



# **CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY**

## **Annual Meeting**

**Wednesday 3 June 2020 at 10:30am**

**Virtual Meeting  
Open to Public and Press**

## **Supplementary Document Pack**

Documents issued or amended since the agenda was published on Tuesday 26 May 2020.

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**Membership of the Combined Authority Board 2020/21**

Nominations received after the meeting papers were published are shown in red type.

<b>Nominating Body</b>	<b>Member</b>	<b>Substitute</b>
	Mayor James Palmer	Statutory Deputy Mayor
Cambridge City Council (Annual meeting 28 May 2020)	Cllr Lewis Herbert	Cllr Mike Davey
Cambridgeshire County Council	Cllr Steve Count	Cllr Roger Hickford
East Cambridgeshire District Council	Cllr Anna Bailey	Cllr J Schumann
Fenland District Council (Annual meeting 17 June 2020)	TBA	TBA
Huntingdonshire District Council	Cllr Ryan Fuller	Cllr Jon Neish
Peterborough City Council	Cllr John Holdich	Cllr Wayne Fitzgerald
South Cambridgeshire District Council	Cllr Bridget Smith	Cllr Aidan van de Weyer
Business Board (Meeting 26 May 2020)	Austen Adams	Professor Andy Neely

**Lead Member Responsibilities and Committee Membership: June 2020**

**Lead Member Responsibilities**

<b>Lead Member Responsibilities</b>	<b>Board Member</b>
Mayor, Chair of the Combined Authority Lead Member for Policy Lead Member for Governance	James Palmer, Mayor
Lead Member for Economic Growth	Cllr John Holdich, Deputy Mayor
Lead Member for Spatial Planning Chair of Land Commission	Cllr Chris Boden
Lead Member for Skills Chair of Skills Committee	Cllr John Holdich, Deputy Mayor
Lead Member for Investment & Finance	Cllr Steve Count
Lead Member for Housing Chair of Housing and Communities Committee	Cllr Chris Boden
Lead Member for Transport Chair of Transport Committee	James Palmer, Mayor

## Committee Allocation

### Transport Committee (8 seats)

		Lead Member Responsibilities/Member	Board Member	Substitute
1	Chair	Lead Member for Transport	James Palmer, Mayor	
2	Member	Member for Cambridge City Council	Cllr Nicky Massey	Cllr Mike Sargeant
3	Member	Member for Cambridgeshire County Council	Cllr Ian Bates	Cllr Roger Hickford
4	Member	Member for East Cambridgeshire District Council	Cllr Joshua Schumann	Cllr David Brown
5	Member	Member for Fenland District Council	Cllr Chris Seaton	Cllr Chris Boden
6	Member	Member for Huntingdonshire District Council	Cllr Jon Neish	Cllr Ryan Fuller
7	Member	Member for Peterborough City Council	Cllr Peter Hiller	Cllr Graham Casey
8	Member	Member for South Cambridgeshire District Council	Cllr Dr. Aidan Van de Weyer	Cllr Neil Gough

### Skills Committee (7 seats)

		Lead Member Responsibilities/Member	Board Member	Substitute
1	Chair	Lead Member for Skills	Cllr John Holdich	Cllr Lynne Ayres
2	Member	Member for Cambridge City Council	Cllr Mike Davey	Cllr Mike Sargeant
3	Member	Member for Cambridgeshire County Council	Cllr David Ambrose-Smith	Cllr Roger Hickford
4	Member	Member for East Cambridgeshire District Council	Cllr Lis Every	Cllr Joshua Schumann
5	Member	Member for Fenland District Council	Cllr Chris Seaton	Cllr David Mason

6	Member	Member for Huntingdonshire District Council	Cllr Jon Neish	Cllr Ryan Fuller
7	Member	Member for South Cambridgeshire District Council	Cllr Eileen Wilson	Cllr Neil Gough

### **Housing and Communities Committee (7 seats)**

		<b>Lead Member Responsibilities/Member</b>	<b>Board Member</b>	<b>Substitute</b>
1	Chair	Lead Member for Housing	Cllr Chris Boden	Cllr Dee Laws
2	Member	Member for Cambridge City Council	Cllr Mike Sargeant	Cllr Mike Davey
3	Member	Member for Cambridgeshire County Council	Cllr Roger Hickford	Cllr Ian Bates
4	Member	Member for East Cambridgeshire District Council	Cllr David Ambrose -Smith	Cllr Anna Bailey
5	Member	Member for Huntingdon District Council	Cllr Ryan Fuller	Cllr Jon Neish
6	Member	Member for Peterborough City Council	Cllr Irene Walsh	Cllr Steve Allen
7	Member	Member for South Cambridgeshire District Council	Cllr Bridget Smith	Cllr Hazel Smith

### **Notes**

**(a) Lead Member should also be Chair**

**(b) Vice Chair to be agreed by committee as and when required**

**(c) Fenland District Council holds its AGM on 17 June. Any changes will be notified at the next Combined Authority Board meeting**

**Membership of O&S 2020/21**

Nominations received after the meeting papers were published are shown in **red type**.

<b>Constituent Council</b>	<b>Member</b>	<b>Substitute</b>
Cambridgeshire County Council	<u>Cllr David Connor</u> <u>Cllr Jocelynne Scutt</u>	<u>Cllr Mac Maguire</u> <u>Cllr Linda Jones</u>
Peterborough City Council	<u>Cllr Andy Coles</u> <u>Cllr Ed Murphy</u>	<u>Cllr Lynne Ayres</u> <u>Cllr Katia Yurgetene</u>
Fenland District Council (Annual meeting 17 June 2020)	TBA	TBA
Huntingdonshire District Council	<u>Councillor Patricia Jordan</u> <u>Councillor Douglas Dew</u>	<u>Councillor Mike Humphrey</u> <u>Councillor Stephen Corney</u>
South Cambs DC	<u>Cllr Pippa Heylings</u> <u>Cllr Grenville Chamberlain</u>	<u>Cllr Peter Fane</u> <u>Cllr Heather Williams</u>
East Cambs DC	<u>Cllr Alan Sharp</u> <u>Cllr Lorna Dupre</u>	<u>Cllr David Ambrose-Smith</u> <u>Cllr Charlotte Cane</u>
Cambridge City Council (Annual meeting 28 May 2020)	<b>Cllr Kevin Price</b> <b>Cllr Markus Gehring</b>	<b>Cllr Carla McQueen</b> <b>Cllr Dan Summerbell</b>

**Appointments to the Audit & Governance Committee – May 2020**

Nominations received after the meeting papers were published are shown in red type.

<b>Constituent Council</b>	<b>Member</b>	<b>Substitute</b>
Cambridgeshire County Council	<u>Cllr Mark Goldsack</u>	<u>Cllr David Wells</u>
Peterborough City Council	<u>Cllr Nick Sandford</u>	<u>Cllr Simon Barkham</u>
Fenland District Council (Annual meeting 17 June 2020)	TBA	TBA
Huntingdonshire District Council	<u>Cllr Mac McGuire</u>	<u>Cllr Dr Philip Gaskin</u>
South Cambs DC	<u>Cllr Tony Mason</u>	<u>Cllr Peter Fane</u>
East Cambs DC	Cllr David Brown	Cllr David Ambrose Smith
Cambridge City Council (Annual meeting 28 May 2020)	Cllr Mike Davey	Cllr Kevin Price

**CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY MEETING CARD - 2020/21**

MEETING	2020									2021				
	TIME	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
<b>Directors Meetings</b>														
<b>Combined Authority Board</b>	10.30 am		31/24 tbc		5	30	[28]	25		27		31		
<b>Annual Combined Authority Board</b>	10.30 am	3 June												26
<b>Committees</b>														
<b>Transport and Infrastructure</b>	10.00 am	29 April PM		8		9		4		6		10	26	
<b>Skills</b>	10.00 am	27 April		6 (2pm)		14		9		11		15	28	
<b>Housing and Communities</b>	14.00 pm	27 April	22			14		9		11		15	28	
<b>Overview and Scrutiny</b>	11.00 am	29	22	27		28		23		25		29		24
<b>Audit and Governance</b>	10.00 am	26		31			2	27		29			2	25
<b>Employment Committee (unscheduled)</b>														
<b>Business Board</b>	14.30 pm	26		27		15		10		12		16		12
<b>Other Bodies</b>														
<b>Fire Authority</b>														
<b>Cambridgeshire Public Service Board</b>	9.30 - 12.00		12	17	14	11	16	13	4					
<b>GCP Joint Assembly</b>	14.00 pm		4			10		19						
<b>GCP Executive Board</b>	16.00 pm		25				1		10					
<b>Cambridgeshire CC Full Council</b>	10.30 am	19		21			13		15		9 [12]	16		25
<b>Cambridge City Council Full Council</b>	11 am	28 (11 am)		16			22			25			22	27
<b>East Cambridgeshire DC Full Council</b>	18.00 pm	21		16			22				25		15	20
<b>Fenland DC Full Council</b>	16.00 pm	21		28		8			8	12	23			
<b>Huntingdonshire DC Full Council</b>	19.00 pm	20		15			14		16		24			
<b>Peterborough CC Full Council</b>	18.30 pm	1 June	1	29			21		9	27		3		17
<b>South Cambridgeshire DC Full Council</b>	14.00 pm	21		14		24		26			18		15	20
<b>Conferences</b>														
<b>Conservative Party Annual Conference</b>							4 - 7							
<b>Labour Party Annual Conference</b>						19 - 23								
<b>Liberal Democrat Annual Conference</b>						26 - 29								

Board meets Bi Monthly on a Wednesday

Overview and Scrutiny to meet the Monday before the Board

Audit and Governance Committee to meet 4 times a year on a Friday usually the same week as O&S

Business Board last Monday every other month before CA Board

Transport, Housing and Skills Committees Bi Monthly

CPSB Meeting are on Fridays

[ ] Reserve dates

\* To discuss budget only



**DATED** **2020**

**URBAN&CIVIC ALCONBURY LIMITED (1)**

**and**

**CAMBRIDGESHIRE AND (2)  
PETERBOROUGH COMBINED  
AUTHORITY**

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**DEED OF SURRENDER**

**relating to  
property known as First Floor,  
Incubator 2 on the site known as  
Alconbury Weald Enterprise Campus,  
Alconbury Weald, Huntingdon PE28  
4XA**

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**MILLS & REEVE**

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**THIS DEED** is made on

2020

**HM Land Registry**

**Landlord's title number:** CB350303

**Administrative area:** Cambridgeshire: Huntingdonshire

**Tenant's title number:** CB435615

**Administrative area:** Cambridgeshire: Huntingdonshire

**BETWEEN:**

- (1) **URBAN&CIVIC ALCONBURY LIMITED** incorporated and registered in England and Wales with company number 08983360 whose registered office is at 50 New Bond Street, London W1S 1BJ ("**Landlord**"); and
- (2) **CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY** of Incubator 2, The Boulevard, Enterprise Campus, Alconbury Weald, Huntingdon PE28 4XA ("**Tenant**").

