

Huntingdon District Council – Real Estate Transactions in connection with the redevelopment of Huntingdon Leisure Centre

Positional Statement/Consequences of Withdrawal Report

**Browne
Jacobson**

Third Party	Proposed Transaction Arrangements	Current Position	Consequences of Withdrawal Once Arrangements Entered Into
Huntingdon Town Council (HTC)	The proposed extension to the existing leisure centre is to be constructed partly on land currently owned by HTC. This land will be acquired by HDC before work commences. The extension of the existing leisure centre will also involve the removal of a number of existing sports facilities, including a tennis court, and HDC will construct replacement facilities on HTC land. The development also requires vehicular access over a new road to be constructed on HTC land as well as rights of drainage and other services over HTC land. The documents required to effect this are:	Discussions with HTC and its lawyers have been ongoing since October 2025 and negotiations on the documents are progressing.	The transfer of land and the grant of easements that will be effected by the documents to be entered into between HDC and HTC will be impossible to reverse or undo once they have been completed without the consent of HTC. In addition HTC is entering into these arrangements in the expectation that in return HDC will carry out various works on HTC's land, including the construction of padel ball courts and associated drainage infrastructure. Although these additional works are not currently documented in the property documents described in this report (and therefore as currently drafted HDC is not contractually obliged to carry them out) if they are not carried out after the land transfers have completed then this is likely to lead to significant ill feeling at HTC.

	Overarching Agreement Sets out the obligations on the two parties in relation to the entering into the transfers and deed of easement mentioned below.	In draft form and with HTC for comment. HTC are awaiting updated plans of the drainage apparatus required by HDC over HTC's land.	Once entered into there is no way to withdraw from the obligations in the Overarching Agreement without breaching the contract. A breach of the Overarching Agreement will entitle HTC to bring a claim for any losses it suffers as a result of HDC's breach.
	Transfer to HDC from HTC Transfers the land required by HDC for the construction of the leisure centre extension	In draft form and largely agreed.	Once this transfer is completed there will be no way to undo the transfer without the consent of HTC which it is not obliged to provide.
	Transfer to HTC Transfers land from HDC to HTC in compensation for the land required for the leisure centre extension along with a right to connect to a drainage outfall on HDC land.	In draft form and largely agreed save that an additional right to connect into use a drainage outfall on HDC land must be added. An additional plan is also being produced by HDC's consultants to be attached to this document.	Once this transfer is completed there will be no way to undo the transfer without the consent of HTC which it is not obliged to provide.

	Deed of Easement Grants rights to HDC over HTC land to: 1. Construct and use an access road leading from the extended leisure centre to a car park on HTC land; 2. Lay and use drains and other service media serving the extended leisure centre through HTC land.	With HTC for comment. The draft requires updating to reflect the drainage and other services rights required by HDC over HTC land. Updated plans are being produced by HDC's consultants to enable these changes.	Once this transfer is completed there will be no way to undo the grant without the consent of HTC which it is not obliged to provide. Note that as currently drafted there is no obligation on HDC to construct the access road or the services within in, there is just a right to carry out such works.
	Tennis Club Lease Surrender A local tennis club has the benefit of a lease of a tennis court on the HTC land to be transferred to HDC. Although there is no contractual relationship between HDC and the tennis club it is vital to the success of the project that the tennis club agrees to surrender their lease and to be relocated elsewhere on HTC's land.	HDC are not party to the negotiations between HTC and the tennis club but we understand that heads of terms for the surrender of the existing lease and the grant of a replacement has been issued to the tennis club for approval.	Once the existing lease is surrendered it will be up to HTC and the tennis club to agree a replacement lease. There will be no adverse consequences for HDC from the tennis club if the proposed arrangements do not proceed.
	Fields In Trust Consent The HTC land is protected by Fields in Trust and consent is required to its disposal. This requires an application to be made by HTC to Fields in Trust and HDC are supporting this by providing information.	The application for this consent is being prepared by HTC. HTC has requested information from HDC in order to comply with Fields in Trust's requirements and HDC is responding to that request.	The consent of Fields in Trust to the proposed arrangements does not obliged HTC or HDC to implement them. There will be no adverse consequences for HDC from Fields in Trust if the proposed arrangements do not proceed.

