

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

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31 January 2020

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

**NOTICE OF MEETING - MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE 10
FEBRUARY 2020**

A meeting of the Mapledurham Playing Fields Trustees Sub-Committee will be held on Monday, 10 February 2020 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 - 10
3. PETITIONS AND QUESTIONS		
4. LANDSCAPE UPDATE	MAPLEDUR HAM	11 - 16
This report provides an update for the Trustees on the programme of works to implement the approved Landscape Master plan.		
5. PAVILION IMPROVEMENT WORKS	MAPLEDUR HAM	17 - 40
This report recommends to the Trustees the appointment of a contractor to carry out the first phase of pavilion improvement works and seeks authority to allocate funding for the work. It also presents the accounts for 2018/19 prior to audit and submission to the Charity Commission.		
6. MAPLEDURHAM PLAYING FIELDS - DEED OF DEDICATION	MAPLEDUR HAM	41 - 60

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This report updates the Trustees on negotiations with Fields in Trust on a draft deed of dedication, and seeks authority to enter into the revised deed.

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Members of the public who participate in the meeting will be able to speak at an on-camera or off-camera microphone, according to their preference.

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Present: Councillor Edwards (Chair);
Councillors Ayub (Vice-Chair), Gittings and Warman

Apologies: Councillors Emberson and James

1. MINUTES

The Minutes of the meeting held on 7 May 2019 were agreed as a correct record and signed by the Chair.

2. REPRESENTATIONS

With the permission of the Chair the following people addressed the Sub-Committee regarding the reports submitted to the meeting:

Steve Brown (Caversham Trents Football Club)
Alastair McLean and Robin Bentham (Warren and District Residents Association)
Councillor Ballsdon (Chair of the Mapledurham Playing Fields Management Committee and Mapledurham Ward Councillor)

3. LANDSCAPE UPDATE

The Director of Economic Growth and Neighbourhood Services submitted a report providing an update to the Trustees on the programme of works to implement the approved Landscape Master plan and on the works by the Department for Education (DfE) to the Mapledurham Playing Fields community carpark.

The report explained that the sports pitch regrading and drainage works had started in June 2019, and was continuing with the aim to re-provide improved sports pitches by the start of the 2020 football season. While the works took place Caversham Trent FC were being accommodated between Mapledurham and Christchurch meadows playing fields. The Council's parks service had installed the gravel footpaths on the western side of the playing fields and work had started to install the new children's play area with the aim to open it for use by the October 2019 half term holidays. Other planned works included tree planting and a boundary fence to the Hewett Avenue side of the playing fields in November/December 2019, and installation of the central avenue footpath and lighting, and trim trail, in April/May 2020.

The report explained that Kier, the DfE contractor, had started work on the MPF car park on 2 September 2019 and were looking to complete the initial phase of car park works in 11 weeks, and then commence the school build. The finished car park surface of block paviours would be installed following the main works to the school, and Kier were exploring closing the car park for a very short period whilst this work took place. Details on the timing and duration of the closure would be reported to the Trustees. The proposed small overflow parking area adjacent to the existing car park was currently

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being used as a site compound by Kier, carrying out the car park improvement works and building the school. Once these elements had been completed and Kier had decanted from the site, the overflow parking area could be constructed.

Resolved -

That the works to implement the landscape plan and DfE works to the MPF community car park be noted.

4. PAVILION IMPROVEMENT WORKS

The Director of Economic Growth and Neighbourhood Services submitted a report giving an update on the pavilion refurbishment scheme and seeking authority to submit a planning application and procure a contractor for the first phase of work.

The report noted that since the previous meeting of the Sub-Committee the pavilion had re-opened for hire, in July 2019. The main refurbishment works would be funded through the £1.361m premium from the Department for Education (DfE) which had been paid to the Trustees on 20 August 2019 and £85K section 106 planning gain allocated to the scheme. Whilst waiting for the DfE payment the Council had commissioned initial scoping and design work for refurbishing and potentially extending the pavilion in the future, and a draft layout of the pavilion had been agreed by the main user groups in early August 2019.

The report explained that the scheme was split into two phases. The first phase was to refurbish the pavilion and re-configure the internal layout for more efficient use of the space, and the second phase was an extension to provide additional sports changing spaces, a new main entrance, and a small extension at the rear of the building. The first phase had been assessed as within the current budget allowance of £825k (including fees and contingency) for refurbishing the pavilion. The second phase was beyond the funding currently earmarked for the pavilion.

An update report was tabled at the meeting which summarised recent discussions with the Berks and Bucks Football Association and a consultant working on behalf of the National FA, at which it had been explained that the provision of additional changing rooms would not be a funding priority. Following consultation with Caversham Trents FC, it was therefore proposed to remove the additional third and fourth changing rooms from the scheme. The update report also summarised comments received through the Management Committee including a request for more storage space with easier access from the main hall and querying the need for an office and additional meeting space.

Attached to the update report were amended plans reflecting the removal of the extra changing rooms and additional changing space with access off the main hall. Plan 1a identified the extent of works to be undertaken in the first phase of the works, for which approval to seek planning permission and procure a contractor was sought within the previously agreed available £825k budget (inclusive of fees and contingency). Plan 2a showed the potential future developments including additional storage, office/storage

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space, extended kitchen and relocated main entrance. The pavilion users had requested that both phases of the scheme be submitted for planning approval, to enable the second phase to take place when funding was available.

Resolved -

- (1) That the Assistant Director of Culture be authorised to submit a planning application for the whole scheme to refurbish and extend the existing pavilion;**
- (2) That the Assistant Director of Legal & Democratic Services and the Assistant Director of Culture be 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.**

5. MAPLEDURHAM PLAYING FIELDS MANAGEMENT COMMITTEE

The Director of Economic Growth and Neighbourhood Services submitted a report setting out proposals for changes to the Mapledurham Playing Fields Management Committee. The following documents were attached to the report:

- 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

The report noted that the development of the proposal to build the school had 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. Local groups with significant current involvement included Mapledurham Lawn Tennis Club, Caversham Trents Football Club and Warren and District Residents Association. When the school opened another large group of beneficiaries would be making use of the playing fields introducing a range of both opportunities and pressures.

The Sub Committee were asked to consider proposals for a revised Management Committee of between seven and nine members with the following representatives:

- Two individuals appointed by Reading Borough Council
- An individual appointed by Reading Borough Council who is a Reading Borough Councillor from the ward in which the playing fields are situated
- A representative of Mapledurham Parish Council
- A representative of the Football Club
- A representative from the Tennis Club
- A representative of other major users of the Playing Fields

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- A representative from the local residents association (WADRA)
- A representative from the School Head teacher/Governor/Parents

A draft set of provisions reflecting the above and other aspects of the composition of the Management Committee and conflicts of interest was attached to the report.

At the meeting it was recommended that the proposals be amended to specify that members of the public could attend Management Committee meetings as observers, that the Chair of the Committee would be elected by secret ballot, and that the provision to allow electronic meetings be kept under review to ensure that transparency was maintained.

Resolved -

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) be adopted with the amendments recommended at the meeting.

6. MAPLEDURHAM PLAYING FIELDS - DEED OF DEDICATION

Further to Minute 15 of the meeting held on 7 May 2019 the Assistant Director of Legal and Democratic Services submitted a report setting out a draft Deed of Dedication for Mapledurham Playing Fields, which was attached to the report at Appendix 1.

The report noted that at its previous meeting the Sub-Committee had authorised officers to investigate the implications of the charity entering into a deed of dedication, and liaise with Fields in Trust (FIT) and the Charity Commission regarding entering into a deed of dedication in respect of the Mapledurham Recreation Ground Charity. The Council's external Legal advisers Veale Wasborough Vizards (VWV) had obtained and reviewed FIT's standard draft deed of dedication and made a number of changes to it to reflect the Council's role as trustee of the Charity. The resulting draft Deed was attached to the report.

The report summarised the key undertakings included in the draft Deed and explained that it essentially provided for the Council (as trustee of the Charity) to undertake that it would not take certain steps in relation to the Ground, including disposal of all or part of the Ground by way of sale or the grant of a long lease to a third party, or building new buildings on the Ground for anything other than the Charitable Purpose, without the consent of FIT.

The Sub-Committee were asked to consider whether pursuing the draft Deed would be in the best interests of the Charity, and if so to authorise officers to discuss the detail of the terms with FIT and also seek the views of the Charity Commission.

