	Officer Key Decision
	Report from the Corporate Director of Neighbourhoods & Regeneration
	Leader and Cabinet Member for Adult Social Care

Disposal of Open Space Land at 280 Watford Road, Northwick Park HA1 3TZ (freehold interest) - Consideration of Consultation Responses and Final Decision

Wards Affected:	Northwick Park
Key or Non-Key Decision:	Key Decision
Open or Part/Fully Exempt: (If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)	Part Exempt – Appendix 1 is exempt as it contains information relating to the financial or business affairs of particular persons, including the Council, under Paragraph 3, Part 1, Schedule 12A of the Local Government Act 1972, namely: "Information relating to the financial or business affairs of any particular person (including the authority holding that information)"
List of Appendices:	Appendix 1: Valuation - Exempt Appendix 2: Summary of Lease-Based Controls and Continuing Public-Law Safeguards.
Background Papers:	None
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1.0 Executive Summary

1.1 This Officer Key Decision report seeks approval for the Corporate Director of Neighbourhoods and Regeneration ("Corporate Director"), in consultation with the relevant Lead Member, to proceed with the disposal of the Council's freehold reversionary interest in the Northwick Park Golf Course at 280 Watford Road, Northwick Park, HA1 3TZ, following the publication of the statutory open space notices and the consideration of objections received under section 123(2A) of the Local Government Act 1972.

1.2 On 9 February 2026, Cabinet approved a programme of property disposals and delegated authority to the Corporate Director of Neighbourhoods and Regeneration to publish any required open space notices and to consider objections before a final disposal decision is made. Northwick Park Golf Course is already subject to a 99-year full repairing and insuring lease from 7 November 2005 to 6 November 2104. The

Council is therefore disposing of its freehold reversionary interest, rather than approving any change of use or development.

1.3 Following publication of the section 123(2A) notices in the Brent & Kilburn Times during the period 19 March 2026 to 26 March 2026, 205 objections and representations were received. These have been reviewed individually and thematically. The main themes raised concerns about loss of open space, health and recreational value, risk of future development, environmental impact, public access and rights of way, transparency, planning policy protection, residential amenity, loss of Council ownership and landlord control, financial governance, and historic public trust. The individual objections and representations have been retained on the decision file and made available to the Corporate Director as part of his consideration of the proposed disposal. They are not appended to this public report because they are voluminous and contain personal data. The thematic analysis summarises the main issues raised but has been prepared from the full objection material.

1.4 Officers have carefully considered all objections and representations. Most objections relate to a possible future redevelopment rather than the legal effect of the proposed transaction. The Council is not granting development rights or disposing of an unoccupied public park: it is selling a reversionary investment already subject to an occupational lease until 2104. The disposal would not, in itself, change the existing golf use, remove Metropolitan Open Land or open-space planning protection, extinguish any legally established public right of way, or grant planning permission. It would transfer the future income, reversion and the Council's landlord status; if the current lessee acquired the freehold and the lease ceased, some lease-based controls could also cease. Those genuine effects have been weighed, but the landlord controls are limited and reactive and are not the statutory mechanism for deciding future land use in the public interest.

1.5 The statutory planning process is the forum in which any future development proposal would be assessed against the development plan, national policy and all material considerations, with statutory publicity, consultation and a reasoned decision. Officers consider that retaining the reversion solely to preserve an additional private-law control would not be proportionate, for the reasons set out in this report and Appendix 2. Having considered the objections and the identified benefits and disadvantages, officers recommend proceeding with an open-market disposal. Bespoke restrictions are not presently recommended where they would duplicate statutory controls or materially reduce marketability and best consideration, but any legally necessary or commercially justified protection will be considered in light of legal and independent valuation advice.

2.0 Recommendation(s)

That the Corporate Director, Neighbourhoods & Regeneration:

2.1 Considers the full set of individual objections and representations made available to the Corporate Director on the decision file, together with the thematic analysis and officer responses set out in Section 4 and the relevant matters summarised in Appendix 2, including the identified disadvantages and benefits of disposal, before determining recommendation 2.2. The individual responses are not reproduced in this public report because of their volume and the personal data they contain.

2.2 Approves, having considered the objections received in response to the section 123(2A) open space notices, that the Council proceed with the proposed disposal of its freehold reversionary interest at 280 Watford Road, Northwick Park HA1 3TZ.

2.3 Authorises officers to proceed with open and competitive marketing of the freehold reversionary interest and to negotiate disposal terms in accordance with the authority delegated by Cabinet on 9 February 2026, subject to independent valuation advice and to legal and title due diligence.

2.4 Notes that disposing of the freehold interest would not affect the Council's statutory planning powers, the status of any legally established public rights of way, or the requirement that any future change of use or development be determined through the statutory planning system.

2.5 Authorises officers, following approval of the final disposal terms by the Corporate Director, to enter into and complete all necessary legal agreements, contracts and ancillary documents required to give effect to the disposal, in accordance with, and subject to, the delegated authority and the safeguards set out in this report.

2.6 Notes that bespoke restrictive covenants, purchaser obligations or other land-use controls are not presently recommended where their purpose would be to duplicate the statutory planning regime or regulate a future proposal not currently before the Council. Such measures may nevertheless be considered where legal and independent valuation advice confirms that they are necessary, effective, commercially proportionate and consistent with the Council's duty to obtain best consideration. Any overage or other value-protection mechanism should be considered where independent valuation advice demonstrates that it is likely to improve the Council's net return.

