

AGENDA ITEM: 12

Page nos. 39 – 44

Meeting	Cabinet Resources Committee
Date	10 February 2004
Subject	West Hendon Playing Fields Car Park, Goldsmith Avenue, West Hendon, NW9 – Grant of a long lease
Report of	Cabinet Members for <ul style="list-style-type: none">• Resources• Performance, Partnerships & Best Value• Environment and Transport
Summary	To approve the grant of a lease to the Greater London Magistrates Court Authority of 19 car parking spaces at the West Hendon Playing Fields Car Park, Goldsmith Avenue

Officer Contributors	Robert Colville, Valuer, Economic and Community Development
Status (public or exempt)	Public (with a separate exempt section)
Wards affected	West Hendon
Enclosures	Plan No.1 and Appendix A
For decision by	Committee
Function of	Executive
Reason for urgency / exemption from call-in (if appropriate)	N/A

Contact for further information: Robert Colville, Valuer, Property Services & Valuation, 0208 359 7363

1. RECOMMENDATIONS

- 1.1 That, subject to the outcome of the advertising pursuant to Section 123 (2A) of the Local Government Act 1972, the Greater London Magistrates Courts Authority be granted a lease of parking spaces at West Hendon Playing Fields car park upon the basis of the terms set out in this report and the exempt report.**

2. RELEVANT PREVIOUS DECISIONS

- 2.1 Council in Committee on 29 July 1999 required that any advertising under Section 123 (2A) of the 1972 Act of an intention to dispose of land should be reported to the appropriate Area Environment Sub-Committee for information. The advertising of the 'disposal' of this land on long lease will be reported to the Hendon Environment Sub-committee on 15th March.

3. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS

- 3.1 The Corporate Plan commits the Council to "plan and manage land use and development in Barnet to enhance quality of life and provide tangible benefits for the community". The proposal in this report does this by facilitating the redevelopment of the West Hendon Magistrates Court and provides the Council with a capital premium.

4. RISK MANAGEMENT ISSUES

- 4.1 The additional use of the car park may result in increased maintenance costs but the lease to the GLMCA will include provision for the GLMCA to pay a fair proportion of such expenditure.
- 4.2 The grant of the lease to the GLMCA will remove 19 car parking spaces from public use on weekdays but this is at a time of lowest use by the public. The public may use those parking spaces outside of the court's hours of business when public demand for parking spaces is at its highest.

5. FINANCIAL, STAFFING, ICT AND PROPERTY IMPLICATIONS

- 5.1 The GLMCA will be liable to pay the Council the capital premium set out in the exempt report together with payment of the Council's fees and costs, including the costs of advertising pursuant to Section 123 of the Local Government Act 1972.
- 5.2 There are no staffing or ICT implications. The property implications are set out below in section 8.

6. LEGAL ISSUES

- 6.1 The disposal of land held for public open space purposes is permissible subject to the proposed disposal first being advertised in accordance with the provisions of Section 123 (2A) of the Local Government Act 1972. Any representations arising from the advertising must be considered by the Committee.

7. CONSTITUTIONAL POWERS

- 7.1 Constitution – Part 3 - Responsibility for Functions – Section 3.6 Functions delegated to the Cabinet Resources committee – All matters relating to land and buildings owned, rented or proposed to be acquired or disposed of by the Council.

