



Valuation Office  
Agency

**DVS** Property Specialists  
for the Public Sector

Valuation Report for  
Eugene Cross Park  
Ebbw Vale  
NP23 5AZ



Report for:  
Nia Morgan  
Blaenau Gwent County  
Borough Council

Prepared by:  
Cheryl Barlow MRICS  
Senior Surveyor  
RICS Registered Valuer  
DVS

Tel: 03000 502017

[cheryl.barlow@voa.gov.uk](mailto:cheryl.barlow@voa.gov.uk)

Case Number: 1834047

Date: 4 January 2024

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## 1. Introduction

I refer to your instructions dated 17 October 2023, confirmed 23 October 2023 and my Terms of Engagement dated 31 October 2023.

I have inspected and valued the property and I am pleased to report to you as follows.

## 2. Valuation Parameters

### 2.1 Identification of Client

Blaenau-Gwent County Borough Council.

### 2.2 Purpose of Valuation

It is understood that you require a valuation as your Local Authority are in the process of transferring all of their sporting grounds and pavilions to third sector organisations under the Community Transfer Policy. Your Local Authority hold these sites as Trustees and therefore you need to seek Charity Commission consent to their disposal.

The report will need to be prepared for the purposes of s119 of the Charities Act 2011 which provides that where a charity wishes to dispose of an interest in land exceeding a term of seven years a report must be obtained from a 'qualified surveyor'.

The report must include a range of information, laid down in the Charities (Qualified Surveyors Report) Regulations 1992.

It was noted a previous valuations were provided to you in March 2021 (ref: 1758042) and November 2022 (ref: 1806345). This subsequent report includes two detached playing fields which were not included within the previous valuations.

### 2.3 Subject of the Valuation

The property to be valued is Eugene Cross Park, which consists of the clubhouse, changing room and stand, terracing and 3 no. pitches.

### 2.4 Date of Valuation

The date of valuation is 4 January 2024.

Please note that values change over time and that a valuation given on a particular date may not be valid on an earlier or later date.

## 2.5 Confirmation of Standards

The valuation has been prepared in accordance with the professional standards of the Royal Institution of Chartered Surveyors: RICS Valuation – Global Standards and RICS UK National Supplement, commonly known together as the Red Book.

Compliance with the RICS professional standards and valuation practice statements gives assurance also of compliance with the International Valuations Standards (IVS).

Measurements stated are in accordance with the RICS Professional Statement '**RICS Property Measurement' (2<sup>nd</sup> Edition)**, and where relevant, the **RICS Code of Measuring Practice (6<sup>th</sup> Edition)**.

## 2.6 Agreed Departures from the RICS Professional Standards

As specifically requested by you, and as captured above with explanation, certain property has been reported upon using a measurement standard other than IPMS.

## 2.7 Basis of Value

The basis of value adopted is Market Value which is defined at VPS 4, para 4 as:

*'The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.'*

## 2.8 Special Assumptions

The following special assumptions have been agreed and will be applied. Each valuation is assuming a transfer of the property based on a Community Asset Transfer. These terms include the following assumptions:

1. That the Property will at all times hereafter be used for the purposes of a Community Facility and associated uses only.
2. That the Transferee shall not dispose of the whole or any part of their interest in the Property unless it has first offered to sell the whole of the Property to the Transferor.
3. If the Transferor shall not serve such notice as is stated in 2 above then the Transferee shall be free to dispose of their interest in the Property (subject to the terms of the lease) on the open market but any such disposal shall then be subject to the restriction stated in 1 above.
4. If the Transferee undertakes or enters into any Acts of Insolvency at any time during the term of the lease then the Transferor shall be entitled to repurchase the interest in the property (subject to the terms of the lease) for the same consideration as is stated herein by serving notice on the Transferee.

## 2.9 Nature and Source of Information Relied Upon

In addition to relying upon VOA held records and information. I have assumed that all information provided by, or on behalf of you, in connection with this instruction is

correct without further verification – for example, details of tenure, tenancies, planning consents, etc.

My advice is dependent upon the accuracy of this information and should it prove to be incorrect or inadequate, the accuracy of my valuation may be affected.

- Property details
- Condition Report provided by Property Data Solutions
- Copy of the proposed Heads of Terms
- Plans

#### 2.10 Date of Inspection

The inspection was undertaken by Cheryl Barlow on 3 November 2023.

#### 2.11 Extent of Investigations, Survey Restrictions and Assumptions

An assumption in this context is a limitation on the extent of the investigations or enquiries undertaken by the valuer. The following agreed assumptions have been applied in respect of your instruction, reflecting restrictions to the extent of our investigations.

