

From: [REDACTED]
Sent: 04 September 2025 15:37
To: [REDACTED]
Subject: CILF406 Application Decision

Dear Anna

Further to my holding email of yesterday I have considered the comments you have made with regard to a lease and its necessity and to the current licence arrangement, the support of NTC and the detailed information you have provided.

Taking all matters into account, I do believe a lease is the best way forward for the following reasons.

- The CIL funding represents a substantial investment into the property. Its intention being that the project would have a long lifespan, yet the current licence agreement is effectively of a three month duration. The preference for a lease was made clear during the funding application process and is referred to in the lease summary document you have provided.
- The fuller details of the works provided do show a more significant project than that approved in the current licence agreement.
For example, the bonded resin surfacing and sheer density of the planting scheme together with the nature of some of the plants proposed. The timber posts in the artists impression are more numerous, extending and enclosing the northern boundary of the site.
- It is likely that the planting and the timber elements will require fairly regular maintenance and as such Cornwall Council would seek to protect its exposure to this maintenance cost in the event that the garden reverted to them in the short term.
- A lease would enable the position of the Town Council as guarantor to be appropriately captured.
- The licence is not in the name of the CIC and not transferrable.

In terms of timeframes, I have asked my colleagues in the legal team if they can provide an indication of an average time frame to complete a new lease and I am hoping to convey this to you shortly.

I am mindful you will need to provide documentation in respect of the new CIC and NTC will need to approve their involvement as guarantor.

Were you able to make enquiries as to whether any planning permission was required?

Not wanting to contribute to any delays, I would suggest that if you wanted to conduct any tests, removal of existing landscaping, etc...in the interim of the completion of a lease, that would probably be possible under your current licence agreement, providing that our minimum requirements are met as set out below and that solicitors are instructed to deal with the lease alongside.

With regard to the actual works themselves, it would be the responsibility of the Friends or the CIC to ensure they are delivered in a safe and competent manner. As a minimum, we would expect to see a methodology or method statement, risk assessment and PLI from your contractor, together with copies of any necessary statutory consents. It is not our place to approve these, but to know that the proper measures are in place to protect the public and the property.

I did have a few comments/queries arising from the various information you have submitted –

1. With regard to the gabion seating, it looks like in some of the images the timber seat element does not extend over the edges of the gabion frame which may lead to potential injury/ snagging of clothing.
2. Are the references to ‘Muriel’ to the proposed painted mural we have previously discussed?

3. There is no information as to how the supply or removal of plants/ topsoil/ concrete/ waste is to be made to the site.
4. Do you have anywhere to store equipment to maintain the garden – lawnmower, etc...?
5. Is there a maintenance regime as to how often things will need doing in the garden?
6. I think you had advised previously that adjacent landowners had been consulted – presumably you will manage any concerns/ queries they have as part of the process.

I do appreciate that you would rather not have the expense of entering into a lease, but a lease does appear to offer a good solution in protecting the investment that the Friends/ CIC are putting into the property. It would also be transferrable to the Town Council in terms of the future devolution of the property.

If you have any queries, please let me know.

Best wishes



(Hons) MRICS | Portfolio Surveyor Landlord Services

RICS Registered Valuer

Cornwall Council | Economy, Regeneration and Assets



www.cornwall.gov.uk 'Onen hag oll'

Chy Trevail, Beacon Technology Park, Bodmin, PL31 2FR

My usual working hours are Monday-Thursday, 9am -2.30pm

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