

To: Councillor Edwards (Chair)
Councillors Ayub, Gittings, Rynn, Eden,
Leng and R Singh

Direct: ☎ 0118 9372303

30 March 2022

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

NOTICE OF MEETING - MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE 7 APRIL 2022

A meeting of the Mapledurham Playing Fields Trustees Sub-Committee will be held on Thursday, 7 April 2022 at 6.30 pm in the Council Chamber, Civic Offices. The Agenda for the meeting is set out below.

| | <u>WARDS AFFECTED</u> | <u>Page No</u> |
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| 1. DECLARATIONS OF INTEREST | | |
| 2. MINUTES | | 3 - 6 |
| 3. PETITIONS AND QUESTIONS | | |
| 4. MAPLEDURHAM PLAYING FIELDS ACCOUNTS AND UPDATE ON WORKS UNDERTAKEN / SERVICES OPERATING | MAPLEDUR HAM | 7 - 30 |
| <p>This report presents the Mapledurham Playing Fields revenue accounts for 2020/21, provides an update on the reopening of the Pavilion in September 2021 and the near completion of the Landscape Improvements to the playing fields, and seeks authority to complete four proposed pieces of work.</p> | | |
| 5. MAPLEDURHAM DEED OF DEDICATION | MAPLEDUR HAM | 31 - 58 |
| <p>This report updates the Sub-Committee on progress being made to complete the Deed of Dedication.</p> | | |

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

7. MINUTES

The Minutes of the meeting held on 15 October 2019 were agreed as a correct record and signed by the Chair.

8. REPRESENTATIONS

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

Martin Brommell (Warren & District Residents' Association)
Councillor Ballsdon (Chair of the Mapledurham Playing Fields Management Committee and Mapledurham Ward Councillor)

9. LANDSCAPE UPDATE

The Assistant Director of Culture submitted a report updating the Trustees on the programme of works to implement the approved Landscape Master plan for Mapledurham Playing Fields. A plan summarising the progress to date was attached to the report at Appendix 1.

The report explained that completed works included the new 600 m² children's play area, which had successfully opened for the October half term holidays and had been a popular improvement. Breedon gravel footpaths on the west and south sides of the fields had been completed as well as the perimeter wood post and rail fence along the Hewett Avenue boundary connecting the gravel footpaths. A temporary stone path had also been installed to connect the breedon pathway to the new children's play area.

The sports pitch regrading and drainage works had started as planned, with the aim to re-provide improved sports pitches by the start of the 2020 football season. However, exceptionally wet weather conditions had been experienced since late September 2019 through into January 2020, and periodic rain was preventing the ground becoming able to bear the weight of machinery for laying drains. This delay to drain laying would mean grass seed being sown in late spring and therefore an increased risk of pitches not being ready for September 2020. Commencement of use of this area for formal sports would be determined by the external sports consultant and officers would meet with Caversham Trent FC to produce contingency plans, and alternate sports pitches at Christchurch Meadows would be kept available until the area was ready to use.

The report noted that woodchip had been laid on areas of the informal paths around the heras fencing surrounding the Agripower works that had become very muddy, with the area to the west of the fenced area and through the wood still to be completed. Mud around the play area had necessitated a temporary stone chip path. A request had been made to the highways team to improve pedestrian access with a tarmac surface from the

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FEBRUARY 2020**

highway across the grass verge to two of the Hewett Avenue breedon gravel path entrances. Planting of the new avenue of trees had been planned for December 2019 but the location of the avenue overlapped the work area of Agripower, so to prevent risk of damage to the trees planting had been delayed until the following winter. It was planned to install the new central breedon gravel footpath and trim trail in early summer once the Agripower works were complete. The report also gave an update on drainage ditches and the car park.

Resolved -

That the works to implement the landscape plan be noted.

10. PAVILION IMPROVEMENT WORKS

Further to Minute 4 of the meeting held on 15 October 2019, the Assistant Director of Culture submitted a report updating the Trustees on the pavilion improvement works and seeking approval to appoint a contractor and allocate additional funding for the scheme.

The report noted that at its previous meeting the Sub-Committee had approved designs for the pavilion improvements and authorised officers to procure a contractor to carry out the first phase of works. Planning consent had subsequently been granted on 12 December 2019 and a procurement process had been carried out. Following an assessment on price and quality and an interview with the lowest tenderer it was recommended that AYM (Services) Ltd be appointed to carry out the works.

The report explained that the proposed contract sum was £82k over the approved budget for these works and set out the reasons for this increase. The report proposed that an additional £82k be allocated to the pavilion works from the remaining £235k of unallocated improvement funds. If agreed, work was anticipated to start on site on 2 March 2020 and complete in early August 2020.

The report also set out the revenue accounts for 2018/19 for the day to day management of the Mapledurham Playing Fields. Following auditing by the Council's accountancy team, these would be submitted to the Charity Commission.

Resolved -

- (1) That the Assistant Director of Legal & Democratic Services and the Assistant Director for Culture be 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) That £82k of unallocated improvement funds be allocated for the pavilion improvement works;**
- (3) That the Council's accountancy team submit the accounts to the Charity Commission after auditing.**

11. MAPLEDURHAM PLAYING FIELDS - DEED OF DEDICATION

**MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE MEETING MINUTES - 10
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Further to Minute 6 of the meeting held on 15 October 2019, the Assistant Director of Legal and Democratic Services submitted a report on the development of a Deed of Dedication (Deed) for Mapledurham Playing Fields. The draft Deed submitted to the Sub-Committee on 15 October 2019 was attached to the report at Appendix 1 and a revised draft Deed was attached to the report at Appendix 2.

The report explained that the Council's External Legal advisers (VWV) had negotiated with Fields in Trust (FiT), as authorised by the Sub Committee, and had agreed in principle a revised draft Deed of Dedication. VWV had consulted with the Charity Commission on the amended draft Deed and the Charity Commission had acknowledged that other Charities (including other Councils acting as trustee) had entered into similar arrangements.

VWV's advice was that, taking into account the wide consultation that had been carried out amongst the public and the amendments to the draft Deed that had been agreed with FiT, the Sub-Committee were able to decide to enter into the Deed if they concluded that this was in the best interests of the charity and its beneficiaries. VWV had confirmed that in its view the Council would be acting properly in deciding to enter into the Deed.

The report noted that the revised draft Deed essentially provided for the Council (as trustee of the Charity) to undertake that it would not take certain steps in relation to the Ground, or that it would only do so with FiT's consent. The key undertakings were set out in clause 3 of the draft Deed as amended, and included the following:

- 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");
- Not to allow third parties to use the Ground for anything other than the Purpose without FiT's consent;
- Not to sell, lease or otherwise dispose of all or part of the Ground without the prior written consent of FiT;
- 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;
- 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 (the revised deed had reduced the proposed figure from 20% to 4%).

The intention was that these undertakings would last in perpetuity, and taken together the provisions would mean that the Council could not in the future: 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); build new buildings on the Ground for anything other than the Purpose or for the Purpose but outside the 4% total

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area restriction; use or allow the Ground to be used for anything other than the Purpose without FiT's consent.

The Sub-Committee were asked to consider, in relation to the revised Deed of Dedication, whether it was 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. Effectively, the revised Deed of Dedication would enable FiT to make a judgement about this in addition to the Council. This requirement for consent was how FiT operated in order to prevent recreational land from being used for purposes other than recreation, but the Sub-Committee were asked to consider whether the benefits of the draft Deed outweighed the disadvantages, the main disadvantage being that the Council would lose a degree of discretion and flexibility in relation to the future.

It was reported at the meeting that, although at the time of writing the report officers had understood that FiT had approved the revised draft Deed, further discussions with FiT had since been held and were still ongoing. FiT had requested that an obligation be placed on the conveyance to note the Deed, that in Clause 4 on Replacement Property the obligation should be extended to any licence the Trustee may grant (this was the only matter which was still outstanding in the discussions) and had proposed that in Clause 7 the site name should be "Green Space for Good - Mapledurham Recreation Ground".

Resolved -

- (1) That it be noted that VWV had sought the views of the Charity Commission on the entry into the Deed and confirmed that the Council as trustee would be acting properly in deciding to enter into the Deed;**
- (2) That it be noted that a revised draft Deed of Dedication had been negotiated with, but not yet approved by, FiT;**
- (3) That the advice in the report and given at the meeting be noted and officers be authorised to enter into the Deed of Dedication as set out in Appendix 2, with the inclusion of the site name "Green Space for Good - Mapledurham Recreation Ground" in Clause 7, subject to any further changes that might be required in order to reach agreement with FiT and were considered necessary and appropriate.**

(The meeting closed at 7.10 pm)

READING BOROUGH COUNCIL

REPORT BY EXECUTIVE DIRECTOR OF ECONOMIC GROWTH AND NEIGHBOURHOOD SERVICES

| | | | |
|-------------------------|--|-------------------|---|
| TO: | MAPLEDURHAM PLAYING FIELDS TRUSTEES SUB-COMMITTEE | | |
| DATE: | 7 APRIL 2022 | | |
| TITLE: | MAPLEDURHAM PLAYING FIELDS ACCOUNTS AND UPDATE ON WORKS UNDERTAKEN / SERVICES OPERATING | | |
| LEAD COUNCILLOR: | CLLR DEBORAH EDWARDS | PORTFOLIO: | MAPLEDURHAM PLAYING FIELDS CMANAGEMENT COMMITTEE CHAIR |
| SERVICE: | MAPLEDURHAM PLAYING FIELDS | 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 present the revenue accounts for 2020/21 to the Trustees Sub-Committee.
- 1.2 To update the Sub-Committee that the Pavilion is now in use having re-opened in September 2021.
- 1.3 To update the Sub-Committee on the near completion of the Landscape Improvements to the playing fields.
- 1.4 To seek authority to complete four proposed pieces of work.

