

To: Councillor Edwards (Chair)
Councillors Ayub, Emberson, Gittings,
James and Warman

Direct: ☎ 0118 9372303

7 October 2019

Your contact is: **Simon Hill (Committee Services) - simon.hill@reading.gov.uk**

**NOTICE OF MEETING - MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE 15
OCTOBER 2019**

A meeting of the Mapledurham Playing Fields Trustees Sub-Committee will be held on Tuesday, 15 October 2019 at 6.30 pm in the Council Chamber, Civic Offices, Reading. The Agenda for the meeting is set out below.

	<u>WARDS AFFECTED</u>	<u>Page No</u>
1. DECLARATIONS OF INTEREST		
2. MINUTES		5 - 8
3. PETITIONS AND QUESTIONS		
4. LANDSCAPE UPDATE	MAPLEDUR HAM	9 - 14
This report updates the Trustees on the programme of works to implement the approved Mapledurham Playing Fields Landscape Master plan and the works by the Department for Education to the community carpark.		
5. PAVILION IMPROVEMENT WORKS	MAPLEDUR HAM	15 - 22
This report updates the Trustees on the existing approved budget to refurbish the pavilion, and seeks authority to submit a planning application for the scheme and procure a contractor for the first phase of work.		
6. MAPLEDURHAM PLAYING FIELDS	MAPLEDUR HAM	23 - 34

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This report sets out the latest progress on developments relating to the Mapledurham Playing Fields and proposals for amendments to the Management Committee composition and Terms of Reference.

7. MAPLEDURHAM PLAYING FIELDS - DEED OF DEDICATION **MAPLEDURHAM** **35 - 48**

This report asks the Trustees to consider a draft Deed of Dedication with Fields in Trust.

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Present: Councillor Edwards (Chair);
Councillors Ayub, James, Warman and Woodward

11. MINUTES

The Minutes of the meeting held on 22 October 2018 were agreed as a correct record and signed by the Chair.

12. MAPLEDURHAM PLAYING FIELDS MANAGEMENT COMMITTEE

The Minutes of the Mapledurham Playing Fields Management Committee meeting held on 29 May 2018 were received.

Councillor Ballsdon presented, as Chair of the Mapledurham Playing Fields Management Committee, comments from the Management Committee regarding the officer reports submitted to the meeting of the Sub-Committee.

13. LANDSCAPE UPDATE REPORT

Further to Minute 9 of the Sub-Committee's meeting on 22 October 2018, the Director of Environment and Neighbourhood Services submitted a report updating the Sub-Committee on the outline programme of works to implement the approved Landscape Master Plan scheme and other related matters. The following documents were attached to the report:

- Appendix 1 - Approved landscape plan
- Appendix 2 - Community Use Agreement

The report explained that changes to the landscape plan had been agreed by members of the Sub-Committee and that the plan had been submitted for planning approval on 11 February 2019, with planning permission granted on 16 April 2019. A summary of the approved landscape plan was attached to the report as Appendix 1. The report also set out information on a planning application by the tennis club.

The report explained that the majority of landscape works had been procured and set out costs which had been assessed and verified by the external cost consultant, and were within the approved funding allowance. Approval was sought to appoint Agripower Ltd to carry out the largest element of works: the drained sports pitch terrace to the eastern side of the playing fields and the new children's play area. The cost of these works included £105k of provision for importing topsoil as a contingency to meet Sport England quality standards. It was also proposed that RBC Parks be appointed to carry out the smaller element of works procured including the footpaths with associated furniture and lights, trim trail, trees, and Hewett Avenue boundary fencing. The proposed small

MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE MEETING MINUTES - 7 MAY 2019

overflow parking area to the north of the new school and adjacent to the existing community car park was yet to be procured.

The report noted that it was intended to implement the landscape plan in phases, to factor in weather conditions and the need to provide improved sports pitches by the start of the 2020 football season. The outline programme, which was summarised in the report, would be heavily dependent on suitable weather conditions and agreement with the Department for Education contractor on maintaining access through the MPF community carpark into the playing fields. Contingency plans were being developed if access through the car park became problematic.

The report also gave an update on the school development and explained that Kier had been appointed by the DfE to undertake pre-commencement works to prepare the site for the school. This included additional ground investigation works within the school site and community carpark to inform their design. Kier were intending to start on site in June 2019 with the aim of opening the school by September 2020. It was proposed to explore letting the area identified as the overflow car park to the DfE/Kier to be used as a site compound/car parking, on the basis that they would undertake groundworks to prepare the area as the overflow carpark in the future. The report also explained that the Community Use Agreement had been completed between the Council and Heights School, which included timings for public use of the multi-use games area, school hall and School car park. The Agreement was attached to the report at Appendix 2.

Resolved -

- (1) That the outline programme for the landscape plan, DfE works to the Mapledurham Playing Fields community car park, financial breakdown of the funds including the budget for the pavilion refurbishment, and the tennis club planning application be noted;**
- (2) That the Assistant Director of Legal & Democratic Services and the Assistant Director of Economic & Cultural Development be authorised to appoint Agripower Ltd for a contract sum of £681,815 and RBC Parks for a contract sum of £191,869 to carry out the works to implement the approved landscape plan;**
- (3) That the contents of the Community Use Agreement attached to the report at Appendix 2 be noted.**

14. MAPLEDURHAM PAVILION UPDATE

The Director of Environment and Neighbourhood Services submitted a report updating the Sub-Committee on the current position in relation to the Mapledurham Pavilion and planned future action.

The report noted that Mapledurham pavilion hall had closed following a structural survey which had identified significant deterioration requiring additional supports to stabilise

MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE MEETING MINUTES - 7 MAY 2019

the building. The changing rooms and tennis facilities had remained in use during that time. Major repair works had been funded and scoped by Warren and District Residents Association (WDRA) and these had been overseen by The Day Tanner Partnership on behalf of WADRA at no charge, with the Council undertaking an administrative function.

The report explained that building works to the main hall had taken longer than expected, as more work had been required than originally anticipated, including elements such as asbestos removal and replacement of some fixed electrical wiring. Works had now been completed and keys handed back at the end of February 2019. A fire risk assessment and electrical inspection of the building had been undertaken but a number of further tasks were required ahead of general public access and use. These were likely to include further checks on the fire alarm system, upgrading fire signage, updating evacuation processes and potentially improving the emergency lighting. A full deep clean of the pavilion was also planned, and work had been carried out or was ongoing relating to water testing and flushing practices to address legionella risks, pest control, and maintenance matters relating to the toilets and changing facilities. Major works were required to make the kitchen fit for purpose, and it was therefore unlikely that it could be reopened until the main refurbishment works had been undertaken.

The report explained that it was intended to commission design work for the refurbishment upon receipt of the premium from the Department for Education, with the design work expected to start in September 2019 and a contract let to start building work in February 2020. It was reported at the meeting that the Management Committee had suggested that s106 contributions already received be used to commence the design work, without waiting for receipt of the premium.

The draft accounts for 2017/18 were attached to the report at Appendix 1. These had been presented to the Management Committee in January 2019 and following auditing by the Accountancy Team would be submitted to the Charity Commission.

Resolved -

- (1) That Day Tanner Partnership and Warren and District Residents Association be thanked for their support and the current position in regard of the Pavilion be noted;**
- (2) That the s106 contributions already received be used for design work on the pavilion prior to the receipt of the premium from the Department for Education;**
- (3) That the Council's accountancy team submit accounts after auditing to the Charity Commission.**

15. MAPLEDURHAM PLAYING FIELDS - DEED OF DEDICATION

Further to Minute 7 of the meeting held on 11 October 2016 the Assistant Director of Legal and Democratic Services submitted a report on the possibility of entering into a

**MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE MEETING MINUTES - 7 MAY
2019**

deed of dedication in favour of Fields in Trust in relation to the Mapledurham Recreation Ground.

The report explained that Fields in Trust was the working name of the National Playing Fields Association, a registered charity, which had entered into deeds of dedication in relation to other pieces of charitable and local authority land. The main purpose of a deed of dedication was to make land subject to a binding covenant which prevented the sale or disposal of property without the consent of Fields in Trust, so that there was a third party capable of vetoing a sale or other disposal of the land in certain circumstances. This could address the concerns of local community representatives regarding the potential precedent for further development that could be implied by the sale of part of the Playing Fields for a school site. Entering into a deed of dedication was likely to require the consent of the Charity Commission.

The report noted the proposal for a deed of dedication had been included in consultation with the beneficiaries of the Mapledurham Recreation Ground Charity carried out in 2017, and around 84% of responders had indicated that it was a proposal that should be explored in more detail, with a view to determining whether it would be in the best interests of the Charity. The report recommended that officers be instructed by the Sub-Committee to formally investigate the position with Fields in Trust in more detail, and if necessary liaise with the Charity Commission and take legal advice on the implications, with a view to making a recommendation to a future meeting of the Sub-Committee as to whether a deed of dedication should be put in place in relation to all or part of the Mapledurham Recreation Ground.

Resolved -

That the Sub Committee note the report and authorise Officers to formally investigate the implications of the charity entering into a deed of dedication and to liaise with Fields in Trust and (if necessary) the Charity Commission regarding entering into a deed of dedication in respect of the Mapledurham Recreation Ground Charity.