**WHEREAS:**

- (A) This Deed is supplemental to the Lease.
- (B) The Landlord remains entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease remains vested in the Tenant.
- (D) The Landlord and the Tenant have agreed to enter into this Deed.

**IT IS AGREED:**

**1 Interpretation**

The following definitions and rules of interpretation apply in this Deed.

**1.1 Definitions:**

**"Annual Rent"** means the rent reserved pursuant to clause 2.2.1 of the Lease.

**"HMLR"** means HM Land Registry.

**"Landlord's Conveyancer"** means Mills & Reeve LLP of Botanic House, 100 Hills Road, Cambridge CB2 1PH (ref: CDJH/4033584-0138).

**"Lease"** means the lease of property known as First Floor, Incubator 2 on the site known as Alconbury Weald Enterprise Campus, Alconbury Weald, Huntingdon PE28 4XA dated 14 August 2018 and made between Urban&Civic Alconbury Limited (1) and Cambridgeshire and Peterborough Combined Authority (2) and all documents supplemental or collateral to that lease.

**"Property"** means the leasehold property known as First Floor, Incubator 2, Alconbury Weald Enterprise Campus as demised by, and more particularly defined in, the Lease.

“**VAT**” means value added tax or any equivalent tax chargeable in the UK.

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party’s personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to writing or written excludes fax and email.
- 1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Deed) at any time.
- 1.11 References to clauses are to the clauses of this Deed.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 References to the Landlord include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.14 The expressions landlord covenant and tenant covenant each have the meanings given to them by the Landlord and Tenant (Covenants) Act 1995.

## **2 Surrender**

- 2.1 In consideration of:
  - 2.1.1 the Tenant paying £151,537.50 (excluding VAT) to the Landlord (of which the Landlord acknowledges receipt); and
  - 2.1.2 the Landlord and the Tenant granting the releases contained in clause 4;the Tenant surrenders and yields up to the Landlord, with full title guarantee, all its estate, interest and rights in the Property and the Landlord accepts the surrender.
- 2.2 The residue of the term of years granted by the Lease shall merge and be extinguished in the reversion immediately expectant on the termination of the Lease.

### **3      Value added tax**

On the date of this Deed, the Tenant shall pay the Landlord any VAT properly chargeable on the consideration stated in clause 2.

### **4      Releases**

4.1      Subject to clause 4.2:

4.1.1      the Landlord releases the Tenant from all the tenant covenants of the Lease and from all liability for any subsisting breach of any of them; and

4.1.2      the Tenant releases the Landlord from all the landlord covenants of the Lease and from all liability for any subsisting breach of any of them.

4.2      The releases set out in clause 4.1.1 and clause 4.1.2 are conditional upon the surrender of the Lease pursuant to clause 2.1 taking effect so that, if the surrender of the Lease pursuant to clause 2.1 does not take effect for any reason whatsoever, the releases set out in clause 4.1.1 and clause 4.1.2 shall also not take effect.

### **5      Payments**

On completion of this Deed, the Tenant shall pay to the Landlord all Annual Rent and other sums due under the Lease up to, and including, completion of this Deed, to the extent that such sums have not already been paid.

### **6      Documents and HMLR requirements**

6.1      On the date of this Deed, the Tenant shall:

6.1.1      deliver to the Landlord, or to the Landlord's Conveyancer:

- (i)      the Lease; and
- (ii)      the original part of this Deed.

6.1.2      pay to the Landlord £30, the fees payable to HMLR for the applications for:

- (i)      any notice of the Lease to be cancelled;
- (ii)      cancellation of the registration of any easements or rights granted by or over, or reserved out of, the Lease; and
- (iii)      closure of the registered title to the Lease.

6.2      The Tenant shall, within five working days of any written request from the Landlord, supply the Landlord with all further documents and information required in connection with any requisition raised by HMLR on such applications.

### **7      Third Party Rights**

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

## 8 Governing law

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This Deed has been entered into on the date stated at the beginning of it.

Executed as a deed by **URBAN&CIVIC** )  
**ALCONBURY LIMITED** acting by a director )  
in the presence of: )  
)

Director's signature

.....

Director's name

Witness' signature: .....

Witness' name (BLOCK CAPITALS): .....

Witness' address: .....

.....

.....

Witness' occupation: .....

Executed as a deed by )  
**CAMBRIDGESHIRE AND** )  
**PETERBOROUGH COMBINED** )  
**AUTHORITY** )

acting by a director in the presence of:

Director's signature

.....

Director's name

Witness' signature: .....

