

# Alice Park Trust Sub-Committee

**Date: Wednesday, 4th September, 2019**

**Time: 6.00 pm**

**Venue: Kaposvar Room - Guildhall, Bath**

Councillor Rob Appleyard

Councillor Paul Myers

Councillor Joanna Wright

Co-opted members non-voting: Paul Hooper (Independent) and Graham Page (Independent)

Chief Executive and other appropriate officers

Press and Public



**Marie Todd**

**Democratic Services**

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## NOTES:

1. **Inspection of Papers:** Papers are available for inspection as follows:

Council's website: <https://democracy.bathnes.gov.uk/ieDocHome.aspx?bcr=1>

Paper copies are available for inspection at the **Public Access points:-** Reception: Civic Centre - Keynsham, Guildhall - Bath, The Hollies - Midsomer Norton. Bath Central and Midsomer Norton public libraries.

2. **Details of decisions taken at this meeting** can be found in the minutes which will be circulated with the agenda for the next meeting. In the meantime, details can be obtained by contacting as above.

### 3. **Recording at Meetings:-**

The Openness of Local Government Bodies Regulations 2014 now allows filming and recording by anyone attending a meeting. This is not within the Council's control. Some of our meetings are webcast. At the start of the meeting, the Chair will confirm if all or part of the meeting is to be filmed. If you would prefer not to be filmed for the webcast, please make yourself known to the camera operators. We request that those filming/recording meetings avoid filming public seating areas, children, vulnerable people etc; however, the Council cannot guarantee this will happen.

The Council will broadcast the images and sounds live via the internet [www.bathnes.gov.uk/webcast](http://www.bathnes.gov.uk/webcast). The Council may also use the images/sound recordings on its social media site or share with other organisations, such as broadcasters.

### 4. **Public Speaking at Meetings**

The Council has a scheme to encourage the public to make their views known at meetings. They may make a statement relevant to what the meeting has power to do. They may also present a petition or a deputation on behalf of a group. They may also ask a question to which a written answer will be given. **Advance notice is required not less than two full working days before the meeting. This means that for meetings held on Thursdays notice must be received in Democratic Services by 5.00pm the previous Monday.** Further details of the scheme:

<https://democracy.bathnes.gov.uk/ecCatDisplay.aspx?sch=doc&cat=12942>

### 5. **Emergency Evacuation Procedure**

When the continuous alarm sounds, you must evacuate the building by one of the designated exits and proceed to the named assembly point. The designated exits are signposted. Arrangements are in place for the safe evacuation of disabled people.

### 6. **Supplementary information for meetings**

Additional information and Protocols and procedures relating to meetings

<https://democracy.bathnes.gov.uk/ecCatDisplay.aspx?sch=doc&cat=13505>

#### Decision Making Powers of the Sub-Committee:

1. To discharge the Council's role as Corporate Trustee for the Alice Park Trust, in line with Charities Commission guidance. The objects of the Alice Park Trust are for use as a public park and children's recreation ground.
2. To agree the Trust's annual budget and business plan.
3. To approve the use of any reserves.
4. To agree the Trust's annual accounts.
5. To receive and respond to the audit findings relating to the annual accounts.
6. To receive reports on the effective day to day management and financial performance of the Trust.
7. To allow interested parties to give their view on the performance and direction of the Trust.

**Alice Park Trust Sub-Committee - Wednesday, 4th September, 2019**

**at 6.00 pm in the Kaposvar Room - Guildhall, Bath**

**A G E N D A**

1. ELECTION OF CHAIR

2. ELECTION OF VICE CHAIR (IF REQUIRED)

3. WELCOME AND INTRODUCTIONS

4. EMERGENCY EVACUATION PROCEDURE

The Chair will draw attention to the emergency evacuation procedure as set out on the Agenda.

5. APOLOGIES FOR ABSENCE AND SUBSTITUTIONS

6. DECLARATIONS OF INTEREST

At this point in the meeting declarations of interest are received from Members in any of the agenda items under consideration at the meeting. Members are asked to indicate:

(a) The agenda item number in which they have an interest to declare.

(b) The nature of their interest.

(c) Whether their interest is **a disclosable pecuniary interest** *or* an **other interest**,  
(as defined in Part 2, A and B of the Code of Conduct and Rules for Registration of Interests)

Any Member who needs to clarify any matters relating to the declaration of interests is recommended to seek advice from the Council's Monitoring Officer or a member of his staff before the meeting to expedite dealing with the item during the meeting.

7. TO ANNOUNCE ANY URGENT BUSINESS AGREED BY THE CHAIR

The Chair will announce any items of urgent business accepted since the agenda was prepared under the Access to Information provisions.

8. ITEMS FROM THE PUBLIC - TO RECEIVE DEPUTATIONS, STATEMENTS, PETITIONS OR QUESTIONS

9. MINUTES OF THE MEETING OF 25 FEBRUARY 2019 (Pages 7 - 14)

To confirm the minutes of the meeting held on 25 February 2019.

10. CHAIR'S UPDATE

The Chair will give an update on the following issues:

- Heritage Notice Boards
- Footpath join-up
- General maintenance

11. HEADS OF TERMS FOR SKATEPARK LEASE (Pages 15 - 32)

To formally agree the proposed Heads of Terms for the skatepark lease.

12. TENNIS COURTS LEASE (Pages 33 - 56)

The Sub-Committee is asked to approve the grant of a 25 year lease of the six tennis courts in Alice Park to the Council to carry out a refurbishment project and to take on the operation and all liabilities associated with the courts throughout the 25 year period.

13. PETANQUE FACILITY

Chris Garrett from the Bath Grand Cru Petanque Club will address the Sub-Committee regarding petanque in Alice Park.

14. WILDLIFE GARDEN

To receive an update from Sam McGuire regarding the wildlife garden in Alice Park.

15. PROCESS FOR MEMORIAL BENCHES ETC

A request has been received regarding the provision of a memorial park bench in Alice Park. To discuss the process that should be taken.

16. DATE OF NEXT MEETING

To consider the date of the next meeting.

The Committee Administrator for this meeting is Marie Todd who can be contacted on 01225 394414.



## **ALICE PARK TRUST SUB-COMMITTEE**

### **Minutes of the Meeting held**

Monday, 25th February, 2019, 6.00 pm

Councillor Rob Appleyard	-	Bath and North East Somerset Council
Councillor Michael Norton	-	Bath and North East Somerset Council
Councillor Geoff Ward (Chair)	-	Bath and North East Somerset Council
Councillor Lin Patterson	-	Bath and North East Somerset Council (non-voting)
Paul Hooper	-	Independent Member (non-voting)
Graham Page	-	Independent Member (non-voting)

#### **35 WELCOME AND INTRODUCTIONS**

The Chair welcomed everyone to the meeting.

#### **36 EMERGENCY EVACUATION PROCEDURE**

The Democratic Services Officer explained the emergency evacuation procedure.

#### **37 APOLOGIES FOR ABSENCE AND SUBSTITUTION**

Apologies for absence were received from Mark Cassidy, Team Manager, Parks and Bereavement Services.

#### **38 DECLARATIONS OF INTEREST**

There were no declarations of interest.

#### **39 TO ANNOUNCE ANY URGENT BUSINESS AGREED BY THE CHAIR**

There was no urgent business.

#### **40 ITEMS FROM THE PUBLIC - TO RECEIVE DEPUTATIONS, STATEMENTS, PETITIONS OR QUESTIONS**

There were no public questions or statements.

#### **41 MINUTES OF THE MEETING OF 22 OCTOBER 2018**

The minutes of the meeting held on 22 October 2018 were confirmed and signed as a correct record.

#### **42 TENNIS IN ALICE PARK**

Colin Fairweather, from U3A, who organises tennis sessions in Alice Park, made a statement regarding the poor quality of the tennis court surfaces and asked what the

Trust planned for the tennis courts in the future. He stated that U3A members paid to use the courts and had concerns regarding the dilapidated state of the facilities. He also had concerns regarding health and safety and risk of injury. He informed the Sub-Committee that the nets had been replaced and should now last about five years. He also stated that the U3A organisation may be able to make a financial contribution towards any improvement if necessary.

Graham Page stated that moss was growing on the tennis courts and felt that it would be necessary to sweep and clean the surfaces to make them less slippery. He also felt that if professionals were using the courts for coaching purposes then they should pay a higher fee for their use.

Cllr Appleyard felt that this matter should be addressed to avoid losing the revenue from tennis court users. He also queried the position with regard to the long-term future of the courts and the Lawn Tennis Association offer. He raised the possibility of using the Community Payback service to undertake some of this work.

The Chair acknowledged the concern of the tennis court users and was keen to ensure that people continued to use the facilities. He explained that the Lawn Tennis Association hoped to carry out a largescale refurbishment of the courts in the future.

RESOLVED: To agree that the Chair raise this issue with the B&NES Parks Department and to request that some remedial work be carried out to improve the surfaces of the tennis courts.

#### **43 ALICE PARK WILDLIFE GARDEN**

The Sub-Committee considered a report submitted by Sam McGuire, a local resident, which set out proposals to create a self-sustaining wildlife area in and around the ponds of Alice Park. The work would be carried out free of charge by local volunteers and the Trust would only need to pay for materials.

Cllr Patterson welcomed the proposals as she felt that a wildlife area would contribute to improved health and wellbeing and sustainability.

Paul Hooper supported the proposal and pointed out that he had previously suggested erecting a fence in this location.

Cllr Appleyard was encouraged by the vision put forward for this area and queried whether the water pump had been installed in accordance with relevant health and safety legislation. Mr McGuire confirmed that a qualified electrician had carried out the work.

Graham Page queried whether a natural barrier such as a hedge had been considered instead of fencing. However, it was noted that this would involve higher maintenance costs.

Cllr Norton asked whether volunteers would be covered by insurance while carrying out work in the park. Mr McGuire confirmed that his company would cover volunteers under its insurance policy.



RESOLVED:

- (1) To approve the proposals set out in the report to create a wildlife area in and around the ponds of Alice Park.
- (2) To approve the following expenditure for this project:
  - (a) £300 towards the cost of the purchase of plants.
  - (b) £1,050 including VAT to provide mesh and rail fencing.
  - (c) £75 for refreshments for the volunteers.

TOTAL: £1,425

#### 44 **WITHDRAWAL OF SUPPORT FROM COUNCIL EVENTS TEAM**

The Sub-Committee noted that the Council Events Team was no longer able to support and administer events within Alice Park as it was not a Council park but was owned by the Trust. The final say regarding events in the park rests solely with the Alice Park Trust Sub-Committee. Council officers would, in future, be available to provide advice and support but would not actually administer the events.

Paul Hooper noted that if someone wished to hold an event in the park they would have to apply to the Trust Sub-Committee. He felt that it would be advantageous to have control of this process.

