

Southsea Green Meeting to discuss terms of new lease 7th May 2019

Present: Sue, Graham, Carla, Peta, Goff Charles

Apologies: Sarah, Vik, Helen, Nick, Jean

Meeting arranged to discuss terms of lease * we have received a draft lease which we need to send amendments for alongside of communitaring terms to the stakeholders at SG

As discussed at past meetings we have agreed the way forward for SG is to change from a community cooperative to an association. This will have the benefits of a simpler structure and it is key that are clear about of change of structure to ensure the lease is valid and we sign as the new entity. ***If all the IMG are in agreement*** The coop will be dissolved and the lease will be effective for 5 years from the date it is signed under our new structure.

Points arising from lease:

- 1) As we no longer generate income from selling veg we need to agree with PCC not to have to pay the percentage of profits to PCC as rent to reflect our new circumstances i.e. not from sales of produce as with original social enterprise. It was agreed we would aim to agree a peppercorn rent in the lease. Any donations do not count as income.
- 2) Kiosk taken to mean cabin and the term kiosk to be adopted in accordance with the language of the lease.
- 3) Permitted use: The form of words to be updated as follows "The land is for community use for gardening and associated community activities" Currently the terms of the lease are for agricultural use only so hopefully this change will allow us to offer associated craft activities in the kiosk.
- 4) Reference to volunteer handbook 2012 has prompted a review of the contents which are outdated. The meeting agreed with Carla's suggestion we scrap this handbook and use the simplified list of rules that all have signed. Note: Review of all policy documents to be added to agenda for upcoming meetings.
- 5) Terms of lease have parking restrictions on Canoe Lake these terms must be adhered to
- 6) References to written terms to be extended to allow emailing
- 7) SG to maintain the garden side of the hedge and the entrance gate, as per lease
- 8) Clause 11: This deals with the licencing and sub contracting of plots by SG, in order to comply with lease we need to be clear that the land is for communal use shared crops

and that individual stakeholders have not been granted a licence for the use of the plots. To be discussed further at next garden meeting. Lease has been shared on email and a printed copy, once amended, will be left in the kiosk.

- 9) Strengthen our diversity of species policy in accordance with the climate emergency.

Action: Nick will arrive at a form of words to be added to the lease asap

- 10) Charles recommended that we contact Action Hampshire for advice before our formal meeting with PCC re the lease. **Sue will take responsibility for this matter.**

- 11) Clause 15:2 to be deleted as not applicable.

- 12) Clause 17: Obstruction discussed and it was agreed that this in fact means permanent obstruction and therefore does not apply to locking the gate on departure

- 13) Clause 18: PL insurance to be approved by landlord. **Gra to send copy of this document to PCC and a copy to be displayed in the cabin. Goff to send Gra a copy of the insurance details used at the allotments (RHS) to review before we renew next year. If this is adopted crafters will need to supply their own insurance for workshops in the cabin.** There should be a process for risk assessments. Health and safety review document to include identified risks of pond electrics and shredder. New locks are needed and written rules for use and required training under our health and safety policy.

- 14) Clause 19:11 Electricity/asbestos/fire safety. Where are these required certifications granted **Sue to check with Action Hants.** Meeting agreed it would be useful to get a fire blanket as the tea facilities have been moved into the cabin. It would be beneficial to cover the battery as it is currently open.

Action Nigel to action fireguards, alternative covers

Sue to contact Sunstore and repair cafe to request support with following fire safety guidelines for the kiosk electricals, the camping gas cooker, water feature in the pond and its solar panel which is also currently unlocked.

Next meeting MAYBE Thursday 23rd May time and venue tbc

Stakeholder meeting/AGM Sat 15/6 at midday at garden.

