

Property Sub-Committee

Wednesday 1 May 2024

12:00

Oak Room, County Buildings, Stafford

The meeting will be webcast live and archived for 12 months. It can be viewed at the following link: <https://staffordshire.public-i.tv/core/portal/home>

John Tradewell
Deputy Chief Executive and Director for Corporate Services
23 April 2024

Agenda

1. **Apologies**
2. **Declarations of Interest**
3. **Minutes of the Meeting held on 6th March 2024** (Pages 5 - 6)
4. **Amendments to the Property-Sub Terms of Reference** (Pages 7 - 18)
5. **Transfer of Freehold - Ranton Primary School** (Pages 19 - 24)
6. **Academy Lease Approval - Doxey Primary School** (Pages 25 - 30)
7. **The Grange Centre Lease - Burton** (Pages 31 - 40)
8. **Eccleshall Library Lease** (Pages 41 - 48)
9. **Wombourne Cricket & Bowling Club** (Pages 49 - 64)
10. **Exclusion of the Public**

The Chairman to move:

"That the public be excluded from the meeting for the following items of business which involve the

likely disclosure of exempt information as defined in the paragraphs of Part 1 of Schedule 12A (as amended) of the Local Government Act 1972 as indicated below”.

Part Two

(All reports in this section are exempt)

11. **2 Church Road, Hixon** (Pages 65 - 74)
12. **10 Browning Street, Staffordshire County Council** (Pages 75 - 100)
13. **1 Sandpiper Drive, Stafford** (Pages 101 - 114)

Membership	
Mark Deaville	Alan White (Chair)
Ian Parry	Philip White (Vice-Chair)
Jonathan Price	

Notes for Members of the Press and Public

Filming of Meetings

Staffordshire County Council is defined as a Data Controller under the Data Protection Act 2018. The County Council has agreed that public meetings should be the subject of live web transmission 'webcasting'. Fixed cameras are located within meeting room for this purpose.

The webcast will be live on the County Council's website and recorded for subsequent play-back for 12 months. The recording will also be uploaded to YouTube. By entering the meeting room and using the seats around the meeting tables you are deemed to be consenting to being filmed and to the possible use of those images and sound recordings for the purpose of webcasting.

If you have privacy concerns about the webcast or do not wish to have your image captured, then please contact the Member and Democratic Services officer named at the top right of the agenda.

Recording by Press and Public

Recording (including by the use of social media) by the Press and Public is permitted from the public seating area provided it does not, in the opinion of the chairman, disrupt the meeting.



Minutes of the Property Sub-Committee Meeting held on 6 March 2024

Present: Alan White (Chair)

Attendance	
Mark Deaville Jonathan Price	Philip White (Vice-Chair)

Apologies: Ian Parry

Part One

53. Declarations of Interest

The following Member declared an interest in accordance with Standing Order 16.5:-

Member	Minute Nos.	Interest	Reason
Jonathan Price	57	Personal	Local Member

54. Minutes of the Meeting held on 7th February 2024

Resolved – That the minutes of the meeting held on 7 February 2024 be confirmed and signed by the Chairman.

55. Proposed leases for St Peter's C of E, (VC) First School & Talbot First School, Church Lane, Uttoxeter

The Sub-Committee were presented with proposals to grant a separate 125 year lease for St Peter’s Church of England First School, The Square, Marchington, Uttoxeter, ST14 8LN & Talbot First School, Church Lane, Kingstone, Uttoxeter, ST14 8QJ at a peppercorn rent. It was noted that no comment had been received from the local member.

Resolved – That a lease of the two sites set out in the Report Schedule in the standard format be approved.

56. Exclusion of the Public

Resolved - That the public be excluded from the meeting for the following item of business which involves the likely disclosure of exempt information as defined in the paragraph of Part 1 of Schedule 12A (as amended) of the Local Government Act 1972 as indicated below.

57. Property transactions for the Partnership Arrangement for Drug and Alcohol Services

The Committee considered a report to acquire leasehold premises around the County to provide Drug and Alcohol Treatment Centres through assignments of various current leases to Humankind, who currently provide the drug and alcohol treatment services for the County Council.

It was considered that the proposal would allow maintaining the continuity of services.

Resolved- That approval be given to:

- a) approve in principle taking lease assignments from Humankind on various properties around Staffordshire listed in Appendix 1 attached, to enable continuation of the Council's Drug and Alcohol treatment services.
- b) approve a new lease on the first floor of Offa House, Orchard Street, Tamworth for a term of 5 years at an annual rent of £30,000 to provide appropriate drug and alcohol treatment services.
- c) allow Midlands Partnership NHS Foundation Trust into occupation of each of the above premises under a sub lease or licence under a Section 75 agreement with the NHS most of which will be at peppercorn rent with the NHS paying other occupational costs in line with similar Section 75 agreements.
- d) Allow delegated authority to be given to the Assistant Director for Commercial and Assets to approve the finally agreed terms of each transaction.

Chair

Property Sub-Committee

Membership and Terms of Reference

Purpose:

1. To exercise full delegated executive powers to consider and make decisions on all land and property transactions where the County Council has an interest, and the value of that transaction is between £200,000 and below £2 million as defined in the schedule of decision-making authority appended to these Terms of Reference.
2. To advise the Cabinet on the contents of the property strategy for the use of land and property in which the County Council has an interest, including Economic Regeneration Sites, County Farms and Enterprise Centres.

Meetings Arrangements

The Sub-Committee will be convened in accordance with the Access to Information Rules and will meet at monthly intervals on dates published in advance in the County Council's calendar of meetings.

The [Deputy Chief Executive and](#) Director for Corporate Services, as Monitoring Officer, shall be the Proper Officer for the purpose of administering the Sub-Committee.

The provision for County Councillors to attend Cabinet meetings in accordance with the 'Local Member' provisions in the Constitution will be extended to permit attendance at Sub-Committee meetings.

Membership

The Sub- Committee will comprise:

- The Leader of the Council
- The Deputy Leader of the Council [and Cabinet Member for Economy and Skills](#)
- Cabinet Member for ~~Commercial Strategic Highways~~
- Cabinet Member for ~~Environment, Infrastructure and Climate Change~~ [Finance and Resources](#)
- Cabinet Member for Education (and SEND)

Chairman

The Sub-Committee will be chaired by the Leader of the Council or, in [his/her/their](#) absence, the Deputy Leader of the Council.

Quorum

The Quorum for the Sub-Committee shall be two members, one of which must be either the Leader or Deputy Leader.

In circumstances where both the Leader and Deputy Leader are unable to participate in discussions on an item (eg. due to the need to declare an interest), that item will be referred to Cabinet for determination.

The meeting will be adjourned if, having been quorate at the start, the Leader or Deputy Leader leave the meeting causing it to no longer be quorate and a reconvened meeting will be arranged or the remaining business will be carried over to the next scheduled meeting.

Any business which cannot wait until the reconvened or next meeting will be forwarded to cabinet for consideration if a meeting of the cabinet is scheduled prior to the reconvened or next scheduled Sub-Committee meeting.

Voting

Decisions will be made by majority vote. Where the votes cast are equal the chairman shall have a second or, casting vote.

Sub-Committee Decisions

The Sub-Committee may consider items referred to it from other levels in the decision-making structure appended to these Terms of Reference and may also refer to full Cabinet any issue within the Sub-Committees remit, on which it requires a wider view.

The Proper Officer shall decide whether a matter should be submitted to the Sub-Committee.

Any reports on which a member of the Sub-Committee has a conflict of interest shall be referred to full Cabinet for consideration.

Decisions made by the Sub-Committee shall relate to the responsibilities of the Executive only and are subject to the County Council's Budget and Policy Framework Rules, Call-in provisions, Access to Information Rules and Financial Regulations.

All decisions shall be taken on the basis of detailed written reports from the Cabinet Members and Lead Officers for Property Matters (either Strategic or Economic) , such reports shall include relevant advice from

other County Council Officers including, where appropriate, the Head of Scrutiny.

All decisions of the Sub-Committee shall be formally recorded and submitted to the next meeting of the Cabinet for information.

County Farms Tenancies Panel

The County Farms Tenancies Panel shall act as an advisory body for decisions made by, or on behalf of the Panel, on the allocation of County Farm Tenancies.

Review of Terms of Reference and Schedule of Decision-Making Levels

The Sub-Committee shall review the contents of this Terms of Reference and Schedule of Decision-Making Levels on a 2 yearly basis.

Any significant changes proposed will be referred to the Audit and Standards Committee and Full Council for consideration

Any minor or consequential amendments to keep the Terms of Reference and Schedule of Decision-Making Levels up to date with legislative requirements and/or to keep them in line with Council's decisions shall be authorised by the Deputy Chief Executive and Director for Corporate Services.

