

## Cabinet 27 June 2016

# Report from the Strategic Director of Resources

Wards affected: Kenton

Community Asset Transfer at Tenterden Pavilion & Sports Ground, 289 Preston Road HA3 0QQ, the outcome of marketing and recommendation to proceed with a preferred applicant.

#### 1. Summary

- 1.1 On the 20<sup>th</sup> January 2016 Brent's Cabinet approved the marketing of the Tenterden Pavilion and Sports Ground as a Community Asset Transfer opportunity.
- 1.2 This report details the outcome of marketing making a recommendation to grant a lease of the pavilion and a licence of the ground to a preferred applicant.

## 2. Recommendations

- 2.1 That Members approve the proposal for a Community Asset Transfer of the Tenterden Pavilion which involves entering into an agreement to lease that includes provision for granting a lease of the pavilion for up to 30 years and granting a licence on the Sports Ground with the Wembley Education Charitable Trust Ltd (WECT), subject to continued access to community use, planning and funding.
- 2.2 That Members note proposals for the WECT, in order to meet the community use caveat above, to enter into an agreement with Forest United (1973) Youth FC a local charitable football club at the Tenterden Pavilion and Sports Ground during periods when it is not in use by the WECT and opportunity for community access by other groups, in what will be a significant new local sporting facility.
- 2.3 That Members delegate authority to the Director of Resources to finalise and agree terms of a leasehold and associated licence disposal to WECT in consultation with the Operational Director of Environment Services.

#### 3. Detail

- 3.1 The Tenterden Pavilion is currently unoccupied and is in a poor state of repair. It has been subject to illegal occupation by rough sleepers and was a catalyst for anti-social behaviour that has affected local residents. The Tenterden Pavilion comprises of a circa 1920's built timber framed, timber clad structure comprising of a hall, bar, kitchenette, two toilet units, storage area and a boiler room. It also has a 2 storey brick built addition Annex to the main Pavilion that is also in a poor condition.
- 3.2 The Pavilion and Annexe has a building foot print of approximately 340 square metres (sqm) and is located on a site of 2.29 hectares that is a Public Open Space, Appendix 1.
- 3.3 Cabinet approved the marketing of the pavilion and associated sports fields on 20/01/16 following a report titled 'Authority to market Tenterden Pavilion under the Council's Community Asset Transfer (CAT) Policy'. This report outlined the CAT process, relevant tests of the CAT policy and (at Appendix 3) gave full details of the area proposed to be included in the CAT marketing particulars. However, it was silent with regards to any other Expressions of Interest (EOI) submissions received for the asset earlier in the process, and did not detail how the proposed area to be included in the scope of the CAT differed from that proposed in the lead EOI. Following recent feedback from bidders these details have now been included at 3.4 and 3.5 of this report to ensure Cabinet oversight.
- 3.4 Prior to marketing the asset it was the subject of two separate EOIs. The first was submitted by the London Muslim Cultural and Recreational Charity (LMCRC) on 15/08/15, the second by Forest Utd on 02/09/15. Only one successful EOI is required to initiate the CAT process. As the Forest Utd EOI scored highest in terms of potential contributions towards Brent Borough Plan objectives it was selected as the lead EOI to seek Cabinet authority to market the asset. The LMCRC were notified of this decision and advised that in line with the CAT process, should Cabinet grant approval to market the asset, they and any other interested, eligible organisations would be able to submit full applications.
- 3.5 The Forest Utd EOI included the Tenterden Pavilion site, Tenterden Sports Ground and the adjacent John Billam Sports Ground in its scope. Following internal consideration by Brent Officers the scope was reduced to exclude John Billam Sports Ground. These grounds were removed in order to ensure Brent could maintain flexibility of its own sporting provisions; the sports pitches at John Billam are a valuable Council asset, which are used by other teams from time-to-time and have, in the past, been used to decant teams there when refurbishing other sites. They also have their own recently refurbished changing facilities, which would in effect become redundant if the successful CAT bidder were to gain exclusive rights over the pitches. The full details of what would be included in the scope of the CAT, including the omission of John Billam Sports Ground, were included as Appendix 3 of the 20/01/16 Cabinet report. Following Cabinet approval to market the asset they were also detailed in the marketing particulars, which all bidders had sight of during the tender process.