2.7 Notes that, before exchange of contracts, officers will complete all due diligence, consents, procedures and safeguards required by law. Officers will also undertake such further due diligence on title, lease, highways, planning, valuation and finance as is proportionate and commercially justified, including review of any material issues relating to legally established public rights of way, easements, lease arrears, turnover-rent certification, accrued breaches or outstanding tenant obligations, including repair, maintenance, environmental, access or site-management matters. Where proportionate and commercially justified, officers will ensure that the disposal documentation protects the Council's position in relation to sums properly due, accrued rights, apportionments, overage or other value-protection mechanisms, together with any legally necessary title or statutory safeguards.

3.0 Detail

3.1 Contribution to Borough Plan Priorities & Strategic Context

3.1.1 The proposed disposal supports the Council's Property Strategy 2024-27 'Dispose' theme and the Medium-Term Financial Strategy by releasing value from a non-operational, non-strategic property interest, reducing long-dated financial exposure and generating a capital receipt for the General Fund. It also supports the Borough Plan priority of a responsible and resilient Council by managing resources prudently and ensuring that assets either support service delivery or are rationalised where retention is not justified.

3.2 Background

3.2.1 The Cabinet report dated 9 February 2026 approved, in principle, the disposal of three Council property interests, including the freehold interest in Northwick Park Golf

Course. Cabinet delegated authority to the Corporate Director of Neighbourhoods and Regeneration, in consultation with the relevant Lead Member, to determine the disposal strategy and final terms, subject to best consideration and to statutory open space procedures where applicable.

3.2.2 The Council owns the freehold reversion of Northwick Park Golf Course. Playgolf (Northwick Park) Limited occupies the site under a 99-year full repairing and insuring lease, running from 7 November 2005 to 6 November 2104. The demised premises comprise the golf course, driving range and a two-storey building. The permitted use is for golf and driving-range activities, with controlled rights to underlet retail units.

3.2.3 The Council receives base rent, turnover-linked rent where relevant thresholds are exceeded, and income from permitted underletting. Although retention offers potential long-term rental growth, the income is spread over approximately 80 years and remains exposed to operator performance, collection risk, macroeconomic conditions, and change within a specialist leisure market. That risk is not theoretical: a previous sub-operator, Big Shots, invested significantly in the facility but ceased trading within a relatively short period. Disposal would convert the long-dated, risk-exposed income and reversion into a capital receipt on completion, transferring future operator and sector risk to the purchaser.

3.2.4 Northwick Park Golf Course forms part of Metropolitan Open Land and has been treated as open space in the statutory disposal process. Disposal of the reversion would not alter the Metropolitan Open Land boundary or open-space planning status, change the existing lawful use, grant planning permission, or authorise physical development. The freehold would be sold subject to all legally established public rights of way, easements, and other third-party rights. Any claimed permissive or informal routes will be distinguished from legally established rights through title and highways due diligence; the existence of an unproven or informal route is not, of itself, a reason to retain the entire freehold interest.

3.2.5 The Council retains a limited set of landlord rights under the lease. The most significant is the ability to enforce the permitted-use restriction independently of planning control. The lease also includes repair and maintenance obligations, certain preferential access arrangements, and qualified controls over assignment and underletting. These rights are acknowledged and have value, but their practical scope should not be overstated: the tenant already has possession and day-to-day operational control; repair covenants primarily protect the landlord's investment; controls over assignment and underletting are qualified; and enforcement is reactive and depends on the Council choosing to take contractual action.

3.2.6 If the freehold is sold to a third-party purchaser, the landlord’s rights under the lease would ordinarily pass with the reversion, and the tenant would remain bound by the lease, although enforcement decisions would be made by the new landlord. If the current lessee acquires the freehold and the lease is surrendered or merges, lease-based user, repair, access and management controls may cease. The principal public controls over future land use, development, highways, ecology, environmental impact and amenity arise under statute and policy and remain with the relevant public authorities irrespective of ownership.

Evaluation process

3.2.7 The objections have been collated, reviewed and grouped thematically. Many individual objections raise more than one issue, so the frequencies are not mutually exclusive. Officers have distinguished between: (a) the legal and financial consequences of selling the reversion; and (b) concerns about a possible future

planning proposal. Concerns about future development form part of the public-interest context and have been considered, while recognising that the decision under section 123 is whether to dispose of the investment interest after considering objections, not whether any future development should receive planning permission.

3.2.8 Future planning applications must be determined through the statutory planning system, in accordance with the development plan unless material considerations indicate otherwise. That process applies published local, London and national policies, provides for public consultation and requires a reasoned decision on planning merits. The Council's private capacity as landlord provides an additional contractual layer of control but is not equivalent to the public-law planning process. Retaining the freehold would preserve that additional control, together with the associated long-term financial exposure; those considerations are weighed in this report without determining the merits of any future proposal.

3.2.9 Officers acknowledge that disposing of the freehold reversion requires balancing the retention of the Council's existing landlord controls with the financial, strategic and risk-management benefits of disposal. The existing lease provides the Council with a private-law layer of control over elements of the site, including controls over use, the operation of the golf facilities, repair and maintenance, trees and hedgerows, inspection rights, planning-application consent requirements, assignment and underletting, public-right-of-way safety arrangements and certain community-access provisions. These controls are separate from and additional to the statutory planning and environmental regimes.

3.2.10 If the freehold is sold to a third-party purchaser, the lease would ordinarily continue, and the landlord's rights would pass with the reversion, although the Council would no longer control how those rights are exercised. If the freehold is acquired by the current lessee and the lease is surrendered or merges into the freehold, some or all of those lease-based controls may cease to be enforceable. This is a genuine consequence of disposal and has been taken into account.