Cllr Appleyard felt that the Trust should set its own criteria for events and have a point of contact for bookings. This should be seen as an opportunity to develop events within the park and the Trust could work up a plan for this.

Lynda Deane, Senior Events Manager, confirmed that the Council would still have some involvement if there was a very large event that required a premises licence.

RESOLVED: That the Chair meets with the Events Team to discuss the process that should be followed for future events within the park.

#### 45 **UPDATES FROM THE PREVIOUS MEETING**

The Chair presented a briefing note giving an update on actions that had taken place since the last meeting and progress with ongoing projects. A copy of the report is attached as *Appendix 1* to these minutes.

##### (a) Heritage Notice Boards

The Sub-Committee discussed the provision of heritage notice boards in the park. A further quote for this work had been obtained by the Chair which was lower than previous quotes. There was also the possibility of obtaining sponsorship amounting to £400 from the Alice Park Café, the local nursery and B&NES Council.

Cllr Patterson expressed concern about the heritage noticeboard commemorating the service of Col Ritchie as she did not feel that it was appropriate to celebrate war. She felt that military history set the wrong tone and would be incongruous in the pond area which was a setting for quiet contemplation. The Chair explained that the

information board would not celebrate war but would simply provide information regarding Col Ritchie's service which was in line with the heritage of a 1930s park.

Graham Page did not subscribe to the promotion of war but felt that this notice board would simply provide historical facts and so was supportive of the proposal.

Cllr Appleyard was keen to improve the signage within the park but did not support the inclusion of information regarding Col Ritchie as he felt this should be provided by his family.

Paul Hooper was in favour of providing the noticeboards as proposed by the Chair including company logos as appropriate and the historical facts regarding Col Ritchie.

Cllr Norton was also in favour of the proposal.

RESOLVED:

- (1) To agree to provide two notice/heritage boards in Alice Park.
- (2) To approve the quote provided by Arien Signs to carry out this work at a total cost of £3,239.
- (3) To take up the offers of sponsorship toward this project amounting to £400.

(b) Skatepark

The Chair informed the Sub-Committee that the skatepark project was now awaiting final sign off. Work was due to start at the end of April 2019 with completion scheduled for May 2019. The project would run alongside the works to join up the footpaths within the park and an order had been placed for this work.

As a result of this work being carried out the boules area would have to be moved and would also be extended. This could be funded from the £25k allocated for further park improvements. It was noted that if the terrain was extended then the park would become the premier venue for Bath Boules. The new boules area would contain 4 lanes and would be approximately 4m larger than the current area.

Paul Hooper pointed out that the skatepark was a B&NES Council project which the Alice Park Trust was allowing on its land and that the Council had appointed the contractor to carry out this work.

(c) Tennis Courts

The Chair stated that he would meet with those concerned to find out the future plans for the tennis courts in the park.

(d) Flagpole

Graham Page had organised the reinstatement of the flagpole within the park and had obtained quotes for a flag containing the Alice Park Trust logo.

RESOLVED: To approve the purchase of a flag containing the Alice Park logo at a cost of £99.31.

(e) General Maintenance

Work needed to be carried out to repair structures, benches and fixtures to an acceptable standard. Graham Page agreed to prepare a snagging list for the park.

**46 THE BIG SLEEP OUT**

Graham Page raised some concerns regarding the Big Sleep Out event that would be taking place in the park on 8 March 2019. It was confirmed that Julian House who were organising the event had the necessary insurance policies in place. Members noted that this had previously been a well-run event.

Cllr Appleyard requested that the Council arrange to come to the park early the following morning to clear the park of cardboard and other waste that had been left following the event.

**47 WILD FIT PROJECT**

The Sub-Committee considered whether to look into providing some “Wild Fit” fitness equipment within the park. Members felt that this was something they could support but that more information was required. Child safety issues would also have to be taken into consideration.

Cllr Appleyard stated that park users should be canvassed for their views but that this should not be carried out by the Café. Tony Hickman, Café Manager, took objection to comments made by Cllr Appleyard and requested that this be noted in the minutes of the meeting.

RESOLVED: To request Graham Page to bring a report to the next meeting with further details including costings.

**48 TOILETS IN ALICE PARK**

Graham Page reported that he had been made aware of people defecating in Alice Park and had contacted the police. He queried whether the current policy that the toilets were closed at certain times rather than being available for 24 hours per day was appropriate and asked members to consider whether the facilities should be free of charge. He also asked about the revenue generated from the use of the toilets and whether the Trust should benefit from these funds.

Cllr Patterson supported making the use of the facilities free of charge but pointed out that there would be a cost implication and noted that there was an existing contract in place with Healthmatic to provide this service.

Cllr Appleyard noted that Healthmatic carried out the cleaning and maintenance of the toilets and felt that a charge of 20p was acceptable. He was concerned that a free facility would lead to an increase in anti-social behaviour and lead to a less safe environment for park users.

Paul Hooper asked whether there was a commercial break-clause in the contract. He also stated that local residents had expressed concern about members of the public using the hedges as a toilet facility.

RESOLVED: To request Council officers to prepare a report on the toilets and the Healthmatic contract addressing the issues raised for consideration at the next meeting.

#### 49 **PROPOSAL TO UNDERTAKE METAL DETECTION IN ALICE PARK**

Graham Page informed the Sub-Committee that an individual had approached the Trust seeking permission to carry out a systematic metal detection survey of Alice Park. He asked members whether they wished to permit this type of activity and, if so, whether there should be a formal policy or agreement.

Members considered some information provided by the Parks Manager explaining that metal detection is not permitted in parks managed by B&NES Council.

Cllr Appleyard proposed that the Trust adopt the Council policy not to allow metal detection in Alice Park. Cllr Patterson agreed with this proposal as allowing one person to carry out metal detection could encourage others. If there was a specific reason for permitting metal detection to be carried out then this could be considered by the Trust on its merits.

RESOLVED: To adopt the B&NES Council policy not to permit metal detection in Alice Park for the following reasons:

- B&NES sites are known to be historically significant (the City of Bath was inscribed by UNESCO as a World Heritage Site in 1987) and various sites within Bath are periodically investigated by formal archaeological groups in association with B&NES. These investigations generally do not impact on the sites and take the form of geo-phys or ground penetrating radar and yet the findings from these investigations have built up a clearer understanding of our local history.
- The uncontrolled and ad-hoc removal of artefacts would reduce the ability of formal historians/archaeologists to interpret such investigations.
- There is a risk (albeit small) of contact with underground services, debris from landslips or potentially the Bath Blitz, causing damage and possible injury.
- Members of the public or animals would not be protected from risks of falling into holes or poor reinstatement caused by the metal detectorist.

#### 50 **DELEGATED POWERS**

The Sub-Committee considered approving some delegated powers.

RESOLVED:

- (1) To agree that the Chair and one other voting member of the Alice Park Trust

Sub-Committee be authorised to sign documentation (such as contracts) on behalf of the Trust following approval by the Sub-Committee.

- (2) To delegate authority to the Chair to spend up to £500 for minor works subject to reporting any decisions made to the subsequent meeting of the Alice Park Trust Sub-Committee. Any proposals to approve expenditure should be communicated by email to all Sub-Committee members one week before a decision is to be made.

**51 DATE OF NEXT MEETING**

RESOLVED: To hold the next meeting on Monday 10 June 2019 at 6pm.

The meeting ended at 7.50 pm

Chair .....

Date Confirmed and Signed .....

**Prepared by Democratic Services**

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Bath & North East Somerset Council		
MEETING/ DECISION MAKER:	Alice Park Trust Sub Committee	
MEETING/ DECISION DATE:	4 September 2019	EXECUTIVE FORWARD PLAN REFERENCE:
TITLE:	Approval of Heads of Terms re the Skatepark Lease	
WARD:	Lambridge	
PUBLIC MEETING		
List of attachments to this report:		
Appendix A: The Heads of Terms		
Appendix B: Preliminary Budget		
Appendix C: Project Brief		

## **1 THE ISSUE**

- 1.1 To commence the installation of the skatepark, the Council must enter into a lease with Alice Park Trust for the land required.
- 1.2 To allow the lease to be drafted the Sub-Committee are being asked to agree to the proposed Heads of Terms (Appendix A). Informal approval to avoid delay has previously been provided but formal approval is now being sought to the proposed Heads of Terms.

## **2 RECOMMENDATION**

- 2.1 For the Sub-Committee to approve the proposed Heads of Terms in this report.
- 2.2 For the Sub-Committee, to work with assistance from the Council, to gain Charities Commission approval for the disposal of land via a lease, commensurate with its formal asset valuation by qualified surveyor and through their agreement to advertise the disposal via public notice upon the site.
- 2.3 That the Sub-Committee works with the Council to ensure the skatepark is delivered within the full budget available and facilitates this by utilization of its element of the budget (25k) to cover its own disposal fees and other contingencies as required until the project is fully concluded.
- 2.4 Once the lease is finalised the Trust will formally approve the lease with the Council subject to the Charities Commission approval.

### **3 RESOURCE IMPLICATIONS (FINANCE, PROPERTY, PEOPLE)**

- 3.1 £97k capital has been fully approved by the Council for the installation of a skate park of which 25k was requested by the Trust for 'other park improvements' leaving only 72k remaining for the skatepark implementation. This amount is supplemented by a 30k contribution to the skatepark facility by the community creating an overall budget for the skatepark of 102k.
- 3.2 The loss of the 25k has left the budget insufficient as The Trusts solicitor, surveyor and disposal advertisement fees required to satisfy Charities Commission legislation were under-estimated.
- 3.3 The loss of the 25k has left the budget insufficient as a fence to compartmentalize the skatepark from the play area is advised and vehicular ground protection will be required during construction now that the new paths are installed adjacent to the skatepark location.
- 3.4 The Council has arranged for the Alice Park Trust sub-committee to be independently advised by Veale Wasbrough Vizards, Bristol.
- 3.5 The Council will arrange the skatepark to be constructed and provide inspection, maintenance, insurance as necessary for the duration of the lease.

### **4 STATUTORY CONSIDERATIONS AND BASIS FOR PROPOSAL**

- 4.1 The Council is sole corporate trustee of the Alice Park Trust. The Alice Park Trust's Sub-Committee's terms of reference are to undertake the operational management functions in respect of the Alice Park site and its resources, in accordance with Trust's objects and the duties it owes pursuant to the Charities legislation.
- 4.2 Members in their capacity as Trustee must administer the Trust in good faith, abiding strictly to the objects of the Trust and administering the Trust for the benefit of the public which may at times conflict with the interests of the Council.
- 4.3 The objects of the trust require the land bequeathed to be used as a public park and children's recreation ground. The Sub-Committee must consider whether any proposed use falls within the trust's objectives, and if so whether to permit the use requested. If it permits the use then it must decide on what terms, in order to ensure effective use of the park whilst minimising any conflict between the different uses to which the park is subject to under the terms of the trust deed.
- 4.4 One important consideration for the APT Sub-Committee to consider, when deciding upon the issue of expenditure generally but specifically in respect of the skateboard park is, that the income from the Endowment and arising from the Trust Property is currently insufficient to maintain the park without a subsidy from B&NES' and therefore a very clear legal basis is required in order to enable B&NES as trustee to permit any project to go ahead, if that would involve future expense.
- 4.5 The Trust disposing of land via a lease to the Council requires Charities Commission approval which ensures the decision is objectively made.