3.6 The Cabinet report included a rental valuation assessment between £1,000 per annum (pa) to £1,800 pa, for a lease between 7 and 25 years with CAT restrictions. The lower figure was used as a marketing guide price as the CAT lease was initially offered on a 7 year term.

#### Marketing

- 3.7 In February 2016 the Tenterden Pavilion and Sports Ground was marketed as a CAT inviting applications from eligible third sector organisations, the marketing particulars detailed the CAT policy's standard terms:
  - 1. Leases will be granted for 7 years or less, where a longer lease is required confirmation of funding before a longer period is agreed.
  - 2. That leases will be contracted out of the Landlord and Tenant Act 1954 with no right to renew.
  - 3. A mutual break clause will apply.
  - 4. A full repairing and insuring lease (the Council will insure and the tenant will reimburse the Council).
  - 5. The ingoing tenant may not sub-let the facility, but subject to landlords consent the Council may agree subletting/licenses or shared use subject to a business case.
  - 6. Rent reviews 5 yearly and to be uplifted by the Consumer Price Index.
  - 7. The tenant to maintain the centre in good condition.
  - 8. The lease to be entered into will be on the Council's standard terms.
  - 9. The lease will contain a permitted use clause. A service agreement will be appended to the lease and if the tenant fails to perform under this agreement it may lead to termination of the lease.
  - 10. Additional clauses comprise: no telecoms equipment to be erected, the site must be kept clear, noise must be regulated, sensitive opening and closing hours, kitchen facilities must obtain annual certificates of cleanliness, all vandalism damage to be repaired by the tenant and the tenant is responsible for installing, servicing and repairing fire equipment.
- 3.8 Interested applicants were asked to use the CAT property application form to submit their offer, the template form comprises the following questionnaire/tests:
  - 1. The organisation test aims to ensure that the applicant is a qualifying organisation, defined in the CAT policy as a third sector organisation (TSO).
  - 2. The organisation test ensures organisations Brent contracts with are of sufficient capacity to take on the building and deliver the proposal.
  - 3. The draft lease Heads of Terms set out contracting conditions.
  - 4. A service offer template asks applicants to detail their proposals in the form of a business plan including cash-flow forecasts. The service offer forms part of the lease and will be subject to an annual self- assessment by the tenant that will be submitted to the Council to review and feedback on.
  - 5. A social value test is a more detailed version of the borough plan test aligning with Brent's vision and objectives.
  - 6. An equality analysis asks applicants to consider the equality impact of their proposal.

#### Outcome of marketing

- 3.9 On 31 March 2016, the application submission deadline date, six CAT applications were received from:
  - 1. The Wembley Youth and Community Trust (WECT), a charitable body for the Lycee International de Londres School based at the former Brent Town Hall. The proposal is to develop a new high quality indoor facility on two levels with ground floor changing rooms and a first floor sports hall, a floor plate of approximately 750 sqm is anticipated. The multi–million pound facility will be funded by the Trust through fundraising and delivered over three years. On completion the management would be undertaken by Active Nation - a not for profit charitable organisation that currently work in partnership with a number of local authorities to deliver sports and exercise programmes. Their charitable objective is 'to provide or assist in the provision of facilities for recreation and other leisure time occupation for the general public in the interests of social welfare and with the object of improving their conditions of life'.
  - 2. Forest United (1973) Youth Football Club (Forest United), a charitable body that has operated from the grounds for 25 years. Their proposal is to develop a replacement £400,000 Pavilion, and need to apply for grant funding to build the new facility. They would need Council assistance to maintain the sports ground.
  - 3. Dhamraj Society of London (Dhamraj), a charitable body whose members have their origins in Dhamraj in India. Their proposal is to rebuild the Pavilion as community space for education, culture, recreation and employment opportunity in two years subject to planning. The Trust have £350,000 capital and may need a bank loan to fund all the costs.
  - 4. The M&N Foundation, is a charitable organisation that had insufficient information in their application to show their ability to manage the asset and to deliver the required outcome.
  - 5. LMCRC is a local charitable organisation and their application had insufficient information to assess whether they had the ability to manage the asset and to deliver the required outcome.
  - 6. ICIC, is a charitable organisation, their application was partially completed but had insufficient information to determine whether they could manage the asset and to deliver the required outcome.
- 3.7 The rental values offered by the applicants ranged between £1,000 per annum and £2,620 per annum. This was generally within the range of the valuation, as per point 3.3 above, it is noteworthy that the rental payment is not however the primary assessment in CAT applications, the detailed criteria is as below.