UPDATED ~~JULY 2023~~[April 2024](#)

Appendix 1

SCHEDULE OF DECISION MAKING LEVELS FOR PROPERTY MATTERS (July 2023)

TRANSACTION	CABINET	PROPERTY SUB CTTEE	OFFICERS Director for Corporate Services (see note 1 below)
Acquisitions - all interests (with exception to Leases and acquisition by private treaty following compulsory purchase)	All acquisitions at market value of £2m or above. Final Terms and any variation in Terms for ALL transactions to be approved by relevant Portfolio Holder	All acquisitions at market value of between £200,000 and below £2m Final Terms and any variation in Terms for ALL transactions to be approved by relevant Portfolio Holder	All acquisitions at market value below £200,000, and all Terms for those transactions
Disposals 1 Freehold – at best consideration	All disposals for best consideration at a market value of £2m or above. Final Terms and any variation in Terms for ALL transactions to be approved by relevant Portfolio Holder	All disposals for best consideration, at a market value between £200,000 and below £2m Final Terms and any variation in Terms for ALL transactions to be approved by relevant Portfolio Holder	All disposals for best consideration, at a market value of below £200,000, and all Terms for those transactions

TRANSACTION	CABINET	PROPERTY SUB CTTEE	OFFICERS Director for Corporate Services (see note 1 below)
2 Freehold – at undervalue	<p>Any disposal of a freehold at an undervalue, where the undervalue value is £2M or more</p> <p>NB: For an undervalue of £2m or more (including where the social economic environmental well-being criteria is not satisfied for an undervalue below £2m) approval by the Secretary of State is required under Section 123 of the Local Government Act 1972 and General Disposal Consent 2003</p> <p>Final Terms and any variation in Terms for ALL transactions to be approved by relevant Portfolio Holder</p>	<p>Any disposal of a freehold at an undervalue, where the undervalue value is less than £2m</p> <p>NB: In accordance with the General Disposal Consent 2003, the consent of the Secretary of State is not required under s123 of the Local Government Act 1972 for an undervalue of less than £2m if the disposal helps to secure the promotion or improvement of the economic, social or environmental well-being of the area.</p> <p>Final Terms and any variation in Terms for ALL transactions to be approved by relevant Portfolio Holder</p>	-

TRANSACTION	CABINET	PROPERTY SUB CTTEE	OFFICERS Director for Corporate Services (see note 1 below)
<p>3 Leasehold at best consideration (Granting or surrendering (including farm business tenancies)</p> <p>4 Leasehold at undervalue</p>	<p>All leasehold disposals for best consideration at a total rent over the term or a premium plus the total rent of £2m or above.</p> <p>Final Terms and any variation in Terms, <i>including Right of Renewal</i>, for all transactions to be approved by the relevant Portfolio Holder</p> <p>Any disposal of a leasehold interest in land for a term of 7 years or more where the undervalue value is £2M or more.</p> <p>NB: For an undervalue of £2m or more (including where the social economic environmental</p>	<p>All leasehold disposals for best consideration at a total rent over the term or a premium plus the total rent of between £200,000 and below £2m</p> <p>Final Terms and any variation in Terms, <i>including Right of Renewal</i>, for all transactions to be approved by the relevant Portfolio Holder</p> <p>Any disposal of a leasehold interest in land for a term of 7 years or more where the undervalue value is less than £2m</p> <p>NB: In accordance with the General Disposal Consent 2003,</p>	<p>All leasehold disposals for best consideration at a total rent over the term or a premium plus the total rent of below £200,000, and all Terms for those transactions, including <i>Right of Renewal</i></p> <p>-</p>

TRANSACTION	CABINET	PROPERTY SUB CTTEE	OFFICERS Director for Corporate Services (see note 1 below)
	<p><i>well-being criteria is not satisfied for an undervalue below £2m) approval by the Secretary of State is required under Section 123 of the Local Government Act 1972 and General Disposal Consent 2003. A short tenancy (granted for seven years or less, or the assignment of a term which has not more than seven years to run) is exempt from s123 requirements.</i></p> <p>Final Terms and any variation in Terms, <i>including Right of Renewal</i>, for all transactions to be approved by the relevant Portfolio Holder</p>	<p><i>the consent of the Secretary of State is not required under s123 of the Local Government Act 1972 for an undervalue of less than £2m if the disposal helps to secure the promotion or improvement of the economic, social or environmental well-being of the area.</i></p> <p>A short tenancy (granted for seven years or less, or the assignment of a term which has not more than seven years to run) is exempt from s123 requirements.</p> <p>Final Terms and any variation in Terms, <i>including Right of Renewal</i>, for all transactions to be approved by the relevant Portfolio Holder</p>	
Easements and Wayleaves (at best consideration)	Any Easement or Wayleave where the total premium,	Any Easement or Wayleave where the total premium, consideration and/or rent over the term is	Any Easement or Wayleave where the total premium,

TRANSACTION	CABINET	PROPERTY SUB CTTEE	OFFICERS Director for Corporate Services (see note 1 below)
<p>Easements at Undervalue</p>	<p>consideration and/or rent over the term is £2m or more</p> <p>Any Easement where the undervalue value is £2M or more.</p> <p>NB: For an undervalue of £2m or more (including where the social economic environmental well-being criteria is not satisfied for an undervalue below £2m) approval by the Secretary of State is required under Section 123 of the Local Government Act 1972 and General Disposal Consent 2003.</p> <p>Final Terms and any variation in Terms for all transactions to</p>	<p>between £200,000 and below £2m</p> <p>Any Easement where the undervalue value is less than £2m</p> <p>NB: In accordance with the General Disposal Consent 2003, the consent of the Secretary of State is not required under s123 of the Local Government Act 1972 for an undervalue of less than £2m if the disposal helps to secure the promotion or improvement of the economic, social or environmental well-being of the area.</p> <p>Final Terms and any variation in Terms for ALL transactions to be</p>	<p>consideration and/or rent over the term is below £200,000</p> <p>-</p>

TRANSACTION	CABINET	PROPERTY SUB CTTEE	OFFICERS Director for Corporate Services (see note 1 below)
	be approved by the relevant Portfolio Holder	approved by relevant Portfolio Holder	
Charges – to be granted to SCC over land disposed of with payments by instalments	Where land is disposed of with payment of a consideration in instalments in the future with a <i>total</i> value of £2m or more	Where land is disposed of with payment of the consideration in instalments in the future with a <i>total</i> value of below £2m	-
Acquisition of Leases (where SCC is the Tenant) - Taking or surrendering	Any lease where the total rent over the term or a premium plus the total rent is £2m or more	Any lease where the total rent over the term or a premium plus the total rent is between £200,000 and below £2m	Any lease entered into where the total rent over the term or a premium plus the total rent is below £200,000
Licences (and tenancies at will) – Taking or granting	Any licence where the total licence fee over the licence period is £2m or more	Any licence where the total licence fee over the licence period is between £200,000 and below £2m	Any licence where the total licence fee over the licence period is below £200,000.
Appropriations of Land	All Appropriations as authorised under section 122 of the Local Government Act 1972 (or any subsequent re-enactment thereof) including land for planning purposes as defined in section 246(i) of the Town and	-	-

TRANSACTION	CABINET	PROPERTY SUB CTTEE	OFFICERS Director for Corporate Services (see note 1 below)
	Country Planning Act 1990 (or any subsequent re-enactment thereof)		
Other Transactions (e.g. Overage and Clawback)	Any disposal of land by Staffordshire County Council which contains overage or clawback should be reported to Property Sub-Committee but escalated to Cabinet if required.		
Notices to Terminate a Lease))To be covered by general delegations to Director for Corporate Services (Head of Property) and Director for Economy Infrastructure and Skills))		
Rent Review			
Authorised Guarantee Agreements (where SCC is the tenant)	Any departure from the policy of SCC of not entering into Authorised Guarantee Agreements in the capacity of Tenant – to be reported to Property Sub-Committee for initial consideration.		
Dilapidations- Settling of claims where SCC has been the tenant	Any claim totalling £2m or above	Any claim totalling between £200,000 and below £2m	Any claim totalling below £200,000
Acquisition of land by private treaty in connection with a Compulsory Purchase Order	Acquisitions made in furtherance of a compulsory purchase order to be delegated to the relevant Director in accordance with the original cabinet authority for the compulsory purchase order		

TRANSACTION	CABINET	PROPERTY SUB CTTEE	OFFICERS Director for Corporate Services (see note 1 below)
Development Agreements	-	All [<i>but escalated to Cabinet if required</i>]	-
Joint Use Agreements	Covered in main Scheme of Delegation to SLT members		
Removal of Restrictive Covenants	Any removal where the payment is £2m or more	Any removal where the total payment is between £200,000 and below £2m	Any removal where the total payment is below £200,000
Exclusivity/Lock out Agreements	-	All [<i>but escalated to Cabinet if required</i>]	-
Memorandum of Understanding	Covered in main Scheme of Delegation to SLT members		
Pre-emptions and Options	Where the total value of the property is £2m or above	Where the total value of the property is between £200,000 and below £2m	Where the total value of the property is below £200,000

Notes

1 Officers are reminded that before exercising any of the delegated powers below consideration should be given to whether there are any wider issues which should be taken into account which make it more appropriate for the decision to be made at member level.

