

Requirement to sign an exclusivity agreement for the purchase of Okeford Fitzpaine Primary School - A DECISION PAPER FOR OKEFORD FITZPAINE PARISH COUNCIL

Cllr Rachael Rowe

1. Summary

- 1.1 This paper gives a summary of the current position with Okeford Fitzpaine Primary School, and the recent request from the Salisbury Diocesan Board of Education to sign an exclusivity agreement for the purchase.
- 1.2 The parish council is required to make a decision to proceed or not with the agreement.
- 1.3 The next steps in the process are outlined.

2. Background and timeline

- 2.1 Okeford Fitzpaine Primary School closed in July 2022. Children have since attended Shillingstone School. In March 2023, the parish council submitted a request for an asset of community value on the building which was rejected by Dorset Council.
- 2.2 Parish councillors met with representatives of Salisbury Diocese on 14 August to walk the premises. A further meeting with Dorset Council on 21 August clarified the additional work required to strengthen the ACV bid which included more detail about viability at five years and the need to engage more fully with the diocese.
- 2.3 On 31 August 2023, parish councillors had a productive meeting with Salisbury Diocese and were given support to proceed with a bid to buy the school premises at market value. This would either be direct or as an asset of community value. A six month period from the 5th September 23 to find the funds was agreed.
- 2.4 In November 2023, the Diocesan Board of Education requested a further meeting with the parish council to discuss their requirements for an exclusivity agreement for purchase.

3. Key Issues from the 15th November meeting

- 3.1 Giles Pugh and Olivia Evans represented Salisbury Diocese. Cllrs Rowe and Jay represented Okeford Fitzpaine Parish Council.
- 3.2 Minutes of the meeting remain outstanding, however the Diocese presented an exclusivity agreement for the parish council to sign as part of their standard process.
- 3.3 As a parish council, once the document is signed, the timeline for purchase of the building would begin from December 5th 2023 for six months.
- 3.4 The diocese require a non refundable deposit of £5000 upfront to enter their exclusivity agreement. This was not mentioned in the September meeting. Should the parish council decide to

withdraw from the purchase within three months, the deposit will be returned and the building will be sold on the open market. If the building is purchased from the parish council the deposit would be taken into account with the final balance. However, if the parish council decide to withdraw between 4-6 months, the money would not be refunded.

3.5 In addition, the diocese do not wish to see any further applications for an asset of community value on the building. If the parish council subsequently sell the premises, the diocese require a share of any profit made.

3.6 The diocese also informed us that an old deed they believed to have a reversion clause on it does not in fact have that detail. The implications for this are that when the premises are sold the funds will be allocated to a generic Church of England schools budget and not specifically Shillingstone School.

3.7 Details of energy bills and maintenance costs have been requested from the diocese in line with the feasibility study.

4. Risks

4.1 We have been advised to get the document legally appraised before signing. However, attempts to find a solicitor with the capacity to do the work in the time frame have not been successful, largely due to capacity.

4.2 Purchase of the school building is dependent on having access to the playing field. If this is not agreed by the Secretary of State, the parish council could lose the deposit.

4.3 Surveyor, conveyancing, and legal fees also need to be met to continue to do due diligence prior to purchase. This means that up to £10,000 of public money may need to be used prior to the feasibility study drawing to a conclusion.

4.4 The revised timeline will be impacted by town and parish council elections in 2024 which could affect decisions and deadlines.

5. Next Steps

5.1 Okeford Fitzpaine Parish Council is asked to support the following proposals:

5.2 To agree to the exclusivity agreement including the non refundable deposit.

5.3 To request additional time from Salisbury Diocese to appoint a solicitor to the project and to highlight the implications of the election.

Rachael Rowe

29 Nov 23

Appendix 1

| STAGE ONE: FEASIBILITY PHASE TIMELINE | | |
|---------------------------------------|---|----------|
| Month | Actions | Comments |
| Dec 23 | <p>Decision on whether to proceed to sign an exclusivity agreement to buy and move to feasibility phase.</p> <p>Meeting with community interest companies to share knowledge and experience.</p> <p>Core working group established.</p> <p>Survey and searches commence.</p> <p>Grants searches continue.</p> <p>Section 106 funds requested.</p> | |
| Jan 24 | <p>Meeting with community interest companies to share knowledge and experience.</p> <p>Community interest company formed.</p> <p>Communication to all parishioners in Fippenny News.</p> <p>Open event in parish</p> | |
| Feb 24 | <p>Fundraising.</p> <p>Open events in parish</p> | |
| Mar 24 | <p>Business case developed for Mar PC meeting based on intelligence from surveys and funding progress.</p> <p>Fundraising.</p> <p>Review of progress against funding trajectory.</p> | |
| Apr 24 | <p>Fundraising</p> <p>Election may impact project</p> | |
| May 24 | <p>Election</p> | |
| Jun 24 | <p>Decision by parish council on whether to proceed with the purchase or refer to diocese for an open market sale.</p> <p>Deadline 5 March.</p> | |