

DATED 7th August 1995

THE METROPOLITAN BOROUGH
COUNCIL OF STOCKPORT

- and -

EDUCATION ASSETS BOARD

- and -

THE RIDGE COLLEGE

A G R E E M E N T

Pursuant to Section 23 of the
Further and Higher Education Act 1992 regarding
The Ridge College

Head of Legal Services
Town Hall
STOCKPORT

REF: LC/CM/890C

THIS AGREEMENT BY DEED

is made the 7th day of August One thousand Nine hundred and Ninety Five

BETWEEN :-

No. 2066/95/2

- (1) THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT of Town Hall Stockport SK1 3XE ("the Authority")
- (2) EDUCATION ASSETS BOARD of Dudley House Albion Street Leeds LS2 8PN ("the Board")
- (3) THE BOARD acting on behalf and in the name of THE RIDGE COLLEGE of Hibbert Lane Marple Stockport SK6 7PA ("the Institution")

WHEREAS :-

- (A) The Institution is a further education corporation established pursuant to Section 15 of the Further and Higher Education Act 1992 ("the Act")
- (B) By virtue of Section 23 of the Act certain property rights and liabilities are to be transferred to and vest in the Institution
- (C) By an Order made by the Secretary of State for Education pursuant to Section 17 of the Act the date appointed for the transfer of the said property rights and liabilities is the First day of September One thousand Nine hundred and Ninety Three ("the Operative Date")
- (D) This Agreement is made pursuant to Section 36 of and Schedule 5 to the Act for the purpose of:-
 - (i) identifying or defining the property rights and liabilities which on the Operative Date are to be transferred to and vest in the Institution as

aforesaid and

(ii) dealing with matters which are agreed between the parties pursuant to the Act and Schedule 5 thereto

N O W IT IS HEREBY AGREED as follows :-

1. CONSTRUCTION

1.1 In this Agreement unless the context otherwise requires references to recitals clauses and schedules are references to recitals clauses and schedules in or to this Agreement and references to this Agreement include references to the schedules which schedules form part of this Agreement

1.2 In this Agreement unless the context otherwise requires :-

- words or phrases hereinbefore defined shall have the meanings respectively assigned to them
- the following words or phrases shall have the following meanings

(and in each case words or phrases cognate thereto shall have cognate meanings) :-

"the Land"

the freehold land buildings and other structures short particulars of which are set out in Part A of Schedule I

"the Shared Use Property"

all property rights and liabilities of the Authority held or subsisting at the Operative Date for the purpose

of the Institution and one or more other relevant institutions (as defined in Paragraph 1(1) of Schedule 5 of the Act) or partly for the purpose of one or more relevant institutions (including the Institution) and partly for other purposes of the Authority short particulars of which are set out in the relevant part of Part A of Schedule II

2. THE LAND

From the Operative Date the Land shall vest in the Institution pursuant to Section 23 of the Act and be held by or in trust for the Institution being an exempt charity subject to the matters specified in Part B of Schedule 1

3. THE SHARED USE PROPERTY

Forthwith after the Operative Date the Authority and the Institution shall enter into such agreements or other arrangements in respect of the Shared Use Property as are specified in Part B of Schedule II

4. By virtue of Section 88(1) of the Act this Deed is exempt from Stamp Duty

I N W I T N E S S whereof this document has been executed as a DEED by the respective parties hereto with the intention of such document being delivered on the part of each of them as a DEED on

