

	<p style="text-align: center;">ACTION TAKEN UNDER DELEGATED POWERS BY OFFICER In consultation with the Chairman of the assets Growth and regeneration Committee</p>
<p style="text-align: right;">Title</p>	<p>Lodge Lane (Car Parking Land) Finchley, N12: Market Lease</p>
<p style="text-align: right;">Report of</p>	<p>Chief Operating Officer (Acting)</p>
<p style="text-align: right;">Wards</p>	<p>West Finchley Ward</p>
<p style="text-align: right;">Status</p>	<p>Public</p>
<p style="text-align: right;">Enclosures</p>	<p>Appendix 1</p>
<p style="text-align: right;">Officer Contact Details</p>	<p>Suzanna Lewis, suzanna.lewis@barnet.gov.uk 02083597356</p>

Summary

The Lodge Lane Car Park ('the Site') is owned freehold by the Council. A lease was granted over part of the Site for the purposes of a weekly Friday open air market, which expired on the 1st November 2010.

This report sets out Heads of Terms, in Appendix 1, for the renewal of the above lease as a weekly Friday open air market until the 1st May 2016.

Decisions

1. That the Council grant a new lease to the current lessee of the premises shown on drawing edged red and hatched as set out in the signed Heads of Terms.

1. WHY THIS REPORT IS NEEDED

- 1.1 This report is needed to comply with the Councils constitution 'The management of Asset, Property and Land Rules, Appendix 1 – Table A – A full DPR is required for approval of a lease out of £25,001 to £100,000 in value.

2. REASONS FOR DECISIONS

- 2.1 The reason for the decision is that the Council needs to regularise the occupation of the Site.

3. ALTERNATIVE OPTIONS CONSIDERED AND REJECTED

- 3.1 If the Council does not renew the lease, the rights that the current tenant affords under the Landlord and Tenant Act 1954, restricts any plans that the Council has for the Site at a later date. If the Council does not wish to renew the lease in the future, to do so will incur greater costs than if a new lease is put in place.
- 3.2 The market provides an income stream to the council and a popular facility at this location. Termination of the lease is not therefore considered as a preferred option.

4. POST DECISION IMPLEMENTATION

- 4.1 Completion of the new lease by HB Public Law.

5. IMPLICATIONS OF DECISION

5.1 Corporate Priorities and Performance

- 5.1.1 The Corporate Plan has a corporate priority 'Better Services with Less Money'. One of the strategic objectives of this corporate priority is to make the 'best use of our collective resources'. The grant of a lease of the market at Lodge Lane car park delivers an income which can be used to contribute to delivering the council's objectives.

- 5.1.2 The Council's Estates Strategy 2011-2015 sets out the commitment to continually review the use of council assets so as to reduce the cost of accommodation year on year. The recommendation supports this, generating an income for the Council in line with this objective.

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

- 5.2.1 The current rent is £33,800 per annum and the proposed rent is £33,800 per annum exclusive as set out below in the signed Heads of Terms, which

represents the market rent for this property.

5.3 Legal and Constitutional Reference

5.3.1 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. The only 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.

5.3.2 Council Constitution, The Management of Asset, Property and Land Rules, Appendix 1 Table A – sets out the authorisation delegated powers thresholds. For Lease out for Rent or Consideration value of £25,0001 to £100,000, the decision is delegated to the Director or Deputy Chief Operating Officer in consultation with Chairman of appropriate Committee

5.4 Risk Management

5.4.1 The existing tenant is holding over and rent has been accepted therefore the occupation is at risk whereby the tenant is afforded statutory protection under the Landlord and Tenant Act (1954) with rights to renew their tenancy. Renewal of the lease will enable the council to appropriately manage the use of this asset in the future

6 Equalities and Diversity

6.1 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

7 Consultation and Engagement

7.1 None

8 BACKGROUND PAPERS

8.1 NONE

9 DECISION TAKER'S STATEMENT

9.1 *I have the required powers to make the decision documented in this report. I am responsible for the report's content and am satisfied that all relevant advice has been sought in the preparation of this report and that it is compliant with the decision making framework of the organisation which includes Constitution, Scheme of Delegation, Budget and Policy Framework and Legal issues including Equalities obligations*

10 OFFICER'S DECISION

I authorise the following action

10.1 **The grant of a lease over part of Lodge Lane Car Park for a weekly Market on the terms set out in paragraph 5.2.1 above.**

Signed



Date



Appendix 1:

HEADS OF TERMS

(Without prejudice & Subject to Contract) (Subject to Council Authority)

LEASE OF LAND LODGE LANE (CAR PARKING LAND) FINCHLEY N12

- 1 **LANDLORD:** The London Borough of Barnet

North London Business Park
Oakleigh Road South
London
N11 1NP

Tel 020 8359 7356

- 2 **LANDLORD'S SOLICITOR:** London Borough of Barnet
For the attention of Ian Goldsmith
Barnet and Harrow legal
Harrow Council
PO Box 2
Civic Centre
Station Road
Harrow
HA1 2UH

Tel: 020 8416 8495
Email: ian.goldsmith@harrow.gov.uk

- 3 **TENANT:** Alan William Bloxham and Janet Joyce Bloxham

- 4 **TENANT'S SOLICITOR:** TBC

- 5 **THE PROPERTY:** The land Lodge Lane, as shown edged red on the attached
plan.

- 6 **RENT:** £33,800 pa

(£650 per week for 52 weeks a year for the Friday Market
equates: £33,800 per annum.)

