CABINET

Report subject	**AFC Bournemouth stadium expansion. Land Requirements and Disposal**
Meeting date	1 October 2025
Status	Public Report
Executive summary	AFC Bournemouth have approached BCP Council in relation to their plans to expand the Vitality Stadium. Whilst this requires planning permission, this report focuses on the opportunity for existing leases, management agreements/licences AFC Bournemouth has with the Council at Kings Park, to be regeared. This report recommends a preferred option to Cabinet, presents the alternatives, and requests authority to negotiate Heads of Terms for each section of land, which will be brought back to Cabinet and Council for decision.
Recommendations	**It is RECOMMENDED that Cabinet recommends that Council:** **a. Notes the confidential minutes and the recommendations of the Cross-Party Asset Disposal Working Group meeting held on the 13 July 2025.** **b. Approves the negotiation and agreement in principle of Heads of Terms for the leasehold disposal of the two parcels of land at Kings Park to AFC Bournemouth shown in Option C.** **c. Requires officers to return to Cabinet and Council with the proposed Heads of Terms for decision as soon as possible.**
Reason for recommendations	Obtaining approval to negotiate and agree in principle Heads of Terms for the leasehold disposal of land at Kings Park to AFC Bournemouth will ensure the Council receives best consideration and market value, which can then be considered by Cabinet and Council in line with BCP Council's constitution.

Portfolio Holder(s):	Councillor Mike Cox, Deputy Leader BCP Council and Portfolio Holder for Finance
Corporate Director	Aidan Dunn, Chief Executive
Report Authors	Gwilym Jones, Estates Manager Edward Alexander, Planning & Contract Manager Environment – Greenspace Chris Shephard, Head of Policy, Strategy & Partnerships
Wards	Boscombe East & Pokesdown; Boscombe West; East Cliff & Springbourne; Littledown & Iford; Queen's Park;
Classification	For Decision

Background

1. AFC Bournemouth (the Club) are a professional football club who compete in the top echelons of English Football, the Premier League, after gaining promotion at the end of the 2021-22 season.

2. The club stadium, the Vitality Stadium, is located at Dean Court in Kings Park, Boscombe, a suburb of the town of Bournemouth.

3. Vitality Stadium is one of the smallest stadiums in the Premier League with a capacity of 11,286 and parking for circa 200 domestic vehicles. There is an area of hardstanding used for fan coaches and media vehicles.

4. Kings Park was transferred to Local Authority ownership, for use as public open space, from two large landowner in the early 20th century. It is one of the largest green spaces within Bournemouth and in addition to the football stadium contains:

    - community football pitches
    - a cricket square
    - outdoor bowling green and pavilion
    - play parks, athletics stadium
    - Leisure and Learning Centre
    - sports pavilion with café
    - plant nursery (currently closed)

5. The Club's core objective is to bring stadium and parking land under Club control to:

    - Cost effectively increase capacity
    - Improve facilities: spectators, players, concessions, club facilities, media, back of house, flexible use/space
    - Review general admission and hospitality provision
    - UEFA and Premier League compliance
    - Minimise disruption to operations and income
    - Manage car parking and travel plans

6. After a lengthy consultation period, where several alternative sites were considered, expanding Vitality Stadium was deemed the most practical and viable to achieve these objectives.

7. The Club will seek to achieve these objectives by

   - Demolishing the existing South Stand and building a new, larger stand
   - Infilling all four corners to create additional capacity
   - Renovating the East and West stands to provide improved player facilities and hospitality
   - Vertically and horizontally expanding the North and East Stands to increase capacity

8. It is planned to occur over three principal phases: Enabling Works, Phase 1 and Phase 2. Additional capacity is desired for the start of the 2026/2027 Premier League season (August 2026). However, the project will be phased over a broadly 2-to-3-year period to minimise disruption to football matches during the football seasons. The project programme has been specifically constructed to avoid playing any home games at an alternative venue while construction is underway.

9. The project area comprises the Vitality Stadium, adjacent surface level car parking and the former training pitches. Denoted by the red line in photo 1 below.

Figure 1: Project area plan

Photo 1: project area

10. The Club have commissioned Savills as their planning consultants, and in May of this year, entered into a pre-planning performance agreement with the Local Planning Authority. Their aspiration is to submit a full planning application in October. If granted, this would give permission to expand the current stadium as outlined in 8.

11. To facilitate the expansion of the stadium, the Club approached Bournemouth, Christchurch and Poole Council (BCP) to discuss the existing agreements and opportunity of regearing these to obtain additional land.

12. Whilst the transfer is being discussed the BCP service units who manage the site have noted the following requirements of any deal:

- The return of the training pitches to public use along with public access to the 3G pitches.
- No additional car parking within Kings Park unless it is accommodated within the existing parking footprint.