(but not before) the day and year first before written _____

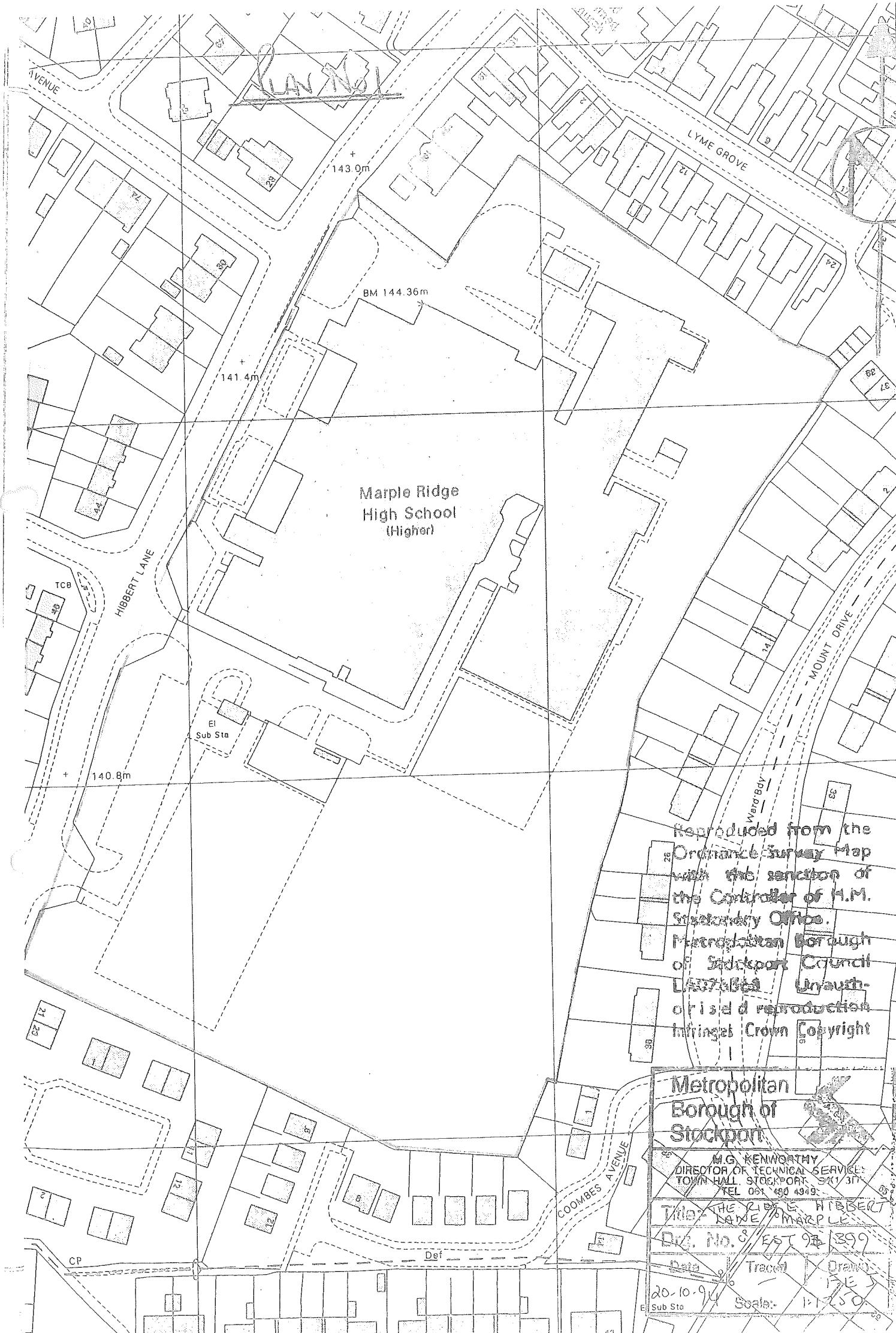
SCHEDULE I

PART A

THE LAND

FIRSTLY ALL THAT freehold land situate in Hibbert Lane Marple Stockport together with the buildings and other structures located thereon or on some part thereof known as The Ridge College ("Hibbert Lane Site") and shown for the purposes of identification edged around by a red line on the plan numbered one attached being the ^{part} ~~whole~~ of the land described in a Conveyance dated the Thirty First day of December One thousand Nine hundred and Twenty Five between The Marple Urban District Council (1) and The County Council of the Administrative County of Chester (2) and part of the land described in a Conveyance dated the Sixth day of September One thousand Nine hundred and Forty Nine between The Trustees of Frank Barlow deceased (1) and The County Council of the Administrative County of Chester (2) _____

SECONDLY ALL THAT freehold land situated in Buxton Lane Marple Stockport together with the buildings and other structures located thereon or on some part thereof being the Buxton Road site of The Ridge College ("Buxton Lane Site") and shown for the purposes of identification edged around by a red line on the plan numbered two attached being the ^{part} ~~whole~~ of the land described in a Conveyance dated the Eighth day of May One thousand Nine hundred and Fifty Eight



Reproduced from the
Ordnance Survey Map
with the sanction of
the Controller of H.M.
Stationery Office.
Metropolitan Borough
of Stockport Council
LA57 8BA Unauth-
orised reproduction
Infringes Crown Copyright

Metropolitan
Borough of
Stockport

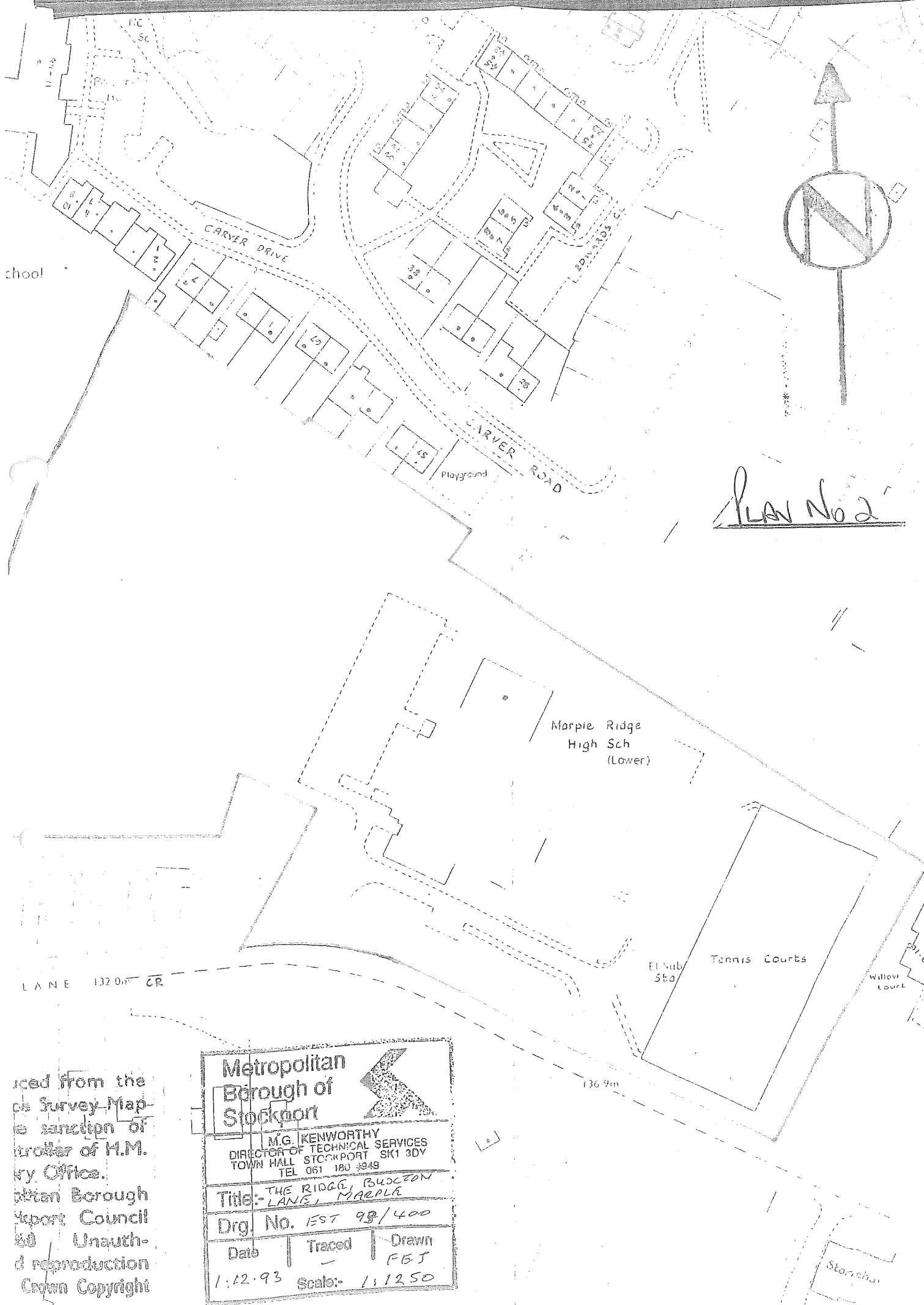
M.G. KENWORTHY
DIRECTOR OF TECHNICAL SERVICES
TOWN HALL, STOCKPORT, SK1 3JH
TEL 061 490 4949

Title: THE RISE & FALL OF
THE MARPLE

Dist. No. 8 EST 98 399

Date: 20.10.94 Traced: Drawn: J.E.S.

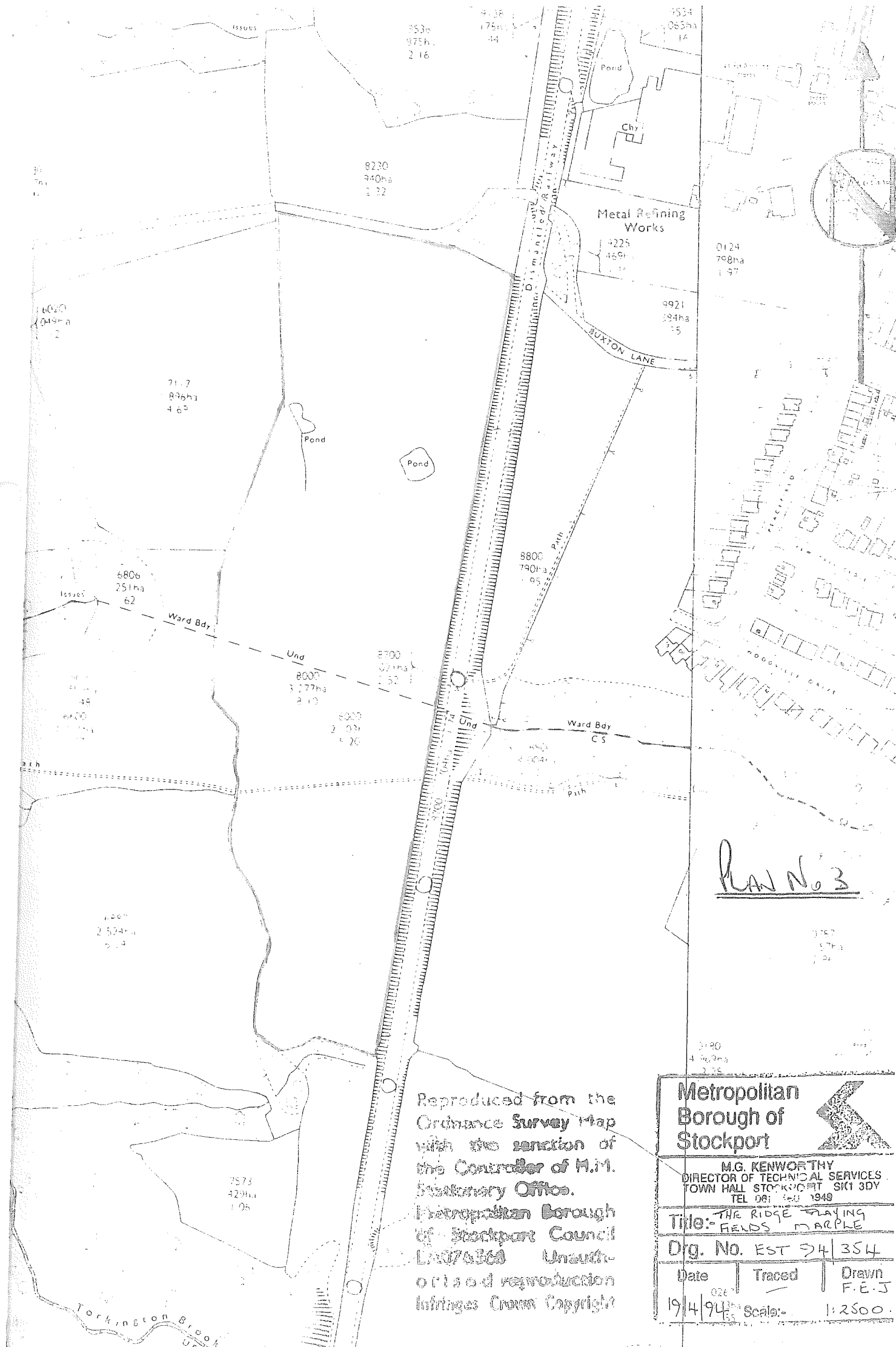
Scale: 1:250



PLAN No 2

iced from the
 ds Survey Map
 is sanction of
 troller of H.M.
 ry Office.
 tian Borough
 report Council
 80 Unauth-
 d reproduction
 Crown Copyright

| | | |
|---|--------|-------|
| Metropolitan Borough of Stockport | | |
| M.G. KENWORTHY DIRECTOR OF TECHNICAL SERVICES TOWN HALL STOCKPORT SK1 3DY TEL 061 180 3849 | | |
| Title:- THE RIDGE, BUDGETON LANE, MARPLE | | |
| Drg. No. EST 98/400 | | |
| Date | Traced | Drawn |
| 1.12.93 | - | FBJ |
| Scale:- 1:1250 | | |



Plan No 3

Reproduced from the
Ordnance Survey Map
with the sanction of
the Controller of H.M.
Stationery Office.
Metropolitan Borough
of Stockport Council
L1076360 Unauth-
orised reproduction
Infringes Crown Copyright

**Metropolitan
Borough of
Stockport**



M.G. KENWORTHY
DIRECTOR OF TECHNICAL SERVICES
TOWN HALL STOCKPORT SK1 3DY
TEL 061 660 1949

Title: THE RIDGE PLAYING
FIELDS MARPLE

Drg. No. EST 54/354

| | | |
|---------|--------|-------|
| Date | Traced | Drawn |
| 19/4/94 | | F.E.J |

Scale:- 1:2500

between Thomas Allen and Doris Allen (1) and The County Council of the Administrative County of Chester (2) _____

THIRDLY ALL THAT freehold land situated off Wood Lane Marple Stockport forming the playing fields comprising part of The Ridge College ("Wood Lane Site") and shown for the purposes of identification edged around with a red line on the plan numbered three attached being part of the land described in a Conveyance dated the Twentieth day of March One thousand Nine hundred and Sixty Nine between G.A. Lomas and Company Limited (1) and The County Council for the Administrative County of the County Palatine of Chester (2) TOGETHER WITH the benefit of :-

