EXECUTIVE SUMMARY:

This report considers property proposals for the premises known as 77a Pleasant Place, Hersham, (delineated red on the attached plan (RED LINE TO BE AGREED WITH FARMER A MEETING ON SITE IS REQUIRED) which is currently vacant. The report will consider aspects relating to the subject property, and propose a recommendation that the Council agrees to grant a 20 year lease to Weybridge Beekeepers, a division of the Surrey Beekeepers Association, which is a registered charity, who wish to create from the existing bungalow and surrounding land a fit-for-purpose facility which will include the following aspects:-

1. Bee Education Display: for schools and groups to visit, a D1 use in planning terms;
2. Observation Hives: where bees can be viewed safely from behind a protective glass;
3. Teaching Apiary: where courses can be run and groups taken around bee hives;
4. Teaching Hall: where lectures and meetings can take place;
5. Extraction Room: for members’ use and where the skills of how to extract honey can be taught;
6. Workshop: where aspects around making hives can be tutored;
7. Wild flower meadow:
8. Stock room for equipment sales to members.

RECOMMENDATION:

THAT A 20-YEAR LEASE OF 77A PLEASANT PLACE, HERSHAM (AS SHOWN EDGED RED ON THE PLAN ATTACHED TO THE REPORT) BE GRANTED TO WEYBRIDGE BEEKEEPERS ON THE TERMS AND FOR THE PURPOSES SET OUT IN THE REPORT.
REPORT:

Weybridge Beekeepers have played an important role in the local community for circa 30 years. Weybridge Beekeepers Association has a strong membership which was continually growing until recently and has a long history of supporting bees in Hersham and the surrounding community with regular school visits along with being actively involved in helping Burhill Primary School keep bees for the last 25 years.

1. The intention is to provide an established “base” and home for the beekeepers, ensuring the association has room to grow as membership numbers increase year on year. In addition, the proposed facility is intended to be used as an educational centre. A key objective will be teaching the new generation about the importance of preserving a species whose numbers are in decline.

2. The intention is to grant a 20-year lease to the Weybridge Beekeepers at 77a Pleasant Place. This Lease will allow for alterations to the premises, permitting the Weybridge Beekeepers to develop the site in accordance with planning permission. Rent for the first 5 years will be £100. After year 5, the rent on the property will be reviewed in line with market value rents for similar properties used for D1 purposes, as set out below.

<table>
<thead>
<tr>
<th>1. Address</th>
<th>77a Pleasant Place, Hersham, Walton-on-Thames, KT12 4HU</th>
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<tbody>
<tr>
<td>2. Premises</td>
<td>Land and building shown edged red for identification purposes in the attached plan, together with a pedestrian and vehicular right of way over the areas shaded blue and green. <strong>Appendix A YET TO BE PROVIDED</strong></td>
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<tr>
<td>3. Landlord</td>
<td>Elmbridge Borough Council</td>
</tr>
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<td>4. Landlord’s Solicitor</td>
<td>To be confirmed</td>
</tr>
<tr>
<td>5. Tenant</td>
<td>Surrey Beekeepers Association (Weybridge Division), registered Charity Number. 1026386</td>
</tr>
<tr>
<td>6. Tenant’s Solicitor</td>
<td>To be confirmed</td>
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</tbody>
</table>
| 7. Agreement for Lease | The Landlord and Tenant will enter into an Agreement for lease which will be outside the provisions of the 1954 Act and will be subject to:-

(i) The proposed Tenant obtaining full planning permission and providing all associated documents related to the permission including any Design and Access Statement

(ii) The Landlord agreeing the tenant’s Specification of Works for alterations to the
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<tr>
<td><strong>8. Use</strong></td>
<td>D1 Use subject to planning permission</td>
</tr>
<tr>
<td><strong>9. Initial Rent</strong></td>
<td>£100 per annum exclusive in return for the tenant taking the Premises on in its current condition. Rent will then be payable annually in advance.</td>
</tr>
<tr>
<td><strong>10. Rent Review</strong></td>
<td>Five yearly to market value based on the current condition with a photographic schedule of condition. New rent not to be less than that passing</td>
</tr>
<tr>
<td><strong>11. Alienation</strong></td>
<td>(i) Assignment of the whole of the Premises permitted for D1 use (subject to planning clarification/permission) is strictly prohibited. Subject to Landlords prior written consent (not to be unreasonably withheld). (ii) The beekeepers will be able to hire to other proper charitable and community organisations under the lease permitted, but not to exceed 10 individual occasions each year and subject to the Landlord’s reasonable discretion.</td>
</tr>
<tr>
<td><strong>12. Alterations</strong></td>
<td>(i) Alterations required in connection with the Tenant’s normal and proper use of the Premises will be permitted, subject to the Landlord’s prior written consent (not to be unreasonably withheld) (ii) The Landlord will require to inspect and approve detailed plans and specifications prior to any alterations being undertaken and appropriate licence to alter will be put in place (iii) The Tenant’s alterations shall revert to the Landlord at the end of the term</td>
</tr>
<tr>
<td><strong>13. Repairs</strong></td>
<td>(i) The tenant will be required to keep the Premises in good repair and condition, subject to a Photographic Schedule of Condition to be undertaken following agreed practical completion of the works at the date at which the tenant occupies the building (ii) Landlord to upkeep, maintain and repair the common parts</td>
</tr>
</tbody>
</table>
| **14. Service Charge** | The tenant will contribute towards the Landlord’s reasonable costs incurred in the provision of repairs and }
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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| 15. Insurance | (i) Landlord to insure premises for reinstatement etc and premium to be paid by the tenant on a yearly basis. Content insurance along with the fit out is the liability of the tenants. A schedule of the fit out works will be attached to the lease for clarification.  
(ii) Tenant to indemnify Landlord against third party liabilities in the sum of not less than £5,000,000 in respect of any one incident  
(iii) Tenant to insure contents of the premises and fixtures and fittings (see (i) above) |
| 16. Rates and Utilities | Tenant to discharge all existing and future rates, taxes, assessments and outgoings payable in connection with their occupation and use of the Premises |
| 17. Break Clause | (i) Landlord development break clause subject to 12 months’ prior written notice  
(ii) Tenant break clause subject to minimum of 12 months’ prior written notice |
| 18. Professional Costs | Each party to bear their own costs in connection with this matter |
| 19. Other | - Tenant to provide 1nr. Bank reference  
- Tenant to provide annual accounts to Landlord  
- The above terms are provided on a without prejudice basis  
- The above terms are strictly subject to contract and corporate approval |

**Environmental/Sustainability Implications:**

None for the purposes of this report.

**Legal implications:**

The lease will be excluded from Section 24-28 of the Landlord and Tenant Act 1954  
The Legal Team will be instructed to prepare appropriate lease agreements.

**Risk Implications:**

As with all lettings, there are risks involved. For example, tenants may run into financial difficulties and be unable to pay rent or the costs involved with diligently and safely maintaining their premises. In such circumstances, the Council would have to
forfeit the lease and take possession, at a cost and potential loss.

**Community Safety Implications:**

None arising.

**Principal Consultees:**

Portfolio Holder for Resources - Councillor Chris Sadler  
Portfolio Holder for Culture and Leisure - Councillor Janet Turner  
Head of Leisure and Cultural Services

**Background papers:**

None.

Appendix A – Plan of premises

**Contact details:**

Alex Williams: Head of Asset Management and property Services  
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E: AWilliams@elmbridge.gov.uk