3.2.11 However, the lease covenants do not determine the land's Metropolitan Open Land status, open-space planning status, any applicable Site of Importance for Nature Conservation (SINC) or other ecological designation, public-rights-of-way status, or wider statutory environmental controls. Disposal would not, in itself, grant planning permission, authorise development, remove the MOL designation, alter the land's planning status, extinguish any legally established public right of way, or disapply environmental legislation. Any future change of use, redevelopment or operational intensification would remain subject to the statutory planning, highways, environmental, biodiversity, drainage, flood-risk and regulatory regimes applicable at that time. Officers have also specifically considered ward member concerns regarding the future management and maintenance of the site, including whether a deed of covenant, restrictive covenant or other title-based stewardship mechanism should be imposed on disposal. A broad obligation requiring future owners to manage and maintain the MOL site is not recommended as a default condition because it would not reliably replicate the existing lease regime, could require the Council to retain an ongoing monitoring and enforcement role, may constrain future lawful uses if circumstances or planning policy change, and could adversely affect marketability, competition and best consideration. Instead, before exchange of contracts, officers will review any material and evidenced lease breaches relating to repair, maintenance, environmental management, access, public rights of way or site condition, and consider whether these should be remedied, reserved, assigned, apportioned or reflected in the disposal terms. Any targeted stewardship, maintenance or title

mechanism will only be included where legal and valuation advice confirms that it is effective, commercially proportionate, sufficiently flexible, and does not materially reduce the Council's net return.

3.2.12 Officers have considered whether the Council could replicate the existing lease controls in the freehold disposal documentation. Legal advice is that there is no viable mechanism to comprehensively reproduce the lease regime in a freehold sale. Many of the existing lease obligations are positive obligations requiring active management, maintenance, operational compliance, inspection, consent and enforcement. Positive obligations do not generally run with freehold land to bind successors in title in the same way as lease covenants. Attempting to recreate them would require complex additional structures, be uncertain in enforceability, require the Council to retain an ongoing monitoring and enforcement role, and would likely reduce purchaser interest, marketability, and value. It would also be inconsistent with the purpose of disposing of the Council's investment reversion. Officers therefore do not recommend seeking to reproduce the lease control regime through the freehold disposal documents.

3.2.13 Having weighed these matters, officers consider that the potential loss or transfer of certain contractual landlord controls does not outweigh the rationale for disposal. The principal long-term public protections for the site stem from the statutory planning and environmental framework, including MOL policy protections, any applicable ecological designation or biodiversity policy protections, public rights-of-way legislation, and wider environmental controls. Disposal enables the Council to convert a long-dated, risk-exposed income stream and reversion into an immediate capital receipt, while any future development or change of use remains subject to statutory control.

4.0 Stakeholder and ward member consultation and engagement

4.1 In accordance with the delegation approved by Cabinet and with section 123(2A) of the Local Government Act 1972, public notices were published and objections invited before a final decision on disposal. A total of 205 objections and representations were received. The individual objections and representations, together with the objection log, have been made available to the Corporate Director as part of the decision file. They are not appended to this public report because they are voluminous and contain personal data. The thematic analysis below has been prepared from the full objection material and does not replace the Corporate Director's consideration of the underlying representations.

4.1A On 18 August 2026, the Corporate Director of Neighbourhoods and Regeneration undertook an accompanied site walkabout with Property officers to view the site context and matters relevant to the disposal decision. The walkabout included the Watford Road frontage, access arrangements, the driving range building, public rights of way crossing and adjoining the golf course, boundary and path maintenance issues, Japanese knotweed treatment, and known site-management matters including the planning regularisation discussions relating to the artificial driving range surface. The visit informed the officer assessment of site condition, access and management concerns, but did not constitute a planning assessment and does not predetermine any future planning application.

4.1B The recommendation represents the officers' assessment following review of the objections and other relevant considerations. The Corporate Director must independently and conscientiously consider the objections, the identified benefits and disadvantages of disposal, the alternative of retaining the freehold, and the legal, financial and property implications before reaching a decision. The officer recommendation does not bind or predetermine that decision.

4.2 The objections have been reviewed thematically. Frequencies are approximate and exceed the number of objections because many responses raise more than one issue.

Rank	Objection theme and stated impact	Approx. frequency	Officer assessment, weight and conclusion
1	Concern that selling the freehold will privatise or remove protected open space, weaken long-term green-space protection, enable closure of the golf use or amount to a first step towards development.	188	**Actual effect:** The transaction is a sale of the Council's freehold reversion, not a disposal of vacant possession or approval of development. The site is already occupied under a 99-year lease until 2104 and will continue to be used under that lease unless lawfully changed. Sale does not itself close the golf course, remove land from Metropolitan Open Land, alter an open-space planning designation or authorise physical works. **Continuing protection:** Metropolitan Open Land and open-space policies apply to the land irrespective of ownership. Section 123(2A) requires notice and conscientious consideration of objections, but it expressly operates within a statutory regime that permits open-space disposal; it does not create a presumption that the Council must retain every freehold. **Landlord-control point:** The current user covenant is an additional private control. It would pass to a third-party freeholder while the lease remains, or may cease if the lessee acquires the freehold and the lease ends. That consequence has been weighed. However, retaining the reversion solely to preserve a private veto would duplicate the planning framework and keep the Council exposed to a long-dated investment risk. **Conclusion:** The objection does not demonstrate that sale will cause loss of open space. The public protection lies principally in the continuing planning designation. No new bespoke land-use covenant is recommended because it would add little to that protection while reducing competition and best consideration. This theme does not outweigh the case for disposal.
2	Concern that disposal will reduce opportunities for exercise, golf, walking, social contact, affordable recreation and the physical and mental-health benefits associated with the site and surrounding green space.	157	**Current position:** The disposal does not close the existing golf facility, change the golf use or remove a Council service. The site is already operated privately under a long lease and is not an unrestricted municipal park. Its recreational and landscape contribution is acknowledged, but the immediate operational position is unchanged by a transfer of the reversion. **Future effects:** If a future proposal sought to reduce or alter recreational provision, its effects on open space, health, equality, amenity and community infrastructure would be relevant to the planning and equality assessments at that time. Those matters cannot be determined in the abstract in the absence of a scheme. **Lease benefits:** The lease contains certain preferential access arrangements. They would ordinarily remain if a third party becomes landlord, but could cease if the lessee acquires the freehold and the lease ends. This is a genuine but limited loss. It is not a statutory or commissioned Council service, and there is no evidence that the sale itself withdraws current access or provision. **Conclusion:** Retaining a substantial non-strategic reversion until 2104, or imposing a value-depressing new covenant, is not proportionate solely to preserve a non-statutory lease arrangement. The continuing use and planning safeguards mean this theme does not outweigh the financial and strategic benefits of disposal.
3	Concern that a purchaser, particularly the existing lessee, could pursue housing, commercial development, intensification or another non-golf use once the Council no longer controls the freehold.	145	**No development decision:** The disposal grants no planning permission, creates no planning allocation and does not predetermine a future application. Metropolitan Open Land retains strong policy protection. A purchaser would acquire the same constrained land and would need to obtain all necessary permissions for any material change. **Proper decision-making forum:** Under section 38(6) of the Planning and Compulsory Purchase Act 2004, future applications must be decided in accordance with the development plan unless material considerations indicate otherwise. The planning process applies published local, London and national policies, invites public representations and requires a reasoned decision. It is the proper and transparent mechanism for deciding whether redevelopment is acceptable in the public interest. **Landlord distinction:** The existing user covenant gives the Council a separate private-law control. If the lease continues under a third-party freeholder, that control transfers; if the lessee acquires the freehold and the lease ends, it may be lost. That loss is acknowledged. However, a landlord decision is not required to follow the statutory planning balance, public consultation, policy tests or reasoned decision-making required of the local planning authority. The possibility of an unidentified future proposal does not, in officers' view, justify retaining the freehold solely to preserve the Council's landlord control. This decision concerns the Council's position as landowner and does not determine the planning merits of any future proposal, which would be considered separately through the statutory planning process. **Conclusion:** The possibility of a future application is not a reason to retain the investment reversion. Any future proposal should succeed or fail through the statutory planning process. New restrictions duplicating planning control are not

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			recommended as a default response because they may fetter future lawful decision-making, reduce purchaser competition and depress market value. This theme does not outweigh disposal.
4	Concern that the sale could lead to damage to biodiversity, wildlife, trees, ancient hedgerows, landscape character, drainage, flood resilience, air quality or the wider environmental function of Metropolitan Open Land.	131	**Immediate effect:** A transfer of ownership causes no excavation, tree removal, habitat loss, drainage change or other physical environmental impact. The existing operator remains responsible for the site under the lease and the planning designation remains unchanged. **Continuing controls:** Any future works would be subject to the relevant planning, environmental, tree, drainage, flood-risk, biodiversity and pollution regimes. These public-law controls apply irrespective of ownership and are the appropriate mechanisms for assessing environmental harm against published standards. **Lease-control point:** The lease may contain positive maintenance or management obligations concerning hedgerows, fencing and the condition of the premises. If the lease ends following a sale to the lessee, some may cease. That is accepted, but those provisions are reactive contractual protections and do not amount to comprehensive public environmental regulation. Their retention is not necessary to preserve MOL status or statutory environmental controls. **Conclusion:** Statutory planning, environmental and related regulatory controls will continue to apply irrespective of ownership, although any lease-based controls may depend on whether the lease remains in place. New proprietary restrictions are not justified merely to duplicate statutory controls or regulate an unidentified future scheme, particularly where they would depress value. This objection does not provide a reason to retain the freehold.
5	Concern that sale will lead to the closure, obstruction, diversion or loss of public footpaths and walking links, including routes connecting Watford Road, St Cuthbert's Church and Northwick Park, or reduce informal public access.	116	**Established rights:** A legally established public right of way or statutory highway binds successors in title and is not extinguished merely because the freehold is sold. Any diversion or extinguishment requires the appropriate statutory process. The disposal will therefore be subject to all legally established rights, easements and highways. **Nature of present access:** The golf course is already privately operated and is not generally available as unrestricted public parkland. Public access must be distinguished between statutory rights, private easements, contractual routes and permissive or informal use. Ownership by the Council does not convert every walked route into a permanent public right. **Due diligence and landlord controls:** The definitive map, title, relevant orders and route alignments will be checked. If a path is only permissive or dependent on a lease covenant, it may not have equivalent statutory protection and a sale to the lessee could remove a contractual enforcement route. That limited possibility is acknowledged, but unproven or informal access claims do not justify retaining the whole reversion. **Conclusion:** The sale will be subject to the existing lease and any legally established rights affecting the land, as confirmed through title and highways due diligence. No new restriction is recommended to preserve informal or permissive routes where no legal right is established, as this would affect value without a demonstrated legal need. This theme does not outweigh disposal.
6	Concern that consultation was inadequate; that the notice gave insufficient information about the purchaser, intended use, valuation and consequences; that objections will be disregarded; or that commercially sensitive material will be withheld.	110	**Statutory process:** The section 123(2A) process requires the proposed disposal to be advertised and objections to be considered before a final decision. The notices were followed by 205 objections and representations, which have been collated in an objection log and reviewed thematically. The individual objections and representations, together with the objection log, have been made available to the Corporate Director as part of the decision file. The individual objections are not appended to this public report because they are voluminous and contain personal data. The process is genuine, but it is not a referendum and the number of objections does not create a veto. **Information available:** There is no selected purchaser or development scheme because the interest is to be openly marketed after the disposal decision. It would be misleading to assess or consult on a hypothetical planning proposal that does not exist. The report explains the lease, the planning status, the landlord-control implications, the financial rationale and the legal effect of sale. **Transparency safeguards:** Independent valuation, open marketing and legal due diligence will be undertaken. Commercial information may be exempt from public disclosure only where the statutory test is met, while the decision-maker must receive sufficient information to make an informed decision. Any future planning application will have its own statutory publicity and consultation process. **Conclusion:** The objections have materially informed this report, including the express treatment of landlord controls and access. After consideration, officers remain entitled to recommend disposal. No consultation defect has been identified that requires the process to stop.
7	Concern that disposal is incompatible with Metropolitan Open Land, public-open-space, Local Plan, London Plan or national policy protections, or that protected status itself requires continued public ownership.	104	**Ownership and policy:** Planning designations regulate land, not the identity of its owner. Sale does not amend the Local Plan or London Plan, alter the Metropolitan Open Land boundary or amount to approval of inappropriate development. Any boundary change would require the proper plan-making process. **Strength of planning protection:** London Plan Policy G3 affords Metropolitan Open Land the same status and level of protection as Green Belt. A future proposal would face the relevant development-plan and national-policy tests and be assessed on evidence at that time. The Council cannot lawfully promise either approval or refusal as part of a land sale.