Current Arrangement

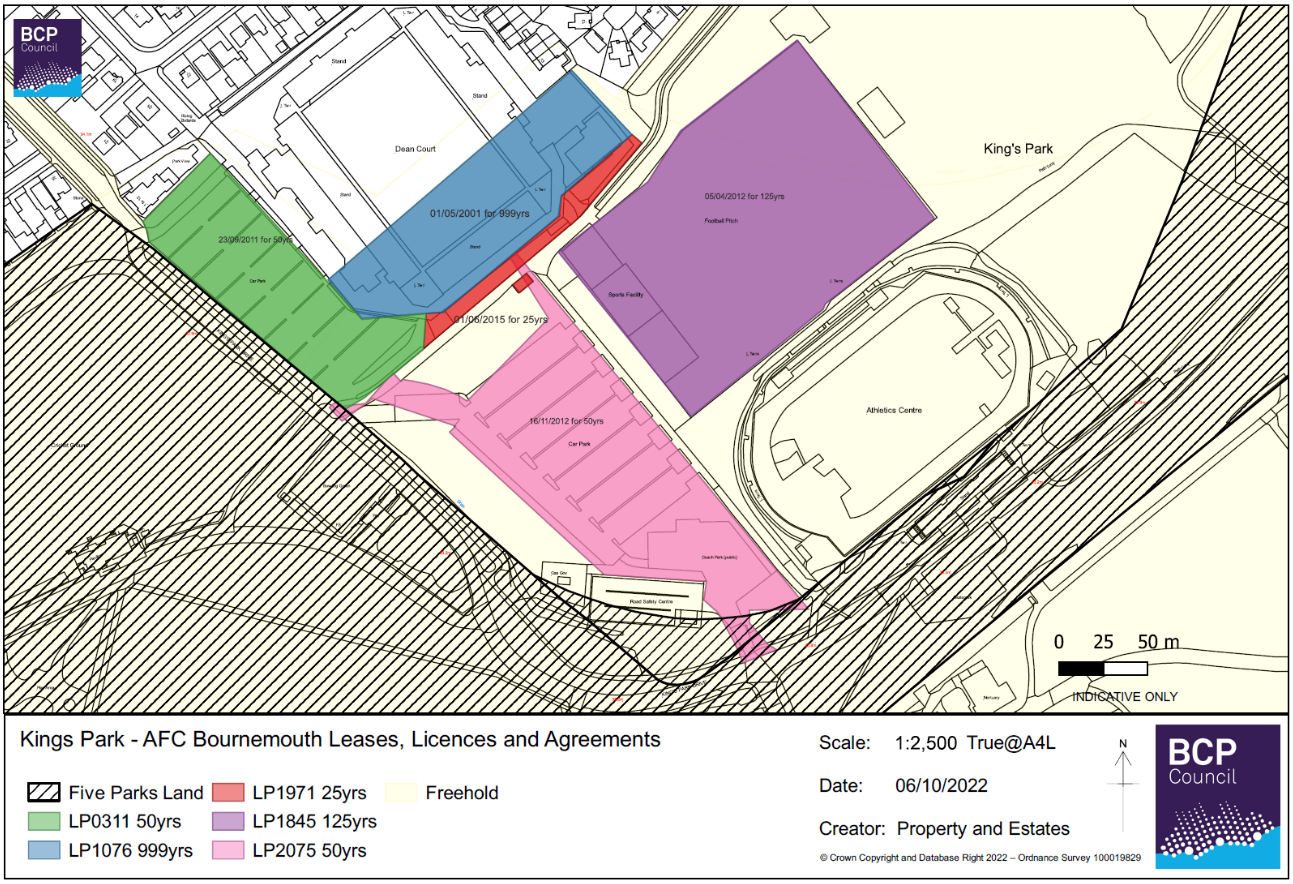
13. Summary Plan 1 below illustrates the current situation re BCP land leased/licensed to the Club.

14. Land leased in by the Club from BCP is shaded **blue** and **red**.

15. Long-term management agreement/license to the Club from BCP allowing use of the car park, shaded **green** and **pink**. The Club currently have rights over the 5 Parks land (where black shading crosses pink below).

16. Additional land conveyed to the Club for use as training pitches and high-level public use shaded **purple**. It was later agreed that for an additional fee the Club, could have exclusive use of these pitches subject to conditions.

Summary Plan 1: current leases and licences



17. The current configuration of the two leases is a legacy from when the stadium was positioned 90 degrees to its initial location. It dates from when the Club was competing in the lower leagues, with lower stadium criteria required.

