Runnymede Borough Council

ENGLEFIELD GREEN COMMITTEE

Tuesday 10 December 2002 at 7.00 p.m.

at the Jurgen Centre, Harvest Road, Englefield Green

Members of the Committee

Councillors A.G. Collins (Chairman), H.W.V. Meares (Vice-Chairman), J.E. Haas, Mrs. C.Y. Jones, N. Thewlis and K.J.T. Walmsley.

Residents' Representatives: Mrs. M.E.J. Bairstow and A.E. Panter

and all other Members for information

A G E N D A

Notes:

i) Any report on the Agenda involving confidential information (as defined by section 100A(3) of the Local Government Act 1972) must be discussed in private. Any report involving exempt information (as defined by section 100I of the Local Government Act 1972), whether it appears in Part 1 or Part 2 below, may be discussed in private but only if the Committee so resolves.

ii) The relevant 'background papers' are listed after each report in Part 1. Enquiries about any of the Agenda reports and background papers should be directed in the first instance to **Mr. G. Marson, Committee Section, Borough Secretary's and Leisure Services Department, Civic Offices, Station Road, Addlestone (Tel. 01932 425625)**

iii) Agendas and Minutes are available on a subscription basis. For details, please telephone Mr. B.A. Fleckney on 01932 425620.

COMMITTEE SECTION

LIST OF MATTERS FOR CONSIDERATION

PART I

Matters in respect of which reports have been made available for public inspection

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PART II

Matters involving Exempt or Confidential Information in respect of which reports have not been made available for public inspection.

a) Exempt Information

(No reports to be considered under this heading)

b) Confidential Information

(No reports to be considered under this heading)

1. MINUTES

To confirm and sign, as a correct record, the Minutes of the Meeting of the Committee held on 1 October 2002 (attached at Appendix 'A').

2. APOLOGIES FOR ABSENCE

3. DECLARATIONS OF INTEREST

If Members have an interest in an item please record the interest on the form circulated with this Agenda and hand it to the Committee Administrator at the start of the meeting. A supply of the form will also be available from the Committee Administrator at meetings.

Members who have previously declared interests which are recorded in the Minutes to be considered at this meeting need not repeat the declaration when attending the meeting. Members need take no further action unless the item in which they have an interest becomes the subject of debate, in which event the Member must leave the room if the interest is personal and prejudicial.

4. ENGLEFIELD GREEN PAVILION (BSLSO)

1. Purpose of Report

1.1 The purpose of this report is to seek the instructions of the Committee with regard to the Lease of Englefield Green Pavilion.

2. Background Information

2.1 This matter has been the subject of brief reports to the Committee in November 2001 and February 2002, following a request originally from Mr Panter. In November 2001, the Committee asked Officers to establish whether the Englefield Green Pavilion Trustees were still prepared to undertake their duties and invite them to present a report to Members on their management of the facility.

2.2 In February 2002 Officers reported that they had received responses from three of the four Trustees, one of whom wished to retire. (Sadly Mr J Lewis, one of the three Trustees who responded has subsequently died) The Lease requires a minimum of four Trustees. No replacements for either Mr Lewis or the retiring Trustee (Mr Rundell) have yet been nominated by the remaining Trustees. Officers also reported that there were a number of continuing concerns in relation to the management arrangements, maintenance, and access to the Pavilion. A fuller report was proposed for the June meeting of the Committee, when two of the Trustees would be prepared to attend.

2.3 The Borough Secretary and Leisure Services Officer wrote to all Members of the Committee at the beginning of June 2002, suggesting that the matter be deferred until this meeting in order to allow the Committee to concentrate on the matter of the goalposts, which was causing substantial public comment and interest. Generally Members were content with this. The Borough Secretary's letter also enlarged on the various issues surrounding the Lease and canvassed some initial views on the way forward.

2.4 It was intended to have further discussions with the Trustees and with the Cricket Club over the summer, but the Council's Property and Legal Sections have had to deal with a range of strategic and other priorities which have interfered with this timescale. It was not until recently that it has been possible to discuss the matter with the Cricket Club and those discussions are reported below. A copy of this report is being sent to the Trustees for their comment together with an invitation for them to attend the meeting should they so desire. If the Trustees are unable to attend, any comment received will be reported.