Witness' name (BLOCK CAPITALS): .....

Witness' address: .....

.....

.....

Witness' occupation: .....

**DATED** \_\_\_\_\_ **2020**

**URBAN&CIVIC ALCONBURY LIMITED (1)**

**and**

**CAMBRIDGESHIRE AND (2)**  
**PETERBOROUGH COMBINED**  
**AUTHORITY**

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**AGREEMENT FOR SURRENDER**

**relating to property known as First  
Floor, Incubator 2 on the site known  
as Alconbury Weald Enterprise  
Campus, Alconbury Weald,  
Huntingdon PE28 4XA**

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**MILLS & REEVE**

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**BETWEEN:**

- (1) **URBAN&CIVIC ALCONBURY LIMITED** incorporated and registered in England and Wales with company number 08983360 whose registered office is at 50 New Bond Street, London W1S 1BJ ("**Landlord**"); and
- (2) **CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY** of Incubator 2, The Boulevard, Enterprise Campus, Alconbury Weald, Huntingdon PE28 4XA ("**Tenant**").

**WHEREAS:**

- (A) The Landlord is entitled to the immediate reversion to the Lease.
- (B) The residue of the term of the Lease is vested in the Tenant.
- (C) The Lease is excluded from the provisions of the Landlord and Tenant Act 1954.
- (D) This Agreement is supplemental and collateral to the Lease.

**IT IS AGREED:**

**1 Interpretation**

The following definitions and rules of interpretation apply in this Agreement.

**1.1 Definitions:**

**"Annual Rent"** means the rent reserved pursuant to clause 2.2.1 of the Lease.

**"Completion Date"** means 2020.

**"Condition"** means any of the Part 1 Conditions.

**"Contract Rate"** means 4% per annum above the base rate from time to time of Barclays Bank plc.

**"Deed of Surrender"** means the deed of surrender of the Lease to be made between the Landlord and the Tenant in the form of the draft annexed to this Agreement.

**"Electronic Payment"** means payment by electronic means in same day cleared funds from an account held in the name of the Tenant's Conveyancer at a clearing bank to an account in the name of the Landlord's Conveyancer.

**"HMLR"** means HM Land Registry.

**"Landlord's Conveyancer"** means Mills & Reeve LLP of Botanic House, 100 Hills Road, Cambridge CB2 1PH (ref: CDJH/4033584-0138) or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant.

**"Lease"** means the lease of property known as First Floor, Incubator 2 on the site known as Alconbury Weald Enterprise Campus, Alconbury Weald, Huntingdon PE28 4XA dated 14 August 2018 and made between Urban&Civic Alconbury Limited (1) and Cambridgeshire and Peterborough Combined Authority (2) and all documents supplemental or collateral to that lease.

**“Part 1 Conditions”** means Part 1 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision).

**“Part 2 Conditions”** means Part 2 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision).

**“Premium”** means One Hundred and Fifty One Thousand Five Hundred and Thirty Seven Pounds and Fifty Pence (£151,537.50) (exclusive of VAT).

**“Property”** means the leasehold property known as First Floor, Incubator 2, Alconbury Weald Enterprise Campus as demised by, and more particularly defined in, the Lease and registered at HMLR with title absolute under title number CB435615.

**“Surrender”** means the surrender of the Lease by the Tenant to the Landlord.

**“Tenant’s Conveyancer”** means Cambridgeshire and Peterborough Combined Authority Legal Department, Incubator 2, The Boulevard, Enterprise Campus, Alconbury Weald, Huntingdon PE28 4XA (ref: Peter Geach) or any other conveyancer whose details may be notified in writing from time to time by the Tenant to the Landlord.

**“VAT”** means value added tax or any equivalent tax chargeable in the UK.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written excludes fax and email.
- 1.11 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.12 References to clauses are to the clauses of this Agreement.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.14 References to **completion of the Surrender** or any similar expression are to completion of the Deed of Surrender.
- 1.15 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.16 References to the **Tenant** include a reference to its respective successors in title to the Lease.
- 1.17 All of the terms, conditions and obligations in this Agreement on the part of the Landlord are "landlord covenants" and on the part of the Tenant are "tenant covenants" for the purposes of the Landlord and Tenant (Covenants) Act 1995.

## **2 Agreement to surrender**

### **2.1 In consideration of:**

- 2.1.1 the Tenant agreeing to pay the Premium;
- 2.1.2 the Landlord and the Tenant agreeing to grant the releases referred to in clause 7; and
- 2.1.3 the other undertakings and obligations contained in this Agreement;

the Tenant agrees to surrender and yield up to the Landlord, with full title guarantee, all its estate, interest and rights in the Property on the Completion Date in accordance with the terms of this Agreement and the Landlord agrees to accept the Surrender on those terms.

- 2.2 Conditions 7.6.2 and 7.6.4 do not apply to this Agreement.
- 2.3 The Landlord is not entitled to transfer the benefit or burden of this Agreement to any person who is not entitled to the immediate reversion to the Lease and the Tenant is not entitled to transfer the benefit or burden of this Agreement to any person who is not an assignee of the residue of the term of the Lease.
- 2.4 Conditions 1.4, 3.2, 9.8.3 and 12 do not apply to this Agreement.

