



**Brighton & Hove
City Council**

**POLICY & RESOURCES COMMITTEE
SPECIAL MEETING**

ADDENDUM

3.00PM, WEDNESDAY, 30 MAY 2012

COUNCIL CHAMBER, HOVE TOWN HALL

ADDENDUM

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(C) (i) Deputation from Saltdean Lido Campaign – Ms. Crook, Spokesperson.	
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Report of the Strategic Director; Communities (copy attached).	
<i>Contact Officer: Ian Shurrock</i>	<i>Tel: 29-2084</i>
<i>Wards Affected: Rottingdean Coastal, All Wards</i>	
5. SALTDEAN LIDO - EXEMPT CATEGORIES 3 AND 5	33 – 38
Report of the Strategic Director; Communities (circulated to Members only).	
<i>Contact Officer: Ian Shurrock</i>	<i>Tel: 29-2084</i>
<i>Wards Affected: Rottingdean Coastal, All Wards</i>	

DEPUTATIONS FROM MEMBERS OF THE PUBLIC

The following deputation has been accepted by the Chair for the Special Meeting as it relates directly to the subject matter on the agenda for the special meeting. The spokesperson for the deputation has up to 5 minutes in which to address the meeting, following which the Chair or relevant Committee Chair may respond.

(a) Deputation concerning Saltdean Lido and the Council's position in respect of the Lido – Ms Rebecca Crook, (Spokesperson).

“The Save Saltdean Lido Campaign would like the opportunity to comment on the latest Council report and current situation at Saltdean Lido, with a view to recommending any actions as a result of having sight of the report.”

Subject:	Saltdean Lido		
Date of Meeting:	30th May 2012		
Report of:	Strategic Director - Communities		
Lead Member:	Economic Development & Culture		
Contact Officer:	Name:	Ian Shurrock	Tel: 29-2084
	Email:	ian.shurrock@brighton-hove.gov.uk	
Key Decision:	Yes		
Ward(s) affected:	All		

FOR GENERAL RELEASE

Note: The special circumstances for non-compliance with Council Procedure Rule 3, Access to Information Procedure Rule 5 and Section 100B(4) of the Local Government Act 1972 (items not considered unless the agenda is open to inspection at least five days in advance of the meeting) was the short timescale since conclusion of negotiations and receipt of proposals.

This item was published in the Committee Agenda on the 24th May 2012. This was the first opportunity after the Council became aware of the proposal. A decision is required to be taken by 31st May 2012 meaning it would be impracticable to defer the decision. The procedures required under Part 5 Overview & Scrutiny Rules, Procedural rule 18 and Part 7 Access to Information, have been followed.

1. SUMMARY AND POLICY CONTEXT

- 1.1 The council is the freeholder of Saltdean Lido which is leased on a long lease to Saltdean Lido Limited (SLL) of 125 years, of which 111 years are remaining. SLL is the head lessee, with sub tenancies to Saltdean Community Association ("SCA") for the community centre and the council for the library. This report is being considered within the context of the council being the freehold owner of the Lido complex and therefore as the "superior landlord" of the property. The council also has statutory duties in respect of the property, from a planning perspective as the local planning authority and as the regulatory body for health and safety issues through Environmental Health. The current situation has resulted in a considerable amount of officer time being expended across these council functions on issues in relation to the Lido.
- 1.2 Saltdean Lido is an important community facility with the community centre and library providing activities and services primarily to local residents. However, the Lido itself is the largest enclosed outdoor swimming facility for the city and therefore has a wider catchment area. In addition, health and fitness facilities are also provided within the Lido complex.

- 1.3 The overriding requirement of the council is to seek a vibrant, accessible, high quality facility that befits the status of the Lido as a key asset of both the local and wider city community.
- 1.4 A resolution of full Council was agreed at the meeting of 20th October 2011 included a review of the options available in relation to getting a resolution to the current impasse and the taking of early actions that would facilitate the repair and refurbishment of the Lido which do not prejudice the position of SCA, who are tenants of SLL.
- 1.5 Reports on the operation of Saltdean Lido have been considered at the Cabinet Member Meeting for Culture, Recreation & Tourism on 6th December 2011 and 6th March 2012 (Appendices 2 & 3). At the first meeting it was approved that senior officers should continue to seek a negotiated way forward with the head lessee, including if satisfactory terms can be agreed, surrender of the head lease back to the council. At the March meeting it was noted that the head lessee had agreed to have without prejudice negotiations regarding the possible surrender of the lease.
- 1.6 Various questions have been put to various meetings of the council by the Save Saltdean Lido Campaign.
- 1.7 Negotiations with SLL have resulted in an agreement in principle for the head lease to be surrendered back to the council but as the terms of the proposed agreement are commercially sensitive they need to be considered in a part II confidential session.
- 1.8 A plan of the site is attached in Appendix 1.

2. RECOMMENDATIONS

- 2.1 That it be noted the terms for the surrender of the Lease of Saltdean Lido (“the surrender”) are recommended to be agreed in the Part II report going to this meeting;
- 2.2 That it be noted as the surrender does not entail the transfer of a going concern, it is inevitable that, if the terms of the surrender are agreed, the pools and gym part of the Lido will not be immediately open at the start of the summer season; and
- 2.3 That if the terms of the surrender are agreed, it be agreed that interim management arrangements are put in place as soon as possible by officers in consultation with the Chair of the Economic Development & Culture Committee.

3. RELEVANT BACKGROUND INFORMATION/CHRONOLOGY OF KEY EVENTS

3.1 History & Lease Arrangements

- 3.1.1 The relevant history is set out in Appendices 2 and 3. As explained in the appendices (a) the library is leased back to the council; no rent is payable but the council are liable under the sub lease to contribute to the repairs and maintenance to be carried out by SLL; (b) the SCA are holding over the sublease granted to them and the council's legal view is that their documentation provides for a 55% contribution; and (c) the sublessee of the public house does not contribute to the main Lido expenses and pays a ground rent to SLL.
- 3.1.2 The current lessee is SLL for whom Mr Audley is also a director. The Appendices refer to relevant requirements under the head lease and steps taken by the council under the lease. On May 15th mediation between the council and SLL took place to see if agreement could be reached regarding the terms of a surrender of the lease back to the council. The detail of the proposal is in the Part II report. If the recommendations in that report are agreed the agreement to be entered into on 31st May 2012 would be in full and final settlement not only of all claims between SLL and Mr Audley and the council but also of the current claims and counterclaims between SLL and Mr Audley and the SCA.
- 3.1.3 SCA runs a thriving community centre which provides a wide range of activities with approximately 700 users per week. The community centre is a strong focal point for the local community and as well as a programme of regular activities, the centre is often used for functions and events. The library is open 3 days a week and is used by approximately 37,000 visitors per year. Saltdean Library is the second busiest community library in the city on a visits per hour basis.

