
ASSET TRANSFER – LITTLE WAKERING OPEN SPACE

1 PURPOSE OF REPORT

- 1.1 The purpose of this report is to seek approval of the asset transfer of land at Little Wakering Open Space, Little Wakering as requested by Barling Magna Parish Council.

2 INTRODUCTION

- 2.1 Barling Magna Parish Council has expressed an interest in leasing the community asset, Little Wakering Open Space, as outlined in the appended map (Appendix 1).
- 2.2 The land at Little Wakering Open Space is used for informal recreation and play and also contains a small play area within its boundary.
- 2.3 The Council's Asset Disposal Framework 2018 states that the Council has the power to dispose of land providing that land is not disposed of including in leases granted in excess of 7 years, at an undervalue.
- 2.4 Where an asset is to be disposed of at an undervalue the Council must be able to justify and evidence that the sale for a value less than best consideration is for reasons of social, economic or environmental benefit.
- 2.5 Community asset transfers are disposals of Council owned land or buildings, either by transfer or ownership or the granting of a relevant lease (over 7 years) that provide proper purpose and best value, and that secure the promotion of the economic, social or environmental well-being of the local authority's area.
- 2.6 It is proposed that the Council agrees to the land transfer as requested on the following basis:
- The Localism Act 2011 is the Government's aspiration to make it easier for communities and individuals to get things done and achieve their ambitions for the place where they live. Approving the asset transfer gives greater control and responsibility to the local community.
 - The transfer of these assets will give Barling Magna Parish Council the responsibility for the day-to-day management of the assets alleviating any requirement for Council intervention.
- 2.7 Giving greater control of this asset to the Parish Council will allow these areas of open space to be developed to provide opportunities for informal recreation which will enhance the health and well-being of the local community. The provision of open space also contributes to providing a special place to live for local residents.

- 2.8 Initial negotiations outlined draft Heads of Terms that are acceptable to both parties and are appended (Appendix 2). The terms of the Lease to the Parish Council are for 125 years at a peppercorn rent with use of the community open space to be used by the local residents and subject to a restrictive covenant not to use the land other than as a community open space and not to construct any structure on the land other than playground and sports equipment without the consent of the Council.
- 2.9 Approval is required from the Council to progress an asset transfer, which is then advertised in the local press to inform the general public of the disposal. This is followed by the legal processes required to complete the transfer. The cost of the advertising would be approximately £750.

3 RISK IMPLICATIONS

- 3.1 All leases carry a risk of tenant forfeiture and/or potential damage to the fabric of the asset. This will be mitigated by site inspections to ensure the tenant meets their requirements under the terms of the lease.
- 3.2 The Council will ensure that any liabilities it retains under the lease are properly managed through periodic inspection of the leased asset.

4 RESOURCE IMPLICATIONS

- 4.1 The draft Heads of Terms (Appendix 2) are for a 125-year lease at a peppercorn rent. The site does not currently generate any income for the Council, so there are no direct resource implications for the Council. However, if a lease is agreed, this will mean the Council cannot generate any income, or use the site for an alternative purpose in future; therefore, any potential future need for the land should be considered before the lease is agreed.

5 LEGAL IMPLICATIONS

- 5.1 In accordance with Section 2 of the Local Government Act 2000 the Council has the power (subject to certain exceptions) to do anything which it considers is likely to achieve the promotion or improvement of the economic, social or environmental well-being of its area. Local authorities are required to obtain best consideration (section 123 of the Local Government Act 1972) in such situations. However, it is recognised that there may be situations where a local authority considers it desirable to dispose of land for less than best consideration; for example, to secure the promotion or improvement of the economic, social or environmental well-being of the local authority's area. Circular 06/03 of the Local Government Act 1972 – General Disposal Consent (England) 2003 permits disposals in such circumstances, provided the value of the disposal is less than £2 million and other considerations are taken into account, for example, that there is a proper purpose and robust and consistent decision-making processes.