## **3 Lease continues**

- 3.1 This Agreement does not operate as a surrender and the Lease shall continue in full force and effect until completion of the Surrender.
- 3.2 Conditions 4.2, 5, 6 and 8 do not apply to this Agreement.

## **4 Conditions**

- 4.1 The Part 1 Conditions are incorporated in this Agreement, in so far as they:
- 4.1.1 are applicable to a surrender of a lease;
- 4.1.2 are not inconsistent with the other clauses in this Agreement; and
- 4.1.3 have not been modified or excluded by any of the other clauses in this Agreement.

- 4.2 The terms used in this Agreement have the same meaning when used in the Part 1 Conditions.
- 4.3 The Part 2 Conditions are not incorporated in this Agreement.
- 4.4 Any references in the Conditions to:
- 4.4.1 "the buyer" or to "the seller" shall be interpreted as references to the Landlord and to the Tenant respectively;
  - 4.4.2 the "purchase price" shall be interpreted as references to the Premium; and
  - 4.4.3 "sale" or "sell", "sold" and "selling" shall be interpreted as meaning "surrender", "surrendered" and "surrendering" respectively and any other similar terms shall be interpreted accordingly.
- 4.5 The following Conditions are amended:
- 4.5.1 Condition 1.1.1(d) so that reference to completion date in Condition 1.1.1(d) is to the Completion Date as defined by this Agreement.
  - 4.5.2 Condition 1.1.1(e) so that reference to contract rate in Condition 1.1.1(e) is to the Contract Rate as defined by this Agreement.
  - 4.5.3 Condition 1.1.1(n) so that the words "conveyance and assignment" are replaced with "conveyance, assignment and deed of surrender".
  - 4.5.4 Condition 1.1.1(o) so that reference to VAT in Condition 1.1.1(o) is to VAT as defined by this Agreement.
- 4.6 Condition 1.1.4(a) does not apply to this Agreement.
- 4.7 Condition 9.1.1 is amended so that the words "Completion date is twenty working days after the date of the contract but" are deleted.
- 4.8 Condition 9.7 is amended to read: "The Tenant or Landlord (as applicable) is to pay the money due on completion to the Landlord's Conveyancer or Tenant's Conveyancer (as applicable) by Electronic Payment".
- 4.9 Condition 10.3.2 is varied to read "Compensation under 10.3.1 is to be an amount equal to the sums the seller has paid to the buyer under the lease for the period between the completion date and actual completion but ignoring any period during which the seller was in default."
- 4.10 A new condition 10.3.5 is added to Condition 10.3, which reads "If the seller defaults in performing its obligations under the contract and completion is delayed, the seller is to pay compensation to the buyer."
- 4.11 A new condition 10.3.6 is added to Condition 10.3, which reads "Compensation under condition 10.3.5 is to be a sum calculated at the contract rate on the purchase price for the period between the completion date and actual completion, but ignoring any period during which the buyer was in default."

## **5     Deducing title and matters affecting the Property**

- 5.1     The Tenant's title to the Property has been deduced to the Landlord's Conveyancer before the date of this Agreement.
- 5.2     The Tenant confirms that it has fully disclosed to the Landlord all interests in the Property, including (without limitation) any subleases, licences and any other arrangements under which possession or occupation of the Property is shared or has been parted with and all documents varying, or supplemental or collateral to any such subleases, licences and other arrangements.
- 5.3     Conditions 4.1.2(b), 4.1.2(d), 4.1.4, 7.1, 7.2, 7.3 and 7.6.5 do not apply to this Agreement.

## **6     Deed of Surrender**

The Deed of Surrender and a counterpart of it shall be prepared by the Landlord's Conveyancer and shall be delivered to the Tenant's Conveyancer to be executed by the Tenant before the Completion Date.

## **7     Releases**

The Deed of Surrender shall include:

- 7.1     a release, conditional upon the surrender of the Lease taking effect, of the Tenant by the Landlord from all the tenant covenants of the Lease and from all liability for any subsisting breach of any of them, with effect from completion of the Surrender; and
- 7.2     a release, conditional upon the surrender of the Lease taking effect, of the Landlord by the Tenant from all the landlord covenants of the Lease and from all liability for any subsisting breach of any of them, with effect from completion of the Surrender.

## **8     Additional payments**

- 8.1     On completion of the Surrender, the Tenant shall, by Electronic Payment, pay to the Landlord all Annual Rent and other sums due under the Lease up to, and including, completion of the Surrender, to the extent that such sums have not already been paid.
- 8.2     Condition 9.3.3 is varied so that the word "buyer" is replaced with the word "seller" and the words "from the beginning" are replaced with "until the end".
- 8.3     Condition 9.3.6 does not apply to this Agreement.
- 8.4     Condition 9.4 is varied to read "The amount payable by the buyer (or seller if appropriate) on completion is the purchase price, adjusted to take account of:
- 8.4.1     apportionments made under condition 9.3.
- 8.4.2     any compensation to be paid under condition 10.3.
- 8.4.3     any sums due to the buyer under the lease in respect of the period up to and including actual completion that have not been paid by actual completion, including those sums specified at clause 8.
- 8.4.4     any other sum which the parties agree under the terms of the contract should be paid or allowed on completion."

## **9      Completion**

- 9.1      The Landlord and the Tenant shall complete the Deed of Surrender on the Completion Date.
- 9.2      On completion of the Surrender, the Tenant shall:
- 9.2.1      deliver to the Landlord, or to the Landlord's Conveyancer:
- (i)      the Lease;
- (ii)     the original of the Deed of Surrender duly executed by the Tenant; and
- (iii)    pay the Premium and make any other payments due from it at completion of the Surrender;
- 9.2.2      pay to the Landlord the fees payable to HMLR for the application(s) referred to in clause 11.1; and
- 9.2.3      surrender and yield up to the Landlord, with full title guarantee, all its estate, interest and rights in the Property.
- 9.3      On completion of the Surrender, the Landlord shall accept the Surrender and deliver the counterpart of the Deed of Surrender, duly executed to the Tenant's Conveyancer.
- 9.4      On completion of the Surrender, the residue of the term of years granted by the Lease shall merge and be extinguished in the reversion immediately expectant on the termination of the Lease.
- 9.5      Condition 9.2.1 does not apply to this Agreement.

## **10     Vacant possession**

- 10.1     The Tenant shall give vacant possession of the Property to the Landlord on completion of the Surrender.
- 10.2     On completion of the Surrender, the Tenant shall hand over to the Landlord, or the Landlord's representative, any:
- 10.2.1     keys;
- 10.2.2     security devices and cards;
- 10.2.3     passes; and
- 10.2.4     similar items,
- that are required to gain full access to the Property and each and every part of it and all duplicates and spares of them.
- 10.3     On completion of the Surrender, the Tenant shall disclose to the Landlord, or the Landlord's representative, all security and similar codes or passwords to enable the Landlord to gain full access to the Property and each and every part of it.

- 10.4 The Landlord shall not be entitled to regain occupation of the Property until the Surrender is completed, save in accordance with the terms of the Lease or this Agreement.

## **11 Cancellation of HMLR entries**

- 11.1 The Landlord shall apply following completion of the Surrender, to HMLR for:
- 11.1.1 any notice of the Lease to be cancelled;
  - 11.1.2 the registration of any easements or rights granted by or over, or reserved out of, the Lease to be cancelled; and
  - 11.1.3 the registered title to the Lease to be closed.
- 11.2 The Tenant shall, within five working days of any written request from the Landlord, supply the Landlord with all further documents and information required in relation with any requisition raised by HMLR in connection with the applications referred to in this clause.

## **12 VAT**

- 12.1 Each amount stated to be payable under or pursuant to this Agreement is exclusive of VAT (if any).
- 12.2 If any VAT is chargeable on any supply made by one party to the other party under or pursuant to this Agreement, the paying party shall pay to the other party an amount equal to that VAT.
- 12.3 Condition 2 does not apply to this Agreement.

## **13 Notices**

- 13.1 Any notice given under this Agreement must be in writing and any notice shall be properly served if addressed to the party on whom it is served at that party's address shown in the Agreement and delivered personally or sent by recorded delivery post.
- 13.2 A copy of any notice served shall also be sent to the intended recipient's solicitors (quoting their reference) being:
- 13.2.1 (in the case of the Landlord) Mills & Reeve LLP of Botanic House, 100 Hills Road, Cambridge CB2 1PH (ref: CDJH/4033584-0138); and
  - 13.2.2 (in the case of the Tenant) Cambridgeshire and Peterborough Combined Authority Legal Department, Incubator 2, The Boulevard, Enterprise Campus, Alconbury Weald, Huntingdon PE28 4XA (ref: Peter Geach).
- 13.3 Any notice or document given or delivered in accordance with clause 13.1 and clause 13.2 shall be deemed to have been received:
- 13.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice shall be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice shall be deemed to have been received at 9.00 am on the next working day; or

- 13.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 13.4 In proving delivery of a notice or document, it shall be sufficient to prove that:
- 13.4.1 a delivery receipt was signed or that the notice or document was left at the address; or
- 13.4.2 the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service.
- 13.5 A notice or document required to be given under this Agreement shall not be validly given if sent by email.
- 13.6 Condition 1.3 does not apply to this Agreement.
- 13.7 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### **14 Consequences of termination**

- 14.1 If this Agreement is terminated in accordance with Condition 10.1(b), 10.5.1 or 10.6.1:
- 14.1.1 this Agreement shall be terminated with immediate effect from the date of the notice to terminate and none of the parties shall have any further rights or obligations under this Agreement except for:
- (i) the rights of any party in respect of any earlier breach of this Agreement;
- (ii) the obligations in clause 14 and clause 11 which shall continue in force notwithstanding the termination or rescission of this Agreement; and
- 14.1.2 the parties shall return any documents they have received from another party.
- 14.2 Condition 10.2 is varied to read: "if either party rescinds the contract, clause 19.1 shall apply."
- 14.3 Condition 10.5.1 is varied to read: "If the buyer fails to complete in accordance with a notice to complete, the seller may rescind the contract, and if it does so clause 19.1 shall apply."
- 14.4 Condition 10.6.1 is varied to read: "If the seller fails to complete in accordance with a notice to complete, the buyer may rescind the contract, and if it does so clause 19.1 shall apply."
- 14.5 Conditions 10.5.2, 10.5.3, 10.6.2 and 10.6.3 do not apply to this Agreement.



**15     Entire agreement**

- 15.1   This Agreement constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

**16     Third party rights**

- 16.1   A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 16.2   Condition 1.5 does not apply to this Agreement.

**17     Joint and several liability**

- 17.1   Where the Landlord comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Landlord arising under this Agreement. The Tenant may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 17.2   Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this Agreement. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 17.3   Condition 1.2 does not apply to this Agreement.

**18     Governing law**

- 18.1   This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**19     Jurisdiction**

- 19.1   Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Signed by for and on behalf of  
**URBAN&CIVIC ALCONBURY  
LIMITED**

.....  
Director

Signed by for and on behalf of  
**CAMBRIDGESHIRE AND  
PETERBOROUGH COMBINED  
AUTHORITY**

.....

**Agreed form of Deed of  
Surrender**



<b>CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY BOARD</b>	<b>AGENDA ITEM No: n/a</b>
<b>03 JUNE 2020</b>	<b>PUBLIC REPORT</b>

## **EMERGENCY ACTIVE TRAVEL: ADVANCE PAYMENTS TO HIGHWAYS AUTHORITIES**

### **1.0 PURPOSE**

- 1.1. The Board is asked to note the emergency work the Combined Authority is leading on active travel, and to agree payment of the Combined Authority's full allocation under the Emergency Active Travel Fund to the two Highways Authorities in advance of the Authority's receiving the full payment from the government.

<b><u>DECISION REQUIRED</u></b>	
<b>Lead Member:</b>	<b>Mayor James Palmer</b>
<b>Lead Officer:</b>	<b>Paul Raynes, Director of Delivery and Strategy</b>
<b>Forward Plan Ref: KD2020/053</b>	<b>Key Decision: Yes</b>
<p>The Combined Authority Board is recommended to:</p> <ul style="list-style-type: none"> <li>(a) Note and endorse the programme of work under way on temporary active travel measures;</li> <li>(b) Agree payments of £2,093,346 to Cambridgeshire County Council and £781,654 to Peterborough City Council as local allocations under the Emergency Active Travel Fund;</li> <li>(c) Agree that the payments can be made in advance of the Combined Authority receiving full payment from the Department for Transport.</li> </ul>	<p><b>Voting arrangements</b></p> <p>A vote in favour by two thirds of all Members (or their Substitutes) appointed by the Constituent Councils to include the Members appointed by Cambridgeshire County Council and Peterborough City Council, or their Substitutes</p>

### **2.0 BACKGROUND**

2.1 As the economy restarts with the gradual relaxation of the Covid-19 lockdown period, there is expected to be a rapid recovery in the number of journeys to work and school. At 27 May, traffic flows across the Combined Authority area had already recovered to nearly two-thirds of pre-lockdown levels. Fewer journeys than previously will be possible by public transport because social distancing measures reduce capacity on buses and trains. In order to avoid an excessive rise in journeys made by private car, which would damage the Authority's LTP objectives for carbon reduction, air quality and congestion, increased measures to encourage active travel (walking and cycling in particular) are needed.

2.2 The Mayor wrote to the Prime Minister on 7 May 2020 proposing a package of active travel measures developed by the two Highways Authorities, in consultation with community transport groups, at the Mayor's request. The government announced on 9 May that £250 million would be made available nationally to fund active travel measures. Detailed funding allocations were promised by Ministers soon.

2.3 With the expectation that the relaxation of lockdown and the reopening of town centres would take place in early June, the Highways Authorities agreed at the Mayor's request to begin to implement the most short-term and least costly measures without waiting for the detailed funding allocations from government. This means that councils facing a wide range of financial challenges as the result of Covid-19 have been working at risk to implement those schemes.

2.4 In the week commencing 24 May 2020, Cambridgeshire County Council has deployed five temporary cycle lanes at locations in Cambridge and Milton. Further measures across the Combined Authority area are in preparation.

2.5 The detailed funding allocations were made available by the Department for Transport on 27 May. The government plans to pay grant in two tranches. The CA will receive £575,000 immediately and the balance of a total of £2.875 million later in the summer.

2.6 The transport restart is under way now. The Highways Authorities are working now, at financial risk, to support it with active travel measures at the Combined Authority's request. The Mayor therefore proposes passing not just the immediate allocation, but the full sum allocated by the government for active travel to the two councils immediately. That requires a decision of the Combined Authority to provide that cashflow support from its reserves in anticipation of the remaining government funding being transferred later in the summer.

2.7 The implementation of the package of active travel measures will be monitored by the Transport Restart Group, which is a sub-group of the Recovery Group within the Covid-19 resilience arrangements for Cambridgeshire and Peterborough. This group, which is chaired by the Combined Authority, brings together the Transport and

Highways Authorities, public transport operators, police and public health officers, among others.

## **SIGNIFICANT IMPLICATIONS**

### **3.0 FINANCIAL IMPLICATIONS**

- 3.1. The Department for Transport's letter of 27 May to Combined Authority Transport Officers about the Emergency Active Travel Fund made an initial allocation to Cambridgeshire and Peterborough from Tranche 1 of the Fund of £575,000. The implied full allocation to this Authority is £2.875 million.
- 3.2. The funding has been allocated by the government using a formula based on census data for public transport use by adults. It is proposed that this same approach be used to allocate the funding between the two Highways Authorities. The figures that result are set out in the table below.

