

**TITLE OF REPORT: BANCROFT GARDENS – HITCHIN LAWN TENNIS CLUB PAVILION - UPDATE**

REPORT OF THE HEAD OF FINANCE, PERFORMANCE & ASSET MANAGEMENT AND THE HEAD OF DEVELOPMENT & BUILDING CONTROL

**1. SUMMARY**

- 1.1 To present an update on the progress with lease extension arrangements at Hitchin Lawn Tennis Club and the timescales of the Conservation Area Consent, Planning Permission and Building Regulation Approval.

**2. BACKGROUND**

- 2.1 The Tennis Club currently hold a lease that expires in approximately five years time. The pavilion was destroyed by fire last year and the Club wish to rebuild. However, before rebuilding and replacing the tennis court surfaces the Club have now confirmed their wish to secure an extension to the lease.
- 2.2 The rebuilding of the pavilion requires applications to be made to achieve statutory approvals these being primarily Conservation Area Consent, Planning Permission and Building Regulation Approval.

**3. ISSUES****Issue of Lease Extension**

- 3.1 Consent has been granted under the existing lease for the construction of a replacement building, which it is assumed would be funded from an insurance claim.
- 3.2 The Tennis Club have also requested a lease extension to give them confirmation of tenure for the new building. However, prior to Agreeing to an extension to the current lease, Leisure Services needed to ensure that the facility will provide for public use as well as private use by the club.
- 3.3 In December 2009 the Club met with the Strategic Director of Customer Services and the Head of Leisure & Environmental Services to discuss the future use of the courts, but no agreement was reached on public use. In January 2010 the club indicated that they did not require an extended lease to rebuild the pavilion and were rebuilding under the terms of the existing lease. In late May 2010 the club met with the Parks & Countryside Development Manager and explained that they did now require an extended lease for the rebuilding of the pavilion.

- 3.4 In June 2010 the Club met with the Parks & Countryside Development Manager and Estates Officer (with Cllr Judi Billing an observer at the meeting) and agreement was reached in principle that the courts should be available for public as well as private use. On the 30th June 2010 draft wording relating to public use was sent to the club for their comment and at the time of writing this report we are awaiting a response from the club.
- 3.5 Subject to finalising the wording in the agreement for public use the Council should have sufficient information to process the clubs request for an extended lease.
- 3.6 The precise terms of a new lease are yet to be agreed and will be discussed with the Finance Portfolio holder prior to reporting to Cabinet, if required.
- 3.7 It should also be noted that under part 2 of the Landlord & Tenant Act 1954, the lessees would be statutorily entitled to request a new lease between twelve and six months before the expiry of the existing lease unless NHDC had alternative plans for the site.

#### **Public Use of the Club**

- 3.8 On 28th June 2010, NHDC representatives had a very productive meeting with Paul Taylor and Diane Coe from the Hitchin Lawn Tennis Club. The Club agreed that in the future they would make courts available for public use and it was agreed in principle that public slots on Friday evenings, Saturday mornings, Saturday evenings, Sunday mornings and Monday mornings would be made available. There would also be youth coaching sessions available for children to turn up and play between 4.30pm - 6.30pm on Tuesdays, Wednesdays and Thursdays.
- 3.9 The club will now be able to greatly add to the community benefit of Bancroft Recreation Ground and Leisure Officers are looking forward to working in partnership with the club to promote tennis in Hitchin for many years to come.

#### **Required Statutory Consents**

- 3.10 NHDC's Development & Building Control Service received sketch proposals from Hitchin Tennis Club on 27<sup>th</sup> October 2009. These were responded to favourably in writing on 25<sup>th</sup> November 2009. Planning and Conservation Consent applications were then deposited on 30<sup>th</sup> November 2009. Unfortunately the fee paid was incorrect. Following a letter on 07 December 2009 to the applicant informing them the additional fee required, this was paid and the applications registered on 22<sup>nd</sup> December 2009. The applications for Planning and Conservation Consent were then subsequently approved within the 8 week statutory time period on 27<sup>th</sup> January 2010.
- 3.11 Following the Conservation Consent and Planning Approval, samples of the external materials to be used were submitted in February, various telephone calls then led to the submission of a revised sample as the Tennis Club informed the case officer that the original roof sample was discontinued. The case officer then contacted the manufacturer in to discuss the options available including application of a surface material to weather the alternative material to match that approved. Written agreement with regard the external materials was given on 24<sup>th</sup> May 2010.

