

Agenda Item	10
Report No	RC/036/17

HIGHLAND COUNCIL

Committee: Ross & Cromarty

Date: 31 October 2017

Report Title: **Tain Common Good - Request for 25 year lease of Grant Park by St Duthus Football Club**

Report By: Steve Barron, Chief Executive

1. **Purpose/Executive Summary**

1.1 This report asks Members to consider the request from St Duthus Football Club for a 25 year lease of the area known as Grant Park. The proposed Heads of Terms are attached for Members' information. The report notes that there is an open football pitch available for all to use on Tain Links which is not included within this request.

2. **Recommendation**

2.1 Members are asked to: approve the request for a lease of Grant Park on the proposed Heads of Terms as contained in Appendix One.

3. Background

- 3.1 Tain Common Good includes a large and well used recreational area known as Tain Links. Beside the links there is another area known as Grant Park which is the subject of this report.
- 3.2 Grant Park includes a football pitch along with some associated land including a track and an area sometimes used for parking for local events. There is also a track to the side of Grant Park that leads to some of Tain Common Good's grazing land.
- 3.3 Grant Park has been used as a football pitch for some considerable time but no lease has been in place since the expiry of the last 21 year lease to the St Duthus Football Club (the Club) which ended in 2009. At that time the Football Club was largely in abeyance but it has been revitalised in recent years and is now very active both in terms of playing and also fund raising etc.

4. Proposed Lease

- 4.1 The proposed lease is attached at **Appendix One**. The club has advised they are content with the terms.
- 4.2 Members will note that the terms include priority times for Club use but also allow for use of the pitch by others with the agreement of the Club. This strikes a balance between the Club's understandable wish to control use of a pitch into which they intend to invest significant time and money and the need to ensure that the facility provides the maximum community benefit. It is also important to note that there is an open pitch on the links immediately adjacent to Grant Park which is open to all to use.

5. Local Consultation

- 5.1 Local members have been consulted on the proposal and are fully supportive. The Royal Burgh of Tain Community Council has been consulted. They are also supportive of the proposed lease on the understanding that other clubs will be able to use the facilities including changing rooms etc subject to reasonable conditions, as allowed for within the proposed lease.

6. Implications

- 6.1 Resource – The Club intends to seek external resources to improve the pitch and also, in due course, to provide a sports pavilion. The lease is therefore likely to result in increased resources being pulled in to improve this facility. The Club will be responsible for the upkeep of the land and there are therefore no negative implications for the Tain Common Good Fund.

6.2 Community - The local community will see an improved facility. Other clubs will be able to request use of the pitch outwith the priority times and such requests cannot be unreasonably refused. The Lease also includes provision for the car parking area to continue to be used for community events so this benefit will not be lost to the community. The lease length is 25 years does tie up this asset for a lengthy period but the lease does contain mutual break options every 5 years which provides a safeguard should the facility, for example, fall into disuse.

6.3 Equality - none
Legal - none
Poverty – none
Rural - none.
Climate Change/Carbon Clever - none
Risk – none
Gaelic - none

Designation: Steve Barron, Chief Executive
Date: 18 October 2017

Author: Helen Ross, Senior Ward Manager, CSER

Background Papers:

1	Tenant	St Duthus Football Club.
2	Subjects	The subjects comprise a playing field and ground to the west side of Shore Road, Tain, known as Grant Park. The area of ground extends to 2.2 Hectares / 5.42 Acres or thereby. Map attached for guidance purposes. Appendix A - Plan.
3	Rent	£1.00 pa (One Pound) if asked. No rent reviews. Should the tenant introduce any form of levies, the Landlord reserves the right to amend the rental charge and mechanism of charges.
4	Date of Entry	Mutually agreed between both parties.
5	Term	Twenty Five Years with mutual break options every five years.
6	Use	<p>To be used by the tenant for the promotion and playing of football and all other purposes ancillary thereto and no other use whatsoever, unless prior written consent has been given by the Landlord. Such consent will not be unreasonable delayed or withheld and the Landlords decision is final.</p> <p>St Duthus FC must make the facilities available to support other clubs and public events where there is no significant detriment to St Duthus FC. St Duthus FC will be in full control of managing the use and the terms and conditions of users to maintain the high quality playing surface. This will include St Duthus FC governing the precondition and post condition of the facility and addressing the rules and regulations for the use of the park which again will be of fair and reasonable terms and conditions. Such approaches for the use of the Grant Park facilities to St Duthus FC should not be unfairly or unreasonably refused or delayed. (A fair reason for refusal would be pitch over-use with detriment to the playing surface.)</p> <p>Bodies/ groups wishing to use the park will first approach the Highland Council Ward Manger or equivalent Common Good keeper and approaches if suitable for the venue, will then be directed to St Duthus FC for consideration and management.</p> <p>The facilities will be un-available specifically to the public or other groups (Unless mutually agreed) during St Duthus FC match commitments, local games and training sessions which would in most cases (but not exclusively) be Saturdays and Sundays. Training Sessions and games through the week will be from 3.00 – 10.30pm and again as required to meet St Duthus FC football league commitments. (Appendix B.)</p> <p>Public groups will not be charged a hiring fee for using the facilities. Fair and reasonable incidental costs only.</p> <p>The tenant will not make any introductions to the property that could be a nuisance factor to neighbouring proprietors and occupiers.</p>
7	Insurance	The Landlord will insure the premises only excluding any alterations or equipment the tenant introduces and the tenant will reimburse the Landlord of the fair and reasonable insurance premium. The tenant shall be responsible for the insuring of their own property and their items within the