#### Application evaluation

3.8 In accordance with the Brent's CAT policy applications were evaluated against the following criteria:

- 1. Is the applicant a qualifying organisation? (non-qualifying organisations will be removed at this stage).
- 2. Is the applicant properly consisted and governed?
- 3. Does the applicant have skill and capacity to manage the asset and provide the service?
- 4. Do the applicant's accounts demonstrate the ability to take on the asset and delivery the service?
- 5. Does the applicant have experience of delivering similar projects?
- 6. Is the applicant a consortium?
- 7. Are the heads of terms submitted acceptable?
- 8. What service does the applicant propose to deliver?
- 9. What are the social value outcomes (the Brent template measures outcomes that align with the Borough Plan)?
- 10. What are the applicant's equalities outcomes?
- 11. If the proposed service will be inclusive for all?
- 12. The form ask applicants to note any connection of interest that may create a conflict of interest issue.
- 3.9 The detailed application evaluation is at Appendix 2.

#### Shortlisting

- 3.10 While all six applicants were registered charities and qualifying organisations, that on first assessment appeared as properly constituted and governed. The M&N Foundation, LMCRC and ICIC were not shortlisted for interview due to incomplete or insufficient information provided by them.
- 3.11 The remaining three applicants, WECT, Forest United and Dhamraj were invited to interview on 21st and 25th April 2016.
- 3.12 Following interview Dhamraj were removed from the process as their proposal to enclose the grounds did not align with the Council's requirement to maintain the grounds as public open space. They also required a 99 year lease. In addition unrestricted use of the pay and display car park for guests and members was needed, but this area does not form part of the CAT application proposal. In principle their terms were deemed unacceptable.
- 3.13 WECT and Forest United were invited to collaborate on the joint use of the pavilion and grounds, with the WECT leading the proposed re-development of the pavilion on the basis that they were financially able and most experienced to deliver, having recently completed the redevelopment of Brent Town Hall. The WECT proposal was considered the most visionary, making best use of available land, optimising the sites development potential resulting in the delivery of a new enhanced and much improved Pavilion facility that would benefit the WECT School in Wembley Park and be open to the community in the evenings, weekends and holiday periods.

3.14 The ideal arrangements would allow the WECT to use the facilities during school term times, whilst Forest United would use the facilities for set times during the evenings, weekends and holiday periods. This would have no negative impact on Forest United's current use and could allow them scope for expansion. Subject to agreement the collaboration would be a win/win for both organisations.

#### The Recommendation - a Collaborative Approach

- 3.15 The following contract arrangement is proposed:
  - 1. That Brent enters into an agreement for lease for the Pavilion including a licence for the Grounds with WECT.
  - 2. The agreement would be in the form of Brent's standard CAT lease that would include in the appendix the WECT's service offer, the obligation that WECT provide Forest United first option/access to the Pavilion and Grounds would be added to the standard lease.
  - 3. A copy of the heads of terms agreed between the WECT and Forest United would form an appendix of the Brent and WECT lease and licence along with a copy of Forest United's service offer.
- 3.16 Both WECT and Forest United were asked to supply letters to confirm their support to the proposed collaboration, with a copy of the head-line Heads of Terms agreed between them. The letters of support are attached as Appendix 4 and 5.

