

# **APPENDIX H**

## **WAVERLEY BOROUGH COUNCIL**

**EXECUTIVE – 19 MAY 2009**

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**Title:**

**LEASE OF TENNIS COURTS AT  
HASLEMERE RECREATION GROUND**

**[Portfolio Holder (2008/09): Cllr Ms Denise Le Gal]**

**[Portfolio Holder (2009/10): Cllr Mike Band]**

**[Ward Affected: Haslemere East and Grayswood]**

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**Summary and purpose:**

Authority is sought for the surrender and renewal of the lease of tennis courts at Haslemere Recreation Ground.

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**How this report relates to the Council's Corporate Priorities:**

The proposed lease to Haslemere Lawn Tennis Club (LTC) will improve the sports facilities of the community served by the club and will help the club expand its role within the local community.

**Equality and Diversity Implications:**

Haslemere LTC's proposed clubhouse will include changing and toilet facilities to modern standards.

**Resource/Value for Money implications:**

The present lease to Haslemere LTC contains break clauses. By removing these clauses the club will have greater access to grant funding and this should ensure that the rental value of the courts is maintained.

**Legal Implications:**

Haslemere LTC will be expected to meet Waverley's legal costs.

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**Strategic Background**

1. Waverley's Corporate Plan seeks to improve and support opportunities for all to take part in sport. Much of this plan is delivered via the local clubs, who invest time, energy and enthusiasm into their chosen sport. A number of tennis clubs lease courts owned by Waverley and it is the aim of the Council to ensure that these courts and adjoining facilities are maintained to an excellent standard, providing opportunities for the community to engage in the activity. To further this, the clubs are encouraged to improve their facilities via leases that provide them with security for their efforts.

2. Leases to the clubs enable them to seek grant aid and funding for improvements. The length of lease required is dependent upon the level of the grant or loan being sought, with typical leases needing to be between 20 and 35 years. In order to retain as much control over its land as possible, Waverley tends to grant leases only to the length needed for the investment by the club in its facilities: there is therefore no consistency in the length of lease required. Funding organisations regard break clauses in the lease as equivalent to lease expiries, therefore the leases need to ensure security of tenure for the whole term.

### **Proposed Surrender and Renewal of Lease of Courts at Haslemere**

3. Haslemere LTC wishes to demolish and rebuild its existing clubhouse. Planning consent has been obtained under WA/2007/2377.
4. Haslemere LTC currently hold two separate leases at the recreation ground, one for the main courts shown in light grey on the attached plan (lease dated 27 February 1996) and one for the adjacent mini tennis courts shown hatched grey on the attached plan (lease dated 13 September 2005). The new clubhouse, shown in dark grey on the attached plan, will straddle the two existing leases. The leases have a further 22 years remaining and both contain break clauses.
5. The club could undertake the construction of a new hut under delegated powers, however Haslemere LTC has requested a surrender of both leases and grant of one lease for the whole area.
6. The purpose of the surrender and renewal would be to grant one lease for a term of 35 years. This is beneficial to the lessee for funding purposes as some funding bodies can require a longer length lease than it currently has left. In addition, the lessee has requested the removal of the break clauses, which would ensure it greater security of tenure and provide comfort to the Council since the lessee cannot exercise any break notice prior to the expiry of the future term. By ensuring the future of the club at the recreation ground for a further 35 years, it will also allow the lessee to invest into the club and improve the facilities on offer. Better facilities at the club may attract more people to use the tennis courts and the recreation ground.
7. Waverley has retained public courts at Haslemere Recreation Ground. There is also a public toilet at the main pavilion. However, the existing leases also contain reciprocal clauses allowing Waverley and the club to use each other's courts for up to six days a year, thus providing optimum flexibility and greater public use. Waverley encourages clubs to engage with the local community in order to increase awareness and participation in the sport among all age groups but especially with the young. Haslemere LTC has embraced this enthusiastically, having an active youth coaching scheme, and is a very successful community sports club.
8. Under PPG 17 and Waverley's own planning policy LT8 the redevelopment of Haslemere Recreation Ground would be strictly opposed. The present use of the land is therefore considered the best for the foreseeable future.

## **Conclusion**

9. This lease will support Waverley's Corporate Plan by ensuring the provision of good quality tennis facilities managed by a club that is actively engaged within its community.

## **Recommendation**

It is recommended that the leases to Haslemere Lawn Tennis Club be surrendered and a new lease for 35 years of both the main and mini tennis courts be granted on the same terms and conditions as the existing leases, with the exception of the removal of the break clauses. The rent and rent review clauses will remain as they are and other terms and conditions are to be agreed with the Estates and Valuation Manager and the Legal Services Manager.

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## **Background Papers (SDE)**

There are no background papers (as defined by Section 100D(5) of the Local Government Act 1972) relating to this report.

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