

Outdoor Recreation Service - Leases relating to Bowling & Cricket

The 8 Bowling Clubs are in Rhayader; Llandrindod Wells (3 greens); Knighton; Builth Wells; Hay on Wye; Talgarth; Crickhowell and Ystradgynlais. The 3 Cricket Clubs are in Ystradgynlais, Crickhowell and Hay-on-Wye.

Notes provided by Senior Valuer & Legal Services.

Rhayader Bowling Club

- Lease dated 18 November 2009 between the owners of Waun Capel Field (The Trustees of Waun Capel Rec Ground), and the County Council.
- Lease incorporates the bowling greens
- Lease term 25 years from 1 October 2006
- Rent of 50p per annum, no rent reviews
- Lease provides that the Council will keep and maintain the property for a recreation ground and no other purpose and to execute all such works as may be necessary or requisite for the purpose of so keeping and maintaining the said land and premises as and for a recreation ground
- No express or implied provision of what recreational activities should be undertaken or provided by the tenant in the latest lease, although the original lease with RDC dated 31 March 1978 contained more specific provisions
 - Childrens amusements
 - Childrens playing area
 - The bowling green
 - The tennis courts
 - The swimming pool
 - And all seats paths gates fences and shrubberiesbut did not set out any standard of maintenance for any of the facilities
- The Council shall not be obliged to keep any buildings on the land in any better state and condition than existing at the date of this lease (No details of condition at the date of the lease evidenced)
- Lease considered to be a Business Tenancy entitling the Council on termination to renew on similar terms
- Bowling Green believed to be available for general public use without obstruction (not actively managed by a members club)

Possible actions

- Pass on maintenance liability to Club – possible, but would require Landlord consent (and possibly Charity Commission?) – but there is no indication that a formal club exists, and no formal sub-let to any club
- Overall site – lease could be surrendered subject to payment of outstanding rent under the lease, and possible dilapidation claim (difficult as no agreed schedule of condition). The capitalised “loss of rent” payable to the Landlord should the lease be surrendered would normally be less than £10 (TEN pounds). Rent 50p per year.
- Noted that the cost of maintaining the greens is £10,000 per annum, although as evidenced above, there is no obligation to undertake such a high standard of maintenance as there is no longer a requirement to provide a bowling green, so an immediate saving could potentially be achieved.

- However, the level of usage is not known and further evidence may be useful when advising members before this option was pursued.

Knighton Bowls Club

- Lease dated 1 April 1992 between Radnorshire District Council and Knighton Bowling club for a term of 21 years from 1 October 1991 (therefore expiring 30 September 2012).
- The Lease is made in respect of the Bowling Green and Bowling Pavilion
- User clause in the Lease states that the ground is let for the purpose of the Club encouraging and promoting the game of bowls and social activities connected therewith and no other purpose whatsoever
- The rental was increased on each of the first 4 anniversaries of the lease date
- From the fifth year being £914 per annum billed half yearly at £457, with subsequent rent reviews every five years (not undertaken) to market value
- All rent payments made to date
- The Club are also liable to pay (on demand) additional rent in respect of the annual insurance premium
- Lease provides that the Landlord will be responsible for the maintenance and renewal of the playing surfaces – no specification is indicated, but it must be suitable for the purposes set down in the user clause of the lease (above).
- Tenants are responsible for all rates, taxes, and outgoings and keeping all buildings, and boundary structures in good repair and condition.
- Gates should be locked when premises are not in use (preventing social use by non-member residents of the district thereby potentially reducing municipal activity
- Tenants to cleanse all drains, ditches and toilets.
- Lease considered to be protected under Landlord and Tenant Act 1954, so tenant has right to renew on similar terms to those existing. Landlord only able to obtain possession in certain circumstances
- Landlord has general right of access to ensure the Tenant has complied with its repairing and other covenants.
- Rateable value as at 1 April 2010 - £2,950 (includes bowling green assessed at £1,000)

Possible actions

- Bowling Green assumed to be operating as a private members' club, unclear what general public access might be provided without further investigation, or the extent of any promotions undertaken – local school children etc.
- As the lease has now terminated, negotiations should proceed with the club to agree new terms for a further lease which might include tenants full maintenance of the greens as well as the buildings, thereby minimising the Council's liabilities. Negotiations would include rental at current market value which would have regard to the Landlord's annual expenditure. However, a community rent could be proposed which may encourage further dialogue.
- The level of usage is not known and further evidence may be useful when advising members. Undertaking lease renewal discussions without an indication of profitability of the site is difficult – rental is linked directly.