3.2 Condition of Building and position of the Local Planning Authority

- 3.2.1 On 12th May 2010 the council served a notice as landlord under the lease regarding aspects of disrepair. The lessee served a counter notice which means that no further action can be taken by the council without resorting to court.
- 3.2.2 The Lido was upgraded to a grade II* listing in March 2011 and was put on the Buildings at Risk register on 19th October 2011. This register is used by English Heritage as part of its Heritage at Risk programme which was established "to identify historic assets that are at risk of being lost through neglect, decay or development or are vulnerable to becoming so".
- 3.2.3 The local planning authority appointed a surveyor to advise on the works that would be necessary for the proper preservation of the listed building. A first stage warning letter was sent to SLL on 12 January 2012 expressing concern over the condition of the building and advising SLL of the council's powers to serve a Repairs Notice under section 48 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and the powers to compulsory purchase the building lease under section 47 of that Act if such a Notice is not complied with. SLL was further advised that the use of these powers was being actively considered in this case. The Lido was inspected by a conservation officer

from the Heritage team together with the appointed surveyor and a schedule of works drawn up.

- 3.2.4 A 10-15 year maintenance plan was proposed by SLL to the local planning authority, with a view to removing it from the At Risk Register. However, the lessee made it clear that this programme of works could only be funded by way of an enabling development scheme on the land occupied by the Saltdean Tavern and adjoining car park. Both the local planning authority and English Heritage advised the lessee that they would only ever consider a very modest development of the site (see paragraph 3.2.10).
- 3.2.5 On 22 March 2012 the local planning authority issued a second warning letter and a schedule of works to be completed by the lessee. SLL's solicitor responded that his client did not consider the building to be at risk and that no substantial works are required for its proper preservation. The local planning authority is awaiting the outcome of the discussions by the council as landlord with the lessee prior to considering any further action.
- 3.2.6 If a Repairs Notice were to be served by the council as local planning authority, compulsory purchase proceedings may be commenced after a minimum of two months from the date of the Notice but a sufficient period of time would need to be allowed for the works to be carried out before proceeding with compulsory acquisition. Given the extent and scope of the works required in this case, and taking into account that much of the work would need to be undertaken in favourable weather conditions, a period of at least 6 months would be reasonable. However, this would need to be subject to continuous monitoring and review and if no progress were evident the local planning authority could commence compulsory purchase without further warning.
- 3.2.7 The Senior Planning Officer (Conservation) has held initial discussions with English Heritage on this matter. They have indicated that, in principle, they would support the local planning authority taking action under section 48 of the Act and that financial assistance (in the form of grant aid) may be available to the council towards acquisition, professional and legal costs. The amount of such grant aid would depend upon the regional funds available at the time of application.
- 3.2.8 It should be noted that the service of a notice under section 48 of the Act is an enforcement matter within the Planning Committee's remit. Any subsequent action under section 47 for compulsory purchase would require authorisation by the Policy and Resources Committee. A compulsory purchase order would require confirmation by the Secretary of State and if the lessee disputes this a public inquiry would have to be held. Compensation would be payable to SLL and see the Part II report in this respect.
- 3.2.9 If the lease is surrendered back to the council, the maintenance responsibilities currently vested in SLL would, of course, revert to the council.

3.2.10 As explained in the appendices, the lessee undertook various pre-application discussions but did not submit any planning applications in respect of the Lido complex. The council as the local planning authority has been very clear with the lessee on the limitations and difficulties of achieving anything other than modest development of the site. English Heritage have specifically commented that the Lido's low-lying form, distinctive silhouette and unusual intactness, are likely to make anything more than very modest development in any position on the site harmful to the Lido's setting. In planning terms any development on this site that reduces areas of open space or parking is likely to be resisted and any modest development would require complementary leisure and recreational uses. There are also restrictive covenants on the site.

4. NEXT STEPS

4.1 If the negotiated surrender is agreed, as there is not a transfer of a going concern, it will not be possible to immediately open the gym and pools part of the Lido. At the handover of keys, officers will begin an immediate assessment of the feasibility of opening the facility in the short-term and the requirements for a procurement process for the long-term operation of the facility.

5. COMMUNITY ENGAGEMENT AND CONSULTATION

5.1 Prior to the mediation referred to at paragraph 3.1.2 of this report various meetings took place with the lessee and with SCA, Saltdean Residents Association, Save Saltdean Lido Campaign ("SSLC") and local ward members to discuss a range of issues on Saltdean Lido.

5.2 SSLC has previously indicated an aspiration to operate the Lido complex. However, it has been inappropriate for the council to actively seek an alternative operator of the Lido complex or actively engage with the SSLC whilst the legal agreement with SLL exists. If the recommendations in the Part II report are agreed, recommendation 2.3 of this report recommends that interim management arrangements are put in place as soon as possible by officers in consultation with the chair of the Economic Development & Culture Committee.

5.3 Thereafter the council will need to consider if it wants to do a marketing exercise for a property transaction or if it would prefer to remain in substantive control of the property and have a detailed service specification to be fulfilled in-house or by an appointed leisure services contractor. It is likely that the Economic Development & Culture Committee will lead on the options appraisal, but given the property, legal and final implications, Policy & Resources Committee will need to approve the final way forward.

6. FINANCIAL & OTHER IMPLICATIONS

6.1 Financial Implications:

- 6.1.1 The financial implications arising from the recommendations are detailed in the Part II report.

Finance Officer Consulted: Michelle Herrington

Date: 29/05/12

6.2 Legal Implications:

- 6.2.1 As stated at above there are a number of issues which cannot be included in this public report as they remain confidential, due to legal privilege or commercially sensitivity.

- 6.2.2 The legal implications of this matter have been included in the main body of the report.

Lawyer Consulted: Bob Bruce, Principal Solicitor

Date: 29.05.12

6.3 Equalities Implications:

The council seeks to provide a range of opportunities for residents to participate in sport and community activities across the city.

6.4 Sustainability Implications:

The efficient operation and effective maintenance of the facility has implications for the long term sustainability of the Lido complex.

6.5 Crime & Disorder Implications:

There are no direct crime and disorder implications but the provision of sport and leisure opportunities can help to reduce anti-social behaviour.

6.6 Risk and Opportunity Management Implications:

As with any leased facility where the risk of operation has been transferred to the head lessee, there is a risk of non compliance with the terms of the lease.

6.7 Public Health Implications:

Opportunities to participate in sport and physical activity, community activities and access to a local library are all very important to the health and well being of the city's residents.

6.8 Corporate / Citywide Implications:

Saltdean Lido is an important recreation resource for the city.

7. BRIEF REVIEW OF OPTIONS

- 7.1 The length of the head lease is a key issue, in that a long lease gives greater security to the lessee and it is difficult for a landlord to be able to secure

forfeiture of a 125 year lease through court action. The position is further complicated by the provisions regarding contributions to be made by the SCA.