(The meeting closed at 7.01 pm)

READING BOROUGH COUNCIL

REPORT BY DIRECTOR OF ECONOMIC GROWTH AND NEIGHBOURHOOD SERVICES

TO:	MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE		
DATE:	15 OCTOBER 2019		
TITLE:	LANDSCAPE UPDATE REPORT		
LEAD COUNCILLOR:	COUNCILLOR EDWARDS	PORTFOLIO:	MAPLEDURHAM PLAYING FIELDS CHAIR OF TRUSTEES
SERVICE:	TRUSTEE OF CHARITY	WARDS:	MAPLEDURHAM
LEAD OFFICER:	BEN STANESBY	TEL:	0118 937 3276
JOB TITLE:	LEISURE AND RECREATION MANAGER	E-MAIL:	ben.stanesby@reading.gov.uk

1. PURPOSE AND SUMMARY OF REPORT

- 1.1 To update Trustees on the programme of works to implement the approved Landscape Master plan.
- 1.2 To update the Trustees on the works by the Department for Education (DfE) to the MPF community carpark.

2. RECOMMENDED ACTION

- 2.1 That the works to implement the landscape plan and DfE works to the MPF community car park are noted.

3 POLICY CONTEXT

- 3.1 Reading Borough Council holds the Ground in its capacity as charity trustee ("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.

4. CURRENT POSITION

4.1 Landscape plan

4.1.1 The landscape plan was approved unanimously by members of the Trustee Sub Committee in February 2019 and the plan gained planning permission on 16th April 2019. Contractors were then procured for these works.

4.1.2 The sports pitch regrading and drainage works started as planned on 17th June 2019 and is continuing with the aim to re-provide improved sports pitches by the start of the 2020 football season. This work is in two phases; the 1st phase is to re-grade and the soil, install primary drainage, and re-seed the area by the end of October; the 2nd phase is then to install secondary sand grooves drainage next April 2020. This work is heavily dependent on suitable weather conditions. A number of days have been lost due to strong winds and intermittent bouts of heavy rain. The contractor, Agripower, is also using a finer mesh stone screener to remove sufficient stone to provide a higher quality topsoil meeting Sport England playing pitch standards. This has slowed down completion of this part of the operation. However, Agripower has reviewed the remaining elements of their programme and is still aiming to complete the 1st phase of works, weather depending, by the end of October as planned. The fencing will then remain on site until the grass has fully established and has had a first cut.

4.1.3 Agripower will also be looking to install the new drainage lines during September to the new playing area which will include stone deliveries to back fill the drainage runs. Currently these deliveries are arriving through the existing Mapledurham car park but this is dependent on Kier's work in the car park entrance road and the car park section to the playing fields. As Kier will still be working on the carpark during September, then there may be times when we will look to use the access route at the top of Hewett Avenue across footpath 43 for these deliveries until the carpark entrance is available for access. This will mean the temporary closure of footpath 43 and a temporary traffic order on the bend of this road at those times when a delivery is made. We will look to keep these operations to a minimum.

4.1.4 During this summer period, the Council's parks service installed the gravel footpaths on the western side of the playing fields.

4.1.5 Agripower have also started work to install the new children's play area with the aim to open it for use by the October half term holidays.

4.1.6 Whilst the playing pitch works take place Caversham Trent FC are being accommodated between Mapledurham and Christchurch meadows playing fields

and we thank them for their on-going cooperation.

4.1.7 Programme of other works:

November / December 2019: Trees planting and boundary fence to the Hewett Avenue side of the playing fields

April / May 2020: Central avenue footpath and lighting, trim trail, and secondary sand grove drainage to the new sports pitch area.

The proposed small overflow parking area adjacent to the existing car park is currently being used as a site compound by Kier, the DfE contractor, carrying out the car park improvement works and building the school. Once these elements have been completed and Kier has decanted from the site, the overflow parking area can be constructed.

4.2 School Development

4.2.1 Kier started work on the MPF car park on 2nd September 2019 and have informed Officers they are looking to complete this initial phase of car park works in 11 weeks. Kier are looking to carry out the final phase of works to the car park, the finished surface of block pavements once the main works to the school has been built. Due to the nature of laying the interlocking block pavements, Kier are exploring closing the car park for a very short period whilst this work takes place to ensure it is completed in the quickest time with the least inconvenience to users. Once Officers have more details on the timing and duration of these works we will report to the Trustees on the details.

4.2.2 The DfE / Kier have informed Officers that works on the school build itself will follow once the initial car park works are complete.

5. CONSULTATION

5.1 A comprehensive consultation exercise was undertaken in the summer of 2017 to establish the views of beneficiaries, which generated 3,313 valid responses. This was reported in detail to the Sub Committee on 9 January 2018. This was used as the basis for developing the landscape plan

5.2 A further round of consultation was undertaken as part of the decision making process by planning when determining the application for the landscape works.

5.3 Once the works started on site, regular update letters have been provided to neighbouring residents with the same information provided on the contractor's heras fencing and posted on the Council's webpage. A meet the Kier contractor drop-in session was also held on 14th August with Officers in attendance for informal discussions on the landscape works.

6. EQUALITY IMPACT ASSESSMENT

6.1 Under the Equality Act 2010, Section 149, a public authority must, in the exercise of its functions, have due regard to the need to-

- eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
- advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

6.2 In this regard you 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.

6.3 An updated equality impact assessment (EIA) for the Landscape Plan was undertaken and reported to the June 2018 Sub-Committee. There has been no material change to the proposals being made and the EIA remains valid.

7. FINANCIAL IMPLICATIONS

7.1 The following contracts were approved at 7th May 2019 Trustee Committee from the enhancement and mitigation funds:

Cost	Description
£ 681,815	Agripower contract for sports pitch and children's play area works
£ 191,869	Parks landscape works (footpaths, trees, lighting, trim trail, benches)
£ 138,000	Fees on the landscape mitigation and improvement works
£1,041,684	Total

As of September 2019, current expenditure on the above works is £253,208.

7.2 At the 7th May 2019 Trustees meeting the enhancement funding available for the landscape improvements and refurbishment of the pavilion was £1,445,000. The DfE lease payment subsequently increased from £1,360,000 to £1,361,039 due to interest accrual on the original payment terms. All funding from the DfE and s106 funds have been received. The updated enhancement funding available is:

Funding	Funding source
£1,361,039	DfE lease payment
£ 85,000	s106 pavilion works
£1,446,039	Total

7.3 At the 20th June 2018, 22nd October 2018 and 7th May 2019 Trustees meetings the following budget spending commitments were approved:

£ 232,000	Landscape enhancement works including fees consisting of: <ul style="list-style-type: none"> • Sport pitch improvements (£94k) • Children play area improvements (£25k) • Hewett Avenue boundary fence (£12k) • Specimen tree planting (£2k)
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	<ul style="list-style-type: none"> • Trim trail units (£18k) • Fees (£40k) • Extra benches and bins (£11k) • Entrance improvements (£5k) • Landscaping around the pavilion (£25k)
£ 30,000	Central path lighting
£ 35,000	Small overflow parking area north of the new school
£ 100,000	Maintenance on capital works
£ 825,000	Pavilion refurbishment
£1,222,000	Total

From the £1,446,039 enhancement funds available, the approved enhancement expenditure of £1,222,000 detailed above, left £224,039 of unallocated enhancement funds for a future grant or match funding for further capital schemes.

7.4 From the £1,446,039 enhancement funds the following enhancement items have currently been procured or committed expenditure:

Cost	Description
£ 87,281	Agripower sport pitch enhancement portion of £576,755 total works
£ 20,206	Children play area enhancement portion of £112, 654 total works
£ 43,048	Fees on all enhancement portion of £873,684 total external works
£ 27,416	Central path lighting - 12 columns incl ducting
£ 1,450	Specimen trees - english oaks
£ 5,815	Boundary fence - Hewett Avenue side
£ 24,797	Trim trail - 6 units including safety surfacing
£210,013	Total

7.5 The following items detailed in item 7.3 are yet to be procured:

Budget	Description
£ 11,000	Extra benches and bins (8 benches and 4 bins are to be installed as part of the mitigation works)
£ 5,000	Entrance improvements
£ 25,000	Landscaping improvements around the pavilion
£ 35,000	Small overflow parking area north of the new school
£100,000	Maintenance on capital works
£825,000	Pavilion refurbishment including fees and contingency
£1,001,000	Total

It is proposed to seek authority from Trustees to procure a contractor for the pavilion refurbishment works within the £825k budget.

On current forecasts, from the original enhancement budget of £1,446,039 with committed expenditure of £210,013 and £1,001,000 of future commitments detailed above gives a total spend of £1,211,013.

This currently leaves £235,026 of unallocated enhancement funds for future

grant or match funding for future capital schemes

8. LEGAL IMPLICATIONS

- 8.1 The Sub-Committee has been delegated the power by the Council acting in its capacity as sole corporate Trustee of the Charity to act in the best interests of the Charity and its beneficiaries.
- 8.2 These works are classified as a 'Works' contract and the cost falls well below the threshold which would require an OJEU advertisement for a 'Works' contract. The procurement of these works has been conducted in accordance with the Council's Contract Procedure Rules.