- 5.2 Any proposal to dispose of land consisting of or forming part of an open space must be advertised in accordance with the Local Government Act 1972, section 123(2A), which states: "A principal council may not dispose under subsection (1) above of any land consisting or forming part of an open space unless before disposing of the land they cause notice of their intention to do so, specifying the land in question, to be advertised in two consecutive weeks in a newspaper circulating in the area in which the land is situated, and consider any objections to the proposed disposal which may be made to them".
- 5.3 If the Council approves such asset transfers, the land should be transferred with appropriate restrictions on future use and be subject to the appropriate approvals/consents, including any restrictions imposed by the Council's predecessors regarding its use, being obtained.

6 EQUALITY AND DIVERSITY IMPLICATIONS

- 6.1 An Equality Impact Assessment has been completed and found there to be no impacts (either positive or negative) on protected groups as defined under the Equality Act 2010.

7 RECOMMENDATION

- 7.1 It is proposed that Council **RESOLVES**
- (1) To grant a long lease of amenity land at Little Wakering Open Space to Barling Magna Parish Council for a term of 125 years at a peppercorn rent.
 - (2) To Agree the Heads of Terms as set out in Appendix 2; that authority be delegated to the Assistant Director Place & Environment in consultation with the Portfolio Holder for Environment & Place to finalise the lease agreement.



Marcus Hotten

Assistant Director Place & Environment

Background Papers:-

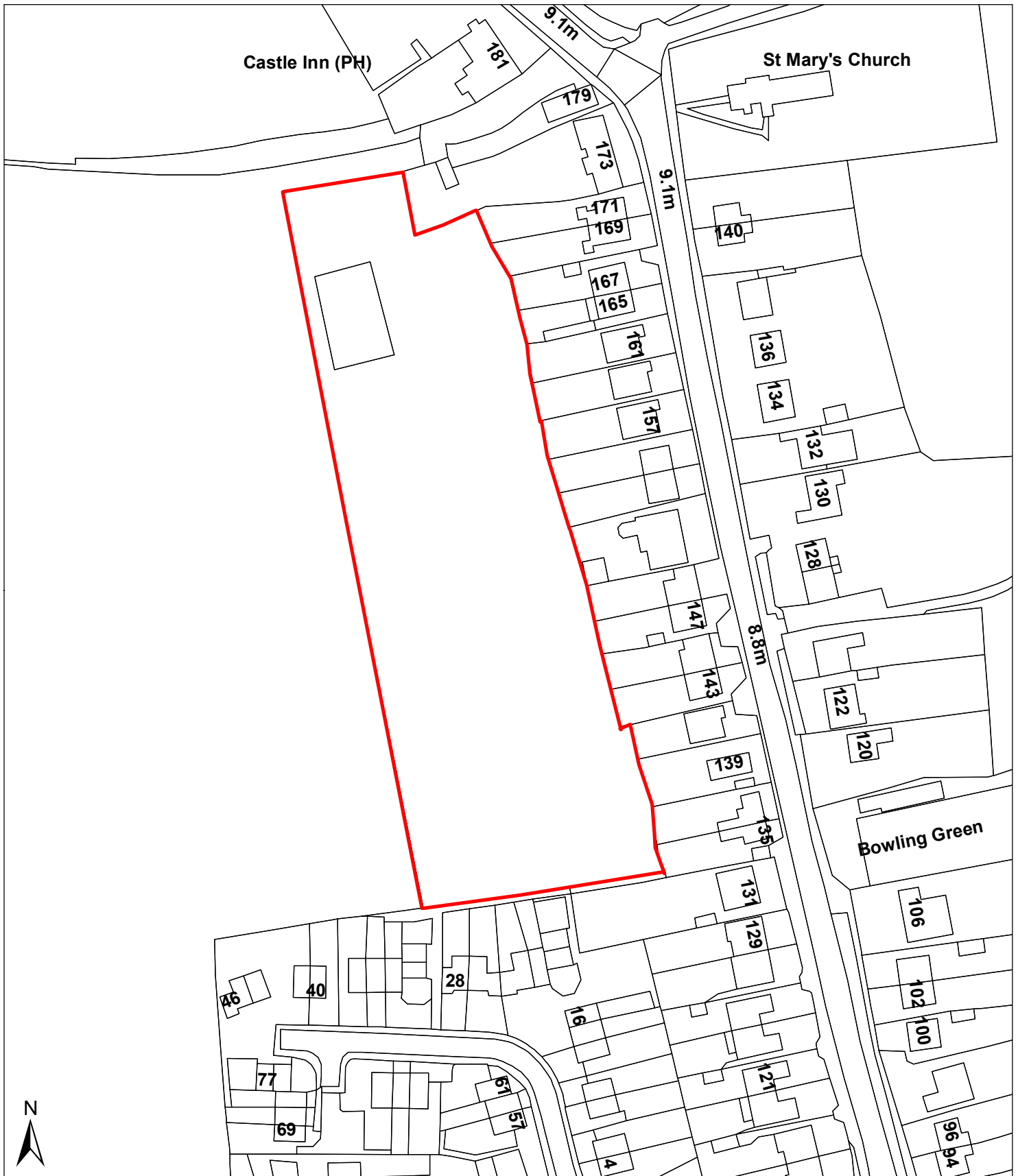
None.