- 7.2 There are 3 options – (a) seek compliance with the lease, (b) seek a negotiated surrender of the whole lease or part of the lease and (c) seek to take back the lease through forfeiture or compulsory purchase. Further discussion on the complex implications of these options can take place in Part II, but for immediate purposes brief information on these options is set out below.
- 7.3 Officers have been pursuing option (a), as evidenced by service of the notice referred to in paragraph 3.2.1. SSLC have expressed serious concerns about when the site is open and some health and safety issues. The opening hours issue was addressed by a proposed monitoring regime and all health and safety issues raised have been properly addressed by the council.
- 7.4 Option (b) entails seeking agreement with the lessee on the timing and extent of any surrender. Fragmented management or ownership of the Lido should be avoided and it is not considered appropriate for the council to take back just the pools area or part of the complex. There is clearly scope to seek agreement with the lessee about surrender of the whole lease and the key aspect will be the terms including any compensation provisions.
- 7.5 Option (c) is the last resort. Forfeiture proceedings are notoriously expensive and protracted and the court encourages landlords and tenants to settle their differences by agreement. Compulsory purchase may be a route, but is a local planning authority consideration linked to whether or not Planning Committee agree the service of a section 48 Notice and then whether or not that Notice is complied with. Compulsory purchase would require confirmation by the Secretary of State and he/she would need to be satisfied that proper steps were not being taken to preserve the building. It is likely that a public inquiry would be held.

8. REASONS FOR REPORT RECOMMENDATIONS

- 8.1 Saltdean Lido is a leased facility and therefore the position of the head lessee and council as freehold owner need to be recognised.
- 8.2 Saltdean Lido is a Grade 2* listed building on the Buildings at Risk Register. Therefore, it is important that the building is maintained to the appropriate standard so that it is removed from the register and operated to its full potential for the benefit of the community.

SUPPORTING DOCUMENTATION

Appendices:

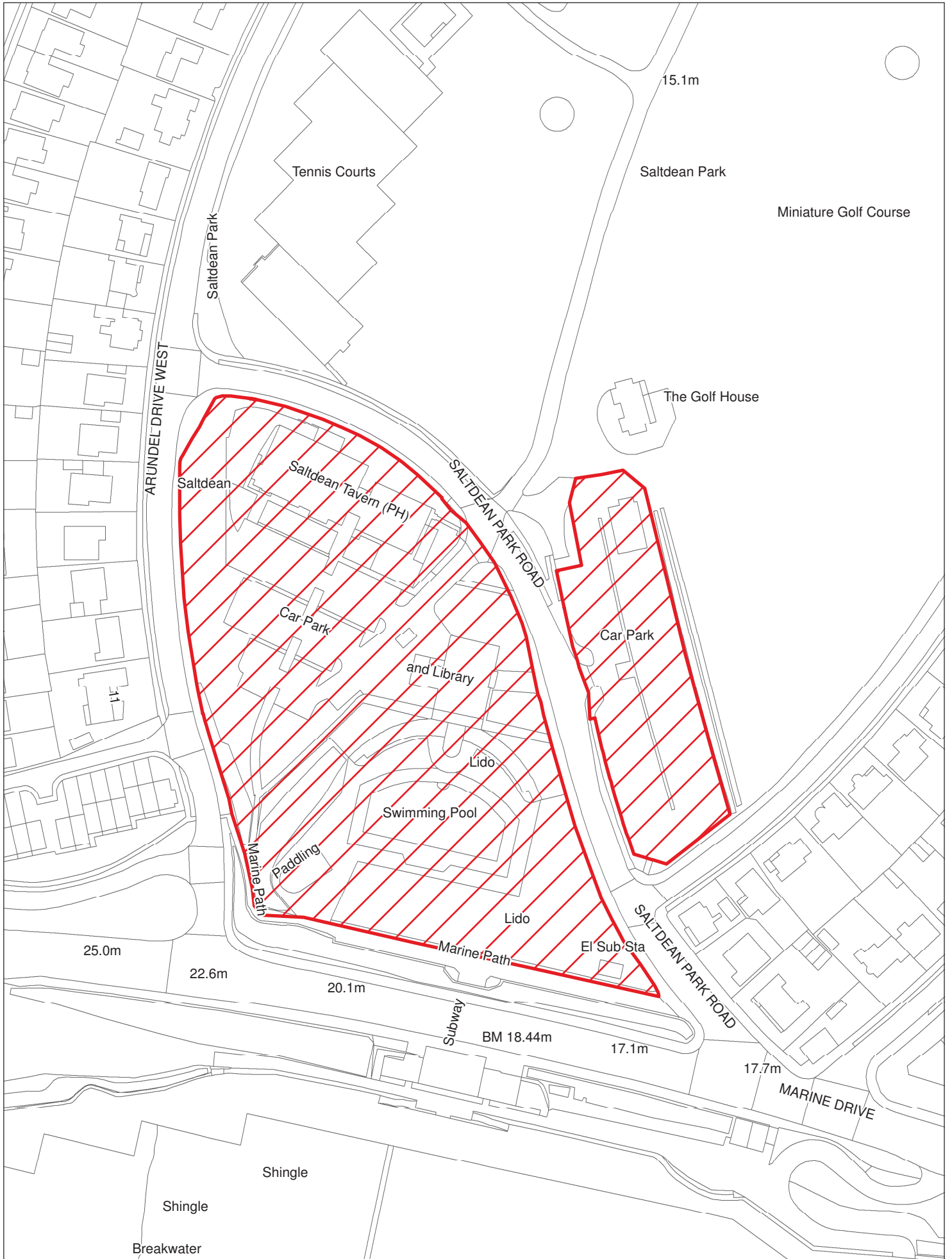
1. Site Plan
2. Report and minutes of the CRTCOMM 6th December 2011
3. Report and minutes of the Cabinet Member Meeting of 6th March 2012

Documents in Members' Rooms

None

Background Documents

None



CULTURE RECREATION & TOURISM CABINET MEMBER MEETING

Agenda Item 40

Brighton & Hove City Council

Subject:	Operation of Saltdean Lido		
Date of Meeting:	6th December 2011		
Report of:	Strategic Director - Communities		
Lead Cabinet Member:	Culture, Recreation & Tourism		
Contact Officer:	Name:	Ian Shurrock	Tel: 29-2084
	Email:	ian.shurrock@brighton-hove.gov.uk	
Key Decision:	Yes	Forward Plan No: 2	
Ward(s) affected:	All		

FOR GENERAL RELEASE

1. SUMMARY AND POLICY CONTEXT

- 1.1 The council is the freeholder of Saltdean Lido which is leased on a long lease to Power Fitness Ltd ("PFL") of 125 years, of which 111 years are remaining. PFL is the head lessee, with sub tenancies to Saltdean Community Association ("SCA") for the community centre and the council for the library. This report is being considered within the context of the council being the freehold owner of the Lido complex and therefore as the "superior landlord" of the property. The council also has statutory duties in respect of the property, from a planning perspective as the local planning authority and as the regulatory body for health and safety issues through Environmental Health.
- 1.2 Saltdean Lido is an important community facility with the community centre and library providing activities and services primarily to local residents. However, the Lido itself is the largest enclosed outdoor swimming facility for the city and therefore has a wider catchment area. In addition, health and fitness facilities are also provided within the Lido complex.
 - 1.2.1 At full Council on the 20th October 2011 a petition was presented and two Deputations received which, as indicated by items 33 and 35 on this agenda, led to the issues raised being referred to this Cabinet Member Meeting.
 - 1.2.2 A plan of the site is attached in appendix 1.

