



DECISION OF SECTION 151 OFFICER OF THE COUNCIL,
CORPORATE SERVICES DIRECTORATE

DECISION NO: CSD35

SUBJECT: Haywood Village Primary School, Weston-super-Mare

BACKGROUND:

Haywood Village Primary is a new school with the building recently constructed and handed over to the Council. The freehold interest in the school site, as shown in red outline on the report plan, is to be transferred to the Council in accordance with the terms and conditions set out in the Section 106 Agreement entered into with the Council by the site developer, Persimmon Homes.

On completion of the transfer, part of the site, shown in blue outline on the report plan, is to be leased out to the Cabot Learning Federation Academy Trust (CLF) which was successful in a competition to run the school. The lease granted will be for 125 years at a peppercorn rent with the school being responsible for the future maintenance of the school site and the cost of running the school.

The part of the site not included in the lease to CLF comprise community facilities and will be retained by the Council and, subject to final agreement being reached, will be managed by the local community group.

The school is to open in September and CLF need to gain access and occupy the school before that date to ensure everything is set up for the first pupils. This would not be a problem if the lease could be granted before CLF took possession of the site but, unfortunately, there will be a short occupation period before the lease is granted.

This being the case it has been agreed that the Council will grant CLF a licence to occupy the property pending completion of the lease. This will not only allow CLF to take possession and prepare for the new school year but will protect the Council's interest by ensuring all occupational risk is transferred to CLF. The provisionally agreed terms of the licence are set out below:

1. North Somerset Council (the Council) hereby permits the Cabot Learning Federation (the licensee) to enter and occupy Haywood Village Primary School, as shown in blue outline on the attached plan (the property) from the date the licence is granted up to the 31st August 2016 or earlier if the proposed 125 year lease of the property is granted by the Council to the licensee.

2. The licensee acknowledges that its occupation of the property and this document constitutes a Licence only and nothing herein shall create, or be deemed to create, the relationship of Landlord and Tenant between the parties.
3. Prior to entry upon to the property, the Licensee will take out adequate building and public liability insurance to a minimum of £5M cover and will ensure that any person engaged in carrying out activities on the property is adequately insured to the same sum in respect of the death of, or injury to, persons or damage to any property or any potential accidents, proceedings, costs, claims, demands and liabilities arising at any time in connection with the use of the property.
4. The Licensee hereby undertakes to keep the Council fully indemnified against all reasonably and properly incurred losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from the Licensee's occupation of the property.
5. The Council shall not be liable for the death or injury to persons or for damage to any property or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or any other liability incurred by the Licensee's use of the property.
6. The Licensee hereby undertakes not to do anything which might constitute a breach of any statutory requirement affecting the property.
7. It is hereby acknowledged by the Licensee that the property, including any buildings, foundations, drainage or other services is not warranted by the Council as being fit for the purpose for which the Licensee intends to use them, or for any particular purpose, and the use will be at the Licensee's own risk. The Council will not be responsible for any loss, injury, damage or expense which may be suffered or sustained by the Licensee in the event that the property, the foundations, drainage or other services prove defective or unfit for the purpose for which they are used or intended to be used.
8. If the period of occupation is terminated in accordance with the terms of this licence, the property will be immediately vacated by the Licensee, leaving it in a clean, clear and tidy condition and making good any damage caused by the Licensee's occupation of the property to the reasonable satisfaction of the Council.

DECISION:

Approval be given to grant Cabot Learning Federation a licence to occupy Haywood Village Primary School in accordance with the terms and conditions set out in this report.

Reasons:

To enable CLF to prepare the new school for the upcoming new school year whilst protecting the Council's interests relating to the risks associate with the occupation of the site prior to the academy lease being granted.

Other Alternatives Considered:

n/a.