18. Under BCP's constitution authority to dispose of an asset is linked to its value.

19. Value is linked to the Local Government Act 1972 s.123 requirement to obtain "best consideration".

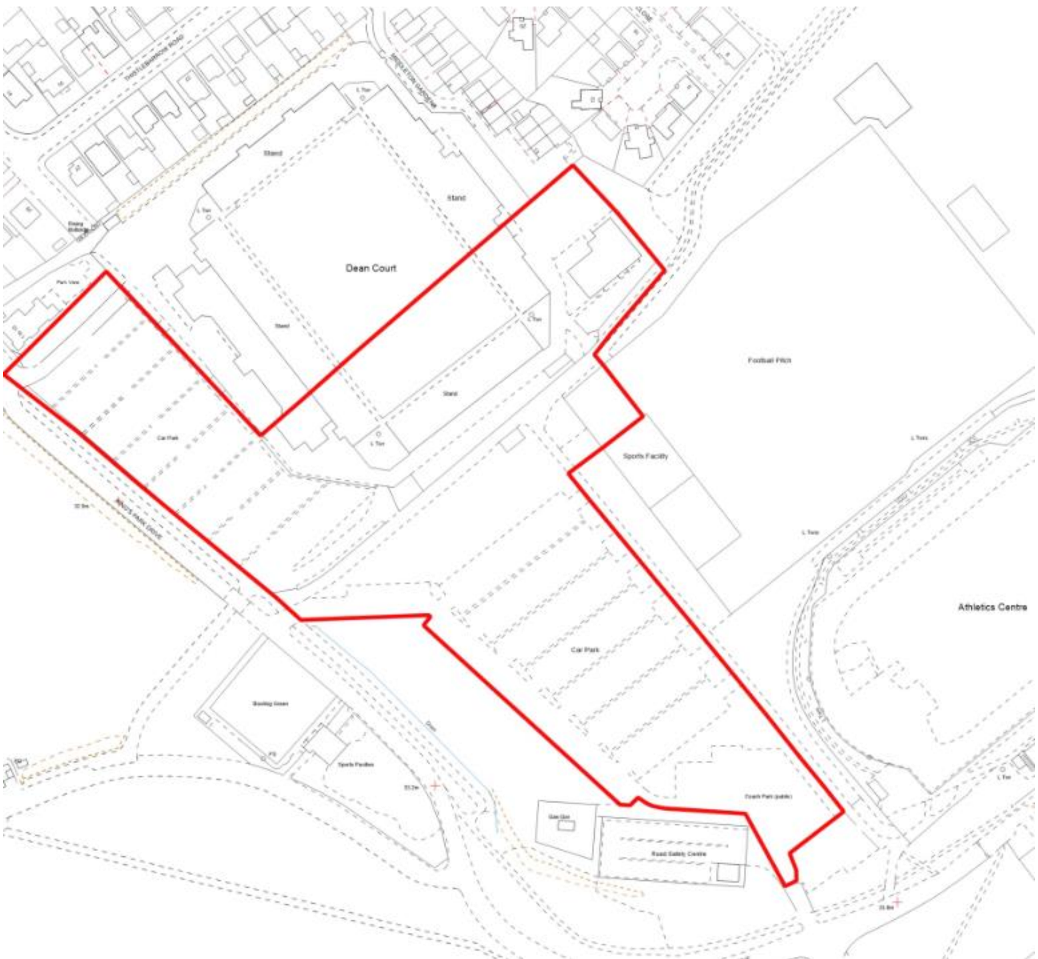
20. In this instance value is driven by the market value/market rent of the land being disposed of and an independent opinion of value has been sought in the form of an RICS compliant valuation report. This was achieved using BCP Council's valuation framework to appoint a specialist in stadium valuations from the firm Lambert Smith Hampton.

21. Given that the Club required the land, they have paid the associated fee. This has no bearing on the outcome of the report nor negotiations.

Options

A. Freehold Sale of BCPs interest to the Club

22. Demise plan 1 shows the extent of BCPs Freehold Interest.



Demise Plan 1. Not to scale, illustration only

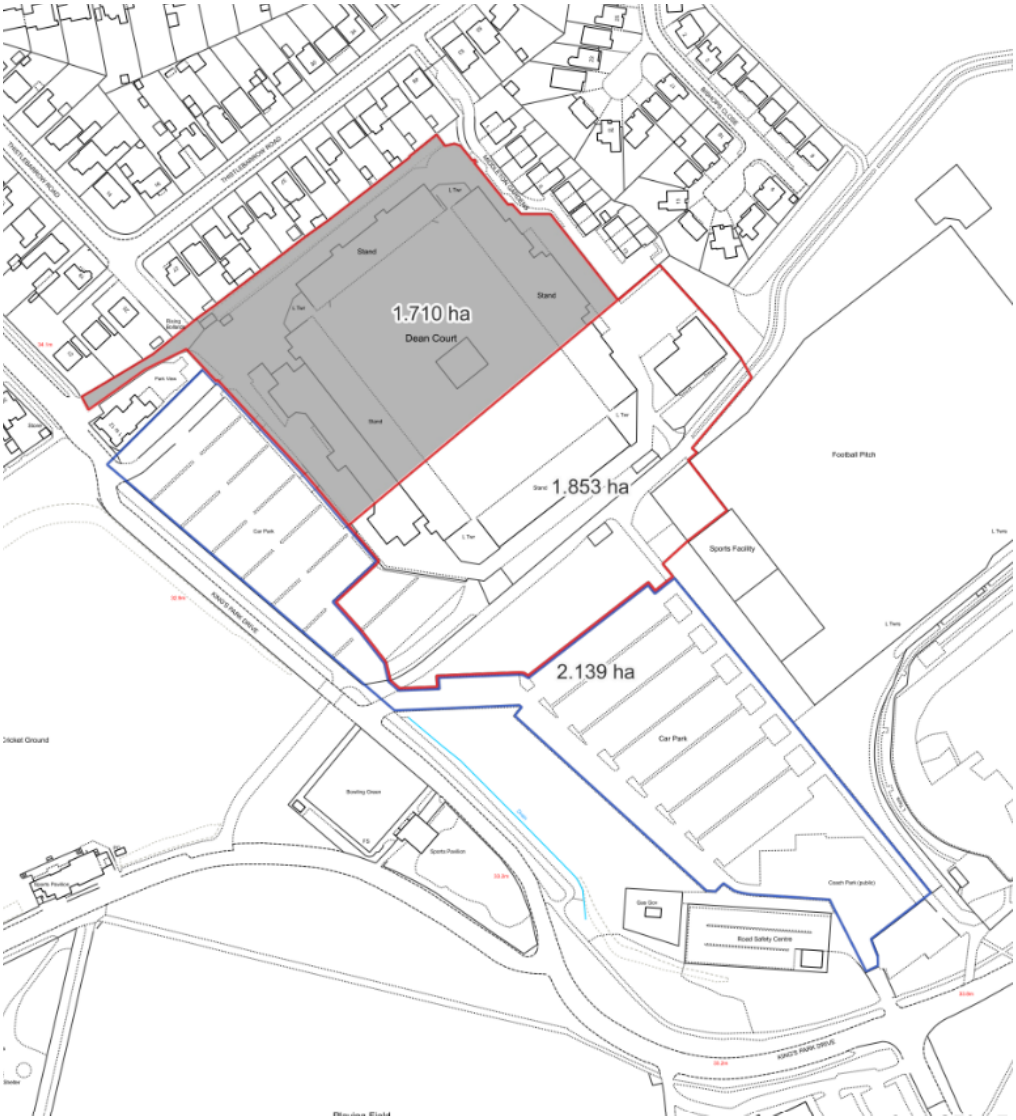
23. The following table (1) shows the Strengths, Weaknesses, Opportunities and Threats of Option A.

