

Cheltenham Borough Council

Cabinet – 10 June 2025

Petersfield Community and Sports Hub

Accountable member:

Cllr Peter Jeffries, Cabinet Member Finance & Assets

Accountable officer:

Richard Gibson, Head of Communities, Wellbeing & Partnerships

Ward(s) affected:

St. Peters

Key Decision: No

Executive summary:

The proposed Petersfield Community and Sports Hub building will form part of a wider over-arching strategy to support the St Peters and the Moors area.

The building will be located at the site of Saracens FC football ground in the Moors estate and will replace the existing club-house facilities that are housed within two shipping containers to the north of the football pitch. The site is owned by the Council. Saracens FC has a 25 year lease on their ground and the land where the shipping containers are located, with 22 years remaining.

This report seeks Cabinet approval for the terms by which an amended lease could be offered to Saracens FC and the terms by which a separate lease could be offered to the Petersfield Partnership CIO, which was set up in 2023 to deliver the hub building.

To support fundraising for the hub building, this report seeks Cabinet approval to use the 5% management fee that accrues from its role as locally trusted organisation for the Big Local project to support the Petersfield Partnership deliver the hub building.

The report also seeks Cabinet approval to enter into a grant agreement with Petersfield Partnership to ensure proper governance over the use of the funds and to enter into a management agreement to ensure that the hub building is managed for the benefit of the local community during the period of the lease.

Due to the number of touchpoints between the Council and the project, there are a number of risks to the Council which will be mitigated via the approaches set out in this report.

Recommendations: That Cabinet:

- 1) approves the disposal by way of two separate leases of land subject to the meeting of a set of conditions set out in para 3.8;**
- 2) once these conditions are met, delegates authority to the Director for Finance & Assets, in consultation with the Cabinet Member Finance & Assets and the Director of One Legal, to agree the terms of the lease and conclude the letting;**
- 3) commits to allocating the following sums to the hub building:**
 - the Big Local fund of £356,643 which is currently held by the Local Trust, but which will be drawn down by the Council;**
 - the council's allocation of the future administration fee of £17,832, that accrues to the Council from its role as accountable body for the SPTM partnership;**
 - the previous administration fee of £42,143 that forms part of the funding currently held by the Council; and**
 - other funding currently held by the Council for the project comprising the Big Local underspend, the contribution from the Housing Revenue Account and the Police and Crime Commissioner funding totalling £71,133.**
- 4) enters into a grant agreement with the Petersfield Partnership CIO to facilitate the transfer of the funds set out above**
- 5) enters into a management agreement with the Petersfield Partnership CIO to ensure that the hub building is managed for the benefit of the local community;**
- 6) delegates authority to the Director of Governance, Housing and Communities, in consultation with the Cabinet Member Finance & Assets, to agree the final terms of the grant and management**

agreements and to conclude the arrangements to ensure the hub is managed for the benefit of the community;

- 7) enters into other such documents as the Director of One Legal deems necessary or desirable to reflect the terms negotiated.**

Implications

1.1 Financial, Property and Asset implications

Property: Section 4 of the report sets out the proposed lease and s.123 arrangements. The proposed lease to Petersfield Partnership is at a peppercorn rent for a term ending on 4 May 2047 and would therefore be considered less than best consideration. This obligation can be waived with the consent of the Secretary of State, who has given a General Consent to such disposals where, in the reasonable opinion of the Local Authority, this disposal is for social, economic or environmental benefit of the inhabitants of the Authority's area or any of them.

The land is also designated Public Open Space and any disposal would be pursuant to s123(2)(A) of the Local Government Act (1972).

As required, S123 Notices were published 8th May 2025 and 15th May, advertising the disposal by way of lease to the Petersfield Partnership. As at 29th May 2025, the end of the consultation period, no representations have been made to the Council.

Leases over 7 years require consent under s123 and in line with the Council's constitution, all leases at less than best consideration must be agreed by Cabinet.

