

## Officer Non Key Executive Decision

<b>Relevant Chief Officer:</b>	Steve Thompson, Director of Resources
<b>Relevant Cabinet Member:</b>	Councillor Mark Smith, Cabinet Member for Levelling Up:Place
<b>Report Author:</b>	Paul Jones, Head of Property Services
<b>Implementation Date of Decision:</b>	20 March 2024

### Land Transfer of Holy Family School Playing Fields to Blessed Edward Bamber Catholic Multi Academy Trust by way of 125 Year Lease

#### 1.0 Purpose of the report:

- 1.1 To seek authority to transfer the Council owned school playing fields at Holy Family Catholic Primary School to the Blessed Edward Bamber Catholic Multi Academy Trust (BEBCMAT), under a 125 Year Lease in line with their forthcoming Acadamisation from 1<sup>st</sup> April 2024.

#### 2.0 Recommendation(s):

- 2.1 To enter into a 125 year DoE Academy Land Transfer Lease along with Commercial Transfer Agreement (CTA).
- 2.2 To complete and execute the Land Transfer Agreements.
- 2.3 To enter into the Call Option Agreement (see section 6).
- 2.4 To agree to pay the other party's reasonable costs.

#### 3.0 Reasons for recommendation(s):

- 3.1 As a result of the requirements of the School Standards and Framework Act 1998, and the land assembly required as outline above, the existing school playing field land shall transfer on completion of the 125 year lease. The 'Geldof Drive Land' ("the Retained Land") to the south shall be retained by the Council. The retained land would effectively become 'land locked' following the completion of the lease. Subsequently both parties have agreed terms for a 'call option agreement' and land transfers as set out below (See section 6.6).

3.2 Is the recommendation contrary to a plan or strategy adopted or approved by the Council? No

3.3 Is the recommendation in accordance with the Council's approved budget? Yes

4.0 Other alternative options to be considered:

4.1 The Council is required to enter into a standard DoE 125 year lease of the playing fields as part of the Acadamisation process.

### **5.0 Council Priority:**

5.1 The relevant Council Priority is

- "The economy: Maximising growth and opportunity across Blackpool"
- "Communities: Creating stronger communities and increasing resilience"

### **6.0 Background Information**

6.1 The Holy Family Catholic Primary School has decided to Academise to The Blessed Edward Bamber Catholic Multi Academy Trust.

Prior to Academisation the land assembly with Lancaster Roman Catholic Diocesan Trustees Registered needs to be formalised as per the requirements of School Standards and Framework Act 1998. In addition the Council are required to enter into a standard Department of Education (DoE) 125 year lease in respect of school playing fields which are currently used by the Holy Family Catholic Primary School, and are within the freehold ownership of the Council.

6.2 As part of the Academisation process the Council is obliged to enter into a Commercial Transfer Agreement ("CTA") with The Blessed Edward Bamber Catholic Multi Academy Trust.

6.3 *School Playing Fields – Land Transfer to The Blessed Edward Bamber Catholic Multi Academy Trust*

Pursuant to the Academies Act 2010 the Council will enter into a standard Department of Education (DoE) 125 year lease as per Appendix A - Plan 1.

#### 6.4 Land Assembly - Lancaster Roman Catholic Diocesan Trustees Registered

Pursuant to the School Standards and Framework Act 1998, there will be a land transfer agreement (freehold transfer) for the car park land which is in the freehold ownership of the Council, and is currently used and required by the Holy Family Catholic Primary School. Pursuant to a 1957 conveyance between the Council and Lancaster Roman Catholic Diocesan Trustees Registered, part of the car park is in the unregistered freehold interest of Lancaster Roman Catholic Diocesan Trustees Registered.

Additionally there is a portion of land which was conveyed to Lancaster Roman Catholic Diocesan Trustees Registered under a 1970 conveyance that has been incorrectly registered in the Council's freehold demise. The Council have agreed to transfer this land to Lancaster Roman Catholic Diocesan Trustees Registered. As shown on Appendix 2 - Plan 2.

Lancaster Roman Catholic Diocesan Trustees Registered will transfer to the Council an unregistered portion of the access way off Leckhampton Road that was conveyed as part of the 1957 conveyance, but does not form part of the car park and is currently surplus to the schools use. As shown on Appendix 2 -Plan 3.

Pursuant to the School Standards and Framework Act 1998, if the school no longer require use of the land the Lancaster Roman Catholic Diocesan Trustees Registered must return the land back to Council.

#### 6.5 Council Retained Land

As a result of the requirements of the School Standards and Framework Act 1998 and the land assembly required as outline above, and on completion of the 125 year lease playing field land transfer, the 'Geldof Drive Land' ("the Retained Land") to the south that will be retained by the Council would effectively become land locked. In this regard the parties have also agreed terms for a call option agreement and land transfers as set out below.

#### 6.6 Call Option Agreement

On the basis of land locking and potential fettering of ability to develop the Retained Land, the Council have agreed with the Lancaster Roman Catholic Diocesan Trustees Registered to enter into a Call Option to transfer the whole of the car park land as shown edged red, and coloured red and green on 'Appendix 4 - Plan 4', back to the Council once the Council have built an equivalent car park on the land edged blue, and coloured blue and yellow on 'Appendix 5 - Plan 5'. Note, the replacement car park is to be within the land shown in Appendix 5 - Plan 5 but does not require the Council to

transfer the whole of the land, additionally the Council and the Lancaster Roman Catholic Diocesan Trustees Registered may vary this area of land on agreement by both parties. The Call Option is 125 years from the date of the transfer. The Council will be responsible for the costs associated with this provision.

### Fencing

As a result of the freehold land transfer and the 125 year lease the Council will need to relocate any fencing to ensure this school do not obtain adverse possession of any part of the Retained Land.

Does the information submitted include any exempt information? Yes

Heads of Terms at Appendix A are confidential and not for public disclosure.

## **7.0 List of Appendices:**

Associated site plans attached at Appendices 1-5

## **8.0 Financial considerations:**

8.1 To pay other parties reasonable costs.

## **9.0 Legal considerations:**

9.1 Subject to all legal requirements and due diligence. The legislation governing the entering into the lease and transfer agreements is laid down in the School Standards and Framework Act 1998 and the Academies Act 2010.

## **10.0 Risk management considerations:**

10.1 All appropriate due diligence to meet the requirements of the DfE and school whilst protecting the Council interests as freeholder.

## **11.0 Equalities considerations and the impact of this decision for our children and young people**

11.1 Fully supporting the school to provide appropriate playing field facilities and access for their children and staff.

**12.0 Sustainability, climate change and environmental considerations**

12.1 Subject to all appropriate environmental and sustainable development requirements

**13.0 Internal/ External Consultation undertaken:**

13.1 Liaison with all relevant stakeholders throughout.

**14.0 Decision of Chief Officer**

14.1 To enter into a 125 year DoE Academy Land Transfer Lease along with Commercial Transfer Agreement (CTA).

To complete and execute the Land Transfer Agreements.

To enter into the Call Option Agreement (see section 6).

To agree to pay the other party's reasonable costs.

**15.0 Reasons for the Decision of the Chief Officer**

15.1 As a result of the requirements of the School Standards and Framework Act 1998, and the land assembly required as outline above, the existing school playing field land shall transfer on completion of the 125 year lease. The 'Geldof Drive Land' ("the Retained Land") to the south shall be retained by the Council. The retained land would effectively become 'land locked' following the completion of the lease. Subsequently both parties have agreed terms for a 'call option agreement' and land transfers as set out below (See section 6.6).