9. BACKGROUND PAPERS

- 9.1 Mapledurham Playing Fields Trustees Sub-Committee - 9th January 2018.
- 9.2 Mapledurham Playing Fields Trustees Sub-Committee - 20th June 2018.
- 9.3 Mapledurham Playing Fields Trustees Sub-Committee - 22nd October 2018.
- 9.4 Papers prepared for Mapledurham Playing Fields Trustees Sub-Committee 30th January 2019.
- 9.5 Mapledurham Playing Fields Trustees Sub-Committee - 7th May 2019

READING BOROUGH COUNCIL

REPORT BY DIRECTOR OF ECONOMIC GROWTH AND NEIGHBOURHOOD SERVICES

TO:	MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE		
DATE:	15 OCTOBER 2019		
TITLE:	PAVILION IMPROVEMENT WORKS		
LEAD COUNCILLOR:	COUNCILLOR EDWARDS	PORTFOLIO:	MAPLEDURHAM PLAYING FIELDS CHAIR OF TRUSTEES
SERVICE:	TRUSTEE OF CHARITY	WARDS:	MAPLEDURHAM
LEAD OFFICER:	BEN STANESBY	TEL:	0118 937 3276
JOB TITLE:	LEISURE AND RECREATION MANAGER	E-MAIL:	ben.stanesby@reading.gov.uk

1. PURPOSE AND SUMMARY OF REPORT

- 1.1 To update the Trustees that the existing approved budget to refurbish the pavilion still remains at £825k including fees and contingency;
- 1.2 To seek authority to submit a planning application for the whole scheme;
- 1.3 To seek authority to procure a contractor for the first phase of work within the agreed £825k funding limit (including fees and contingency) and to implement the works.

2. RECOMMENDED ACTION

- 2.1.1 That the Assistant Director of Economic & Cultural Development is authorised to submit a planning application for the whole scheme to refurbish and extend the existing pavilion;
- 2.1.2 That the Assistant Director of Legal & Democratic Services and the Assistant Director of Economic & Cultural Development are authorised to procure and implement the first phase of the pavilion works, including the appointment of STL Architecture Ltd as lead architect, within the funding limits set out in the report.

3. POLICY CONTEXT

- 3.1 Reading Borough Council holds the Ground in its capacity as charity trustee ("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.

4. CURRENT POSITION

4.1.1 Pavilion works

- 4.1.2 Mapledurham pavilion hall closed following a structural survey which identified significant deterioration requiring additional supports to stabilise the building. The changing rooms and tennis facilities remained in use during that time.

- 4.1.3 Between October 2018 and March 2019 works to the pavilion took place which was funded by Warren and District Residents Association (WaDRA) to facilitate the re-opening of the pavilion. The Council arranged the required fire risk assessment and electrical inspection of the building with associated works then took place to meet current building standards. Subsequently the pavilion re-opened for hire in July 2019.

- 4.1.4 The main refurbishment works will be funded through the £1.361m premium from the Department for Education (DfE) which was paid to the Trustees on 20th August 2019 and £85K section 106 planning gain allocated to the scheme.

- 4.1.5 Whilst waiting for the DfE payment, the Council commissioned a local architect, STL Architecture Ltd, to start the initial scoping and design work for refurbishing the pavilion and potentially extending the pavilion in the future. The scoping works involved representatives from the main users of the pavilion; Caversham tennis club, Caversham Trent FC, users representative and WaDRA. A draft layout of the pavilion was agreed by this user group in early August. See appendices for plans of the pavilion

- 4.1.6 The scheme is split into two phases; one to refurbish the pavilion to ensure it is 'wind and water tight' and to re-configure the internal layout for more efficient use of the space. This also includes configuration of the existing pavilion to allow future extension of the building to better support anticipated use. This includes a small in-fill at the existing entrance and re-locating the sports changing to the west side of the pavilion. The second phase is an extension to provide additional sports changing spaces, a new main entrance, and a small

extension at the rear of the building.

- 4.1.7 The initial design has been costed by a retained cost consultant to assess the viability of the scheme. On the current design information available the 1st phase is within the current budget allowance of £825k (including fees and contingency) for refurbishing the pavilion. The second phase is beyond the funding earmarked for the pavilion.
- 4.1.8 The pavilion users requested that the whole scheme is submitted for planning approval to enable the second phase to take place when funding is available with planning approval already in place.
- 4.1.9 The local architect, STL Architecture Ltd, would take the initial design forward into a detailed design process. If the initial scheme is approved the aim to submit a planning application and to go out to procure a contractor for the works.
- 4.1.10 Sport England and the Local Football Association are currently being consulted on the plans.

5. CONSULTATION

- 5.1 The design has been developed with representatives of the users and residents association. It is intended to continue to develop the scheme with this group.
- 5.2 A wider consultation will be undertaken as part of the decision making process by planning when determining the planning application for the pavilion works.

6. EQUALITY IMPACT ASSESSMENT

- 6.1 Under the Equality Act 2010, Section 149, a public authority must, in the exercise of its functions, have due regard to the need to-
- eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
 - advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 6.2 In this regard you 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.
- 6.3 An updated equality impact assessment (EIA) for the wider Landscape Plan including the pavilion as undertaken and reported to the June 2018 Sub-Committee. There has been no material change to the proposals being made and the EIA remains valid.

7. FINANCIAL IMPLICATIONS

- 7.1 The Trustees noted the allocation of £825k (including fees and contingency) of funding for the pavilion works in previous committee meetings detailed in item 9 below and is funded from the DfE payment now received and s106 previously received.

8. LEGAL IMPLICATIONS

- 8.1 The Sub-Committee has been delegated the power by the Council acting in its capacity as sole corporate Trustee of the Charity to act in the best interests of the Charity and its beneficiaries.
- 8.2 The pavilion works are classified as a 'Works' contract and the cost falls well below the threshold which would require an OJEU advertisement for a 'Works' contract. The procurement of these works and the local architect will be conducted in accordance with the Council's Contract Procedure Rules.

9 BACKGROUND PAPERS

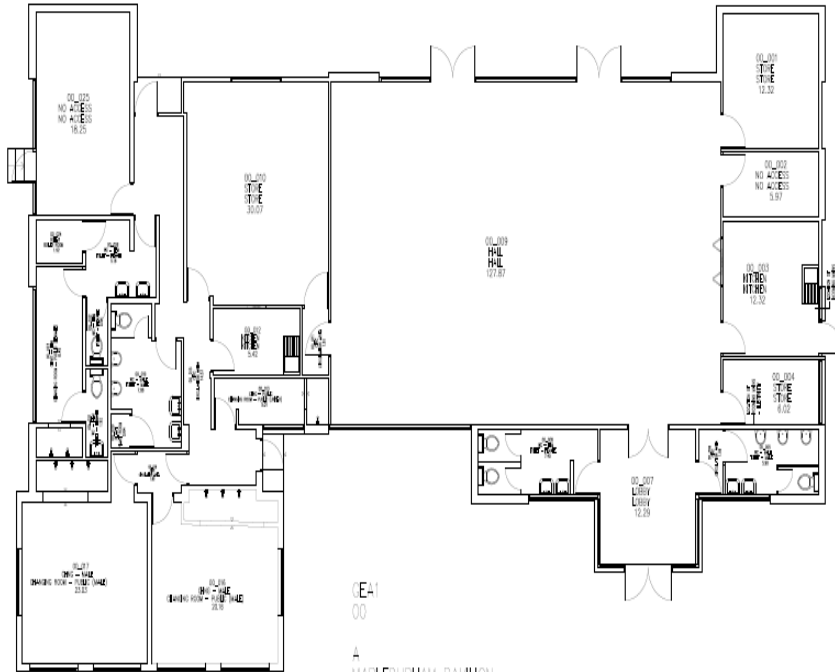
- 9.1 Mapledurham Playing Fields Trustees Sub-Committee - 9th January 2018.
- 9.2 Mapledurham Playing Fields Trustees Sub-Committee - 20th June 2018.
- 9.3 Mapledurham Playing Fields Trustees Sub-Committee - 22nd October 2018.
- 9.4 Papers prepared for Mapledurham Playing Fields Trustees Sub-Committee 30th January 2019.
- 9.5 Mapledurham Playing Fields Trustees Sub-Committee - 7th May 2019

Appendices

Pavilion drawings

- Existing layout
- Proposed layout
- Proposed future extensions

Existing Layout



GE-1
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MAPLEDURHAM PAVILION
PREN022 MAPLEDURHAM
PREN022 MAPLEDURHAM
375.06

1:100 scale Bar
This Drawing has been produced for printing onto A2 size paper.
If printing on A3 please use the scale below for reference.