## <u>Risks</u>

- 3.17 There are risks with the WECT application:
  - 1. Most prominent is the lack of a full business plan which they have indicated would be worked up, subject to obtaining Cabinet approval.
  - 2. That WECT is unsuccessful with securing planning consent to build a new indoor sports facility with changing rooms together with an All Weather pitch at the ground, as there may be local opposition.
  - 3. The WECT is unsuccessful with its funding proposal to develop the centre to its full potential although the risk is considered small.
  - 4. That WECT could exercise the lease break option in year 3, were the pupil number not to rise to 1200 at the Lycee International de Londres School.
  - 5. That WECT and Forest United are unable to agree terms that would allow a collaborative use of the grounds.

## Alternative/Exit Options

- 3.18 Officers are working with WECT to develop their proposals, however should the collaborative approach be unsuccessful with Forest United then the options for Brent are:
  - 1. To work with WECT on their own on the new sports facilities development proposal.
  - 2. To work with Forest United to develop a much smaller Pavilion fitting on the existing pavilion foot print as detailed in Appendix 1; or

3. To consider developing the Pavilion itself, in accordance with Brent's Investment Strategy, provided the investment proposals stacks up, if this options were to be progressed it would be subject to a detailed business case to Cabinet at the appropriate time.

#### Interim Arrangements

3.19 The poor condition and disused state of the pavilion on site has created a magnet for anti-social behaviour that has caused residents and the local residents association a lot of concern. As redevelopment plans will take some time to work through. WECT has agreed in principle to assist the Council with demolition of the pavilion. Forest United have said they will consider how a temporary structure can be built in its place, connecting into the existing services that benefit the land. The Council will need to grant a licence to enable this.

#### Next steps

- 3.20 A proposed programme is set out below:
  - 1. To continue negotiations between WECT and Forest United with the aim of cementing a partnership going forward, resulting in principal Heads of Terms between WECT and Forest United.
  - 2. For WECT to discuss their proposals with planners and to obtain a steer as to whether their aspirations for the site are in principle acceptable.
  - 3. Cabinet report on 27<sup>th</sup> June.
  - 4. Subject to Cabinet approval to finalise lease and licence terms with WECT.
  - 5. For WECT to submit a pre-planning application and subject to a positive outcome to apply for full planning approval to develop their proposals within 12 months of entering into an agreement to lease by September 2017.
  - 6. For WECT to commence works within 3 years of entering into an agreement to lease, by September 2020.

#### 4. FINANCIAL IMPLICATIONS

- 4.1 The current service budget will continue to fund any cost associated with the maintenance and upkeep of the facility until the asset is transferred to a third party.
- 4.2 Any residual budget will be withdrawn post transfer.
- 4.3 A saving will accrue in the 2016/17 budget & beyond should the pavilion be demolished early by the WECT. No additional ongoing costs are expected to be met by the service once the proposed transfer is complete.
- 4.4 A rental income is expected by the service from this asset transfer and any income generated will pass to the general fund. Details of the rental offers are provided within Appendix 2 to this report. The level of the rental offer is not the primary assessment in CAT applications.

#### 5. LEGAL IMPLICATIONS.

- 5.1 A landlord's break clause will be inserted. This will only be operable if service delivery milestones are not met on the basis of service delivery by the tenant 3 years after entering into the agreement to lease the pavilion, with a provision for a landlord bi-annual break option thereafter, subject to service delivery. This will be added to the existing heads of terms.
- 5.2 Under Section 123 of the Local Government Act 1972 the Council has a general power to dispose of properties including by way of the sale of the freehold or the grant of a lease or a licence.
- 5.3 The Council must obtain the best consideration that is reasonably obtainable unless it is a lease or licence for 7 years or less.
- 5.4 Disposals on the open market, either by way of auction or by way of appointing a marketing agent, will satisfy the best consideration requirement.
- 5.5 Since the land to be leased is held as public open space the disposal of the same was advertised under Section 123 of the Local Government Act 1972 in a local newspaper for two weeks with a 21 day period for objections but none were received.
- 5.6 The form of lease to be granted will be based upon a template lease for the disposal or letting of community assets which includes provision for appending the service offer, a once a year annual review comprising the review of the service offer, details of service delivery outcomes and anticipated outcomes for the following years. The associated licence will be in template form.

