

PFCC Decision Report

Please ensure all sections below are completed

Report reference number: PFCC/033/18
Classification: OFFICIAL
Title of report: Lease at Stansted Enterprise House
Area of County/Stakeholders affected: Stansted Airport
Report by: Patrick Duffy – Interim Head of Estates Date of report: 25 th May 2018 Enquiries to: Patrick.Duffy@essex.pnn.police.uk

1. Purpose of report

This Decision Report is to request that the Commissioner renew the lease for accommodation comprising of parking next to the property and Rooms B001-040 & PG014-015 within building 34000, Enterprise House, Stansted Airport, Essex, CM24 1QW

2. Recommendations

To enter into a formal lease for the use of existing accommodation with The Manchester Airport Group PLC (MAG) for a term of 8 years starting 1st April 2014 to and including 31st March 2022.

3. Benefits of Proposal

The benefits of entering into the lease ensure Essex Police continue to provide Policing activities at Stansted Airport which are funded by MAG, including the associated accommodation contained within the lease.

4. Background and proposal

Stansted Airport is designated as an Airport under the Aviation Security Act 1982. The operator MAG, are required to provide Policing services, which in turn under the Policing and Crime Act 2009 are required to be provided by Essex Police.

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Under the Civil Aviation Act 2006 there is a requirement for MAG and the Chief Constable of Essex Police to have in place a Police Services Agreement (PSA).

Part of the PSA is for MAG to make accommodation available to support the deployment of Police personnel in connection with the Police services provided.

The accommodation provided by MAG to Essex Police in accordance with the PSA has been reviewed and deemed suitable for the Chief Constable to provide Police services contained within the PSA.

5. Police and Crime Plan

This lease maintains accommodation utilised for all aspects of Operational Policing at Stansted Airport supporting the overall Police and Crime Plan.

6. Police Operational Implications

There are no operational policing implications arising from entering into the lease.

7. Financial Implications

Rent for 1 April 2014 to and including 31 March 2017 - £285,000 per annum
Rent for 1 April 2017 to and including 31 March 2022 - £304,950 per annum

"The Fourth Schedule" of the lease is the Police Services Agreement (PSA) dated 30 April 2015 which ran until 31 March 2018 allowing for all costs to be recoverable including rent for the accommodation.

A revised PSA agreement for the period 1 April 2018 to 31 March 2022 has been agreed and will replace the existing PSA which continues to allow for all costs to be recoverable including rent for the accommodation. A separate decision sheet is associated with the PSA.

8. Legal Implications

The lease is excluded from the security of tenure provisions (sections 24 to 28) under section 38(4) of the Landlord & Tenant Act 1954, Part II (as amended). The Interim Head of Estates has signed a Statutory Declaration on behalf of the PFCC.

- The PFCC will have no right to stay in the premises when the lease ends.
- Unless the landlord chooses to offer the PFCC another lease, the PFCC will need to vacate the premises.
- If the landlord offers the PFCC another lease, the PFCC will have no right to ask the court to fix the rent.

Although the above exclusion applies, MAG have a legal requirement to provide Policing services at the airport and if the lease were not renewed, alternative accommodation would need to be provided elsewhere by MAG.

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9. Staffing and other resource implications

There are no staffing or resource implications of the lease, these are within the associated PSA agreement.

10. Equality and Diversity implications

There is no Equality Impact Assessment required.

11. Background papers

There are no background papers for this decision.

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Report Approval

The report will be signed off by the OPFCC Chief Executive and Treasurer, prior to review and sign off by the PFCC / DPFCC .

Chief Executive/M.O

Sign: 

Print: David Lawson

Date: 31 May 2018

Chief Financial Officer/Treasurer

Sign: 

Print: ABAC7 Goshu

Date: 14/6/18

Publication

Is the report for publication?

YES

NO

If 'NO', please give reasons for non-publication (state 'None' if applicable)

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If the report is not for publication, the Chief Executive will decide if and how the public can be informed of the decision.

Redaction

If the report is for publication, is redaction required:

1. Of Decision Sheet YES
NO

2. Of Appendix YES
NO

If 'YES', please provide details of required redaction:

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.....

Date redaction carried out:

Treasurer / Chief Executive Sign Off – for Redactions only

If redaction is required, Treasurer or Chief Executive are to sign off that redaction has been completed.

Sign:

Print:

Chief Executive/Treasurer

Date signed:

Decision and Final Sign Off

I agree the recommendations to this report:

Sign: 

Print: *R. C. Hest*

PFCC/Deputy PFCC

Date signed: *25/6/18*

I do not agree the recommendations to this report because;

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.....
.....

Sign:

Print:

PFCC/Deputy PFCC

Date signed:

