

**28 May 2012****Agenda Item: 7b****REPORT OF SERVICE DIRECTOR TRANSPORT, PROPERTY AND  
ENVIRONMENT**

- 1. SUTTON CENTRE COMMUNITY COLLEGE, HIGH PAVEMENT, SUTTON-IN-ASHFIELD**
- 2. GEDLING COMPREHENSIVE SCHOOL, WOLLATON AVENUE, GEDLING**
- 3. NEWGATE LANE PRIMARY, NEWGATE LANE, MANSFIELD**
- 4. DUKERIES COLLEGE, WHINNEY LANE, NEW OLLERTON, NEWARK**
- 5. GROVE COMPREHENSIVE SCHOOL, LONDON ROAD, NEWARK**
- 6. HARRY CARLTON COMPREHENSIVE, LANTERN LANE, LOUGHBOROUGH**

**Purpose of the Report**

- 1 To seek approval of the Finance and Property Committee to the grant of a 125 year lease to the Academy Trust on the standard terms set out in the attached appendix for each of the following schools: -
  - I. Sutton Centre Community College, High Pavement, Sutton-in-Ashfield, Nottingham, NG17 1EE
  - II. Gedling Comprehensive School, Wollaton Avenue, Gedling, Nottingham, NG4 4HX
  - III. Newgate Lane Primary, Newgate Lane, Mansfield, NG18 2LB
  - IV. Dukeries College, Whinney Lane, New Ollerton, Newark, Nottinghamshire, NG22 9TD
  - V. Grove Comprehensive School, London Road, Newark, Nottinghamshire, NG24 3AL
  - VI. Harry Carlton Comprehensive, Lantern Lane, East Leake, Loughborough, Leicestershire, LE12 6QN
2. To authorise the Corporate Director, Environment & Resources, (or his nominee) to approve site details and specific conditions in consultation with the Chair (or Vice Chair in his absence) of the Finance and Property Committee.

**Information and Advice**

## **Background**

3. Councillors are probably already aware that the Academies Act 2010 allows maintained schools to become Academies by applying to the secretary of State for conversion.
4. Once the conversion order has been granted it requires all parties to enter into a Transfer Agreement.
5. 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.
6. 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.
7. The Sutton Centre Community College, Sutton in Ashfield, Gedling Comprehensive School, Gedling, Newgate Lane Primary, Mansfield, Dukeries College, New Ollerton, Grove Comprehensive School, Newark and the Harry Carlton Comprehensive, Loughborough are shortly to acquire 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.
8. 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**

9. 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**

- 10 To comply with statutory requirements.

## **Statutory and Policy Implications**

- 11 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/S**

That the Finance and Property Committee approves: -

- 1 Approve the grant of a 125 year lease to the Academy Trust for each of the following schools on the standard terms set out in the *attached* appendix; and
  - (i) Sutton Centre Community College, High Pavement, Sutton-in-Ashfield, Nottingham, NG17 1EE
  - (ii) Gedling Comprehensive School, Wollaton Avenue, Gedling, Nottingham, NG4 4HX
  - (iii) Newgate Lane Primary, Newgate Lane, Mansfield, NG18 2LB
  - (iv) Dukeries College,Whinney Lane,New Ollerton,Newark, Nottinghamshire,NG22 9TD
  - (v) Grove Comprehensive School, London Road, Newark, Nottinghamshire, NG24 3AL
  - (vi) Harry Carlton Comprehensive, Lantern Lane, East Leake, Loughborough, Leicestershire, LE12 6QN
- 2 Authorises the Corporate Director, Environment & Resources (or his nominee) to approve site details and specific conditions in consultation with the Chair (or Vice Chair in his absence) of the Finance and Property Committee for each of the following school sites.

**Jas Hundal**

**Service Director, Transport, Property and Environment**

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

### **Constitutional Comments (CEH 2.5.12)**

- 12 This decision falls within the remit of the Finance and Property Committee.

### **Financial Comments (PB 02/05/12)**

- 13 The financial implications are as outlined in the report

### **Background Papers**

Except for previously published documents, which will be available elsewhere, the documents listed here will be available for inspection in accordance with Section 100D of the Local Government Act 1972.

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

Ward(s) : Mansfield South, Soar Valley, Balderton, Ollerton, Sutton in Ashfield East, Carlton East

Member(s) : Cllr Stephen Garner, Cllr Chris Winterton, Lynn Sykes, Keith Walker, Cllr Stella Smedley, Steven Carroll, Allen Clarke, Cllr John Clarke

File ref.: PS /PG/SL

SP: 2228

Properties affected:

01140 - Newgate Lane Primary

01299 - Harry Carlton Comprehensive

01690 - Grove Comprehensive School

01698 - Dukeries College

01727 - Sutton Centre Community College

01806 - Gedling Comprehensive School

## **APPENDIX**

### **Heads of Terms**

#### **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