To assist the following criteria is provided as a guide (although not exhaustive):

Officer Decision	Uncontroversial
	Covered by the sub scheme of delegation
	In accordance with agreed policy and budget provision
	Related to current/existing service provision

Member Level Decision	Controversial
	Direct impact on 'Customers'
	Politically Sensitive
	Not covered by policy or budget provision
	Related to new service provision/innovation

2. All decisions can be referred to a higher tier in the decision-making structure

Property Sub-Committee – 1 May 2024**Recommendations by Cllr Mark Deaville - Cabinet Member for Commercial Matters****Item Title**

Part of the playing field (14.04 sqm of land) at All Saints C of E (VC) Primary School, Bourne Avenue, Ranton, Stafford, Staffordshire, ST18 9JU shown edged red on the attached plan ("Property").

PID 260

Electoral Division

Seighford & Church Eaton

Local Member Interest

Mark Winnington

Recommendations

The transfer of the freehold interest in the Property required under the School Standards and Framework Act 1988 as amended by the Education and Inspections Act 2006 ("the Acts").

Transaction Summary**1. Current Arrangements**

The Staffordshire County Council ("Council") currently own the Property.

The Lichfield Diocesan Board of Education (The Vicar of Ranton) of St Mary's House The Close, Lichfield, Staffs WS13 7LD currently own the school ("Trustees").

2. Proposals

A Transfer of the freehold interest in the Property required under the "the Acts" to the Trustees.

3. Undervalue Transaction

The statutory transfer of the Property will not be for value as it is not discretionary or a matter for the Council to approve but is required by legislation in accordance with the Acts.

The requirements of the Acts override the Council's duty under Section 123 of the Local Government Act 1972 to secure best consideration.

Supporting Details

4. Background Information

Under the Acts the Council is required to transfer land (other than playing fields) which is held or used by a local authority for the purposes of a school to the Trustees of a school which has changed category, to foundation, voluntary aided, voluntary controlled or foundation special schools. Land includes the building and structures attached to it.

A basic need expansion project carried out in 2017 increased the footprint of the school building occupied by the Trustees, however, the extension encroached onto the playing field.

The Trustees in accordance with the Acts have called for the footprint of the land where the school building was extended on to be transferred to them and the Council is required under the Acts to transfer the Property for nil consideration.

Under the Acts the Council must pay the legal costs, land registry fee and any disbursements for the registration of the Property into the Trustees name.

Section 123 of the Local Government Act 1972 provides that, except with the consent of the Secretary of State, the Council shall not dispose of land, other than by way of a lease for seven years or less, for a consideration less than the best that can be obtained. Whilst that provision is overridden by the provisions of the Acts, it remains the case that transfers at less-than- best consideration for the purposes of the Council's policy on such disposals will require Property Sub-Committee approval.

5. Alternative Options

None

6. Implications of transaction for County Council (Risks)

(a) Strategic: To include contribution transaction makes to outcomes listed in the Strategic Plan *

None

(b) Financial:
Capital costs/income
Revenue costs/income
Change in Property running costs

From completion of the transfer, the Property will be owned by the Trustees who will be responsible for the maintenance of the whole of the school site which will include the Property.

(c) Operational:

None.

(d) Legal:

None as the whole of the Property is not occupied or used by any third parties or any other part of the community.

7. Community Impact *

The school will continue as normal so the community will not be impacted.

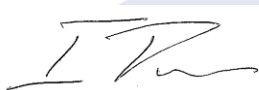
8. Comment by Local Member

Not consulted.

9. Support/Approval of the Proposal

Proposal supported by approved by Assistant Director for Commercial and Assets

Signed:



Name: Ian Turner

Date: 11.04.24

Signed:



Name: Stuart Lane, Head of Schools Asset Strategy

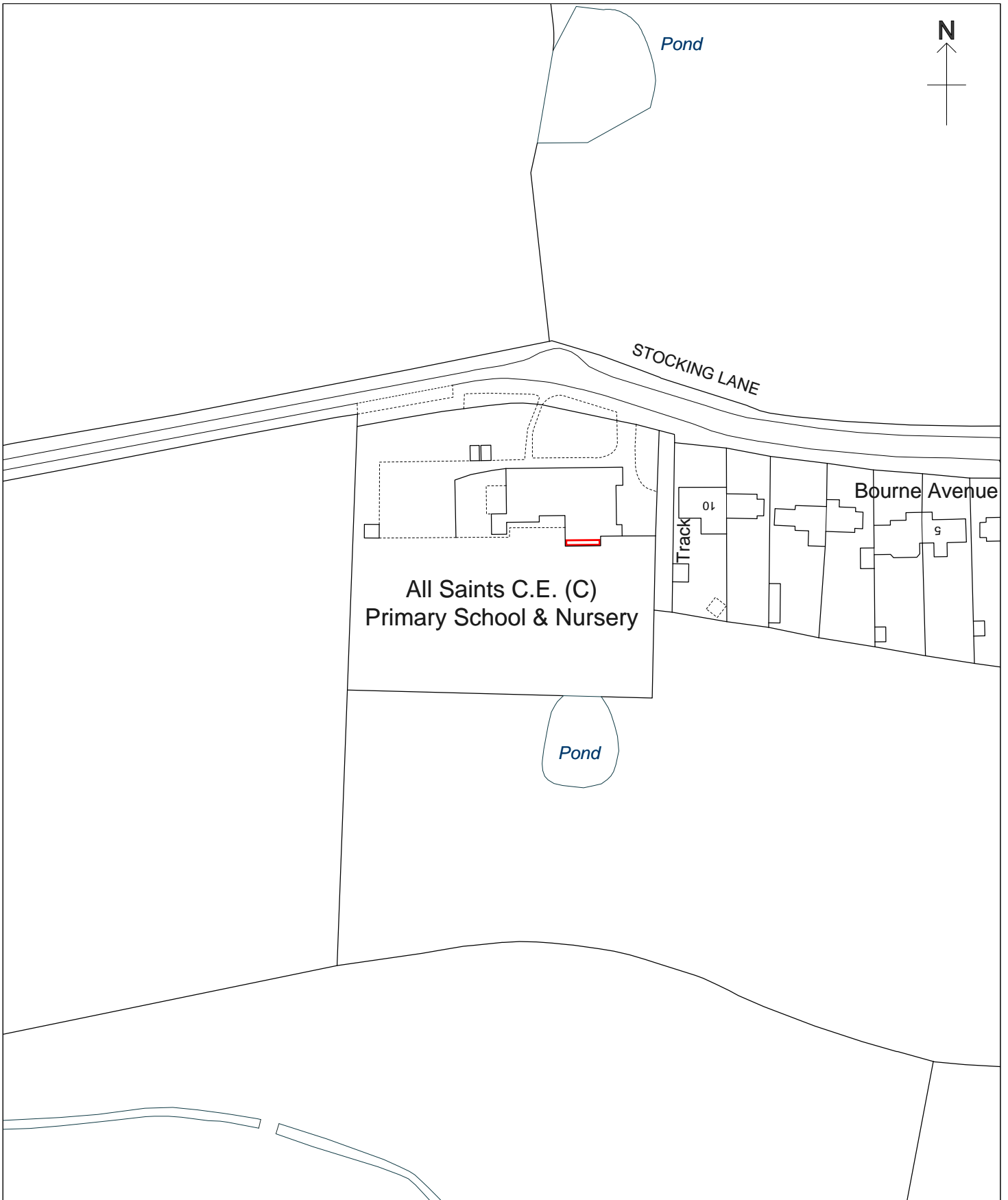
Date: 15.04.24


10. Background Documents

No previous reports are relevant to this transaction/proposal

*3 priority Outcomes for the people of Staffordshire are:

- To be able to access more good jobs and feel the benefits of economic growth.
- To be healthier and more independent
- To feel safer, happier, and more supported in their community.



Scale: 1:1250	Title:	 Staffordshire County Council
Paper Size : A4	All Saints CE(VC) Infants School	
Date: 15/02/2024	Stocking Lane	
Plan Ref: 260	Ranton, Stafford	
	ST18 9JU	
Page 23		
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Property Sub-Committee – 1 May 2024

**Recommendations by Cllr Mark Deaville - Cabinet Member for
Commercial Matters**

Item Title

Proposed Leases to Academies

Electoral Division

See Schedule

Local Member Interest

See Schedule

Recommendations

Lease of the Sites set out in the Schedule in the standard format be approved.

