

**REPORT TO THE EXECUTIVE MEETING OF 23<sup>rd</sup> APRIL 2012**

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**Status:** For Decision  
**Title:** Disposal of land at Great Bowden to Market Harborough Tennis Club  
**Originator:** Matthew Bills, Public Spaces Manager  
**Where from:** Originator  
**Where to next:** Management Board

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1 Purpose Report

1.1 Members are asked to consider the request for the lease of land at Great Bowden Recreation Ground to Market Harborough Tennis Club and approve the following recommendations.

2 Recommendations

That the Executive:

- (i) consider the content of the report and the request made by Market Harborough Tennis Club to lease the land at Great Bowden Recreation Ground, and give in principle approval for the existing lease to be surrendered and a new fifty year lease to be issued subject to outcomes of the public consultation;
- (ii) agrees that officers proceed with the consultation and notification process with residents and other stakeholders, to dispose of the land shown at Appendix A – via a lease to Market Harborough Tennis Club, on the basis set out in the report;
- (iii) note the lease is treated as a business lease, protected by Part II of the Landlord and Tenant Act 1954, however the lease should exclude the provisions of the 1954 Act preventing the Club having automatic right to renew at the end of the 50 year period. (details in section 6 – Legal Issues)
- (iv) note that the existing access through the recreation ground – shown at Appendix B – will be maintained for use by the tennis club;

- (v) **note and endorse the proposed consultation with residents, site users and local Ward Members on the lease of the land for the tennis club, and agree that this takes account of the observations made by members about the previous disposal of other facilities .**
- (vi) **note that details of the consultation will be reported to the Executive, and, taking account of the results of the consultation process, a decision sought whether or not to dispose of the land to Market Harborough Tennis Club via a long lease.**

### 3 Summary of Reasons for the Recommendations

- 3.1 In January 2012 Harborough District Council officers were approached by members of Market Harborough Tennis Club (MHTC) to consider a new lease for use of the tennis courts at Great Bowden Recreation Ground by MHTC.
- 3.2 There is a requirement to notify the public of the District Councils intention to dispose of the land at the recreation ground by issuing a long lease for the club to operate.
- 3.3 The exemption form Part II of the Landlord and Tenant Act ensures that the Council maintains control of the asset in the long term.
- 3.4 The tennis club will need to maintain access through the recreation ground as the site is currently land locked by District Council owned land.
- 3.5 The Executive has responsibility for determining whether a lease should be issued to the tennis club

### 4 Impact on Communities

- 4.1 The land in question is currently used by MHTC and has four tennis courts laid out for club use and a pavilion used as changing facilities. The club was issued a lease for 20 years on 10<sup>th</sup> January 1996.
- 4.2 The club currently provide tennis for the following:

#### **Membership numbers:-**

Adults: 118,  
Juniors 11 - 18 years: 40  
Juniors under 10 years: 20  
Juniors under 7 years: 6

Total = 184 members

#### **The club coach delivers coaching to:**

Adults: 20,

18 and under: 50,  
12 and under: 70,  
9 and under: 90 (some of these sessions take place in other venues, for instance in the dome in the winter)  
Total: 230 (many of whom are not club members but access coaching sessions).

### **Teams in Leicestershire Leagues:**

In the summer there will be 2 veteran's teams, 4 senior men, 3 senior ladies, 2 mixed teams and 13 junior teams entered in the Leicestershire leagues. 22 teams in total. (There are also 5 winter league teams)

- 4.3 The club currently enjoys access to the courts across the recreation ground, and members use the car park at the recreation ground when at the club.

### **5 Key Facts**

- 5.1 A Public Notice seeking any objections to the intended disposal of the land will be printed in local press (Harborough Mail). It will also be available on the Council's website and displayed on notices around the site.
- 5.5 The Council would make access by the club members through the recreation ground and an obligation on the club to maintain the foul sewer shown at **appendix C** a condition of the lease.
- 5.6 The club will be obliged to maintain fencing, pavilion, lighting and all ancillary equipment at their own expense.
- 5.7 The lease will be subject to a valuation by the District Valuer, and an annual lease fee will be charged to the club. If the lease fee is below the recommended value, because the Council recognises the community benefit of providing organised sport in the District, then this is allowed under section 123 of the Local Government Act 1974.
- 5.8 The long lease is required by the tennis club to allow them to access funding from the Lawn Tennis Association to maintain and develop the club facilities.

