

OFFICER DECISION RECORD

For staff restructures, please also complete an RA1 form to update the HR Portal. This is attached at Annex 2.

Decision Ref. No:
RE17 0018

AP330

Box 1

DIRECTORATE: Regeneration and Environment

DATE: 22nd December 2016

Contact Name: Gillian Fairbrother

Tel. No.: (8)62561

Subject Matter: Lease agreement of nursery area at Moorends Childrens Centre Building, Marshland Road, Moorends, Doncaster, DN8 4SB

Box 2

DECISION TAKEN:

To grant a 1 year lease the nursery area of Moorends Childrens Centre, Marshland Road, Moorends to Daisy Chain Nursery

Box 3

REASON FOR THE DECISION:

Negotiations have been ongoing with of Daisy Chain Mexborough Limited to take over the lease of the nursery area within the Moorends Childrens Centre.

The following overarching Terms will provide the basis of the Agreement:-

Subject: Proposed tenancy of part of the Hedgerow Centre, Moorends (see attached plan for reference)

Owner: Doncaster Metropolitan Borough Council

Occupier: The lease is to be held in the name of Daisy Chain Mexborough Limited

Address: The Hedgerow Centre
161, Marshland Road
Moorends
Doncaster
DN8 4SB

Term: 1 year with effect from a date to be confirmed.

Plan and Access: The lessee shall access the leased area via the entrance door identified on the plan and through to the Premises door marked with an arrow on the plan or such other route, which may be required from time to time.

Rental: The rental payable shall be £500, and the tenancy will be contracted out of the Landlord & Tenant Act 1954 Part II security of tenure provisions. Rental will be charged quarterly in advance.

Use: The property will be used only for the purpose of the provision of registered childcare services (primarily for children under statutory school age) and associated support services, predominantly for families living in the Moorends Children's Centre reach area

Alienation: The tenancy will not be capable of being assigned to a third party/parties, without the prior written consent of the landlord not to be unreasonably withheld.

Sub Letting: Sub-letting will not be available without the prior written consent of the landlord, to groups who fall within the general remit of purpose of the tenant.

Subletting of part of the premises is prohibited under the tenancy of the premises

Occupational licences shall also be allowed to others, subject to the Council's prior consent and also subject, to appropriate references being sought by the tenant as required by the Council, subject also to the tenant complying with any planning requirement, should this be relevant to any particular circumstance or use.

Repairs and Maintenance: The tenants will be responsible for all internal repairs and maintenance to the property that forms the tenancy, subject to a schedule/photographic record of condition being attached to the tenancy should the tenant request, with the premises returned to the Council in no better condition than that which exists at commencement of the lease.

The tenants will be responsible for 35% of costs relating to external repairs of the building (representing the proportion of the building occupied). External repair costs will be charged at the end of the tenancy in arrears, and will include items of repair to all shared external areas including the car park. The tenant should be aware that car parking at the Centre is not allocated and is occupied on a first come, first served

basis

Service Charge:

All service/utility outgoings shall be recovered by way of a recharge, in addition to rent, which shall be calculated at 35% of the total annual cost for all outgoings related to the proportion of the building occupied by the tenant, such outgoings to include:-

- Electricity
- Gas
- National non-domestic rates
- Water
- Premises insurance
- Collection of refuse

Service charge costs will be calculated and paid at the end of the tenancy in arrears

Box 4

OPTIONS CONSIDERED & REASONS FOR RECOMMENDED OPTION:

If other options were considered, please specify and give reasons for recommended option

To not agree the lease would mean that the Council would not be actively supporting the delivery of early years development and associated activities in the locality of Moorends. And therefore this is the recommended option

Box 5

LEGAL IMPLICATIONS:

Under s.123 of the Local Government Act 1972 the Secretary of State's consent is required for the disposal of land for less than the best consideration reasonably obtainable except by way of short tenancy of less than 7 years. In this case all the recommended lettings fall within the specified period so that consent is not required for the undervalue disposal.

The Council's Financial Procedure Rules authorise the Council's Property Officer to arrange the disposal of land for less than best consideration where the best consideration reasonably obtainable would not exceed £250,000. If the market value of the disposal exceeds £250,000 then the approval of Cabinet is required

Name: Adam Bottomley **Signature:** By email **Date:** 23rd December 2016

Signature of Assistant Director of Legal and Democratic Services (or representative)

Box 6**FINANCIAL IMPLICATIONS:**

This tenancy replaces the one already in place so there are no issues other than the revenue income which at 35% of outgoings would be approximately £12,000 per year, plus rent at £500. There is currently a budget of £2,500 for income so the new lease would result in additional income of £10,000 over budget.