- Such inspection of the property and investigations as the Valuer considered professionally adequate and possible in the particular circumstance was undertaken. This comprised undertaking an external inspection only of the property.
- No detailed site survey, building survey or inspection of covered, unexposed or inaccessible parts of the property was undertaken. The Valuer has had regard to the apparent state of repair and condition and assumed that inspection of those parts not inspected would neither reveal defects nor cause material alteration to the valuation, unless aware of indication to the contrary. The building services have not been tested and it is assumed that they are in working order and free from defect. No responsibility can therefore be accepted for identification or notification of property or services' defects that would only be apparent following such a detailed survey, testing or inspection.
- It has been assumed that good title can be shown, and that the property is not subject to any unusual or onerous restrictions, encumbrances or outgoing.
- It has been assumed that the property and its value are unaffected by any statutory notice or proposal or by any matters that would be revealed by a local search and replies to the usual enquiries, and that neither the construction of the property nor its condition, use or intended use was, is or will be unlawful or in breach of any covenant.
- Valuations include that plant that is usually considered to be an integral part of the building or structure and essential for its effective use (for example building services installations) but exclude all machinery and business assets that comprise process plant, machinery and equipment unless otherwise stated and required.

- It has been assumed that no deleterious or hazardous materials or techniques were used in the construction of the property or have since been incorporated. However, where an inspection was made and obvious signs of such materials or techniques were observed, this will be drawn to your attention and captured in this report.
- With regard to Reinforced Autoclaved Aerated Concrete (RAAC), you have not advised us that you are aware of the presence of RAAC and we have assumed that none is present.
- No access audit has been undertaken to ascertain compliance with the Equality Act 2010 and it has been assumed that the premises are compliant unless stated otherwise in this report.
- No environmental assessment of the property (including its site) and neighbouring properties has been provided to or by the VOA, nor is the VOA instructed to arrange consultants to investigate any matters with regard to flooding, contamination or the presence of radon gas or other hazardous substances. No search of contaminated land registers has been made.

However, where an inspection was made and obvious signs of contamination or other adverse environmental impact were visible this will have been advised to you, further instructions requested, and the observations captured in the report. Where such signs were not evident during any inspection made, it has been assumed that the property (including its site) and neighbouring properties are not contaminated and are free of radon gas, hazardous substances and other adverse environmental impacts.

Where a risk of flooding is identified during any inspection made, or from knowledge of the locality, this will be reported to you. The absence of any such indication should not be taken as implying a guarantee that flooding can never occur.

- No allowances have been made for any rights obligations or liabilities arising from the Defective Premises Act 1972.

### **3. Property Information**

#### **3.1 Situation**

Eugene Cross Park is home to Ebbw Vale Rugby, Cricket and Bowls Club. The site's locality consists of predominantly residential and some green space with the Ebbw Vale town centre located 0.9 miles south where a number of well-known brands and amenities are provided. The site is located 2.4 miles south from Heads of the Valley highway which provides access to neighbouring towns within the valleys.

#### **3.2 Description**

The property consists of a 2-storey property comprising of rendered elevations under a sloping cladded roof. Internal includes suspended ceilings throughout,

carpets and concrete flooring. Windows consist of casement glazed windows with UPVC. Site also contains 2x outer blocks for food and medical centre, 2 x pitches with flood lighting, 1 x pitch without flood lighting and rugby stand with changing facilities underneath. Car parking and access roads are shared with the Cricket Club,

Pitch 1 floodlighting	2.2 acres (0.6 acres shared with the cricket ground)
Pitch 2 floodlighting	3.8 acre
Pitch 3 no floodlighting	4.2 acres
Total	10.2 acres

### 3.3 Tenure

Leasehold basis with a 35-year term.

### 3.4 Easements and Restrictions

I am not aware of any easements or restrictions which may adversely affect the market value of the subject properties. However, should such information be brought to my attention I reserve the right to alter my valuation accordingly.

### 3.5 Site Area

The site includes buildings and associated land extending to a total of 11.4 acres.

### 3.6 Defects and Repair

The property is in need of repair. A condition report has been provided by Property Data Solutions with details of the condition and estimated costs of maintenance and repair works.

### 3.7 Services

I understand that all mains services are available within the immediate vicinity of the property.

### 3.8 Access and Highways

The site can be accessed via a number of different entrances. The top entrance can be found via Newchurch Road, providing access to the east stand whilst the bottom entrance via Pont-y-Gof provides access to the Rugby Club. Both Newchurch Road and Pont-y-Gof are Local Authority adopted and maintained highways.

### 3.9 Energy Performance Certificate

At the time of the valuation, I have not had sight of an energy performance certificate.

### 3.10 Planning

I have made no enquiries of the Planning Authority and no information has been received on the property's planning status and potential.

### 3.11 Equality Act 2010

Whilst I have had regard to the provisions of the Equality Act 2010 in making this report, I have not undertaken an access audit nor been provided with such a report. It is recommended that you commission an access audit to be undertaken by an appropriate specialist in order to determine the likely extent and cost of any alterations that might be required to be made to the premises or to your working practices in relation to the premises in order to comply with the Act.

### 3.12 Mineral Stability

The property is situated in an underground mining area and in view of the possibility of mine workings there is an increased risk of the stability of the property being adversely affected which would normally have been investigated by the Agency's Mineral Valuer to determine the extent of any problem.