A. A Deed of Grant dated the Seventh day of August One thousand Nine hundred and Sixty Nine between The British Railways Board (1) and The County Council for the Administrative County of the County Palatine of Chester (2) _____

B. A Grant of Easement dated the Twenty Second day of May One thousand Nine hundred and Eight between The Reverend Canon Peter Halhed Moore (1) and The Marple Urban District Council (2) _____

C. A Deed of Grant dated the Twenty Ninth day of April One thousand Nine hundred and Sixty Nine between John Joseph Furber (1) The Agricultural Mortgage Corporation Limited (2) and The County Council for the Administrative County of the County Palatine of Chester (3) _____

PART B

TENANCIES OR OTHER INCUMBRANCES

AS TO THE HIBBERT LANE SITE

The covenants contained or referred to in the Conveyance dated the Thirty First day of December One thousand Nine hundred and Twenty Three

AS TO THE BUXTON LANE SITE

The exceptions and reservations covenants agreements and declarations contained in the Conveyance dated the Eighth day of May One thousand Nine hundred and Fifty Eight

AS TO THE WOOD LANE SITE

1. The covenants conditions agreements provisions and declarations contained or referred to in the said Conveyance dated the Twentieth day of March One thousand Nine hundred and Sixty Nine

2. The provisions of a Licence dated the First day of March One thousand Nine hundred and Ninety One between The Authority (1) and The Ridge Sports Association (2)

