



Seaford Town Council

Seaford Town Council's Golf, Open Spaces & Climate Action Committee Agenda – 5 June 2025

To the Members of the Golf, Open Spaces & Climate Action Committee

Councillors C Bristow (Chair), R Buchanan (Vice Chair), R Honeyman, O Matthews, J Meek, G Rutland, L Wallraven and M Wearmouth

A meeting of the **Golf, Open Spaces & Climate Action Committee** will be held in the **Council Chambers, 37 Church Street, Seaford, BN25 1HG** on **Thursday, 5 June 2025** at **7.00pm**, which you are summoned to attend.

Steve Quayle,
Town Clerk
23 May 2025

PLEASE NOTE:

- **PUBLIC ARRIVAL TIME IS BETWEEN 6.45PM – 6.55PM, AFTER WHICH THE FRONT DOOR WILL BE LOCKED AND PUBLIC WILL NOT BE ABLE TO GAIN ACCESS TO THE MEETING**
- Public attendance at this meeting will be limited due to the size of the meeting, so public will need to register to guarantee a place
- The meeting will be recorded and uploaded to the Town Council's YouTube channel shortly after the meeting
- See the end of the agenda for further details of public access and participation

AGENDA

1. Apologies for Absence

To consider apologies for absence.

2. Disclosure of Interests

To deal with any disclosure by Members of any disclosable pecuniary interests and interests other than pecuniary interests, as defined under the Seaford Town Council Code of Conduct and the Localism Act 2011, in relation to matters on the agenda.

3. Public Participation

To deal with any questions, or brief representations, from members of the public physically in the meeting room, in accordance with relevant legislation and Seaford Town Council Policy.

4. [Chyngton Brooks – Project Introduction](#)

To consider report 24/25 providing an introduction to the Chyngton Brooks project and the requested involvement of the Town Council (*this report will be issued week commencing 26 May 2025*).

5. [Golf Course Update Report – June 2025](#)

To consider report 13/25 presenting the Golf, Open Spaces & Climate Action Projects Log, and providing an update on progress and actions relating to the Town Council's golf course, open spaces and climate actions (pages 6 to 12).

6. [Golf, Open Spaces & Climate Action Projects Log & Update Report – June 2025](#)

To consider report 14/25 providing an update on progress and actions relating to the Town Council's Golf, Open Spaces & Climate Action (pages 13 to 21).

7. [2024 – 2025 Year End Financial Report for the former Golf & The View Committee](#)

To consider report 16/25 presenting the 2024 - 2025 year-end financial position of the former Golf & The View Committee based on the previous committee structure (pages 22 to 36).

8. [2024 – 2025 Year End Financial Report for the former Community Services Committee](#)

To consider report 15/25 presenting the 2024 - 2025 year-end financial position of the former Community Services Committee based on the previous committee structure (pages 37 to 67).

9. [The Base – Granting of a New Lease](#)

To consider report 22/25 seeking agreement to recommend to Full Council for the grant of a new lease (pages 69 to 125).

10. Climate Action Plan – Creation of a Task & Finish Group

To consider report 23/25 seeking to establish a task & finish group to devise a draft Climate Action Plan and review the Climate Emergency Policy (pages 126 to 129).

11. Exclusion of the Press & Public

The Chair will move that in accordance with the Public Bodies (Admission to Meetings) Act 1960, the press and public be excluded from the meeting during the discussion on the next item of business for the reasons as set out below.

The resolutions of the item will be recorded publicly in the minutes of this meeting.

The Proper Officer considers that discussion of the following items is likely to disclose exempt information as defined in the Local Government Act 1972 and Data Protection legislation and may therefore need to take place in private session. The exempt information reasons are shown alongside each item below.

Furthermore, in relation to paragraph 10 of Schedule 12A, it is considered that the public interest in maintaining exemption outweighs the public interest in disclosing the information.

12. Open Spaces & Climate Action Projects Log & Update Report – June 2025

As referred to in report 14/25, this agenda item is to allow a verbal update from officers on contractual matters in relation to the Town Council's grounds maintenance.

Reason for exemption: to discuss commercially sensitive arrangements relating to the financial and business affairs of the Town Council's properties.

Explanation of Reason: under the Freedom of Information Act 2000 s43(1), disclosure of this report would likely prejudice the commercial interests or activities of any party.

AGENDA NOTES

For further information about items on this Agenda please contact:

Steve Quayle, Town Clerk, 37 Church Street, Seaford, East Sussex, BN25 1HG

Email: meetings@seafordtowncouncil.gov.uk

Telephone: 01323 894 870

Circulation:

All Town Councillors and registered email recipients.

Public Access:

Members of the public looking to access this meeting will be able to do so by:

1. Attending the meeting in person.

Due to health and safety restrictions, the number of public in attendance will be limited. The Town Council therefore asks that you contact

meetings@seafordtowncouncil.gov.uk or 01323 894 870 to register your interest in attending at least 24 hours before the meeting.

Spaces will be assigned on a first come, first served basis.

Please note that if you don't register and just attempt to turn up at the meeting, this could result in you not being able to attend if there is no space.

OR

2. Watching the recording of the meeting on the [Town Council's YouTube channel](#) , which will be uploaded after the meeting has taken place.

Public Access to the Venue:

If you are attending the meeting in person, please arrive between 6.45 – 6.55pm where you will be shown into the meeting for a 7.00pm start.

Please note that the front door of the building will be locked at 6.55pm and remain locked during the meeting for security reasons. As such, if you arrive after this time, you will not be able to access the meeting.

When members of the public are looking to leave, they must be escorted out of the building by a Town Council officer. There is also a signposted back door which can be exited through if required.

Entrance through the rear fire escape of the building will not be allowed

Public Participation:

Members of the public looking to participate in the public participation section of the meeting must do so in person, by making a verbal statement during the public participation section of the meeting.

Below are some key points for public participation in the meeting:

1. Your statement should be relevant to an item on the agenda for this meeting.
2. You will only be able to speak at a certain point of the meeting; the Chair of the meeting will indicate when this is.
3. You do not have to state your name if you don't want to.
4. If you are unsure of when best to speak, either query this with an officer/councillor ahead of the meeting or raise your hand during the public participation item of the meeting and ask the Chair – they will always be happy to advise.
5. When the Chair has indicated that it is the part of the meeting that allows public participation, raise your hand and the Chair will invite you to speak in order.
6. Statements by members of the public are limited to four minutes and you don't automatically have the right to reply. The Chair may have to cut you short if you overrun on time or try to speak out of turn – this is just to ensure the meeting stays on track.
7. Where required, the Town Council will try to provide a response to your statement but if it is unable to do so at the meeting, may respond in writing following the meeting.
8. Members of the public should not speak at other points of the meeting.
9. A summarised version of your statement, but no personal details, will be recorded in the minutes of the meeting.

Public Comments

Members of the public looking to submit comments on any item of business on the agenda can do so in writing ahead of the meeting and this will be circulated to all councillors.

Comments can be submitted by email to meetings@seafordtowncouncil.gov.uk or by post to the Town Council offices.



Seaford Town Council

Report No:	13/25
Agenda Item No:	5
Committee:	Golf, Open Spaces & Climate Action
Date:	5 June 2025
Title:	Golf Course Update Report – June 2025
By:	Simon Lambert, Course Manager, and Fraser Morley, Golf Professional
Purpose of Report:	To provide the Committee with an update on golf course maintenance and golf course related matters

Actions

The Committee is advised:

1. To consider the contents of the report and the requests for permission to use income received from the sale of equipment to purchase replacement equipment.
2. To move to a vote on the motions below.

Recommendations

The Committee is recommended:

1. To note the contents of the report.
2. To delegate power to the Golf Course Manager and Responsible Financial Officer, in consultation with the Chair of the Golf, Open Spaces & Climate Action Committee, to explore purchase options for replacement machinery and utilise the capital income from machinery sales to make the purchase/s in accordance with the Town Council's Financial Regulations.

1. Course Manager's Update

Overview:

- 1.1** The winter and spring have both been very dry. This has been great for golf, and the greenkeeping team have been able to maintain a golf course that customers seem to be enjoying. Dry conditions, however, have not been so good for growing grass and this has impacted the recovery of certain areas following a busy winter. When small amounts of rain have come, the team have been able to apply products and fertilisers that help us make the most of the moisture. The team has been able to shape and mow the golf course from a winter set up to a spring and summer condition.
- 1.2** The team completed the spring maintenance which included scarifying, tining, feeding, topdressing and rolling to help level and smooth the surface of the greens. These types of maintenance will continue little and often until the autumn.
- 1.3** At the time of writing, the cold north-easterly winds have returned and this really affects the growth and condition of the grasses. The arrival of a more settled warmer period, coupled with overnight summer rain, will improve this.

Course Maintenance:

- 1.4** The wildflower areas of Southdown Corner, the clubhouse garden, 6th hole and the bluebells on the course have all been slow but are doing well. The bluebells are nearly finished now and being taken over by their protective bracken for the summer. It should soon be time for the wildflowers to begin to show. These are all perennial so should develop year after year and show for a much longer period.
- 1.5** We have a good plan in place for routine maintenance and mowing to ensure we continue to provide a well-presented course and, with the addition of some rain, the course will move into a good summer.
- 1.6** As is normal at this time of year, the last few months have seen an increase in grub activity on the course. This leads to damage being caused by crows and badgers stripping the turf to find food. The lack of frosts aids the grubs, as they are usually forced lower into the profile to avoid the cold. This is an ongoing problem and we will be looking into protection measures for future winters as the seasons change.

17th Green / 18th Tee Project

- 1.7** Following the last update report in mid-April, investigatory work continues into the feasibility, logistics and costs involved with moving the 17th green and 18th tee. Copies of the initial plans have been provided to all the stakeholders and some great feedback gained. Site meetings have been held with Natural England and Sussex Wildlife Trust to begin planning and discussing any benefits we can make to the areas around the plans. Natural England has invited the Town Council to apply for various stewardship grants, as well as possible capital grants, to produce new and improved existing habitats. As part of the 17th green project, a local and knowledgeable ecologist has been engaged to help with the plans. In addition to this, with their knowledge of the site in mind, and career with Natural England, they are also providing advice in mapping the areas which will be included in the funding applications.

Irrigation:

- 1.8** Following the start-up of the irrigation system at the end of March, the system was running well until one of the pumps developed a fault. This issue turned out to be the Variable Speed Controller. It is suspected that an electrical spike following a power cut may have caused some damage, but this cannot be confirmed. The manufacturer of the computer-controlled device was able to replace this within two weeks. The other pump coped well despite there usually being two running, albeit the irrigation took twice the time to perform. Moving forward, the team will monitor the system and ensure it continues to perform well through the long dry periods that seem to be experienced more frequently.
- 1.9** Water testing continues to be carried out on the borehole water supply. This will ensure the quality of the water is appropriate and allow for any alterations in the fertiliser and application programme to balance any missing or increased levels of minerals and nutrients. The Town Council is fortunate that South East Water has offered to do this throughout the year so they can use the data for their records of the underground water supplies.

Staff:

- 1.10** One member of the team continues to do well with their level 2 apprenticeship at Plumpton College. This is needed to bring their training up to a more modern level and enable progression in the future.

Machinery:

- 1.11** During April, all machines were serviced and blades and cylinders sharpened where required. Some minor repairs will be required throughout the season, but all are normal wear and tear.
- 1.12** As reported previously, new machinery was received in May and put straight to work - the savings in fuel on the fairways due to the higher tier engine has been noticed immediately. Following the approval of the former Golf & The View Committee in April 2025, the redundant machinery was sold to the company that made the best offer, with £24,500 received from the sales.
- 1.13** This capital income did not form part of the budget, but can be used towards the costs of delivering the machinery replacement programme. This would allow for the purchase of equipment and not require it to be added to future leases.
- 1.14** As per the Golf Course Lease Programme presented to the former Golf & The View Committee in December 2024, the tractor and loader or the Green-Tek units are both due for replacement and would be suitable options for purchasing instead of leasing. In order to enable this, the Committee is recommended to delegate power to the Golf Course Manager and Responsible Financial Officer, in consultation with the Chair of the Golf, Open Spaces & Climate Action Committee, to explore purchase options for replacement machinery and utilise the capital income from machinery sales to make the purchase/s in accordance with the Town Council's Financial Regulations.
- 1.15** The condition of modern machinery is an investment that enables the relatively small greenkeeping team to work efficiently and effectively to produce a quality and competitive product. This must be kept up to date and in good condition to ensure it is safe, efficient and trustworthy.

2. Golf Professional's Update

Course Conditions and Income:

- 2.1** A very dry start to the year has seen a very busy start to the season with all departments showing increases compared to last year.
- 2.2** With the dry conditions, buggies were able to get out on the course earlier this year, helping buggy income increase on the same period last year.

Membership:

- 2.3** New members have been steadily coming in since the 1 January on our 15 for 12 offer (15 months for the price of 12). 57 new members have joined, which is a fantastic return this year, with a net increase of four in total on last year. A few members were lost this year and there has been an increase in illness and injuries, as well as some taking up club membership only and paying green fees. Financially, membership income is £7,000 over budget already.
- 2.4** Membership figures:

Membership Type	Number
7 Day	13
Senior	9
5 Day	5
Intermediate 2	12
Intermediate 1	7
Youth	11
Junior	8
Totals	57

- 2.5** Locker revenue should meet budget, with just a few units still to sell.

Societies:

- 2.6** Societies have been extremely good this year so far and the price increase has not deterred any bookings. Society income in April was £500 up on last year and May looks like it is going to exceed that increase. This trend should see the golf course surpass budget by a significant amount this year.
- 2.7** There has however been a downturn in the packages bought, generally going for the cheaper options for food ('par' packages over 'birdies'). This

does not affect revenue for the golf though – food income from societies is received by The View Seaford Ltd.

Green Fees

- 2.8** The weather has seen a fantastic start to the year. Green fee income for April was £8,500 up on last year and, at the time of writing, May is forecast to be £6,000 up last year.

Other Items

- 2.9** Looking at the year end figures for 2024 – 2025:

1001 Golf Course Green Fees Monday - Friday

The final income reached 127.6% of budget.

1002 Golf Course Green Fees (Weekends/Bank Holidays)

The final income reached 117.2% of budget.

1003 Golf Course Societies

The final income reached 110.5% of budget.

- 2.10** The above figures from last year show an impressive increase on budgeted income. The majority of the increase came from a much drier winter, allowing more course usage over the traditionally quieter months.
- 2.11** The course is also welcoming a great balance between membership, green fees and societies. This allows the team to maximise income while remaining very competitive, with a fantastic course that is playable nearly all year round.
- 2.12** Online reviews and social media presence have also helped reach out to more visiting golfers. The course's reputation is impressive for a municipal course and the feedback from golfers after their rounds is one of 'awe and amazement' of the quality of the course and the value - their experience on the golf course is a positive one.

3. Seaford Head Golf Club Updates

- 3.1** When in attendance, the Golf Club representatives may give a verbal update on any key matters arising from the club.

4. Financial Appraisal

- 4.1** The report is seeking approval to use income received from the sales of former machinery (£24,500) to purchase replacement machinery rather than entering into leases for these replacement machines in the coming years. Using this income will enable the Town Council to keep the

budgeted expenditure lower over the next five years by reducing the lease costs incurred. At present, the income is being held in the Golf Machinery earmarked reserve – any unspent funds would remain in the earmarked reserve.

5. Contact Officer

- 5.1** The Contact Officers for this report are Simon Lambert, Golf Course Manager, and Fraser Morley, Golf Professional.



Seaford Town Council

Report No:	14/25
Agenda Item No:	4
Committee:	Golf, Open Spaces & Climate Action
Date:	5 June 2025
Title:	Golf, Open Spaces & Climate Action Projects Log & Update Report – June 2025
By:	Sharan Brydon, Operations & Facilities Manager
Purpose of Report:	To present the Golf, Open Spaces & Climate Action Projects Log, and to provide an update on progress and actions relating to the Town Council's golf course, open spaces and climate actions

Actions

The Committee is advised:

1. To consider the updates within the report.
2. To move to a vote on the motion below.

Recommendations

The Committee is recommended:

1. To note the contents of the report.

1. Introduction

- 1.1** Welcome to the first meeting of the new Golf, Open Spaces & Climate Action Committee
- 1.2** This new committee is part of the revised committee structure that was adopted by Full Council in December 2024 and is being trialled in the 2025 – 2026 Municipal Year.
- 1.3** This report has a two-fold purpose, to present the newly presented projects log for the Golf, Open Spaces & Climate Action Committee and also to

provide an update on the Town Council's golf course, open spaces and climate actions.

2. Assets & Facilities Projects Log

- 2.1** Historically, the Town Council's project updates have predominantly been reported back through the Community Services Committee. Since summer 2023, these took the form of a Projects Log, that was reviewed at each meeting of the Committee.
- 2.2** With the introduction of the new committee structure, it became necessary to review how the project updates are presented and to which committees. Report 174/24 presented to the Community Services Committee in March 2025 set this out in more detail. This can be found on the [Town Councils' website](#) (from page 38), should councillors wish to revisit this.
- 2.3** This report is presenting the revised Projects Log, including those projects relevant to the Golf, Open Spaces & Climate Action Committee (GOSCA). At its first meeting on 22 May 2025, the Assets & Facilities Committee considered a similar report presenting a Projects Log specific to its areas of responsibility.
- 2.4** To confirm, all projects that featured on the previous Projects Log have been copied across and are being reported to this Committee or Assets & Facilities, as appropriate, save for where they have been completed or superseded, or where they are strictly officer operational matters.
- 2.5** As well as enabling councillors to monitor the progress of projects, this revised Projects Log format will also aid with future budget setting processes, monitoring resource levels, assessing risk and business continuity planning.
- 2.6** Please find the revised GOSCA Project Log presented at **Appendix A**.

3. Golf, Open Spaces & Climate Action Update

- 3.1** At the annual meeting in early May 2025, Full Council adopted the Committee Terms of Reference, which is the policy document that sets out which areas each committee has responsibility for.
- 3.2** The intention is to use these terms of reference to present an update report to each committee. This is to ensure that the committee is receiving an update across its areas of responsibility but also acts as a means to make sure that the terms of reference are correct in practice and fit for purpose.

3.3 With this in mind, please find the GOSCA update below, set out in alphabetical order of the terms of reference headings.

3.4 All updates are for noting but any questions or comments from the committee are welcomed.

4. Allotments

4.1 No updates to report.

5. Blatchington Pond

5.1 No updates to report.

6. Golf Course

6.1 An update report appears elsewhere on the agenda relating to Town Council's Golf Course

7. Grass Verges *(those urban verges delegated from East Sussex County Council)*

7.1 The Town Council has entered year two of the verge cutting contract for the town. The first cut was conducted and completed in April 2025, ahead of 'No Mow May'.

7.2 Details of when each of the four cuts will take place have been placed upon the [Town Council's website](#) along with how to report any problems with verge cutting (as there are three different grass verge cutting arrangements within the town).

8. Grounds Maintenance Contract

8.1 Officers have been working with Lewes District Council and On the Verge to place small signs stating 'Managed for Wildlife', at the Pump Field and small bank area within The Salts Recreational Ground to raise awareness of the maintenance approach being taken on these sites.

