

Bath & North East Somerset Council

DECISION MAKER:	Leader of The Council	
DECISION DATE:	On or after 14 th November 2013	EXECUTIVE FORWARD PLAN REFERENCE:
		E 2601
TITLE:	Renewal of Lease of Alice Park Tea Chalet	
WARD:	Lambridge	
AN OPEN PUBLIC ITEM		
List of attachments to this report: Appendix 1 - Client instruction form Appendix 2 –Rear shed –Tenancy at will Appendix 3 – Deed of variation (Alcohol Sales) Appendix 4 – Original disposal notice Appendix 5 – Outline Heads of Terms		

1 THE ISSUE

- 1.1 This report seeks the consent of the Leader of the Council – representing the Council as Trustee – to the renewal of the lease of Alice Park Tea Chalet.

2 RECOMMENDATION

- 2.1 The lease of Alice Park Tea Chalet is renewed to Mr Anthony Wilson Hickman in accordance with the terms set out in the Client Instruction form in Appendix 1. The ability to sell alcohol shall be personal to Mr Hickman, and shall not be transferrable in the event of the lease being assigned to another party.

3 RESOURCE IMPLICATIONS (FINANCE, PROPERTY, PEOPLE)

- 3.1 The proposed letting will provide an income to the Trust (This includes the rent from the tea chalet itself, and the additional rental of the area to site the rear shed which has traditionally been paid separately) with an annual (Inflation based) increase, which can be used to offset the cost of maintaining the park in accordance of the Trust, as well as attracting local people to the park and to make use of the facilities available. The rental level is included in the Heads of Terms (Appendix 5) and is credited to a separate account set up for the trust.
- 3.2 Mr Hickman was the highest bidder when the Chalet was marketed in 2008 and the above rent reflects his original rental offer and an inflationary increase.

4 STATUTORY CONSIDERATIONS AND BASIS FOR PROPOSAL

- 4.1 This property forms part of Alice Park which is subject to a Trust. The proposed leasehold disposal is within the terms of the trust. The original disposal was advertised in line with Section 36(6) of the Charities Act 1993 with notices being posted both at the property and the Guildhall for 1 month from 18th March 2008. A copy of the relevant notice is attached in Appendix 4. The Property Law Manager has confirmed that the above is adequate.
- 4.2 The Leader of The Council in the absence of any other arrangement is empowered to represent the Council as Trustee for the Trust. Any decision should be made on the basis that it represents the best interests of the trust.
- 4.3 In making the decision the Leader should satisfy himself that the proposed lease is in the best interests of the Trust having reference to the rationale above.

5 THE REPORT

- 5.1 The current lease to Mr Hickman expires on 9th November 2013, the rear area on which the shed is situated is documented by a tenancy at will, which by its nature has no implied security of tenure and is open ended. The new lease shall include this area also.
- 5.2 Mr Hickman has held the premises for the past 5 years and has invested a great deal of time, effort and money in to the chalet and park.
- 5.3 The chalet has been used for the sale of food and drink, providing fair trade and organic high quality tea and coffee, together we pre-packed snacks and is frequented by various members of the public. It is evident that visitor numbers have increased as a result of the chalet being open (for the majority of the year). Tables and chairs have been placed on the patio area along with a Wi-Fi internet connection.
- 5.4 The key aims of the tenant use of the chalet are:
 - To provide a high level of service to park users
 - To attract more people to use the facilities available at the park
- 5.5 The new lease shall be roughly on the same terms as the previous lease, save as the addition of the rear shed. The lease shall be for a term of 6 years and shall be contracted out of the security of tenure provisions of the Landlord and Tenant Act 1954 (Part 2).
- 5.6 The new lease shall include restrictions on erecting marquees, tents or temporary structures on any part of the park without the express permission of

the parks manager and events team. Full wording is included in the Client Instruction form in Appendix 1.

- 5.7 The issue of the location of the rear shed has previously been approved under Executive Plan ref E2060 (1/11/2009) and the agreement is included in Appendix 2
- 5.8 The user clause of the current lease has been varied to allow the sale of alcohol and was also approved under Executive Plan ref E2059 (2/3/2010) and the agreement is included in Appendix 3
- 5.9 The intention is to encompass all of the above amendments under one lease as a tidying up exercise and to assist management going forward.

6 RATIONALE

- 6.1 The renewal of the lease of this property will provide the Trust with a revenue stream which will contribute towards the maintenance of the park and its continued use in line with the terms of the Trust. High level of control can be ensured via the lease.
- 6.2 The facilities provided by the café encourage use of and improve facilities in the park, therefore forwarding the aims of the Trust.

7 OTHER OPTIONS CONSIDERED

- 7.1 None

8 CONSULTATION

- 8.1 Leader of the Council, Cabinet members; Section 151 Finance Officer; Chief Executive; Monitoring Officer
- 8.2 The report has been provided to the above parties and their responses if any have been incorporated in to the body of the report.
- 8.3 The Council's monitoring Officer (Council Solicitor) and Section 151 officer have had the opportunity to input this report and have cleared it for publication.

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.
- 9.2 This is the renewal of two existing arrangements which have been in place for the previous 5 years without dispute. The risk associated with renewing the agreements has therefore been assessed as being minimal.

Contact person	<i>David Jones 01225 477975</i>
Background papers	<i>Former weekly list entries E1872 & E2059</i>
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