

BARNSELY METROPOLITAN BOROUGH COUNCIL

This matter is not a Key Decision within the Council's definition and has not been included in the relevant Forward Plan

**Report of the Executive Director
Core Services**

COMMUNITY ASSET TRANSFER; LAND AT DONCASTER ROAD RECREATION GROUND GRANT OF A 25 YEAR LEASE BY THE COUNCIL TO DEARNE & DISTRICT JUNIOR FOOTBALL CLUB

1. Purpose of Report

- 1.1 The purpose of the report is to consider the grant of a 25-year lease of an area of land at Doncaster Road Recreation Ground, shown edged black on the attached plan, by the Council to Dearne & District Junior Football Club to enable the club to attract external funding to invest in the facility and to finance the refurbishment of the existing changing rooms building.

2. Recommendations

- 2.1 That subject to terms being agreed, the Council in its capacity as leaseholder of the Doncaster Road Recreation Ground approves the grant of a 25 year sub-lease of a section of the land to Dearne & District Junior Football Club.
- 2.2 That the Service Director Assets be authorised to finalise Heads of Terms for the proposed 25 year lease.
- 2.3 That the Executive Director of Core Services be authorised to complete the lease to Dearne & District Junior Football Club. The grant will be in accordance with Local Government Act 1972, but at less than best consideration based on the delivery of local social economic and environmental wellbeing powers as introduced by the Local Government Act 2000 and the General Disposal Consent (England) 2003.

3. Introduction

- 3.1 The Council are tenants of the land known as Doncaster Road Recreation Ground by way of a 999-year peppercorn lease from the estate of Charles Lindsay Viscount Halifax, dated 13th March 1907. The lease was granted to secure the long-term provision of public recreational space for the benefit of the inhabitants of Bolton-upon-Dearne.

- 3.2 The Recreation Ground is a large expanse of maintained grass land containing a football pitch, a play area, and a detached sports changing room building situated on the southern boundary. D&DJFC currently use the football pitch for training and matches and occupy the changing rooms through a licence agreement with the Council. Park Services maintain the land, although representatives of D&DJFC regularly cut the grass and pick up litter in an informal capacity.
- 3.3 D&DJFC recently registered as a Community Amateur Sports Club and have been in operation for over thirty years. They are staffed exclusively by volunteers who ensure the club's adherence to both the Football Association's regulations and its own constitution. They currently have 13 boys and girls teams in competition over a range of junior age groups.
- 3.4 The changing room facility on site is a single-storey prefabricated building serving the neighbouring football pitch. The building is usable but lacks designated female and referees changing rooms / showers necessary for the level of Football Association accreditation sought by D&DJFC. The club have proposed the facility is refurbished to bring it up-to-date with relevant FA regulation.
- 3.5 Under the terms of the 1907 lease, landlord's consent to sub-let is not necessarily required, subject to the sub-tenant continuing to meet the objectives of the original grant. That being said, Asset Management are in receipt of notification of the landlord's approval in principle for the sublease with a peppercorn rent, to go ahead and have been assured by Legal Services that D&DJFC's proposed use of the land is in-line with the permitted use as detailed in the head lease.

4.0 Proposal and Justification

- 4.1 It is proposed that the Council approve the granting of a 25 year lease at a peppercorn rent of a section of land at Doncaster Road Recreation Ground to Dearne & District Junior Football Club at less than best consideration in-line with powers as introduced by the Local Government Act 2000 and the General Disposal Consent (England) 2003.
- 4.2 The terms of the lease will make the tenants responsible for maintenance and repairs to the land and the existing changing room building, along with all outgoing costs and utilities. The Council will continue to insure the changing rooms but recharge the premium to the tenant.
- 4.3 The proposed lease will contain a landlord and tenant break clause, subject to 6-months' written notice. This will provide a degree of flexibility ensuring the Club can terminate the agreement if the management of the site becomes too onerous and allows the Council to take occupation in the event of continued and material tenant breach.
- 4.4 The proposal is in line with the Council's Community Asset Transfer Policy (Cab 30.1.2013.6.3).

