

Teignbridge District Council Executive

11 February 2025

Part II (para 3 applies)

Dawlish Marina Bowls Club Lease Proposal

Purpose of Report

To seek authority to grant Dawlish Marina Bowls Club a leasehold interest for a term of 28 years.

Recommendation(s)

The Executive RESOLVES to:

- (1) Approve the grant of a 28-year lease to Dawlish Marina Bowls Club.
- (2) Delegate authority to the Director of Corporate Services to take such decisions as are necessary and appropriate to conclude the grant of the lease.

Financial Implications

See 2.1 for financial implications.

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Legal Implications

There are no legal implications arising out of this report save that the Council is obliged to obtain best value for its asset.

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Risk Assessment

See 2.3 for an assessment of the risks.

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Environmental/ Climate Change Implications

See 2.4 for Environmental/Climate Change Implications

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Executive Member

Cllr David Palethorpe, Executive Member for Assets, Economic Development and Communication

Cllr John Nutley, Executive Member for Open Spaces, Leisure, Sport, Resorts and Tourism

Appendices/Background Papers

1. Introduction/Background

On 26th April 1996, a Tenancy was granted to Dawlish Marina Bowls Club to occupy land and buildings at Sandy Lane, Dawlish. The lease granted was for a term of 28 years from 1st April 1994. The Contractual Term of that lease expired on 31st March 2022, however, the Lease continues by virtue of the protective provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954.

A further lease of 28 years will allow the Club to access funding from third party organisations such as Bowls England and Sports England, giving the Club opportunity to improve the playing surface as well as adapt the clubhouse to offer improved facilities suitable for Junior bowls and the Women's game, thus allowing further engagement with the local community.

2. Implications, Risk Management and Climate Change Impact

2.1 Financial

Under the proposed new lease, the rent would be set at £1 per annum (reduced from the current passing rent of £2,500 per annum). However, the tenant would take on the full maintenance responsibilities for the building, which would save the Council approximately £7,500 per annum. The existing lease, as a result of the obligation for the Council to maintain the building and bowling green, means it is particularly onerous

for the Council. The proposed new lease, with a cost neutral position, presents best value when compared to other similar leases across the South West.

2.2 Legal

Dawlish Marina Bowls Club currently occupy the premises under a protected tenancy (i.e. within the Landlord and Tenant Act 1954) and the Club as the tenant therefore has the right to remain in occupation of the premises, in the absence of statutory grounds to refuse a new lease (there are currently no legitimate statutory grounds), and for the new lease to be on substantially the same terms as the existing lease (which means the proposed lease offers particularly good value to the Council, given the maintenance costs liabilities will drop away completely).

Under the Act, the maximum term a court can order for a renewed lease is typically 15 years if the parties cannot agree on the length of the new lease; however, the parties can still agree to a longer term if they choose to do so. In this case, a lease term of 28 years has been agreed as this reflects the previous lease term, will support the Club's application for grant funding and in addition we cannot reasonably foresee any other uses for the property.

2.3 Risk Assessment

There are no perceived risks with regard the recommendations of this report, as it allows the Council to adopt a consistent approach with all its sports clubs whilst allowing the Club to continue its operations, as well as apply for additional funding/grants for the betterment of the site and its users.

2.4 Environmental/Climate Change Impact

There is not considered to be any environmental/climate change impact based on the recommendations of this report.

3. Alternative Options

Do nothing and retain the lease in its current holding over form, with the Council dealing with the lease renewal sometime in the future:

This would frustrate the Club's ability to apply for funding to improve the facilities. It would also mean that the Council would continue to pay for the repairs and maintenance of the clubhouse building and bowling green.

Refuse a new lease:

The Council currently has no reasonable grounds to oppose the granting of a further lease.

4. Conclusion

A new 28-year lease will enable the Club to invest into the facilities and ensure future engagement within Dawlish. The Council will also benefit from the position of being cost neutral, as the maintenance liabilities would pass to the Bowls Club.