

	<p style="text-align: center;">Assets,Regeneration and Growth Committee</p> <p style="text-align: center;">24 July 2017</p>
<p style="text-align: right;">Title</p>	<p>Youth Zone</p>
<p style="text-align: right;">Report of</p>	<p>Strategic Commissioning Director of Children and Young People</p>
<p style="text-align: right;">Wards</p>	<p>Burnt Oak/Colindale</p>
<p style="text-align: right;">Status</p>	<p>Public</p>
<p style="text-align: right;">Urgent</p>	<p>No</p>
<p style="text-align: right;">Key</p>	<p>Yes</p>
<p style="text-align: right;">Enclosures</p>	<p>Appendix 1 - Site Plan Appendix 2 - Draft Heads Of Terms Appendix 3 - OnSide supporting statement Appendix 4 - Visuals</p>
<p style="text-align: right;">Officer Contact Details</p>	<p>Lee Robinson – Commissioning, Strategy & Policy Advisor Email: lee.robinson@barnet.gov.uk Tel: 0208 359 7465</p>

<p>Summary</p>
<p>An in-principle decision is sought to agree the Heads of Terms for a proposed lease with OnSide ('developer') for the development of a Youth Zone to be located on Montrose Playing Fields.</p>

Any agreement shall be subject to, and conditional upon, OnSide obtaining planning consent for its proposal in accordance with the attached Heads of Terms (**Appendix 2**) for a new youth and community facility, as well as being conditional upon any other necessary statutory consents that may be required.

Further details of their proposals are contained in the main body of this report.

On 7 September 2015 the Asset, Regeneration and Growth Committee agreed to give in principle support for the development of a Youth Zone to be built in either Burnt Oak or Colindale and for up to £4.2million of infrastructure reserves to be invested in the Youth Zone Project.

On 30 November 2015 the Asset, Regeneration and Growth Committee approved the preferred location, Montrose Playing Fields as the most suitable site for Barnet Youth Zone, allowing OnSide (“the developer”) to move the project forward and the core principles outlined in the report to committee as a framework for developing the lease agreement between the Council and OnSide for Barnet Youth Zone. The Committee requested that the final terms of the lease agreed with OnSide be submitted to a future Assets, Regeneration and Growth Committee for final approval.

Due diligence is being undertaken and an independent valuation will be required prior to transfer to comply with the s.123 Local Government Act 1972.

Recommendations

- 1. That, subject to OnSide obtaining all relevant planning consents and funding, the Committee approve Heads of Terms on the basis of a development agreement for a Youth Zone building to be constructed by the tenant, following which a long term lease is granted at a nominal rent with an operational agreement. Warranties in favour of the Council would be provided by the building contractor and the tenant’s professional team. This is subject to appropriate safeguards in the documentation to ensure the Council’s long term financial and property interests are protected.**
- 2. That the Committee note that Montrose Playing Fields has been advertised as a public open space for disposal purposes and no objections were received.**
- 3. That the Committee confirms that its authority be delegated to the Resources Director and the Strategic Director for Children and Young in consultation with the Chairman of the Assets Regeneration and Growth Committee to negotiate and enter into final documents as mentioned in Recommendation 1 subject to confirmation of OnSide funding, and to apply for consent from the Secretary of**

State for Communities and Local Government if required.

4. That the Committee note that a Planning Application has been submitted for Youth Zone Project by OnSide which is due to be considered by Planning Committee on 26th July 2017.