### **6 Legal Issues**

- 6.1 The lease is being treated as a business lease and, as such, is protected by Part II of the Landlord and Tenant Act 1954 (the 1954 Act). This gives the tenant indefinite security of tenure unless one of the grounds set out in the 1954 Act apply. For example, if the tenant has failed to carry out repairs to the premises that he was obliged to carry out; persistently failed to pay the rent; or there were other substantial breaches of the lease the Council, as landlord, could challenge the renewal of the lease. In addition, if the Council could find suitable alternative accommodation for the tenant, or intends to redevelop the premises or occupy them for business purposes itself at the end of the lease term, the Council, as the landlord, could challenge the renewal.

- 6.2 It is possible to exclude the provisions of the 1954 Act, with the agreement of the tenant, prior to the lease being entered into. This would take away the tenant's right to renew the lease at the end of the term, and there would be no right to statutory compensation – which would have been payable in certain circumstances – if the Council relied upon the grounds set out in the 1954 Act, referred to above. The level of compensation payable is currently based upon the rateable value of the land covered by the lease. It is suggested that the lease should exclude the provisions of the 1954 Act and that future negotiations with MHTC should be on this basis for the reasons set out above.
- 6.3 The District Council is able to issue a lease at below market value under section 123 of the Local Government Act 1974 if it is considered that the community benefit is sufficient.

## 7 Resource Issues

- 7.1 There would be an annual lease fee income to the Council which will need to be determined taking account of the benefit of providing sport to the community. An annual uplift can be applied to the ground rent to take account of increases in costs.
- 7.2 All maintenance of the facility will be the responsibility of the tennis club.

## 8 Equality Impact Assessment Implications/ Outcomes

- 8.1 The club has its own Equalities Policy, and works under the direction of the Lawn Tennis Association as its governing body. Details are contained at **Appendix D**.

## 9 Impact on the Organisation

- 9.1.1 By approving the disposal of land to MHTC, and supporting their redevelopment, it fulfils the aims and objectives of Community Services and the framework that it works within; in particular to:
- operate in partnership;
  - develop community capacity to empower groups/ individual to lead sustainable projects; and
  - increase participation in cultural activities.
- 9.2 Furthermore, this satisfies the aims and objectives of the Council and the commitment to work through partnerships to serve our local community. These include:
- Place – improving the range and quality of facilities available to the community
  - People – enabling community members to deliver sustainable facilities with their neighbourhoods

10 Community Safety Implications

10.1 Continued use of the tennis facility and pavilion will prevent the site falling into disrepair and help discourage anti social behaviour and vandalism. .

11 Consultation

11.1 A public notice regarding the disposal of the land is to be placed in the Harborough Mail. It will also be available on the Council's website, and displayed on notices around the site. MHTC will be advised of the formal notice process. The notice will invite written representations concerning the proposal.

11.2 Internal consultation has taken place between Community Services, Community Development and Legal Services regarding the lease of the tennis club. Land and Asset Management Group have also been consulted, and advised that a paper should be written to gauge the elected member's views concerning the issue of a new long lease.

11.3 Great Bowden and Arden ward members have been informed of the proposal to issue a new 50 year lease to the club and invited to make comment.

12 Options Considered

12.1 Consideration was given to not renewing the lease for the tennis club However this was considered inappropriate as it would not allow the club to access funding to improve facilities to provide organised sport and did not support the Council policy with regard to sports in the District.

13 Background Papers

13.1 none

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**Previous report(s): none.**

**Information Issued Under Sensitive Issue Procedure: No.**

**Ward Members Notified: Yes**