

9 July 2012**Agenda Item: 7g****REPORT OF SERVICE DIRECTOR – TRANSPORT, PROPERTY &
ENVIRONMENT****ACADEMY CONVERSIONS****Purpose of the Report**

1. To seek approval of the Finance and Property Committee to the grant of a 125 year lease on the standard terms set out in the attached appendix to the Academy Trust for any of the schools listed in the appendix that need to convert to Academy status prior to the Finance Committee of the 17th September 2012 this being subject to subsequent approval of any site specific details.
2. To authorise the Corporate Director, Environment & Resources, (or his nominee) to approve site details and specific conditions in consultation with the Chairman (or Vice Chairman in his absence) of the Finance and Property Committee.

Information and Advice

3. Some information relating to this report is not for publication by virtue of paragraph 3 of Schedule 12A of the Local Government Act 1972. Having regard to the circumstances, on balance the public interest in disclosing the information does not outweigh the reason for exemption because divulging the information would significantly damage the Council's commercial position. The exempt information is set out in the exempt appendix.
4. Councillors are probably aware that the Academies Act 2010 allows maintained schools to become Academies by applying to the Secretary of State for Conversion.
5. Once the conversion order has been granted it requires all parties to enter into a Transfer Agreement.
6. As a part of the Transfer Agreement the County Council is required to transfer the relevant assets currently held by the County Council or the existing governing body to the Academy Trust.
7. On a related matter, Councillors should note that other aspects of Academy Transfer will be reported to the Children & Young People's Committee as appropriate.
8. The schools listed in the attached appendix may shortly convert to Academy status and, as part of the conversion process, governing bodies of Academy Schools are entitled to 125 year full repairing and insuring leases at a peppercorn rent of any

Council owned land, forming part of the principal operational School site subject to rights to be reserved and leaseback of Council facilities where appropriate.

9. This report seeks approval to the granting of a 125 year lease to the Academy Trust on the Heads of Terms set out in the *attached* Appendix.

Other Options Considered

10. The Academies Act 2010 does not allow the Authority any options as regards the transfer and therefore no other options have been explored.

Reason/s for Recommendation/s

11. To comply with statutory requirements.

Statutory and Policy Implications

12. This report has been compiled after consideration of implications in respect of finance, equal opportunities, human resources, crime and disorder, human rights, the safeguarding of children, sustainability and the environment and those using the service and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

Recommendation

1. That approval is given to the grant of a 125 year lease on the standard terms set out in the attached appendix to the Academy Trust for any of the schools listed in the appendix that need to convert to Academy status prior to the Finance Committee of the 17th September 2012 this being subject to subsequent approval of any site specific details.
2. To authorise the Corporate Director, Environment & Resources, (or his nominee) to approve site details and specific conditions in consultation with the Chairman (or Vice Chairman in his absence) of the Finance and Property Committee.

Jas Hundal

Service Director – Transport, Property & Environment

For any enquiries about this report please contact: Patrick Robinson 0115 977 2086

Constitutional Comments (CEH 14.06.12)

13. The recommendation in the report is within the remit of the Finance and Property Committee.

Financial Comments (CDS 1/6/2012)

14. Granting of a 125 year lease to an Academy effectively creates a loss on disposal, but this is not a charge against Council Tax.

Electoral Division(s) and Member(s) Affected

15. Ward(s): various
Members: various

Appendix

1. The schools listed within the exempt appendix may shortly convert to Academy status and, as part of the conversion process, governing bodies of Academy Schools are entitled to 125 year full repairing and insuring leases at a peppercorn rent of any Council owned land, forming part of the principal operational School site subject to rights to be reserved and leaseback of Council facilities where appropriate.
2. The standard terms for the 125 year lease are as follows: -

Demise:

All that land comprised to be shown as edged red on the Red Line Plans to be prepared in respect of each of the schools for subsequent approval as provided in item 2 above.

Landlord:

Nottinghamshire County Council
County Hall
West Bridgford
Nottingham
NG2 7QZ

Tenant:

The respective Academy Trust for each school.

Rent:

A peppercorn

Term:

125 years (The lease to be contracted outside the security of tenure provisions of the 1954 Landlord & Tenant Act.).

Outgoings:

The Tenant will be responsible for the payment of all outgoing which are now or may during the term be payable in respect of the Property.

Alienation:

The Tenant will not part with or share the possession or occupation of the whole of the property nor hold the property or any part or parts of the property or this lease on trust for another.

Repair:

The Tenant will keep the Property clean and tidy and make good any damage it causes to the Property and/or any deterioration to the condition of the Property that may arise from the term commencement date.

Signs and Advertisements

The Tenant to notify the Landlord of the affixing or display on the boundaries of the Property other than signs which are required by law to be displayed, do not require planning permission or are necessary or usual for the authorised use of the

Property.

Use

The permitted use will be for the purposes of the Academy Trust (as set out in any charitable objects, memorandum and articles of association of the Tenant from time to time) for the provision of educational services and for community, fundraising and recreational purposes which are ancillary to the provision of educational services.

Insurance

The Tenant will:

- Keep the Property insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the tenant is advised represents the Reinstatement Value of the Property from time to time;
- Pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Property;
- Following damages or destruction and subject to obtaining all necessary consents and as soon as may be reasonably practicable, unless it will be impossible or impractical, reinstate the property and lay out all monies in reinstating and rebuilding the property.

Alterations:

The Tenant will not make any external or structural alterations or additions to any structures for the time being on the Property without the Landlord's prior written consent, submitting to the Landlord adequate plans and specifications describing the proposed alteration, addition or variation, consulting generally with the Landlord on the proposed alterations and dealing with any queries that the Landlord acting reasonably may raise.

Statutory Obligations:

Statutory obligations, health and safety and CDM regulations in this clause "regulations" means the construction (design and management) regulations 1994 and "client" "health and safety plan" health and safety file" "planning supervisor" and "principal contractor" have the same meanings as in the regulations;

The Tenant will comply with all laws (including the premises acts) affecting the property, the physical condition or the user of them or the use of any fixtures and fittings in them;

Timescale:

The Tenant will complete the Lease on receipt and agreement of the Legal documentation by their Solicitors.

Legal Costs:

Each party will bear their own legal costs involved in the granting the leases.

Conditions

The above remains subject to: -

- (a) Contract;

- (b) Confirmation that the financial status of the Tenant is acceptable to the Landlord; and
- (c) VAT