#### 6. EQUALITY AND DIVERSITY IMPLICATIONS

- 6.1 Progressing the proposed CAT will support a number of Brent's equalities objectives. The proposals provide for community engagement and involvement, safeguarding and enhancing the environmental education offer by providing opportunities for adults and children to use the Sports Grounds as part of a community based approach.
- 6.2 The marketing process aimed to ensure that all eligible organisations had equality of opportunity and could put forward an application, with marketing resulting in six applications being received.
- 6.3 WECT has an equalities policy that broadly aligns with the Council's. WECT is an experienced education and sports provider their bid provides the opportunity to not only re-instate the service but to enhance it and create increased opportunity for young people to receive sports education.
- 6.4 The Forest United (1973) Youth FC application looks to safeguard the existing service and develop this over time and the offer has some merits. There is real benefit in the proposed suggestion for both organisations to work together, as

it will ensure outcomes are delivered much sooner positively impacting Brent's overall equality objectives.

#### 7. STAFFING/ACCOMMODATION IMPLICATIONS

- 7.1 There are no staffing implications that arise directly from this report. Future staffing will be an issue for the tenant. No staff at the facility are currently directly employed by the council and no TUPE considerations apply.
- 7.2 There are no accommodation implications that arise other than the fundamental property matters that are described in detail throughout this report.

#### 8. ADDITIONAL INFORMATION

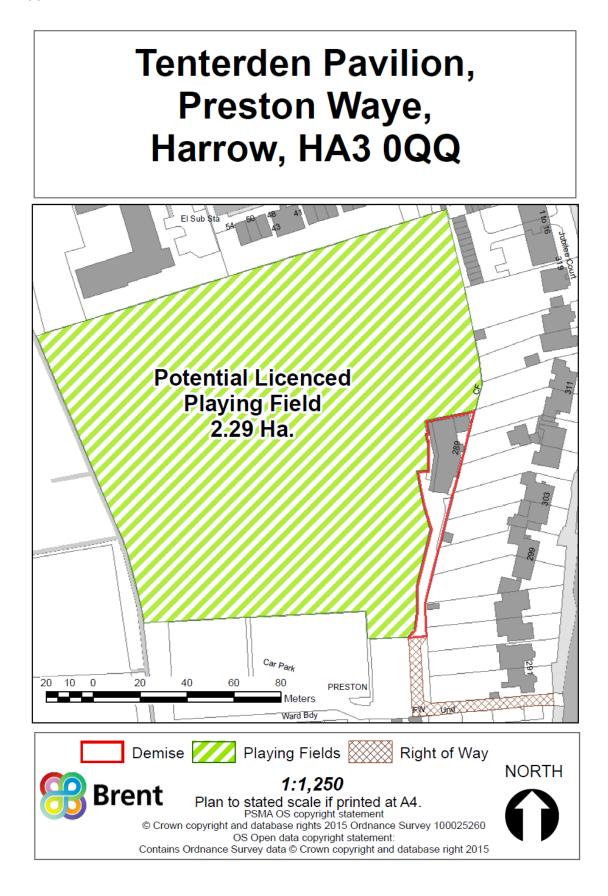
Appendix 1. Site Plan Appendix 2. Application Evaluation Appendix 3. Equality Analysis Appendix 4. Support Letter from WECT Appendix 5. Support Letter from Forest United

