

Almond Avenue Play Area Lease

Non-confidential

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Report to: Parish Council 1/2025

A 25-year lease was originally put in place in April 1997 by NKDC (the landlord) and the parish council (the tenant) for 0.2ha which housed the Almond Avenue play area.

The equipment was very old, and the parish council were looking for opportunities to replace it. In order to obtain grant funding for the new equipment, a 25-year lease had to be in place.

NKDC therefore agreed to a new 25-year lease, running from September 2000. The play equipment was replaced in financial year 2021-22.

The lease states that the landlord (NKDC) would be responsible for maintenance of the fencing for the first 9 months and then this would pass to the parish council, however in October 2015, following a query, we received confirmation from NKDC Street Scene Manager that NKDC had responsibility for the railing and gates. (The confusion in part may be because the site contains our play area plus more public space which NKDC is responsible for – see Observations below).

The state of the gates and fence has been a concern in recent years and has been picked up in our annual play inspection reports. Whilst a number of health & safety issues with these have been reported to NKDC, nothing has been done.

We have been trying for over a year to get confirmation from NKDC what is likely to happen when the current lease expires in September 2025 and also to get definitive confirmation regarding responsibility for the gates and fence.

We have been holding back on some of the low risk maintenance required to the play equipment, pending a response regarding the lease renewal.

An email response was received from NKDC Asset Manager on 13 December 2024:
We would like to confirm that we will be renewing the lease and are happy to renew the lease again at nil value for a period of 25 years.

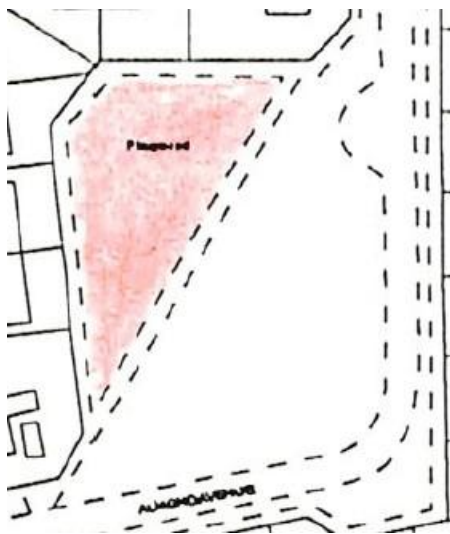
As per the terms of the existing lease, which you kindly shared, NKDC were responsible for maintaining the fencing for the first nine months. After that, the responsibility would transfer to the Parish Council. The new lease will reflect this updated responsibility for the fencing, ensuring that it is clearly outlined moving forward.

Please let me know if you have any questions or need further clarification.

We're not likely to receive the new formal documents until nearer the lease expiry date in September.

Observations

The map in the current lease document which highlights the play area (the area the lease relates to) within the site is no longer correct. This shows the original position of the play area, and not the current location. (NKDC in 2005 took part of the northwest corner of the site to put in an access road and parking bays, plus seating, surfacing, and fencing to a community area).



2000 Map from the lease, showing area (in red) relating to the lease.

The map therefore needs to clearly and correctly define which area the lease relates to (play area) and therefore which bits the parish council are responsible for maintaining and which bits come under NKDC (community area).



Map showing current play area location.

For consideration

Does council want to accept a new lease in principle and continue to provide a play area at Almond Avenue or does it want to consider not accepting a new lease and therefore potentially not having a play area at Almond Avenue? Either decision has implications.

Implications

The lease clearly states that at expiry of its term, if so requested by the landlord, the tenant at their own expense shall remove all play equipment of a moveable nature and make good the surface of the ground to the satisfaction of the landlord.

All the play equipment is owned by the parish council. It is not known whether any of the equipment could potentially be redeployed to other sites.

Any decision to potentially remove the play area could not be taken without a full public consultation and this could become a contentious issue.

If council decides to proceed with the lease (assuming the terms and conditions are acceptable and any outstanding anomalies are resolved), there could be a significant expense required to correct any previously flagged health & safety issues and risks.

Recommendation

- That council decides in principle whether it wants to proceed with a new lease (subject to confirmation and correction of the anomalies highlighted above) or whether it wants to consult with parishioners regarding the future of this play area.
- That council accepts the implications and potential costs of a decision either way.
- That council accepts a final decision can only be taken once a new proposed lease has been formally submitted to council, and this will be brought back to a future meeting for consideration.