However, this valuation has been made in accordance with the terms of the agreement dated 31 October 2023 between us, in which you have instructed the Agency to assume that:

- (1) that the property is not affected by any mining subsidence, and
- (2) that the site is stable and would not occasion any extraordinary costs with regard to Mining Subsidence.

Accordingly, the Agency has not obtained an Underground Mining Subsidence Report and the HMRC Board, for and on behalf of the Valuation Office Agency, can give no warranty, representation or assurance whatsoever as to matters which might reasonably be expected to have been disclosed by such a report.

You have agreed to waive, (and any third party seeking to rely on this valuation shall be treated as having waived), any claim which you might otherwise have had against the Board, the Agency or any of their employees for negligence or breach of contract arising from any loss or damage suffered as a result of the fact that this valuation, on your specific instructions, has taken no account of any matters which might reasonably be expected to be disclosed by an Underground Mining Subsidence Report.

### 3.13 Environmental Factors Observed or Identified

Asbestos may be present in the construction of the buildings. While this material remains intact and in good condition the asbestos fibres are likely to be safe, but specialist advice should be sought in the event of alteration, maintenance or demolition.

### 3.14 Rateable Value

With effect from 1 April 2023 the RV for Eugene Cross Park Sports is £27,500.



### 3.15 Minimum Energy Efficiency Standards (MEES)

In respect of non-exempt domestic and non-domestic property rental properties in England and Wales, I advise as follows.

We have not been provided with an up-to-date EPC rating for this property and, as such, our valuation is based on the assumption that the subject property will meet the minimum requirements laid down by the Energy Act 2011 and its Regulations and that there will be no adverse impact on value and marketability. It is advisable to obtain an expert's opinion regarding whether an EPC should be commissioned and if the building is likely to meet with the legislative requirements.

## 4. Valuation

### 4.1 Valuation Methodology / Approach and Reasoning

Similarly, to the previous valuations, I have approached this valuation using the investment and comparable methods of valuation.

The subject site is used for community purposes, providing rugby facilities within the local community of Ebbw Vale. I have considered the site on this basis as I am of the opinion that this is the best and most appropriate use for this site given the locality. Rental evidence for this type of land use is very limited within the local area and therefore, I had conducted a search within the wider locality for sporting and community grounds.

Rental evidence collected and calculated from recent values achieves a value of between £175 and £2,564 per acre. The higher end of the scales relates to sites that include changing facilities and appear to be located within more desirable areas such as Bristol and Cardiff which typically achieve higher values compared to the locality of the subject site. The most recent transactions found were dated May 2023 and January 2022. These sites were located in Bristol and achieved values at the higher end of the scale of just over £2,000 per acre.

Overall, Blaenau Gwent is typically a lower value area compared to the remainder of the evidence where it would be expected to sit towards the lower end of the scale. These lower values range between £175 to £565 without any facilities and £1,000 to £2,500 reflecting additional buildings and changing facilities on site. However, as there are three rugby pitches associated with the buildings and changing facilities it would be appropriate to reflect the values of these elements separately and not as a combined rate.

Due to the lack of rental evidence in the immediate area I have also considered local market knowledge and previous valuations undertaken within DVS. I am of the opinion the valuation split between land and facilities/clubhouse element for the site. Floodlit land would be expected to achieve £500 per acre, whilst non-floodlit land would be expected to achieve £350 per acre. £10 per square metre for the clubhouse and £5 per metre for the rugby stand and outer buildings.

I have adopted a rent as analysed above, then capitalising by the term of the lease at 9.25%. This rate is reflecting the repairing liability and lack of demand for this use and the current economic issues the UK currently faces. This is in line with our previous report carried out by Ophelia Avent in November 2022.

I have considered the Eugene Cross Park condition survey report undertaken by Property Data Solutions in December 2023. This report has provided the forecast expenditure needed for the whole property based on the conditional survey but has not included any costs associated with the pitches. The costs are categorised by property 1 - works required within 1 year, Priority 2 - works required within 2 years and Priority 3 - works required within 3–5 years. A summary of the costs are as follows:

Type	Cost
Priority 1 (works within 1 year)	£1,896
Priority 2 (works within 2 years)	£103,303
Priority 3 (works within 3-5 years)	£958,792
<b>Total</b>	<b>£1,063,991</b>

For our previous reports in 2021 and 2022 we had been provided with a maintenance cost figure of £49,467 which we added 15% contingency to reflect uncertainty. These revised costs are significantly higher than those previously reflected within our valuations.

I have had regard to the Heads of Terms and note that the terms are onerous. The property is required to be redecorated internally in the fifth year of the term and every five years thereafter, and externally in the third year of the term and every three years thereafter. It also states that the tenant is to replace Landlord's fixture and fittings which may become beyond repair at any time during or at the expiration of the Term.