1. WHY THIS REPORT IS NEEDED

- 1.1 This report appends the proposed heads of terms for the long lease of land to facilitate a Youth Zone, located in Montrose Playing Fields. At its meeting on the 7th September 2015, the Assets, Regeneration and Growth Committee approved in principle support for the development of a Youth Zone supported by a capital investment by the Council of £4.2m, with Youth Zone to provide additional funding. At its subsequent meeting on the 30th November 2015, the Committee approved the preferred location of Montrose Playing Field and agreed the core principles set out in the report, for developing the lease agreement with Barnet Youth Zone, the charitable organisation that is developing the Youth Zone for Barnet.
- 1.2 The arrangements set out in the heads of terms have been developed through a process of negotiation between the Council and OnSide. Key features of the heads of terms include a lease period of 125 years, a peppercorn rent and a forfeiture clause to cover the circumstances should the Youth Zone no longer operate.
- 1.3 The heads of terms reflect the business case considered by the Committee on the 7th September 2015 and the 30th November 2015, and OnSide advise that they broadly reflect the OnSide Youth Zone arrangements entered into with other local authorities e.g. Wigan, Manchester and Oldham. The OnSide proposal contains a pre-requisite for a long lease without a break clause in order to secure the substantial external private funding required to develop and maintain the Youth Zone. (See Appendix 3) Whilst break clauses are a common feature in leases granted by the Council, in order to attract this funding into the borough for the benefit of children and young people, on balance, it is proposed to proceed with the OnSide approach while protecting the council's interest with restricted use clauses, appropriate covenants and forfeiture rights. This option provides the most pragmatic solution to progress a priority project for the Council. This is mentioned further at paragraph 5.5.
- 1.4 Final detailed terms of the development agreement and lease are still to be agreed and approval for the delegation of the final terms of these and the other required documents is sought. The terms of the documents will have a key role ensuring that the Council is fully protected against adverse risks that financial and property transactions may be exposed to. The Council will seek verification that OnSide have received full capital funding.

2. REASONS FOR RECOMMENDATIONS

- 2.1 To allow the development of the land at Montrose Playing Fields to proceed by approving Heads of Terms and granting delegation for the finalising of the legal documentation.

3. ALTERNATIVE OPTIONS CONSIDERED AND NOT RECOMMENDED

- 3.1 Seek a long lease at a peppercorn rent with a break clause to enable the Council to more easily take control of the lease in the event of a breach of contract. This option would not be acceptable to OnSide and would effectively terminate the Youth Zone proposal and therefore, on balance, is not recommended.
- 3.2 Seek a shorter term lease with review periods. This option would not be acceptable to OnSide and would effectively terminate the Youth Zone proposal and therefore, on balance, is not recommended.

4. POST DECISION IMPLEMENTATION

- 4.1 Approval of final details of lease and development agreement from the Resources Director and the Strategic Commissioning Director of Children and Young People in consultation with the Chairman of the Assets Regeneration and Growth Committee.

5. IMPLICATIONS OF DECISION

5.1 Corporate Priorities and Performance

- 5.1.1 The Council's Corporate Plan 2015-20 states that the Council, working with local, regional and national partners, will strive to ensure that Barnet is a place

- of opportunity, where people can further their quality of life
- where people are helped to help themselves, recognising that prevention is better than cure
- where responsibility is shared, fairly
- where services are delivered efficiently to get value for money for the taxpayer

- 5.1.2 The grant of long term lease will support the corporate plan by working with national partners.

5.2 Resources (Finance & Value for Money, Procurement, Staffing, IT, Property, Sustainability)

- 5.2.1 As agreed at Committee on 7 September 2015 the London Borough of Barnet

will fund up to £4.2 million towards the £6 million capital build. OnSide are investing £4.8million, split between a capital contribution (£1.8m), and assumed operational revenue requirements (£3m). It will be the responsibility of the Barnet Youth Zone, the newly formed charitable organisation, to secure the ongoing operational (revenue) funding from outside the local authority, meaning there is no on-going revenue commitment from the Council. Barnet Youth Zone (Company No. 10445685) was registered as a charity on the 1st June 2017 (Charity registration number: 1173239).

5.2.2 OnSide propose that the Council pays its share of the funding during the course of building work on a stage payment basis as construction of the proposed new building progresses and as reasonably requested by Barnet Youth Zone. An indicative construction cash flow forecast for such funding is to be appended to the development agreement and reviewed and updated as necessary during the development. It is proposed that any request for payment of such Funding by Barnet Youth Zone be submitted to the Council's Director of Finance or other appropriate officer and shall be supported by appropriate statements and invoices within five (5) working days of the Council requesting such statements and invoices.

