

LONDON BOROUGH OF RICHMOND UPON THAMES

CABINET

Agenda Item No.

DATE: 15 JANUARY 2007

**REPORT OF: DEPUTY LEADER AND CABINET
MEMBER FOR RESOURCES**

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**LEAD
OFFICER: ASSISTANT DIRECTOR
ENVIRONMENT**

**SUBJECT: LAND AT BROOM ROAD, TEDDINGTON – TERMS FOR A
PROPOSED LEASE**

WARDS: HAMPTON WICK

KEY DECISION?: NO

IF YES, IN FORWARD PLAN?: N/A

For General Release

1. PURPOSE OF THE REPORT

- 1.1 To obtain authority for the Council to enter into an Agreement for lease of land at Broom Road, Teddington. A confidential report on the same matter is later on the agenda and is cross-referred to in this public report.

EXECUTIVE SUMMARY

- 1.2 The report sets out terms negotiated with the Royal Canoe Club for an Agreement for Lease of land at Broom Road, Teddington, the completion of such a lease being conditional on planning permission being achieved for an international size hockey pitch without floodlighting.

2. RECOMMENDATIONS

- 2.1 To approve the Council entering into an Agreement for lease of land at Broom Road, Teddington on the basis set out at paragraph 3.8 below and in the report at the confidential part of the agenda and to the submission of a planning application for construction of an artificial surfaced international size hockey pitch on this land.**

3. DETAIL

- 3.1 Teddington School has been selected for redevelopment as part of the Building Schools for the Future initiative. In this connection, work is progressing on feasibility studies for its rebuilding on the existing site.
- 3.2 Reconstruction is likely to necessitate relocation of one of the existing two artificial hockey pitches, both of which will continue to be required, and configuration of the site and ease of reconstruction would be considerably enhanced if one of the pitches, could be moved off-site.
- 3.3 Alternatives available for relocation of a pitch nearby include the Broom Road Recreation Ground and land in the ownership of the Royal Canoe Club (RCC) on the opposite side of Broom Road. The Broom Road Recreation Ground is shown as Metropolitan Open Land an area of Public Open Space in the UDP and it is considered that use of part of this site for this purpose is likely to be more problematic than use of the RCC land
- 3.4 The RCC land comprises approx 1.04 ha. (2.57 acre), as shown on the plan at **Appendix A**, was transferred to RCC by Laing Homes pursuant to a Section 106 Agreement which required that the land was transferred *'to a charitable trust or similar body established for the management ownership and maintenance of the land for public benefit and for its use in particular by schools for the purposes of sports and recreation'*. The land, the majority of which is currently laid out as playing field surrounded by low fence, is shown as Metropolitan Open Land, Site of Nature Importance, and within a Conservation Area in the UDP.
- 3.5 No restrictions were imposed on the use or sale of the site when the land transferred from Laing Homes Limited to RCC.
- 3.6 The land is of sufficient size to construct an international size artificial hockey pitch. It would not be proposed to provide floodlighting (a floodlit pitch would be re-provided on the Teddington School site). An ecology survey of the site has been undertaken and has not found the presence of any wildlife on the site that would mitigate against its development as an artificial pitch.
- 3.7 Accordingly, discussions have been held with RCC regarding the possible purchase of the land by the Council. However, because of the requirements of the Charity Commission on charities to obtain best consideration, and the difficulty of establishing market value for this land without the process of public tender or auction (the RCC approached a number of firms of Chartered Surveyors who were unwilling to give a market value figure), the RCC is not willing to contemplate a disposal of the land to the Council, unless by competitive bids at auction.
- 3.8 The RCC is however willing to offer the Council a lease of the land to enable its use for the construction of an artificial pitch. Further to negotiation, the following terms and conditions have been provisionally agreed for the Council to enter into an Agreement for lease of the land, completion of the lease on the terms set out to be conditional upon planning permission for construction of an international size hockey artificial pitch being obtained. The following principal terms are proposed:

1. If an 'engineering base' for the pitch is used (construction options are currently being examined, but an engineering base seems likely), the lease to be for a term of 40 years. If a 'dynamic base' is used, the lease to be for 20 years.
 2. The Tenant to be responsible for repair and maintenance of the property.
 3. The Lease to be contracted out of Section 24-28 of the Landlord and Tenant Act (security of tenure) provisions.
 4. The initial rent to be as set out in paragraph 3.1 of the confidential report later on the agenda subject to review on each 5th anniversary of the lease by the increase in the Retail Prices Index since the preceding review.
 5. The property is to be used for education, sport and recreational use only.
 6. The Tenant to have the right to assign, sub-let or hire the premises subject to Landlords consent, not to be unreasonably withheld.
 7. The lease to contain a Tenant's option to break the lease on 6 months prior notice, at any time after the tenth year of the term, as and when in the tenants opinion, the surface of the pitch requires renewal.
 8. The lease to contain a Tenant's option to renew for a similar length of term to the original and otherwise on similar terms, subject to giving at least 6 months written notice prior to the lease end date.
 9. The Tenant to be responsible for re-instating the pitch to its current condition to be evidenced by a photographic schedule of condition, as and when the tenancy or renewal thereof comes to an end.
 10. Each party to bear its own costs.
- 3.9 It is recommended that the Council enters into an Agreement for lease on the basis set out at 3.8 above, and that a planning application be submitted for construction of an international size artificial hockey pitch at the site without any floodlighting.

4. CONSULTATION

- 4.1 Initial consultation has taken place with Teddington School and the hockey club. More will follow.

5 FINANCIAL IMPLICATIONS

- 5.1 There will be a capital cost in the order of £450,000 for construction of an artificial pitch to be met from the BSF budget for the Teddington School project.
- 5.2 Feasibility, design and application fees, estimated at in the order of £56,250 will also be met from the BSF budget.
- 5.3 There will be rental costs from leasing the land as set out in the confidential report, together with ongoing maintenance costs estimated at £10,000 per annum.
- 5.4 Potentially revenue from hirings of the pitch could cover these revenue costs.

Revenue and Capital Consequences of report recommendations

Current Budget

	£
Expenditure	506,250
Income	506,250
Net	0

Impact of Proposals in this report

	Revenue	2006/7 £	2007/8 £	2008/9 £
Expenditure			Rental (see confidential report)	10,000 + rental
Income		0	0	0
Net				

	Capital	2006/7 £	2007/8 £	2008/9 £
Expenditure		5,000	501,250	0
Income		5,000	501,250	0
Net		0	0	0

6. POLICY IMPLICATIONS/CONSIDERATIONS

- 6.1 The proposals support the Community Plans aims for investment in Education, Arts and Leisure both in terms of their assisting the Teddington School redevelopment proposals and in terms of their assisting in the continuance of hockey provision in the area. The proposals are also consistent with the policies outlined in the Strategy for Sport and Physical Activity and the Local Development Framework aimed at enhancing community use of Teddington School.

7. RISK ASSESSMENT

There are risks for the Teddington School rebuilding project if suitable provision for replacement artificial pitches cannot be made.

The Council will only be committed to the lease of the RCC land if planning permission is obtained for building an artificial hockey pitch on the site.

8. EQUALITY IMPACT/CONSIDERATIONS

The scheme will ensure the continuation of provision of sports facilities for use by Teddington School, Teddington Hockey Club, Teddington Sports Centre and the local community by providing a modern facility which is DDA compliant.

9. LEGAL IMPLICATIONS

- 9.1 Legal Services advised regarding the legal status of this land prior to entering into negotiations with RCC.
- 9.2 Legal Services will also be instructed to draw up the Lease and Agreement for Lease documentation.

10. BACKGROUND DOCUMENTS:

Ecology survey.

11. CONTACTS

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