## **5 THE REPORT**

- 5.1 The Council appointed skatepark designer/contractor Canvas, who consulted a user group/working party, to create a skatepark design to be implemented within the reduced budget (Appendix B) and design constraints of the Alice Park sub-committee (Appendix C). A design was created and has been provisionally signed off by the Trust.
- 5.2 The Council and the Trust must now agree the Heads of Terms of the Lease for it to be drawn up and confirmed by the Charities Commission in advance of construction.
- 5.3 The loss of the £25k has left the budget insufficient to cover the full and required disposal costs of the Trust consistent with Charities Commission legislation. In addition, it is likely that a fence and vehicular ground protection will be required.
- 5.4 Agreement is sought to utilize the £25k budget held by Alice Park Trust to fund its own disposal costs and as a contingency for other shortfalls (and to refrain from spending it on 'other park improvements' until the skatepark is concluded).
- 5.5 The lease will transfer responsibility to the Council for the skatepark footprint and its immediate surroundings (approx. 5m) up to but not including existing boundary fences/hedges/trees.
- 5.6 The skate park will be maintained and inspected by B&NES for the duration of the lease and within existing budgets; the insurance liability will be picked up under the Council's Insurance arrangements.
- 5.7 The Charities Commission approval may potentially delay the project. A winter construction would be difficult due to adverse weather which will add risks and costs that can't be afforded.
- 5.8 The contractor will advise on dates for implementation in consideration of the above.

## **6 RATIONALE**

- 6.1 The skate park brief is now to the satisfaction of the Sub-committee members, it meets the objects of the Alice Park Trust and allowing for utilization of the 25k is still within the envelope of the available budget with this request being consistent with past reports (see Risk Management) 'The Trust should be prepared to contribute financially to any identifiable shortfall from its own resources/income streams'.

## **7 OTHER OPTIONS CONSIDERED**

- 7.1 Installations elsewhere were ruled out due to proximity of the river or below ground substrate issues. On site options have been refined by the Sub-Committee in order to determine the location and specification now decided upon to build a skate park.

## **8 CONSULTATION**

- 8.1 Preliminary Skatepark rationale was worked up by an on-site consultation exercise with Parks Dept Officers. Following awarding the design and build contract,

detailed designs were agreed by the contractor and the Working Group/Sub-Committee as part of the evaluation process.

8.2 Procured Contractors should have experience of, and be confident with, working with young people and the public as part of the design process and will present their designs to representatives of user groups and to Council Officers.

8.3 The Council's S 151 officer approval has been received to release the £97K funding.

8.4 The Council's legal team have had opportunity to comment on this report.

## **9 RISK MANAGEMENT**

9.1 Should the costs be more than reasonably budgeted for then the Council will need to consider its position and may seek to reduce the extent of works within the current subsidy by re-prioritization. The Trust should be prepared to contribute financially to any identifiable shortfall from its own resources/income streams.

9.2 The Charities Commission authorisation may potentially delay the project. A winter construction is not advisable as that will compromise a concrete installation and may add further costs. We are taking advice from the contractor re advised timings.

9.3 Insurance – as the skate park will be maintained and inspected by B&NES the insurance liability will be picked up under the Council's Insurance arrangements and is within existing budgets.

9.4 Risks to the project's successful completion are;

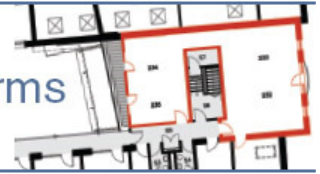
- The Charities Commission not approving the disposal/lease of the land. This itself is unlikely as the provision of the skatepark is in line with the objects of The Trust and as the lease agrees to return the land to original condition at end of lease. There is potential for park users, resistant to a skatepark, to use the Charities Commission notification to oppose the lease.
- The above will likely cause the project to be implemented later than expected as winter must be avoided due to it compromising the concrete construction process and general ground works and access.
- Project cost exceeding the allocated budget; the Council has been clear that its contribution will be capped at 97K and for Alice Park Trust to reasonably contribute to costs in order to facilitate this project being delivered.
- Currently site constraints such as sub surface ground conditions; trial pits are planned to ascertain sub-terranean conditions.

<b>Contact person(s)</b>	<i>Mark Cassidy 01225 396811</i>
<b>Background papers</b>	<i>None</i>
<b>Please contact the report author if you need to access this report in an alternative format</b>	



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## Leasing Business Premises: Model Heads of Terms



### This document is one of three component parts of the Code for Leasing Business Premises in England and Wales 2007

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**Note:** These Model Heads of Terms follow a similar format to the Code for Leasing Business Premises: Landlord Code.

1.1	<b>Property address</b>	Gloucester Road, Larkhall, Bath BA1 7BL
1.2	<b>Landlord/Proprietor</b>	<p>The Official Custodian for Charities of Harmsworth House, 13-15 Bouverie Street, London EC4Y 8DP</p> <p>C/o Alice Park Trust Sub Committee</p> <p>Bath &amp; North East Somerset Council Registered office: Guildhall, High Street, Bath, BA1 5AW Correspondence address: Legal &amp; Democratic Services, Guildhall, High Street, Bath BA1 5AW Contact name: Marie Todd E-mail: <a href="mailto:Marie_Todd@bathnes.gov.uk">Marie_Todd@bathnes.gov.uk</a> Telephone: 01225 394414</p>
1.3	<b>Tenant</b>	<p>Bath &amp; North East Somerset Council Parks &amp; Green Spaces (Environmental Services) Correspondence address: Royal Victoria Park, Bath, BA1 2LZ Contact name: Mark Cassidy, Team Manager Parks and Bereavement Services E-mail: <a href="mailto:mark_cassidy@bathnes.gov.uk">mark_cassidy@bathnes.gov.uk</a> Telephone: 01225 396811</p>
1.4	<b>Rent</b>	<p><b>Reserved Rent:</b> Peppercorn Payment dates: Annual. Is the property VAT elected? No</p>
1.5	<b>Rent free period (and other Incentives)</b>	N/a
1.6	<b>Type of lease</b>	Lease
1.7	<b>Landlord's initial works (including timing)</b>	N/a
1.8	<b>Tenant's initial works (including timing)</b>	Construction of a Skate Park. To be dealt with by a Licence for Alterations (or appropriate document) and is conditional on obtaining any requisite consents and budget allowance.
2.0	<b>Guarantor/rent deposits</b>	N/a
3.0	<b>Lease length, breaks, extensions and rights</b>	N/a.

3.1 **Lease length and start date** 25 years from term commencement date (term commencement date to be date of lease).

3.2 **Break clauses or renewal rights** Tenant only break clause, no conditions, at years 15 and 20. Six months prior written notice.

3.3 **1954 Act protection** No

3.4 **Rights** To be determined, following legal instruction.

4.0 **Rent reviews** N/a.

5.0 **Assignment and subletting – See check box >**

	Prohibited	If not prohibited Is CNUW	Permitted without consent
Assignment of whole	Yes		
Sub-Lease whole	Yes		
Sub-Lease part	Yes		
Sub-sub-lease	Yes		
Concession	Yes		
Group sharing	Yes		

For sub lettings consider: Maximum number of occupiers, limitations  
Code requires sub-lettings to be at market rent.  
CNUW = Consent not to be unreasonably withheld.

6.0 **Services and service charge** N/a

Note: Owners and Occupiers should be aware of the RICS 2006 Code of Practice on Service Charges in Commercial Property and seek to observe its guidance in drafting new leases and on renewals.

7.0 **Repairing obligations** Full repairing. The tenant to keep the demised area in good repair.

7.1 **FRI and schedule of condition** a) is it full repairing?; Yes  
(b) is it the Landlord who repairs and recovers the cost, or the Tenant who repairs at its own cost?; **Tenant.**  
(c) is there to be a schedule of condition? No

7.2 **Collateral warranties** N/A

8.0 **Alterations and use** Alterations to be permitted.

8.1 **Alterations - See check box >**

	Prohibited	If not prohibited Is CNUW	Permitted without consent
External			Yes
External structural			Yes
Internal structural			Yes
Internal non structural			Yes

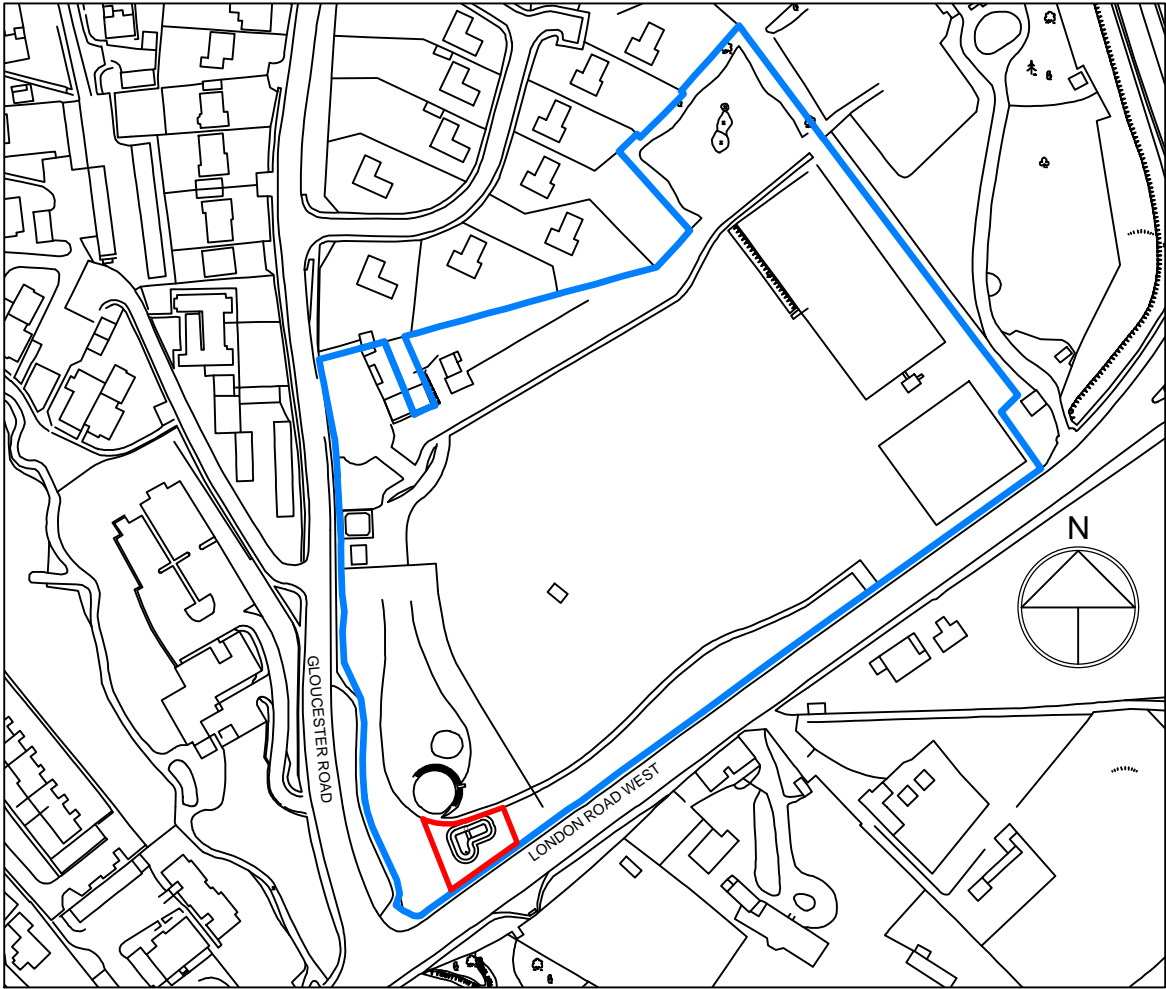
8.2 **Permitted use** Skate Park and ancillary recreational use.