3. The provisions of a Deed of Grant dated the First day of October One thousand Nine hundred and Sixty Eight between G.A. Lomas and Company Limited (1) Crossway Investments Limited (2) Lloyds Bank Limited (3) and North Western Gas Board (4)

4. The public footpath shown coloured brown on plan numbered three

SCHEDULE II

THE SHARED USE PROPERTY

(RIGHTS ARISING IN FAVOUR OF THE AUTHORITY)

PART A

The premises specified first in Part A of Schedule I

1. Part of Hibbert Lane Site

2. Part of Buxton Lane Site

PART B

1. The right for the Authority to use parts of the Hibbert Lane Site for the purpose of providing Adult Education Classes in accordance with the manner and extent of use as was current prior to the Operative Date and thereafter on such substitute terms as may be agreed between the Authority and the Institution

2. The right for the Authority to use the Leisure Centre situate within the Hibbert Lane Site for the purpose of providing leisure facilities in accordance with the manner and extent of use as was current prior to the Operative Date and thereafter on such substitute terms as may be agreed between the Authority and the Institution and SUBJECT to the terms and conditions of a Management Agreement set out in Schedule III hereto

3. The right for the Authority to use the Youth Club situate within the Hibbert Lane Site for the purpose of providing a Youth Service in accordance with the manner and extent of use as was current prior to the Operative Date and thereafter on such substitute terms as may be agreed between the Authority and the

Institution and SUBJECT to the terms and conditions of
a Management Agreement set out in Schedule IV hereto

SCHEDULE III

LEISURE CENTRE MANAGEMENT AGREEMENT

The Authority and the Institution have agreed to make
certain arrangements for the running and management of
the Leisure Centre upon the following terms and
conditions :-

IT IS HEREBY AGREED as follows :-

1. A management board ("the Board") will be formed
which will be composed of an equal number of
representatives from the Authority and the Institution

2. The "Leisure Centre" comprises :-

2.1 The Sports Hall

2.2 Reception and Access

2.3 Offices

2.4 Changing Areas Showers and Toilets

2.5 Storage Areas

3. The "Designated Hours" of use for the Authority
will be :-

3.1 Weekdays between the hours of 5.00 p.m. and
11.30 p.m. (inclusive)

3.2 Saturday between the hours of 9.00 a.m. and 12.00
noon (inclusive)

3.3 Sundays between the hours of 9.00 a.m. and
11.00 p.m. (inclusive)

3.4 Between the hours of 9.00 a.m. and 11.00 p.m.
(inclusive) at all times that the Institution is
closed for holidays except Bank Holidays

4. The Board will :-

4.1 Monitor the use of the Leisure Centre and the terms of this Agreement

4.2 Act as a forum for the consideration of future developments proposed by both the Institution and the Authority

4.3 Ensure that an agreed quality framework is in place for all activities carried on within the Leisure Centre

4.4 Agree and define guidelines for the use of the Leisure Centre by the Institution and develop joint working initiatives

4.5 Establish procedures in relation to emergency repairs and breakdowns and security arrangements

4.6 Keep the terms and conditions of this Agreement under review and recommend any changes it feels necessary

4.7 Determine procedures for Board meetings which shall be held at least three times per year and maintain written records of such meetings

4.8 Consider and agree with both parties any proposals to minimise the impact on the use of the Leisure Centre by any action referred to in Clause 13

4.9 Determine the level of compensation for loss of income referred to in Clause 14

5. The Authority will :-

5.1 Pay for the use of the Leisure Centre during the Designated Hours the yearly sum ascertained in

accordance with the next sub-clause below by equal half yearly instalments on the First day of April and the First day of October in each year the first of such payments to be made on the First day of April One thousand Nine hundred and Ninety Five _____

5.1.1 The annual sum shall be Eleven thousand pounds (£11,000.00) which shall be increased or reduced by a percentage equivalent to the percentage increase or decrease in the "All Items" index of Retail Prices issued by the Central Statistical Office for the month of January in each year _____