Resolved -

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- (1) That seeking to negotiate a draft of the Deed with FIT be agreed as being in the best interests of the Charity and its beneficiaries;**
- (2) That the Assistant Director of Legal & Democratic Services be authorised to progress negotiations with FIT, with a view to presenting a final draft for consideration and (if thought fit) approval by the Sub-Committee;**
- (3) That the Assistant Director of Legal & Democratic Services 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.**

(The meeting closed at 7.20 pm)

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READING BOROUGH COUNCIL

REPORT BY ASSISTANT DIRECTOR OF CULTURE

TO:	MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE		
DATE:	10 FEBRUARY 2020		
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.

2. RECOMMENDED ACTION

- 2.1 That the works to implement the landscape plan 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 with works starting in the Summer 2019. Progress made is outlined below and summarised in a plan in appendix 1
- 4.1.2 The sports pitch regrading and drainage works started as planned with the aim to re-provide improved sports pitches by the start of the 2020 football season. This work was planned 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 provided a contingency of several months for the areas to become established for the 2020/21 football season
- 4.1.3 Due to the weight of the machinery and the need to be able to work the soil, the soil conditions are important and very heavily dependent on prevailing weather conditions. Exceptionally wet weather conditions have been experienced since late September through into January. Periodic rain is preventing the ground becoming able to bear the weight of machinery for laying drains. Should we get a few days of frozen ground it would be possible to lay the drains. The medium range forecast is also showing unsettled weather for at least the next 6 weeks and with no frost.
- 4.1.4 Agripower had aimed to recommence drainage laying in the winter and seed laying in early spring to mitigate the lost time. This looks increasingly unlikely to be possible. It is therefore also unlikely we will be able to recommence work until mid-spring, weather permitting. With this delay and grass seed being sown in late spring if we then experience a prolonged dry period grass establishment may then also take longer increasing the risk of pitches not being ready for this September.
- 4.1.5 This is also delaying the removal of the Heras fencing.
- 4.1.6 The commencement of use of this area for formal sports would be determined by the external sports consultant who will assess the strength of the new turf once suitably established. As a precaution, officers are to meet with Caversham Trent FC to produce contingency plans and will ensure alternate sports pitches at Christchurch Meadows will be kept available until this area is ready to use and we thank them for their on-going cooperation.
- 4.1.7 The informal paths around the heras fencing surrounding the Agripower works have become very muddy in sections due to the wet weather experienced and limited space. This has been problematic throughout the winter and Parks have been endeavouring to lay woodchip down along these muddy areas. This is on-going and Parks are continuing to apply woodchip. The area to the west of the fenced area and through the wood is still to be completed.
- 4.1.8 In the west of the playing fields, the new children's play area successfully

opened in its new location for the October half term holidays and has been a popular improvement to MPF. Again, mud around the play area has been problematic necessitating a temporary stone chip path.

4.1.9 The perimeter wood post and rail fence has been installed along the MPF / Hewett Avenue boundary connecting the breedon gravel footpaths. There is a request for the highways team to improve pedestrian access from the highway at the three entrances along Hewett Avenue into the playing fields. A temporary stone path has also recently been installed to connect the breedon pathway on this side of MPF to the new children's play area.

4.1.10 The Parks team were also going to install the new avenue of trees in December. The location of the trees overlaps the work area of Agripower, to prevent risks of damage to the trees has led to a delay in the planting until next winter. It is planned to install the new central breedon gravel footpath and trim trail in early summer once the Agripower works are complete.

4.1.11 Drainage ditches along the highways grass verge of Hewett Avenue into the Playing Fields have been re-established by Highways to help reduce water build up on the road. Some of this water however is held back from dissipating further into the playing fields by the new path running parallel to the road. This is creating pooled water a few inches deep in one area within the playing fields which was taking a few days to dissipate. A slightly deeper ditch has been dug just before the northern most access point to draw more water off the road before it would be held by the path. It is unclear if the very wet weather and saturated ground this winter has meant pooling has formed this year which in other years would not expect to persist for more than a few hours. Similarly, the impact of deepening the northern drainage ditch has not been assessed as rain fall has lessened slightly over the last couple of weeks since the ditch was dug. The situation will continue to be monitored.

4.1.12 In addition to the identified detail in the landscape plan, there has been a request to install a tarmac surface from the highway across the grass verge to two of the northern and southern Hewett Avenue breedon gravel path entrances as improvements to these entrances and prevent muddy paths building up.

4.1.13 The area identified for an overflow car park is being used as part to house site offices, the final surface of this area is still to be agreed.

4.1.14 Legal advice has been sought to identify whether automated number plate recognition may be used for car park management.

4.2 Summary of completed works

See attached landscape plan at appendix 1 and includes:

- New 600m² children's play area
- Post and rail fence along Hewett Avenue
- West side 250m breedon gravel footpath
- South side 120m breedon gravel footpath
- North side 100m temporary stone path to new play area

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 At the October 2019 Trustees meeting the enhancement funding available was confirmed as:

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

- 7.2 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
£ 907,000	Pavilion improvement works*
£1,117,013	Total

*A separate report to Trustees on the pavilion procurement seeks approval on increasing the budget for the pavilion works (including fees and a small contingency) by £82k to £907k

7.3 The following items 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
£176,000	Total

7.4 On current forecasts, from the original enhancement budget of £1,446,039 with committed expenditure of £1,117,013 and £176,000 of future commitments detailed above gives a total spend of £1,293,013.

This currently leaves £153,026 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.

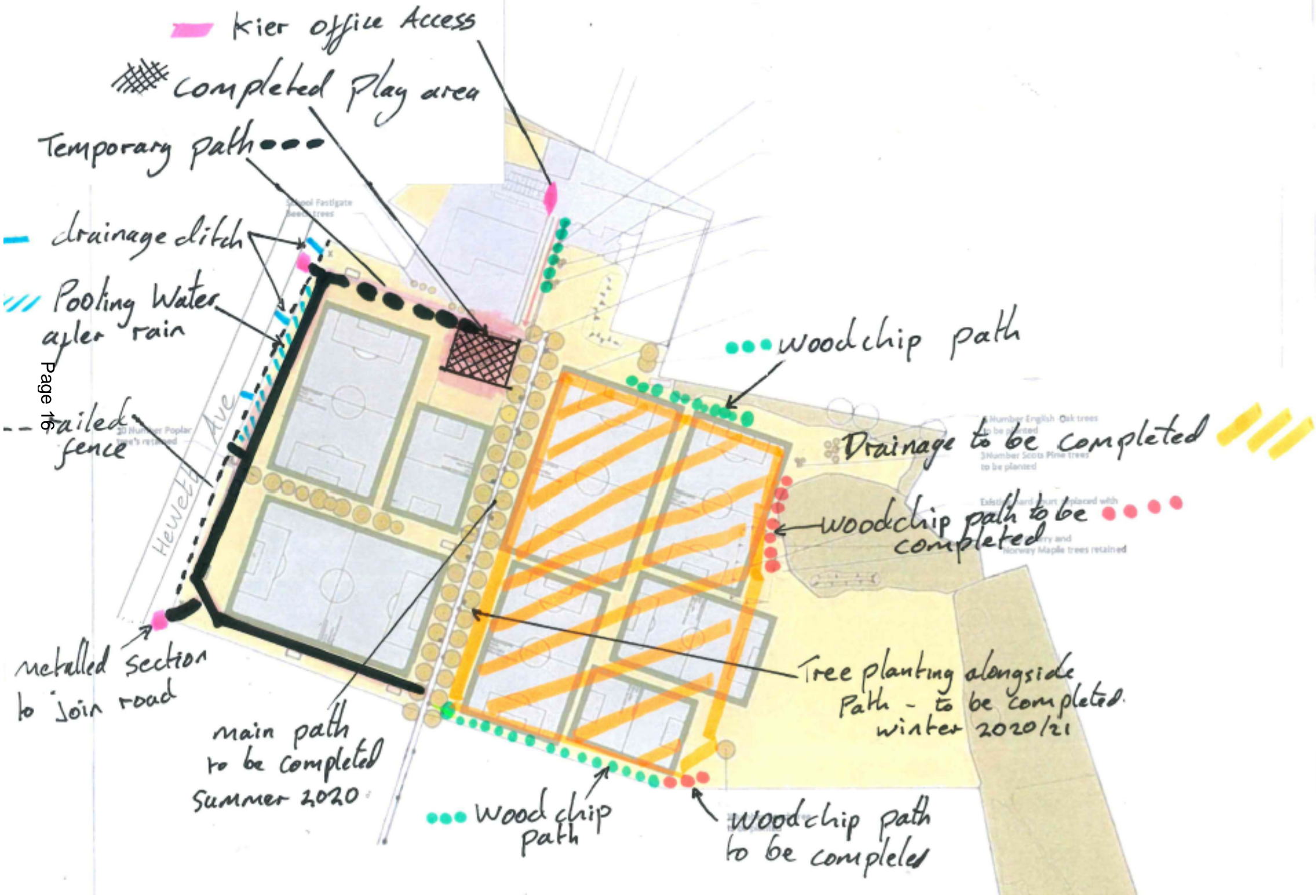
9.3 Mapledurham Playing Fields Trustees Sub-Committee - 22nd October 2018.