In addition to the lease, the tenant is required to enter into a Management Agreement for the running of the completed facility. The lease will further be drafted in such a manner that allows for the Council, as landlord, to check that the tenant is meeting the terms and conditions of both the lease, and the Management Agreement. A break clause has been added in both the landlord and tenant's favour, at Year 10, and every 5 years thereafter which can be exercised if a persistent or material breach of the lease terms is found, and the Council will rely in the usual remedies in law to address this.

Signed off by: Claire Pockett, Surveyor

Date: 30.05.2025

Financial: Whilst there are no financial impacts on the revenue budgets of the Council, the recommendations set out above cover a number of funds that are either currently held by the Council or will be accrued by the Council in the future. The recommendations cover the following sources, totalling £131,108:

- £17,832 from the future management fee that the council will accrue from its role as accountable body
- £42,143 held in COM104 from the previous management fee that the Council accrued from its role as accountable body
- £24,133 underspend held in COM104 from the current plan held by the Council held under COM104
- £25,000 from the Council's Housing Revenue Account
- £22,000 from the Office of the Police and Crime Commissioner for Gloucestershire – currently held by the Council in GBD002 R9102 GRA040

Section 4 of this report sets out more details on the above and also outlines the proposed costs of the project.

Section 5 of the report sets out the financial and property risks to the council from the project

Signed off by: Ela Jankowska – Finance Business Partner **Date:** 29.05.2025

1.2 Legal implications

The proposed lease areas forms part of the Council's Open Space. Any decision to grant a lease thereof must first be advertised for 2 weeks as a 'Disposal of Open Space' pursuant to s123(2A) of the Local Government Act 1972 in the Public Notice Section of a local newspaper. Advertisements have been placed and the objection period has now expired and no objections were received.

The Council's Constitution requires that the decision to dispose of Public Open Space (including leasehold disposals) rests with Cabinet.

Further to this, the proposed lease to Petersfield Partnership is at a peppercorn rent for a 25 year and would therefore be considered less than best consideration. Under s123, the Council has an obligation to secure best consideration reasonably obtainable when disposing of a property by way of a lease for more than 7 years. This obligation can be waived with the consent of the Secretary of State, who has given a General Consent to such disposals where, in the reasonable opinion of the Council, the disposal is for:

- The promotion or improvement of economic well-being.
- The promotion or improvement of social well-being
- The promotion or improvement of environmental well-being.

The General Consent can only be relied upon where the difference between the consideration and the unrestricted value of the site is less than £2 million. A valuation of the site should therefore be carried out. If the difference exceeds £2 million or if it is deemed that the disposal will not promote the economic, social or

environmental wellbeing of the area, then specific consent will need to be sought to the grant of the lease.

It would also be advisable to annex a management plan to the lease setting out how Petersfield Partnership will manage the premises for a set period of time (e.g. the first 3 years of the lease term). This will allow the Council to approve the plan in advance and should ensure that the premises are effectively managed.

The lease will be of the whole site comprising the land on which the new hub building will be constructed, including part of the area currently leased to Saracens FC. This means that in addition to the lease to Petersfield Partnership, the existing lease to Saracens FC will need to be surrendered and a new lease granted to Saracens, excluding the area of land on which the building will be situated and reserving a right of way for the benefit of the Council and its tenants so that Petersfield Partnership will have access to the building. Given the impending local government reorganisation, the right should also be granted for the benefit of successors in title.

Commercial

The Council intends to allocate grant funding from the Local Trust as part of the Big Local Project. The Council is the 'locally trusted organisation' for such funding, meaning that it is the recipient (but not the ultimate recipient) of the funding and as such takes on the obligations from the original funder (the Local Trust). This mechanism means that the Council is responsible for compliance with the grant agreement and also ensuring that the ultimate grant recipient (Petersfield Partnership CIO) also complies with the same.

