

REPORT TO CABINET MEMBER FOR DECISION

Open		Would any decisions proposed :		
Any especially affected Wards	Operational	(a) Be entirely within cabinet's powers to decide YES		
		(b) Need to be recommendations to Council NO		
		(c) Be partly for recommendations to Council NO and partly within Cabinets powers –		
Lead Member: Councillor David Pope E-mail: cllr.david.pope@west-norfolk.gov.uk		Other Cabinet Members consulted: Cllr Richard Bird, Cllr Elizabeth Watson, Cllr Paul Beale		
Lead Officer: Chris Bamfield E-mail: chris.bamfield@west-norfolk.gov.uk Direct Dial:		Other Officers consulted: David Thomason, Matthew Henry, Mike Walsh, Martin Chisholm, David Morton, Nathan Johnson		
Financial Implications YES	Policy/Personnel Implications NO	Statutory Implications NO	Equal Impact Assessment NO	Risk Management Implications YES
If not for publication, the paragraph(s) of Schedule 12A of the 1972 Local Government Act considered to justify that is (are) paragraph(s)				
Date meeting advertised: 05/02/13		Date of meeting decision to be taken: 11/02/13		
Deadline for Call-In: 18/02/13				

Date of meeting:

HUNSTANTON COMMUNITY CENTRE

Summary

The Hunstanton Community Centre is currently managed by the Borough Council, the Hunstanton Town Council have written to the Borough Council asking to take over the running of the centre. The report details plans to lease the Hunstanton Community Centre to Hunstanton Town Council for 10 years from April 2013. In addition, a licence will be given to the Town Council for three years for the grass spaces.

Recommendation

It is recommended that the Borough Council lease the Hunstanton Community Centre for 10 years to Hunstanton Town Council on terms as detailed in the report and provide a three year licence for the open grass areas.

Reason for Decision

To enable local operation of the Community Centre by the Town Council.

1. Introduction

A request has been made by the Hunstanton Town Council for the Borough to transfer the Community Centre to the Town Council. The purpose of this report is to agree the proposal.

2. Background

- 2.1 The Hunstanton Community Centre was run on a Trust basis until 2006. At this time the Trustees were ineffective in Management of the Centre and under the direction of the then Leader of the Council the Borough Council acquired the lease to the Community Centre from the County Council.
- 2.2 Over the period 2007/2009, the Borough carried out a full refurbishment of the centre at a cost of £226,000. This resolved the issues of previous lack of ongoing maintenance and dilapidation of the buildings.
- 2.3 The Community Centre is now managed through the Oasis/Resort Services operation who provide overall management and control.
- 2.4 The net cost of the centre in 2012/13 is £26,460 (excluding asset rentals) and this is charged against Hunstanton as a special expense.
- 2.5 In terms of the costs of the building, at present, the Borough Council does not charge for any corporate management of the centre as a support service other than £2,760 charged via financial services.
- 2.6 In managing the centre the Council had adopted arrangements that do not compete with other Council/Town Council facilities operated in Hunstanton, in particular, the Oasis Leisure Centre and the Hunstanton Town Hall.

3. Request from Town Council

The Hunstanton Town Council wrote to the Borough Council on 16 March 2012 requesting that:

“The Town Council, as a Quality Council, would like to express an interest in taking over the running of this special expenses facility as of 2013. With the Localism Act providing new freedoms for local authorities to respond to what local people want and with Hunstanton Town Council intending to gain the “general power of competence” as soon as is practicable, it is now a suitable time to start discussions regarding this”.

4. Issues

The Principle of the local management of the Community Centre by the Town Council fits with the arrangements in most areas of the borough.

- 4.1 The completed Deed of Covenant for the Community Centre allows the Council to lease the centre in whole or in part so long as the lease is sub 10 years and outside of the security of tenure premises of the 1954 Landlord and Tenant Act.
- 4.2 The Borough Council has identified the Community Centre as a possible operations base in the event of the loss of King's Court Council Offices in Business Continuity Planning. There is therefore, an intention to maintain an IT infrastructure in place to allow the use of the Community Centre quickly and easily in this eventuality.
- 4.3 The Community Centre is also identified as a rest centre in the Emergency Planning arrangements for the borough, for example, in the event of coastal flooding.
- 4.4 Consideration has been given to the potential for occasional use of the site for car parking in the event of seafront car parks being at capacity.