8.2 Very recently, officers have been in communications with Lewes District Council regarding the renewal of the current Grounds Maintenance Contract. This discussion is covered by commercial sensitivity and as such will need to be discussed by Councillors under confidential session. The proposal is for the Committee meeting to revert to confidential session later on to discuss these early officer led discussions.

9. High & Over

- 9.1** During March 2025 the Town Council commissioned contractors to clear the vegetation at High & Over. This work is not covered by the Lewes District Council Grounds Maintenance Contract and as such had not taken place for a number of years, so the visual difference to the site is significant. It is noteworthy that the Town Council received notes of thanks from both from the Secretary and the Chair of the Rees Jeffreys Road Fund Charity, whose founder is commemorated at the site.

10. Martello Fields *(including pump field and Cliff Gardens)*

- 10.1** Work to review Seaford Community Garden's Cliff Gardens project continues to be undertaken by an external consultant, who should report back imminently. Once received, their report will be presented to Full Council for discussion and then take further action as appropriate.

11. Oversight of Town Council's Climate Action Workstreams and performance

- 11.1** A report appears elsewhere on the agenda relating to the next stages of work with the Town Council's climate action planning.

12. Seaford Head Estate *(including Nature Reserve, South Hill Barn, Southdown Corner, South Hill farmland and Hope Gap Steps)*

12.1 Cliff Safety

- 12.2** An inspection of the Seaford Head cliff top rope and spikes (installed to guide and protect the public) will take place in May before the main summer season. If other areas are found to require protecting, additional rope and spikes will be provided.

12.3 Seven Sisters National Nature Reserve (NNR)

- 12.4** Officers have attended several meetings to discuss the mapping of the Seaford Head area within the NNR. Officers and councillors continue to attend the quarterly all-partner meetings to discuss how the partners work together as we approach the formal NNR declaration, scheduled for the autumn, including the creation of an agreed communications strategy for all stakeholders and public.

12.5 Hope Gap Steps

- 12.6** Natural England has indicated that from a geological perspective, there would be negligible impact if the steps were replaced, provided they did not increase in size and block more of the cliff face.
- 12.7** However, from an ecological perspective, any replacement works may have an impact on the grassland (including the moon carrots) on the cliff top, which would need careful consideration.
- 12.8** Consent for such work would need to be granted by Natural England, with consideration of mitigated ecological concerns with storing plant/equipment in an area of low biodiversity.
- 12.9** Officers have met with a construction engineer to review the site and structure of the Hope Gap Steps and are awaiting a report.
- 12.10** Officers have also approached Natural England regarding repair work to improve the security fencing at the top of Hope Gap Steps. It has been confirmed that the impact on the Site of Special Scientific Interest (SSSI) would be negligible; therefore, the repair works will be undertaken in the next few weeks. This will help discourage access to the steps and thus improve visitor safety at the site.
- 12.11** South Hill Barn Interim Parking Options
- 12.12** Officers have received the external consultant's report into possible parking solutions at South Hill Barn. An initial review has suggested that, whilst a number of options have been identified, none are quick wins that would enable an interim measure to be in place for this summer season. Whilst reviewing the report in more detail, officers are scoping out the feasibility of a height barrier being installed at the bottom of the bridleway road from Chyngton Way to the Barn and liaising with the necessary landowners to discuss this. This continues to be progressed as a priority piece of work.

13. Seafront *(not assets like beach huts or concession units)*

13.1 Bönningstedt Promenade

- 13.2** A small pothole has appeared close to Bönningstedt steps, which is repeatedly filling with rainwater despite several steps taken by officers to prevent this. Officers have approached the Environment Agency to meet and discuss the options of repair to this area.

13.3 Dog Ban on the Beach

13.4 From 1 May to 30 September inclusive each year, dogs are banned on the beach between Edinburgh Road and West View. During this period, dogs must be kept on a lead on the promenade and are not allowed on the beach in this area.

13.5 Lewes District Council's Neighbourhood First team are responsible for receiving and responding to issues with dog fouling or breaches of the by-law. Issues can be reported online through the [District Council's website](#).

14. The Crouch *(including all onsite facilities and properties)*

14.1 Bramber Lane Access Point

14.2 Repairs have taken place to resolve exposed tree roots and refill a large cavity in the floor. The double gate at this entrance point has been closed halfway to help restrict vehicular access to this area, which has caused the damage, whilst new grass seed is establishing itself. Officers will look at longer term solutions for this area to prevent vehicles crossing over from the lane to the grassed pathed area and creating the same problem in the future.

14.3 Crouch playground

14.4 A replacement seesaw has been ordered following the removal of a broken seesaw.

15. The Salts *(including all onsite facilities and properties)*

15.1 Salts Playground

15.2 Zip wire repairs have taken place and this is now back up and running. The super nova roundabout is to be replaced with a new carousel roundabout. Resurfacing of the toddler playground is likely to take place following May half term, as the area will need to be closed during the works.

15.3 Cycle Racks – previously approved by Full Council

15.4 An application for planning permission has been submitted to Lewes District Council and officers await a response.

16. Trees *(including Trees for Seaford)*

16.1 Tree works will be carried out this month on the holm oak at the Sutton Road War Memorial to lift the branches above the highway and war memorial.

16.2 Works to trees in The Crouch that are overhanging resident's properties will also take place, providing nesting birds are not present

- 16.3** Trees at the Town Council's land at Normansal Park will need additional work, as they are adjacent to resident's properties and encroach at times. This will be planned into a programme of works for later in the year.

17. Other Open Spaces as per the Town Council's Fixed Asset Register

- 17.1** No updates to report

18. Financial Appraisal

- 18.1** There are no direct financial implications as a result of this report.

19. Contact Officer

- 19.1** The contact officer for this report is Sharan Brydon, Operations & Facilities Manager.

GOSCA Committee - Projects Log 2025/26

GREEN	Projects actively worked upon / forecast to complete this financial year
ORANGE	Pending projects
RED	Pipeline projects

USED FOR COMMITTEE REPORTING							
REF	STATUS		PROJECT NAME	DESCRIPTION	APPROVALS	KEY NOTES	COMPLETION FORECAST
G1	GREEN	ACTIVE	Hope Gap Steps	Looking at future options with Hope Gap Steps whilst also ensuring public safety while the steps remain closed for public access	GOSCA > Full Council		Q4 - 2025/26
G2	GREEN	ACTIVE	Crouch Working Group	Reviewing arrangements with Seaford Town Football Club on the use of gates, floodlights and advertisements by the club	GOSCA	Review to be conducted of the working group	Q3 - 2025/26
G3	GREEN	ACTIVE	Cycle Racks at The Salts	Installation of cycle racks at The Salts	No further approval needed	Planning permission applied for with LDC	Q2 - 2025/26
G5	GREEN	ACTIVE	The Salts Playpark Resurfacing	Resurfacing of the under 5s and toddlers area	No further approval needed		Q2 - 2025/26
G7	GREEN	ACTIVE	Verge cutting	Ongoing contract review & management of urban verges and review of rural verges with East Sussex County Council	No further approval needed		Q4 - 2025/26
G8	GREEN	ACTIVE	Seaford Head Signage	Partnership approach to agree simple clear signage at Seaford Head	GOSCA	Lewes District Council, East Sussex County Council and other agencies involved	Q4 - 2025/26
G9	GREEN	ACTIVE	Fields in Trust	Designating three STC sites as Fields in Trust (The Salts, Crouch and Martello Fields)	GOSCA > Full Council	Ongoing liaison with LDC about their necessary consent required for this project to be able to progress	Q3 - 2025/26
G10	GREEN	ACTIVE	High and Over	Maintenance plan for High & Over	GOSCA	Look to include within Grounds Maintenance Contract Renewal 2026	Q4 - 2025/26
G11	GREEN	ACTIVE	Verge cutting impact assessment	Assessment of the impact of the verge cutting on biodiversity, soil quality and other factors	GOSCA		Q4 - 2025/26
G12	GREEN	ACTIVE	South Hill Barn - Stage 1	To undertake traffic management , services and consultation surveys	GOSCA > Full Council		Q4 - 2025/26
G13	GREEN	ACTIVE	The Salts Play Park & Outdoor Gym Equipment	Renewing of any items in both playgrounds that parts cannot be sourced	No further approval needed		Q3 - 2025/26
G14	GREEN	ACTIVE	Grounds Maintenance	Consider the Town Council's ground maintenance arrangements from April 2026	GOSCA > Full Council	Current contract managed by Lewes District Council ends 31-Mar-26	Q3 - 2025/26
G15	GREEN	ACTIVE	Relocation of the 17th green / 18th tees	Moving the 17th green/18th tees further away from the cliff edge	GOSCA > Full Council	Project being led by Golf Course Manager, not by Projects & Facilities Manager	Q4 - 2025/26
G16	ORANGE	OFFICER INVESTIGATION ONGOING	Promenade Repairs	Review of Bonningstedt promenade area with other agencies	GOSCA	Liaison ongoing with EA	Q2 - 2025/26
G17	RED	RELATED TO WIDER SOUTH HILL BARN PROJECT	South Hill Barn Remedial Works (including drainage)	Remedial works to be included in the main barn development programme (including damaged pipe works under courtyard)	No further approval needed		2026/27

GOSCA Committee - Projects Log 2025/26

GREEN	Projects actively worked upon / forecast to complete this financial year
ORANGE	Pending projects
RED	Pipeline projects

USED FOR COMMITTEE REPORTING							
REF	STATUS		PROJECT NAME	DESCRIPTION	APPROVALS	KEY NOTES	COMPLETION FORECAST
G18	RED	AWAITING OFFICER TO BE ASSIGNED	Allotments	New space requested for allotments	GOSCA > Full Council		2026/2027
G19	RED	RELATED TO WIDER SALTS DEVELOPMENT PLAN	Skate Park Shelter	Replacement shelter at the skatepark	GOSCA > Full Council		2026/27
G20	RED	RELATED TO WIDER SALTS DEVELOPMENT PLAN	Salts Toilets	Refurbishment project plan	GOSCA > Full Council		2026/27
G21	RED	RELATED TO WIDER SALTS DEVELOPMENT PLAN	Rain Garden at the Salts Play Park	A rain garden in case of flooding at the play park	GOSCA > Full Council		2026/27
G22	RED	AWAITING OFFICER TO BE ASSIGNED	Community Orchard	Brighton Permaculture planting bid for Seaford	GOSCA		TBC
G23	RED	AWAITING OFFICER TO BE ASSIGNED	Queen Elizabeth Field	Public consultation on renaming Martello Fields	GOSCA > Full Council		TBC
G24	RED	AWAITING OFFICER TO BE ASSIGNED	Filming Strategy	Creation of a filming strategy, to include marketing assets for maximum commercial viability	GOSCA		2026/27
G25	RED	AWAITING OFFICER TO BE ASSIGNED	Tennis Marketing	Marketing courts to wider public	GOSCA	To work with Lawn Tennis Association on providing a tennis coach	2026/27
G26	RED	AWAITING OFFICER TO BE ASSIGNED	Mercread Centre	Discussions with Mercread Centre about possible inclusions/facilities within the Crouch	GOSCA		2026/27
G27	RED	AWAITING OFFICER TO BE ASSIGNED	Rewilding/Naturing Areas	Project to consider rewilding/ renaturing STC's green spaces	GOSCA		2026/27
G28	RED	RELATED TO WIDER SALTS DEVELOPMENT PLAN	Salts Sports Pitches	Considerations as to how sports pitches can be improved	GOSCA > Full Council		TBC



Seaford Town Council

Report No:	16/25
Agenda Item No:	7
Committee:	Golf, Open Spaces & Climate Action
Date:	5 June 2025
Title:	2024 – 2025 Year End Financial Report for the former Golf & The View Committee
By:	Lucy Clark, Responsible Financial Officer
Purpose of Report:	To present the 2024 - 2025 year-end financial position of the former Golf & The View Committee based on the previous committee structure

Actions

The Committee is advised:

1. To consider and ask any questions on the year end financial position of the previous The Golf & The View Committee budget.
2. To move to a vote on the motion below.

Recommendations

The Committee is recommended:

1. To note the contents of the report

1. Information

- 1.1** Following the restructuring of the Town Council's committees, this year-end report is based on former Golf & The View Committee under the previous committee structure.
- 1.2** Attached as Appendix A is the final income and expenditure figures for the previous Golf & The View Committee for the 2024 - 2025 financial year.
- 1.3** All income and expenditure up to 31 March 2025 is included, with year-end adjustments to include all anticipated expenditure (not yet paid) and

anticipated income (not yet received) relating to the financial year ending 31 March 2025.

- 1.4 Attached as Appendix B is the variance report explaining any significant variations compared to budget.

2. Summary

Golf Course Income:

- 2.1 Actual income received at the year-end totalled £649,091, exceeding the annual income budget of £570,026 by £79,065 (113.9%). This was largely due to the green fee and societies income performing strongly above budget, alongside £23,900 of income received from the sale of golf machinery. These sale proceeds transferred into a capital receipts earmarked reserve (EMR), from which £16,000 was subsequently used to fund the purchase of replacement machinery, as reflected under the 4272 expenditure code.
- 2.2 Golf membership reached 98.3% of the full-year target, falling slightly short but representing an improvement on the previous financial year, which stood at 94.4% for the same period

Golf Course Expenditure:

- 2.3 Actual expenditure at year-end totalled £513,686, representing 96.9% of the annual expenditure budget of £530,148, thus resulting in a saving of £16,462.
- 2.4 Whilst there are several variables within the expenditure, the net underspend is primarily attributable to savings in business rates, dog bin emptying, water and sewerage, and bank charges.

Capital Costs – Golf & The View

- 2.5 The professional fees budget of £20,000 within this cost centre was originally allocated for architect fees related to the project to relocate the 17th green / 18th tees. As previously reported, it became apparent during the year that the Town Council was unlikely to be in a position to utilise this budget within the 2024 - 2025 financial year.
- 2.6 At year-end, and in line with the former Golf & The View Committee's earlier approval, the full budgeted amount was transferred to an earmarked reserve specifically for this project.

The View Income

- 2.7** Actual income received at year-end totalled £41,422, falling slightly short of the original budget of £45,000 by £3,578. This shortfall is primarily due to delays in the signing of The View lease.
- 2.8** The negative figure shown under 'Income Bar Sales' relates to an accrual made at the start of the year for the stock transfer to the new tenants. The accrual was based on an estimated income amount recorded in the previous year. However, the final amount invoiced was agreed at a lower figure, and when this was accounted for, it resulted in a negative balance.

The View Expenditure

- 2.9** Actual expenditure at year-end totalled £30,313, representing 96.7% of the annual budget of £31,355 and resulting in a saving of £1,042.
- Whilst there are several variables within the expenditure, the net underspend is primarily attributable to The View transition costs, vehicles and equipment maintenance.

3. Ear Marked Reserves (EMRs)

- 3.1** A table detailing the movements in EMRs during the 2024 – 2025 financial year relating to the former Golf & the View Committee is attached at Appendix C.
- 3.2** Certain EMRs are shared across the whole of the Town Council's overall budget. Unless otherwise specified, these reserves are not allocated exclusively for any single committee.
- 3.3** As agreed during the budget setting process, £20,000 from the professional fees budget within cost centre 102 has been specifically allocated for the relocation of the 17th green / 18th tee, as noted in section 2.

4. Financial Appraisal

- 4.1** The Committee's total income achieved £690,513, against an income budget of £648,976, representing 112.3% of the annual budget. Total expenditure was £648,976, against an expenditure budget of £686,503 equating to 94.5% of the annual budget. Taken together this results in a year-end surplus of £41,537 against a budgeted expenditure of £71,477, representing a net positive movement of £113,014.

4.2 In summary, the difference between the actual surplus and the budgeted requirement arises from a combination of factors:

- Stronger than expected income performance within the green fees and sale of machinery.
- Operational underspends in several areas including business rates, utilities and maintenance.
- Effective budget control throughout the year.

5. Contact Officer

5.1 The Contact Officer for this report is Lucy Clark, Responsible Financial Officer.

15/05/2025

Seaford Town Council 2024/2025 2024-2025

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Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>Golf Course and The View</u>							
<u>101 Golf Course</u>							
1000 Golf Course Season Ticket	197,450	200,841	3,391			98.3%	
1001 Golf Course Green Fees M-F	178,573	140,000	(38,573)			127.6%	
1002 Golf Course Green Fees w/eb/h	136,565	116,500	(20,065)			117.2%	
1003 Golf Course Societies	82,903	75,000	(7,903)			110.5%	
1004 Golf Course Locker	1,151	2,250	1,099			51.2%	
1007 Golf Course Air Traffic	7,500	7,500	0			100.0%	
1019 Rechargeable Income	185	0	(185)			0.0%	
1025 Income Sponsorship	0	3,000	3,000			0.0%	
1050 Income Rent	85	85	0			100.0%	
1054 Income Other	1,021	850	(171)			120.1%	
1077 Income Sale Equipment	23,900	0	(23,900)			0.0%	23,900
1100 Income Advertising	0	2,600	2,600			0.0%	
1311 Buggy Hire	19,758	21,400	1,642			92.3%	
Golf Course :- Income	649,091	570,026	(79,065)			113.9%	23,900
4000 Salaries & Wages	161,598	165,617	4,019		4,019	97.6%	
4001 Employers NI	16,024	16,576	552		552	96.7%	
4002 Employers Superannuation	32,481	32,714	233		233	99.3%	
4009 Recruitment Costs	0	500	500		500	0.0%	
4010 Staff Training	869	2,100	1,231		1,231	41.4%	
4011 Staff Protective Clothing	2,074	2,100	26		26	98.8%	
4012 Staff Expenses	55	0	(55)		(55)	0.0%	
4019 Rechargeable Expenditure	185	0	(185)		(185)	0.0%	
4041 Golf Professional Retainer	58,887	70,280	11,393		11,393	83.8%	
4045 Golf Course Player Costs	426	1,000	574		574	42.6%	
4046 Golf Club Membership Fees	19,875	20,016	141		141	99.3%	
4051 Rates	6,965	25,276	18,311		18,311	27.6%	
4052 Water & Sewerage	474	2,100	1,626		1,626	22.6%	
4060 Refuse	956	866	(90)		(90)	110.3%	
4100 Telecommunications	2,850	920	(1,930)		(1,930)	309.7%	
4105 Postage	0	50	50		50	0.0%	
4106 Stationery	361	300	(61)		(61)	120.3%	
4110 Advertising & Publicity	0	300	300		300	0.0%	
4112 Subscriptions	710	560	(150)		(150)	126.8%	
4113 Software Support	2,574	2,319	(255)		(255)	111.0%	
4114 Licence Fee	75	75	0		0	100.0%	
4115 Insurance	11,214	11,009	(205)		(205)	101.9%	
4116 Web Site	90	95	5		5	94.7%	