3. Background

3.1 As previously reported, the Lease of the Pavilion was granted for a term of 60 years from 1 January 1957. The Pavilion was originally erected with contributions from the Cricket Club and the Football Club, and the Pavilion Trustees paid a single premium of £1,600 to the then Egham Urban District Council. It would appear that the Council loaned the cost of

construction of the Pavilion which was paid back in rent over the first 10 years of the Lease. Thereafter the rent was reduced to £1 per annum.

3.2 The Pavilion is leased to the Pavilion Trustees, not to the Cricket Club or the Football Club. The terms of the Lease require it to be kept available for those clubs and other sporting activities which the Council may permit on the Green.

3.3 There was originally a Pavilion Management Committee comprising representatives of both the Football and the Cricket Clubs. While the Trustees were legally responsible, the Management Committee effectively took care of the management of the building.

3.4 However the Management Committee has been defunct for many years. The two Clubs have not seen eye to eye and the Football Club made alternative arrangements first at Kings Lane then, after a brief return to the Green in the 1990's, at Cooper's Hill Recreation Trust.

3.5 Thus for a prolonged period the Cricket Club has been the only regular user of the Pavilion. The Trustees have allowed the Cricket Club Committee to take care of the management of the Pavilion and apart from asserting the right of the Football Club to use the Pavilion again during its brief return, have in recent years been relatively inactive. Issues regarding the repair, use, and management of the Pavilion have tended to be referred by the Trustees to the Cricket Club. The Cricket Club reports that it ensures the rent is paid.

Summary of the Present Position

3.6 The Trustees are in breach of a number of the repairing obligations in the Lease. Allegations are from time made about matters such as health and safety issues and the disappearance of the pavilion clock. Occasional complaints have been received about parties etc held on the premises. However the Trustees themselves say that they have found it difficult to communicate with the Cricket Club, and no longer appear to play an active part in the resolution of these problems. The Cricket Club, the main user of the Pavilion, is not itself responsible to the Council for the covenants in the Lease. Thus any attempt to open a dialogue about the future of the premises becomes difficult to manage.

The Needs

3.7 Officers suggest that the Council should be looking for the following in relation to any future arrangements for the Pavilion:

- a tenant who is actively prepared to assume responsibility for the building and its use.
- clear lines of communication.
- clear requirements for the use of the Pavilion, which might well give priority to one or two main users, but which should provide for occasional use for other sporting or possibly community purposes, as now.

In addition, it would be helpful to also resolve the arrangements for maintenance of the cricket square which are presently anomalous. Although Englefield Green Cricket Club is almost the only user of the square, it is the Council which maintains it under a completely separate arrangement from the occupation of the Pavilion.

Options

3.8 The first option is to maintain the present arrangements. If this were to be favoured, it would be essential for there to be an active and involved body of Trustees who would clearly need to work in close co-operation with the Cricket Club, but would need to accept and exercise the tenants' responsibilities under the Lease. They would require funding from the Cricket Club and any other users in order to achieve this.

3.9 The second option is to secure the termination of the existing Lease (either by surrender or by terminating for breach of covenant) and grant a new Lease direct to the Cricket Club. The Lease would preserve the availability of the Pavilion for other occasional uses and would ideally be combined with a firm arrangement for the Club to maintain the cricket square.

3.10 A third option would be to terminate the Lease as above, and find a new local body who would run the Pavilion as a community asset. This sounds attractive but in practice could prove impracticable given the almost exclusive nature of the Cricket Club use and the need to find a completely new set of people willing to assume the legal responsibilities.

3.11 Finally, the Council could secure the termination of the lease and run the Pavilion directly for hire with or without use of the pitch. This option is not recommended as there has been no strong demand for community or non – Cricket Club use of the premises and the Council would have to spend money on maintaining and administering the building, with or without some mechanism for recharging the costs to users such as the Cricket Club. This is quite likely to be more expensive both for the Council and for the users.

The Favoured Option

3.12 Officers favour the second option of procuring the grant of a new Lease of the Pavilion to the Cricket Club. The Club are prepared to discuss this option, including a clause requiring the Pavilion to be available for other approved uses as long as they had first call on the facilities and the use did not prejudice their own needs. During the creation of the new cricket square the Club have been using an alternative pitch at Cooper's Hill which they have maintained. They have also been using the Council pitch at Abbeyfields, Chertsey. Using their existing groundsman, they would wish to maintain the square at the Green themselves.

