 years: the absolute minimum TTC could accept is:
  - a base rent of £5Kpa (this is the absolute minimum the TTC can accept. It probably equates to the hire cost of the venue for a wedding or two per annum); and
  - 25% of any profits of the entity (ie the Trust and its trading company etc). As you said we would need a good faith clause in the Lease.
3. Landlord's works. Natalie is providing me with to add to each copy of the Agreement for Lease:
  - Planning permission.
  - Contract with builders.
  - Plans referred to in Contract.
4. Tenant's works. Rather than altering the Agreement for Lease, I think it would perhaps be simplest to have a PLC standard Licence for Alterations for these works, ie:
  - Tiered seating.
  - Fit out of kitchen.
  - Work to foyer.

Could you please draft the Licence for Alterations and let me have a spec and plans for these works?

5. Proposed timescale:
  - (a) The Trust agrees 1 and 2 above at its meeting on 22 Sep.
  - (b) You email Stephen, Natalie and me to confirm 5(a) on 23 Sep.
  - (c) TTC agrees 1 and 2 above at its meeting on 26 Sep.
  - (d) Not later than 7 Oct you and I provisionally agree the documents (the Lease, the Agreement for Lease and the Licence for Alterations).
  - (e) Shortly thereafter we report to our respective clients.
  - (f) Shortly thereafter TTC asks the Feoffees for their consent to the use clause in the Lease.
  - (g) TTC signs the Agreement for Lease (with a draft of the Lease attached) and the Licence for Alterations) at its meeting on 24 Oct.
  - (h) The Trust signs the Agreement for Lease (with a draft of the Lease attached) and the Licence for Alterations) at its meeting in late Oct.
  - (i) The Agreement for Lease and the Licence for Alterations are completed by late Oct.
  - (j) The Trust pays the money (£127K?) for works to TTC as cleared funds no later than 14 Nov.
  - (k) TTC pays the money due to the builders by 16 Nov.
  - (l) The landlord's works are completed by the builders by 20 Dec.
  - (m) The Lease is completed per the Agreement for Lease (two weeks after the landlord's works are completed by 20 Dec?).

Regards

David

**David Bird**  
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**Annex B to Minutes of TRLRT  
Meeting of 22 September 2016**

**Email from CDC to D Walker of 24 Aug 16 Re Planning Permission and Premises Licence**

**Cotswold DC**

24 Aug 2016

Dear Mr Walker

Following guidance from the planning officer who dealt with this application, I have been informed that the opening hours detailed in the decision notice were specified due to comments made in response to the application. For this reason, in conjunction with the fact that the application is relatively recent and work is ongoing at the site, he has advised that you should submit an application to the planning department requesting a variation to this condition. The case officer has asked that you be made aware that this is likely to be controversial, given the apparent strength of local feeling, and so may not be permitted.

When you do come to apply for a premises licence for The Goods Shed, you should note on this application that there is a condition attached to your planning permission controlling the opening hours, as the licensing department will need to consult with the planning team regarding this.

I hope this information is helpful. If you have any further questions, please do not hesitate to contact us.

Sophie Browne

Customer Services Advisor

Cotswold District Council

Web address: [www.cotswold.gov.uk](http://www.cotswold.gov.uk)

Tel: 01285 623 000

**Annex C to Minutes of TRLRT  
Meeting of 22 September 2016**

**Treasurer's Report**

**TRLRT FINANCIAL STATEMENT 22ND SEPTEMBER 2016.**

	<b>Income</b>	<b>Expenditure</b>	
18th Aug Balance Fwd	156530.67	Dolphin Hall	401.00
Seat Sales	11300.00	Jole Rider	100.00
Car Boot Sales	468.16	B.Doyle	773.00
Garage Sale	294.23	Eagle Plant	60.72
Flower Show	96.00		1334.72
Other Sales	340.00		
Donations	823.00		
	169852.06		
<b>22nd Sept C/Fwd</b>	<b>168517.34</b>		
<b>RING FENCED</b>	<b>£35,450</b>	<b>Seating</b> (to date)	
	<b>£7,000</b>	<b>Kitchen</b>	
	<b>£126,700</b>	<b>TTC</b>	
	<b>£2,200</b>	<b>Lease costs</b>	
<b>TOTAL</b>	<b>£171,350</b>		
<b>Shortfall</b>	<b>£2,832.66</b>		

**Annex D to Minutes of TRLRT  
Meeting of 22 September 2016**

**Collecting Memories Project.**

1 The Old Rope Walk  
Tetbury

Dear Trustees,

Here is my idea for the start of an archive of people's stories, initially based on the station, but later to widen into anyone's memories of their past.

The incentive might be that this could be printed and presented to them with any relevant photographs included... as heirlooms. Perhaps a small fee would be appropriate? Audio recording is something I could arrange if you feel it would be worth it.

When I was in Richmond Station Arts Centre in N. Yorkshire earlier this summer, I liked their idea of small suspended glass panels with quotations engraved on them. How nice to have something similar in the Goods Shed relating directly to Tetbury and her people and past.

Those who offer memories, and their families, will feel more involved and attached to the Goods Shed if there is something of theirs permanently decorating the space.

That is the aim of the signed bricks and the seats of course, alongside raising funds, but this might be done free, or for a small reproduction fee if there were a printed record for them to take away. Thus, those who cannot give money can give a memory instead.

Having been a counsellor, I can listen well and record accurately and am experienced in designing and producing photobooks, so working out a presentable layout for anyone who has more than one story which they'd like recorded wouldn't be a problem if the project grew further than station memories....but that would, of course, incur costs to the person telling the story. Just an idea...

I look forward to your impressions.  
Maggi Stamp-Loshak

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