Llandrindod Wells Outdoor Bowling

Bowling Pavilion

- Lease dated 25 March 1993, between Radnorshire District Council and Llandrindod Wells Bowling Club for a term of 60 years from 1 April 1992 until 31 March 2052 at a rental (for the first 7 years) of £1,200 per annum
- Rent reviews to be undertaken every 7 years of the term to 15.15% of the demised market rental at the relevant time (representing the proportion of the new Pavilion paid for by the District Council)
- No rent reviews believed to have been conducted to date.
- Rental payments are up-to-date.
- PCC insure the buildings and recharge the premium to the tenant.
- Tenant liable for all rates, taxes and outgoings (including statutory testing and compliance measures)
- Tenant to keep all drains and ditches clear of blockages
- The Bowling Club has responsibility for keeping the entrance gates to the greens open and to clean toilets and supply with consumables when the premises are open for play to its members. At all other times it is the Council's responsibility to undertake these duties. The Council is to pay one tenth of the costs of cleaning and providing consumables in respect of the toilets. This indicates a clear intention that the facility should accommodate municipal bowling – although it is unclear whether in practice this happens.
- The Tenant covenants to use the premises to encourage and promote the game of bowls and for social activities.
- The tenant covenants to ensure that adequate PL insurance is in place at all times.
- The Council covenant to keep the roads and car parks and all services in the Rock Park complex in good repair and condition and properly lit.
- The Council covenants to use its best endeavours to maintain the bowling greens in playable condition and to keep them open during the bowling season
- The Council covenants to insure the buildings (rechargeable – see above).
- The Lease is considered to be a Business Tenancy and therefore falls within the statutory protection of the Landlord and Tenant Act 1954. The Tenants would normally be entitled to a new Lease on the termination of the current lease on similar terms and conditions, unless the Landlord was able to prove one of the grounds for repossession under the Act.

Possible Actions

There is an opportunity to review the rent currently paid by the Club in accordance with the terms of the Lease and instructions have been given to proceed on this basis. However, it is not clear what municipal usage of the facility is made (if any) or what promotional activities are undertaken by the Club, but the Lease is clear that it is the Landlord's responsibility to provide access to the greens whenever the Club is closed, so the potential lack of municipal provision could be partially due to the inaction of the Landlord.

If current lease provisions are considered too onerous on the Council, amendments may only be made by agreement between the parties or through

the courts where agreement cannot be reached and a court agrees they are unreasonable.

No definition of best endeavours is provided, and clearly the availability of revenue budgets clearly impacts upon the Council's endeavours.

Greens

- There is no lease of the greens to the Bowling Club,
- Is there a fee system in place with the managing service?
- No bowling greens on site at time of the purchase of Rock Park, nor a requirement to provide and maintain any, so the Council cannot be in breach of any ownership covenants to such effect

Possible Actions

Enter discussions with Club about possible inclusion of greens within main lease.

Review level and quality of existing maintenance provision

Ystradgynlais Recreation Ground (Ystradgynlais Cricket & Bowling)

- Lease dated 25 February 1924
- Term of 99 years from 29 September 1922 and from Fleming Gough, to the former Ystradgynlais Welfare Committee at a rent of £33 per annum (no reviews)(the original lease related to the Ystradgynlais Recreation Ground and also to the Penrhos Recreation Ground. By a later deed the freehold of the Penrhos site was conveyed to the Council).
- The land to be used for public recreation and benefit of the inhabitants of Ystradgynlais.
- It would appear that various sports clubs use the recreation ground, but there are no formal leases in place; it is assumed that each club pays on a fee basis per game but no firm evidence exists.
- Lease also contains covenants as to repair and maintenance.
- Tenant not to erect any other buildings other than a Sports Pavilion and bandstand, will not construct a race track and will not dispose or part of possession of any part – without the licence or consent of the Lessor.
- Tenant to insure the buildings.
- Lease assumed to be a Business Tenancy, which will give the Council the automatic right to a new lease on similar terms subject to a reviewed rent. The Landlord would have limited statutory grounds for seeking possession at the end of the current lease.

Possible Action

- With less than 10 years before the lease is due to expire, consideration should be given to whether the authority actually wants to take a new term, or whether it wishes to engage with the individual clubs which make use of the site currently to assist them in forming a Sports Association to take over the Council's current role in the future (subject to the Landlord's agreement).
- The Landlord should be contacted to gauge their views.

