

To: Councillor D Edwards (Chair);
Councillors Ayub, Grashoff, Hoskin, Steele,
Williams, and Woodward

Our Ref: hsc/agenda

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12 December 2016

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**NOTICE OF MEETING - MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB COMMITTEE -
20 DECEMBER 2016**

A meeting of the Mapledurham Playing Fields Trustees Sub Committee (*formerly the Heights Free School Sub Committee*) will be held on Tuesday 20 December 2016 at 6.30pm in the Council Chamber, Civic Offices, Reading.

AGENDA

	WARDS AFFECTED	PAGE NO
1. DECLARATIONS OF INTEREST Councillors to declare any disclosable pecuniary interests they may have in relation to the items for consideration.	-	-
2. MINUTES To confirm the Minutes of the Sub Committee's meeting on 11 October 2016		1
3. MINUTES OF OTHER BODIES To receive the approved minutes of the Mapledurham Playing Fields Management Committee from their meeting on 20 April 2016		6
4. PETITIONS & QUESTIONS	-	-
5. MAPLEDURHAM PAVILION - CONDITION AND DRAFT ACCOUNTS The report provides an update on the current condition of Mapledurham Pavilion and presents the 2015/16 draft	MAPLEDURHAM	13

accounts prior to their submission to the Charity Commission.

6. REVISED PROPOSAL FROM THE EDUCATION FUNDING AGENCY MAPLEDURHAM 19

The report advises of a revised proposal from the Education Funding Agency regarding potential acquisition of part of Mapledurham Recreation Ground/Playing Fields for the purpose of building a new school for the Heights Free School.

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HEIGHTS FREE SCHOOL SUB-COMMITTEE MINUTES - 11 OCTOBER 2016

Present: Councillor D Edwards (Chair); Councillors Ayub, Hoskin, Steele, R Williams and Woodward

Apologies: Councillor Grashoff

4. MINUTES

The Minutes of the meeting of the Sub-Committee held on 12 July 2016 were agreed as a correct record and signed by the Chair.

5. PROPOSAL FROM THE EDUCATION FUNDING AGENCY

At the invitation of the Chair, the Sub-Committee received spoken representations from:

Rebecca Leach and Clare Reese-Jones in support of the EFA's proposal

Elisa Miles and Mark Corbett, in opposition to the EFA's proposal

Councillor Ballsdon, Chairman of Mapledurham Playing Fields Management Committee and local Ward Councillor

Gordon Watt on behalf of an alternative community-led proposal from Mapledurham Playing Fields Foundation, entitled 'Fit4All' (Item 4 below refers)

Ben McCarthy and Alex Metcalfe on behalf of the Education Funding Agency

Members of the Sub-Committee questioned Mr Watt and Mr McCarthy on their presentations.

Further to the discussion at the previous meeting (Minute 3 refers), the Head of Legal and Democratic Services submitted a report advising the Sub-Committee of a revised proposal which had been received from the Education Funding Agency (EFA) in respect of the acquisition of part of Mapledurham Recreation Ground/Playing Fields (the Ground) for the purpose of building a new school for the Heights Free School. The report advised the Sub-Committee that it had delegated authority, with the support of Officers, to discharge the functions as sole charity trustee for the Recreation Ground Charity at Mapledurham (the Charity), and had a duty to make all decisions in what it considered to be the best interests of the Charity in order to advance its charitable objects. Therefore, any decision made in respect of the EFA proposal was required to be in line with all relevant charity law and other legal restrictions.

The report explained that the EFA proposal required the transfer of 1,231 acres of land at the Ground, within a total specified area of 2.7 acres. The Plan attached to the report at Appendix 1, showed the total specified area in question.

The revised proposal from the EFA was attached to the report at Appendix 2. The report explained that within its revised proposal the EFA had identified a draft initial layout showing the indicative area of where the 1.231 acres would be located. The proposal confirmed that the EFA had no intention of building in a way that inhibited access to the

pavilion or playing fields. However, it was possible that during the planning process and further detailed work the layout of the school may need to change, albeit that it would remain within the 2.7 acres.

The report stated that despite being asked to do so, the EFA had not been prepared to confirm where the 1.231 acres of land they required for the school would be located within the wider area. This was because they considered that the greater area of 2.7 acres would provide them with some flexibility should some changes be needed to the initial design lay-out. The report explained that the revisions made by the EFA to the proposal considered at the July 2016 meeting were as follows:

- The 2.7 acre area requested had been re-drawn to provide for at least a 3 metre gap between the site and the existing Pavilion and tennis courts;
- The school hall and MUGA would be available for community use, subject to charges to users at affordable rates;
- The Charity would provide the school with access to one sports pitch, for which it would pay a nominal usage charge, which met the Grass Pitch Quality Standard. There was an obligation on the Charity to bring one pitch up to this standard;
- Recognition that the future management arrangements for the Ground would be for the Council as trustee of the Charity to determine, and reiteration that the school would be willing to cooperate with any such arrangements out in place.

The report explained that the proposal included a total payment from the EFA to the Charity of £1,360,000. In this regard, the EFA considered the purchase price for the unspecified 1.231 acre site to be £30,775 (at £25,000 per acre based on their Red Book Valuation).

The report stated that the EFA's proposal had been made on the basis that it was open for acceptance for a period of 16 weeks until 14 October 2016 and therefore the EFA was looking to the Council, as trustee of the Charity, to make a decision on the proposal by this date. The EFA recognised that it was not possible for a final decision to be reached by this date because much information remained outstanding and a process of consultation, with the public and Charity Commission, was required. However, the report stated that the EFA had a timetable for applying for planning permission in order to get the school ready for occupation in September 2018 which required an 'in principle' decision by 14 October 2016 so they could proceed with design work and the planning application. The report made clear that if the Sub-Committee decided to progress the EFA offer, then the Charity would not be contractually committed to proceed with the sale until contracts had been exchanged.

The following papers were attached to the report

Appendix 1 - revised Plan showing boundary change to 2.7 acre site

Appendix 2 - Revised EFA proposal

Appendix 3 - A new home for the Heights - consultation proposal by the Heights Free School for a site at the Mapledurham Playing Fields

Appendix 4 - Mapledurham Playing Fields Foundation - letter dated 29 September 2016 and enclosed leaflet on 'Fit4All'.

The legal implications of the proposals were detailed in section 9 of the report.

The report explained that on 29 September 2016, the Chair had received a letter from Mr Gordon Watt, Chairman of the Mapledurham Playing Fields Foundation, setting out and attaching what was described as an alternative proposal to that submitted by the EFA, under the heading 'Fit4All'. This proposal was to undertake the enhancement, management and operation of the Mapledurham Playing Fields with a 25 year lease. The Sub-Committee noted that a report on the alternative 'Fit4All' proposal appeared on the agenda as a separate item and asked officers to introduce this and all the reports before decisions were made so that the Sub-Committee could have regard to all relevant information in reaching its decisions.

Resolved -

- (1) That the EFA's revised offer, at Appendix 2 to the report, be received;
- (2) That the EFA be informed that there is a lack of clarity within its proposals which results in the members of the Sub-Committee being asked to make a decision without full facts of the effect of the proposal on the Ground, in particular concerning the location of the 1.231 acres that it is proposed to be transferred for the school site, and its impact on the playing areas and sports pitches at the Ground;
- (3) That notwithstanding this unsatisfactory circumstance, the Sub-Committee is satisfied that, in principle and without creating any binding legal commitment, the EFA's revised offer is capable of being in the best interests of the Charity (i.e. because it is considered to be capable of enhancing the amenity value of the Ground) and accordingly advises the EFA that they are prepared to continue to discuss the revised proposal, subject to the EFA:
 - (i) Clarifying the location of its 1.231 acre site at the earliest opportunity.
 - (ii) Seeking planning consent for its proposed development on the Ground in consultation with the Sub-Committee on the likely effect of the various design options upon the amenity value of the Ground, so that the planning application that is submitted is acceptable to the Sub-Committee.
- (4) That, subject to the EFA carrying out the actions identified in resolution (3) above, the Sub-Committee shall:
 - (i) Obtain and consider a report from Bruton Knowles pursuant to section 117 Charities Act 2011, which should also address the amenity value of the Ground in respect of (and as a consequence of) the EFA proposal (including in particular any enhancement of the amenity value attributable to the EFA proposal).

- (ii) Consult with the public and the Charity's Management Committee on the basis set out in section 9 of the report.
- (iii) Consult with the Charity Commission on the basis set out in section 9 of this report.

6. MAPLEDURHAM PLAYING FIELDS AND PAVILION

The Director of Environment & Neighbourhood Services submitted a report on the current position and possible next steps for the pavilion at Mapledurham and how the proposals made by the EFA may affect the pavilion.

The Sub-Committee was advised that the location of the proposed school could have an impact on the suitability of the pavilion in its current location and implications for the number of sports pitches available for community use and the related facilities required within the pavilion. The report stated that should refurbishment work be undertaken on the pavilion and a proposal from the EFA be implemented that necessitated replacement of the pavilion, the funds expended would be lost. Therefore before any work was undertaken to the pavilion, confirmation was required that any developments would not compromise use of the pavilion to the extent that it would need to be relocated. The Sub-Committee were advised that WADRA had recently confirmed that the monies raised towards the replacement or refurbishment of the pavilion would only be made available if the EFA proposal did not go ahead.

Resolved -

That a decision on refurbishing or replacing Mapledurham pavilion is made only after the Sub-Committee is confident in the implications of a proposal from the EFA or other potential interested parties.

7. FIT 4 ALL- PROPOSAL FOR MAPLEDURHAM PLAYING FIELDS FOUNDATION

The Chief Valuer submitted a report on a detailed proposal received from the Mapledurham Playing Fields Foundation to enhance the facilities and operations at Mapledurham Playing Fields without the need to sell land to fund these enhancements. The proposal, under the heading 'Fit4All' was attached as Appendix 1 to the report.

The Sub-Committee noted that the proposal had been received on 3 October 2016 - the day the agenda for the meeting had been published - and accordingly officers had not been able to evaluate the proposal in time for this meeting. However, it was noted that the letter from Mr Watt indicated that the proposal was intended to be considered *instead of* rather than *in addition to* the EFA proposal. Officers suggested that officers be authorised to discuss this matter in greater detail with Mr Watt and the representatives of the 'Fit4All' proposal and report back to the next meeting of the Sub-Committee.

In discussion, the Sub-Committee noted the concerns of local community representatives regarding the potential precedent for development that could be implied if the Charity permitted the sale of part of the Playing Fields for a school site. Officers committed to investigate and report back to the Sub-Committee on the implications should a Deed of Dedication be entered into.

Resolved -

That the "Fit4All" presentation be noted and officers be authorised to discuss the detail of the proposals with Mr Watt and representatives of the 'Fit4All' proposal and report back to the next meeting of the Sub-Committee.

(The meeting started at 6.30 pm and finished at 7.45 pm).

READING BOROUGH COUNCIL

MAPLEDURHAM PLAYING FIELDS MANAGEMENT COMMITTEE

MINUTES OF THE MEETING HELD ON 20 APRIL 2016

Present:

Councillor I Ballsdon	(Chairman)
Councillor E Hopper	
Councillor J Skeats	
Mr N Stanbrook	Mapledurham Users' Committee

Also in attendance:

Mr S Bolton	Caversham & District Residents' Association
Mr C Brooks	Head of Legal & Democratic Services
Mr B O'Neill	
Mr M Payne	Mapledurham Bridge Club
Ms N Simpson	Committee Administrator
Mr G Thornton	Head of Economic & Cultural Development

Apologies:

Mr S Ayers	Friends of Mapledurham Playing Fields
Mr R Bentham	Warren & District Residents' Association
Mr B Stanesby	Leisure & Recreation Manager

1. MINUTES & MATTERS ARISING

The Minutes of the meetings held on 19 January and 10 March 2016 were confirmed as a correct record, subject to the following amendments:

- In Minute 2 of the meeting held on 19 January 2016, the last sentence of the first paragraph be amended from "The Management Committee held a vote on this proposal, with one member voting in favour, one member abstaining and three members voting against." to "The Management Committee held a vote on this proposal, with Nigel Stanbrook voting in favour, Keith Knee-Robinson abstaining and Councillors Ballsdon, Hopper and Skeats voting against."
- In Minute 2 of the meeting held on 19 January 2016, the last sentence of the second paragraph be amended from "The Management Committee held a vote on this proposal, with three members voting in favour and two members abstaining." to "The Management Committee held a vote on this proposal, with Councillors Ballsdon, Hopper and Skeats voting in favour and Keith Knee-Robinson and Nigel Stanbrook abstaining."

Further to Minute 4 (3) of the meeting held on 19 January 2016, it was noted that the formal update meeting with the users of the playing fields had not been held in the end.

Further to Minute 2, fifth bullet point, of the meeting held on 10 March 2016, regarding the reporting of Escape's position that it made sense to postpone a decision on the pavilion until the EFA had given a final proposal, Nigel Stanbrook reported that he had since spoken to representatives from Escape, who had felt that the decision should not be postponed indefinitely. Councillor Ballsdon said that when she had spoken to representatives from Escape following the previous meeting, their position had still been the same as she had reported at the previous meeting.

Further to Minute 2 of the meeting held on 10 March 2016, Councillor Ballsdon noted that the Policy Committee report, and therefore the Minutes, had said that WADRA had so far raised approaching £200k. However, she noted that this presentation was misleading, because £100k of the nearly £200k available for the rebuilding of the pavilion was the Section 106 money committed by the Council and £50k was the donation from Festival Republic, so it had not all been raised by WADRA. The total in the bank account held by WADRA at the time of its AGM had been £74,650, including the Festival Republic money. Chris Brooks said that he had spoken to the Chair of WADRA, Robin Bentham, in the previous week, who had confirmed that the £200k was indeed the total amount available. Councillor Ballsdon said that she would write to Robin Bentham about how the figures on fundraising by WADRA were presented and publicised.

AGREED:

- (1) That the position on these matters be noted;
- (2) That Councillor Ballsdon write to the Chair of WADRA about how the figures on fundraising by WADRA for the rebuilding of the pavilion were presented and publicised.

2. MAPLEDURHAM PLAYING FIELDS UPDATE

Grant Thornton submitted a report giving an update on the latest situation on a number of issues in relation to the ongoing management of the playing fields and associated facilities.

a) Pavilion Maintenance & Repair - Hall Closure & Impact

Further to Minute 2 of the meeting held on 10 March 2016, the report explained that, in January 2016, while repairs were being carried out at the pavilion, the Council's Clerk of Works had been concerned that sections of cladding on a wall were loose and might either fall or trap fingers of young people using the facility. The material into which the cladding was fixed had been rotten and re-fixing would be difficult. As a precaution, the structural engineer had been asked for an opinion on the condition of the pavilion. His advice had been to close the pavilion pending detailed structural investigations. The pavilion had been closed on 21 January 2016 following initial observations from the structural engineer. His subsequent report had identified structural weaknesses and the hall had remained closed.

While a proposal was awaited from the Education Funding Agency (EFA) on the provision of the Heights Free School, the Council believed it was prudent to delay the rebuilding/refurbishment of the pavilion. The position had been considered by Policy Committee on 14 March 2016 and by the Heights Free School Sub-Committee on 23 March 2016, and relevant Minutes from those meetings were attached to the report, that confirmed the Council's position in this regard as both Trustee and Local Authority (Appendices 1 and 2). The report also stated that two questions relating to the pavilion had been asked at Policy Committee on 11 April 2016 and the questions and responses were attached at Appendix 3.

The report gave details of the situation with regard to pavilion user groups following the hall closure, stating that all user groups had found temporary accommodation or were using a range of venues on an ad-hoc basis to deliver their activity. The removal of equipment stored within the pavilion was being facilitated as and when groups required, meeting on site and supervising access to ensure the process was handled safely.

All user groups had been pro-active in seeking to address the issues associated with closure of the hall, demonstrating flexibility and a degree of understanding. The Bridge Club had expressed frustration at not being able to use the hall, as they were understood to have not been able to agree/arrange regular temporary accommodation providing for all of their requirements, which had led to ongoing ad-hoc arrangements for the duration of the hall's closure.

The report gave details of the loss of regular booking weekly income resulting from the partial closure of the pavilion, totalling £243 a week, and it reported on ad-hoc bookings which had had to be declined since the hall had been closed. It concluded that the total amount of income lost from 21 January to 12 April 2016 had been £2,956.50, with the loss of pavilion income therefore effectively around £1,000 a month. It noted that there had been no impact on sports income over the period of partial closure.

b) Invoicing

Further to Minute 3 (2) of the meeting on 19 January 2016 regarding a query about frequency of invoicing, the report stated that the Administrator at Palmer Park had advised that all invoicing relating to the use of Mapledurham was up to date. Invoicing generally took place every four to six weeks dependent upon the availability of staff resource. The invoicing was completed retrospectively and as such the user groups were not felt to be adversely affected by this. Every effort was and would continue to be made to ensure consistency of invoicing frequency.

Nigel Stanbrook reported that he thought it had been Magikats who had reported a problem with invoicing, so he would see if it had been resolved or if there were any outstanding issues, and would contact Grant Thornton if necessary.

c) Children's Play Area

Further to Minute 3 (2) regarding the condition of the children's playground, the report stated that the play area was split into two sections. The larger area had

several items of equipment and play-bark as its safety surface. This was in good condition but two small spring rides and a bench had been removed from there some time previously which had left an unused space. Adjacent to that was a separately fenced and very small sand-filled area, which had some weed growth and contained just one item of equipment - a see-saw. It stated that it was proposed to relocate the see-saw into the space in the main play area. The fencing around the sand area and the sand would then be removed and the area reinstated as grassed open space.

The meeting discussed the sand-filled area, noting that it was historically under used by toddlers - partially because it was difficult to push buggies across the grass to the area - but that it would be good to have a separate play area for toddlers, as the play of older children in the main play area could be quite rough. However, it was discussed that it might be unwise for the Council to spend any money on the playing fields whilst awaiting the EFA proposal, when the position might be clearer soon. It was noted that it might be quite expensive to move the see-saw and just refilling the area with sand could be cheaper and might encourage more use. It was suggested that officers could investigate the costs of moving the see-saw and the proposal in the report, as well as for just refreshing the sand pit, and bring these back to the Management Committee. It was noted that, in the longer term, once the EFA proposal was received, and if there was a monetary element, it might be possible to use this to improve the playground area. However, it was also noted that even if such funding were to be possible, it would be unlikely to be available for some time.

The Committee decided that it did not need to see costings and concluded that it would prefer the sand in the small play area to be refreshed, rather than the see-saw relocation proposal in the report, and requested that officers implement this as soon as possible.

d) Sign at Entrance

Further to Minute 5 (2) of the meeting on 19 January 2016, the report stated that the sign at the entrance to the Playing Fields was old and becoming unsightly as well as leaning. It was proposed to remove the sign and replace it with a standard Parks site identification sign with the relevant bye-law symbols, which would give a more tidy appearance to the entrance.

Nigel Stanbrook reported that he thought that residents felt that the sign should say that the Recreation Ground was a charity, although it could say that it was administered by the Council, and also that he had asked Ben Stanesby for the new sign to include the Trust's charity number and Ben's email response had indicated he would be reporting on this to the next meeting. He said that a new sign provided the opportunity to include this information.

Chris Brooks explained that there was no legal requirement for a sign, or for any sign to state the charity number, but he understood the desire to replace the old sign. He recommended that, if it was wanted to have a bespoke sign rather than a standard Parks site sign, this should be costed and compared with the cost of the

standard sign and careful consideration should be given to the additional expenditure.

e) Orchard

Further to Minute 1 (3) of the meeting on 19 January 2016, the report stated that the Friends of Mapledurham Playing Fields had donated replacement trees for the trees in the orchard that had died. They had managed to source the same varieties and had replanted them in the previous month.

f) Heights Free School Proposal

Further to Minute 4 of the meeting on 19 January 2016, the report stated that the EFA had still not made a proposal to the Council in relation to the use of the Mapledurham Playing Fields for a new school, although they had closed their consultation. When a proposal was received from the EFA, following consideration by the Heights Free School Sub-Committee, users of the pavilion would be updated through their representatives.

Nigel Stanbrook noted that he would need to be updated as well, as the representative of the users.

g) Potholes

Grant Thornton reported verbally at the meeting that, on 22 April 2016 between 8am and 12noon, the maintenance team would be patching potholes in the Mapledurham Playing Fields car park and access road; there would be notices placed on site.

Nigel Stanbrook requested that, whilst the maintenance team was on site, they also looked at remedying the big drop in level next to kerb stones in the grass verge of the access road.

AGREED:

- (1) That the report and position be noted;
- (2) That Nigel Stanbrook liaise with Magikats to see if the problem with invoicing had been resolved or if there were any outstanding issues, and contact Grant Thornton if necessary;
- (3) That the Committee's preference and recommendation for the sand in the small play area to be refreshed, rather than the see-saw relocation proposal in the report, be submitted to officers and officers be requested to implement this as soon as possible;
- (4) That Grant Thornton pursue the issue of a replacement sign and get costings for both a standard sign and a bespoke sign with the extra details of the charity status;

- (5) That the Friends of Mapledurham Playing Fields be thanked for their help and support with replacing the dead trees in the orchard;
- (6) That Grant Thornton request that, when the maintenance team carried out pothole patching work at the Playing Fields, they also looked at remedying the big drop in level next to kerb stones in the grass verge of the access road.

3. MAPLEDURHAM PLAYING FIELDS USERS REPORT

Nigel Stanbrook submitted a report as the representative of Users of Mapledurham Playing Fields and Pavilion, giving an update on activity over the previous few months. The report covered: an EFA consultation with users; the pavilion closure; the meetings of the Management Committee on 10 March 2016 and Policy Committee on 14 March 2016; and the EFA public exhibitions on the new school. The report had appended notes from the User Group meeting held on 27 January 2016.

With regard to the EFA public exhibitions on the school, the report stated that the general view of the user group representatives was that, with the pavilion excluded from the proposed school site location, there was nothing to prevent the Council now pressing ahead with the promised refurbishment and, in the first instance, getting on with the tender process. It stated that some members of Escape had reservations at this stage until details of the final EFA proposal were known.

Nigel Stanbrook reported on the question he had asked at the Policy Committee meeting on 11 April 2016, regarding the maintenance and refurbishment of the pavilion (Appendix 3 to the report in Item 2 above refers), saying that the Leader of the Council's reply had not answered his question, and Chris Brooks reported on the wording of the reply.

Nigel also reported on discussions with user representatives about why the existing money was not being used on pavilion refurbishment, and on discussions with EFA representatives at the EFA exhibitions, who he said had evaded detailed questions and had shown a lack of understanding of the users' concerns about the proposals. He reported that, following the discussions at the User Group meeting on 27 January 2016 about the Users' Representative role, he had been nominated to stand again as the Users' Representative, and at a meeting on 6 April 2016 had been unanimously voted in for another three years.

Nigel gave a verbal update on the latest situation with regard to accommodation for the user groups since the hall closure. He reported that Escape had lost some members because of their new location in the Warren, the Bridge Club were fed up having tried a number of venues, and WADRA had been unable to run the summer fundraising fete because of the hall closure, which had been a big disappointment. He also reported that a local Beaver group would like to come to use the playing fields and the changing rooms in the summer. It was noted that the group would need to liaise with the Parks department and Grant Thornton said that he did not know the booking situation but he expected that the department would try to accommodate the request around other users.

Councillor Ballsdon said that Caversham Trents FC had published their position on the Heights School proposal on Facebook, indicating that they were 'on the fence' pending the outcome of the EFA consultation, and wanted to see the EFA proposal before deciding whether or not to support it, and she noted that this was not reflected in the User Group report. Nigel Stanbrook said that that had not been their position in January 2016 as he understood it, but he did not know if it had changed since then. He said he would check on Caversham Trents FC's position with Daniel Mander and would email members of the Management Committee to clarify the position.

AGREED:

- (1) That the report and the position be noted;
- (2) That Nigel Stanbrook tell the Beaver group to liaise with the parks department regarding use of the playing fields and changing rooms over the summer;
- (3) That Nigel Stanbrook check with Daniel Mander on Caversham Trents FC's position on the EFA Heights School proposal and email members of the Management Committee to clarify the position.

4. DATE AND TIME OF NEXT MEETING

AGREED: That the next meeting be organised by email when needed.

(The meeting started at 6.30pm and finished at 7.36pm)

READING BOROUGH COUNCIL

REPORT BY DIRECTOR OF ENVIRONMENT AND NEIGHBOURHOOD SERVICES

TO:	HEIGHTS SUB-COMMITTEE		
DATE:	20 DECEMBER 2016	AGENDA ITEM:	5
TITLE:	MAPLEDURHAM PAVILION CONDITION AND DRAFT ACCOUNTS		
LEAD COUNCILLOR:	COUNCILLOR GITTINGS	PORTFOLIO:	CULTURE, SPORT AND CONSUMER SERVICES
SERVICE:	ECONOMIC AND CULTURAL DEVELOPMENT	WARDS:	MAPLEDURHAM
LEAD OFFICER:	BEN STANESBY	TEL:	0118 937 5071
JOB TITLE:	LEISURE AND RECREATION MANAGER	E-MAIL:	Ben.stanesby@reading.gov.uk

1. PURPOSE AND SUMMARY OF REPORT

- 1.1 To update the Committee on the current condition of Mapledurham pavilion.
- 1.2 To present last year's draft accounts to the Heights Sub-Committee prior to submission to the Charity Commission.

2. RECOMMENDED ACTION

- 2.1 That a decision is made on either refurbishing or replacing Mapledurham pavilion after both the implications of any proposals from the Education Funding Agency (EFA), or other parties, are considered and affordability established.
- 2.2 That the draft accounts are submitted to the Charity Commission by the Head of Cultural and Economic Development subject to auditing from the Accountancy Team and comments from the Management Committee considered.

3. POLICY CONTEXT

- 3.1 Reading Borough Council holds The Trust Land in its capacity as Charity Trustee. The object of the Charity is: "the provision and maintenance of a recreation ground for the benefit of the inhabitants of the Parish of

Mapledurham and the Borough of Reading without distinction of political, religious or other opinions."

- 3.2 The Sub-committee has delegated authority, with the support of the Officers, to discharge Reading Borough Council's functions as charity trustee of the Charity. The Sub-committee has a duty to make all decisions in what it considers to be the best interests of the Charity and in order to advance the object referred to above and any such decision must be in line with all relevant charity law and other legal restrictions. This duty applies in respect of the Sub-committee's consideration of the proposal submitted by the EFA.

4. THE PROPOSAL

Current Position

- 4.1 Mapledurham pavilion hall remains closed following a structural survey which identified significant deterioration requiring additional supports to stabilise the building. The changing rooms are still in use.
- 4.2 The pavilion is checked on approximately a 6 weekly basis by leisure staff with a more detailed assessment being made periodically by a structural engineer. An assessment by the engineer is currently underway.
- 4.3 There is a small roof leak in the pavilion roof which is being addressed by the Council's Property Services Team.
- 4.4 The Sub-committee's recommendation was that the refurbishment of the pavilion should be reviewed after the implications of proposal from the EFA or other parties are known.
- 4.5 The latest proposal from the EFA shows the school to one side of the pavilion. The pavilion will therefore be able to effectively serve the playing fields. To allow the Council to respond quickly following any decision relating to proposals affecting the playing fields, a review of costs and options to refurbish or partially rebuild the pavilion is being undertaken.
- 4.6 Work is required to address both the structural integrity of the walls and replace elements of the roof. It is likely the most cost effective solution remains the complete refurbishment or partial rebuilding of the pavilion. Repair of only the failing structural supports is unlikely to be a viable option.
- 4.7 The affordability of this work will not be known until this assessment is undertaken and the funding is limited to the £85K currently in the Council's capital programme. It is believed Warren and District's Residents Association's position remains that they are unwilling to release funds until any proposal from the EFA to build a school on the Playing Fields is rejected.

