

Property Sub-Committee - Wednesday 01 November 2023

Lease of land at Leycett Cricket Club, Leycett Lane, Newcastle.

Property PID 5176

Local Member: Paul Northcott – Newcastle Rural

Recommendation(s) by Mark Deaville Cabinet Member for Commercial Matters

To grant a new 5 years' lease from 17th October 2023 at a rent of £1 per annum to Leycett Cricket Club and waiver rent due from previous lease.

Agreement of the final details of the proposed new lease to be delegated to the Assistant Director for Commercial and Assets.

Transaction Summary

1. Current Arrangements

The Cricket Club previously had a supplemental lease from the County for 5 years which expired on 19th May 2011 at a rent of £300 per annum. The original lease was not excluded from the Landlord and Tenant act. They have since been holding over to current date with no rent payments received.

2. Proposals

To grant Leycett Cricket Club a new 5 years' lease at £1 per annum (if demanded) on a full repairing and liability basis.

3. Undervalue Transaction

Alternative use would only be likely for grazing land and, in a better location/access/utilities, may achieve £500 per annum rent.

As the current location of the land has no direct access or utilities and is a former landfill site, it is considered not unreasonable to consider a low or no rent proposal, particularly as large areas of the retained landfill site adjoining are vacant and being managed and monitored by the County.

Supporting Details

4. Background Information

The land forms part of the North-East section of the cricket club field and prior to this was a former landfill site, still requiring monitoring, and is not suitable for development with no independent means of access or facilities – please see Site Plan.

Whilst the land is only part of the cricket field, it is integral to the overall operation of the cricket club and managed and fenced within the boundary.

The land was originally leased to the Club from the 1st March 1999 for a term of 3 years paying the annual rent of £140.

A further supplemental lease was agreed and entered on the 15th September 2003 between the County and the Club with similar terms for a further 3 years.

A further supplemental lease was agreed dated 6th May 2006 with a term of 5 years from 20th May 2006 until 19th May 2011 at a revised annual rent of £300 with similar remaining terms.

The 2006 lease has not been renewed since 2011, nor has the rent been collected. On negotiation and renewal of terms with recovery of rent due, the Cricket Club counter requested future terms to exclude rent and recovery of rent due on the basis their organisation is not for profit and provides valuable local community functions and activities.

The club claim a discussion had been made in 2006, with the then local Cllr Frank Chapman, for the future occupation to be on a peppercorn rent on the basis it was for community use and with it being waste contaminated land. It is then claimed, although not formalised, that the club was then advised by the County Councillor not to pay the rent – see Supporting Letter.

Officers have been unable to locate records to substantiate these claims.

The club have provided a statement to demonstrate that the facility is open for use by anyone who wishes to participate in cricket and much wider community activities, as evidenced in Supporting Letter 2.

Subsequent discussions have been ongoing between the Cricket Club and County Officers to reach a resolution and to ensure a new lease

agreement is in place, but the matter of rent and sums due has not been resolved.

The Club have requested that we present their request, no rent and to waiver rent due, to Property Committee on the basis that they are a community facility, and they operate on a not-for-profit basis with funds reverting to support the ongoing facilities on site.

5. Alternative Options

None discussed, the club have a right to renewal of lease currently as not excluded from L&T Act.

6. Implications of Transaction for County Council (Risks)

Operational: Without the land it will impact operations of the club on site.

Legal: The club have the benefit of Landlord & Tenant protection in their previous lease agreement.

7. Community Impact*

To be healthier and more independent

To feel safer, happier, and more supported in their community

8. Comments from Local Member

Cllr Northcott has been requested to comment – to be reported to committee.

9. Support/Approval of the Proposal

Head of Corporate Assets



Signed:

Name: Lee Wells

Date: 19/10/2023

10. Author/Valuer/Officer(s) Advising on this Transaction

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List of Background Documents/Appendices:

Site Plan
Supporting Letter
Supporting Letter 2

*3 priority Outcomes for the people of Staffordshire are:

- To be able to access more good jobs and feel the benefits of economic growth
- To be healthier and more independent
- To feel safer, happier and more supported in their community.