2. RECOMMENDED ACTION

- 2.1 That it be noted that the Pavilion is now open following completion of the rebuilding works to the pavilion along with support from Warren and District Residents Association (WaDRA) and users in equipping the kitchen.
- 2.2 That the Sub-Committee note that the landscape works are now largely complete. Some final work to pitches is required over the next 5 years and to the entrance at Chazey Road this summer.
- 2.3 That the improvements previously authorised and budgeted for at the Chazey Road entrance be undertaken this summer as identified at point 4.3.1.
- 2.4 That the offer from Caversham Heights Primary school to allow the pavilion to piggy-back on their broadband connection be accepted. To install equipment to extend the school's public Wi-Fi network as identified at point 4.3.2.

- | | |
|-----|--|
| 2.5 | That two CCTV cameras linked into the central monitoring station be installed covering the car park entrance and rear of pavilion as described in point 4.3.3. |
| 2.6 | That additional acoustic panels be installed in the pavilion should they be required as identified at 4.3.4. |
| 2.7 | That the submission of accounts to the Charity commission be noted. |

3. POLICY CONTEXT

- 3.1 Reading Borough Council holds The Trust Land in its capacity as Charity Trustee. The objective of the Charity is: "the provision and maintenance of a recreation ground for the benefit of the inhabitants of the Parish of Mapledurham and the Borough of Reading without distinction of political, religious or other opinions."
- 3.2 The Sub Committee has delegated authority, with the support of the Officers, to discharge Reading Borough Council's functions as Charity Trustee of the Charity. The Sub Committee has a duty to make all decisions in what it considers to be the best interests of the Charity and in order to advance the object referred to above and any such decision must be in line with all relevant charity law and other legal restrictions.
- 3.3 The duties and powers of the Management Committee are:
- a) The Committee will exercise a general supervision over the activities at the playing fields and ensure that the objects of the charity are achieved.
 - 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 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.

4. THE PROPOSAL

Current Position

- 4.1.1 Landscape improvements works - sports pitch works.
The last major phase of sports turf works was completed in 2021 installing sand filled grooves cross-connecting with the main drainage pipes previously installed. An additional, up to 5cm of sand, is to be added to the improved pitches over 5 years to complete the installation of the sports turf drainage system and improvements. This work must be undertaken over the 5 years (as an annual programme) to allow the sand to be worked into an established root zone. While involving large amounts of material it does not necessitate closure of the playing fields.
- 4.1.2 In late August 2021, the external sports turf consultant inspected the finished works, assessed the pitches against the FA's Performance Quality Standards (PQS) for turf pitches and confirmed that they have passed these quality standards (turf quality, soil structure and evenness of ground)
- 4.1.3 Other landscape works.

The landscape improvement plan is now largely complete, the only small remaining items is to tidy up the pedestrian entrance at Chazey Road into the playing fields, and addition of sand to the improved sports pitches.

The following other works have been completed:

- The Breedon path around the western section of the playing fields
- The path network includes the lit central avenue and 40 liquid amber trees
- 28 other trees have been planted within the playing fields, including an extra tree planted in front of the school MUGA, four trees along the entrance path between the school and pavilion and three trees planted at the front of the pavilion.
- Benches along the Avenue and on the east side of the playing fields
- Trim trails

A plan showing the extent of the landscape works is shown in appendix 3

4.1.4 The compound around the shed used by Caversham Trents F C has been fenced using 2m high green weld mesh fencing. This was to the satisfaction of Caversham Trents and preferred by the immediate neighbour to the originally proposed 2.4m fencing being higher than their rear fence.

4.1.5 Details of management arrangements for the use of the football pitches, equating to about 4.5 hectares (11 acres) are still to be completed with Caversham Trents. The Trents will manage bookings for matches (as per previous arrangements) ensuring that pitch use does not exceed standards set out by the football associations pitch quality and carrying capacity recommendations. Outside these matches the sports areas are available for general recreation including events and sports training.

4.1.6 Similarly, agreements relating to the use of the compound, shed, and changing rooms are still to be concluded.

4.1.7 Works to the Community overflow carpark have been largely completed by Kier as part of their wider works. A date to replace a fence by Kier that was below the specification agreed is awaited. This work has been undertaken by Kier as an in-kind payment for space being provided for their Cabins. The £35k of enhancement funds originally allocated to this work can now be re-used elsewhere.

4.2 Pavilion Update

4.2.1 The pavilion works were completed on budget in November 2020. Due to the Covid-19 pandemic the pavilion did not reopen for use until September 2021. The first activity followed a few days after the Covid secure procedures and risk assessments were signed off corporately. The first event was the Caversham Trents F.C. awards, which ran successfully on Sunday 5th September 2021. Caversham Trents are the principal user of the sports pitches and continue to manage sports bookings for matches from third parties.

4.2.3 The Kitchen was completed ahead of opening with thanks to WaDRA who fund raised and purchased a new cooker and fridge freezer. These were installed alongside several units and work tops.

4.2.4 At this event Caversham Trents FC unveiled a plaque within the main hall commemorating the naming of the club after Trent Whitehouse and the importance of teaching people the dangers of knife crime.

4.2.5 Terms and conditions of hire for the pavilion and hires fees were agreed by the management committee in 2020 and are in use. These are attached in appendix 2. Fees are being reviewed by the management committee on 29th March 2022, an update will be provided to the Trustee Sub-Committee.

4.2.6 The following organisations are hiring the Pavilion on a regular basis or have events planned.

| | | |
|-------------------------------|----------------------------|---------------------------------------|
| 08/04/21 | Mapledurham Playing Fields | Heights Primary Easter Egg Hunt |
| 10/05/22 | Mapledurham Playing Fields | WADRA Dementia Day |
| 24/06/22 | Mapledurham Playing Fields | WADRA Summer Fete Set Up |
| 25/06/22 | Mapledurham Playing Fields | WADRA Summer Fete |
| 26/06/22 | Mapledurham Playing Fields | WADRA Summer Fete de rig |
| 02/07/22 | Mapledurham Playing Fields | The Heights Summer fete |
| 03/09/22/ 04/09/22 | Mapledurham Playing Fields | Caversham Trents Presentation day TBC |

| CLUB | DAY | Bloc k | Area | START | FINISH |
|--------------------------------|-----------|-----------|---------------------|--------|---------|
| Escape Toddler Group | Monday | Yes | Main hall | 9:30am | 11:30am |
| Escape Toddler Group | Tuesday | Yes | Main hall | 9:30am | 11:30am |
| Escape Toddler Group | Thursday | Yes | Main hall | 9:30am | 11:30am |
| WADRA | Thursday | Yes | Main hall & Kitchen | 12pm | 5pm |
| 69th Scouts Group | Monday | Yes | Main hall & Kitchen | 5:30pm | 9pm |
| Caversham Older Adults Fitclub | Tuesday | Yes | Main hall | 2pm | 3pm |
| Caversham Older Adults Fitclub | Friday | Yes | Main hall | 11am | 1pm |
| Bakery | Saturday | Yes | Main hall & Kitchen | 1pm | 5pm |
| Bakery | Wednesday | Yes | Main hall & Kitchen | 9am | 1pm |
| Caversham Trents FC | Saturday | Yes | Main hall & Kitchen | 8:30am | 12:30pm |
| Bridge Club | Thursday | Yes | Main hall | 7pm | 11pm |

4.2.7 The Management Committee at its meeting 13th October 2021 concluded it would be appropriate for the Pavilion to retain its existing name and a plaque commemorating Robin Bentham mounted in the Pavilion.

4.2.8 Storage provided at the Pavilion is currently proving insufficient. The management Committee at its meeting on 29th March 2022 meeting considered options. An update on this meeting will be provided to the Trustee Sub-Committee.

4.2.9 Wi-Fi

There have been some enquiries about the lack of availability of Wi-Fi within the pavilion. The lack of connectivity to internet also prevented the installation of a proximity access card system to control door locks and controlling access. An option for provision of Wi-Fi has been identified. Thanks to the Heights School offer there is an opportunity to cost-effectively extend the School's Wi-Fi into the Pavilion. The cost is anticipated to be £1,500.

4.2.10 CCTV

Following the request of the management committee, it is proposed to install a CCTV camera in the community car park to one of the new lamp columns to monitor cars

entering the car ark. Advice has been sought from officers who manage the Council's CCTV network to ensure that the camera can provide digital images at the level of detail to be able to read car number plates. It would be linked to the central CCTV monitoring station which is accessed by Thames Valley Police. There is also a request to investigate providing a camera that can monitor the rear of the pavilion, possibly located on one of the basketball lamp columns. This is substantially more expensive than standalone cameras but there are significant advantages in this additional functionality. The cost is estimated at £12K per camera.