5.2 During the Designated Hours :-

5.2.1 Comply with agreed procedures in respect of energy conservation _____

5.2.2 Ensure that the agreed security arrangements in respect of the Leisure Centre are complied with _____

5.3 Be responsible for programming the Authority's use of the Leisure Centre during the Designated Hours _____

5.4 Subject to Clause 6.1 ensure that on not less than twelve weeks notice by the Institution the said Sports Hall will be available for use by the Institution to enable it to meet its commitments in relation to the holding of examinations _____

5.5 Be responsible for any damage caused to the Leisure Centre by the negligence of its employees _____

6. The Institution will :-

6.1 During its use of the said Sports Hall for the purpose of holding examinations ensure that :-

6.1.1 The Sports Hall is cleared of furniture in sufficient time to allow the Authority's use to commence promptly

6.1.2 The setting up and removal of furniture is carried out by its employees

6.1.3 A protective cover is laid over the playing surface or the furniture is protected so that the playing surface is not damaged by this use

6.1.4 Its employees and students will not be permitted to wear footwear which is likely to damage the playing surface

6.2 Be responsible for :-

6.2.1 Maintenance of the Leisure Centre to the satisfaction of the Board

6.2.2 Carrying out painting and decoration of the Leisure Centre to a prescribed five year programme

6.2.3 Any damage caused by the negligence of its employees

6.2.4 The cleaning of the Leisure Centre to the satisfaction of the Board

6.2.5 The provision of electricity water and all other necessary services to the Leisure Centre at all times

7. The Leisure Centre will be designated a "Smoke

Free Area" in accordance with the Institution's no smoking policy _____

8. The users of the Leisure Centre will be allowed to use the car park situate within the grounds of the Institution _____

9. The fees charged by the Authority to users of the Leisure Centre during the Designated Hours shall be fixed by the Authority _____

10. Prior to the commencement of this Agreement :-

10.1 An inventory of all equipment used in relation to the Leisure Centre shall be taken _____

10.2 The name of the greater user shall be recorded against each item of equipment on such inventory _____

10.3 Maintenance of such equipment shall be the responsibility of whichever party is the greater user _____

11. Each party will be responsible for maintaining its own insurance arrangements in respect of third party public liability occupiers liability or employers liability risks _____

12. Subject to the Board's approval the use of the Leisure Centre outside the Designated Hours shall be agreed between the Authority and the Institution _____

13. Either party will give to the other and to the Board not less than three months notice of any intention to carry out works or any other action which may render the Leisure Centre unfit for use _____

14. If as a result of any action referred to in Clause 13 a loss of income is sustained then the party

carrying out such action will pay to the other compensation as determined by the Board

15. This Agreement shall remain in force until the Institution ceases to have a legal interest in the land by destruction of the Leisure Centre or a substantial part thereof which renders it unusable or by agreement

16. Any dispute between the Authority and the Institution in relation to this Agreement or its operation shall be determined in accordance with the Arbitration Acts by a single arbitrator who shall be agreed between the parties or failing such agreement be appointed at the request of either party by the President from time to time of the Law Society

SCHEDULE IV

YOUTH CENTRE MANAGEMENT AGREEMENT

The Authority and the Institution have agreed to make certain arrangements for the running and management of the Youth Centre upon the following terms and conditions :-

IT IS HEREBY AGREED as follows :-

1. A Youth Project Management Group ("the Management Group") will be formed which will be composed of:

1.1 two representatives from the Authority and

1.2 two representatives from the Institution and

1.3 the Youth Worker

2. The "Youth Worker" will be employed by the Authority to manage the day to day running of the Youth Centre

3. "Youth Provision" is a joint venture between the Authority and the Institution to provide youth service facilities to the local community

4. The "Youth Centre" is comprised of rooms fourteen fifteen and sixteen situate within the Hibbert Lane Site

5. The "Designated Hours" of use by the Authority will be :-

5.1 Weekdays between the hours of 9.00 a.m. and 10.30 p.m. (inclusive)

5.2 Such other hours as may be agreed between the Institution and the Authority

6. The Management Group will :-

6.1 Monitor the use of the Youth Centre and the terms of this Agreement

6.2 Act as a forum for the consideration of future developments proposed by both the Institution and the Authority

6.3 Ensure that an agreed quality framework is in place for all activities carried on within the Youth Centre

6.4 Agree and define guidelines and a timetable for the use of the Youth Centre by the Institution and develop joint working initiatives