2. RECOMMENDATIONS

That the Cabinet Member for Culture, Recreation and Tourism:

- 2.1 notes the terms of the lease between the council as landlord and Power Fitness Limited ("PFL") as the head lessee which operates the Lido complex

and determines the action that can be taken by the council as landlord in respect of the facility;

- 2.2 notes that the council on 12th May 2010 served a notice under the lease requiring certain works to be carried out, that the lessee claims to have complied with that notice and that negotiations with the lessee in that regard are ongoing;
- 2.3 notes that the resolution of full Council at its meeting of 20th October 2011 includes reviewing the options available in relation to getting a resolution to the current impasse and the taking of early actions that would facilitate the repair and refurbishment of the Lido which do not prejudice the position of the Saltdean Community Association, who are tenants of PFL;
- 2.4 requests the local planning authority to consider whether or not action can be taken under sections 47 and 48 of the Planning (Listed Buildings and Conservation Areas) Act 1990;
- 2.5 approves the introduction of monitoring arrangements of the Lido pools during next season;
- 2.6.1 agrees that senior officers should continue to liaise with the local planning authority and seek a negotiated way forward with the lessee, including if satisfactory terms can be agreed, surrender of the head lease back to the council;
- 2.7 instructs officers to urgently seek a valuation of the Lido for surrender or compulsory purchase purposes; and
- 2.8 agrees that a further progress report should be brought to the next Culture Recreation & Tourism Cabinet Member Meeting unless a report can be taken sooner to Cabinet.

3. RELEVANT BACKGROUND INFORMATION/CHRONOLOGY OF KEY EVENTS

3.1 History & Lease Arrangements

- 3.1.1 The freehold of the Lido complex was purchased by Brighton Borough Council on 1st March 1962 from the receiver of the Saltdean Estate Company Limited, The purchase was subject to certain covenants including restrictions on the sale of alcohol. On 16th February 1976 the council granted a 28 year lease of part of the complex to the Trustees of the Saltdean Community Association ("SCA"), which required the building of a ground floor extension which was completed in 1980. At this time the Lido was occupied by (a) the Borough Council for the purpose of running the pool, (b) East Sussex County Council re: the library and (3) SCA who then as now ran the community centre. Saltdean Lido was listed as a grade II listed building on 13th July 1987. Upon

local government reorganisation in 1997 the ownership of Saltdean Library transferred from the County Council to the city council.

- 3.1.2 When managed by the council the pools made a loss and various proposals were raised but rejected in the 1980s, including privatisation and covering the pools to make it available for year round use. In April 1993 the running of the pools was licensed for one year to a local businessman. He lost over £20,000 and initially did not wish to continue without financial contribution from the council. However he persevered and broke even in 1994. After that arrangement came to an end, the council instructed external surveyors to market the property on a long lease. As a result of consultation by the council, the marketing stressed the listed building aspects and referred to the ongoing requirement for community facilities and local demand for a family pub/restaurant, which would entail release of the no alcohol restriction referred to in paragraph 3.1.1.
- 3.1.3 Over 120 expressions of interest were received, none of which were from community based groups, although a local group of residents, Saltdean Preservation Trust, did express an interest in the site after the preferred bidder had already been appointed. The chosen bid led to the setting up of Marlborough Leisure Limited (MLL), who were granted the head lease for the Lido complex on 1st December 1997 for a premium of £275,000, to be used to refurbish the Lido complex. MLL secured a release of the alcohol restriction by payment of an additional sum of money to the company with the benefit of the covenants, Chaucer Estates Limited. The lease premium was paid by Allied Domecq Leisure in return for a 125 year underlease from MLL of the public house to be built on land within the site adjacent to the Lido. The ground rent payable under the pub underlease to the lessee is £1000 p.a.
- 3.1.4 The library is leased back to the council for 125 years. No rent is payable but the council are liable under the lease to contribute to the repairs and maintenance to be carried out by the head lessee. It was originally proposed that MLL would grant a new underlease to SCA of the community centre. However as terms could not be agreed between MLL and SCA, primarily due to proposed service charge contributions, the headlease was granted subject to and with the benefit of the existing lease to SCA referred to in paragraph 3.1.1. SCA, the Council and the headlessee have over a period of time sought to agree the appropriate level of contributions payable by SCA to the headlessee and the Council's legal view is that the documentation provides for a 55% contribution.
- 3.1.5 On 15th August 2008 the head lessee served notice on SCA to terminate their underlease and replace it with a new lease. SCA made counter proposals and pending the outcome of either court proceedings or mediation the legal position is such that the terms of the original lease referred to in paragraph 3.1.1 remain in force, i.e. SCA are "holding over".
- 3.1.6 In August 1999 MLL changed its name to Saltdean Lido (Brighton) Limited and on 30th September 2004 the lease was transferred to Mr Dennis Audley.

The lease was subsequently transferred by Mr Audley to PFL on 7th July 2011, for whom Mr Audley is a director.

- 3.1.7 The lessee is required to open the Lido complex throughout the year and the pools during normal (unspecified) hours between 31st May and 1st September (subject to the exceptions set out at paragraph 3.3.2). The head lease is full repairing, although contributions are recoverable from SCA and the council as sub tenants. PFL is liable to pay all utility bills, subject to service charge recovery from the council (in respect of the library) and SCA (in respect of their part of the building). The actual running of the premises and its associated health and safety and environment issues are under the direct control of PFL.
- 3.1.8 SCA runs a thriving community centre which provides a wide range of activities with approximately 700 users per week. The community centre is a strong focal point for the local community and as well as a programme of regular activities, the centre is often used for functions and events. The library is open 3 days a week and is used by approximately 37,000 visitors per year. Saltdean Library is the second busiest community library in the city on a visits per hour basis.
- 3.1.9 There are a number of issues which cannot be included in this public report as they should remain confidential, due to legal privilege or they are commercially sensitive financial or business affairs. As these issues are under constant review a verbal update can be provided to members within a closed part II session, if required.