Table 1: SWOT Analysis Option A

Strengths	**Capital receipt for the freehold land.** **Best consideration to include an uplift in value to reflect club as special purchaser i.e. higher value than the site is currently worth (with leases in place).** **The Club would take on outgoings for example (not limited to) maintenance, repairs, utilities and Non-Domestic Rates.** **The Club would manage matchday parking allowing the authority to redirect resourcing to surround, residential areas and other BCP Council car parks.** **Increased capacity will have a benefit to the BCP economy.**
Weaknesses	Loss of control. Loss of direct use for events. Impact other users of the park (Athletics Stadium, BCP Leisure and Learning Centre, Amateur Football, Park Run etc).
Opportunities	Overage clause to claw back future value on the freehold element (if club leave and sell the land for development). Sale can be customized to meet BCPs requirements e.g. retained rights to use for events, emergency mortuary (lorry park), relocation of the cycle path.
Threats	Encroachment into a large part of the public park with significant impact on other users. Stopping up/re-routing of a well-used cycle way/footpath. Intensification of vehicular use (parking, trade vehicles etc) in a residential suburb and green space. Market Volatility and funding. The Club is currently able to invest in the Stadium and re gear their land ownership/occupation, but things can change. Timeframe Club are working to is very tight. The Club is currently in the Premier League but there is no guarantee they will stay there. Could end up with an unviable Stadium if performance drops and the Club moves down a league/leagues. Relocation. Conversely to performance dropping if the Club performs well and the expanded Stadium is not large enough, they could look to relocate. Relocation could result in attempts to sell on land resulting in development splitting this important public park. Customisation of the sales re BCP needs can impact value and time as they will need negotiating with the cub.

B. Freehold sale of BCPs interest in the land required for the new stadium, and a long lease of the car park and lorry park

24. Demise Plan 2 shows the land required for the new stadium outlined in **red**, and parking, outlined in **blue**.



Demise Plan 2. Not to scale, illustration only

25. The Club own the freehold of the area shaded **grey**. BCPs freehold Interest within the **red** outline has no shading.

26. The following table (2) shows the Strengths, Weaknesses, Opportunities and Threats of Option B.

Table 2: SWOT Analysis Option B

Strengths	**Retained ownership of the car park land.** **Capital receipt for the freehold land.** **Steady income stream for car park service unit through annual rent** **Increased capacity will have a benefit to the BCP economy.**
Weaknesses	Loss of control. Loss of direct use for events. Impact other users of the park (Athletics Stadium, BCP Leisure and Learning Centre, Amateur Football, Park Run etc). Market Value for the leased land lower than if vacant. Lease will require managing. This in turn can lead to disputes (and legal costs) if breaches need remedying.
Opportunities	Overage clause to claw back future value on the freehold element (if

	club leave and sell the land for development). Lease can be customized to meet BCPs requirements e.g. retained rights to use for events, emergency mortuary (lorry park) Retained ownership of the leased land whilst generating income via rent. Rent would be linked to review mechanisms. This would then enable BCP to benefit from the Clubs intensification of use through a larger stadium and more (non-football) events. The Club would take on outgoings for example (not limited to) maintenance, repairs, utilities and Non-Domestic Rates. The Club would manage matchday parking allowing the authority to redirect resourcing to surround, residential areas and other BCP Council car parks.
Threats	Encroachment into a large part of the public park with significant impact on other users Stopping up/re-routing of a well-used cycle way/footpath. Intensification of vehicular use (parking, trade vehicles etc) in a residential suburb and green space. Market Volatility and funding. The Club is currently able to invest in the Stadium and re gear their land ownership/occupation, but things can change. Timeframe Club are working to is very tight. The Club is currently in the Premier League but there is no guarantee they will stay there. Could end up with an unviable Stadium if performance drops and the Club moves down a league/leagues. Relocation. Conversely to performance dropping if the Club performs well and the expanded Stadium is not large enough, they could look to relocate. Relocation could result in attempts to sell on land resulting in development splitting this important public park. Customisation of the sales re BCP needs can impact value and time as they will need negotiating with the cub.