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			Why landlord control is not required: The current lease covenant is an extra private layer, but it is neither the source nor the guarantor of MOL protection. Public land-use decisions should be taken by the local planning authority under published policies and statutory procedures, not by the Council as commercial landlord on potentially unrelated considerations. Retaining ownership for that purpose would be duplicative and inflexible. **Conclusion:** The planning constraints may affect market value and development prospects, but they do not prohibit sale. Because they continue to bind every purchaser, no additional covenant is required to preserve them. This theme supports careful planning disclosure, not retention of the freehold.
8	Concern that future development or intensified operation could increase traffic, parking, highway danger, noise, air pollution, overlooking, anti-social behaviour, pressure on infrastructure or harm residential amenity.	71	**No present impact:** The disposal approves no development, intensification, building works or operational change. The current lease and golf operation remain in place unless changed through the relevant legal and planning processes. **Future assessment:** Traffic, access, parking, highway safety, noise, air quality, design, overlooking, amenity, infrastructure and cumulative effects are standard material considerations for a future planning application. Highways, environmental-health, licensing, statutory-nuisance and other regulatory powers would remain available where applicable. **Lease-control point:** Some lease provisions may assist with repair, management or use and may cease if the lessee acquires the freehold and the lease ends. They do not, however, provide a comprehensive or policy-led assessment of the impacts listed by objectors. There is currently no scheme against which those impacts can be measured. **Conclusion:** These concerns are relevant to a future planning or regulatory process, not a reason to retain the reversion now. Using a landlord covenant to block a proposal found acceptable under the statutory planning balance would be neither necessary nor transparent. This theme does not outweigh disposal.
9	Concern about permanent loss of Council ownership, rental income and the 2104 reversion, and loss of the Council's ability to enforce the golf-use covenant, repair and maintenance duties, preferential-access arrangements, underletting controls and other lease provisions.	31	**What is given up:** The Council will give up the rent and review mechanisms, potential turnover and underletting income, the 2104 reversion and its own discretion to enforce the lease. If a third party buys, the lease normally continues and the rights pass to that purchaser. If the lessee buys and the lease is surrendered or merges, the lease controls may cease. This is a genuine and irreversible consequence and has been expressly considered. **Practical weight of the controls:** The permitted-use covenant is the strongest additional private-law control. It may provide a separate landlord remedy, but it is not the statutory mechanism for determining whether any future change of use or development is acceptable in the public interest. Repair duties principally protect the landlord's investment; assignment and underletting controls are qualified; preferential-access provisions are contractual; and all enforcement is reactive. The Council does not direct daily operations, investment decisions or business strategy. The site is already committed to private occupation under the existing lease until 2104. **What remains and why it matters:** Planning, MOL policy, highways, environmental and public-health powers remain. Those powers do not reproduce every lease remedy, but they are the proper public mechanisms for controlling land use and external impacts. Retaining a private veto solely to supplement planning would preserve a limited control at the cost of continued exposure to approximately 80 years of operator, market, collection and liquidity risk. **Ward Member maintenance concern:** Ward Member concerns regarding maintenance and site management have been specifically considered. Officers do not recommend a broad replacement maintenance covenant as a default disposal condition because it may be uncertain in enforceability, require continuing Council monitoring, constrain future planning-compliant uses, and reduce marketability or best consideration. Before exchange, officers will review any material and evidenced lease breaches relating to repair, maintenance, environmental management, access, public rights of way or site condition, and consider whether these should be remedied, reserved, assigned, apportioned or reflected in the disposal terms. **Conclusion:** The loss of landlord status is acknowledged and has been given weight. However, officers consider that, when balanced against the immediate capital receipt, the transfer of long-term operator and market risk, the non-operational nature of the asset and the continuing statutory safeguards, it does not outweigh the case for disposal. No new restrictions are recommended as a default; overage should be used only where independent valuation advice indicates that it is likely to improve the Council's net return.
10	Concern that the freehold will be undervalued; that inflation-linked rent, turnover rent, arrears or backdated sums will be lost; that the existing lessee may gain an advantage; or that the Council will not obtain best consideration transparently.	21	**Valuation basis:** The value is not the current annual rent multiplied by the remaining years. Independent valuation will capitalise and discount the lease income, review provisions, turnover and underletting potential, covenant strength, operator and sector risk, liquidity, remaining term and the 2104 reversion. The planning and title constraints will also be reflected. **Market test:** The interest will be openly and competitively marketed, allowing the existing lessee and third parties to compete. The final decision on terms must be supported by valuation evidence and demonstrate the best consideration reasonably obtainable. **Income assurance:** Before completion the rent ledger and turnover-certification position will be reconciled, potential arrears or backdated entitlement investigated, and any properly due sums collected, reserved, assigned or reflected in the price and contract. The sale must not inadvertently waive an existing claim. **Conclusion:** These are transaction-assurance requirements, not reasons to retain the asset indefinitely. Additional restrictive covenants can reduce price and competition and will not be imposed merely to address speculative development concerns. Subject to valuation, due diligence and market testing, the financial case favours disposal.