Financial Implications:

None

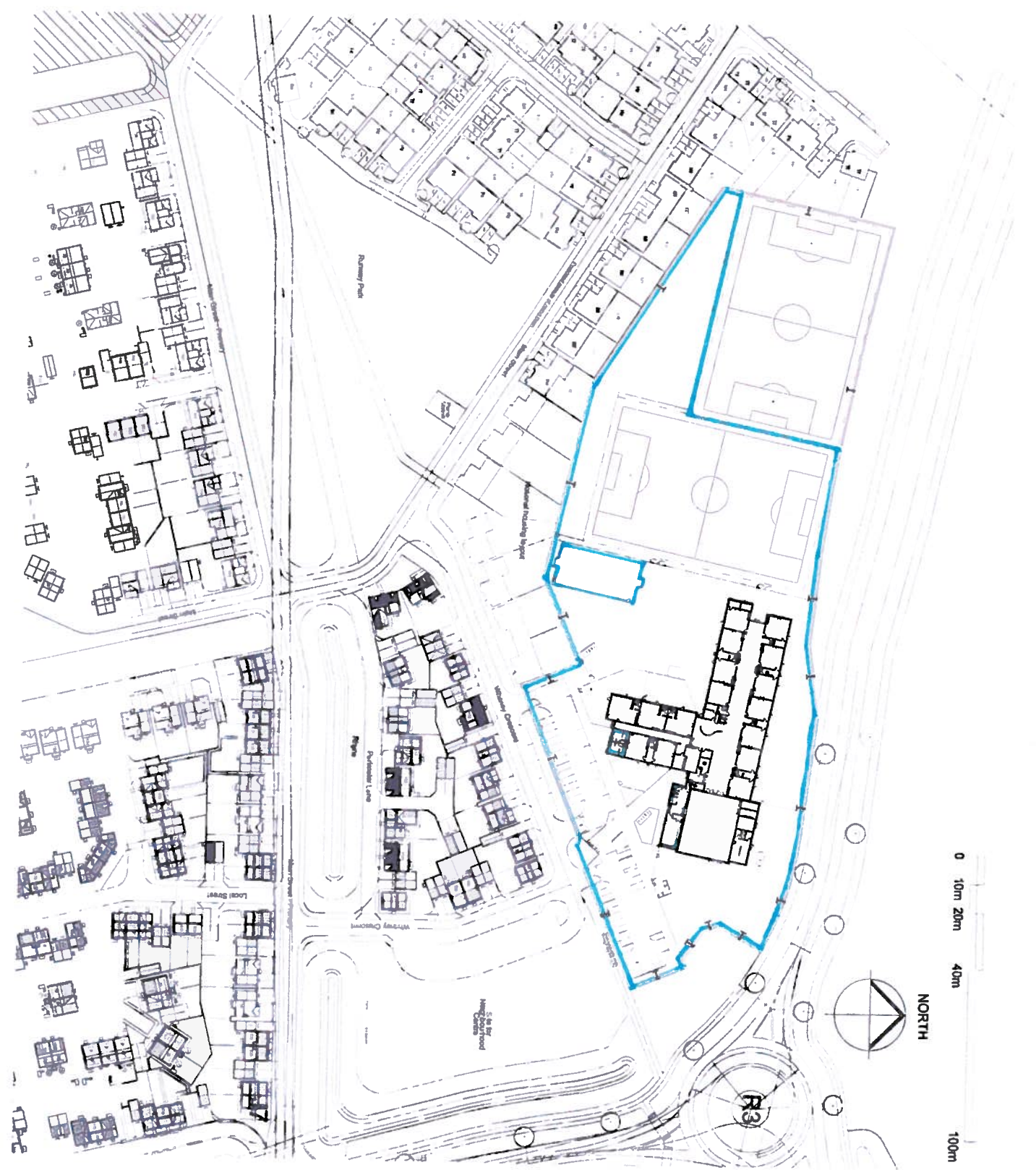
Implications for Future Years:

None.

Signed: TT Watts
Section 151 Officer, North Somerset Council

Dated: 14/7/2016





Responsibility is not accepted for errors made by others in reading from this drawing. All construction information should be taken from figures dimensions only.

0mm 50mm

A3
Original Sheet Size

Key

— Land transfer boundary to NSCC

T Denotes NSC responsibility for all boundary fences

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Haywood Village Primary School
Land North of Whitney Crescent, Haywood Village, Weston Alfield, Weston-super-Mare
Gloucestershire, U.K.

CONTRACT

NO.	DATE	BY	FOR
1	10.03.16	JD	JMK
PROJECT: Haywood Village Primary School		Drawing No: JMK/16/00150	
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