9.4 Papers Mapledurham Playing Fields Trustees Sub-Committee 30th January 2019.

9.5 Mapledurham Playing Fields Trustees Sub-Committee - 7th May 2019

9.6 Mapledurham Playing Fields Trustees Sub-Committee - 15th October 2019

Works Progress



READING BOROUGH COUNCIL

REPORT BY ASSISTANT DIRECTOR OF CULTURE

TO:	MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE		
DATE:	10 FEBRUARY 2020		
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 pavilion improvement works received planning consent on 12th December 2019.
- 1.2 To update the Trustees on the procurement of a contractor and recommend the appointment of AYM (Services) Ltd for £782k to carry out the first phase of works.
- 1.3 To seek authority to use £82k of the £235k of unallocated improvement funds to implement these works leaving £153k of unallocated improvement funds for future use.
- 1.4 To present the accounts for 2018/19 prior to Audit and submission to the Charity Commission.

2. RECOMMENDED ACTION

- 2.1.1 That the Assistant Director of Legal & Democratic Services and the Assistant Director for Culture are authorised to appoint AYM (Services) Ltd for £782k to carry out the first phase of the pavilion works, within the funding limits set out in the report;
- 2.1.2 To authorise the use of £82k of unallocated improvement funds towards the cost of the pavilion improvement works.
- 2.2 That the Council's accountancy team submit accounts after auditing to the Charity Commission.

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. "

- 3.2 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.
- 3.3 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 On 15th October 2019, Trustees approved the pavilion designs produced by STL architecture and for these to be submitted for planning approval; subsequently planning consent was granted on 12th December 2019.
- 4.2 At the same meeting, Trustees authorised officers to procure a contractor to carry out the first phase of works.
- 4.3 The contractor procurement was conducted in accordance with the Council's Contract Procedure Rules. In November four contractors who are capable of carrying out the works expressed an interest in tendering for the works. A site visit and tender clarifications were conducted through mid-December 2019 and early January 2020. On 16th January, two priced tenders were returned. The other two contractors did not submit a tender citing the complexities of the works and their own resourcing to meet the advertised procurement and construction timeframes.
- 4.4 Both tenders were assessed on price and quality and with a 13% price difference between the two bids, the lowest tenderer, AYM (Services) Ltd was invited to interview on 24th January to discuss their programme and costs in more detail.
- 4.5 Currently, the contract sum is £82k over the approved budget for these works. The Council's retained cost consultant noted that the main changes from the approved budget in October and the priced works stem from:
- The M&E works were based on a cost per £m² which are now defined
 - An increase in detail for the demolition works
 - An increase in the amount of steel structure to be replaced for the main hall
 - An increase in windows to be replaced

- A risk item to replace the existing septic tank within these works
- A requirement to use the rear of the pavilion as a site compound and consequential re-instatement afterwards

4.6 Contract Options

- 4.6.1 Option A: Look to remove elements of the work to bring the costs back within the approved budget. We reviewed this option in detail for the October Trustees meeting and the current scheme was the best compromise required to meet the Trustees and user's needs for the pavilion.
- 4.6.2 Option B: Abandon the current procurement and go back out to market to seek more bids. A re-tendering process would take another 8 weeks with no guarantee that future tenders will not come in higher than the current lowest tender. If costs came under budget, work would not start until May / June 2020 and possibly complete in October / November.
- 4.6.3 Option C: Continue with the scheme and allocate £82k to the pavilion works from the remaining £235k of unallocated improvement funds as reported to Trustees in October. This unallocated sum was originally £150k when reported in May and increased to £235k in October from savings from the external works contracts. If agreed this then returns the unallocated funds back to £153k for contributory / match funding for future grant applications by the Trust and its partners.
- 4.6.4 If Option C is chosen work is anticipated to start on site on 2nd March and complete in early August 2020.
- 4.7 The revenue accounts for the day to management of the Mapledurham Playing Fields are laid out in section 7.2 of this report. Following auditing by the Council's accountancy team these will be submitted to the Charity Commission.

5. CONSULTATION

- 5.1 The design has been developed with representatives of the users and resident's association.
- 5.2 A wider consultation was taken 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 note the allocation of £825k (including fees and contingency) of funding for the pavilion works in previous committee meetings, plus an additional £82k of unallocated funds for these works detailed in item 9 below and all funded from the DfE payment and s106 received.

- 7.2.1 The costs of day to day repairs and assessment of options is being funded through the Council's revenue budget.

- 7.2.2 The draft accounts for 2018/19 are as follows:

Mapledurham Playing Fields
Income and Expenditure Account
Year Ended 31st March 2019 **2018/19**

Expenditure		
Grounds Maintenance	Scheduled	22,145
	Playground works	50
	Consultation posters	0
Building Maintenance	Programmed Repairs	427
	Reactive Repairs	1,570
	Site survey & inspections	0
	Insurance	399
Utilities	Water	551
	Electricity	389
	Gas	954
Cleaning	Building Cleaning	660
	Football renovations & supplies	2,834
	Commercial Waste Collection	815
Rates	NNDR	439
Total		31,234

Income		
	Football Renovations & Supplies	2,075
	Parish Income	125
	Building Hire	0
	Tennis Lease	1,265
	Total	3,465

Net Subsidy from Reading Borough Council 27,769

In summary the Council spent £31,383 and received income of £3,465. Therefore the Council subsidised recreational activities at the Playing fields in the sum of £27,769.

Detailed information identifying areas of income and expenditure are identified in Appendix 1 - Mapledurham Transaction Summary 2018/19

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 Mapledurham Playing Fields Trustees Sub-Committee papers 30th January 2019
- 9.5 Mapledurham Playing Fields Trustees Sub-Committee - 7th May 2019
- 9.6 Mapledurham Playing Fields Trustees Sub-Committee - 15th October 2019
- 9.7 Reading Borough Council revenue accounts

Appendices

Appendix 1

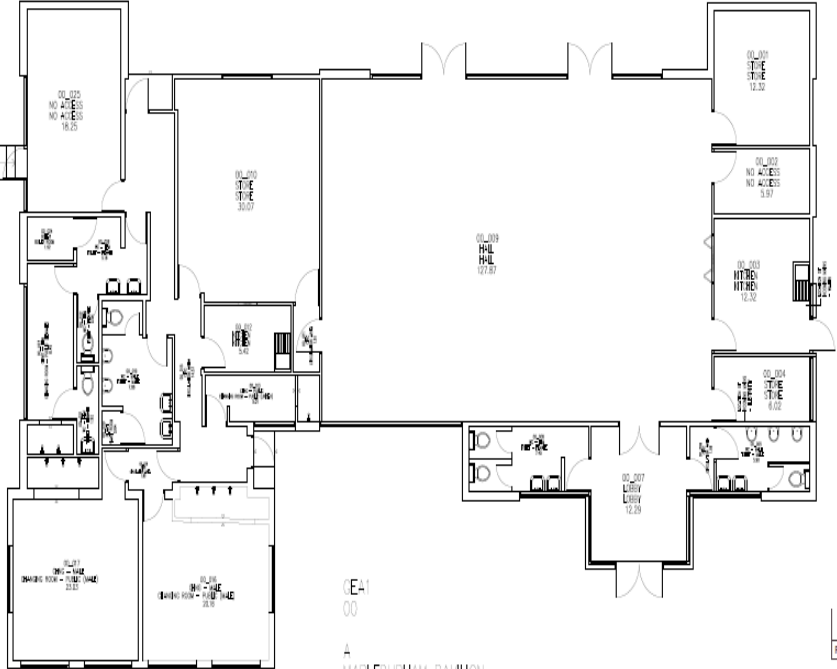
Pavilion drawings

- Existing layout
- Proposed layout
- Proposed future extensions

Appendix 2

Detailed revenue accounts

Existing Layout



CEA
00
A
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



SHAUN•TANNER
ARCHITECTURE & PLANNING
www.starchitecture.co.uk studio@starchitecture.co.uk 0118 989 0808