The condition report includes items such as fixed furniture and fittings which total an additional £509,537. Comments associated with this item notes that the fixed seating within the grandstand is approaching end of life, therefore has increased the costs within this condition report considerable. Due to the details noted within the Heads of Terms I am of the opinion such costs should still be deducted as part of the full maintenance costs. I do not have any information on costs associated with the three rugby pitches. Although cost doesn't equate to value, the total maintained costs here are so substantial in the sum of £1,063,991 I am mindful of the negative impact of these costs on the valuation as shown below:

Floodlit pitch	5.4 acre	£500	£2,700
Non-floodlit pitch	4.8 acre	£350	£1,680
Club House	500m2	£10	£5,000
Rugby stand and outer buildings	804m2	£5	£4,020
<b>Total rent</b>	<b>£13,400/annum</b>		
<b>YP 35yrs @ 9.25%</b>	<b>£138,315</b>		
<b>Less maintenance</b>	<b>£1,063,911</b>		
<b>Value</b>		<b>-£925,596</b>	

In my view taking into consideration the above approach the valuation of the long leasehold interest in this site is **£1**.

I have also collected comparable evidence in order to cross check values where appropriate. Evidence is limited within the immediate locality and therefore I have widened search parameters and analysed accordingly.

Sales evidence of achieved values ranges between £10,987 and £723,888 per acre, dependent on size and location. Similarly, to the rental evidence, the higher values appear to relate to sites that are in a more prominent location of Gloucester and Bristol. Although the subject site is being leased for a 35 years term, I would expect the valuation prior to the deduction of maintenance cost to be at the lower end of the rates that this evidence suggest.

Taking a holistic view of the comparable evidence and my analysis, I am of the opinion that the market value for the leasehold interest of the property, subject to the Head of Terms and Condition report provided is £1.

#### 4.2 Comparable Evidence

Address	Type	Acres	Effective Date of Rent	Rent	£ per acre
Cricket Ground, St Mellons, Cardiff	Cricket ground	4.20	May-23	£1,350	£321
RFC, Ammanford	Sports ground and premises	3.90	May-23	£10,000	£2,564
Cricket Club Combe Park Bath	Cricket ground	3.60	Dec-22	£7,438	£2,066
Sports and Social Club, Stoke Gifford, Bristol	Sports ground and premises	5.40	Dec-22	£9,385	£1,738
Wickwar Road Chipping Sodbury Bristol	Clubhouse and tennis courts	0.70	Jun-22	£700	£1,000
Cricket Ground, Barry	Sports ground and premises	5.70	Mar-22	£1,000	£175
Playing Field & Premises Badminton	Sports ground and premises	4.25	Feb-22	£2,400	£565
Tennis club, Swan Road, Glos	Clubhouse and tennis courts	1	Jan-22	£1,143	£1,632

Address	Type	Acre	Transaction Date	Price £	Analysis / Adjustment
Cricket Club, Corntown Road, Bridgend,	Club and premises	7.30	May 2022	£125,000	<b>Equates to £17,123 per acre.</b> A cricket ground which appears to have parking and indoor facilities. Surrounded by woodlands and is adjacent to Corn town Road.
RFC, Cribbs Causeway, Bristol	Sports ground	3.50	Dec 2020	£250,000	<b>Equates to £71,428 per acre.</b> Has a current RV of £39,250. Sits within a group of playing fields along with residential areas. The large shopping mall Cribbs Causeway.
Merthyr Rugby Club	Club and Premises	0.18	July 2020	£130,300	<b>Equates to £723,888 per acre</b> – analysis is off scale due to the size of the premises being significantly smaller  Equates to £178 per square metre.
Crown Estates, Taunton	Land	29.17	Sep 2018	£408,000	<b>Equates to £13,987 per acre.</b> Taunton Deane applied for a change of use tow recreation and paid for costs of brining land into use by the public. Large area therefore quantum allowance.
David Hook Way, Hemsted Meadows, Gloucester	Amenity	3.41	June 2018	£100,000	<b>Equates to £29,325 per acre.</b> It is my opinion that this evidence suggests a higher value as it is located within Gloucester. Land values within locations such as this are expected to be higher than South Wales due to general market conditions. Furthermore this site is located adjacent to existing sporting clubs.
Land Adjoining Taunton Racecourse, Taunton	Land	30.49 Acres	Aug 2016	£335,000	Extends to 12.34 ha / 30.49 acres thus <b>equates to £10,987 per acre.</b> Located opposite the racecourse and adjoining the car parking.

#### 4.3 Opinion of Value

I am of the opinion that the Market Value of the leasehold interest in Eugene Cross Park is **£1 (One Pound)** as at 4 January 2024.

