



COLNEY HEATH PARISH COUNCIL

Highfield Park Office
Highfield Park Visitor Centre
Hill End Lane
St Albans AL4 0RA

Village Office
83 High Street
Colney Heath
Hertfordshire AL4 0NS

Tel: 01727 825314 Email: clerk@colneyheathparishcouncil.gov.uk

MEETING:	Full Council
MEETING DATE:	Thursday 23 rd September 2021
SUBJECT:	Colney Heath Football Club Lease Renewal Report and associated matters
AGENDA ITEM No.	21/22 54a
REPORT BY:	Clerk to the Council and Responsible Finance Officer

1. BACKGROUND

There has been ongoing communication and on-site meetings to discuss matters with Colney Heath Football Club. The ground inspection has been recently completed, there has been an offer from the Club for preferential use of the lower pitches and the Heads of Terms for the lease renewal need to be confirmed.

2. GROUND INSPECTION

THE FOOTBALL ASSOCIATION - GROUND GRADING INSPECTION REPORT

Club: Colney Heath F.C.

Date of inspection: 3rd August 2021

Current league: The Pitching In Southern League (Division One Central)

Applying for Grade: E & D

Inspection Team: Gary Foxall, David Knight

Club representative(s): Martin Smith, Martin Marlborough, Richard Timpson

Observers(s):

Introduction

This inspection was undertaken because Colney Heath have been promoted to Step 4 of the NLS and their ground is required to attain Ground Grading Grade E or D by the 31st March 2022.

1. Ground

The ground is leased from Colney Heath Parish Council and a new lease is in the process of being signed off. This will be forwarded to the Southern League shortly and the league are aware of this. One of the grounds main issues is its boundary fence where in places a game can be viewed from the outside.

Firstly, the area to the right of the clubhouse that contains a low gate needs to be addressed. It is appreciated that this is private land leading to a fishing pool however the drive way leading to



COLNEY HEATH PARISH COUNCIL

Highfield Park Office
Highfield Park Visitor Centre
Hill End Lane
St Albans AL4 0RA

Village Office
83 High Street
Colney Heath
Hertfordshire AL4 0NS

Tel: 01727 825314 Email: clerk@colneyheathparishcouncil.gov.uk

this pool contains no gate and can be easily accessed by the public. Discussions therefore need to take place with the lands owner to resolve this issue.

In addition, the entrance to the ground itself and its internal car park require reconfiguration to avoid viewing from outside of the ground. The options dependent upon budget are as follows:

- a. The internal car park becomes for the use of players and officials only and screening is put in place at the start of the pathway leading to the turnstiles and the internal car park.
- b. Fencing is erected from the far side by the corner flag area along the side behind the goal leading to the turnstiles that will then make the car park outside of the ground therefore enclosing the facility.

2. Spectator Facilities

The ground has one stand that contains one hundred seats with standing room for another one hundred spectators behind the seats. Because the standing area also forms the walkway a yellow line dividing the two for the length of the stand is required to be put in place. The small area containing chippings in this area needs to be covered as discussed. Although the covered accommodation is acceptable for Grade E the club should note that for Grade D the requirement is for three hundred under cover of which a minimum of one hundred and fifty must be seated. Ideally this should be on at least two sides of the ground with no less than fifty seats in one stand as discussed. When in place any seated stands will require yellow hash markings or "no standing" signage in front of the stands. For Grade D twelve home and twelve away Directors seats should be signed accordingly. Some parts of the hard standing require attention with regards to weeding.

3. Turnstiles

The ground currently has one pay box which is not acceptable for the grade. The requirement is two turnstiles with lighting that must be lockable and have a grill where money passes under. The club already have these on-site awaiting fitting.

