

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
EDUCATION SKILLS and CULTURE CABINET BOARD

24th October 2019

**JOINT REPORT OF HEAD OF TRANSFORMATION AND
HEAD OF PROPERTY AND REGENERATION**

MATTER FOR: DECISION.

WARDS AFFECTED: MARGAM

**PROPOSED LEASE AND SERVICE LEVEL AGREEMENT OF THE
TURBINE HOUSE AT MARGAM COUNTRY PARK TO THE FRIENDS
OF MARGAM COUNTRY PARK.**

1. Purpose of the Report

To seek Members in principle authorisation to grant the Friends of Margam Country Park a 25 year internal repairing lease and service level agreement of the recently renovated Turbine House within Margam Country Park on terms to be agreed by the Head of Property and Regeneration.

2. Executive Summary

To approve in principle the grant of a 25 year internal repairing lease and service level agreement to the Friends of Margam Country Park of the Turbine House within Margam Country Park, on the terms to be agreed by the Head of Property and Regeneration.

3. Background

- 3.1.** The Turbine House as approximately shown edged in Black on the attached copy plan is situated adjacent to the entrance to Margam Country Park and has recently been refurbished with the assistance of funding via a Heritage Lottery Grant to include refurbishment of the water turbine and hydroelectric system to generate renewable electricity reducing Margam Parks dependency of imported grid electricity for the Orangery,

Toilet Block and Turbine House achieving energy cost, carbon emission savings.

The Water Turbine scheme will hopefully become an integral part of the visitor experience from a renewable and heritage perspective as well as increasing awareness of renewable energy locally.

However the Water Turbine only occupies a small part of the Turbine House as approximately shown hatched Black on the attached plan.

The Friends of Margam Park have expressed an interest in entering into a lease and service level agreement of the remainder of Turbine House, to provide and operate a visitor reception centre providing a welcome for park visitors, including the provision of orientation, event information, park activities and other information about the park.

The proposal is that the service is provided daily throughout the year during the opening hours of the Park. The centre will include interpretation (to include the turbine itself) as well as rotating exhibitions. The Friends will record statistical data regarding visitor numbers and periodically carry out visitor surveys.

The Friends will also use the Turbine House as its base and for limited storage of historical archive material.

The proposal provides obvious benefit to Margam Country Park and its overall visitor experience and therefore the proposal is that the Friends be granted a 25 year internal repairing lease and service level agreement at a nominal rent of £1.00 without a service charge.

The lease and service level agreement will be terminable by either party on 3 months notice in writing and the lease will be excluded from the security of tenure provisions of the Landlord and Tenant Act legislation.

The Head of Property and Regeneration is satisfied that the financial benefit to the Council of the Friends of Margam Park

providing the voluntary service substantially outweighs the rental value of the premises.

This will mean that going forward Margam Country Park will be responsible for all external repair and maintenance and payment of all electricity water and building insurance costs associated with the proposed use.

Margam Country Park will retain control and responsibility for the water turbine.

4. Financial Impact

The lease and service level agreement will be at a nominal rent of £1.00 with Margam Country Park responsible for all external repair and maintenance and payment of all electricity water and building insurance costs associated with the proposed use.

5. Equality Impact Assessment

A first stage impact assessment has been undertaken to assist the Council in discharging its legislative duties (under the Equality Act 2010, the Welsh Language Standards (No.1) Regulations 2015, the Well-being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016.

The first stage assessment has indicated that a more in-depth assessment is not required.

6. Workforce Impacts

No implications.

7. Valleys Communities Impacts:

No implications

8. Legal Impacts

No implications. The Head of Property and Regeneration has confirmed that the proposed lease is not at an under-value because the tenant will be providing a service and benefit free of charge to the Park by way of the Service Level Agreement.

9. Risk Management

There are no risk management issues associated with this report.

10. Consultation

There is no requirement under the constitution for external consultation on this item.

The local Ward Councillor is supportive of the proposal.

11. Recommendation

To seek Members authorisation the in principle granting of the aforementioned lease and service level agreement on terms to be agreed by the Head of Property and Regeneration.

12. Reasons for Proposed Decision.

The proposed lease and service level agreement will facilitate the proposed use and a Visitors Reception Centre.

13. Implementation of Decision:

The decision is proposed for implementation after the three day call in period'

14. Appendices

Attached copy plan 1

15. List of Background Papers

None

16. Officer Contact

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