C. Surrender existing leases and grant a lease for stadium land and a separate lease for the car park land - RECOMMENDED OPTION.

27. Demise Plan 3 shows the existing lease area shaded **green**, additional land required within the area shaded **blue.**

28. Surrender the existing leases and grant a single lease to cover the **green** and **blue** areas.

29. Proposed land Lease Terms: Market Rent with a permitted use centred around provision of a football stadium and consenting to the new stadium works. Upward only Open Market Review at agreed intervals.

30. Market Rent for the stadium would be for the land only i.e. a ground rent.

31. Surrender the existing management agreement for the car park and grant a lease of the area outlined in **blue**.

32. Proposed Lease Terms for the car park include Open Market Review with permitted use centred on car parking linked to the stadium. Retained Rights for BCP to use the land.

Demise Plan 3. Not to scale, illustration only

33. The following table (3) shows the Strengths, Weaknesses, Opportunities and Threats of Option C

Table 3: SWOT Analysis Option C

Strengths	**Quickest solution to meet AFCB's desired timeline.** **Retained land ownership.** **Loss of control on a small portion of additional and given the AFCB's existing lease.** **Increased capacity will have a benefit to the BCP economy.**
Weaknesses	Loss of control of additional area only. AFCB already have long leases on the "green" space. Loss of direct use for events. Impact other users of the park (Athletics Stadium, BCP Leisure and Learning Centre, Amateur Football, Park Run etc). Market Value for the leased land lower than if vacant. Lease will require managing. This in turn can lead to disputes (and legal costs) if breaches need remedying.
Opportunities	Lease can be customized to meet BCPs requirements e.g. retained rights to use for events, emergency mortuary (lorry park) Steady income stream for car park service unit through annual rent Retained ownership of the leased land whilst generating income via rent. Rent would be linked to review mechanisms. This would then enable BCP to benefit from the AFCB's intensification of use through a larger stadium and more (non-football) events.

	The Club would take on outgoings for example (not limited to) maintenance, repairs, utilities and Non-Domestic Rates. The Club would manage matchday parking allowing the authority to redirect resourcing to surround, residential areas and other BCP Council car parks.
Threats	Encroachment into the Public Open Space. Stopping up/re-routing of a well-used cycle way/footpath. Intensification of vehicular use (parking, trade vehicles etc) in a residential suburb and green space. Market Volatility and funding. The Club is currently able to invest in the Stadium and re gear their land ownership/occupation, but things can change. Timeframe Club are working to are very tight The Club is currently in the Premier League but there is no guarantee they will stay there. Could end up with an unviable Stadium if performance drops and the Club moves down a league/leagues. Relocation. Conversely to performance dropping if the Club performs well and the expanded Stadium is not large enough, they could look to relocate. Customisation of the sales re BCP needs can impact Value and time as they will need negotiating with the cub.

D. Work within the confines of the existing leases and car park license, lease the club the extra land required.

34. Consent could be granted by BCP for works on the stadium under the existing lease via deed of variation. However, the demise of the two existing leases does not cover the proposed stadium footprint so a third lease would be needed.

35. Lease the Club the additional land required, shaded **blue** in Demise Plan 4.

36. Proposed land Lease Terms. Market Rent with a permitted use centred around provision of a football stadium and consenting to the new stadium works. Upward only Open Market Review at agreed intervals.

37. Lease the car parking land on terms noted in C.

Demise Plan 4. Not to scale, illustration only

38. The following table (4) shows the Strengths, Weaknesses, Opportunities and Threats of Option D

Table 4: SWOT Analysis Option D

Strengths	**Speed. Quicker to grant a single lease than actioning a surrender and re grant.** **Car park remains under a management agreement, control lies with BCP.** **Keep a “hard” border with the Public Open Space.**
Weaknesses	Current rental income not market value, set some time ago and index, linked to RPI. Multiple leases and licenses to manage, not efficient. Each one will need looking at in relation to the works, increasing the time taken to grant consent to the Club (and associated costs). Impact other users of the park (Athletics Stadium, BCP Leisure and Learning Centre, Amateur Football, Park Run etc).
Opportunities	New lease can be customized to meet BCPs requirements.
Threats	Encroachment into the Public Open Space. Stopping up/re-routing of a well-used cycle way/footpath. Intensification of vehicular use (parking, trade vehicles etc) in a residential suburb and green space. Market Volatility and funding. The Club is currently able to invest in the Stadium and re gear their land ownership/occupation, but things

	can change. Timeframe Club are working to is very tight. The Club is currently in the Premier League but there is no guarantee they will stay there. Could end up with an unviable Stadium if performance drops and the Club moves down a league/leagues. Relocation. Conversely to performance dropping if the Club performs well and the expanded Stadium is not large enough, they could look to relocate. Customisation of the sales re BCP needs can impact Value and time as they will need negotiating with the cub.