9.0 **Insurance**  
(a) Tenant to insure. Standard Council Policy Terms  
(b) Will terrorism be an insured risk? Tenant to insure on Standard Council Policy Terms  
(c) Mutual break clause on: Tenant to insure on Standard Council Policy Terms

10.0	<b>Lease management</b>	N/a
10.1	<b>Dilapidations</b>	At the end of the term, however arising, the Tenant shall (unless the Landlord requires otherwise) reinstate the land comprising the demised area to grassland to the Landlord's reasonable satisfaction.
11.0	<b>Other issues</b>	Subject to Charity Commission approval.
11.1	<b>Rates and utilities</b>	Tenant to be directly liable for all outgoings associated with the facility, if applicable.
11.2	<b>Legal costs</b>	Each party to pay their own costs.
11.3	<b>Conditions</b>	Subject to Contract and Council approval; Subject to Charity Commission Approval
11.4	<b>General</b>	N/a.
11.5	<b>Landlord's solicitors</b>	Veale Wasbrough Vizards LLP Company address: Narrow Quay House, Narrow Quay, Bristol BS1 4QA Contact name: Daniel Pinheiro, Paralegal E-mail: <a href="mailto:dpinheiro@vww.co.uk">dpinheiro@vww.co.uk</a> Telephone: 0117 925 2020 Fax: 0117 925 2025 Direct Dial: 0117 314 5386
11.6	<b>Tenant's solicitors</b>	Bath & North East Somerset Council Registered office: Guildhall, High Street, Bath BA1 5AW Correspondence address: As above Contact name: Nicola Scott E-mail: <a href="mailto:nicola_scott@bathnes.gov.uk">nicola_scott@bathnes.gov.uk</a> Telephone: 01225 395123
11.7	<b>Timing and other matters</b>	31st July 2019.
11.8	<b>No contract</b>	These Heads of Terms are subject to contract and Council approval.
11.9	<b>Landlord's agent(s):</b>	Bath & North East Somerset Council Registered office: Guildhall, High Street, Bath BA1 5AW Correspondence address: Property Services, Lewis House, 2 – 4 Manvers Street, Bath BA1 1JG Contact name: Andrea Frow E-mail: <a href="mailto:andrea_frow@bathnes.gov.uk">andrea_frow@bathnes.gov.uk</a> Telephone: 01225 477242
11.10	<b>Tenant's agent(s):</b>	To be advised

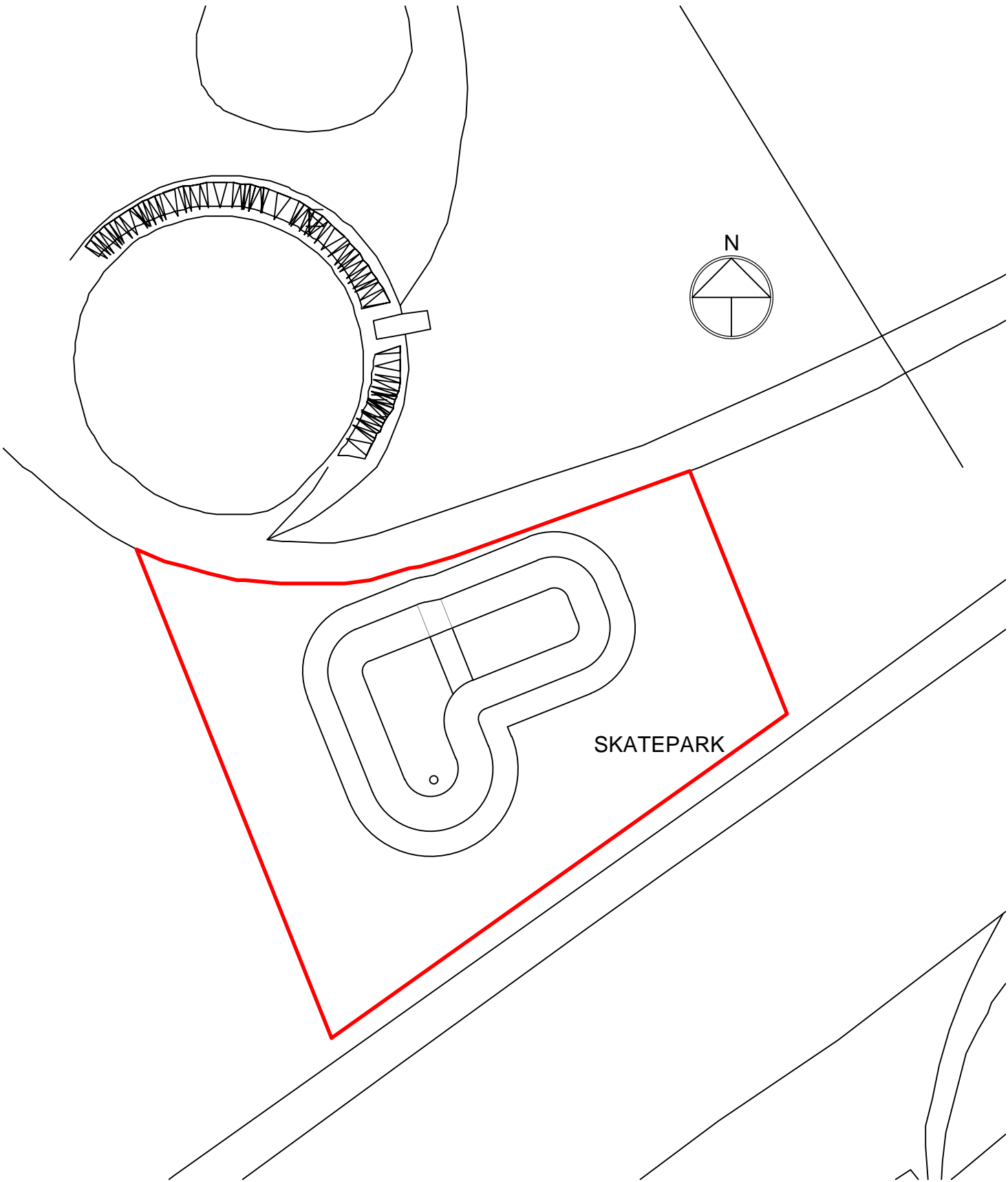
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LOCATION PLAN - Scale 1:2500

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<div><div><div>NOTE</div><div>This drawing has been reproduced from an existing Source Drawing sheet</div></div><div><div>The Author does not accept liability for using this drawing for Construction / Fit-out purposes.</div><div>© ALL RIGHTS RESERVED</div><div>BATH AND NORTH EAST SOMERSET COUNCIL</div><div>COPYRIGHT</div></div></div> <td rowspan="3"><div><div><div>Bath &amp; North East Somerset Council</div><div>Property and Project Delivery</div><div>Lewis House</div><div>Manvers Street</div><div>Bath BA1 1JG</div></div></div></td> <td>PROPERTY ALICE PARK, GLOUCESTER ROAD, LARKHALL, BATH, BA1 7BL</td> <td>Drawn AG</td> <td>Date 09/07/19</td>	<div><div><div>Bath &amp; North East Somerset Council</div><div>Property and Project Delivery</div><div>Lewis House</div><div>Manvers Street</div><div>Bath BA1 1JG</div></div></div>	PROPERTY ALICE PARK, GLOUCESTER ROAD, LARKHALL, BATH, BA1 7BL	Drawn AG	Date 09/07/19
		DRAWING TITLE LEASE PLAN SKATEPARK	Scale 1:250 @ A3	Rev
		DRAWING No PF09/VL/SP		

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## **RELEVANT INFORMATION AND CONSIDERATIONS**

### **Agreement for 'Works'**

Documentation to include the following principal terms:-

a) Tenant to obtain all necessary statutory and other consents.

(NB We are advised that planning approval and building regulations approval, prior to the commencement of the works, is not required).

b) All work is to be carried out in a good and workmanlike manner;

c) Any damage caused to the property as a direct result of the work will be made good by the tenant and/or its appointed contractors.

d) On completion of the works the premises are to be left in a clean and tidy condition to the satisfaction of the landlord.

e) The tenant is to ensure that the work is carried out with the minimum of disruption and noise to users and occupiers of the Park.

f) Tenant is to indemnify the landlord and any other third party against damage or injury caused as a direct result of the works.

g) Tenant is to reinstate the premises to grass at the end of, or sooner determination of, the lease if so required by the landlord.

