



Reading
Borough Council
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DECISION BOOK

Issue: 588 Date: 3 APRIL 2020

Decisions set out in the book have been made under delegated powers by the Chief Executive, Corporate Directors or the Chief Finance Officer and Monitoring Officer, in consultation either with the relevant committee or Lead Councillor.

The Decision Book process has been altered to suspend the current Councillors' call-in arrangements within the 10-day period after its publication and replace it with the ability during that period for three Councillors to request a retrospective review of the decision in writing to the Head of Legal and Democratic Services.

The decision book can be accessed on the Council's website - www.reading.gov.uk/decisionbooks.

The officer reports accompanying the decisions are attached..

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DECISION BOOK - ISSUE 588 - 3 APRIL 2020

1. LAND REAR OF THE LAWNS, WINDERMERE ROAD

<u>DECISION</u>	<u>LEAD COUNCILLOR(S)</u>	<u>WARDS AFFECTED</u>	<u>PAGE NO.</u>
1. LAND REAR OF THE LAWNS, WINDERMERE ROAD	COUNCILLORS BROCK AND ENNIS	CHURCH	1

This report sets out the decision to grant a Lease of Land rear of The Lawns, Windermere Road “the Property”, edged red on the attached Plan, to World Education Berkshire, the outcome of a marketing exercise to let the property.

It is the decision of the Executive Director for Economic Growth & Neighbourhood Services, in consultation with the Leader of the Council, the Lead Councillor for Housing, the Assistant Director of Finance and relevant Ward Councillors to grant a Lease to World Education Berkshire, "W.E.B" on terms set out in paragraph 4.2.

READING BOROUGH COUNCIL

REPORT BY EXECUTIVE DIRECTOR FOR ECONOMIC GROWTH & NEIGHBOURHOOD SERVICES

LEAD COUNCILLOR:	CLLR JASON BROCK CLLR JOHN ENNIS		
DATE:	3 APRIL 2020		
TITLE:	LAND REAR OF THE LAWNS, WINDERMERE ROAD		
SERVICE:	PROPERTY, ESTATES & VALUATION	WARDS:	CHURCH
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1. PURPOSE OF REPORT AND EXECUTIVE SUMMARY

- 1.1 This report sets out the decision to grant a Lease of Land rear of The Lawns, Windermere Road “the Property”, edged red on the attached Plan, to World Education Berkshire, the outcome of a marketing exercise to let the property.

2. DECISION

- 2.1 It is the decision of the Executive Director for Economic Growth & Neighbourhood Services, in consultation with the Leader of the Council, the Lead Councillor for Housing, the Assistant Director of Finance and relevant Ward Councillors to grant a Lease to World Education Berkshire, "W.E.B" on terms set out in paragraph 4.2.

3. POLICY CONTEXT

- 3.1 At Cabinet on 14 February 2005, Minute 148 refers, the Executive Director for Economic Growth & Neighbourhood Services was granted delegated authority for the disposal of land up to £500,000 or £50,000 per annum and that all land/property disposed of at below market value be reported through the Decision Book. All decisions would be subject to consultation with the Lead Councillor, the Lead Councillor responsible for the property in question and the Head of Financial Services; and following consultation with Ward Councillors and leaders of opposition parties.
- 3.2 On 18 January 2016 Policy Committee approved the Policy Statement on Premises occupied by the Third Sector which provides a policy context for future decision on leases to third sector organisations occupying Council owned buildings or land. The Policy Statement and Guidance Notes set out clearly and

transparently the Council's way of managing these assets, including those that are leased at less than market value.

4. THE PROPOSAL

4.1 Current Position:

The property consists of 0.1 hectares of unused sloping grassed Housing land managed by Affinity. It is enclosed by residential properties. It has a single pedestrian access point which leads to The Lawns and Staverton Road. Vehicular access is not physically possible, due to the narrowness of the access path.

The Property is on the local authority new build (LANB) list and the Council's Property Development Team are willing to grant a short term lease until such time as the Property is required for redevelopment.

As a result of enquiries from a local community group regarding the availability of the land, the Property was advertised for let on the Reading Borough Council website and the Reading Voluntary Action Newsletter in accordance with the Council's Policy Statement on Premises occupied by the Third Sector.

Interested parties had until midday on 2 January 2020 to submit their offers. Two offers were received, one of the offers as a result of the RVA advertising.

4.2 Options Proposed

Officers recommend offering a lease on the below terms to World Education Berkshire subject to contract. Housing Officers endorse this recommendation.

Lessor (referred to as "Council")	Reading Borough Council Bridge Street Reading RG1 3LU
Lessor's Solicitors	Reading Borough Council Head of Legal and Democratic Services Civic Offices Bridge Street Reading RG1 2LU
Lessee (full name and address as it appears on legal documents)	World Education Berkshire 35-39 London Street Reading RG1 4PS
Lessee's Solicitors	To be advised
Property	Land rear of The Lawns, outlined red on the attached plan.
Lease Term	For a term of 5 years from the date of completion.