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11	Concern that historic acquisition, long public ownership, recreational use or past statements mean the Council holds the land on trust for residents, owes a permanent stewardship duty or has created a legitimate expectation that the freehold will never be sold.	19	**Legal framework:** Parliament has expressly provided a process by which councils may dispose of open-space land after advertisement and consideration of objections. Historic ownership and community use are relevant, but do not by themselves create a permanent prohibition on sale. Any binding statutory trust, restrictive covenant, dedication or acquisition condition must arise from the legal evidence, not assumption. **Due diligence:** Legal Services will confirm the acquisition and holding powers, title restrictions, any appropriation and any statutory trust. Where section 123(2B) applies, the legal effect of a compliant disposal will be addressed. The objections have not identified a planning designation or public right of way that would disappear solely because ownership changes. **Stewardship balance:** Responsible stewardship includes protecting genuine legal and public interests, but also obtaining best consideration and avoiding the indefinite retention of non-strategic, risk-exposed assets where public functions can be protected through statute. The Council already granted occupation until 2104; retaining the reversion does not amount to active public operation of the site. **Conclusion:** Subject to confirmation of the title and trust position, no historic or legitimate-expectation issue has been identified that legally prevents disposal. Planning protections and established rights remain. This theme does not outweigh the financial, strategic and asset-management case for sale.

4.3 The number and substance of objections have been given substantial weight, but the section 123(2A) process is not a referendum and does not create a veto over disposal. A large proportion of representations concern the possibility of future development. No development proposal is before the Council, and no change to the current golf use, Metropolitan Open Land status, or legally established public rights of way results from this decision. The disadvantages of disposal are genuine and potentially irreversible: the Council would surrender the yearly income and the 2104 reversion, cease to be the landlord and lose direct control over enforcement of the lease; if the lessee acquires the freehold and the lease ceases, some contractual controls may also cease. Officers have weighed those effects against the existing long lease, the tenant's operational control, the duration and risk of the income stream, and the continuing statutory controls. The site is designated as Metropolitan Open Land, not Green Belt. Accordingly, "grey belt" considerations applicable to Green Belt land do not apply. Metropolitan Open Land remains subject to strong policy protection and should be protected from inappropriate development.

4.4 The detailed assessment in the table above has informed the officers' recommendation. Officers have not identified a legal prohibition on sale, an immediate loss of the existing use, or a public-interest outcome that requires continued Council ownership. Officers acknowledge that continued Council ownership would preserve the income, the 2104 reversion and direct landlord controls described in this report. However, in officers' assessment, and subject to the outstanding legal and valuation confirmations required before exchange, those considerations do not outweigh the case for disposal through open and competitive marketing. The Corporate Director is invited to reach an independent view after considering the objections and the full balance of benefits and disadvantages. Additional bespoke restrictions are not recommended as a default response, but may be used where legally necessary or where legal and valuation advice confirms that they are effective, proportionate and consistent with best consideration.

4.5 Officers have also considered the objection that the Council may be disposing of a strategically important long-term land interest before future planning policy, market conditions or land values change. That concern is acknowledged. Retaining the freehold would preserve the Council's right to future rental income, the 2104 reversion and direct landlord control while the lease subsists. However, any future development value is uncertain and cannot be assumed, particularly given the site's MOL, open-space and ecological constraints. Retention would also leave the Council exposed to approximately 80 years of operator performance risk, collection risk, specialist leisure-market risk, liquidity risk and uncertainty over the value of the reversion at lease expiry.

4.6 Independent valuation advice and open-market testing will be used to assess the value of the freehold reversion. Officers will also consider whether an overage or value-protection mechanism should be included where independent valuation advice indicates that it is commercially justified and likely to improve the Council's net return. Any such mechanism must be structured so as not to fetter the statutory planning process or materially undermine best consideration.

5.0 Financial Considerations

5.1 The proposed disposal of Northwick Park Golf Course will generate a capital receipt for the Council. Capital receipts can be used to finance capital investments, reducing the dependence on borrowing and lowering interest costs for the Council.

5.2 The disposal also directly addresses a recommendation from the external audit for the Council to identify surplus assets for disposal.

5.3 Up-to-date independent market valuations or guides will be obtained prior to marketing to support the Council's duty to secure the best consideration reasonably obtainable and to maximise the net capital receipt. Indicative receipts, subject to valuation and marketing, are shown in confidential Appendix 1. The assessment will take account of the full value of the interest, including the lease income, review and turnover provisions, covenant strength, special-purchaser considerations, title and planning constraints, marketability and the 2104 reversion.

5.3A The valuation and marketing process may, where relevant, take into account potential special-purchaser value, lease merger or surrender assumptions, planning and title constraints, market liquidity, and the effect of any proposed restrictions on best consideration and the Council's net return. Officers may also consider overage, clawback or other value-protection mechanisms where these are legally effective, commercially proportionate and supported by valuation advice, but no such mechanism is assumed or required at this stage.

5.4 The golf course currently generates revenue. Although it will generate a capital receipt and reduce interest costs, the disposal will put pressure on the commercial property budget. A growth bid will be submitted to cover this projected budget gap.

5.5 The costs of sale, including valuation, marketing, legal and survey fees, and agent commission (usually 1–2% of the sale price), will be paid from the capital receipt, subject to the statutory 4% limit on allowable disposal costs. A one-off contingency of £15,000 has been included in the financial modelling.