3.2 Condition of Building

- 3.2.1 On 12th May 2010 the council served a notice under the lease regarding aspects of disrepair. The lessee served a counter notice which means that no further action can be taken by the council without resorting to court. A Scott Schedule of the repairs required has been completed by a surveyor appointed by the lessee and this is being reviewed by a council appointed surveyor. This will identify those areas of repair that have been completed satisfactorily, those for which further work is agreed, and any that may be in dispute.
- 3.2.2 The building was put on the Building at Risk register on 19th October 2011. This register is used by English Heritage as part of its Heritage at Risk programme which was established "to identify historic assets that are at risk of being lost through neglect, decay or development or are vulnerable to becoming so". The local planning authority's position on the condition of the building is indicated in 4 below.

3.3 Opening of Lido

- 3.3.1 Concern has been expressed by the Save Saltdean Lido Campaign ("SSLC") that the Lido pools are not available for swimming at times when the weather is suitable. There is provision in the lease for the Lido pools to be open as per paragraph 3.1.7 above.

3.3.2 There are exceptions to the requirement to open the pools that include “routine cleaning, maintenance, inclement weather, force majeure, or other reasons outside of the reasonable control of the lessee”. The head lessee has responded to the concerns by indicating the pools have been closed on occasion due to inclement weather.

3.3.3 Inclement weather is clearly not a precise term. However, given that a key aspect of the lease is the opening of the pools for swimming and in response to the concerns raised, it is proposed to implement a monitoring regime for the next summer season.

3.4 Possible Development of the Site

3.4.1 Although there have been pre-application discussions the lessee has not submitted any planning applications in respect of the Lido complex. However, the head lessee did hold a public exhibition of proposals last year and that acted as a catalyst for the formation of SSLC. The council as landlord would have to approve any development of the site. In addition, development would require planning permission and listed building consent and the council as the local planning authority has been very clear with the lessee on the limitations and difficulties of achieving anything other than modest development of the site. English Heritage have specifically commented that the Lido’s low-lying form, distinctive silhouette and unusual intactness, are likely to make anything more than very modest development in any position on the site harmful to the Lido’s setting. In planning terms (a) no convincing evidence has been submitted that a large scale development is necessary, (b) any development on this site that reduces areas of open space or parking is likely to be resisted and (c) any modest development should introduce complementary leisure and recreational uses to the site.

3.5 Different Operator of the Site

3.5.1 SSLC has indicated an aspiration to operate the Lido complex. However, as the council has a legal agreement with the head lessee, it would be inappropriate for the council to actively seek an alternative operator of the Lido complex while such a legal agreement exists. See section 7 as to the options available to the council.

4. THE LOCAL PLANNING AUTHORITY’S POSITION

4.1 The Lido was upgraded to Grade II* listing in March 2011 and in October 2011 English Heritage, as part of their annual update, added the building to their register of Buildings at Risk (BAR) at priority category C (on a scale of A to F where A is the worst). Buildings in category C are considered to show “slow decay; no solution agreed”. BAR is used by English Heritage to identify England’s historic assets that are at a risk of loss through neglect, decay or development or are vulnerable to becoming so. The council is due to update its own register of Buildings at Risk at the Planning, Employment, Economy &

Regeneration Cabinet Member Meeting of 22nd December and it is proposed that Saltdean Lido will be included. The inclusion of the Lido on the English Heritage register does not confer any additional powers on the council.

- 4.2 The council has the power under section 48 of the Planning (Listed Buildings and Conservation Areas) Act 1990 (“the Act”) to serve a Repairs Notice on the owner of the building, as a preliminary to compulsory acquisition under section 47 of the Act. The minimum period allowed by the legislation between service of a Repairs Notice and commencement of compulsory acquisition is two months. Good practice advice on the service of Repairs Notices, as set out in the English Heritage publication ‘Stopping the Rot’, recommends that the local planning authority (LPA) send a written warning and a draft schedule of repairs to the owner before commencing statutory proceedings.
- 4.3 A Repairs Notice under section 48 of the Act must be confined to those works which are “reasonably necessary for the proper preservation of the building”. The term ‘proper preservation’ implies positive action to put and keep the building in good repair in a way which fully respects its special architectural or historic interest and to prevent it being exposed to harm. Guidance in Stopping the Rot states that “a Repairs Notice should be considered when a building is neglected and the need for permanent repair accumulates to the point where there is potential for serious harm”.
- 4.4 The Lido has recently been inspected by the council’s Heritage team on behalf of the LPA. As a result of that inspection it is considered that the condition of the Lido does meet these criteria. Although some works were carried out to the building in the Spring of 2011 and further works are in progress (in response the schedule of works served by the council as freeholder), it is considered that the works carried out are no more than cosmetic in nature, are not of a quality consistent with a the listed status of the building and have not addressed the underlying issues of disrepair. At best they may very temporarily arrest the building’s physical decline. They cannot be considered a permanent repair.
- 4.5 A Repairs Notice in respect of the Lido could be based upon the schedule of works already prepared by the council as freeholder but would be need to be amended to ensure that only works ‘for the proper preservation of the building’ were included. If a Repairs Notice were to be served a sufficient period of time would need to be allowed for the works to be carried out before proceeding with compulsory acquisition. Given the extent and scope of the works required in this case, and taking into account that much of the work will need to be undertaken in favourable weather conditions, a period of between 9 and 12 months would be reasonable (subject to review if no progress were to be evident).
- 4.6 The Senior Planning Officer (Conservation) has held initial discussions with English Heritage on this matter. They have indicated that, in principle, they would support the local planning authority taking action under section 48 of the Act and that financial assistance (in the form of grant aid) may be available to the council towards acquisition, professional and legal costs. The

amount of such grant aid would depend upon the regional funds available at the time of application.

- 4.7 It should be noted that the service of a notice under section 48 of the Act is not an executive function but rather an enforcement matter within the Planning Committee's remit.

5. COMMUNITY ENGAGEMENT AND CONSULTATION

- 5.1 Various meetings have taken place with the lessee and with SCA, Saltdean Residents Association, Save Saltdean Lido Campaign and local ward members to discuss a range of issues on Saltdean Lido. However, much of the detail of the matters discussed has not been set out in this Part I report so as to not compromise the various parties relationships with each other.

6. FINANCIAL & OTHER IMPLICATIONS

6.1 Financial Implications:

The financial implications arising from the recommendations of this report regarding officer time will be met from existing resources. However, there may be financial implications arising from subsequent proposals or actions that will need to be identified and reported back in due course.

Finance Officer Consulted: Michelle Herrington

Date: 24/11/11

6.2 Legal Implications:

- 6.2.1 As stated at paragraph 3.1.9 of this report there are a number of issues which cannot be included in this public report as they remain confidential, due to legal privilege or commercially sensitivity. If necessary confidential legal issues can be discussed in Part II of the meeting or be set out in a future Part II report once matters have moved on.

- 6.2.2 There is no quick or easy fix to a complex legal situation. The legal implications of this matter have been included in the main body of the report, particularly sections 3 and 7 and the explanation at paragraph 4.7 that service of a notice under section 48 of the Act is not a direct matter for this meeting and hence the wording at paragraphs 2.4 and 2.6.

