

**Chief Officer List of Decisions: 1 January 2022 – 31 March 2022**

**Deputy Chief Executive – Cath Shaw**

TITLE / DECISION	DATE OF DECISION	DECISION TAKER	REASON
Brent Cross South Retail Park – Appointment of Asset Space Ltd as Commercialisation Partner	17.1.22	Cath Shaw	To authorise procurement of Commercialisation services for the park on a 5 year appointment with a 3 year mutual break.
Friary House - Refund for Room 2 & 4	18.1.22	Melanie Chiknagi	<ol style="list-style-type: none"> <li>1. Barnet Bereavement Services currently occupy Room 4 at Friary House on a Tenancy at Will whilst the CBAT lease is being completed. The tenant was relocated from Room 2 to Room 4 from 29th July 2019 and continued to pay a non-subsided rent of Room 2.</li> <li>2. To provide the tenant with full refund for the duration of occupation in Room 2 until July 2019.</li> <li>3. A refund to reflect the CBAT associated with Room 4 – Breakdown as follows:</li> <li>4. - Current non- subsidised rent at £217 per month – £4,000 per annum</li> <li>5. - CBAT leases agreement provides 90% subsidy of the rent which is £33.33 per month</li> <li>6. - Refund of £183 per month from 29th July 2019 until January 2022 and thereafter to amend the rent to £33.33 per month</li> <li>7. To proceed with the grant a Tenancy at Will to Barnet Bereavement Services for Room 4 in Friary House at a rent of £4,000 p.a. adjusted for a 90% CBAT subsidy, bringing the rent to £400 p.a. (£33.33 per month).</li> </ol> <p>Under the Tenancy at Will, the Barnet Bereavement Service will be liable for services charges and insurance contribution based on a fair proportion.</p>
Capital Delivery Team Structure	20.1.22	Cath Shaw	To revise existing Portfolio Lead post to become Head of Capital Programmes post, Grade 8, reporting to the Assistant Director for Capital Delivery

			<p>To create 2 new Programme Management Office Support posts, Grade H reporting to the Programme Management Office Manager</p> <p>To create 4 new Portfolio Lead posts, Grade M, reporting to the Head of Capital Programmes</p> <p>To create 7 new Project Manager posts, Grade L, reporting into relevant Portfolio Leads</p>
<p>Public apart from exempt Appendix A this is exempt as it contains information falling within Schedule 12A of the Local Government Act 1972, information relating to the financial or business affairs of a person or body (including the authority holding that information)</p>	20.1.22	Cath Shaw	<p>SUMMARY OF THE DECISION: To approve the change in control of Saracens Copthall LLP (SCLLP)] in accordance with clause 12.5 of the Loan Agreement between LBB and SCLLP.</p>
<p>6 &amp; 7 Mount Parade, EN4 9DD</p> <p>New leases</p>	20.1.22	Melanie Chiknagi	<p>The Council to agree the grant new leases to Sally Anne Watt at 6 Mount Parade and 7 Mount Parade on the following terms:</p> <p>Rent: £15,000 pa (£7,500 p.a. per unit)</p>

			<p>Term: A term of 10 years</p> <p>Rent Review: On the fifth anniversary of the term. Upwardly only to market value.</p> <p>Break: Tenant only break clause at the end of the 5th year, subject to at least 6 months' notice.</p> <p>Use: E (a) - The User Clause will be for the hair salon/ tanning salon.</p> <p>Assignment and subletting: The tenant will be permitted to assign the whole of the premises subject to the written consent of the Council, such consent not to be unreasonably withheld. Subletting part or the whole of the property will be prohibited.</p> <p>Repairs: The tenant at all times during the term to repair and keep in repair, the premises but not the main structure; to pay a fair proportion of the cost of maintaining and repairing the exterior of the property.</p> <p>Alteration: The Tenant will not be permitted to make any alterations or additions whatsoever to the Demise without the written consent of the Landlord, such consent not to be unreasonably withheld. Any initially proposed alterations are to be agreed prior to the commencement of the Lease.</p> <p>Insurance: The Council will keep the premises insured to its full reinstatement value and the Council will recover the insurance premiums by way of an insurance rent.</p> <p>Other terms: The other terms will where applicable and reasonable follow the previous lease.</p> <p>Historic Rent: A payment of £8,000 (£4,000 per unit) is to be made when the leases complete, and the remaining £12,000 (£6,000 per unit) is to be paid in quarterly instalments over the next 24 months.</p> <p>Each party is responsible for their own costs.</p>
West Hendon CPO3 – 6 Marriotts Close - Private Treaty	26.1.22	Cath Shaw	Authorise:

Acquisition and grant of temporary occupational licence			<p>(i) acquisition of the freehold interest and rights of 6 Marriotts Close for the purchase price of £512,267.93 which includes all heads of statutory compensation; and</p> <p>(ii) the entering into and completion of a temporary licence to occupy on the terms set out in this COD</p>
North London Business Park, Parking for Oakleigh Road Depot overflow	26.1.22	Melanie Chiknagi	<p>Author of the COD to approve:</p> <p>An acquisition of a new lease outside the L&amp;T 1954 Act for:</p> <p>1. Minibus parking at a rent of £82,500 for a 12 month period from 1st March 2022 to 28th February 2023.</p> <p>There are no break clauses. There is no SDLT payable. This is inclusive of utilities, rates, insurance and service charge.</p> <p>LBB to give an undertaking for landlords legal cost of £1,950 +VAT and disbursements.</p>
Planning Performance Agreement – Edgware Town Centre (Broadwalk Centre/Edgware Station) Redevelopment	1.2.22	Cath Shaw	<p>This COD seeks authority to enter into a PPA in respect of the proposed redevelopment of the sites at the Broadwalk Centre and Edgware Station.</p> <p>The PPA will provide a framework for pre-application discussions between the LPA and landowners with a view to the submission of a planning application in Q1 2023.</p>
West Hendon CPO3 – 7 Marriotts Close - Private Treaty Acquisition and grant	3.2.2	Cath Shaw	<p>(i) the entering into and completion of a temporary licence to occupy on the terms set out in this COD</p>

of temporary occupational licence			
29 Pendall Close, Edgeworth Close Barnet  Staircasing and transfer of freehold reversion.  Discharge of charge.	9.2.22	Cath Shaw	Upon receipt of monies due to the Council from Network Homes in the sum of ££84.240.00, in respect of the staircasing by the leaseholder of the remaining 30 per cent equity share and freehold interest in 29 Pendall Close, to authorise and approve the Council's execution of form DS3 in respect of that part of the freehold of title number NGL668209 relating to the freehold reversion of 29 Pendall Close.
173 Bells Hill, EN5 2TB	9.2.22	Melanie Chiknagi	The Council to agree the grant of a lease to Anuruddha Athukoralage on the following terms:  Tenant: Anuruddha Athukoralage  Rent: £10,756 per annum  Rent Review: Year 5. Open market.  Incentive: 4 Months' rent-free period.  Term: A term of 10 years contracted outside the Security of Tenure provisions contained in the Landlord and Tenant Act 1954 part II  Break: Mutual break on fifth year of the term with a 6 months' notice period.  Costs: Tenant to bear landlord's costs in this matter.  Use: E (a) – Commercial, business or service, (display or retail sale of goods, other than hot food).