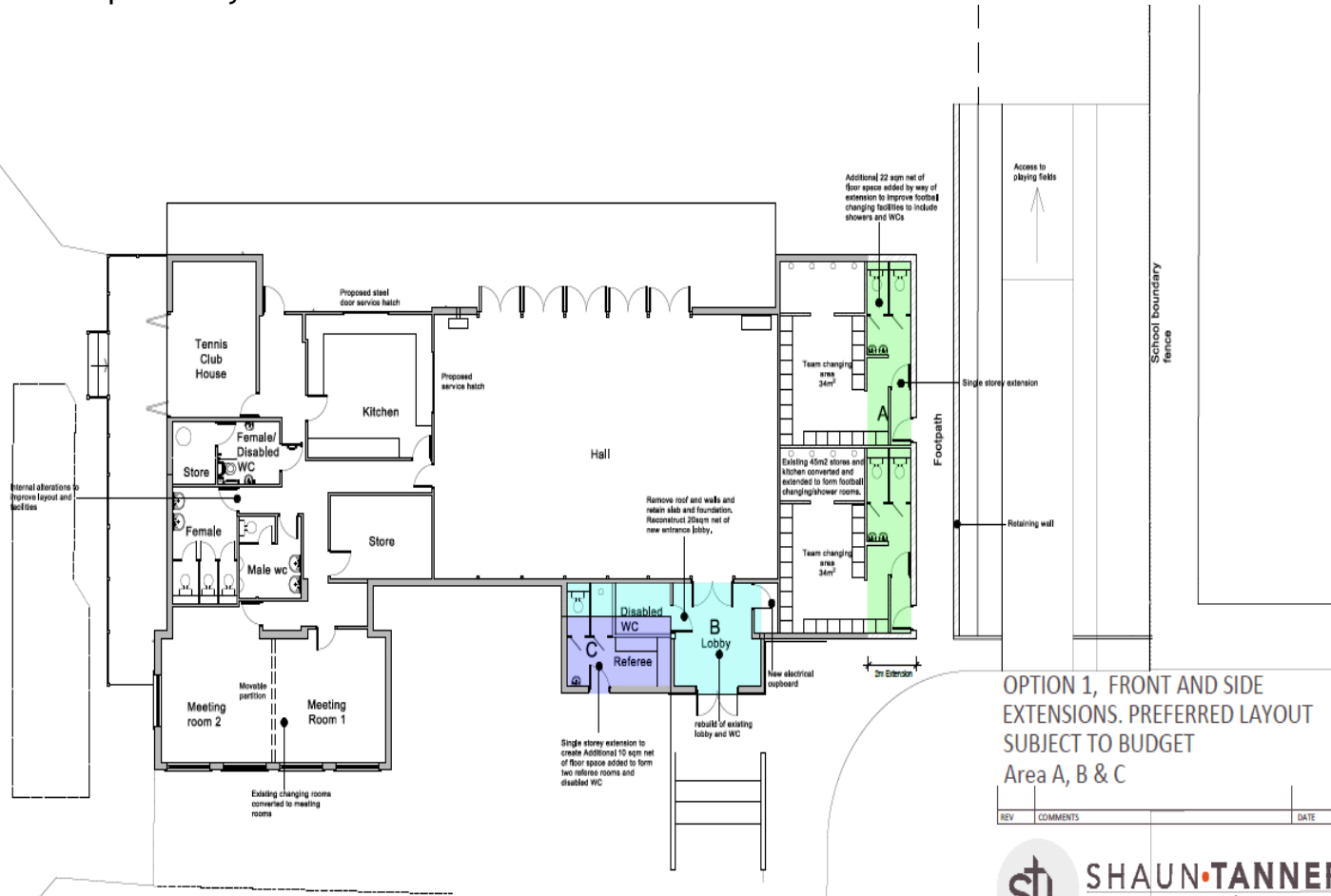
CLIENT Mapledurham Pavilion
PROJECT Mapledurham Pavilion, Upper Woodcote Road
Reading, Berkshire
DRAWING Existing Ground Floor Plan

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

THIS DRAWING MUST NOT BE SCALED UNLESS ISSUED FOR PLANNING PURPOSES. ALL DIMENSIONS ARE TO BE VERIFIED PRIOR TO SETTING OUT, COMMENCING WORK, OR PRODUCTION OF FABRICATION DRAWINGS. REPORT ANY DISCREPANCIES TO THE SUPERVISING OFFICER IMMEDIATELY. ©

Proposed Layout

Page 23



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

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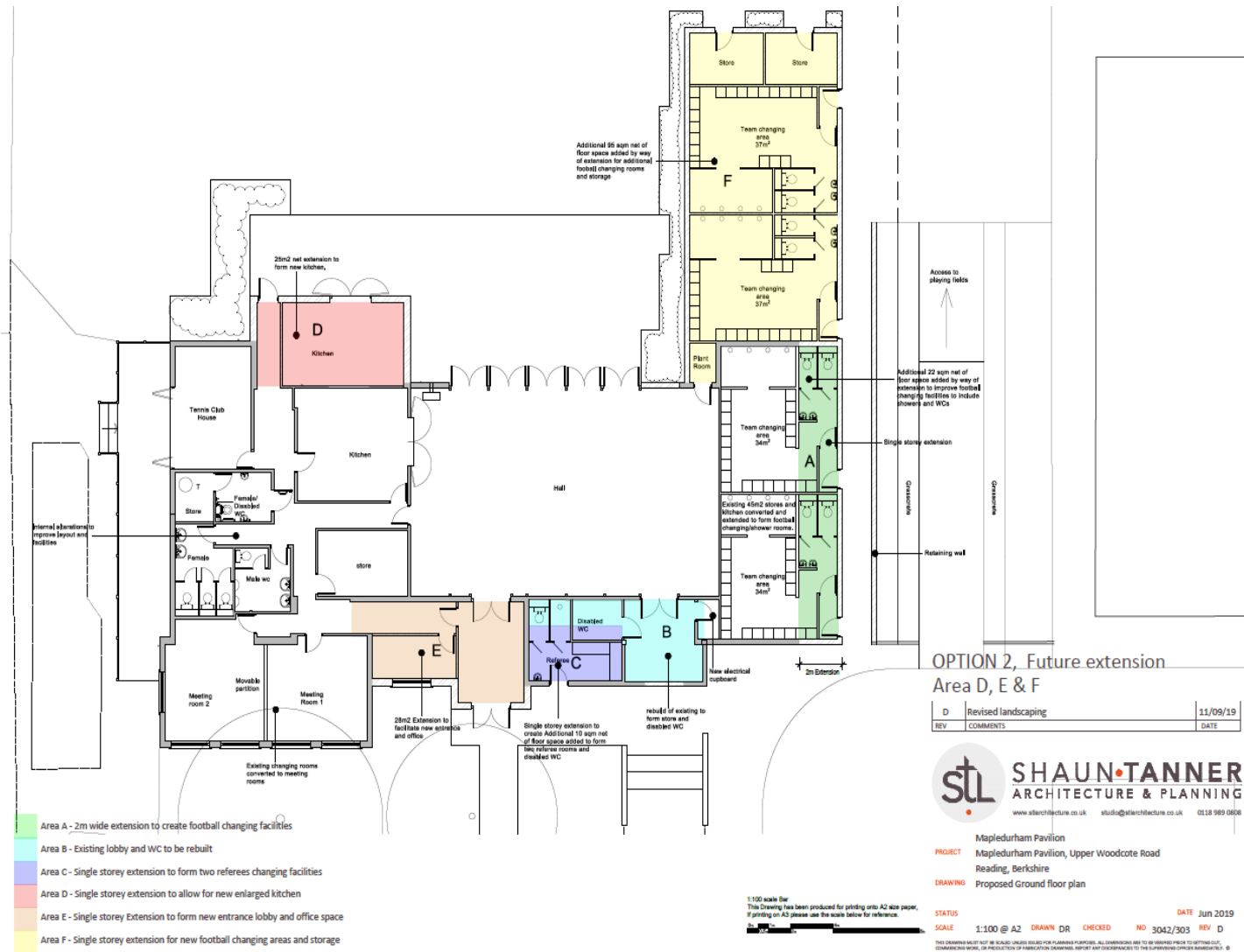
CLIENT Mapledurham Pavilion
PROJECT Mapledurham Pavilion, Upper Woodcote Road
Reading, Berkshire
DRAWING Proposed Ground floor plan Option 2

STATUS **DATE** Jun 2019
SCALE 1:100 @ A2 **DRAWN** DR **CHECKED** NO 3042/302 **REV** C

THIS DRAWING MUST NOT BE SCALE-UP OR SCALE-DOWN FOR PLANNING PURPOSES. ALL DIMENSIONS ARE TO BE VERIFIED PRIOR TO SETTING OUT. COMMENCEMENT OF WORK, OR PRODUCTION OF PARTICULAR DRAWINGS, REPORT ANY DISCREPANCIES TO THE SUPERVISING OFFICER IMMEDIATELY. ©

