

Report of	Record of	Date
Director (Commercial Services), Director (Planning and Development) (Introduced by Executive Member (Resources))	Executive Member Decision	26/10/2022

Is this report confidential?	No
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Is this decision key?	No
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West Way Grass Pitches Lease

Purpose of the Report

- To seek authority to grant a 25 year lease of the grass pitches at West Way Sports Hub to Astley and Buckshaw Juniors Football Club (ABJFC) for a peppercorn rent.

Recommendations

- To approve the granting of a 25 year lease of the grass pitches at West Way Sports Hub to Astley and Buckshaw Juniors Football Club for a peppercorn rent.

Reasons for recommendations

- ABJFC have the ability to use volunteers to undertake the additional specific maintenance required to keep the pitches in peak condition throughout the playing season allowing for a financially sustainable long term maintenance model.
- The long term leasing of the pitches to ABJFC allows the club, as a voluntary organisation, to access grant funding from Lancashire FA not available to the Council for machinery, goalposts, and ongoing maintenance costs to maintain the highest quality pitch provision on the site.
- Provisions within the lease will ensure that local residents continue to be able to use the playing fields – with restrictions on the use of the pitches themselves during training and matches.

Other options considered and rejected

- Retention of the pitches in Chorley Council's responsibility was given due consideration, however, Chorley Council's Grounds Maintenance team are unable to provide the ongoing level of maintenance required to justify the investments which have been made in the grass pitches in terms of primary & secondary drainage systems and playing surface.

Corporate priorities

7. The report relates to the following corporate priorities:

Involving residents in improving their local area and equality of access for all	A strong local economy
Clean, safe, and healthy communities	An ambitious council that does more to meet the needs of residents and the local area

Background to the report

8. One adult 11 vs 11 pitch and two junior 11 vs 11 grass pitches have been constructed at West Way Sports Hub. These pitches benefit from extensive investment in the form of primary and secondary drainage systems and a high quality playing surface.
9. The long term leasing of the grass pitches at West Way Sports Hub to a local football club was considered very early in the planning of West Way Sports Hub. Considered a sustainable long term maintenance model which allows for a higher level of maintenance through the use of club volunteers and the ability of the long term leaseholder to apply to the FA for additional grant funding for ongoing maintenance and maintenance equipment.
10. Astley and Buckshaw Juniors Football Club have their base locally and expressed an interest in leasing the pitches very early in the process.

Heads of Terms

11. The heads of terms are shown in full in Appendix 1. The plan of the area to be leased is shown in Appendix 2.
12. Provisions within the lease will ensure that local residents continue to be able to use the playing fields – with restrictions on the use of the pitches themselves during training and matches. This was a point of concern raised by Astley Village Parish Council previously.
13. This arrangement is the same for all playing fields across the borough which are hired for individual matches and training sessions (such as Astley Park pitches) or those that are leased to individual clubs. At the moment ABJFC envisage some form of training on the pitches between 6pm and 8.30pm during the football season when the light conditions allow. Mondays and Tuesdays will be the regular days for training sessions and Wednesday to Friday will see lighter use. This evening use will be limited to the spring and autumn evenings as there is no floodlighting of the grass pitch areas so winter evening play will not be possible. There will also be matches played on the pitches on Saturdays and Sundays throughout the football season. The specific wording within the lease shall be as follows: *The Tenant will have possession of the premises during matches and training sessions but will permit the Landlord and/or their agents and members of the public access at all other times.*
14. A clause shall be included within the lease to provide for any dispute arising between the parties as to the degree of public use of the demised premises to be referred to arbitration by an Arbitrator to be appointed by the President of the RICS.

15. The inclusion of a break clause to be exercised by the Council would invalidate the grant condition of a 25 year lease term, which is the whole purpose of the lease. However, the Council could terminate the lease at any time if there is a serious breach of the lease terms by the Tenant.
16. Further provision within the lease will commit the club to carrying out a maintenance regime which is recommended by the Football Association to keep the pitches in high quality condition.
17. Subletting of the pitches will be permitted, however ABJFC will be tied into the same rates of pitch hire used by Chorley Council across the borough so other teams are not priced out of using these good quality pitches.
18. The lease is excluded from the protection of the L&T Act 1954 which means there is no automatic right to renew the lease.
19. The football club have aspirations to place an additional storage container on site for the storage of equipment. The lease is explicit that the club are responsible for obtaining any necessary planning consent.
20. The football club have verbally confirmed that following the commencement of the lease at West Way they will no longer require the lease of the 'pony field' playing pitch adjacent to Derian House.

Climate change and air quality

21. The work noted in this report impacts on the following areas of climate change and sustainability targets of the Councils Green Agenda: limiting non sustainable forms of transport and improving green areas.

Equality and diversity

22. The enhanced maintenance and playing surface quality of the grass pitches allowed through the granting of the lease will provide enhanced access to grassroots sport for all sectors of the community.

Risk

23. The risk of the club ceasing to operate at the same level of membership and being unable to fulfil maintenance obligations has been mitigated by the inclusion of a 6 month break clause in the Heads of Terms.

Comments of the Statutory Finance Officer

24. This agreement will ensure the Council has no expenditure in relation to maintaining the pitches. There was no expectation of income in relation to this element of the site so the overall result is cost neutral.

Comments of the Monitoring Officer

25. Whilst the rent is for a peppercorn, the value is demonstrated by the social value through community use which the tenant are committed to and the passing of responsibility for maintenance of the site to the tenant.

There are no background papers to this report

Appendices

Appendix A Heads of Terms

Appendix B Lease Plan

Report Author:	Email:	Telephone:	Date:
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Following careful consideration and assessment of the contents of this report, I approve the recommendation(s) contained in Paragraph 2 of the report in accordance with my delegated power to make executive decisions.



Councillor Peter Wilson

Executive Member for Resources Dated 26.10.2022

This decision will come into force and may be implemented five working days after its publication date, subject to being called in in accordance with the Council's Constitution.