Continued over page

Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4156 Bank Charges	6,976	8,306	1,330		1,330	84.0%	
4201 Cleaning & Hygiene	635	250	(385)		(385)	254.1%	
4251 Dog Bin Emptying	988	1,514	526		526	65.3%	
4261 General Maintenance	44,505	45,000	495		495	98.9%	
4270 Vehicles & Equipment Maint	20,099	21,000	901		901	95.7%	
4271 Vehicle & Equipment Lease	64,381	62,650	(1,731)		(1,731)	102.8%	
4272 Furniture & Equipment	22,196	4,000	(18,196)		(18,196)	554.9%	16,000
4275 Building Maintenance	4,162	2,500	(1,662)		(1,662)	166.5%	
4276 CCTV	0	250	250		250	0.0%	
4279 Fire & Security	525	655	130		130	80.2%	
4308 Golf Course Overheads	20,606	20,000	(606)		(606)	103.0%	
4309 Buggy Lease & Maintenance	9,870	9,250	(620)		(620)	106.7%	
Golf Course :- Indirect Expenditure	513,686	530,148	16,462	0	16,462	96.9%	16,000
Net Income over Expenditure	135,404	39,878	(95,526)				
6000 plus Transfer from EMR	16,000	0	(16,000)				
6001 less Transfer to EMR	23,900	0	(23,900)				
Movement to/(from) Gen Reserve	127,504	39,878	(87,626)				
102 Capital Costs-Golf & The View							
4155 Professional Fees	0	20,000	20,000		20,000	0.0%	
4301 Public Works Loan Payment	104,977	105,000	23		23	100.0%	
Capital Costs-Golf & The View :- Indirect Expenditure	104,977	125,000	20,023	0	20,023	84.0%	0
Net Expenditure	(104,977)	(125,000)	(20,023)				
103 The View							
1050 Income Rent	40,205	45,000	4,795			89.3%	
1093 Income Rates	2,317	0	(2,317)			0.0%	
1307 Income Bar Sales	(1,100)	0	1,100			0.0%	
The View :- Income	41,422	45,000	3,578			92.0%	0
4051 Rates	2,317	0	(2,317)		(2,317)	0.0%	
4052 Water & Sewerage	(150)	0	150		150	0.0%	
4055 Electricity	(115)	0	115		115	0.0%	
4056 Gas	2	0	(2)		(2)	0.0%	
4107 Photocopier	(38)	0	38		38	0.0%	
4115 Insurance	2,958	3,355	397		397	88.2%	
4116 Web Site	60	0	(60)		(60)	0.0%	
4155 Professional Fees	6,041	2,000	(4,041)		(4,041)	302.0%	

Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4202 Linen Cleaning	121	0	(121)		(121)	0.0%	
4270 Vehicles & Equipment Maint	751	5,000	4,250		4,250	15.0%	
4275 Building Maintenance	15,711	11,000	(4,711)		(4,711)	142.8%	500
4276 CCTV	133	0	(133)		(133)	0.0%	
4279 Fire & Security	746	0	(746)		(746)	0.0%	
4316 The View Transition Costs	1,776	10,000	8,224		8,224	17.8%	
The View :- Indirect Expenditure	30,313	31,355	1,042	0	1,042	96.7%	500
Net Income over Expenditure	11,109	13,645	2,536				
6000 plus Transfer from EMR	500	0	(500)				
Movement to/(from) Gen Reserve	11,609	13,645	2,036				
Golf Course and The View :- Income	690,513	615,026	(75,487)			112.3%	
Expenditure	648,976	686,503	37,527	0	37,527	94.5%	
Net Income over Expenditure	41,537	(71,477)	(113,014)				
plus Transfer from EMR	16,500	0	(16,500)				
less Transfer to EMR	23,900	0	(23,900)				
Movement to/(from) Gen Reserve	34,137	(71,477)	(105,614)				
Grand Totals:- Income	690,513	615,026	(75,487)			112.3%	
Expenditure	648,976	686,503	37,527	0	37,527	94.5%	
Net Income over Expenditure	41,537	(71,477)	(113,014)				
plus Transfer from EMR	16,500	0	(16,500)				
less Transfer to EMR	23,900	0	(23,900)				
Movement to/(from) Gen Reserve	34,137	(71,477)	(105,614)				

Golf & The View

2024 - 25

1000 Codes = Income

4000 Codes = Expenditure

Financial Variance Report for Golf and The View Meetings					
		30th July 2024	10th December 2024	15th April 2025	Year End
101	Golf Course	Not Reported	58%	92%	
1000	Golf Course Season Ticket		The income received to date is likely to remain at this figure by the year end. It is slightly underbudget due to several members unable to play this year due to illness and/or injury.	As previously reported.	The final income almost reached budget at 98.3%.
1001	Golf Course Green Fees M-F		Income for the year so far is performing well. If the income trend continues the same as last year, then its possible we could exceed budget by 10% by the year end.	As previously reported; the income is already at 118.5% and so this is likely to increase even further by the year end.	The final income showed that the income reached 127.6% of budget which is mentioned further in the Golf Professionals report elsewhere on this agenda
1002	Golf Course Green Fees (Weekends / Bank Hols)		Income for the year so far is performing well. If the income trend continues the same as last year, then its possible we could exceed budget by 10% by the year end.	As previously reported.	The final income showed that the income reached 117.2% of budget which is mentioned further in the Golf Professionals report elsewhere on this agenda
1003	Golf Course Societies		Income for the year so far is performing well. If the income trend continues the same as last year, then its possible we could exceed budget by 5% by the year end.	As previously reported.	The final income showed that the income reached 110.5% of budget which is mentioned further in the Golf Professionals report elsewhere on this agenda
1004	Golf Course Locker		This income is down on budget due to the lockers not being completed until mid way through the year.	As previously reported.	For reasons previously reported, the final income reached 51.2% of budget.
1025	Income Sponsorship		Following the decision not to renew the temporary Sponsorship Role, the income budget will no longer be acheivable.	As previously reported.	As previously reported.
1050	Income Rent		This income from Wayleave, is due to be received later in the financial year.	As previously reported. This income has now been received.	As previously reported.
1054	Income Other		The income relates to the administrative fees for the setting up of the monthly direct debits in relation to the golf membership. It is higher than budget due to increased members opting to use this method.	As previously reported.	As previously reported.

		30th July 2024	10th December 2024	15th April 2025	Year End
1077	Income Sale Equipment		As reported in the Course Managers Report elsewhere on this agenda, three pieces of machinery are being sold this year following the Five Year Maintenance plan. With £13,400 already received, a further £10,100 is expected to be received. This income will cover the cost of replacement machinery and equipment that will show as overspends within the Furniture and Equipment budget.	As previously reported. The total income now received is £23,900 which offsets the cost of the replacement machinery and equipment that shows in the Furniture and Equipment budget.	The £23,900 income received from the equipment sales was put into a Capital Receipts EMR specifically for future Golf Machinery purchases. £16,000 of this was then used to purchase replacement machinery, which shows within the 4272 expenditure code below. This leaves £7,900 remaining in EMR349 Golf Machinery - Capital.
1100	Income Advertising		It was anticipated that the advertising income would be covered by the sponsorship role, however this will no longer be achievable for reasons explained above.	As previously reported.	As previously reported.
1311	Income Buggy Hire		The buggy income is not likely to change for the next couple of months due to the buggy ban that is in force (to save damage to the course). Weather depending, the ban may be lifted at the end of February / beginning of March which may see this income increased slightly.	As previously reported. The ban has been lifted with income increasing slightly since December. It is anticipated that this will reach budget by the end of the year.	The final income was slightly under budget at 92.3%.
4000	Salaries & Wages		The salaries budgets are just slightly lower than budget for this time of year, however once the recently agreed NJC scales for 24/25 have been backdated, then these budgets should be more on target.	As previously reported. The expenditure now aligns with what would be expected for the period.	The final expenditure shows a slight underspend of 97.6%
4001	Employers NI		As above.	As above.	The final expenditure shows a slight underspend of 99.3%
4002	Employers Pension		As above.	As above.	The final expenditure shows a slight underspend of 97.6%
4009	Recruitment Costs		It is not anticipated that this budget will be used by the year end and it will be proposed that the underspend is allocated to the EMR for future possibilities.	As previously reported.	As previously reported, it was anticipated that the recruitment budget would be underspent by year-end and a proposal was made to allocate the underspend to the EMR for future training needs. However, given that there is already an existing Recruitment EMR of £5,000, the current underspend will not be earmarked.
4010	Staff Training		This is currently showing a low % of budget, however it is expected that further training will be arranged for later in the financial year.	As previously reported, however it is unlikely that the training budget will be fully utilised by the year end and it will be proposed that the underspend is allocated to the EMR for future training.	As previously reported, it was anticipated that the training budget would be underspent by year-end and a proposal was made to allocate the underspend to the EMR for future training needs. However, given that there is already an existing training EMR of £3,000, the current underspend will not be earmarked.

		30th July 2024	10th December 2024	15th April 2025	Year End
4012	Staff Expenses		The unbudgetd expense relates to mileage claimed where travelling to suppliers was required. A budget has been allocated for such occasions in the 25/26 budget.	As previously reported.	As previously reported.
4041	Golf Retainer				The underspend is largely due to the original budget including VAT, rather than being based on the net amount.
4045	Golf Course Player Costs				This has come underbudget due to the new format cards being less expensive.
4046	Golf Course Membership Fees		This budget relates to fees that are collected on the behalf of the Golf Club. The payment of £19,875 will be seen in the November accounts.	As previously reported.	As previously reported
4051	Rates		The Golf Course is currently receiving a 75% Retail Rate Discount for the Golf Course, but this was not reflected in the 2024-25 budget as the discount had not been confirmed at the time of budget setting. Therefore, this will show as significantly under budget by the year end.	As previously reported.	As previously reported
4052	Water & Sewerage		No invoices have been received as yet. Officers are chasing this up with the utility company.	Invoices have now been received for the period up to Dec 24.	Budgeting for water costs over the year has proven challenging due to the inconsistent invoicing patterns of Business Stream. Their changes in billing frequency and structure make it difficult to forecast costs accurately. In this case, the budget was set based on previous years' spending, but subsequent credits were issued after the budget had been finalised. As a result, only 22% of the allocated £2,100 budget was actually spent.
4100	Telecommunications		The overspend on this account is due the previous contract for The View now being invoiced directly to the Golf Course rather than The View. However, this current contract is set to continue for a further three years and officers are currently exploring options as to whether an early termination fee would be of benefit to allow for a more cost-effective alternative.	As previously reported.	The final overspend is due to charges for a broadband and telephone contract originally linked to The View. It was first thought the costs could be recharged, but The View tenant had arranged its own separate broadband service. As a result, the Town Council is incurring charges for broadband that is no longer in use. Officers had been exploring whether paying an early termination fee would be worthwhile, however, due to the Golf Course's location, replacing the service is not straightforward. Broadband suppliers have advised that extensive works may be needed to provide a new connection. Officers are now working with the Council's IT provider, Schools ICT, to explore alternatives such as 4G or satellite broadband.

		30th July 2024	10th December 2024	15th April 2025	Year End
4105	Postage				As a result of most communication was handled through email, there were no postage costs in 24/25.
4110	Advertising & Publicity		It is unlikely this budget will be utilised now that the scorecards are issued free of charge.	As previously reported.	As previously reported.
4112	Subscriptions		Now that there are five members of the greenkeeping team, the additional spend relates to a further BIGGA membership.	As previously reported.	As previously reported.
4113	Software Support		The majority of these costs are invoice within the first 7 months of the financial year. However, there will be further costs in January for the Golf Member software which is likely to take the account overbudget. This is largely due to the increased microsoft costs for 2024/25.	As previously reported, however the significant overspend is largely due to an invoice that is a pre-payment for the new financial year and will be accrued at year end. This will bring the overspend down to approx 10%.	As previously reported.
4201	Cleaning & Hygiene		These costs were previously part of the internal overhead recharges from The View. With a new tenant in place, the Calabash invoices are being paid direct by the Golf Course. The budget has been adjusted for 2025/26.	As previously reported.	As previously reported.
4251	Dog Bin Emptying				The switch to the new dual bins in certain areas resulted in significant savings across all cost centres.
4272	Furniture & Equipment		As mentioned within the Sale of Equipment account, the overspends within this account will be covered by the machinery sales. A replacement Ex-Demo Toro Workman GTX along with a new Hot Pressure Washer are being purchased at a cost of £19,000. This will still leave a surplus of £4,500 for the Sale of Equipment which will be put into an EMR at the year end.	As previously reported.	The account shows as over budget by £18,196. However, £16,000 was covered by the Golf Machinery EMR as specified in Sale of Machinery above.
4275	Building Maintenance		The additional spend in budget is due to a variety of maintenance works identified at the Golf Club. A more appropriate budget has been allocated for 25/26.	As previously reported.	As previously reported
102	Capital Costs - Golf & The View				
4155	Professional Fees		The budget of £20,000 for architect fees to move the 17th green is not expected to be fully utilised until next year. However, as the project progresses over the next couple of years, a larger amount will be required. To plan accordingly, it is proposed to earmark any underspend at year end to help build up a sufficient budget for the project.	As previously reported. The underspend has been approved to be earmarked at the year end.	As previously reported, £20,000 has been transferred to an EMR specifically for the 17th Green Relocation (EMR 374).

		30th July 2024	10th December 2024	15th April 2025	Year End
103	The View				
1050	Income Rent				The income received is underbudget due to the delay in signing the lease.
1093	Income Rates		This income is the recharge of The View's portion of Business Rates	As previously reported.	As previously reported
1307	Income Bar Sales		This income relates to an invoice issued to The View Seaford Ltd for the transfer of stock when they took over the management of The View earlier this year.	The minus figure relates to an amendment to the original invoice for the stock transfer.	As previously reported.
1308	Income Food Sales		This income relates to an invoice issued to The View Seaford Ltd for the transfer of stock when they took over the management of The View earlier this year.	The minus figure relates to an amendment to the original invoice for the stock transfer.	This has now been cleared.
4052	Water & Sewerage		The minus figure is an accrual for an estimated cost relating to 23/24.	As previously reported.	As previously reported.
4055	Electricity		The minus figure is an accrual for an estimated cost relating to 23/24.	As previously reported.	As previously reported.
4056	Gas		This small figure relates to the utility company charging the council for one day prior to the new management taking over.	As previously reported.	As previously reported.
4107	Photocopier		The minus figure is an accrual for an estimated cost relating to 23/24.	As previously reported.	As previously reported.
4116	Website		This spend is for the webhosting for The View's previous website which the Town Council was responsible for until September 24.	As previously reported.	As previously reported.
4155	Professional Fees				The overspend is for works in relation to the signing of the lease.
4202	Linen Cleaning		This expense relates to a late invoice for linen cleaning, covering the period during which the council was responsible for the cost.	As previously reported.	As previously reported.
4270	Vehicles & Equipment Maintenance				This shows as a low % as its realised that part of this budget belonged to building maintenance.
4275	Building Maintenance		The additional expenditure relates to necessary building works falling within the councils responsibility.	As previously reported.	The overspend is covered by the underspend within 4270.

		30th July 2024	10th December 2024	15th April 2025	Year End
4276	CCTV		A budget for 24/25 should have been allocated as the council remains responsible for this account.	As previously reported.	As previously reported.
4279	Fire & Security		A budget for 24/25 should have been allocated as the council remains responsible for this account.	As previously reported.	As previously reported.
4316	The View Transition Costs		This budget was allocated to cover any additional costs that might arise following the new tenant taking over the management of The View. The current expenses include the cost of a replacement dishwasher and telephone charges. As briefly mentioned in the 101/4100 section above, it was discovered that a five-year telephone contract had been signed by the previous management of The View, which cannot be transferred to the new tenant. Officers are now evaluating whether paying an early termination fee would be a cost-effective option to allow for a more affordable alternative. If this approach to be taken, the termination fees will be charged to this account.	As previously reported.	As previously reported, the budget was allocated for any additional costs arising from the new tenant taking over the management of The View. It covered items previously mentioned but excluded the five year telephone contract, as the cost effectiveness of termination had not been determined before the year end.

Seaford Town CouncilEarmarked Reserves 2024-2025

A/C code	Reserve Details	Opening Balance 01/04/2024	Income/ Transfers from other Reserves	Transfers to other Reserves	Used to Fund Expenditure	Closing Balance	Notes	Committee
321	Building Maintenance	£40,000.00	£26,000.00			£66,000.00	Contingency to meet unexpected liability on all buildings <u>24/25</u> Store Hut Roof Works - £25K. Use of this EMR was not required - spent from Projects a/c code and Projects EMR Year End - £26,000 transferred from account code underspends across all cost centres. £12,000 of this is allocated specifically for ceiling works at Martello Tower as agreed with the 25/26 budget setting.	Shared
326	Grounds Maintenance	£25,000.00			£6,050.00	£18,950.00	Contingency to meet unexpected liability on all grounds and open spaces <u>24/25</u> <u>Grass Cutting</u> £10,000 (if required). Not needed in 24/25 <u>Flint Wall to Crouch Community Gardens</u> £6,050 (spent) <u>Cycle Racks</u> £500	Shared
340	Vehicles & Equipment	£25,000.00				£25,000.00	Contingency to meet unexpected liability for vehicles & equipment. Reserve built up to fund replacements	Shared
* 349	Golf Machinery - Capital	£0.00	£23,900.00		£16,000.00	£7,900.00	(Restricted to Capital Purchases) <u>24/25</u> Sale of machinery totalling £23,900 Purchase of machinery totalling £16,000	Golf

A/C code	Reserve Details	Opening Balance 01/04/2024	Income/ Transfers from other Reserves	Transfers to other Reserves	Used to Fund Expenditure	Closing Balance	Notes	Committee
370	Training	£3,000.00				£3,000.00	Surplus budget for future liability	Shared
372	Utilities	£5,000.00				£5,000.00	For future liabilities due to uncertain electricity and gas costs	Shared
373	The View Transfer	£6,249.82			£500.00	£5,749.82	Towards unforeseen liabilities that may arise from the first couple of years of the lease <u>24/25</u> Carpet Cleaning - part of the lease transfer - £500	The View
374	17th Green Relocation	£0.00	£20,000.00		£0.00	£20,000.00	<u>24/25</u> As agreed by Council, £20K underspend from 24/25 professional fees budgeted for these works have been transferred to the EMR to utilise in 25/26.	Golf
	TOTAL EMR	£104,249.82	£69,900.00	£0.00	£22,550.00	£151,599.82		



Seaford Town Council

Report No:	15/25
Agenda Item No:	8
Committee:	Golf, Open Spaces & Climate Action
Date:	5 June 2025
Title:	2024 – 2025 Year End Financial Report for Community Services
By:	Lucy Clark, Responsible Finance Officer
Purpose of Report:	To present the 2024 - 2025 year-end financial position of the former Community Services Committee based on the previous committee structure

Actions

The Committee is advised:

1. To consider and ask any questions on the year end financial position of the previous Community Services Committee budget.
2. To move to a vote on the motion below.

Recommendations

The Committee is recommended:

1. To note the contents of the report

1. Information

- 1.1** Following the restructuring of the Town Council's committees, this year-end report is based on the previous committee structure. As the work of the former Community Services Committee straddles both the new Assets & Facilities Committee and the new Golf, Open Spaces & Climate Action Committee this report will be presented to both Committees.

