

22 February 2016**Agenda Item: 13d****REPORT OF SERVICE DIRECTOR ENVIRONMENT, PROPERTY &
TRANSPORT****ARNOT HILL HOUSE - PROPOSED LEASE OF ROOMS****Purpose of the Report**

1. To seek approval to the taking of a lease of accommodation within Arnot Hill House, Arnold for the provision of a Registrar's office and to terminate the lease at Fairdale House, Carlton.

Information and Advice

2. The County Council currently lease Fairdale House, Carlton for use as a Registrar's office. This lease came to an end in March 2014 and we have remained in occupation by holding over on the existing terms pending finding suitable alternative accommodation in the Gedling area.
3. This proposal to lease rooms within Arnot Hill House from Gedling Borough Council should provide a saving of approximately £5,000 per annum for the combined rent and running costs over the existing property.
4. The existing property is only used for the registration of births and deaths. The taking of the new lease will be subject to successful change of use to the planning permission for the property to allow wedding and other ceremonies to take place.
5. The projected income from wedding ceremonies will help meet the target of the Registration Service becoming cost neutral. The income is based on the amount of ceremonies taking place at an equivalent site in Eastwood.
6. The service business case for this move has been approved by the Service Director for Public Protection.
7. Appropriate consultations have been completed with staff and Trade Unions regarding the change of base for the staff involved. No objections have been raised.
8. The terms for the proposed lease are detailed below: -

Property	Rooms 1 and 3 part of Arnot Hill House (979 sq ft)
Lessor	Gedling Borough Council
Lessee	Nottinghamshire County Council

Term	10 Years
Break Option	Lessee to have a break option at the end of year 3, 6 & 9.
Rent	£14,000 per annum (£14.30 per sq ft) subject to upwards only review at the end of year 3, 6 & 9.
Use	Registrar's office. The conducting of wedding ceremonies to be subject to the Lessee applying for planning change of use.
Service Charge	Included in rent for 7 day per week operation as listed below.
Services	<p>Exterior repair and maintenance to Lessor's standard.</p> <p>Internal repair, maintenance and decoration to Lessor's standard (excluding any damage caused by the Lessee),</p> <p>Cleaning of Premises, once per week day excluding bank holidays, to Lessor's standard</p> <p>Window Cleaning to Lessor's standard</p> <p>Refuse Collection to Lessor's standard except for confidential waste.</p> <p>The Lessee will have use of the Lessor's shredder room for no more than 1 hour per week (to be arranged by appointment only with the Lessor). The Lessee will be responsible for shredding its own waste.</p> <p>Planned maintenance to Lessor's standard</p> <p>Building insurance (not contents or public liability or any other insurance needed by the Lessee for the running of its business)</p> <p>Gas</p> <p>Electricity</p> <p>Provision of hot and cold running water to the Premises</p> <p>Alarm system as already exists</p> <p><u>To exclude:</u></p> <p>Telephone and data (internet) bills are EXCLUDED from the all-inclusive rent</p> <p>Lessee contents and any other applicable insurance</p> <p>Repair of damage to the premises caused by the Lessee or its visitors.</p>
Repairs and	Prior to handing over the keys, the Lessor will prepare a condition

Maintenance	<p>survey for the Lessee's approval. At expiry, the Lessee will be required to deliver up the premises in no worse a condition than that evidenced by the condition survey, fair wear and tear being excepted.</p> <p>This clause will only apply if damage to the premises has occurred.</p>
Redecoration	<p>The Lessee will be permitted to refurbish the Premises subject to Lessor's consent (not to be unreasonably withheld or delayed) and any other necessary consents including Listed Building Consent and Planning Permission.</p> <p>The Lessee will reinstate the Premises at the termination of the Lease if so required by the Lessor.</p>
Insurance	Lessor to insure the buildings, Lessee to insure for contents and public liability.
Outgoings	Lessee to pay its own Business Rates.
Signage	The Lessee will with the permission and agreement of The Lessor have the right to erect signage at the Premises (internal & external). Agreement not to be unreasonably withheld.
Alienation	The Lessee will not be permitted to sublet or assign.
Conditions	The Lessee will obey the Civic Centre and/or Arnot Hill House building rules including those relating to smoking and fire evacuation procedures.
Costs	Each party to bear their own costs.
External areas	1 Car parking permit for use within the grounds of Arnot Hill Park. Use of the Aviary and Rose Garden for ceremonies between April and October.

Other Options Considered

9. No other suitable sites have been found in the Arnold / Carlton area.

Reason/s for Recommendation/s

10. To ensure continuity of access to the Registration services in the area.

11. The co-location of the Registration office within Gedling Borough Council accommodation has the potential for increasing use of the service, increasing income generation and reduced running costs compared to the existing premises.

12. Fairdale House could be the subject of a notice at any time to terminate the existing lease.

Statutory and Policy Implications

13. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

RECOMMENDATION/S

- 1) That approval is given to enter into a lease of the rooms within Arnot Hill House, Arnold on the terms outlined; and
- 2) That Termination of the Lease at Fairdale House is also approved.

Jas Hundal

Service Director – Environment, Property & Transport

For any enquiries about this report please contact: Brian Hoyle 0115 977 2479

Constitutional Comments (CEH 10.02.16)

14. The recommendations fall within the remit of the Finance and Property Committee by virtue of its terms of reference.

Financial Comments (GB 11.02.16)

15. The financial comments are set out within the report.

Background Papers and Published Documents

16. None.

Electoral Division(s) and Member(s) Affected

17. Ward(s): Arnold South, Carlton East, Carlton West
Member(s): Cllr Muriel Weisz, Cllr Roy Allan, Cllr Nicki Brooks Cllr John Clarke,
Cllr Jim Creamer, Cllr Darrell Pulk

File ref.: /BH/SL/1

SP: 3017

Properties affected: 00780 - Arnot Hill House, 03328 Fairdale House