4. Dressing Room Facilities

Dressing rooms were measured at the following dimensions:

Home 16.48sm

Away 12.83sm

Match Officials 8.4sm

The match officials are compliant however a curtain is required as discussed to resolve the issue of mixed sex officials. The home and away changing rooms requirement for Step 4 and above is 18sm. Various options on how to achieve this were discussed including the building of new changing rooms. All rooms were compliant with regards to treatment tables, toilets and bell/buzzer.

5. Medical Room

A Medical Room containing hot and cold running water with a chair or treatment table is required.



COLNEY HEATH PARISH COUNCIL

Highfield Park Office
Highfield Park Visitor Centre
Hill End Lane
St Albans AL4 0RA

Village Office
83 High Street
Colney Heath
Hertfordshire AL4 0NS

Tel: 01727 825314 Email: clerk@colneyheathparishcouncil.gov.uk

6. Playing Area

The playing area is compliant with regards to size as are the dugouts. The entrance to the pitch is compliant however the small area just past the changing rooms door needs blocking off when play is in progress to stop spectators gaining access to the area at the back of the changing room block. For Grade E and D the pitch perimeter fence will need to be infilled all the way around.

7. Press Facilities

Two press seats with writing tables and lighting are required.

8. Hospitality Area

A hospitality room that will easily accommodate twenty-four people is in place.

9. Signage

Running Man, Emergency Exit, Toilet, and catering signage is required around the ground.

10. Floodlights

A floodlight certificate has already been submitted to the Southern League. The floodlight pylon to the right of the clubhouse requires additional pathing slabs and the floodlight bases require yellow hashing to highlight a trip hazard.

11. Public Address System

A public address system is audible in all four corners of the stadium.

12. Spectator Toilets

The ground requires toilets that are external to the clubhouse and the club has an option that is in place that just requires some additional work. Two WC's for Ladies and one WC for men with two urinals or equivalent and hand washing facilities are needed.

13. Car Parking

Ample car parking is available however viewing from outside of the ground needs to be considered as mentioned in other parts of this report.

Additional comments to be passed to the Club:

The club should be aware that at a minimum they need to achieve Grade E by 31st March 2022. They would then be required to achieve Grade D by 31st March 2023 to remain at Step 4. In the event that the club were to finish the 2021/2022 season in a promotion or playoff position they would need to achieve Grade D by 31st March 2022. A capacity calculation will be required to be sent to The Southern League. Please feel free to contact the inspection team if you need to discuss any of the above or require advice whilst carrying out the work. The Inspection Team would like to thank the club for their hospitality on the day of the visit.

ADVISORY

A full Health and Safety audit of the ground is recommended to be periodically carried out by a competent person/authority. The club should have in place a known and practiced emergency and evacuation plan. The club should be aware of their responsibilities under the Disability and Equality Act 2010.



COLNEY HEATH PARISH COUNCIL

Highfield Park Office
Highfield Park Visitor Centre
Hill End Lane
St Albans AL4 0RA

Village Office
83 High Street
Colney Heath
Hertfordshire AL4 0NS

Tel: 01727 825314 Email: clerk@colneyheathparishcouncil.gov.uk

Has the Club indicated the intention to remedy all of above deficiencies before 31st March 2022

Yes

Is the award of the grade recommended? No

Is a further inspection required? Yes

3. PREFERENTIAL USE OF LOWER PITCHES

The Colney Heath Football Club will take responsibility for grass cutting, pitch marking, verti-draining, seeding and sand application as well as all responsibility for litter of the lower pitch area. With this in mind they are therefore requesting Council consider an offer of £500 per year for their preferential access. This sum would be added to the annual rent of the club pavilion.

This access is Saturday afternoons to 5pm July to May, Sunday morning and afternoon to 4pm September to May, and Monday to Thursday evenings when daylight allows.