3.13 Increased costs faced by the Club over the past two years, coupled with loss of bar takings from the regular use of the Pavilion, have eaten away their reserves and it would be wise both from the Club's point of view and the Council's for any such lease initially to be short-term so that both parties could be sure the operation was viable before committing to a longer arrangement.

3.14 It is accordingly suggested that the position be discussed further with the Pavilion Trustees with a view, if possible, to agreeing a surrender of the existing Lease. Failing this a further report should be made to this Committee for instructions. Assuming termination of the existing Lease, a new three year lease should then be granted to the Trustees of the Cricket Club, including the following terms:

- the current nominal rent to continue for this short-term Lease.
- an obligation to make the Pavilion available for alternative uses agreed by the Council which do not prejudice the Cricket Club's needs.
- a licence to use the cricket square, running for the same period as the Lease, and subject to an obligation to maintain the square.
- an obligation for the Cricket Club to produce a longer term business and sports development plan.

The operation of the lease, and the business and development plan produced by the Club, would be reviewed by this Committee during the third year of the lease and a decision taken on whether to enter into a longer term arrangement.

4. Financial Implications

4.1 The net result of passing the maintenance obligation of the Square to the Cricket Club, coupled with loss of the income from hiring out the Cricket Square, would be a small net betterment of approximately £1,800 per annum to the Council, based on the last year's figures.

4.2 There may be some modest saving of opportunity costs resulting from less complication in the Council's administration of the lease and the cricket square.

OFFICERS' RECOMMENDATION that -

i) the Borough Secretary and Leisure Services Officer be instructed to discuss a surrender of the Lease with the Pavilion Trustees;

ii) subject to agreement with the Trustees being reached on i above, then subject to contract and all necessary consents the Borough Secretary and Leisure Services Officer be authorised to agree and grant a new lease of the Pavilion to the Trustees of Englefield Green Cricket Club including the terms mentioned in the above report and on such other terms as he thinks fit; and

iii) a progress report be made to this Committee at its next meeting.

(TO RESOLVE)

Background Papers

Borough Secretary and Leisure Services Officer file no. 48.12.12 (exempt).

5. MANAGEMENT AND MAINTENANCE OF THE GREEN (BSLSO)

1. Purpose of Report

1.1 The purpose of this report is to update Members with regard to matters of current interest concerning the management and maintenance of the Green.

2. Signage

2.1 A number of signs adjacent to the cricket pavilion have been damaged or vandalised and an order for their replacement has been made. Officers are also looking at an interpretation sign for the Green and it is hoped that a draft will be available for Members inspection at the meeting.

3. Traveller Defences

3.1 Officers have been carrying out an audit of all parks within the Borough to determine what measures can reasonably be taken to try and protect public open space from further traveller incursions. The Green itself was the subject of a trespass earlier this year and fortunately the travellers were persuaded to leave within a few hours of arriving. Work is in hand to ensure that the ditch surrounding the Green is kept clear of debris and other infill. Other measures that the Committee may like to consider will be discussed at the meeting.

4. 'Kick About' Area

4.1 The reinstatement of the worn areas around the 'kick about' posts (now removed) has been delayed due to firstly excessively dry and now excessively wet conditions. It is hoped that the reinstatement work will have been completed by the time the Committee meets but this is dependent on the weather. The goal post to the north of the Green is with a local blacksmith for modification and the fabrication of two new ground fixing sockets. It is hoped that this will be in place for the school Christmas holidays.

5. Cricket Square

5.1 Officers have received a suggestion that the protective shrub planting adjacent to St. Jude's Road was not of indigenous species as had been promised. As Members may recall, the original proposal was for an indigenous species planting to take place with plants similar to those contained within the adjacent woodland. This, however, was not favoured because of the eventual height the planting would make and a request for lower growing plant material was considered at the November 2001 Committee meeting. It was not possible for this to be of indigenous species due to the height requirement but the species chosen should blend in with the location.

5.2 Comments have also been received with regards to the posts and wire protection around the new cricket square. The provision of such posts and wire is designed to offer some level of protection for the square from other park users when cricket is not being played. This is standard practice within Runnymede Parks and a similar arrangement was in place on the old cricket square. Although there was no formal request for this arrangement to be put in

place the Committee did in fact discuss the need for such a provision during the general discussions for the relocation of the cricket square. This was in relation to the need to ensure that fairs and their visitors kept off the square and protected the Council's investment.