4.8 The draft accounts for 2015/16 are laid out in section 9 of this report. Following review by the Management Committee and subsequent auditing by the Accountancy Team these will be submitted to the Charity Commission.

5. CONTRIBUTION TO STRATEGIC AIMS

5.1 Leisure and Recreation services are a key contributor to producing a sustainable environment and economy within the Borough and to meeting the 2015-18 Corporate Plan objective for “Keeping the town clean, safe, green and active.”

5.2 Equal Opportunities:

5.2.1 Being mostly free to use and open every day, parks are particularly important to people with limited income and limited open space at home. There is little barrier to use, whether by ethnic origin, social background, physical or financial means. Consequently, parks and open spaces in general are the most frequently used Council service by choice.

5.2.2 Enhancements to the town’s leisure facilities will encourage greater and safer use by the local community. Access to improved local facilities is essential in order to provide everyone with an opportunity to improve their quality of life.

5.3 Sustainability Implications:

5.3.1 Parks and open spaces are a key contributor to a sustainable and healthy environment whilst encouraging an active and healthy lifestyle of those participating.

5.3.2 Well-designed and well-maintained public open spaces and leisure facilities contribute to social well-being and help reduce the fear of crime.

6. COMMUNITY ENGAGEMENT AND INFORMATION

6.1 Consultation with user groups will be required before any refurbishment works are undertaken.

7. EQUALITY IMPACT ASSESSMENT

7.1 Under the Equality Act 2010, Section 149, a public authority must consider whether the decision will or could have a differential impact on: racial groups; gender; people with disabilities; people of a particular sexual orientation; people due to their age; people due to their religious belief. Approval of the decisions to carry out any of the improvement work will not have a differential impact on any of the above.

7.2 An Equality Impact Assessment will be considered before any works are undertaken.

8. LEGAL IMPLICATIONS

8.1 These are contained within the report to the Sub-committee highlighting outlining the proposal from the EFA

9. FINANCIAL IMPLICATIONS

9.1 The costs of repairs and assessment of options is being funded through the Council's revenue budget.

9.2 Laid out below are the accounts for 2015/16

Mapledurham Playing Fields
Income and Expenditure Account
Year Ended 31st March 2016

		2015/16	2014/15
Expenditure			
Grounds Maintenance	Scheduled	20,504	20,261
	Playground works	2,328	1,435
Building Maintenance	Programmed	630	852
	Reactive Repairs	4,594	5,786
	Insurance	333	196
Utilities	Water	527	682
	Electricity	563	835
	Gas	734	830
Cleaning	Building Cleaning	3,138	4,045
	Football cover	0	0
	Football renovations & supplies	5,167	5,107
	Commercial Waste Collection	815	815
	Capital Expenditure	-	9,218
	Fundraising Event - Costs	-	3,721
Rates	NNDR	439	429
	Total	£ 39,772	£ 54,212

Income			
	Football Hire	£ 2,000	£ 2,000

	Fundraising Event - reimbursement of costs	£ -	£ 3,720
	Parish Income	£ -	£ -
	Building Hire	£ 12,113	£ 11,212
	Tennis Lease	£ 1,265	£ 1,255
	Total	£ 15,378	£ 18,187

Net Subsidy from Reading Borough Council

£ 24,394	£ 36,025
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10. BACKGROUND PAPERS

READING BOROUGH COUNCIL

REPORT BY HEAD OF LEGAL AND DEMOCRATIC SERVICES AND CHIEF VALUER

TO:	MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE		
DATE:	20 DECEMBER 2016	AGENDA ITEM:	6
TITLE:	REVISED PROPOSAL FROM THE EDUCATION FUNDING AGENCY		
LEAD COUNCILLORS:	COUNCILLOR EDWARDS	PORTFOLIO:	MAPLEDURHAM PLAYING FIELDS CHAIR OF TRUSTEES
SERVICE:	TRUSTEE OF CHARITY	WARDS:	MAPLEDURHAM
LEAD OFFICER:	BRUCE TINDALL CHRIS BROOKS	TEL:	0118 937 2594 0118 937 2602
JOB TITLE:	CHIEF VALUER HEAD OF LEGAL AND DEMOCRATIC SERVICES	E-MAIL:	bruce.tindall@reading.gov.uk chris.brooks@reading.gov.uk

1. PURPOSE AND SUMMARY OF REPORT

- 1.1 Further to Minute 5 of the Heights free School Sub-Committee's meeting on 11 October 2016, this report advises the Sub-Committee of a revised proposal which has been received from the Education Funding Agency (EFA) in respect of the acquisition of part of Mapledurham Recreation Ground (the Ground) for the purpose of building a new school for The Heights Free School.
- 1.2 This Sub-Committee has delegated authority, with the support of Officers, to discharge the Council's functions as sole charity trustee of the Recreation Ground Charity at Mapledurham (the Charity), and has a duty to make all decisions in what it considers to be the best interests of the Charity in order to advance its charitable objects. Therefore, any decision made in respect of the EFA proposal must be in line with all relevant charity law and other legal restrictions.
- 1.3 The EFA's revised proposal is that the Secretary of State for Communities and Local Government (acting by the EFA) will acquire a 125 year lease of 1.231 acres of land at the Ground. This area is shown on the attached plan (Appendix 1) and is outlined in red.
- 1.4 The revised EFA proposal is reflected in heads of terms (Heads of Terms) which have been discussed by Officers and the EFA since the last meeting on 11 October 2016. The Heads of Terms are subject to contract, are not legally binding and are set out at Appendix 2.
- 1.5 The revisions made by the EFA to the proposal considered by the Sub-Committee in October 2016 are as follows:
- The larger area within which the EFA proposed the school should be located has been removed.
 - The consideration is no longer split between land and another payment - but is a single lease premium of £1.36m

- The basic terms for a Community Use Agreement in relation to car parking, and the use of facilities (including a MUGA) are referred to in the Heads of Terms.
 - The Heads of Terms also clarify the position in relation to the use of the existing car park which would be retained by the Charity.
 - Clarification on the vehicular access route into the site, including leaving a route for emergency vehicles
- 1.8 Attached at Appendix 3 is an independent valuer's report prepared by Bruton Knowles relating to the EFA proposal and the Heads of Terms (the Property Report).
- 1.9 Attached at Appendix 4 is a report prepared by the Council's Leisure and Recreation Manager (the Amenity Report) on the impact of the EFA's proposal on the amenity value of the Ground.
- 1.10 Attached at Appendix 5 is a report on the position in relation to the proposal made by Fit4All which was previously considered by this Sub-Committee at their meeting on 11 October 2016 (the Fit4All Report).
- 1.11 The following documents are attached:
- Appendix 1 - Revised plan showing boundary change to site (Page 30)
 - Appendix 2 - Heads of Terms (with a draft lease attached) (Page 31)
 - Appendix 3 - The Property Report (page 71)
 - Appendix 4 - The Amenity Report (page 104)
 - Appendix 5 - The Fit4All Report (page 111)

2. RECOMMENDED ACTION

- 2.1 That the Heads of Terms and revised plan, at Appendices 1 and 2, be noted.
- 2.2 That the Property Report at Appendix 3 be noted.
- 2.3 That the Amenity Report at Appendix 4 be noted.
- 2.4 That the Fit4All Report be noted.
- 2.3 That the Sub-Committee resolves that EITHER:
- (A) Taking into account the Property Report, the Amenity Report and the legal advice and other information set out in this report, the EFA offer as it has currently been articulated in the Heads of Terms is not in the best interests of the Charity (i.e. because it does not enhance the amenity value of the Ground) and should not therefore be proceeded with any further; OR
- (B) Taking into account the Property Report, the Amenity Report and the legal advice and other information set out in this report, the EFA's offer is, subject to contract, capable of being in the best interests of the Charity (i.e. because it is considered to be capable of enhancing the amenity value of the Ground) and should therefore be pursued in line with the Heads of Terms, subject to any conditions recommended by Officers and which are adopted by the Sub-Committee (and any other conditions the Sub-Committee thinks are appropriate and necessary)

- 2.4 If the Sub-Committee resolves in line with 2.3(B) above, that this is subject to the EFA providing an additional undertaking in respect of the Charity's costs.
- 2.5 If the Sub-Committee resolves in line with 2.3(B) above, that the Sub-Committee resolves that Officers should be instructed to:
 - (i) Implement a consultation with the Charity's beneficiaries and Management Committee, as anticipated by the Heads of Terms.
 - (ii) Consult with the Charity Commission, as anticipated by the Heads of Terms.
- D That the Fit4All Report is noted and any further progress in relation to the Fit4All proposal made by the Mapledurham Playing Fields Foundation is reported to the Sub-Committee, in line with Officers' recommendations.

3. POLICY CONTEXT

- 3.1 Reading Borough Council holds the Ground in its capacity as charity trustee of the Charity. The Charity is registered with (and therefore regulated by) the Charity Commission. The charitable object of the Charity is:

"the provision and maintenance of a recreation ground for the benefit of the inhabitants of the Parish of Mapledurham and the Borough of Reading without distinction of political, religious or other opinions."

The beneficiaries of the Charity, therefore, are the inhabitants of the Parish of Mapledurham and the Borough of Reading. The Ground is an asset of the Charity and is held "in specie" i.e. specifically in order to advance the Charity's object.

- 3.2 The Sub-Committee has delegated authority, with the support of the Officers, to discharge Reading Borough Council's functions as charity trustee of the Charity. The Sub-Committee has a duty to make all decisions in what it considers to be the best interests of the Charity and in order to advance the object referred to above and any such decision must be in line with all relevant charity law and other legal restrictions. This duty applies in respect of the sub-committee's consideration of the proposal submitted by the EFA which is referred to in paragraph 4 below.
- 3.3 At its meeting on 10 July 2016 this Sub-Committee resolved:
 - (1) That the EFA's original proposal be considered in more detail, with the benefit of independent professional property and legal advice with a view to deciding whether to accept or reject the offer;
 - (2) That further meetings of the Sub-Committee be arranged to consider these matters in public, with independent legal and property advice; and
 - (3) That Officers seek confirmation from the EFA that it will meet the cost of obtaining independent legal and property advice for the purpose of reaching an informed decision on its proposal.
- 3.4 With regard to (3) above, the EFA have agreed to instruct their solicitors to provide an undertaking to meet the cost of obtaining legal and property advice up to an agreed maximum of £20,000 plus VAT in respect of the Charity's legal costs; and up to £7,500 plus VAT in respect of the Charity's property costs. The EFA has agreed to discuss the costs position further. The Sub-Committee should take this position into

consideration when reviewing the Heads of Terms and the Property Report (see in particular section 10).

3.5 At its meeting on 11 October 2016 this sub committee resolved as follows:

- (1) That the EFA's revised offer, at Appendix 2 to the report, be received;
- (2) That the EFA be informed that there is a lack of clarity within its proposals which results in the members of the Sub-Committee being asked to make a decision without full facts of the effect of the proposal on the Ground, in particular concerning the location of the 1.231 acres that it is proposed to be transferred for the school site, and its impact on the playing areas and sports pitches at the Ground;
- (3) That notwithstanding this unsatisfactory circumstance, the Sub-Committee is satisfied that, in principle and without creating any binding legal commitment, the EFA's revised offer is capable of being in the best interests of the Charity (i.e. because it is considered to be capable of enhancing the amenity value of the Ground) and accordingly advises the EFA that they are prepared to continue to discuss the revised proposal, subject to the EFA:
 - (i) Clarifying the location of its 1.231 acre site at the earliest opportunity.
 - (ii) Seeking planning consent for its proposed development on the Ground in consultation with the Sub-Committee on the likely effect of the various design options upon the amenity value of the Ground, so that the planning application that is submitted is acceptable to the Sub-Committee.
- (4) That, subject to the EFA carrying out the actions identified in resolution (3) above, the Sub-Committee shall:
 - (i) Obtain and consider a report from Bruton Knowles pursuant to section 117 Charities Act 2011, which should also address the amenity value of the Ground in respect of (and as a consequence of) the EFA proposal (including in particular any enhancement of the amenity value attributable to the EFA proposal).
 - (ii) Consult with the public and the Charity's Management Committee on the basis set out in section 8 of the report.
 - (iii) Consult with the Charity Commission on the basis set out in section 8 of this report.

4. THE CURRENT POSITION

4.1 Revisions to the EFA proposal

Since your last meeting, Officers have been in contact with the EFA regarding their proposal and the EFA have now provided the Heads of Terms.

The key areas of change in respect of the EFA proposal which was considered by the Sub-Committee at its last meeting on 11 October 2016 are as follows:

4.1.1 The actual area which is required

The EFA has confirmed that the extent of the fenced area for the school is 1.231 acres. The previous requirement for the flexibility to build the school within a larger 2.7 acre site has been removed.

4.1.2 Access to the proposed school site

The EFA has advised that the school would use the existing access way to service the site from Upper Woodcote Road and that it will improve the condition of the access to at least "highways grade". The school will contribute to the cost of maintaining the access.

The actual design of the access will form part of the planning application, but from the Charity's perspective will provide an enhanced access way. Lighting and safety issues will be considered by the Local Planning Authority as part of the planning process.

4.1.3 Other rights for the Charity

The Heads of Terms would enable the school to connect to service media on the Charity's retained land but the Charity will benefit from any improved services.

The Charity will also have reciprocal rights to connect into services at the school.

4.1.4 The sum of £1.36M

This will be ring-fenced for use by the Charity. However the EFA has decided that the new school will require access to a pitch to carry out its curriculum and that the school will pay a nominal charge; and the EFA has also advised that whilst the sum of £1.36m is available for the Charity, it is also subject to the Charity upgrading a pitch to enable the school to use it. The school will also contribute to its shared use of the enhanced sports pitch.

4.1.4 Community Use of School Hall and MUGA

The EFA has confirmed that the school will allow the proposed MUGA and school hall to be used by the community outside school times/terms. The key terms are set out in the Heads of Terms and will be reflected in the Community Use Agreement. In addition the EFA will upgrade the existing car park (outside the 1.231 acre site) and contribute to the cost of its maintenance.

4.1.5 Building Works

The EFA has not asked for any additional land during the building works and it is therefore considered that any site compound will be contained within the school boundary. In the event that land is required outside the school site then a licence to occupy for a short period would be required, subject to payment of a reasonable licence fee - this does not constitute a disposal for which the Charity Commission's consent or a surveyor's report would be required.

4.1.6 Conditions

The Heads of Terms provide that a legally binding contract for the grant of a lease will not be entered into unless and until:

- The beneficiaries of the Charity and the Charity's Management Committee have been consulted with (in line with the decision in (4)(ii) above).
- The Charity Commission has been consulted (in line with the decision in (4)(iii) above) and the Commission's consent has been obtained.
- A Community Use Agreement (as contemplated by the Heads of Terms) has been agreed.
- The Sub-Committee has given its final approval for the contract to be entered into.

There is a further condition to the grant of the lease, which is that the EFA obtains planning permission for the school.

4.1.7 Planning approval

The Heads of Terms require the EFA to submit their application for planning permission in respect of the school to the Sub-Committee for approval in respect of any issues which affect the amenity value of the Ground. This is in line with decision (3)(ii) above.

4.2 Other Updates

4.2.1 Advisors

The EFA has confirmed that it will pay the Charity's legal and surveyor's fees up to a maximum of £20,000 plus VAT in respect of the Charity's legal costs and up to £7,500 plus VAT in respect of the Charity's property costs whether the matter reaches completion or not. Further costs will be incurred if the EFA proposal proceeds.

The Trustees have appointed Bruton Knowles, following a competitive process, to advise on the following:

- Reviewing the offer/heads of terms made by the EFA.
- Providing strategic advice and negotiate the offer made by the EFA.
- Providing a report in compliance with The Charities (Qualified Surveyors' Reports) Regulations 1992 for the consideration of the Sub-Committee to enable a decision to be made on whether the proposed disposal is in the best interests of the Charity.
- Providing a report on the amenity value of the part of the Ground which would not be purchased by the EFA to enable the Sub-Committee to assess the scope for advancing the Charity's objects (and its beneficiaries) if the Sub-Committee were to accept the EFA's offer, compared with the amenity value of the Ground if the EFA's offer is not accepted.
- Attending meetings of the Sub-Committee and beneficiaries to answer questions on the proposed disposal.

5. DECISION

- 5.1 In line with the duty to act in the best interests of the Charity mentioned above, the Sub-Committee is asked to consider and decide on the most appropriate response to the EFA proposal (as reflected in the Heads of Terms) at this stage.

5.2 The Sub-Committee should refer to paragraph 8, and in particular paragraph 8.3, in respect of the decision you are being asked to make in respect of the EFA proposal.

6. COMMUNITY ENGAGEMENT AND INFORMATION

6.1 In February and March 2016, the Council (as local education authority) undertook a public consultation exercise on behalf of, and at the request of, the EFA, in respect of five sites proposed by the EFA for the new The Heights Free School. The results of this consultation were handed to the EFA.

6.2 If the decision of the Sub-Committee is to proceed with the EFA's proposal, the Council, as trustee of the Charity, will need to undertake the following consultation:

(1) Under section 121 of the Charities Act 2011, the Sub-Committee should give public notice of any proposal to dispose of part of the Ground and invite representations from the public which it should then consider before taking any final decision. This consultation should allow for at least 1 month during which representations can be made, but Officers recommend that a period of 6 to 8 weeks would be appropriate.

(2) Officers also recommend that the Sub-Committee should consult with the members of the Charity's Management Committee in relation to any proposal. This consultation should be carried out during the period of public consultation.

6.3 As indicated at section 8.6 of this report, the Charity Commission should also be consulted in relation to the EFA's proposal.

7. EQUALITY IMPACT ASSESSMENT

7.1 Under the Equality Act 2010, Section 149, a public authority must consider whether the decision will or could have a differential impact on: racial groups; gender; people with disabilities; people of a particular sexual orientation; people due to their age; people due to their religious belief.

7.2 An Equality Impact Assessment will be carried out when the consultation with the Charity's beneficiaries and Management Committee has been carried out.

8. LEGAL IMPLICATIONS

8.1 As indicated earlier in this report, the Sub-Committee has been delegated the power to consider the EFA proposal by the Council acting in its capacity as sole corporate trustee of the Charity.

8.2 The principal duty owed by the Council (and therefore the Sub-Committee) in relation to consideration of the EFA proposal is whether it is in the best interests of the Charity and its beneficiaries. Because the Ground is held "in specie" for the purposes of recreational use by the Charity's beneficiaries, the duty owed in relation to a decision to dispose of part of the ground by way of a lease for use by the school is effectively to decide whether or not the EFA proposal will (or will not) enhance the amenity value of the Ground for the Charity's beneficiaries, taking into account both the loss of amenity value for the beneficiaries attributable to the disposal of part of the Ground to be used by the school, and whether the EFA proposal (and in particular the price it has offered) will enable the amenity value of the part of the Ground which is not sold for the purposes of the school to be enhanced.

- 8.3 This Sub-Committee is being asked to make a decision regarding whether to reject the proposal from the EFA or to proceed to dispose of part of the Ground by way of a grant of a lease on the basis reflected in the Heads of Terms. The decision for the Sub-Committee is therefore whether they now consider:
- (1) That, taking into account the Property Report, the Amenity Report and the legal advice and other information set out in this report, the EFA offer as it has currently been articulated in the Heads of Terms is not in the best interests of the Charity (i.e. because it does not enhance the amenity value of the Ground and should not therefore be proceeded with any further (Option (A)); or
 - (2) That, taking into account the Property Report, the Amenity Report and the legal advice and other information set out in this report, the EFA's offer is, subject to contract, capable of being in the best interests of the Charity (i.e. because it is considered to be capable of enhancing the amenity value of the Ground) and should therefore be pursued in line with the Heads of Terms, subject to any conditions recommended by Officers which are adopted by the Sub-Committee (and any other conditions the Sub-Committee thinks are appropriate and necessary) (Option (B)).
- 8.4 The Sub-Committee should take into account that there is a specific requirement under the Charities Act 2011 (section 117) which means that the Sub-Committee could not decide to enter into any legally binding agreement to sell part of the Ground for the purposes of the school without having first either obtained the consent of the Charity Commission or having obtained a report on the proposed disposition from a qualified surveyor and that, having considered that report, being satisfied that the terms of the sale are the best which are reasonably obtainable for the Charity. The Property Report addresses this requirement, as well as addressing the amenity value of the part of the Ground which would not be purchased by the EFA, taking into account the proceeds of sale available to the Charity. The Sub-Committee should note that, for the reasons set out in the Property Report, Bruton Knowles do not advise that the grant of a lease in line with the Heads of Terms should be advertised.
- 8.5 There is also a specific requirement under the Charities Act 2011 (section 121) in relation to "specie" land that any proposal to dispose of it must be notified and any representations received in response are considered. This requirement applies to the Charity. Any disposal of the Ground must therefore be subject to this process of consultation. This provision will be relevant in due course if the Sub-Committee decides to pursue Option (B).
- 8.6 The Sub-Committee should also take into account that the Council (as trustee) does not have an express power to sell any part of the Ground unless the proceeds of sale are used to purchase replacement property with an equivalent or enhanced amenity value (which is not proposed by the EFA) or, in line with the Charity Commission's own guidance, if the disposal is of only a small proportion of the Charity's land that will not affect its ability to carry out its charitable recreational object (when the Charity may be able to dispose of the land using the statutory power of disposal under the Trusts of Land (Appointment of Trustees) Act 1996). The Charity Commission will therefore need to authorise a disposal of part of the Ground for use by the school, unless the Commission accepts that the part of the Ground being disposed of is "small" and will not affect the Charity's ability to carry out its object. In either case, therefore, the Charity Commission must be consulted in relation to any proposal to dispose of part of the Ground and will expect that to have happened before any final decision to dispose of part of the Ground to the EFA is taken by the

Sub-Committee. Again, this is relevant if the Sub-Committee decides to pursue Option (B).

8.7 In reaching the decision referred to in section 8.3 above, the members of the Sub-Committee have a number of obligations:

- (1) They must act in good faith and exclusively in the interests of the Charity i.e. in a way which they honestly believe to be in the Charity's best interests.
- (2) They must act within their powers (as explained in section 8.6 above, the Charity Commission will need to be consulted in relation to this should the Sub-Committee be minded to pursue Option (B) and may need to authorise any disposal).
- (3) They must ensure that they have any legal, property or other advice they consider is required in order to inform and support their decision-making. The Sub-Committee should have regard to this report (including the legal advice set out in it), the Appendices to this report, the Property Report and the Amenity Report. The Sub-Committee should also consider whether there is any other or further advice they believe is required before making a decision.
- (4) They must ensure that they are adequately and properly informed and have all relevant information.
- (5) They must ensure that they take into account all relevant factors. Such factors will only relate to the Charity and its ability to advance its charitable, recreational object. Such relevant factors include:
 - The risks associated with the EFA proposal and, in particular, whether a decision to dispose of part of the Ground will negatively impact on the Charity's ability to advance its charitable, recreational object.
 - The benefits associated with the EFA proposal and, in particular, whether a decision to dispose of part of the Ground will positively impact on the Charity's ability to advance its charitable, recreational object (and, if so, whether this outweighs any negative impact and can be justified in the best interests of the Charity).
 - Whether progressing the EFA's proposal in line with Option (B) above will incur any cost for the Charity.
 - The Charity Commission's guidance on public benefit, which is relevant to decisions taken by charity trustees:
<https://www.gov.uk/government/publications/public-benefit-the-public-benefit-requirement-pb1/public-benefit-the-public-benefit-requirement>
- (6) They must not take into account any irrelevant factors. In particular, the Sub-Committee must not take into account the interests of the Council as local education authority or planning authority, nor any interest that the public will or may have in the provision of education to local children (including the results of the public consultation previously carried out the Council as local education authority at the behest of the EFA).
- (7) They must manage conflicts of interest. The Sub-Committee has been established with delegated powers in order to manage the potential conflicts of duty that may otherwise arise for members and officers of the Council in relation to the Charity and the EFA's proposal. Any role played by any member of the Sub-

Committee which may relate to the Charity in any other respect or may conflict with their role as a member of the Sub-Committee should be declared at the outset of the Sub-Committee meeting.

(8) They must make a decision that falls within the range of decisions a reasonable trustee body could make. This is in line with the Charity Commission's guidance on decision-making.

8.8 Each of these considerations is set out in more detail in the Charity Commission's guidance on decision-making by charity trustees (CC27). This makes it clear that some of these factors are inter-related e.g. a member of the Sub-Committee who takes into account the interests of the Council as local education authority is unlikely to be acting in good faith and solely and exclusively in the best interests of the Charity. The Commission's guidance is available here:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/476870/CC27.pdf

8.9 The same (or similar) considerations to those outlined above in section 8 will apply to any subsequent decision by the Sub-Committee to enter into a binding agreement with the EFA to grant a lease of part of the Ground for the purposes of the school. As indicated above, the decision Officers consider the Sub-Committee should make at this stage is whether or not, in the light of the information which is available at this stage, the EFA proposal is capable of being in the best interests of the Charity (i.e. because it is considered to be capable of enhancing the amenity value of the Ground) and should therefore be pursued, subject to the conditions recommended by Officers.

8.10 In reaching a decision, Officers recommend that the Sub-Committee take into account in particular the financial implications referred to in section 9 below (including the recommendation in relation to costs).

9. FINANCIAL IMPLICATIONS

9.1 The EFA proposal includes a financial offer to pay a lease premium of £1.36M.

9.2 The lease premium will belong to the Charity and must be applied solely and exclusively to meet the charitable, recreational object of the Charity. An understanding of how those funds could be applied is therefore an intrinsic part of assessing whether the EFA proposal (and in particular the price it has offered) will enable the amenity value of the part of the Ground which is not sold for the purposes of the school to be enhanced (as referred to in section 8.3 above).

9.3 The Amenity Report comments on how the funds received from the EFA could be applied in order to enhance amenity value. Officers do not consider that it would be appropriate for the Sub-Committee to determine at this meeting how the funds should be applied, because this is something that (if Option B is pursued) they consider should be consulted upon with the Charity's beneficiaries as part of the wider consultation on the EFA's proposal that should be carried out and considered by the Sub-Committee prior to any exchange of contracts with the EFA.

9.4 Officers therefore recommend that, if Option B is pursued, the question of how the funds should be applied is considered by a future meeting of this sub-committee. The decision for this meeting is whether the Sub-Committee is satisfied that the lease premium will enable the amenity value of the part of the Ground which is not sold for the purposes of the school to be enhanced (as referred to in section 8.3 above),

albeit that the specific activities that take place will need to be confirmed in due course.

