Appendix 2: Summary of Lease-Based Controls and Continuing Public-Law Safeguards.

Lease-based control currently held by the Council	Potential effect of freehold disposal	Public-law safeguards remaining
Restricted use covenant limiting use to golf, driving range and ancillary leisure uses	Passes to a third-party freeholder if the lease continues; may cease if the lessee acquires the freehold and the lease merges or is surrendered	MOL/open-space planning policies remain. Any material change of use or redevelopment would require planning assessment
Obligation to keep golf facilities open to the public during normal playing hours	Council loses direct enforcement; obligation may cease if lease ends	Disposal does not itself close the facility. Any future change affecting recreation/access would be considered through planning and equalities frameworks where applicable
Landlord consent for planning applications/planning agreements	Council loses contractual gatekeeping role	Ownership does not confer planning permission. Any application remains subject to the statutory planning process
Structural alteration controls	Council loses lease-based consent role	Planning, building control, highways and other statutory regimes remain where triggered
Repair and maintenance obligations	Council loses direct contractual route to require repair/maintenance if lease controls cease	Statutory nuisance, environmental health, planning enforcement and other regulatory powers remain where applicable, though they are not a direct substitute for repair covenants
Tree and hedgerow protection covenants	May transfer or cease depending on purchaser/lease structure	TPOs, conservation area controls, biodiversity policy, protected species legislation and planning controls remain where applicable
Inspection, monitoring and step-in rights	Council loses direct landlord oversight and enforcement rights	Statutory regulators and the local planning authority retain public-law powers where legislation is breached
Public Right of Way / access-related provisions	Lease-based safety and operational provisions may transfer or cease	Legally established public rights of way are not extinguished by sale and can only be diverted/stopped up through statutory process
Assignment and underletting controls	Council loses influence over leasehold occupiers/operators	Future occupiers remain subject to planning, licensing, environmental and other statutory controls

Lease-based control currently held by the Council	Potential effect of freehold disposal	Public-law safeguards remaining
Special Group discount covenant	May cease if lease ends; no direct statutory equivalent	Any future loss of measurable community provision would be considered where relevant under planning/equalities frameworks, but the covenant itself is contractual

The lease provides a real but limited private-law layer of control. Disposal may result in the transfer or, in some circumstances, the loss of those landlord controls. However, the principal protections for MOL, open space, biodiversity, public rights of way, highways and environmental matters arise from statutory and planning regimes that continue to apply irrespective of ownership. The Corporate Director is required to consider the potential loss or transfer of contractual landlord controls alongside the objections and the financial, strategic and asset-management case for disposal before deciding whether the disposal should proceed.