This valuation assumes a transfer of the property based on a Community Asset Transfer and has been completed with reference to the Heads of Terms and Condition Report provided. This valuation has also been prepared on the basis of the following agreed special assumptions:

1. That the Property will at all times hereafter by used for the purposes of a Community Facility and associated uses only.
2. That the Transferee shall not dispose of the whole or any part of their interest in the Property unless it has first offered to sell the whole of the Property to the Transferor.
3. If the Transferor shall not serve such notice as is stated in 2 above then the Transferee shall be free to dispose of their interest in the Property (subject to the terms of the lease) on the open market but any such disposal shall then be subject to the restriction stated in 1 above.
4. If the Transferee undertakes or enters into any Acts of Insolvency at any time during the term of the lease then the Transferor shall be entitled to repurchase the interest in the property (subject to the terms of the lease) for the same consideration as is stated herein by serving notice on the Transferee.

4.4 Currency

All prices or values are stated in pounds sterling.

4.5 VAT

I understand that VAT does not apply to this transaction and my opinion of value reflects this. In the event that my understanding is found to be inaccurate, my valuation should be referred back for reconsideration.

4.6 Costs of Sale or Acquisition and Taxation

I have assumed that each party to any proposed transaction would bear their own proper legal costs and surveyor's fees.

No allowance has been made for liability for taxation, whether actual or notional, that may arise on disposal.

**5. General Information**

5.1 Status of Valuer

It is confirmed that the valuation has been carried out by Cheryl Barlow MRICS, a RICS Registered Valuer, acting in the capacity of an external valuer, who has the appropriate knowledge and skills and understanding necessary to undertake the valuation competently, and is in a position to provide an objective and unbiased valuation.

Formal case review was undertaken by Nicola Hall MRICS in capacity of Principal Surveyor and DVS Wales Team Leader.

5.2 Conflict of Interest

Checks have been undertaken in accordance with the requirements of the RICS standards and have revealed no conflict of interest. As previously disclosed, DVS has had previous material involvement with the property, which has been drawn to your attention. The details are as follows: Market Value Report undertaken by Sharon Short in March 2021 (Ref: 1758042). Market Value Report undertaken by Ophelia Avent in November 2022 (Ref: 1806345). I confirm that this does not impact on my overriding obligation to act with independence and objectivity.

5.3 Restrictions on Disclosure and Publication

The client will neither make available to any third party or reproduce the whole or any part of the report, nor make reference to it, in any publication without our prior written approval of the form and context in which such disclosure may be made.

5.4 Limits or Exclusions of Liability

Our valuation is provided for your benefit alone and solely for the purposes of the instruction to which it relates. Our valuation may not, without our specific written

consent, be used or relied upon by any third party, even if that third party pays all or part of our fees, directly or indirectly, or is permitted to see a copy of our valuation report. If we do provide written consent to a third party relying on our valuation, any such third party is deemed to have accepted the terms of our engagement.

None of our employees individually has a contract with you or owes you a duty of care or personal responsibility. You agree that you will not bring any claim against any such individuals personally in connection with our services.

#### 5.5 Validity

This report remains valid for 3 (three) months from its date unless market circumstances change or further or better information comes to light, which would cause me to revise my opinion.

## 6. **Charities Act**

### 6.1 Background

Where a charity wishes to dispose of an interest in land exceeding a term of seven years a report must be obtained from a 'qualified surveyor' under s119 of the *Charities Act 2011*. The report must include a range of information, laid down in the Charities (Qualified Surveyors Report) Regulations 1992. RICS Red Book UK VPGA 8 'Valuation of Charity Assets' sets out the requirements and I report as follows:

### 6.2 Measurement of the relevant land [UK VPGA 8.2 para 3]

The area contained in the deed of conveyance is described as approximately 11.4 acres.

### 6.3 Current use of the land [UK VPGA 8.2 para 3]

A sports and recreation facility with ancillary uses normally associated with the same for the community of Ebbw Vale and the neighbourhood.

### 6.4 Number of buildings included in the land [UK VPGA 8.2 para 3]

Clubhouse, Changing Room, Stand and two outer blocks.

### 6.5 Measurements of the building [UK VPGA 8.2 para 3]

According to our in-house digital mapping system, the Gross External Area as defined in RICS property measurement guidance of the footprint of the buildings are 1,304/sqm.

### 6.6 Length of the lease and the period of this which is outstanding [UK VPGA 8.2 para 4]

35 years

6.7 Rent payable under the lease [UK VPGA 8.2 para 4]

Market rent or premium as advised by the District Valuer acting on behalf of the Charity, to be paid on completion of the lease and each anniversary of the date of completion.

6.8 Any Service Charge payable [UK VPGA 8.2 para 4]

n/a

6.9 Provisions in the lease for any review of the rent payable under it, or any Service Charge payable [UK VPGA 8.2 para 4]

The tenant is responsible for the repairing liability.

6.10 Liability under the lease for repairs and dilapidations [UK VPGA 8.2 para 4]

To keep the Property in good and substantial repair and condition.  
To replace Landlord's fixtures and fittings which may become beyond repair at any time during or at the expiration of the Term.

Not to cause the Property to become untidy or dirty but at all times to keep it free from deposits of materials and refuse and to maintain the pitches and grassed areas in a good state of repair and condition free from deposits and refuse.