4.2.11 Acoustic Performance

The hall when in use suffers from excessive reverberation negatively impacting on the usability of the hall for some activities and negatively impacting on the quality of experience for many users.

The school has donated approximately 10m² of acoustic boards. The intention is to mount these at one end of the hall and reassess the acoustic performance of the hall, and whether more panels are required.

4.3 Proposal

4.3.1 Chazey Road Entrance

The entrance to Chazey Road is the last element of the planned landscape work to be undertaken. The way in is through a space between failing and rusted chain link fencing, and poor-quality concrete posts. A path then runs through a woodland before emerging into playing fields. It is proposed to replace sections of the fencing and improve the ground immediately at the entrance. The budget allocated for this work is £5,000.



4.3.2 The offer from the school to allow their public Wi-Fi to be extended into the pavilion provides a cost-effective option for a service that is seen as a fairly standard minimum level of provision into the building. It is proposed to work with the Heights Primary School to extend their Wi-Fi.

4.3.3 CCTV

In response to periodic antisocial behaviour and disturbance to neighbours it is proposed to install 2 x CCTV cameras covering the entrance to the car park and rear of the pavilion. These will link to a central monitoring station to allow police and other services access to the images. The quality will allow identification of vehicles. While this is unlikely to illicit immediate intervention, it will support identification of problem vehicles and people who may be present during instances of ASB and subsequent action. Most importantly this will act as a deterrent.

4.3.4 Acoustic Performance

The donation of the acoustic panels from the School is appreciated and helpful. If as suspected panels are required at both ends of the pavilions an order for additional panels to be supplied and fitted is proposed to be made.

ACCOUNTS

4.4.1 The draft accounts for 2020/21 are laid out at in section 9.6 of this report. This includes detailed transaction reports.

4.4.2 The cost of electricity does not include a recharge that is to be made from Kier as access to the pavilion electrical supply was provided to allow the generators to be switched off as this was creating disturbance to neighbours. A credit will appear in this year's accounts.

4.4.3 The Management Committee in October noted the building maintenance expenditure and questioned why there was over £2,000 pounds worth of expenditure when the building was closed during 2020/21. £532 pounds was spent replacing the original fire extinguishers and undertaking legionella monitoring and prevention while awaiting the decision to open post Covid restrictions,

4.4.4 The cost and funds remaining from the Department for Education's lease payment and Section 106 works are detailed in section 9 of this report.

5. CONTRIBUTION TO STRATEGIC AIMS

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

5.2 Equal Opportunities:

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

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

5.3 Sustainability Implications:

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

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

5.3.3 This report identifies the cost of services provided and is not recommending changes to service. There are therefore no climate implications identified within this report.

5.3.4 No climate implications have been identified in relation to this report.

6. COMMUNITY ENGAGEMENT AND INFORMATION

6.1 The works undertaken were organised following extensive consultation including with the Management Committee.

7. EQUALITY IMPACT ASSESSMENT

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

7.2 Approval of the decisions to carry out any of the improvement work will not have a differential impact on any of the above.

8. LEGAL IMPLICATIONS

8.1 Trustees to formally agree on suggested improvements.

9. FINANCIAL IMPLICATIONS

9.1 Expenditure on the landscape improvement works and pavilion works are within the approved budgets detailed below.

9.2 At the February 2020 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 |

This has increased by £7,754 due to interest accrual on the unspent capital receipt to give a **total enhancement funding of £1,453,793**

9.3 From the £1,453,793 enhancement funds the following approved enhancement costs have been committed:

| Cost | Description |
|------------|--|
| £ 235,013 | Enhancement funding proportion towards landscape improvements Works (children's play area, specimen trees, footpath lighting, boundary fence, trim trail and fees) |
| £ 907,000 | Pavilion improvement works |
| £ 3,450 | Extra furniture of 3 seats |
| £1,145,463 | Total |

9.4 If the Management Committee recommend and the Trustees agree to the request to spend itemised in the other report on the following:

| Cost | Description |
|---------|--|
| £ 5,000 | Improvements to pedestrian entrance from north Chazey Road |

| | |
|---------|---|
| £24,000 | New cctv camera in community carpark and camera pavilion patio area |
| £ 2,000 | Acoustic panels in the pavilion main hall |
| £ 1,500 | Extension of Wi-Fi |
| £32,500 | Total |

The revised committed enhancement spending would be £1,177,963

9.5 The following are items already approved are yet to be procured:

| Budget | Description |
|----------|------------------------------|
| £100,000 | Maintenance on capital works |
| £100,000 | Total |

9.6 On current forecasts, the updated enhancement budget of £1,453,793 with expenditure of £1,145,463, proposed of £32,500 and £100,000 of future commitments detailed above this gives a total spend of £1,277,963.

This currently leaves £175,830 of unallocated enhancement funds for future grant or match funding for future capital schemes.

9.7 The costs of day-to-day repairs and assessment of options is being funded through the Council's revenue budget. Laid out below are the draft accounts for 2020/21.

**Mapledurham
Playing Fields
Income and
Expenditure
Account**

**Year Ended 31st
March 2021** **2020/
2021** **2019/20**

Notes

| Expenditure | | | |
|----------------------|---------------------------------|-----------------|---------------|
| Grounds Maintenance | Scheduled | 19710.84 | 22,483 |
| | Playground works | 55.58 | 186 |
| Building Maintenance | Programmed Repairs | 532.14 | 3,179 |
| | Reactive Repairs | 1555.00 | 3,915 |
| | Insurance | 326.45 | 305 |
| Utilities | Water | 2.35 | 581 |
| | Electricity | 4068.47 | 1,336 |
| | Gas | 669.26 | 905 |
| Cleaning | Building Cleaning | 0.00 | 1,039 |
| | Inspection & Survey | 0.00 | 0 |
| | Football renovations & supplies | 948 | 935 |
| | Commercial Waste Collection | 0.00 | 815 |
| | Removal of equipment | 0.00 | 100 |
| | Rat survey | 70.00 | 0 |
| Rates | NNDR | 448.56 | 449 |
| | Total | 28386.65 | 36,229 |

A credit for electricity supplied to Kier will appear in 21/22 accounts

Pitch 1, 2 and 7 aside

| Income | | | |
|--------|---------------------------------|----------------|--------------|
| | Football Renovations & Supplies | 0 | 0 |
| | Parish Income | 125 | 125 |
| | Building Hire | 36.00 | 180 |
| | Tennis Lease | 1,933.75 | 1,019 |
| | Total | 2094.75 | 1,324 |

Net Subsidy from
Reading B. C.

| | |
|--|---------------------------|
| | 26,292 34,905 |
|--|---------------------------|

Detailed information identifying areas of income and expenditure are identified in Appendix 1 - Mapledurham Transaction Summary 2020/21

10. BACKGROUND PAPERS

10.1 Reading Borough Council revenue accounts

APPENDIX 1

Transaction detail Mapledurham Accounts 2020/21

Expenditure

| Accounting Period | Accounting Period Number | Full Account Code | Cost Centre | Subjective | Debit (£) | Credit (£) | Journal Source | Journal Category | Journal Name | Journal Description | Line Description | Accounting Date | Accounting Year | GL Transfer Date |
|-------------------|--------------------------|-----------------------|-------------|------------|-----------|------------|----------------|------------------------|---|--|--|-----------------|-----------------|------------------|
| Apr-20-21 | 1. | R-1306-2000-1306TA-00 | 1306 | 2000 | 70.00 | | Payables | Purchase Invoices | | | Rat survey of Mapledurham Playing Fields | 16/04/2020 | 17/04/2020 | 2,021. |
| | | | | | 70.00 | | | | | | | | | |
| Apr-20-21 | 1. | R-1302-2400-1302BN-00 | 1302 | 2400 | | 134.79 | Spreadsheets | Sundry Creditor/Debtor | Reverses AC DENS AF 19-20 Year End 001 Sundry Creditor/Debtor 09-04-20 10:53:16 | Reverses journal AC DENS AF 19-20 Year End 001 Sundry Creditor/Debtor of journal batch AC DENS AF 19-20 Year End 001 Spreadsheet A 300000001793531 741803 N from period Adj-19-20. | Sundry creditor accrual to 31/03/20 - MAPLEDURHAM PAVILION - MPAN - 038011272000010407306 | 09/04/2020 | 09/04/2020 | 2,021. |
| Jul-20-21 | 4. | R-1302-2400-1302BN-00 | 1302 | 2400 | 908.64 | | Spreadsheets | Standard | AC DEGNS AF 20-21 014 Standard | British Gas March 20 electricity recharges | MAPLEDURHAM PAVILION Site Bill Reference Number: 601296108 MPAN: 038011272000010407306 01-02-2020 To 28-02-2020 15547 | 21/07/2020 | 21/07/2020 | 2,021. |
| Jul-20-21 | 4. | R-1302-2400-1302BN-00 | 1302 | 2400 | -126.09 | | Spreadsheets | Standard | AC DEGNS AF 20-21 014 Standard | British Gas March 20 electricity recharges | MAPLEDURHAM PAVILION Site Bill Reference Number: 601296108 MPAN: 038011272000010407306 30-01-2020 To 29-02-2020 9340 E | 21/07/2020 | 21/07/2020 | 2,021. |

