



DECISION ITEM

REPORT OF	MEETING	DATE	ITEM NO
DEVELOPMENT SERVICES DIRECTORATE	TOURISM AND LEISURE COMMITTEE	26 JULY 2018	5
GRANT OF LEASE AT PARK VIEW PLAYING FIELDS TO LYTHAM JUNIORS FC			

PUBLIC ITEM

This item is for consideration in the public part of the meeting.

SUMMARY

This report proposes a twenty five year Lease to be granted to Lytham Juniors Football Club for four playing pitches located on Park View Playing Fields (Queen Elizabeth II Playing Fields) in Lytham, to allow the club to apply for a £260,000 development grant from the Football Foundation for new changing facilities on adjoining land.

RECOMMENDATION

1. That the Committee grants delegated authority to the Director of Development Services in consultation with the Chair of the Tourism and Leisure Committee in approving the draft Lease with Lytham Juniors following the consideration of any objections to this disposal

SUMMARY OF PREVIOUS DECISIONS

Fylde Playing Pitch Strategy and Action Plan May 2016, produced by consultants Knight Kavanagh and Page on behalf of Fylde Council and approved by the Development Management Committee on 15th June 2016 for inclusion in the evidence base of the Local Plan. Part 4 cites as follows:

1. Poor quality and lack of changing facilities is a key issue across the Borough. In particular at Lytham Town FC and to service key sites Park View (no changing)
2. Lytham Town FC aims to progress to Step 7 but is currently restricted as changing facilities do not comply with ground grading requirements.
3. Policy HW3 – “The Council should further explore opportunities where security of tenure could be granted to the clubs playing on these sites (minimum 25 years as recommended by Sport England and NGBs) so the clubs are in a position to apply for external funding to improve the ancillary facilities”.

CORPORATE PRIORITIES

Spending your money in the most efficient way to achieve excellent services (Value for Money)	
Delivering the services that customers expect of an excellent council (Clean and Green)	✓
Working with all partners (Vibrant Economy)	
To make sure Fylde continues to be one of the most desirable places to live (A Great Place to Live)	✓
Promoting Fylde as a great destination to visit (A Great Place to Visit)	✓

REPORT

1. Lytham Juniors currently use four pitches at Park View playing fields officially known as Queen Elizabeth II Playing Fields. These are two 11 vs 11 pitches, one 11 vs 11 pitch for juniors and one 9 vs 9 pitch. Lytham Juniors have been in existence for 35 years and play in the Poulton District Primary League. They have used the pitches at Park View for 12 years. In 2007 the Football Foundation funded a drainage system on the Park View pitches to assist with the sustainability of the Club which has been a success.
2. The Football Foundation has ring fenced £260,000 of grant funding for Lytham Juniors who wish to create fit for purpose changing facilities on adjacent land not owned by the council. At present, no changing facilities are available and players are having to get changed at home prior to games or in cars. In order to provide a new clubhouse, the Club requires a 25 year lease on the pitches as per the criteria set out by the Football Foundation to secure the tenure for the club on the pitches.
3. In 2016 the council commissioned Knight Kavanagh and Page to produce a Fylde Playing Pitch Strategy and Action Plan which was approved by the Development Management Committee on 15th June 2016 for inclusion in the evidence base of the Local Plan. The strategy recognised the difficulty in clubs being able to improve facilities and be able to attract grant funding. The Strategy aims to:
 - a. Provide the evidence base for planning policy within the emerging draft Local Plan;
 - b. Provide a strategic framework for the provision and management of playing pitches in Fylde;
 - c. Support external funding bids and maximise support for improvements to playing pitches;
 - d. Provide the basis for ongoing monitoring and review of the use, distribution, function, quality and accessibility of playing pitches.
4. Part 4 of the strategy states: *Poor quality and lack of changing facilities is a key issue across the Borough. In particular, at Lytham Town FC and to service key sites Park View (no changing).....* Policy HW3 states: *The Council should further explore opportunities where security of tenure could be granted to the clubs playing on these sites (minimum 25 years as recommended by Sport England and NGBs) so the clubs are in a position to apply for external funding to improve the ancillary facilities.*
5. Lytham Juniors have been the only regular football club who have played on the pitches on Park View with the occasional use for tournaments. No other clubs require the use of those pitches. At present the local High School (St Bede's) have occasional use of those pitches and this is an arrangement between them and Lytham Juniors directly.
6. Fylde Council own the land at Park View but it is legally protected in perpetuity as a community green space under the umbrella [Fields in Trust](#). There is a good relationship between Lytham Juniors and Fields in Trust who fully support the grant of a lease.
7. The basis of this twenty five year Lease requested would be to grant exclusive use of the four playing pitches at Park View to Lytham Juniors. The attached lease plan shows in blue the council's overall site boundary, in red the area to be leased to Lytham Juniors, in green the four individual pitches, in black the adjacent site (not owned by the council) upon which the new changing facilities would be constructed. The Council would continue to maintain the pitches including any specialist treatment and line marking. In return the tenant would pay an annual sum of £1,500 to the Council (compared to £665 paid in 2017/18) and reinstate any damage that they cause by inappropriate use of the pitches such as playing when the ground is waterlogged.
8. The current cost to the Council of maintaining these pitches is £7,560 but this will reduce to an estimate of £4,375 p.a. (a saving of £3,185) once the new maintenance regime is implemented under the proposed Lease. The maintenance liability can be reviewed at any time after the first 3 years and it is included in the project plan that Lytham Juniors will in due course take over full responsibility once they have established themselves in the new clubhouse.
9. In addition to securing long term tenure of the football pitches, the Football Foundation also require a "restriction" to be placed on the Council's Legal Title for Park View. This will be limited to the area of the Lease and means that the Council would be unable to dispose of the football pitches without firstly notifying the Foundation and seeking its consent. It is not envisaged that this will hinder the Council in any future dealings with the football pitches and is sympathetic to the dedication of the land to Fields in Trust.

10. The Football Foundation require a minimum of an agreed draft Lease for 25 years to provide comfort to facilitate the grant application. Lytham Juniors have agreed to the draft but at this stage are in the process of forming a legal entity which will be capable of entering into such a contract. It's understood that the Football Foundation are assisting them in this process.
11. Subject to formal Member approval, the draft Lease is required to be submitted to Fields in Trust for their formal approval to dispose of an interest in the land. This is because the Council entered into a Deed of Dedication in 2012, which dedicated the land into perpetuity for the use of the land as public playing fields, recreation ground including a community centre and café. Fields in Trust will also require a formal request to be submitted so that they can grant consent for the Lease to Lytham Juniors – their professional fees will need to be met by the Council.
12. By entering into a Lease with Lytham Juniors the Council would be proposing a disposal of the pitches from public playing pitches to pitches for the exclusive use of the proposed tenant. Section 123(2A) of the Local Government Act 1972 requires the council to advertise its intent to dispose of open spaces and consider any objections received.
13. The Committee are requested to grant delegated authority to the Director of Development Services in consultation with the Chair of the Tourism and Leisure Committee in approving the draft Lease with Lytham Juniors as outlined above following the consideration of any objections to this disposal.

IMPLICATIONS	
Finance	The proposal as described within this report would result in some limited financial implications which can be contained within existing approved revenue budgets should the proposal be approved.
Legal	Section 123(2A) of the Local Government Act 1972: states that a principal council may not dispose...of any land consisting or forming part of an open space unless before disposing of the land they cause notice of their intention to do so, specifying the land in question, to be advertised in two consecutive weeks in a newspaper circulating in the area in which the land is situated, and consider any objections to the proposed disposal which may be made to them.
Community Safety	None arising from this report
Human Rights and Equalities	None arising from this report
Sustainability and Environmental Impact	None arising from this report
Health & Safety and Risk Management	None arising from this report

LEAD AUTHOR	CONTACT DETAILS	DATE
Tim Dixon	Tim.dixon@fylde.gov.uk Tel 01253 658436	13.07.2018

BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
Playing Pitch Strategy	May 2016	Link here

Attached documents

- Appendix 1 - Agreed Heads of Terms 27062018
- Appendix 2 - Lytham Juniors Lease plan 05072018

***THE PROPERTY KNOWN AS FOOTBALL PLAYING PITCHES, PARK VIEW,
LYTHAM ST ANNES***

Lessor	Fylde B.C.
Lessee	Lytham Juniors
Demise	The premises known as Park View Football Playing Pitches, Park View, Lytham St Annes
Term	25 years
Permitted Use	Football playing pitches only
Commencement	Tbc 2018 (subject to Fields in Trust approval)
Rent	£1500 per annum
Rent Reviews	Every 3 years on the anniversary of the lease commencement date, subject to uplift in the RPI over the review period.
Rent Payment dates	Annually in advance
Break Clause	n/a
Alienation	Assignment of the benefit of the lease permitted with consent of FBC, but no sub-letting or granting of Licences to other parties.
Accommodation	Four football playing pitches as identified on the Lease plan.
Alterations	None permitted.
Repair and Maintenance Obligations	Landlord – will undertake the activities listed on the attached Schedule. The maintenance regime will be subject to review every 3 years. Tenant – to maintain the pitches in accordance with FA standards. Not to use the pitches if weather conditions likely to result in damage (confirmation to be sought from FBC Sports Development Officer if in doubt) and FBC will not be liable if damage caused in such manner.
Utilities	n/a
Insurance	
Business Rates/ Statutory Taxation	The tenant will be liable for any statutory taxation as it relates to the playing pitches now or in the future.
Public Liability	Tenant to take out Public Liability Insurance cover to minimum of £5.0 M
Surveyor and Legal Costs	Tenant to contribute to Landlord's professional fees in the sum of £250

Heads of Terms for Lease Subject to Approval & Subject to Contract
Other matters

1. Any guest teams are required to carry their own public liability insurance.
2. Entrances to the park, recreational areas and residential properties must be kept clear at all times and where available car parks must be used. Adequate access for emergency vehicles must be ensured at all times when the pitches are in use.
3. Tenant to indemnify FBC against any claims for loss or damage arising from the use of the football pitches.
4. Teams shall behave at all times in a proper and orderly manner without causing disturbance to or interference with other users of the Park View Playing Fields and nearby households. Players and spectators have the right to watch or play sport free from threat of attack or abuse.
5. Changing in the open is not permitted.
6. Tenant must keep the premises clean and tidy at all times.
7. Tenant must ensure compliance of all relevant Lease terms by any guest teams and their supporters.
8. Any change to the Secretary of the Tenant must be immediately notified to FBC.
9. FBC reserves the right to re-enter the premises for the usual breaches of the Lease, subject to a protection clause in favour of the Football Foundation. FBC also reserve the right to terminate the Lease should the Tenant no longer be a member of the Lancashire Football Association or fail to construct a clubhouse and changing rooms and promote/grow its membership over the term of the Lease in accordance with the agreed business and activity plan.
10. Not to permit any betting or gaming to take place on the Premises.
11. Not to fence off or restrict access to the premises

**Landlord & Tenant
Act 1954**

Excluded from the provisions of the 1954 Landlord and Tenant Act 1954

Tenants Solicitor

TBC

Signed:

Lessor: (Signature)

..... (Print Name)

Lessee: (Signature)

..... (Print Name)