5. Proposal

- 5.1 Attached at Appendix 1 is a draft heads of terms. The details have been agreed with the Town Council.

6. Hunstanton Town Council

- 6.1 The Hunstanton Town Council has agreed to the arrangements and would like to take over operation of the Community Centre from 1 April 2013.

7. Personnel Implications

- 7.1 There are no permanent employees at the Community Centre. Caretaker staff operate on a casual basis.

8. Financial Implications

- 8.1 The current cost of the Community Centre is charged to Hunstanton under Special Expenses. This charge will cease and the Town Council will charge any relevant costs as part of their Precept. There are no other financial implications for the Borough Council.

9. Risk Management Implications

- 9.1 The Town Council will be responsible for all repairs and maintenance costs including any major works and will need to be able to fund any cost during the 10 year period. To mitigate the risk, the Town Council will establish a sinking fund for the Community Centre.

Signed:

Cabinet Member for

Date

Draft Heads of Terms

Grant of Lease

Hunstanton Youth and Community Centre, Avenue Road,
Hunstanton, Norfolk, PE36 5BW.

SUBJECT TO CONTRACT AND WITHOUT PREJUDICE

You should be aware that the Code for Leasing Business Premises in England and Wales 2007 strongly recommends you seek professional advice from a qualified surveyor, solicitor or licensed conveyancer before agreeing or signing a Business Tenancy agreement. The code is available through professional institutions and trade associations or through the web site www.leasingbusinesspremises.co.uk

Landlord:	Borough Council of King's Lynn and West Norfolk, King's Court, Chapel Street, King's Lynn, Norfolk, PE30 1EX.
Tenant:	Hunstanton Town Council, Town Hall, The Green, Hunstanton, PE36 6BQ.
Demise:	Hunstanton Youth and Community Centre and Car Park, Avenue Road, Hunstanton, Norfolk, PE36 5BW as edged red on the attached plan. Plans to follow.
Property:	Grounds and landscaped areas at Hunstanton Youth and Community Centre, Avenue Road, Hunstanton, Norfolk, PE36 5BW as edged green on the attached plan.
Children's Centre:	Children's Centre occupied by Norfolk County Council as edged brown on the attached plan.
Term:	10 Years from 1 st April 2013 or completion.
Term start date:	1 st April 2013 or completion.
Rent Free Period:	None.
Rent:	£1.00 per annum (if demanded) exclusive of business rates, taxes and all other outgoings.
VAT:	All rents and service costs quoted are exclusive of VAT.
Type of Lease:	Head Lease. This is also an 'Exempt Lease' in accordance with the terms of the deed of covenant dated 7 th November 2007 between the Borough Council of King's Lynn & West Norfolk and The Norfolk County Council.
Landlords Works:	None.
Tenant Works:	None.
Guarantor/Rent Deposit:	None.
Break Provision:	None.
1954 Act Protection:	The lease will be excluded from the security of tenure provisions of the 1954 Landlord and Tenant Act.