For further information please contact Marcus Hotten on:-

Phone: 01702 318117


Email: Marcus.hotten@rochford.gov.uk

If you would like this report in large print, Braille or another language please contact 01702 318111.



Title: Playstalls Play Ground off Little Waking Road Little Waking

Legend

 Area of Coverage. Freehold LT WAK 007



On-line at www.rochford.gov.uk

Scale 1:1,250

HEADS OF TERMS

'THE PARRY'

SUBJECT TO PORTFOLIO HOLDER DECISION

ADDRESS	The Parry, Playstalls Playground, Little Wakering, 181 Little Wakering, Southend-on-Sea, SS3 0JW.
DEMISE	To be defined on relevant plan, edged red.
LANDLORD	Rochford District Council, Council Offices, South Street, Rochford, SS4 1BW
TENANT	Barling Parish Council, 432 Little Wakering Road, Barling Magna, Southend-On-Sea, SS3 0LP
TERM	125 years with option of renewal
RENT	Peppercorn
ADDITIONAL RENT/RENT FREE PERIOD	No additional rent, no rent-free period
RENT REVIEW	None
OUTGOINGS	N/A
MAINTENANCE AND REPAIRS	<p>Tenant to keep the demised property in good condition and repair</p> <p>To keep the demised premises clean and tidy and free from litter in accordance with grades A and B of the Code of Practice on Litter and Refuse</p> <p>Tenant to maintain the demise, including play spaces and furniture.</p>
USE	Public Open Space Only
RIGHT OF WAY	N/A

Appendix 2

OTHER RIGHTS	The tenant is responsible for registering the completed lease with the Land Registry.
ALIENATION	The Tenant shall not be permitted to sub-let or assign the demise without landlords permission.
INSURANCE	Tenant to insure the land, to include play spaces, furniture and fencing.
ADVERTISING	Not to exhibit advertisements on signposts, on the demised premises without the Landlord's written approval.
ALTERATIONS	Not to apply for planning permission or make any additions or alterations without the Landlord's consent.
IMMORAL USE/GAMBLING	The Tenant must not use the demises premises for any immoral purposes or gambling. If unsure, should request permission from the Landlord in advance of any event.
NUISANCE	<p>The Tenant shall not do, or permit to be done upon the premises anything which in the opinion of the Landlord may be a nuisance or an annoyance to the Landlord or occupiers of the building or adjoining premises.</p> <p>Being served a statutory notice in relation noise nuisance will constitute a breach of covenant and be a ground for termination of the lease.</p>
PERMITTED HOURS	<p>Tenants are limited to use of the demised premises from 8am to 6pm Monday to Friday unless written consent is obtained from the Landlord for an extension of time.</p> <p>The Tenant shall comply with all permitted hours specified in any licence granted in relation to licensable activities carried out on the demised premises.</p>

Appendix 2

EXCLUSION FROM 24-28 1954 ACT	Security of Tenure will be excluded from this Lease.
BREAK CLAUSE	Either party may terminate at any time after the first anniversary of the lease, subject to giving the other party 6 months' prior written notice.
OTHER MATTERS	The Tenant shall hold at all times a valid licence for any licensable activities carried out on the demised premises and shall at all times comply with the terms of said licence.
COSTS	N/A

Signed by

For and on behalf of ROCHFORD DISTRICT COUNCIL

Signed by

For and on behalf of BARLING PARISH COUNCIL