			<p>Repairs: Tenant to take on all repairs and maintenance. No structural alterations permitted.</p> <p>Insurance: The Landlord to insure the Property and recharge Tenant.</p> <p>Alienation: Tenant cannot assign or sublet the demise or part of the demise, without prior consent from the Landlord.</p> <p>Standard clauses on compliance</p>
North London Business Park, Parking for Oakleigh Road Depot overflow	10.2.22	Melanie Chiknagi	<p>An acquisition of a new lease outside the L&amp;T 1954 Act for:</p> <p>1. Minibus parking at a rent of £82,500 for a 12 month period from 21st February 2022 to 20th March 2023.</p> <p>There are no break clauses. There is no SDLT payable. This is inclusive of utilities, rates, insurance and service charge.</p> <p>LBB to give an undertaking for landlords legal cost of £1,950 +VAT and disbursements.</p>
1418-1420 High Road Whetstone – S106 Legal Agreement	21.2.22	Cath Shaw	<p>This COD authorises the Council to enter into a S106 Legal Agreement in respect of the proposed redevelopment of the land at 1418-1420 High Road Whetstone.</p>
North London Business Park, Parking for PTS Minibus overflow from Oakleigh Road South Depot	22.2.22	Melanie Chiknagi	<p>An acquisition of a new lease outside the L&amp;T 1954 Act for:</p> <p>1. Minibus parking at a rent of £9,920 for 1 month period from 1st March 2022 to 31st March 2022.</p> <p>There are no break clauses. There is no SDLT payable. This is inclusive of utilities, rates, insurance and service charge.</p> <p>LBB to give an undertaking for landlords legal cost of £1,500 +VAT and disbursements.</p>
Grant of a Lease at Burnt Oak Leisure	22.2.22	Melanie Chiknagi	<p>The London Brough of Barnet to grant a lease to Greenwich Leisure Limited on the following terms;</p> <ul style="list-style-type: none"> <li>• Term of lease 01/0/2018 – 31/03/2028</li> </ul>

Centre to Greenwich Leisure Limited			<ul style="list-style-type: none"> <li>• All Leases will be excluded from the 1954 Act</li> <li>• All Leases will contain an early termination clause; If the leisure contract dated 21st December 2017 falls away then the lease will automatically terminate</li> <li>• Rent: One Pound (£1) if demanded</li> <li>• Assignments, charging, sharing occupation and subletting of whole: prohibited. Subletting of part: Allowed in all leases with landlord's consent (not to be unreasonably withheld) and subject to compliance with provisions set out in the lease</li> <li>• The terms for all leases are set out in the Councils Leisure Management Contract 21st December 2017 includes the annexed lease schedule</li> </ul>
Letting of Cardiff House, Tilling Road, Brent Cross, London NW2 1LJ, to The Bridge Group	22.2.22	Melanie Chiknagi	To grant a new lease to the Bridge Group at Cardiff House
Rent Arrears Recover Broadway	24.2.22	Melanie Chiknagi	Approval to Document a Deed of Rectification relating to the lease of 233/241 West Hendon Broadway & a Supplemental Agreement to recover Rent Arrears
3 Egerton Gardens, London NW4 4BB – Completion Date variation	2.3.22	Cath Shaw	The completion date for the acquisition of 3 Egerton Gardens is being varied from 04.04.2022 to 29.07.2022.
Planning Performance Agreement with Chase New Homes for Donoghues Business Park site	2.3.22	Cath Shaw	<p>This COD seeks authority for the Council to enter into a Planning Performance Agreement ('PPA') with Chase New Homes in respect of the redevelopment of the Donoghues Business Park site within the Brent Cross Cricklewood Regeneration Area ('BXC').</p> <p>The PPA will provide a framework and funding agreement between the LPA and Chase New Homes which will enable the dedicated Brent Cross Team within the LPA to provide pre-application advice in</p>