- 1.2 Attached as Appendix A is final income and expenditure figures for the previous Community Services Committee for the 2024 - 2025 financial year.
- 1.3 All income and expenditure up to 31 March 2025 is included with year-end adjustments to include all anticipated expenditure (not yet paid) and anticipated income (not yet received) relating to the financial year ending 31 March 2025.
- 1.4 Attached as Appendix B is the variance report explaining any significant variations compared to budget.

Income:

- 1.5 Overall income was budgeted to be £254,319 with the actual reaching £314,317, an increase of £59,998. This is primarily due to the annual Community Infrastructure Levy (CIL) receipts and a one-off grant for the Changing Places facility.
- 1.6 £70,049 of this income was unbudgeted and while it is shown in the Income and Expenditure report, the funds were fully transferred to the relevant Ear Marked Reserves (EMR). As such, it has no impact on the net revenue position reported against budget. When adjusted for this transfer, the actual income received falls short of the original budget by £10,051.
- 1.7 This shortfall is due to various factors, but it is largely explained by the decision not to install the concession beach huts after the budgets had been set which envisioned income being derived from them.

Expenditure

- 1.8 Overall expenditure was budgeted at £528,026 with an actual spend of £672,102. Whilst this appears to be overbudget, it is important to highlight that this variance is primarily due to the refurbishment of the Martello Toilets. In 2024 - 2025, £261,862 of costs were incurred and coded to an account code with a nil budget, as it was previously agreed that the expenditure would be funded from the CIL EMR and therefore treated outside of the usual Income and Expenditure position.
- 1.9 Of the Martello Toilets 2024 - 2025 expenditure, £252,387 was funded from EMR, with the remaining £9,475 met from General Reserves. This additional spend was due to the new roof and drainage works. The existing

roof was deemed inadequate and could have resulted in significant damage to the refurbished building.

- 1.10 Consequently, while these works are reflected within the reported expenditure, with the exception of the additional £9,475, they do not represent an overspend against the original budget set for the Committee.
- 1.11 Other expenditure included within the Income and Expenditure report but not representing an overspend (as it was funded from EMRs) include:
 - (a) Repair works to the flint wall within the Crouch - £6,050
 - (b) Water refill station maintenance - £845
 - (c) New roof to the Greenkeepers hut (part funded from EMR) - £9,744

Net Income over Expenditure

- 1.12 The approved budget for 2024-2025 included a net expenditure requirement of £273,707. The actual outturn for the year was £357,786. This appears to represent an overspend of £84,079 against the original budget.
- 1.13 However, after adjusting for the use of EMRs, the committee's adjusted net position is £158,809. This results in an effective underspend of £114,898 compared to the original budgeted requirement.
- 1.14 Underspends across the budget largely relate to areas where works were delayed, deferred, or delivered below estimated costs. The majority of these relate to Building Maintenance, Playground Works, Memorial Benches, Professional Fees, Litter Picking, Dog Bin Emptying, Cleaning & Hygiene (Public Toilets) and CCTV.

2. Earmarked Reserves (EMRs)

- 2.1 A table showing the EMR movements during 2024 - 2025 relating to the Community Services Committee is attached in Appendix C.
- 2.2 Some EMRs, such as Building Maintenance and Grounds Maintenance, are shared across the whole of the Town Council's budgets and unless otherwise specified, are not allocated exclusively for any one Committee.
- 2.3 As agreed during the budget setting process, £12,000 of the Building Maintenance EMR has been specifically allocated for ceiling works at the Martello Tower.
- 2.4 With regard to the Bönningstedt Wall repair works, £50,000 was approved to be used from General Reserves during 2024 - 2025. As the works were

unable to commence before the year end, this amount was transferred to an EMR for use in 2025 - 2026.

3. Financial Appraisal

- 3.1** This report presents the final outcome and expenditure figures for the 2024 - 2025 financial year.

4. Contact Officer

- 4.1** The Contact Officer for this report is Lucy Clark, Responsible Finance Officer.

28/04/2025

Seaford Town Council 2024/2025 2024-2025

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Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

Community Services

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
105 Salts Recreation Ground							
1025 Income Sponsorship	230	230	0			100.0%	230
1050 Income Rent	2,339	2,180	(159)			107.3%	
1051 Income Insurance Recharge	1,933	1,854	(79)			104.2%	
1057 Income Electricity Recharge	6,211	8,610	2,399			72.1%	
1058 Income Water Recharge	4,426	4,988	562			88.7%	
1066 Income Concession	25,000	24,000	(1,000)			104.2%	
1073 Sports Pitch Hire & Green Fees	5,696	5,000	(696)			113.9%	
1095 Income Tennis Annual Pass	3,685	3,025	(660)			121.8%	
1096 Income Tennis Pay & Play	3,589	3,500	(89)			102.5%	
Salts Recreation Ground :- Income	53,109	53,387	278			99.5%	230
4018 Water Refill Maint	279	0	(279)		(279)	0.0%	279
4052 Water & Sewerage	11,095	12,600	1,505		1,505	88.1%	
4053 Tennis Electric	394	404	10		10	97.5%	
4054 Salts Cafe Electric	6,210	8,434	2,224		2,224	73.6%	
4055 Electricity	642	674	32		32	95.3%	
4095 Tennis Court Expenditure	1,487	7,282	5,795		5,795	20.4%	
4096 LTA Loan	3,750	1,875	(1,875)		(1,875)	200.0%	
4100 Telecommunications	366	355	(11)		(11)	103.0%	
4115 Insurance	3,773	3,735	(38)		(38)	101.0%	
4155 Professional Fees	0	1,000	1,000		1,000	0.0%	
4201 Cleaning & Hygiene	10,601	16,725	6,124		6,124	63.4%	
4250 Memorial Bench	0	500	500		500	0.0%	
4251 Dog Bin Emptying	1,339	2,611	1,272		1,272	51.3%	
4252 Additional Litter Pick	0	1,000	1,000		1,000	0.0%	
4260 Grounds Maintenance Contract	70,958	74,500	3,542		3,542	95.2%	
4261 General Maintenance	4,643	6,100	1,457		1,457	76.1%	
4275 Building Maintenance	4,052	5,000	948		948	81.0%	
4276 CCTV	899	850	(49)		(49)	105.8%	
4283 Playground	1,080	20,000	18,920		18,920	5.4%	
Salts Recreation Ground :- Indirect Expenditure	121,567	163,645	42,078	0	42,078	74.3%	279
Net Income over Expenditure	(68,459)	(110,258)	(41,799)				
6000 plus Transfer from EMR	279	0	(279)				
6001 less Transfer to EMR	230	0	(230)				
Movement to/(from) Gen Reserve	(68,410)	(110,258)	(41,848)				

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Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
106 Crouch Recreation Ground							
1050 Income Rent	2,550	2,550	0			100.0%	
1051 Income Insurance Recharge	724	668	(56)			108.4%	
1058 Income Water Recharge	1,143	600	(543)			190.6%	
1073 Sports Pitch Hire & Green Fees	12,507	10,500	(2,007)			119.1%	
Crouch Recreation Ground :- Income	16,925	14,318	(2,607)			118.2%	0
4052 Water & Sewerage	3,757	3,000	(757)		(757)	125.2%	
4115 Insurance	1,015	931	(84)		(84)	109.0%	
4155 Professional Fees	0	1,000	1,000		1,000	0.0%	
4250 Memorial Bench	0	500	500		500	0.0%	
4251 Dog Bin Emptying	1,105	1,778	673		673	62.1%	
4260 Grounds Maintenance Contract	28,103	28,400	297		297	99.0%	
4261 General Maintenance	6,984	5,000	(1,984)		(1,984)	139.7%	6,050
4275 Building Maintenance	0	4,000	4,000		4,000	0.0%	
4283 Playground	150	5,000	4,850		4,850	3.0%	
Crouch Recreation Ground :- Indirect Expenditure	41,115	49,609	8,494	0	8,494	82.9%	6,050
Net Income over Expenditure	(24,190)	(35,291)	(11,101)				
6000 plus Transfer from EMR	6,050	0	(6,050)				
Movement to/(from) Gen Reserve	(18,140)	(35,291)	(17,151)				
107 Martello Fields							
1050 Income Rent	5,243	5,000	(243)			104.9%	
Martello Fields :- Income	5,243	5,000	(243)			104.9%	0
4018 Water Refill Maint	258	0	(258)		(258)	0.0%	258
4115 Insurance	6	0	(6)		(6)	0.0%	
4251 Dog Bin Emptying	884	1,425	541		541	62.0%	
4260 Grounds Maintenance Contract	15,340	14,317	(1,023)		(1,023)	107.1%	
4261 General Maintenance	348	2,000	1,652		1,652	17.4%	
Martello Fields :- Indirect Expenditure	16,836	17,742	906	0	906	94.9%	258
Net Income over Expenditure	(11,592)	(12,742)	(1,150)				
6000 plus Transfer from EMR	258	0	(258)				
Movement to/(from) Gen Reserve	(11,335)	(12,742)	(1,407)				
108 Other Open Spaces							
1050 Income Rent	90	90	0			100.0%	
1092 Income Grnds Maint Non Contrat	8,454	0	(8,454)			0.0%	
Other Open Spaces :- Income	8,544	90	(8,454)			9493.3%	0

Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4018 Water Refill Maint	73	0	(73)		(73)	0.0%	73
4052 Water & Sewerage	326	200	(126)		(126)	162.9%	
4115 Insurance	51	50	(1)		(1)	102.0%	
4154 Land Registry Fees	0	60	60		60	0.0%	
4155 Professional Fees	0	1,000	1,000		1,000	0.0%	
4250 Memorial Bench	0	500	500		500	0.0%	
4251 Dog Bin Emptying	1,716	2,844	1,128		1,128	60.3%	
4260 Grounds Maintenance Contract	44,590	45,248	658		658	98.5%	
4261 General Maintenance	10,658	7,200	(3,458)		(3,458)	148.0%	
4275 Building Maintenance	0	1,000	1,000		1,000	0.0%	
Other Open Spaces :- Indirect Expenditure	57,414	58,102	688	0	688	98.8%	73
Net Income over Expenditure	(48,870)	(58,012)	(9,142)				
6000 plus Transfer from EMR	73	0	(73)				
Movement to/(from) Gen Reserve	(48,797)	(58,012)	(9,215)				
<u>113 Crypt</u>							
1057 Income Electricity Recharge	1,366	0	(1,366)			0.0%	
1058 Income Water Recharge	250	0	(250)			0.0%	
1063 Income Gas Recharged	1,295	0	(1,295)			0.0%	
Crypt :- Income	2,910	0	(2,910)				0
4052 Water & Sewerage	250	0	(250)		(250)	0.0%	
4055 Electricity	1,366	0	(1,366)		(1,366)	0.0%	
4056 Gas	1,006	0	(1,006)		(1,006)	0.0%	
4115 Insurance	304	305	1		1	99.6%	
4275 Building Maintenance	201	3,000	2,799		2,799	6.7%	
4279 Fire & Security	137	75	(62)		(62)	182.0%	
Crypt :- Indirect Expenditure	3,263	3,380	117	0	117	96.5%	0
Net Income over Expenditure	(353)	(3,380)	(3,027)				
<u>114 South Street</u>							
4201 Cleaning & Hygiene	11,991	15,165	3,174		3,174	79.1%	
4275 Building Maintenance	236	2,000	1,764		1,764	11.8%	
South Street :- Indirect Expenditure	12,226	17,165	4,939	0	4,939	71.2%	0
Net Expenditure	(12,226)	(17,165)	(4,939)				

Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
115 Martello Tower							
4115 Insurance	3,419	3,420	1		1	100.0%	
4275 Building Maintenance	2,325	15,000	12,675		12,675	15.5%	
Martello Tower :- Indirect Expenditure	5,744	18,420	12,676	0	12,676	31.2%	0
Net Expenditure	(5,744)	(18,420)	(12,676)				
116 Seaford Head Estate							
1011 Income Filming	19,850	20,000	150			99.3%	
1021 Income South Hill Barn	347	1,000	653			34.7%	
1050 Income Rent	10,000	10,000	0			100.0%	
1053 Income Grants	2,707	3,250	543			83.3%	
1066 Income Concession	3,560	3,480	(80)			102.3%	
1200 Income Nature Reserve	692	0	(692)			0.0%	
Seaford Head Estate :- Income	37,155	37,730	575			98.5%	0
4115 Insurance	539	480	(59)		(59)	112.3%	
4155 Professional Fees	11,707	11,000	(707)		(707)	106.4%	
4156 Bank Charges	0	16	16		16	0.0%	
4250 Memorial Bench	0	500	500		500	0.0%	
4251 Dog Bin Emptying	988	1,425	437		437	69.3%	
4260 Grounds Maintenance Contract	1,249	1,344	95		95	92.9%	
4261 General Maintenance	1,233	3,000	1,767		1,767	41.1%	
4275 Building Maintenance	750	4,000	3,250		3,250	18.8%	
4279 Fire & Security	322	0	(322)		(322)	0.0%	
4500 Nature Reserve Expenses	21,981	21,450	(531)		(531)	102.5%	
4501 Filming Expenses	3,950	4,000	50		50	98.8%	
Seaford Head Estate :- Indirect Expenditure	42,719	47,215	4,496	0	4,496	90.5%	0
Net Income over Expenditure	(5,564)	(9,485)	(3,921)				
117 Seafront							
1011 Income Filming	2,500	200	(2,300)			1250.0%	
1025 Income Sponsorship	460	460	0			100.0%	460
1057 Income Electricity Recharge	3,682	12,600	8,918			29.2%	
1058 Income Water Recharge	204	150	(54)			136.0%	
1066 Income Concession	54,645	64,540	9,895			84.7%	
1084 Income Promenade	453	0	(453)			0.0%	
Seafront :- Income	61,943	77,950	16,007			79.5%	460
4018 Water Refill Maint	235	0	(235)		(235)	0.0%	235
4022 Telescope Expenditure	45	200	155		155	22.5%	

Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4052 Water & Sewerage	204	150	(54)		(54)	136.0%	
4055 Electricity	5,275	12,600	7,325		7,325	41.9%	
4115 Insurance	1,248	975	(273)		(273)	128.0%	
4201 Cleaning & Hygiene	11,848	18,200	6,352		6,352	65.1%	
4250 Memorial Bench	0	500	500		500	0.0%	
4253 Shelters	2,539	2,400	(139)		(139)	105.8%	
4261 General Maintenance	1,828	10,000	8,172		8,172	18.3%	
4270 Vehicles & Equipment Maint	0	150	150		150	0.0%	
4275 Building Maintenance	701	1,000	299		299	70.1%	
4501 Filming Expenses	500	40	(460)		(460)	1250.0%	
Seafront :- Indirect Expenditure	24,422	46,215	21,793	0	21,793	52.8%	235
Net Income over Expenditure	37,521	31,735	(5,786)				
6000 plus Transfer from EMR	235	0	(235)				
6001 less Transfer to EMR	460	0	(460)				
Movement to/(from) Gen Reserve	37,296	31,735	(5,561)				
<u>118 Beach Huts</u>							
1054 Income Other	1,383	0	(1,383)			0.0%	
1057 Income Electricity Recharge	150	50	(100)			300.0%	
1060 Beach Huts Site Licence	28,411	28,411	0			100.0%	
1061 Beach Hut Annual Rent	12,837	12,837	0			100.0%	
1066 Income Concession	0	4,900	4,900			0.0%	
1094 Income Seasonal Beach Huts	10,720	14,550	3,830			73.7%	
Beach Huts :- Income	53,501	60,748	7,247			88.1%	0
4051 Rates	4,899	4,677	(222)		(222)	104.7%	
4052 Water & Sewerage	571	100	(471)		(471)	571.1%	
4055 Electricity	928	300	(628)		(628)	309.3%	
4115 Insurance	588	600	12		12	98.0%	
4258 Seasonal Beach Hut Revenue Exp	10,025	15,225	5,200		5,200	65.8%	
4275 Building Maintenance	2,204	5,000	2,796		2,796	44.1%	
4502 Toilet Hire	1,248	0	(1,248)		(1,248)	0.0%	
Beach Huts :- Indirect Expenditure	20,463	25,902	5,439	0	5,439	79.0%	0
Net Income over Expenditure	33,038	34,846	1,808				
<u>119 Old Town Hall</u>							
1050 Income Rent	0	1,600	1,600			0.0%	
1051 Income Insurance Recharge	0	193	193			0.0%	
1066 Income Concession	1,998	0	(1,998)			0.0%	
Old Town Hall :- Income	1,998	1,793	(205)			111.4%	0

Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4055 Electricity	49	0	(49)		(49)	0.0%	
4115 Insurance	198	193	(5)		(5)	102.6%	
4275 Building Maintenance	1,292	1,300	8		8	99.4%	
Old Town Hall :- Indirect Expenditure	1,539	1,493	(46)	0	(46)	103.1%	0
Net Income over Expenditure	459	300	(159)				
<u>121 Seaford in Bloom</u>							
1025 Income Sponsorship	500	500	0			100.0%	
Seaford in Bloom :- Income	500	500	0			100.0%	0
4402 Seaford in Bloom	6,081	6,000	(81)		(81)	101.3%	
Seaford in Bloom :- Indirect Expenditure	6,081	6,000	(81)	0	(81)	101.3%	0
Net Income over Expenditure	(5,581)	(5,500)	81				
<u>125 Allotments</u>							
1050 Income Rent	1,311	1,338	27			98.0%	
Allotments :- Income	1,311	1,338	27			98.0%	0
4261 General Maintenance	0	500	500		500	0.0%	
Allotments :- Indirect Expenditure	0	500	500	0	500	0.0%	0
Net Income over Expenditure	1,311	838	(473)				
<u>130 Other Recreation</u>							
4410 Swimming Pool	3,782	10,000	6,218		6,218	37.8%	
Other Recreation :- Indirect Expenditure	3,782	10,000	6,218	0	6,218	37.8%	0
Net Expenditure	(3,782)	(10,000)	(6,218)				
<u>134 CCTV</u>							
1053 Income Grants	1,361	0	(1,361)			0.0%	
CCTV :- Income	1,361	0	(1,361)				0
4055 Electricity	4,469	3,465	(1,004)		(1,004)	129.0%	
4115 Insurance	158	428	270		270	37.0%	
4276 CCTV	2,723	9,000	6,277		6,277	30.3%	
CCTV :- Indirect Expenditure	7,350	12,893	5,543	0	5,543	57.0%	0
Net Income over Expenditure	(5,988)	(12,893)	(6,905)				

Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
135 Community Service Events							
1025 Income Sponsorship	0	1,000	1,000			0.0%	
1083 Income Street Market	457	465	8			98.3%	
Community Service Events :- Income	457	1,465	1,008			31.2%	0
4080 D-Day 80	2,691	10,000	7,309		7,309	26.9%	
4115 Insurance	64	65	1		1	98.8%	
4195 Events Expenditure	1,765	1,180	(585)		(585)	149.6%	
4273 Christmas Lights	8,629	10,000	1,372		1,372	86.3%	
4281 Christmas Event Expenses	8,338	6,000	(2,338)		(2,338)	139.0%	
Community Service Events :- Indirect Expenditure	21,487	27,245	5,758	0	5,758	78.9%	0
Net Income over Expenditure	(21,030)	(25,780)	(4,750)				
225 Projects Pool							
1014 CIL & S106 Receipts	29,359	0	(29,359)			0.0%	29,359
1053 Income Grants	40,000	0	(40,000)			0.0%	40,000
Projects Pool :- Income	69,359	0	(69,359)				69,359
4095 Tennis Court Expenditure	(3,810)	0	3,810		3,810	0.0%	
4155 Professional Fees	0	5,000	5,000		5,000	0.0%	
4259 Bönningstedt Wall	1,440	0	(1,440)		(1,440)	0.0%	
4274 Projects Expenditure	26,244	16,500	(9,744)		(9,744)	159.1%	9,744
4421 Martello Toilets Capital Costs	261,862	0	(261,862)		(261,862)	0.0%	252,387
Projects Pool :- Indirect Expenditure	285,736	21,500	(264,236)	0	(264,236)	1329.0%	262,132
Net Income over Expenditure	(216,377)	(21,500)	194,877				
6000 plus Transfer from EMR	262,132	0	(262,132)				
6001 less Transfer to EMR	69,359	0	(69,359)				
Movement to/(from) Gen Reserve	(23,604)	(21,500)	2,104				
301 Planning & Highways							
4263 Bus Shelter Maintenance/Clean	360	1,000	640		640	36.0%	
Planning & Highways :- Indirect Expenditure	360	1,000	640	0	640	36.0%	0
Net Expenditure	(360)	(1,000)	(640)				
Community Services :- Income	314,317	254,319	(59,998)			123.6%	
Expenditure	672,102	528,026	(144,076)	0	(144,076)	127.3%	
Net Income over Expenditure	(357,786)	(273,707)	84,079				
plus Transfer from EMR	269,026	0	(269,026)				
less Transfer to EMR	70,049	0	(70,049)				
Movement to/(from) Gen Reserve	(158,809)	(273,707)	(114,898)				

Detailed Income & Expenditure by Budget Heading 31/03/2025

Month No: 12

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
Grand Totals:- Income	314,317	254,319	(59,998)			123.6%	
Expenditure	672,102	528,026	(144,076)	0	(144,076)	127.3%	
Net Income over Expenditure	(357,786)	(273,707)	84,079				
plus Transfer from EMR	269,026	0	(269,026)				
less Transfer to EMR	70,049	0	(70,049)				
Movement to/(from) Gen Reserve	(158,809)	(273,707)	(114,898)				

Community Services Committee 2024 - 25

1000 Codes = Income

4000 Codes = Expenditure

Financial Variance Report for Community Services Meetings					
		12th September 2024	5th December 2024	6th March 2024	Year End
105	Salts Recreation Ground				
1050	Income Rent		Total To Date Income Split: Cycle Seahaven - £46 Seaford & St Leonards Scouts - £651.72 Seaford Cricket Club - £450 Seaford Rugby Club - £1,000 Shredition - £41.25 Total - £2,188.97	Total To Date Income Split: Cycle Seahaven - £46 Seaford & St Leonards Scouts - £651.72 Seaford Cricket Club - £600 Seaford Rugby Club - £1,000 Shredition - £41.25 Total - £2,338.97	Total To Date Income Split: Cycle Seahaven - £46 Seaford & St Leonards Scouts - £651.72 Seaford Cricket Club - £600 Seaford Rugby Club - £1,000 Shredition - £41.25 Total - £2,338.97
1057	Electricity Recharge				The electricity recharge income was 72.1% of the budget at year end, which aligns with actual expenditure being 73.6% of budget. The lower percentage reflects reduced usage rather than under-recovery.

Financial Variance Report for Community Services Meetings

		12th September 2024	5th December 2024	6th March 2024	Year End
1058	Income Water Recharge	Recharging will be looked at in August	The recharges have been invoiced, however, due to a water leak at one of the meters and a higher than usual recharge to the Rugby Club, officers are looking whether this needs reducing.	Officers are continuing to monitor this situation. An agreed recharge rate with the Rugby Club will be applied until the leak has been fully rectified.	The water recharge income is at 88% of budget, in line with expenditure. However, this still represents an under-recovery, as the recharge budget was set lower than total expenditure, reflecting the fact that the Council covers approximately 60% of water costs. The shortfall is primarily due to a leak at one of the licensed premises, where a reduced rate has been agreed until the issue is resolved. The leak is under investigation and expected to be rectified shortly.
1066	Income Concession	Fully invoiced for this year with payments being received in quarterly instalments	<u>Total to Date Income Split:</u> Salts Café - £25,000 Total - £25,000	As previously reported	<u>Total to Date Income Split:</u> Salts Café - £25,000 Total - £25,000
1073	Sports Pitch Hire & Green Fees			<u>Total to Date Income Split:</u> Cricket - £2,345.60 Rugby - £1,283.20 Premier - £192.00 Sussex Community Stoolball Association (SCSA) - £1,165.20 Total - £4,986.00	<u>Total to Date Income Split:</u> Cricket - £2,345.60 Rugby - £1,408 Premier - £224.00 Sussex Community Stoolball Association (SCSA) - £1,285.20 Total - £5,262.80
4018	Water Refill Maintenance	The expenditure is covered by the Ear Marked Reserve which is topped up with income generated from the sponsorship of the water refill station. This is the same for all Water Refill Maintenance accounts within this Committee.	As previously reported	As previously reported	As previously reported

Financial Variance Report for Community Services Meetings					
		12th September 2024	5th December 2024	6th March 2024	Year End
4250	Memorial Bench				As the memorials had been put on hold during 2024/25, there was no expenditure associated with this account code as any repair works would come under 4261. This relates to all cost centres within this committee.
4095	Tennis Court Expenditure				Whilst this account is showing a low % of budget, £5,400 has been transferred to the EMR as part of the sinking fund stipulated within the Lawn Tennis Association (LTA) loan agreement for the courts. As this is a transfer rather than an actual expense, it doesn't appear in the income & expenditure report. But to confirm, £5,400 of this budget has been moved to the EMR accordingly.
4096	LTA Loan	The budgeted amount of £1,825 was insufficient, as it should have been £3,650. Only one instalment was budgeted for when it should have been for two. Therefore, the account will show as overbudget by £1,825 by the year end	As previously reported	As previously reported	As previously reported
4155	Professional Fees			There was no requirement for this expenditure under this cost centre however the underspend will go towards additional professional fee costs within the 201 cost centre.	There was no requirement for this expenditure under this cost centre however the underspend will go towards additional professional fee costs within the 201 cost centre.

Financial Variance Report for Community Services Meetings					
		12th September 2024	5th December 2024	6th March 2024	Year End
4201	Cleaning & Hygiene			The original budget was based on estimated costs, as it was set before the new contract was in place, under which significant savings were achieved	The original budget was based on estimated costs, as it was set before the new contract was in place, under which significant savings were achieved
4250	Memorial Bench				As reported within the Salts cost centre
4251	Dog Bins				The switch to the new dual bins resulted in significant savings across all cost centres where the bins were introduced
4261	General Maintenance				The expenditure has been lower than anticipated during 2024 - 2025 but with areas still requiring attention, the surplus has been transferred to the general maintenance EMR.
4275	Building Maintenance				The expenditure has been lower than anticipated during 2024 - 2025 but with areas still requiring attention, the surplus has been transferred to the building maintenance EMR.
4283	Playground				The budget of £20,000 for replacement equipment has not been able to be utilised during 2024 - 2025. Therefore, £15,000 of the surplus has been transferred to the playground EMR for use in 2025 - 2026.
106	The Crouch				
1050	Income Rent		Bowling - £956.25 Football - £956.25 Total - £1,912.50	<u>Total to Date Income Split:</u> Bowling - £1,275 Football - £1,275 Total - £2,550	<u>Total to Date Income Split:</u> Bowling - £1,275 Football - £1,275 Total - £2,550

Financial Variance Report for Community Services Meetings

		12th September 2024	5th December 2024	6th March 2024	Year End
1058	Income Water Recharge	The actual to date figure is showing a negative income which is the result of an accrual for the 23/24 year end. The recharges expected in August should correct this and bring the balance up	Now recharged.		The water recharge income currently stands at 190.6% of the annual budget. While the recharge budget was intentionally set lower than total expenditure—reflecting the Council's contribution of approximately 60% towards overall water costs—usage at the rechargeable sites has been significantly higher than anticipated, resulting in a higher proportion of recoverable income
1073	Sports Pitch Hire & Green Fees	This account largely relates to the annual bowls fees which will be received by the end of August	Total to Date Income Split: Football Training & Games - £927.20 Mini Soccer - £140.80 Bowling Green Fees - £10,271.25 Total - £11,339.25	Total to Date Income Split: Football Training & Games (main pitch) - £1,413.60 Mini Soccer (mini pitch) - £268.80 Bowling Green Fees - £10,271.25 Total - £11,953.66	Total to Date Income Split: Football Training & Games (main pitch) - £1,565.60 Mini Soccer (mini pitch) - £307.20 Bowling Green Fees - £10,271.25 Total - £12,144.06
4155	Professional Fees				There was no requirement for this expenditure under this cost centre however the underspend will go towards additional professional fee costs within the 201 cost centre.
4250	Memorial Bench				As reported within the Salts cost centre

Financial Variance Report for Community Services Meetings

		12th September 2024	5th December 2024	6th March 2024	Year End
4261	General Maintenance	There is an overspend of £6,050 which relates to the Flint Wall. This amount has been covered using funds from the Grounds Maintenance/Open Spaces EMR326, which will result in no impact on the Income & Expenditure (I&E) at the year end	As previously reported	As previously reported - due to the spend from the EMR, the percentage spent compared to budget is 11.6%	The use of EMR reduced the year end % spend to 18.68%.
4275	Building Maintenance				The expenditure is lower than anticipated for 2024 - 2025. The surplus has been transferred to the building maintenance EMR for future use.
4283	Playground				The budget has not been utilised during 2024 - 2025. The surplus has been transferred to the playground EMR for future use.
107	Martello Fields				
4018	Water Refill Maintenance				As reported within the Salts cost centre
4251	Dog Bin Emptying				As reported within the Salts cost centre
4261	General Maintenance				This expenditure was not fully utilised as anticipated. The underspend will go towards additional general maintenance costs within other cost centres.

		Financial Variance Report for Community Services Meetings			
		12th September 2024	5th December 2024	6th March 2024	Year End
108	Other Open Spaces				
1092	Income Grnds Main Non Contract				This income relates to a contribution from East Sussex County Council for the grass cutting and a contribution from Seaford Community Partnership (SCP) towards costs at the Beach Garden. This income helps to offset additional costs within the 4261 account code below.
4018	Water Refill Maintenance				As reported within the Salts cost centre
4052	Water & Sewerage				Due to this being a newly identified cost at the time the budgets were set, the budget was based on an estimate without any historical data for reference. This has resulted in actual expenditure being higher than budgeted
4155	Professional Fees				There was no requirement for this expenditure under this cost centre however the underspend will go towards additional professional fee costs within the 201 cost centre.
4250	Memorial Bench				As reported within the Salts cost centre
4251	Dog Bin Emptying				As reported within the Salts cost centre
4261	Grounds Maintenance	This shows a higher expenditure % for this time of year due to necessary tree works in Normansal Park and High & Over areas.			The additional spend primarily relates to works at the Beach Garden (part of which has been covered from SCP) and the cutting back of gorse at High and Over which were not originally budgeted for.

Financial Variance Report for Community Services Meetings					
		12th September 2024	5th December 2024	6th March 2024	Year End
113	The Crypt				
1057	Income Electric Recharge	There are not budgets allocated for these utility income and expenditure because the costs are recharged resulting in a nil balance. However, a discrepancy has been identified where the gas income is higher than the associated expenditure due to a missed accrual at the end of the 23/24. Specifically, the gas income of £408 should have been accounted for in the 23/24 financial year, but it was not, resulting in the current mismatch.	As previously reported	As previously reported	As previously reported
1058	Income Water Recharge				
1063	Income Gas Recharge				
4052	Water & Sewerage				
4055	Electricity				
4056	Gas				
4275	Building Maintenance				The expenditure has been lower than anticipated during 2024 - 2025 but with areas still requiring attention, the surplus has been transferred to the building maintenance EMR.
4279	Fire & Security		This has exceeded budget due to the fire extinguishers being serviced. These costs were originally budgeted under the Building Maintenance account code. They have now been transferred to the designated account code for this type of expenditure, where a budget will be allocated for future years.	As previously reported	As previously reported

		Financial Variance Report for Community Services Meetings			
		12th September 2024	5th December 2024	6th March 2024	Year End
114	South Street Toilets				
4201	Cleaning & Hygiene				The original budget was based on estimated costs, as it was set before the new contract was in place, under which significant savings were achieved
4275	Building Maintenance				The expenditure has been lower than anticipated during 2024 - 2025 but with areas still requiring attention, the surplus has been transferred to the building maintenance EMR.
115	Martello Tower				
4275	Building Maintenance			There will be an underspend of £12K at the end of the year. As per the budget process, this underspend is intended to be moved to an EMR and added to next year's £18K budget, ensuring sufficient funds to carry out the urgent ceiling works.	As previously reported, £12K was transferred to the Building Maintenance EMR at the year end and to be utilised for ceiling works in the new year.
116	Seaford Head Estate				
1021	Income South Hill Barn				This budget being based on the previous year before it became known that those would be one off bookings. In the absence of water or electricity, the barn is not a suitable venue for many types of events, which has resulted in income being lower than budgeted.

Financial Variance Report for Community Services Meetings					
		12th September 2024	5th December 2024	6th March 2024	Year End
1053	Income Grants				The Higher Level Stewardship grant which was offered over 10 years, came to an end in October 2024 which reduced the budgeted annual income. Officers are currently exploring options for further grant offers.
1055	Memorial Bench				As reported within the Salts cost centre
1200	Income Nature Reserve				This income relates to the donations collected from the Barn car park donation box along with online donations.
4155	Professional Fees				The additional spend relates to the new Farmers Lease.
4156	Bank Charges				This relates to Stripe fees incurred from online donations. Although the budget was originally set in the 201 cost centre, the expenditure has been posted to the correct cost centre.
4250	Memorial Bench				As reported within the Salts cost centre
4251	Dog Bin Emptying				As reported within the Salts cost centre
4275	Building Maintenance				The expenditure has been lower than anticipated during 2024 - 2025 but with areas still requiring attention, the surplus has been transferred to the building maintenance EMR.

Financial Variance Report for Community Services Meetings					
		12th September 2024	5th December 2024	6th March 2024	Year End
4279	Fire & Security	These costs were originally budgeted under the Building Maintenance account code. They have now been transferred to the designated account code for this type of expenditure, where a budget will be allocated for future years.			As previously reported
4500	Nature Reserve Expenses				This account has exceeded its budget due to an underestimation of the inflation rate applied to the annual maintenance charges. Additional contributing factors include necessary flail cutting works.
117	Seafront				
1011	Income Filming				Filming income is uncertain so budgets are set prudently. 2024 - 2025 has seen increased interest for seafront filming which shows in the significantly increase income.

Financial Variance Report for Community Services Meetings

		12th September 2024	5th December 2024	6th March 2024	Year End
1066	Income Concession		<p><u>Total to Date Income Split:</u> Dane Road - £2,360 Marine Parade - £21,000 Splash Point - £6,500 Martello Kiosk - £12,340 Bonningstedt Sauna - £1,600 Bonningstedt Water Sports - £1,250 West View Kiosk - £8,100 Total - £53,150</p> <p>Marine Parade, Splash Point, Martello & West View Kiosks have been invoiced in full with total amounts outlined above. However, the payments are being made in instalments over the course of the year meaning not all this income has been fully received to date.</p>	<p><u>Total to Date Income Split:</u> Dane Road - £2,950.00 Marine Parade - £21,000 Splash Point - £6,500 Martello Kiosk - £12,340 Bonningstedt Sauna - £2,200 Bonningstedt Water Sports - £1,550 West View Kiosk - £8,100 Total - £54,640</p> <p>Marine Parade, Splash Point, Martello & West View Kiosks have been invoiced in full with total amounts outlined above. However, the payments are being made in instalments over the course of the year meaning not all this income has been fully received to date.</p>	<p><u>Total to Date Income Split:</u> Dane Road - £2,655 Marine Parade - £21,000 Splash Point - £6,500 Martello Kiosk - £12,340 Bonningstedt Sauna - £2,400 Bonningstedt Water Sports - £1,650 West View Kiosk - £8,100 Total - £54,645</p> <p>This income budget was set prior to the awarding of the concessions resulting in a difference of the estimated income.</p>
1084	Income Promenade				This income relates to charity runs and 'well being' businesses that used the prom during 2024 - 2025
4018	Water Refill Maintenance				As reported within the Salts cost centre
4052	Water & Sewerage				This account is over budget as the original allocation was insufficient due to the difficulty in estimating water usage. However, the cost has been recharged, this results in a nil effect.
4055	Electricity				This underspend is largely due to the relocation of the Martello Concession where the unit has a lower electrical load. Additionally, the previous concession site is now a Changing Places facility resulting in reduced usage overall.

Financial Variance Report for Community Services Meetings					
		12th September 2024	5th December 2024	6th March 2024	Year End
4250	Memorial Bench				As reported within the Salts cost centre
4501	Filming Expenses				The costs appear overbudget because they are set at 20% of the income, which itself exceeds the budget. However, the net income remains in credit
118	Beach Huts				
1054	Income Other		This income relates to an admin fee from the selling of beach huts.	As previously reported	As previously reported
1057	Income Electricity	This income relates to the electricity cards purchased by the Bonningstedt Beach Hut owners. The budget was set conservatively low since its uncertain how many cards will actually be purchased throughout the year.	As previously reported	As previously reported	As previously reported
1066	Income Concession		The budget for four temporary concession huts on the seafront was set prior to the tender process. However, due to an insufficient number of responses during the tender, the decision was made not to erect these huts for 24/25 resulting in no income being generated from them.	As previously reported	As previously reported
1094	Income Seasonal Beach Huts			The year-end income will be £10,720, falling short of the budgeted figure of £14,550. Factors such as poor weather conditions and the rising cost of living may have contributed to lower sales.	As previously reported

Financial Variance Report for Community Services Meetings

		12th September 2024	5th December 2024	6th March 2024	Year End
4052	Water & Sewerage	This account is showing as overbudget due to the challenges in setting accurate annual budgets largely due to Castle Water invoicing in advance on estimated readings.	As previously reported	As previously reported, Castle Water does not have a consistent invoicing method. However, an increase in usage has also been identified.	As previously reported
4055	Electricity				The account is showing as exceeding budget due to the utility company back dating charges to 2023 that were not included in the previous year.
4258	Seasonal Beach Hut Expenditure		This expenditure will be lower than budgeted, as the installation and dismantling of the concession huts was not required.	As previously reported	As previously reported
4502	Toilet Hire	These costs were originally budgeted under the Seasonal Beach Hut Revenue Expenditure account code. They have now been transferred to the designated account code for this type of expenditure, where a budget will be allocated for future years.	As previously reported	As previously reported	As previously reported
119	Old Town Hall				
1050	Income Rent				When the budget was set, it was not known that this would change to a concession offering. Therefore this budget should be allocated against the concession code.
1051	Income Insurance				In line with all other concessions, this is not a rechargeable expense.