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## Appendix B: Preliminary Budget

<b>Capital Funding</b>	B&NES max	£72,000.00	
	Community	£30,000.00	
			£102,000.00
<b>Canvas D&amp;B Budget</b>		£63,240.00	
	Paths and approach surfaces	£4,000.00	
	Drainage (SUDS)	£2,000.00	
	Landscaping	£1,500.00	
			£70,740.00
<b>Fees</b>			
	Design	Canvas	
	Structure	Canvas	
	Open Spaces costs	£2,000.00	
	PM	£10,000.00	
	QS	£2,000.00	
	CDM	£1,000.00	
	COW	£2,000.00	
	Legal	£4,000.00	
			£21,000.00
<b>Surveys</b>			
	Ground Investigation	Canvas	
	Arboroculture	£1,200.00	
	Topo Survey	£900.00	
			£2,100.00
<b>Contingency</b>	(102000x8%)	£8,160.00	
		<b>Total</b>	<b>£102,000.00</b>

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## **Appendix C: Project Brief**

### **PROJECT SCOPE AND OBJECTIVES**

We anticipate that the successful design will incorporate features to satisfy the following user groups:

Skate facilities for a variety of users:

- Skate boarders (including Penny boarders)
- Scooter riders
- BMX riders
- Inline skaters / roller bladers / roller skaters

Age demographic

- The upper age limit for skate park usage is 14yrs (so the design should reflect this)

Working group:

### **PROJECT SCOPE**

Possible features to include a selection of the following (to be confirmed during the consultation design development process):

- ramps / curved transitions
- a selection from street and plaza features such as rails, steps, blocks, banks, kerbs etc
- rideable space for gentle cruising, away from other skate lines i.e. not in the path of features. This is to prevent riders crashing into one another and to allow beginners space to practice balancing
- DDA compliant rideable access and pathways from the existing park path to connect with and encircle the skate facility (removing any need to ride over grass to get on / off the skate park)
- design to include maximum possible noise attenuation within the available budget
- design to incorporate include necessary, suitable and sufficient screening and planting

The project may also require appropriate external works:

- drainage
- surface treatment for non-rideable surfaces i.e. pathways, rubber matting / SAFA surface
- soft landscaping to soften edges and provide some visual screening

All activities must be outside of the drip line of any trees.

### **OUTLINE PROJECT DELIVERABLES AND/OR DESIRED OUTCOMES**

General conditions:

- We are looking for a lifespan of at least 20 years for surfaces, rides and external features.
- We are happy for contractors to sub-contract the build where relevant. Any subcontractor proposed should be submitted to the Council for approval prior to commencement.

## **MATERIALS**

Materials chosen by the contractor, and construction methods chosen should be fit for purpose and able to withstand intensive use over a 20 year period.

## **CONSTRAINTS**

- The council's budget is limited to £97,000 inclusive of all fees (including internal fees) and costs, and the contractor's submission must demonstrate that this is achievable.
- £25k out of £97k allocated to Alice Park to be ring-fenced and used for other park improvements (this will not be fully feasible as this money will be required to contribute towards underestimated legal costs, a fence and potentially ground protection through site changes) )
- **Planning permission** is not required for this site providing design and construction is limited to a maximum height above ground level of 4m and a maximum cubic capacity of 200m<sup>3</sup>. However the Trust ask the Council's contractor to work with the working group on the design of the skate park with the following preferences (in order to blend with the area):-
  - The skate park should be located in the lower corner by the play area
  - The skate park should ideally be 200 sq m in size – but not limited to this and based on the design produced by the contractor
  - The skate park should ideally be 1m height - but not limited to this and based on the design produced by the contractor
- No trees should be cut, trimmed or removed for construction.
- The adjacent boules area cannot be impacted upon, removed or relocated.
- The size and design should be proportionate to the size of the park so that it shall in no way dominate the park or detract from the enjoyment of other park users and neighbouring residential occupiers.



Bath & North East Somerset Council		
MEETING/ DECISION MAKER:	Alice Park Trust Sub-Committee	
MEETING/ DECISION DATE:	4 September 2019	
TITLE:	25 year lease of 6 tennis courts to the Council to carry out a refurbishment project and take on operation and management of the courts	
WARD:	Lambridge	
AN OPEN PUBLIC ITEM		
List of attachments to this report:		
Appendix A – Lawn Tennis Association outline business plan		
Appendix B – Heads of Terms Documents		

## 1 THE ISSUE

- 1.1 The 6 tennis courts within Alice Park are in a very poor state of repair and are becoming dangerous to use. The courts are over 20 years old, of poor construction and have a degraded surface and are in need of significant works. New fencing is required and the potential for floodlighting some or all of the courts could be explored.

## 2 RECOMMENDATION

The Sub-Committee is asked to;

- 2.1 Approve the grant of a 25 year lease of the 6 tennis courts to the Council to carry out a refurbishment project and take on the operation and all liabilities associated with the courts throughout the 25 year period.

## 3 RESOURCE IMPLICATIONS (FINANCE, PROPERTY, PEOPLE)

- 3.1 The courts currently bring in an income of c.£1500 per year. The Lawn Tennis Association (LTA) recommendation for annual maintenance and lifecycle replacement costs for 6 courts is £9000. Therefore if full costs are taken into account the courts are operating at a loss of £7,500 per year at present.
- 3.2 The improvement work has been costed at c. £225,000 and would be funded by the Council from a combination of CiL and grant funding from the LTA and Sport England.

## **4 STATUTORY CONSIDERATIONS AND BASIS FOR PROPOSAL**

- 4.1 The Council is sole corporate trustee of the Alice Park Trust. The Alice Park Trust's Sub-Committee's terms of reference are to undertake the operational management functions in respect of the Alice Park site and its resources, in accordance with Trust's objects and the duties it owes pursuant to the Charities legislation.
- 4.2 Members in their capacity as Trustee must administer the Trust in good faith, abiding strictly to the objects of the Trust and administering the Trust for the benefit of the public which may at times conflict with the interests of the Council
- 4.3 The Trust would need to agree for the Council to lease the land, continue its use as tennis courts and carry out the refurbishment works.
- 4.4 The Trust will agree the final design of the tennis courts prior to installation.
- 4.5 Public Health – both the Trust and Council seek to improve public health by increasing physical activity levels through the proposed project's delivery.

## **5 THE REPORT**

### **The Refurbishment Project**

- 5.1 A condition survey was carried out on the tennis courts by the LTA's Technical Services Team, the report is attached.
- 5.2 It is estimated that the courts were constructed over 20 years ago.
- 5.3 Core samples were taken and these showed that the courts are without a suitable sub base.
- 5.4 They require an aggregate layer of 300mm to be laid in addition to a binder course of 65mm before a new surface can be laid to ensure that there is no risk of movement in the courts following resurfacing. This increases the cost of the works required to £100,000-£140,000 depending on specification.
- 5.5 The courts also require new fencing which would cost c.£50,000
- 5.6 Floodlighting would cost c.£15,000 per court plus any works required to provide a suitable electrical supply. It is not anticipated that floodlighting all 6 courts would be necessary, but that 2 or 4 would be sufficient. This could be a future phase of the project subject to further local consultation and planning permission being granted.
- 5.7 There is a building next to the tennis courts which could provide toilet facilities to tennis users. Further investigation is needed to understand the feasibility of including this within any works.
- 5.8 The total cost for the outlined works is estimated to be c. £225,000

### **Delivering the Works and Future Operation**

- 5.9 The Council has been working with the LTA over recent years to develop a plan to increase usage of the public tennis courts in Bath and North East Somerset. The courts in Alice Park form part of that plan.
- 5.10 The objective is to refurbish a number of facilities across the area and then to put in place an operational model to drive participation in tennis and ensure that enough income can be derived to ensure a sustainable future for the new facilities. This would be based on the indoor courts and associated facilities at Royal Victoria Park forming a hub for the tennis provision and facilities like Alice Park being satellites to the hub.
- 5.11 This hub and spoke model is proposed across a number of sites which will allow for co-ordination between facilities and shared resources such as marketing, maintenance contracts, tennis coaches etc.
- 5.12 It will also allow for all of the works to be tendered together creating economies of scale and achieving a better price for the works.
- 5.13 The Council has secured CiL funding towards the project and intends to use this as match funding for applications to the LTA and Sport England to complete the funding package for the projects.
- 5.14 For this to happen the Council needs to have security of tenure for the courts. This is a requirement of any funding bid and will be necessary for the courts to become part of the operational model.
- 5.15 Heads of Terms have been drawn up for a 25 year lease which would meet the terms required from funding organisations. The Council would take on all liabilities for maintenance and future lifecycle costs associated with the operation of the tennis courts removing all risks from the Trust for the period of the lease.
- 5.16 Under the new operating model each site will have its own income and costs broken out so individual site accounts can be examined. The model will work on an open book basis with the operator and all costs will be open for the Trust to inspect.
- 5.17 The courts currently bring in an income of c.£1500 per year to the Trust. However the Lawn Tennis Association (LTA) recommendation for annual maintenance and lifecycle replacement costs for 6 courts is £9000 per year. Therefore if full costs are taken into account the courts are operating at a loss of £7,500 per year at present.
- 5.18 After the refurbishment works to improve the courts, installing a new web based booking system and introducing new coaching programmes and marketing based on the LTA's good practice models it is expected that enough income will be generated to cover the running costs the Council will incur. This will include making an allowance for annual maintenance and lifecycle replacement costs. However it is unlikely to make any significant profit over this level. An outline business plan based on LTA data from across the country is attached.
- 5.19 In the event that the courts do make a profit above this level it is proposed to share this profit on a 50/50 basis with the Trust. Due to the very weather dependant nature of tennis bookings and therefore income it is proposed to do this over an aggregated 5 year period rather than on an annual basis. So each 5 years the profit and loss for the period would be calculated and then any profit shared on the 50/50 basis with the Trust and any loss absorbed by the operational model.

## 6 RATIONALE

- 6.1 It is felt that the hub and spoke model proposed by the Council and the economies of scale this presents offers the best route to driving participation and income levels to ensure the courts get the most usage and have the most sustainable future. It allows for

the maintenance, lifecycle and income risks to sit with a provider who has the knowledge and expertise to manage these in an appropriate way over a number of sites.

## **7 OTHER OPTIONS CONSIDERED**

- 7.1 The other option considered was for the Trust to be a named partner on the funding bids and to deliver the refurbishment works and operate the facilities themselves as a stand-alone site. This would mean the Trust retaining the liability for maintenance and lifecycle costs and holding the risk that enough income will be made from the courts to cover these.

## **8 CONSULTATION**

- 8.1 Local Ward Councillors, Democratic Services, Legal Services, Property Services, the Leisure Team, the Parks Team Sport England and the LTA.

## **9 RISK MANAGEMENT**

- 9.1 A risk assessment related to the issue and recommendations has been undertaken, in compliance with the Council's decision making risk management guidance.

<b>Contact person</b>	<i>Marc Higgins – Leisure Team Manager – 01225 396423</i>
<b>Background papers</b>	<i>None</i>
<b>Please contact the report author if you need to access this report in an alternative format</b>	

8 May 2017

Mr M. Higgins  
Bath and North East Somerset Council  
Environmental Services  
Lewis House (1<sup>st</sup> Floor)  
Manvers Street  
BATH. BA1 1JG.