Given this position, the Council will need to also enter into a grant agreement with Petersfield Partnership CIO, to codify its obligations and allow the Council to clawback/ require repayment in the event that Petersfield Partnership CIO causes the Council to be in breach of its own grant agreement.

Alongside the grant agreement and a lease, the Council will need to also enter into a management agreement with Petersfield Partnership CIO. This will sit alongside the lease and set out how the facility should be run.

It should, however, be noted that Petersfield Partnership CIO is a relatively new Charitable Incorporated Organisation and as such, even with the above safeguard in place, it may not be able to repay sums or have the financial and commercial stability to deliver the project and account for any unexpected additional costs and requirements. Section 5 contains further information about the risks.

The project mainly consists of the construction of the Petersfield Hub and as such Petersfield Partnership CIO will be required to appoint various consultants and contractors to design and deliver the works. It is advised that the Council has a form of management and reporting right over the project to ensure that the proposed works and construction are in line with the Local Trust's requirements (and permitted use of funding), and to assist Petersfield Partnership CIO with project oversight. It is

also advised that the Council obtain collateral warranties with any contractor engaged to conduct work for this project, as the Freeholder.

Signed off by: One Legal, legalservices@onelegal.org.uk

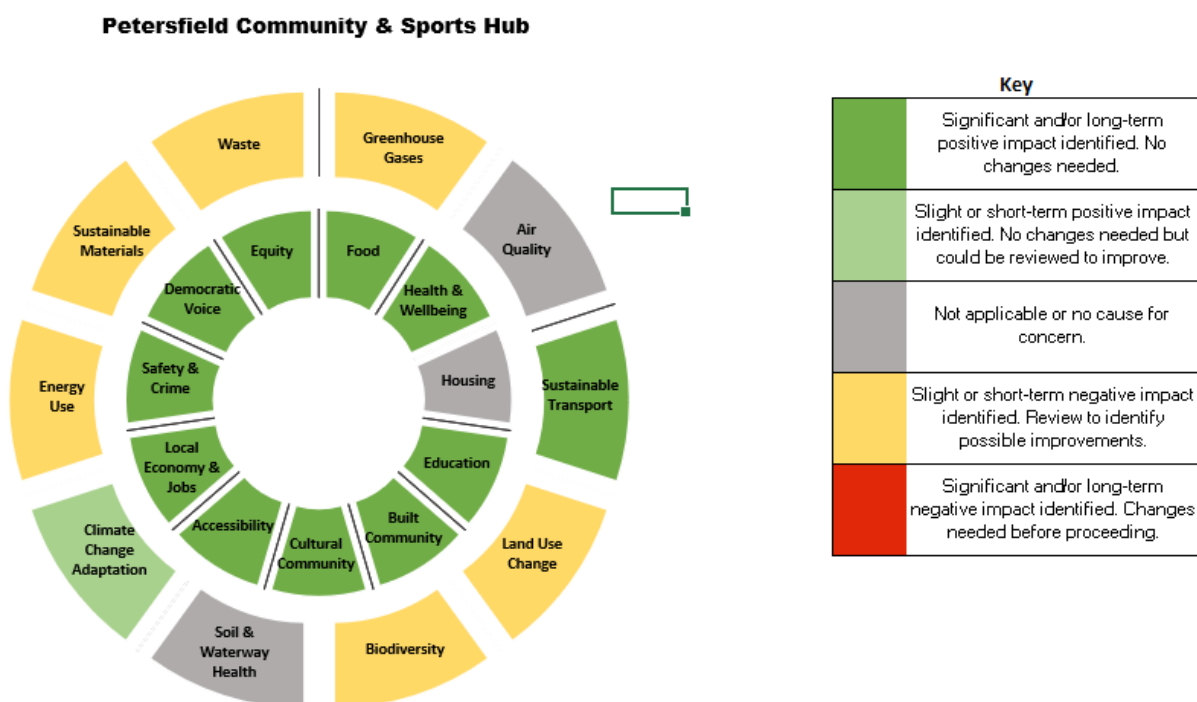
1.3 Environmental and climate change implications

The completed dashboard and summary report are attached as **Appendix 2**. Being a new-build construction means there are some potential short-term negative environmental impacts. However, the building is very positive in its contribution to social outcomes.

