

CONFIDENTIAL

CMS Ref:
Contact Officer (full name): Brian Walton (Estates Manager)
E-mail address: brian.walton@bcpcouncil.gov.uk
Ext.: 01202 817347

PROPERTY SERVICES

To: Legal Services (FAO: Helen Garrett, Team Leader) Property.Legal@bcpcouncil.gov.uk
Instructions to Solicitors File (electronic copy)
File Copy (signed original)

REPORT OF THE CORPORATE PROPERTY OFFICER ON TERMS AGREED UNDER DELEGATED POWERS FOR THE TRANSFER OF PROPERTY BY ARRANGEMENT.

Proposed Heads of Terms – Issue (Rev.2) – Date of Issue: 22/12/2022

1.	Description of properties, including site area, plan no. title nos. and any parking included in the demise:	<ol style="list-style-type: none">Two Riversmeet Arena SkateparkBarrack Road Recreation Ground (including play and fitness areas)Waterman's Park Skatepark <p>Refer attached Plans:</p>
2.	Name and Address of Transferor:	Bournemouth, Christchurch, and Poole Council (BCP Council). BCP Civic Centre, Bourne Avenue, Bournemouth, BH2 6DY
3.	Transferor's Solicitors:	Legal Services, Bournemouth, Christchurch, and Poole Council, BCP Civic Centre, Bourne Avenue, Bournemouth, BH2 6DY
4.	Name and Address of Transferee:	Christchurch Town Council (c/o Vanessa Ricketts FSLCC - Interim Town Clerk), Mayor's Parlour, 30 High Street, Christchurch, BH23 1EA townclerk@christchurch-tc.gov.uk
5.	Transferee's Solicitors:	Please issue to Christchurch Town Council (CTC) in the first instance.
6.	Title Information:	Title Information – BCP Council will transfer the title it has to the assets and will not be required to give a better title or provide any title indemnity insurance and all existing maintenance responsibilities will pass to the acquiring Parish Council. The Town Council wants the Council to still inspect the play equipment. Entering an SLA under agreed terms for agreed period to be an obligation of transfer on both parties, but after agreed period the Town Council may do as they please to commission services.

7.	Proposed Heads of Terms:	
8.	Target Transfer Date	tba
	a. Transfer	<p>No sites which consist of or form part of an open space can be disposed of until the proposed disposals have been advertised in accordance with S.123 (2A) of the Local Government Act 1972 and if objections are received, these are considered before any decision to dispose is made by Cabinet. The disposal of these sites has been advertised and no objections have been received.</p> <p>Cabinet reports to go via Corporate Property Group</p>
	b. Price (consideration) c. Overage and Right to buy back	<p>One (1) Pound per site.</p> <p>The sites are transferred on the basis that should CTC wish to sell any of the sites or should there be any change of use or planning approval for any development or change of use be granted or obtained at any time within a period of 80 years after completion of the transfer for any development or change of use (including implementation of permitted development rights), then BCP Council will have the right to buy back the relevant site for £1. If BCP Council does not exercise the right to buy back the site, BCP Council will be entitled to 50% (half) of any uplift in the value of the land. The payment of any sums due would be on the implementation of any planning approval or any disposal whichever occurred first. There will be an exemption to the right to buy back or the uplift payment for planning approval for replacement play equipment or other improvements and enhancements ancillary to the use of the play areas as play areas and also in respect of Barrack Road Recreation Ground for facilities ancillary to its use as a village green, provided that the relevant facility remains in the freehold ownership of CTC.</p>
9.	Site Plans	Site plans with boundary details where known.
10.	Rights & Covenants	The acquiring Town Council will take the assets subject to all existing rights and covenants which affect it and will be required to indemnify BCP Council against any breach of them.
11.	Fields in Trust Status (QE II Field in Trust)	Waterman's Park is a QEII playing field and therefore the consent of Fields in Trust will be required to the transfer of the Waterman's Park Skatepark. It is likely that CTC would be asked to enter into a similar Deed of

		Covenant as the Council and the Council will be asked to pay the Fields in Trust's legal costs.
12.	New Covenants	The acquiring Town Council will be required to enter into covenants to use the asset in accordance with its existing use and further development will be prohibited unless in accordance with that use. In addition, other standard covenants will be imposed, including a no nuisance covenant, boundary covenants and other maintenance covenants where appropriate. CTC will enter into covenants to continue to use the Barrack Road Recreation Ground as a village green and the play areas as open space for the purpose of public recreation.
13.	Additional Rights, Exceptions & Reservations.	As appropriate to the asset. For example, it may be necessary to grant a right of way to the asset over other land owned by BCP Council or to grant or reserve the right for services or the right of entry to maintain the asset or the Council's retained land. Reserved rights to apply for those sites which are part of larger sites still owned by BCP.
14.	Other Provisions	As appropriate, including standard clauses for non-fettering of BCP Council's rights, duties and obligations in its functions as a local authority despite the transfer; that for the purposes of Section 6(2) (a) of The Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the acquiring Parish Council and where BCP Council retains land, the reservation of light and air.
15.	Existing Leases	Where the asset is leased to a third party, the Town Council becomes the landlord in place of BCP Council and responsible for the landlord's covenants/maintenance obligations as set out in the lease. Where appropriate, the necessary releases will be given to BCP Council. CTC will also take subject to any existing hiring out agreements (including for any events which have been booked prior to the date of transfer).
16.	Terms	All terms will be agreed subject to contract.
17.	Disposal	No disposal of land consisting of forming part of an open space can be made unless the statutory requirements of S.123 (2A) of the Local Government Act 1972 have been met; and this requirement has now been met.

18.	Special Maintenance Obligations (if any)	If BCP Council are granting access over BCP land, then provision will be made to recharge for access maintenance 'according to user'.
19.	Condition of the Assets on Transfer	As at the date of transfer and BCP Council gives no warranty as to the condition of the assets.
20.	Costs:	VAT, the Town Council's legal and other costs, Land Registry Fees, Stamp Duty and all other taxes are to be borne by the CTC.
21.	Insurance, Public Liability & Negligence Claims etc.	CTC as owner of these assets will therefore be the person in control and responsible for these liabilities.
	Funding	£5k per play area from Xch Play Legacy Fund. This was ringfenced in the budget for refurbishing play areas as a commitment to fulfil maintenance of play equipment for a period of 5 years.