6.0 Legal Considerations

6.1 Northwick Park Golf Course forms part of Metropolitan Open Land (MOL). There are various statutory definitions of 'open space'. Under section 20 of the Open Spaces Act 1906, "open space" is defined as "any land, whether enclosed or not, on which there are no buildings or of which not more than one-twentieth part is covered with buildings, and the whole or the remainder of which is laid out as a garden or is used for purposes of recreation, or lies waste and unoccupied". Additionally, "open space" is defined slightly differently in section 336(1) of the Town and Country Planning Act 1990 (TCPA 1990) as any land laid out as a public garden, or used for the purposes of public recreation, or land which is a disused burial ground. MOL is considered a type of open space within London, as it falls within the definition of open space under section 336 of the TCPA 1990. It is predominantly undeveloped land, except for buildings or structures that are ancillary to the open space. The London Plan explicitly recognises MOL as protected open space and supports its preservation and protection from developments that could adversely impact its openness.

6.2 As with all general-fund land held by the Council, any land disposal must comply with the legal requirements set out in paragraph 6.4 below. There are additional legal requirements for the disposal of open-space land.

6.3 Additionally, section 123(2B) of the Local Government Act 1972 (LGA 1972) provides that if the Council disposes of land held under certain statutory trusts, such as for public recreation or as open spaces under the Public Health Act 1875 or the Open Spaces Act 1906, the land will be freed from the trust upon disposal, provided the advertising and objection requirements under section 123(2A) are met.

6.4 Under Section 123 of the LGA 1972, the Council has a statutory duty to obtain the best consideration reasonably obtainable when disposing of land. If a proposed disposal (whether the land is open space or otherwise) is considered to be at an undervalue, it must comply with the LGA 1972: General Disposal Consent (England) 2003, which permits such disposals only where the undervalue does not exceed £2 million and where the disposal contributes to the promotion or improvement of the economic, social, or environmental wellbeing of the area. Disposals falling outside these criteria would require specific consent from the Secretary of State. Any disposal at less than best consideration must also comply with UK subsidy control rules. This is because disposing of publicly owned land at less than best consideration would constitute a subsidy to the purchaser. Before any disposal of land, the Council must exercise options for establishing market value using benchmarking and/or other standard valuation methodologies. To justify the price at which the land is sold, the Council must be able to provide evidence showing that its decision to carry out the transaction was based on an economic evaluation comparable to that which a rational market economy operator would have considered.

6.5 Where the land to be disposed of constitutes or forms part of public open space, the Council must comply with Section 123(2A) of the LGA 1972. This includes MOL, as it falls within the definition of open space under section 336 of the TCPA 1990. This requires the publication of public notices in a local newspaper for two consecutive weeks and the consideration of any objections received before a final decision is made.

6.6 Officers have collated and reviewed all objections received in response to the section 123(2A) notices. The individual objections and representations have been retained on the decision file and made available to the Corporate Director. The objections have been analysed thematically, and the material planning, property, financial, environmental, access, equality and governance issues raised have been set out in this report and Appendix 2. The decision-maker must conscientiously consider those objections before deciding whether to proceed with disposal. Officers are satisfied that the statutory process has been followed and that the legal requirements for disposing of the land have been met, subject to final legal due diligence before exchange.

6.7 For the avoidance of doubt, compliance with section 123(2A) of the Local Government Act 1972 is a statutory procedural requirement before disposing of land consisting of, or forming part of, open space. The process requires advertisement and conscientious consideration of objections; it does not, in itself, grant planning permission, amend the Local Plan, remove MOL designation, alter any applicable SINC or other ecological designation, or extinguish legally established public rights of way. Those matters are governed by separate statutory and policy regimes.

6.8 The section 123(2A) notices were published in the Brent & Kilburn Times during the period 19 March 2026 to 26 March 2026. Legal Services are satisfied that the statutory requirement to advertise the proposed disposal for two consecutive weeks has been met. The Corporate Director must conscientiously consider the objections before making any final disposal decision.

6.9 The disposal will be subject to the usual due diligence and conveyancing processes, including title investigation prior to exchange of contracts. At present, all applicable statutory requirements have been complied with. If during the course of the usual due diligence investigations and conveyancing process, any additional decision, consent, consultation or procedural step is identified, the disposal must not proceed until that requirement has been satisfied and properly recorded.

6.10 Legal Services will review the Council's title to the land prior to exchange to determine whether the land was acquired or is held under any statutory trust. The legal effect of section 123(2B), if applicable, and any consequential requirements will be confirmed before exchange and reflected in the decision and transaction records.

7.0 Equity, Diversity & Inclusion (EDI) Considerations

7.1 The disposal does not, in itself, change the golf use, close the facility, remove a public right of way, or displace a Council service. The site is already operated privately under a long lease rather than as an unrestricted Council park. The health, recreation and wellbeing benefits identified by objectors are acknowledged, but they do not depend on the Council retaining the investment reversion. Any future proposal that could affect those benefits would be considered under the planning and equality frameworks applicable at that time.

7.2 Objections were received, raising concerns that the disposal could result in the loss of discounted access currently available to certain user groups. The existing lease contains a covenant requiring the tenant to offer discounted access to members of a defined "Special Group". However, the covenant does not prescribe a minimum discount level, the extent of availability, or other measurable benefits, and affords the tenant significant discretion in its implementation, including the times when discounts are available. It is acknowledged that, should the lease cease to exist, the covenant would no longer be enforceable. Consequently, any current concessionary arrangements could be altered in the future. However, the covenant does not secure a defined or quantifiable level of community benefit, and the extent of any discount is already largely determined by the tenant. As a result, whilst the disposal may remove the mechanism through which the covenant is currently secured, it is not possible to conclude that the disposal would result in the loss of a specific or measurable level of discounted provision. These objections have therefore been noted and taken into account as part of the overall consideration of the disposal.