5.3 Social Value

5.3.1 The activities and opportunities provided by the Youth Zone will offer early intervention and prevention services to young people in Barnet. As well as the universal activities offered, there will be targeted work addressing specific needs, supporting young people to make the right choices concerning their health and well-being, thinking about their future working life and helping young people see the role they can play in their community. OnSide advise that outcomes from previous Youth Zone's have included;

- Increase in youth employment
- Improved educational attendance and attainment
- Reduced truancy and exclusion
- Improved self-confidence.

5.4 Legal and Constitutional Reference

5.4.1 Local authorities are given powers under Section 123(1) of the Local Government Act 1972, as amended, to dispose of land held by them in any manner they wish. A constraint is that, except with the consent of the Secretary of State, a council cannot dispose of land, other than for the grant of a term not exceeding seven years, for a consideration less than the best that can reasonably be obtained.

5.4.2 Section 2.1 of The Management of Assets, Property and Land Rules contained in the Councils constitution states that The Management of Assets, Property and Land Rules provide the governance structure within which the Council may acquire, lease, act as landlord, licence, develop, appropriate, change use of, or dispose of Assets within its Asset Portfolio.

- 5.4.3 It is proposed that the grant of the lease will be at a peppercorn rent for a term of 125 years effective from the proposed date of completion of the development in 2018, subject to appropriate terms being negotiated to protect the long term interest of the Council.
- 5.4.4 Council Constitution, The Management of Asset, Property and Land Rules, Appendix 1 requires disposals at undervalue to be approved by the Assets, Regeneration and Growth Committee. Following completion of the independent valuation approval to the transaction approval will be delegated as detailed in recommendation 3 of this report.
- 5.4.5 State aid and public procurement implications are addressed in paragraph 5.5.2 and 5.5.3 below.
- 5.4.6 Section 123 of the Local Government Act 1972 requires that on disposal of its land (which includes leases, with exceptions which don't apply here) the Council should be paid the best price reasonably obtainable, unless the consent of the Secretary of State for Communities and Local Government is obtained. The 'Local Government Act 1972 general disposal consent (England) 2003 disposal of land for less than best consideration that can be reasonably obtained' permits disposal of land at undervalue where the disposal will be for the economic, social or environmental wellbeing of the residents of the Borough where the difference between the unrestricted value of the interest to be disposed and the consideration accepted is £2 million or less. If the proposed disposal falls within this it will not be necessary to seek an express consent for disposal from the Secretary of State for Communities and Local Government.
- 5.4.7 Lease agreement implications are referred to in 5.5.4, 5.5.5 and 5.5.6

5.5 Risk Management

- 5.5.1 There is a risk that planning permission will not be granted. However, consultation with the community and ward councillors have shown that there is widespread support for the development. OnSide has undertaken all necessary pre-application engagement with Local Authority Planning and other statutory planning consultees. The planning application has been submitted and it is anticipated this will go to committee on 26 July 2017.
- 5.5.2 HB Public Law has carefully considered the nature of the proposal and advised that the risk of the development falling foul of state aid rules is low because the economic activities to be carried on by Barnet Youth Zone are predominantly local activities and the council aid does not distort or threaten to distort competition as it is not liable to have an effect on trade between Member States because the sports and leisure facilities, and related community social and personal service activities, to be provided by Barnet Youth Zone at the facility, will serve a predominantly local audience and is unlikely to attract customers or investment from other Member States.