Lawyer Consulted: Bob Bruce, Principal Solicitor

Date: 23/11/11

6.3 Equalities Implications:

The council seeks to provide a range of opportunities for residents to participate in sport and community activities across the city.

6.4 Sustainability Implications:

The efficient operation and effective maintenance of the facility has implications for the long term sustainability of the Lido complex.

6.5 Crime & Disorder Implications:

There are no direct crime and disorder implications but the provision of sport and leisure opportunities can help to reduce anti-social behaviour.

6.6 Risk and Opportunity Management Implications:

As with any leased facility where the risk of operation has been transferred to the head lessee, there is a risk of non compliance with the terms of the lease.

6.7 Public Health Implications:

Opportunities to participate in sport and physical activity, community activities and access to a local library are all very important to the health and well being of the city's residents.

6.8 Corporate / Citywide Implications:

Saltdean Lido is an important recreation resource for the city.

7. BRIEF EVALUATION OF OPTIONS

7.1 The overriding requirement of the council is to seek a vibrant, accessible, high quality facility that befits the status of the Lido as a key asset of both the local and wider city community.

7.2 The length of the head lease is a key issue, in that a long lease gives greater security to the lessee and it is difficult for a landlord to be able to secure forfeiture of a 125 year lease through court action. The position is further complicated by the provisions regarding contributions to be made by the SCA.

7.3 There are 3 options – (a) seek compliance with the lease, (b) seek a negotiated surrender of the whole lease or part of the lease and (c) seek to take back the lease through forfeiture or compulsory purchase. If necessary further discussion on the complex implications of these options can take place in Part II, but for immediate purposes brief information on these options is set out below.

7.4 Officers have been pursuing option (a), as evidenced by service of the notice referred to in paragraphs 2.2 and 3.2. SSLC have expressed serious concerns about when the site is open and some health and safety issues. The opening hours issue is addressed in section 3.3 of this report and all health and safety issues raised have been properly addressed by the council.

- 7.5 Option (b) entails seeking agreement with the lessee on the timing and extent of any surrender. Fragmented management or ownership of the Lido should be avoided and it is not considered appropriate for the council to take back just the pools area or part of the complex. There is clearly scope to seek agreement with the lessee about surrender of the whole lease and the key aspect will be the terms including any compensation provisions. The valuation referred to in paragraph 2.7 will be key to the full evaluation of this option.
- 7.6 Option (c) is the last resort. Forfeiture proceedings are notoriously expensive and protracted and the court encourages landlords and tenants to settle their differences by agreement. Compulsory purchase may be a route, but is a local planning authority consideration linked to whether or not Planning Committee agree the service of a section 48 Notice and then whether or not that Notice is complied with.

8. REASONS FOR REPORT RECOMMENDATIONS

- 8.1 Saltdean Lido is a leased facility and therefore the responsibilities of the head lessee and council as freehold owner need to be recognised.
- 8.2 Saltdean Lido is a Grade 2* listed building on the Buildings at Risk Register. Therefore, it is important that the building is maintained to the appropriate standard so that it is removed from the register.
- 8.3 A key provision within the lease is the opening of the lido pool during the summer season. Therefore, it is important that the council is clear that compliance with the terms of the lease on this issue is being met.

SUPPORTING DOCUMENTATION

Appendices:

1. Site Plan

Documents in Members' Rooms

1. None

Background Documents

1. None

BRIGHTON & HOVE CITY COUNCIL
CULTURE, RECREATION & TOURISM CABINET MEMBER MEETING

4.00pm 6 DECEMBER 2011

COUNCIL CHAMBER, HOVE TOWN HALL

Present: Councillor Bowden (Cabinet Member)

Also in attendance: Councillor: Brown, Spokesperson, Conservative Party and Councillor Fitch, Opposition Spokesperson, Brighton Labour and Co-operative Party

Minute Extract

40. OPERATION OF SALTEAN LIDO

40.1 The Cabinet Member considered a report of the Strategic Director, Communities detailing issues in relation to the operation of Saltdean Lido. At full Council on 20 October 2011 a petition had been presented and two deputations received which had been received at items 33 and 36 on that days agenda and had led to the issues raised being referred to the Cabinet Member Meeting. The Cabinet Member stated that he had agreed to permit individuals representing interested parties to speak for a period not exceeding three minutes in order to give their perspective. He understood that the issues were complex and were potentially emotive. However, he urged all parties to treat each other with respect.

40.2 Before proceeding to consideration of the report each of the following spoke in respect of Saltdean Lido. It was noted that the lessee Mr Audley, on behalf of the lessee company, had been invited to attend that day's meeting but had been unable to attend and had circulated a note which had been circulated in his absence and would be appended to the approved minutes.

Councillor David Smith

40.3 Councillor Smith spoke in his capacity as a Local Ward Councillor also on behalf of his ward colleague Councillor Mears. He was aware of the on-going discussions which had taken place since 2002. During that time notwithstanding that the Council had made it clear that the site should be retained for sporting and community use the lessee had repeatedly failed to maintain the building to and to honour the terms of the lease. This matter

needed to be progressed as a matter of urgency .If negotiations could not be successfully concluded with the lessee he urged that action should be taken by the Planning Committee under the Planning (Listed Buildings and Conservation Areas) Act 1990.

Ms Rebecca Crook, “Save Saltdean Lido”

- 40.4 Ms Crook spoke on behalf of “Save Saltdean Lido Campaign”, She explained that this unique listed building of its period, was now on the English Heritage “Buildings at Risk” Register. A meeting had been held the previous Sunday attended by 250 people all of whom had expressed support for urgent measures to protect and preserve the designated use of the building. The level of affection and support for the building was evidenced by the fact that the recent petition to the Council had contained the largest number of signatures ever. There was a tremendous sense of frustration that the Council had been unable to progress the matter more rapidly and there was now a tremendous sense of urgency to progress improvements and to ensure that the Lido was open for the requisite number of days each year.
- 40.5 The “Save Saltdean Lido” team had devised a robust and viable business plan for operation of the Lido and would be happy to enter into detailed discussions with the Council to that end. Mr Audley, on behalf of the lessee was not present that day and to them that spoke volumes. There was a need for urgent action and it was disappointing that a further delay was likely if a further report would not be brought before the cabinet member until the next scheduled cabinet member meeting in March 2012.

Mr L O’Connor, Saltdean Resident’s Association

- 40.6 Spoke on behalf of members of Saltdean Residents Association. The Head Lessee had repeatedly flouted their obligations in terms of maintenance of this facility for a long time and urgent action was required. The various options to the Council were noted and in the event that all else failed their preference would be for the building to be compulsorily purchased.