- 9.5 The Sub-Committee is asked to note in particular the position in relation to the professional legal and property costs that will be incurred if Option B is pursued. The Charity has very limited funds available to it to meet costs of this kind. The undertaking made by the EFA to date is not considered to be sufficient to meet all the costs that will be incurred. Without a further undertaking, any costs would need to be met from the lease premium (which will have an impact on the extent to which the amenity value of the Ground can be enhanced). The Charity would also be at risk in relation to the costs if a lease is not ultimately granted, so that no premium is received. The EFA has indicated (as reflected in the Heads of Terms) that it is willing to discuss a further undertaking in relation to costs.
- 9.6 Officers recommend that any decision to pursue Option B should therefore be subject to the EFA providing an additional undertaking in relation to costs in order to mitigate against these risks to the Charity.
- 9.7 The Sub-Committee should note that, as local authority, Reading Borough Council has committed £85,000 of section 106 monies to the refurbishment of the Pavilion. The Warren and District Residents Association (WADRA) has indicated that it has £100,000 available to enhance the facilities at the Ground, but that it will not make these funds available if the EFA proposal proceeds.

10. Fit4All

- 10.1 The Sub-Committee should note the content of the Fit4All Report in their consideration of the EFA's proposal. As will be apparent from the Fit4All Report, there are outstanding issues which need to be clarified by the Trustees and Reading Borough Council as leisure provider and the Mapledurham Playing Fields Foundation (MPFF).
- 10.2 Officers recommend that any further information which is available in relation to MPFF's proposal should be taken into account in respect of their consideration of the EFA's proposal (if this proceeds, in line with Option B).

11. BACKGROUND PAPERS

- 11.1 Appendix 1 - Revised plan (page 30)
- 11.2 Appendix 2 - Heads of Terms (with a draft lease attached) (page 31)
- 11.3 Appendix 3 - The Property Report (page 71)
- 11.4 Appendix 4 - The Amenity Report (Page 104)
- 11.5 Appendix 5 - The Fit4All Report (Page 111)

Proposed Site Plan

- KEY**
- DEVELOPMENT SITE BOUNDARY (1.23 ACRES)
 - EMERGENCY SERVICES ROUTE
 - VEHICULAR ACCESS INCLUDING CONSTRUCTION VEHICLES
 - PROPOSED SCHOOL BLOCK
 - HARD PAVING
 - SOFT LANDSCAPING
 - EXISTING TREES
 - VISITORS ENTRANCE
 - RECEPTION/KS1 ENTRANCE
 - KS2 ENTRANCE
 - SERVICES/COMMUNITY ENTRANCE



DRAFT HEADS OF TERMS: LEASEHOLD ACQUISITION

125 YEAR LEASE AT PEPPERCORN WITH PREMIUM

SUBJECT TO CONTRACT

Note: Although these heads of terms are not intended to be legally binding, once agreed, they will be distributed within the Department for Education and will inform the production of a number of documents between the school and the Secretary of State. It will therefore not be possible to agree variations to the commercial terms set out below once the heads of terms are agreed between the parties. In addition, a number of the provisions relate to policy requirements of the Department. Any derogations from the heads of terms would be considered on a case by case basis and the terms of other transactions would not necessarily be relevant.

1. **Landlord** Reading Borough Council acting in its capacity as sole managing trustee of the Recreation Ground Charity (registered charity number 304328) (the "Charity") at Mapledurham, Berkshire (and, to the extent necessary or relevant, the Official Custodian for Charities, which holds legal title to the Recreation Ground at Mapledurham, Berkshire)
2. **Landlord's Agent** Ian Mercer, Bruton Knowles
3. **Landlord's Solicitor** Jessica Booz, Veale Wasbrough Vizards LLP
4. **Tenant** THE SECRETARY OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT, 4th Floor, Fry Building, 2 Marsham Street, London, SW1P 4DF
5. **Tenant's Agent** David Roberts, JLL
6. **Tenant's Solicitor** Trowers & Hamblins LLP of 3 Bunhill Row London EC1Y 8YZ marked for the attention of Sangita Unadkat SUnadkat@trowers.com
7. **Property** 1.23 acres at Mapledurham Playing Fields, Woodcote Road, Caversham, Reading RG4 7EZ

A plan is attached showing the Property outlined in red

Note that the lease includes part only of the Landlord's ownership
8. **Form of Lease** EFA Model Free School Lease (in the form attached to these Heads of Terms)

Amended only in accordance with the agreed Heads of Terms

- 9.1 The Tenant may assign the lease to an Academy or proposed proprietor of an Academy without consent
9. Assignments, Underleases and Sharing Possession
- 9.2 Underletting
The Tenant can underlet the whole or part of the Property for terms of less than 10 years without Landlord's prior written consent and for longer terms with Landlord's prior written consent not to be unreasonably withheld or delayed
- 9.3 Sharing
The Tenant can share occupation of the Property with another Academy or proposed proprietor of an Academy or with any body or organisation providing services or facilities which are within the permitted use provided that no relationship of landlord and tenant is created
10. Tenant's Rights
- 10.1 The Tenant will have an appropriate pedestrian and vehicular right of access to its site, including for construction traffic (subject to formal licence being granted)
- 10.2 The Tenant will have the right to connect into service media on the Landlord's retained land, provided that if any improved services are required (or capacity increased) the Landlord can benefit from these improved services.
- 10.3 The Tenant will have the right to use the Landlord's retained car park for drop off/pick up purposes only between 7.30am and 9am and 3pm and 6pm during term time, subject to a Community Use Agreement
- Please note that all school staff parking will be within the Tenant's demise. Also use of the car park for drop off/pick up will be minimised as far as possible through the schools Travel Plan
- 10.4 The Tenant will have the right to use an enhanced sports pitch on the Landlord's retained land during school hours/term time, subject to a Community Use Agreement
- 10.5 Any specific rights required in relation to the Property which may need to be provided for in the lease as identified and agreed between the parties as necessary following completion of due diligence and as required by the Community Use Agreement

11. Landlord's Rights Reserved	<p>The community will be able to access the Tenant's school hall, new MUGA and car park outside of school hours/term time, subject to a Community Use Agreement (please refer to the note at the end of these heads of terms)</p> <p>Reciprocal rights to connect into services at the Property, at the Landlord's cost.</p>
12. Term	The lease will be for a term of 125 years beginning on the date on which the lease is completed
13. Rent	The rent under the lease will be one peppercorn per annum
14. Premium	Premium payable = £1,360,000 (one million, three hundred and sixty thousand pounds) upon completion of the lease.
15. Tenant's Break Clause	The Tenant will have the right to break the lease at the end of the 5th year of the term and every 5 years thereafter. To exercise the right to break the Tenant must give the Landlord 6 months' prior written notice. The break right is conditional on the Tenant returning the Property free of occupational interests and charges and in accordance with the repairing obligations under the lease.
16. Maintenance	<p>16.1 The Tenant will contribute towards its shared use of the access, Landlord car park and enhanced sports pitch. The amount will be calculated as a fair proportion of the total maintenance expenditure based on usage</p> <p>16.2 An appropriate annual maintenance cap to be agreed, to include if appropriate a sinking fund</p>
17. Charging	The Property can be charged to the DfE without Landlord's consent or otherwise, with the Landlord's prior written consent not to be unreasonably withheld or delayed
18. Early Access	<p>18.1 The Landlord will permit the Tenant to access the site prior to exchange of contracts and/or following exchange of contracts for the purposes of undertaking survey work</p> <p>18.2 The terms of the access will be as follows:- (a) The Tenant to provide reasonable prior notice to the Landlord to which the Landlord will need to consent (such consent not to be unreasonably withheld or delayed)</p>

- (b) the Tenant to make good any damage it causes to the reasonable satisfaction of the Landlord
- (c) subject to a formal licence being entered into.
- (d) subject to a reasonable licence fee being paid. If the value of the licence and its impact on the amenity value of the Property is nominal, then the licence fee would be nominal.

- | | | |
|---|------|--|
| 19. Exchange & Completion | 19.1 | The parties will endeavour to exchange contracts by the end of March 2017 |
| | 19.2 | Completion will take place following satisfaction of all the conditions precedent for completion though the Tenant will be permitted to elect to complete earlier at its discretion. |
| | 19.3 | The Agreement for Lease will permit the Tenant to assign the Agreement for Lease to another school trust prior to completion without Landlord's consent being required |
| 20. Conditions Precedent for Exchange of Contracts | | Exchange of Contracts will be conditional upon:- |
| | 20.1 | Satisfactory completion of title investigation by the Tenant |
| | 20.2 | Receipt of satisfactory survey results by the Tenant |
| | 20.3 | Consultation by the Landlord with the beneficiaries of the Charity and the Management Committee of the Charity in relation to the proposed grant of the lease |
| | 20.4 | The consent of the Charity Commission for England and Wales to the grant of the Lease (without an appeal being made during the relevant appeal period) |
| | 20.5 | Landlord and Tenant approval |
| | 20.6 | The Landlord and Tenant agreeing a Community Use Agreement in relation to use of the Landlord and Tenant facilities |
| 21. Conditions Precedent for Completion | | Completion will be conditional upon:- |
| | 21.1 | Tenant obtaining planning permission (without a challenge being made during the JR period) for a new build 2FE primary school with appropriate pedestrian and vehicular access upon terms acceptable to the Tenant provided that the Landlord will approve the planning application before it is submitted in respect of the build area, access route and construction traffic plan and such other issues as shall in the Landlord's opinion acting reasonably have any effect upon the amenity value of the land retained by the Landlord as trustee of the Charity, such approval not to be unreasonably delayed (and in relation only to issues of amenity value specifically referred to in these Heads of Terms, such |

approval not to be unreasonably withheld) . The Tenant will apply for that planning permission and pursue that application with due diligence.

21.2 In the event that the planning application is refused and/or is subject to onerous conditions so as not to amount to an acceptable planning permission, the Tenant may appeal

21.3 The long-stop date for the satisfaction of the condition will be 24 months from the date of the Tenant's planning application

22. Costs

The Landlord's reasonable and proper legal and property costs (up to £27,500 excluding VAT) in relation to this transaction will be met by the Tenant. An additional undertaking in relation to the Landlord's costs will be subject to further discussion with the EFA (on behalf of the Tenant). In addition, should any access license be required, the Landlord's reasonable and proper legal costs in relation to these licenses will be met by the Tenant (up to a cap of £2000 excluding VAT per licence).

23. Use

The use permitted by the EFA Model Free School Lease

24. Landlord's Works

The Landlord will bring one of the pitches on its retained land up to Grass Pitch Quality Performance Standard, as adopted by Sports England. The School will be permitted to use that pitch at pre-agreed times during school hours / term time for a fee which equates to a reasonable proportion according to user of the costs of maintaining the pitch (see Clause 16 above) . The Tenant will be granted step-in rights by way of remedy for non-performance of this obligation.

25. Boundary treatment

The Tenant will provide and maintain a fence around its demise subject to the Landlord's approval of the size, style, design and placement of such a fence; such approval will only be required where in the Landlord's opinion (acting reasonably) it has an impact upon the amenity value of the land retained by the Landlord as trustee of the Charity (such approval not to be unreasonably withheld or delayed).

26. Shared access and Landlord car park

The Tenant will widen the shared access as required through the planning process and also improve the condition of the shared access to at least "highways grade" as required for delivery of the school and provide a tarmacadam finish to the Landlord's retained car park.

Note: Community Use Agreement

The Community Use Agreement will include provisions dealing with the following:

Making available the School hall for hire at reasonable times outside of school hours/term time at affordable rates;

Making available the School's car parking facilities for use by users of the Recreation Ground outside school hours/term time.

The School's MUGA will also be available for hire at affordable rates and at reasonable times outside of school hours/term time. The MUGA will include appropriate lighting (subject to planning);

The typical hours of operation for the school and its associated breakfast and after school clubs, which will help stagger the impact of arrival and departure times, will be 8am-6.30pm, Monday to Friday, for approx. 42 weeks of the year. Outside of these times, the school trust is willing to commit to the MUGA and the school hall being available for use by the community provided certain conditions are met. The full arrangements will need to be set out in a Community Use Agreement, but indicatively these could include:

To commit to appropriate terms and conditions of usage (typical community use agreements include things such as abide by appropriate health and safety legislation, insurance for the activities, agreed charges are paid etc.);

The type of usage and hours of operation do not contravene any planning conditions that may be imposed on the site/facilities e.g. late night usage, noise etc;

The full costs of the usage are met and contribute to the overall viability of the facilities e.g. if someone is needed to open and close the site late at night/weekends etc. these costs are met in full and it is possible to secure staff to undertake this work;

Facilities are returned in the appropriate state for school usage/the next user e.g. cleaning is paid for etc.

Community use agreements by schools are now common place. Sports England produce guidance on them at:

<http://www.sportengland.org/facilities-planning/planning-for-sport/planning-tools-and-guidance/community-use-agreements/>

In relation to charges, it is common place for schools to make distinctions in their charging regimes depending on the nature of the group, its ability to pay, the activity, the resourcing implications (e.g. cleaning, finding someone to open/close at the weekends) and an assessment of value to the community. It is also the case that costs will vary depending on days and hours of hire and resources to be used. This is because, for example, it is likely to cost more to employ someone to attend late evening at a weekend to open and close a venue etc. than say early evening during the week. We commit to engaging with the community about activities to be put on and the associated charging regime. The EFA and the school remain committed to contributing effectively to the community and fully plan for fees to be reasonable and relate to the ability of the group to pay any costs.

DATED _____ 20[]]

[LANDLORD]

and

[ACADEMY TRUST]

Draft - []]

LEASE

Property :- []]

Term :- [] years

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LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE¹

LR1.	Date of lease		201[] [Use following format eg 26 June 2006]
LR2.	Title number(s)	LR2.1	Landlord's title number(s):- [] [Insert title numbers(s) out of which this Lease is granted] OR [None]
		LR2.2	Other title number(s):- [] [Insert existing title number(s) (except for those specified in LR2.1) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made] OR [None]
LR3.	Parties to this Lease		[Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated]
	Landlord		[] [whose registered office is at] [of] [] (Company Registration Number [])
	Tenant		[] [whose registered office is at] [of] [] (Company Registration Number [])
LR4.	Property (referred to in the remainder of this Lease as the "Property")		<i>In the case of a conflict between this clause and the remainder of this lease then for the purposes of registration, this clause shall prevail</i> Please see the definition of "Property" in clause 1.1
LR5.	Prescribed statements etc		[None] OR [LR5.1 Statements prescribed under rules 179 (dispositions

¹ The provisions that follow designated with LR reference numbers are clauses prescribed by the Land Registry,

which must be inserted at the beginning of the lease. These cannot be amended/deleted, save in relation to site specific information which will be inserted at the time of negotiation of the lease. Where terms and expressions are not relevant to the body of the lease the word "None" will be inserted in the space underneath.

[LR5.1] in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003:-

[If this Lease includes a statement falling within LR5.1, insert here the relevant statement or refer to the clause, Schedule or paragraph of a Schedule in this Lease which contains the statement. See [PRESCRIBED STATEMENTS LRR 2003] for the wording of these statements]

[LR5.2] [This Lease is made under, or by reference to, provisions of:-

Leasehold Reform Act 1967

Housing Act 1985

Housing Act 1988

Housing Act 1996]

[Omit or delete those Acts which do not apply to this Lease]

LR6. Term for which the Property is leased

(referred to in the remainder of this Lease as the "Term")

[Include only the appropriate statement from the following options

NOTE:- The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003]

[From and including []

To and including []]

OR

[The term is as follows:-

[[number of years] from and including []]

LR7. Premium³

[None]

OR

[[] pounds (£[]) plus VAT of [] pounds (£[])]

LR8. Prohibitions or restrictions on disposing of this Lease

[Include whichever of the two statements is appropriate. Almost inevitably the first option will apply. Do not set out here the wording of the provision]

[This Lease contains a provision that prohibits or restricts dispositions]

³ This will not apply

OR

[This Lease does not contain a provision that prohibits or restricts dispositions]

LR9. Rights of acquisition etc

LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land:-

[None]

OR

[The right(s) referred to in [clause [] of] [[paragraph [] of] Schedule [] to] this Lease]

LR9.2 Tenant's covenant to (or offer to) surrender this Lease:-

[None]

OR

[The covenant referred to in [clause [] of] [[paragraph [] of] Schedule [] to] this Lease]

LR9.3 Landlord's contractual rights to acquire this Lease:-

[eg right of pre-emption]

[None]

OR

[The right(s) referred to in [clause [] of] [[paragraph [] of] Schedule [] to] this Lease]

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property

[None]

OR

[The restrictive covenant(s) contained in [clause [____] of] [[paragraph [____] of] schedule [____] to] this Lease]

LR11. Easements

LR11.1 Easements granted by this Lease for the benefit of the Property:-

[The easement(s) set out in Schedule 2 to this Lease]

OR

[None]

LR11.2 Easements granted or reserved by this Lease over the

Property for the benefit of other property

[The easement(s) set out in Schedule 3 to this Lease]

OR

[None]

**LR12. Estate rentcharge
burdening the
Property**

[None]

OR

[The rentcharge set out in [clause [] of] [[paragraph [] of] Schedule [] to] this Lease]

**LR13. Application for
standard form of
restriction**

[None]

OR

[Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, state who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in schedule 4 to the Land Registration Rules 2003. N.B. Do not use if the restriction is not in standard form; complete form RX1 instead]

[The Parties to this Lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number []]:-

no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT

LR14. Declaration of trust where there is more than one person comprising the Tenant

[If the Tenant is one person or body]

[Not applicable]

OR

[If the Tenant is more than one person, complete by deleting all inapplicable alternative statements]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants]

OR

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares]

OR

[The Tenant is more than one person. They are to hold the Property on trust [complete as necessary]]

THIS LEASE is made the day of 201[] BETWEEN:-

(1) [LANDLORD] of [] ("the Landlord"); and

(2) [ACADEMY TRUST] (Company No []) whose registered office is at [] ("the Tenant").

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Lease unless the context otherwise requires the following words and expressions shall have the following meanings:-

"Academy"	an Academy falling within the description contained in Section 1 (10) Academies Act 2010;
"Amenities"	drainage, water, gas, electricity, telephone and any other services or amenities of like nature;
"Break Date"	each of the 25 th , 50 th , 75 th and 100 th anniversaries of the date of this lease;
"Break Notice"	written notice to terminate this Lease;
"Conduits"	gutters, gullies, pipes, sewers, drains, watercourses, channels, ducts, flues, wires, aerials, cables, mains, cisterns, tanks and all other conducting media, together with all meters and other apparatus used in connection with them;
["Contaminated Land Regime"	the contaminated land regime under Part 2A of the Environmental Protection Act 1990 (as amended from time to time) and any statutory instrument, circular or guidance issued under it;]
"End Date"	the date that falls ninety (90) working days after the Funding Termination Date;
["Enforcing Authority"	the relevant regulator for the Property under the Contaminated Land Regime;]
["Environment"	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;]
"Environment Acts"	the Environmental Protection Act 1990, the Environment Act 1995, the Water Resources Act 1991, the Water Industry Act 1991 and any other Law or Laws of a similar nature in force at any time during the Term;
["Environmental Law"	all applicable laws, statutes, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes (as amended from time to time) in so far as they relate to the protection of the Environment;]
"Fixtures and Fittings"	all fixtures and fittings in or upon the Property to include plant and machinery, lifts, boilers, central heating, air conditioning,

lighting, plumbing, sanitary and sprinkler systems, [hardware and cabling of computer systems] and any other apparatus from time to time in or upon the Property;

"Funding Agreement"

- (a) an agreement pursuant to [Section 1 of the Academies Act 2010] made between (1) the Secretary of State and (2) the Tenant [supplemental to a Master Funding Agreement made between the same parties]⁴; and
- (b) any replacement or renewal of such agreement between the same parties and in substantially the same form; and
- (c) any replacement agreement made between the Tenant and the Secretary of State for Education (or the successor government body which assumes his functions for funding educational organisations of the Tenant's kind) and which provides funding for the Tenant in relation to the operation of educational services at the Property;

"Funding Termination Date"

the date that falls [thirty (30)] working days after the termination of the Funding Agreement;

["Hazardous Substances"

any material, substance or organism which, alone or in combination with others, is capable of causing harm to the Environment or which is likely to cause an actionable nuisance;]

⁴ These words are only relevant where the Authority and the Academy Trust have an existing Master Funding Agreement in place.

"Insured/Covered Risks"	<p>(a) Where the Tenant is not a member of the Risk Protection Arrangement fire, lightning, explosion, earthquake, storm, tempest, flood, subsidence, landslip, heave, impact, terrorism, bursting or overflowing of water tanks and pipes, damage by aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, labour disturbance and malicious damage and such other risks as the Tenant insures against from time to time; or</p> <p>(b) where the Tenant is a member of the Risk Protection Arrangement such risks as are covered by the Risk Protection Arrangement</p> <p>subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters or by the terms of the Risk Protection Arrangement, provided that if in respect of any period of time the Tenant is unable to effect insurance against any one or more of such risks or upon terms or at a premium which the Tenant considers reasonable or if the risks are not covered by the Risk Protection Arrangement where the Tenant is a member then during such period such risk or risks are deemed to be excluded from the definition of "Insured/Covered Risks";</p>
"Interest"	<p>interest at the rate of four per cent (4%) per annum above Lloyds TSB plc Base Rate for the time being in force (both before and after any judgment) such interest to be compounded with rests on the usual quarter days or if such Base Rate ceases to be published then at the rate of one per cent (1%) per annum above the rate at which the Landlord could reasonably borrow from time to time;</p>
"Landlord's Property"	<p>land and buildings including the Property [registered at the Land Registry under Title Number []] [comprised in the documents set out at Schedule 4];</p>
"Law"	<p>any statute or any order, instrument or regulation made under it or any notice or order issued by a government department the legislative making institutions of the European Union minister or local public regulatory or other authority;</p>
"Lease"	<p>this Lease as varied from time to time, together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it;</p>
"Outgoings"	<p>all present and future rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether parliamentary local or of any other description including capital or non-recurring and including any novel expenses);</p>
"Plan"	<p>the plan⁵ annexed to this Lease;</p>

⁵ Project specific amendment will be required to refer to numbered plan or plans

"Planning Acts"	the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term;
["Planning Agreement"	<p>an agreement or unilateral undertaking under section 106 of 106A of the Town and Country Planning Act 1990, under section 33 of the Local Government (Miscellaneous Provisions) Act 1982, under section 111 of the Local Government Act 1972, under section 38 and/or 278 of the Highways Act 1980 or under section 1 of the Localism Act 2011 or any other relevant statute or regulation which:</p> <p style="margin-left: 40px;">(a) may be required to be completed in a resolution (or through resolution of an officer through delegated powers) by a local planning or other relevant authority or authorities as a condition precedent to the grant of the planning permission; or</p> <p style="margin-left: 40px;">(b) is required to enable the Tenant's development works lawfully to be commenced and carried out;]</p>
"Premises Acts"	the Occupiers' Liability Act 1957, the Factories Act 1961, the Offices Shops and Railway Premises Act 1963, the Fire Precautions Act 1971, the Defective Premises Act 1972, the Health and Safety at Work etc Act 1974, the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term;
"President"	the President of the Royal Institution of Chartered Surveyors;
"Property"	the property described in [Part 1] Schedule 1;
"Reinstatement Value"	<p>the full cost of reinstating the Property including:-</p> <p style="margin-left: 40px;">(a) temporarily making the Property safe and protecting any adjoining structures;</p> <p style="margin-left: 40px;">(b) debris removal demolition and site clearance;</p> <p style="margin-left: 40px;">(c) obtaining planning and any other requisite consents or approvals;</p> <p style="margin-left: 40px;">(d) complying with the requirements of any Law;</p> <p style="margin-left: 40px;">(e) architects' surveyors' and other fees incurred by the Tenant in relation to the reinstatement;</p> <p style="margin-left: 40px;">(f) all construction costs;</p> <p style="margin-left: 40px;">(g) any VAT chargeable on any of the reinstatement costs (save where the Tenant is able to recover such VAT as an input in relation to supplies made</p>

by the Tenant);

"Relevant Secretary of State"	such secretary of state or Minister of the Crown as may be nominated by the Secretary of State to take an assignment of this Lease;
"Rent"	a peppercorn;
["Retained Land"	the adjoining land of the Landlord described in Part 2 Schedule 1;]
"Risk Protection Arrangement"	such risk protection arrangement scheme as may be operated by the Secretary of State from time to time; ⁶
"Secretary of State "	the Secretary of State for Education or such other Minister of the Crown who is a successor to such person and who is party to the Funding Agreement with the Tenant at the relevant time;
"Term"	one hundred and twenty five years (125) years from and including the Term Commencement Date;
"Term Commencement Date"	[]; ⁷
"Termination Date"	the date of expiration or sooner determination of the Term;
"the 1954 Act"	the Landlord and Tenant Act 1954;
"the 1995 Act"	the Landlord and Tenant (Covenants) Act 1995;
"VAT"	Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT.

1.2 In interpreting this Lease:-

- 1.2.1 references to clauses, pages and Schedules are to clauses and pages of and Schedules to this Lease unless stated otherwise
- 1.2.2 the expression "Landlord" includes the person for the time being entitled to the immediate possession of the Property on the expiry of the Term
- 1.2.3 the expression "Tenant" includes the person in whom for the time being the Tenant's interest under this Lease is vested
- 1.2.4 where reference is made to a statute this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute

⁶ Delete if not applicable.

⁷ Where applicable (principally where a local authority owns the land and is procuring the works) it is envisaged that the lease will be granted following expiry of the Defects Liability Period provided for in the D&B Contract.