8. BACKGROUND INFORMATION

- 8.1 The Greater London Magistrates Court Authority (GLMCA) wishes to lease land for car parking from the Council. It is proposing to redevelop the West Hendon court facility in the immediate future. The preferred option involves increasing the number of courtrooms on site, resulting in a loss of car parking space. In order that such a scheme may be considered viable by the planning authority, and in order that planning permission may be granted, the GLMCA must provide an alternative source of car parking for the site.
- 8.2 The GLMCA have highlighted that the West Hendon Playing Fields Car Park, a short distance away from the magistrates court on Goldsmith Avenue, is currently under-utilised during business hours. This has been proven by both the GLMCA's own study and officer's observations. The GLMCA have therefore approached the Council with a request to lease some of the parking spaces for use by people attending the court.
- 8.3 From a planning aspect the proposed parking spaces will satisfy the parking requirements of the proposed courthouse development so long as they are available on a long-term basis.
- 8.4 It has been provisionally agreed that the GLMCA should be granted a lease upon the following principal terms:
- I. A 60 year lease be granted for the use of 19 car parking spaces at the West Hendon Playing Fields Car Park site. The term will commence from the date of the lease. The lease will be exclude from the provisions of sections 24-28 of the Landlord and Tenant Act 1954. (The car park is edged black on the attached plan and the approximate location of the leased spaces is shown hatched).
 - II. A capital premium in the sum set out in the exempt report will be paid by the lessee with an annual rent of a peppercorn exclusive of all outgoings.
 - III. The Council will be responsible for maintaining the site in good repair and condition. At the end of each year of the term the lessee will pay a fair proportion of the costs of all reasonable and necessary repairs to the site carried out by the Council. The lessee will be obliged not to cause or allow to be caused any damage to the site other than fair wear and tear.
 - IV. The lessee may only use the demised land as a car park for the attendees of West Hendon Magistrates Court, Goldsmith Avenue, West Hendon, NW9. The lessee may use the parking spaces between the hours specified in sub-paragraph XII below. The Council may use the demised land outside of the hours in sub-paragraph XII. The Council may use the remainder of the site for any purpose as it sees fit, so long as this will not adversely affect the lessee's use of the demised land.
 - V. In the event that the Council requires possession of the demised land for any purpose and cannot perform that purpose whilst the lease subsists, the Council may terminate the lease by giving the lessee at least 6 months notice subject to the Council providing the lessee with appropriate alternative car parking provision deemed suitable by the Planning Department, and to be agreed by the lessee, such agreement not being unreasonably withheld. The Council will pay the lessees reasonable costs in relation to such a change of parking provision. The lease of the new site will be for such period as remains unexpired under the original lease. None of the premium will be repaid and no further payment will be due from the lessee.
 - VI. The lessee must not assign, underlet, charge, part with possession or otherwise dispose of the premises or any part of the demised land save in connection with its use as a car parking facility for the West Hendon Magistrates Court.
 - VII. The lease will prohibit the lessee from making any alterations or additions whatsoever to the demised land save the marking of car parking spaces.

- VIII. In so far as it may be necessary, the Council is to insure the demised land and the lessee will reimburse any premium.
- IX. The lessee is to indemnify the Council and to keep the Council indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from any breach of any of the lessee's obligations in the lease.
- X. The lessee will deliver up vacant possession on the expiration or the sooner determination of the term.
- XI. The lessee will pay the Council's reasonable fees and legal costs incurred in dealing with the grant of the lease.
- XII. The lessee may use the demised land between the hours of 7:30 a.m. and 6:00 p.m. Monday to Friday inclusive, excluding bank holidays. Use of the demised land by the lessee on a Saturday or Sunday is not permitted.
- XIII. The lessee is not to cause any nuisance or annoyance to the Council or to any adjoining owners or occupiers.
- XIV. The Borough Solicitor may include such other terms that he considers to be appropriate.

8.5 The car park forms part of West Hendon playing fields and therefore it has been necessary to advertise the proposed grant of the lease in accordance with the provisions of Section 123 (2A) of the Local Government Act 1972. The advert appeared in the local papers on 6th and 13th January and any representations must be received by 3rd February.

8.6 The GLMCA is anxious to progress this matter and therefore, in an attempt to cut down on timescales, this report has been prepared in advance of the outcome of the advertising. A verbal report upon any representations received will be given at the Committee meeting and, if necessary, this will be followed-up by a further report to a future meeting.