- 5.5.3 Public procurement rules can apply to development agreements in certain circumstances including when they are council-led in terms of specification and design of the works. Here, OnSide will be solely responsible for the specification and design and build of the facility and, as a charity, OnSide is not subject to the public procurement rules. Therefore OnSide can conduct the procurement of the professional services and the construction without full compliance with public procurement rules.
- 5.5.4 The advice from HB Public Law (5.5.5 and 5.5.6) has outlined the risks from the lease agreement. Negotiations with OnSide have balanced securing Youth Zone as a priority project and protecting the Council's interest. It should be noted that the council retains freehold of the land and the terms of the lease enable recovery through forfeiture (subject as mentioned in 5.5.6) of both land and building should Barnet Youth Zone fail to deliver in the future.
- 5.5.5 The Council as landlord and funder needs to have remedies in case the project does not deliver the outcomes mentioned in para 5.3, for example if the property were not used for the use permitted by the lease, which includes target numbers of visits and local unique users. The most certain control the landlord could have is the ability to end the lease by breaking it, if the property is not used as agreed or certain other tests are met. If contested, and the court finds that the trigger event did occur, the lease ends and no further tests are applied. The lease would need to be outside the security of tenure of the Landlord & Tenant Act 1954. OnSide have explained that their donors are used to OnSide's key principles (as distinct from the core principles listed in the November 2015 report), which do not include a break clause. OnSide have indicated that they would not be able to proceed if the lease departs from their key principles. OnSide's statement at Appendix 3 refers. Alternative remedies for breach of covenant exist but are less effective. An injunction can be sought to restrain use which is not permitted by the lease (which would need to be pursued promptly), but not to prevent the premises from being unused or little used. The Council is not likely to suffer financial loss as a result of a breach of the use covenant so would probably not be able to claim damages. Another remedy would be forfeiture which is mentioned at paragraph 5.5.6 below.
- 5.5.6 OnSide's model lease includes forfeiture. This means the landlord can seek to end the lease for various reasons as mentioned at 12 and 18 of the draft heads of terms or that the premises have not been used for a year. A number of steps to be taken first which involve allowing another entity to take over the lease or allowing a chance to put right a breach. The tenant can ask the court to decide whether the lease is ended, and the court will consider not only whether the tenant breached the lease but also a range of other factors in deciding whether the lease ends.

It is less likely that the lease can be ended by forfeiture even if a breach of the lease has taken place. The lease is likely to end by forfeiture only if the proposed use has failed and neither Barnet Youth Zone, OnSide nor any funder wish to resurrect the enterprise.

5.5.7 Risk of contractual issues arising during construction and post completion of the building. Barnet Youth Zone are responsible for the procurement and construction of the building. The responsibilities of Barnet Youth Zone and the council are being captured in an operational agreement that is being developed alongside the lease.

5.5.8 Whilst the council is contributing £4.2m of capital funding, OnSide/Barnet Youth Zone are responsible for raising the remaining costs of construction. The funding to deliver the project by OnSide is set out in the reports considered by the Committee on the 7th September 2015 and the 30th November 2015. On Side is confident of securing its contribution based on its successful fund raising to date for Barnet Youth Zone, and the number of Youth Zones successfully developed and funded elsewhere.

5.6 Equalities and Diversity

5.6.1 The 2010 Equality Act outlines the provisions of the Public Sector Equalities Duty which requires Public Bodies to have due regard to the need to: eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010; advance equality of opportunity between people who share a relevant protected characteristic and those who do not foster good relations between people who share a relevant protected characteristic and those who do not.

5.6.2 It is not considered that the signing of the lease will not give rise to any issues under the Council's Equality Policy and do not compromise the Council in meeting its statutory equalities duties.

5.7 Consultation and Engagement

5.7.1 The proposal was advertised by the Council as a public open space for disposal purposes. There was no public objection to the disposal of the land.