			<p>respect of the proposals for the site and oversee and determine the required pre-RMA conditions and applications which are required under the Section 73 Permission for the BXC regeneration scheme.</p> <p>The PPA will formalise the service support from the Local Planning Authority (LPA) and will provide for financial contributions from the Developer to fund Officer time to ensure that applications are prepared with high quality engagement to enable timescales to be met.</p>
Mill Hill Park Pavilion – New Letting	2.3.22	Melanie Chiknagi	The Council are to agree a new letting of the pavilion at Mill Hill Park to Mani Spratt at Mill Hill Park Pavilion
West Hendon CPO3 Compensation following Vesting of 7 Marriotts Close	3.3.22	Cath Shaw	<p>The making of CPO3 was approved by ARG on 12th March 2018 and subsequently confirmed by the Secretary of State on 23rd September 2019. CPO3 applies to residential properties at 1-10 Marriotts Close and 1-232 Marsh Drive and covers Phases 5 &amp; 6 of the regeneration scheme.</p> <p>7 Marriotts Close vested to the Council under CPO3 on 6 February 2022. The former owners and LBB have now agreed a sum of £498,250.00 which is a full and final payment for the former owner’s interest in the property.</p> <p>This COD will be followed by a CHAPS payment memo, requesting Barnet make the compensation payment to the former owners and providing supporting solicitor instructions and evidence of all compensation costs.</p> <p>All costs associated with acquisitions are covered by Barratt Metropolitan Limited Liability Partnership (BMLLP) under the terms of a CPO Indemnity Agreement agreed in 2006. Costs for this compensation will be recovered within the 2021/22 financial year.</p> <p>ARG, 12th March 2018, authorised the appropriate Chief Officer to take any further necessary actions to secure the making, confirmation and implementation of CPO3. DPR, 11th July 2018 authorised the private treaty acquisition of properties within CPO3 and land in accordance with Heads of Terms to be agreed in respect of each property.</p>



			This COD specifies the property to be acquired and meets the requirements of LBB's Private Treaty Audit in 2019 regarding new CPO processes
Dollis Valley Estate Regeneration Scheme – Transfer of Phase 3 land parcels 4 and 5	7.3.22	Cath Shaw	That the Council executes the transfer in escrow of the lease and freehold of land known as Phase 3 parcel 4 and parcel 5 to Countryside Properties plc. as identified on the attached plan as Appendix 1(such plan being indicative only).
Change to establishment	9.3.22	Cath Shaw	<ul style="list-style-type: none"> <li>• Delete one fixed term contract position for 'Web content design' roles and add one permanent position in its place</li> <li>• Create one new post, Digital Business Partner, ensuring the investment in the Councils digital offer adds value to our residents and businesses and is a key enabler to deliver Barnet Plan and enable the Councils MTFS</li> <li>• Both roles to be added to the Customer &amp; Digital permanent establishment</li> <li>• Funding is available, through reviewing service budgets, so no additional funding is requested</li> </ul>
Pure Gym, East End Road, N3 2TA – Consent for reversionary underlease. (The Academy)	14.3.22	Melanie Chiknagi	<p>This property is let to U + I IPA Ltd on a ground lease for 150 years with effect from 29/04/1992 at a peppercorn rent. The property is subject to an under-lease to "Pure Gym" for 35 years expiring 22/08/2036 at a rent of £311,000 p.a.</p> <p>The lessee, U + I IPA Ltd, proposes to grant a 2 -year reversionary under-lease to Pure Gym Limited. The proposed 2 year contracted-out reversionary lease is to commence on 23/08/2036 with a Day-1 rent review.</p>
Grant of a Lease at Finchley Lido Leisure Centre to Greenwich Leisure Limited	18.3.22	Melanie Chiknagi	<p>The London Borough of Barnet to grant a lease to Greenwich Leisure Limited on the following terms;</p> <ul style="list-style-type: none"> <li>• Term of lease 01/01/2018 – 31/03/2028</li> <li>• All Leases will be excluded from the 1954 Act</li> <li>• All Leases will contain an early termination clause; If the leisure contract dated 21st December 2017 falls away then the lease will automatically terminate</li> <li>• Rent: One Pound (£1) if demanded</li> </ul>