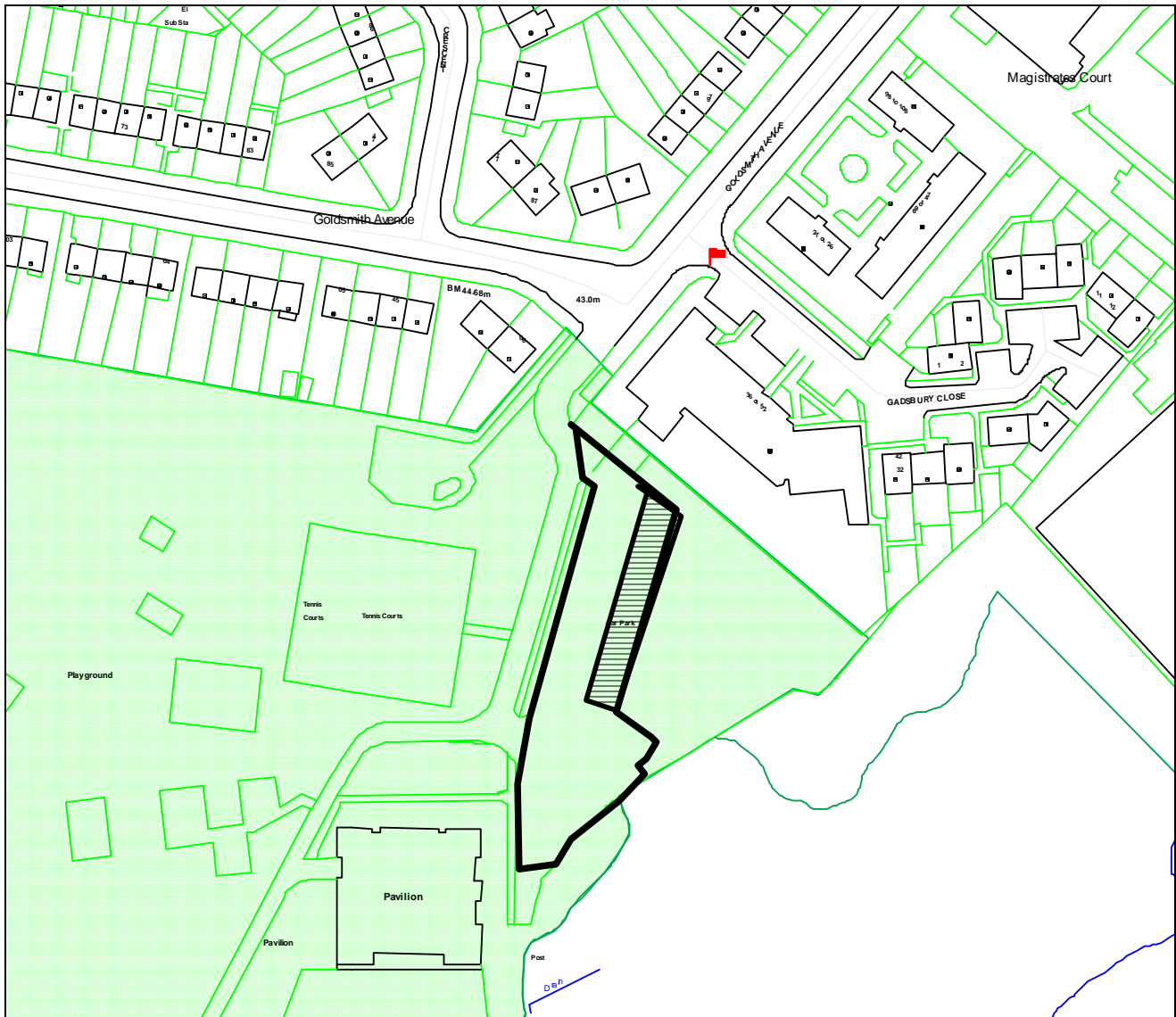
9. LIST OF BACKGROUND PAPERS

9.1 Copy of the advertisement published in the local press on 6 and 13 January 2005.

9.2 Any person wishing to inspect the background papers listed above should telephone 0208 359 7363.

MO.SS
BT CM

WEST HENDON PLAYING FIELDS CAR PARK SITE



NOT TO SCALE

© Crown Copyright. All rights reserved. London Borough of Barnet. Licence No LA086290 2005

Copy of the advert pursuant to Section 123 (2A) of the Local Government Act 1972

LONDON BOROUGH OF BARNET

DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT

SECTION 123 OF THE LOCAL GOVERNMENT ACT 1972

LAND AT WEST HENDON PLAYING FIELDS CAR PARK –PROPOSED LEASE OF CAR PARKING SPACE TO THE GREATER LONDON MAGISTRATES COURT AUTHORITY

NOTICE IS HEREBY GIVEN that the Council is proposing to grant a lease of 19 car parking spaces on the above parcel of land to the Greater London Magistrates Court Authority for use in conjunction with the West Hendon Magistrates Court.

A plan showing the proposed lease area may be inspected at the offices of the Property Services and Valuation Group, Ground Floor Building 5, North London Business Park, Oakleigh Road South, New Southgate, London N11 1NP. The plan can be viewed between the hours of 9.00 am to 5.00 pm Mondays to Fridays (excluding public holidays).

Before making any further decision on the proposal, the Council will consider any written representations received. All written representations, which should be addressed to the Chief Valuer and Development Manager, Property Services and Valuation Group, Building 5, North London Business Park, New Southgate, London N11 1NP (quoting reference VAL/RC), must arrive no later than Thursday 3rd February 2005.

Dated Thursday 6th January 2005.

David Stephens
Chief Valuer and Development Manager
Ground Floor, Building 5,
North London Business Park
Oakleigh Road South
New Southgate
London N11 1NP