5.8 Insight

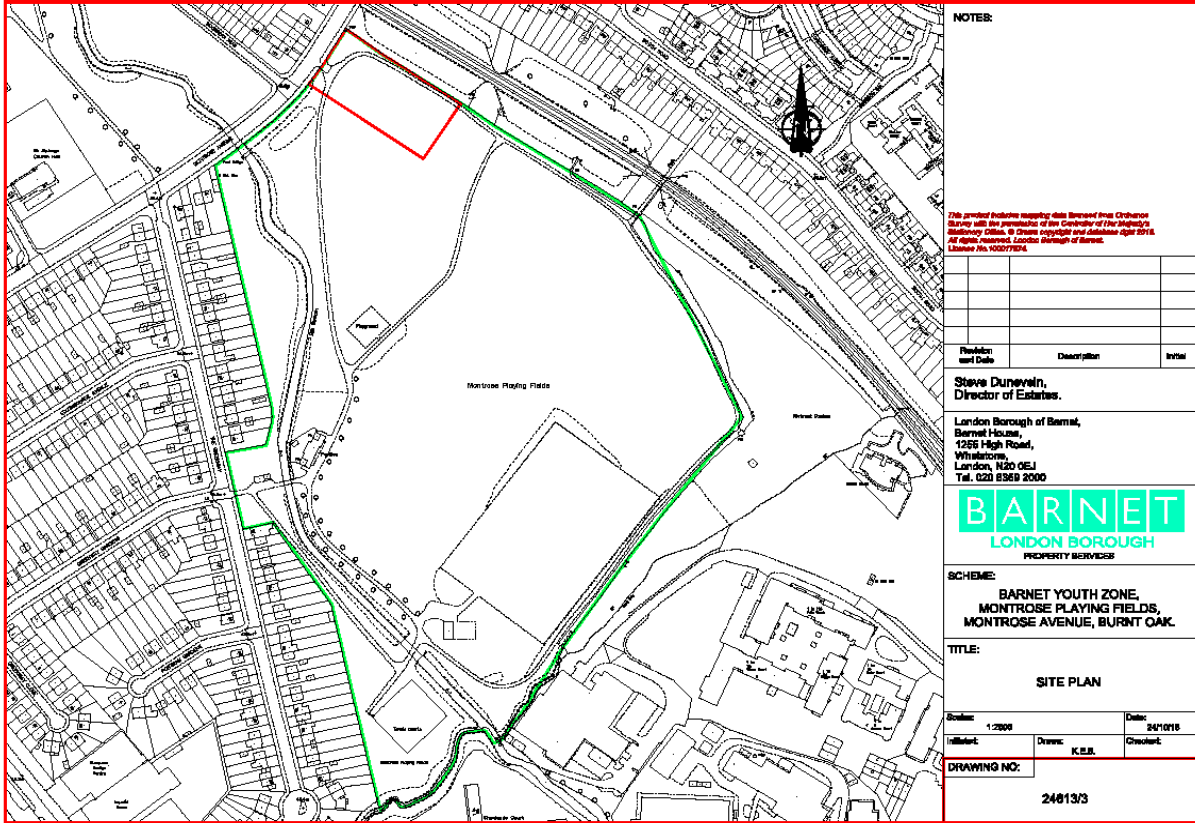
5.8.1 Insight data, such as deprivation levels, child poverty and child obesity have been used to help inform the proposal to locate the Youth Zone at Montrose Playing Fields.

6. BACKGROUND PAPERS

6.1 Youth Zone- Asset, Regeneration and Growth Report, 7th September 2015
<http://barnet.moderngov.co.uk/mgConvert2PDF.aspx?ID=25570&ISATT=1#search=%22youth%20zone%22>

6.2 Youth Zone- Asset, Regeneration and Growth Report, 30th November 2015
<http://barnet.moderngov.co.uk/mgConvert2PDF.aspx?ID=27711&ISATT=1#search=%22youth%20zone%22>

Appendix 1 - Site Plan



NOTES:

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Revision	Description	Date

Steve Dunsen, Director of Estates,
London Borough of Barnet,
Barnet House,
1256 High Road,
Whetstone,
London, N20 0EJ
Tel. 020 8369 2000



SCHEME:
BARNET YOUTH ZONE,
MONTROSE PLAYING FIELDS,
MONTROSE AVENUE, BURNT OAK.

TITLE:
SITE PLAN

Scale:	1:2000	Date:	04/10/18
Author:		Drawn:	K.E.B.
		Checked:	

DRAWING NO.:
24813/3

Appendix 2 - Draft Heads Of Terms

HEADS OF TERMS

DRAFT

Subject to Contract and Without Prejudice

Proposal lease of Barnet Youth Zone- Land at Montrose Playing Fields, Montrose Avenue Burnt Oak, London,

- 1 LANDLORD:** The Mayor & Burgesses of The London Borough of Barnet
North London Business Park
Oakleigh Road South
London
N11 1NP

Tel: 020 8359 2665
- 2 LANDLORD'S SOLICITOR:** Legal Services to Barnet and Harrow Council
Harrow Council
PO Box 2
Civic Centre
Station Road
Harrow
HA1 2UH

(DX 30450 HARROW 3)

For the attention of (legal office to be formally instructed following Councils approval).
- 3 TENANT:** Barnet Youth Zone
Suite Gb,
Atria,
Spa Road,
Bolton
BL1 4AG
Telephone No: 01204 362128
email: rob.carter@onsideyouthzones.org
Company No: 10445685
Charity Reg No: 1173239
- 4 TENANT'S SOLICITOR:** -----
Teacher Stern
37 – 41 Bedford Row
London
WC1R 4JH
For the attention of Phil Berry
Tel: (0)20 7242 3191
Fax: T.B.A.
- 5 THE PROPERTY:** Land at Montrose Playing Fields, Montrose Avenue, Burnt Oak edged red on the attached plan (final plan to be attached).