4. HEADS OF TERMS

DRAFT HEADS OF TERMS FOR THE LEASE OF THE SPORTS PAVILION AND ENVIRONS AT COLNEY HEATH RECREATION GROUND

Document amended and showing comment from

1. Parties

Landlord – Colney Heath Parish Council (the Council)

Tenant – Colney Heath Football Club (the Club)

2. Parties intent

The Landlord and Tenant and wishes to agree a new long-term lease within the terms of the Landlord and Tenant Act in respect of the Sports Pavilion and its environs which will provide security of tenure.

The Council will need to demonstrate best value has been obtained in the Heads of Terms (section 123 of the Local Government Act 1972) and that the Club complies with the requirements of the Money Laundering Regulations 2007

These Heads of Terms are the key proposals to be included in the new lease subject to agreement and subsequently to the detailed formal documentation. These Heads of Terms create no contractual relationship whatsoever and are non-binding on the parties.



COLNEY HEATH PARISH COUNCIL

Highfield Park Office
Highfield Park Visitor Centre
Hill End Lane
St Albans AL4 0RA

Village Office
83 High Street
Colney Heath
Hertfordshire AL4 0NS

Tel: 01727 825314 Email: clerk@colneyheathparishcouncil.gov.uk

The Parties will bear their own legal expenses in agreeing the lease.

The Landlord agrees not to enter similar negotiations with any third parties whilst negotiations with the Tenant are ongoing and progressing, subject to requirements of statutory compliance.

The Tenant recognises that the Landlord will need to put in place the formal approval of the Parish Council to these Heads of Terms as evidenced through formal minutes before being able to enter a binding contract.

3. Proposed Lease Terms

(a) Term

The Landlord will grant a lease for a period of 25 years commencing on TBC 2021 in a similar form to the expiring lease dated 20th August 2009 subject to the following terms, variations and/or exceptions and any necessary legal changes to such a lease to comply statute.

(b) Rent and Payment Date

The annual rental will be based on a current Valuation Office Agency (VOA) and will be payable in advance, plus any VAT applicable, to be received no later than the fifth day of each month.

(c) Rent Review Date

The rent will be reviewed and assessed at a commercial market value in accordance with a Consumer Price Inflation and a new Valuation Office Agency (VOA) assessment at every fifth anniversary of the lease commencement date.

(d) Rates and Taxes

The Tenant will be responsible for all present and future business rates, taxes and impositions payable in respect of the Property and its use.

(e) Permitted Use

The permitted uses of the Property by the Tenant are set out with each part of the property or third parties in accordance with the relevant terms below.

(f) Property

The Property is the land edged in red comprises a number of parts for clarity these are:

The Sports Pavilion marked in red on the attached plan together with access rights across will be as sports and social Sports Pavilion for use by Colney Heath Football Club for sports, social and community events and private hire by bona fide members of the Tenant

The main pitch, associated seating, and the surrounding fencing on the attached plan.



COLNEY HEATH PARISH COUNCIL

Highfield Park Office
Highfield Park Visitor Centre
Hill End Lane
St Albans AL4 0RA

Village Office
83 High Street
Colney Heath
Hertfordshire AL4 0NS

Tel: 01727 825314 Email: clerk@colneyheathparishcouncil.gov.uk

For the avoidance of doubt the main fencing around the main adult pitch in front of the Pavilion will be maintained by the Tenant and its use will need to conform with any rights of way obligations required by the Landlord.

The Tenant will have no rights to make any material alterations in the Property without the Landlord's consent, such consent not to be unreasonably withheld or delayed.

The Tenant will retain responsibility for all paths, car parks, trees, built structures and benches within the Property.

The means of access to and/or egress from the site from neighbouring organisations or properties will be discussed and agreed between both Parties and shown on the Plan.

The Lease will not include the future use of the Air Raid Shelter on the site which is currently used for storing grounds maintenance equipment or the future use of the Toilet Block included within the demised area which will both be discussed between the Parties.

(g) Insurance

The Tenant will provide at their cost appropriate Public Liability insurance (£10m) insurance cover for all events and activities within the Sports Pavilion.

