



APPENDIX A

Meeting:	Cabinet	Date:	11th September 2013
Subject:	Llanthony Secunda Priory Trust		
Report Of:	Cabinet Member for Regeneration & Culture		
Wards Affected:	Westgate		
Key Decision:	No	Budget/Policy Framework:	No
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Appendices:	Extract from LSPT correspondence		

FOR GENERAL RELEASE

1.0 Purpose of Report

- 1.1 A brief overview of current situation and implications of agreeing to Llanthony Secunda Priory Trust's (LSPT) requests, as set out in their letter dated 22.04.2013.

2.0 Recommendations

- 2.1 Cabinet is asked to **RESOLVE** that the restrictive covenants be removed in accordance with the request from LSPT.
- 2.2 Cabinet is asked to request Planning Committee to vary the S106 agreement relating to the property.

Both the above are subject to agreeing a provision for continuing public access to the property.

3.0 Background and Key Issues

- 3.1 The subject property is owned by Llanthony Secunda Priory Trust. The trust took a transfer of the property from Gloucester City Council in 2007. The transfer included a number of covenants for the benefit of the City.
- 3.2 Covenants included the right for the City Council to use the property for events (as defined within the agreement between British Waterways, the College and the City Council dated 13th Oct 2004) for a minimum of 12 days and a maximum of 20 days per annum.

- 3.3 The tripartite agreement, dated 13th October 2004, sets out the Section 106 Agreement as agreed and documented.
- 3.4 For 21 years, from date of the transfer, the Council retain a right to buy back the property for £1 if the Trust or successors in title fail to meet certain obligations; if the Trust become insolvent, do not upkeep the property to an agreed standard, or if the Trust dismiss and do not replace Council representatives from the board.
- 3.5 The Trust has a desire to develop and restore the medieval range in order to let this part of the property and generate income. We are informed that the revenue will cross fund the continued maintenance of the site. Gloscol have been identified as the potential tenant. The Trust also has plans to develop the stable block. We are informed that the project is supported by English Heritage.
- 3.6 In order to develop the property the Trust would require significant funding. They have identified Heritage Lottery Fund as the only real source capable of delivering the scale of funding required. A grant application has been submitted to HLF in April 2013.
- 3.7 LPST has requested that the Council discharge the obligations as set out in the original Section 106 Agreement. LPST have also requested that the restrictions on title contained in the transfer document are deleted. The Trust have set out the reasons for these requests in a letter dated 22.04.2013. An extract from this correspondence is attached as Appendix 1.
- 3.8 The aims of the Trust, as stated in their Articles of Association are as follows:
1. To preserve for the benefit of the people of Gloucestershire and of the nation the historical, architectural and constructional heritage that may exist in and around Gloucestershire in buildings (including any structure or erection and any part of a building) of particular beauty or historical architectural or constructional interest.
 2. In particular to manage, restore and preserve for the benefit of the public Llanthony Secunda Priory in the City of Gloucester.
 3. To promote the use of Llanthony Secunda Priory for educational, cultural and recreational purposes including skills training.
- 3.9 The Trust have held a number of events at the property that have been open to the public, these include: Stone Festival, Base for historic re-enactors, Giffords Circus, Public cinema screenings, outdoor theatre and various uses by neighbouring occupier Gloscol which will be further developed going forward.

4.0 Implications of agreeing to request

4.1 Removing restrictive covenants

- 4.1.1 The use is currently restricted to; "preservation of a historical building and site including cultural education and recreational access for the public". By lifting this restriction we would allow LPST to use the property for any purpose (subject to gaining necessary planning consents).

- 4.1.2 The current arrangement places repairing obligations on LPST. In the event that these are not met GCC have the ability to take back the property.
- 4.1.3 By removing restrictive covenants LPST will be able to let the property in order to generate income. We are informed this will be used to cross fund the repairs.
- 4.1.4 GCC would no longer have the right to take back the property (as per circumstances mentioned in clause 3.4).
- 4.1.5 There would no longer be the right of allowing public access.
- 4.2 Discharge parts 1, 2 & 3 of Schedule 1 of Sec 106
 - 4.2.1 Alteration of the Agreement would be by way of deed of variation. We believe that this would require consent from Planning Committee.
 - 4.2.2 GCC would waive the right to hold events at the property, either directly or via an approved 3rd party. This right has not been well used but does offer potential for generating revenue.
 - 4.2.3 GCC would forego their right to “introduce rules relating to the use of the Priory grounds by the Owner (LSPT)”
 - 4.2.4 Part 3 relates to the Management Agreement and would result in the deletion of the following LSPT obligations:
 - a) *the beneficial use of the Priory for the benefit of the citizens of Gloucester.*
 - b) *the future use and preservation of the Priory provided that the Council will not require that the Owner be responsible for the upkeep and maintenance of any buildings and structures within the Priory*
 - 4.2.5 Relinquish formal right to fill 2 director positions on the board of LSPT. This would result in a more autonomous structure for the Trust and less influence for the City Council.
- 4.3 The purpose of the report is to outline the potential implications of the requests made by LSPT. Once a decision has been made as to whether all, some or none of the requests are agreed to Officers will be able to advise on how any changes can be implemented.
- 4.4 By way of conclusion, if Members agree to the recommendations contained herein the Trust will be granted a greater amount of autonomy. They will be able to continue to develop the property which, in turn, will generate income to help cross fund the repairs and maintenance of this important heritage asset. The City Council will forego their rights to hold events at the property but will seek to formally agree a continuation of right of access for the public.

5.0 Financial Implications

5.1 Minimal.

(Financial Services have been consulted in the preparation this report.)

6.0 Legal Implications

6.1 All relevant legal implications have been considered.

(Legal Services have been consulted in the preparation this report.)

7.0 People Impact Assessment (PIA):

7.1 The PIA Screening Stage was completed and did not identify any potential or actual negative impact; there a full PIA was not required.

8.0 Other Corporate Implications

Community Safety

8.1 None.

Sustainability

8.2 None.

Staffing & Trade Union

8.3 None.

Background Documents: Extract from LSPT correspondence