



DECISION OF COUNCILLOR FELICITY BAKER

THE EXECUTIVE MEMBER FOR COMMUNITY SERVICES AND SAFETY, TOURISM AND LEISURE, CORPORATE COMMUNICATIONS, CUSTOMER SERVICES, LIBRARIES AND LICENSING.

WITH ADVICE FROM
THE DIRECTOR OF DEVELOPMENT AND ENVIRONMENT

DECISION NO. 16/17 DE 259

SUBJECT: To agree to the lease to Haywood Airfield Leisure Enterprise (HALE) for the management of the community facilities, sited at Haywood Village Academy, and to agree to the council acting as guarantor as part of the Service Level Agreement.

Background:

The Leisure and Culture Client team (LCCS) work to ensure that future leisure, culture and sporting needs are provided to meet the needs arising from new housing developments, through developer contributions or on site provision in large scale developments.

As part of phase 1 of the Weston Airfield development of 900 homes, LCCS secured the provision of a new dedicated community meeting room with kitchenette and associated facilities, shared access with the primary school to the school sport hall, which LCCS used community need to increase the size and height, to make the facility more usable to the community and school.

A community Multi Use Games Area (MUGA), and community sports pitch and outdoor changing rooms were also provided, the MUGA and pitch are used by the school during the school day and available to the community outside of school hours. The community can also access the school grass pitch, outside of school hours.

For all new provision of community facilities it was agreed that the council would not manage them, they would be managed by local groups, clubs or organisations. They would not also involve any revenue contribution from the council, other than agreed s106 contributions for maintenance and commuted sums.

Therefore LCCS worked with the local residents association at Haywood Village, to set up a company limited by guarantee, which would take on the day to day management and maintenance of the community facilities provided on site. In the case of Haywood village, this is HALE.

The purpose of this report is to seek approval (1) to the provisionally agreed terms of lease to be granted to HALE and (2) for the council to act as guarantor for HALE in relation to the company entering into the SUA with CLF.

The provisionally agreed terms of lease to HALE are set out below:

1. The council will grant HALE a lease of the on-site community facilities (the property).
2. The lease will be for 25 years from the agreed commencement date and the rent charged will be one peppercorn pa if demanded.
3. The property will be used for community, school and related purposes only.
4. The council can terminate the lease on giving 3 months prior notice if the property is not used for the purpose set out in the lease for a minimum period of 3 months.
5. HALE can terminate the lease at any time on giving 6 months prior notice to the council.
6. HALE will be responsible for the maintenance and repair of the property and hand it back to the council in good condition on the expiry of the lease or earlier termination date if applicable.
7. Rights to access the property over the school site and park three cars in the school car park will be granted to HALE under the lease.
8. HALE will be responsible for insuring the property (either separately or in conjunction with CLF) and all costs and outgoings incurred in relation to the occupation of the property.
9. HALE will be required to enter into a Shared Use Agreement setting out on-site operational management and maintenance responsibilities with CLF.
10. HALE will not be allowed to extend or alter the property without the prior approval of the council.
11. HALE will not be allowed to assign or sub-let all or part of the property.
12. The lease will be contracted out of the lease renewal provisions of sections 24-28 of the Landlord and Tenant Act 1954.
13. Each party will bear their own costs incurred in connection with the granting of the lease.

As stated, HALE will be required to enter into a Shared Use Agreement with CLF to formalise on-site operational management arrangements. It has been agreed between the parties that the council will act as guarantor if for any reason HALE is unable to fulfil its obligations under the Shared Use Agreement. This could have a future financial impact on the council, although in practice this would also be the case without the guarantor agreement if the facilities are to remain open and be available to the local community pending another party being appointed to take them on.

DECISION:

Approval is given for the council to (1) grant HALE a lease of the Haywood Village Academy school site community facilities in accordance with the terms and conditions set out in this report and (2) act as guarantor for HALE in relation to the company's responsibilities under the Shared Use Agreement to be entered into with CLF.

Reasons:

To formalise HALE's occupation of the community facilities located on the school site.

Other Alternatives Considered:

n/a

Financial Implications:

As stated in the report there is a risk involved in the council acting as guarantor for HALE in relation to the financial responsibilities set out in the Shared User Agreement. D&E officers are aware of this risk and that any potential future costs incurred if HALE vacates are not budgeted for and will need to be funded from existing budgets. The proposed lease has been agreed to by the Councils section 151 Officer.

Implications for Future Years:

As above.

Signed.....Executive Member for Community Services and Safety, Tourism and Leisure, Corporate Communications, Customer Services, Libraries and Licensing.

Dated.....

Confirmation of Advice Given

Signed: Director of Development & Environment

Dated: