

Meeting	Cabinet Resources Committee
Date	16 December 2013
Subject	Stanley Road Playing Fields and Former Herbert Wilmot Centre, East Finchley, N2 – Deed of Dedication
Report of	Cabinet Member for Resources and Performance
Summary	To report on the Deed of Dedication Document agreed between the London Borough of Barnet, The Archer Academy and the National Playing Fields Association.

Officer Contributors	Suzanna Lewis – Principal Valuer
Status (public or exempt)	Public
Wards Affected	East Finchley
Key Decision	No.
Reason for urgency / exemption from call-in	N/A
Function of	Executive
Enclosures	Appendix 1 – Location Plan No. 24177
Contact for Further Information:	Judith Ellis: 020 8359 7359 (judith.ellis(valuation team)@barnet.gov.uk) Suzanna Lewis: 020 8359 7356 (Suzanna.lewis@barnet.gov.uk)

1. RECOMMENDATIONS

- 1.1 That the Committee note that the deed of dedication is agreed in principle to the council's requirements, the document is to be signed on completion of the sale of the land known as the Stanley Road Playing Fields and Former Herbert Wilmot Centre, East Finchley, N2.**

2. RELEVANT PREVIOUS DECISIONS

- 2.1 Cabinet Resources Committee, 25 February 2013 and decision published 27 February 2013 that came into effect 6 March 2013.

3. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS

- 3.1 The Corporate Plan 2013-2016 contains the strategic priority of promote responsible growth, development and success across the borough and 'Improve the satisfaction of residents and businesses with the London Borough of Barnet as a place to live, work and study'. A key principle of the Medium Term Financial strategy is to continually review the use of Council assets so as to reduce the cost of accommodation year on year and to obtain best consideration for any surplus assets to maximise funds for capital investment and/or the repayment of capital debt.
- 3.3 The sale of the Stanley Road Playing Fields and Former Herbert Wilmot Centre, East Finchley will provide a capital receipt to support the Council's priorities and bring this currently unused area of land back into use, while protecting the ongoing community use.
- 3.4 The Council's Estates Strategy 2011-2015 sets out our commitment to continually review the use of the council assets so as to reduce the cost of accommodation year on year and to obtain best consideration for any surplus assets to maximise funds for capital investment and/or the repayment of capital debt. The recommendation supports this, by reducing management costs and by generating a capital receipt for the Council in line with this objective, while preserving community use.

4. RISK MANAGEMENT ISSUES

- 4.1 It is considered likely that the sale and redevelopment of the Stanley Road site will raise levels of public concern and involvement and will give rise to policy considerations. We expect local residents to actively have a particular focus on the future of this site. The local community was represented at the Committee to ensure that the Deed of Dedication document be put in place at transfer. This proposal will mitigate and reduce the public concerns in this location.
- 4.2 The commitment to secure this agreement should mitigate this risk.

5. EQUALITIES AND DIVERSITY ISSUES

- 5.1 The proposal does not compromise any issues under the Council's Equalities Policy and do not compromise the Council in meeting its statutory equalities duties.

6. USE OF RESOURCES IMPLICATIONS (Finance, Procurement, Performance & Value for Money, Staffing, IT, Property, Sustainability)

6.1 There are no procurement, performance and value for money, staffing, IT or sustainability implications. It is anticipated that a capital receipt will be received by the Council. The property implications are set out in paragraph 9 below.

6.2 Any costs incurred in the preparation of this process, will be covered by the customer and support group budget.

7. LEGAL ISSUES

7.1 None.

8. CONSTITUTIONAL POWERS (Relevant section from the Constitution, Key/Non-Key Decision)

8.1 Council Constitution, Responsibility for Functions, states in paragraph 4.6 the functions delegated to the Cabinet Resources Committee including all matters relating to land and buildings owned, rented or proposed to be acquired or disposed of by the Council.

9. BACKGROUND INFORMATION

9.1 Following the Committee’s decision on 25 February 2013, Property Services with the Archer Academy and National Playing Fields Association have agreed a Deed of Dedication Document (Appendix 2) to ensure that the Playing Fields and recreational facilities continue to be available for community use, in perpetuity, outside school hours.

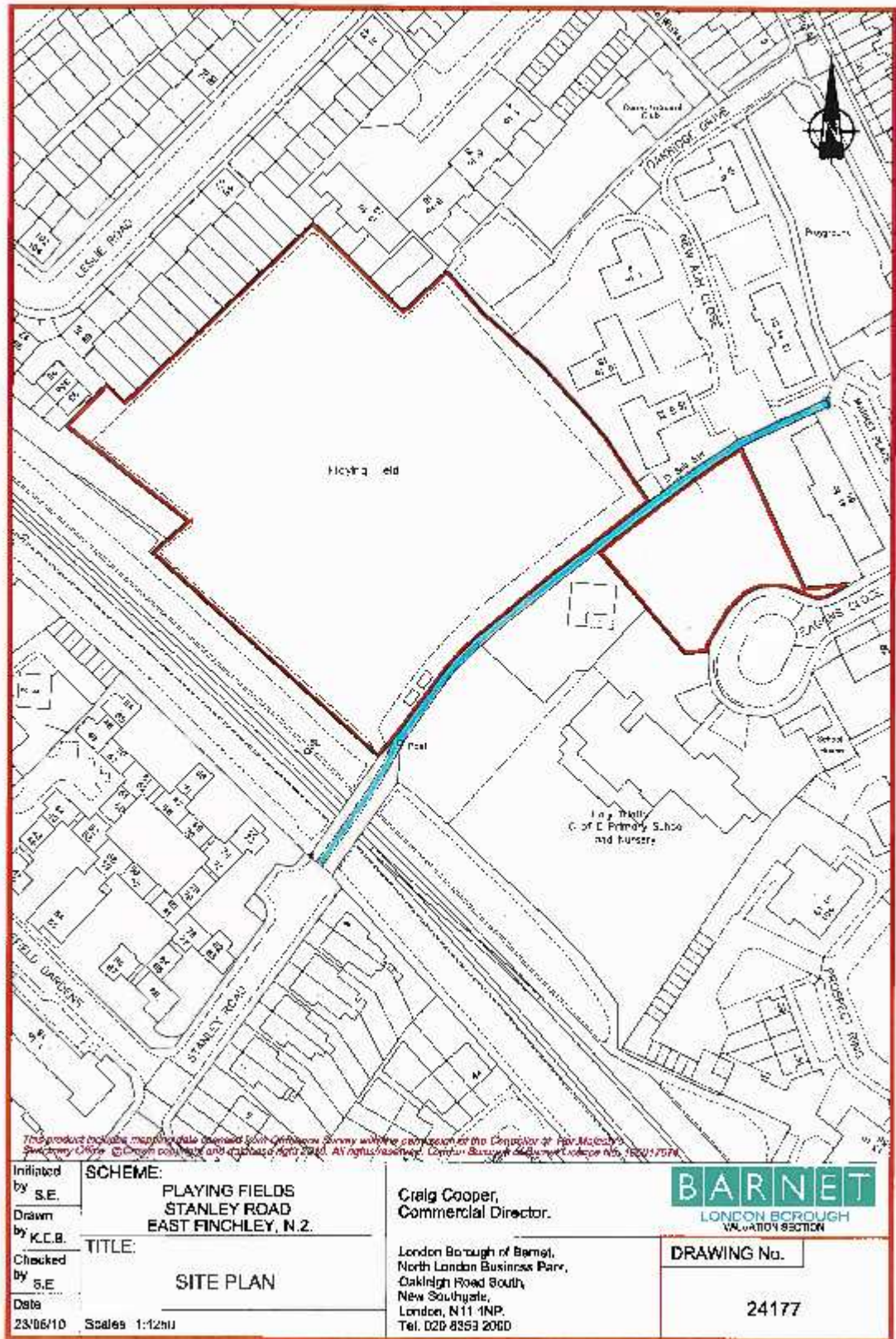
9.2 The agreement is also in line with the school’s community school ethos, and encourages an inclusive approach to the facilities to enable the wider community to have access to these resources.

10. LIST OF BACKGROUND PAPERS

10.1 None.

Cleared by Finance (Officer’s initials)	JH
Cleared by Legal (Officer’s initials)	IDG

Appendix 1 – Location Plan No. 24117



Initiated by S.E.
 Drawn by K.C.B.
 Checked by S.E.
 Date 23/06/10

SCHEME:
 PLAYING FIELDS
 STANLEY ROAD
 EAST FINCHLEY, N.2.

TITLE:
 SITE PLAN

Scales 1:1250

Craig Cooper,
 Commercial Director.