#### **Contact Officers**

Amin Soorma Estate Surveyor 0208 937 4204 Amin.Soorma@Brent.gov.uk

Sarah Chaudhry Head of Property 0208 937 1705 Sarah.Chaudhry@Brent.gov.uk

Stephen Hughes, the Strategic Director of Resources



10

Criteria	WECT	Forest United (1973)Youth FC	Dhamraj Society of London	M & N Foundation	LMCRC	ICIC
1. Qualifying organisation	Yes. Registered charity	Yes. Registered charity	Yes. Registered charity	Yes. Registered charity	Yes. Registered charity	Yes. Registered charity
2a. Properly constituted and governed.	Yes. Not for profit charity with board of governors.	Yes. Charity with board of trustees.	Yes. Charity governed by constitution with a board of trustees.	Yes. But no supporting info.	Yes. Charity governed by constitution.	Yes. Registered charity limited by guarantee.
2b. Skill and Capacity to manage asset and provide service	Has project managed the construction, delivery & management of the Lycee International de Londres at the former Brent Town Hall.	No direct skills but would allocate the work to a project management company.	Undertaken smaller scale projects & has pool of expertise from different backgrounds.	No supporting information	Yes. But no supporting information	Expertise to be brought in.
2c.Accounts demonstrate ability to take on asset an deliver service	Founded in 2013. Accounts for 2014 available. Accounts for 2015 available from June 2016. Experienced project managers & packed by the French Government.	Accounts available. Experienced charity but would need to buy in expertise & raise capital for service delivery.	Accounts available for inspection. Experienced charity but would need to buy in expertise & has some capital for service delivery.	Profit & Loss account for 2014 & 2015. Personal bank account details indicating funds are available.	Have indicated a bank statement can be supplied	Indicated audited accounts were included but were not available on the application.
2d. Experience of delivering similar projects	Delivered new Lycee International de Londres School at £40m cost in 2015.	No similar scale experience.	Delivered smaller scale project.	No supporting information	No supporting information	Expertise to be brought in.

Appendix 2. Application Evaluation

2e. Copy of equality policy	Yes	Yes.	Yes	No supporting information	The equalities monitoring questionnaire was ticked indicating 7 out of 9 positive outcomes.	Was Indicated yes. But no supporting information supplied.
2f. Consortium	No	No.	No	No supporting information	No	No
3. Analysis of heads of terms.	Rental offer £1,000 per annum on a 25 year plus lease with a lease break option in year 3.	Rental offer £2,620 pax on a 25 year lease term.	Rental offer £1,500 pax on a 99 year lease term.	Rental £1,000 pax on a 25 year lease term.	Rental £1,000 pax on a 20 year lease term.	Rental £1,000 pax on a 7 year lease.
4. Service Offer.	To provide new indoor sports facility together with new All Weather pitch.	To provide new sports pavilion with an indoor community facility.	To provide new sports facility with a community hall and to fence the grounds in full.	No additional information was provided.	No additional information on whether the pavilion would be repaired or replaced was provided.	To construct a replacement timber pavilion at the site for sporting and community activities.