8.0 Climate Change and Environmental Considerations

8.1 The Council's interest is a freehold reversion subject to a long lease, and the site is not an operational Council asset. The disposal would not, in itself, authorise works, redevelopment, tree removal, habitat loss or a change of use. Any future works or change in operation would remain subject to the relevant planning, environmental, biodiversity, drainage, flood-risk, building-control and regulatory regimes.

8.2 Future redevelopment or refurbishment of the site will be the purchaser's responsibility, with environmental performance and emissions managed through the planning and building control process, including compliance with EPC/MEES standards and broader sustainability policies.

8.3 Known environmental constraints, including ground conditions, potential contamination, trees and ecology, drainage, and flood risk, will be disclosed to prospective purchasers. Following completion, responsibility will transfer to the purchaser to the extent provided by law and the transaction documents; any historic, statutory, contractual or retained liability will be addressed through legal due diligence and the disposal documentation.

8.4 Open-space considerations and known biodiversity features will be reflected in the marketing information. Any targeted purchaser obligation will be included only where legal and valuation advice confirms that it is necessary, effective, commercially proportionate and consistent with best consideration.

8.5 Officers acknowledge the site's ecological significance and the concerns raised by objectors about its biodiversity, trees, hedgerows, habitats and wider environmental function. If the site is designated as a Site of Importance for Nature Conservation, that designation remains a material planning consideration and applies irrespective of ownership. Disposal of the freehold does not remove that designation or authorise any works affecting habitats, trees, biodiversity or ecological features.

8.6 The existing lease contains contractual obligations for the maintenance and management of the premises, including provisions relating to trees, hedgerows and environmental stewardship. These provisions provide a supplementary landlord-control mechanism while the lease subsists. If the Council disposes of the freehold, those controls may transfer to a new landlord, or, if the lessee acquires the freehold and the lease merges or is surrendered, may cease to be enforceable. That consequence has been considered. However, any applicable SINC or other ecological designation, the MOL designation, planning controls, biodiversity policies, public rights-of-way protections, and wider environmental legislation remain in place irrespective of freehold ownership.

8.7 The marketing information and legal pack will disclose known environmental, ecological, open-space, public rights-of-way and planning constraints. Any future purchaser will acquire the land subject to those constraints, and any future development or material change in operation will be subject to the statutory planning and environmental regimes in force at that time.

9.0 Human Resources/Property Considerations (if appropriate)

9.1 Northwick Park Golf Course is already subject to a long lease until 2104 and is not an operational asset required for Council service delivery. Possession, daily operations, investment decisions and commercial risk rest with the tenant. The Council's interest is an investment reversion comprising income, the future reversion and a limited set of landlord remedies.

9.2 The preferred disposal approach is to market the freehold reversion openly and competitively, without new bespoke restrictions that duplicate planning policy or materially reduce marketability and value. The disposal will be subject to the existing lease and to any legally established public rights of way, easements and title obligations. If the existing lessee acquires the freehold and the lease is surrendered or merged, lease-based controls may cease; this consequence has been considered in this report.

9.3 Prior to exchange of contracts, officers will ensure that the disposal file records the basis for assessing best consideration, including independent valuation advice, market-testing strategy, treatment of lease income, turnover-rent arrangements, underletting income, reversionary value, planning constraints, title constraints, environmental constraints, and any potential special-purchaser interest.

9.4 The approach to reviewing rent, turnover-rent certification, arrears and other accrued tenant obligations is set out at paragraph 9.7 below.

9.5 Bidders will be required to state whether their offer assumes continuation of the existing lease, surrender, merger, variation, or any other restructuring of the leasehold arrangements. This will enable officers and valuers to compare offers on a like-for-like basis and to understand the implications for lease-based controls, income, reversionary value, and best consideration.

9.6 Officers will consider whether overage, clawback, targeted restrictive covenants, or other value-protection mechanisms are appropriate. Such mechanisms will be recommended only if they are legally effective, commercially proportionate, consistent with the Council's statutory duties, and supported by valuation advice demonstrating that they do not materially prejudice best consideration or the Council's net return.

9.7 Officers acknowledge that concerns have been raised about historic income and other sums potentially due under the lease, including turnover rent, reviewed rent, underletting income, arrears and related accounting information. Before exchange or completion, the Council will review the rent account, the turnover-rent certification position, underletting arrangements and any other accrued tenant obligations. Where sums are properly due and legally recoverable, officers will seek to collect, reserve, assign, apportion or reflect them in the disposal price and contract documentation, as appropriate. Legal advice will be sought on any limitation, evidential or enforceability issues, recognising that some historic matters may be time-barred, uncertain, disproportionate or uneconomic to pursue. The objective will be to regularise outstanding matters as far as reasonably practicable, while balancing the recovery of historic sums against the wider Best Value case for disposal, including the need to secure best consideration, avoid disproportionate delay or litigation risk, and realise the broader financial and strategic benefits of the transaction.

10.0 Communication Considerations

10.1 Ward Members and the relevant Lead Member will be briefed before marketing. Subject to Legal Services' confirmation of the acquisition, holding, trust and title position, no specific Secretary of State consent is expected to be required. The disposal opportunity will be publicised on the Council's website and promoted through suitably appointed property agents using an open and competitive marketing process appropriate to the interest.

related documents:

Cabinet report dated 9 February 2026 and Confidential Appendices: Approval for the Disposal of Council-Owned Commercial Properties.

Report sign-off:

Jehan Weerasinghe
Corporate Director of Neighbourhoods & Regeneration