

19 December 2016**Agenda Item: 5a****REPORT OF SERVICE DIRECTOR ENVIRONMENT, TRANSPORT &
PROPERTY****RUSHCLIFFE LEISURE CENTRE - NEW LEASE TO TRENT ACADEMIES
GROUP, RUSHCLIFFE SCHOOL****Purpose of Report**

1. To seek approval to the granting of a new lease to Trent Academies Group for the occupation of part of Rushcliffe Leisure Centre to enable the provision of educational use.
2. To seek approval for the terms of letting for the Nottingham Gymnastics Academy (NGA) lease through the operational procedures process.

Information and Advice

3. This report contains an exempt appendix, which is not for publication by virtue of paragraph 3 of Schedule 12A of the Local Government Act 1972 (as amended) (Information relating to any individual and the business affairs of a particular person (including the authority holding that information)). The exempt appendix provides details of the terms agreed. Disclosure of this information would prejudice the parties' commercial interests.
4. Rushcliffe Leisure Centre, located within the freehold land of Rushcliffe Academy trust is owned and maintained by the County Council. It was built in 1975 and is predominantly of CLASP construction. The accommodation comprises the pool, wet and dry changing facilities as well as a gym, squash courts, a sports hall and offices on the ground floor. At first floor level the majority of space comprises class rooms along with a dance studio and gym.
5. It is currently occupied, under a Joint Use Agreement, by NGA, Rushcliffe School and Rushcliffe Leisure Centre operated by Parkwood Leisure on behalf of Rushcliffe Borough Council.
6. At the school's request, the Leisure Centre was excluded from the freehold land transfer when the school converted to Foundation status; their subsequent conversion to academy status in August 2012 replicated the land ownership.
7. NGA occupy the Gymnastics Centre which is attached to the main Leisure Centre building and this is also in the freehold ownership of the County Council. The Centre is a well utilised and nationally recognised provision. Rights of access to this

and the Leisure Centre are protected through the land transfer to the academy trust.

8. The Leisure Centre currently operates under a Joint Use agreement which, in return for funding from the County Council Schools Budget and transferred to Rushcliffe Borough Council, is managed and maintained by the Borough Council. The Joint Use agreement also provides that the academy can access facilities necessary to meet their curriculum free of charge.
9. The County Council's funding for Joint Use is top sliced from the Dedicated Schools Grant (DSG) on the basis that it is an exceptional premises factor.
10. In January 2017, Parkwood Leisure will be vacating the building and moving to a newly constructed site in West Bridgford known as Rushcliffe Arena. At this point the Joint Use agreement will fall away. When Joint Use ends the mechanism to top slice the budget from the DSG also ends
11. A major proportion of the building, the wet side, will no longer be used post Parkwood's (Rushcliffe Borough Council's) vacation. It presents a significant long term maintenance liability to the County Council. As a result, a large part of this area, including the swimming pool, will be mothballed and all existing services will be separated and shut off or capped. The swimming pool will be drained and windows and doors will be boarded up. This will limit any risks relating to Legionella and security and it will ease the assessment of both energy apportionment and fire risk.
12. To meet its curriculum requirements the academy will have a continuing use for the sports hall and associated changing facilities together with a short term (approximately 18 months) use of the 1st floor former 6th form classroom accommodation. The sports hall will also be used for examinations.
13. A provision within the Joint Use Agreement stipulates that the County Council are to provide the required accommodation to the Academy. In the event that the Academy Trust is unable to use the site, the County Council are required to provide alternative facilities less than 3 miles from the site and all costs incurred by the Academy Trust in order to use the facilities.
14. As there are no comparable facilities within this distance under the control of the County Council, and the nearby Arena facility cannot meet the school's full requirements of a sports hall and classrooms, it will continue to provide the required accommodation for the school on the terms outlined in the exempt appendix to this report.
15. It has been agreed that the County Council will also continue to provide the required accommodation to Nottingham Gymnastics Academy. They have requested to remain in the existing gymnastics hall as well as taking additional space on both ground and first floor levels in areas previously occupied by Parkwood Leisure.
16. The sports hall will be used jointly with the academy with NGA using the hall in the evening and weekends and the academy using the hall during the day.
17. In order to provide access to the gymnastics centre, a new walkway will be formed by the County Council at the edge of the pool area to ensure that it is fully enclosed

and secured.

18. A new lease at a market rent between The County Council and NGA will be drawn up for their continued occupation of part of the building, and will be reported separately.

Other Options Considered

19. The County Council has advertised within Contracts Finder, Source Nottinghamshire and Due North for expressions of interest from third parties to continue to run the Leisure Centre under a new Joint Use Agreement. This would avoid the County Council incurring the mothballing costs. No suitable candidates were found.

Statutory and Policy Implications

20. 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.

RECOMMENDATIONS

- 1) That approval be given to the proposed lease to Trent Academies Group, Rushcliffe School as detailed in the exempt appendix.
- 2) That the terms of letting for the NGA lease are approved adopting the operational procedures process.

Jas Hundal

Service Director – Environment, Transport & Property

For any enquiries about this report please contact: Steve Keating 0115 993 9397

Constitutional Comments (EP 01.12.2016)

21. The recommendations fall within the remit of the Finance and Property Committee's terms of reference and any lease should be in a form approved by the Group Manager for Legal and Democratic Services.

Financial Comments (RWK 26.10.2016)

22. The financial implications are set out in the exempt appendix.

Background Papers and Published Documents

23. None.

Electoral Division(s) and Member(s) Affected

24. Ward(s): West Bridgford West

Member(s): Councillor Gordon Wheeler

File ref.: /SK/SB/

SP: 3139

Properties affected: 03375 - Rushcliffe Leisure Centre