Dear Mr Higgins

**L.T.A. TECHNICAL SERVICES – ALICE PARK (L.T.A.T.S. REF. NR 2017/038)**

Further to our recent meeting in respect of the above I now attach the initial condition survey and inspection report for your information and comment.

If you have any queries with the above, or require further detailed advice, please contact me.

When I am out of the office you can contact me on my **mobile phone - 07770 366259**.

Yours sincerely  
for *SPORTS FACILITY PLANNING & DESIGN LIMITED*

**LEE WEST M.R.I.C.S. M.C.I.O.B.**

c.c. Mr Colin Corline – L.T.A. P.M.

ref:sfpd/cas17/club17/038alicepark/ir



**ALICE PARK**  
**L.T.A.T.S. REF. NR. 2017/038**  
**CONDITION SURVEY AND SITE FEASIBILITY REPORT**

**1.00 INTRODUCTION**

1.01 Sports Facility Planning & Design Limited have been commissioned to undertake a project vetting consultancy on behalf of the Lawn Tennis Association for proposed tennis court renovation and construction works to be undertaken at Alice Park.

The production of an initial site investigation and condition survey report forms part of the overall consultancy. Matters concerning health and safety are also addressed within the report where applicable.

1.02 The scope of project vetting commission is detailed as follows :-

- i) Visit to site and attend initial meeting to establish scope of court works.
- ii) Prepare site inspection and condition survey report (including indicative court layout drawings where required).
- iii) Prepare scope of works documentation to enable the Client to obtain comparable tender submissions for the court works.
- iv) Prepare outline cost plan for the court works for submission to L.T.A. Club Services department (and/or other funding bodies if required).
- v) Comment on tenders received and the subsequent formal resolution of any queries identified.

1.03 Existing porous macadam court Nrs 1 – 6 were subject to detailed inspection and trial section investigation (i.e. to establish sub-base construction).

**2.00 EXISTING COURT NRS 1 – 2 : OVERALL AREA 36.35M LONG (MAXIMUM) & 36.34M LONG (MINIMUM) X 33.00M WIDE (MAXIMUM) & 32.95M WIDE (MINIMUM)**

**EXISTING COURT NRS 3 – 4 : OVERALL AREA 36.45M LONG (MAXIMUM) & 36.38M LONG (MINIMUM) X 36.60M WIDE (MAXIMUM) & 36.58M WIDE (MINIMUM)**

**EXISTING COURT NRS 5 – 6 : OVERALL AREA 33.00M LONG (MAXIMUM) & 32.95M LONG (MINIMUM) X 31.10M WIDE (MAXIMUM) & 31.00M WIDE (MINIMUM)**

**NOTE : ALL MEASUREMENTS TAKEN FENCE TO FENCE**

**EXISTING COURT TYPE : POROUS MACADAM PLAYING SURFACE**

**PROPOSED COURT TYPE : POROUS MACADAM PLAYING SURFACE**



**ALICE PARK**  
**L.T.A.T.S. REF. NR. 2017/038**  
**CONDITION SURVEY AND SITE FEASIBILITY REPORT**

## **2.01 INSPECTION COMMENTS**

- a) The existing porous macadam court Nrs 1 – 6 were considered to have been constructed in excess of 20 years ago.

The existing porous macadam surface course to court Nrs 1 – 6 is generally subject to a moderate to high level of fretting, pitting and aggregate loss.

The upper playing surfaces to court Nr 1 – 6 is noted as being subject to a build-up of dirt, debris and detritus. Moss and algae growth present to the upper surface.

Vegetation and weed growth present to the outer perimeter of the court block.

The existing porous macadam surface course to court Nrs 1 – 6 is considered to be relatively stable with no major settlement, cracking, heave or displacement.

No frost heave bumps present.

Colour coating subject to wear.

Perimeter edging comprises brick paviour which is subject to degradation in some instances.

The macadam surface course to court Nrs 1 – 6 inclusive is also subject to signs of significant cracking and aggregate loss along the outer edges of the 50mm wide court markings (notably the side and base lines). This type of cracking and aggregate loss is commonly associated with older courts where the successive application of line marking paint causes contraction at the upper surface leading to aggregate break down. There is no long term remedial action to this type of cracking and aggregate loss other than to resurface the courts (in the short term larger holes may be filled but this will not be successful in halting further aggregate loss). As voids are created to the outer edges of the line markings they will eventually affect ball bounce characteristics requiring the court to be resurfaced.

The current level of cracking and aggregate loss to the court markings will affect play on the courts but is not considered to be a trip hazard at present.

- b) Perimeter fencing to court Nr 1 – 6 generally comprises angle section fence posts and r.h.s. section posts to the Northern run back elevation.

**ALICE PARK**  
**L.T.A.T.S. REF. NR. 2017/038**  
**CONDITION SURVEY AND SITE FEASIBILITY REPORT**

The existing angular fence posts are subject to rusting, are of small section (i.e. 40mm x 40mm) and are considered to be in appropriate for a public park site. Evidence of previous post repairs (i.e. existing posts bolted to newer stub post) present at lower level.

The chainlink mesh is generally subject to ballooning and distortion with loose or broken straining wires.

- c) The L.T.A. overall minimum dimensions for a Club two court block are 34.75m long x 31.70m wide and recommended (or full-size) dimensions 36.58m long x 33.53m wide.

The L.T.A. Club court minimum dimensions are as follows :-

- i) outer side run dimension is 3.05m ;
- ii) intermediate side run dimension 3.66m ;
- iii) run back 5.49m.

The L.T.A. overall minimum dimensions for Park recreational play two court block are 33.75m long x 30.20m wide.

The L.T.A. Park Court Recreational Play dimensions are as follows :-

- i) outer side run dimension is 2.55m ;
- ii) intermediate side run dimension 3.16m ;
- iii) run back 4.99m.

The one block of two doubles court comprising court Nrs 1 - 2 were measured and found to be in excess of the L.T.A. Club court minimum length and width dimensions.

The one block of two doubles court comprising court Nrs 3 - 4 were measured and found to be in excess of the L.T.A. Club court minimum length and width dimensions.

The one block of two doubles court comprising court Nrs 5 - 6 were measured and found to be in below the L.T.A. Park court recreational play minimum length and in excess of the LTA Club play minimum width dimensions. S.F.P.D. considered that court Nrs 5 – 6 had been originally constructed East to West in their length and had then been subsequently rotated 90 degrees to the North to South orientation.





**ALICE PARK**  
**L.T.A.T.S. REF. NR. 2017/038**  
**CONDITION SURVEY AND SITE FEASIBILITY REPORT**

The existing dimensions would be maintained in the proposed renovation works or may be reduced to the L.T.A. Recreational Play Park Court dimensions as recommended during the site inspection.

- d) S.F.P.D. enclose layout drawing Nrs 2017 – 038 A.P. – 001 which indicates L.T.A. minimum and recommended dimensions for outdoor two court blocks for Club competitive play.

S.F.P.D. enclose layout drawing Nrs 2017 – 038 A.P. – 002 which indicates L.T.A. minimum dimensions for outdoor two court blocks for Park Court Recreational play.

Drawing Nr 2017 – 038 A.P. – 004 - 006 indicates the existing indicative court block layout's for court Nrs 1 - 6 inclusive.

## **2.02 TRIAL SECTION INVESTIGATION**

- a) A number of trial sections were taken by S.F.P.D. through the court blocks to establish the nature of the existing sub-base construction to court Nrs 1 - 6.

Court Nr 1 : The trial section taken within the central intermediate side run area revealed the following court construction :-

- i) 25mm depth of 6mm diameter porous macadam ;
- ii) 15mm depth of grey-green surfacing i.e. fine graded bitumen bound aggregate ;
- iii) 30mm depth of 14/20mm diameter aggregate chippings ;
- iv) At least 100mm depth of ash and clinker (which had been subject to substantial degradation i.e. dense mass of fine particles).

Court Nr 3 : The trial section taken within the central intermediate side run area revealed the following court construction :-

- i) 25mm depth of 6mm diameter porous macadam ;
- ii) 15mm depth of grey-green surfacing i.e. fine graded bitumen bound aggregate ;
- iii) 40mm depth of 14/20mm diameter aggregate chippings ;



**ALICE PARK**  
**L.T.A.T.S. REF. NR. 2017/038**  
**CONDITION SURVEY AND SITE FEASIBILITY REPORT**

- iv) At least 100mm depth of ash and clinker (which had been subject to substantial degradation i.e. dense mass of fine particles).

Court Nr 5 : The trial section taken within the central outer side run area revealed the following court construction :-

- i) 30mm depth of 6mm diameter porous macadam ;
- ii) 30mm depth of 6mm diameter porous macadam ;
- iii) 30mm depth of 20mm diameter aggregate chippings ;
- iv) At least 100mm depth of ash and clinker (which had been subject to substantial degradation i.e. dense mass of fine particles).

The trial sections taken revealed that the court Nrs 1 – 6 have not been constructed with a suitable type and depth of non-frost susceptible aggregate sub-base (i.e. carboniferous limestone or granite chipping's) when compared to modern standards of court construction.

The L.T.A. minimum compacted depth of aggregate sub-base is 300mm where there is a plastic clay sub-grade conditions as known to be present in the general area.

The trial section indicates that the court Nrs 1 – 6. may have been originally constructed as shale or grey green courts then converted to porous macadam by the installation of a relatively thin aggregate 'blinding' layer and/or a single layer of porous macadam and resurfaced a number of times. Alternatively the porous macadam courts may have been originally constructed with an ash and clinker sub-base. No substantive aggregate sub-base layer has been installed above the ash and clinker material to court Nrs 1 – 6.

This reflects a low cost budget decisions by the Client (or site owner/developer) in the conversion of the courts to porous macadam.

Ash and clinker has been utilised within the sub-base material arising from previous court construction. The ash and clinker was noted as being particularly subject to substantial degradation and generally comprised a particulate mass. As previously advised on site ash and clinker is a frost susceptible material and a very poor quality foundation material for porous macadam tennis courts.

**ALICE PARK**  
**L.T.A.T.S. REF. NR. 2017/038**  
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The presence of this type of court sub-base material will eventually give rise to the effects of frost action to the porous macadam surface i.e. general displacement, numerous humps and depressions are usually created which eventually leads to cracks being formed. Ash and clinker also degrades to a particulate mass over the passage of time which leads to additional settlement and drainage problems.

Where ash and clinker is to be retained on site, usually arising from previous shale or grey-green court construction, a suitable depth of non-frost susceptible aggregate sub-base should be overlaid together with the installation of a separating geotextile membrane. I consider a 'suitable' compacted depth to be in the order of at least 225mm where a firm sub-grade is present.