E. Sell the freehold interest to the club of their existing lease. Grant two leases, one for the additional land required and the other the car park

Demise Plan 5. Not to scale, illustration only

39. Sell the Club BCPs freehold interest in the land they currently lease, area shaded **green** on Demise plan 5.

40. Lease the Club the additional land required, shaded **blue** in Demise Plan 3.

41. Lease Terms, see Option D.

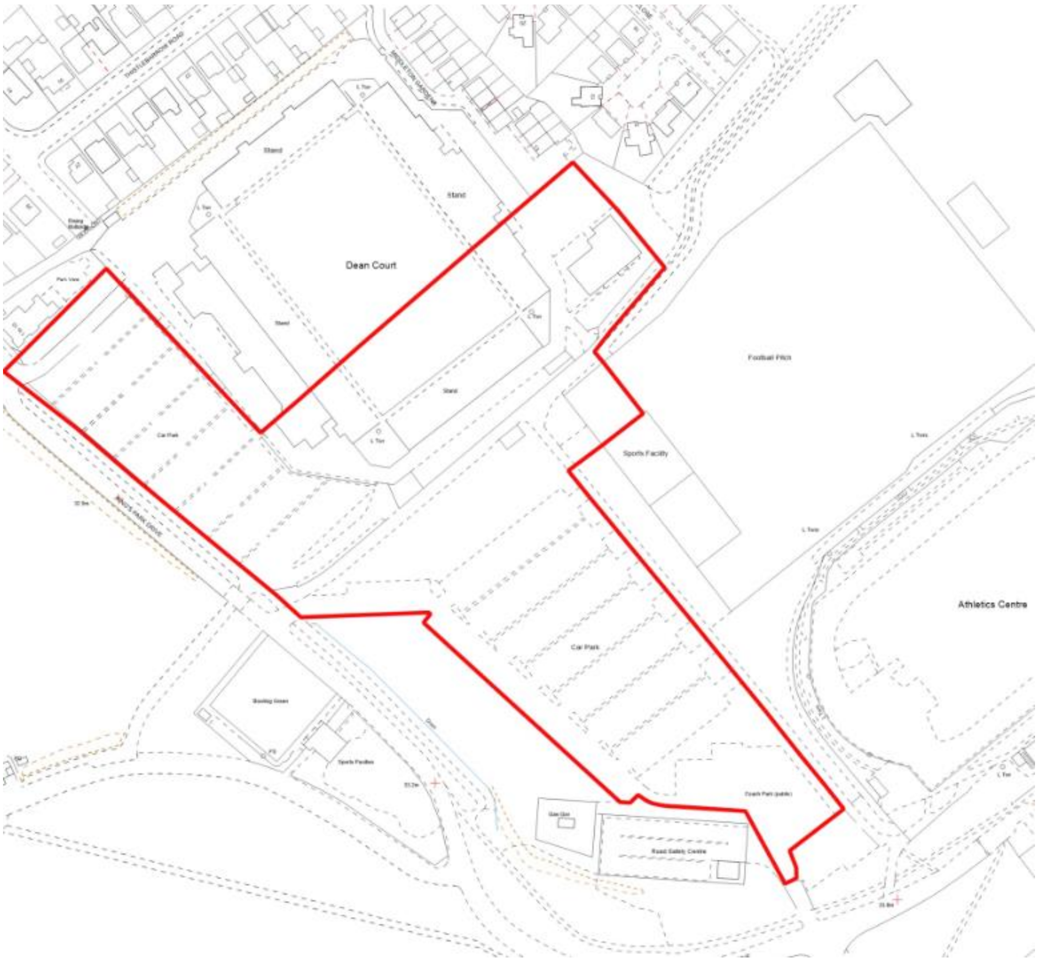
42. Lease the car parking land on terms noted in C, include retained rights for BCP Council.

43. The following table (5) shows the Strengths, Weaknesses, Opportunities and Threats of Option E

Table 5: SWOT Analysis Option E

Strengths	**Retained ownership of the car park land and extra land required.** **Capital receipt for the freehold land.** **Steady income stream for service units through annual rents.** **Increased capacity will have a benefit to the BCP economy.**
Weaknesses	Loss of control. Loss of direct use for events. Impact other users of the park (Athletics Stadium, BCP Leisure and Learning Centre, Amateur Football, Park Run etc). Market Value for the leased land lower than if vacant. Lease will require managing. This in turn can lead to disputes (and legal costs) if breaches need remedying.
Opportunities	Overage clause to claw back future value on the freehold element (if club leave and sell the land for development). Lease can be customized to meet BCPs requirements e.g. retained rights to use for events, emergency mortuary (lorry park). If the Club leaves Kings Park, the Council is not left with a ragged boundary into Kings Park as the lease land would require the leased land to be returned to public use (buildings removed). Retained ownership of the leased land whilst generating income via rent. Rent would be linked to review mechanisms. This would then enable BCP to benefit from the Clubs intensification of use through a larger stadium and more (non-football) events. The Club would take on outgoings for example (not limited to) maintenance, repairs, utilities and Non-Domestic Rates. The Club would manage matchday parking allowing the authority to redirect resourcing to surround, residential areas and other BCP Council car parks. .
Threats	Encroachment into the Public Open Space. Stopping up/re-routing of a well-used cycle way/footpath. Intensification of vehicular use (parking, trade vehicles etc) in a residential suburb and green space. Market Volatility and funding. The Club is currently able to invest in the Stadium and re gear their land ownership/occupation, but things can change. Timeframe Club are working to is very tight. The Club is currently in the Premier League but there is no guarantee they will stay there. Could end up with an unviable Stadium if performance drops and the Club moves down a league/leagues. Relocation. Conversely to performance dropping if the Club performs well and the expanded Stadium is not large enough, they could look to relocate. Customisation of the sales/lease re BCP needs can impact Value and time as they will need negotiating with the cub. Customisation of the sales re BCP needs can impact Value and time as they will need negotiating with the cub.