Transaction Summary

1. Current Arrangements

The Sites set out in the Schedule are owned by Staffordshire County Council and are used by the Schools detailed in the Schedule.

2. Proposals

A separate 125 year Lease of the Sites set out in the Schedule.

These Leases will be granted at a peppercorn rent and are therefore not for value. It is a standard form Lease in accordance with the requirements of the Department of Education.

There is no statutory obligation to enter into the Lease but it is the Department of Education's expectation that a Lease of the Sites will be granted to allow the Academy to run from the Sites.

The consent of the Secretary of State has to be obtained before any Lease is completed.

3. Undervalue Transaction

The lease transaction is not for value but it is an expectation of the Secretary of State for the standard Academy Lease to be granted.

Supporting Details

4. Background Information

As stated above, it is a requirement/expectation of the Secretary of State that Staffordshire County Council grant a Lease to an Academy in the standard form when a school converts to an Academy. The consent of the Secretary of State is required prior to completion of any Lease.

5. Alternative Options

None

6. Implications of transaction for County Council (Risks)

(a) Strategic: To include contribution transaction makes to outcomes listed in the Strategic Plan *

None

(b) Financial: **Capital costs/income** **Revenue costs/income** **Change in Property running costs**

From completion of the Lease the Sites will be the responsibility of the Academy who will be responsible for maintenance of the Sites during the term of the Leases.

(c) Operational:

None

(d) Legal:

None as the whole of the Sites are occupied by the Schools and no part thereof is used by any third parties or any other part of the community.

7. Community Impact *

The school will continue as normal so the community will not be impacted.

8. Comment by Local Member

Local members informed of academisation and the proposed lease any specific comments will be reported to the committee.

9. Support/Approval of the Proposal

Proposal supported by approved by Assistant Director for Commercial and Assets

Signed: 

Name: Ian Turner

Date: 11.04.24

10. Officer advising on this transaction

Signed: 

Name: Stuart Lane

Date: 08.04.2024

11. Background Documents

No previous reports are relevant to this transaction/proposal

*3 priority Outcomes for the people of Staffordshire are:

- To be able to access more good jobs and feel the benefits of economic growth
- To be healthier and more independent
- To feel safer, happier and more supported in their community.

SCHEDULE Property Sub Committee 1 May 2024

Site and PID Number	Location / Electoral Division	Local Member	School Type and Land to be Leased	Conversion Date	Academy/MAT
Doxey Primary and Nursery School, Doxey Road, Doxey, Stafford, Staffordshire, ST16 1EG PID 170	Stafford District, Doxey and Castletown	Mark Winnington	Community School, School building and playing field	1 September 2024	The Creative Learning Partnership Trust, Hempstalls Primary School, Collard Avenue, Newcastle under Lyme, ST5 9LH

Property Sub-Committee - Wednesday 01 May 2024

Leasing of Part of The Grange Centre, Burton-on-Trent to Burton Albion Community Trust

Leasing of part of The Grange Centre, Grange Street, Burton-on-Trent DE14 2ER to Burton Albion Community Trust.

Property ID: 3036

Local Member:

Arshad Afsar – Burton Town

Recommendation(s) by Mark Deaville – Cabinet Member for Commercial Matters

To grant a lease of part of the Grange Centre Grange Street, Burton-on-Trent to Burton Albion Community Trust (BACT) for a period of 5 years from 24th June 2024 at a peppercorn rent with apportionment of service charges and maintenance as agreed per occupied areas.

Final terms and conditions to be delegated to the Assistant Director for Commercial and Assets.

Transaction Summary

To grant a lease to Burton Albion Community Trust for a period of 5 years from 24th June 2024 at a peppercorn rent and apportionment of all other services costs provided by the County.

1. Current Arrangements

BACT currently occupy the accommodation edged blue on the attached plan at The Grange Centre under a Tenancy at Will, paying a fixed monthly service charge of £685.18 and peppercorn rent. In addition, BACT take responsibility for internal repairs and maintenance and they contribute a proportion of gas, electricity, and water charges, as these are shared facilities, at 37% of overall building costs.

2. Proposals

To grant a lease outside the security of tenure provisions of the Landlord and Tenant Act 1954 for 5 years from 24th June 2024 to BACT, at the nominal rent of £1 per annum (if demanded), subject to them paying 37%

of the services provided by the County, with BACT responsible for all the cost of internal repairs and maintenance of the area the wholly occupy. There will be an opportunity for SCC to break the lease at the end of the third year, subject to 6 months' prior written notice. BACT are also to be solely responsible for windows/doors/glazing and all internal fixtures and fittings which exclusively serve their demised areas together with a proportion of any works required to shared external areas. BACT will have the continued use of 17 car spaces, as per the tenancy at will, and will contribute £1000+VAT and disbursements towards our legal costs.

3. Undervalue Transaction

The letting is at an undervalue to reflect their services to the local community. The amount of undervalue is estimated to be circa £13,000 to £15,000 pa.

Supporting Details

4. Background Information

BACT have occupied the accommodation at The Grange Centre since 2015. The original intention was to replace the Tenancy with a formal lease, but due to strategic discussions about the future of the building, the item was not concluded.

Due to recent decisions in respect of the wider Burton accommodation strategy, it is now felt that the County is able to agree to a 5-year lease to regularise occupation. Meetings held with BACT representatives, earlier in the year, similarly agreed that providing assurance of occupation for them would be beneficial, even if only for 5 years.

BACT have been a long-term provider of community activities and support several Charities in the area. These are set out in Appendix 1. The list shows a comprehensive list of local groups using the building and to support BACT in providing these services to the local community.

5. Alternative Options

Not discussed, BACT already occupy under a Tenancy at Will and currently the accommodation areas they occupy are not required for County requirements.

6. Implications of Transaction for County Council (Risks)

Operational: This enables SCC to support a local group in the delivery of community services.

7. Community Impact*

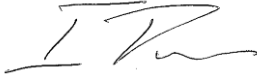
This proposal would assist the Council in satisfying all three of its priority outcomes in view of the use of the premises for the activities listed in Appendix 1.

8. Comments from Local Member

CLlr Afsar has been asked for his comments/views on this transaction.

9. Support/Approval of the Proposal

Proposal supported by / approved by Assistant Director for Commercial and Assets

Signed: 

Name: Ian Turner

Date: 17th April 2024

10. Author/Valuer/Officer(s) Advising on this Transaction

Report Author: Peter Townley
Job Title: Principal assistant estates and valuation surveyor
E-Mail Address: peter.townley@staffordshire.gov.uk

List of Background Documents/Appendices:

Appendix 1: showing group activities in the building.
Appendix 2: Site Plan
Appendix 3: Floor Plan

- *3 priority Outcomes for the people of Staffordshire are:
- To be able to access more good jobs and feel the benefits of economic growth
 - To be healthier and more independent
 - To feel safer, happier and more supported in their community.