The Landlord will provide full repairing insurance against loss or damage of the Sports Pavilion, the immediate environs, and the main pitch.

The tenant will reimburse the premium when demanded

The tenant to note that as the Pavilion is wooden structure dry rot is not insured and have adequate plans to ensure dry rot does not occur

Both parties will provide evidence of such cover to each other when requested.

(h) Sub-Letting

Other than to Football Club members only or from a football aspect through Events income from local football associations, schools or clubs who approach the Club to hold Cup finals or matches with Clubs at current level 5 or above and community events. both to be charged on a "covering of costs" only basis, the Tenant will not be allowed to assign or sub-let the whole or any part of the Sports Pavilion premises to other outside organisations without the permission of the Landlord.

The Tenant will pay to the Landlord 50% of the gross income from any approved third-party lettings of the Sports Pavilion or the main pitch.

(i) Utilities and Running Costs

The Tenant will meet all the costs in connection with the supply and removal of electricity, gas,



COLNEY HEATH PARISH COUNCIL

Highfield Park Office
Highfield Park Visitor Centre
Hill End Lane
St Albans AL4 0RA

Village Office
83 High Street
Colney Heath
Hertfordshire AL4 0NS

Tel: 01727 825314 Email: clerk@colneyheathparishcouncil.gov.uk

water, sewage, telecommunications, data and other services and utilities to and from the Property.

The Tenant will be responsible for the cleaning, telecommunications, data services, alarm systems and general maintenance/repair of the internal areas and social facilities, changing rooms, toilets, kitchen within the Property and outside areas adjacent to the Sports Pavilion.

(j) Signs

The Tenant will not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside without the consent of the Landlord, but such consent will not be unreasonably withheld or delayed.

In this clause, the term "Signs" will include signs, fascia, placards, boards, posters and advertisements.

(k) Repairs and Maintenance

The Tenant will be responsible for keeping the Property clean, tidy in good repair and condition and well maintained at all times and as such be responsible for any necessary repairs required to the Property or as may be agreed by the Landlord.

(l) Decoration

The Tenant will be responsible for the decoration and maintenance of both inside and outside the Sports Pavilion and environs and decorate the inside as is reasonably necessary and outside at least once every five years and the last year of the lease.

(m) Ancillary Rights

All ancillary rights and access rights for example on foot or by vehicle to the site to be as previously defined in the previous lease and for the purpose stated.

(n) Football Pitches

The lease will only cover the management and use of the Sports Pavilion and the immediate environment.

NOTE the VOA rent assessment is on an FRI Basis
i.e the tenant maintains the pitch(es)

However, it is agreed that the Tenant will have primary use the main pitch for matches and training during the season and the other pitches on the site are designated as recreational pitches and the public may use them at any time. The Tenant is generally responsible for the main pitch maintenance and annual restoration work at the end of the season and no work will be carried out by the Landlord other than some 'random' grass cuts when required. As the Tenant will have effectively virtually exclusive use of the main pitch, they will pay rent for their use which will be reflected in the annual rental and in line with the VOA guidelines.



COLNEY HEATH PARISH COUNCIL

Highfield Park Office
Highfield Park Visitor Centre
Hill End Lane
St Albans AL4 0RA

Village Office
83 High Street
Colney Heath
Hertfordshire AL4 0NS

Tel: 01727 825314 Email: clerk@colneyheathparishcouncil.gov.uk

(o) Grassed areas and Boundary Hedges

The Tenant will maintain all the grassed areas within the Property to a satisfactory level and the Landlord will maintain all the boundary hedges of the Recreation Ground to an agreed standard.

(p) Use of Floodlights

The floodlights provided by the Landlord on the site are only to be used for the Football Club matches which on Saturday afternoons and occasional midweek evenings and they will be switched off as soon as the match ends.