- 1.2.5 references to a "person" include any individual firm unincorporated association or body corporate and words importing the singular number include the plural number and vice versa and words importing one gender include all genders
- 1.2.6 if the Tenant is or are at any time more than one person any reference to the Tenant is deemed to refer to each such person and any obligation on the part of the Tenant takes effect as a joint and several obligation
- 1.2.7 any covenant by the Tenant not to carry out any action is to be construed as if it is (where appropriate) additionally a covenant by the Tenant not to permit or suffer such action to be done
- 1.2.8 the words "include" and "including" are to be construed without limitation and in construing this Lease the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words
- 1.2.9 a reference to an act or omission of the Tenant includes an act or omission of any undertenant and any other person deriving title under the Tenant and includes an act or omission of their respective employees and visitors and anyone at the Landlord's Property with the express or implied authority of any one or more of them
- 1.2.10 a reference to the Property includes any part of it except where the word is used in clause 3.12
- 1.2.11 a reference to the end of the Term or to the Termination Date is to the end of the Term however it terminates
- 1.2.12 a consent of the Landlord shall be valid if it is either:-
- (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or
 - (b) (if required by the Landlord after any request for consent from the Tenant but prior to consent being given) it is by deed; and
- if a consent is not by deed it will not affect the Landlord's ability to require that any other consent should be by deed
- 1.2.13 any notice given to the Landlord shall not be valid unless it is in writing
- 1.2.14 the Landlord is entitled to withhold its consent where it requires the corresponding consent of any mortgagee or superior landlord of the Property until it obtains that consent (and the Landlord shall use all reasonable endeavours to obtain such consent and shall ensure that any charges or superior leases created after the date of this Lease shall contain obligations on the mortgagee or superior landlord not unreasonably to withhold or delay consent in circumstances where the Landlord's consent cannot be unreasonably withheld or delayed under this Lease)
- 1.2.15 a right of the Landlord or anyone else to have access to or entry upon the Property extends to any superior landlord and any mortgagee of the Landlord's Property and to anyone authorised by the Landlord or any superior landlord or mortgagee and includes a right of entry with workmen equipment and materials
- 1.2.16 the table of contents and headings to clauses, paragraphs and Schedules do not affect the construction of this Lease
- 1.2.17 a right granted by the Landlord is granted in common with all other persons entitled to it and/or authorised by the Landlord to exercise it

- 1.2.18 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised by the Landlord
- 1.2.19 where the Landlord is entitled to enter the Property on giving notice it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary
- 1.2.20 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord
- 1.2.21 any person undertaking any obligation under or by virtue of this Lease which is a 'landlord covenant' for the purposes of the 1995 Act does so only in respect of the period of time during which the immediate reversion to this Lease is vested in such person and not further or otherwise
- 1.2.22 any works (whether of repair decoration alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease shall be carried out in accordance with good modern practice
- 1.2.23 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect
- 1.2.24 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations
- 1.2.25 if any matter is referred to arbitration pursuant to this Lease:-
- (a) it is to be conducted in accordance with the Arbitration Act 1996; and
 - (b) the arbitrator has no power:-
 - (i) to order rectification setting aside or cancellation of this Lease;
 - (ii) to direct that the recoverable costs of the arbitration or any parts of the arbitral proceedings will be limited to a specific amount;
 - (iii) where there are provisions in this Lease for the payment of interest at a specified rate to award interest whether in addition to or in substitution for such interest provisions
- 1.2.26 if any matter in this Lease is to be determined by an arbitrator:-
- (a) he is to be appointed by agreement between the Landlord and the Tenant or at the request and option of either of them is to be nominated by the President;
 - (b) if he dies delays or declines to act the President may on the application of either the Landlord or the Tenant discharge him and appoint another to act in his place in the same capacity; and
 - (c) if either the Landlord or the Tenant pays his fees and expenses it may recover the proportion (if any) the other party was obliged to pay from that other party as a debt recoverable on demand
- 1.2.27 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:-
- (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act (and where such provision extends beyond the limits permitted by section 25 of the 1995 Act that provision is to be varied so as not to extend beyond those limits); and

- (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provision were deleted; and
- (c) the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result

2. **DEMISE RENTS AND OTHER PAYMENTS**

- 2.1 The Landlord demises the Property to the Tenant for the Term (subject to the provisions for earlier termination contained in this Lease) the Tenant paying therefor by way of rent throughout the Term without any deduction counterclaim or set off (whether legal or equitable) of any nature whatsoever:-
 - 2.1.1 the Rent (if demanded);
 - 2.1.2 all other sums (including VAT) due under this Lease from the Tenant to the Landlord.
- 2.2 The Property is demised:-⁸
 - 2.2.1 [together with the rights specified in Schedule 2;]
 - 2.2.2 [excepting and reserving to the Landlord and all others now entitled (or who may become entitled) and all others authorised by them (to include any adjoining or neighbouring owners or occupiers) as specified in Schedule 3; and]
 - 2.2.3 subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 4⁹

3. **TENANT'S COVENANT**

The Tenant covenants with the Landlord as follows:-

3.1 **Rent and Payments**

to pay the Rent and all other sums reserved as rent by this Lease at the times and in the manner at and in which they are reserved in this Lease

3.2 **Outgoings**

- 3.2.1 promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term [provided always that if any Outgoings are imposed, charged or assessed on the Property together with the Retained Land or other land to pay a fair and proper proportion of the same to be conclusively determined by the Landlord acting reasonably;]
- 3.2.2 to pay for all Amenities exclusively used by or available to the Property (including all standing charges);

⁸ Rights and reservations will only apply if the Landlord retains land or owns adjoining land over which rights are required.

⁹ There may be some matters (such as the right to receive overage from land sold off in the past) the benefit of which is not intended to pass to the Tenant and these matters should be specifically excluded if they are within any of the documents listed in Schedule 4.

- 3.2.3 to observe and perform all present and future regulations and requirements of the authorities or companies supplying or providing the Amenities;
- 3.2.4 [to pay within fourteen (14) days of written demand a reasonable proportion according to use (to be determined by the Landlord acting reasonably) of the costs of maintaining, repairing, inspecting, cleaning, lighting and renewing the access roads and Conduits use of which is permitted under Schedule 2]¹⁰

3.3 **Repair and Upkeep**

- 3.3.1 at all times during the Term to keep the Property (including for the avoidance of doubt all buildings structures landscaping and other erections) clean and tidy and make good:-
 - (a) any damage it causes to the Property; and/or
 - (b) any deterioration to the condition of the Property that may arise from the Term Commencement Date,

provided that the Tenant shall not be in breach of this covenant if and for so long as disrepair arises due to damage caused to the Property by any of the Insured/Covered Risks and the Tenant is diligently pursuing its insurance claim or its claim under the Risk Protection Arrangement and reinstating such damage

- 3.3.2 to notify the Landlord in writing immediately if any structural damage occurs to the Property

3.4 **Access of Landlord and Notice to Repair**

to permit the Landlord and all persons authorised by the Landlord (with or without equipment) upon reasonable prior notice to the Tenant (but at any time without notice in case of emergency) to enter the Property as follows:-

- 3.4.1 in the final three (3) years of the Term in order to take inventories of any Fixtures and Fittings to be yielded up at the end of the Term
- 3.4.2 at reasonable intervals during the Term in order to view and examine the state of repair and condition of the Property and to give to the Tenant or the Tenant's agent or leave on the Property notice in writing to the Tenant of all breaches of any of the tenant covenants in this Lease relating to the condition or repair of the Property ("Repair Notice") and the Tenant covenants (subject to having obtained any necessary consents to any required works, which the Tenant shall use all reasonable endeavours to obtain as soon as possible) to repair and make good the Property according to such notice and the covenants in that behalf contained in this Lease within the following time periods:-
 - (a) where (b) and (c) below do not apply or where the state of repair is causing a breach of health and safety or other legislation or is causing structural damage ("Safety Breach"), the works shall be commenced within the period of fifty six (56) days after the service of the Repair Notice and shall be completed diligently thereafter;
 - (b) where there is no Safety Breach, if the Tenant does not immediately have the funds to carry out such works but could complete the works within a reasonable

¹⁰ Relevant only where there is Retained Land over which rights are granted and which the Landlord is to maintain. If this clause is used a section 151 letter is likely to be required if the Landlord is a local authority procuring the works.

period without requiring further funding under the Funding Agreement it shall demonstrate this to the Landlord by providing to the Landlord within fifty six (56) days of the service of the Repair Notice:-

- (i) a statement of the maintenance budget for the Property (included within the funding already received under the Funding Agreement) and the sums expended that financial year to date on the repair and maintenance of the Property ("Funding Statement"); and
- (ii) a programme of works setting out a reasonable time period for the works to be carried out taking into account the nature of the disrepair and the funds available

and the works shall be commenced and carried out within the periods set out in the programme of works referred to at (ii) above

- (c) where there is no Safety Breach and where the Tenant cannot demonstrate that it can carry out the works within a reasonable time under (b) above but requires to make an application ("Funding Application") to the Secretary of State for funding under the Funding Agreement in order to carry out such works, the relevant section of works shall be commenced as soon as reasonably practicable after the Secretary of State grants permission under the programme of works agreed pursuant to the Funding Application ("Works Programme")

and if the Tenant fails satisfactorily to comply with such notice in accordance with (a), (b) or (c) above the Landlord and all persons authorised by the Landlord are entitled at any time without notice (but without prejudice to the right of re-entry contained in this Lease) to enter the Property with all necessary equipment to repair and make good the Property in accordance with the covenants and provisions contained in this Lease and the expense of such repairs together with all reasonable legal and surveyors' fees properly incurred in connection with this sub-clause must be repaid by the Tenant to the Landlord upon demand and on a full indemnity basis as a contractual debt

- 3.4.3 where the Tenant has served notice on the Landlord pursuant to clause 3.3.2 of the occurrence of structural damage to the Property then to permit the Landlord to enter onto the Property to view and examine the state of repair and condition of the Property
- 3.4.4 at any time during the Term to view the Property in connection with any dealing or proposed dealing (by way of sale mortgage or otherwise) with the Landlord's reversionary interest in the Property
- 3.4.5 (in circumstances only where the Landlord may have a liability under Law or under this Lease) to carry out such tests inspections and surveys as the Landlord reasonably requires
- 3.4.6 at any time during the Term to fix and retain without interference upon any suitable part or parts of the Property one or more notice boards for reletting (but in the case of reletting only within six (6) months before the Termination Date) or selling at any time the Landlord's reversionary interest in the Property
- 3.4.7 at any time during the Term to exercise any rights reserved by this Lease and to comply with any obligations of the Landlord (whether arising under this Lease or otherwise)
- 3.4.8 at reasonable intervals during the Term in order to determine whether the Tenant has complied with all its obligations in this Lease (save that, for the avoidance of doubt, the Landlord shall not be entitled to inspect the financial records of the Tenant)

provided that any exercise of the above rights by the Landlord does not constitute an action for forfeiture by the Landlord or evidence an intention to accept or effect the surrender of the Term and provided further that the exercise of the above rights by the Landlord shall not be in such a

manner as materially to restrict or interrupt the operation of the school on the Property by the Tenant, shall cause as little damage as reasonably practicable and shall (save in relation to emergency access) be in accordance with the reasonable requirements of the Tenant in relation to the security of the Property and the health and safety of the students and others at the Property, and the Landlord shall make good any damage caused to the Property as soon as reasonably practicable

3.5 **Alterations and Additions**

- 3.5.1 not to commit any act of waste
- 3.5.2 not to erect any buildings or other structures on the Property nor make any structural or external alterations additions or variations to any structures for the time being on the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) save that the Landlord can only refuse such consent if:-
- (a) [such erection alteration addition or variation will adversely affect the Landlord's statutory obligations as a landlord or as a local authority; and/or]
 - (b) such erection alteration addition or variation will have an adverse effect on the structural integrity of any structures on the Property or any part or parts of any structures on the Property; and/or
 - (c) such erection alteration addition or variation will adversely affect the value of the Landlord's reversionary interest in the Property¹¹
- 3.5.3 as part of the application to the Landlord for its consent pursuant to clause 3.5.2 the Tenant shall:-
- (a) submit to the Landlord adequate plans and specifications describing the proposed erection alteration addition or variation and shall consult with the Landlord on the proposed erection alteration addition or variation and shall take into account any representations that the Landlord may reasonably make in relation to the matters referred to at clause 3.5.2(a), 3.5.2(b) and 3.5.2(c);
 - (b) make any necessary variations or alterations to the plans and specifications in accordance with the reasonable representations of the Landlord pursuant to sub-clause (a) above;
 - (c) covenant with the Landlord as to the execution and (if it is agreed between the parties before the works are carried out that they will be reinstated at the determination of the Term) the reinstatement of any of the works as the Landlord may reasonably require
- 3.5.4 in relation to any works permitted pursuant to clauses 3.5.2 and 3.5.3 above to carry out all such works only in accordance with such plans and specifications as have been provided to and approved by the Landlord in writing or as have been subsequently varied in accordance with any representations of the Landlord
- 3.5.5 after commencing any works of erection alteration addition or variation as permitted pursuant to clauses 3.5.2 and 3.5.3 above to complete such works as soon as reasonably practicable and in any event no later than by the end of the Term

¹¹ If alterations are to be funded by the Tenant out of its own monies, rather than under the Funding Agreement, thought will need to be given in the licence for alterations as to how clause 5.1.3 (ownership of insurance proceeds on non-reinstatement) may need to be amended. Sub-paragraph (a) will only be of relevance where the landlord is a local authority.

- 3.5.6 to carry out any works permitted by this Lease in a good and workmanlike manner as soon as reasonably practicable with good quality materials strictly in accordance with all relevant British Standards including codes of practice and the requirements and regulations of all utility companies affected by such works and so that any easements rights privileges or liberties which third parties enjoy in over or under the Property are not interfered with and that no nuisance is caused to the Landlord [or any occupiers of any part or parts of the Retained Land]
- 3.5.7 not to carry out any erection alteration addition or variation which hinders access to a Conduit

3.6 **Signs and Advertisements**

- 3.6.1 to notify the Landlord of the affixing or display on the boundaries of the Property or on the outside of the buildings on the Property of any sign (which expression includes any signboard advertisement hoarding fascia poster placard bill notice or other notification) other than signs which:-
- (a) are required by law to be affixed or displayed; or
 - (b) do not require planning permission; or
 - (c) are necessary or usual for the authorised use of the Property;
- 3.6.2 to display and maintain upon the Property notices required in relation to the Premises Acts and the Environment Acts

3.7 **Statutory Obligations**

- 3.7.1 to comply with all Laws (including the Premises Acts) affecting the Property the physical condition or the user of them or the use of any Fixtures and Fittings in them
- 3.7.2 as soon as reasonably practicable to give written notice to the Landlord of anything arising or being in the Property which may endanger or adversely affect health or safety and which might give rise to a duty of care imposed by common law or statute on the Landlord in favour of the Tenant or any other person
- 3.7.3 the Tenant shall comply with its obligations, requirements and duties under the Construction (Design and Management) Regulations 2015 ("CDM Regulations") in relation to any works carried out at the Property, including all requirements in relation to the provision and maintenance of a health and safety file for the Property, which the Tenant shall maintain and shall give to the Landlord on the Termination Date
- 3.7.4 the parties agree that the Tenant shall be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property
- 3.7.5 the Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations

3.8 **Yield Up**

On the Termination Date quietly to yield up the Property to the Landlord with vacant possession (subject only to any lease granted to a statutory undertaker) in accordance with the proper performance of the Tenant's covenants contained in this Lease and with all refuse and (unless the Landlord notifies the Tenant to the contrary prior to the Termination Date) all Tenant's fixtures and fittings lettering and signs put up by the Tenant duly removed

3.9 **Use**

- 3.9.1 not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the proper use of the Property for the purposes permitted by clause 3.9.3 shall not be a breach of this clause
- 3.9.2 not to use the Property for any illegal or immoral purpose
- 3.9.3 without prejudice to the preceding covenants in this clause not to use the Property otherwise than:-
 - (a) for the purposes of the provision of educational services; and
 - (b) for community, fundraising and recreational purposes which are ancillary to the use permitted under clause 3.9.3(a)

3.10 **Planning and Environmental Matters**

- 3.10.1 to provide to the Landlord copies of any plans specifications applications consents and permissions relating to applications under the Planning Acts and to deal with any queries that the Landlord acting reasonably may raise
- 3.10.2 so often as occasion requires to obtain all consents and permissions required to authorise the use from time to time of the Property and the carrying out of any development (within the meaning of the Planning Acts) on the Property
- 3.10.3 to pay and satisfy any charges that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such development
- 3.10.4 to give written notice to the Landlord of the granting or refusal of any planning permission within twenty (20) days after its receipt by the Tenant
- 3.10.5 if the Tenant receives any compensation because of any restriction placed upon the use of the Property under or by virtue of the Planning Acts then if this Lease is determined by surrender or re-entry immediately to make such provision as is just and equitable for the Landlord to receive due benefit from such compensation

3.11 **Notices**

as soon as reasonably practicable following receipt to provide to the Landlord a copy of any communication or notice which may give rise to a liability on the part of the Landlord or which may adversely affect the value or nature of the Landlord's interest in the Property

3.12 **Dealings**

- 3.12.1 not to part with or share the possession or occupation of the whole or any part or parts of the Property Provided that the Tenant may share occupation of the whole or part of the Property with a proprietor or proposed proprietor of an Academy or a body or individual providing services or facilities which are within the uses referred to in clause 3.9.3 where no relationship of landlord and tenant arises as a result of such occupation
- 3.12.2 not to hold the Property or any part or parts of the Property or this Lease on trust for another
- 3.12.3 subject to sub-clause 3.12.4 not to assign or transfer any part or parts or the whole of the Property
- 3.12.4 the Tenant is permitted to assign or transfer the whole of the Property to:-

- (a) the Relevant Secretary of State or an entity controlled by it or subsidiary of it, a proprietor or proposed proprietor of an Academy or a successor charitable or public body without the consent of the Landlord where the Secretary of State has given approval in writing to such an assignment or transfer; [and
 - (b) any other party with the written consent of the Landlord (not to be unreasonably withheld or delayed;]¹²
- 3.12.5 subject to clause 3.12.6 not to underlet any part or parts or the whole of the Property for a term (including any option to renew) in excess of ten years without the Landlord's written consent (not to be unreasonably withheld or delayed)¹³
- 3.12.6 the Tenant may underlet a part or parts of the Property (but not the whole) to one or more statutory undertakers without the Landlord's written consent provided that the term of such underletting or underlettings expires before the end of the Term

3.13 **Rights of Light and Encroachments**

not to obstruct any windows or lights belonging to the Property nor to permit any encroachment upon the Property which might be or become a detriment to the Landlord and in case any encroachment is made or attempted to be made to give immediate notice of it to the Landlord

3.14 **Indemnity**

- 3.14.1 to keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts [and the Environment Acts]) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or any breach of the Tenant's obligations in this Lease
- 3.14.2 to notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause 3.14.1 occurring or arising

3.15 **Costs**

to pay to the Landlord on demand all reasonable and proper costs charges and expenses (including legal costs and surveyors' fees and other professional fees and any charges and/or commission payable to a bailiff) losses and liabilities which may be incurred by the Landlord:-

- 3.15.1 in connection with the preparation and service of any notice (including any schedule of dilapidations) served under this Lease relating to the repair or condition of the Property whether during the Term or within three (3) months after the Termination Date
- 3.15.2 in connection with any application by the Tenant for any licence approval permission or consent required under the terms of this Lease whether or not the application is withdrawn or the licence approval permission or consent is refused (save where refused unreasonably contrary to the terms of this Lease) or is granted (save where granted subject to conditions declared by a court of competent jurisdiction to be unreasonable)

¹² The wording in square brackets may need to be deleted depending upon what is agreed in heads of terms

¹³ The question of limiting underlettings will be project specific

3.15.3 in or in contemplation of claiming or recovering any arrears of Rent or rents or in connection with or arising out of any breach by the Tenant of any of the Tenant's obligations hereunder whether or not the Landlord proves such matters by proceedings in any Court

3.16 **VAT**

3.16.1 to pay VAT upon the Rent and upon any other sums payable by the Tenant under this Lease and in relation to any other supply of goods or services (within the meaning of section 5 and schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is from time to time properly chargeable upon the same and in relation to taxable supplies made by the Landlord to the Tenant. The Landlord must deliver to the Tenant a valid VAT invoice addressed to the Tenant

3.16.2 where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease also to reimburse any VAT properly paid by the Landlord on such payment unless the VAT is actually recovered by the Landlord as an input in relation to supplies to the Landlord

3.17 **Interest on Arrears**

if any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord within fourteen (14) days of the date when such sums became due (whether demanded or not) or are tendered to the Landlord but the Landlord reasonably refuses to accept them so as to preserve any rights the Landlord has to pay to the Landlord (without prejudice to any other right remedy or power available to the Landlord) interest on such sums (both before and after any judgement) from the date when such sums first became due until the date of actual payment inclusive of both dates at the Interest Rate

3.18 **Landlord's Property**

to observe and perform the matters contained or referred to in the documents listed in Schedule 4 relating to the Landlord's Property so far as they are still subsisting and capable of taking effect and relate to the Property and to keep the Landlord indemnified against all actions proceedings costs claims demands and expenses relating to them

4. **LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant:-

4.1 **Quiet Enjoyment**

that the Tenant may peaceably and quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person rightfully claiming through or under the Landlord

4.2 **Planning Agreements**

At the request of the Tenant to enter into and to consent to the Tenant entering into any Planning Agreement relating to the Property Provided that if the Landlord is requested to enter into any Planning Agreement the Tenant shall (and the Landlord shall give to the Tenant all rights necessary to enable the Tenant to) observe and perform all the obligations on the part of the Landlord and the landowner contained in the Planning Agreement and the Tenant shall indemnify

the Landlord in respect of all such obligations on the Landlord's part and all reasonable and proper costs relating thereto]¹⁴

5. **INSURANCE AND RISK PROTECTION ARRANGEMENT**

5.1 The Tenant covenants with the Landlord:-

- 5.1.1 to keep the Property insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the Tenant is advised represents the Reinstatement Value of the Property from time to time or to be a member of the Risk Protection Arrangement;
- 5.1.2 if not a member of the Risk Protection Arrangement, to pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Property
- 5.1.3 following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance or payment under the Risk Protection Arrangement received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this clause 5 within three (3) years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance or under the Risk Protection Arrangement whether before or after the termination of this Lease shall be belong to the Tenant absolutely¹⁵
- 5.1.4 if not a member of the Risk Protection Arrangement, to produce to the Landlord a copy of the insurance policy whenever reasonably requested and the receipt for the last premium paid or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of twelve (12) months in both cases)
- 5.1.5 not to knowingly do anything whereby any policy of insurance relating to the Property may become void or voidable

5.2 The Tenant further covenants with the Landlord to insure against liability in respect of property owners' and third party risks

6. **PROVISOS**

6.1 **Re-Entry**

- 6.1.1 Where there occurs a breach by the Tenant of clause 3.9 and/or 5.1.2 of this Lease and the Landlord has served written notice specifying such breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach

¹⁴ Include this provision where the landlord is not a local authority. Consider its inclusion even where the landlord is a local authority

¹⁵ Note that default position should be that insurance monies belong to the Tenant. If this is rejected and the Academy Trust is paying for any buildings, or does so in the future, the parties should agree equitable provisions for a split of the insurance proceeds in the event of non-reinstatement.

complained of) the Tenant has not taken steps to remedy such breach or the Tenant is dissolved or struck off or removed from the Register of Companies or otherwise ceases to exist then it is lawful for the Landlord or any person authorised by the Landlord at any time afterwards to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term absolutely determines without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease

- 6.1.2 The Landlord may not exercise the right of re-entry under clause 6.1.1 unless it has given prior notice to the Secretary of State of the breach in respect of which there is a claim against the Tenant and such notice is to contain sufficient detail of the circumstances of the breach to allow the Secretary of State the opportunity to remedy the breach ("**the Landlord's Notice**")
- 6.1.3 The Secretary of State shall within sixty (60) days of receipt of the Landlord's Notice serve written notice ("**Acceptance Notice**") either agreeing or refusing to remedy the breaches specified in the Landlord's Notice and (if applicable) indicating an intention for this Lease to be assigned in accordance with the terms of this Lease
- 6.1.4 In the event that the Secretary of State fails to serve an Acceptance Notice within sixty (60) days of receipt of the Landlord's Notice it will be deemed to refuse to remedy the breaches specified in the Landlord's Notice, and the Landlord may exercise the right of re-entry under clause 6.1.1
- 6.1.5 In the event that the Secretary of State serves an Acceptance Notice the Secretary of State will be deemed to be agreeing to remedy all the breaches specified in the Landlord's Notice or take or procure an assignment of this Lease in accordance with the terms of this Lease
- 6.1.6 Following service of an Acceptance Notice the Secretary of State (as appropriate) will have a reasonable length of time (or such longer period as may be agreed between the parties acting reasonably) to:
- (a) take steps to remedy the breaches specified in the Landlord's Notice to the Landlord's reasonable satisfaction and (if applicable); or
 - (b) accept or procure an assignment to the Secretary of State or his or her nominee of the residue of the term of this Lease in accordance with its terms
- during which time the Landlord will not be able to exercise the right of re-entry under clause 6.1.1
- 6.1.7 If the Secretary of State (as appropriate) fails to remedy the breaches to the Landlord's reasonable satisfaction or accept or procure an assignment of this Lease in accordance with the terms of this Lease in the time period specified in clause 6.1.6 the Landlord may exercise the right of the re-entry under clause 6.1.1
- 6.1.8 Any dispute between the Landlord and the Tenant about whether the breaches specified in the Landlord's Notice have been adequately remedied or whether an assignment has been accepted or procured in accordance with the terms of this Lease are to be dealt with pursuant to clause 12 of this Lease

6.2 **Landlord's Rights on Forfeiture**

The Landlord's right to forfeit this Lease is not affected by any acceptance of or demand for rent or any action which would affirm this Lease by the Landlord with knowledge of a breach of any of the Tenant's covenants contained in this Lease and the Tenant is not in any proceedings for forfeiture or otherwise entitled to rely upon any such acceptance demand or affirmation as aforesaid as a defence provided that this provision only applies to any acceptance of or demand for rent or affirmation of this Lease made during such period as may in all the circumstances be

reasonable for enabling the Landlord to conduct negotiations with the Tenant for remedying the breach

6.3 **Service of Notices**

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to all notices which may require to be served under the terms of this Lease except that section 196 is deemed to be amended as follows:-

- 6.3.1 the final words of section 196(4) "and that service be delivered" are deleted and there is substituted "and that service is deemed to have been made on the third working day after the registered letter has been posted" and "working day" means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory or bank holiday;
- 6.3.2 any notice or document is also sufficiently served if sent by telephonic facsimile transmission to the party to be served and that service is deemed to be made on the day of transmission if transmitted before 4.00pm on a working day but otherwise on the next following working day;
- 6.3.3 if the party to whom any notice to be served consists of more than one person the service of notice upon one of such persons constitutes service upon all of them;
- 6.3.4 any notice to be given by a party may be given by that party's solicitor or agent and when addressed to a party is not rendered invalid by reason of that party having died become insolvent or changed name whether or not the party serving notice is aware of the fact

6.4 **[Exclusion of Section 62 LPA**

The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not by virtue of this Lease deemed to have acquired or be entitled by any means whatsoever (other than express grant) to any easement from or over the Retained Land or affecting any other land or premises now or at any time after the date of this Lease belonging to the Landlord and not comprised in this Lease]¹⁶

6.5 **Governance**

- 6.5.1 This Lease is governed by English law
- 6.5.2 The parties submit to the exclusive jurisdiction of the High Court of Justice in England

6.6 **Agreement to Exclude Sections 24 to 28 of the 1954 Act**

- 6.6.1 The Landlord and the Tenant agree pursuant to section 38A(1) of the 1954 Act that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this Lease
- 6.6.2 The Tenant confirms that:-
 - (a) the Landlord served on the Tenant a notice (the "Notice") applicable to the tenancy created by this Lease on [] in accordance with section 38A(3)(a) of the 1954 Act; and

¹⁶ Delete where there is no Retained Land of the Landlord

- (b) the Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on [] in accordance with the requirements of section 38A(3)(b) of the 1954 Act

before the Tenant entered into this Lease or (if earlier) became contractually bound to do so.