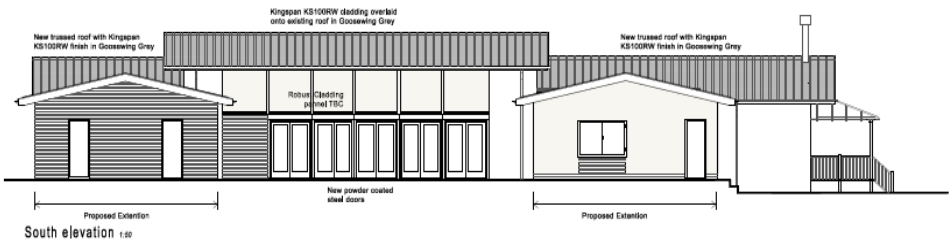
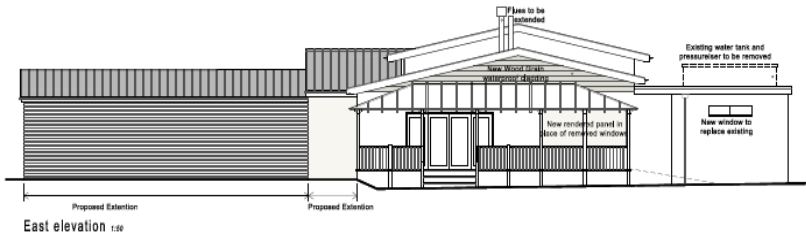
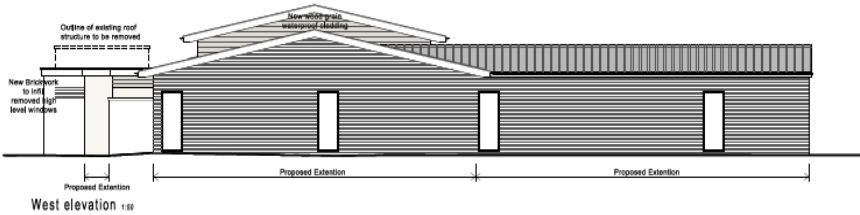
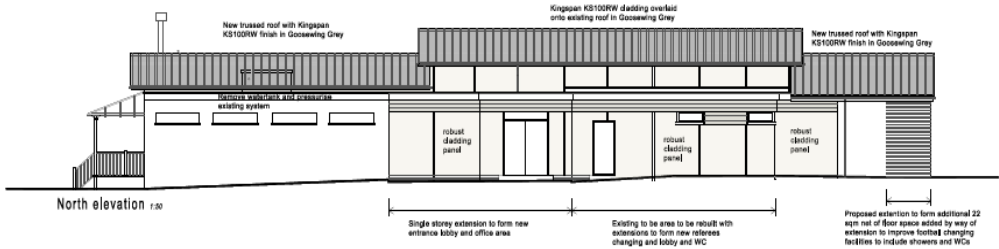
- Area A - 2m wide extension to create football changing facilities
- Area B - Existing lobby and WC to be rebuilt
- Area C - Single storey extension to form two referees changing facilities

Future Extensions D,E,F



Elevations

Page 25



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
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SHAUN TANNER
ARCHITECTURE & PLANNING
www.starchitecture.co.uk studio@starchitecture.co.uk 0118 989 0808

CLIENT Mapledurham Pavilion
PROJECT Mapledurham Pavilion, Upper Woodcote Road
Reading, Berkshire
DRAWING Proposed Elevations

STATUS Draft DATE Jun 2019
SCALE 1:100 @ A2 DRAWN DR CHECKED NO 3042/306 REV B
THIS DRAWING MUST NOT BE SCALED UNLESS SPECIFICALLY PLANNED FOR SUCH PURPOSE. ALL DIMENSIONS ARE TO BE VERIFIED PRIOR TO SETTING OUT.
COMMERCIAL WORK, OR PRODUCTION OF PUBLICATION DRAWINGS, REPORT AND DOCUMENTS TO THE SUPPLIER'S OFFICE. HANDED TO THE

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Mapledurham Playing Fields
Income and Expenditure Account
Year Ended 31st March 2019

2018/19

Expenditure		
Grounds Maintenance	Scheduled	22,145
	Playground works	50
	Consultation posters	0
Building Maintenance	Programmed Repairs	427
	Reactive Repairs	1,570
	Site survey & inspections	0
	Insurance	399
Utilities	Water	551
	Electricity	389
	Gas	954
Cleaning	Building Cleaning	660
	Football renovations & supplies	2,834
	Commercial Waste Collection	815
Rates	NNDR	439
	Total	31,234

Income		
	Football Renovations & Supplies	2,075
	Parish Income	125
	Building Hire	0
	Tennis Lease	1,265
	Total	3,465

Net Subsidy from Reading Borough Council

27,769

Expenditure

Accounting Period	Accounting Period Number	Full Account Code	Cost Centre	Subjective	Further Analysis	Corporate Analysis	Debit (£)	Credit (£)	Journal Source	Journal Category	Journal Name	Journal Descri	Line Description	Supplier or Pa	Invoice Numb	Invoice Date	Accounting D	Accounting Year	GL Transfer Date
Jan-18-19	10.	R-1302-2000-1302BN-00	1302	2000	1302BN	00	605.00		Payables	Purchase Invoices			Mapledurham Pavilion Pest Control (with check up visits); December '18 - May '19 Mapledurham Pavilion Pest Control (with check up visits); December '18 - May '19	VERMATECH PEST CONTROL	32240	26/11/18	01/01/19	2,019.	07/01/19
							605.00												
Oct-18-19	7.	R-1302-2301-1302BN-00	1302	2301	1302BN	00	815.36		Spreadsheet	Manual	AC SH OCT 18-19 001Manual	Waste Recharges & Bus Lane realloaction	Refuse collection 18-19 - Mapledurham Playing Fields 1100L Bin x 1, Total collections 52				31/10/18	2,019.	31/10/18
Aug-18-19	5.	R-1302-2400-1302BN-00	1302	2400	1302BN	00	31.27		Spreadsheet	Standard	TEAM 18-19 BG 009Standard	BG June Consumption	MAPLEDURHAM PAVILION Site Bill Reference Number: 601296108 MPAN: 0380112720 0001040730 6 29-05-2018 To 28-06-2018 16114				07/08/18	2,019.	07/08/18

Sep-18-19	6.	R-1302-2400-1302BN-00	1302	2400	1302BN	00	26.79		Spreadsheet	Standard	TEAM 18-19 BG 013Standard	BG July Consumption	MAPLEDURH AM PAVILION Site Bill Reference Number: 601296108 MPAN: 0380112720 0001040730 6 29-06-2018 To 28-07-2018 16272				12/09/18	2,019.	13/09/18
Sep-18-19	6.	R-1302-2400-1302BN-00	1302	2400	1302BN	00	29.83		Spreadsheet	Standard	TEAM 18-19 BG 014Standard	British Gas consumption Aug 18	MAPLEDURH AM PAVILION Site Bill Reference Number: 601296108 MPAN: 0380112720 0001040730 6 29-07-2018 To 28-08-2018 16453				11/09/18	2,019.	13/09/18
Oct-18-19	7.	R-1302-2400-1302BN-00	1302	2400	1302BN	00	30.07		Spreadsheet	Standard	TEAM 18-19 BG 019Standard	BG Sept 18 consumption	MAPLEDURH AM PAVILION Site Bill Reference Number: 601296108 MPAN: 0380112720 0001040730 6 29-08-2018 To 28-09-2018 16636				29/10/18	2,019.	29/10/18
Nov-18-19	8.	R-1302-2400-1302BN-00	1302	2400	1302BN	00	28.48		Spreadsheet	Manual	TEAM 18-19 BG 024Manual	BG Oct consumption	MAPLEDURH AM PAVILION Site Bill Reference Number: 601296108 MPAN: 0380112720 0001040730 6 29-09-2018 To 28-10-2018 16808				27/11/18	2,019.	27/11/18