	No. of people who travel to work via public transport per census data	%	Share of total allocation	Share of initial allocation	Share of remaining allocation
Cambridgeshire	23819	72.81%	<b>£2,093,345.92</b>	£418,669.18	£1,674,676.74
Peterborough	8894	27.19%	<b>£781,654.08</b>	£156,330.82	£625,323.26

3.3 In paying the whole amount now to the Local Highways Authorities, the Combined Authority will be drawing on its cash balances. The S73 Officer has assessed the risks this involves and considers them acceptable. Although the government's 27 May letter provides a high degree of certainty about the amounts involved, there is a risk to the funding: in order to successfully claim the first tranche of grant, a delivery plan must be submitted to DfT by 5 June and the schemes funded by the first tranche must be delivered by the end of June; failure on this front is conceivably likely to put the second tranche in question, too; however, an outline delivery plan already exists and by the time of the Board meeting officers will be able to confirm whether this grant condition is likely to be met.

3.4 To mitigate this risk the funding will be granted to the Local Highways Authorities with the condition that they must deliver the active travel schemes in a

way which complies with any deadlines and other conditions set in the DfT's grant determination to the Combined Authority. This reduces the risk to the Combined Authority as grant would be reclaimable if the conditions are not met, and thus DfT do not make the balancing payment.

#### **4.0 LEGAL IMPLICATIONS**

4.1. Funding will be provided by way of grant funding agreements.

#### **5.0 OTHER SIGNIFICANT IMPLICATIONS**

5.1 None.

#### **6.0 APPENDICES**

6.1 None.

<b><u>Source Documents</u></b>	<b><u>Location</u></b>
None	

**TO THE CHAIR OF THE CAMBRIDGESHIRE AND PETERBOROUGH COMBINED  
AUTHORITY'S OVERVIEW AND SCRUTINY COMMITTEE**

**THE COMBINED AUTHORITIES (OVERVIEW AND SCRUTINY COMMITTEES, ACCESS  
TO INFORMATION AND AUDIT COMMITTEES) ORDER 2017**

**NOTICE OF USE OF SPECIAL URGENCY PROCEDURE**

**APPROVAL OF EMERGENCY ACTIVE TRAVEL FUND**

The Combined Authority intends to make a Key Decision at its meeting on 3rd June 2020 for which 28 days' notice has not been given and which has not previously been published on the Combined Authority's Forward Plan of Key Decisions as required by Article 11 of the Combined Authorities (Overview and Scrutiny Committees, Access to Information and Audit Committees) Order 2017.

"Key Decision" means a decision, which in the view of the Overview and Scrutiny Committee for the Combined Authority is likely—

(i) to result in the Combined Authority or the mayor incurring significant expenditure, or the making of significant savings, having regard to the combined authority's budget for the service or function to which the decision relates; or

(ii) to be significant in terms of its effects on persons living or working in an area comprising two or more wards or electoral divisions in the area of the combined authority;

The agenda for the meeting of the Combined Authority Board on 3 June 2020 was published on 26 May 2020. In these circumstances, the Special Urgency procedure set out in the Order applies and the Key Decision may only be made if the Chair of the Overview & Scrutiny Committee agrees that the making of the decision is urgent and cannot reasonably be deferred.

The Key Decision relates to the provision by the CPCA of up to £2.87m in funding for a package of active travel measures following a request by Cambridgeshire County Council and Peterborough City Council, the highway authority constituent councils within the Combined Authority.

Active travel measures are considered to be crucial steps to support economic recovery which will occur in a context of social distancing constraints affecting public transport which is expected to create pressures for increased private car journeys. Active travel measures seek to encourage safe and effective alternatives (walking and cycling in particular) and thereby support the Combined Authority LTP objectives for carbon reduction, air quality improvement, and a reduction of congestion.

Detailed funding allocations were made by government on 27 May 2020, with an initial payment of £575,000 payable immediately, and a further payment to a balance of £2.87m payable later in the summer.

The proposal will be for the Combined Authority to allocate funding prior to the payment of the balance to support the highways authorities who face a wide range of financial challenges as a result of Covid-19, and would otherwise face additional financial risk on these scheme, in the expectation that the CA would have access to government funding soon.



The urgency of the decision arises from these reasons. Without the opportunity to consider the matter at the Combined Authority Board meeting on 3 June 2020, there is a risk that time-critical support is not given and that the Covid-19 economic and transport recovery is adversely affected.

The Chair of the Combined Authority's Overview and Scrutiny Committee has agreed that the making of the decision is urgent and cannot reasonably be deferred.

The Order requires that as soon as reasonably practicable after the agreement of the Chair of Overview & Scrutiny Committee has been obtained that the making of the decision is urgent and cannot reasonably be deferred, a notice must be—

- (a) made available to the public at the offices of the Combined Authority setting out the reasons why the meeting is urgent and cannot reasonably be deferred; and,
- (b) published on the Combined Authority's website

This document is the required notice.

Robert Parkin

Monitoring Officer

Cambridgeshire and Peterborough Combined Authority

29 May 2020