- 4.5 The proposed changing room refurbishment project will enable D&DJFC to protect the use of the building and the pitches as a site for local sporting competition and recreation in the long-term. The continuation of a junior football club in this location is an important factor in ensuring community wellbeing, not just in terms of the provision an accessible sports organisation for young people, but also in the availability of social interaction and community events for the parents and carers of the attending children.
- 4.6 Community groups or charities with observable vested interests in property are more likely to receive funding from external parties for the purposes of investment or refurbishment of the facilities provided. The proposed lease would allow D&DJFC to finance the proposed refurbishment of the changing rooms, and provide confidence in the club's long term ability to sustain itself financially.

5. Consideration of Alternative Approaches

- 5.1 If the proposal is not approved, D&DJFC would not be in a position to undertake the required works to the changing room building and would risk losing their FA accreditation due to inadequate facilities, bringing the continued existence of the club into question. Even if they were able to secure the funds for this particular project themselves, any future application for external funding would be hampered by the club's lack of a permanent interest in the site.
- 5.2 The direct transfer of the freehold of the land to D&DJFC is not possible due to the Council only holding a leasehold interest.
- 5.3 Part-assignment of the Council's leasehold interest to the club would not be advisable as this would relinquish any Council jurisdiction over management of the land transferred; in the event that D&DJFC were to use the land inappropriately or disband altogether, the Council would not be able to protect the continued use of the land for public recreation.

6 Impact on Local People

- 6.1 The proposal would ensure the continued involvement, inclusion and empowerment of a third-sector sporting organisation in the local community. It would also provide a sustainable location for the provision of sport for young people, including a social hub for parents and carers of the participating children.
- 6.2 Central to D&DJFC structure is the continued involvement of members after junior competition ends, with the club's mission statement encouraging former players to take up coaching or administrative roles. The proposed lease would provide a long-term stability that would only serve to boost long-term participation and thus increase social investment in the community.

7. Financial Implications

- 7.1 The grant of a 25 year lease to D&DJFC will ensure that the pitches and changing room building are maintained to a good standard. D&DJFC will be responsible for maintaining the asset thus reducing the Council's maintenance costs.
- 7.2 Under reports previously submitted and approved by Cabinet, Asset Disposal Programme (2013-2018) ref Cab.12.03.2014.13 and Community Asset Transfer Policy ref Cab.30.1.2013/6.3, these reports stated that any land or property leased out by the Council should be at a market rent, unless otherwise specifically agreed by Cabinet, and that in the case of offering land or property for rent or lease at a lower market value, the anticipated socio-economic benefits are taken into consideration.
- 7.3 The grant of a 25 year lease will allow D&DJFC to make applications for funds to support their operation and funds towards the land and premises that the Council is unable to access.
- 7.4 The proposal to award the lease at a peppercorn rent ensures the best use of the asset and will have significant benefits to the local community as outline within section 6 of this report.
- 7.5 D&DJFC will pay the councils reasonable legal and surveyors fees in respect of the lease.
- 7.6 There are no undue VAT implications arising as a result of this report.
- 7.7 For the purpose of IFRS the lease will be classified as an operating lease.
- 7.8 As a result of the above there are no direct financial implications associated with this proposal.

8. Employee implications

- 8.1 There are no implications for BMBC employees as a result of this recommendation

9. Communications implications

- 9.1 There are no communications implications for BMBC as a result of this recommendation.

10. Consultations

- 10.1 Local ward members have been consulted on the proposed lease and support the proposals as detailed in this report.
- 10.2 The Service Director Stronger, Safer & Healthier Communities (Parks Services) support the grant of a 25 year lease.

- 10.3 Financial Services Manager and the Insurance and Taxation Manager on behalf of the Director of Core Services has been consulted and details are shown in paragraph 7 of the report.
- 10.4 Legal Services have also been consulted in the creation of this report in respect to the grant of a lease of public open space.

11. The Corporate Plan and The Council's Performance Management Framework

- 11.1 D&DJFC's mission statement emphasises the importance of community involvement and highlights the club's responsibility to "meet the ever changing requirements of the local community"; the lease grant is in alignment with the continuing development, consolidation and expansion of community resources as detailed in the Council's Corporate Plan.