As part of the planning application a bio-diversity net gain report was produced to mitigate the loss of a small quantity of grass. Mitigations will be delivered onsite via planting 3 native sampling sized trees and at least 6m of native hedgerow.

Within the cost plan, there are the following allowances; £2.5k for a Simplified Building Energy Model assessment, plus £10k for installation of PV panels. Subject to being able to access other funding, further opportunities will be taken to minimise the carbon emissions from the building including upgraded windows, rainwater harvesting and additional PV panels.

In addition, the Climate Change Supplementary Planning Document will be shared with the contractor for them to reflect best practice within their building construction plan to address matters such as the use sustainable materials and arrangements to manage waste and recycling.



Signed off by: Maizy McCann, Climate Emergency Officer,
maizy.mccann@cheltenham.gov.uk

1.4 Corporate Plan Priorities

This report contributes to the following Corporate Plan Priorities:

Ensuring residents, communities and businesses benefit from Cheltenham's future growth and prosperity

1.5 Equality, Diversity and Inclusion Implications

An equality impact assessment has been carried out and this is attached as **Appendix 3**. This shows that there are positive impacts from the hub proposal in terms of its role to support local children and young people, people who might have disabilities and people living in low-income communities. No negative impacts were identified.

1.6 Performance management – monitoring and review

The conditions to be applied through the grant agreement, management agreement and lease will set out the Council's requirements around governance and reporting during the build that will allow the Council to have early warning of any potential issues.

2 Background

2.1 The Petersfield Sports and Community Hub building will enable the people of St Peters and the Moors to take part in social, sport, leisure, wellbeing and other activities and to also build their confidence and skills.

2.2 The project is being led by the Petersfield Partnership, a Charitable Incorporated Organisation (CIO) that was established in 2023 for the purpose of delivering the hub building. The Partnership has six trustees with a range of skills and experience. The Partnership will be responsible for overseeing the running of the hub building and Cheltenham Saracens will have a user agreement in place to protect their needs

2.3 The aims of the hub building are as follows:

- New long term community facilities are secured for local residents;
- Long-term income is directed at benefitting the local community;
- Improved wellbeing of local residents;
- A safer community; and
- A sense of pride, growth, development and improved performance of Cheltenham

Saracens FC

2.4 Planning application for the hub building was submitted on 1 April 2025 and the target date for determination is 4 June 2025.

2.5 The Petersfield Partnership CIO have entered into a pre-services construction agreement with a local contractor. Once planning secured and agreement is secured from the Council regarding lease arrangements, Petersfield Partnership will enter into a standard JCT contract to cover the construction work which will be issued on a design and build basis. The works will be over seen by Petersfield Partnership's Quantity Surveyor.

3. Proposed Lease arrangements

3.1. In 2021, Cheltenham Saracens Football Club were granted a lease of land and premises for a term of 25 years from the Council

3.2. To facilitate the construction of the hub building, which will be constructed on land currently leased to Cheltenham Saracens, the proposed lease arrangements are as follows:

- Cheltenham Saracens FC to surrender their lease;
- Cheltenham Saracens FC to enter into a new lease with an amended boundary to the northern part of the site on the same terms as the current lease;
- The Council enters into a separate lease with Petersfield Partnership for the site of the hub.

3.3. To enable access to the hub building, the Council will reserve a right over a strip of land for the benefit of the Council and its tenants and successors in title when granting the Saracens lease, which will then enable the Council to grant a lease to Petersfield Partnership with the benefit of that right. This will create a legal right (easement) for the Council of which Petersfield Partnership will have the benefit. The proposed lease plans are set out in appendix 4.