Rights Granted:	The Tenant will be permitted to operate up to 14 car boot sales within a calendar year within grounds of the Property without the requirement for Landlords consent and will be permitted to arrange other events within the grounds of the Property subject to the prior written consent of the Landlord.
Rights Reserved:	<p>The Landlord reserves the right to inspect the premises upon reasonable notice to ensure that the Tenant is complying with the terms of the lease.</p> <p>A room within the community centre (precise location to be agreed) will be reserved throughout the term of the lease to permit the Landlord to fit IT equipment and the Landlord will be permitted rights of access for repair and maintenance at all times.</p> <p>The Landlord will be provided with a right, on immediate notice to the Tenant, to take over the operation of the Demise for business continuity needs in the event of the loss of ability to occupy operational offices used by the Borough Council of King's Lynn & West Norfolk.</p> <p>The Landlord will also be provided with right to occupy the Demise on immediate notice to the Tenant as a rest centre for emergency planning purposes.</p> <p>The Landlord will be permitted to pass and re pass with or without vehicles over the entrance and Car Park and will be provided with the right to park vehicles within the said car park in the event of a business continuity or emergency planning need and also in relation to occasional service provision issues.</p> <p>Norfolk County Council are to be provided vehicular and pedestrian rights over the entrance and car park to permit access to their Children's day Centre as edged blue on the attached plan.</p>
Outgoings:	The Tenant will be responsible for the payment of all outgoing, services, utilities, charges and taxes arising from the occupation of the Demise.
Services and Service Charge:	The Tenant will be responsible for reimbursing the Landlord the annual insurance premium on demand in respect of the insurance of the Demise.
Landlords Services:	The Landlord will periodically maintain the grassed areas within the grounds of the Property.

Rent Payment:	The rent is to be paid annually in advance (if demanded).
Rent Review:	None.
User:	The premises shall be used for the purpose of community centre and ancillary uses and other such use as the Landlord will permit in writing.
Repairs :	<p>The Tenant will be responsible for maintaining the whole of the Demise, both internally and externally together with the Landlords fixtures and fittings and for maintaining the car park, pathways, entrance roadway and all hard surfaces and return the property to the Landlord in no worse state than currently exists as recognized by a photographic schedule of condition to be appended to the lease.</p> <p>The Landlord will periodically maintain the grassed areas within the grounds of the Property.</p> <p>The Tenant will be responsible for litter picking and keeping the grounds of the Property clean and free from rubbish and be responsible for the removal of all waste arising from the Tenants use of the Property. The Tenant will also be responsible for maintaining any formal planted areas and for maintenance of any enhanced planting.</p>
Schedule of Condition:	Photographic schedule of condition to be appended to the lease.
Dilapidations:	Dilapidations should be scheduled and given to the tenant for action six months before the termination date.
Insurance:	<p>The Landlord will insure the building structure against all perils. The Tenant will be responsible for reimbursing the Landlord the full cost of the annual insurance premium on demand. The Tenant will be responsible for insuring the contents of the Demise. The Tenant will indemnify the Landlord against all claims arising from the use of the premises.</p> <p>Note: Annual premium is estimated to be in the region of £440 but confirmation is awaited.</p>
Alienation:	Prohibited
Alterations:	Structural alterations are prohibited. Internal non structural alterations are permitted subject to Landlords consent which shall not be unreasonably withheld.
Planning and	The Tenant is to observe and comply will all planning and

Licensing:	licensing Acts, and be responsible for obtaining any necessary statutory consents relating to the tenants use and occupation of the building.
Other issues:	None
Conditions:	The letting is subject to approval of the Borough Council in accordance with the terms of the Scheme of Delegation.
Landlords Solicitors:	Legal Services Manager, Borough Council of King's Lynn & West Norfolk, King's Court, Chapel Street, Norfolk, PE30 1EX. The instructions likely to be issued to Ward Gethin Archer.
Tenant's Solicitors:	To be advised.
Landlord's Agent:	Property Services Manager, Borough Council of King's Lynn & West Norfolk, King's Court, Chapel Street, King's Lynn, Norfolk, PE30 1EX. FAO- Michael Walsh.
Tenant's Agent:	Not Known. All correspondence to be directed to the Town Clerk.
Costs:	The Tenant will be responsible for the payment of all legal costs (Legal costs capped at £1,000 plus VAT) and a contribution of £200 towards surveyors costs incurred in the grant of the lease.
Other Terms:	The lease shall contain other such terms and conditions as the Landlord considers necessary for the letting of this nature.

Please indicate your acceptance to the terms set out above relating to Hunstanton Youth and Community Centre, Avenue Road, Hunstanton, Norfolk by signing and dating in the space indicated below:-

Signed.....

Date.....