REV	COMMENTS	DATE

STL **SHAUN TANNER**
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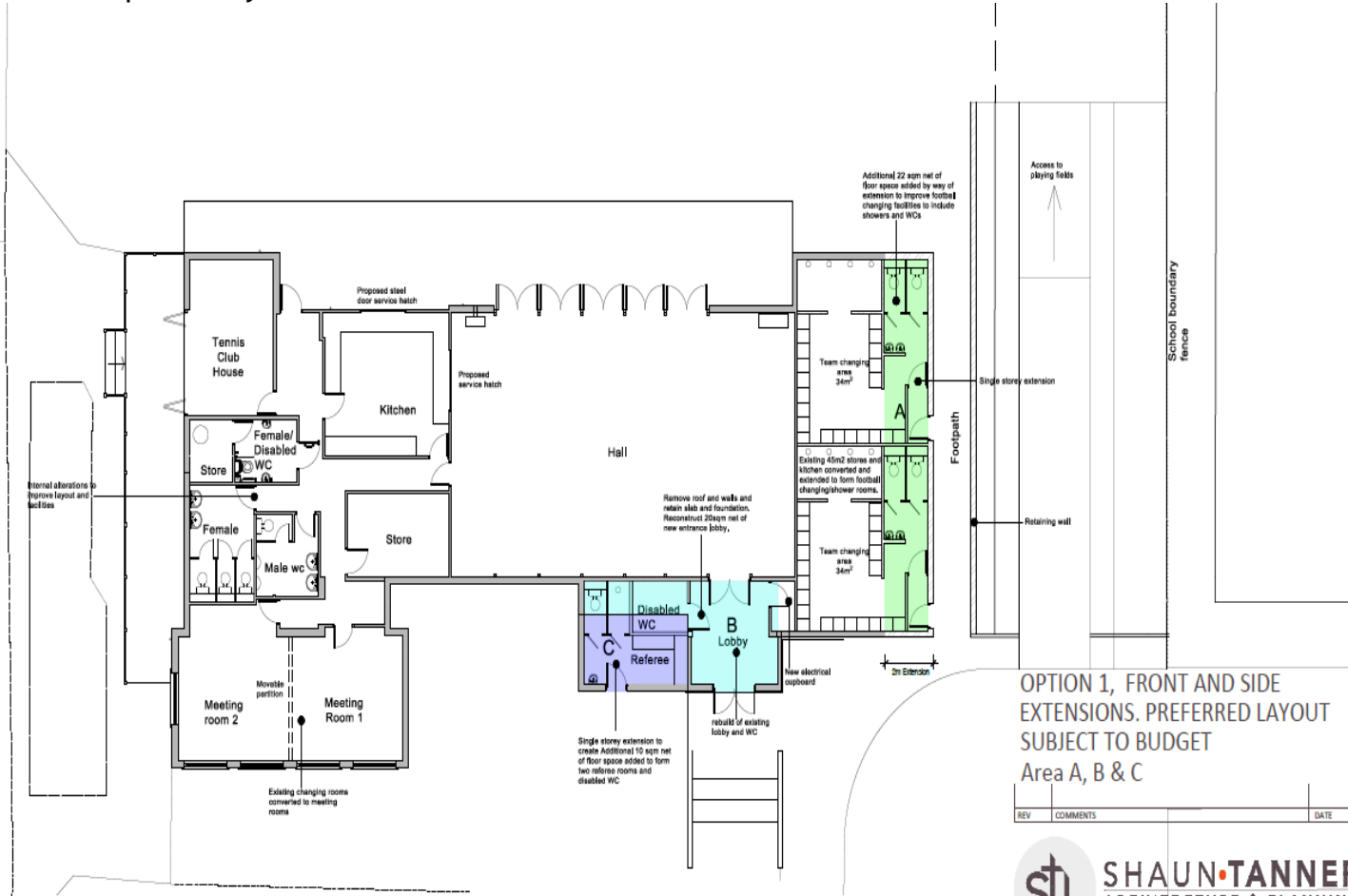
CLIENT Mapledurham Pavilion
PROJECT Mapledurham Pavilion, Upper Woodcote Road
Reading, Berkshire
DRAWING Existing Ground Floor Plan

STATUS DATE Jun 2019
SCALE 1:100 @ A2 **DRAWN** DR **CHECKED** NO 3042/103 **REV**

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Proposed Layout

Page 20



OPTION 1, FRONT AND SIDE EXTENSIONS. PREFERRED LAYOUT SUBJECT TO BUDGET
Area A, B & C

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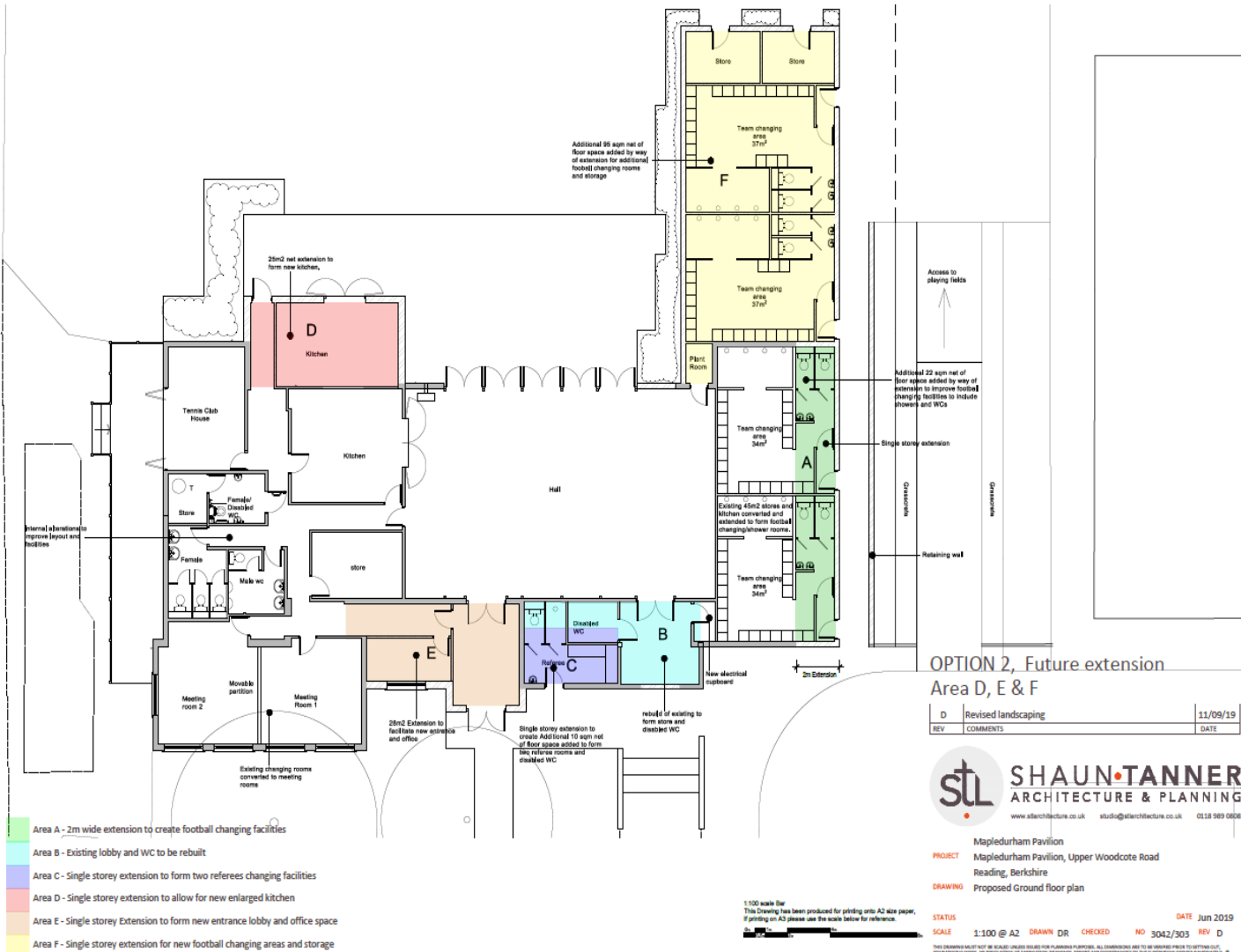
CLIENT Mapledurham Pavilion
PROJECT Mapledurham Pavilion, Upper Woodcote Road Reading, Berkshire
DRAWING Proposed Ground floor plan Option 2

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- Area A - 2m wide extension to create football changing facilities
- Area B - Existing lobby and WC to be rebuilt
- Area C - Single storey extension to form two referees changing facilities

Future Extensions D,E,F

Page 21



OPTION 2, Future extension
Area D, E & F

D	Revised landscaping	11/09/19
REV	COMMENTS	DATE

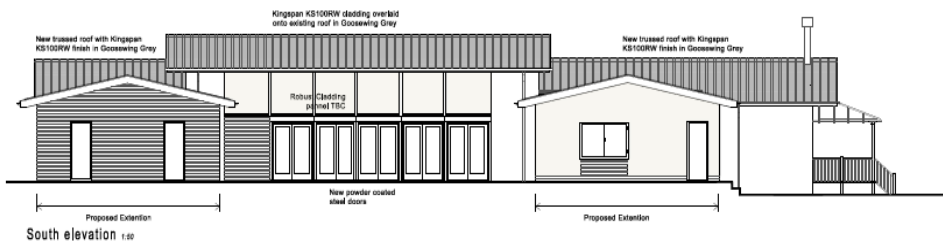
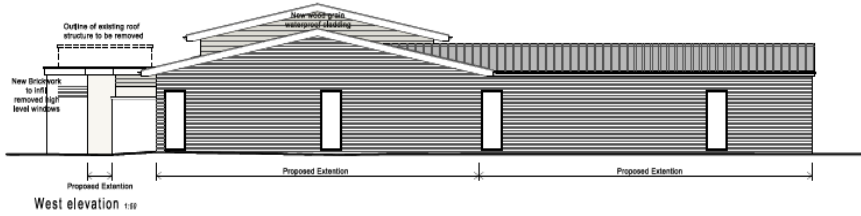
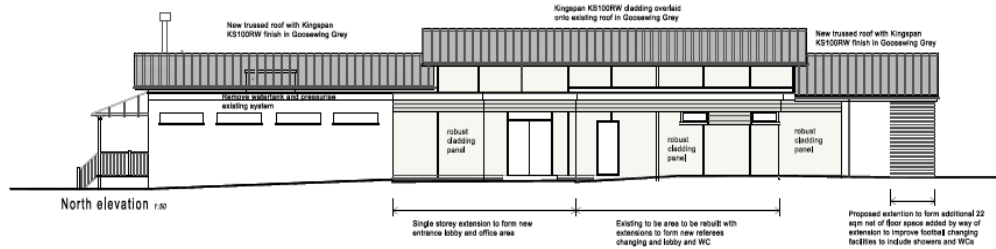
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PROJECT Mapledurham Pavilion
Mapledurham Pavilion, Upper Woodcote Road
Reading, Berkshire
DRAWING Proposed Ground floor plan

STATUS DATE Jun 2019
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- Area A - 2m wide extension to create football changing facilities
- Area B - Existing lobby and WC to be rebuilt
- Area C - Single storey extension to form two referees changing facilities
- Area D - Single storey extension to allow for new enlarged kitchen
- Area E - Single storey Extension to form new entrance lobby and office space
- Area F - Single storey extension for new football changing areas and storage

Elevations



1:100 scale Bar
This Drawing has been produced for printing onto A3 size paper.
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CLIENT Mapledurham Pavilion
PROJECT Mapledurham Pavilion, Upper Woodcote Road
Reading, Berkshire
DRAWING Proposed Elevations

STATUS Draft **DATE** Jun 2019

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READING BOROUGH COUNCIL

REPORT BY ASSISTANT DIRECTOR OF LEGAL AND DEMOCRATIC SERVICES

TO:	MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB COMMITTEE		
DATE:	15 OCTOBER 2019		
TITLE:	MAPLEDURHAM PLAYING FIELDS		
LEAD COUNCILLORS:	CLLR D EDWARDS	PORTFOLIO:	CHAIR OF MPF TRUSTEES SUB-CITTE
SERVICE:		WARDS:	MAPLEDURHAM
LEAD OFFICER:	CHRIS BROOKS	TEL:	0118 937 2602
JOB TITLE:	ASSISTANT DIRECTOR OF LEGAL AND DEMOCRATIC SERVICES	E-MAIL:	chris.brooks@reading.gov.uk

1. PURPOSE AND SUMMARY OF REPORT

- 1.1 A report of 20th June 2018 identified that concerns had been expressed by some users of the Ground about the composition and role of the Mapledurham Playing Fields Management Committee. The report also recommended that the officers institute a review of the remit and membership of the Management Committee and report back to a future meeting.
- 1.2 The Sub Committee resolved that the Head of Legal & Democratic Services be instructed to review the remit and membership of the Management Committee and to report back to the Sub-Committee on the options that could be adopted in relation to the composition of the Management Committee.
- 1.3 This report sets out proposals for amendments to the Management Committee composition and has attached:
 - Appendix 1 - Proposed new Paragraph 5 for the Charity Commission Scheme on the Committee of Management
 - Appendix 2 - Proposed new Mapledurham Management Committee Terms of Reference
- 1.4 The report also sets out the latest progress on developments relating to the Mapledurham Playing Fields.

2. RECOMMENDATION

- 2.1 That the proposed new Paragraph 5 for the Charity Commission Scheme on the Committee of Management (Appendix 1) and proposed new Mapledurham Management Committee Terms of Reference (Appendix 2) are adopted.

3 POLICY CONTEXT

- 3.1 Reading Borough Council holds the Ground in its capacity as charity trustee (Trustee) of the Charity (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 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.

4. CURRENT POSITION

- 4.1 The Charitable Scheme of September 1985 registered charity number 304328 contains provisions in relation to the Management Committee as follows :

- (1) The Trustee may delegate such of its powers, duties and functions as relate to the day to day administration and management of the Charity, in such manner and subject to such rules as the Trustee prescribes, to a Committee of Management (hereinafter referred to as the Committee) consisting when complete of five persons (hereinafter referred to as Members) who shall be appointed as follows:-

Three by the Reading Borough Council at least one of whom shall be a member of that Council elected for the Electoral Ward in which the land belonging to the Charity is from time to time situated;

One by the Mapledurham Parish Council and

One jointly by the members of the governing bodies of such associations as are approved by each of the said councils:

Provided that if a person who has been appointed to be a Member by the Borough Council was appointed by reason of qualification as aforesaid but subsequently ceases to be so qualified then that person shall cease to be a Member if no other Member appointed by the Borough Council is so qualified.

- (2) Each appointment of a Member shall be made for a term of three years. Any competent Member may be re-appointed.

- (3) All acts and proceedings of the Committee shall be reported in due course to the Trustee.
- 4.2 The lease made between the Council acting as Trustee and the secretary of State for Housing, Communities and Local Government was granted on 18th February 2019 and the premium payable under the lease being £1.36m was released to the Council on 19th August 2019.
- 4.3 Planning permission was granted on 14th August 2018. A further planning permission was granted on 25th February 2019 and a planning contribution of £380k was paid to the Council as the Planning Authority in respect of the mitigation in respect of the loss of 1.231 acres which constitutes the site for the Heights school.
- 4.4 On the 17th June 2019 the mitigation and enhancement works commenced in respect of the Recreation Ground.

5. PROPOSED COMPOSITION OF THE MANAGEMENT COMMITTEE

- 5.1 The development of the proposal to build the school resulted in a number of requests for the management committee make up to be reviewed and changes made to reflect the involvement of organisations representing beneficiaries and making use of the Playing Fields and its facilities.
- 5.3 There is a formal and long term relationship with Mapledurham Lawn Tennis Club who have been investing in facilities at the Playing Fields. Over recent years the relationship with Caversham Trents Football Club has grown alongside their increased use of facilities. It is anticipated the involvement with both these organisations will continue to grow and participation in the management committee would be beneficial.
- 5.2 In recent years the local residents association, Warren and District Residents Association has fund raised to support improvements to the pavilion and has been involved in the development of proposals to refurbish and extend the pavilion.
- 5.3 When the school opens another large group of beneficiaries will be making use of the playing fields introducing a range of both opportunities and pressures. A close and constructive relationship between the Trust and School will be mutually beneficial.
- 5.4 Reflecting on this greater involvement by local groups the management committee are best able to advise the Trustees and provide facilities to better serve the Trustees. The Sub Committee are asked to consider the following:-
- 5.4.1 A proposed number of members of a revised Management Committee of between 7 and 9.
- 5.4.2 A proposed composition of the Management Committee considering the potential representation for the following groups:-
1. Two individuals appointed by Reading Borough Council
 2. An individual appointed by Reading Borough Council who is a Reading Borough Councillor from the ward in which the playing fields are situated

3. A representative of Mapledurham Parish Council
4. A representative of the Football Club
5. A representative from Tennis Club
6. A representative of other major users of the Playing Fields
7. A representative from the local residents association (WADRA)
8. A representative from the School Head teacher/Governor/Parents

5.4.3 Consider the representations from the present Mapledurham Management Committee about the future composition of a revised Management Committee.

5.4.4 Whether the Chair of the Management is rotated annually through the membership. The Charitable scheme does not at the present time stipulate who chairs the Management Committee.

5.4 A draft set of provisions reflecting the proposals set out above is attached. These also address other aspects of the composition of the Management Committee and conflicts of interest.

6. EQUALITY IMPACT ASSESSMENT

6.1 As per previous reports.

7. FINANCIAL IMPLICATIONS

7.1 There are no cost implications identified in/associated with changing the composition of the management committee.

8. LEGAL IMPLICATIONS

8.1 Under section 280 of the Charities Act 2011, the Council (as charity trustee of the Charity) has the power to amend the administrative provisions of the Scheme dated 20 September 1985 which presently governs the Charity.

8.2 This statutory power can be exercised by way of a resolution of the Council. A resolution will be prepared once the final form of the revised administrative provisions has been approved by the Sub-Committee. The consent of the Charity Commission is not required, although a copy of the resolution must be filed with the Commission once it has been passed.

9. BACKGROUND PAPERS

9.1 Reports to Mapledurham Trustee sub Committee 20th June 2018

Appendix 1

Proposed new Paragraph 5 for the Charity Commission Scheme on the Committee of Management

5. Committee of Management

(1) The Trustee may delegate to a Committee of Management (the "**Committee**") such of its powers, duties and functions as relate to the day to day administration and management of the Charity and in such manner as the Trustee may from time to time specify in written terms of reference ("**Terms of Reference**"). Such Terms of Reference shall specify the scope and extent of the authority conferred on the Committee in exercising the powers, duties and functions delegated to it.

Composition of the Committee

(2) The Committee shall be made up of a minimum of [7] and a maximum of [9] individuals (each a "**Member**") who shall be appointed as follows:

- (a) up to [2] individuals appointed in writing by Reading Borough Council (the "**Borough Council**");
- (b) [1] individual appointed in writing by the Borough Council who shall also be a Borough Council member elected for the electoral ward in which the recreation ground belonging to the Charity is from time to time situated;
- (b) [1] individual appointed in writing by Mapledurham Parish Council;
- (c) [1] individual appointed in writing by the Caversham Treants Football Club;
- (d) [1] Individual appointed in writing by the Mapledurham Lawn Tennis Club;
- (e) [1] individual appointed in writing by the Major Users in accordance with paragraph 5(3) of this Scheme;
- (f) [1] individual appointed in writing by the Warren and District Residents Association; and
- (g) [1] individual appointed in writing by The Heights Primary School (an exempt charity and registered company number 08334593);

(3) The Trustee shall from time to time confirm such organisations, clubs and other groups (whether formally constituted or not) which it regards as major users (the "**Major Users**") of the facilities and amenities at the recreation ground referred to in paragraph 6 of this Scheme. The Chair of the management committee shall invite Major Users to appoint the [1] individual referred to in paragraph 5(2)(e) of this Scheme in accordance with rules set out in the Terms of Reference.