6 RENT: Peppercorn rent (if demanded)

7 TERM: 125 years from [DATE],

8 USER: D2 use (subject to planning permission).

Not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the lawful use of the Property for the purposes permitted below shall not be a breach;

Not to use the Property for any illegal or immoral purpose

Use on a not for profits basis for the purposes of a charity formed for the provision of facilities for children and young people in the London Borough of Barnet and surrounding areas providing a universal activity based service complemented by a range of targeted support services to help and educate them by promoting their full physical, intellectual and social potential.

To further the parties' mutual intentions in relation to community use and benefit, the Tenant shall:

- (a) promote the wider community use of the Premises to engage help and educate children and young people up to the age of nineteen (19) (twenty five (25) for young people with a disability and/or learning difficulty) in the London Borough of Barnet and surrounding areas through leisure time activities;
- (b) at all times use reasonable endeavours to work with other appropriate local statutory and voluntary organisations to allow children and young people to enjoy a range of activities in their leisure time and have access to a range of targeted support services;
- (c) operate a membership policy whereby an annual fee (currently £5) and a fee per visit (currently 50 pence) is paid by each member provided that such fees are agreed by the Landlord in writing such agreement not to be unreasonably withheld or delayed.
- (d) at all times comply with appropriate policies and procedures for the safeguarding of children young people and vulnerable adults in respect of the Authorised Use.

The Tenant is to keep the Property open within the usual operation hours.

9 MAINTENANCE AND REPAIR

The Tenant is to repair and keep in repair the building and grounds.

At all times during the Term to keep the Property (including for the avoidance of doubt all buildings structures landscaping, any areas which are unbuilt upon and other erections forming part of the Property) clean and tidy and keep in a state of good repair and to make good:

- (a) any damage it causes to the Property and/or
- (b) any deterioration to the condition of the Property that may arise from commencement of the lease

provided that the Tenant shall not be in breach of this covenant if and for so long as disrepair arises due to damage caused to the Property by any of the Insured Risks and the Tenant is diligently pursuing its insurance claim and reinstating such damage;

To notify the Landlord in writing immediately if any structural damage occurs to the Property.

10 SERVICES:

The Tenant is to be responsible for the payment of all gas, electricity, water and any other services provided to the premises as well as for the payment of rates.

11 ALTERATIONS:

The Tenant shall not carry out any substantial additions or material external alterations to the Property without the consent of the landlord.

12 ALIENATION:

The assignment of the lease will be subject to the Council consent. Assignment of the lease will only be granted to an organisation of similar status and financial standing.

Subletting is permitted. Any sub-lease or rental agreement for use of the land (and building thereof) can only be with other organisations that help and educate children and young people by providing them with activity-based or other support services to promote their physical, intellectual and social potential; the rates charged by the Youth Zone Charity must be appropriate. Any profit made through subleasing or letting space should only be used to directly fund further Core Universal Services.

If there is any breach regarding this compliance or is otherwise in fundamental, irremediable breach of its obligations in relation to the Authorised Use, the Council will be able to forfeit the lease subject to a step-in right in favour of OnSide Youth Zones (company number: 06591785, charity number: 1125839) which can only be exercised if the Council is reasonably satisfied that:

- a) OnSide has the resources to operate the Premises for

the Authorised Use; and

- b) OnSide has the financial ability whether from its own resources or from grants or donations to operate the Premises for the Authorised Use.

The lease will only remain vested in the Tenant whilst it holds and can demonstrate it has registered charity status.