- 3.12 Further contact was made by the Tennis Club on 07<sup>th</sup> June 2010 advising that the club was considering changing the wall material and seeking the views of the case officer. The case officer arranged a site visit with the Conservation Officer to Knebworth Bowls Club where a similar material was used. The club were advised on 22<sup>nd</sup> June 2010 that the alternate material was acceptable and that a None Material Amendment would need to be submitted.
- 3.13 Further contact was received from club representatives on 09<sup>th</sup> and 10<sup>th</sup> June 2010 to explore the possibility of installing a 'portacabin' option instead of the approved scheme. The club has been advised that this not considered acceptable from a visual point of view within a Conservation Area.
- 3.14 Although the Planning and Conservation Consents were processed in a timely manner, there were difficulties with the Building Regulation application. A Stage 1 complaint was received through the Council's 3C's policy with regard delays to the re-building of the pavilion as a result of the Building Regulation application, the delay was stated to be losing the club membership.
- 3.15 The complaint was responded to on the day it arrived, 07 May 2010. The response, copied to three Hitchin Councillors, identified that the application was deposited by the club's agent on 15 February 2010. An acknowledgement letter was sent on the 15 February, copied to the clubs representative, in which the last possible decision date for a decision was given as the 15 April 2010. The application was assessed on 01 March 2010 and a schedule of additional information that was required in order for the application to be approved was sent to the club's agent. No details were received from the agent within the following 6 weeks, so the application unfortunately had to be rejected. The decision date is a legal deadline and if the application had not been rejected by the stated date, it would have been deemed approved. Given that the outstanding matters identified on the schedule included those relating to fire safety, access and use of the building by all including disabled persons, foul water and rainwater disposal, it was felt that the only option left to the Council was to issue a rejection. The applicant was further made aware from a copied letter (27 April), that their agent submitted further details on 26 April. The clubs representative themselves submitted further information on 04 May 2010. As per the acknowledgement letter these details were assessed for compliance with the Building Regulations within 10 working days from date of receipt. Further details were then received on 17 May 2010 allowing a conditional approval to be issued on 24 May 2010.
- 3.16 The complaint response also identified that the applicant could have chosen to commence building works 48 hours after receipt of the Building Regulation application, as presumably advised by their agent and outlined within the acknowledgement letters.
- 3.17 Following the above response the club's representative emailed all parties and apologised and acknowledged the issues would appear to lie between the club and their agent.
- 3.18 The conditions on the Building Regulation approval remain outstanding.

#### **4. LEGAL IMPLICATIONS**

- 4.1 Under the Terms of Reference in the Constitution, Area Committees have the power “to consider and report to Council on any matter affecting their area” and “to consider the policies and actions of the Cabinet as to their appropriateness to the needs and aspirations of local communities”.
- 4.2 Under part two of the Landlord & Tenant Act 1954, between 6 and 12 months from the end of the lease, the tenant would be statutorily entitled to request a new lease for a maximum of 15 years. In certain circumstances the landlord can refuse to grant a new lease, including if the landlord wished to develop or occupy itself. The terms of the new lease will have to be considered and formally recorded with the necessary requirements of the Council.
- 4.3 Under the Building Regulation 2000 and the relevant Planning Acts the applicant is statutorily required to seek the relevant approvals.

#### **5. FINANCIAL AND RISK IMPLICATIONS**

- 5.1 The Local Authority must work within statutory guidelines and these were met with regard to the various applications for consent. As stated in section 3 above, further consultation is on going.
- 5.2 The Building Regulations and the Planning Acts identify timescales for the Local Authority when dealing with applications and these were met. With regard to the Building Regulations, the application was rejected upon expiry of the time period in order to mitigate risk to the authority, as failure to do so would have resulted in the application being deemed approved when it did not demonstrate compliance with the necessary standards.

#### **6. HUMAN RESOURCE AND EQUALITIES IMPLICATIONS**

- 6.1 There are no direct human resource implications arising from this report.
- 6.2 During the development and consideration of proposals the impact of equality of access and outcomes must be considered. For example, when agreeing the terms of the public use of the facilities it must be clear that the facilities be available for all. Additionally by ensuring under the Building Regulations approval process that the facilities are DDA compliant, equality of access for people with disabilities is achieved.

#### **7. RECOMMENDATIONS**

- 7.1 That Hitchin Committee note the contents of this report.

#### **8. CONTACT OFFICER**

- 8.1 Andy Cavanagh, Head of Finance, Performance & Asset Management, Tel: 01462 474243

## **9. CONTRIBUTORS**

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