Term of office

(4) Subject to the provisions of paragraph 5(5) of this Scheme, each Member shall hold office for a term of three years from the date of his or her appointment and shall be eligible for re-appointment following the end of their period of office.

Termination of office

- (5) A Member's term of office automatically terminates if he or she:
- (a) is absent from [two] consecutive meetings of the Committee without the consent of the other Members of the Committee and those Members resolve that his or her office is vacated;
 - (b) resigns by written notice to the Trustee and the Committee;
 - (c) is convicted of an offence and the Trustee shall resolve that it is undesirable in the interests of the Charity that he or she remains a Member of the Committee;
 - (d) conducts him or herself in a way which in the reasonable opinion of the Trustee will or may damage the reputation or other assets of the Charity and the Trustees resolves that it is undesirable in the interests of the Charity that he or she remains a Member of the Committee; or
 - (e) being an individual appointed pursuant to paragraph 5(2)(b) of this Scheme, ceases to hold office as a Borough Council member elected for the electoral ward in which the recreation ground belonging to the Charity is from time to time situated.
- (6) All acts and proceedings of the Committee shall be reported to the Trustee in the manner specified in the Terms of Reference.

Proceedings of the Committee

- (7) The Committee must hold at least [2] meetings in each year.
- (8) The quorum necessary at a meeting of the Committee may be determined from time to time by the Trustee and specified in the Terms of Reference but unless and until so determined shall be the greater of [3] and one-half of the total number of Members.
- (9) The Members shall appoint one of their number to act as chair of the Committee (the "**Chair**") for a term of 1 year. A retiring Chair shall be eligible for reappointment as Chair.
- (10) A meeting of the Committee may be held either in person or by suitable electronic means agreed by the Members in which all Members participating in the meeting may communicate with all the other participants.
- (11) The Chair or (if the Chair is unable or unwilling to act) some other Member chosen by the Members present at the meeting will preside as Chair at each meeting.
- (12) Every decision of the Committee shall be by a simple majority of the votes cast at a meeting.

- (13) Every Member has one vote on each issue except for the Chair of the meeting who, in the event of an equality of votes, has a second or casting vote (unless the Chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes because of any Conflict of Interest).

Conflicts of interest

- (14) Each Member must avoid any situation or matter (including a transaction or arrangement with the Charity) in which he or she has, or can have, a Conflict of Interest. For the purposes of this Scheme, a "**Conflict of Interest**" means any interest of a Member (or any person connected to a Member) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties.
- (15) Each Member must declare the nature and extent of any interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins).
- (16) The Committee may authorise a transaction or arrangement or situation or matter in which a Member (or any person connected to that Member) has, or may have, a Conflict of Interest provided that the relevant Member must:
- (a) withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;
 - (b) not be counted in the quorum for that part of the meeting during which the authorisation is discussed; and
 - (c) withdraw during the vote and have no vote on the authorisation for that part of the meeting.
- (17) In giving the authorisation referred to in paragraph 5(16) of this Scheme, the Members will decide:
- (a) whether or not the relevant Member should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
 - (b) whether or not the relevant Member should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and
 - (c) whether or not the relevant Member should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and
- the relevant Member shall comply with the decisions of the Committee.
- (18) The Committee may also exclude the relevant Member from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.

- (19) The Trustee may from time to time determine in writing the manner in which any Conflict of Interest should be addressed and any such determination shall be binding on the Committee.

Appendix 2

Proposed: MAPLEDURHAM PLAYING FIELDS MANAGEMENT COMMITTEE TERMS OF REFERENCE

1. Duties and Powers of the Management Committee

- a) The Committee will exercise a general supervision over the activities at the playing fields.
- b) The Committee shall conform to the regulations and practices of Reading Borough Council with regard to finance and the conditions of service of employees.
- c) Subject to the objects of the charity and to the Reading Borough Council's statutory and financial requirements, the Management Committee shall determine the charges to be applied to the hire of the Pavilion.
- d) The Committee shall review on a regular basis the terms and conditions for lettings and monitor the bookings received and the use of the Pavilion.

2. Membership of the Management Committee

2.1 The Committee shall be made up of a minimum of [7] and a maximum of [9] individuals (each a "**Member**") who shall be appointed as follows:

- (a) up to [2] individuals appointed in writing by Reading Borough Council (the "**Borough Council**");
- (b) [1] individual appointed in writing by the Borough Council who shall also be a Borough Council member elected for the electoral ward in which the recreation ground belonging to the Charity is from time to time situated;
- (b) [1] individual appointed in writing by Mapledurham Parish Council;
- (c) [1] individual appointed in writing by the Caversham Trents Football Club;
- (d) [1] Individual appointed in writing by the Mapledurham Lawn Tennis Club;
- (e) [1] individual appointed in writing by the Major Users in accordance with paragraph 5(3) of the Charity Scheme;
- (f) [1] individual appointed in writing by the Warren and District Residents Association;
and
- (g) [1] individual appointed in writing by The Heights Primary School (an exempt charity and registered company number 08334593);

2.2 The Trustee shall from time to time confirm such organisations, clubs and other groups (whether formally constituted or not) which it regards as major users (the "**Major Users**") of the facilities and amenities at the recreation ground referred to in paragraph 6 of the Charity Scheme. The Chair of the management committee shall invite Major Users to appoint the [1] individual referred to in paragraph

5(2)(e) of the Charity Scheme in accordance with rules set out in the Terms of Reference.

Term of office

2.3 Subject to the provisions of paragraph 5(5) of the Charity Scheme, each Member shall hold office for a term of three years from the date of his or her appointment and shall be eligible for re-appointment following the end of their period of office.

Termination of office

2.4 A Member's term of office automatically terminates if he or she:

- (a) is absent from [two] consecutive meetings of the Committee without the consent of the other Members of the Committee and those Members resolve that his or her office is vacated;
- (b) resigns by written notice to the Trustee and the Committee;
- (c) is convicted of an offence and the Trustee shall resolve that it is undesirable in the interests of the Charity that he or she remains a Member of the Committee;
- (d) conducts him or herself in a way which in the reasonable opinion of the Trustee will or may damage the reputation or other assets of the Charity and the Trustees resolves that it is undesirable in the interests of the Charity that he or she remains a Member of the Committee; or
- (e) being an individual appointed pursuant to paragraph 5(2)(b) of the Charity Scheme, ceases to hold office as the Borough Council member elected for the electoral ward in which the recreation ground belonging to the Charity is from time to time situated.

2.5 All acts and proceedings of the Committee shall be reported to the Trustee in the manner specified in the Terms of Reference.

3. Meetings of the Management Committee

3.1 The Committee must hold at least [2] meetings in each year.

3.2 The quorum necessary at a meeting of the Committee may be determined from time to time by the Trustee and specified in the Terms of Reference but unless and until so determined shall be the greater of [3] and one-half of the total number of Members.

3.3 The Members shall appoint one of their number to act as chair of the Committee (the "Chair") for a term of 1 year. A retiring Chair shall be eligible for reappointment as Chair.

- 3.4 A meeting of the Committee may be held either in person or by suitable electronic means agreed by the Members in which all Members participating in the meeting may communicate with all the other participants.
- 3.5 The Chair or (if the Chair is unable or unwilling to act) some other Member chosen by the Members present at the meeting will preside as chair at each meeting.
- 3.6 Every decision of the Committee shall be by a simple majority of the votes cast at a meeting.
- 3.7 Every Member has one vote on each issue except for the chair of the meeting who, in the event of an equality of votes, has a second or casting vote (unless the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes because of any Conflict of Interest).

Conflicts of interest

- 3.8 Each Member must avoid any situation or matter (including a transaction or arrangement with the Charity) in which he or she has, or can have, a Conflict of Interest. For the purposes of this Scheme, a "**Conflict of Interest**" means any interest of a Member (or any person connected to a Member) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties.
- 3.9 Each Member must declare the nature and extent of any interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins).
- 3.10 The Committee may authorise a transaction or arrangement or situation or matter in which a Member (or any person connected to that Member) has, or may have, a Conflict of Interest provided that the relevant Member must:
 - (a) withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;
 - (b) not be counted in the quorum for that part of the meeting during which the authorisation is discussed; and
 - (c) withdraw during the vote and have no vote on the authorisation for that part of the meeting.
- 3.11 In giving the authorisation referred to in paragraph 5(16) of the Charity Scheme, the Members will decide:
 - (a) whether or not the relevant Member should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
 - (b) whether or not the relevant Member should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and

- (c) whether or not the relevant Member should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and

the relevant Member shall comply with the decisions of the Committee.

- 3.12 The Committee may also exclude the relevant Member from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.
- 3.13 The Trustee may from time to time determine in writing the manner in which any Conflict of Interest should be addressed and any such determination shall be binding on the Committee.

4. Consultation with Users

The Management Committee shall ensure that adequate consultation is carried out with the major users of the playing fields by liaison with the Users' Organisations, a meeting with whom shall be organised at least once a year. The major users identified will be reported to the Trustee for confirmation.