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|-----------|----|-----------------------|------|------|--------|--|-------------|----------|--------------------------------|--|--|------------|------------|--------|
| Jul-20-21 | 4. | R-1302-2400-1302BN-00 | 1302 | 2400 | 290.96 | | Spreadsheet | Standard | AC DEGNS AF 20-21 017 Standard | British Gas March 20 electricity recharges | MAPLEDURHAM PAVILION Site Bill Reference Number: 601296108 MPAN: 038011272000010407306 03-10-2019 To 28-11-2019 1895 350 | 21/07/2020 | 21/07/2020 | 2,021. |
| Jul-20-21 | 4. | R-1302-2400-1302BN-00 | 1302 | 2400 | 39.65 | | Spreadsheet | Standard | AC DEGNS AF 20-21 017 Standard | British Gas March 20 electricity recharges | MAPLEDURHAM PAVILION Site Bill Reference Number: 601296108 MPAN: 038011272000010407306 29-05-2019 To 28-06-2019 19060 | 21/07/2020 | 21/07/2020 | 2,021. |
| Jul-20-21 | 4. | R-1302-2400-1302BN-00 | 1302 | 2400 | 229.92 | | Spreadsheet | Standard | AC DEGNS AF 20-21 017 Standard | British Gas March 20 electricity recharges | MAPLEDURHAM PAVILION Site Bill Reference Number: 601296108 MPAN: 038011272000010407306 29-11-2019 To 31-12-2019 3416 E | 21/07/2020 | 21/07/2020 | 2,021. |
| Nov-20-21 | 8. | R-1302-2400-1302BN-00 | 1302 | 2400 | 236.17 | | Spreadsheet | Manual | TEAM 20-21 TGP 006 Manual | Total Gas & Power Electricity May-September Consumption 2020 | MAPLEDURHAM PAVILION Site Bill Reference Number: 3006282378 MPAN: 038011272000010407306 01-04-2020 To 30-04-2020 17768 E | 10/11/2020 | 10/11/2020 | 2,021. |
| Nov-20-21 | 8. | R-1302-2400-1302BN-00 | 1302 | 2400 | 178.43 | | Spreadsheet | Manual | TEAM 20-21 TGP 006 Manual | Total Gas & Power Electricity May-September Consumption 2020 | MAPLEDURHAM PAVILION Site Bill Reference Number: 3006282378 MPAN: 038011272000010407306 01-05-2020 To 31-05-2020 18971 E | 10/11/2020 | 10/11/2020 | 2,021. |
| Nov-20-21 | 8. | R-1302-2400-1302BN-00 | 1302 | 2400 | 243.46 | | Spreadsheet | Manual | TEAM 20-21 TGP 006 Manual | Total Gas & Power Electricity May-September Consumption 2020 | MAPLEDURHAM PAVILION Site Bill Reference Number: 3006282378 MPAN: 038011272000010407306 01-06-2020 To 30-06-2020 20642 E | 10/11/2020 | 10/11/2020 | 2,021. |
| Nov-20-21 | 8. | R-1302-2400-1302BN-00 | 1302 | 2400 | 249.72 | | Spreadsheet | Manual | TEAM 20-21 TGP 006 Manual | Total Gas & Power Electricity May-September Consumption 2020 | MAPLEDURHAM PAVILION Site Bill Reference Number: 3006282378 MPAN: 038011272000010407306 01-07-2020 To 31-07-2020 22356 E | 10/11/2020 | 10/11/2020 | 2,021. |
| Nov-20-21 | 8. | R-1302-2400-1302BN-00 | 1302 | 2400 | 246.40 | | Spreadsheet | Manual | TEAM 20-21 TGP 006 Manual | Total Gas & Power Electricity May-September Consumption 2020 | MAPLEDURHAM PAVILION Site Bill Reference Number: 3006282378 MPAN: 038011272000010407306 | 10/11/2020 | 10/11/2020 | 2,021. |

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| | | | | | | | | | | | 01-08-2020 To 31-08-2020 24045 E | | | |
| Nov-20-21 | 8. | R-1302-2400-1302BN-00 | 1302 | 2400 | 245.18 | | Spreadsheet | Manual | TEAM 20-21 TGP 006 Manual | Total Gas & Power Electricity May-September Consumption 2020 | MAPLEDURHAM PAVILION Site Bill Reference Number: 3006282378 MPAN: 038011272000010407306 01-09-2020 To 30-09-2020 25729 E | 10/11/2020 | 10/11/2020 | 2,021. |
| Dec-20-21 | 9. | R-1302-2400-1302BN-00 | 1302 | 2400 | 275.72 | | Spreadsheet | Manual | TEAM 20-21 TGP 008 Manual | Total Gas & Power Electricity October Consumption 2020 | MAPLEDURHAM PAVILION Site Bill Reference Number: 3006282378 MPAN: 038011272000010407306 01-10-2020 To 31-10-2020 27628 E | 02/12/2020 | 02/12/2020 | 2,021. |
| Feb-20-21 | 11. | R-1302-2400-1302BN-00 | 1302 | 2400 | 303.37 | | Spreadsheet | Manual | TEAM 20-21 TGP 017 Manual | Total Gas & Power Electricity November & December Consumption 2020 | MAPLEDURHAM PAVILION Site Bill Reference Number: 3006282378 MPAN: 038011272000010407306 01-11-2020 To 30-11-2020 29728 E | 09/02/2021 | 09/02/2021 | 2,021. |
| Feb-20-21 | 11. | R-1302-2400-1302BN-00 | 1302 | 2400 | 325.79 | | Spreadsheet | Manual | TEAM 20-21 TGP 017 Manual | Total Gas & Power Electricity November & December Consumption 2020 | MAPLEDURHAM PAVILION Site Bill Reference Number: 3006282378 MPAN: 038011272000010407306 01-12-2020 To 31-12-2020 31986 E | 09/02/2021 | 09/02/2021 | 2,021. |
| Mar-20-21 | 12. | R-1302-2400-1302BN-00 | 1302 | 2400 | 277.00 | | Spreadsheet | Manual | TEAM 20-21 TGP 021 Manual | Total Gas & Power Electricity February Consumption 2021 | MAPLEDURHAM PAVILION Site Bill Reference Number: 3006282378 MPAN: 038011272000010407306 01-02-2021 To 28-02-2021 36069 E | 22/03/2021 | 22/03/2021 | 2,021. |
| Adj-20-21 | 13. | R-1302-2400-1302BN-00 | 1302 | 2400 | 278.94 | | Spreadsheet | Standard | 20-21FBP0070 Standard | Recharge of Total Gas & Power Electricity March Consumption 2021 | MAPLEDURHAM PAVILION Site Bill Reference Number: 3006282378 MPAN: 038011272000010407306 01-03-2021 To 31-03-2021 | 31/03/2021 | 16/04/2021 | 2,021. |

4,203.26 134.79

4,068.47

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|-----------|----|-----------------------|------|------|-------|--------|-------------|------------------------|---|--|---|------------|------------|--------|
| Apr-20-21 | 1. | R-1302-2401-1302BN-00 | 1302 | 2401 | | 106.50 | Spreadsheet | Sundry Creditor/Debtor | Reverses AC DENS AF 19-20 YEAR END 002 Sundry Creditor/Debtor 09-04-20 10:53:18 | Reverses journal AC DENS AF 19-20 YEAR END 002 Sundry Creditor/Debtor of journal batch AC DENS AF 19-20 YEAR END 002 Spreadsheet A 300000001793531 742018 N from period Adj-19-20. | Sundry creditor accrual to 31/3/20 - MAPLEDURHAM PAVILION MPR No - 39873043 | 09/04/2020 | 09/04/2020 | 2,021. |
| Jul-20-21 | 4. | R-1302-2401-1302BN-00 | 1302 | 2401 | 98.23 | | Spreadsheet | Standard | AC DEGNS AF 20-21 015 Standard | Corona Gas consumption March 20 | MAPLEDURHAM PAVILION Bill Number:15168694MPR No -3987304306 02-03-2020 To 01-04-2020 12679 E | 21/07/2020 | 21/07/2020 | 2,021. |
| Jul-20-21 | 4. | R-1302-2401-1302BN-00 | 1302 | 2401 | 56.59 | | Spreadsheet | Standard | AC DEGNS AF 20-21 020 Standard | Total Gas & Power April 20 & misc Mar 20 utilities catch up | MAPLEDURHAM PAVILION Bill Number:213537329MPR No -3987304306 02-04-2020 To 30-04-2020 12714 E | 23/07/2020 | 23/07/2020 | 2,021. |
| Jul-20-21 | 4. | R-1302-2401-1302BN-00 | 1302 | 2401 | 45.14 | | Spreadsheet | Standard | AC DEGNS AF 20-21 020 Standard | Total Gas & Power April 20 & misc Mar 20 utilities catch up | MAPLEDURHAM PAVILION Bill Number:215217117MPR No -3987304306 01-05-2020 To 31-05-2020 12796 E | 23/07/2020 | 23/07/2020 | 2,021. |
| Jul-20-21 | 4. | R-1302-2401-1302BN-00 | 1302 | 2401 | 34.06 | | Spreadsheet | Standard | AC DEGNS AF 20-21 021 Standard | Total Gas & Power May & June 20 | MAPLEDURHAM PAVILION Bill Number:217145637MPR No -3987304306 01-06-2020 To 30-06-2020 12825 E | 24/07/2020 | 24/07/2020 | 2,021. |

