

SET 2 (post library viewing sessions)

Q: What are the maintenance costs associated with the TPO at Sanderstead?

A: In the past 5 years the Council has spent a total of £913 maintaining the tree that is subject to a Tree Preservation Order.

Q: What are the maintenance costs associated with the trees at Bradmore Green?

A: In the past 5 years the Council has spent £296 maintaining the tree at Bradmore Green Library.

Q: Can you share details of the covenants on Shirley Library?

A: In response to queries raised at Scrutiny Committee in relation to the restrictive covenants relevant to Shirley Library and the extent to which these require the Council to use the building solely for use as a library and/or to keep the building open as a library, the relevant covenants have been extracted and are set out below.

There is nothing contained in the restrictive covenants on the property Title that requires the owner of the land/ building to use it as a Library or keep it open to be used as a Library. Please also note that if the Council never erected a Library or other public building, the effect would simply have been that the covenants in General Stipulations 2, 5 and 12 would need to have been observed/ complied with. Those do not confer any obligations to operate a Library and would have, instead, required any buildings to be used as either a private dwellinghouse or for professional services under General Stipulation 5.

Summary of relevant covenants:

- The land upon which the Library was constructed was sold to the Council by virtue of the Transfer dated 7 January 1935.
- The Transfer contained a covenant on the part of the Council for the benefit of the Wickham Road Estate of the Vendor (Kenneth Anderson Hooper) at that time to observe and perform the General Stipulations and Special Stipulations set out in the Transfer PROVIDED THAT if the Council erected a Library or other public building the General Stipulations at 2, 5 and 12 shall not be required to be observed (so that the Council would not be in breach of those specific covenants if it erected a library).

The following are details of the covenants contained in the Transfer dated 7 January 1935 referred to in the Charges Register:-

"FOR the benefit of the remainder of the Wickham Road Estate of the Vendor the Corporation (with intent to bind all persons in whom the land hereby transferred shall for the time being be vested but so as not to be personally liable for the breach of any restrictive covenant after they shall have parted with all interest in the said land) hereby covenant with the Vendor that they the Corporation will at all times hereafter observe and perform the General Stipulations and Special Stipulation set out in the Schedule hereto. Provided that if the Corporation shall erect upon the said land a Library or other public building the General Stipulations numbered 2, 5 and 12 shall not be required to be observed.

- None of the General Stipulations 2, 5 or 12 referred to relate to the operation of a Library. They state as follows:

2. The Corporation shall forthwith erect and for ever thereafter maintain boundary fences and gates to the satisfaction of the Vendor and of not less than four feet and not more than seven feet in height along the sides of the land which are marked inside the boundary with a T on the plan hereinbefore referred to. If any question as to the liability to fence shall arise the same shall be decided by the Vendor's Surveyors.

5. No messuage erected upon the said land shall be used for any other purpose than as a private dwellinghouse or the professional residence of a solicitor architect medical practitioner or dentist.

12. There shall not be erected on the said land more dwellinghouses than in the proportion of six dwellinghouses to the acre and each such house of a less value (exclusive of garage or other outbuildings) than seven hundred and thirty five pounds such value to be the actual cost in labour and materials only and any question as to value shall be settled by the Vendor to whom all necessary vouchers shall be produced.

Q: Do you have geological and topographical mapping for the Shirley basement area?

A: The Council does not hold this data, but it can be accessed here [Digital Geological Map Data of Great Britain - 50k \(DiGMapGB-50\) version 7 - data.gov.uk](#)

Q: Can the toilets be made DDA-compliant before the buildings are let?

A: No. The Council does not have funds to carry out major works such as this. However, the Council hopes, based on experience of letting such buildings to community organisations on a long lease, that they would be willing and able to apply for external funds, that the Council is unable to access, to carry out capital works and improvements.

Q: Can CIL funds be used to make improvements to the buildings?

A: No. The responsibility to find funds to improve the buildings will sit with the new leaseholder.

Q: Who would be responsible for the grounds maintenance at Sanderstead?