5. Social value	Better Lives	Better Lives	Better Lives	No supporting	Social Value Test	No supporting
test.	1. Enabling people to	1. Enabling people	1. Enabling people to	information	provided instead	information
	live better lives	to live better lives	live better lives	provided.	of the Social Value	provided.
	Year 1 - £172,800	Year 1 - £96,000	Year 1 - £9,360		Calculator.	
	Year 2 - £172,800	Year 2 - £144,000	Year 2 - £18,720			
	2. Generating jobs for	2. Generating jobs	2. Generating jobs for			
	local people-	for local people-	local people-			
	Full time	Full time	Full time			
	Year 1 - £0	Year 1- £0	Year 1 - £28,672			
	Year 2- £28,672.80	Year 2- £0	Year 2- £57,345			
	Part time	Part time	Part time			
	Year 1 - £0	Year 1 - £0,	Year 1 - £0			
	Year 2 - £0	Year 2 - £8,372	Year 2 - £0			
	3. Supporting local	3. Supporting local	3. Supporting local			
	enterprise -	enterprise -	enterprise -			
	3.1-Brents SME's in	3.1-Brents SME's in	3.1-Brents SME's in			
	supply chain -	apply chain -	apply chain -			
	Year 1-£15,000	Year 1-£750	Year 1-£1,125,000			
	Year 2-£15,000	Year 2-£1500	(confirmed error)			
	3.2 Free use of assets	3.2 Free use of	Year 2-£0			
	to SME -	assets to SME -	3.2 Free use of assets			
	Year 1-£0	Year 1-£0	to SME -			
	Year 2 -£0	Year 2 - £0	Year 1-£90.54			
	4. Making sure our	4. Making sure our	Year 2 - £150.90			
	schools are the best.	schools are the best.	4. Making sure our			
	Year 1 - £6,010	Year 1 - £0	schools are the best.			
	Year 2 - £6,010	Year 2 - £1,442.40	Year 1 - £2,404			
	Better Place	Better Place	Year 2 - £3,606			
	1. Making sure Brent is	1. Making sure Brent	Better Place			
	a better place to live.	is a better place to	1. Making sure Brent			
	Year 1 - £9,616	live.	is a better place to			
	Year 2 - £9,616	Year 1 - £0	live.			
	2. Increase the supply	Year 2 - £0	Year 1 - £72.12			
	of good quality arts &	2. Increase the	Year 2 - £108.18			
	leisure facilities	supply of good	2. Increase the supply			

Year 1 - £0	quality arts & leisure	of good quality arts &	
Year 2 - £0	facilities	leisure facilities	
Better Locally	Year 1 - £50,000	Year 1 - £750,000	
1.1 Building resilience	Year 2 - £350,000	Year 2 - £50,000	
& promoting local	Better Locally	Better Locally	
community	1.1 Building	1. Building resilience	
Year 1- £0	resilience &	& promoting local	
Year 2 - £0	promoting local	community.	
1.2 Accessing for	community	1.1 Number of	
social & community	Year 1- £38,640	volunteering	
activities for local	Year 2 - £84,140	opportunities	
people.	1.2 Accessing for	Year 1- £300.50	
Year 1 - £0	social & community	Year 2 - £480.80	
Year 2 - £0	activities for local	1.2 Accessible social	
2. Building partnerships	people.	& community activities	
Year 1 - £603	Year 1 - £0	Year 1 - £15,000	
Year 2 - £603	Year 2 - £0	Year 2 - £25,000	
Other Measures	2. Building	2. Building	
1.Other measures	partnerships	partnerships	
hours	Year 1 - £0	Year 1 - £3,621.60	
Year 1 - £240	Year 2 - £0	Year 2 - £4,527	
Year 2 -£240	Other Measures	Other Measures	
2. Other measures	1.Other measures	1.Other measures	
pounds	hours	hours	
Year 1 -£0	Year 1 - £0	Year 1 - £7,212	
Year 2- £0	Year 2 - £0	Year 2 - £10,818	
Sum of Social Value	2.Other measures	2. Other measures	
Year 1 - £204,029.60	pounds	pounds	
Year 2- £232,702.40	Year 1 - £0	Year 1- £13,500	
+ £2m investment in a	Year 2 - £0	Year 2- £4,500	
new Pavilion facility.	Sum of Social Value	Sum of Social Value	
	Year 1 - £185,214	Year 1 -	
	Year 2- £591,014	£1,934,521.56	
	+ £910,000 in year 3	(confirmed error)	
	· <b>·</b>	Year 2- £159,938	