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|-----------|-----|-----------------------|------|------|-------|--|-------------|--------|---------------------------|--|---|------------|------------|--------|
| Oct-20-21 | 7. | R-1302-2401-1302BN-00 | 1302 | 2401 | 33.10 | | Spreadsheet | Manual | TEAM 20-21 TGP 003 Manual | Total Gas & Power July Consumption 2020 | MAPLEDURHAM PAVILION Bill Number:219147791MPR No -3987304306 01-07-2020 To 31-07-2020 12844 E | 29/10/2020 | 29/10/2020 | 2,021. |
| Oct-20-21 | 7. | R-1302-2401-1302BN-00 | 1302 | 2401 | 32.51 | | Spreadsheet | Manual | TEAM 20-21 TGP 004 Manual | Total Gas & Power August Consumption 2020 | MAPLEDURHAM PAVILION Bill Number:220559070MPR No -3987304306 01-08-2020 To 31-08-2020 12860 E | 29/10/2020 | 29/10/2020 | 2,021. |
| Oct-20-21 | 7. | R-1302-2401-1302BN-00 | 1302 | 2401 | 36.56 | | Spreadsheet | Manual | TEAM 20-21 TGP 005 Manual | Total Gas & Power September Consumption 2020 | MAPLEDURHAM PAVILION Bill Number:223006855MPR No -3987304306 01-09-2020 To 30-09-2020 12902 E | 29/10/2020 | 29/10/2020 | 2,021. |
| Dec-20-21 | 9. | R-1302-2401-1302BN-00 | 1302 | 2401 | 56.06 | | Spreadsheet | Manual | TEAM 20-21 TGP 007 Manual | Total Gas & Power October Consumption 2020 | MAPLEDURHAM PAVILION Bill Number:224294471MPR No -3987304306 01-10-2020 To 31-10-2020 13042 E | 02/12/2020 | 02/12/2020 | 2,021. |
| Jan-20-21 | 10. | R-1302-2401-1302BN-00 | 1302 | 2401 | 69.25 | | Spreadsheet | Manual | TEAM 20-21 TGP 012 Manual | Total Gas & Power November Consumption | MAPLEDURHAM PAVILION Bill Number:226560075MPR No -3987304306 01-11-2020 To 30-11-2020 13256 E | 19/01/2021 | 19/01/2021 | 2,021. |
| Jan-20-21 | 10. | R-1302-2401-1302BN-00 | 1302 | 2401 | 86.73 | | Spreadsheet | Manual | TEAM 20-21 TGP 014 Manual | Total Gas & Power December Consumption 2020 | MAPLEDURHAM PAVILION Bill Number:228717648MPR No -3987304306 01-12-2020 To 31-12-2020 13557 E | 20/01/2021 | 20/01/2021 | 2,021. |

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| Mar-20-21 | 12. | R-1302-2401-1302BN-00 | 1302 | 2401 | 72.77 | | Spreadsheet | Manual | TEAM 20-21 TGP 020 Manual | Total Gas & Power February Consumption 2021 | MAPLEDURHAM PAVILION Bill Number:232951108MPR No -3987304306 31-01-2021 To 28-02-2021 14169 E | 22/03/2021 | 22/03/2021 | 2,021. |
| Adj-20-21 | 13. | R-1302-2401-1302BN-00 | 1302 | 2401 | 99.36 | | Spreadsheet | Manual | 20-21FBP0001 TEAM TGP 023 Manual | Recharge of Total Gas & Power January Consumption 2021 | MAPLEDURHAM PAVILION Bill Number:230878686MPR No -3987304306 01-01-2021 To 31-01-2021 13926 E | 31/03/2021 | 06/04/2021 | 2,021. |

720.36 106.50

669.26 includes £55.40 line 45 as miscoded

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| Adj-20-21 | 13. | R-1302-4005-1302BN-00 | 1302 | 4005 | 119.88 | | Spreadsheet | Standard | AC DEGNS RH 20-21 110 Standard | Paying a PCN & Premises Licence fees several RBC sites plus recharge of tables purchased | Recharge of the purchase of 4 tables for Mapledurham Pavilion from Amazon on 11 Jan 21 by L Daniels | 31/03/2021 | 31/03/2021 | 2,021. |
|-----------|-----|-----------------------|------|------|--------|--|-------------|----------|--------------------------------|--|---|------------|------------|--------|

119.88

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| Apr-20-21 | 1. | R-1302-2450-1302BN-00 | 1302 | 2450 | | 138.42 | Spreadsheet | Sundry Creditor/Debtor | Reverses AC DENS AF 19-20 YEAR END 011 Sundry Creditor/Debtor 27-04-20 13:53:19 | Reverses journal AC DENS AF 19-20 YEAR END 011 Sundry Creditor/Debtor of journal batch AC DENS AF 19-20 YEAR END 011 Spreadsheet A 300000001793531 762977 N from period Adj-19-20. | Sundry creditor Water accrual to 31-3-20 - Mapledurham Playing Fields & Pavilion | 27/04/2020 | 27/04/2020 | 2,021. |
|-----------|----|-----------------------|------|------|--|--------|-------------|------------------------|---|--|--|------------|------------|--------|

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| Jul-20-21 | 4. | R-1302-2450-1302BN-00 | 1302 | 2450 | 55.40 | | Spreadsheet | Standard | AC DEGNS AF 20-21 021 Standard | Total Gas & Power May & June 20 | MAPLEDURHAM PAVILION 3010174470 12-02-2020 To 11-03-2020 2461 E | 24/07/2020 | 24/07/2020 | 2,021. |
| Oct-20-21 | 7. | R-1302-2450-1302BN-00 | 1302 | 2450 | 177.31 | | Spreadsheet | Manual | TEAM 20-21 WAV 002 Manual | Anglian Water March-August Consumption 2020 | MAPLEDURHAM PAVILION 3010174470 12-03-2020 To 11-06-2020 2584 E | 29/10/2020 | 29/10/2020 | 2,021. |
| Oct-20-21 | 7. | R-1302-2450-1302BN-00 | 1302 | 2450 | 57.90 | | Spreadsheet | Manual | TEAM 20-21 WAV 002 Manual | Anglian Water March-August Consumption 2020 | MAPLEDURHAM PAVILION 3010174470 12-06-2020 To 11-07-2020 2624 E | 29/10/2020 | 29/10/2020 | 2,021. |
| Oct-20-21 | 7. | R-1302-2450-1302BN-00 | 1302 | 2450 | 59.34 | | Spreadsheet | Manual | TEAM 20-21 WAV 002 Manual | Anglian Water March-August Consumption 2020 | MAPLEDURHAM PAVILION 3010174470 12-07-2020 To 11-08-2020 2665 E | 29/10/2020 | 29/10/2020 | 2,021. |
| Dec-20-21 | 9. | R-1302-2450-1302BN-00 | 1302 | 2450 | -351.73 | | Spreadsheet | Manual | TEAM 20-21 WAV 009 Manual | Anglian Water September Consumption 2020 | MAPLEDURHAM PAVILION 3010174470 12-08-2020 To 09-09-2020 2422 | 02/12/2020 | 02/12/2020 | 2,021. |

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|-----------|-----|-----------------------|------|------|-------|-------|-------------|--------|---------------------------|---|--|------------|------------|--------|--|
| Dec-20-21 | 9. | R-1302-2450-1302BN-00 | 1302 | 2450 | 1.45 | | Spreadsheet | Manual | TEAM 20-21 WAV 010 Manual | Anglian Water October Consumption 2020 | MAPLEDURHAM PAVILION 3010174470 10-09-2020 To 09-10-2020 1 E | 02/12/2020 | 02/12/2020 | 2,021. | |
| Dec-20-21 | 9. | R-1302-2450-1302BN-00 | 1302 | 2450 | -1.45 | | Spreadsheet | Manual | TEAM 20-21 WAV 011 Manual | Anglian Water November Consumption 2020 | MAPLEDURHAM PAVILION 3010174470 10-10-2020 To 09-11-2020E | 02/12/2020 | 02/12/2020 | 2,021. | |
| Jan-20-21 | 10. | R-1302-2450-1302BN-00 | 1302 | 2450 | 1.45 | | Spreadsheet | Manual | TEAM 20-21 WAV 013 Manual | Anglian Water December Consumption 2020 | MAPLEDURHAM PAVILION 3010174470 10-11-2020 To 09-12-2020 1 E | 19/01/2021 | 19/01/2021 | 2,021. | |
| | | | | | -0.33 | 57.42 | | | | | | | | | |
| | | | | | | 2.35 | | | | | | | | | |