6.7 **Termination**

- 6.7.1 This Lease shall automatically determine on the Funding Termination Date in circumstances where there is no other Funding Agreement in existence unless either:
 - (a) the Landlord has received prior notice in writing from the Secretary of State of an intention for this Lease to be assigned in accordance with the terms of this Lease; or
 - (b) this Lease has been assigned in accordance with the terms of this Lease
- 6.7.2 This Lease shall automatically determine on the End Date if by that date this Lease has not been assigned in accordance with the terms of this Lease
- 6.7.3 The Tenant shall give written notice to the Landlord as soon as possible after becoming aware that the Funding Agreement may be liable to termination, including where a notice terminating the Funding Agreement is served on the Tenant, and the notice served on the Landlord shall specify the date (or likely date) of termination of the Funding Agreement
- 6.7.4 The Tenant shall give written notice to the Landlord at the same time as the Tenant serves any notice terminating the Funding Agreement and such notice shall specify the date (or likely date) of termination of the Funding Agreement.
- 6.7.5 On the termination of this Lease under clause 6.7.1 or 6.7.2 everything contained in the Lease ceases and determines but without prejudice to any claim by either party against the other in respect of any antecedent breach of any obligation contained in the Lease

7. **AGREEMENT ON ENVIRONMENTAL LIABILITIES**

Notwithstanding any other provisions in this Lease, the Landlord and Tenant agree that:

- 7.1 Any liability under Environmental Law (including, without limitation, any liability under the Contaminated Land Regime) arising in respect of Hazardous Substances in, on, under or emanating from the Property, on or before the date of this Lease, shall be the sole responsibility of the Landlord
- 7.2 This clause 7 constitutes an agreement on liabilities under the Department for Environment, Food and Rural Affairs' statutory guidance on the Contaminated Land Regime
- 7.3 If the Enforcing Authority serves a notice under the Contaminated Land Regime on either party, either party may produce a copy of this clause 7 to any Enforcing Authority or court for the purposes of determining liability under the Contaminated Land Regime, regardless of any confidentiality agreement that may exist between the parties relating to this Lease or any of its provisions

7.4 Neither party shall challenge the application of the agreement on liabilities set out in this clause]¹⁷

8. **LANDLORD'S POWERS**

8.1 The Landlord enters into this Lease pursuant to its powers under sections 111, 120, 122 and 123 of the Local Government Act 1972 the Education Act 1996 Section 2 of the Local Government Act 2000 and all other powers so enabling and warrants that it has full power to enter into this Lease and to perform all obligations on its part herein contained

8.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions]¹⁸

9. **NEW TENANCY**

This Lease is a new tenancy for the purposes of the 1995 Act

10. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act

11. **CHARITY**

[The Property will as a result of this Lease be held by [Academy Trust] an exempt charity] [The Property will as a result of this Lease be held by or in trust for [Academy Trust] a non-exempt charity and the restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 will apply to the Property (subject to section 117 (3) of that Act)]

12. **DISPUTE RESOLUTION PROCEDURE**

If the parties fail to agree on any of the provisions or terms of this Lease then either party may refer the matter to arbitration

13. **TENANT'S BREAK RIGHT**

13.1 Provided that the Tenant produces to the Landlord evidence of the consent of the Secretary of State to it doing so the Tenant may terminate this Lease on any Break Date by serving a Break Notice on the Landlord at least nine (9) months before the Break Date as stated in the Break Notice

13.2 The Break Notice shall state the Break Date in respect of which it is served

13.3 Following service of the Break Notice, this Lease shall terminate on the Break Date specified in the Break Notice

13.4 Termination of this Lease pursuant to this clause shall be without prejudice to any right or remedy of either party in respect of any antecedent breach of the covenants contained in this Lease

¹⁷ The inclusion of this clause will be a matter for the parties to negotiate based upon the circumstances surrounding the transaction

¹⁸ Relevant only where the landlord is a local authority

EXECUTED AS A DEED by the parties on the date which first appears in this Lease

EXECUTED (but not delivered until the date)
hereof) AS A DEED by affixing the Common)
Seal of [LOCAL AUTHORITY] in the presence)
of:-)

Authorised Signature

Date

EXECUTED (but not delivered until the date)
hereof) AS A DEED by affixing the Common)
Seal of [ACADEMY TRUST] in the presence)
of:-)

Director

Secretary

Date

SCHEDULE 1

Part 1 – The Property

ALL THAT land and buildings known as [] shown edged red on the Plan and including the following so far as the same may exist at any time during the Term:-

- (a) all Conduits exclusively serving such premises; and
- (b) all Fixtures and Fittings (save for those that belong to the Tenant)

SCHEDULE 1

[Part 2 – The Retained Land

The land and premises shown edged blue on the Plan in the ownership of the Landlord at adjacent or near the Property]¹⁹

¹⁹ Only applicable where land is being retained by Landlord.

SCHEDULE 2 - RIGHTS GRANTED²⁰

1. ACCESS

The right for the Tenant and the Tenant's employees agents and visitors in common with the Landlord and all others from time to time so entitled to pass and repass with or without vehicles over and along the roadway at the Retained Land shown coloured [] on the Plan for the purpose of obtaining access to and egress from the Property but not for any other purpose whatsoever

2. SERVICES

The right in common with the Landlord and all others from time to time so entitled and with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed save as provided below) for the Tenant to connect into (in so far as there are no connections) and to pass Amenities to and from the Property through Conduits now or at any time during the Term laid in under or upon the Retained Land PROVIDED that the Landlord has the right at any time or times during the Term:-

- 2.1 to refuse consent for the Tenant to connect into any Conduits if in the reasonable opinion of the Landlord the Conduits are insufficient to bear the extra load which would be likely to result from the proposed connection by the Tenant; and
- 2.2 to divert or vary the positions of the Conduits upon giving reasonable prior notice to the Tenant (except in case of emergency) (which interruption the Landlord must however seek to minimise so far as is reasonably possible)

3. SUPPORT

A right of support and protection to the Property from the Retained Land

4. CAR PARKING

In common with the Landlord and all others from time to time entitled the [exclusive] right for the Tenant the Tenant's employees agents licensees and visitors to use the [] car parking spaces numbered [] within the area shown coloured [] on the Plan (or any alternative spaces/area no less materially convenient to the Tenant which the Landlord may from time to time in writing specify) for the parking of not more than [] motor cars but not for any other purpose whatsoever and only within the designated spaces

5. ACCESS TO RETAINED LAND

The right upon giving reasonable prior written notice (except in case of emergency) to the Landlord and all others from time to time so entitled to enter only so far as is strictly necessary upon the Retained Land for the purpose of inspecting and executing repairs to or on the Property subject to the Tenant:-

- 5.1 causing as little damage disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and
- 5.2 making good as soon as reasonably practicable to the reasonable satisfaction of the Landlord and to all others from time to time so entitled all damage caused by the exercise of this right

²⁰ This schedule is only applicable if landlord is retaining land or has other land over which rights need to be granted. further rights may need to be considered on a site specific basis.

SCHEDULE 3 - RIGHTS EXCEPTED AND RESERVED²¹

1. **SERVICES**

The right to connect into and pass Amenities to and from the Retained Land and any other adjoining or neighbouring property of the Landlord in and through Conduits now or at any time during the Term laid in or upon the Property together with the right to enter upon the Property upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to lay inspect cleanse renew and maintain the Conduits the person exercising such right causing as little damage disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Property and making good as soon as reasonably practicable any damage occasioned to the Property by the exercise of this right to the reasonable satisfaction of the Tenant

2. **ACCESS TO PROPERTY**

The right upon giving reasonable prior notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:-

- 2.1 inspecting and executing repairs additions alterations and other works to or on the Retained Land or to any Conduits within the Property; and
- 2.2 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease;

the person exercising such right causing as little damage disturbance or inconvenience as reasonably possible to the operation of the school on the Property and making good as soon as reasonably practicable to the Tenant's reasonable satisfaction any damage to the Property caused by the exercise of this right]

²¹ This schedule is only applicable if landlord is retaining land or has other land over which rights need to be granted. further rights may need to be considered on a site specific basis.

SCHEDULE 4 – LANDLORD’S PROPERTY

All that property comprised in title number [] together with all entries noted thereon and all covenants, rights, easements, agreements and leases subsisting or which are capable of subsisting at the Term Commencement Date

Strictly Private and Confidential

Mapledurham Playing Fields

Reading

Berkshire

Section 119 Report

Charities Act 2011

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Prepared for: Reading Borough Council acting
in its capacity as the sole trustee
of The Recreation Ground
Charity (registered charity
number 304328)
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Date of Valuation 12th December 2016

Date of Report 12th December 2016

BK Ref: 514041/IRM

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Appendices

Appendix One	Location and Site Plans
Appendix Two	EFA Development Proposal Plan
Appendix Three	Standard Terms and Conditions of Engagement
Appendix Four	Heads of Terms

1 Introduction

- 1.1 The Mapledurham Recreation Ground ("The Ground") at Woodcote Road Caversham Reading RG4 7EZ is held by the Recreation Ground Charity (registered charity number 304328) ("the Charity"). The Ground is identified on Plan 2 at Appendix One.
- 1.2 Reading Borough Council, acting in its capacity as sole managing trustee ("the Trustee"), of the Charity, acts by a sub-committee in considering and taking decisions in respect of the Charity. The Trustee is required to act in the best interests of the Charity and its beneficiaries are the inhabitants of Mapledurham and the Borough of Reading. The Ground is an asset of the Charity and we understand that it is held "in specie" i.e. specifically in order to advance the Charity's object. Legal title to the Ground is vested in The Official Custodian for Charities.
- 1.3 Bruton Knowles has been instructed by Reading Borough Council, as Trustee of the Charity, to prepare a Section 119 Charities Act Report and Certificate in respect of the proposed long leasehold disposal of part of the Ground (the "Relevant Land") to the Secretary of State for Communities and Local Government (acting by the Education Funding Agency (the "EFA")) for a new primary school, multi use games areas, reception play area, soft informal play area and 20 new hard surfaced car park spaces.
- 1.4 The Report also objectively assesses the proposed disposal in the context of the impact on the amenity value of the part of the Ground that will be retained by the Charity (the "Retained Land") if the long leasehold were to be granted, in order to enable the sub-committee to assess the scope for advancing the Charity's recreational object (and in particular the enhancement of the amenity value of the Retained Land) if the Trustees were to accept the proposal made by the EFA.
- 1.5 The Relevant Land is identified within the red line boundary on the Plan 3 at Appendix One and extends to some 0.498 ha (1.23 acres), excluding the access.
- 1.6 Following extensive negotiations, and subject to contract and formal approval, Heads of Terms for the disposal of the Relevant Land to the EFA have been agreed for a Long Leasehold of 125 years ("EFA Development Proposal"). A copy of the agreed Heads of Terms is attached at Appendix Four.
- 1.7 We confirm that, to the best of our knowledge and belief, we have had no material involvement with the Ground or the Charity or with the EFA. We therefore consider that we do not have any conflict of interest in providing this report.

- 1.8 Our Standard Terms and Conditions of Engagement, attached at Appendix Three, form an integral part of this report. They should be read in full as they contain important caveats and conditions relevant to this report including limits of liability, non-publication restrictions, condition and contamination. Full definitions of the basis of valuation are also included.

Mapledurham Playing Fields Property Report

2.1 Location

- 2.1.1 The Ground (which includes a Pavilion) is located in Caversham Heights, a residential area in Berkshire and a suburb of Reading.
- 2.1.2 The Ground abuts residential property on all sides, albeit with Hewett Avenue to the west. Access to the Playing Fields is directly off the Woodcote Road A4074.
- 2.1.3 The location of the Ground is identified on Plan One at Appendix One. Our understanding of the extent of the Ground is shown within the red boundary on Plan Two albeit for identification purposes only.

2.2 Description

- 2.2.1 The Ground extends in total to some 11.07 hectares (27.35 acres) of recreational space and comprises the following facilities:-

- Predominately unmade Car Parking – tarmac surfaced spaces by tennis courts.
- Pavilion, albeit requiring extensive work and currently closed.
- Four tennis courts.
- Three 11 a side football pitches, two 9 aside all to Sports England recommended size for outdoor use.
- Informal warm up space or small pitches.
- Play area with swings and other children’s equipment with bark safety surface
- Hard surfaced ball court
- Orchards
- Improved area of deciduous tree planting
- Existing trees and other vegetation
- Basket ball court

- 2.2.2 The Ground is used by a wide variety of groups including:-

- Football teams.
- Friends of MPF specifically for wildlife conservation work.
- Lawn tennis club.
- Bridge Club
- Escape Toddlers Club

- 2.2.3 The Ground is also used by many local residents for dog walking, picnics and general recreation.
- 2.2.4 The Community Orchard is an especially significant part of the Ground, with fruit grown for the benefit of local residents and wildflower meadows allowed to fully mature and seed.

2.3 Local Authority & Statutory Enquiries

- 2.3.1 Your attention is directed to our Standard Terms and Conditions of Engagements contained at Appendix Three.
- 2.3.2 We have assumed that the Ground is unaffected by any matters which would be revealed by a Local Search and replies to the usual enquiries or statutory notice and that neither the Ground, nor its condition, nor its use, nor its intended use is or will be unlawful.

Planning

- 2.3.3 Other than preparatory planning in association with the development proposal reviewed at Section 3 below we are not aware of any outstanding or ongoing planning applications.
- 2.3.4 With regards to the Pavilion, we are aware of a fund raising campaign by The Warren and District Residents Association (WADRA) to restore it, given its current unusable condition.

Planning Designations

- 2.3.5 In preparing this report we have also had regard to the following designations within the Local Plan and comment as follows:-
- 2.3.6 The Ground is designated as Public and Strategic Open Space policy SA16 as shown on the adopted Proposals Map Policy SA16. Areas of land designated as Public and Strategic Open Space will be protected from development. Proposals that would result in the loss of any of these areas of open space, or jeopardise their use or enjoyment by the public, will not be permitted.
- 2.3.7 Policy CS28, Loss of Open Space, also states that development proposals that will result in the loss of open space or jeopardise its use or enjoyment by the public will not be permitted, however in exceptional circumstances, development may be permitted where it is clearly demonstrated that replacement open space, to a similar standard, can be provided at an accessible location close by, or that improvements to recreational facilities on remaining open space can be provided to a level sufficient to outweigh the loss of the open space. The quality of existing open space should not be eroded by insensitive development on adjoining land.

- 2.3.8 Whilst CS28 also states that the loss of this open space is contrary to policy, under the Planning Acts, other material circumstances may indicate otherwise. Consequently, other material considerations may persuade a decision maker not to make a decision in accordance with policy.
- 2.3.9 Other designations that either directly or indirectly effect the Ground and which we have taken account of in preparing this report include:-
- Adjoins the Air Quality Management Area Policy DM 19
 - Major Landscape Feature Policy CS37 and SA 17
 - Local Wildlife Sites, Local Nature Reserves and Area of Biodiversity Action Plan Habitat Policies CS36 and DM 17
 - Existing and Potential Green Links DM17
- 2.3.10 In summary, given the above designations, any planning application within or on the Ground will need to demonstrate very special circumstances to be consented, which we comment upon further.

2.4 Tenure

- 2.4.1 We have not been provided with any Title documentation. The Official Custodian for Charities holds legal title to the Ground. We have assumed that the Title is unencumbered and free from any unusual or especially onerous or restrictive covenants, easements, restrictions, encumbrances, outgoings or rights of way which could affect value. This should be verified by your solicitors.

2.5 Occupation

- 2.5.1 We are reporting on the basis of vacant possession.

3. The Proposed Development

3.1 The Relevant Land

- 3.1.1 The Relevant Land upon which the new school and associated facilities is proposed to be constructed is identified within the red line boundary on the Plan Three at Appendix One. The Relevant Land area extends to some 0.498 ha (1.23 acres) of the total Ground demise of approximately 11.07 hectares (27.35 acres).

3.1.2 The Relevant Land is situated within the northern section of the Ground. It is currently informal play area/open space with mature trees to the north and west boundaries. Also contains formal football training area/five aside pitches. To the east and north respectively is the currently unused Pavilion, unmade car park space and access to Woodcote Road. To the south are playing fields.

3.2 The EFA Development Proposal

3.2.1 At Appendix Two is attached the EFA Development Proposal Plan which in summary identifies the following development:-

Development	Area
Relevant Land	0.498 ha (1.23 acres)
Primary School Footprint	1,201sq m
Hard Outdoor PE and Play MUGA	726 sq m
Soft Informal and Social Area (i)	1,163 sq m
Soft Informal and Social Area (ii)	311 sq m
Reception KS1 Play Area	329 sq m

3.2.2 The development will also provide the following key features:-

- 20 new hard surfaced car park spaces.
- The existing access will be widened to 4.8m and constructed to Highway Standard with a footway on one side. The improved access will thereafter allow for two-way traffic.
- Parking, Pick up and Drop off within the Red Line/Relevant Land boundary.
- A designated route for access by emergency vehicles
- Secure boundary fencing.
- The new school boundary will be set back 7m from football pitch 1 - this may be increased to 10m during the maintenance cycle.

3.2.3 We are informed that the EFA has engaged and discussed the proposed development with appropriate Development Control Officers within Reading Borough Council, albeit that the Terms of the Sale will be Conditional upon Planning amongst other matters.

3.3 The Terms of the Sale

3.3.1 The following is a summary of the 'headline terms' which have been agreed with the EFA, for the disposal of the Long Leasehold interest of the Relevant Land, with the full Heads of Terms attached at Appendix Four:-

Relevant Land (The Property)	0.498 ha (1.23 acres)
Landlord	Reading Borough Council, acting in its capacity as Trustee of the Charity
Tenant	The Secretary of State for Communities and Local

	Government
Premium	£1,360,000 (One Million, Three Hundred and Sixty Thousand Pounds) payable upon completion of the lease.
Tenure	Long Leasehold Interest
Term	125 Years
Rent	One Peppercorn per annum
Form of Lease	EFA Model Free School Lease
Tenant Break Clause	Tenant has right to break lease at the end of the 5 th year of the Term and every 5 years thereafter, subject to 6 months prior written notice.
Assignment	The Tenant may assign to an Academy or proposed proprietor of an Academy without consent. The Tenant can underlet the whole or part of the Property for a term of less than 10 years without Landlord's prior written notice.
Tenant's Rights	<ul style="list-style-type: none"> • Appropriate pedestrian and vehicular rights to site. • The right to connect into service media on the Retained Land. • The right to use the car park within the Retained Land for drop off/pick up purposes between 7.30am and 9.00am and 3.00pm and 6.00pm during term time – school staff parking will be within Tenant's demise albeit that traffic will be minimised as far as possible through a travel plan. • The right to use an enhanced sports pitch on the Retained Land during school hours/term time.
Landord's Reserved Rights	The beneficiaries of the Charity will be able to access the Tenant's school hall, MUGA and car park outside of school hours/term time.
Other Matters	<ul style="list-style-type: none"> • Tenant will contribute financially to its shared use of the access, Landlord car park and enhanced sports pitch. The financial contribution will be calculated as a fair proportion of the total maintenance expenditure based on usage. • The premium of £1.36 Million, referred to above is offered on the basis that the Charity invest a proportion to enhance one of the three football pitches up to a grass pitch quality performance standard as adopted by Sports England. • The Tenant will provide and maintain a secure

	<p>boundary around its demise.</p> <ul style="list-style-type: none"> • The Tenant will improve the condition of the shared access to the school in addition to making a contribution towards the improvement of the Landlord's retained car park.
Exchange and Completion	<p>Exchange of contracts is conditional upon:-</p> <ul style="list-style-type: none"> • Satisfactory completion of title investigation by Tenant. • Satisfactory survey results. • Landlord and Tenant approval. • Consultation by Landlord with the beneficiaries of the Charity and the Management Committee of the Charity. • The consent of the Charity Commission. • Agreeing a Community Use Agreement (CUA) <p>Completion is conditional upon:-</p> <ul style="list-style-type: none"> • Tenant obtaining planning permission with the Landlord approving the planning application to the extent it relates to the amenity value of the Retained Land.
Longstop Date	24 months from date of planning application.
Landlord Costs	The Landlord's reasonable and proper legal and property costs (up to £27,500 plus VAT) will be met by the Tenant. An additional undertaking in relation to the Landlord's costs will be subject to further discussion with the EFA (on behalf of the Tenant). In addition, should any access licence be required, the Landlord's reasonable and property legal costs in relation to these licences will be met by the Tenant (up to a cap of £2,000 plus VAT per licence).
Community Use Agreement	<p>The Tenant has agreed to enter into a Community Use Agreement (CUA) with the Landlord. The CUA will clarify the following points amongst other matters:</p> <ul style="list-style-type: none"> • Financial contributions from the Tenant for maintenance work referenced above; • Terms for the school hall, MUGA and car park being made available for the community; • Terms for the Tenant to use the enhanced sports pitch; and. • Terms for the Tenant to use the Landlord's car park on the Retained Land.

3.3.2 **Commentary on Heads of Terms**

Long Leasehold Agreement

At the end of the 125 year agreed long leasehold period, when the lease ceases, the Relevant Land will be returned with vacant possession to the Charity. This is an industry standard and well recognised form of property disposal.

Form of Lease

The EFA have proposed that the lease will be in line with the agreed EFA Model Free School Lease, which we understand is a well used document and thereby considered to be entirely appropriate.

Maintenance

The Tenant has agreed to undertake the following additional work for the beneficiaries of the Charity:

- Improve the existing access to a Highway Standard with future maintenance costs apportioned on a user pays basis. In the short/medium term, as an improved highway, maintenance costs will be negligible for the Charity as Landlord.
- The Tenant has agreed to enhance the Landlord's existing car parking with the benefit similar to those identified in the previous bullet point.
- The Tenant will have the right to connect into service media on the Landlord's Retained Land, equally reciprocal rights will be granted to the Landlord to connect into the improved services to be installed by the Tenant, which may assist with the regeneration of the Pavilion and save cost.

Community Use Agreement

The CUA will enable Landlord and Tenant to define how they can each make use of facilities for the benefit of the beneficiaries of the Charity, which should be an opportunity to improve accessibility and availability.

Landlord's Costs

The Landlord's reasonable and proper legal and property costs (up to £27,500 plus VAT) will be met by the Tenant. An additional undertaking in relation to the Landlord's costs will be subject to further discussion with the EFA (on behalf of the Tenant). In addition, should any access licence be required, the Landlord's reasonable and proper legal costs in relation to these licences will be met by the Tenant (up to a cap of £2,000 plus VAT per licence).

3.4 **Method of Disposal**

It is not in the best interest of the Charity to advertise the proposed disposition, given that the EFA Proposal is considered to be the only realistic use(s) identified to demonstrate the special circumstances required to obtain a planning consent within an area of land protected by Open

Space policies, in addition to the amenity benefits identified in Section 4 below and a premium of £1,36Million.

3.5 Marketing

It is not in the best interest of the Charity to advertise the proposed disposition, given that the EFA Proposal is considered to be the only realistic use(s) identified, likely to demonstrate the special circumstances required to obtain a planning consent within an area of land protected by Open Space policies, in addition to the amenity benefits identified in Section 4 below and a premium of £1.36 Million.

3.6 Current Market Value of the Relevant Land

In undertaking our current valuation of the Relevant Land the following factors have been taken into account:-

- The various designations covering the Ground, in particular Public and Open Space Policy SA16 and Loss of Open Space Policy CS28 within the adopted Local Plan, such policies restricting the future use of the land, planning consent for any alternative use(s) being required to demonstrate very special circumstances.
- The charitable objects of the Charity and the status of the Ground as a "specie" asset of the Charity will restrict the future use(s) of the Ground.
- The Relevant Land area of 0.498 ha (1.23 acres).
- The existing use of the Relevant Land as playing fields as a part of the Ground.

4. Justification

4.1.1 Our approach and justification of the EFA proposals and the impact upon the amenity value of the Ground and Retained Land have been informed with the benefit of the report prepared by the Council's Leisure and Recreation Manager (the Amenity Report) on the impact of the EFA's proposal on the amenity value of the Ground. The Amenity Report identifies how the proposed development will initially impact upon the Ground and Retained Land as follows:-

- 1 *The highest quality pitch (1) will be constrained in how it is used and maintained reducing its standard.*
- 2 *5 aside pitches/training areas 8 and 9 will be lost.*
- 3 *Overflow car parking area will be lost.*
- 4 *Proposals to upgrade changing rooms to meet current Sport England Standards by moving to the west of the Pavilion may no longer be possible.*
- 5 *The area of trees to the north of the proposed site of the school will have a significantly lower recreational or amenity value than present.*

- 6 *The effective space for recreation will be reduced.*
- 7 *The number of people aware of and using Mapledurham may increase due to greater awareness.*
- 8 *Visual amenity of the Ground.*
- 9 *Greater pressure on the access road to the Ground.*

The Amenity Report, suggests some solutions for mitigating the above, with a recommendation that a landscape plan should be produced to allow for a full assessment of the likely impact on the use of the Ground for recreation having regard to the EFA proposal. As per the above numbered points we summarise below the possible means of mitigation referred to in the Amenity Report.

- 1) The EFA Development Proposal allows for a minimum of 7m as run off from pitch 1 to the new school boundary which may be increased to 10m during the maintenance cycle. The Leisure and Recreation Manager has suggested in his report to the Sub-Committee that a reconfiguration of all playing pitches within the Ground will enable this to be achieved. However, this may result in the loss of mature trees in the middle of the Ground - we believe 4 poplar trees.
- 2) The EFA proposal will result in the loss of pitches 8 and 9 – a reconfiguration of the playing pitches and the provision of an artificial playing area could provide a realistic alternative as well offsetting any increased use of the remaining pitches.
- 3) An area of overflow car parking will be lost, however not entirely as space will be retained to the north of the proposed new school boundary and the addition of 20 new surfaced spaces are to be provided by the new development. Furthermore, the retention of the emergency access between the west of the Pavilion and east of the new school boundary will provide additional overflow space on playing fields south of the Pavilion.
- 4) It will no longer be possible to implement the proposed extension to upgrade changing facilities to the west of the Pavilion – it will be necessary therefore to consider an alternative solution which could include either extending the Pavilion elsewhere or alternatively an internal reconfiguration as part of the building's regeneration.
- 5) It is recognised that the stand of trees to be retained to the north of the proposed new school boundary, will have lower amenity value, post development. However the solution will be to offset this reduction in amenity value, through additional tree planting elsewhere within the Ground.
- 6/7) The EFA Development Proposal will reduce the effective total recreational space within the Ground. However, this may be offset by re-planning the use of the Ground and maximising the efficient use of available playing space.
- 8) Any impact on visual amenity can be offset through a tree planting programme, which will also enhance the amenity value of the Ground generally.
- 9) The increased use of the primary access will be addressed through a widened road built

to a Highway Standard and sufficiently widened to enable two-way traffic.

4.1 Impact on Amenity Value of the Ground and Retained Land

As instructed we set out below for the benefit of the Sub-Committee, our opinion on the scope for advancing the Charity's recreational object (and in particular the enhancement of the amenity value of the Retained Land) if the Sub-Committee were to accept the EFA proposal.