Mrs L Lee, Saltdean Community Association

- 40.7 Mrs Lee spoke on behalf of the Saltdean Community Association. Whilst in agreement that the matter needed to be progressed she was also aware of the legal processes which needed to be observed. Regular weekly events took place at the Lido with use for other occasional events as well. The SCA had limited financial means at their disposal but had nonetheless been instrumental in helping to keep the Lido in use. Feelings were running very high and the views put by representatives of “Save Saltdean Lido” were not the only ones which needed to be considered. Some members of the Community Association had been subjected to considerable personal unpleasantness and this was regrettable as all local groups and those representing the wider community had a common interest and goal.

- 40.8 The Saltdean Community Association wished to facilitate and support an early and appropriate resolution of the current problems.

Discussion and Debate

- 40.9 The Cabinet Member noted all that had been said, also noting that the building and the resource which it provided was treasured by many and considered it important that the local community groups worked together rather than in competition with one another.
- 40.10 The Head of Planning Strategy explained the context of the buildings inclusion on the “Buildings at Risk” register and the time frame for any action being taken under planning legislation. It was important that the building was maintained to the appropriate standard so that it could then be removed from the register. However, whilst compulsory purchase might be a route it was a local planning authority consideration linked to whether or not the Planning Committee agreed to the service of a Section 48 Notice and then whether or not the Notice was complied with. This was a relatively lengthy process in view of the timeframes for compliance which were built into it.
- 40.11 The Principal Solicitor clarified that the length of the head lease was a key issue in that a long lease gave greater security to the head lessee and it was difficult for a landlord to secure forfeiture of a 125 year lease through court action. The position was further complicated by the provisions regarding contributions to be made by the Saltdean Community Association. The 3 options available to the Council were (a) to seek compliance with the lease, (b) to seek a negotiated surrender of the whole lease or part of the lease and (c) to seek to take back the lease through forfeiture or compulsory purchase. Option C represented the last resort as forfeiture proceedings were expensive and protracted and the court encouraged landlords and tenants to settle their differences by agreement. There was no quick or easy fix to this complex legal situation.
- 40.12 Councillor Fitch expressed concern at the potential further delay which might occur if a report was not put to Planning Committee at the earliest possible time seeking their agreement to service of a notice under section 48 of the Planning Act. Councillor Fitch requested the Cabinet Member to consider authorising such action at that day’s meeting. The Cabinet Member stated however that he was mindful of the advice given by officers, both in the report before him and also orally at the meeting. Considerable action had already been taken by the Council and it was important to take the appropriate action in a structured and methodical way. The Council was anxious for progress to be achieved, however it needed to be recognised that this would not be a rapid process. There would be no undue delay as a further report would be submitted to the next scheduled Cabinet Member Meeting on 6 March 2012 . He was therefore minded to agree the recommendations as set out in the report.

- 40.13 **RESOLVED** –

Appendix 2.1

- (1) That the Cabinet Member for Culture, Recreation and Tourism notes the terms of the lease between the council as landlord and Power Fitness Limited (“PFL”) as the head lessee which operates the Lido complex and determines the action that can be taken by the council as landlord in respect of the facility;
- (2) notes that the council on 12th May 2010 served a notice under the lease requiring certain works to be carried out, that the lessee claims to have complied with that notice and that negotiations with the lessee in that regard are ongoing;
- (3) notes that the resolution of full Council at its meeting of 20th October 2011 includes reviewing the options available in relation to getting a resolution to the current impasse and the taking of early actions that would facilitate the repair and refurbishment of the Lido which do not prejudice the position of the Saltdean Community Association, who are tenants of PFL;
- (4) requests the local planning authority to consider whether or not action can be taken under sections 47 and 48 of the Planning (Listed Buildings and Conservation Areas) Act 1990;
- (5) approves the introduction of monitoring arrangements of the Lido pools during next season;
- (6) agrees that senior officers should continue to liaise with the local planning authority and seek a negotiated way forward with the lessee, including if satisfactory terms can be agreed, surrender of the head lease back to the council;
- (7) instructs officers to urgently seek a valuation of the Lido for surrender or compulsory purchase purposes; and
- (8) agrees that a further progress report should be brought to the next Culture Recreation & Tourism Cabinet Member Meeting unless a report can be taken sooner to Cabinet.

CULTURE, RECREATION & TOURISM CABINET MEMBER MEETING

Agenda Item 73

Brighton & Hove City Council

Subject:	Operation of Saltdean Lido		
Date of Meeting:	6th March 2012		
Report of:	Strategic Director - Communities		
Lead Cabinet Member:	Culture, Recreation & Tourism		
Contact Officer:	Name:	Ian Shurrock	Tel: 29-2084
	Email:	ian.shurrock@brighton-hove.gov.uk	
Key Decision:	No		
Ward(s) affected:	Rottingdean Coastal		

FOR GENERAL RELEASE/ EXEMPTIONS

1. SUMMARY AND POLICY CONTEXT:

- 1.1 This report is an update on the progress made on the recommendations approved at the Cabinet Member Meeting on 6th December 2011 on the operation of Saltdean Lido.
- 1.2 Saltdean Lido is an important community facility including a library and community centre as well as the Lido outdoor swimming pool and health & fitness facilities.

2. RECOMMENDATIONS:

That the Cabinet Member for Culture, Recreation and Tourism:

- 2.1 Notes that the head lessee has agreed to have without prejudice negotiations regarding the possible surrender of the lease.
- 2.2 Notes that an external Valuer has produced a valuation of the Lido for surrender and/or compulsory purchase purposes.
- 2.3 Notes that liaison with Saltdean Community Association (SCA) has been on-going, as, in accordance with the Full Council resolution, actions undertaken by the council are with a view to not prejudicing the position of the SCA.
- 2.4 Notes that the local planning authority is considering the position under sections 47 and 48 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as referred to in section 4 of this report.

3. RELEVANT BACKGROUND INFORMATION/CHRONOLOGY OF KEY EVENTS:

3.1 History & Lease Arrangements

3.1.1 The history and lease arrangements were outlined in detail in the report to the 6th December Cabinet Member Meeting and will therefore not be repeated in this report. However, due to the complex arrangements in relation to the Lido, it is important that this report is not considered in isolation, as it is an update on progress since the December report.

3.2 Condition of Building

3.2.1 On 12th May 2010 the council served a notice under the lease regarding aspects of repair. The lessee has previously purported to have complied with that notice and the company's lawyers have claimed that the lessee does not need to deal with the issue of repairs referred to in the notice any further - on the grounds that the notice is defective. This is not the council's view, but in any event the issue of the condition of the building is now being considered by the local planning authority whose update appears in section 4 of this report.

3.3 Negotiated surrender of the lease

3.3.1 The lessee has agreed to the request to commence negotiations to see if surrender of the lease is possible. Fragmented management or ownership of the Lido should be avoided and it is not considered appropriate for the council to take back just the pools area or part of the complex. There is scope to seek agreement with the lessee about surrender of the whole lease, but the key aspect will be the terms including any compensation provisions.

