

## Report No. 2

### Report to Policy and Resources Committee 3<sup>rd</sup> December 2014

#### Malmesbury Victoria Football Club – alteration to lease

##### 1. Purpose of the report

- 1.1 To advise the committee of a request made by Malmesbury Victoria Football Club for additional land to be included within their lease so as to enable a storage unit to be installed.

##### 2. Background

- 2.1 The Malmesbury Victoria Football Club (MVFC) together with the Athelstan Players and Malmesbury Boxing Club entered into a new lease with the Town Council for the land at the Flying Monk Playing Field in 2010
- 2.2 Each lease specified land to be used exclusively by the tenant and that which was available for use by all tenants for purposes such as parking and circulation.
- 2.3 In 1993 the MVFC applied for planning permission to extend the clubhouse and changing rooms so as to provide improved facilities and storage..
- 2.4 The planning application was supported by the Town Council and permission was granted.
- 2.5 Footings were installed to protect the permission until such time as funds were available but no discussion was held with the Town Council about extending the land shown on the lease.
- 2.6 When the lease was renegotiated in 2010 the then trustees of the MVFC did not request alteration of the boundary of land used by the club to reflect the previously obtained planning permission and therefore the new leases did not incorporate this change. .

##### 3. Proposal

- 3.1 The MVFC is under pressure to provide suitable storage facilities and has obtained a grant from the Area Board towards the provision of a storage container.
- 3.2 The only suitable place for the siting of the storage container is at the western end of the clubhouse, on the land intended for the extension and which is outside of the terms of the lease issued to the MVFC.
- 3.3 Although the land was never formally included within the lease it has over the years been used only by the MVFC upon which to site a small storage container and as a patio.
- 3.4 The other tenants have been approached about the request made by MVFC and have confirmed that they have no objections.
- 3.5 The Town Council's solicitor has indicated that subject to the Town Council and all three tenants agreeing to the proposal the matter may be resolved by the issue of variations and additions to the leases.
- 3.6 The alterations will need to be lodged with the Land Registry and approved by Fields in Trust.

4. Financial implications and risks

- 4.1 The grant agreed by the Area Board to the MVFC is time limited and unless agreement is reached over the additional land there is the chance that the grant may be withdrawn.
- 4.2 The cost to the Town Council of the legal work involved is estimated to be in the region of £700 plus the fee levied by Fields in Trust. It will be for the tenants to decide if they wish to take legal advice.
- 4.3 It has been previously agreed that whenever alterations to leases are requested by the tenants and such alteration is for their benefit, the costs are borne by the tenant(s) and not the Town Council.
- 4.4 Whilst no formal application was made at the time of submitting the planning application in 1993 the Town Council minutes show that there was considerable support from the Town Council for what was viewed as being a chance to improve the existing facilities.

5. Recommendations

- 5.1 Members are recommended to consider the request made by MVFC and, if agreed, whether the club should be responsible for the costs incurred.

Jeff Penfold  
Town Clerk  
23<sup>rd</sup> November 2014