Income

| Accounting Period | Accounting Period | Full Account Code | Cost Centre | Subjective | Further Analysis | Debit (£) | Credit (£) | Journal Source | Journal Category | Journal Name | Journal Description | Line Description | Accounting Date | Accounting Year | GL Transfer Date |
|-------------------|-------------------|-----------------------|-------------|------------|------------------|-----------|------------|----------------|------------------|-----------------------------|------------------------|---|-----------------|-----------------|------------------|
| Apr-20-21 | 1. | R-1302-8504-130208-00 | 1302 | 8504 | 130208 | 0.00 | 386.75 | Debtors | Debtors | Debtors 03-Apr-2020 Debtors | Journal Import 735953: | CRES 3167186 MAPLEDURHAM LAWN TENNIS CLUB 2390268 INV 02-Apr-2020 | 02/04/2020 | 03/04/2020 | 2,021. |
| Jun-20-21 | 3. | R-1302-8504-130208-00 | 1302 | 8504 | 130208 | 0.00 | 386.75 | Debtors | Debtors | Debtors 30-Jun-2020 Debtors | Journal Import 860608: | CRES 3167186 MAPLEDURHAM LAWN TENNIS CLUB 2446222 INV 29-Jun-2020 | 29/06/2020 | 30/06/2020 | 2,021. |

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|-----------|-----|-----------------------|------|------|--------|------|--------|---------|---------|-----------------------------|-------------------------|---|------------|------------|--------|
| Oct-20-21 | 7. | R-1302-8504-130208-00 | 1302 | 8504 | 130208 | 0.00 | 386.75 | Debtors | Debtors | Debtors 06-Oct-2020 Debtors | Journal Import 1014331: | CRES 3167186 MAPLEDURHAM LAWN TENNIS CLUB 2500032 INV 05-Oct-2020 | 05/10/2020 | 06/10/2020 | 2,021. |
| Jan-20-21 | 10. | R-1302-8504-130208-00 | 1302 | 8504 | 130208 | 0.00 | 386.75 | Debtors | Debtors | Debtors 06-Jan-2021 Debtors | Journal Import 1172067: | CRES 3167186 MAPLEDURHAM LAWN TENNIS CLUB 2556251 INV 05-Jan-2021 | 05/01/2021 | 06/01/2021 | 2,021. |
| Mar-20-21 | 12. | R-1302-8504-130208-00 | 1302 | 8504 | 130208 | 0.00 | 386.75 | Debtors | Debtors | Debtors 30-Mar-2021 Debtors | Journal Import 1337593: | CRES 3167186 MAPLEDURHAM LAWN TENNIS CLUB 2609072 INV 29-Mar-2021 | 29/03/2021 | 30/03/2021 | 2,021. |

1,933.75

Income

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| Apr-20-21 | 1. | R-1302-8504-1302BN-00 | 1302 | 8504 | 1302BN | 0.00 | 40.50 | Debtors | Debtors | Debtors 08-Apr-2020 Debtors | Journal Import 741464: | ENCA 3487374 Mrs Patricia Mead 2392994 INV 07-Apr-2020 | 07/04/2020 | 08/04/2020 | 2,021. |
| Apr-20-21 | 1. | R-1302-8504-1302BN-00 | 1302 | 8504 | 1302BN | 4.50 | 0.00 | Debtors | Debtors | Debtors 08-Apr-2020 Debtors | Journal Import 741464: | ENCA 3487374 Mrs Patricia Mead 2393113 CRED 07-Apr-2020 | 07/04/2020 | 08/04/2020 | 2,021. |

4.50 40.50

36.00

Parish Council

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| Apr-20-21 | 1. | R-1302-8504-1302BN-00 | 1302 | 8504 | 1302BN | 0.00 | 125.00 | Cash Receipting | Cash Receipting | Cash Receipting 17-Apr-2020 Cash Receipting | Journal Import 758473: | 17/04/20 FUND 06 MOP 11 Payer URHAM PARISH COUNCIL Acc Ref 130285041302BN00 Trans HWPS00218448 | 17/04/2020 | 20/04/2020 | 2,021. |
|-----------|----|-----------------------|------|------|--------|------|--------|-----------------|-----------------|---|------------------------|--|------------|------------|--------|

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Appendix 2

Mapledurham Pavilion Hire Fees.

The current hire fees for the pavilion were set in October 2020 and are subject to review by the management committee on 29th March 2022.

Current fees & Charges:

Private Bookings

Main Hall

- Hourly rate: £27.00
- Half Day Rate (max. 4 hours): £54.00 (£13.50 per hour after)

Kitchen

- Hourly rate: £13.50
- Add kitchen to hall or meeting room hire: £13.50 (for duration of booking)

Meeting Room

- Hourly rate: £9.00

Community Bookings

Main Hall

- Hourly rate: £13.50
- Half Day Rate (max. 4 hours): £27.00 (£6.50 per hour after)
- Add Kitchen to Booking: £13.50 (for duration of booking)

Kitchen

- Hourly rate: £13.50
- Add kitchen to hall or meeting room hire: £13.50 (for duration of booking)

Meeting Room

- Hourly rate: £4.50

Appendix 3 - Mapledurham Playing Fields Landscape Plan



MPF Photos

New pavilion



New trees along the footpath between the school and pavilion rear



New trees between the MUGA and play area



Central Footpath



Trim trail unit



READING BOROUGH COUNCIL

REPORT BY ASSISTANT DIRECTOR OF LEGAL AND DEMOCRATIC SERVICES

| | | | |
|-------------------------|--|-------------------|---|
| TO: | Mapledurham Playing Fields Trustees Sub-Committee | | |
| DATE: | 7th APRIL 2022 | | |
| TITLE: | MAPLEDURHAM PLAYING FIELDS DEED OF DEDICATION | | |
| LEAD COUNCILLOR: | COUNCILLOR EDWARDS | PORTFOLIO: | MAPLEDURHAM PLAYING FIELDS CHAIR OF TRUSTEES |
| SERVICE: | MAPLEDURHAM PLAYING FIELDS | WARDS: | MAPLEDURHAM |
| LEAD OFFICER: | CHRIS BROOKS | TEL: | 0118 937 2602 |
| JOB TITLE: | CORPORATE LEGAL ADVISER | E-MAIL: | chris.brooks@reading.gov.uk |

1. PURPOSE AND SUMMARY OF REPORT

- 1.1 To update the Trustees Sub Committee on progress being made to complete the Deed of Dedication.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 The revised planning application was granted on 25th February 2019.
- 1.6 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

- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.**

- 1.12 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
- 1.13 The decision of the Sub-Committee on 10th February 2020 is set out below.
- (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) The Sub-Committee note that a revised draft Deed of Dedication has been negotiated and approved by FIT.
 - (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.
- 1.14 The agreed revised draft Deed of Dedication is attached to this report as Appendix 1.
- 1.15 An alternative Deed of Dedication ("The WADRA draft") has been sent to the Trustees on 29th September 2021 by Warren and District Residents Association (WADRA) as an alternative to the one negotiated and advised upon by Veale Wasbrough Vizards (VWV) and considered and agreed to by the Trustees Sub Committee.
- 1.16 A report was submitted to the Mapledurham Management Committee on 13th October 2021. A copy of the WADRA draft was appended to the report and a copy of the document showing the tracked changes is attached at Appendix 2 to this report.
- 1.17 The WADRA draft had a number of amendments which included: adding a clause not permitting use of the property exclusively by and for the benefit of the Heights Primary School; removing the section referring to the erection of any buildings or structures on the property that would result in the total area of such buildings or structures exceeding 4% of the total area of the property and instead specifying no new buildings or structures beyond those existing at the date of the deed and no fencing off any part of the property; involvement of members of the Management Committee in a number of clauses and amendments to the section on replacement property.
- 1.18 WADRA felt that more protection for the recreation ground was needed than that afforded by the agreed Deed of Dedication although it must be appreciated that a total prohibition proposed in the WADRA draft deed would prevent anything being added to the recreation ground in the future. If a deed such as this had originally been in place, the Tennis Club

would not have been able to make its changes, and in future, no new buildings or structures of any description would be allowed, even storage, lighting, or any other structures considered necessary for the operation of the playing fields.

- 1.19 It was explained to the Committee that Officers and VWV had so far advised the Trustees that the deed was an appropriate balanced draft for the Trustees to be able to enter into, and Officers were keen to obtain further information from WADRA about the reasoning behind the proposals in the alternative deed so that Officers could get further advice from VWV before reporting back to the Trustees.
- 1.20 Officers noted in response to the proposal by WADRA that prohibited the use of the playing fields by the Heights Primary School that the school already had the right to use the sports pitches as set out in the lease and Community Use Agreement
- 1.21 Officers pointed out that the overriding principle for the Trustee was that it had to act in the best interest of the charity.
- 1.22 While it is understandable that residents might want the playing fields to be “frozen in time” a recreation ground was a dynamic entity and changes that could improve the ground for the beneficiaries should not be prevented by introducing absolute prohibitions.
- 1.23 The Management Committee considered whether there were any of the amendments in the WADRA draft that they thought would be acceptable to include in the approved deed.
- 1.24 Martin Brommell of WADRA addressed the Committee in support of the WADRA draft, stressing the importance of maintaining the playing fields’ original character as a rural recreation ground, pointing out the space already lost to the school development and the potential problems if people wanted to use the fields at times when the school had exclusive use of pitches and the importance of preventing any further development on this greenfield site, even if that meant storage could not be provided. Mr Brommell said that he would be happy to arrange a meeting between WADRA, their legal advisor, Chris Brooks and VWV to discuss the proposed amendments contained in the WADRA draft.
- 1.25 The Committee discussed the WADRA draft with most members expressing the view that, whilst the principle and reasons behind the proposal were understood, the proposed WADRA draft was too restrictive and prescriptive, including it preventing creation of storage and the specific reference to the Heights Primary School.
- 1.26 **The decision of the management committee meeting of 13th October 2021 is set out below**

Resolved

- (1) That the report and the current position be noted;
- (2) That the alternative Deed of Dedication submitted by WADRA not be supported in its current form;
- (3) That Chris Brooks organise a meeting with WADRA and VWV to discuss the suggested amendments to the Deed of Dedication;
- (4) That the development of a formal agreement with Caversham Trents FC to complement the Deed of Dedication be endorsed;

1.27 A report on the Deed of Dedication is to be considered by the Mapledurham Management Committee at its meeting of 29th March 2022. Officers will verbally report the outcome of the decision of that meeting to this committee.