Talgarth Bowls Club

- Site acquired in 1984, from the Trustees of Talgarth Bowling Club, subject to covenants:-
 - So long as there are not less than 20 members of TBC, maintain the property as a public or municipal bowling green
 - For a period of not less than 50 years from 17/12/1984 to permit the property to be used for sports/recreation
 - All members of TBC on the first April 1984 be granted concessionary terms in respect of future season tickets. Members with more than 10 years membership prior to 1 April 1984 get free life membership and other members will get free pro-rata to number of years membership prior to the first April 1984.
- TBC will be responsible for collecting casual rink fees on behalf of the Council on terms and conditions as may from time to time be specified by the Council.
- By a Lease dated 26 September 2000, PCC leased the bowls pavilion back to the TBC for a term of 21 years from 1 April 2000 at an annual rent of £1 per annum throughout the term.
- Tenant covenants to:-
 - Pay rent
 - Not to make alterations or additions without Councils' consent
 - To permit the Landlord to inspect
 - Not to assign
 - To repair and keep in repair the interior of the premises including redecoration at least once in every 5 years of the term
 - Indemnify the landlord against all costs and charges excluding water charges but including all charges in respect of regular servicing and plant maintenance of all fixtures and fittings in line with manufacturers recommendations.
 - Ensure safe and proper removal of rubbish
 - Ensure all changing and meeting rooms kept clean and tidy and are washed out after each occasion and on the day of use
 - Ensure all showers and toilets used on match days are cleaned after each match and on the day of use
 - Ensure kitchen facilities are cleaned regularly and immediately after each match
 - To insure club members and officers against all public and private liability and insure contents.
 - To keep the landlord fully indemnified against all claims
 - Not to store any materials or equipment other than those required in connection with the playing of bowls.
 - Materials that are stored must be stored in a proper manner
 - To display information notices detailing such matters as opening hours club fixtures organised club activities etc in a prominent position which shall be professionally produced and approved by the Landlord prior to their display.
 - To report any defect, vandalism and damage for which the Landlord is responsible
 - Maintain in a clean and tidy condition the premises and ensure they are secure
 - To insure all visiting clubs are made aware of the rules and regulations concerning proper use of the premises.

- Formulate and maintain proper arrangements for the use of the premises by visiting clubs with the charges for such use to be agreed in writing between the landlord and the tenant prior to the commencement of each bowls season.
- Landlord covenants to:-
 - Maintain and repair the bowls surface and irrigation system
 - To provide adequate building insurance cover for the premises
- This lease may be determined by either party at any time after the expiry of the first year of the term by serving on the other not less than 6 months notice in writing whereupon the expiry of such notice the terms hereby granted shall immediately cease and determine.

Possible actions

- Council are freehold owners of the bowling green and pavilion, subject to the restrictive covenants referred to above. It is noted that the covenants relating to use as a public or municipal bowling green does not specify the standard to which it must be maintained. In this regard the Council could reassess the standard required.
- Explore the municipal side of the Club's activity, and review the terms and conditions on which the municipal use is specified. Ask for evidence of municipal usage.
- The Council could attempt to renegotiate the lease with the Club to include the whole site rather than simply the pavilion.
- The original covenant in the deed is dependent upon the number of members in the bowling club – if it drops below 20 at any time, the obligation to maintain as a bowling green (but not as a sports/recreation field) will cease. Number of members is required.

Hay on Wye and Crickhowell (Cricket & Bowling)

- Both sites are currently used by a number of clubs on an informal pay per play basis and on fixture lists.
- The Hay site has two active leases, one to the cricket club for the practice wicket and net and one to the tennis club for the hard surfaced tennis court – both require no maintenance from the Council.
- PCC currently undertake all maintenance and upkeep of playing facilities.

Possible Actions

- It is proposed that the relevant sports clubs are encouraged to form a sports association for the better management and use of the individual sports grounds.
- A Lease could then be negotiated with the relevant sports associations to take over all responsibility for maintenance and repair from the County Council.
- CAT opportunities?

Builth Wells Bowling Club

- The Council are the freehold owners of the land acquired from the Thomas Lant Estate by a conveyance dated 5 February 1924.
- The Conveyance contains covenants restricting the use of the site – “...to support improve and maintain the land for the purposes of public walks and pleasure grounds...”
- The Bowling Green is situated on this land and a new Pavilion was constructed around 1995 by Brecknock Borough Council.
- The Pavilion and Green are currently used by the Builth Wells Bowling Club who pay a fee to the County Council on an annual basis on demand. There is no indication of how this fee is assessed, and there is no formal lease in place.
- Club Officials confirm they pay a fee amount but do not know how it is calculated, and also confirm that the Council undertakes full maintenance of the Greens and exterior of the Pavilion.

Possible action

- Consider either negotiating a Lease with the current Bowling Club, in line with that existing in the case of Brecon, or alternatively considering whether the property can be the subject of a CAT to the bowling club.