Condition Report undertaken by Property Data Solutions in December 2023 forecast the expenditure needed for the whole property to be £1,063,991 within the next 5 years.

6.11 Any other provision in the lease which in the opinion of the surveyor affects the value of the relevant land [UK VPGA 8.2 para 4]

In my view reflecting the current uses of each building it would not be in the interest of the Charity to alter any of the buildings prior to disposition.

6.12 Information on whether the relevant land is subject to the burden of, or enjoys the benefit of any easement or restrictive covenant, or is subject to any annual sum charged on, except rent reserved by a lease or tenancy [UK VPGA 8.2 para 5]

n/a

6.13 Information on any buildings included in the relevant land [UK VPGA 8.2 para 6]

n/a

6.14 Advice on whether it would be in the best interests of the Charity to alter buildings included in the relevant land prior to disposition [UK VPGA 8.2 para 7]

n/a



6.15 Advice as to the manner of disposing of the relevant land [UK VPGA 8.2 para 8]

Based on the details that have been provided I am of the opinion that the disposal of the above mentioned land which is intended to transfer by way of disposal is reasonable.

The transfer of the asset from the Charities ownership requires advertising to comply with the Charities Act 2011 s 199. I see no reason as to why your usual requirements for disposal should not apply.

6.16 Opinion of the current value of the relevant land [UK VPGA 8.2 para 9]

The value of the relevant land, or what the rent under the proposed disposition would be £1 (one pound).

6.17 In Cases where it is Relevant and the Surveyors feels Competent to Do So [UK VPGA 8.2 para 10]

n/a

6.18 Where the Surveyor is of the opinion that the proposed disposition is not in the best interest of the Charity [UK VPGA 8.2 para 11]

n/a

I trust that the above report is satisfactory for your purposes. However, should you require clarification of any point do not hesitate to contact me further.

Identity and status: The valuer responsible for the valuation is Cheryl Barlow.