2. RECOMMENDED ACTION

- 2.1 That the Sub-Committee notes the current position in particular paragraph 4.2 of this report and also the response dated 24th March 2022 by Martin Brommell on behalf of WADRA as set out at Appendix 3;**
- 2.2 That the Sub-Committee reaffirms the decision of the Trustee Sub Committee of its meeting of 10th February 2020.**

3. POLICY CONTEXT

- 3.1 Reading Borough Council holds The Trust Land in its capacity as Charity Trustee. The object of the Charity is: "the provision and maintenance of a recreation ground for the benefit of the inhabitants of the Parish of Mapledurham and the Borough of Reading without distinction of political, religious or other opinions."
- 3.2 The Sub Committee has delegated authority, with the support of the Officers, to discharge Reading Borough Council's functions as Charity Trustee of the Charity. The Sub Committee has a duty to make all decisions in what it considers to be the best interests of the Charity and in order to advance the object referred to above and any such decision must be in line with all relevant charity law and other legal restrictions.
- 3.3 The duties and powers of the Management Committee are:
 - a) The Committee will exercise a general supervision over the activities at the playing fields and ensure that the objects of the charity are achieved.

- 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.

4.0 THE PROPOSAL

4.1 Current position

The current position is the revised draft Deed of Dedication was approved by the Trustee Sub Committee at its meeting of 10th February 2020.

4.2 The Proposal

Officers met with WADRA and its solicitor on 28th February 2022 to discuss the proposed amendments to the put forward We discussed the amendments made to the draft deed of dedication by WADRA. No substantive additional evidence was presented to support the amendments proposed by WADRA.

Officers recommend rejecting the amendments on the basis they are not required by FIT and are not appropriate given the position of the Council as trustee of the Recreation Ground Charity.

Officers have written to WADRA on the 5th March 2022 and 17th March 2022. A response was received on 24th March 2022 from WADRA a copy of which is annexed to this report (Appendix 3).

My comments on the proposed amendments by WADRA in the WADRA draft utilising the numbering of the WADRA draft are as follows:-

Clause 3.1 WADRA would like the ground to be open at all times to the inhabitants of the parish and borough. This is not accepted because it would arguably prevent the trust from temporarily closing off areas for maintenance and it would also prevent the proposed use of the football pitches - which would not be available for general use by all inhabitants whilst they are rented out.

WADRA has also included a direct prohibition on the use of the Property exclusively by and for the benefit of the school. This is not accepted firstly because it is not necessary as it would clearly breach the existing wording in this clause - and secondly because it could cause issues with the grant of any temporary licences to the school to exclusively use the football pitches or other areas. As mentioned above the terms of the lease to the school and the community Use agreement affords the school the use of one of the playing fields.

Clause 3.3 WADRA has included wording that the grant of any licence to a third party which complies with the restrictions in clauses 3.2, 3.4 and 3.5 and which enables the use of the Property solely for the Purpose does not require consent. This is not accepted as FIT has previously insisted that the position on licences should remain silent in the deed. It is intended to conclude the proposed lease/licence and management agreement to the football club and any agreed arrangement in respect of the request from WADRA for a container to be placed on the recreation ground.

Clause 3.4 and 3.5 WADRA has amended the above two clauses to an absolute restriction on the erection of any new buildings or structures. This is impractical and is not accepted. It would prevent the trust from replacing any of the existing buildings or structures or constructing anything which may actually benefit the land such as sheds for maintenance equipment and public toilets. This would inhibit the trustees potentially acting in the best interests of the charity and beneficiaries.

Clause 3.6 WADRA has included a requirement for "all members of the Mapledurham Playing Fields Management Committee" to also be informed of the matters referred to in the clause. On the basis that the Management Committee is acting on a delegated basis with limited terms of reference it is not appropriate for it to acquire direct rights under the deed (to which the members of the Management Committee are not parties in any event), and therefore I do not recommend acceptance of this proposed amendment.

Clause 3.11 Please note that WADRA also wants the right for themselves and FIT to make reasonable representations in respect of any of the above clauses which the Council as trustee of the Charity must have regard to and take into account and for FIT and the Council (as trustee) to be under an obligation to inform the Management Committee of any advice and recommendations which FIT make to the Trust. FIT has not sought these rights and obligations for itself and as already stated the Management Committee has specific delegated terms of reference from the Council as trustee of the Charity. The Management Committee has the opportunity to make representations as to date all reports that have been considered by the Trustee Sub Committee has been considered first at a public meeting of the management committee. I do not consider it appropriate for the Council as trustee to fetter its discretion.

Clause 3.7 WADRA wants the members of the Management Committee to be provided with this information. The Council as trustee of the Charity should maintain its discretion as to what information to share with the members of the Management Committee (as its delegates). Therefore I do not accept the proposed amendment.

Clause 3.9 WADRA want the Council as trustee of the charity to have an obligation to consider the recommendations of any member of the Management Committee. This is not acceptable and not agreed. It is not appropriate for a single member of the Management Committee to make his or her own recommendations but in any event, and if the Council wants to receive recommendations from the Committee

this should happen via its terms of reference and not via a deed to which the members of the Committee are not parties.

In conclusion I am not able to accept or recommend the proposed amendments principally as WADRA are seeking a prohibition of matters that should reasonably allow some degree of flexibility and introducing the Management Committee and/or WADRA into the document which is unacceptable for the reasons given.

I have been asked by WADRA to explore the implications of first registration of the Recreation Ground. There is likely to be a cost to first registration of the freehold title.

Officers are aware of the negative views held by WADRA of the Charity Commission and Fields in Trust.

In order to allay the reservations and concerns held by WADRA in respect of FIT I have provided the objects of FIT and extract from the Fit website to WADRA. I have not received a response from WADRA. I refer Councillors to the objects of FIT below and also an extract from the FIT website which should provide confidence that the deed of dedication as agreed by the Trustee Sub Committee affords additional protection to the Recreation Ground as does FIT via its objects with which it is legally obliged to comply.

While it may not be accepted by WADRA it is very important that flexibility is built into the Deed of Dedication as envisaged below in the extract below from Fields in Trust website. A total lack of flexibility and the prohibitions as envisaged by WADRA may well mean the Trustees are not able to act in the best interest of the Charity which is a fundamental charitable responsibility.

Fields in Trust

Charitable objects

To provide and maintain and to promote and assist in the provision and maintenance of playing fields, recreation grounds, playgrounds, open spaces and other facilities for play and recreation for the benefit both of the community at large and of persons who by reason of their youth, age infirmity, disablement, poverty or social and economic circumstances have special need of such facilities, with a view to improving their conditions of life

EXTRACT FROM THE FIELDS IN TRUST WEBSITE

The Deed of Dedication

Robust protection

In protecting land, Fields in Trust will work with the landowner to draw up an agreement that provides sufficient protection, but which takes account of local

circumstances. It is for this reason that each Deed will often be unique to the specific space.

Once completed the restriction within the Deed is registered with the Land Registry, meaning any check that is made on the land will highlight the protection that is on it and prevent disposal, generally meaning sale or lease, without the consent of Fields in Trust. A Deed can either be charitable or non-charitable. If it is the former then both Fields in Trust and charity law will ensure the protection, whilst if it is the latter then Fields in Trust will ensure the protection.

Flexible protection

We do recognise that circumstances can change, however, and for this reason the Deed does have a certain level of flexibility built into it. In general, changes to the space which are ancillary to its use - i.e. supporting the primary activities taking place - are usually fine and do not require our consent. Anything which is not ancillary to a space's use, such as buildings, commercial leases and changes of use, can be permissible but generally require our consent. A landowner can seek this consent by making an application through our Field Change Request procedure, with any such applications being considered by our experienced Land and Planning Committee of Trustees.

5. LEGAL IMPLICATIONS

- 5.1 Specialist advice has been sought from VWV on the Deed of Dedication and the amendments proposed by WADRA in the WADRA draft.

6. FINANCIAL IMPLICATIONS

- 6.1 If first registration of the freehold title of the recreation ground is to be progressed there will be a registration fee determined by HM Land Registry. Otherwise there are no financial implications in entering into the Deed of Dedication.