4. THE LOCAL PLANNING AUTHORITY'S POSITION

4.1 The local planning authority has appointed a surveyor to advise on the works that would be necessary for the proper preservation of the listed building. A first stage warning letter has been sent to the head lessee expressing concern over the condition of the building and advising him of the council's powers to serve a Repairs Notice under section 48 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and the powers to compulsory purchase the building lease under section 47 of that Act if such a Notice is not complied with. The head lessee was further advised that the use of these powers is being actively considered in this case. The Lido has been inspected by a conservation officer from the Heritage team together with the appointed surveyor and a schedule of works is being drawn up.

4.2 In the meantime a maintenance plan has been proposed by the lessee to the local planning authority, with a view to removing it from the At Risk Register. Subject to the local planning authority's view on the information provided, the

detailed schedule of works will be sent to the head lessee with a second stage warning letter. A verbal update will be provided at the meeting.

5. COMMUNITY ENGAGEMENT AND CONSULTATION

- 5.1 Meetings have been held with local ward councillors, Saltdean Community Association, Save Saltdean Lido Campaign and the lessee.

6. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 6.1 The financial implications arising from any future proposals or actions will need to be identified and reported to the appropriate council meeting in due course.

Finance Officer Consulted: Michelle Herrington

Date: 21/02/12

Legal Implications:

- 6.2 A full valuation report was received on 27th February. That report will be shared with the head lessee and will be a key part of the negotiations to see if surrender of the leases can be agreed. An oral update will be given at the meeting, which may involve going into Part II confidential session. Given the public interest, a version of the report will be put on the council's website for information.

Lawyer Consulted: Bob Bruce

Date: 27/02/12

Equalities Implications:

- 6.3 The council seeks to provide a range of opportunities for residents to participate in sport and community activities across the city.

Sustainability Implications:

- 6.4 The efficient operation and effective maintenance of the facilities has implications for the long term sustainability of the Lido complex.

Crime & Disorder Implications:

- 6.5 There are no direct crime and disorder implications but the provision of sport and leisure opportunities can help to reduce anti-social behaviour.

Risk and Opportunity Management Implications:

- 6.6 As with any leased facility where the risk of operation has been transferred to the head lessee, there is a risk of non compliance with the terms of the lease.

Public Health Implications:

6.7 Opportunities to participate in sport and physical activity, community activities and access to a local library are all very important to the health and well-being of the city's residents.

6.8 Corporate / Citywide Implications:

Saltdean Lido is an important recreation resource for the city.

7. EVALUATION OF ANY ALTERNATIVE OPTION(S):

7.1 As indicated in the December 2011 report, there are 3 options – (a) seek compliance with the lease, (b) seek a negotiated surrender of the whole lease or part of the lease and (c) seek to take back the lease through forfeiture or compulsory purchase.

7.2 Option (b) is now being pursued with the lessee as per 3.3 but greater focus may return to Option (a) if a negotiated surrender cannot be achieved. Option (c) still remains as the last resort.

8. REASONS FOR REPORT RECOMMENDATIONS

8.1 The issues in relation to the operation of Saltdean Lido are complex and there is not a simple and easy resolution to the matter. Therefore, this report is an update on the progress on a range of actions agreed in December 2011 which are on-going.

SUPPORTING DOCUMENTATION

Appendices:

1. None

Documents in Members' Rooms

1. None

Background Documents

1. Report to the Cabinet Member Meeting on 6th December 2011.

BRIGHTON & HOVE CITY COUNCIL
CULTURE, RECREATION & TOURISM CABINET MEMBER MEETING

4.00pm 6 MARCH 2012

COUNCIL CHAMBER, HOVE TOWN HALL

Present: Councillor Bowden (Cabinet Member)

Also in attendance: Councillors Brown and Fitch

Minute Extract

73. OPERATION OF SALTDEAN LIDO

- 73.1 The Cabinet Member considered a report of the Strategic Director, Communities providing an update on the progress made on the recommendations approved at the Cabinet Member meeting on 6 December 2011 on the operation of Saltdean Lido.
- 73.2 The Head of Planning Strategy explained that the first stage warning letter had been sent and notwithstanding a delay inspection of the premises had taken place. The surveyor's report was currently awaited. It was not appropriate to take further action pending its receipt. However the Local Planning Authority would then seek to progress the matter further.
- 73.3 Councillor Fitch expressed his disappointment that this matter had not progressed more swiftly, it appeared that the matter had been hanging fire for sometime. The Cabinet Member stated that whilst he shared that sense of frustration it was important that the council proceeded within the law, certain processes had to be observed and the interests of all council tax payers had to be protected. Clear advice had been given that if the local authority sought to compulsorily purchase the site without observing due process, such action as well as having significant cost implications was likely to fail.
- 73.4 Mr Bruce, Principal Solicitor and Legal Adviser to the Cabinet Member Meeting gave an update on the current position. He explained that details from the appointed Valuer's Executive Summary were due to be placed on the council website imminently, which referred to a nil valuation for the surrender of the lease, on the basis that there was no "hope value" for the lease. It was known however that the lessee maintained that there was "hope value", on the basis that there was potential development on the site. Meetings had

taken place with Officers of the Planning Department on several occasions and the lessee had been advised that such an expectation was unrealistic.

- 73.5 The Principal Solicitor went on to explain that arrangements had been made by the lessee for a representative from English Heritage to visit the site later that month. This was important because if, as envisaged English Heritage's independent assessment of the development position accorded with the council's it would bolster its stance in relation to surrender of the lease and a robust approach. A Compulsory Purchase Order remained a matter for the Planning Authority using local planning powers. The current functional divide between executive and non-executive decisions would be removed by the impending change to a Committee based decision making process although there would still need to be "chinese walls" between the council's roles as local planning authority and as landlord. Proceeding in the current manner (seeking to negotiate a surrender against the backcloth of potential action under planning legislation) represented the swiftest and most appropriate way forward.
- 73.6 Councillor Brown welcomed the report and the approach being taken especially in relation to health and safety issues, it was encouraging to note that after a number of years progress was being made. Councillor Brown expressed the hope that a robust approach would result in the matter being able to be resolved.
- 73.7 **RESOLVED** - That the Cabinet Member for Culture, Recreation and Tourism:
- (1) Notes that the head lessee has agreed to have without prejudice negotiations regarding the possible surrender of the lease;
 - (2) Notes that an external valuer has produced a valuation of the Lido for surrender and/or compulsory purchase purposes;
 - (3) Notes that liaison with Saltdean Community Association (SCA) has been on-going, as, in accordance with the Full Council resolution, actions, actions undertaken by the council are with a view to not prejudicing the position of the SCA; and
 - (4) Notes that the local planning authority is considering the position under sections 47 and 48 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as referred to in section 4 of the report.

Document is Restricted