APPENDIX 1

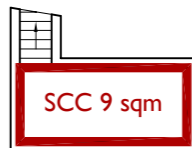
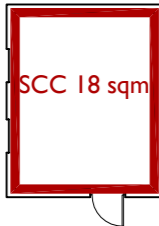
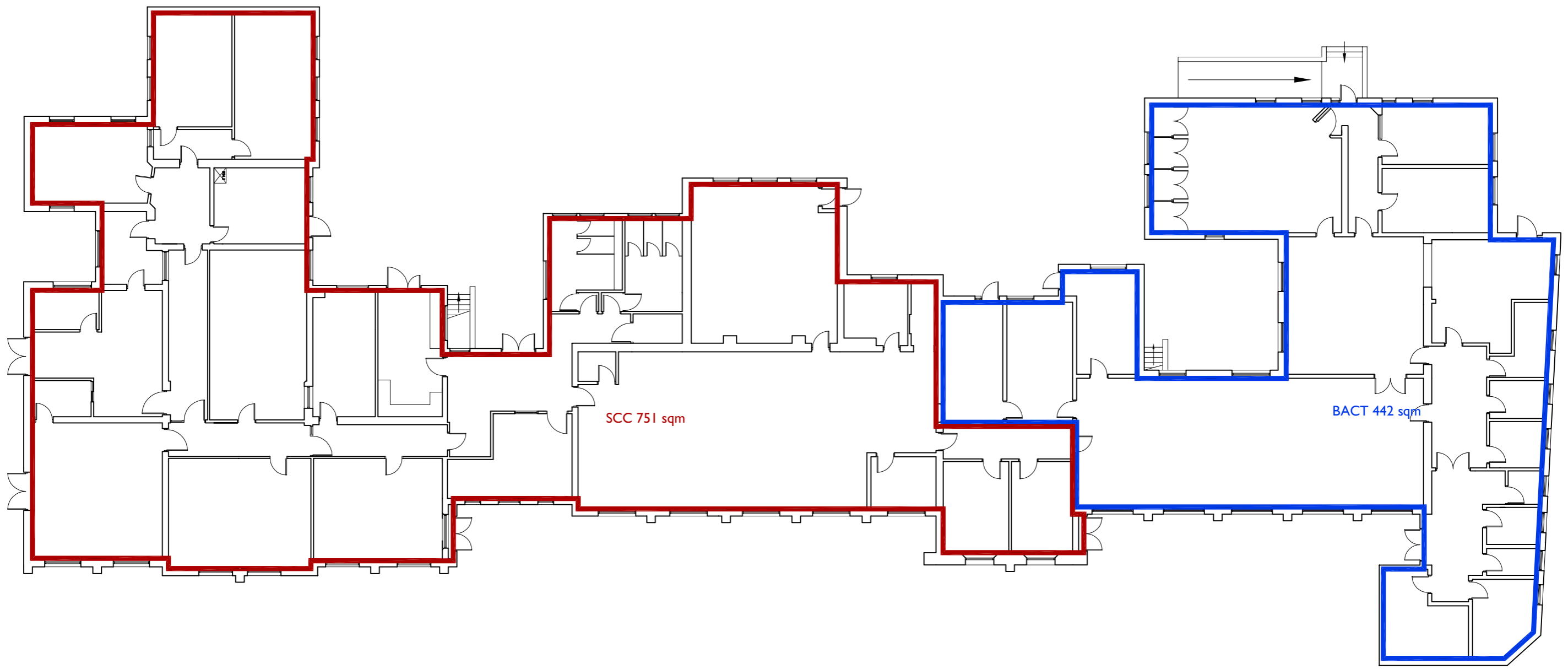
THE GRANGE CENTRE


GRANGE ST

BURTON ON TRENT DE14 2ER

Burton Albion Community Trust users of the centre:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
AM (9-12)	Alternative Education	Alternative Education	Alternative Education	Alternative Education	Alternative Education	Used for weekend bookings	Closed
PM (12-3)	Alternative Education	Alternative Education	Alternative Education	Alternative Education	Alternative Education	Used for weekend bookings	Closed
PM (3-5)	Yoga	Badminton Over 50's	Disability meal club	Bereavement Help Group	Stretch and Relax		
EV E (5-8)	Young Carers Group	Police Cadets	Junior Disability session	Derby Uni Carers Group	Kicks Dance		



Notes G0011 & G0012 merged	
 Staffordshire County Council	
Finance and Resources - Strategic Property Wedgwood Building, Tipping Street, Stafford, ST16 2DH TEL: 0300 111 8000 FAX: 01785 215153	
Ref 3036	Revision
Date Jan 2019	Scale NTS
Drawing No	Paper Size A3
Title Grange Centre, Grange Street	
Burton-upon-Trent	
DE14 2ER	



Scale: 1:1000

Paper Size : A4

Date: 20/09/2023

Plan Ref: 3036

Title:

Grange Centre

Grange Street

Burton-upon-Trent

DE14 2ER



Property Sub-Committee - Wednesday 01 May 2024

Granting new lease on Eccleshall Library

Granting a new lease on Eccleshall Library, 20 High Street, Eccleshall, Staffordshire ST21 6BZ to Eccleshall Parish Council to enable them to run a community managed library facility there.

Property PID 934

Local Member:

Cllr Jeremy Pert – Eccleshall

Recommendation(s) by Councillor Mark Deaville – Cabinet Member for Commercial Matters

- a. To approve the granting of a new five year lease from 5th August 2024 of the premises known as Eccleshall Library, 20 High Street, Eccleshall, Staffordshire ST21 6BZ to Eccleshall Parish Council at a rent of £1 per annum if demanded to run a community managed library, with an option to renew for a further term of five years on similar terms.
 - b. The terms of the lease will be very similar to the format of leases agreed for other community managed libraries in the County with approval of the precise terms of the agreement being delegated to the Assistant Director for Commercial and Assets.
-

Transaction Summary

To lease the property known as Eccleshall Library, 20 High Street, Eccleshall, ST21 6BZ to Eccleshall Parish Council for a term of five years from 5th August 2024 at a rent of £1 per annum if demanded for them to run a community managed library from the premises.

1. Current Arrangements

Currently the library is operated by Eccleshall Mercia Community Library Community Interest Company (A community interest company formed by the local Eccleshall Mercia Rotary Club) on a five year lease which is due to expire on 4th August 2024.

2. Proposals

It is proposed to grant a new 5 year lease from 5th August 2024 at a rent of £1 per annum if demanded to Eccleshall Parish Council to run a community managed library from the premises. The lease will be in a similar format to those granted on the other community managed libraries throughout the County and will be subject to very similar standard conditions and obligations that have been inserted into other community managed library leases to ensure the smooth running of the premises as a community managed library. The tenant will pay contributions set out in the lease towards utility and cleaning costs, and there will also be an option in the agreement for the tenant to renew for a further five year term at the end of the initial lease.

3. Undervalue Transaction

The letting at a rent of £1 per annum if demanded would be at an undervalue but the proposed tenant is undertaking the task of running the local library on behalf of the County Council along the lines of a model which the County Council set up some 6 plus years ago and which has seen many local libraries across the County being run by local groups and associations for the benefit of their communities. It would be difficult to assess an undervalue here if we were to assume that we were granting a lease to a party with an obligation to run the property as a public library only, as there would be very little desire from anyone in the market to pay rent with these obligations to perform.

Supporting Details

4. Background Information

- 4.1. This property is currently being run as a community managed library by Eccleshall Mercia Community Library CIC which we believe is effectively largely managed by the local Rotary Club. This original lease was drawn up on the same basis as the significant number of other leases on County Council library premises that were set up around 5 to 7 years ago, a scheme which has seen the establishing of a number of very successful local community managed libraries.
- 4.2. The current lease runs for a term of 5 years from 5th August 2019 and therefore expires on 4th August 2024. The current tenants have not exercised their right to renew the agreement for a further period of five years, and hence negotiations began with other parties who may have a potential interest in running this important local facility in the future.

4.3. These discussions have led to agreement being reached with Eccleshall Parish Council to take a new five-year lease at a nominal £1 per annum rent on the expiry of the current agreement. The proposed lease will follow the same format as the leases on the other community managed libraries throughout the County with the tenant paying a contribution to the County Council of the utility, cleaning and maintenance costs of the building. The tenant would also be given an option to renew for a further term of 5 years to bring it into line with other community managed library leases which began five years or so ago, and which contained two options to renew for five year terms. As the lease would be at a very nominal rent, and therefore in theory an undervalue, we are seeking this Sub-Committee's approval for the proposal which would enable this important local facility to continue to operate into the future.

5. Alternative Options

There are no viable alternative options other than taking back the library function in-house or closing the library, neither of which would be desirable either for the County Council or the local community.

6. Implications of Transaction for County Council (Risks)

Strategic – No strategic risks have been identified with this proposal.

Financial – The financial risks to the County Council have been mitigated under this proposal with the tenant contributing to the County Council's costs in running the building but otherwise covering the remaining operating costs themselves.

Operational – The proposed new agreement will be drawn up regulating the operation of the facility in line with other community managed libraries to minimise any operational risks to the County Council.

Legal – No specific legal risks have been identified in proceeding with this proposal.

7. Community Impact*

The proposed new lease will enable the library facility to remain open and available for the benefit of the local residents to help facilitate achieving all three priority outcomes for the people in the area.

8. Comments from Local Member

To be reported to the Committee if comments are received.