6.5 Establish procedures in relation to emergency repairs and breakdowns and security arrangements

6.6 Keep the terms and conditions of this Agreement under review and recommend any changes it feels necessary

6.7 Determine procedures for Management Group meetings which shall be held at least three times per year and maintain written records of such meetings

6.8 Consider and agree with both parties any proposals to minimise the impact on the use of the Youth Centre by any action referred to in Clause 13

6.9 On failure of the Authority and the Institution to agree the amount of the annual sum referred to in paragraph 8.1.2 determine such annual sum

7. The Authority will :-

7.1 Be responsible for :-

7.1.1 the programming of the use of the Youth Centre at all times

7.1.2 agreeing occasional use within the Designated Hours by the Institution

7.1.3 any damage caused to the Youth Centre by the negligence of its employees

7.1.4 the maintenance of the fixtures and fittings within the Youth Centre

7.2 During the Designated Hours :-

7.2.1 comply with agreed procedures in respect of energy conservation

7.2.2 ensure that the agreed security arrangements in respect of the Youth Centre are complied with

8. The Institution will :-

8.1 Pay to the Authority during the term of this

Agreement a contribution towards the Youth Provision as follows :-

8.1.1 for the first three year period of the said term the sum of Fourteen thousand pounds (£14,000.00) per annum and

8.1.2 thereafter a sum equal to that payable hereunder in the immediately preceding year or such annual sum as may be agreed between the Authority and the Institution (or determined by the Management Group) whichever shall be the greater

the annual sum in respect of each year of the said term made payable and ascertained as aforesaid is to be paid in advance by equal half yearly instalments on the First day of April and the First day of October in each year of the said term

8.2 Be responsible for :-

8.2.1 maintenance of the Youth Centre to the satisfaction of the Management Group

8.2.2 carrying out painting and decoration of the Youth Centre to a prescribed five year programme

8.2.3 any damage caused by the negligence of its employees

8.2.4 the cleaning of the Youth Centre to the satisfaction of the Management Group

8.2.5 the provision of electricity water and

all other necessary services to the
Youth Centre at all times

9. The Youth Centre will be designated a "Smoke Free Area" in accordance with the Institution's no smoking policy

10. The users of the Youth Centre will be allowed to use the car park situate within the grounds of the Institution

11. Prior to the commencement of this Agreement :-

11.1 An inventory of all equipment used in relation to the Youth Centre shall be taken

11.2 The name of the greater user shall be recorded against each item of equipment on such inventory

11.3 Maintenance of such equipment shall be the responsibility of whichever party is the greater user

12. Each party will be responsible for maintaining its own insurance arrangements in respect of third party public liability occupiers liability or employers liability risk

13. The use of the Youth Centre outside the Designated Hours shall be agreed between the Authority and the Institution (or determined by the Management Group)

14. Either party will give to the other and to the Management Group not less than three months notice of any intention to carry out works or any other action which may render the Youth Centre unfit for use

15. This Agreement shall remain in full force until

the Institution ceases to have a legal interest in the land by destruction of the Youth Centre or a substantial part thereof which renders it unusable or by agreement _____

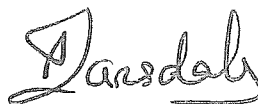
16. Any dispute between the Authority and the Institution in relation to this Agreement or its operation shall be determined in accordance with the Arbitration Acts by a single arbitrator who shall be agreed between the parties or failing such agreement be appointed at the request of either party by the President from time to time of the Law Society _____

THE COMMON SEAL of THE METROPOLITAN)
BOROUGH COUNCIL OF STOCKPORT was)
hereunto affixed in the presence)
of :-)


Mayor

Head of Legal Services

THE COMMON SEAL of EDUCATION ASSETS)
BOARD was hereunto affixed in the)
presence of :-)



Chairman/Authorised Person



Member of the Board