Jan-18-19	10.	R-1302-2400-1302BN-00	1302	2400	1302BN	00	48.65		Spreadsheet	Manual	TEAM 18-19 BG 030Manual	BG November consumption	MAPLEDURH AM PAVILION Site Bill Reference Number: 601296108 MPAN: 0380112720 0001040730 6 29-10-2018 To 28-11-2018 17145				08/01/19	2,019.	08/01/19
Jan-18-19	10.	R-1302-2400-1302BN-00	1302	2400	1302BN	00	60.33		Spreadsheet	Standard	TEAM 18-19 BG 031Standard	BG December consumption	MAPLEDURH AM PAVILION Site Bill Reference Number: 601296108 MPAN: 0380112720 0001040730 6 29-11-2018 To 28-12-2018 17581				10/01/19	2,019.	10/01/19
Feb-18-19	11.	R-1302-2400-1302BN-00	1302	2400	1302BN	00	61.92		Spreadsheet	Standard	TEAM 18-19 BG 034Standard	BG January consumption	MAPLEDURH AM PAVILION Site Bill Reference Number: 601296108 MPAN: 0380112720 0001040730 6 29-12-2018 To 28-01-2019 18028				22/02/19	2,019.	22/02/19
Mar-18-19	12.	R-1302-2400-1302BN-00	1302	2400	1302BN	00	35.74		Spreadsheet	Standard	TEAM 18-19 BG 038Standard	BG February 19 consumption	MAPLEDURH AM PAVILION Site Bill Reference Number: 601296108 MPAN: 0380112720 0001040730 6 29-01-2019 To 28-02-2019 18258				13/03/19	2,019.	13/03/19

Adj-18-19	13.	R-1302-2400-1302BN-00	1302	2400	1302BN	00	35.74		Spreadsheet	Sundry Creditor/Debtor	AC DENS AF 18-19 YEAR END 005Sundry Creditor/Debtor	Sundry Creditor - British Gas reloan to services to 31/3/19	British Gas accrual estimate 18-19 - MAPLEDURHAM PAVILION Site Bill Reference Number: 601296108 MPAN: 0380 - 28/02/19 -				31/03/19	2,019.	23/04/19
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388.82

Feb-18-19	11.	R-1302-2401-000000-00	1302	2401	000000	00	105.96		Spreadsheet	Standard	TEAM 18-19 CR 036Standard	Corona Gas December consumption	MAPLEDURHAM PAVILION Bill Number:137 00219MPR No - 3987304306 02-12-2018 To 01-01-2019 9888 E				22/02/19	2,019.	22/02/19
Jun-18-19	3.	R-1302-2401-1302BN-00	1302	2401	1302BN	00	79.27		Spreadsheet	Standard	TEAM 18-19 CR 002Standard	Corona April Consumption 2018	MAPLEDURHAM PAVILION Bill Number:130 25369MPR No - 3987304306 02-04-2018 To 01-05-2018 8919 E				04/06/18	2,019.	04/06/18
Aug-18-19	5.	R-1302-2401-1302BN-00	1302	2401	1302BN	00	66.68		Spreadsheet	Standard	TEAM 18-19 CR 006Standard	Corona May Consumption 2018	MAPLEDURHAM PAVILION Bill Number:131 10865MPR No - 3987304306 02-05-2018 To 01-06-2018 9021 E				02/08/18	2,019.	19/06/18

Aug-18-19	5.	R-1302-2401-1302BN-00	1302	2401	1302BN	00	56.15		Spreadsheet	Standard	TEAM 18-19 CR 010Standard	Corona June Consumption 2018	MAPLEDURH AM PAVILION Bill Number:131 92652MPR No - 3987304306 02-06-2018 To 01-07-2018 9081 E				07/08/18	2,019.	07/08/18
Sep-18-19	6.	R-1302-2401-1302BN-00	1302	2401	1302BN	00	55.17		Spreadsheet	Standard	TEAM 18-19 CR 015Standard	CR July Consumption	MAPLEDURH AM PAVILION Bill Number:132 82676MPR No - 3987304306 02-07-2018 To 01-08-2018 9129 E				13/09/18	2,019.	13/09/18
Sep-18-19	6.	R-1302-2401-1302BN-00	1302	2401	1302BN	00	54.56		Spreadsheet	Standard	TEAM 18-19 CR 016Standard	CR August Consumption	MAPLEDURH AM PAVILION Bill Number:133 67165MPR No - 3987304306 02-08-2018 To 01-09-2018 9174 E				13/09/18	2,019.	13/09/18
Oct-18-19	7.	R-1302-2401-1302BN-00	1302	2401	1302BN	00	56.70		Spreadsheet	Standard	TEAM 18-19 CR 018Standard	Corona consumption Sept 18-19	MAPLEDURH AM PAVILION Bill Number:134 40715MPR No - 3987304306 02-09-2018 To 01-10-2018 9236 E				23/10/18	2,019.	23/10/18
Nov-18-19	8.	R-1302-2401-1302BN-00	1302	2401	1302BN	00	74.26		Spreadsheet	Standard	TEAM 18-19 CR 023Standard	Corona Gas October consumption	MAPLEDURH AM PAVILION Bill Number:135 46496MPR No - 3987304306 02-10-2018 To 01-11-2018 9374 E				27/11/18	2,019.	27/11/18

Jan-18-19	10.	R-1302-2401-1302BN-00	1302	2401	1302BN	00	91.50		Spreadsheet	Standard	TEAM 18-19 CR 027Standard	Corona Gas November consumption	MAPLEDURHAM PAVILION Bill Number:136 23687MPR No - 3987304306 02-11-2018 To 01-12-2018 9600 E				04/01/19	2,019.	04/01/19
Feb-18-19	11.	R-1302-2401-1302BN-00	1302	2401	1302BN	00	109.36		Spreadsheet	Standard	TEAM 18-19 CR 035Standard	Gas consumption January 19	MAPLEDURHAM PAVILION Bill Number:137 82898MPR No - 3987304306 02-01-2019 To 01-02-2019 10192 E				22/02/19	2,019.	22/02/19
Adj-18-19	13.	R-1302-2401-1302BN-00	1302	2401	1302BN	00	204.61		Spreadsheet	Sundry Creditor/Debtor	AC DENS AF 18-19 YEAR END 006Sundry Creditor/Debtor	Sundry Creditor - Corona realloaction to services to 31/3/20	Corona accrual estimate 18-19 - MAPLEDURHAM PAVILION Bill Number:137 82898MPR No -398 - 01/02/19 - to 31/3/19				31/03/19	2,019.	23/04/19

954.22

May-18-19	2.	R-1302-2450-1302BN-00	1302	2450	1302BN	00		13.14	Spreadsheet	Sundry Creditor/Debtor	Reverses AC TST AF Year End 008Sundry Creditor/Debtor 09-05-18 12:44:14	Reverses journal AC TST AF Year End 008Sundry Creditor/Debtor of journal batch Spreadsheet A 3000000017 93531 375541 N from period Adi-17-18.	Castle Water accrual to 31/3/18 - 129UPPER WOODCOTE RDRG4 7LB				09/05/18	2,019.	09/05/18
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Aug-18-19	5.	R-1302-2450-1302BN-00	1302	2450	1302BN	00	16.96		Spreadsheet	Standard	AC TST AF 18-19 498Standard	Castle Water invoice April 2018	Castle Water April 18 - TW90943183 67 - 129 - UPPER WOODCOTE RD - RG4 7LB				02/08/18	2,019.	05/07/18
Aug-18-19	5.	R-1302-2450-1302BN-00	1302	2450	1302BN	00	39.24		Spreadsheet	Standard	AC TST AF 18-19 499Standard	Castle Water invoice May 18	Castle Water May 18 - TW90943183 67 - 129 - UPPER WOODCOTE RD - RG4 7LB				02/08/18	2,019.	05/07/18
Aug-18-19	5.	R-1302-2450-1302BN-00	1302	2450	1302BN	00	33.00		Spreadsheet	Standard	AC TST AF 509Standard	Castle Water June 18 reallocation	Castle Water June 18 - TW90943183 67 - 129,UPPER WOODCOTE RD,UPPER WOODCOTE CAVERSHAM, READING,RG 4 7LB -				03/08/18	2,019.	03/08/18
Aug-18-19	5.	R-1302-2450-1302BN-00	1302	2450	1302BN	00	24.75		Spreadsheet	Standard	TEAM 18-19 CW 012Standard	Castle Water July consumption	MAPLEDURHAM PAVILION 3010174470 08-06-2018 To 04-07-2018				10/08/18	2,019.	10/08/18
Sep-18-19	6.	R-1302-2450-1302BN-00	1302	2450	1302BN	00	25.67		Spreadsheet	Standard	TEAM 18-19 CW 017Standard	Castle Water August consumption	Castle Water August 18 - TW90943183 67129UPPER WOODCOTE RDRG4 7LB				28/09/18	2,019.	28/09/18
Oct-18-19	7.	R-1302-2450-1302BN-00	1302	2450	1302BN	00	24.75		Spreadsheet	Standard	AC DENS AF 18-19 053Standard	Castle Water July consumption reallocation	Castle Water July 18 - TW90943183 67 129 UPPER WOODCOTE RD UPPER WOODCOTE CAVERSHAM RG4 7LB				30/10/18	2,019.	30/10/18