A: As with the other buildings, the lease will specify the organisation that takes on the lease as the responsible partner. However, local residents and the Women's Institute have historically looked after the grounds and the Council would ask any new community partner to seek to continue this arrangement.

Q: Why is the indicative annual gas bill at Bradmore Green £4,055 when it's £2,863 in Sanderstead which is a bigger building?

A: There could be a number of factors, such as the amount of time the heating is put on. However, Sanderstead benefits from a newer and more efficient boiler.

Q: The initial information about this process said that there would be workshops available to groups looking to take buildings on – are these still planned?

A: Yes, but only if we get a fair amount of interest expressed, for a particular library, from a range of partners that look like they could be complimentary. In these cases, a joint discussion will be held.

Q: Are the council prepared to enter into an Agreement to Lease prior to the lease being taken on, which would outline a commitment to ensure that the building was handed over in a specific condition/status. For example, ensuring the boiler has been serviced, Planning Permission (if needed) has been granted etc?

A: The Council will consider this based on the details of any applications received.

Q: Is the council prepared and ready to negotiate specific details of the lease for a community organisation including (for example):

- A future right to buy and take into community ownership (potentially at a pre-agreed valuation)
- The terms of the FRI to be to maintain and return the building to an approximation of its current state rather than a requirement to return to 'tip top' condition – e.g. clear definitions of what would be expected in a schedule of dilapidations at the end of a lease?

A: Yes, the Council is able to negotiate specific details of the lease, but this would not include a future right to buy.

Q: Does the council have an idea / aspiration of a timeline to take this handover process to conclusion?

A: Yes. The Council would like to see the handover process concluded and new community partner/s in occupation as soon as possible. The quickest this could feasibly happen is April 2025, but experience suggests it is likely to take a while longer for some buildings.

Q: Would operators be responsible for insurance of the whole building? Does this include fabric of the building and roof?

A: Yes to both.

Q: Would the lease be just for the building or for the whole site?

A: The whole site.

Q: Who will be responsible for repairs/maintenance of boundaries and fencing?

A: The new lease holder will be responsible.

Q: What fire safety obligations would fall between the leaseholder and the freeholder?

A: The new leaseholder will be responsible for all.

Q: Would the council consider waiving any business rates?

A: This is not in the Council's control. The new lease holder would need to contact the Valuation Office Agency [Valuation Office Agency - GOV.UK](https://www.gov.uk/valuation-office-agency). However, many community organisations benefit from a reduction of up to 80% [Business rates relief: Charitable rate relief - GOV.UK](https://www.gov.uk/business-rates-relief).

Q: What investment will the council make in the building before it's handed over to a new operator?

A: The Council is not anticipating carrying out any works prior to handing over the building to a new operator.

However, Transitional grants may be made available for groups who are not able to afford the initial startup and maintenance costs. Applications could be eligible for a maximum grant of £10k in year 1 and a maximum amount of £10k in year 2. Please note, Transitional Costs Grants will only be considered where a bid has strong potential, but initial financial support is needed to enable the long-term future. If applicants are eligible for the grants, bids must be able to demonstrate how they will be financially sustainable without the grant from year 3.

Q: The defibrillator at Sanderstead runs on electricity from the building when temperatures drop below 5 degrees. Will this continue?

A: Yes. The electricity supply to the defibrillator will continue after the library closes and we will include this in the conditions of the lease to a future operator.

Q: Could library activities be delivered from the library building if a new operator takes it on? Eg rhymetimes, reading groups etc.

A: Yes, the library service would work with a future operator to host outreach activity including events and activities. The marketing information for each library encourages bidders to accommodate this provision.

Q: Can local history books for Sanderstead Library be left in situ when the library is cleared?

A: We will retain the collection for safekeeping while the Community Base process is undertaken, and we will explore opportunities to retain a local history collection in the building as part of this new offer.

Q: Can as much furniture and shelving as possible be left behind as we want to reuse this to reduce our costs?

A: Anything fixed to the walls or floors will remain. We will remove any excessively worn furniture/appliances but will leave the rest.