9. Support/Approval of the Proposal

Proposal supported by / approved by Assistant Director for Commercial and Assets

Signed: 

Name: Ian Turner

Date: 18th April 2024

10. Author/Valuer/Officer(s) Advising on this Transaction

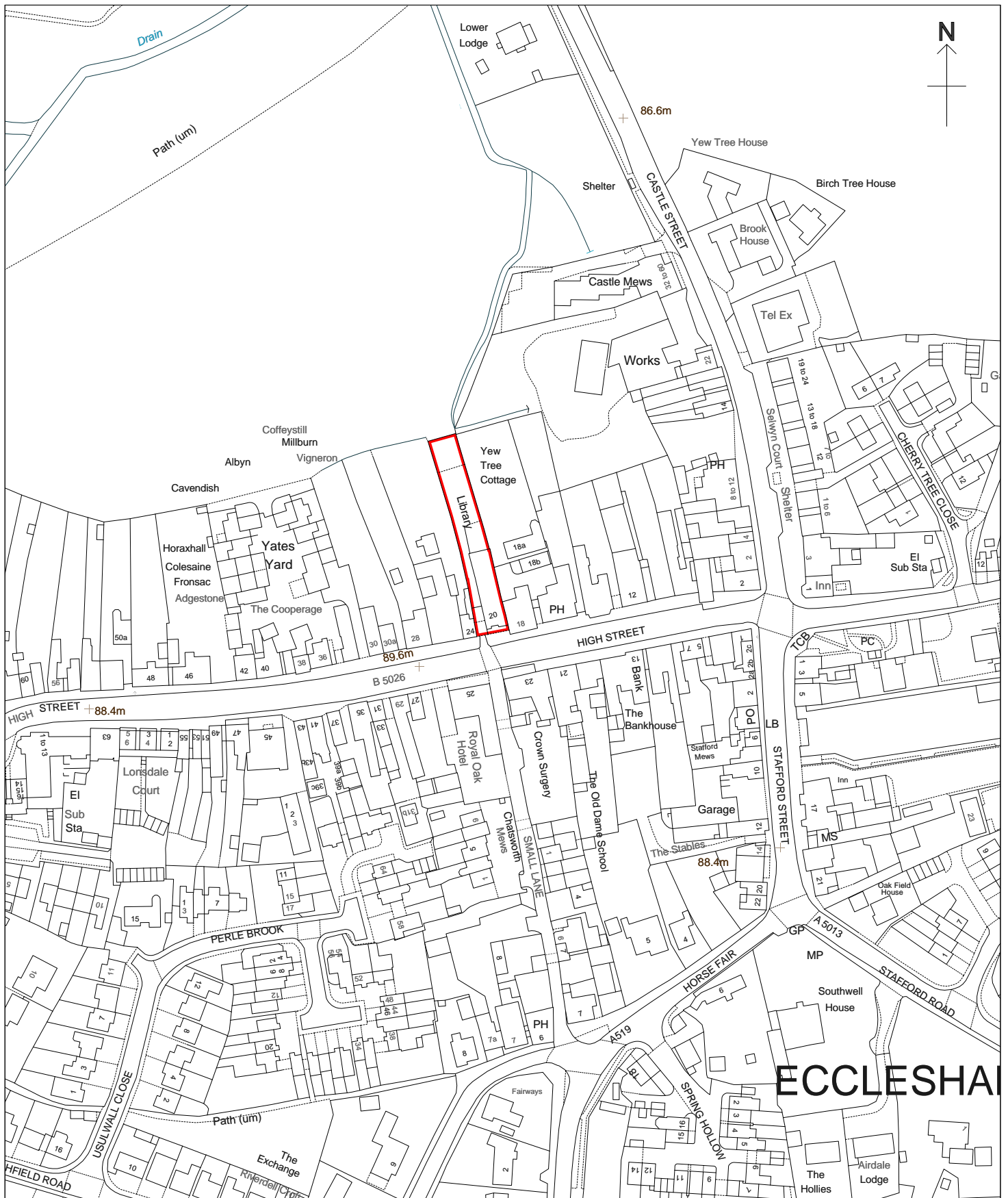
Report Author: Paul Causer
Job Title: Estates and Valuation Manager
E-Mail Address: paul.causer@staffordshire.gov.uk


List of Background Documents/Appendices:

Appendix 1 showing site plan of the property.

*3 priority Outcomes for the people of Staffordshire are:

- To be able to access more good jobs and feel the benefits of economic growth
- To be healthier and more independent
- To feel safer, happier and more supported in their community.



Scale: 1:2000	Title:	
Paper Size : A4	Eccleshall Library	
Date: 18/04/2024	20 High Street	
Plan Ref: 934	Eccleshall	
	Stafford, ST21 6BZ	
Crown copyright and database rights 2024 Ordnance Survey Licence Number AC0000849944		Page 45



Property Sub-Committee - Wednesday 01 May 2024

To take a surrender of the existing lease of Wombourne Cricket Tennis and Bowling Club premises and grant a new Lease to the newly formed Charity.

Property PID 802

Local Member:

Mike Davies - Wombourne

Recommendation(s) by Mark Deaville – Cabinet Member for Commercial Matters

To take a surrender of the existing lease from members of Wombourne Cricket, Tennis and Bowling Club and grant a new lease for a period of 20 years from 1st January 2024 until 31st December 2043 at a peppercorn rent to Wombourne Cricket Tennis and Bowling Club (Charity number 1206678).

The final terms and conditions to be delegated to the Assistant Director for Commercial and Assets.

Transaction Summary

To take a surrender of the lease of 4th February 2011 and grant a new lease for 20 years to the Charity known as Wombourne Cricket tennis and bowling club. The Charity was formed in January 2024.

1. Current Arrangements

The premises are leased to 3 members of the Wombourne Cricket, Tennis and Bowling Club acting as representatives of the organisation, for a term expiring in February 2031. The lease is on a £1 per annum basis and the current lease passes all obligation to the Club, aside from maintenance of iron railings, which remain with the County.

2. Proposals

The club wishes to continue occupying the accommodation, but for financial reasons they have formed a Charity to secure the future of the club. The existing lease is to the members and cannot be assigned to another party. The proposal is to surrender the current lease and to grant a new agreement for 20 years at a peppercorn rent to the Charity. SCC have taken the opportunity to amend the terms to make the club responsible for all maintenance of the perimeter fencing, the new lease to be on otherwise similar terms.

3. Undervalue Transaction

The club provide an important local facility and fulfil our criteria for assistance in charging a nominal rent (if demanded). The site was gifted to SCC in 1943 with strict terms and conditions for use which restrict the ability for the County to find alternative uses or occupation of the property and land.

Supporting Details

4. Background Information

The land was transferred to the County in title in 1945 from a local family as a gift. The transfer includes a covenant restricting use of the land for the use of Wombourne Cricket, Tennis and Bowling Club and no other use whatsoever.

This is an important and well used local facility within the village. The club appears well run and to provide future security they have formed a Charity to manage the club.

The club recently approached the County to request the ability to enter a new lease in the name of the Charity. The extended term will allow them to further invest in the ground, but still within the constraints of the original restriction on title.

5. Alternative Options

In view of the covenants in our title and the benefit shown to the people of Wombourne by the club, no alternatives have been discussed and no other club has been identified as a suitable alternative.

6. Implications of Transaction for County Council (Risks)

No risks have been identified.

7. Community Impact*

To enable the people of Staffordshire to be healthier, more independent, feel safer, happier and more supported in their community.

8. Comments from Local Member

Cllr Mike Davies has confirmed he has no further comments

9. Support/Approval of the Proposal

Proposal supported by / approved by Assistant Director for Commercial and Assets

Signed: 

Name: Ian Turner

Date: 18/4/24

10. Author/Valuer/Officer(s) Advising on this Transaction

Report Author: Peter Townley
Job Title: Principal Assistant Estates and Valuation Surveyor
E-Mail Address: peter.townley@staffordshire.gov.uk

