

## FUTURE OPERATION OF WILDERNESSE SPORTS CENTRE

Cabinet - 21 April 2016

Report of Chief Officer Communities & Business

Status: For Decision

Key Decision: No

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**Executive Summary:** This report asks Members to consider the surrender of this Council's legal interests at the Wildernessee Sports Centre site

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**This report supports the Key Aim of improving health and wellbeing**

**Portfolio Holder** Cllr. Lowe

**Contact Officer(s)** Hayley Brooks Ext. 7272

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### **Recommendation to Cabinet:**

- a) That Members agree to the surrender of this Council's legal interests at the Wildernessee Sports Centre site.
  - b) Members delegate powers to Officers to agree Heads of Terms for the surrender of leases/agreements at Wildernessee Sports Centre with Kent County Council and Sencio Community Leisure
  - c) Members agree for Officers to work with Kent County Council to ensure that the all weather pitch at Wildernessee will remain available for community use
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**Reason for recommendation:** There are considerable practical and financial implications to remain in occupation at Wildernessee Sports Centre due to the substantial works proposed as part of the new Grammar School development by Kent County Council and the complexity of the future multiple use of the site.

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### **Introduction and Background**

- 1 This Council has had a perpetual Licence in place with Kent County Council (KCC) since 1974 to operate the Sports Centre at the Wildernessee School site as a leisure facility for community use outside school hours.
- 2 In addition, an Agreement is in place between this Council and Sencio Community Leisure to enable Sencio to operate this facility as a Sports Centre.

- 3 Sencio Community Leisure has continued to operate this site as a Sports Centre since the closure of the Wildernesse Secondary School in 2014.

### **Reasons for Surrendering the Lease**

- 4 There are considerable practical and financial implications for Sencio Community Leisure should they remain in occupation at the former Wildernesse School site because further substantial works are proposed to the existing sports hall building to accommodate the new Weald of Kent Grammar School annexe.
- 5 Kent County Council has confirmed that, as part of the scheduled programme of construction works on the site, there will be further closures to accommodate works to the roof, internal heating and lighting and improvements to the external façade. These works are likely to result in a closure from early 2017 through to the summer of 2017.
- 6 The County Council proposes that a site wide Users Agreement would need to be signed up in the summer of 2016 to ensure that all parties are clear as to their levels of responsibility, obligations and share of costs to maintain the site. Currently KCC proposes that such costs would include contributions towards landscaping, car park and lighting maintenance.
- 7 Upon completion, the whole site will be leased by KCC to Weald of Kent School, and they would in turn sub-let to this Council. Weald of Kent School would be responsible for day to day management and administration of the site. KCC have advised that the school wishes to use all of the space for appropriate curriculum activities. For example, it is thought that the school would want to use the squash courts as an activity studio. It is not yet clear which facilities will be fully operational when the annexe opens in September 2017.
- 8 KCC and Weald of Kent School would require the Council to renegotiate their current basis of occupation to ensure that there is a robust approach to recovering appropriate financial contributions to the maintenance and future upkeep of the sports hall.
- 9 In the future, maintenance of the sports hall is likely to lead to an increased financial contributions liability for this Council.
- 10 Because of future disruption at the site, increased financial contributions, liability and having five corporate entities involved in the same site, Sencio has made a decision that they would prefer no longer to operate the Wildernesse Sports Centre. It is proposed that the Council negotiates withdrawal from the operation of the site and dissolves its agreement with Sencio to operate the site at the same time.

### **Relocation of current activities at Wildernesse**

- 11 All activities that Sencio offers indoors in the sports hall can be offered at Sevenoaks Leisure Centre, with the exception of squash, as there are no squash courts at Sevenoaks.
- 12 The all weather pitch at Wildernesse is used for football and hockey, both of which Sencio can offer at Edenbridge. The Wildernesse All Weather Pitch is likely to be available to the community during the interim building works. The continued availability to the community of the all weather pitch will be sought as part of this Council's negotiations with KCC. Early discussions with officers at Kent County Council indicate that the all weather pitch will continue to be available.
- 13 Relocation of sports clubs and customers from Wildernesse depends on clubs wishing to move from the site - for instance, some local clubs may wish to continue using the Wildernesse All Weather Pitch under new arrangements with Weald of Kent School. Sencio has indicated that some clubs have already elected to use the Sevenoaks Leisure Centre site.
- 14 In terms of community sports, a new Multi-Use Games Area (MUGA) is planned as part of the works to construct the Grammar School annexe.