Name: Marion Berrett **Signature:** **Date:** 9th January 2017

**Signature of Assistant Director of Finance & Performance
(or representative)**

Box 7**HUMAN RESOURCE IMPLICATIONS:**

There are no HR implications.

Name: David Knapp **Signature:** **Date:** 04/01/2017

Signature of Assistant Director of Human Resources and Communications (or representative)

Box 8**PROCUREMENT IMPLICATIONS:**

There are no direct procurement implications associated with this report

Name: _S Duffield **Signature:** _ **Date:** 04/01/17

**Signature of Assistant Director of Finance & Performance
(or representative)**

Box 9**ICT IMPLICATIONS:**

DMBC ICT do not provide any live services to the nursery area of Moorends Childrens Centre and the leaseholder (Daisy Chain Nursery) will be responsible for making their own arrangements for any required ICT equipment together with data and telephony services.

There is structured cabling in place, but this (together with the DMBC communications cabinet) must not be used by any 3rd party supplier.

ICT will arrange to visit the site to remove any legacy DMBC ICT equipment from the nursery area.

Name: Peter Ward (ICT Strategy Programme Manager)

Signature: **Date:** 10/01/17

**Signature of Assistant Director of Customers, Digital & ICT
(or representative)**

Box 10

ASSET IMPLICATIONS:

The asset implications relevant to this decision are contained within the main body of the Officer Decision Record

Name: John McAteer (Property Advisor)

Signature: By email

Date: 22nd December, 2016

**Signature of Assistant Director of Trading Services and Assets
(or representative: Interim Projects Director – Asset Transformation)**

Box 11

RISK IMPLICATIONS:

To be completed by the report author

The Council would not be actively supporting the delivery of early years development and associated activities in the locality of Moorends.

Box 12

EQUALITY IMPLICATIONS:

To be completed by the report author

Any proposed use of Doncaster Council's land and property assets should ensure extensive reach into the community and be open to all.

Name: Gillian Fairbrother (Assets Manager, Project co-ordinator)

Signature: By email

Date: 4th January, 2017

(Report author)

**Box 13
CONSULTATION**

Officers

(In addition to Finance, Legal and Human Resource implications and Procurement implications where necessary, please list below any other teams consulted on this decision, together with their comments)

Members

Under the Scheme of delegation, officers are responsible for day to day operational matters as well as implementing decisions that have been taken by Council, Cabinet, Committee or individual Cabinet members. Further consultation with Members is not ordinarily required. However, where an ODR relates to a matter which has significant policy, service or operational implications or is known to be politically sensitive, the officer shall first consult with the appropriate Cabinet Member before exercising the delegated powers. In appropriate cases, officers will also need to consult with the Chair of Council, Committee Chairs or the Chair of an Overview and Scrutiny Panel as required. Officers shall also ensure that local Members are kept informed of matters affecting their Wards.

Please list any comments from Members below:

None

**Box 14
INFORMATION NOT FOR PUBLICATION:**

It is in the public's interest to be aware of this decision record under the Freedom of Information Act 2000, therefore this decision will be published in full, redacting only signatures

**Name: Joan L'Amie Signature: Joan L'Amie Date: 13th February 2017
Signature of FOI Lead Officer for service area where ODR originates**

Box 15

**Signed: Dave Wilkinson
Director/Assistant Director**

Date: 15 February 2017

**Signed: _____ Date: _____
Additional Signature of Chief Financial Officer or nominated
representative for Capital decisions (if required)**

**Signed: _____ Date: _____
Signature of Mayor or relevant Cabinet Member consulted on the above
decision (if required).**

- **This decision can be implemented immediately unless it relates to a Capital Scheme that requires the approval of Cabinet. All Cabinet decisions are subject to call in.**
- **A record of this decision should be kept by the relevant Director's PA for accountability and published on the Council's website.**
- **A copy of this decision should be sent to the originating Directorate's FOI Lead Officer to consider 'information not for publication' prior to being published on the Council's website.**
- **A PDF copy of the signed decision record should be e-mailed to the LA Democratic Services mailbox**