



LEE VALLEY REGIONAL PARK AUTHORITY

EXECUTIVE COMMITTEE

27 APRIL 2017 AT 11:00

Agenda Item No:

8

Report No:

E/492/17

**OFFICER DELEGATION IN RELATION TO PROPERTIES
UNDERLET TO LEE VALLEY LEISURE TRUST LIMITED**

Presented by the Director Corporate Services

EXECUTIVE SUMMARY

The Authority entered into 12 leases of its venues listed in the Leisure Services Contract with Lee Valley Leisure Trust Limited simultaneously with the completion of the Leisure Services Contract. The master form of these leases is annexed to the Leisure Services Contract. The lease contains various covenants which are conditional on Landlord's consent ranging from carrying out internal alterations at the venues, permitted use of the venues, transferring, subletting, sharing possession or occupation of the venues. In the majority of cases such consent is not to be unreasonably withheld.

The Authority's Standing Orders require Member's approval for affixing the Authority seal unless covered by delegation in Financial Regulations. This report is to seek approval for officer delegation to enter into such legal documents with Lee Valley Leisure Trust Limited.

RECOMMENDATION

Members Approve: (1) delegation to the Chief Executive and/or the Director of Corporate Services to enter into any necessary legal documentation including affixing the seal where appropriate where Landlord's consent is required under the various lease arrangements with Lee Valley Leisure Trust Limited.

BACKGROUND

- 1 The Authority entered into 12 leases and 2 licences with the Lee Valley Leisure Trust Limited (the Trust) for its various venues at the same time as completing the Leisure Services Contract (LSC) on 31 March 2015. The LSC amongst others relates to use and management of the venues.
- 2 The master form of these leases is annexed to the LSC. The lease contains various covenants which are conditional on Landlord's consent. These

prohibitions are as follows:

- no internal alterations or additions are allowed to the venues without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed). This consent normally takes the form of a licence to alter allowing the alterations enclosing the Trust's method statement, plans and specification. Such a licence also contains provisions for the removal of the alterations at the end of the lease.
 - no transfer, subletting or mortgaging of the whole or any part of the venues are allowed nor is sharing possession or occupation (i.e. temporary letting by way of simple licences) permitted without the Landlord's prior written consent which is not to be unreasonably withheld or delayed. These occupations can be consented to by way of a licence to underlet under seal attaching the form of agreed sub lease.
- 3 From a practical point of view the Authority is required under the leases to consent to certain changes within the parameters of the agreed lease arrangements as set out in paragraph 2 above. This formal consent is not to be unreasonably withheld. In practice there are very few occasions when the Authority can withhold its consent and it must be prompt in dealing with all of these requests. The Trust are managing and making some changes within the redline areas and in some cases within the buildings which relate to small projects which are being agreed by a joint team of both Authority and Trust officers. There is though the need to undertake the formalities required under the lease arrangements and where necessary the Authority's formal consent is required.
- 4 To expedite the required formalities as above delegation is sought to the Chief Executive and/or the Director of Corporate Services to enter into any necessary legal documentation including affixing the seal where appropriate where Landlord's consent is required under the various lease arrangements with the Trust.

This delegation will then allow for the speedier implementation of small projects which are designed to enhance the venues and in some cases will generate additional income.

ENVIRONMENTAL IMPLICATIONS

- 5 There are no environmental implications arising directly from the recommendations in this report.

FINANCIAL IMPLICATIONS

- 6 There are no financial implications arising directly from the recommendations in this report.

HUMAN RESOURCE IMPLICATIONS

- 7 There are no human resource implications arising directly from the recommendations in this report.

LEGAL IMPLICATIONS

8 These are dealt with in the body of the report.

RISK MANAGEMENT IMPLICATIONS

9 There are no risk management implications arising directly from the recommendations in this report.

EQUALITY IMPLICATIONS

10 There are no equality implications arising directly from the recommendations in this report.

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LIST OF ABBREVIATIONS

The Trust	Lee Valley Leisure Trust Limited
LSC	Leisure Services Contract

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