F. Sell the freehold interest to the club of land up to the existing cycle path then lease the rest.



Demise Plan 6. Not to scale, illustration only

44. Freehold sale of land shaded red on Demise Plan 6.

45. Lease the land on terms noted in C, including retained rights for BCP Council

46. The following table (6) shows the Strengths, Weaknesses, Opportunities and Threats of Option F

Table 6: SWOT Analysis Option F

Strengths	**Capital receipt for the land sold** **Steady income stream for car park service unit through annual rent** **Retained ownership of the leased land whilst generating income via rent.** **Increased capacity will have a benefit to the BCP economy.**
Weaknesses	Loss of control of the additional area only. AFCB already have long leases on the “green” space. Loss of direct use for events. Impact other users of the park (Athletics Stadium, BCP Leisure and Learning Centre, Amateur Football, Park Run etc). Market Value for the leased land lower than if vacant. Lease will require managing. This in turn can lead to disputes (and

	legal costs) if breaches need remedying.
Opportunities	Overage clause to claw back future value on the freehold element (if club leave and sell the land for development). Lease can be customized to meet BCPs requirements e.g. retained rights to use for events, emergency mortuary (lorry park) Lease rent linked to open market review mechanisms. This would then enable BCP to benefit from the Clubs intensification of use through a larger stadium and more (non-football) events. The Club would manage matchday parking allowing the authority to redirect resourcing to surround, residential areas and other BCP Council car parks. The Club would take on outgoings for example (not limited to) maintenance, repairs, utilities and Non-Domestic Rates.
Threats	Stopping up/re-routing of a well-used cycle way/footpath. Intensification of vehicular use (parking, trade vehicles etc) in a residential suburb and green space. Market Volatility and funding. The Club is currently able to invest in the Stadium and re gear their land ownership/occupation, but things can change. Timeframe Club are working to is very tight. The Club is currently in the Premier League but there is no guarantee they will stay there. Could end up with an unviable Stadium if performance drops and the Club moves down a league/leagues. Relocation. Conversely to performance dropping if the Club performs well and the expanded Stadium is not large enough, they could look to relocate. Customisation of the sales re BCP needs can impact Value and time as they will need negotiating with the cub.

BCP Considerations

47. Whilst sale of the whole has been considered, option A, it would be prudent to deal with the site in two parts, land for the stadium and land for the car park. Splitting the site offers an initial capital receipt and income stream and has the chance to retain control over site use (present and future).

48. Options C, D, E and F allow for continued Council control of land currently leased and that of any additional land. They also allow for a combination of capital receipt or continued rental income.

49. Existing Lease and Licence Agreements. The Club has the benefit of four long standing legal agreements which will need to be considered, and reflected, in the price agreed with the club if one of the options is pursued.

50. Marriage Value. This is the additional value created by the combination of two or more assets. In this instance the Club has the benefit of long leases which drives BCP Council's freehold value down. The Market Value with Vacant Possession would be much higher but to achieve this the club would need to surrender their leases or BCP buy them out.

51. Price agreed for freehold sales (if adopted) would reflect the value that will be "unlocked" by the marriage of the tenant with the freehold options A, B and E.

52. BCP would require retained rights in any disposal for the following:

- Use of the lorry park as currently shown in the local plan as an emergency mortuary under the current BCP/Dorset Mass Fatality Plan
- Parking for events
- Car park to be public car park when not in use for stadium events and football to ensure public use, for example athletics stadium events

53. Retained rights would impact value, and price agreed, as they limit the Club's usage however these will ensure a wide use for the BCP area.

54. Overage. It is possible, in a freehold sale, to agree for a share of any increase in value of the land generated by future development through an overage clause. Such a clause would be included in any freehold sale.

55. Encroachment into Kings Park/greenspace. If in the future the Club leave the site, and the land is sold, the sale of BCPs freehold demise of the stadium footprint would create a 'ragged' boundary encroaching into the park. Options C-E would prevent this and see the land return to BCP in the event of a lease surrender.

56. Cycle Path/Walkway/Rights of Way. The land required by the Club on the South side of the site includes the recently constructed cycleway. This is a busy thoroughfare that BCP could not allow to be "lost". As part of the planning process, AFC Bournemouth are working with BCP Council to find an alternative route that can be agreed. If agreed BCP Council would manage the project and charge the Club for all associated costs. This is something that would be covered at the planning stage.