Financial Variance Report for Community Services Meetings

		12th September 2024	5th December 2024	6th March 2024	Year End
1066	Income Concession	This income was initially budgeted under the Income Rent account code. However, since the site is now classified as a 'Concession', the income is being recorded under the correct code.	As previously reported	As previously reported	As reported within 1050 above.
4055	Electricity				This expense relates to the short period during the end of the lease and start of the new concession where STC were responsible for the electric.
130	Other Recreation				
4410	Swimming Pool			Whilst this shows no expenditure, two purchase orders have been raised totalling £2,033 with further works requested at a cost of £1,885. Therefore, there will be a spend by the year end.	
134	CCTV				
1053	Income Grants		Funding was awarded to STC as a contribution towards the ongoing maintenance and SIM costs of the public facing CCTV system	As previously reported.	As previously reported.
4676	CCTV		While we have yet to receive the invoice for the annual maintenance, it is anticipated that, following the installation of the new CCTV system, these costs will be minimal compared to the budget. As a result, we expect to see a significant saving by year-end.		As previously reported, the annual invoices for the CCTV have significantly reduced and as the budget was set before these reductions were known, a significant saving has been made.

		Financial Variance Report for Community Services Meetings			
		12th September 2024	5th December 2024	6th March 2024	Year End
135	Community Services Events				
1025	Income Sponsorship				Following the decision not to renew the temporary Sponsorship Role, the income budget was not achievable.
4195	Events Expenditure			This account is showing over budget due to the additional urinals installed for Bonfire Night which also helped to protect the new Martello toilets. The overspend is being met by the underspend for the DDay account.	As previously reported
4273	Christmas Lights			The account is underspent and which will offset the additional Christmas Magic spend.	As previously reported
4281	Christmas Event Expenditure			This account is showing over budget due to the lantern workshop costs having increased significantly from 23/24 and that no income had been generated. However, the reduction in the Christmas Lighting costs will offset the overspend.	As previously reported
225	Projects Pool				
1014	CIL & S106 Receipts	This income relates to the 25% of CIL passed on by Lewes District Council, which was received in April. A further amount will be received in October dependent on the developments that have taken place in the area. All CIL receipts are transferred into the CIL EMR	As previously reported	As previously reported The CIL has now increased to £29,359 which will be the closing figure for this financial year.	As previously reported

Financial Variance Report for Community Services Meetings					
		12th September 2024	5th December 2024	6th March 2024	Year End
1053	Income Grants	This income is a grant from LDC specifically towards the costs of the Changing Places	As previously reported	As previously reported	As previously reported
4095	Tennis Court Expenditure	This is showing as a negative spend due to an accrual for these costs being made at the year end. Once the invoices for these costs are received, then the actual spend will return to zero (therefore all costs for the tennis courts will show in 2022 - 2023)	As previously reported	As previously reported	Whilst this is still showing a negative due to an accrual, officers have confirmed that this cost is no longer expected and so has not been carried forward to the new year and remains a credit within 2024 - 2025.
4259	Bonningstedt Wall	This expense relates to the storage of the timber and steel work of the Bonningstedt Wall.			As previously reported.
4274	Projects Pool			The old greenkeepers shed roof has now been replaced with part of the expenditure being met from the EMR.	As previously reported
4421	Martello Toilets	Whilst there is no budget showing in the account code for the 24/25 financial year, this remaining expenditure for the rebuild has been covered using funds from the CIL EMR361 as previously approved and which will result in no impact on the I&E at year end.	As previously reported	As previously reported	In addition to that previously reported, there was an additional spend of £9,475 (new roof) which has come from general reserves.

Seaford Town CouncilEarmarked Reserves 2024-2025

A/C code	Reserve Details	Opening Balance 01/04/2024	Income/ Transfers from other Reserves	Transfers to other Reserves	Used to Fund expenditure	Closing Balance	Detail	Committee
321	Building Maintenance	£40,000.00	£26,000.00			£66,000.00	Contingency to meet unexpected liability on all buildings 2024 - 2025 Store Hut Roof Works - £25,000. Use of this EMR was not required - spent from Projects account code and Projects EMR Year End - £26,000 transferred from account code underspends across all cost centres. £12,000 of this is allocated specifically for ceiling works at Martello Tower as agreed with the 2025 - 2026 budget setting.	Shared
326	Grounds Maintenance	£25,000.00			£6,050.00	£18,950.00	Contingency to meet unexpected liability on all grounds and open spaces 2024 - 2025 <u>Grass Cutting</u> £10,000 (if required). Not needed in 2024 - 2025 <u>Flint Wall to Crouch Community Gardens</u> £6,050 (spent) <u>Cycle Racks</u> £500	Shared
334	Seaford Head/ South Hill Barn	£51,476.95				£51,476.95	South Hill Barn Works / Hope Gap Steps	CS
340	Vehicles & Equipment	£25,000.00				£25,000.00	Contingency to meet unexpected liability for vehicles & equipment. Reserve built up to fund replacements	Shared
342	Trees for Seaford *	£5,981.49				£5,981.49	Income received from Grants and Resident Donations. Restricted to spend only on Trees	CS

A/C code	Reserve Details	Opening Balance 01/04/2024	Income/ Transfers from other Reserves	Transfers to other Reserves	Used to Fund expenditure	Closing Balance	Detail	Committee
344	Projects Reserve	£20,481.87	£10,000.00		£9,744.25	£20,737.62	<u>2024 - 2025</u> Finger Post signs - (postponed) Greenkeepers Roof - £9,744.25 balance of invoice that was outside of budget.	CS
345	Memorial Bench Maintenance	£3,681.00				£3,681.00	Contingency to meet maintenance needs of Memorial Benches	CS
353	Professional Fees	£20,561.93			£20,561.93	£0.00	Contingency to meet unknown liabilities <u>2024 - 2025</u> The overspend within the Admin cost centre	Shared
356	Playgrounds	£31,319.00	£20,000.00			£51,319.00	Maintenance of playground and equipment <u>2024 - 2025</u> Year End - £20,000 added following underspends in the budget.	CS
357	Seafront Maintenance	£10,000.00				£10,000.00	Seafront maintenance	CS
358	Community Projects	£1,469.75				£1,469.75	Beach Access Platform - to be used for maintenance & repairs.	CS
361	CIL Receipts *	£450,731.10	£69,358.83		£252,387.28	£267,702.65	Income received from Community Infrastructure Levies (CIL) received - Restricted use- to be discussed at Full Council <u>2024 - 2025</u> Martello Toilets - £252,387 (including grant) spent Income: £29,359 from Neighbourhood CIL £40,000 Changing Places Grant from Lewes District Council	Shared

A/C code	Reserve Details	Opening Balance 01/04/2024	Income/ Transfers from other Reserves	Transfers to other Reserves	Used to Fund expenditure	Closing Balance	Detail	Committee
362	Seafront Projects	£9,770.00				£9,770.00	Sum earmarked from profits made on sale of memorials at the Martello Entertainment area. <i>Note: following Council resolution, this EMR will be fully utilised in 2025 - 2026 for the Memorial Plaque refunds</i>	CS
367	Water Refill Stations	£3,795.95	£690.00		£844.00	£3,641.95	Sponsorship income earmarked to use for maintenance	CS
368	Tennis Courts	£20,330.84	£5,400.00			£25,730.84	Contingency of £5,400 to be budgeted annually in accordance with loan agreement	CS
369	VAT PE Calculation	£58,365.56				£58,365.56	Sum received after partial exemption calculations	Shared
370	Training	£3,000.00				£3,000.00	Surplus budget for future liability	Shared
372	Utilities	£5,000.00				£5,000.00	For future liabilities due to uncertain electricity and gas costs	Shared
375	Bonningstedt Wall	£0.00	£50,000.00		£0.00	£50,000.00	New EMR set up for replacement of the Bonningstedt Wall. As agreed by Council, £50,000 was to be used from General Reserves in 2024 - 2025. As this work was unable to start until 2025 - 2026, the amount has been transferred to an EMR and which will cover the overspend within the Bonningstedt Wall expenditure code.	CS
	TOTAL EMR	£785,965.44	£181,448.83	£0.00	£289,587.46	£677,826.81		



Seaford Town Council

Report No:	22/25
Agenda Item No:	9
Committee:	Golf, Open Spaces & Climate Action
Date:	5 June 2025
Title:	The Base – Granting of a New Lease
By:	Natalie Simpson, Assets & Contracts Manager
Purpose of Report:	To seek agreement to recommend to Full Council for the grant of a new Lease

Actions

The Committee is advised:

1. To consider the contents of the report recommending to Full Council to grant a lease to members of The Base Committee.
2. To move to a vote on the motions below.

Recommendations

The Committee is recommended:

1. To note the contents of this report.
2. To recommend to Full Council to approve the granting of a new lease to members of The Base Committee. Furthermore, to recommend that Full Council delegates power to the Town Clerk to agree any minor changes whilst the lease is prepared and signed, under the proviso that any major changes that represent material changes to the terms would be brought back to Full Council for consideration.

1. Introduction

- 1.1** The Base, situated within The Salts Recreation Ground, is a facility available for hire by local residents, community groups and organisations.
- 1.2** The Base is run by The Base Committee who are all volunteers and operate on a not-for-profit basis.
- 1.3** Fees collected from hiring the venue helps fund music workshops, use of the rehearsal studio, and tuition for the youth of Seaford and surrounding areas free of charge.

2. Current Position

- 2.1** The lease of The Base to The Base Committee dated 1 April 2015 came to an end on 31 March 2025. The now expired lease is attached as Appendix A for reference.
- 2.2** Due to time constraints, a new lease was not able to be drafted and approved by Full Council before the former lease came to an end. As a result, and following legal advice, an interim Tenancy at Will (TaW) has been entered into which can be terminated at any time by either party.
- 2.3** The former (expired) lease was erroneously drafted naming 'The Base Committee' as the Tenant. The Base Committee are unable to enter into a lease in their own name as they are not an incorporated entity and therefore have no legal identity. The draft lease, attached as Appendix B, has instead been drafted with members of The Base Committee named as the Tenant, which makes them personally liable for the lease obligations.
- 2.4** Officers are proposing the new lease should be granted to members of The Base Committee on broadly the same terms as they enjoyed during their former lease.

3. Legal Advice

- 3.1** Legal advice from the Town Council's solicitor recommended that a TaW be entered into for the interim period because granting an extension to the former lease would constitute a surrender and re-grant of the lease.
- 3.2** This would have meant The Base Committee members needing to sign new statutory declarations to exclude the lease from the security of tenure provisions preventing the lease becoming a protected tenancy.

- 3.3 Similarly, had the Town Council simply allowed The Base Committee to 'hold over' on the former lease beyond the term, the lease would have technically converted into a periodic tenancy which would have been protected by the security of tenure provisions.
- 3.4 The TaW was duly signed and executed by both the Town Council and members of The Base Committee on 10 April 2025 and will remain in place only until the new lease documentation can be completed.
- 3.5 The Town Council's Notice and Statutory Declaration, which will need to be declared by The Base Committee members before the new lease is completed to, agree that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy.

4. Disposal of Land

- 4.1 In 2003, a General Disposal Consent was issued which removed the requirement for local authorities in England to seek specific consent from the Secretary of State for disposal of land at an undervalue of less than £2million.
- 4.2 The Disposal Consent also applies to town and parish councils exercising the power of disposal in section 127 of the LGA Act 1972.
- 4.3 The General Disposal Consent permits disposal of land by a local authority at undervalue where:
 - a) *the local authority considers that the purpose for which the land is to be disposed is likely to contribute to the achievement of any one or more of the following objects in respect of the whole or any part of its area, or of all or any persons resident or present in its area;*
 - i) *the promotion or improvement of economic well-being;*
 - ii) *the promotion or improvement of social well-being;*
 - iii) *the promotion or improvement of environmental well-being*
- 4.4 Officers are of the view the proposed ongoing use of The Base fulfils these objectives and therefore permits the Town Council to grant a lease to The Base Committee at undervalue.
- 4.5 As with all Town Council land within The Salts, there is a restriction on the title deeds that no disposition can be made without written consent signed by the Chief Executive or Solicitor of Lewes District Council. Officers have

contacted Lewes District Council regarding this written consent and are awaiting a formal response. Should the granting of the lease be approved by Full Council, officers will not execute the lease until such times as the formal written consent is received from LDC.

5. Financial Appraisal

- 5.1** The lease legal costs will be approximately £1,600 plus VAT.
- 5.2** The Town Council has agreed with The Base Committee that both sides should be responsible for their own legal fees.
- 5.3** Costs relating to registration of the lease at the Land Registry are the responsibility of the Tenant.

6. Contact Officer

- 6.1** The Contact Officer for this report is Natalie Simpson, Assets & Contracts Manager.

DATED

1st June 2015.

LEASE

relating to

THE BASE, THE SALTS, SEAFORD

between

SEAFORD TOWN COUNCIL

and

THE BASE COMMITTEE

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This lease is dated

1st April

2015

HM Land Registry

Title number[s]: ESX290306

Administrative area: Lewes

PARTIES

- (1) Seaford Town Council of 37 Church Street, Seaford, East Sussex BN25 1HG (**Landlord**).
- (2) The Base Committee of The Salts Recreation Ground, Marine Parade, Seaford, East Sussex, BN25 1DR (**Tenant**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Annual Rent: rent at the rate of £1 per annum.

Building: the whole of the building known as The Base shown edged blue on the plan

Interest Rate: 4% points above the base rate of Barclays Bank plc.

Permitted Use: The primary use of the building as is for a youth centre in particular for youth music and as an ancillary use the hiring of the building for bands to rehearse.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewerage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Term: a term of nine years 364 days beginning on, and including the date of this lease and ending on, and including

The Base : the Building known as the The Base within The Salts registered at the Land Registry under Title Number ESX290306]..

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease.
- 1.4 Unless the context otherwise requires, references to the **Building** are to the whole and any part of it.
- 1.5 A reference to the **end of the Term** is to the end of the Term however it ends.
- 1.6 Unless otherwise specified, a reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it.
- 1.7 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.8 A **person** includes a corporate or unincorporated body.
- 1.9 Except where a contrary intention appears, a reference to a **clause** is a reference to a clause of this lease.
- 1.10 Clause headings do not affect the interpretation of this lease.

2. GRANT

- 2.1 The Landlord lets the Building together with the Landlord's fixtures and fittings in and upon the Building to the Tenant for the Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4
- 2.3 The grant is made with the Tenant paying to the Landlord as rent, the Annual Rent and all VAT in respect of it, and all other sums due under this lease.

3. ANCILLARY RIGHTS

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**) to use in common with the Landlord and any other person authorised by the Landlord:
- (a) the right of support and protection from those parts of the Building that afford support and protection for the Building at the date of this

lease and to the extent that such support and protection exists at the date of this lease, and

- (b) the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of the Building which are in existence at the date of this lease), and
- (c) the right to enter any part of the Building that adjoins the Building so far as is reasonably necessary to carry out any works to the Building required or permitted by this lease.
- (d) the right to the use of the Deck for access into and out of the Building
- (e) the right to use the Deck for functions previously agreed in writing by the Landlord subject to the Tenant making good any damage caused to the Deck and indemnifying the Landlord in respect of any claims or losses arising out of the Tenant's use of the Deck for such functions

3.2 In relation to the Right mentioned in clause 3.1(b), the Landlord may, at its discretion, re-route or replace any such Service Media and that Right will then apply in relation to the Service Media as re-routed or replaced.

3.3 Within one month after the end of the Term (and notwithstanding that the Term has ended), the Tenant shall make an application to remove all entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

4. RIGHTS EXCEPTED AND RESERVED

4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**):

- (a) rights of light, air, support and protection as those rights are capable of being enjoyed at any time during the Term,
- (b) the right to enter the Building for any purpose mentioned in this lease or connected with it or with the Landlord's interest in the Building or any other Building or to carry out any works to any other part of the Building, at any reasonable time after having given reasonable notice to the Tenant (and the notice need not be in writing and need not be given in the case of an emergency),
- (c) the right to build into any boundary of the Building, and to develop land other than the Building, whether or not such land is owned by the Landlord.

4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised by the Landlord.

4.3 The Landlord will not be liable for any loss or inconvenience to the Tenant by reason of the exercise of any of the Reservations (other than any loss or inconvenience in respect of which the law prevents the Landlord excluding liability).

5. THE ANNUAL RENT AND OTHER PAYMENTS

5.1 The Tenant shall pay the Annual Rent and any VAT in respect of it in advance on first day of each year of the Lease.

5.2 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewerage, telecommunications and data and other services and utilities to or from the Building. If any such costs are charged in respect of the Building together with the Deck, the Tenant shall pay a fair proportion (determined conclusively by the Landlord acting reasonably) of the total.

5.3 The Tenant shall pay all rates, taxes and other impositions payable in respect of the Building, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease, or
- (b) any taxes (other than VAT and insurance premium tax) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

If any such rates, taxes or other impositions are payable in respect of the Building together with the Deck the Tenant shall pay a fair proportion (determined conclusively by the Landlord) of the total.

5.4 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease. Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.

5.5 The Tenant shall pay the costs and expenses of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred

during or after the end of the Term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease.

5.6 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Interest Rate on that amount for the period from the due date to and including the date of payment.

5.7 The Annual Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.

6. INSURANCE

6.1 The Landlord shall keep The Base insured against loss or damage by fire and such other risks as the Landlord considers it prudent to insure against, provided that such insurance is available in the market on reasonable terms acceptable to the Landlord. The Landlord will inform the Tenant of relevant terms of its insurance policy.

6.2 The Council will invoice The Base Committee annually for the full cost of the Building insurance

6.3 Contents insurance will be taken out at the request of the Base Committee. Similarly The Council will secure contents insurance and invoice The Base Committee for the full cost.

6.4 If the Building is damaged or destroyed by any risk normally found in a comprehensive policy so as to make the Building unfit for occupation and use, and the Landlord has not repaired the Building so as to make the Building fit for occupation and use within 12 months of it having been damaged or destroyed, then the Landlord may determine this lease by giving notice to the Tenant.

6.5 If the Building is damaged or destroyed by a risk normally found in a comprehensive policy so as to make the Building unfit for occupation and use, then provided that:

- (a) Where a claim could be made and the Landlord's insurance policy has not been vitiated in whole or part by any act or omission of the Tenant or any person at the Building with the actual or implied authority of the Tenant, and

- (b) the Landlord has not repaired the Building so as to make the Building fit for occupation and use within 12 months of it having been damaged or destroyed

the Tenant may determine this lease by giving notice to the Landlord.

- 6.6 In any case where the Tenant is able to terminate this lease pursuant to this clause (or would be able to if the period of 12 months mentioned in clause 6.5(b) had ended), then:

- (a) payment of the Annual Rent will be suspended, and
- (b) the Tenant shall not be liable to carry out any works of repair or decoration to the Building

until the Building has been repaired so as to make the Building fit for occupation and use or, if earlier, this lease is terminated.

- 6.7 If this lease is terminated pursuant to this clause, then the termination will be without prejudice to any right or remedy of either party in respect of any antecedent breach of the covenants of this lease.

- 6.8 Nothing in this clause shall oblige the Landlord to repair the Building above and beyond those obligations set out in clause 8.5 hereof.

- 6.9 The Tenant shall at all times maintain public liability insurance in respect of the Building.