6. Equalities outcomes	WECT have indicated a positive outcomes for disability, gender identity, race, religion & belief, sex, sexual orientation.	FU(1973)YFC have indicated a positive outcome on all the 9 protected characteristics of age, disability, gender identity, marriage & civil partnership, race, religion & belief, sex, sexual orientation.	Dharmaj Society of London have indicated a positive outcome on all the 9 protected characteristics of age, disability, gender identity, marriage & civil partnership, race, religion & belief, sex, sexual orientation.	No supporting information	LMCRC indicated a positive outcome on 7 out of 9 protected characteristics of age, disability, gender identity, marriage & civil partnership, race, religion & belief, sex, sexual orientation.	ICIC have indicated a positive outcome on all the 9 protected characteristics of age, disability, gender identity, marriage & civil partnership, race, religion & belief, sex, sexual orientation.
6a. Inclusive to all	Yes	Yes	Yes	No supporting information	Yes.	Yes
7. Equality monitoring.	Brent standard equalities monitoring questions were fully completed and received in the equalities section.	Brent standard equalities monitoring questions were fully completed and received in the equalities section.	Brent standard equalities monitoring questions partially completed and received in the equalities section.	No supporting information	Brent standard equalities monitoring questions fully completed and received in the equalities section.	Brent standard equalities monitoring questions partially completed and received in the equalities section.
8. Connection or interest.	None noted	None noted	None noted	No supporting information	None noted	None noted

#### Appendix 4. Support Letter from WECT

#### WEMBLEY EDUCATIONAL CHARITABLE TRUST LTD (WECT)

French Embassy Cultural Department, 23 Cromwell Road, London SW7 2EL 020 7073 1309

To: Amin Soorma Brent Council Brent Civic Centre Engineers Way Wembley HA9 0FJ

25<sup>th</sup> May 2016

Dear Sir,

We would like to thank you for the Community Asset Transfer opportunity proposed by Brent Council and the positive feedback received to date for our proposal.

The Trustees of the Wembley Educational Charitable Trust are fully in support of the project to develop new sporting facilities on your Tenderden site. We feel there is an excellent opportunity to work with Brent Council and Forest United to provide facilities for our school use and for community use, principally by Forest United.

Yours sincerely

La Aro to

Lorène Lemor Trustee of Wembley Educational Charitable Trust

Registered in England 08681480 – Registered Charity 1153762

#### Appendix 5. Support Letter from Forest United



President: Jim Bragg

Chairman: Richard Page

Sarah Chaudhry Property Services Department of Resources Brent Council Brent Civic Centre Engineers Way Wembley HA9 OFJ

20 May 2016

#### WITHOUT PREJUDICE

Dear Sarah,

# Community Asset Transfer Proposal - Tenterden Sports Ground and Pavilion, Preston Road, Preston Waye, HA3 0QP

Your suggestion that Forest prepare a joint proposal with a fellow bidder, Wembley Educational Charitable Trust, has been discussed at length amongst our Management and Development Committees.

We recognise there is a potential benefit for both parties and the community generally in doing so and we support working toward preparation of a joint proposal for consideration by Cabinet.

We would like it noted that our preference is for our original submitted proposal, which we require to remain entered as a viable proposal and it be tabled for due consideration along with this joint proposal from yourselves.

Our collaboration with Wembley Educational Charitable Trust does not in any way infer a withdrawal of our standalone proposal and incorporates the following expected key outcomes:

a) Forest United will be a joint key holder with satisfactory and agreeable sublease terms with a suitable lease term.



President: Jim Bragg

Chairman: Richard Page

Sarah Chaudhry 20 May 2016 Page 2

b) This project would be an entirely joint venture from the start, with both parties having an equal say in the process and subsequent build.

c) Forest and Brent enter arrangements for Forest's longer term access to the facilities on John Billam Sports Ground as part of this joint proposal. Security of access to facilities is vital to the long-term growth and sustainability of Forest United.

We reserve the right to amend and/or add to the above considerations should the need arise, as more information of the exact form this joint proposal will take becomes apparent as the collaboration takes shape.

Sincerely,

Richard Page Chairman



CHARTER STANDARD DEVELOPMENT CLUB

**Registered Office** Scorpius House Park Lane Teddington Middlesex TW11 OHY United Kingdom **Registered Charity Number:** 1161923 Company Number: 9581611