Cam Academy Trust (CAT)	The extension of the existing leisure centre to allow the construction of the new swimming pool will involve the loss of a football pitch. This facility is to be replaced by the construction by HDC of a new five-a-side football pitch on land owned by CAT. CAT will lease the football pitch to HDC for 30 years but will be granted the right to use the facility during School hours. CAT will also grant HDC the right to use part of its car park outside of school hours as parking for visitors to HDC's leisure facilities. This requires the following documents:	Negotiations between HDC and CAT are ongoing and the drafting of the various documents is at an advanced stage. Initial trenching works have already been carried out.	The documents set out in this report do not oblige HDC to carry out the works to the football pitch or the car park. The lease of the football pitch and the licence to use the car park will only be granted once those works have been completed.
	Trenching Licence Grants HDC the right to carry out archaeological investigations on the football pitch site prior to the commencement of the main works as required by the planning permission.	This licence was granted on 2 April 2026 and the initial works have been carried out with some reinstatement works outstanding at the time of writing.	The works permitted by this licence have already been carried out and therefore the licence cannot be withdrawn from.
	Pitch Works Licence Grants HDC the right to carry out the works to construct the new five-a-side pitch on CAT's land. On completion of these works CAT will grant to HDC the lease referred to below and HDC will then enter into the Shared Use Agreement.	Not yet prepared but is to be based on the Trenching Licence referred to above.	Entering into this licence does not oblige HDC to carry out the works, but once the works are complete HDC will be obliged to take the lease of the football pitch described below.

	Lease of Football Pitch Grants HDC exclusive occupation and use of the newly constructed football pitch for 30 years, along with responsibility for its repair and maintenance. This lease will be entered into once the works to construct the football pitch have been completed.	Prepared by CAT's solicitors and with HDC's solicitors for comment/approval.	HTC will only be able to end the lease without the consent of CAT by breaking the lease by giving not less than 12 months' written notice on either the 10th or the 20th anniversary of its commencement. Doing so would remove HDC's obligation to maintain the football pitch, but at the cost of losing the ability to generate an income from its use. It would also involve losing ownership of an asset (the football pitch) that HDC has already paid for in full.
	Shared Use Agreement Grants CAT the right to use the new football pitch during School hours subject to various conditions for 30 years. HDC will remain responsible for the maintenance of the football pitch.	HDC's solicitors have provided comments on the draft for CAT's solicitors to review.	This arrangement cannot be ended by HDC without the consent of CAT unless the lease of the football pitch is also brought to an end. Any breach of the Shared Use Agreement by HDC would potentially give CAT the right to bring a claim against HDC for compensation for the loss of the use of the football pitch.
	Fencing Works Licence Grants HDC the right to carry out works to the car park on CAT land to make it suitable for use as additional parking for visitors to HDC leisure facilities out of school hours.	Not yet prepared but is to be based on the Trenching Licence referred to above.	Entering into this licence does not oblige HDC to carry out the works, but once the works are complete HDC will be obliged to enter into the Car Park Licence described below.

	Car Park Licence Grants HDC the right to use part of the car park on CAT land as additional parking for visitors to HDC leisure facilities out of school hours for 30 years.	With CAT's solicitors for final approval. There are no significant points left to be resolved.	The licence can be ended by HDC on 4 weeks' written notice to CAT.
	Secretary of State for Education Consent CAT land is a school site and therefore any dealings (including the grant of the lease referred to above) with it must be approved by the Secretary of State for Education before they begin.	The application for consent was submitted by CAT on 2 April 2026. It is anticipated that a decision will be received within 6 weeks of that application.	The consent of the Secretary of State for Education to the proposed arrangements does not obliged CAT or HDC to implement them. There will be no adverse consequences for HDC from the Secretary of State for Education if the proposed arrangements do not proceed.
Cambridgeshire County Council (CCC)	HDC is the tenant of the existing swimming pool. CCC is the Landlord. The repurposing of the existing swimming pool for use as a soft play area and other leisure activities requires a variation to the lease and for CCS to consent to the alterations to be carried out to the building to enable its new proposed use. This is to be effected using the following document:	CCC has agreed in principle to the changes needed to the existing lease and to the proposed works.	CCC likely has little interest in whether the proposed works are carried out or not, but if the works are carried out CCC will want to know they have been done correctly.

	Deed of Variation and Licence for Alterations Varying the existing lease and confirming CCC's consent to the proposed works to the existing swimming pool building.	A draft deed has been prepared by HDC's solicitors and is with CCC's solicitors for approval.	Entering to into the proposed deed with CC does not oblige HDC to carry out the permitted alterations, but if the alterations are carried out they must be done in accordance with the deed. CCC will be entitled to enforce the deed to ensure the works are carried out as agreed, and to bring a claim against HDC for any losses suffered if they are not.
--	--	--	---