

Security of Tenure

Security of a gliding club's occupation of its site has an important influence upon the Club's long-term planning and investment policy. The longer the tenure, the more secure and the safer any investment in site improvements.

Security of tenure can be considered under the following broad headings :- (in order of security)

(i) Freehold

The best security of tenure is usually achieved by site ownership. Owning the land gives the best long-term control and investment in land has, historically, provided excellent financial returns for at least 50 years.

Provided that financial obligations and loan and mortgage repayments can be met, then site purchase is advocated, wherever possible. Financing and the servicing of loans, however require very careful consideration. (Refer to Financial Help for Gliding Clubs).

(ii) Leasehold

The essential difference between a lease and a licence is that the Lease provides exclusive use of the demised land and facilities. Leases are protected by law of which probably the most significant for gliding clubs is the Landlord and Tenant Act 1954.

Under the Act, it is possible to obtain a court order for renewal of the Lease, at the end of the term of the lease (unless the protection clauses at Sections 24-28 have been contracted out of the lease agreement). Leases for gliding sites are usually 21-28 years with break clauses and rent reviews at 3-5 year intervals.

Once a lease has been signed, the lessee has an obligation to pay the rent, when due, for the full term of the tenancy. "Get- out" or escape clauses are therefore necessary in case factors beyond the Gliding Club's control(e.g. Imposition of controlled airspace) prevent continued use of the site for gliding.

In spite of having granted exclusive use, the Lessor may (with the agreement of the Lessee) retain access for sporting use, vermin control, maintenance, etc.

Obtain legal advice before signing!

(iii) Occupation by Licence

A licence is generally a shorter –term arrangement or where exclusive use cannot be granted (eg. Farmer needs to graze all or part of the area, or runways shared with other users, eg, flying school, microlights or parachutists. However the provisions of the Landlord and Tenant Act may still apply in some cases.

Legal advice should always be sought, before signing.

(iv) Other arrangements

Right of Holdover

Where notices have not been served to determine the tenancy at its expiry date, rights to annual occupation may apply, pending service of the appropriate notices.

Informal arrangements

Use of agricultural land for farm strips is frequently based upon private and personal arrangements, not always the subject of a written agreement. Beware!