- 13 INSURANCE:** The Tenant is to insure the Property for the usual insured risks. The Tenant will note the Landlord's interest on the policy and produce evidence of cover.
The tenant must indemnify the Council against any claims that may arise from the premises.
- 14 STATUTORY OBLIGATIONS:** The tenant must comply with any Statutory Obligations and regulatory issues applicable in respect of running a property for the Authorised Use.
- The Tenant will be obligated to observe the standard equality and diversity obligation as follows:
- (a) to perform its obligations under the lease (including those in relation to the provision of any arrangements or agreements with community users in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (b) take all necessary steps, and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
- The Tenant will observe all statutory obligations relating to Health and Safety together with all applicable rules and regulations relating to such matters and make available to the Council its published health and safety policy within 5 days of request
- 15 BREAK CLAUSES:** There will be no break clause provided that the lease contains the following restrictions on the use of the land:
A minimum of 40hrs of Core Universal Services are provided each week of every year outside of normal school hours from the land (and building thereon);
The Youth Zone provides services to 1,000 unique Barnet residents and has a minimum of 15,000 visits per year.
- 16 AGREEMENT COSTS:** Each party will bear its own costs.

17 **OTHER:**

Any other terms as reasonably required by the Council's Legal Department.

Any breach of the terms of this agreement must be remedied within 1 month, or agreed reasonable time period otherwise the agreement will be terminated.

PLAN TO BE INSERTED (TO BE FINALISED)

Governance:

Grant of Lease conditional upon Council reviewing and being satisfied with the Charitable Purposes/Statement of its Charitable Objectives. Any change to those must be approved by Council and Charity Commission.

Ongoing compliance with Charities Act 2011 and Charity Commission Regulations.

18. **FORFIETURE:**

Lease can be terminated inter alia if Tenant

- (i) ceases to be a Charity; or
- (ii) becomes insolvent; or
- (iii) if the Tenant materially breaches any condition of the Lease or materially breaches any of its obligations in the Lease and fails to remedy such breach within such reasonable time as the Landlord may specify; or
- (iv) if the Tenant fails to use the Premises for the Authorised Use or for Community Use for a continuous period in excess of twelve months.

Appendix 3 - OnSide key principles for lease arrangements

OnSide (15 June 2017)

“Youth Zones have always been built on land that has been leased by the local authority to the operating charities that run the Youth Zones for 125 years at a peppercorn rent, with no break clauses but very restrictive user provisions, appropriate covenants and forfeiture rights to ensure the land is only used for the purpose as originally intended - to deliver positive activities and better life-chances to young people on a charitable basis.

These basic principles are fundamental to the sustainability of the Youth Zone which is why they are insisted upon by the trustees of OnSide, the trustees of the Barnet Youth Zone charity, the trustees of The OnSide Foundation who act as custodians of the funding raised by OnSide, and the individuals and businesses who provide that funding. These lease terms strike an appropriate balance between the entirely proper need to protect public assets and the levels of security and commitment expected by OnSide and its supporters.

The principles are fundamental to these parties because they demonstrate the Council's absolute long-term commitment to the project. Without this clear commitment, potential funders, of either the capital investment or ongoing operating costs, will be wary of investing, because of the threat they perceive to the Youth Zone's ability to continue to operate in the long term. Break clauses can have an adverse impact on the operating charity's security of tenure, the acceptability of the leasehold title to potential mortgagees, such as grant funders seeking security, but most importantly they provide no opportunity for relief to be granted by the Court, as is the case in the event of attempted forfeiture. For these reasons, they are not feasible for a charity that needs to bring in the level of external funding required to build and operate a Youth Zone for the benefit of generations of young people. Instead, and still having the need to protect the Council's long-term interests firmly in mind, provisions are put in place to ensure that the Council can forfeit the lease in the event of a fundamental failure of the Youth Zone charity. It is recognised that recovering possession of property by forfeiture can be more difficult than by operating a break clause but OnSide and its supporters believe that is entirely how it should be and if the project has fundamentally failed, relief against forfeiture would be denied by the Court and possession granted to the Council.

Youth Zones are established to operate for the long-term, based as they are on the model of the Bolton Lads & Girls Club which has recently celebrated its 128th year, and these basic principles in the lease are there to ensure sustainability and thereby meet the mutual aspirations of the project partners and supporters.”

Appendix 4 - Barnet Youth Zone (Unitas) – visuals



