

BRIDGEND COUNTY BOROUGH COUNCIL

REPORT TO CABINET

18 JANUARY 2022

REPORT OF THE CORPORATE DIRECTOR COMMUNITIES

RENEWAL OF THE LEASE OF THE BRIDGEND CRICKET CLUB CLUBHOUSE AND PAVILION AT NEWBRIDGE FIELDS, BRIDGEND PURSUANT TO SECTION 123(2A) LOCAL GOVERNMENT ACT 1972

1. Purpose of report

- 1.1 The purpose of this report is to consider the inclusion of a small area of additional land, comprising the existing cricket nets, store and a small parcel of land to the rear of the pavilion at Newbridge Fields, Bridgend, as part of the renewal of the lease of the Bridgend Town Cricket Club Clubhouse and Pavilion to the Trustees of Bridgend Town Cricket Club.

2. Connection to corporate well-being objectives/other corporate priorities

- 2.1 This report assists in the achievement of the following corporate well-being objectives under the **Well-being of Future Generations (Wales) Act 2015**:

- **Helping people and communities to be more healthy and resilient** - taking steps to reduce or prevent people from becoming vulnerable or dependent on the Council and its services. Supporting individuals and communities to build resilience, and enable them to develop solutions to have active, healthy and independent lives.
- **Smarter use of resources** – ensure that all resources (financial, physical, ecological, human and technological) are used as effectively and efficiently as possible and support the creation of resources throughout the community that can help to deliver the Council's well-being objectives.

3. Background

- 3.1 Bridgend Town Cricket Club (BTCC) currently occupy their Clubhouse and Pavilion by virtue of a 21 year lease that commenced on the 1st September 1998 at a peppercorn rent. The land included in this lease is shown edged red on the plan attached at **Appendix A**.
- 3.2 The existing lease expired on 31st August 2019 and BTCC is currently holding over under the exact same terms of this expired lease. This lease is not excluded from the security of tenure provisions of the Landlord and Tenant Act 1954 and as a result, the Tenant has the automatic right to renew the lease. The area of land included in this lease extends to some 0.1582 acres (640 square metres).
- 3.3 Under the terms of the lease, BTCC were responsible for the construction of the Clubhouse and Pavilion. This development was partially funded by a Sportlot grant

which required that the changing facilities were made available to other sports clubs during the winter months for winter sports use.

- 3.4 The expired lease, therefore, included a clause that the Tenant was required to *permit the Landlord and any persons authorised by the Landlord at any time except during the months of April to August (inclusive) in every year to use that part of the Premises comprising the changing rooms and showers for the purposes of preparing for and after the playing of sport on the adjoining Newbridge Fields*. Although the Council has been responsible for the hire of the changing rooms and showers for the winter sports use by other sports clubs, this has been undertaken by way of an informal management agreement rather than as expressly set out in the lease.
- 3.5 Initial negotiations for the grant of the renewal lease commenced some time ago and were finalised in late 2019. The as-built building footprint does not exactly correspond with the area of land included in the expired lease, so this needed to be amended. This resulted in a slight increase in the area of land to be leased to BTCC to 0.162 acres (658 square metres).
- 3.6 The agreed terms of the renewal lease contains the similar provisions as per the original expired lease in that the renewal lease reserves a right for the Council and authorised persons to use the changing room facilities outside of the cricket season. The whole clause from the new lease is set out as follows:
- The right for the Landlord and any person or persons authorised by the Landlord at any time, except during the months of May to August (inclusive) in every year of the Contractual Term to hire that part of the Property comprising of the changing rooms and showers for the purposes of preparing for and after the playing of sport in conjunction with their hire of the Landlords retained sports pitches on the adjoining Newbridge Fields.*
- 3.7 It was made clear in the agreed Heads of Terms with BTCC, in relation to the aforementioned reserved right in the renewal lease, that this is meant to protect existing users of the changing room facilities as well as other similar sports clubs and users. The Heads of Terms stated that *'..at the present time, the changing room facilities are regularly used by Bridgend Athletic RFC, Bridgend Sports RFC, Bridgend Tref, Bridgend Town FC and Broadlands AFC and are also booked on a less frequent basis by other users..'*
- 3.8 It can therefore be seen that it was the intention of the Council to protect the shared use of the pavilion for all sports clubs and users.
- 3.9 During these negotiations BTCC requested that the land on which their cricket practice nets are located and a small area of additional land for storage purposes to the rear of the pavilion were included in the renewal lease.
- 3.10 The cricket nets were installed by BTCC approximately 15 years ago at their own cost with planning consent (Planning reference P/05/238/FUL refers) and the Council's informal agreement as Landowner. The BTCC have had exclusive use of the nets and maintained them since they were installed. BTCC has advised that the nets are used by all players in the club as a fundamental part of their training and practice.

- 3.11 The inclusion of this additional land in the renewal lease provides the Council with an opportunity to regularise the situation and increases the total area of land to 0.2789 acres (1,128 square metres). This is shown edged red on the plan attached at **Appendix B**. Rights of access for the public will be maintained at all times over the areas shown coloured brown on the plan.
- 3.12 Consultations were undertaken with both the Green Spaces and Bereavement Services Manager and the Community Asset Transfer Officer and no objections were raised to the inclusion of these additional areas in the extent of the land to be included in the renewal lease.