4.2 Facilities

- The EFA will pay to upgrade and enhance the existing access to a Highway Standard, this being widened to 4.8m, thereafter allowing for two way traffic. Such an improvement will reduce traffic congestion and improve the use of the Ground, as well minimising the Charity's cost maintaining the existing access in the short/medium term. Future maintenance costs will be shared with the EFA on a user pays basis. Greater pressure on access was identified within The Amenity Report - the EFA Proposal appears, subject to planning, to be a deliverable solution and benefit for the Retained Land, enhancing the amenity value of the Ground.
- The EFA will upgrade/surface the existing unmade car parking spaces, enhancing the use of the Ground and reducing short and medium term maintenance costs. Future maintenance will also be on a user pays basis with the EFA.
- The EFA have confirmed that they will improve services into their development, which the Charity will be given rights to connect to (at the Charity's cost). This may assist with the regeneration of the Pavilion and reduce associated costs.
- The EFA will provide improved lighting and security to the access and car parking, thereby enabling the Ground to be used more safely and extensively, particularly during winter months.
- Albeit that its specific terms would need to be agreed (but this agreement is a condition for exchange of contracts), the CUA will provide the opportunity to agree terms which should result in the improved use of Ground and school facilities for the benefit of the Charity's beneficiaries. Increased use of facilities may help to increase the sustainability of the Pavilion when it is regenerated and maintenance costs for the Ground will be supported through EFA funding.
- Use of the school hall by the beneficiaries may provide an additional facility for alternative sporting facilities.
- The EFA development will be built in such a way that the facilities widen the reach and attraction to groups of people currently excluded through impairments of one sought or another.
- The EFA has confirmed that boundary treatments will be agreed to be undertaken in a sensitive way with appropriate landscaping and planting to protect the natural setting and the Ground.

- The EFA Proposal does reduce overflow car park space to the north of the proposed new school boundary, but not entirely and furthermore new school parking spaces will be available for beneficiaries. The new access to the school over the Retained Land will require careful planning and traffic management. The EFA has accepted this and confirmed that a Travel Plan will be agreed through the planning process, which will seek to limit unnecessary traffic - the CUA will be used to further clarify how different community groups can make best and most efficiently use of available car parking and the access.
- The loss of pitches 8 and 9 and possible short term impact on pitch 1 may be regarded as a negative impact on the amenity value of the Ground. However the completion of a landscape plan will define how a reconfiguration of the existing playing fields can offset this negative impact.
- The loss of land and impact upon trees to the north of the Ground, as well as the likely removal of 4 poplar trees to enable a reconfiguration of playing pitches, can be offset through a planned tree planting scheme(s) which can enhance the appearance of the Ground whilst concurrently encouraging biodiversity, flora and fauna for the benefit and enjoyment of beneficiaries.

Premium and Funding

- The agreed premium of £1,360,000 (One Million Three Hundred and Sixty Thousand Pounds) for a disposal of a Long Leasehold interest is significantly in excess of the current Market Value of £30,000 (Thirty Thousand Pounds) as reported at Section 7 and closer to a consented residential value as opposed to an area of open space with strict planning designations
- In addition to the £1,360,000 (One Million Three Hundred and Sixty Thousand Pounds) we understand that Reading Borough Council has committed a further sum of £85,000 of S106 money towards the refurbishment / replacement of the Pavilion. The local community itself raising £75,000 with another £25,000 committed albeit WADRA who hold the monies have stated it will only be released if the entirety of the Ground remains i.e. there is no disposal of land to the EFA - a total potential fund therefore of £1,540,000 (One Million Five Hundred and Forty Thousand Pounds), which is the gross figure given the EFA's undertaking in relation to the Charity's legal and property costs (with an additional undertaking to be discussed). Within the Amenity Report, the author identifies a list of facilities/actions to be considered during the development of the landscape plan. With regards to this list, we consider that a surplus of circa £400,000 could be retained for the longer term benefit of the Charity.

5. Valuation Methodology

- 5.1.1 In undertaking our current Market Valuation of the Relevant Land we have adopted the Comparable Method, albeit there is very limited evidence of open market sales based upon the existing use.

6. Valuation Definitions

6.1.1 Market Value

"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"

7. Valuation

- 7.1.1 In our opinion the Market Value of the Relevant Land as at 12th December 2016, subject to the assumptions and comments in this report and appendices was £30,000 (Thirty Thousand Pounds)
- 7.1.2 Values change over time particularly when markets are unusual active or inactive. This should be borne in mind in relation to the date of valuation

8. Section 119 Certificate

- 8.1.1 Bruton Knowles has been instructed and is acting exclusively for Reading Borough Council, acting in its capacity as the Trustee of the Charity and we have considered the proposed disposal of the Long Leasehold interest for a 125 year period in light of Section 119 (i) of the Charity's Act 2011. We consider it to be in the best interest of the Charity to proceed with the proposed transaction with the Secretary of State for Communities and Local Government. We have considered the Terms of the Sale as detailed above and recommend them as the best that can readily be achieved.

We trust that this report is satisfactory for your immediate purposes but, should any matter require further clarification, we shall be pleased to hear from you. We would reiterate that neither the whole nor any part of this Valuation Report may be included in any published document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.

Ian Mercer MRICS FAAV
RICS Registered Valuer
For and on behalf of
Bruton Knowles

Ian S Pitt BSc (Hons) FRICS IRRV (Hons)
RICS Registered Valuer
For and on behalf of
Bruton Knowles

Appendix One

Location and Site Plans

**SITE PLAN 1: Mapledurham Playing Fields,
Woodcote Road, Reading,
RG4 7EZ**

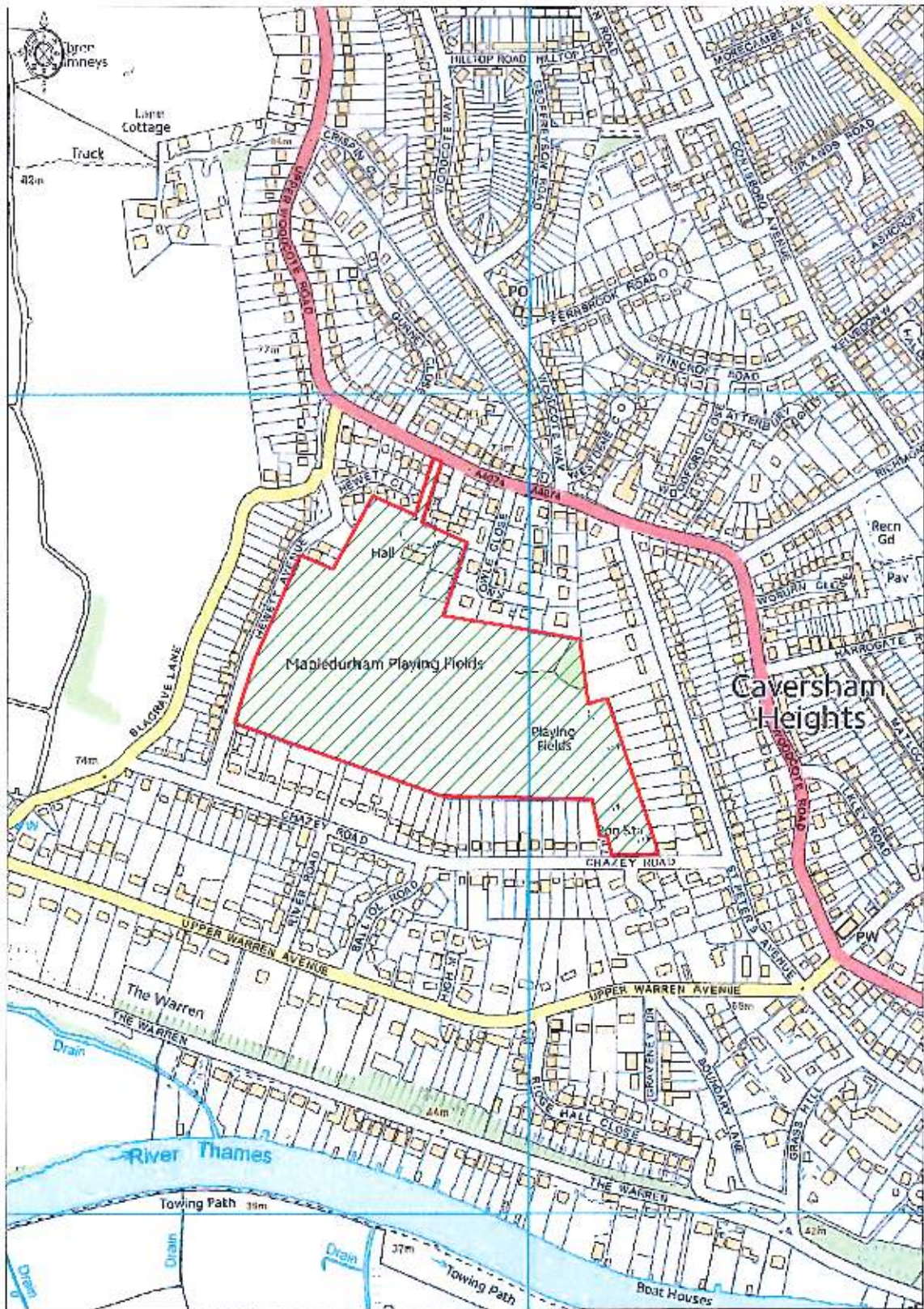


Urbanbase Map by © Crown Copyright 2016. All rights reserved.
Mapcode number 100002422. Mapcode Scale = 1:2500



**Prepared by Bruton Knowles,
for Identification Purposes Only**

**SITE PLAN 2: Mapledurham Playing Fields,
Woodcote Road, Reading,
RG4 7EZ**



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The Ordnance Survey National Grid Reference is RG4 7EZ.

**Prepared by Bruton Knowles,
for Identification Purposes Only**

SITE PLAN 3: The Relevant Land



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for Identification Purposes Only**

Appendix Two

EFA Development Proposal Plan

Proposed Site Plan

- KEY
- ORANGE LINE: PROPOSED SITE BOUNDARY - 2015/2016
 - RED LINE: EXISTING SITE BOUNDARY
 - RED DASHED LINE: NEW/EXISTING/PROPOSED CONSTRUCTION VEHICLES
 - ORANGE BLOCK: PROPOSED SCHOOL BLOCK
 - YELLOW BLOCK: EXISTING PAVING
 - GREEN BLOCK: NEW PAVING
 - RED LINE: NEW/EXISTING
 - GREEN LINE: VISITOR ENTRY POINT
 - ORANGE TRIANGLE: ASSEMBLY/SPORTS FACILITIES
 - RED TRIANGLE: NEW BUILDINGS
 - ORANGE TRIANGLE: STRATEGIC PLANTING ZONES



Appendix Three

Standard Terms of Condition of Engagement

Standard Terms & Conditions of Engagement

1 R.I.C.S. Valuation Standards

Our valuation has been made in accordance with the RICS Valuation – Professional Standards January 2014 Global & UK Edition (as amended April 2015), this firm being independent Valuers as defined in the manual.

2 Basis/Bases of Valuation

In accordance with your instructions, our valuation has been prepared under one or more of the following bases of valuation.

Market Value (MV) is :-

"The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion."

The interpretative commentary contained within Valuation Practice Statement 4 (VPS4) of the RICS Valuation – Professional Standards January 2014 Global & UK Edition forms an integral part of this definition.

Existing Use Value (EUV) is :-

"The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction, after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion, assuming that the buyer is granted vacant possession of all parts of the property required by the business and disregarding potential alternative uses and any other characteristics of the property that would cause its Market Value to differ from that needed to replace the remaining service potential at least cost."

The interpretative commentary contained within UKVS 1.3 of the RICS Valuation – Professional Standards January 2014 Global & UK Edition forms an integral part of this definition.

Fair Value (FV) is :-

"The amount for which an asset could be exchanged between knowledgeable, willing parties in an arm's-length transaction."

The interpretative commentary contained within VPS4 of the RICS Valuation – Professional Standards January 2014 Global & UK Edition forms an integral part of this definition.

Market Value having regard to Trading Potential is :-

"The estimated amount for which a property with trading potential, which may include assets other than land or buildings, should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion."

VPGA4 within RICS Valuation – Professional Standards January 2014 Global & UK Edition forms an integral part of this definition.

Market Rent (MR) is :-

"The estimated amount for which a property, or space within a property, should lease (let) on the date of valuation between a willing lessor and a willing lessee on appropriate lease terms in an arm's-length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion."

The interpretative commentary contained within VPS4 of the RICS Valuation – Professional Standards January 2014 Global & UK Edition forms an integral part of this definition.

Appendix Four

Heads of Terms

DRAFT HEADS OF TERMS: LEASEHOLD ACQUISITION

125 YEAR LEASE AT PEPPERCORN WITH PREMIUM

SUBJECT TO CONTRACT

Note: Although these heads of terms are not intended to be legally binding, once agreed, they will be distributed within the Department for Education and will inform the production of a number of documents between the school and the Secretary of State. It will therefore not be possible to agree variations to the commercial terms set out below once the heads of terms are agreed between the parties. In addition, a number of the provisions relate to policy requirements of the Department. Any derogations from the heads of terms would be considered on a case by case basis and the terms of other transactions would not necessarily be relevant.

1. **Landlord** Reading Borough Council acting in its capacity as sole managing trustee of the Recreation Ground Charity (registered charity number 304328) (the "**Charity**") at Mapledurham, Berkshire (and, to the extent necessary or relevant, the Official Custodian for Charities, which holds legal title to the Recreation Ground at Mapledurham, Berkshire)
2. **Landlord's Agent** Ian Mercer, Bruton Knowles
3. **Landlord's Solicitor** Jessica Booz, Veale Wasbrough Vizards LLP
4. **Tenant** THE SECRETARY OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT, 4th Floor, Fry Building, 2 Marsham Street, London, SW1P 4DF
5. **Tenant's Agent** David Roberts, JLL
6. **Tenant's Solicitor** Trowers & Hamfins LLP of 3 Bunhill Row London EC1Y 8YZ marked for the attention of Sangita Unadkat SUnadkat@trowers.com
7. **Property** 1.23 acres at Mapledurham Playing Fields, Woodcote Road, Caversham, Reading RG4 7EZ

A plan is attached showing the Property outlined in red

Note that the lease includes part only of the Landlord's ownership
8. **Form of Lease** EFA Model Free School Lease (in the form attached to these Heads of Terms)

Amended only in accordance with the agreed Heads of Terms

- 9.1 The Tenant may assign the lease to an Academy or proposed proprietor of an Academy without consent
- 9. Assignments, Underleases and Sharing Possession**
- 9.2 Underletting
The Tenant can underlet the whole or part of the Property for terms of less than 10 years without Landlord's prior written consent and for longer terms with Landlord's prior written consent not to be unreasonably withheld or delayed
- 9.3 Sharing
The Tenant can share occupation of the Property with another Academy or proposed proprietor of an Academy or with any body or organisation providing services or facilities which are within the permitted use provided that no relationship of landlord and tenant is created
- 10. Tenant's Rights**
- 10.1 The Tenant will have an appropriate pedestrian and vehicular right of access to its site, including for construction traffic (subject to formal licence being granted)
- 10.2 The Tenant will have the right to connect into service media on the Landlord's retained land, provided that if any improved services are required (or capacity increased) the Landlord can benefit from these improved services.
- 10.3 The Tenant will have the right to use the Landlord's retained car park for drop off/pick up purposes only between 7.30am and 9am and 3pm and 6pm during term time, subject to a Community Use Agreement
- Please note that all school staff parking will be within the Tenant's demise. Also use of the car park for drop off/pick up will be minimised as far as possible through the schools Travel Plan
- 10.4 The Tenant will have the right to use an enhanced sports pitch on the Landlord's retained land during school hours/term time, subject to a Community Use Agreement
- 10.5 Any specific rights required in relation to the Property which may need to be provided for in the lease as identified and agreed between the parties as necessary following completion of due diligence and as required by the Community Use Agreement

- 11. Landlord's Rights Reserved** The community will be able to access the Tenant's school hall, new MUGA and car park outside of school hours/term time, subject to a Community Use Agreement (please refer to the note at the end of these heads of terms)
- Reciprocal rights to connect into services at the Property, at the Landlord's cost.
- 12. Term** The lease will be for a term of 125 years beginning on the date on which the lease is completed
- 13. Rent** The rent under the lease will be one peppercorn per annum
- 14. Premium** Premium payable = £1,360,000 (one million, three hundred and sixty thousand pounds) upon completion of the lease.
- 15. Tenant's Break Clause** The Tenant will have the right to break the lease at the end of the 5th year of the term and every 5 years thereafter. To exercise the right to break the Tenant must give the Landlord 6 months' prior written notice. The break right is conditional on the Tenant returning the Property free of occupational interests and charges and in accordance with the repairing obligations under the lease.
- 16. Maintenance**
- 16.1 The Tenant will contribute towards its shared use of the access, Landlord car park and enhanced sports pitch. The amount will be calculated as a fair proportion of the total maintenance expenditure based on usage
- 16.2 An appropriate annual maintenance cap to be agreed, to include if appropriate a sinking fund
- 17. Charging** The Property can be charged to the DfE without Landlord's consent or otherwise, with the Landlord's prior written consent not to be unreasonably withheld or delayed
- 18. Early Access**
- 18.1 The Landlord will permit the Tenant to access the site prior to exchange of contracts and/or following exchange of contracts for the purposes of undertaking survey work
- 18.2 The terms of the access will be as follows:-
 (a) The Tenant to provide reasonable prior notice to the Landlord to which the Landlord will need to consent (such consent not to be unreasonably withheld or delayed)

- (b) the Tenant to make good any damage it causes to the reasonable satisfaction of the Landlord
- (c) subject to a formal licence being entered into.
- (d) subject to a reasonable licence fee being paid. If the value of the licence and its impact on the amenity value of the Property is nominal, then the licence fee would be nominal.

- | | | |
|---|------|--|
| 19. Exchange & Completion | 19.1 | The parties will endeavour to exchange contracts by the end of March 2017 |
| | 19.2 | Completion will take place following satisfaction of all the conditions precedent for completion though the Tenant will be permitted to elect to complete earlier at its discretion. |
| | 19.3 | The Agreement for Lease will permit the Tenant to assign the Agreement for Lease to another school trust prior to completion without Landlord's consent being required |
| 20. Conditions Precedent for Exchange of Contracts | | Exchange of Contracts will be conditional upon:- |
| | 20.1 | Satisfactory completion of title investigation by the Tenant |
| | 20.2 | Receipt of satisfactory survey results by the Tenant |
| | 20.3 | Consultation by the Landlord with the beneficiaries of the Charity and the Management Committee of the Charity in relation to the proposed grant of the lease |
| | 20.4 | The consent of the Charity Commission for England and Wales to the grant of the Lease (without an appeal being made during the relevant appeal period) |
| | 20.5 | Landlord and Tenant approval |
| | 20.6 | The Landlord and Tenant agreeing a Community Use Agreement in relation to use of the Landlord and Tenant facilities |
| 21. Conditions Precedent for Completion | | Completion will be conditional upon:- |
| | 21.1 | Tenant obtaining planning permission (without a challenge being made during the JR period) for a new build 2FE primary school with appropriate pedestrian and vehicular access upon terms acceptable to the Tenant provided that the Landlord will approve the planning application before it is submitted in respect of the build area, access route and construction traffic plan and such other issues as shall in the Landlord's opinion acting reasonably have any effect upon the amenity value of the land retained by the Landlord as trustee of the Charity, such approval not to be unreasonably delayed (and in relation only to issues of amenity value specifically referred to in these Heads of Terms, such |

approval not to be unreasonably withheld) . The Tenant will apply for that planning permission and pursue that application with due diligence.

21.2 In the event that the planning application is refused and/or is subject to onerous conditions so as not to amount to an acceptable planning permission, the Tenant may appeal

21.3 The long-stop date for the satisfaction of the condition will be 24 months from the date of the Tenant's planning application

22. Costs

The Landlord's reasonable and proper legal and property costs (up to £27,500 excluding VAT) in relation to this transaction will be met by the Tenant. An additional undertaking in relation to the Landlord's costs will be subject to further discussion with the EFA (on behalf of the Tenant). In addition, should any access license be required, the Landlord's reasonable and proper legal costs in relation to these licenses will be met by the Tenant (up to a cap of £2000 excluding VAT per licence).

23. Use

The use permitted by the EFA Model Free School Lease

24. Landlord's Works

The Landlord will bring one of the pitches on its retained land up to Grass Pitch Quality Performance Standard, as adopted by Sports England. The School will be permitted to use that pitch at pre-agreed times during school hours / term time for a fee which equates to a reasonable proportion according to user of the costs of maintaining the pitch (see Clause 16 above) . The Tenant will be granted step-in rights by way of remedy for non-performance of this obligation.

25. Boundary treatment

The Tenant will provide and maintain a fence around its demise subject to the Landlord's approval of the size, style, design and placement of such a fence; such approval will only be required where in the Landlord's opinion (acting reasonably) it has an impact upon the amenity value of the land retained by the Landlord as trustee of the Charity (such approval not to be unreasonably withheld or delayed).

26. Shared access and Landlord car park

The Tenant will widen the shared access as required through the planning process and also improve the condition of the shared access to at least "highways grade" as required for delivery of the school and provide a tarmacadam finish to the Landlord's retained car park.

Note: Community Use Agreement

The Community Use Agreement will include provisions dealing with the following:

Making available the School hall for hire at reasonable times outside of school hours/term time at affordable rates;

Making available the School's car parking facilities for use by users of the Recreation Ground outside school hours/term time.

The School's MUGA will also be available for hire at affordable rates and at reasonable times outside of school hours/term time. The MUGA will include appropriate lighting (subject to planning);

The typical hours of operation for the school and its associated breakfast and after school clubs, which will help stagger the impact of arrival and departure times, will be 8am-6.30pm, Monday to Friday, for approx. 42 weeks of the year. Outside of these times, the school trust is willing to commit to the MUGA and the school hall being available for use by the community provided certain conditions are met. The full arrangements will need to be set out in a Community Use Agreement, but indicatively these could include:

To commit to appropriate terms and conditions of usage (typical community use agreements include things such as abide by appropriate health and safety legislation, insurance for the activities, agreed charges are paid etc.);

The type of usage and hours of operation do not contravene any planning conditions that may be imposed on the site/facilities e.g. late night usage, noise etc;

The full costs of the usage are met and contribute to the overall viability of the facilities e.g. if someone is needed to open and close the site late at night/weekends etc. these costs are met in full and it is possible to secure staff to undertake this work;

Facilities are returned in the appropriate state for school usage/the next user e.g. cleaning is paid for etc.

Community use agreements by schools are now common place. Sports England produce guidance on them at:

<http://www.sportengland.org/facilities-planning/planning-for-sport/planning-tools-and-guidance/community-use-agreements/>

In relation to charges, it is common place for schools to make distinctions in their charging regimes depending on the nature of the group, its ability to pay, the activity, the resourcing implications (e.g. cleaning, finding someone to open/close at the weekends) and an assessment of value to the community. It is also the case that costs will vary depending on days and hours of hire and resources to be used. This is because, for example, it is likely to cost more to employ someone to attend late evening at a weekend to open and close a venue etc. than say early evening during the week. We commit to engaging with the community about activities to be put on and the associated charging regime. The EFA and the school remain committed to contributing effectively to the community and fully plan for fees to be reasonable and relate to the ability of the group to pay any costs.

READING BOROUGH COUNCIL

REPORT BY DIRECTOR OF ENVIRONMENT AND NEIGHBOURHOOD SERVICES

TO:	MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE		
DATE:	20 DECEMBER 2016	APPENDIX 4	
TITLE:	MAPLEDURHAM RECREATION GROUND- IMPACT OF EDUCATION FUNDING AGENCY PROPOSAL		
LEAD COUNCILLOR:	COUNCILLOR GITTINGS	PORTFOLIO:	CULTURE, SPORT AND CONSUMER SERVICES
SERVICE:	ECONOMIC AND CULTURAL DEVELOPMENT	WARDS:	MAPLEDURHAM
LEAD OFFICER:	BEN STANESBY	TEL:	0118 937 5071
JOB TITLE:	LEISURE AND RECREATION MANAGER	E-MAIL:	Ben.stanesby@reading.gov.uk

1. PURPOSE AND SUMMARY OF REPORT

- 1.1 To provide an initial assessment of the impact of a proposal from the Education Funding Agency (EFA) on the amenity value of the Mapledurham Recreation Ground (The "Ground").

2. RECOMMENDED ACTION

- 2.1 That the Sub-Committee note the contents of the report in considering the proposal from the EFA.
- 2.2 That, if the Sub-Committee decides to pursue the EFA's proposal, a landscape plan is produced to allow a more detailed assessment of the impact on the amenity value of the Ground.

3. POLICY CONTEXT

- 3.1 Reading Borough Council holds the Ground in its capacity as charity trustee of Recreation Ground at Mapledurham (the "Charity") and the object of the Charity is: "the provision and maintenance of a recreation ground for the benefit of the inhabitants of the Parish of Mapledurham and the Borough of Reading without distinction of political, religious or other opinions."

3.2 The Sub-Committee has delegated authority, with the support of the Officers, to discharge Reading Borough Council's functions as charity trustee of the Charity. The Sub-Committee has a duty to make all decisions in what it considers to be the best interests of the Charity and in order to advance the object referred to above and any such decision must be in line with all relevant charity law and other legal restrictions. This duty applies in respect of the Sub-Committee's consideration of the proposal submitted by the EFA.

4. THE PROPOSAL

4.1 There are 9 football playing areas/pitches that are used for formal football at Mapledurham. Their locations are shown below:

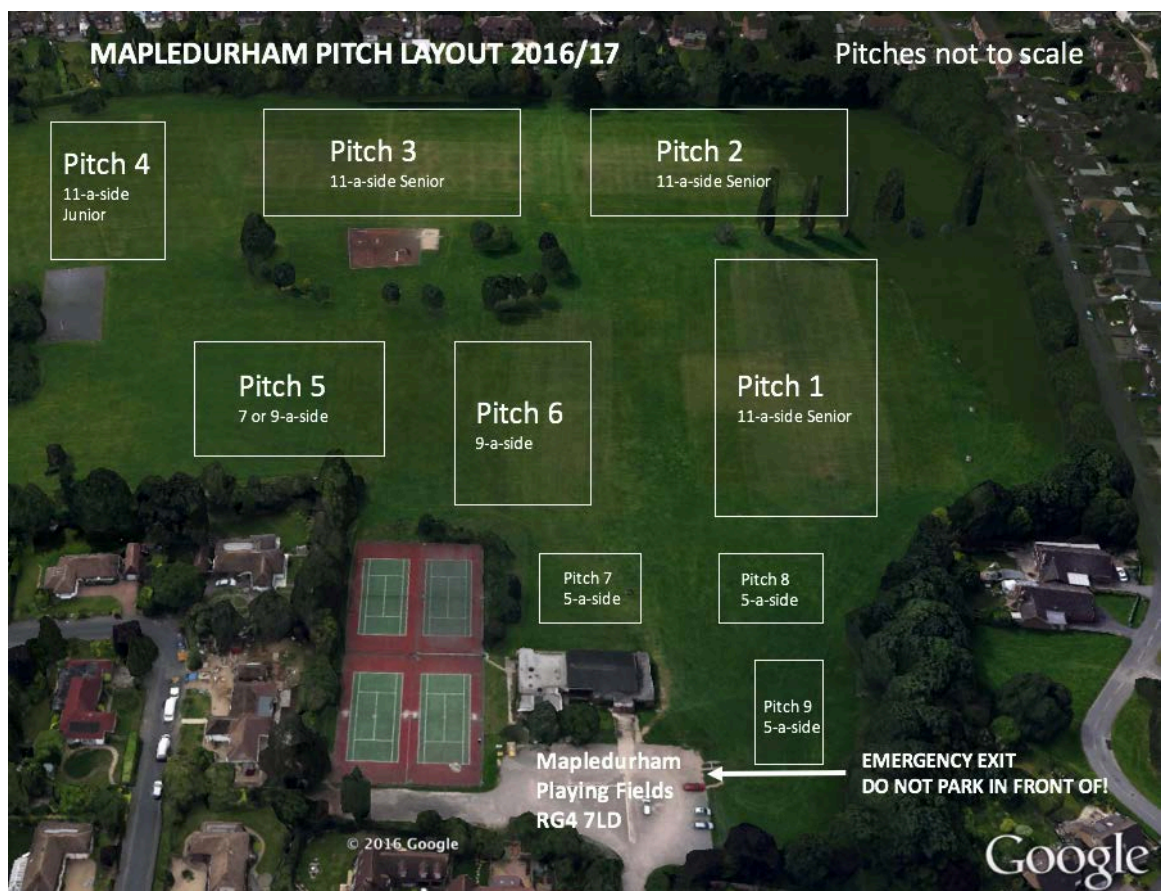


Fig. 1 Note orientation north is towards the bottom of the photo.

