

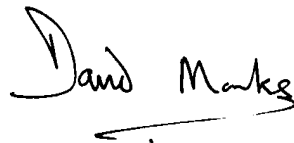
A meeting of the **CABINET** will be held in the **CIVIC SUITE 0.1A PATHFINDER HOUSE, ST MARY'S STREET, HUNTINGDON, PE29 3TN** on **THURSDAY, 21 JULY 2011** at **7:00 PM** and you are requested to attend for the transaction of the following business:-

## **APOLOGIES**

- (a) Leisure Centre Management Agreements (Pages 1 - 6)

Report by the General Manager One Leisure.

Dated this 20 day of July 2011



Chief Executive

  
**Contact  
(01480)**

**S Bell  
388049**

## **Notes**

1. *A personal interest exists where a decision on a matter would affect to a greater extent than other people in the District –*
  - (a) *the well-being, financial position, employment or business of the Councillor, their family or any person with whom they had a close association;*
  - (b) *a body employing those persons, any firm in which they are a partner and any company of which they are directors;*
  - (c) *any corporate body in which those persons have a beneficial interest in a class of securities exceeding the nominal value of £25,000; or*
  - (d) *the Councillor's registerable financial and other interests.*
2. *A personal interest becomes a prejudicial interest where a member of the public (who has knowledge of the circumstances) would reasonably regard the Member's personal interest as being so significant that it is likely to prejudice the Councillor's judgement of the public interest.*

**Please contact Mrs H Taylor, Senior Democratic Services Officer, Tel No. 01480 388008/e-mail Helen.Taylor@huntingdonshire.gov.uk /e-mail: if you have a general query on any Agenda Item, wish to tender your**

**apologies for absence from the meeting, or would like information on any decision taken by the Cabinet.**

**Specific enquiries with regard to items on the Agenda should be directed towards the Contact Officer.**

**Members of the public are welcome to attend this meeting as observers except during consideration of confidential or exempt items of business.**

Agenda and enclosures can be viewed on the District Council's website – [www.huntingdonshire.gov.uk](http://www.huntingdonshire.gov.uk) (*under Councils and Democracy*).

If you would like a translation of  
Agenda/Minutes/Reports or would like a  
large text version or an audio version  
please contact the Democratic Services Manager  
and we will try to accommodate your needs.

***Emergency Procedure***

*In the event of the fire alarm being sounded and on the instruction of the Meeting Administrator, all attendees are requested to vacate the building via the closest emergency exit.*

Cabinet

July 21<sup>st</sup> 2011

## **Leisure Centre Management Agreements** (Report by General, Manager, One Leisure)

### 1. Introduction

Management Agreements between HDC and Cambridgeshire CC are currently in place at all 5 Leisure Centres. Where the term of these agreements has come to an end they have been extended on a one-year rolling programme.

In 2011 each of the 5 secondary schools (Ramsey Abbey, St Ives, Sawtry, St Peters and Ernulf) have committed to achieving Academy status and, as a result of this, ownership of the school sites transfers from the County and consequently management agreements now need to be entered into directly with the schools/colleges themselves.

### 2. Current Situation

Ernulf School and Longsands School in St Neots have already combined to create a unified body, the Longsands Learning Partnership. The Governing Body of Longsands Learning Partnership is now pressing forward to complete the new management agreement and lease with HDC in order to gain Academy status by September 2011.

A pre-condition of attaining academy status is that all land on the campus, including that upon which the leisure centres ply their business, is transferred from County to the school/college.

Materially, the agreement with the Longsands LP would be the same as that with the County Council. The agreement includes reference to accessibility, school hours, pricing schedule and maintenance amongst others and differs little to that already in place. Agreements elsewhere may differ slightly in relation to the particular local arrangements. Responsibility for the operation, condition and investment into the leisure buildings remains the sole responsibility of HDC although shared financial responsibility for external areas – car park, lights, drainage – will continue.

In order for the conversion to Academy to be approved by DFE (Department for Education) a new Agreement based on the attached Heads of Terms needs to be entered into by the Council, albeit the final precise details may be subject to amendment.

### 3. Recommendation

It is recommended that the Head of Legal and Democratic Services, after consultation with the Executive Councillor for Health and Active Communities, be authorised to negotiate and finalise the draft Heads of Terms and enter into a lease and a new Management Agreement, initially with Longsands Learning Partnership and, in due course, with each of the other schools and colleges aspiring to Academy status as necessary.