## **Key Implications**

### Financial

- 15 The perpetual licence of 1974, subsequently varied by KCC by letter on 16 September 1975, says that the Council is liable for 52% of costs borne by KCC in maintaining Wildernesse Sports Centre. The sublease between this Council and Sencio of 2008 means that this Council passes these costs onto Sencio.
- 16 During 2015, KCC undertook repairs to Wildernesse Sports Hall at the same time as works to accommodate Trinity School and holds the Council liable for 52% of these repair works.
- 17 KCC have indicated that, if the Council surrenders its leases neither party will be liable for these costs.
- 18 There are considerable financial implications for the Council continuing to operate the site as further substantial works are planned by KCC to the existing sports hall building to accommodate the new Weald of Kent Grammar School annexe. In addition, the Council would be liable for repair costs as set out in paragraph 15 above.
- 19 KCC and Weald of Kent School would require the Council to renegotiate the current basis of occupation and this may require contribution into a sinking fund for future upkeep of the hall and potentially the All Weather Pitch.
- 20 Heads of Terms need to be agreed that ensure that this Council has no financial liabilities in the run up to or beyond the surrender date, other than usual running costs that this Council will pass onto Sencio as the sublease set out in paragraph 17.

## Legal Implications and Risk Assessment Statement

- 21 This Council's original licence from KCC was granted on 21 May 1974 and this purported to be perpetual in term and was effectively construed as a lease. This licence was varied by letter by KCC on 16 September 1975.
- 22 The Governing Body of the Wildernesse School on 23 October 2008 granted this Council a lease of the Sports Centre to expire on 9 February 2029. The terms and conditions of the perpetual licence are incorporated into this lease.
- 23 This Council then granted to Sevenoaks Leisure Limited (Sencio), also on 23 October 2008, a sublease to expire on 6 February 2029. This sublease passes any costs that the Council would incur, including running costs and any repair costs, onto Sencio.
- 24 KCC treats the perpetual licence and lease of 2008 to this Council as both still active. Under the terms of these, KCC could insist that certain repairs and works are carried out until either a new lease is granted or the existing arrangements are terminated.
- 25 KCC are looking to grant a lease of the whole site (apart from the Trinity School areas) to Weald of Kent Grammar School. Wildernesse Sports Hall and the All Weather Pitch will fall under this lease. Weald of Kent would expect this Council to agree a basis for their continued future occupation that would include contribution to a sinking fund.
- 26 A provisional agreement has been reached with KCC that this Council and Sencio will not be liable for costs of repairs to the sports hall as part of the works carried out to accommodate Trinity School if the Council wishes to surrender its interests in the sports hall.
- 27 Once KCC will accept the surrender of this Council's lease and 1974 licence, this Council will simultaneously dissolve the agreement in place with Sencio for the operation of the site.

## Equality Assessment

- 28 Members are reminded of the requirement, under the Public Sector Equality Duty (section 149 of the Equality Act 2010) to have due regard to (i) eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010, (ii) advance equality of opportunity between people from different groups, and (iii) foster good relations between people from different groups. The decisions recommended through this paper directly impact on end users. The impact has been analysed and varies between groups of people. The results of this analysis are set out immediately below.
- 29 The decision may impact on people who do not have access to transport to reach alternative facilities. However, groups that do not wish to leave the

Wilderness will be able to negotiate continued access with KCC and Trinity School.

### **Conclusions**

- 30 Due to the future disruption at Wilderness Sports Centre, increased financial contributions and liability, Members are asked to consider the surrender of all leases and agreements between this Council, Kent County Council and Sencio Community Leisure for the future operation of Wilderness Sports Centre.

**Lesley Bowles**  
**Chief Officer Communities & Business**