London Borough of Barnet,
 North London Business Park,
 Oakleigh Road South,
 New Southgate,
 London, N11 1NP.
 Tel. 020 8353 2060



DRAWING No.
 24177

**FIELDS IN TRUST
Deed of Dedication
Voluntary Organisation Protected**

The Archer Academy

and

National Playing Fields Association (2)

THIS DEED OF DEDICATION is made on the day of 20

BETWEEN

- (1) The Archer Academy, 3 Beaumont Close, London, N2 0GA , (“Archer Academy, ”) the Donor;
and
- (2) **NATIONAL PLAYING FIELDS ASSOCIATION**, operating as Fields in Trust, of 15 Crinan Street,
London N1 9SQ a Royal Charter Organisation established for charitable purposes (registered
charity number 306070) and its successors in title (**FIT**)

(The Archer Academy and FIT being together called the **Parties**)

3.1 WHEREAS:

1. The property more particularly specified in the Schedule and delineated on the plan attached thereto) was acquired by The Archer Academy on the (insert date).
2. The parties have conducted correspondence as a result of which the Donor has agreed that the Property will be dedicated in the manner and for the charitable purposes set out below,

NOW THIS DEED WITNESSETH:

3. The Archer Academy now DECLARES that it shall henceforth hold the property on charitable trusts for the public benefit in accordance with the charitable objects and powers set out in ***a deed of Declaration of Trust of even date herewith*** so as to permit the same to be used as a school playing field and indoor sports hall open to public use outside of required school hours and gives the following undertakings which relate to the recognition of the property as a Queen Elizabeth Challenge Field:

3.1 Not to use the Property or permit the Property to be used for any purpose other than as a school playing field and indoor sports hall open to public use outside of required school hours;

3.2 Not (in so far as it has the power to do so) to dispose of the Property without the consent of FIT;

3.3 Not (in so far as it has the power to do so) to erect any building or structure on the Property the use of which is outside the permitted uses as stated in Clause 3 without the consent of FIT;

Decisions relating to new buildings and structures, or alterations of the same, which fall within the user clause are solely in the control of the landowner or its tenant(s).

3.4 To inform FIT without delay of any proposals, intentions or decisions to dispose of or erect any structures on the Property;

3.5 To maintain the Property and to have regard to any advice given from time to time by FIT on the management and running of the Property;

3.6 To erect notices on the Property relating to the background of FIT and the Queen Elizabeth II Fields and giving recognition to financial support where required;

3.7 To secure the registration of any charitable trust declared under the deed of even date herewith in accordance with the provisions of the Charities Act 2011 (or any re-enactment, replacement or amendment of it);

3.8 To notify FIT promptly of any intention to exercise Trustee powers of amending the deed, amalgamation with another body or any winding up or dissolution of the charity under the powers in Schedule 2 of this deed;

3.9 To apply within three months of the date of this Deed to the Land Registry enter a restriction against Title Number [] in respect of this Deed in the following form:

“No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by order of the court.”

“No disposition by a sole proprietor of the registered estate to which section 117 of the 2011 Charities Act applies is to be registered unless the instrument contains a certificate complying with section 122(3) of that Act as appropriate.”

3.10 To notify FIT immediately once the registration of the restriction referred to in clause 3.9 has been completed.

4. FIT undertakes that it will:

4.1 Not unreasonably withhold consent to disposal of the Property or the erection of any structures upon it, subject to its duty to perform its charitable objects and provided that the provisions of clause 4 of this Deed have been complied with;

4.2 Respond without delay to any notifications of intended disposal or erection of structures, or to any requests for advice; and

4.3 Notify [] without delay of any concerns or matters of advice to which it requires [] to have regard.

5. The Donor DEDICATES the property as a as a school playing field and indoor sports hall open to public use outside of required school hours for the benefit of the inhabitants of East Finchley and thereabouts and the site will be titled the Archer Academy Playing field and sports hall]

IN WITNESS whereof this Deed of Dedication is executed the day and year first before written

Schedule 1

All that freehold property known as land at [] which is identified on the plan annexed and outlined in red being part of H M Land Registry Title Number [].

4

EXECUTED as a **DEED** by affixing the

COMMON SEAL of

In the presence of :

Member of Council

Member of Council

EXECUTED as a **DEED** by affixing the

COMMON SEAL of **NATIONAL PLAYING FIELDS ASSOCIATION**

In the presence of :

Member of Council