- d) For your general information modern tennis courts (porous macadam and sand-filled synthetic turf) constructed over a plastic clay sub-grade should have a geotextile membrane, at least 300mm minimum compacted depth of non-frost susceptible aggregate sub-base and a 65mm total combined compacted depth of macadam binder and surface course's (i.e. a total 365mm minimum compacted depth of non-frost susceptible court construction). The installation of a geotextile membrane prevents the upward movement of the sub-grade material into the clean aggregate chipping sub-base.

### **2.03 TECHNICAL RECOMMENDATION & BUGDET COSTINGS**

- a) The existing court sub-base construction to court Nrs 1 – 6 inclusive is considered to be defective on a technical basis in respect of the existing type and depth of aggregate sub-base material when to current standards of court construction.
- b) If the Client wish to continue with the porous macadam renovation project then on a technical basis the future stability of the court Nrs 1 – 6 should be ensured so that the new macadam surface course playing surface will not be affected by the further possible action of frost heave or changes in sub-grade moisture content.

I do not consider that the existing court construction to court Nrs 1 – 6, on a purely technical basis, provides a satisfactory foundation for the installation of a new single layer of macadam surface course only.

My minimum scope of works would be for the existing porous macadam court construction to be strengthened with at least a binder course and surface course of macadam being installed (and supplemented with additional non-frost susceptible aggregate sub-base material where funds are available which would be my technical recommendation as set out below). This may provide adequate stability for a period in the order 5 to 6 years for the installation two layers of macadam.



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This may provide adequate stability for a period in the order 12 to 15 years for the installation of additional aggregate sub-base material together with two layers of macadam or possibly longer depending on the depth of aggregate sub-base adopted to be installed by the Council i.e. the greater the depth of aggregate sub-base the further the risk of frost heave will be reduced.

I note that most Client's have relatively limited funds available and the Client may wish to consider the production of a scope of works tender document (i.e. Employers Requirements) on the basis of obtaining costs for a range of budget options.

The first tender option is for the court to be overlaid with a surface course of macadam (Option 1) with alternative costs provided for the installation of a binder course of macadam (Option 2) and an additional suitable uniform depth of aggregate sub-base material (Option 3) with Option 4 comprising full reconstruction. Please note that the installation of a single layer of macadam (i.e. Option 1 : 25mm total additional depth of construction) can only be considered as a short term option as the new layer of porous macadam would still be at risk of frost heave and changes in sub-grade moisture content in the future.

However the application of the new layer of porous macadam would provide an acceptable playing surface at a relatively low level of financial expenditure. Due to the compaction of the existing surface and the filling in of low areas, before the new porous macadam layer is laid, heave and displacement may not be visible to the new surface for 6 to 12 months but this is not guaranteed.

The three options with the project tender documentation for court Nrs 1 – 6 are further detailed as follows :-

**Option 1** (A budget scope of works) to produce tender documentation based on resurfacing the existing porous macadam courts with single a layer of porous macadam (i.e. power wash, pierce to form drainage holes at regular centres, compact the existing surface, application of bitumen emulsion, installation of a surface course of porous macadam, application of colour coating and line markings, new court fittings and forming a chase to perimeter edgings).

This would increase the general height of the court surface in the order of 25mm above the existing court level.

The budget cost of Option 1 would be in the order of £ 11,000 plus V.A.T. per court for the porous macadam renovation works.



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**Option 2** (Enhanced scope of works) to produce tender documentation based on an enhanced resurfacing of the existing porous macadam courts (i.e. power wash, pierce to form drainage at regular centres, compact the existing surface, application of bitumen emulsion, installation of a binder course and surface course's of porous macadam 65mm combined compacted depth, colour coating, line markings together with a new perimeter edging and court fittings).

This would increase the general height of the court surface in the order of 65mm above the existing court level.

The budget cost of Option 2 would be in the order of £ 17,000 plus V.A.T. per court for the porous macadam renovation works.

**Option 3** (Enhanced scope of works for technical recommendation) to produce tender documentation based on partial reconstruction of the existing porous macadam courts (i.e. power wash, pierce to form drainage holes at regular centres, compact existing surface, installation of a minimum 150mm depth non-frost susceptible aggregate sub-base, installation of a binder course and surface course's of porous macadam 65mm combined depth, colour coating, line markings together with a new perimeter edging and court fittings).

This would increase the general height of the court surface in the order of 215mm above the existing court level.

The budget cost of Option 3 would be in the order of £ 23,000 per court for the porous macadam court reconstruction works.

In addition to the works set out above S.F.P.D. would also require any areas of the root ingress heave, cracking and settlement to court Nrs 1- 6 to be reconstructed as set out below.

S.F.P.D. would recommend that these areas are reconstructed by excavating to a depth of 340mm, installation of geotextile membrane, 300mm depth of non-frost susceptible aggregate and 40mm depth of binder course macadam. The Client should establish a budget in the order of £ 70 – 80 per square metre for the reconstruction of displaced areas.

The above budget costs exclude V.A.T., design risk (i.e. contingency), inflation and professional fees.

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NOTE : All the above costs are based on executing the works during the hottest Summer months when lorries would be able to traffic the adjacent areas of soft landscaping/internal macadam pathways and directly access the site. Execution of the works out side this period would require all the materials to be double handled (deposited at the Park boundary and then moved by dumper to the site area) which would incur 15 – 20 % increase in costs and/or the construction of a suitable metal plate access road from the nearest hard surfaced access way.

- c) The Client should establish a budget in the order of £ 80.00 – 90.00 plus V.A.T. per linear metre for the removal of the existing chainlink mesh fencing and the installation of 50mm x 50mm roll weld mesh with high tensile line wires off rectangular hollow section posts (50mm x 30mm).

The Client should establish a budget in the order of £ 100.00 – 125.00 plus V.A.T. per linear metre for the removal of the existing chainlink mesh fencing and the installation of rigid panel weld mesh of 80mm x 40mm rectangular hollow section posts.

Access gates will be in the order of £ 750 plus V.A.T. per single gate and £ 1,500 plus V.A.T. per double gate.

### **3.00 MAINTENANCE REQUIREMENTS FOR POROUS MACADAM TENNIS COURTS**

- a) Maintenance regime requirements were discussed in respect of porous macadam tennis courts. Porous macadam court surfaces generally require the following maintenance regime (as a minimum):-
- i) the annual (or six monthly if the growth rates dictates) application of moss and total weed killer's ;
  - ii) power washing every year ;
  - iii) re-colour coating every 4 – 5 years ;
  - iv) resurfacing every 8 – 12 years.

### **4.00 SUMMARY AND WAY FORWARD**

- a) In order for me to progress the project vetting commission to the next stage of producing the detailed cost plan and scope of works documentation for the court works project I would be grateful to receive your formal confirmation as to the basis on which the Client now wishes to proceed.





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- b) *Please note that the scope of works document produced by this consultancy should be used to obtain suitable tenders for the proposed court works.*

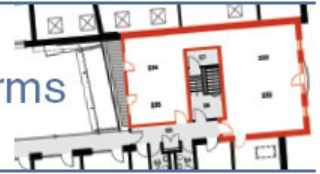
*This initial feasibility report does not form an adequate basis on which to obtain tenders for the works and should not be used as a tender document.*



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## Leasing Business Premises: Model Heads of Terms



### This document is one of three component parts of the Code for Leasing Business Premises in England and Wales 2007

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**Note:** These Model Heads of Terms follow a similar format to the Code for Leasing Business Premises: Landlord Code.

1.1	<b>Property address</b>	Gloucester Road, Larkhall, Bath BA1 7BL
1.2	<b>Landlord/Proprietor</b>	<p>The Official Custodian for Charities of Harmsworth House, 13-15 Bouverie Street, London EC4Y 8DP</p> <p>C/o Alice Park Trust Sub Committee</p> <p>Bath &amp; North East Somerset Council Registered office: Guildhall, High Street, Bath, BA1 5AW Correspondence address: Legal &amp; Democratic Services, Guildhall, High Street, Bath BA1 5AW Contact name: Marie Todd E-mail: <a href="mailto:Marie_Todd@bathnes.gov.uk">Marie_Todd@bathnes.gov.uk</a> Telephone: 01225 394414</p>
1.3	<b>Tenant</b>	<p>Bath &amp; North East Somerset Council Leisure and Business Development (Environmental Services) Correspondence address: Lewis House, Manvers Street, Bath, BA1 1JG Contact name: Marc Higgins, Team Manager - Leisure and Business Development E-mail: <a href="mailto:marc_higgins@bathnes.gov.uk">marc_higgins@bathnes.gov.uk</a> Telephone: 01225 396423</p>
1.4	<b>Rent</b>	<p><b>Reserved Rent:</b> Peppercorn Payment dates: Annual. Is the property VAT elected? No</p> <p><b>Operating Surplus:</b> The Tenant may enter into a sub lease and appropriate operating agreement with a Sub Tenant. The agreement will provide that any surplus remaining pursuant to the operating agreement(s) after deductions have been made by the Tenant under the operating agreement which will comprise all costs and expenses including (but not limited) to funding costs will be shared 20% to the Tenant and 80% to the Landlord. Calculations to be provided and payment to be made 60 days after the end of the relevant year.</p>
1.5	<b>Rent free period (and other Incentives)</b>	N/a
1.6	<b>Type of lease</b>	Lease
1.7	<b>Landlord's initial works (including timing)</b>	N/a
1.8	<b>Tenant's initial works (including timing)</b>	

Construction and refurbishment of six tennis courts, pavilion and associated land. To be dealt with by a Licence for Alterations (or appropriate document) and is conditional on obtaining any requisite consents and funding.

2.0 **Guarantor/rent deposits** N/a

3.0 **Lease length, breaks, extensions and rights**  
N/a.

3.1 **Lease length and start date** 25 years from term commencement date (term commencement date to be date of lease).

3.2 **Break clauses or renewal rights** N/a

3.3 **1954 Act protection** No

3.4 **Rights** To be determined, following legal instruction.

4.0 **Rent reviews** N/a.

5.0 **Assignment and subletting – See check box >**

	Prohibited	If not prohibited Is CNUW	Permitted without consent
Assignment of whole		Yes	
Sub-Lease whole		Yes	
Sub-Lease part		N/A	
Sub-sub-lease		N/A	
Concession		N/A	
Group sharing		Yes	

For sub lettings consider: Maximum number of occupiers, limitations  
Code requires sub-lettings to be at market rent.  
CNUW = Consent not to be unreasonably withheld.

6.0 **Services and service charge** N/a

Note: Owners and Occupiers should be aware of the RICS 2006 Code of Practice on Service Charges in Commercial Property and seek to observe its guidance in drafting new leases and on renewals.

7.0 **Repairing obligations** Full repairing. The tenant to keep the demised area in good repair.