5. Reports to Reading Borough Council

The proceedings of each meeting of the Management Committee shall be reported to the Mapledurham Playing Fields Trustee Sub Committee of Reading Borough Council (meeting as Trustees).

READING BOROUGH COUNCIL

REPORT BY ASSISTANT DIRECTOR OF LEGAL AND DEMOCRATIC SERVICES

TO:	MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE		
DATE:	15 OCTOBER 2019		
TITLE:	MAPLEDURHAM PLAYING FIELDS - DEED OF DEDICATION		
LEAD COUNCILLOR:	COUNCILLOR EDWARDS	PORTFOLIO:	MAPLEDURHAM PLAYING FIELDS CHAIR OF TRUSTEES
SERVICE:	TRUSTEE OF CHARITY	WARDS:	MAPLEDURHAM
LEAD OFFICER:	CHRIS BROOKS	TEL:	0118 937 2602
JOB TITLE:	ASSISTANT DIRECTOR OF LEGAL AND DEMOCRATIC SERVICES	E-MAIL:	chris.brooks@reading.gov.uk

1. PURPOSE AND SUMMARY OF REPORT

- 1.1 A report was submitted by The Chief Valuer to the Mapledurham Playing Fields Trustees Sub Committee on 11th October 2016 in respect of the Fit4All Proposal for Mapledurham Playing Fields Foundation.
- 1.2 When considering the above report in discussion, the Sub-Committee noted the concerns of local community representatives regarding the potential precedent for further 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.
- 1.3 The Agreement for Lease and the Lease made between the Reading Borough Council acting in its capacity as sole managing trustee of the Mapledurham Recreation Ground Charity and The Secretary of State for Housing Communities and Local Government of the part of Mapledurham Playing Fields were entered into on the 18th February 2019.
- 1.4 The revised planning application was granted on 25th February 2019.
- 1.5 The Sub Committee at its meeting of 7th May 2019 resolved as follows :-

That the Sub Committee note the report and authorise Officers to formally investigate the implications of the charity entering into a deed of dedication and to liaise with Fields in Trust (FIT) and (if necessary) the Charity Commission regarding entering into a deed of dedication in respect of the Mapledurham Recreation Ground Charity

2. RECOMMENDED ACTION

- 2.1 The Sub-Committee consider the draft Deed in the light of the advice in this report and decide whether seeking to negotiate a draft of the Deed with FIT is in the best interests of the Charity and its beneficiaries.
- 2.2 If the Sub-Committee concludes that a draft Deed should be negotiated with FIT, it should authorise Officers supporting the Sub-Committee to progress negotiations with FIT, with a view to presenting a final draft for consideration and (if thought fit) approval by the Sub-Committee.
- 2.2 The Officers supporting the Sub-Committee should also be authorised to seek the views of the Charity Commission on the entry into the Deed and to confirm the position to the Sub-Committee in advance of any decision to enter into a Deed.

3. POLICY CONTEXT

- 3.1 Reading Borough Council holds the Ground in its capacity as charity trustee ("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 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.
- 3.3 The draft deed of dedication (the "**Deed**") which is annexed to this report is made between Reading Borough Council (acting as trustee of the Recreation Ground Charity) (the "**Council**") and the National Playing Fields Association (which operates under the name "Fields in Trust" or "**FIT**"). The Official Custodian for Charities is also a party to the draft Deed it holds legal title to the recreation ground at Mapledurham (the "**Ground**"). The draft Deed relates only to part of the Ground and excludes the part of the Ground which has previously been leased for use by The Heights Primary School.

4. BACKGROUND

- 4.1 A previous report prepared for this Sub-Committee in 2017 identified the possibility of making the Mapledurham Playing Fields subject to a "deed of dedication" in favour of Field in Trust.
- 4.2 FIT is the working name of the National Playing Fields Association, which is a registered charity. It is understood that FIT has entered into deeds of dedication in relation to other pieces of charitable and local authority land.
- 4.3 The main purpose of a deed of dedication is to make land subject to a binding covenant which prevents the sale or disposal of property without the consent of FIT, so that there is a third party capable of vetoing a sale or other disposal of the land in certain circumstances.
- 4.4 As part of the process of consultation carried out in advance of the decision to lease part of the Ground for use by the School, the Council consulted with beneficiaries of the Charity on the proposal that it should discuss with FIT the possibility of entering into a deed of dedication in order to give some assurance about the future disposal or development of the remainder of the Ground. The results of that consultation suggested that a majority of beneficiaries thought that this proposal should be taken forward.

5. CURRENT POSITION

- 5.1 The Council's External Legal advisers Veale Wasborough Vizards (VWV) have liaised with FIT. VWV have obtained and reviewed FIT's standard draft deed of dedication and have made a number of changes to it to reflect the Council's role as trustee of the Charity. The draft Deed accompanying this report is the document VWV have produced as a result of their review.
- 5.2 While VWV have made some alterations to the draft provided by FIT (which was not in our view fit for purpose in some respects), the revised draft Deed has not yet been considered by FIT and its terms will need to be discussed in detail with FIT if the Sub-Committee decides that it would be in the best interests of the Charity to pursue it.
- 5.3 The draft Deed essentially provides for the Council (as trustee of the Charity) to undertake that it will not take certain steps in relation to the Ground, or that it will only do so with FIT's consent.
- 5.4 The intention is that these undertakings will last in perpetuity.
- 5.5 The key undertakings (which are all set out in clause 3 of the draft Deed) are:
 - 5.5.1 Not to use the Ground for any purpose other than as a recreation ground for the benefit of those who live in the Parish of Mapledurham and Borough of Reading (the "Purpose"). As amended by us, this Purpose is consistent with the legal obligation the Council owes as charity trustee of the Charity in any event because it matches the scope of the Charity's objects.

- 5.5.2 Not to allow third parties to use the Ground for anything other than the Purpose without FIT's consent. Again, this is consistent with the charitable objects of the Charity.
 - 5.5.3 Not to sell, lease or otherwise dispose of all or part of the Ground without the prior written consent of FIT. FIT undertakes not to unreasonably withhold its consent to a disposal of all or part of the Ground where the proceeds of sale are to be used to buy replacement property with equivalent or improved amenity value and which is made the subject of another deed of dedication or where there is a free transfer to another charity which will enter into a deed of dedication with FIT. Our draft also prevents the grant of licences from being a "disposal", on the basis that the Council will routinely wish to licence users of the Ground to use it and FIT's consent should not be required in order to do that.
 - 5.5.4 Not to construct (or allow a third party to construct) buildings or structures on the Ground (or make material alterations to them) for any use other than the Purpose without FIT's consent.
 - 5.5.5 Not to construct (or allow a third party to construct) buildings or structures on the ground where their area would exceed 20% of the total area of the Ground.
- 5.6 Taken together, these provisions would mean that the Council could not in the future:
- 5.6.1 Dispose of all or part of the Ground by way of sale or the grant of a long lease to a third party without FIT's consent (unless to buy replacement property or to another charity, as above). This would include a sale to e.g. a developer which would generate a capital sum that could be used to enhance the amenity value of the remainder the Ground.
 - 5.6.2 Build new buildings on the Ground for anything other than the Purpose (which seems to us to be unlikely in any event) or for the Purpose but outside the 20% total area restriction.
 - 5.6.3 Use or allow the Ground to be used for anything other than the Purpose without FIT's consent (which would not be consistent with the objects of the Charity in any event).
- 6. DECISION FOR THE SUB-COMMITTEE**
- 6.1 Having considered the above the decision for the Sub-Committee in relation to the draft Deed is whether it is in the best interests of the Charity and its beneficiaries to add a requirement for FIT's consent to any disposal of part or all of the Ground in the future is in the best interests of those beneficiaries.
 - 6.2 Effectively, the draft Deed would enable FIT to make a judgement about this in addition to the Council (although the Sub-Committee should note that we have amended the draft Deed to make it clear that, in doing so, FIT must act in the best interests of the Charity, rather than in order to advance its own objects or policy).

- 6.3 The requirement for consent is of course how FIT operates in order to prevent recreational land from being used for purposes other than recreation, but the Sub-Committee should consider whether the benefits of the draft Deed (in terms of a check and balance against future disposal and a degree of greater certainty about this) outweigh the disadvantages (in our view, the main disadvantage is that the Council will lose a degree of discretion and flexibility in relation to the future).
- 6.4 There is a wider potential legal issue around the surrender by any charity trustee of its discretion, which can in certain cases be inconsistent with its duties. We have raised this with FIT, who do not regard it as an issue. While our view is that provided there is a sufficiently coherent reason in the best interests of the Charity for a draft Deed to be entered into, the Council will be acting in line with its duties as trustee of the Charity, we recommend that the view of the Charity Commission is sought on the draft Deed, so that it has an opportunity to comment and raise any objection to the proposal.

7. OTHER PROVISIONS

- 7.1 The Sub-Committee should note that there are other provisions in the draft Deed that are relevant:
- 7.1.1 FIT's draft deed of dedication imposed an obligation on the Council as trustee to maintain the Ground. We have made this subject to the availability of funding and the exercise of the Council's discretion as trustee, on the basis that the draft Deed should not create a financial obligation on the Council (whether as trustee of the Charity or as local authority) in favour of FIT.
- 7.1.2 The draft Deed obliges the Council (as trustee) to provide information in response to any reasonable request from FIT.
- 7.1.3 The Council is also obliged to consider any advice given by FIT (this would not be binding on the Council and we have also provided that this is subject to the Council's overriding duty as charity trustee, which includes a duty to make independent decisions).
- 7.1.4 FIT is entitled to erect notices at the Ground confirming its involvement.