4.2 A proposal has been received from the EFA situating the school to the north of the playing fields next to the Pavilion.



Fig. 2

4.3 This proposal (received at the time of writing this report) is not to scale and the impact on the playing fields is therefore based upon an interpretation of limited information. It is believed the development will have an impact on a number of facilities and activities. This will include but may not be limited to:

- 4.3.1 The highest quality pitch (pitch 1) will be constrained in how it is used and maintained, reducing its standard.
- 4.3.2 5 a side pitches/training areas 8 and 9 will be lost.
- 4.3.3 Overflow car parking area will be lost.
- 4.3.4 Proposals to upgrade changing rooms to meet current Sport England standards by moving to the west of the Pavilion may no longer be possible.
- 4.3.5 The area of trees to the north of school will have a significantly lower amenity value than present.
- 4.3.6 The effective space for recreation will be reduced.
- 4.3.7 The number of people aware of and using the Ground may increase due to greater awareness.
- 4.3.8 Visual amenity of the Ground.
- 4.3.9 Greater pressure on site access road.

- 4.4 It may be possible to mitigate many of the impacts listed above. A landscape plan is required to assess how these may be achieved. The production of a landscape plan will include consultation with the Charity's beneficiaries to determine what facilities would be most beneficial and acceptable. This process will be arranged in conjunction with the Management Committee.
- 4.5 A 7m run off will not accommodate the space required to move pitch 1 to allow renovation and meet the run off standards requested from the senior adult Sunday League. In order to maximise, and meet existing use of the pitch, this slight movement of the pitches allows high use areas such as goal mouths to be rotated and recover. Pitch 1 is the only pitch that the local league has been happy using in the past at the Ground, the other pitches being too constrained in terms of space.
- 4.6 The pitch may be accommodated with a reconfiguration of the site. This will afford the opportunity to make best use of space but will likely result in the loss of some mature trees between pitches and around the play area in the middle of the park.
- 4.7 The lost training/five aside pitches 8 and 9 may be accommodated in a reconfiguration or provision of an artificial turf area. This will be dependent upon how the site may be configured.
- 4.8 It may be possible to accommodate overflow car parking. This would necessitate a vehicular access route into the fields between the school and pavilion.
- 4.9 An access from the car park to field way would restrict how the pavilion may be extended in the future. The changing rooms in the pavilion are currently of a poor quality and too small to meet Sport England standards. Previous plans have identified extension to the west of the pavilion. It may be necessary to change use of some parts of the pavilion if the building cannot be extended.
- 4.10 The separation of the area of trees to the north of the school footprint will reduce the space available for recreation within the playing fields. An assessment of a landscape plan would allow an evaluation on the impact on recreation. An increase in facilities and appropriate tree planting may support intensified use and reduce visual intrusion of the new development.
- 4.11 The access way from Woodcote Road could be widened to allow vehicles accessing and egressing the site along with pedestrian footways.
- 4.12 The development of the landscape plan should also include school facilities. It is important not to duplicate facilities, for example plans may include a school Multi-Use Games Area, separate basketball area and an artificial turf pitch within the park. They support similar activity, are unlikely to all be used at the same time and therefore are a poor use of funds and space

4.13 The following improvements listed below which may not be exhaustive will be considered during the development of the landscape plan as follows:

- Pavilion Refurbishment/Rebuilding (£450k - £600k)
- Improvements to grass football pitches (£50k - £100k)
- Small Floodlit Artificial Turf Pitch: Rubber filled (£385k) OR
- Full size Floodlit Artificial Turf Pitch: Rubber filled (£500k)
- Tree replacement (£20k- £30k)
- Play area - upgrade and relocate next to the pavilion (£150k - £200k)
- Relocate ball area to next to the school (£60k - £100k)
- New furniture (seats/bins etc) - (£10k - £20k)
- A perimeter footpath and linking paths eg: to play area (£125k - £150k)
- Fitness stations around perimeter path (£25k - £50k)
- Boundary improvements (£15k)

The proposed improvements would be consulted upon with the beneficiaries. Clearly not all the improvements could be carried out. The costs identified above are intended solely to provide an indication of likely scale of expenditure to give an indication of what may be achievable. These may change significantly depending on the scale and quality of any improvements. They exclude likely professional fees, contingency and other on-costs.

4.14 It is proposed to produce a landscape plan, using the elements identified above to determine that would enhance the amenity value of the Ground to meet the needs of the Charity's beneficiaries. This will serve as a basis to assess the impact of the proposed development on the Ground.

5. CONTRIBUTION TO STRATEGIC AIMS

5.1 Leisure and Recreation services are a key contributor to producing a sustainable environment and economy within the Borough and to meeting the 2015-18 Corporate Plan objective for "Keeping the town clean, safe, green and active."

5.2 Equal Opportunities:

5.2.1 Being mostly free to use and open every day, parks are particularly important to people with limited income and limited open space at home. There is little barrier to use, whether by ethnic origin, social background, physical or financial means. Consequently, parks and open spaces in general are the most frequently used Council service by choice.

5.2.2 Enhancements to the town's leisure facilities will encourage greater and safer use by the local community. Access to improved local facilities is essential in order to provide everyone with an opportunity to improve their quality of life.

5.3 Sustainability Implications:

5.3.1 Parks and open spaces are a key contributor to a sustainable and healthy environment whilst encouraging an active and healthy lifestyle of those participating.

5.3.2 Well-designed and well-maintained public open spaces and leisure facilities contribute to social well-being and help reduce the fear of crime.

6. COMMUNITY ENGAGEMENT AND INFORMATION

6.1 If the Sub-Committee decides to pursue the EFA's proposal, Officers recommend that a landscape plan is produced to allow a more detailed assessment of the impact on the amenity value of the Ground and that this should be consulted on with the Charity's beneficiaries and Management Committee as part of the wider consultation recommended by Officers.

7. EQUALITY IMPACT ASSESSMENT

7.1 Under the Equality Act 2010, Section 149, a public authority must consider whether the decision will or could have a differential impact on: racial groups; gender; people with disabilities; people of a particular sexual orientation; people due to their age; people due to their religious belief. Approval of the decisions to carry out any of the improvement work will not have a differential impact on any of the above.

7.2 An Equality Impact Assessment will be considered as part of the development of a landscape plan.

8. LEGAL IMPLICATIONS

8.1 This is set out in the report on the Proposal from the Education Funding Agency, at Agenda item 4 on tonight's agenda.

9. FINANCIAL IMPLICATIONS

9.1 Very broad estimates of cost have been made within this report. During the production of a landscape plan greater confidence in cost would be developed.

10. BACKGROUND PAPERS

10.1 2015-18 Corporate Plan

READING BOROUGH COUNCIL

REPORT BY HEAD OF LEGAL AND DEMOCRATIC SERVICES AND CHIEF VALUER

TO:	MAPLEDURHAM PLAYING FIELDS TRUSTEES' SUB-COMMITTEE		
DATE:	20 DECEMBER 2016	AGENDA ITEM:	APPENDIX 5
TITLE:	MAPLEDURHAM PLAYING FIELDS FOUNDATION - FIT4ALL		
LEAD COUNCILLORS:	COUNCILLOR EDWARDS	PORTFOLIO:	MAPLEDURHAM PLAYING FIELDS CHAIR OF TRUSTEES
SERVICE:	TRUSTEE OF CHARITY	WARDS:	MAPLEDURHAM
LEAD OFFICER:	BRUCE TINDALL CHRIS BROOKS	TEL:	0118 937 2594 0118 937 2602
JOB TITLE:	CHIEF VALUER HEAD OF LEGAL AND DEMOCRATIC SERVICES	E-MAIL:	bruce.tindall@reading.gov.uk chris.brooks@reading.gov.uk

1. PURPOSE AND SUMMARY OF REPORT

- 1.1 Further to Minute 7 of your meeting on 16 October 2016, this report provides an update on the FIT 4ALL presentation, proposed by the Mapledurham Playing Fields Foundation (MPFF). The proposal considered by the Sub-Committee on 16 October 2016 is attached at Appendix A. The note of a meeting held on 2 November 2016 between representatives of the Council and MPFF to discuss the Fit4All proposal is at Appendix B.

2. RECOMMENDED ACTION

- 2.1 That the current position regarding the "Fit4All" presentation be noted.

3. POLICY CONTEXT

- 3.1 MPFF's objects are:

"To provide or assist in the provision of facilities at Mapledurham playing fields in the interests of social welfare for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age infirmity or disability, financial hardship or social circumstances with the object of improving their conditions of life".

- 3.2 The Sub-Committee at its meeting in October resolved:

That the "Fit4All" presentation be noted and officers be authorised to discuss the detail of the proposals with Mr Watt and representatives of the 'Fit4All' proposal and report back to the next meeting of the Sub-Committee.

4. THE PROPOSAL

- 4.1 Officers met with representatives of FIT4ALL on 2 November 2016 where the presentation submitted to and considered by the Sub-Committee was considered in

further detail. A number of action points arose during that meeting and these are currently being undertaken by both sides.

5. COMMUNITY ENGAGEMENT AND INFORMATION, AND EQUALITY NIMPACT ASSESSMENT

- 5.1 it is not known whether the FIT4ALL proposal was subject to any public consultation by MPFF prior to its submission to the Council.

6. LEGAL IMPLICATIONS

- 6.1 This is set out in the report on the Proposal from the Education Funding Agency, at Agenda item 4 on tonight's agenda.

- 6.2 The Mapledurham Playing Fields Foundation has been registered as a charity. Its charitable objectives are:

"To provide or assist in the provision of facilities at Mapledurham playing fields in the interests of social welfare for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age infirmity or disability, financial hardship or social circumstances with the object of improving their conditions of life".

7. FINANCIAL IMPLICATIONS

- 7.1 The financial implications of this proposal have not yet been assessed.

8. BACKGROUND PAPERS

Fit4All Proposal - submitted to the Sub-Committee on 16 October 2016
Points Raised at Fit4All Second Review - Note of meeting held on 2 November 2016

Fit4All

A proposal to make Mapledurham Playing Fields fit for all without losing land

This proposal is to enhance the facilities and operations at Mapledurham Playing Fields (MPF), without need to sell land to fund it. It is put forward, on behalf of a large group of volunteers who have collectively committed to dedicate their time, energy and expertise to ensure its implementation and sustained success, as an alternative to the proposal submitted by the Education Funding Agency (EFA).

In contrast to the EFA proposal this is not a one-time fix, which will eventually be exhausted, but a transformation to safeguard the long-term sustainability of the object of the trust, the provision and maintenance of a recreation ground. It builds on ongoing voluntary initiatives, which have already realised substantial achievements and demonstrate the strength of commitment of the community to the protection, maintenance and enhancement of MPF.

Enhancement of the facilities and operations at MPF will be undertaken by the Mapledurham Playing Fields Foundation (MPFF), a charity with the object “to provide or assist in the provision of facilities at Mapledurham Playing Fields ...” To be able to do this it needs Reading Borough Council (RBC), as Trustee of the Recreation Ground (Registered Charity #304328), to:

- Grant MPFF a 30 year lease of the Mapledurham Playing Fields, including the Pavilion, Car Park and Drive, at a nominal rent .This will entail obtaining Charity Commission approval of a variation to the scheme governing the Recreation Ground Trust (Registered Charity #304328) and require negotiation of the registration of the Pavilion, Car Park and Drive as an “Asset of Community Value”. WADRA, the registrant, has already indicated its willingness to co-operate in this.
- Delegate MPFF full management control of Mapledurham Playing Fields, within the terms of the scheme, including usage of Mapledurham Playing Fields, development of Mapledurham Playing Fields and collections and disbursement of all income and expenditure incurred in the operation, maintenance and development of Mapledurham Playing Fields. This will entail transfer of all responsibilities from the Mapledurham Management Committee to MPFF. As the Mapledurham Management Committee was established as part of the scheme governing the Recreation Ground Trust (Registered Charity #304328), this will entail obtaining Charity Commission approval of a variation to the scheme.
- Allow MPFF to grant Caversham Trents Football Club a 25 year “Right to Hire” of all marked football pitches, designated practice areas and equipment storage facility. As this is beyond the authority of the trustee, it will entail obtaining Charity Commission approval of a variation to the scheme.

It also needs Reading Borough Council (RBC), as local authority, to:

- Release the remaining £85,000 Section 106 funds promised for the refurbishment of the Pavilion.

Fit4All

A proposal to make Mapledurham Playing Fields fit for all without losing land

- Agree to make an annual contribution of £21,000, which is in proportion to that received from Mapledurham Parish Council.

The details of the proposal are specified in the following sections:

- **Background** – provides the context of the proposal
- **Objective** - outlines the programme of improvements by which MPF will be made fit for all without losing land.
- **Organisation** – describes the structure of MPFF.
- **Funding** – details the various sources of funding for the proposal.
- **Pavilion Restoration** – shows the floor plans of planned phases of restoration of the Pavilion.
- **Business Plan** – details how the proposal will be funded and the Recreation Ground Trust transformed to a self-sustaining enterprise.
- **Support** – comprises letters of support, for the proposal, from national sporting organisations.
- **Volunteers** – list the names and addresses of volunteers committed to dedicate their time, energy and expertise to ensure the implementation and long-term success of the proposal.
- **WADRA Letter of Consent** – is a copy of the letter from WADRA consenting to the release of the funds it has secured to MPFF for the restoration of the Pavilion
- **Quotations and Calculations** – is the alternative quotation for ground maintenance.
- **Trust Comparisons** – compares and contrasts hall rental income with other similar local trusts to illustrate the potential attainable.

Fit4All

A proposal to make Mapledurham Playing Fields fit for all without losing land

Background

Mapledurham Playing Fields has for many years been a valued recreational and social hub. The playing fields themselves are very popular, especially with footballers, though more pitches are needed and they need to be properly maintained with usable changing rooms and better amenities. Mapledurham Pavilion has been in regular use by community groups for decades, but its condition has deteriorated so much over the past 15 years that it has had to be closed.

RBC has twice proposed to sell land from MPF to fund repairs to the pavilion and other enhancements to the facilities. The first proposal, in 2001, was rejected because of the ecological damage that it would cause. The second proposal, in 2006, was put to public consultation and overwhelmingly rejected. A third proposal to sell land, this time as a site for The Heights Primary School, is under consideration.

Recent volunteer initiatives have demonstrated collective commitment to protect MPF from development inappropriate to its object and restore it to its former vibrancy.

- The Warren and District Residents Association (WADRA) has raised £100,000 to restore the pavilion. RBC has committed and reconfirmed that it will provide £100,000 contribution, of which £15,000 has been spent. The work has been delayed by RBC pending consideration of an offer from the EFA to buy land to build The Heights Free School.
- Caversham Treants Football Club (CTFC) has grown from 8 to 25 teams in the last seven years. Further growth, including increasing the number of teams for girls and launching a club for players with disabilities, cannot progress without the security of long term tenure. RBC declined to grant this until the outcome of any proposal to build The Heights Free School is decided.
- In 2014 Mapledurham Lawn Tennis Club (MLTC), with financial support from Sports England, undertook an ambitious program to improve its facilities and to triple court usage, including providing access and coaching for players who have disabilities. The final part of the plan, to provide access for wheelchair players, has been delayed because a suitable toilet cannot be installed until the pavilion is restored.
- Friends of Mapledurham Playing Fields (FoMPF) work to conserve the site's natural environment and increase biodiversity. In 2002 the Mapledurham Management Committee recommended that parts of the Playing Fields should be awarded Local Nature Reserve status, but RBC did not submit the necessary registration.

Mapledurham Playing Fields could be radically enhanced, without the need to sell land to raise funds, if the constraints were removed and volunteering allowed to flourish.

Fit4All

A proposal to make Mapledurham Playing Fields fit for all without losing land

Objective

Mapledurham Playing Fields currently has an annual deficit: the cost of maintenance is greater than income generated from rental of the pavilion and lease of pitches and courts. To revitalise MPF it must be made financially viable, ideally creating a surplus to support investment in facilities and community engagement. To achieve this, the spiral of decline has to be reversed by removing constraints on volunteer initiatives and investing in the facilities, which will allow increased utilisation and, in turn, increase income to support further investment.

This turnaround is planned in steps, to deliver the biggest improvements and greatest increase in income as soon as possible, without disrupting access and availability more than necessary.

Step 1 will be to restore the pavilion, reopen it to groups, which have been displaced, attract new users and reinstate this vital source of income. Key to attracting new users will be making booking easier and marketing the facilities more effectively. WADRA has already £100,000 to renovate the Pavilion and RBC has promised a further £100,00 of Section 106 funds of which £15,000 has been spent.. The plans have been drawn up and planning permission granted. An acceptable tender has been received and could be revalidated. With the security of a long lease, a loan can be obtained from the Charity Bank to cover any shortfall and the pavilion could be made fit for use. With active marketing and management, utilisation could be extended to match other similar local facilities and revenue dramatically increased. At the same time renovation would, by restoring the fabric and fixtures of the building, reduce the need and cost of maintenance.

Step 2 will be to build new changing rooms. This would allow the Playing Fields to host sports to higher standards. FA regulation changing rooms are required for disabled and higher level men's football, but could also be offered as a courtesy to visiting tennis and cricket teams. The original changing rooms should be refurbished to provide additional smaller studios and meeting rooms. CTFC has funds, which could be invested in enhanced facilities. CTFC has also had preliminary discussions with the Football Association, which has indicated willingness, in principle, to invest in enhancing the facilities. Any investment is only viable if CTFC is guaranteed continuing benefit over a reasonably long time frame, such as 25 years.

Step 3 will be to undertake easy enhancements to outdoor facilities. The football pitches should be improved by installing better drainage and regular top dressing, the basketball court should be restored and the Playing Fields should be registered as a Local Nature Reserve, to ensure the continued protection of its natural environment and biodiversity.

Fit4All

A proposal to make Mapledurham Playing Fields fit for all without losing land

Step 4 will be to turn attention to more major undertakings. The playground should be relocated closer to the Pavilion, to be more accessible, and upgraded. This will also allow reconfiguration of the Playing Fields to accommodate more football pitches.

Step 5 will be to follow up the numerous suggestions for new sporting and recreational amenities, which can be considered. All weather pitches, for football and/or rugby, are in constant demand. Outdoor gym equipment, to be installed around the periphery of the Playing Fields, has been previously proposed and proves popular in other parks.

All development initiatives should be conducted through MPFF, to allow easy integration of volunteer involvement, sponsor engagement and maximum tax efficiency.

All contracts for development and ongoing maintenance should be competitively tendered to secure the best value for money. This does not exclude purchasing services from RBC where appropriate.

No specific timescales for these steps has been planned but, for the purpose of the business plan, it has been assumed that they will be implemented in successive years.

Fit4All

A proposal to make Mapledurham Playing Fields fit for all without losing land

Organisation

All improvements to the facilities at MPF will be instigated and supervised and ongoing operations managed by the MPFF, a charity (registration number 1167739) founded with the object "To provide or assist in the provision of facilities at Mapledurham Playing Fields in the interests of social welfare for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disability, financial hardship or social circumstances with the object of improving their conditions of life."

MPFF is a Charitable Incorporated Organisation (CIO). This structure best suits the proposal, which is essentially the confederation and extension of ongoing volunteer initiatives, by providing a robust governance structure while affording trustees limited liability. It lends itself to the control substantial funds and assets, entering into contracts, employing staff and engaging in charitable activities involving financial risks. It has initially been configured as the "foundation model" where the only voting members are the charity trustees, but it is straightforward to expand the trustees and/or change the constitution if a wider voting membership becomes more appropriate. The arrangement is designed to reassure RBC, as Trustees of the Recreation Ground Charity, that Mapledurham Playing Fields Foundation will provide a well regulated, efficiently run, cost effective platform for volunteering activities that will continue to benefit from the advantages accruing to charitable status.

. MPFF will be governed by trustees representing all interested parties:

- Chairman: Gordon Watt
- Treasurer and Regulatory Compliance Officer: Mark Corbett
- Marketing and Business Development Officer: Elisa Miles
- Facilities and Operations Officer: Martin Brommell
- Caversham Trents Football Club Representative: Daniel Mander
- Mapledurham Lawn Tennis Club Representative: David Maynerd
- Friends of Mapledurham Playing Fields Representative: Steve Ayres
- WADRA Representative: Robin Bentham
- Recreation Ground Trustee Representative (either an RBC Councillor or Council Officer with special interest in playing fields): TBA

Major improvement initiatives will be managed and controlled by:

- Architect: Shaun Tanner MCIAT
- Project Manager: Nick Clark MCIOB
- Volunteer and Resources Co-ordinator: Keith Hutt (names and addresses of volunteers are listed in Appendix 1)

Progress and financial accounts will be reported to Recreation Ground Trustees and to the Charity Commission annually.

Fit4All

A proposal to make Mapledurham Playing Fields fit for all without losing land

Funding

There are six prospective channels of funding available to the Fit4All programme:

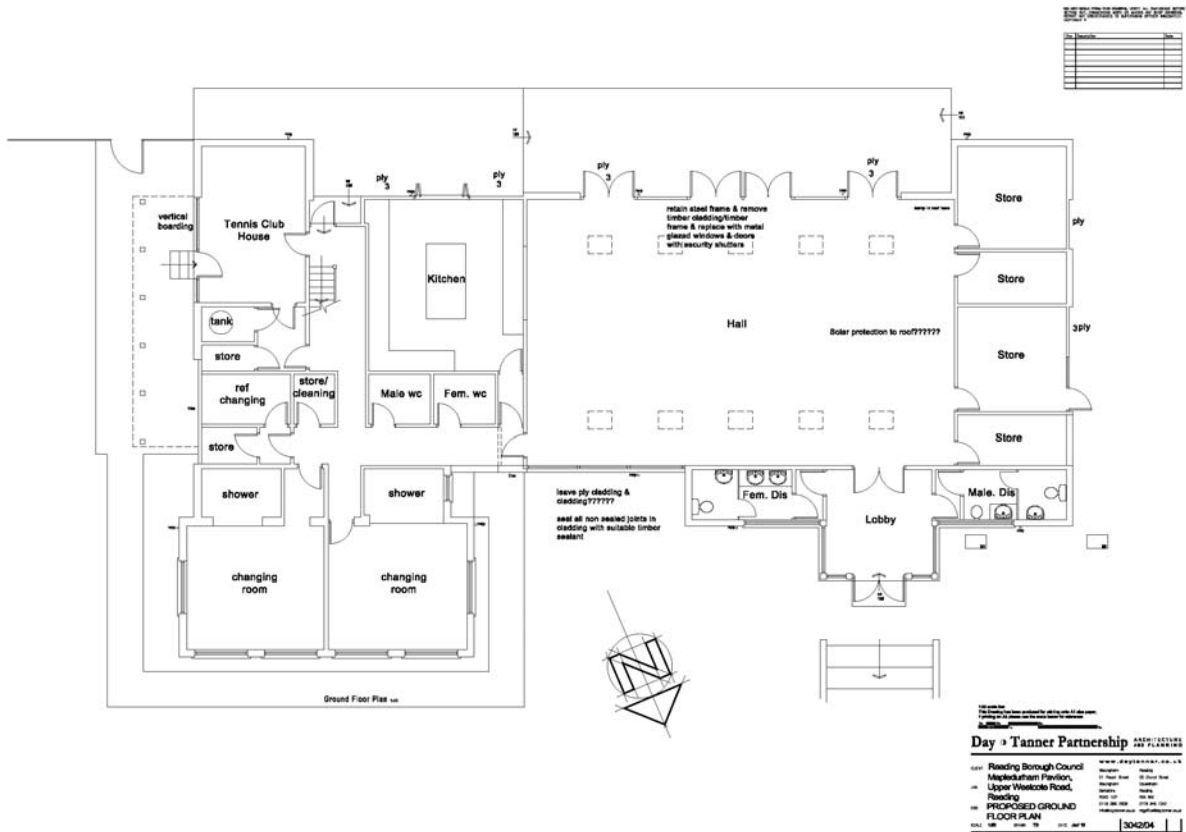
1. WADRA has raised £100,000 towards the cost of the restoration of Mapledurham Pavilion and has the assurance of a further £85,000 from Reading Borough Council. WADRA has consented to release these funds to MPFF for the restoration of the Pavilion (see WADRA Letter of Consent).
2. A loan will be taken, at the outset of the project, from the Charity Bank to bridge the difference between this and the cost, previously quoted as £238,000, to allow work to start as soon as possible. This has been discussed at length and the bank had indicated its receptiveness to a request, advised on terms and assured that MPFF would meet the qualifying conditions. The loan, interest accrued and repayment schedule shown in the business plan.
3. A number of other sources of funding, appropriate to this proposal, have been researched and will be approached when this proposal is accepted. These include Playing Fields Legacy Trust, Garfield Weston Foundation, Robin Greaves Sports Foundation, Bernard Sunley Charitable Foundation, Big Lottery Fund, PF Charitable Trust, Tesco Fieldwork and ASDA. Grants from one or more of these sources will reduce or entirely obviate recourse to funds borrowed from the Charity Bank. No funding from these sources has yet been included in the business plan.
4. The strategy underlying Fit4All is to transform the Recreation Ground Trust into a financially self-sustaining enterprise. This will be achieved by rationalising costs and increasing utilisation, and hence rental income generated, enhanced facilities, by effective marketing and efficient operations. The target level of income incorporated into the business plan is shown to be eminently achievable by comparison with other similar local facilities serving comparably sized communities. (see Trust Comparisons).
5. Funding for additional sporting facilities will be from club funds and grants from sports sponsoring organisations. MLTC has already secured a grant from Sports England. CTFC has funds available for investment, provided they have guaranteed tenure for a reasonable period. The FA has indicated its willingness to consider sponsorship proposals, again dependent on the club's security of access and influence on future plans.
6. WADRA plans to continue fund raising. In the recent past this has afforded regular contributions from local events, metal recycling and camping equipment salvage as well as a substantial donation from the organisers of the Reading Festival. Future proceeds of fund raising have not been factored into the business plan, but would be used to minimise borrowing requirements or early loan repayment.