7.1 **FRI and schedule of condition** a) is it full repairing? Yes  
(b) is it the Landlord who repairs and recovers the cost, or the Tenant who repairs at its own cost?; Tenant.  
(c) is there to be a schedule of condition? Yes

7.2 **Collateral warranties** N/A

8.0 **Alterations and use** Alterations to be permitted.

8.1 **Alterations - See check box >**

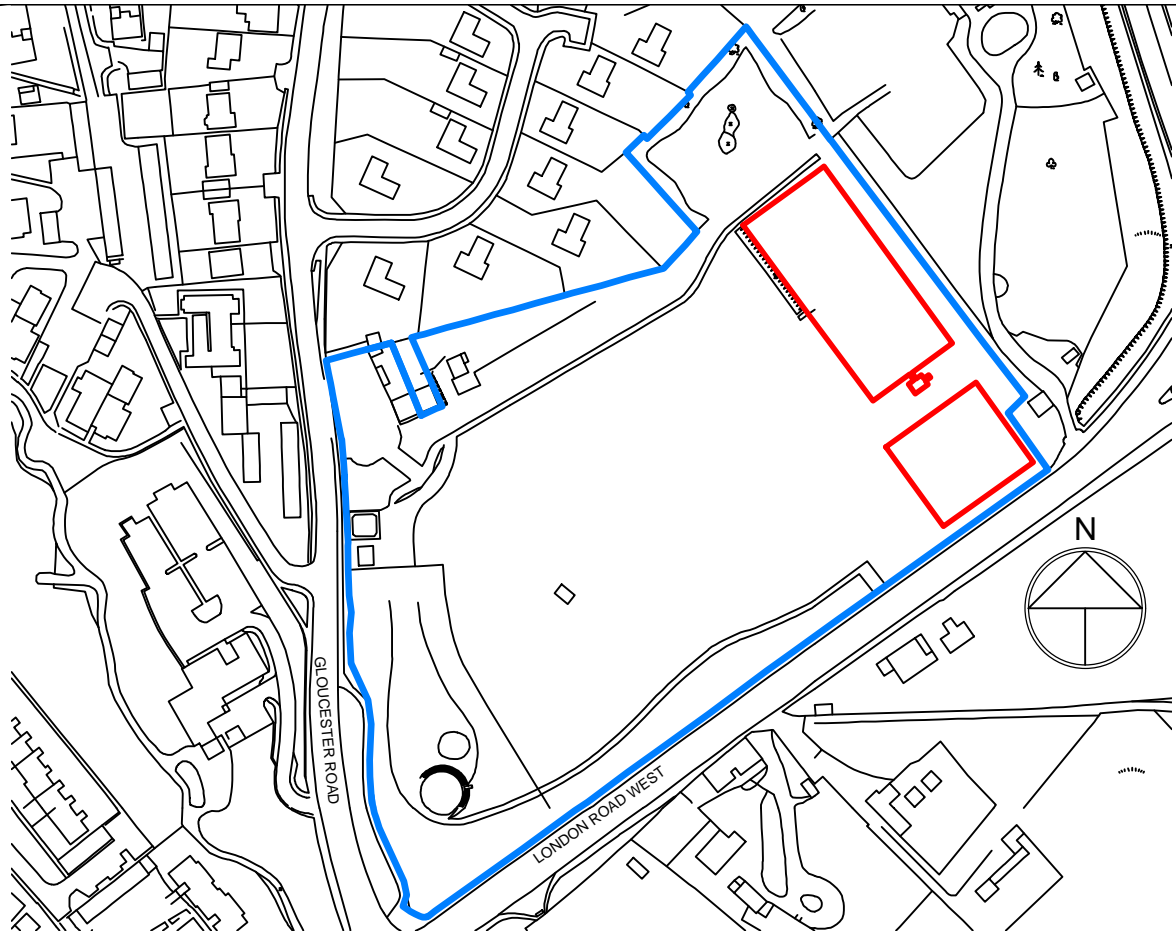
	Prohibited	If not prohibited Is CNUW	Permitted without consent
External			Yes
External structural			Yes
Internal structural			Yes

Internal non structural			Yes
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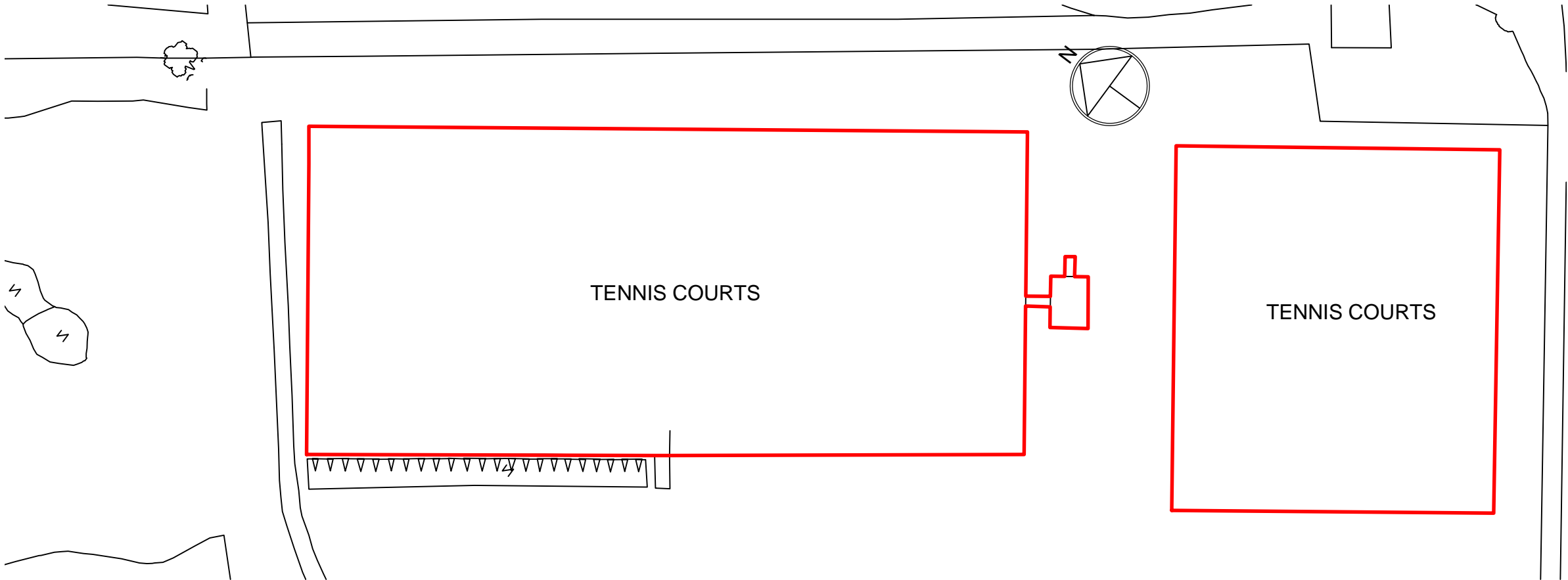
8.2	<b>Permitted use</b>	Tennis Courts, WC and ancillary recreational use.
9.0	<b>Insurance</b>	(a) Tenant to insure. Standard Council Policy Terms (b) Will terrorism be an insured risk? Tenant to insure on Standard Council Policy Terms (c) Mutual break clause on: Tenant to insure on Standard Council Policy Terms
10.0	<b>Lease management</b>	N/a
10.1	<b>Dilapidations</b>	Tenant to reinstate at the end of the lease, limited by photographic Schedule of Condition.
11.0	<b>Other issues</b>	Subject to Charity Commission approval.
11.1	<b>Rates and utilities</b>	Tenant to be directly liable for all outgoings associated with the facility, if applicable.
11.2	<b>Legal costs</b>	Each party to pay their own costs.
11.3	<b>Conditions</b>	Subject to Contract and Council approval; Subject to Charity Commission Approval; Subject to capital funding terms and conditions.
11.4	<b>General</b>	N/a
11.5	<b>Landlord's solicitors</b>	Veale Wasbrough Vizards LLP Company address: Narrow Quay House, Narrow Quay, Bristol BS1 4QA Contact name: Daniel Pinheiro, Paralegal E-mail: <a href="mailto:dpinheiro@vwv.co.uk">dpinheiro@vwv.co.uk</a> Telephone: 0117 925 2020 Fax: 0117 925 2025 Direct Dial: 0117 314 5386
11.6	<b>Tenant's solicitors</b>	Bath & North East Somerset Council Registered office: Guildhall, High Street, Bath BA1 5AW Correspondence address: As above Contact name: Nicola Scott E-mail: <a href="mailto:nicola_scott@bathnes.gov.uk">nicola_scott@bathnes.gov.uk</a> Telephone: 01225 395123
11.7	<b>Timing and other matters</b>	31st July 2019.
11.8	<b>No contract</b>	These Heads of Terms are subject to contract and Council approval.
11.9	<b>Landlord's agent(s):</b>	Bath & North East Somerset Council Registered office: Guildhall, High Street, Bath BA1 5AW Correspondence address: Property Services, Lewis House, 2 – 4 Manvers Street, Bath BA1 1JG Contact name: Andrea Frow E-mail: <a href="mailto:andrea_frow@bathnes.gov.uk">andrea_frow@bathnes.gov.uk</a> Telephone: 01225 477242
11.10	<b>Tenant's agent(s):</b>	To be advised

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LOCATION PLAN - Scale 1:2500



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**Bath & North East  
Somerset Council**

Property and Project Delivery  
Lewis House  
Manvers Street  
Bath BA1 1JG

PROPERTY  
ALICE PARK,  
GLOUCESTER ROAD, LARKHALL,  
BATH, BA1 7BL

DRAWING TITLE  
LEASE PLAN  
TENNIS COURTS

Drawn AG

Date 02/07/2019

Scale 1:500 @ A3

Rev

DRAWING No  
PF09/VL/TC

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## **RELEVANT INFORMATION AND CONSIDERATIONS**

### **Agreement for 'Works'**

Documentation to include the following principal terms:-

- a) Tenant to obtain all necessary statutory and other consents.
- b) All work is to be carried out in a good and workmanlike manner;
- c) Any damage caused to the property as a direct result of the work will be made good by the tenant and/or its appointed contractors.
- d) On completion of the works the premises are to be left in a clean and tidy condition to the satisfaction of the landlord.
- e) The tenant is to ensure that the work is carried out with the minimum of disruption and noise to users, occupiers and neighbours of the Park.
- f) Tenant is to indemnify the landlord and any other third party against damage or injury caused as a direct result of the works.
- g) Tenant is to reinstate the premises to no better condition than evidenced by a Schedule of Condition at the end of, or sooner determination of, the lease if so required by the landlord.

### **Funding Conditions**

- h) Landlord and Tenant agree to any award terms and conditions in respect of capital funding requirements.

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