Oct-18-19	7.	R-1302-2450-1302BN-00	1302	2450	1302BN	00	194.33		Spreadsheet	Standard	AC DENS AF 18-19 054Standard	Castle Water September consumption reallocation	Castle Water September 18 - TW90943183 67 129 UPPER WOODCOTE RD UPPER WOODCOTE CAVERSHAM RG4 7LB				31/10/18	2,019.	31/10/18
Oct-18-19	7.	R-1302-2450-1302BN-00	1302	2450	1302BN	00	194.33		Spreadsheet	Standard	TEAM 18-19 CW 022Standard	Castle Water Sept consumption	MAPLEDURH AM PAVILION 3010174470 02-08-2018 To 13-09-2018				30/10/18	2,019.	30/10/18
Nov-18-19	8.	R-1302-2450-1302BN-00	1302	2450	1302BN	00		24.75	Spreadsheet	Manual	AC DENS AF 18-19 063Manual	Castle Water reversal journals TEAM 18-19 CW 012 & TEAM 18-19 CW 022 - duplicate files received	Reversal duplicated TEAM file - TEAM 18-19 CW 012 - MAPLEDURH AM PAVILION 3010174470 08-06-2018 To 04-07-				15/11/18	2,019.	15/11/18
Nov-18-19	8.	R-1302-2450-1302BN-00	1302	2450	1302BN	00		194.33	Spreadsheet	Manual	AC DENS AF 18-19 063Manual	Castle Water reversal journals TEAM 18-19 CW 012 & TEAM 18-19 CW 022 - duplicate files received	Reversal duplicated TEAM file - TEAM 18-19 CW 022 - MAPLEDURH AM PAVILION 3010174470 02-08-2018 To 13-09-				15/11/18	2,019.	15/11/18
Nov-18-19	8.	R-1302-2450-1302BN-00	1302	2450	1302BN	00	41.45		Spreadsheet	Standard	AC DENS AF 18-19 062Standard	Castle Water October consumption ,credit note & Town Hall water code correction	Castle Water October 18 - TW90943183 67 - 129 - UPPER WOODCOTE RD - RG4 7LB - 13/09/2018 - 02/10/2018				14/11/18	2,019.	14/11/18

Nov-18-19	8.	R-1302-2450-1302BN-00	1302	2450	1302BN	00	35.77		Spreadsheet	Standard	AC DENS AF 18-19 066Standard	Castle Water November consumption and credit note CWCB00863	Castle Water November 18 - TW90943183 67 - 129 - UPPER WOODCOTE RD - UPPER WOODCOTE CAVERSHAM - RG4 7LB - 03/10/2018 - 31/10/2018				23/11/18	2,019.	27/11/18
Jan-18-19	10.	R-1302-2450-1302BN-00	1302	2450	1302BN	00	66.92		Spreadsheet	Standard	AC DENS AF 18-19 082Standard	Castle Water December 18 & suspense Dec 18	Castle Water December 18 - TW90943183 67 - 129 - UPPER WOODCOTE RD - UPPER WOODCOTE CAVERSHAM - RG4 7LB				04/01/19	2,019.	04/01/19
Feb-18-19	11.	R-1302-2450-1302BN-00	1302	2450	1302BN	00	65.01		Spreadsheet	Standard	AC DENS AF 18-19 097Standard	Castle Water January 19 invoice & credit note	Castle Water January 19 - TW90943183 67 - 129 - UPPER WOODCOTE RD - UPPER WOODCOTE CAVERSHAM - RG4 7LB				28/02/19	2,019.	28/02/19
Feb-18-19	11.	R-1302-2450-1302BN-00	1302	2450	1302BN	00	47.80		Spreadsheet	Standard	AC DENS AF 18-19 112Standard	Castle Water February invoice	Castle Water Feb 19 - TW90943183 67 - 129 - UPPER WOODCOTE RD - UPPER WOODCOTE CAVERSHAM - RG4 7LB				28/02/19	2,019.	28/02/19
Mar-18-19	12.	R-1302-2450-1302BN-00	1302	2450	1302BN	00	-26.33		Spreadsheet	Standard	AC DENS AF 18-19 121Standard	Castle Water Feb/March 19	Castle Water Feb/Mar 19 - TW90943183 67 - 129 - UPPER WOODCOTE RD - UPPER WOODCOTE CAVERSHAM - RG4 7LB - 29/01/2019 - 07/03/2019				26/03/19	2,019.	26/03/19

783.65 232.22
551.43

Mar-18-19	12.	R-1302-2501-000000-00	1302	2501	000000	00	438.77		Spreadsheet	Manual	AC SH MAR 18-19 002Manual	Clear GL suspense for business rate entries	Business Rates charges for - 129 UPPER WOODCOTE ROAD Civica Reference - 99999D0592				31/03/19	2,019.	01/04/19
Apr-18-19	1.	R-1302-5400-000000-00	1302	5400	000000	00	1,900.00		Payables	Purchase Invoices			Mapledurham Playing Fields: agronomic assessment & report (£1100 + VAT) + window sampling soakaway test (£800 + VAT) Mapledurham Playing Fields: agronomic assessment & report (£1100 + VAT) + window sampling soakaway	KESTREL CONTRACTORS LTD	4218	23/03/18	23/04/18	2,019.	23/04/18
Apr-18-19	1.	R-1302-5400-000000-00	1302	5400	000000	00		1,900.00	Spreadsheet	Sundry Creditor/Debtor	Reverses AC JB 1718 001Sundry Creditor/Debtor 04-04-18 14:42:54	Reverses journal AC JB 1718 001Sundry Creditor/Debtor of journal batch Spreadsheet A 300000001788829 364516 N from period Adj-17-18.	2017-18 PO accruals PO 594045 KESTREL CONTRACTORS LTD Mapledurham Playing Fields: agronomic assessment & report (£1100 + VAT) + window sampling soakaway test (£800 +				04/04/18	2,019.	04/04/18

Adj-18-19	13.	R-1302-6306-000000-00	1302	6306	000000	00	399.06		Spreadsheet	Std Manual Journal Input	Insurance Property Allocation 18/19Std Manual Journal Input	Property Recharges 18/19	PARKS - MAPLEDURHAM PAVILION - 129 WOODCOTE ROAD				31/03/19	2,019.	14/06/19

Income

Tennis Club Lease

Mar-18-19	12.	R-1302-8504-130208-00	1302	8504	130208	00	0.00	316.26	Debtors	Debtors	Debtors 26-Mar-2019Debtors	Journal Import 482464:	CRES 3167186 MAPLEDURHAM LAWN TENNIS CLUB 2062350 INV 25-Mar-2019				25/03/19	2,019.	26/03/19
Jun-18-19	3.	R-1302-8504-130208-00	1302	8504	130208	00	0.00	316.26	Debtors	Debtors	Debtors 27-Jun-2018Debtors	Journal Import 389028:	CRES 3167186 MAPLEDURHAM LAWN TENNIS CLUB 9803224 INV 26-Jun-2018				26/06/18	2,019.	27/06/18
Oct-18-19	7.	R-1302-8504-130208-00	1302	8504	130208	00	0.00	316.26	Debtors	Debtors	Debtors 06-Oct-2018Debtors	Journal Import 419793:	CRES 3167186 MAPLEDURHAM LAWN TENNIS CLUB 9901346 INV 05-Oct-2018				05/10/18	2,019.	08/10/18
Jan-18-19	10.	R-1302-8504-130208-00	1302	8504	130208	00	0.00	316.26	Debtors	Debtors	Debtors 05-Jan-2019Debtors	Journal Import 452514:	CRES 3167186 MAPLEDURHAM LAWN TENNIS CLUB 9986594 INV 04-Jan-2019				04/01/19	2,019.	07/01/19
								1,265.04											

Mapledurham Parish Contribution

May-18-19	2.	R-1302-8504-1302BN-00	1302	8504	1302BN	00	0.00	125.00	Cash Receipting	Cash Receipting	Cash Receipting 14-May-2018Cash Receipting	Journal Import 377206:	14/05/18 FUND 06 MOP 11 Payer URHAM PARISH COUNCIL Acc Ref 130285041302BN00 Trans LOCA08184679				14/05/18	2,019.	15/05/18
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Football Income

Mar-18-19	12	R-1306-8175-000000-00	1306	8175	000000	00	0	2,000.00	Debtors	Debtors	Debtors 27-Mar-2019Debtors	Journal Import 482989:	ENCA 3194845 CAVERSHAM TRENTS 2063812 INV 26-Mar-2019				43550	2,019.	43551
Sep-18-19	6	R-1306-8504-1306C2-00	1306	8504	1306C2	00	0	75.00	Debtors	Debtors	Debtors 22-Sep-2018Debtors	Journal Import 415354:	ENCA 3194845 CAVERSHAM TRENTS 9890651 INV 21-Sep-2018				43364	2,019.	43367
								2,075.00											