57. The 5 Parks Land is not part of the proposals other than existing rights over to access the car park. It is intended for this arrangement to remain in place.

Options Appraisal

58. Taking the options and considerations (discussed in this report) into account, **the recommended option is C,** surrender of existing leases and the grant of two new leases. One for the land required to extend the stadium (shaded **green** and **blue**, demise plan 3), another for the car park land (no shading, outlined in **blue**, demise plan 3).

59. Option C allows BCP to support the Club in its ambition to expand the stadium and provide upgrade facilities, whilst retaining long-term control of land within a public park and preventing future encroachment.

60. The approach offers the quickest route to meeting the Club's timeline, ensuring momentum is maintained on a project that could deliver economic and community benefits to the BCP area.

61. By retaining land ownership, the Council safeguards its strategic interests, while the lease terms can be tailored to protect public use, prevent future encroachment and ensure flexibility for future needs.

62. This arrangement would offer a financial return either as a significant capital sum (premium) at the start of each lease or an annual income stream (rent) with the potential for growth linked to the Club's increased activity and success (rent reviews).

63. Operationally, the Club would take on matchday parking management allowing BCP to redirect parking resources to other priorities, enhancing service delivery across the immediate area on match days.

Summary of financial implications

64. The price agreed in principle for the proposed disposal will reflect independent valuation advice.

65. The Council will offset any costs associated with the disposal from this capital receipt.

66. The Club have agreed to pay the surveyor fees with regards the independent valuation advice.

Summary of legal implications

67. The Council is empowered to sell land that it holds, and it may do so in any manner that it wishes. The Council is aware that the Secretary of State's consent is needed for any disposal which is considered not to be best value or is to be at an undervalue.

68. The council may therefore choose to sell the property freehold (unconditionally or subject to conditions) or may offer to grant a long leasehold (of sufficient duration to enable development).

69. The offer for sale of a leasehold interest or a freehold conditional on the grant of planning permission may enable greater control over the development if, for example, mechanisms are included to ensure approval of planning applications prior to submission to the council as Local Planning Authority.

70. Some land falls within the Council's Public Open Space which requires a separate disposal process with public consultation. Notice has been served and responses received. The summary is as follows:

    - 84 representations received prior to the deadline date, 1 after.
    - After removing duplicate emails 74 representations reviewed. Within this number, some are from multiple people in the same household.
    - All except 1 noted as objecting to the notice.
    - Over 60% of the representations state that a lack of information as to what is going to happen (design, highway control, local impact) as the main reason for objecting.
    - Approximately 20% support or suggest the idea of a long lease to the club to retain control and seek a commercial return.
    - Approximately 40% refer in one way or another to the Cooper Deane transfer and "trust" nature of Kings Park. It is assumed that by "trust" the respondents are referring to 5 Parks Land (refer to points 15 and 79).

71. In relation to the perceived lack of information provided, this is information that will be covered by forthcoming planning applications and is not necessary to the principal of 'disposing' of the land.

72. It is important to note that the area in the notice is already under some agreement with the club (see Summary Plan 1), so there is no additional Public Open Space required.

73. It is helpful to see that approximately 20% of respondents support a long lease, which is one of the recommendations of this report.

74. Members are reminded that this is the first formal stage of deciding whether to progress to the detailed discussions around formal land agreements.

75. The 5 Parks Land is not part of the proposals other than existing rights over to access the car park. It is intended for this arrangement to remain in place.

76. The offer of a sale of a leasehold interest will place obligations on the purchaser to undertake the development of the site.

77. However, it should be noted that the terms on which the land/interest in the land is offered for sale will affect the valuation of the land (which will be undertaken in accordance with the RICS Red Book).

78. Further it should be noted that steps will need to be taken to prepare the legal title for disposal.

79. The legal work can take at least 12 weeks from acceptance of an offer to reach contractual completion.

Summary of human resources implications

80. There are no direct human resources implications of this decision beyond officer time working on the case.

81. Where specific professional services are required (valuation, legal etc) these will be outsourced.

Summary of sustainability impact

82. Should planning be approved, the existing cycle way would be impacted by the plans.

83. The cycle lane is part of an existing, well utilised greenway route, with over 900 journeys per day linking Bournemouth and Boscombe Town Centres with Kings Park, JP Morgan, Littledown and Bournemouth Hospital.

84. As part of the project and planning application, the cycle lane is being rerouted at the Clubs expense, and to BCP Council's specifications

Summary of public health implications

85. Any issues relating to previous landfill of Kings Park will be dealt with through the planning process

Summary of equality implications

86. An EIA conversation/screening document has been completed. This decision will not have any direct equality implications. This report requests authority to agree Heads of Terms of both proposed leases. The proposed new leases would show a change of control rather than loss of space and therefore does not change the current situation. However, mitigation of any future implications will be controlled through the regeared lease arrangements.

Summary of risk assessment

87. By approving the recommendations in this report, which ensure appropriate steps and therefore mitigations are taken, the risk is assessed as being low.

Background papers

None

Appendices

Confidential Appendix A: Minutes from Cross Party Strategic Assets Disposal Group