
**ROCHFORD TOWN SPORTS AND SOCIAL CLUB –
APPLICATION FOR NEW LEASE ON THE PAVILION AT
ROCHFORD RECREATION GROUND, ROCHFORD**

1 SUMMARY

- 1.1 The report seeks Members' views with regard to the agreement for a new lease in respect of the above.

2 BACKGROUND

- 2.1 The current lease was first granted in December 1987 for the term of 7 years. It was reviewed on 28 November 1994 for a further period of 7 years. A request for renewal was considered by the Finance and General Purposes Committee on 6 December 2001. At that time the Club was asking for a 21-year lease in order to extend the Pavilion.

- 2.2 Members at that time had a number of concerns regarding the extension of the Pavilion and the principle of agreeing such a long lease. The Committee resolved:-

“That the lease renewal request from the Rochford Town Sports and Social Club be referred to the Leisure Sub Committee to address the wider issues surrounding the application and the concerns raised. The local Ward Member and Club representatives to be invited to attend the Sub Committee meeting.”

- 2.3 The Leisure Sub Committee considered the issue on 8 January 2002 and recommended that:-

“The Rochford Sports and Social Club be requested to submit a full business plan outlining their aims and objectives for the future pavilion at Rochford Recreation Ground. Furthermore, they be asked to clarify their constitution's aims, in particular those relating to sport.”

- 2.4 The above recommendation was ratified by the Community Services Committee on 5 February 2002. Since that time the lease has been carried over on current terms pending a final decision.

- 2.5 Following the above decision, the Club requested a meeting with officers in order to gain a better understanding of Members' requirements. A meeting took place on 14 May 2002. A letter was sent to the Club on 16 May, confirming the discussions and setting out the Council's requirements. At that time the Club indicated that they would seek planning permission for the extension prior to carrying out work on the business plan.

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- 2.6 The Club applied for planning permission, which was granted at the Planning Services Committee on 20 February 2003.
- 2.7 A business plan was received from the Club on 7 August 2003.
- 2.8 The business plan as submitted contained insufficient information and a letter was sent to the Club on 30 September 2003, explaining the further information required. It was explained to the Club that the information being sought was no more than would be required for any bid for grant funding.
- 2.9 The Club has now decided that they no longer wish to pursue the 21-year lease or, indeed, the extension of the Pavilion. They now believe that the existing Pavilion is sufficient to meet their current needs.
- 2.10 The Club is seeking as long a lease as possible. They would prefer not to have to produce a business plan and would, therefore, be happy with the current arrangement of a 7-year lease if this obviated the need for a plan.
- 2.11 On the above basis, a new lease would commence from 1 December 2001 for a period of 8 years. The Club would be required to pay any additional rent from that period and all of the Council's legal and valuation costs.
- 2.12 The lease would be for the existing area of land as shown in the attached plan.

3 CLUB SERVICE PROVISION

- 3.1 The Club's primary role is that of team football. At present the Club runs the following:-
- 3 Adult Sunday teams
 - 1 Ladies' team
 - 3 Junior (13/14/16 year-old) teams
 - 2 Adult Saturday teams.
- 3.2 Other activities are run, particularly in the summer, such as:-
- Rounders day
 - Fun cricket
 - Charity Children's tournament

In addition, the club provides children's parties at Halloween and Christmas.

4 RISK IMPLICATIONS

4.1 Resource Risk

If the lease is not renewed, there will be a loss of rental income and additional costs in relation to the upkeep of the Pavilion.

4.2 Operational Risk

If the building reverts to the Council, there will be a need to identify a new usage which may impact on current operational demands.

4.3 Reputation Risk

If a lease is granted and problems occur at the premises, the Council could receive adverse criticism.

5 CRIME AND DISORDER IMPLICATIONS

5.1 Provision of organised activities such as junior football can have a beneficial effect on crime and disorder issues.

6 ENVIRONMENTAL IMPLICATIONS

6.1 Whilst noise nuisance has been an issue on occasions, it does not appear to be constant. The Club has itself suffered from vandal damage and youth nuisance but is coping with these problems.

7 RESOURCE IMPLICATIONS

7.1 There will be no costs incurred by the Council other than officer time in connection with the preparation and completion of the lease.

7.2 Rent will be assessed at market value.

7.3 If the lease is not renewed, the Council will lose rental income and incur additional expenditure in running and maintaining the Pavilion

8 LEGAL IMPLICATIONS

8.1 The Council is not obliged to renew the lease, but is required to discharge its functions in a reasonable manner.

- 8.2 The Club provides a local sports facility, including provision for organised children's football. The revised lease will provide an opportunity to ensure greater controls where Members may feel they are appropriate.

9 PARISH IMPLICATIONS

- 9.1 The Club and its facilities is situated within the Rochford Parish

10 RECOMMENDATION

- 10.1 It is proposed that the Committee **RESOLVES**

To determine a view with regard to the renewal of the lease.

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Background Papers:-

None.

For further information please contact Roger Crofts on:-

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