3.4. The proposed lease to Saracens FC will be at an annual charge of £4,000 pa for a 25-year term. This will be offered on a full repairing and insuring basis and will include a break clause at year 10.

3.5. The proposed lease to Petersfield Partnership will be at a peppercorn rent for a 25-year term and will be offered on a full repairing and insuring basis and will include a break clause at year 10. The disposal is therefore to be considered at less than best consideration. The land is also designated Public Open Space and any disposal is pursuant to s123(2)(A) of the Local Government Act (1972).

3.6. Leases over seven years require consent under s123 and in line with the Council's constitution, all leases at less than best consideration must be agreed by Cabinet.

3.7. This report sets out a recommendation to Cabinet to grant a lease subject to conditions to ensure the Petersfield Partnership completes the building work within a specified timescale. The lease will include provisions for termination in the event that the building works are not completed within that timescale.

3.8. The proposed conditions are as follows:

- Petersfield Partnership to have secured planning permission and all such other permissions, consents, notices and requirements necessary to deliver the Project (including landlord consent and green space approval);
- Petersfield Partnership to have obtained an agreed fixed price quotation from the selected contractor (such quotation to be valid for the Grant Period) for the Project;
- Petersfield Partnership to have in place all necessary funding to deliver the Project, including having secured additional funding for the Project and maintaining sufficient contingency sums to cover any price increases; and
- Petersfield Partnership to have agreed to a construction timeline with the selected contractor that will enable the project to be delivered in accordance with any grant drawdown and payment requirements of the funders.

3.9. As the land is designated public open space, the Council has undertaken a process to comply with section 123 of the Local Government Act 1972. A notice was placed in the Gloucestershire Echo on 8th and 15th May advertising the proposed disposals of public open space to Saracens FC and the Petersfield Partnership and giving until 30th May for anyone to raise an objection. No objections were received.

4. Costs and fundraising

4.1. The following are the identified costs for the construction of the hub building along with a range of ancillary costs:

Item	Amount
Bio-diversity net-gain report	£1,797
Energy Model Assessment	£2,500
Talus Construction - Stage 4 design	£20,000
Talus Construction - structural engineer and architect fees	£20,000
Talus Construction – building control costs	£3,930
Talus Construction – other temp works	£3,500
Talus Construction costs; Substructures; superstructures; mechanical, electrical & plumbing; internal fit-out; drainage; design allowance, prelims; incoming water main & electrical main; OHP	£449,815

Internal fit-out – furniture	£10,000
Contingency	£30,000
QS to completion of build	£17,880
Legal fees	£17,000
VAT Set up	£3,600
PV solar panels	£10,000
Total	£590,022.00

4.2. Funding secured to date:

Big Local funds held by Local Trust	£356,643	Confirmed, but subject to meeting conditions set by Local Trust
The Council's future Big Local admin fee based on additional £356k to be drawn down	£17,832	Subject to agreement by Cabinet
The Council's previous Big Local admin fee held by the Council at 21.5.25	£42,143	Subject to agreement by Cabinet
Big Local underspend from current plan held by the Council at 21.5.25	£24,133	Confirmed and will be included in the grant agreement
Contribution from the Council's Housing Revenue Account	£25,000	Confirmed – subject to grant agreement with the Council
Contribution from the Office of the Police and Crime Commissioner for Gloucestershire – held by the Council	£22,000	Confirmed and will be included in the grant agreement
Gloucestershire County Council Build Back Better Fund via Cllr Willingham	£15,000	Confirmed and to be held by Petersfield Partnership
Football Foundation	£70,700	Confirmed and to be held by Petersfield Partnership
Local Trust grant for solicitor fees	£10,000	Confirmed and to be held by Petersfield Partnership
Jockey Club donation	£1,952	Received held by Petersfield Partnership
The Petersfield Partnership - Local Fundraising	£3,256	Received held by Petersfield Partnership
The Petersfield Partnership - Local Fundraising	£2,000	TBC
Total	£590,659.00	

4.3. The main source of funding for the project is Big Local funding for which the Council is the accountable body.

4.4. Big Local funding is Lottery funding channelled through the Local Trust, the national body responsible for supporting 150 areas who have each been awarded £1m to support resident-led improvements.

