

**09 November 2015****Agenda Item: 10d****REPORT OF SERVICE DIRECTOR TRANSPORT, PROPERTY &  
ENVIRONMENT****PROPOSED LEASE RENEWAL OF THE UNDERCROFT, HUTHWAITE  
LIBRARY, HUTHWAITE****Purpose of the Report**

1. To seek approval to the renewal of the lease of The Undercroft, Huthwaite Library on terms outlined within report.

**Information and Advice**

2. The County Council granted a lease of an area beneath the library known as "The Undercroft" which is approximately 800 sq ft. The lease was for a term of 2 years with effect from 3 December 2012 and granted to the Huthwaite Tenants and Residents Association for use as a Youth Club and for holding community meetings.
3. As the lease of The Undercroft has expired, following consultation with colleagues within Libraries and Youth Services, terms have provisionally been agreed to renew the lease on terms set out below: -

Under the terms of the existing lease the service charge payable is £1,200 per annum this a contribution towards running costs but excludes rent.

<b>Property</b>	Huthwaite Library
<b>Lessor</b>	Nottinghamshire County Council
<b>Lessee</b>	Huthwaite Tenants and Residents Association
<b>Term</b>	3 years to be contracted out of S24-28 of the Landlord and Tenant Act 1954
<b>Service charge</b>	£1,450 per annum, this is inclusive of utilities, business rates and building insurance (doesn't include an amount for rent).
<b>Commencement date</b>	To be agreed
<b>Demise</b>	Area beneath the library known as The Undercroft which is approximately 800 sq ft

<b>Use</b>	The Lessee shall use the demised area only as a Youth Club or for Community Purposes during hours agreed with the Library Manager; any community meetings or events must also be subject to prior agreement with the Library Manager. In addition, the Lessee will not do or permit any act or thing, which may be or become a nuisance, inconvenience to the Lessor, its users or any neighbouring property. The Lessee shall be fully responsible for all users and visitors to the premises. The operation of the premises by the Lessee shall be in consultation and subject to agreement with the library manager.
<b>Repairs and maintenance</b>	<p>The Lessee shall put and keep the interior of the premises in good repair and decoration and shall be responsible for any pipework, electrical cables exclusively serving the property. The Lessee will also be responsible for keeping the area in a clean and tidy condition and shall not cause any damage to the library or premises in any way. The Lessor shall be responsible for the maintenance and repair of the main structure and fabric of the building.</p> <p>Any maintenance and repair works which the Lessee is responsible for may only be undertaken through use of appointed County Council contractors, the appointment of which shall be arranged through the library manager. The Lessee shall then reimburse the Lessor (through the library manager) the full cost incurred in undertaking these works. Such works will need prior approval by the library manager.</p>
<b>Insurance</b>	The Lessee shall indemnify the Lesssor from and against all actions claims and demands which may be brought or made arising out of the use of the demised area. The Lessee shall procure their own contents insurance and any other insurance deemed necessary though the use of the premises. The Lesssor shall insure the main structure and fabric of the building.
<b>Signage</b>	The Lessee shall not display or permit to be Displayed any posters, notices or advertisements of any kind without the prior written consent of the County Council.
<b>Alterations</b>	The Lessee shall not be permitted to undertake any structural alterations, works or additions to the premises.
<b>Alienation</b>	The Lessee shall not be permitted to assign, share or sub-let their rights conveyed in the Lease to any other party and shall not be permitted to hire the premises in any way.
<b>Statutes</b>	The Lessee shall obtain any necessary planning permissions under The Town & Country Planning Acts and obtaining and complying with any necessary statutory or bye-law approvals affecting the proposed use.

**Health & Safety** The Lessee will comply with all relevant Health & Safety legislation together with that set out by the Lessor.

**Costs** Each party to bear their own costs.

**Other** All other terms as per the existing lease and as deemed appropriate by the Head of Legal Services.

4. The provision of a regular open access youth club in the town centre of Huthwaite, (which is operated by volunteers of the Huthwaite Tenants and Residents Association) provides a much needed facility for the promotion or improvement of social well-being of the area's teenagers, through;
  - i. Providing a place of safety in the town centre
  - ii. Facilitating fun activities and social educational interventions
  - iii. Enabling appropriate local adults to act as positive role models through their volunteering
  - iv. Contributing to a reduction in a perception of nuisance behaviour, which may be caused by young people congregating in public areas'
5. The lease is to be granted at a peppercorn rent. It is considered that this letting promotes or improves environmental and social well-being aims which allows the County Council to consider a grant of a lease at a rent below market value.
6. The proposed terms for the lease have been reviewed by the Council's Group Manager (Legal Services) and the "Section 151 Officer" (Service Director, Finance and Procurement).

### **Other Options Considered**

7. Not renewing the lease – This is not considered an option as the area would remain vacant and would be difficult to re-let.
8. Charging a market rent for the property – This was considered however it is not an option as the tenant would not be able to meet this financial commitment and as a result the service would have to be closed which is not in the interests of the local community. Due to the nature of the premises they would also be difficult to re-let and therefore if left vacant is likely to attract vandalism and anti-social behaviour with additional costs of approximately £7,000 per annum being incurred for security and management.

### **Reason/s for Recommendation/s**

9. The granting of a lease and presence of the tenant provides a Youth Club service for the area and as outlined above would support the existing service being provided by the County Council's Youth Services.

### **Statutory and Policy Implications**

10. 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 be given to the renewal of the lease on terms detailed in the report.

**Jas Hundal**

**Service Director – Transport, Property & Environment**

**For any enquiries about this report please contact: Luke Smith 0115 9772082**

## **Constitutional Comments (SOM 13.10.2015)**

11. The recommendation falls within the remit of the Finance and Property Committee under its terms of reference.

## **Financial Comments (TR 9.10.15)**

12. The financial implications are set out in paragraph 3 of the report.

## **Background Papers and Published Documents**

13. None.

## **Electoral Division(s) and Member(s) Affected**

14. Ward(s): Sutton in Ashfield West  
Member(s): Councillor Tom Hollis

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Properties affected: 03029 - Huthwaite Library  
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