**Report reviewed by:**



Nicola Hall MRICS  
Principle Surveyor  
RICS Registered Valuer  
DVS

Date: 4 January 2024

**Signed**



Cheryl Barlow MRICS  
Senior Surveyor  
RICS Registered Valuer  
DVS

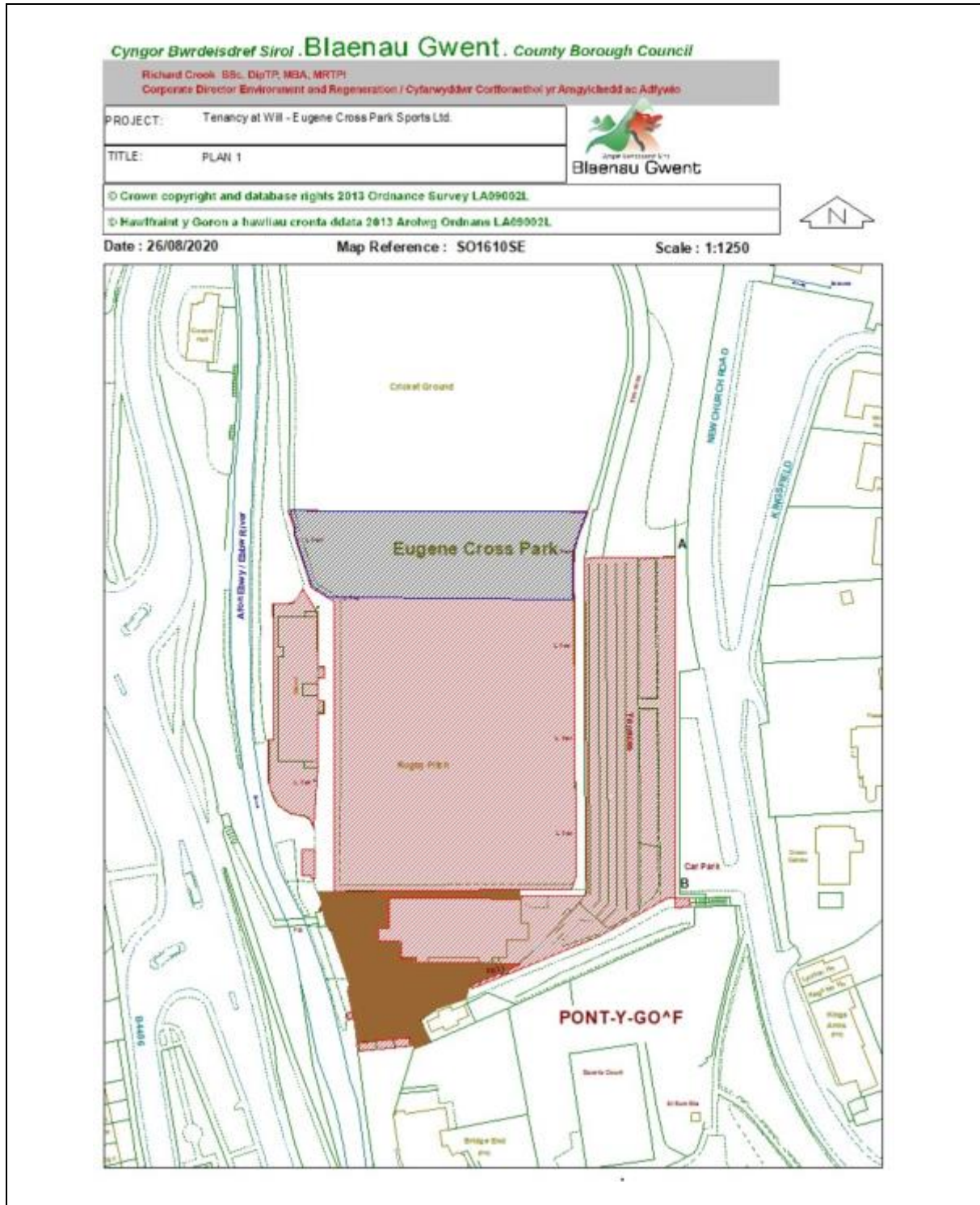


## 7. Appendices

### 7.1 Photographs



7.2 Plans





**Cyngor Bwrdeistref Sirol Blaenau Gwent, County Borough Council**

Richard Crook: BSc, DipTP, MBA, MRTPI  
Corporate Director Environment and Regeneration / Cyfarwyddwr Corfforaethol yr Amgylchedd ac Adfywio

PROJECT: Tenancy at Will - Eugene Cross Park Sports Ltd.

TITLE: PLAN 2



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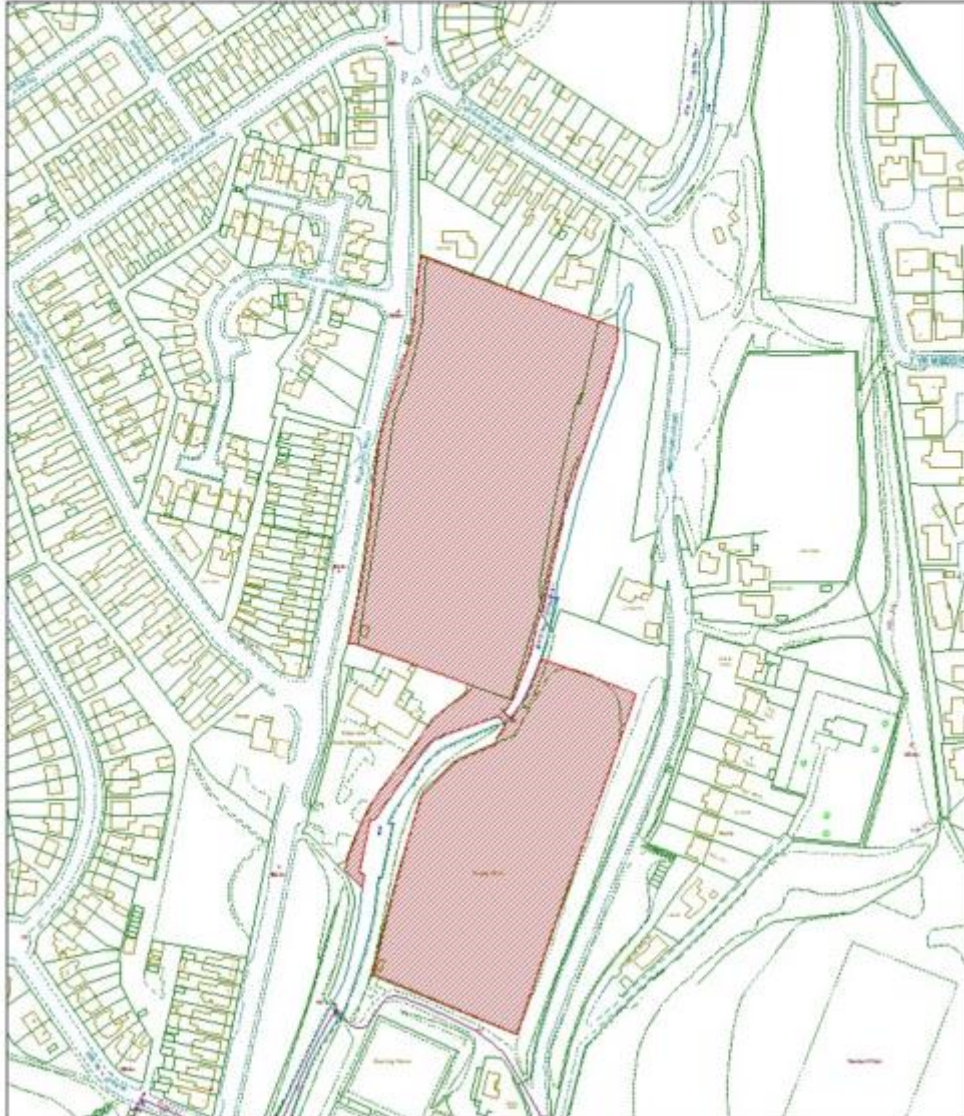
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Date : 26/08/2020