Fit4All

A proposal to make Mapledurham Playing Fields fit for all without losing land

Pavilion Restoration

The first phase of the Pavilion restoration will be to install a new roof across the whole structure, creating a new first floor meeting room, and reconfigure the internal layout to accommodate disabled toilets and a referee's changing room.



Fit4All

A proposal to make Mapledurham Playing Fields fit for all without losing land

The second phase of the Pavilion restoration will be to build four new changing rooms and secure storage room adjoining the existing structure and reconfigure the internal layout of the existing structure to convert the changing rooms to two studios / meeting rooms



Fit4All

A proposal to make Mapledurham Playing Fields fit for all without losing land

Business Plan

IMPROVEMENT INITIATIVE	2,014	Year 1		Year 2		Year 3		Year 4		Year 5	
	Baseline	£	Notes	£	Notes	£	Notes	£	Notes	£	Notes
INCOME											
Pavillion Rental	8,483	1,414	1	11,876	8	16,627	11	23,277		29,927	
Football Pitch Rental	3,232	3,232		3,232		5,387	12	7,541	14	7,541	
MLTC Lease	1,237	1,237		1,237		1,237		1,237		1,237	
RBC Contribution		21,000	2	21,000		21,000		21,000		21,000	
MPC Contribution	125	125		125		125		125		125	
OUTGOINGS											
Operational Management											
Ground Maintenance	30,160	8,000	3	8,000		8,000		8,000		8,000	
Pavillion Maintenance	7,495	0	4	11,900	9	11,900		11,900		11,900	
Pavillion Cleaning	4,045	674		4,045		4,045		4,045		4,045	
Utilities	1,425	1,425		1,425		1,425		1,425		1,425	
Rates	419	419		419		419		419		419	
Insurance	188	188		188		188		188		188	
Interest on Loans		3,900	5	4,110		4,110		4,093		3,456	
NET OPEX	-30,655	12,402		7,383		14,289		23,111		30,397	
FUNDING											
Opex Surplus		12,402		7,383		14,289		23,111		30,397	
WADRA Held Funds		100,000									
RBC Section 106 Contribution		85,000									
Charity Bank Loan		65,000		10,000							
ADDITION TO RESERVES		0		7,383	9a	0		2,579		0	
INVESTMENT											
Pavilion Restoration Phase 1&2		255,900	6								
Pavilion Restoration Phase 3				10,000	10						
Basket Ball Court Renovation						14,000	13				
Playground Relocation								12,500	15		
All Weather Pitch										0	17
NET CAPEX		6,502	7	0		289		10,611		30,397	
RESERVES		0		7,383		7,383		9,962		9,962	
LOAN REPAYMENT		0		6,502		0		289		10,611	
OUTSTANDING LOAN		65,000		68,498		68,498		68,209		57,598	
INVESTMENT FUND		0		0		0		0		0	

Note	
1	No income during mobilisation (3 months), construction (5 months) and commissioning (2 months) of Pavilion restoration.
2	RBC contribution in proportion to MPC contribution: £1 / Band D+ property / year (See Quotations and Calculations).
3	Reduced ground maintenance following reletting of ground maintenance contract (see Quotations and Calculations) plus £1,000 ad
4	No maintenance required during restoration.
5	6% Interest on Charity Bank loan.
6	Original quote =£238,000. Allow 5% uplift to revalidate. Add £5,000 building control fee and £1,000 considerate constructors fee.
7	Capex surplus is used for outstanding loan repayment and then accumulated in the investment fund
8	Increased usage and rental income from improved facility and effective marketing
9	Provision for maintenance is 5% of refurbishment cost.
9a	Maintain reserve of 3 months' outgoings
	New changing rooms funded by CTFC / FA. Reconfiguration of existing changing rooms will be undertaken by volunteers with provisio
10	professional help and materials.
11	Increased rental income from rental of additional studios / meeting rooms created in Phase 2
12	Increased rental as number of pitches increased from 3 to 5
13	Pitch improvement funded by FA /CTFC. Provision for renovation / enhancement of basketball pitch
14	Increased rental as number of pitches increased from 5 to 7
15	Pitch expansion funded by FA / CTFC. Provision for relocation and enhancement of childrens' playground
17	Funded by Sport England / FA, assume no rental income

Fit4All

A proposal to make Mapledurham Playing Fields fit for all without losing land

Business Plan (Continued)

IMPROVEMENT INITIATIVE	2,014	Year 6		Year 7		Year 8		Year 9		Year 10	
	Baseline	£	Notes	£	Notes	£	Notes	£	Notes	£	Notes
INCOME											
Pavillion Rental	8,483	29,927		29,927		29,927		29,927		29,927	
Football Pitch Rental	3,232	7,541		7,541		7,541		7,541		7,541	
MLTC Lease	1,237	1,237		1,237		1,237		1,237		1,237	
RBC Contribution		21,000		21,000		21,000		21,000		21,000	
MPC Contribution	125	125		125		125		125		125	
OUTGOINGS											
Operational Management		10,000	18	10,000		10,000		10,000		10,000	
Ground Maintenance	30,160	10,500	19	10,500		10,500		10,500		10,500	
Pavillion Maintenance	7,495	11,900		11,900		11,900		11,900		5,000	
Pavillion Cleaning	4,045	4,045		4,045		4,045		4,045		4,045	
Utilities	1,425	1,425		1,425		1,425		1,425		500	
Rates	419	419		419		419		419		419	
Insurance	188	188		188		188		188		188	
Interest on Loans		1,632		449		0		0		0	
NET OPEX	-30,655	19,721		20,904		21,353		21,353		29,178	
FUNDING											
Opex Surplus		19,721		20,904		21,353		21,353		29,178	
WADRA Held Funds											
RBC Section 106 Contribution											
Charity Bank Loan											
ADDITION TO RESERVES		2,202		0		0		0		0	
INVESTMENT											
Pavillion Restoration Phase 1&2											
Pavillion Restoration Phase 3											
Basket Ball Court Renovation											
Playground Relocation											
All Weather Pitch											
NET CAPEX		19,721		20,904		21,353		21,353		29,178	
RESERVES		12,164		12,164		12,164		12,164		12,164	
LOAN REPAYMENT		27,201		7,480		0		0		0	
OUTSTANDING LOAN		27,201		7,480		0		0		0	
INVESTMENT FUND		3,196		15,437		36,341		57,694		79,047	

Note

- 18 Appoint part-time manager / caretaker @ £10,000 / annum
- 19 Additional £2500 /annum ground maintenance for care of all weather pitch

Fit4All

A proposal to make Mapledurham Playing Fields fit for all without losing land

Support

Letters of support, for the proposal, from national sporting organisations.



Berkshire LTA
Caversham Park Tennis Club
200 Caversham Park Road
Caversham
Reading RG4 6AA
Tel: 0118 9476020

15 July 2016

Mr David Maynerd,
Chairman, Mapledurham Lawn Tennis Club,
Mapledurham Playing Fields,
129 Upper Woodcote Road,
Reading RG4 7EZ

Dear David,

LTA Support for Protection of Mapledurham Playing Fields

On behalf of the Lawn Tennis Association, we are keen to support the initiatives being undertaken by volunteers to protect the land at Mapledurham Playing Fields which, we understand, was bequeathed to the community to be held in trust and kept solely for recreation.

Following a recent upgrade of the tennis facilities at Mapledurham Playing Fields, your club has significantly increased its membership, obtained Sport England funding to expand the facility and we know you run a vibrant, inclusive programme for both able-bodied and disabled players.

We were extremely impressed to hear that the local residents' association (WADRA) has assured £185,000 to restore the community pavilion. We share your frustration that plans for this have been held in abeyance for over a year, pending an anticipated alternative proposal to sell land to fund improvements. It is disappointing that this has resulted in the closure and loss of use of the pavilion.

We understand that there is also a vibrant youth football club whose exciting plan for further development and expansion is also inhibited pending the anticipated alternative proposal to sell land. The community have clearly worked hard to secure support.

With the growing need for new people to be involved in regular exercise and sporting activities due to the government paper on healthy lifestyles - it seems wrong that this highly used recreation area is being considered as an ideal site to build houses or a school.

As a matter of principle we believe this recreational space should be preserved and that volunteer initiatives to build and develop access to recreation should be encouraged and allowed to continue and thrive in the community.

Yours sincerely

Denise Walker
Hon Secretary
BERKSHIRE LTA

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A proposal to make Mapledurham Playing Fields fit for all without losing land



Helping communities make
good space for sport and play

Mark Corbett,
Trustee of Mapledurham Playing Fields Foundation,
61 St. Peters Avenue,
Caversham,
Reading RG4 7DP

2nd August 2016

Dear Mark,

Oxfordshire Playing Fields Association's Support for Protection of Mapledurham Playing Fields

Oxfordshire Playing Fields Association works to help local communities ensure that they have good quality outdoor recreation space that is accessible for all. Good quality outdoor recreation spaces are vital community assets. They provide opportunities to have fun, enhance physical and mental health, improve social cohesion and combat isolation. OPFA fully supports the community projects that have made so much difference to the playing field site at Mapledurham and understands the strength of local feeling for the preservation of the site.

OPFA works to the standard principle that playing field land should not be built upon. Playing field land is vital; once lost it cannot be replaced. In today's society, where we are facing an inactivity epidemic, where our children play outside at least 50% less than their parents did, and many children do not have easy access to green spaces, it is becoming increasingly more important that we preserve our community green spaces. In the rare circumstance that playing field land is to be used for development, then there should be an alternative site offered, of equal size and equal quality.

It is extremely disappointing that the proposed sale of land has jeopardised several improvement projects, amounting to a loss of finance, and already loss of facilities. In December 2015, the government published their new Sports Strategy, 'Sporting Future: A New Strategy for an Active Nation'. This recognises the importance of green spaces for outdoor sport and recreation, not only for formal sport but also generally to enable people to take part in physical activity. It includes the fact that people do not travel far to take part in sport and therefore local green space is vital. As such, the report stresses the fact that the planning system needs to be support this, and that local government, in partnership with other organisations has a responsibility for this.

For all of the reasons above, OPFA fully supports the community initiatives to increase participation on the site and to preserve the Mapledurham playing field without development.

Yours sincerely,

Nicole O'Donnell
Community Development Officer, Oxfordshire Playing Fields Association

Oxfordshire Playing Fields Association (Registered charity: 304398)
Colin Sanders Business Innovation Centre, Mewburn Road, Banbury, OX16 9PA
Phone: 01295 817662 E-mail: oxfordshirepfa@gmail.com Web: www.opfa.org.uk

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Patron
Her Majesty The Queen
President
HRH The Duke of Cambridge KG

The FA Group
Wembley Stadium
Wembley
London HA9 0WS

Postal address
Wembley Stadium
PO Box 1966
London SW1P 9EQ

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+44 (0)800 169 1863
Facsimile
+44 (0)800 169 1864

Visit
TheFA.com
TheFA.com/sgp
wembleystadium.com



Mr G Watt
5, Balliol Road
Caversham
Reading
RG4 7DT
21st March 2016

Dear Mr Watt

Mapledurham Playing fields and pavilion - Caversham

I am writing to add our support to your proposals in relation to the playing fields and pavilion. The site is well known to Berks & Bucks County FA and has strategic importance to football with a number of clubs and teams using the pitches regularly. The FA would not want to see any loss of pitches or facilities and we support clubs and organisations taking over the management and operation of key sites to make them more sustainable and relevant to the local communities they serve. The quality of pitches and changing rooms has a significant impact on participation particularly women and girls so any improvements will help to retain and grow the game.

Please continue to liaise with the County FA and also keep me informed of any developments and if you need any further help please let me know

Yours Sincerely

Mark Pover
FA Head of Facilities and Investment
Football Participation and Development Division
The FA Group
Wembley Stadium, Wembley, London, HA9 0WS
Postal address: Wembley Stadium, PO Box 1966, London, SW1P 9EQ
T +44 (0) 844 980 8200 # 4760 | F+44 (0) 844 980 0682 | M +44 (0)7903253448
Mark.Pover@TheFA.com www.TheFA.com www.wembleystadium.com



The Football Association (Limited by guarantee) Registered Office: Wembley Stadium, Wembley, London E15 2NW Registered Company No. 27797

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A proposal to make Mapledurham Playing Fields fit for all without losing land

Volunteers

Names and addresses of volunteers committed to dedicate their time, energy and expertise to ensure the implementation and long-term success of the proposal.

Forename	Surname	Address
Kate	Angwin	112 Woodcote Road RG4 7EY
Roderick	Angwin	112 Woodcote Road RG4 7EY
Toby	Bainton	32 Harrogate Road RG4 7PN
Stephen	Bale	79 York Road RG1 8DU
Daphne	Barker	77 St Peters Avenue RG4 7DP
George	Bickerstaffe	7 Hewett Avenue, Reading RG4 7EA
Jane	Bickerstaffe	7 Hewett Avenue, Reading RG4 7EA
Hayley	Brommell	12 Hewett Avenue RG4 7EA
Martin	Brommell	12 Hewett Avenue RG4 7EA
John	Brunnen	16 Hewett Avenue RG4 7EA
Lucy	Bureau	47 Chazey Rd RG4 7DU
Nicholas	Clark	152 Upper Woodcote Road RG4 7LD
Susan	Clark	152 Upper Woodcote Road RG4 7LD
Matthew	Coome	78 Albert Road RG4 7PL
Mark	Corbett	61 St. Peters Avenue RG4 7DP
Mike	Eggleton	6 Treetops RG4 7RE
Linley	Elgeti	62 Albert Road RG4 7PF
Valerie	Elgeti	62 Albert Road RG4 7PF
Anna	Elliott	6, Buxton Avenue RG4 7BU
Nick	Gale	79 Chazey Road RG4 7DU
Bryce	Gibson	16 Fernbrook Road RG4 7HG
Belinda	Gross	2 Hewett Avenue RG4 7EA
Barbara	Harding	75 St. Peters Avenue RG4 7DP
John	Heaps	135 Upper Woodcote Road Rg4 7LB
Pat	Heaps	135 Upper Woodcote Road Rg4 7LB
Lynn	Higgs	67 Chazey Rd RG4 7DU
Michelle	Holdaway	22 Hemdean Road RG4 7SU
John	Holland	51 Chazey Road RG4 7DU
Michael	Howes	5 Knowle Close RG4 7LH

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A proposal to make Mapledurham Playing Fields fit for all without losing land

Volunteers (Continued)

Forename	Surname	Address
Keith	Hutt	28 Hewett Avenue RG47EA
Brian	Jamieson	8 Orwell Close RG4 7PU
Karisma	Jarakana	62 Albert Road RG4 7PF
Nancy	Jarakana	62 Albert Road RG4 7PF
Rico	Jarakana	62 Albert Road RG4 7PF
Gráinne	Keogh	28 Kidmore Road RG4 7LU
Mark	Keogh	28 Kidmore Road RG4 7LU
Jane	Lang	53 Chazey Road, RG4 7DU
Amanda	Launchbury	8 Hewett Avenue, Reading RG4 7EA
Alastair	Letchford	46 Chazey Road RG4 7DU
Leone	Letchford	46 Chazey Road RG4 7DU
Paul	Letchford	46 Chazey Road RG4 7DU
Tony	Maunder	19 Fernbrook Road RG4 7HG
Elisa	Miles	Larks Mead Upper Warren Avenue RG4 7EB
Andrew	Morris	Holly Trees, Peppard Hill RG9 5ES
Carol	Morton	9 Hewett Avenue RG4 7EA
Rohan	Morton	9 Hewett Avenue RG4 7EA
Margaret	Moss	51 St. Peters Avenue RG4 7DL
Tony	Moss	51 St. Peters Avenue RG4 7DL
Bob	O'Neill	199 Upper Woodcote Road RG4 7JP
Alan	Penton	66 Chazey Road RG4 7 DU
Rodney	Pinchen	35A St. Peters Avenue RG4 7DH
Sue	Pitt	97 St Peters Avenue RG4 7DP
Peter	Raeburn-Ward	77 Chazey Road RG4 7DU
Alan	Reynolds	Ferndale, Upper Warren Avenue RG4 7EB
Pam	Reynolds	Ferndale, Upper Warren Avenue RG4 7EB
Charlotte	Richardson	13 Belmont Road BR7 6HR
Mark	Richardson	13 Belmont Road BR7 6HR
Stephen	Scrace	164 Upper Woodcote Road RG4 7LD
Paul	Smith	19 Hewett Avenue RG4 7EA
Susan	Spires	11 Hewett Avenue RG4 7EA
Sandra	Walton	55 Chazey Road RG4 7 DU
Tom	Walton	55 Chazey Road RG4 7 DU
Helen	Wernham	76A Chazey Road RG4 7DU
Tony	Wernham	76A Chazey Road RG4 7DU
Anne	White	109A Upper Woodcote Road RG4 7JZ
Derek	White	109A Upper Woodcote Road RG4 7JZ

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WADRA Letter of Consent

WADRA has orally committed to transfer the funds it has raised, for the restoration of the Pavilion, to MPFF when the contract for restoration work is signed. A letter is being prepared.

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A proposal to make Mapledurham Playing Fields fit for all without losing land

Quotation & Calculations

The provision for ground maintenance, in the business plan, is 15% (£1,100) higher than quoted to allow for ad hoc maintenance not itemised in the quotation.

IAN KENDRICK Ltd

Garden Maintenance | Landscape Gardening | Carpentry & Joinery | Property Maintenance | Project Management | Fencing,
Decking | Timber Buildings
Vines Farm Estate Office and Workshops Reading Road Cane End Reading RG4 9HG
Tel & Fax 0118 972 4277 | Mobile 07702 415 494
Email info@iankendrickltd.co.uk | Website www.iankendrickltd.co.uk

Mr J Holland
51 Chazey Road
Caversham
Reading
RG4 7DU

Quotation No MPF1

18th July 2016

QUOTATION

Thank you for showing me the work you would like done at the above address. I have pleasure in quoting as follows;

To carry out grounds maintenance work at Mapledurham Playing fields. Work to include

18 cuts per year
Autumn/winter spiking single pass
Re seeding and top soil to goal mouths at end of season
Winter cutting back around the inside of the perimeter.

Labour, machine use, fuel £6900.00

This to be paid in 12 monthly instalments of £575.00

If you would like to accept this work please complete and return the acceptance form in the envelope provided. All prices exclude VAT. If you have any questions please do not hesitate to contact me.

Yours sincerely



Ian Kendrick
Director

Registered in England: No 4563780 VAT No 786 4949 57 Registered Office 32 Queens Road Reading RG1 4BA
Director I D Kendrick

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Calculation of Reading Borough Council Contribution

Mapledurham Parish Council makes an annual payment to Reading Borough Council towards the cost of upkeep of the Mapledurham Playing Fields. The Council paid a grant of £300 in 1978, and thereafter paid an annual grant of £100 until 1982. No further grant was paid until 1987, when the current schedule, an annual grant of £125, was instituted.

The rationale for the payment was to acknowledge the Parish's stake in the Playing Fields. The present payment, of £125, represents £1 from each Band D property in the Parish, from their Council Tax. However, as you will observe from the above, the payments started under the old domestic rating system, persisted through the Community Charge period and subsists in the Council Tax era. It just so happens that the figure bears the current relationship to the Council Tax Base of the Parish.

Band	# Reading Households	Payment of £1/D+ Household
A	5,674	
B	13,519	
C	27,998	
D	10,497	£10,497
E	5,356	£5,356
F	3,246	£3,246
G	1,809	£1,809
H	82	£82
	68,181	£20,990

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Trust Comparisons

28/03/2013
Accrual Basis

Woodcote Village Hall Management Committee
Profit Loss
March 2013 through to February 2014

	<u>Mar '13 - Feb 14</u>	<u>Mar '12 - Feb 13</u>
Ordinary Income/Expense		
Income		
Bank Interest Earned	6.98	5.41
Fund Raising Events	857.83	848.79
Gifts and Donations Income	3,316.31	361.00
Hire of Village Hall	28,416.06	31,267.47
Total Income	<u>32,597.18</u> (note 1)	<u>32,482.67</u>
Expense		
Dues and Subscriptions	915.05	976.38
Insurance Expense	1,386.13	1,182.73
Maintenance		
Repair of Non-Accidental Damage	2,420.61 (note2)	2,846.41
Major Alterations/Modifications	3,000.00 (note2)	0.00
Maintenance - Other	2,146.67	3,407.10
Maintenance - Cleaning	831.30	629.34
Miscellaneous Expense		0.00
Refreshments for events	146.31	29.73
Miscellaneous Expense - Other	418.48 (note 3)	185.95
Office Expense		
Consumables	60.00	37.70
Office Expense - Other	54.35	17.25
Payroll	14,302.06	14,120.65
Professional Fees	253.10	222.00
Purchase of Equipment	0.00	240.00
Refunded Deposit	0.00	25.00
Small Tools and Equipment	0.00	67.52
SWAP Shop	39.86	(72.03)
Utilities Main Hall	4,455.49 (note4)	5,369.77
Utilities Youth Centre	2,034.59	1,958.45
Total Expense	<u>32,464.00</u>	<u>31,243.95</u>
Total Income	<u>32,597.18</u>	<u>32,482.67</u>
Profit/(Loss) for the Year:	<u>133.18</u>	<u>1,238.72</u>



Fit4All

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Shiplake Memorial Hall and Institute Charity # 304360

Income and Expenditure Account

	Year to end of	31-December-15	31-December-14
Income			
Hire of Hall		29,915	26,702
Nursery		1,858	1,858
Hire of Sports Fields		3,393	3,528
Investment Income		981	1,006
Interest on Deposits (gross)		238	261
Flat Rent		9,000	9,000
Donations	0		100
Phillimore Charitable Trust	2,000		2,000
		<u>2,000</u>	<u>2,100</u>
Total Income		<u><u>47,385</u></u>	<u><u>44,455</u></u>
Expenditure			
Wages		8,273	7,307
Water		1,814	1,209
Insurance		2,092	2,157
Electricity		822	2,345
Electricity		-1,627	-1,667
Gas		4,364	3,367
Building repairs (Note 2)		7,690	9,346
Playing Fields and Gardens		383	1,354
Telephone		673	538
Cleaning		2,740	2,292
Sundry		180	336
Performing Right / Licences		633	346
Total Expenditure		<u><u>28,037</u></u>	<u><u>28,930</u></u>
Cash Generated from Operations		19,348	15,525
Depreciation of Building Improvements		8,890	9,780
Depreciation of Fixtures and Fittings		8,455	8,455
SURPLUS for the Year		<u><u>2,003</u></u>	<u><u>-2,710</u></u>
Transfer to Maintenance reserve		0	0
Transfer to General reserve		<u><u>2,003</u></u>	<u><u>-2,710</u></u>

Points Raised at Fit4All Second Review

2nd November 2016 at Council Offices

Reading Borough Council
Chris Brooks
Ben Stanesby
Bruce Tindall

Mapledurham Playing Fields Foundation
Mark Corbett
Gordon Watt

1. The object of Mapledurham Playing Fields Foundation (MPFF) is not aligned with the object of The Recreation Ground Charity, often referred to as Mapledurham Playing Fields (MPF). In particular the object of MPFF is to benefit particular disadvantaged groups whereas the object of MPF is to provide and maintain a recreation ground for the people of Mapledurham and Reading. Charity Commission clarification on this point has been requested. (MPOFF)
2. Mapledurham pavilion and car park have been registered as Asset of Community Value (ACV) by The Warren and District Residents' Association (WADRA). There is no mechanism for WADRA to deregister the pavilion and car park as ACVs and merely foregoing the opportunity to bid for them may not fully resolve the issue. Mr. Tindall will determine what process has to be followed. (RBC)
3. Re page 1 requirements of RBC as trustee bullet point 3. As written Caversham Trents Football Club's 'Right to Hire' appears to imply a degree of exclusivity, which would not be acceptable to the trustee, Reading Borough Council (RBC). It is suggested that the details of this arrangement are redrafted to make it clear that it is primarily afforded to enable access to grants, improve pitches, etc. (MPFF)
4. Re page 1 requirements of RBC as trustee bullet point 3. It has not yet been confirmed that the 'Right to Hire' agreement will satisfy Sport England's funding conditions. This will be checked with Berks and Bucks County Football Association. (MPFF)
5. Re. page 2 requirements of RBC as local authority bullet point 2. It was pointed out that the proposed £21,000 contribution from RBC would have to be approved by RBC Policy Committee. (No action required)
6. Re. page 3 recent volunteer initiatives bullet point 2. It is contended that the CTFC lease was withheld pending a guarantee of funding not pending the EFA proposal. It was further contended that other, potentially conflicting, prospective lease arrangements had to be resolved before any further agreement could be reached. This will be checked in the Mapledurham Management Committee minutes and amended as necessary. (MPFF)
7. Re. page 3 recent volunteer initiatives bullet point 4. It is believed that part of Mapledurham Playing Fields is already designated a local nature reserve. BS will provide the link to a map showing this designation. If it is not, then the part of Mapledurham playing Fields to be designated must be specified. (MPFF)

8. Re. page 4 Objective Step 1. Need to state that funds raised by WADRA comprise £75,000 banked and £25,000 promised, by Festival Republic, on signing of the contract for restoration of the pavilion. Also need to state the medium in which the promise has been made (i.e. word of mouth, email or manuscript communication). (MPFF)
9. Re. page 6 MPFF trustees bullet point 9. It was suggested that the trustees should include both an RBC councillor and an RBC officer. (MPFF)
10. Re. page 7 point 2. A number of concerns were raised concerning the amounts and terms and conditions of the loan from the Charity Bank.
 - Concern was raised that the quotation received may understate the full cost of restoration of the pavilion because there are a large number of exclusions. (MPFF)
 - A question was raised as to whether the spec, against which the quote was produced, covers both Phase 1 and 2. This should be clarified. (MPFF)
 - What happens if the cost overruns – will the Charity Bank extend the loan? It should be made clear that the terms of the loan will be a matter for negotiation between the Charity Bank, RBC as trustee of MPF and MPFF. (MPFF)
 - What recourse does the Charity Bank have if MPFF defaults on its repayments? It should be made clear that the terms of the loan will be a matter for negotiation between the Charity Bank, RBC as trustee of MPF and MPFF. (MPFF)
 - Does the Charity Bank require a charge on the land? If so what is it? It should be made clear that the terms of the loan will be a matter for negotiation between the Charity Bank, RBC as trustee of MPF and MPFF. Until this is resolved should include in the business plan as an unsecured, with higher interest rate. (MPFF)
11. Re. page 4 turnaround step 2. It is suggested that the area of the proposed new changing rooms should be specified, as there is sometimes concern about using open space to build changing rooms. (MPFF)
12. Re. page 4 turnaround step 3. Need to clearly identify what ground maintenance will be undertaken by Caversham Trents Football Club. (MPFF)
13. Re. page 5 turnaround step 4. It is thought that the provision for moving playground, in the business plan, is understated. Need to include a sinking fund for replacement of play equipment. (MPFF)
14. Re. page 10 business plan ground maintenance. Need to include provision for additional ground maintenance tasks identified by RBC Parks Department. (MPFF)
15. Re page 78 Funding. Need to state explicitly that MPFF is eligible for funding from all sources detailed as per their published terms and conditions. (MPFF)