6. Half Term Football Coaching

6.1 Free football coaching was available on the Green for 8 to 12 year-olds for the first time this year. The event was funded through a grant from Runnymede Sports Council. The coaches were from Fulham Football Club and a total of 25 places were available each day. The demand for this event was three times higher than the capacity available. Customer feedback forms contained many favourable comments and the following is typical.

Q. Please indicate how else do you feel we can improve our services in the future:

A. By having more activities on the Green for the local children. Parents and children have to travel out of the Green for sports activities which is difficult if you do not drive.

6.2 Similar activities are being considered for other school half term and Easter holiday breaks.

(FOR INFORMATION)

Background Papers

None stated.

6. BISHOPSGATE ROAD FOOTWAY – EXTENSION (BSLSO)

Surrey County Council has approached this Authority with a proposal to install a footway between the horse trough, at the junction of Bishopsgate Road and St Jude's Road, and the existing footway on the north side of Bishopsgate Road. The proposal is for a 2 metre wide tarmac footway with timber edging in the location shown on the plan at Appendix 'B'. Officers are currently seeking the relevant approvals from the Crown Estate together with 'in principle' approval of the scheme from this Committee. The works would be funded and undertaken by Surrey County Council.

OFFICERS' RECOMMENDATION that –

subject to the approval of the Crown Estate, Surrey County Council be authorised to install a footway to the north side of Bishopsgate Road as set out above.

(TO RESOLVE)

Background Papers

None stated.

7. MAINTENANCE OF WOODLAND (BSLSO)

Prior to its meeting in October Members of the Committee walked the woodland at Englefield Green with Officers and discussed the appropriate level of maintenance for this area. It was agreed that the overgrown horse route would be reinstated by removing trees and other vegetation which had grown up over the years, making it impassable. This has been completed. It was further agreed that maintenance of the remainder of the woodland would be limited to keeping routes (public footpaths, horse routes and other paths) clear of overgrowing vegetation and that the roadside verges in Coopers Hill Lane would be cut back to enable pedestrians to step out of the road if necessary. The removal of litter and fly tipping from the woodlands will continue as normal, as and when required. Officers were asked to provide Members with a plan of the woodland showing pedestrian and other routes through it, these plans will be circulated at the meeting.

(FOR INFORMATION)

Background Papers

None

8. TELECOMMUNICATIONS MAST – PLANNING APPLICATION (BSLSO)

Members will be aware that the Council has received an application for planning consent for the erection of a telecommunications mast on Englefield Green (RU 02/1247).

The application was due to have been considered by the Planning Committee on 4 December - after the compilation of this Agenda. However, the recommendation of Planning Officers was that the application should be refused (a copy of the relevant report to the Planning Committee is attached at Appendix 'C'). The outcome will be reported verbally at the meeting.

(FOR INFORMATION)

Background Papers

None

9. CROWN LEASE - DISPLAY ON WEBSITE (BSLSO)

A request has been received from the Englefield Green Village Residents Association for permission to display the Crown Lease in respect of the Green on its website. The Crown Estate operates a policy of confidentiality between landlord and tenant and is therefore reluctant for the whole of the lease to be published in this manner. There is, however, no objection on the part of either the Crown or Officers to suitable extracts of the agreement being made available to the general public.

OFFICERS RECOMMENDATION that -

the Borough Secretary and Leisure Services Officer be authorised to provide the Englefield Green Village Residents Association with suitable extracts of the Crown lease for display on its website.

(TO RESOLVE)

Background Papers

Letter from Crown Estate dated 16 October 2002.

10. EXCLUSION OF PRESS AND PUBLIC

If the Committee is minded to consider any of the foregoing reports in private session, it is the

OFFICERS' RECOMMENDATION that -

where appropriate the press and public be excluded from the meeting during discussion of the report under Section 100A(4) of the Local Government Act 1972 on the grounds that the report in question would be likely to involve disclosure of exempt information of the description specified in the appropriate paragraphs of Part I of Schedule 12A of the Act.

(TO RESOLVE)

PART II

Matters involving Exempt or Confidential Information in respect of which reports have not been made available for public inspection.

a) Exempt Information

(No reports to be considered under this heading)

b) Confidential Information

(No reports to be considered under this heading)