7. PROHIBITION OF REGISTRATION AND DEALINGS

- 7.1 The Tenant shall not make any application to note this lease on the Landlord's registered title

- 7.2 The Tenant shall not assign, underlet, charge, part with possession or share occupation of this lease or the Building or hold the lease on trust for any person (except by reason only of joint legal ownership), nor grant any right or licence over the Building in favour of any third party.

8. REPAIRS AND DECORATION

- 8.1 The Tenant shall keep the Building clean and tidy, and the tenant shall keep the doors and hatches in good repair and the Building decorated inside.

- 8.2 The Tenant shall keep in repair and in good decorative order all of the Tenant's additions made to the Building and the landlord's fixtures and fittings (damage by any insured risk excepted unless and to the extent that any act or omission of the Tenant renders the insurance money irrecoverable) and to renew and replace with new fixtures and fittings of a like nature all Landlord's fixtures and fittings relating to the Building which may become or be beyond repair at any time during or at the expiration or sooner determination of the term.
- 8.3 The Tenant shall keep the internal decorative surfaces and finishes of the Building in good repair,
- 8.4 The Landlord shall at all times during the Term keep the exterior of the Building, the roof and main structure of the building in good repair.
- 8.5 Nothing in this Lease shall require the Tenant to remedy any dampness in the Building or the ingress of water or the damage caused by it unless it results from a breach of covenant or negligence by the Tenant.
- 8.6 The Tenant is obliged to notify the Landlord of instances of dampness or ingress of water immediately.

9. ALTERATIONS AND SIGNS

- 9.1 The Tenant shall not without the prior written consent of the Landlord make any alteration to the Building (including any Service Media forming part of the Building), other than the installation and removal of non-structural, demountable fittings and provided that, where reasonably required by the Landlord, it removes any such fittings before the end of the Term and makes good any damage to the Building and to any part of the Building caused by any such installation or removal.
- 9.2 The Tenant shall not attach any sign, poster or advertisement to the Building so as to be seen from the outside of the Building, other than:
- (a) a fascia of a design and size approved by the Landlord, and
 - (b) such trade posters, notices and advertisements of a design, size and number and in positions that are appropriate to the nature and location of the Building and to the Permitted Use.

10. TENANT TO REMEDY BREACHES

The Landlord may enter the Building to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease

relating to the condition of the Building. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Building and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) will be a debt due from the Tenant to the Landlord and payable on demand.

11. USE

- 11.1 The Tenant shall not use the Building for any purpose except the Permitted Use.
- 11.2 The Tenant shall not place or keep any items on any external part of the Building whether or not such items are for sale without the prior consent of the Landlord
- 11.3 The Tenant shall not leave any refuse on any street or pavement outside the Building except at such times and in such manner as accord with the arrangements for the collection of refuse from the Building by the local authority.
- 11.4 The Tenant shall load and unload goods only at such times as accord with any bylaws or parking restrictions imposed by the local authority.
- 11.5 The Tenant shall not use the Building, nor exercise the Rights:
 - (a) for any illegal purpose, nor
 - (b) for any purpose or in a manner that would cause any loss, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or any owner or occupier of any other Building, nor
 - (c) in any way that would vitiate the Landlord's insurance of the Building, nor
 - (d) in a manner that interferes with any right subject to which this lease is granted.
- 11.6 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Building.

12. COMPLIANCE WITH LAWS

The Tenant shall comply with all laws relating to the Building and the occupation and use of the Building by the Tenant, to the use of all Service Media and machinery and equipment at or serving the Building, and to all materials kept at or disposed from the Building.

13. RETURNING THE BUILDING TO THE LANDLORD

13.1 At the end of the Term the Tenant shall return the Building to the Landlord in the condition required by this lease and will remove from the Building all stock and chattels belonging to or used by it.

13.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any stock, chattels, fittings or items it has fixed to the Building and which have been left by the Tenant on the Building for more than ten working days after the end of the Term. The Landlord will not be liable to the Tenant by reason of that storage or disposal. The Tenant will indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

14. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss arising from any breach of any tenant covenant in this lease, or from any act or omission of the Tenant or any person on the Building or the Building with its actual or implied authority.

15. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant will have quiet enjoyment of the Building without any lawful interruption by the Landlord or any person claiming under the Landlord.

16. CONDITION FOR RE-ENTRY

16.1 The Landlord may re-enter the Building at any time after any of the following occurs:

- (a) any rent or recharge is unpaid 21 days after becoming payable, or
- (b) any breach of any condition or tenant covenant of this lease.
- (c) the Tenant ceasing to actively use the Building as a youth centre for music open to the public.

- 16.2 If the Landlord re-enters the Building pursuant to this clause, this lease will immediately end, but without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease.

17. LIABILITY

- 17.1 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

18. NOTICES

- 18.1 Except in a case of emergency, any notice given pursuant to this lease must, unless otherwise stated, be in writing, and writing includes faxes but does not include email.
- 18.2 Within five working days after receipt of any notice or other communication affecting the Building the Tenant shall send a copy of the relevant document to the Landlord.

19. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

- 19.1 This lease constitutes the entire agreement and understanding of the Landlord and the Tenant relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement or understanding between them relating to it.
- 19.2 The Tenant acknowledges that in entering into this lease it has not relied on, nor will have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.
- 19.3 Nothing in this lease constitutes or will constitute a representation or warranty that the Building may lawfully be used for any purpose allowed by this lease.
- 19.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

20. MISCELLANEOUS

- 20.1 The parties agree that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this lease.

20.2 A person who is not a party to this lease will not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

20.3 This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

In Witness the Council has caused its Common Seal to be affixed to this Deed and the Tenant have signed this Deed the day and the year first before written

The Common Seal of Seaford
Town Council was hereunto
fixed to this Deed in the presence of:



Mayor of Seaford

[Redacted signature]

Councillor

[Redacted signature]

James R Corrigan
Town Clerk

[Redacted signature]

Signed by the said

[Redacted signature]

[Redacted signature]

Secretary of the Base Management Committee
in the presence of:

[Redacted signature]

Witness

[Redacted signature]

Address

Signed by the said

[Redacted signature area]

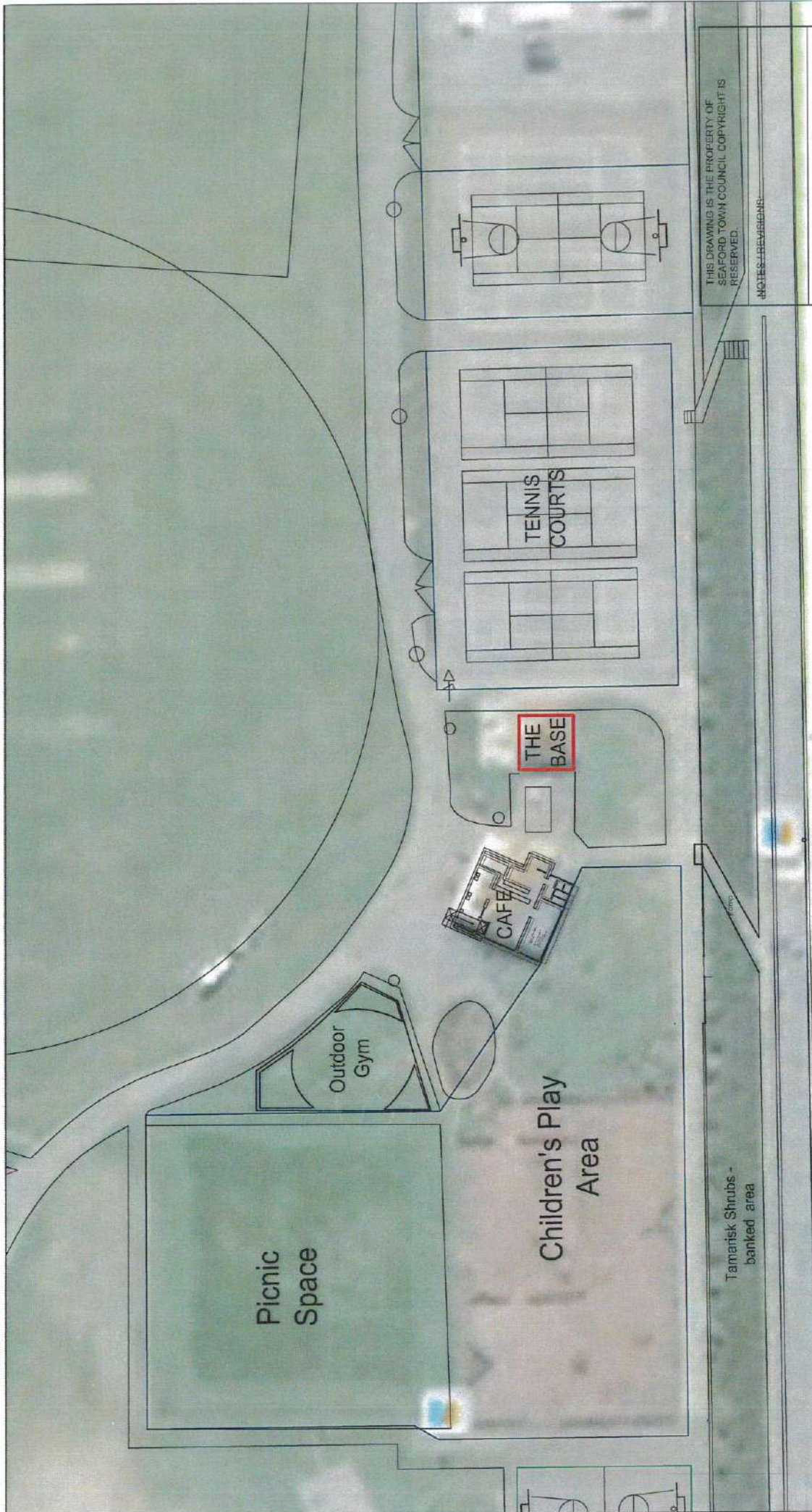
Member of the Base Management Committee
in the presence of:

Witness

[Redacted witness signature area]

Address

[Redacted address area]



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NOTES/REVISIONS:

DRAWING TITLE: The Base - The Sails Recreation
Ground
Richmond Road / Marine Parade
Seaford
East Sussex
BN25 1DR

DWG NO.: SDP5	PROJECT NO.:
NTS	DRAWN BY: Ben King
	Date: March 2015

Marine Parade

DATED

LEASE

relating to

Land and building known as The Base, within The Salts, Richmond Road, Seaford

between

SEAFORD TOWN COUNCIL

and

LUELLA ROLPH AND PAT WHITE ON BEHALF OF THE BASE COMMITTEE

Surrey Hills
Solicitors 

Surrey Hills Solicitors
Oak Green House
250 – 256 High Street
Dorking
Surrey RH4 1QT
Ref: SEAF001-05
V2 22.05.2025

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LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

ESX290306

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

SEAFORD TOWN COUNCIL of 37 Church Street, Seaford, East Sussex BN25 1HG

Tenant

Luella Rolph and Pat White on behalf of The Base Committee both of [REDACTED]
[REDACTED]

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.1 and Schedule 1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in Clause 1.1 of this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements set out in paragraph 1 of Schedule 2 to this lease are granted by this lease for the benefit of the Property.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements set out in paragraph 1 of Schedule 3 to this lease are granted or reserved over the Property for the benefit of other property.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None

LR14. Declaration of trust where there is more than one person comprising the Tenant

The Tenant is more than one person. They are to hold the Property on trust for The Base Committee.

This lease is dated

2025

PARTIES

- (1) SEAFORD TOWN COUNCIL of 37 Church Street, Seaford, East Sussex BN25 1HG
(Landlord)
- (2) LUELLA ROLPH and PAT WHITE on behalf of The Base Committee [REDACTED]
[REDACTED] (Tenant)

BACKGROUND

- (A) The Landlord is the freehold owner of the Property.
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

- 1 **Annual Rent:** rent at rate of £1 per annum
- 2 **Authorised Person:** any:
- 2a) undertenant or person deriving title under the Tenant;
 - 2b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
 - 2c) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.
- 3 **CDM Regulations:** the Construction (Design and Management) Regulations 2015 (SI 2015/51).
- 4 **Contractual Term:** a term of years from and including the date of this lease to and including 2035.
- 5 **Default Interest Rate:** 4% per annum above the Interest Rate.
- 6 **Energy Assessor:** an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.
- 7 **Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the EPC Regulations.

- 8 **EPC Regulations:** Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).
- 9 **Excluded Insurance Items:** any:
- 9a) glass forming part of the Property; and
 - 9b) tenant's fixtures that are installed by or for the Tenant, any undertenant or occupier of the Property and that form part of the Property.
- 10 **Insolvency Event:** subject to clause 1.15, any one or more of the following:
- 10a) The Tenant is adjudged bankrupt under the Insolvency Act 1986;
 - 10b) the Tenant makes a proposal for or enters into an individual voluntary arrangement (IVA) with his or her creditors;
 - 10c) a bankruptcy petition is presented against the Tenant and not dismissed within 28 days;
 - 10d) the Tenant is unable to pay his or her debts as they fall due within the meaning of section 268 of the Insolvency Act 1986;
 - 10e) the Tenant enters into any composition, compromise or similar arrangement with creditors generally;
 - 10f) any distraint, execution or other legal process is levied against the Tenant's goods or possessions at the Premises and is not discharged within 10 Business Days; or
 - 10g) the making of a bankruptcy order against the Tenant.
- 11 **Insurance Rent:** the aggregate in each year of:
- 11a) the gross cost of any premiums that the Landlord expends (after any discount or commission is allowed or paid to the Landlord) and any fees and other expenses that the Landlord reasonably incurs in insuring the Property (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this lease;
 - 11b) the gross cost of the premium after any discount or commission for insurance for loss of Annual Rent from the Property for three years; and
 - 11c) any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in paragraphs (a) and (b) of this definition.
- 12 **Insured Risks:** (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

- 13 **Interest Rate:** the base rate from time to time of Barclays Bank Plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).
- 14 **IPT:** Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.
- 15 **Landlord's Neighbouring Property:** the freehold property known as Salts Recreation Ground, Richmond Road, Seaford BN25 1DR.
- 16 **LPA 1925:** Law of Property Act 1925.
- 17 **LTA 1927:** Landlord and Tenant Act 1927.
- 18 **LTA 1954:** Landlord and Tenant Act 1954.
- 19 **LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.
- 20 **Permitted Use:** as a youth centre for youth music and as an ancillary use for the hiring of the Property for bands to rehearse.
- 21 **Property:** the property described in **Schedule 1**.
- 22 **Property Damage:** damage to or destruction of the Property (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use.
- 23 **Property Plan:** the plan annexed to this lease at **ANNEX A** and marked "Property Plan".
- 24 **Rates and Taxes:** all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:
- 24a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease;
- 24b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.
- 25 **Recommendation Report:** a report as defined in regulation 4 of the EPC Regulations.
- 26 **Reinstatement Cost:** the full cost of reinstatement of the Property (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.
- 27 **Rents:** the rents set out in clause **2.2**.
- 28 **Rent Commencement Date:** the date of this Lease.
- 29 **Rent Payment Dates:** the date of this Lease and each annual anniversary.
- 30 **Reservations:** the rights excepted and reserved in paragraph **1** of **Schedule 3**.

- 31 **Rights:** the rights granted in paragraph 1 of Schedule 2.
- 32 **Service Media:** all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.
- 33 **Signs:** signs, fascia, awnings, placards, boards, posters and advertisements.
- 34 **Tenant Damage:** damage or destruction caused by an act or omission of the Tenant or any Authorised Person.
- 35 **Term:** the Contractual Term.
- 36 **Termination Date:** the date on which the Term ends (however it ends).
- 37 **Transaction:** is:
- 37a) any dealing with this Lease or the devolution or transmission of or parting with possession of any interest in it;
 - 37b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or
 - 37c) the making of any other arrangement for the occupation of the Property.
- 38 **Uninsured Risks:** any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because:
- 38a) of an exclusion imposed by the insurers; or
 - 38b) insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into;
- 39 and **Uninsured Risk** means any one of the Uninsured Risks.
- 40 **Utilities:** electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.
- 41 **Utility Costs:** all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).
- 42 **VAT:** value added tax or any equivalent tax chargeable in the UK.
- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.

- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
- (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;
 - (b) the **Tenant** includes a reference to its successors in title and assigns.
- 1.7 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to:
- (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 39.1; and
 - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 39.3.
- 1.13 Unless the context otherwise requires, references to the **Property** and the **Landlord's Neighbouring Property** are to the whole and any part of them.
- 1.14 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 For the purposes of the definition of **Insolvency Event**:

- (a) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.16 A reference to **writing** or **written** excludes fax and email.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.21 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

- 2.1 The Landlord lets the Property to the Tenant:
 - (a) for the Contractual Term;
 - (b) with full title guarantee;
 - (c) together with the Rights;
 - (d) excepting and reserving the Reservations; and
 - (e) subject to the Third Party Rights.
- 2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:
 - (a) the Annual Rent;
 - (b) the Insurance Rent;
 - (c) all interest payable under this lease; and
 - (d) all other sums payable under this lease; and
 - (e) all VAT chargeable on the other rents set out in this clause 2.2.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

4. Payment of Annual Rent

The Tenant must pay the Annual Rent by four equal instalments in advance on or before the Rent Payment Dates except that:

- (a) the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and
- (b) that first instalment of Annual Rent shall be £1 for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

5. Payment method

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

- (a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or
- (b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. No set-off

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Interest

- 7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.
- 7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. Rates and Taxes

- 8.1 The Tenant must pay all Rates and Taxes.
- 8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

9. Utilities

- 9.1 The Tenant must pay all Utility Costs.
- 9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10. Common items

The Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Property but used or capable of being used by the Property in common with other land.

11. Costs

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under:
 - (i) this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

12. Prohibition of dealings

The Tenant must not:

- (a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or

- (b) hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

Nothing in this clause shall prevent short terms hiring of the Property.

13. Repair

13.1 The Tenant must:

- (a) subject to clause 13.3, keep the Property in good repair and condition ;
- (b) ensure that any Service Media forming part of the Property and all of the Landlord's fixtures and fittings are kept in good working order and to renew and replace with new fixtures and fittings of a like nature all Landlord's fixtures and fittings relating to the Property which may become or be beyond repair at any time during or at the expiration or sooner determination of the Term; and
- (c) keep the Property clean, tidy and clear of rubbish.

13.2 The Tenant's obligations under clause 13.1(a) shall not require the Tenant to put the Property into any better state of repair or condition than it was in at the date of this lease.

13.3 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items) to the extent that any disrepair has been caused by:

- (a) an Insured Risk unless and to the extent that:
 - (i) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 3.2(f) of Schedule 4); or
 - (ii) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 4 or
- (b) Property Damage by an Uninsured Risk unless that damage is Tenant Damage.

13.4 Nothing in this Lease shall require the Tenant to remedy any dampness in the Property of the ingress of water or the damage caused by it unless it results from a breach of covenant or negligence by the Tenant.

