
Fwd: REPORT TO COUNCIL MEETING ON 14/03/2022

Alan Williams <alanwilliams38@btinternet.com>
To: E Williams <info@llanbrynsports.org>

25 February 2022 at 09:09

Good morning Emir.

I promised to give you an advance copy of my Report regarding the proposed Lease and if you have any comments or concerns please let me know before the Meeting of the 14/03/22.

It follows standard procedures and content.

Alan

Sent from my iPad

Begin forwarded message:

From: Alan Williams <alanwilliams38@btinternet.com>
Date: 20 February 2022 at 16:16:10 GMT
To: Alan Williams <alanwilliams38@btinternet.com>
Subject: REPORT TO COUNCIL MEETING ON 14/03/2022

PROPOSED MUGA AT THE RECREATION GROUND
LLANGENNECH.
DRAFT HEADS OF TERMS FOR LEASE.

The granting of a lease is different to the granting of a licence, in that a lease conveys a legal interest in the land - the LBSA will become, in effect, the legal owners of the site for twenty one years and during that period the only interest retained by the Council will be from covenants included in the lease which are meant to protect both parties.

It is important for each party to fully understand how the MUGA will be funded, managed and maintained over this period.

The issue relating to the Council's grant contribution to the LBSA for the provision and construction of the MUGA will not be included in the Lease but separately guaranteed in writing to the satisfaction of both parties.

1. TENURE OF THE TENNIS COURT

The Council has no freehold or leasehold interest in the Park but possession under the terms of a Trust Deed granted by the Dinefwr Estate about a hundred years ago.

This document is missing and the Trustees are now deceased with no known constituted replacements to sanction action.

Therefore, for a lease to be granted the consent of the Dinefwr Estate will be required similar to the arrangements that applied to the Bowls Club over twenty years ago.

2. PROGRAMMING AND FINANCIAL CONTRIBUTION FROM THE COUNCIL

The Consultation Document included estimated costs of the proposal based on the provision of the more expensive synthetic grass method of construction with permanent floodlighting equipment. It also included for the provision of a small unit to accommodate switch gear, and also a hard surfaced path giving users clean underfoot access.

The LBSA has already indicated that a porous tarmac surface is the preferred option, and that portable floodlighting is considered adequate. This will substantially reduce the costs of the scheme first suggested. It is impossible to accurately assess the level of contribution required from the Council at this stage, but the reduction in cost will require a lower contribution which might enable the scheme to be funded over a shorter time scale - maybe over two financial years. This is dependant on available budgets with the prospect of the project being implemented in mid- 2023.

This is subject to the advice of the Clerk to the Council at the appropriate time when more detailed costs and liabilities are known.

3. FUTURE MANAGEMENT

The obligations of the LBSA will be to independently manage and maintain the facility. An indication of how this is to be achieved will be required by the Council and it is Funding Organisations will also require this information.

DRAFT "HEADS OF TERMS".

The "Terms" may change when further information is known, and on advice from Solicitors:

1. The LESSOR shall :

(i) Grant a Twenty One Year Lease of the Tennis Court located at the Recreation Ground, Station Road, Llangennech as shown edged red on the attached location plan. In addition, the Council will grant a "right of way", as shown coloured blue on the attached location plan, from the front of the Cricket Pavilion to provide permanent access on foot, but temporary vehicle access during construction and future maintenance works.

(ii) The Rent shall be one peppercorn.

(iii) In the event of default arising from the discontinuance of the LBSA as an organisation, or failure to construct complete and make available the MUGA within a period of three years from the granting of this Lease, then the Lease shall revert back to the LESSOR, for possible transfer to an acceptable successor organisation at the sole discretion of the LESSOR.

(iv) The Lease shall not be sub-let without the express consent of the LESSOR.

(Solicitors may include other standard Clauses and advise on the above)

2. The LESSEE shall :

(i) Within a period of three years from the date of the granting of this Lease, convert construct, and make available on the land shown edged red on the attached location plan a Multi Use Games Area (MUGA) in accordance with the construction details supplied and agreed, including the type of surface, its fencing and flood lighting.

(ii) Undertake the Management and Maintenance of the MUGA. This allows the option for adopting a "charging policy" for its use as a source of potential income to the LBSA.

(ii) After completion, reinstate any damaged areas resulting from construction and vehicular use by grading and reseeding.

(ii) Indemnify the LESSOR against all risks associated with construction works and future use of the MUGA and carry Public Liability Insurances at levels to be agreed. Evidence of renewals of such Insurances shall be presented annually to the LESSOR.

A "Risk Assessment" in respect of safety issues shall be supplied to the LESSOR prior to start of construction works and also for its future use.

(iii) Use and manage the MUGA for its intended purpose as a Multi Use Games Area and it shall not be used for any other purpose, including any storage of equipment or materials.

(iii) Maintained in a good state of repair and kept clean.

(iv) Be responsible for security of the MUGA including opening and locking of gates before and after use.

(v) Pay all outgoings in respect of day to day management and maintenance costs.

RECOMMENDATIONS -

1. That following acceptance by the LBSA of the above matters then progress can be made regarding the granting of a Lease through early contact with the Dinefwr Estate which needs to sanction this proposal.

2. That Council be given details of the Solicitors representing the LBSA.

3. That the LBSA pursue the availability of grants from SportWales and other sources, including professional advice on detailed planning, tendering, and implementation of the proposal including "Risk Assessments".

4. That the LBSA submit a Statement in support of the proposal, identifying the level of shortfall in funding needed from the Council, and how the facility is to be managed in the future.

5. That the Council and the LBSA accept the "Draft Heads of Terms" included above subject to any agreed amendments between the parties following separate legal advice obtained by each party.

6. That the Council and the LBSA remain in close contact to achieve this proposal.

Alan J Williams
Council Surveyor
Llangennech Community Council
January, 2022