Map Reference : SO1610NE

Scale : 1:2500



## **8. Extract from Statutory Instrument 1992 No. 2980 Information**

### **The Charities (Qualified Surveyors' Reports) Regulations 1992**

#### **Schedule: Information to be Contained in, and Matters to be Dealt with by, Qualified Surveyors' Reports**

1. (a) A description of the relevant land and its location, to include-
  - (i) the measurements of the relevant land;
  - (ii) its current use;
  - (iii) the number of buildings (if any) included in the relevant land;
  - (iv) the measurements of any such buildings; and
  - (v) the number of rooms in any such buildings and the measurements of those rooms.
- (b) Where any information required by sub-paragraph (1) above may be clearly given by means of a plan, it may be so given and any such plan need not be drawn to scale.
2. Whether the relevant land, or any part of it, is leased by or from the charity trustees and, if it is, details of
  - (a) the length of the lease and the period of it which is outstanding;
  - (b) the rent payable under the lease;
  - (c) any service charge which is so payable;
  - (d) the provisions in the lease for any review of the rent payable under it or any service charge so payable;
  - (e) the liability under the lease for repairs and dilapidations; and
  - (f) any other provision in the lease which, in the opinion of the surveyor, affects the value of the relevant land.
3. Whether the relevant land is subject to the burden of, or enjoys the benefit of, any easement or restrictive covenant or is subject to any annual or other periodic sum charged on or issuing out of the land except rent reserved by a lease or tenancy.
4. Whether any buildings included in the relevant land are in good repair and, if not, the surveyor's advice-
  - (a) as to whether or not it would be in the best interests of the charity for repairs to be carried out prior to the proposed disposition;
  - (b) as to what those repairs, if any, should be; and
  - (c) as to the estimated cost of any repairs he advises.

5. Where, in the opinion of the surveyor, it would be in the best interests of the charity to alter any buildings included in the relevant land prior to disposition (because, for example, adaptations to the buildings for their current use are not such as to command the best market price on the proposed disposition), that opinion and an estimate of the outlay required for any alterations which he suggests.
6. Advice as to the manner of disposing of the relevant land so that the terms on which it is disposed of are the best that can reasonably be obtained for the charity, including
  - (a) where appropriate, a recommendation that the land should be divided for the purposes of the disposition;
  - (b) unless the surveyor's advice is that it would not be in the best interests of the charity to advertise the proposed disposition, the period for which and the manner in which the proposed disposition should be advertised;
  - (c) where the surveyor's advice is that it would not be in the best interests of the charity to advertise the proposed disposition, his reasons for that advice (for example, that the proposed disposition is the renewal of a lease to someone who enjoys statutory protection or that he believes someone with a special interest in acquiring the relevant land will pay considerably more than the market price for it); and
  - (d) any view the surveyor may have on the desirability or otherwise of delaying the proposed disposition and, if he believes such delay is desirable, what the period of that delay should be.
7. (a) Where the surveyor feels able to give such advice and where such advice is relevant, advice as to the chargeability or otherwise of value added tax on the proposed disposition and the effect of such advice on the valuations given under paragraph 8 below.
  - (b) Where either the surveyor does not feel able to give such advice or such advice is not in his opinion relevant, a statement to that effect.
8. The surveyor's opinion as to:-
  - (a) the current value of the relevant land having regard to its current state of repair and current circumstances (such as the presence of a tenant who enjoys statutory protection) or, where the proposed disposition is a lease, the rent which could be obtained under it having regard to such matters;
  - (b) what the value of the relevant land or what the rent under the proposed disposition would be-
    - (i) where he has given advice under paragraph 4 above, if that advice is followed; or
    - (ii) where he has expressed an opinion under paragraph 5 above, if that opinion is acted upon; or

- (iii) if both that advice is followed and that opinion is acted upon;
  - (c) where he has made a recommendation under paragraph 6(a) above, the increase in the value of the relevant land or rent in respect of it if the recommendation were followed;
  - (d) where his advice is that it would not be in the best interests of the charity to advertise the proposed disposition because he believes a higher price can be obtained by not doing so, the amount by which that price exceeds the price that could be obtained if the proposed disposition were advertised; and;
  - (e) where he has advised a delay in the proposed disposition under paragraph 6(d) above, the amount by which he believes the price which could be obtained consequent on such a delay exceeds the price that could be obtained without it.
9. Where the surveyor is of the opinion that the proposed disposition is not in the best interests of the charity because it is not a disposition that makes the best use of the relevant land, that opinion and the reasons for it, together with his advice as to the type of disposition which would constitute the best use of the land (including such advice as may be relevant as to the prospects of buying out any sitting tenant or of succeeding in an application for change of use of the land under the laws relating to town and country planning etc).