			<ul style="list-style-type: none"> <li>• Assignments, charging, sharing occupation and subletting of whole: prohibited. Subletting of part: Allowed in all leases with landlord's consent (not to be unreasonably withheld) and subject to compliance with provisions set out in the lease</li> <li>• All other terms for all leases are set out in the template least annexed to the leisure contracts dated 21st December 2017</li> </ul>
Authority for London Borough of Barnet to acquire the relevant rights and interests in those storerooms required to facilitate the proposed development scheme at Upper and Lower Fosters Housing Estate – Flat 5 Lower Fosters, New Brent Street, London, NW4 2DH	23.3.22	Cath Shaw	<p>A decision was made by the Housing and Growth Committee on 24 November 2020 to approve the full business case for the Fosters Estate Development Project and delegated authority to the Deputy Chief Executive to negotiate, approve, finalise and complete such other documents as may be required to effect and implement or deliver the scheme by Barnet Homes Limited.</p> <p>As part of the land assembly to deliver the development scheme, the Council is progressing by way of negotiation with the acquisition of all rights and interests of the pramshed, to be effected by way of a surrender/buy back of the pramshed in order to gain vacant possession of the pramshed on the Estate. As consideration for the surrender of the pramshed, the leaseholders will be granted a lease extension under the Leasehold Reform Housing &amp; Urban Development Act 1993 (the premium for which is £4,500, payment of which will accrue from the Upper and Lower Fosters capital budget, as agreed by the P&amp;R Committee), the right to use a storeroom (and the right to use a temporary storeroom) and a contribution towards the leaseholder's legal costs of £1,390.00 plus VAT.</p>
Ancillary "Buy Back Agreement" to the Development Agreement with Sage Housing Limited for the development of new homes at Upper and Lower Fosters	23.3.22	Melanie Chiknagi	<p>To approve the "Buyback Agreement" ancillary to the Deed of Variation to the Development Agreement with Sage Housing Limited for the Upper and Lower Fosters</p>

Brent Cross Cricklewood – Jesus House Lease Renewal	25.3.22	Cath Shaw	Authorises the completion and execution of a short-term contracted out lease renewal in connection with the existing lease to enable the current tenants to remain in occupation until vacant possession is required.
12A The Concourse, NW9 5XB – Lease Renewal	28.3.22	Melanie Chiknagi	<p>The Council are to agree the lease renewal to Katrina Baker at 12A The Concourse on the following terms:</p> <p>Rent: £3,500 per annum</p> <p>Term: A term of 5 years</p> <p>Use: E - The User Clause will be for a shop</p> <p>Alienation: Absolute bar on assignment or subletting of part only. The Tenant must not assign, underlet, charge, part with possession, or otherwise dispose of the premises.</p> <p>Repairs: The Tenant will be responsible to keep the Demise in full repair.</p> <p>Alteration: Absolute bar on structural alterations. The Tenant will not be permitted to make any alterations or additions whatsoever to the Demise without the written consent of the Landlord, such consent not to be unreasonably withheld. Any initially proposed alterations are to be agreed prior to the commencement of the Lease.</p> <p>Insurance: The Tenant shall keep the Landlord fully indemnified against all third-party claims in connection with the use and operation of the Demise by the Tenant. To pay an Insurance Rent in respect of keeping the Demise and Community Centre insured at the full cost of rebuilding or reinstating the Demise.</p>
Crown Commercial Services (CCS) Liquid fuels framework	30.3.22	Cath Shaw	This report relates to the award of a call-off contract from the Crown Commercial Services (CCS) Liquid Fuel Framework Contract RM6177 for the period 1 April 2022 to 31 March 2024 and to use the identified supplier Certas Energy Ltd. for the supply of red diesel heating fuel.

RM6177 call-off for red diesel heating fuel for the period 1 April 2022 to 31 March 2024			
Rent Review - Glebelands Indoor Bowls at Summers Lane Finchley	31.3.22	Melanie Chiknagi	To agree the below RPI rent review. Basis of Valuation and Valuation Retail Price Index (RPI) Current Rent: £216.00 p.a. RPI basis Current Rent fixed 2016 £216.00 RPI (September 2016) 264.9 RPI (September 2021) 308.6 Rent of £194/ 264.9 *308.6 = £251.64 Increase: £35

*I have the required powers to make the decision documented above or have delegated authority to the recorded Officer. I am satisfied that all relevant advice has been sought in taking the above decision in order to ensure that the decision making framework of the organisation including the Constitution, Scheme of Delegation, Budget and Policy Framework and Legal issues including Equalities obligations are applied. I also confirm that a full audit trail will be retained on file and available on request by the relevant authority.*

**Signed**




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**Date**

**31.3.2022**

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