Contact Officers

Simon Bell  
General Manager, One Leisure  
01480 388049

Colin Meadowcroft  
Head of Legal and Democratic Services  
01480 388029

[DATE]

- (A) THE GOVERNING BODY OF LONGSANDS LEARNING PARTNERHSIP intends to grant HUNTINGDONSHIRE DISTRICT COUNCIL a lease on the following heads of terms. These heads of terms are not intended to create any legally binding obligations. They are subject to contract and completion of formally executed legal documentation.
- (B) These heads of terms are confidential to the intended parties to the proposed lease and to their professional advisors.
- (C) The proposed lease may contain further terms as THE GOVERNING BODY OF LONGSANDS LEARNING PARTNERHSIP may require, including additional terms on matters that are covered in this document.

**AGREED TERMS**

**1. LANDLORD**

THE GOVERNING BODY OF LONGSANDS LEARNING PARTNERHSIP

St Neots Community College, Barford Road, St Neots, PE19 2SH

**2. TENANT**

HUNTINGDONSHIRE DISTRICT COUNCIL

Pathfinder House, St Mary's Street, Huntingdon, PE29 3TN

**3. PROPERTY**

3.1 One Leisure St Neots, Barford Road, Eynesbury, St Neots, PE19 2SA. A plan is attached showing the property edged in red.

3.2 The tenant will have the right to shared use of the landlord's car park.

**4. TERM**

4.1 The lease will be for a term of 60 years beginning on completion of the lease.

4.2 The security of tenure provisions of Part II of the Landlord and Tenant Act 1954 will apply.

4.3 There will be no break clause.

## **5. RENT AND RENT REVIEW**

5.1 The rent will be a peppercorn, exclusive of any VAT, rates, insurance premiums and all other outgoings.

5.2 The tenant must pay any VAT, rates, insurance premiums and all other outgoings.

5.3 The tenant's contributions to the repair and maintenance of the landlord's car park will be documented separately in a Management Agreement relating to the dual use of the Property to be entered into by the landlord and tenant.

## **6. SERVICES AND SERVICE CHARGE**

6.1 There will be no service charge other than a charge for the repair and maintenance of the landlord's car park, which is to be documented separately in a Management Agreement relating to the dual use of the Property to be entered into by the landlord and tenant.

## **7. INSURANCE**

7.1 The tenant will insure the property in the joint names of the landlord and the tenant

## **8. USE**

8.1 The property can only be used as leisure centre.

8.2 The tenant can change the use of the property only with the landlord's prior written consent.

## **9. ASSIGNMENTS AND UNDERLEASES**

9.1 The tenant can only assign the lease to another public body or non profit making organisation and only with the landlord's prior written consent, which cannot be unreasonably withheld. The tenant will always be required to give an authorised guarantee agreement in respect of any assignee of the lease.

9.2 The tenant can only underlet the whole of the property to another public body or non profit making organisation and only with the landlord's prior written consent, which cannot be unreasonably withheld.

- 9.3 The tenant cannot underlet any part of the property.
- 9.4 The tenant cannot share occupation of the property with any company in the same group of companies as the tenant.

**10. REPAIR**

- 10.1 The lease will be a full repairing lease with the tenant responsible for all repairs.

**11. ALTERATIONS**

- 11.1 The tenant can make structural or external alterations to the property with the landlord's prior written consent, which cannot be unreasonably withheld.
- 11.2 The tenant can make internal alterations to the property with the landlord's prior written consent, which cannot be unreasonably withheld.
- 11.3 The tenant can put up signs on the outside of the property or that would be visible from the outside of the property with the landlord's prior written consent, which cannot be unreasonably withheld.

**12. CONDITIONS**

The parties acknowledge that there will be a Management Agreement to be entered into by the landlord and tenant following completion of this lease relating to the dual use of the Property and the associated costs.

**13. COSTS**

Each party is responsible for its own legal costs in connection with this transaction.

**14. SOLICITORS**

- 14.1 The landlord's solicitors are Cobbetts LLP, One Colmore Square, Birmingham, B4 6AJ DX 716703 Birmingham 43 for the attention of Ranjit Bajway.
- 14.2 The tenant's solicitors are Legal and Estates, Huntingdonshire District Council, Pathfinder House, St Mary's Street, Huntingdon, PE29 3TN for the attention of Colin Meadowcroft.

Signed by . . .  
For and on behalf of the Governing Body of Longsands Learning Partnership

Signed by . . .  
For and on behalf of Huntingdonshire District Council