

## **BARNSELY METROPOLITAN BOROUGH COUNCIL**

**This 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 – Place**

### **GRANT OF 10-YEAR LEASE OF ELMHIRST PLAYING FIELDS TO HOYLAND COMMON FALCONS JUNIOR FOOTBALL CLUB**

#### **1. Purpose of report**

- 1.1 The purpose of this report is for the Council to consider granting a 10-year lease of Elmhirst Playing Fields.
- 1.2 The lease will be granted to Hoyland Common Falcons Junior Football Club (HCFJFC), allowing them to attract Football Foundation funding to improve the condition of the onsite pitches.
- 1.3 The proposed leased area is shown edged black on the attached plan (Appendix B).

#### **2. Recommendations**

- 2.1 **That the Council as freehold owner of the Elmhirst Playing Fields approves the grant of a 10-year lease to HCFJFC.**
- 2.2 **That the Corporate Asset Manager be authorised to finalise Heads of Terms for the proposed 10-year lease.**
- 2.3 **That the Service Director Legal Services be authorised to complete the 10-year lease, subject to the necessary consents being achieved.**

#### **3. Introduction**

- 3.1 The Council owns the freehold of the site of the former Elmhirst School, off Ardsley Road, Worsbrough. The playing fields along with a small car park (originally the tennis court to the school) amount to approximately 20.5 acres.
- 3.2 Since the demolition of the school in 2009, HCFJFC have occupied the playing fields by way of season-to-season hire agreements granted by Park Services. Under this arrangement the club pay an annual hire charge, with the Council undertaking standard maintenance of the pitches.

- 3.3 HCFJFC were established in 1979 and are a registered CASC. Entirely staffed by volunteers, the club provide football matches, training and coaching to over 140 local children, in addition to hosting South Yorkshire's largest annual junior football tournament. They have been credited by the FA as a Charter Standard Development Club since 2015.
- 3.4 In 2013, Section 106 funding provided for a small prefabricated toilet/changing block on site. The facility is let to the club by the Council on a rolling tenancy agreement.
- 3.5 HCFJFC have made an application to the Football Foundation to access grant funding to improve the condition of the site's pitches. The available funding is part of the Football Foundation's "Grass Pitch Revolution" scheme and is structured as follows:
1. A preliminary pitch assessment is undertaken by the relevant branch of the FA to determine the current standard of the pitches on site.
  2. The resulting report recommends specific improvement works and planned maintenance to be completed over a 10-year period.
  3. The club receive funding to help finance the works as detailed in the assessment report.

The Sheffield & County FA have completed a pitch assessment of the playing fields at the Elmhirst site as a result of HCFJFC's application and recommended:

- The club purchase a tractor and combination tool to allow them to undertake regular maintenance of the pitches including mowing, line-marking, aeration, decompaction, turf nutrition, seeding, and top-dressing.
- The club employ a private contractor to undertake works the club cannot complete themselves including scarification and weeds/pest control.

The proposed funding would assist the club meet the costs of the recommendations listed above.

- 3.6 In order to secure the funding from the Football Foundation, HCFJFC require a demonstrable interest in the land for the duration of the recommended improvement works, in this case 10 years.

#### **4. Proposal and justification**

- 4.1 It is proposed the Council approve the grant of a 10-year lease of the Elmhirst Playing Fields to HCFJFC. As the proposed leased area includes the prefabricated changing facility, the existing rolling tenancy will be surrendered on commencement of the 10-year lease.
- 4.2 The proposed lease terms stipulate that HCFJFC will become responsible for all maintenance and outgoings associated with the land from the date of commencement. The rent will be a nominal sum to help ensure the club are

not unduly financially burdened.

- 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 retake occupation in the event of tenant breach.
- 4.4 The proposal will enable HCFJFC to protect the use of the pitches as a site for local sporting activities and competition 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.
- 4.5 Community groups or charities with observable vested interests in property are more likely to receive funding from external parties. The proposed lease would allow HCFJFC to finance the proposed improvement of the pitches and provide confidence in the club's long-term ability to sustain itself financially.

## **5. Consideration of alternative approaches**

- 5.1 If a lease is not granted, HCFJFC would not be able to access the Football Foundation funding to improve the pitches. It is likely that the condition of the playing fields would deteriorate over time, reducing the number of playable pitches on the site. This would have a negative impact on the club's development, as well as the provision of junior football in the area.
- 5.2 Even if the club were able to meet the costs of the works themselves, without a lease any future application for external funding would be hampered by the club's lack of a permanent interest in the site.
- 5.3 Transferring the freehold of the land to the club would not be advisable as this would relinquish any Council jurisdiction over management of the transferred land.