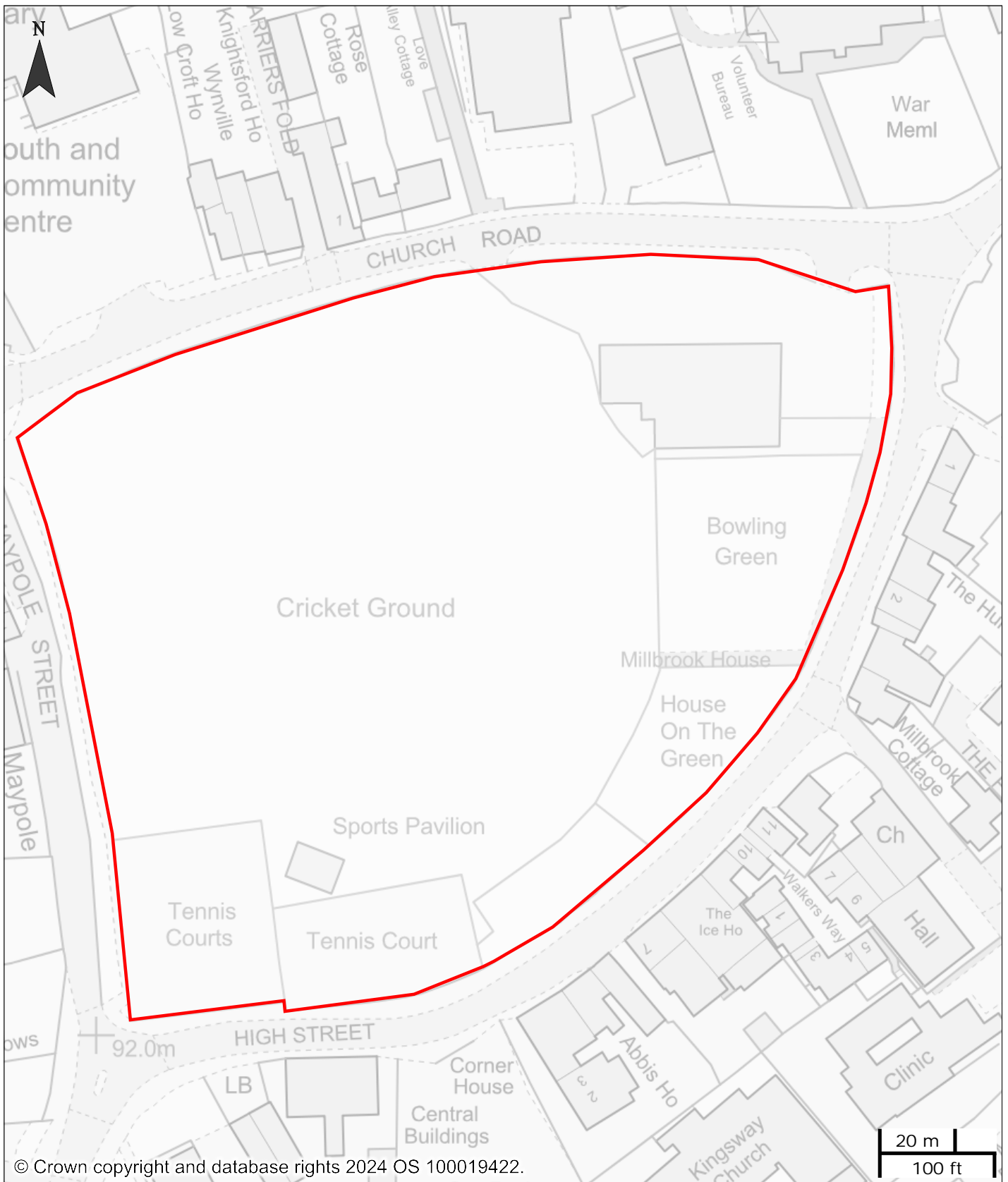
List of Background Documents/Appendices:

Appendix 1: Current lease

Appendix 2: Plan

*3 priority Outcomes for the people of Staffordshire are:

- To be able to access more good jobs and feel the benefits of economic growth
- To be healthier and more independent
- To feel safer, happier and more supported in their community.



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www.staffordshire.gov.uk/maps.

Site Plan: 1:1000 @ A4

DATED 4 February

201~~0~~¹ ER

STAFFORDSHIRE COUNTY COUNCIL

to

JOHN PHILLIPS, JOAN SIVITER AND ANDY LOCHEAD

LEASE

in respect
of land at The Green, Church Road, Wombourne
in Staffordshire

Staffordshire County Council,
Law and Democracy,
16 Martin Street,
Stafford,
ST16 2LG

16/08/2010 – 3/ER/EV345A

Fraser Macnamara Solicitors
Certify that this is a True Copy
of the Original Document

Dated 10th day of February 2011

**Land Registry
Prescribed Clauses**

LR1	Date of Lease: ...4...February.....2010 ^{EE}
LR2	Title Number(s)
LR2.1	Landlord's Title Number: SF513346
LR2.2	Other Title Numbers:
LR3	<p>Parties to the Lease:</p> <p>Landlord: Staffordshire County Council of County Buildings, Martin Street, Stafford. ST16 2LG</p> <p>Tenant: John Phillips of Wodehouse, Wombourne, WV5 9BW, Joan Siviter of 32 Cannon Road, Wombourne, WV5 9HR and Andy Lohead of 1 The Granary, High Street, Wombourne, WV5 9DN</p>
LR4	<p>Property:</p> <p>See the definition of the "Premises" which is contained in the Interpretation Table in clause 1.1 (page 8)</p>
LR5	Prescribed Statements etc:
LR5.1	<p>Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003:</p> <p>Disposition in Favour of Charity:</p> <p>Not Applicable</p> <p>Leases under the Leasehold Reform, Housing and Urban Development Act 1993:</p> <p>Not Applicable</p>
LR5.2	This Lease is made under or by reference to provisions of:

	None
LR6	Term for which the Property is Leased: The term is as follows: 20 years commencing on and including 4 12 / 201 0 ¹ . ER
LR7	Premium: None
LR8	Prohibitions or Restrictions on Disposing of this Lease: This Lease contains a provision that prohibits or restricts dispositions]
LR9	Rights of Acquisition etc None
LR9.1	Tenant's contractual Rights to renew this Lease, to acquire the Reversion or another Lease of the Property, or to acquire an Interest in other Land: None
LR9.2	Tenant's covenant to (or offer to) Surrender this Lease None
LR9.3	Landlord's Contractual rights to Acquire this Lease None
LR10	Restrictive Covenants given in this Lease by the Landlord in respect of Land other than the Property: None
LR11	Easements:
LR11.1	Easements Granted by this Lease for the Benefit of the Property None
LR11.2	Easements granted or reserved by this Lease over the Property for the

	benefit of other property None
LR12	Estate Rentcharge Burdening the Property: None
LR13	Application for Standard Form of Restriction: None
LR14	Declaration of Trust where there is More than one Person Comprising the Tenant: None

THIS LEASE is made the 4 day of February 2011^{ER} BETWEEN STAFFORDSHIRE COUNTY COUNCIL of County Buildings, Martin Street, Stafford, ST16 2LH ("the Landlord") (1) and JOHN PHILLIPS of Wodehouse, Wombourne, WV5 9BW, JOAN SIVITER of 32 Cannon Road, Wombourne, WV5 9HR and ANDY LOCHEAD of 1 The Granary, High Street, Wombourne, WV5 9DN ("the Lessee") (2)

SECTION 1. DEFINITIONS AND INTERPRETATION

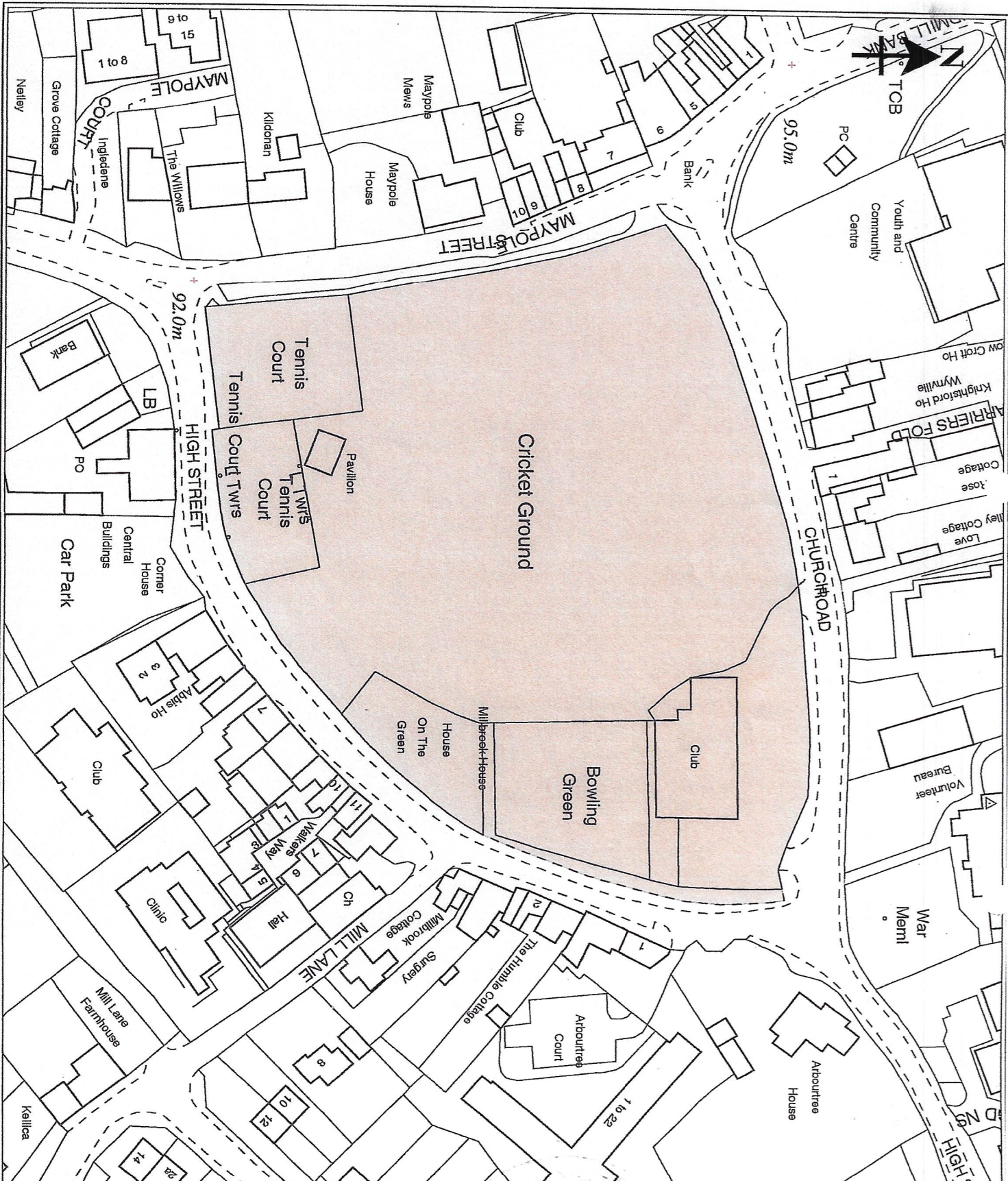
1.1 In this Lease the words and expressions which are stated in the left hand column of the following Interpretation Table shall (in the absence of any contrary indication) be construed in accordance with the definitions which are set out opposite the same in the right hand column of the Interpretation Table (subject to clauses 1.2 to 1.14 below (inclusive)):