Permitted Use - subject to Lessee obtaining all necessary statutory consents	To use the Property for the Food4Families Reading Project for community purposes as a community garden only and for no other purpose whatsoever.
Rent	Peppercorn
Repairs/Maintenance	<ul style="list-style-type: none"> • The Lessee will be responsible for the management of the Property • The Lessee will aim towards at least a 60% participation by Reading Borough Council Housing tenants in the community garden scheme once the project is at full capacity. The Lessee will liaise with officers in the Council's Housing Section regarding a method of implementing this degree of participation by Council Housing tenants. • The Lessee will be responsible for keeping the Property in a tidy condition and in a proper state of cultivation. • The Lessee will be responsible for the maintenance and repair of the fencing marked T on the attached plan, maintenance and repair of the gate to be erected by the Lessee and being responsible for the security of the Property. • The Lessee will be responsible for the repair and maintenance of any structures/shed erected on the Property (used in connection with gardening, potting, storage of tools and furniture, meetings and shelter) or ancillary gardening structures on the Property and for their insurance and any contents. • Not to make any alterations or additions to the Property without the Council's consent. • No animals or birds are to be kept on the Property. • The Lessee will liaise and meet with the Council's Parks Officer prior to the start of the lease to agree a written schedule of what vegetation shrubs and/or trees must be retained on the Property. The Lessee will then be responsible for maintaining any agreed retained vegetation, shrubs or trees on the Property and not to remove them. • No poles masts etc. must be erected on the Property and no signs will be exhibited without the Council's consent. • The Lessee will be responsible for ensuring that nothing is done on the Property that would cause nuisance to neighbours. • No barbed wire is to be used on the Property.
Vermin	The Lessee will be responsible for dealing with infestations of vermin or other pests and must avoid doing anything which encourages an infestation.
Rates, taxes and outgoing (water, electricity)	<p>The Lessee to pay all rates taxes and outgoing now or hereafter imposed or charged upon the Property</p> <p>Water - The Lessee will be responsible for any water supplied to the Property now or in the future.</p>

	Electricity - The Lessee will be responsible for any electricity supplied to the Property now or in the future.
Rights of Access	Pedestrian access will be granted from the public highway in The Lawns and Staverton Road along the access path coloured green on the attached plan.
Compliance with Statutory Regulations:	<p>The Lessee must comply in all respects with the requirements of all statutes applicable to the Property and the Permitted Use, including any Planning consents or restrictions and obtain any necessary Licence relating to the Use of the Property as necessary.</p> <p><i>You will need to contact the Planning Section regarding any necessary planning consent required for your use of the land.</i></p> <p>The Lessee will be responsible for carrying out regular health & safety checks on the Property and maintaining up to date records to comply with statutory regulations, including (but without limitation) fire risk assessments, fire evacuation procedures and practices, safety inspections, and all other statutory requirements applicable to the Premises and its Permitted Use.</p>
Lessees Indemnity	<p>The Lessee will fully indemnify the Council against any damage caused to the Council's property and adjacent property in either Council or private ownership, together with a commitment that should any damage, cause, action or proceedings occur as a result of the use of the Property that the Lessee will rectify the same at its own cost.</p> <p>The Lessee must maintain insurance indemnity cover throughout the term of the lease including public liability up to a minimum of £10 million for any one claim.</p> <p>The Lessee will provide, upon demand, any additional documentation as would be reasonably required.</p>
Assignment/subletting	The Lessee is not to assign, charge, underlet or part with possession of the Property or any part without the prior agreement of the Council, which is not to be unreasonably withheld.
Break Clause	<p>Either party may determine the lease at any time outside of the growing season between March to October by giving not less than 6 months' notice in writing.</p> <p>If the land falls into disrepair and is not used as a community garden for a period of 3 consecutive months, or if the community garden scheme fails, the Council will have the right to determine the lease and the Lessee will</p>

	be responsible for the cost of the reinstatement of the land back to a level grassed area.
Yielding up at end of term	At the termination of the lease the Lessee will reinstate the Property, returning it to a level grassed open area and removing any sheds/structures, to the satisfaction of the Council's Assistant Director of Housing & Communities.
1954 Act protection	The lease will be contracted out of the Landlord & Tenant Act 1954 security of tenure.
Other Terms	Any further terms the Council's Assistant Director of Legal and Democratic Services deems necessary to protect this authority's interests.
Legal costs	Each party will meet its own Legal fees associated with the drawing up and completion of the lease.

PROVEN TRACK RECORD:

World Education Berkshire (also known by its working name RISC, Reading International Solidarity Centre), has experience of managing allotments through their horticultural project known as "Food4Families" at the following sites leased from the Council, since 2011:

Land rear of 1-23 Florian Gardens

Land at Meavy Gardens

Land at 330 Northumberland Avenue (for horticultural training and education purposes).

W.E.B has been operating as a charity since 1986, number 293799.

ACCOUNTS:

RBC accountants confirm the company's accounts are acceptable.

4.3 Other Options Considered

The Council could leave the land as fallow ground, managed by Affinity. This is the current situation.

5. CONTRIBUTION TO STRATEGIC AIMS

5.1 The proposed use of the Property is in line with the Council's aim to promote equality, social inclusion and a safe and healthy environment as this area of underused and overgrown land will be brought back into use by W.E.B.