Cost of maintaining pitches

RPI = 1.01931 1.028

Expense	Season cost	2016/17	2017/18	2018/19	
Whitening	£ 350.00	£ -	£ -	£ -	
pitch marker	£ 100.00	£ -	£ -	£ -	
	£ 3,200.00	£ -	£ -	£ -	
		£ -	£ -	£ -	
Renovatio Top Dressing	£ 405.00	£ 75.96	£ 121.88	£ 57.00	actual cost based on number of pitches on site
Grass seeding	£ 504.00	£ 1,212.12	£ 1,246.61	£ 558.75	actual cost based on number of pitches on site
fertilizer	£ 111.00	£ 510.00	£ 924.51	£ -	weed/feed: actual cost based on number of pitches on site
labour cost	£ 300.00	£ 584.88	£ 601.52	£ 613.13	annual inflated cost
Herbicide	£ 144.00	£ -	£ -	£ -	see 'fertiliser' above
	£ 2,064.00	£ -	£ -	£ -	
		£ -	£ -	£ -	
Goal Posts	£ 786.00	£ 1,544.97	£ 1,574.80	£ 1,605.20	annual inflated cost
Total	£ 6,400.00	£ 3,928	£ 4,469	£ 2,834	

READING BOROUGH COUNCIL

REPORT BY ASSISTANT DIRECTOR OF LEGAL AND DEMOCRATIC SERVICES

TO:	MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE		
DATE:	10 FEBRUARY 2020		
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

- 1.6 A report was submitted by the Assistant Director of Legal and Democratic Services to the Mapledurham Playing Fields Trustees Sub Committee on 15th October 2019 setting out a draft Deed of Dedication for Mapledurham Playing Fields, which was attached to the report.
- 1.7 The report noted that at its previous meeting of 7 May 2019 the Sub-Committee had authorised officers to investigate the implications of the charity entering into a deed of dedication, and liaise with Fields in Trust (FIT) and the Charity Commission regarding entering into a deed of dedication in respect of the Mapledurham Recreation Ground Charity. The Council's external Legal advisers Veale Wasborough Vizards (VWV) had obtained and reviewed FIT's standard draft deed of dedication and made a number of changes to it to reflect the Council's role as trustee of the Charity. The resulting draft Deed was attached to the report of 7 May 2019.
- 1.8 The report summarised the key undertakings included in the draft Deed and explained that it essentially provided for the Council (as trustee of the Charity) to undertake that it would not take certain steps in relation to the Ground, including disposal of all or part of the Ground by way of sale or the grant of a long lease to a third party, or building new buildings on the Ground for anything other than the Charitable Purpose, without the consent of FIT.
- 1.9 The Sub-Committee were asked to consider whether pursuing the draft Deed would be in the best interests of the Charity, and if so to authorise officers to discuss the detail of the terms with FIT and also seek the views of the Charity Commission.
- 1.10 The decision of the Sub-Committee on 15th October 2019 is set out below:

Resolved -

- (1) That seeking to negotiate a draft of the Deed with FIT be agreed as being in the best interests of the Charity and its beneficiaries;**
 - (2) That the Assistant Director of Legal & Democratic Services be authorised to progress negotiations with FIT, with a view to presenting a final draft for consideration and (if thought fit) approval by the Sub-Committee;**
 - (3) That the Assistant Director of Legal & Democratic Services 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.**
- 1.11 The draft Deed of Dedication submitted to the Sub-Committee meeting of 15th October 2019 is attached to this report at Appendix 1.
- 1.12 The Council's External Legal advisers (VWV) have negotiated with FIT as authorised by the Sub Committee and have agreed a revised draft deed of dedication in principle with FIT. The agreed revised draft Deed of Dedication is attached to this report as Appendix 2.

2 RECOMMENDED ACTION

- 2.1 The Sub Committee note VWV have sought the views of the Charity Commission on the entry into the Deed and confirm in paragraph 5.3 of this report that the Council as trustee will be acting properly in deciding to enter into the deed.
- 2.2 The Sub-Committee note that a revised draft Deed of Dedication has been negotiated and approved by FIT.
- 2.3 The Sub-Committee note the advice in this report and authorise officers to enter into the Deed of Dedication as set out in Appendix 2 subject to any changes that may be required in order to reach agreement with FIT as the officers consider necessary and appropriate.

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 (VWV) have negotiated with FIT as authorised by the Sub Committee and have agreed a revised draft deed of dedication in principle with FIT. The agreed revised draft Deed of Dedication is annexed to this report as Appendix 2.
- 5.2 VWV have consulted with the Charity Commission on the amended draft Deed. The Charity Commission acknowledged that other Charities (including other Councils acting as trustee) have entered into similar arrangements. The Charity Commission confirmed that it would be appropriate for the Council (as trustee) to rely upon VWV's advice.
- 5.3 VWV advice is that, taking into account the wide consultation that was carried out amongst the public and the amendments to the draft deed that have been agreed with FIT, the sub-committee are able to decide to enter into the deed if they conclude (as they have already done) that this is in the best interests of the charity and its beneficiaries. VWV have confirmed that in its view the Council will be acting properly in deciding to enter into the deed.
- 5.4 The revised 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.
- 5.5 The intention is that these undertakings will last in perpetuity.
- 5.6 The key undertakings (which are all set out in clause 3 of the draft Deed as amended) are:
 - 5.6.1 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") For the avoidance of doubt, the Purpose shall include outdoor recreation and any use and buildings that are ancillary to the Purpose. The amended 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.

5.6.2 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.

5.6.3 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 of equivalent or larger size 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. The revised Deed of Dedication 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.

5.6.4 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.

5.6.5 Not to construct (or allow a third party to construct) buildings or structures on the ground where their area would exceed 4% of the total area of the Ground. Please note the reduction of the above percentage from 20% in the draft submitted to the Sub Committee on 15th October 2019 to 4% in the revised deed of dedication in Appendix 2.

5.7 Taken together, these provisions would mean that the Council could not in the future:

5.7.1 Dispose of all or part of the Ground by way of sale or the grant of a 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.

5.7.2 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 4% total area restriction.

5.7.3 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 revised Deed of Dedication 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 revised Deed of Dedication 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 subject to the duty of FIT's trustees to perform its charitable objects).
- 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 (being 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. VWV have sought the opinion of the Charity Commission on the revised Deed of Dedication to give the Charity Commission an opportunity to comment on the revised Draft Deed and raise any objection to the proposal.

7. OTHER PROVISIONS

- 7.1 The Sub-Committee should note that there are other provisions in the revised Deed of Dedication that are relevant:
- 7.1.1 The revised 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 revised Deed of Dedication 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.
- 7.2 To reflect the intentions of the deed, the Ground will be dedicated as a recreation ground and the site will be titled a Field in Trust Protected Site.

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 Mapledurham Playing Fields Trustees Sub-Committee - 15th October 2019
- 11.4 Oxford Archaeology report - August 2018
- 11.5 Mapledurham Playing Fields Trustees Sub-Committee 7th May 2019
- 11.6 Landscape master plan 2018



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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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 2020

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 outdoor recreation and any use and buildings that are 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 4 and 5, 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 4% (four 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 PROVIDED THAT the Landowner is not required to inform FIT of any proposal or decision to grant any licence relating to 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.

Replacement Property

- 4. Pursuant to clause 3.3, FIT shall not unreasonably withhold its consent to any sale or lease or other disposal of the Property PROVIDED THAT FIT's consent is not required in relation to any licence for the whole or any part of the Property AND PROVIDED FURTHER THAT where FIT's consent is required for a sale or lease of the Property the Landowner at the request of FIT:
 - 4.1 replaces or agrees to replace the Property by acquiring an equivalent or larger 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

- 4.2 enters into another deed on substantially the same terms as this Deed in respect of the Replacement Property.

Disposal of Property

5. 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.

- 5.1 For the avoidance of doubt the parties agree and acknowledge that the Landowner shall not be required to obtain FIT's consent in relation to any licence relating to the whole or any part of the Property.

FIT's undertakings

6. FIT undertakes that:
- 6.1 subject to the provisions of clauses 4 and 5 and subject to the duty of FIT's trustees to perform its charitable objects, FIT will not unreasonably withhold its consent where such consent is required by this Deed;
- 6.2 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;
- 6.3 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.

Dedication

7. The Council DEDICATES the Property as a recreation ground for the benefit of the inhabitants of the Parish of Mapledurham and the Borough of Reading and thereabouts and the site will be titled Field in Trust Protected site, [site name]

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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