- 7 **RENT FREE PERIOD:** None.
- 8 **RENT REVIEW:** 3 Yearly upward only.
- 9 **TERM:** Commencement Date: 2/11/2010
Expiry Date: 1/5/2016

To be contracted out of the 1954 Landlord and Tenant Act.
- 10 **USER:** Premises to be used for an open air Market held at the premises on a Market Days.

Market Days: Every Friday throughout the term.
- 11 **MAINTENANCE AND REPAIR:** The tenant to keep in a good and substantial repair and condition and keep clean and tidy throughout the term.
- 12 **SERVICES** The tenant is to be responsible directly for the gas, electricity and water services provided to the premises, and rates.
- 13 **ALTERATIONS:** The Tenant shall not construct any new buildings or structures on the premises or make alterations, additions or improvements to the premises without the previous written consent of the Landlord not to be unreasonably withheld.
- 14 **ALIENATION:** Not to assign, underlet or part with, or share possession of any part of the premises. Not to assign the whole of the premises without the prior consent of the Landlord not to be unreasonably withheld.

The tenant is permitted to grant non exclusive licences to stall holders for the purpose of erecting market stalls within the permitted hours, on Friday.
- 15 **INSURANCE:** The Landlord is to insure the buildings in respect of the usual perils and the tenant is to reimburse the premiums properly paid.
- 16 **IMPROVEMENTS:** None of the existing facilities are to be treated as tenant's improvements at the commencement of the term
- 17 **RENT PROPERLY PAYABLE:** The rent payable shall be the passing rent, or open market rent, whichever is the greater. Rent reviews shall determine the rent at which the premises might reasonably be expected to be let on the open market at the relevant review date subject to the following:
- a the premises are fit for immediate occupation;
 - b the premises are available to let by a willing landlord to a willing tenant as a whole, without a premium or a rent free period for a term equal to the original term

of the lease;

- c the premises have been fully fitted out and equipped for immediate occupation;
- d the Tenant's covenants have been fully performed and observed
- e the benefit of any planning or other consent current at the review date would be available to such willing tenant but disregarding the following:
 - a any effect on the rent due to the Tenant's occupation of the premises;
 - b any goodwill attached to the premises by reason of the business operated by the Tenant;
 - c any increase in rental value due to the existence of any improvement to the premises carried out with the written consent of the landlord with the exception of obligations requiring compliance with statutes or directions of local authorities.

18 RENT REVIEW DISPUTES:

Either party may apply to the RICS for the appointment of an arbitrator, or an independent expert may be appointed by mutual agreement, no sooner than 3 months following a rent review date, and no later than 12 months after a rent review date.

19 AGREEMENT COSTS:

The tenant shall cover the legal fees in relation to the preparation of the new lease.

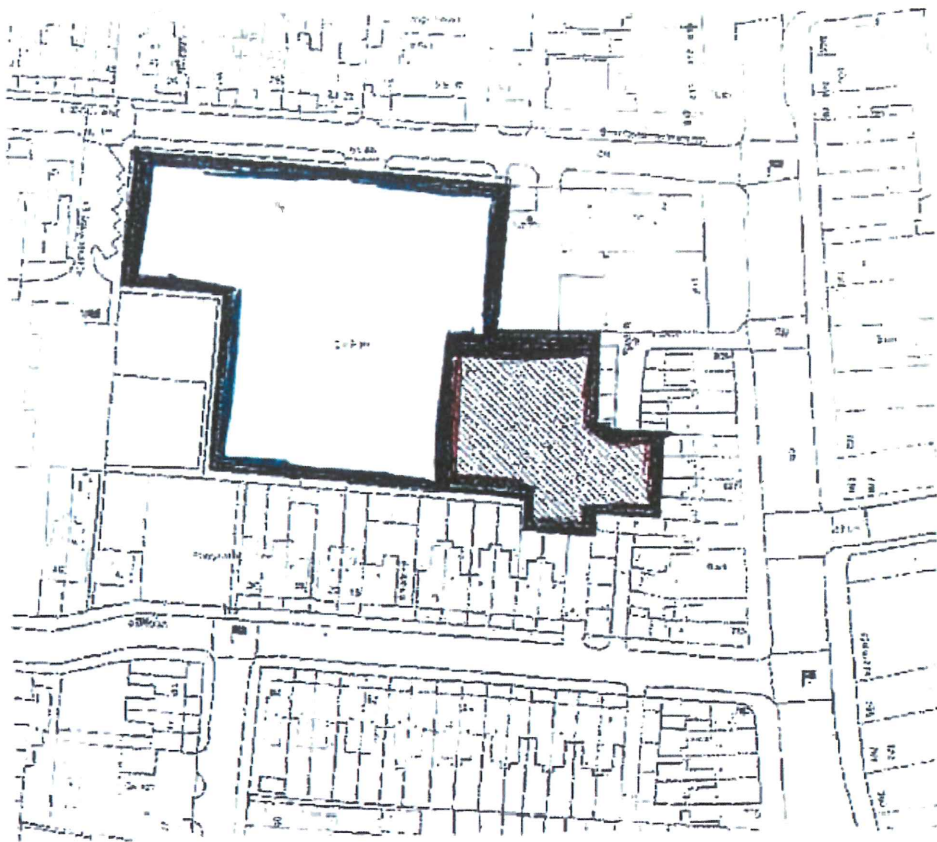
Legal Fee: £2,050 fixed fee. Surveyors Fee: £750

Please could you sign below in agreement to the Heads of Terms proposed and in principal the regulation points raised:

Tenant signature: -----

Date: 15 December 2014

Site Plan showing the extent of Lodge Lane Car Park, edged in blue.
The area reserved for the Friday market is edged and hatched in red.



RS