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GREEN SPACES FOR GOOD



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,
operating as Fields in Trust] (3)

Mapledurham Recreation Ground

This Deed of Dedication is made on the day of 2021

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 (the **Landowner**); and
 - (3) **[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 following definitions apply in this Deed:
 - 3.1 **"Disposal"** means a disposal pursuant to section 205 (1)(ii) of the Law of Property Act 1925 meaning a mortgage, charge, lease, assent, vesting declaration, vesting instrument, disclaimer, release and every other assurance of property or of an interest therein by any instrument, except a will and "Dispose" shall be construed accordingly.
4. The Landowner gives the following undertakings:
 - 4.1 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.
 - 4.2 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.
 - 4.3 Subject to clauses 5 and 6, not to Dispose of the Property without the prior written consent of FIT.

- 4.4 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.
- 4.5 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.
- 4.6 To inform FIT without delay of any proposal or decision to grant, allow, suffer or permit:
- 4.6.1 any Disposal of the whole or part of the Property;
- 4.6.2 the erection of any buildings or structures or alterations on the Property (or any material alterations to the same); and
- 4.6.3 the temporary closure of the whole or part of the Property for the purposes of maintenance of the Property or for use by the beneficiaries of the Charity for the Purpose;
- and, in accordance with clause 4.9 and subject always to its duties as charity trustee of the Charity, to consider any advice or recommendation given from time to time by FIT on such proposal or decision.
- 4.7 To inform FIT without delay of any resulting decision made by the Landowner on any proposal or decision of which FIT has been notified by the Landowner under clause 4.6 and on which FIT has given any advice or recommendation in accordance with such clause.
- 4.8 To provide FIT with information in response to any reasonable request by FIT relating to the use of the Property for the Purpose or compliance with this Deed.
- 4.9 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).
- 4.10 Subject always to its duties as charity trustee of the Charity, to consider any advice or recommendation given from time to time by FIT on the management and running of the Property.
- 4.11 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.
- 4.12 To endorse the Conveyance dated 24 December 1938 described in the Schedule hereto with wording to the following effect:

“By a Deed of Dedication dated [] 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 Fields in Trust (3), part of the land hereby described 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 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.”

4.13 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 4.3, FIT shall not unreasonably withhold its consent to any Disposal of the Property PROVIDED THAT the Landowner at the request of FIT:

5.1 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

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 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.

7. For the avoidance of doubt and subject to the provisions of clauses 4.2, 4.4 and 4.5 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

8. FIT undertakes that:

8.1 subject to the provisions of clauses 5 and 6 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;

8.2 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;

8.3 FIT will respond without unreasonable delay to any notification of any proposed Disposal or erection of structures, or to any requests for advice;

8.4 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 Landowner 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, Green Space for Good, Mapledurham Recreation Ground]

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~~

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
_____ 2021

Between:-

~~(1)~~ _____

~~(1)~~ **The Official Custodian for Charities** (the **OCC**);

~~(2)~~ _____

~~(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 open at all times to the inhabitants of the Parish of Mapledurham and the Borough of Reading and 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 existing buildings that are ancillary to the Purpose- and shall not include permitting use of the Property exclusively by and for the benefit of the Heights Primary School.

3.1

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~~ this clause 3 and 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 which is subject to the restrictions in clauses 3.2, 3.4, and 3.5 and is to enable the use of the Property solely for the Purpose only shall not require such consent).-

3.4 Not to erect, allow, permit or suffer any new buildings or structures on the Property ~~(or any material alterations to the same) for use other than for~~ beyond those existing on the Property at the Purpose without the prior written consent date of

~~FIT.~~ this Deed

- 3.5 ~~Not to grant, allow, suffer or permit the erection of any part of any buildings or structures on the the Property that which would result in prevent the total area use of such buildings or structures exceeding 4% (four per cent) of the total area any part of the Property- by any inhabitant of the Parish of Mapledurham and the Borough of Reading~~
- To
- 3.6 Subject to the provisions of this deed, to inform FIT and all members of the Mapledurham Playing Fields Management Committee in writing and 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; provided always that such licence is subject to the restrictions in clauses 3.2, 3.4, and 3.5 and is to enable the use of the Property solely for the Purpose only
- ~~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~~ 3.6.2 the temporary closure of the whole or part of the Property for the purposes of maintenance of the Property or for use by the beneficiaries of the Charity for the Purpose;
- 3.7 To provide FIT and all members of the Mapledurham Playing Fields Management Committee in writing with information in response to any reasonable request by FIT or any member of the Mapledurham Playing Fields Management Committee relating to the use of the Property for the Purpose- or compliance with this Deed.
- 3.7
- 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 or recommendation given from time to time by FIT or any member of the Mapledurham Playing Fields Management Committee on the management and running of the Property.
- 3.9
- 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.
- 3.11 Prior to making any decision in relation to any proposal of which FIT and the members of the Mapledurham Playing Field Management Committee are notified pursuant to clause 3.6 above to have regard to and take into account any reasonable representations made by FIT and/or any member of the Mapledurham Playing Field Management Committee in relation to such proposal

3.12 To inform all members of the Mapledurham Playing Field Management Committee

in writing without delay of any decision, consent or advice given by FIT to the Landowner regarding the Property

3.13 To inform FIT and all members of the Mapledurham Playing Field Management Committee in writing without delay of any resulting decision made by the Landowner in relation to any proposal of which FIT and the members of the Mapledurham Playing Field Committee are notified pursuant to clause 3.6

Replacement Property

~~Pursuant to clause 3.3,~~

4. 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 provided always that such licence is subject to the restrictions in clauses 3.2, 3.4, and 3.5 and is to enable the use of the Property solely for the Purpose only AND PROVIDED FURTHER THAT where FIT's consent is required for a sale or lease or other disposal of the Property the Landowner ~~at the request of FIT shall simultaneously upon such sale or lease or other disposal:~~

~~replaces or agrees to replace~~

- 4.1 acquire the ~~Property by acquiring freehold of~~ 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

~~enters~~

- 4.2 enter 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—provided always that such licence is subject always to the restrictions in clauses 3.2, 3.4, and 3.5 and is to enable the use of the Property solely for the Purpose only.

FIT's undertakings

6. FIT undertakes that:
- 6.1 subject to the provisions of clauses 3, 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

6.4 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; and

6.5 FIT will notify all members of the Mapledurham Playing Field Committee in writing and without unreasonable delay of any advice and/or recommendations and/or consent it gives to the Landowner in relation to the Property

Dedication-

7.

7. The Council/Landowner 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

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:

Email from WADRA regarding the Deed of Dedication

From: Martin Brommell
Sent: 24 March 2022 16:40
To: Brooks, Chris; Elisa del Galdo
Cc: Stanesby, Ben
Subject: RE: Deed Of Dedication Mapledurham Playing Field

This is an EXTERNAL EMAIL. STOP THINK before you CLICK links or OPEN attachments.

Dear Chris,

Firstly, please accept my apologies for this late reply to your emails of 5th and 17th March'22. Unfortunately I contracted Covid 10 days ago and, due to underlying health issues, was incapacitated. I am now able to provide a response from WADRA which I trust will fully explain our position with regards to a Deed of Dedication for Mapledurham Playing Field.

WADRA's DoD Position.

WADRA accepts the principle prescribed by RBC that some latitude is necessary in the DoD and the provision of a 4% flexibility reserve. Note (1) This is based on our understanding that any development of this percentage is for informal recreational and leisure use only. Note (2) The land to remain unfenced and free for use and access to all the inhabitants of Reading Borough and Mapledurham Parrish at all times. The duration of this agreement to be the same duration as the lease of the Heights school for a period of 125 years, or the remainder of that lease at the time of activation of the DoD.

We suggest this proposal is consistent with the aims of the RBC Local Plan, RBC community aims and policies, RBCs 'on the record' commitment following the school build to protect the remainder of the playing field in line with their role as Trustee of MPF. WADRA would positively support this approach.

Notes:

(1). Land use: There is considerable debate about the actual % of the playing fields taken up by the school, and the associated works and changes consequent and arising from the building of the school on MPF.

We propose that WADRA work with RBC to establish a definitive and agreed 'before and after' impact calculation.

This would include

1. a) the land north of the school which is 'orphan land'; and is required to be registered as such.
2. b) the land lost to the central lighted access path.
3. c) the land taken up by the unintended incursion of the MUGA steps outside the school boundary.
4. d) the land annexed by the Caversham Trents football storage and fenced off area
5. e) the actual footprint of the land boundary of the school (ascertained from a new measurement or a mutually agreed source document.)

We propose that if the total % and area exceed the % and area agreed as per the original planning calculation, then that excess be deducted from the 4% flexibility reserve. We believe this to be consistent with RBCs intention in their original DoD proposal.

The WADRA team would be happy to provide a first draft analysis for discussion and potential agreement to establish an unambiguous basis for ongoing reference.

(2). **Definition:** To remove any scope for doubt about what WADRA is trying to preserve, we suggest a definition of recreational and leisure activity is essential. We therefore propose we use the term '**Informal recreational and leisure use**'.

This means activities by members of the community which are unstructured, not related to use by clubs or organisations, and require no pre-booking, built structure, payment of fees, supervision, or governance measures. To illustrate, the building of a 3G/4G/5G football pitch for example, would not be an '**Informal recreational and leisure use**'.

We look forward to discussing these proposals and working with RBC to produce a DoD that recognises RBCs responsibilities / authority and actuates their welcome commitment as Trustee to preserve and protect this important public green open space for all the inhabitants of Reading Borough and Mapledurham Parrish.

Regards

Martin

Martin Brommell
Warren & District Residents Association