13.5 The Tenant is obliged to notify the Landlord of any instances of dampness or ingress of water immediately.

14. Decoration

14.1 The Tenant must:

- (a) decorate the interior of the Property as often as is reasonably necessary and also in the last three months before the Termination Date;
 - (b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and
 - (c) carry out the decoration of the interior of the Property required in the last three months before the Termination Date;
- to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

15. Alterations

15.1 Except as permitted by this clause 15, the Tenant must not make any:

- (a) alteration or addition to the Property; or
- (b) opening in any boundary of the Property.

15.2 Any alterations permitted by this clause are subject to clause 15.7.

15.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

15.4 The Tenant may install or remove non-structural demountable partitioning at the Property without the consent of the Landlord provided that the Tenant must:

- (a) not carry out any such works until it has:
 - (i) provided details of the works to the insurers of the Property; and
 - (ii) at least 28 working days before commencing the works, given the Landlord 2 copies of the plans and specification for the works; and
- (b) make good any damage to the Property caused by the carrying out of those works.

15.5 The Tenant may carry out minor alterations that consist of making minor perforations in any boundary of the Property or in the structural elements of the Property provided that:

- (a) those alterations are reasonably required in connection with any works permitted under this clause 15;
- (b) those alterations do not adversely impact on the structural integrity of the Property; and

- (c) the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 15.6 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 15.7 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.

16. Signs

- 16.1 The Tenant must not:
 - (a) display any Signs inside the Property that are visible from the outside; or
 - (b) attach any Signs to the exterior of the Property;

except, with the consent of the Landlord (such consent not to be unreasonably withheld or delayed), Signs of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.
- 16.2 The Tenant must allow the Landlord to fix to and keep at the Property:
 - (a) during the 3 month period before the Termination Date, any re-letting board as the Landlord reasonably requires except where there is a genuine prospect of the Tenant renewing this lease and the Tenant is genuinely and actively pursuing that renewal; and
 - (b) at any time during the Term, any sale board as the Landlord reasonably requires.

17. Returning the Property to the Landlord

- 17.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.
- 17.2 Subject to clause 17.3, the Tenant must by the Termination Date:
 - (a) remove:
 - (i) any tenant's fixtures from the Property;
 - (ii) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and
 - (iii) any Signs erected by the Tenant at the Property; and
 - (b) make good any damage caused to the Property by the removal of those items and alterations.

- 17.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 17.2(a)(i) and clause 17.2(a)(ii) shall not be removed pursuant to clause 17.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.
- 17.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.
- 17.5 The Tenant:
- (a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
 - (b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

18. Use

- 18.1 The Tenant must not use the Property for any purpose other than the Permitted Use.
- 18.2 The Tenant must not:
- (a) Place or keep any items on any external part of the Property whether or not such items are for sale without the prior consent of the Landlord;
 - (b) Leave any refuse on the street or pavement outside the Property except at such times as in such manner as accord with the arrangement of the collection of refuse from the Property by the local authority;
 - (c) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or any property that neighbours the Property;
 - (d) hold any auction at the Property;
 - (e) allow any use as to cause a nuisance or annoyance to any property that neighbours the Property;
 - (f) overload any part of the Property nor overload or block any Service Media at or serving the Property;
 - (g) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
 - (h) (except as permitted by clause 15.6) interfere with any Service Media at the Property;

- (i) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
 - (j) allow any person to sleep at or reside on the Property.
- 18.3 The Tenant shall load and unload goods only at such times as accord with any bylaws of parking restrictions imposed from time to time by the local authority.

19. Exercise of the Rights

- 19.1 The Tenant must exercise the Rights:
 - (a) only in connection with the Tenant's use of the Property for the Permitted Use; and
 - (b) in compliance with all laws relating to the Tenant's use of the Property, the Landlord's Neighbouring Property and any other neighbouring or adjoining property pursuant to the Rights.

20. Allow entry

- 20.1 Subject to clause 20.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:
 - (a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
 - (b) at any reasonable time (whether or not during usual business hours); and
 - (c) with their workers, contractors, agents and professional advisers.
- 20.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

21. Keyholders and emergency contact details

The Tenant must provide to the Landlord in writing the names, addresses, email addresses] and telephone numbers of at least two people who each:

- (a) hold a full set of keys for the Property;
- (b) hold all the access codes for the Tenant's security systems (if any) at the Property; and
- (c) may be contacted in case of emergency at any time outside the Tenant's usual business hours.

22. Compliance with laws

- 22.1 The Tenant must comply with all laws relating to:
 - (a) the Property and the occupation and use of the Property by the Tenant;

- (b) the use or operation of all Service Media, and any other machinery and equipment at or serving the Property whether or not used or operated;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed of from the Property.
- 22.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:
 - (a) send a copy of the relevant document to the Landlord; and
 - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 22.3 The Tenant must not:
 - (a) apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works permitted under this lease); or
 - (b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).
- 22.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.
- 22.5 The Tenant must:
 - (a) comply with its obligations under the CDM Regulations;
 - (b) maintain the health and safety file for the Property in accordance with the CDM Regulations;
 - (c) give that health and safety file to the Landlord at the Termination Date;
 - (d) procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
 - (e) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 22.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

22.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

22.8 The Tenant must keep:

- (a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably required by the Landlord; and
- (b) that machinery, equipment and alarms properly maintained and available for inspection.

23. Energy Performance Certificates

23.1 The Tenant must:

- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property; and
- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.

23.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

23.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

- (a) commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
- (b) pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

23.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

24. Third Party Rights

The Tenant must:

- (a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and
- (b) not do anything that may interfere with any Third Party Right.

24.2 The Tenant must:

- (a) apply to register this lease at HM Land Registry promptly and in any event within one month following the grant of this lease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month of completion of the registration.

25. Encroachments and preservation of rights

25.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

25.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:

- (a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
- (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

25.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.

25.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.

25.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:

- (a) immediately inform the Landlord and give the Landlord notice of that action; and
- (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

26. Indemnity

The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value

of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any tenant covenants in this lease;
- (b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or
- (c) any act or omission of the Tenant or any Authorised Person.

27. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

28. Quiet enjoyment

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

29. Exercise of right of entry

In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 3, the Landlord must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
- (b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
- (c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
- (d) cause as little inconvenience as reasonably possible to the Tenant; and
- (e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

30. Scaffolding

30.1 In relation to any scaffolding erected pursuant to paragraph 1.5 of Schedule 3, the Landlord must:

- (a) ensure that the scaffolding causes the least amount of obstruction to the entrance to the Property as is reasonably practicable;
- (b) remove the scaffolding as soon as reasonably practicable;
- (c) following removal of the scaffolding, make good any damage to the exterior of the Property caused by the scaffolding; and

- (d) if the scaffolding obstructs any of the Tenant's Signs erected at the Property, allow the Tenant to display on the exterior of the scaffolding a reasonable number of signs of sizes and designs and in locations approved by the Landlord (such approval not to be unreasonably withheld or delayed).]

31. Re-entry and forfeiture

31.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
- (b) any breach of any condition of, or tenant covenant in, this lease; or
- (c) an Insolvency Event.

31.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

32. Section 62 of the LPA 1925

32.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

33. Exclusion of sections 24 to 28 of the LTA 1954

33.1 The parties:

- (a) confirm that:
 - (i) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
 - (ii) [] [DECLARANT'S NAME] who was duly authorised by the Tenant to do so made a statutory declaration dated [] [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
 - (iii) there is no agreement for lease to which this lease gives effect; and
- (b) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

34. Compensation on vacating

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

35. No restriction on Landlord's use

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Landlord's Neighbouring Property or any other neighbouring or adjoining property.

36. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

37. Breach of repair and maintenance obligation

37.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

37.2 Following the service of a notice pursuant to clause 37.1, the Landlord may enter the Property and carry out the required works if the Tenant:

- (a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
- (b) is not carrying out the required works with all due speed.

37.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 37.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

37.4 Any action taken by the Landlord pursuant to this clause 37 shall be without prejudice to the Landlord's other rights (including those under clause 31).

38. Notices

38.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:

- (a) by hand:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;

- (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or
 - (b) by pre-paid first-class post or other next working day delivery service:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom.
- 38.2 If a notice complies with the criteria in clause 38.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:
- (a) delivered by hand, at the time the notice is left at the proper address; or
 - (b) sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

38.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

39. Consents and approvals

- 39.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:
- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
 - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.
- 39.2 If a waiver is given pursuant to clause 39.1, it shall not affect the requirement for a deed for any other consent.
- 39.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:
- (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.
- 39.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

- (a) imply that any consent or approval required from a third party has been obtained; or
- (b) obviate the need to obtain any consent or approval from a third party.

40. VAT

- 40.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
- 40.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 40.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

41. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

42. Entire agreement

- 42.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 42.2 Each party acknowledges that in entering into this lease it does not rely on any representation or warranty (whether made innocently or negligently).
- 42.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 42.4 Nothing in this clause shall limit or exclude any liability for fraud.

43. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

44. Governing Law

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

45. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Property

1. The land and building known as land a building known as The Base, within The Salts, Richmond Road, Seaford registered under title number ESX290306 and shown edged red on the Property Plan.

Schedule 2 Rights

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:
 - 1.1 A right of access over the Landlord's Neighbouring Land for the purpose of access and egress from the Property.;
 - 1.2 The right to support and protection for the Property from the Landlord's Neighbouring Property to the extent that the Landlord's Neighbouring Property provides support and protection to the Property at the date of this lease.
 - 1.3 The right to use and to connect to any Service Media at the Property that belong to the Landlord and served but do not form part of the Property;
 - 1.4 The right to enter any part of the Landlord's Neighbouring Property as far as reasonably necessary to carry out works to the Property required or permitted by this Lease.

Schedule 3 Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following rights:
 - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
 - 1.2 Subject to the Landlord complying with clause 29, the right to enter the Property for any other purpose mentioned in or connected with:
 - (a) this lease;
 - (b) the Reservations; or
 - (c) the Landlord's interest in the Property or the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
 - 1.3 The right to:
 - (a) use and connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term; and
 - (b) install and construct Service Media at the Property to serve the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and]
 - (c) re-route and replace any Service Media referred to in this paragraph.
 - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
 - 1.5 Subject to the Landlord complying with clause 30, the right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
2. The Reservations:
 - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
 - 2.2 May be exercised by:
 - (a) the Landlord;
 - (b) anyone else who is or becomes entitled to exercise them; and

- (c) anyone authorised by the Landlord.
- 2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
- 3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
 - 3.1 Physical damage to the Property.
 - 3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

Schedule 4 Insurance

1. Landlord's obligation to insure

- 1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must keep the Property insured against loss or damage by the Insured Risks for the Reinstatement Cost.
- 1.2 The Landlord shall not be obliged to insure:
- (a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property in this Schedule 4 shall exclude the Excluded Insurance Items;
 - (b) any alterations to the Property that form part of the Property unless:
 - (i) those alterations are permitted or required under this lease;
 - (ii) those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and
 - (iii) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
 - (c) the Property when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
- 1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. Landlord to provide insurance details

- 2.1 In relation to any insurance effected by the Landlord under this Schedule 4, the Landlord must:
- (a) at the request of the Tenant supply the Tenant with:
 - (i) full details of the insurance policy;
 - (ii) evidence of payment of the current year's premiums; and
 - (iii) details of any commission paid to the Landlord by the Landlord's insurer;
 - (b) procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord or its agents becoming aware of the change.

3. Tenant's obligations

- 3.1 The Tenant must pay to the Landlord on demand:

- (a) the Insurance Rent;
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

3.2 The Tenant must:

- (a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and must also give the Landlord notice of that matter;
- (b) not do or omit to do anything as a result of which:
 - (i) any insurance policy for the Property may become void or voidable or otherwise prejudiced;
 - (ii) the payment of any policy money may be withheld; or
 - (iii) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (d) give the Landlord immediate notice of the occurrence of:
 - (i) any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or
 - (ii) any other event that might affect any insurance policy relating to the Property;
- (e) except for the Excluded Insurance Items, not effect any insurance of the Property but, if the Tenant becomes entitled to the benefit of any insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person.

4. **Landlord's obligation to reinstate following damage or destruction by an Insured Risk**

4.1 Following any damage to or destruction of the Property by an Insured Risk, the Landlord must:

- (a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and

- (b) reinstate the Property except that the Landlord shall not be obliged to:
 - (i) reinstate unless all necessary planning and other consents are obtained;
 - (ii) reinstate unless the Tenant has paid the sums due under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule;
 - (iii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - (iv) reinstate after a notice to terminate has been served pursuant to this Schedule 4.
- 4.2 If the Landlord is obliged to reinstate the Property pursuant to paragraph 4.1(b) of this Schedule, the Landlord must:
 - (a) use all insurance money received (other than for loss of rent) and all sums received under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule for the purposes of that reinstatement; and
 - (b) make up any shortfall out of its own funds.
- 5. Termination if reinstatement impossible or impractical following Property Damage by an Insured Risk**
- 5.1 Following Property Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant within six months from and including the date on which that Property Damage occurred.
- 6. Property Damage by an Uninsured Risk**
- 6.1 Within 12 months from and including the date on which that Property Damage occurred, the Landlord must either:
 - (a) terminate this lease by giving notice to the Tenant; or
 - (b) notify the Tenant that it intends to reinstate the Property at its own cost.
- 6.2 If the Landlord notifies the Tenant under paragraph 6.1(b) that it intends to reinstate the Property, then the Landlord must use:
 - (a) reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and
 - (b) its own monies to reinstate the Property but the Landlord shall not be obliged to:
 - (i) reinstate unless all necessary planning and other consents are obtained;

- (ii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (iii) reinstate after a notice to terminate has been served pursuant to this Schedule 4.

6.3 If paragraph 6.1 applies but the Landlord has not served a notice under either paragraph 6.1(a) or paragraph 6.1(b) by the date which is 12 months from and including the date on which the relevant Property Damage occurred, the Tenant may at any time thereafter terminate this lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use.

7. Consequences of termination

7.1 If either party gives a notice to terminate this lease in accordance with this Schedule 4:

- (a) this lease shall terminate with immediate effect from the date of the notice;
- (b) none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
- (c) any proceeds of the insurance for the Property shall belong to the Landlord.

8. Tenant Damage

8.1 If any damage to or destruction of the Property by an Uninsured Risk is caused by Tenant Damage, the Landlord shall not be obliged to reinstate the Property but if the Landlord chooses to do so, the Tenant must pay on demand all costs incurred by the Landlord in reinstating.

THE COMMON SEAL of SEAFORD
TOWN COUNCIL was hereto affixed in
the presence of:

.....
Authorised Signatory

.....
Authorised Signatory

Signed as a deed by Luella Rolph in the presence of:

.....

[SIGNATURE OF **Tenant**]

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Signed as a deed by Pat White in the presence of:

.....

[SIGNATURE OF **Tenant**]

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

ANNEX A Property Plan



0 2 4 6 8 12 16 20m

Map scale 1:625

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Seaford Town Council

Report No:	23/25
Agenda Item No:	10
Committee:	Golf, Open Spaces & Climate Action
Date:	5 June 2025
Title:	Climate Action Plan – Creation of a Task & Finish Group
By:	Steve Quayle, Town Clerk
Purpose of Report:	To establish a task & finish group to devise a draft Climate Action Plan and review the Climate Emergency Policy

Actions

The Committee is advised:

1. To consider the contents of the report.
2. To move to a vote on the motions below.

Recommendations

The Committee is recommended:

1. To note the contents of the report.
2. To establish a task & finish group with the purpose of devising a draft Climate Action Plan and reviewing the Climate Emergency Policy, in accordance with report 23/25.

1. Introduction

- 1.1** In January 2024, the Town Council adopted a Climate Emergency Policy with the purpose of to helping Seaford Town Council both reduce its contributions to climate change and increase its resilience to the effects of climate change, and where possible extend these benefits to the town of Seaford more widely.

- 1.2** At its final meeting in February 2025, the former Climate Change Sub-Committee discussed the Town Council's climate action planning – to provide a proposed route map for how the Climate Emergency Policy will be implemented through Town Council actions - noting that this would work would be overseen by the new Golf, Open Spaces & Climate Action Committee (GOSCA) moving forwards.
- 1.3** This report is the next stage to facilitate the Town Council progressing with climate action, namely through the creation of a task & finish group to devise a draft Climate Action Plan and review the Climate Emergency Policy.

2. Information

- 2.1** At its meeting in February 2025, the former Climate Change Sub-Committee considered report 160/24, which can be viewed on the [Town Council's website](#) (page 8 onwards), facilitating a discussion by the Sub-Committee on the Town Council's climate action planning and the Sub-Committee's recommendations to be shared with GOSCA to take this forwards.
- 2.2** The creation of a CAP is instrumental in delivering on the Town Council's Climate Emergency Policy and, as such, requires buy-in from across the organisation. Within this report to the Sub-Committee was a proposed process for the creation and adoption of a Climate Action Plan (CAP), as follows:
 - (a)** Stage 1 – this Sub-Committee will capture its thoughts and suggestions to be passed to GOSCA.
 - (b)** Stage 2 – GOSCA will review the Climate Emergency Policy at its first meeting in June 2025 and agree the process for the creation of a CAP.
 - (c)** Stage 3 – a task & finish group will be identified to devise a draft CAP, consisting of councillors and relevant officers.
 - (d)** Stage 4 – GOSCA will receive and consider the draft CAP from the task & finish group.
 - (e)** Stage 5 – given that the CAP is highly likely to include actions to embed climate action across the Town Council's activities and outside

the remit of the GOSCA Committee, the final draft CAP would be presented to Full Council for adoption.

- 2.3 Stage 1 was completed. Stage 2 has unfortunately not been able to be taken forwards in time for this first meeting of GOSCA. Officers are therefore proposing to move straight to stage 3 – creation of a task & finish group – and expand the remit of this group to also incorporate the review of the Climate Emergency Policy (stage 2). The remaining stages will then follow as above.
- 2.4 GOSCA is recommended to establish the task & finish group, as per the terms of reference set out below.

3. Climate Action Task & Finish Group

- 3.1 Purpose: to review the Town Council's Climate Emergency Policy and devise a draft CAP for the Town Council, taking into consideration the comments captured from the former Climate Change Sub-Committee. The draft CAP will be costed by the group to enable adequate budget setting to take place.
- 3.2 Membership: up to five councillors (ideally from GOSCA but can be opened up to other councillors where spaces remain) with support from relevant officers (specific officers to be identified).
- 3.3 Chair: the task & finish group will identify its own chair at its first meeting or subsequently as required thereafter.
- 3.4 Reporting: the group will report back to GOSCA.
- 3.5 Timescales: the aim will be for the reviewed policy and draft CAP to be presented to GOSCA for consideration at its meeting on 18 September 2025. The draft report will need to be submitted to the Town Clerk for review and inclusion on the GOSCA agenda by Thursday 28 August 2025. If required, an update can be provided at the September meeting, but the draft documents must be presented by the November 2025 meeting of GOSCA at the latest.
- 3.6 Approval: ultimate approval of the revised policy and CAP will sit with Full Council, due to the fact that climate action will impact and underpin activities across the whole Town Council.
- 3.7 Status: this is a task & finish group and therefore is not bound by Standing Orders.

4. Financial Appraisal

4.1 There are no direct financial implications as a result of this report.

5. Contact Officer

5.1 The contact officer for this report is Steve Quayle, Town Clerk.