INTERPRETATION TABLE	
Word/Phrase	Definition
Commencement Date	the ...4..... day of February, 2011 ^{ER}
Default Notice	any default notice which is served on the Lessee by the Landlord in accordance with clause 8.1
Enactment	an Act of Parliament, statutory instrument, order or byelaw, for the time being in force (subject to clause 1.5)
Insured Risks	loss or damage to the Premises or the Building due to fire, lightning, explosion, aircraft, storm and flood, where the Landlord is responsible for the cost of repairing the damage and any other risks that the Landlord may deem it reasonable or necessary to insure the Premises against from time to time during the Term
Insurance Policy	any insurance policy of the Premises which is effected by the Landlord in accordance with sub-clause 6.3(1)
Insurer	the insurer that is contracted by the landlord via the Insurance Policy to insure the premises against the Insured Risks
Landlord	Staffordshire County Council (subject to clause 1.4)
Lessee	John Phillips of Wodehouse, Wombourne, WV5 9BW, Joan Siviter of 32 Cannon Road, Wombourne, WV5 9HR and Andy Lohead of 1 The Granary, High Street, Wombourne, WV5 9DN (subject to clause 1.4)
Notice	a notice in writing which is served by one of the Parties on the other, in accordance with clause 11.1
Parties	the Landlord and the Lessee
Planning Acts	the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning

	(Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any future legislation of a similar nature
Permitted Use	any use of the Premises which is authorised under clause 3.15
Perpetuity Period	the period ending on the date of either the expiry of eighty (80) years from and including the Commencement Date, or the last day of the Term (whichever the soonest)
Plan 1	the location plan which is annexed to this Lease and which is marked "Plan 1"
Premises	the land which is known as The Green, Church Road, Wombourne which is shown coloured pink on Plan 1 (subject however to clause 1.14) and which comprise the whole of the freehold land and premises in respect of which the Landlord is the registered proprietor under Title Number SF513346 with Title Absolute
Quarter Days	25 March, 24 June, 29 September and 25 December in each calendar year
Rent	the annual rent of £1.00 (one pounds sterling) (plus VAT if applicable) and proportionately for any period of less than a year
Surveyor	any firm or company or in-house valuer that is appointed by the Landlord to act as its surveyor from time to time during the Term in relation to the Premises
Subsidiary/ Subsidiaries	as defined by Section 736 of the Companies Act 1985
Term	the period of 20 years from and including the Commencement Date
VAT	Value Added Tax charged in accordance with the Value Added Tax Act 1994 (as amended) or any new tax of a similar nature
working day	the Landlord's usual working days, which shall exclude weekends, statutory bank holidays, any day between Christmas Day and New Years Day (inclusive) and any day immediately before or immediately following the May and August bank holidays each year when the Landlord's offices at County Buildings in Martin Street and Tipping Street, Stafford, are closed
1954 Act	the Landlord and Tenant Act 1954 (as amended)

1.2 Words in this Lease importing the singular include the plural and vice versa and words in this Lease importing the masculine gender include the feminine and the neuter and vice versa and words in this Lease denoting individuals shall be treated as including a body of persons corporate or unincorporated.

1.3 An obligation in this Lease by either of the Parties, not to do something, shall be



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D. Eason
Authoritative Signatory
Easting: 387607
Northing: 293060

Scale 1:1250

Date: 18-DEC-2009

Plan Ref: LW

Title:
Wombourne Cricket Grounds
Church Road
Wombourne

101483
101483

construed as including an obligation not to permit it to be done by a third party whether with express or implied authority, or otherwise.

1.4 References in this Lease to "the Landlord" and "the Lessee" shall include their respective successors in title.

1.5 References in this Lease to any Enactment shall also include any re-enactment, consolidation and amendment of the same and also to any regulation, direction, order, or guidance which is made or issued by the relevant authority thereunder.

1.6 Unless the context of this Lease otherwise requires, all obligations in this Lease which are given or undertaken by more than one person in the same capacity, are given or undertaken by them jointly and severally.

1.7 The clause headings and titles do not form part of this Lease and shall not be taken into account in its construction or interpretation.

1.8 References in this Lease to clauses, sections and schedules are references to the clauses, sections and schedules of this Lease only (subject to any contrary indication).

1.9 Words in italics in this Lease (if any) are for explanatory purposes only.

1.10 Any requirement in this Lease for the Landlord to give its consent or Lease means the Lease or consent must be given in writing (subject to any contrary provision) by an officer of the Landlord who has the necessary delegated authority.

1.11 Time shall not be of the essence unless otherwise stated in this Lease.

1.12 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words, or be construed as being limited to the same class as the preceding words where a wider construction is possible.

1.13 For the purposes of this Lease, references to the "Estate" shall be deemed to exclude the Premises.

SECTION 2. THE DEMISE

2.1 The Landlord **LETS** and the Lessee takes the Premises **TOGETHER WITH** the Granted Rights but **EXCEPT AND RESERVING** to the Landlord the Reserved Rights, for the Term **YIELDING ANY PAYING** (firstly) the Rent and (secondly) the Additional Rent **SUBJECT TO** and with the benefit of (as applicable) the various matters which are contained in or referred to in [the registers of Title Number SF513346 in so far as the same are still subsisting and capable of taking effect and are applicable to the Property.

SECTION 3. THE LESSEE'S OBLIGATIONS

3. The Lessee covenants with the Landlord to diligently comply with the obligations in the succeeding clauses of this section throughout the Term.

3.1 To pay the Rent to the Landlord on demand.

Insurance of the Premises and the Additional Rent

3.2 To insure and keep insured the clubhouse and any other structures on the Premises against damage or destruction in the full insurable value thereof (and if required by the Landlord in the joint names of the Landlord and the Lessee) in some insurance office first approved by the Landlord (such approval not to be unreasonably withheld or delayed) and to pay all premiums for such insurance within seven (7) days after the same shall become due and payable and if called upon by the Landlord to produce to the Landlord the policy or policies and the receipts for all premiums so paid and in case of damage or destruction to use all monies received by virtue of any such insurance to be forthwith laid out in reinstating the said clubhouse and any other structure on the premises and to make up any deficiency out of the Lessee's own monies, provided that if the Lessee shall at any time during the Term fail to keep such insurance on foot the Landlord may do all things necessary to effect and maintain such insurance and any monies expended by the Landlord for that purpose shall be reimbursed by the Lessee on demand (within ten (10) working days of the demand being made) as Additional Rent

3.3 NOT USED

3.4 To, at its own expense, implement and maintain public liability insurance with a reputable insurer in a minimum sum of five million pounds (£5,000,000) per claim in relation to any legal liability for which the Provider may become responsible pursuant to the performance (or defective performance) of its obligations under this Lease.

3.5 to 3.7 NOT USED

Outgoings

3.8 To:

(1) pay, discharge and indemnify the Landlord (subject to clause 3.9) from and against all general and water rates, taxes, duties, charges, assessments, impositions and outgoings associated with the Lessee's use and occupation of the premises whatsoever, whether parliamentary, parochial, local (or of an entirely novel nature) or of any other description, which are now or may at any time hereafter be taxed charged or imposed upon or payable in respect of either, the Premises, or on the owner or occupier of the Premises;

(2) if the Landlord suffers any loss of rating relief that may be applicable to empty premises after the end of the Term because the relief has been allowed to the Lessee in respect of the Premises in relation to any period of time before the end of

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of Part 1 of Schedule 12A
of the Local Government Act 1972

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