

**A Report from the Town Clerk to
An Extraordinary Meeting of Shaftesbury Town Council
to be held at 6.30 pm on Tuesday 21st April 2015
in the Council Chamber, Town Hall, Shaftesbury**

REQUEST FROM SHAFTESBURY FOOTBALL CLUB

1. PURPOSE OF REPORT

To consider a request from Shaftesbury Football Club in respect of funding to refurbish the Clubhouse.

2. RECOMMENDATIONS

That the Council considers the following options suggested by the Club:

- (a) extending the Club's lease over the Clubhouse to ten years, in order to facilitate a sole application to the Football Association, to be submitted by the Club;
- (b) in the event of (a) not being acceptable, agreeing to a joint application to the Football Association, to be submitted by the Club and the Council;
- (c) in the event of neither (a) or (b) being acceptable, granting or lending the Club the sum of £20,000.

3. BACKGROUND

- 3.1. In March, the Council and the Football Club signed a six-year lease over the Clubhouse.
- 3.2. Having acquired the building, the Club now wishes to refurbish it and has identified grant funds within the Football Association (FA). The FAs Football Stadia Improvement Fund (FSIF) requires applicants for building improvement work to have a lease of no less than ten years. In the event of a shorter lease, the FA looks for a joint application with the building's owner, which will benefit from the improvements to its property.
- 3.3. The Club has requested that the Council consider three options to support its wish to refurbish the building. An email from the Club, outlining its request, is attached at **Appendix A**.
- 3.4. This items has been added to the Agenda for this Extraordinary Meeting because the Club is in urgent need of the funds to allow for the Clubhouse to be brought into use at the earliest opportunity.

4. FINANCIAL IMPLICATIONS

- 4.1 Issuing a new lease for 10 years would result in some additional legal costs.
- 4.2 If the Council declined to grant a 10 year lease, but agreed to a joint application with the Club, the Council would be liable for 50% of any 'clawback' if the improved facilities so grant aided ceased to remain in the use outlined in the application within 10 years of an award by the FA. The FSIF Grant Acceptance form contains terms which indicate that the Council may be held liable for as much as 100% of any clawback (e.g. in the event of the Club becoming insolvent, or otherwise closing). This is being confirmed with the FA. The sum to be clawed back would diminish each year.

- 4.3 Irrespective of any clawback, the Council would benefit (as a landowner) from the improvements to its property.
- 4.4 The Council has not allocated funding in its Budget for external loans and does not have sufficient in its Grants budget lines to make a grant for £20,000, if it were so minded.

5. LEGAL IMPLICATIONS

As outlined in section 4.2 above, the Council would be liable for 'clawback' if the improved building ceased to remain in the use outlined in the application. Consequently, if the Club were to close, or move to another location, the Council would be liable for some clawback.

End.
Stephen Holley
Town Clerk

Town Clerk

From: Shaftesbury Football Club Ltd
Sent: 15 April 2015 14:24
To: Town Clerk
Subject: Shaftesbury FC

Dear Stephen

There is a grant of £20,000 available from the fa for us to apply for to refurbish the club house to which we are working with Louise from the task force to apply, the conditions are we need a 10 year lease, as you know we have a 6 year lease with a letter of good intention after the 6 years. Louise has contacted them for us and they have advised that we need to:

1. Have our lease extended to 10 years
- 2 or Do a joint application with the town council to be liable for a pay back from years 6-10.

If the council will not grant us either of these to be able to reopen we would need

3 The town council give us a grant for the £20000 or lend is the money as the building was in a very bad state of repair. Or the Coffen family will have to self finance which we know some members are opposed to.

Yours sincerely

Carol Coffen