6. ENVIRONMENTAL IMPLICATIONS

6.1 The proposed use can help to improve urban air quality.

7. COMMUNITY ENGAGEMENT AND INFORMATION

7.1 Carried out as part of the Marketing process.

7.2 The Assistant Director of Housing & Communities supports this proposal.

8. EQUALITY IMPACT ASSESSMENT

8.1 Not relevant

9. LEGAL IMPLICATIONS

9.1 This delegation is exercised under the provisions of Minute 10 of Council on 25 May 2016.

9.2 The Council's Assistant Director of Legal and Democratic Services will prepare the necessary legal documentation.

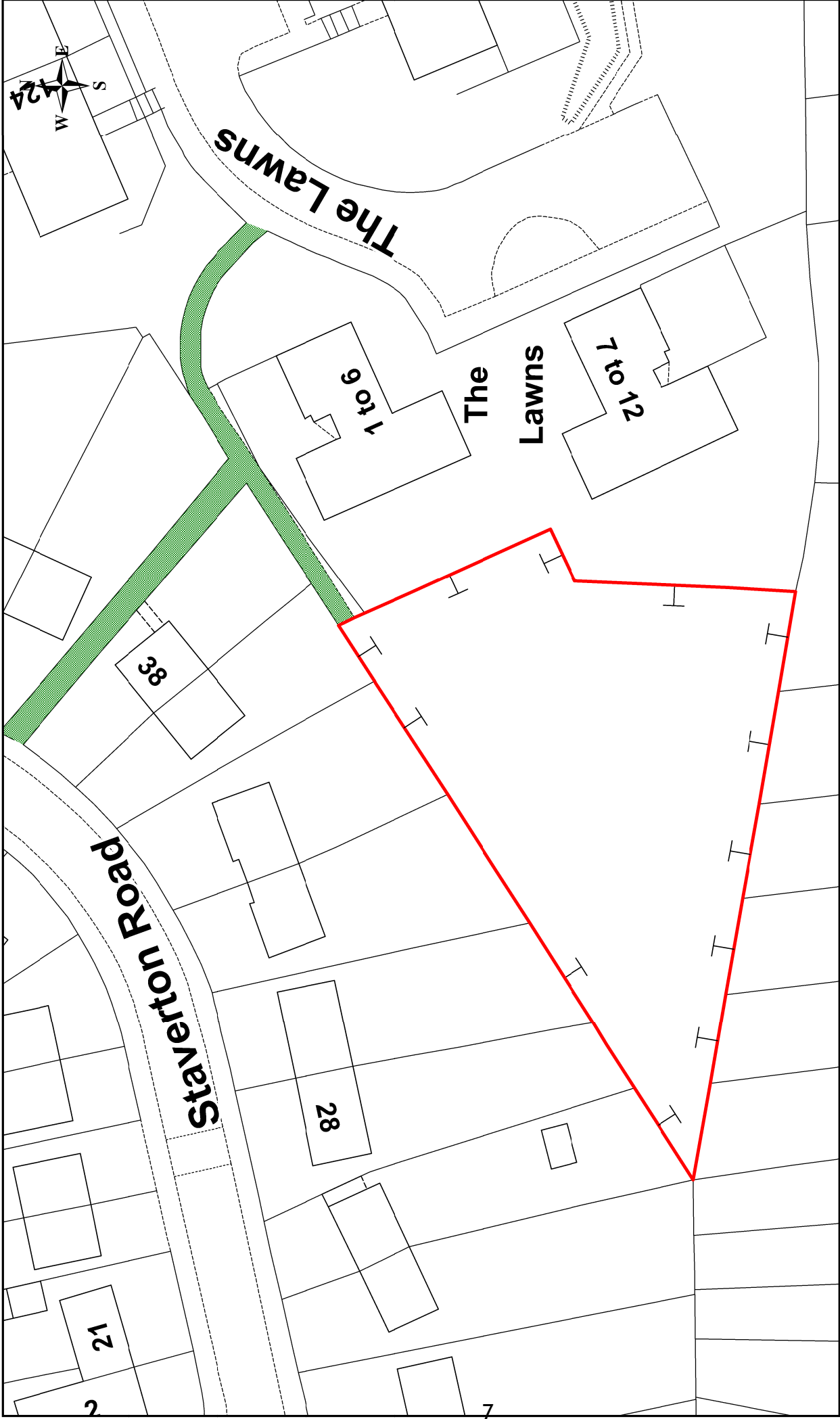
10. FINANCIAL IMPLICATIONS

10.1 The cost of providing a community garden is greater than the revenue generated. The lease at a peppercorn represents a saving to Council compared to providing a community garden themselves or leaving the ground fallow.

10.2 R.I.S.C received a sum of £3,000 from the Council for the period 01/05/2018-31/05/2019. This funding will cease on 31/05/2022.

11. BACKGROUND PAPERS

11.1 Council-owned Premises Occupied by the Third Sector - Policy Statement. Report to Policy Committee 18 January 2016



Title: Land Rear of The Lawns

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