12. Promoting Equality and Diversity and Social Inclusion

- 12.1 As written in D&DJFC's constitution, membership is open to "anyone in the community that has an interest in football regardless of age, sex, disability, ethnicity, sexual orientation, religion or other beliefs"; the lease grant would establish a sustainable platform from which the club would continue to provide sports and recreation accessible to all.
- 12.2 Safeguarding the future of D&DJFC in the short-term would also improve the participating children's prospects for establishing and maintaining social relationships outside the environments of school or home. There are no foreseeable negative effects arising from this report.

13. Tackling the Impact of Poverty

- 13.1 Childhood participation in group sports and recreation can improve, not only the participant's physical and psychological well-being, but also their social skills and self-esteem, making them more likely to succeed in education and employment in the future.
- 13.2 Longer-term, the sustainable and continued presence of a junior football club in the community will increase communication and connectivity with local schools and academies for mutual academic benefit.

14. Tackling Health Inequalities

- 14.1 The lease grant will allow the continuation of D&DJFC's provision of regular exercise for the participating children, directly tackling the issue of childhood obesity. Moreover, by establishing an interest in the property, D&DJFC have an opportunity to safeguard their future in this location, ensuring the provision of regular exercise is accessible to subsequent generations.

14.2 The terms of the lease will transfer the responsibility for the land's maintenance onto the tenant. It is evident the club is able to maintain the land to a higher standard than the Council is, at present, able to achieve. By increasing the attractiveness of the site, it is likely the land will be used more often by members of the public for exercise and recreation, benefitting the wider population in addition to the club's membership.

15. Reduction of Crime and Disorder

15.1 Vacant or under used buildings and land can attract vandalism and unauthorised uses such as fly-tipping, substance abuse, and other anti-social behaviour. The proposed transfer will keep the land and changing room building in use, helping to prevent such problems.

15.2 The sustainable provision of football training and matches will provide a welcome distraction to young people who may otherwise feel compelled to commit crime or engage in anti-social behaviour.

16. Risk Management Considerations

16.1 The granting of a lease to D&DJFC should see continued use and investment in the recreation ground, keeping the asset at the heart of the community and in a productive use for the benefit of the local population. That being said, it is possible during the 25 year term that the Club disbands, either through financial hardships or possible changing priorities of the personnel.

16.2 To mitigate this, the lease will include both landlord and tenant break clauses, allowing both parties to terminate the agreement subject to 6 month's written notice. This will ensure that the Club is not entering into an agreement that is potentially too onerous to fulfil and will give the council the opportunity to terminate the agreement in the event that the tenants breach the terms of the lease.

16.3 The land is leased to the Council to preserve its purpose as a public recreation ground, for the benefit of, and accessible to, all local inhabitants. By entering into a sub-lease of this land, the Council is reducing its ability to ensure this use of the land is protected and risks the tenant using the land in an inappropriate manner or preventing public access to an entirety, or a section, of the land transferred.

16.4 The lease will include a tenant covenant stipulating the land is to remain open for public recreation throughout the duration of the term, excluding land that is currently the site of the changing room building. In addition, the lease will only allow the tenant to use the land for the provision of football matches, training, or associated activities. These restrictions will ensure the site continues to be used in a manner consistent with the terms outlined in the head lease.

17. Health, Safety and Emergency Resilience Issues

17.1 The proposal to lease the property will be carried out giving full considerations to current Health and Safety legislation.

18. Compatibility with European Convention on Human Rights

18.1 This report recognises the promotion and importance of equality, diversity and human rights for all members of the local community and the wider borough.

19. Conservation of Biodiversity

19.1 There are no issues arising from this report.

20. Glossary

21.1 CASC - Community Amateur Sporting Association

21. List of appendices

21.1 Appendix A – Site Plan

22. Background Papers

22.1 Correspondence regarding this matter is held on the files in Asset Management – not available for inspection, contains exempt information.

If you would like to inspect background papers for this report, please email governance@barnsley.gov.uk so that appropriate arrangements can be made

Officer Contact: Tim Hartley

Financial Implications/Consultation



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(To be signed by senior Financial Services officer where no financial implications)