(q) Access to Site and Car Parking

The Tenant will allow full and unrestricted public access to the environs of the Sports Pavilion on a permanent basis except where the Tenant's organised matches or practice sessions are taking place, there is hazardous maintenance being undertaken or the Landlord has had to take temporary occupation.

The Colney Heath Recreation Ground is a designated public open space

The main pitch, will be available for full public access not less than two full Calendar days per annum on dates to be mutually agree.

For the avoidance of doubt at all other times will be the responsibility of the tenant

(r) Litter picking

The Landlord and Tenant will be responsible for litter picking on the site included within the boundary of the lease and the lower pitches, not exclusively the responsibility of the Tenant, and the necessary shared arrangements will be agreed between the Parties for emptying the waste bins which will be provided and maintained by the Landlord.

(s) CCTV

The Tenant will ensure that their CCTV system and equipment on site which is provided primarily for the use and the benefit of the tenant and the protection of the Sports Pavilion and staff, will have all necessary signage displayed and be GDPR compliant.

(t) Money Laundering

The Tenant will comply with the Money Laundering Regulations in granting a new lease.

(u) Licences

The Tenant will obtain and maintain all necessary licences to sell alcohol and music broadcasting, to show live satellite TV on multiple screens and will show evidence that such licences are current when required by the Landlord.



COLNEY HEATH PARISH COUNCIL

Highfield Park Office
Highfield Park Visitor Centre
Hill End Lane
St Albans AL4 0RA

Village Office
83 High Street
Colney Heath
Hertfordshire AL4 0NS

Tel: 01727 825314 Email: clerk@colneyheathparishcouncil.gov.uk

(v) Accounts

The Tenant will provide the Landlord with copies of their annual accounts which will need to show that the entity taking the lease is solvent and trading legally.

(w) Legal Checks

The Landlord will meet all statutory obligations to perform certain checks on the Tenant in buildings and on Parish owned land which will include checking that the Tenant is making all necessary staff PAYE and VAT is being paid in accordance with law and requiring the Tenant to submit evidence to prove that this is the case subject in all matters to meeting the GDPR obligations.

(x) Break Clause

An appropriate break clause will be included which could be exercised by the Landlord by giving 12 months' notice - post exercising the break clause the Landlord will, if practical, issue a short-term licence(s) to allow the Tenant to continue to use the Sports Pavilion pending demolition.

(y) Future Relationships

The Tenant will provide an annual report to the Landlord of the maintenance undertaken which can be checked against the agreed maintenance specification and schedule including a minimum of twice yearly, meetings between representative of both Parties to monitor the compliance with the lease and address relevant matters, concerns or site site issues as required by either of the Parties.

In the event of dispute about maintenance or any other matter there will be notification and cure processes and in extremis if not remedied, then the Landlord will have the right to terminate the lease.

The Landlord and the Tenant will discuss Colney Heath Football Club's future development strategy and business plan periodically and, in particular, should the Football Club achieve promotion from their current League to ensure their continued existence and use of the Sports Pavilion remains sustainable with sound financial control.

4. Next Steps

The Parties will develop these Heads of Terms and will in due course formally sign them when they have approval within their own organisations. Once the Heads of Terms are signed then the Parish Council will engage lawyers who will develop the detailed lease documentation for agreement by both parties.

A licence to be issued for preferential use of the lower pitches if agreed by Council.



COLNEY HEATH PARISH COUNCIL

Highfield Park Office
Highfield Park Visitor Centre
Hill End Lane
St Albans AL4 0RA

Village Office
83 High Street
Colney Heath
Hertfordshire AL4 0NS

Tel: 01727 825314 Email: clerk@colneyheathparishcouncil.gov.uk

5. COUNCIL DECISION

A resolution is required on the following:

1. To note the ground grading inspection and resolve any queries or issues raised
2. To review the offer with regards preferential treatment for lower pitch use
3. To delegate to the Clerk to use the agreed draft Heads of Terms to prepare the lease document for engrossing.
4. The Clerk will take further instructions at Council