## **6. Impact on local people**

- 6.1 The proposal would help ensure the existing involvement, inclusion and empowerment of a third-sector sporting organisation in the local community continues for the foreseeable future. In addition, the improved condition of the onsite football pitches will provide a better playing surface for the attending children.

## **7. Financial Implications**

- 7.1 Consultations on the financial implications have taken place with representatives of the Service Director – Finance (S151 Officer).

- 7.2 This proposal is to grant a ten-year lease for the land at the former Elmhirst School Site to HCFJFC.
- 7.3 Under the current arrangements, HCFJFC rents the football pitches on an annual basis to which the Council receives rental income totalling approximately £1,000 p.a. The current arrangements also dictate that the Council have responsibility for the maintenance and upkeep of the site which approximately costs the Council the same as the level of income received. i.e. approximately £1,000 p.a.
- 7.4 On the basis that this proposal is approved, the Council will relinquish the income that it receives from the hire of the football pitches, but equally would no longer have the maintenance obligations on the site, which from a Council perspective, would result in no financial impact.
- 7.5 Should the need arise, there is a 6 month break clause included within the lease that can be activated [by either party] which would see the Council regain control of the site. This provides some flexibility in redeeming control of the land if the situation arose.
- 7.6 In terms of potential future development, this site is subject to planning constraints in terms of provision of playing fields. Therefore, there are no implications of granting a longer term lease from the perspective of any issues impacting on any future development.
- 7.7 The financial implications to this report are summarised in the attached Appendix A.

## **8. Employee implications**

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

## **9. Communications implications**

- 9.1 There are no communications implications as a result of this report.

## **10. Consultations**

- 10.1 A list of stakeholders consulted during the preparation of this report includes
- Core Services (Legal & Financial Services)
  - Environment and Transport (Sport and Active Recreation)
- 10.2 Local ward members have been consulted on the proposed recommendation and support the proposals as detailed within this report.

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

11.1 HCFJFC have demonstrated effective management of the playing fields for the last 10 years, providing regular and accessible football matches and training to local children. The grant of the lease will allow the club's work to continue, an outcome in-line with the continuing development, consolidation, and expansion of community resources detailed in the Council's Corporate Plan.

**12. Promoting equality and diversity and social inclusion**

HCFJFC have identified key objectives as part of their development plan, these include establishing senior teams and more provision for children with disabilities and other under-represented groups. The lease grant will give the club a long-term interest in the site, a vital platform from which they can realise their ambitions of widening local participation.

**13. Tackling the impact of poverty**

13.1 There are no issues arising from this report.

**14. Tackling health inequalities**

14.1 The granting of a lease will allow HCFJFC's provision of regular exercise for local children to continue and develop. Moreover, by reaffirming their long-term interest in the site, the club have an opportunity to safeguard their future in this location, ensuring the provision of regular exercise is accessible to subsequent generations.

**15. Reduction of crime and disorder**

15.1 Failure to grant the lease will increase the risk of the playing fields becoming under-used or vacant. Under-used land can attract vandalism and unauthorised uses such as fly-tipping, substance abuse, and other anti-social behaviour.

15.2 The availability of community and sporting facilities is considered important in reducing crime and disorder, especially amongst younger age groups.

**16. Risk management issues**

16.1 It is possible, during their occupation, HCFJFC are forced to disband, either through financial hardship or the changing priorities of personnel. Additionally, it may be that the club breach the terms of their lease agreement. To reduce potential losses, the lease will include a mutual break clause allowing both parties to terminate the agreement at 6-month notice. Should the break be enacted, the Council would retake possession of the site and assume all maintenance responsibility.

16.2 The pitches are accessed via a track leading through a large area of greenspace immediately adjacent to Ardsley Road. The lease will reserve the right for the Council to redirect the access way should the greenspace be required for any other purpose in the future.

**17. Health, safety and emergency resilience issues**

17.1 There are no direct health and safety implications arising from this report. After the lease is granted, HCFJFC will be responsible for ensuring on site compliance with all health and safety best practice and 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 direct issues arising as a result of this report. The impact on biodiversity of any of the proposed improvement works (paragraph 3.5) will be considered as part of the planning process if necessary.

**20. Glossary**

CASC – Community Amateur Sports Club

**21. List of appendices**

Appendix A: Financial Implications  
Appendix B: Site Plan

**22. Background papers**

Correspondence regarding this matter is held on the files in Property – Estates – not available for inspection, contains exempt information  
If you would like to inspect background papers for this report, please email [governance@barnsley.gov.uk](mailto:governance@barnsley.gov.uk) so that appropriate arrangements can be made.

**Report author:** Tanya Hunter (9th November 2020)