4. Current situation/proposal

- 4.1 Terms were agreed with the Trustees of BTCC and delegated powers notice CMM-PS-20-014 (dated 1 January 2020) authorised the renewal of the lease of the Bridgend Cricket Club Clubhouse and Pavilion at Newbridge Fields, Bridgend to BTCC.
- 4.2 It was proposed that a small amount of additional land, comprising the existing cricket nets, store and a small parcel of land to the rear of the pavilion are included in the renewal lease. As this land comprised a small area of Public Open Space, the Council advertised the proposed lease in accordance with Section 123(2A) of the Local Government Act 1972.
- 4.3 This has been advertised by way of Notice for two consecutive weeks on 26th March and 2nd April 2020 in the Glamorgan Gazette in accordance with the requirements of Section 123(2A) of the Local Government Act 1972 relating to Public Open Space. The Notice was also published on the Council's website under the 'Legal Notices and Orders' webpage. The Notice required any objections to the proposed lease to be made in writing no later than 20th April 2020.

Objections

- 4.4 The advertising of the Council's intention to include additional land in the renewal lease resulted in one objection being received by the Council during the objection period.
- 4.5 The objection received by the Council pursuant to Section 123(2A) of the Local Government Act 1972 Notice should be viewed and considered by Cabinet prior to making their decision on the extent of the land to be included in the new lease to BTCC.
- 4.6 The objection includes a number of concerns but these do not actually relate to the disposal of public open space. The main concerns that were raised are detailed below:-
- *35 year-lease agreement being agreed before the joint consultations take place on Community Asset Transfer via the proposed consultancy process in involving an independent consultant, users of Newbridge Fields, BCBC and the Town Council.*

- *The new lease is a major change of management of the Pavilion changing rooms with the cricket club now managing them instead of the Parks Department. This is now presenting a very complicated arrangement with Winter Sept 1st – April 30th users having to apply to two bodies The Parks Department and Cricket club with potentially 2 different hire charges. It also potentially allows the cricket club to veto any or all users from using their changing room facilities and / or favour certain users.*

4.7 Cabinet will be aware that it is proposed that an individual strategy is developed for the future management of the wider Newbridge Fields site. This is one of the sites that the Council has identified that is extensively used as a public park by members of the general public in addition to providing formal sports facilities (pavilions and playing fields). As a result, due to the size of the sites, public usage, the number of clubs involved, and/or need for improvement / development the Council has determined that alternative options in addition to the standard Community Asset Transfer to sports clubs should be considered with individual strategies being developed for each site following option appraisals.

4.8 These strategies are at an early stage but the current Covid-19 situation has highlighted the importance of such sites for the wider informal recreation and well-being benefits. As a result, a Green Open Spaces survey was undertaken by Bridgend Public Services Board to find out if, how and where residents are accessing open and green spaces across the county borough and whether this has changed since the lock down. Almost all of the people who responded to the survey (97 percent) said they had appreciated green space more during the lockdown, 93 percent said green space had helped their mental health, 81 percent said they were more aware of wildlife and 95 percent said they would use green space more in future. The information is assisting the Council to understand the use of its green spaces and will help improve them for all. This information can also be used to help inform the proposed individual strategies for Newbridge Fields and the other site/s.

4.9 However, the proposed 35 year lease is in relation to the renewal of an expired (holding over) lease on similar terms. As the lease was not excluded from the security of tenure provisions of the Landlord and Tenant Act 1954, the Tenant has the right to renew. This situation is, therefore, very different from the grant of a new lease under a Community Asset Transfer.

4.10 Although there will be a change of management of the pavilion changing rooms, this is not at variance with the terms of the expired (holding over) lease and the intention of the Council to protect the shared use of the pavilion for all sports clubs. The terms of the renewal lease will ensure this continues.

4.11 None of the points raised in the objection received relate to the disposal of public open space by virtue of the inclusion of the small amount of additional land, comprising the existing cricket nets, store and a small parcel of land to the rear of the pavilion in the renewal lease. As a result, Officers are of the opinion that no valid objections to the disposal of this small area of public open space have been received.

5. Effect upon policy framework and procedure rules

5.1 There is no effect on policy framework or procedure rules arising from this report.

6. Equality Act 2010 implications

- 6.1 The protected characteristics identified within the Equality Act, Socio-economic Duty and the impact on the use of the Welsh Language have been considered in the preparation of this report. As a public body in Wales the Council must consider the impact of strategic decisions, such as the development or the review of policies, strategies, services and functions. It is considered that there will be no significant or unacceptable equality impacts as a result of this report.

7. Well-being of Future Generations (Wales) Act 2015 implications

- 7.1 The well-being goals identified in the Act were considered in the preparation of this report. It is considered that there will be no significant or unacceptable impacts upon the achievement of the well-being goals/objectives as a result of this report.

8. Financial implications

- 8.1 If it is determined that the land utilised for the cricket nets is not to be included in the renewal lease, then consideration will need to be given to their future management arrangements. A short-term tenancy or a Licence to Occupy could be granted to BTCC as an alternative way to regularise the current situation. However, if no agreement was reached, then the costs to the Council to maintain and/or remove the cricket nets would need to be taken into account.

9. Recommendations

- 9.1 That Cabinet, having considered this Report and the lack of valid objections received in response to the Notices published in accordance with Section 123(2A) of the Local Government Act 1972 authorises the inclusion of the additional small area public open space comprising the land utilised for the cricket nets and the small area of land to the rear of the existing Cricket Club Pavilion in the renewal lease to Trustees of Bridgend Town Cricket Club.

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CORPORATE DIRECTOR COMMUNITIES

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Background documents: None