7	Insurance cont/	leased area and solely responsible for public liability insurance cover of £5million. The Tenant shall indemnify the landlord from any possible claims and cases related thereto.
8	Repairs	The tenant accepts the subjects in their present condition and will be responsible for the subject's full care and repairs which will be to the fair and reasonable satisfaction of the Landlord. (Such works to be carried out will be of good workmanship and using materials that shall be fit for purpose and of certified merchantable quality). The tenant will be fully responsible for any alteration / introductions that the tenant introduces. Appendix A - Yellow track excluded.
9	Schedule of Condition	Should the tenant not accept the subjects in their present condition (as deemed good condition) a Schedule of Condition including photographic recording will be prepared and agreed prior to the lease commencement.
10	Maintenance	Area is to be kept clean and tidy and litter to be removed regularly, as required, to ensure a litter free environment of the lease subjects and of the immediate surrounding areas. Good housekeeping at all times. The tenant will be responsible for the full repair and maintenance of their leased area perimeter fencing and gates. All structures and responsibilities to be maintained by the tenant.
11	Grounds Maintenance	The tenant will be responsible for undertaking grounds maintenance. The playing field highlighted in blue on the attached (Appendix A) map, will be maintained / grass cutting to a fair and reasonable standard, to provide a suitable playing surface for ball sports including football. Occurrence to be as and when required for ball playing surfaces.
12	Planning	The tenant will be responsible for obtaining any necessary planning consent or other statutory consents in respect of their proposed uses.
13	Alterations	The tenant must apply in writing to the landlord for any alterations, works or amendments the tenant may wish to introduce. The tenant shall not undertake any alterations or construction works whatsoever to the subjects without the prior written consent of the landlord, which will not be unreasonably withheld or delayed. Consent is at the Landlords sole discretion. Current intentions of use and alteration by the tenant (Appendix C.) are acceptable in principle as of today's Landlords governance and date, though subject to change by the Royal Burgh of Tain Common Good (Landlord's) governance. For the avoidance of doubt Landlords permission does not imply any other form of consent such as Planning Permission or Building Warrant approval or any other statutory or local consent.
14	Assignment / Sublet	The subjects will not be assigned or sublet without the prior written consent of the landlord which will not be unreasonably withheld or delayed. Consent is at the Landlords sole discretion.

15	Signage	All Signage at the subjects must be approved in writing by the landlord and no signage shall be displayed until the approval has been fully granted in writing which will not be unreasonably withheld or delayed. Consent is at the Landlords sole discretion. This approval does not cover any other approval which may require local or statutory consents. Consultation with neighbours will be essential.
16	Costs	All utility and any property tax cost will be the full responsibility of the tenant. The Landlord will not be responsible for any financial cost related to the use and occupancy of the subjects of lease. The incoming tenant will be responsible for all fair and reasonable costs with regard to the renewed lease. This will include Legal fees, Registration fees, Surveyor fees and Architect fees. For indicative purposes only, the fees may come to the circa of £1,000 for the above.
17	Landlords Special Conditions	The landlord reserved rights:- To use the areas only out-with the blue outlined sports pitch for additional car parking, as and when required for local public events (Appendix A). The Landlord shall be required to submit in writing their intention to utilise the area with a minimum of 14 days' notice and reinstate the grounds where significant damage has occurred by the car parking use. The tenant may only object where a football match for league purposes has already been organised and time does not allow arrangement for alternative premises be sought. To permit pedestrian and vehicular access to the west properties along the south boundary track highlighted in yellow in Appendix A - Plan .
18	Irritancy	The Landlord reserves the right to terminate the lease on directly / indirectly incurring any forms of irritancy or through any other medium. Good, fair and reasonable neighbourly behaviour and housekeeping must be adhered to at all times, failure to do so may result in the tenancy being terminated.

Agreement	Should these terms be agreeable to the St Duthus Football Club please date and sign the below. Valid for 4 months from 11/09/2017. For the avoidance of doubt, these terms and conditions will require approval from the Royal Burgh of Tain Common Good.		
Position in Group		Print Name	
Date		Signature	

Appendix A – Plan



Appendix B – Priority Use of Pitch

Day	Time
Monday	15.00 - 22.30
Tuesday	15.00 - 22.30
Wednesday	15.00 - 22.30
Thursday	15.00 - 22.30
Friday	15.00 - 22.30
Saturday	All Day
Sunday	All Day

The Tenant may require occasionally to operate out-with the above core times and dates to fulfil their football league requirements. In such times, the tenant will make the best endeavours to accommodate any other club or organisation whose events have had to be cancelled due to tenant's actions. The tenant will be responsible for meeting the fair and reasonable incidental costs of the public / community events cancellation costs. i.e. Reprinting Flyers, Advertising, etc.

Appendix C. – Tenants Intention of Use.

<ul style="list-style-type: none"> To surround the perimeter of the area marked in blue in Appendix A with a wall or fence. [Similar to other FC Clubs (height 6ft) and a wide gate for access.]
<ul style="list-style-type: none"> To build a set of changing rooms or a sports pavilion on the ground within the area marked in blue.
<ul style="list-style-type: none"> To install a small barrier or fence (height 3ft approx) around the actual pitch area, which is a requirement of the current football league [to protect assistant referees from spectators.]
<ul style="list-style-type: none"> To build two dugouts/sports shelters, similar in design to a typical high school cycle shelter.