All or any of these obligations could potentially be deleted from the draft Deed if appropriate, subject to agreeing the final draft Deed with FIT.

8. EQUALITY IMPACT ASSESSMENT

- 8.1 Under the Equality Act 2010, Section 149, a public authority must, in the exercise of its functions, have due regard to the need to-
- eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
 - advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

- 8.2 In this regard you 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.
- 8.3 An updated equality impact assessment (EIA) was undertaken and reported to the June 2018 Trustee Sub-Committee. There has been no material change to the proposals being made and the EIA remains valid.

9. FINANCIAL IMPLICATIONS

- 9.1 Following the grant of the revised planning permission the planning contribution payable under the S106 Agreement of £380,000 has been received by the Council.
- 9.2 The 20th June 2018 Sub Committee approved the proposal from the Council to spend the £375k of S106 mitigation funding for works to the playing field to mitigate the presence of the proposed school on the site.
- 9.3 The premium of £1.36m was paid on the grant of the above Lease and was released to the Council on 19th August 2019.

10. LEGAL IMPLICATIONS

- 10.1 The legal implications are contained in the paragraphs 5, 6 and 7 of the report
- 10.2 In reaching any decision in relation to the Charity, the members of the Sub-Committee are reminded that when performing the Council's function as Trustee they have a number of obligations:
- (1) You must act in good faith and exclusively in the interests of the Charity i.e. in a way which you honestly believe to be in the Charity's best interests.
 - (2) You must act within your powers.
 - (3) You must ensure that you have any legal, property or other advice you consider is required in order to inform and support your decision-making.
 - (4) You must ensure that you are adequately and properly informed and have all relevant information.
 - (5) You must ensure that you take into account all relevant factors. Such factors will only relate to the Charity and its ability to advance its charitable, recreational object.
 - (6) You must not take into account any irrelevant factors.
 - (7) You must manage conflicts of interest.

(8) You 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.

10.3 Each of these considerations is set out in more detail in the Charity Commission's guidance on decision-making by charity trustees (CC27). The Commission's guidance is available here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/583855/CC27_new.pdf

11. BACKGROUND PAPERS

- 11.1 Mapledurham Playing Fields Trustees Sub-Committee - 20th June 2018.
- 11.2 Mapledurham Playing Fields Trustees Sub-Committee - 9th January 2018.
- 11.3 Mapledurham Playing Fields Trustees Sub-Committee - 22nd October 2018.
- 11.4 Oxford Archaeology report - August 2018
- 11.5 Mapledurham Playing Fields Trustees Sub-Committee 7th May 2019
- 11.6 Landscape master plan 2018

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Deed of Dedication

The Official Custodian for Charities (1)

Reading Borough Council acting in its
capacity as sole trustee of the Recreation
Ground Charity (2)

and

National Playing Fields Association (3)

Mapledurham Recreation Ground

This Deed of Dedication is made on the day of 20

Between:

- (1) **The Official Custodian for Charities** (the **OCC**);
 - (2) **Reading Borough Council** acting in its capacity as sole trustee of the Recreation Ground Charity (registered charity number 304328) (the **Charity**) and its successors in title of (the **Landowner**); and
 - (2) **National Playing Fields Association**, operating as Fields in Trust, of Unit 2D Woodstock Studios, 36 Woodstock Grove, London W12 8LE, a Royal Charter Organisation established for charitable purposes (registered charity number 306070) and its successors in title (**FIT**);
- (the OCC, the Landowner and FIT being together called the **Parties**).

Whereas:

1. The property more particularly specified in the Schedule (the **Property**) forms part of the property of the Landowner, acting in its capacity as trustee of the Charity.
2. The Parties hereby agree to enter into the undertakings set out in this Deed.

Landowner's undertakings

3. The Landowner gives the following undertakings:
 - 3.1 Not to use the Property for any purpose other than as 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 **Purpose**). For the avoidance of doubt, the Purpose shall include both indoor and outdoor recreation and any use ancillary to the Purpose.
 - 3.2 Not to grant, allow, suffer or permit the Property to be used other than for the Purpose including for any occasional or limited period of time without the prior written consent of FIT.
 - 3.3 Subject to clauses 5 and 6, not to sell, lease or otherwise dispose of the Property without the prior written consent of FIT (provided that and for the avoidance of doubt the grant of any licence to any third party to enable the use of the Property for the Purpose shall not require such consent).
 - 3.4 Not to erect, allow, permit or suffer any buildings or structures on the Property (or any material alterations to the same) for use other than for the Purpose without the prior written consent of FIT.

- 3.5 Not to grant, allow, suffer or permit the erection of any buildings or structures on the Property that would result in the total area of such buildings or structures exceeding 20% (twenty per cent) of the total area of the Property.
- 3.6 To inform FIT without delay of any proposal or decision to grant, allow, suffer or permit:
 - 3.6.1 any sale, lease or other disposal of the whole or part of the Property;
 - 3.6.2 the erection of any buildings or structures or alterations on the Property (or any material alterations to the same); and
 - 3.6.3 the temporary closure of the whole or part of the Property for use by the beneficiaries of the Charity for the Purpose;
- 3.7 To provide FIT with information in response to any reasonable request by FIT relating to the use of the Property for the Purpose.
- 3.8 Subject always to the availability of funding for the Charity and the exercise of its discretion in relation to the expenditure of such funding by the Council acting as charity trustee of the Charity, to maintain the Property (and, for the avoidance of doubt, Reading Borough Council shall not, as trustee of the Charity or acting in its capacity as local authority, be obliged to provide such funding).
- 3.9 Subject always to its duties as charity trustee of the Charity, to consider any advice given from time to time by FIT on the management and running of the Property.
- 3.10 To erect notices on the Property in the form of signage provided by FIT relating to the background of FIT and its protection of the Property, giving recognition of financial support where required.

Registration

4. The Landlord shall apply within three months of the date of this Deed on form RX1 annexed hereto for the registration in the proprietorship register of the registered title of the Property at the Land Registry of a restriction to the following effect:

- 3.14 To endorse the head of the copy of the Conveyance dated [24 December 1938 described in the Freehold Property Schedule hereto with wording to the following effect:

“By a Deed of Dedication dated [date] and made between The Official Custodian for Charities (1) Reading Borough Council acting in its capacity as trustee of the Recreation Ground Charity (registered charity number 304328) (2) and the National Playing Fields Association (3), part of the land hereby demised in this Conveyance dated 24 December 1938 and as more particularly delineated on the plan outlined in red attached to the aforementioned Deed of Dedication hereto was dedicated for use as a public playing field and recreation ground.”

- 3.15 To supply FIT with a certified copy of the endorsed copy of the Conveyance dated 24 December 1938 within one month of the execution of this Deed.

Replacement Property

5. Pursuant to clause 3.3, FIT shall not unreasonably withhold its consent to any sale, lease or other disposal of the Property provided that the Landowner at the request of FIT:
- 5.1 replaces or agrees to replace the Property by acquiring a piece of freehold land which is in the reasonable opinion of FIT of equivalent or better amenity value for the beneficiaries of the Charity than the Property (the **Replacement Property**) and applies all or such part of the proceeds of any sale of the Property as are necessary to acquire such Replacement Property; and
- 5.2 enters into another deed on substantially the same terms as this Deed in respect of the Replacement Property.

Disposal of Property

6. FIT undertakes that it will not unreasonably withhold consent to any transfer, lease or other disposal of the Property without charge to any other charity (a **Transferee**) which will hold the Property to be used for the Purpose, provided that the Transferee enters into a deed with FIT on substantially the same terms as this Deed in respect of the Property.

FIT's undertakings

7. FIT undertakes that:
- 7.1 subject to the provisions of clauses 5 and 6, FIT will not unreasonably withhold its consent where such consent is required by this Deed;
- 7.2 in deciding whether to withhold its consent where such consent is required by this Deed, FIT will act solely and exclusively in what it considers to be the best interests of the Charity and its beneficiaries;
- 7.3 FIT will respond without unreasonable delay to any notification of any proposed disposal or erection of structures, or to any requests for advice; and
- 7.4 FIT will notify the Landowner in writing and without unreasonable delay of any concerns or matters of advice to which it requires the Landowner to have regard.

In witness whereof this Deed is executed as a deed on the date stated at the beginning.

SCHEDULE

Part of that freehold property known as land at Mapledurham Playing Fields, Woodcote Road, Caversham, Reading RG4 7EZ described in the Conveyance dated 24 December 1938 and

made between Charles Ernest Hewett of the one part and The National Playing Fields Association of the other part which is identified on the plan outlined in red and annexed to this Deed.

EXECUTED as a **DEED** on behalf of **THE OFFICIAL CUSTODIAN FOR CHARITIES** and for itself as trustee of the Recreation Ground Charity by **READING BOROUGH COUNCIL** the common seal of which was hereunto affixed in the presence of:

[AUTHORISED SIGNATORY]

Name: _____ **Signature:**

EXECUTED as a **DEED** by affixing

The **COMMON SEAL** of **NATIONAL PLAYING FIELDS ASSOCIATION**

under an authority conferred by s.260(2) Charities Act 2011 in the presence of:

Trustee:

Trustee:

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