4.5. Locally, the St. Peters and the Moors area was chosen in 2012 as the area that would benefit from the £1m and a local partnership, the St. Peters and the Moors

(SPTM) Partnership was set up to coordinate the programme. The SPTM partnership does not have a legal structure, hence Cheltenham Borough Council acts as its accountable body.

- 4.6. The SPTM partnership has an agreed funding plan in place with Local Trust to the value £522,643 for the period 1 November 2023 to 31 March 2026. £356,643 of that allocation is being held by the Local Trust.
- 4.7. As the Council acts as the accountable body, it will need to enter into a grant agreement with Petersfield Partnership CIO to ensure proper governance over the use of the funds and to mitigate the risks to the council from the project.
- 4.8. In addition the Council will also need to enter into a management agreement to ensure that the hub building is managed for the benefit of the local community in line with the terms of the grant from Local Trust.

5. Summary of risks for the Council

- 5.1. Although all contractual agreements will sit with the Petersfield Partnership CIO, in light of the fact that this is a relatively new body with little financial or project management experience and with a relatively small set of trustees, this report highlights the potential risks to the Council leaning on the learnings from recent construction projects and shaped by the obligations required by the Local Trust funding.

Financial – procurement phase

If the cost construction estimates are not sufficiently robust, then there is a risk that quoted prices exceed the available budget. This may mean the Petersfield Partnership CIO approach the Council for additional funding to close the funding gap to begin the construction work.

This risk is mitigated to certain extent in that Petersfield Partnership now have a detailed cost plan for the construction dated 16 May 2025.

Financial – construction phase

If the construction costs are not actively managed during the construction phase, there is a risk that actual costs exceed the available budget. This may mean the Petersfield Partnership CIO approach the Council for additional funding to close the funding gap to complete the construction of the building. Alternatively, in the event that there are no other sources of funding, the Council is unable to provide additional funding and/or the Local Trust or other fund withdraw funding, the project may have to be abandoned, meaning that the Council may be left with a half-built sports hub to finish construction, manage and run or demolish.

This risk is mitigated to certain extent in that Petersfield Partnership have a contingency fund of £30,000 and have worked with the contractor to identify and cost all the possible risks that might be incurred during construction. Petersfield Partnership has confirmed that the contingency pot is sufficient to cover these risks. In addition the Partnership has contracted with a quantity surveyor to act as their client during the construction phase to manage costs.

Financial - grant agreements between the Council & Petersfield Partnership CIO

If the Council were to continue with the project without a grant agreement or deed of adherence in place (adequately covering the Council's obligations and passing the same to Petersfield Partnership CIO), the Council could be at risk of repayment of the grant to the Local Trust without the ability to claim the same from Petersfield Partnership CIO.

There is a further risk that the use of the hub building may become dominated by Saracens FC with the potential for community uses to be excluded.

This risk is mitigated to certain extent in that robust management and grant agreements will be in place prior to construction commencing that will set out the obligations on Petersfield Partnership. However, this will rely on the ability for the Council to require action by Petersfield Partnership CIO. However, given that Petersfield Partnership CIO is relatively new incorporated entity, there is the risk that any mitigations may not actually be viable in practice. This does, largely depend on Petersfield Partnership CIO's financial (and commercial) position, as it may not be financially able to reinstate the site should the works not be completed, and the Council would likely have nothing to gain from bringing a claim against Petersfield Partnership CIO due to lack of capital, assets etc. This would, therefore, almost always leave the Council with a site to manage, whether completed or not should Petersfield Partnership CIO be unable to proceed for any reason.

Robustness of Petersfield Partnership

As Petersfield Partnership CIO is relatively new, the Council has no guarantee of its stability (including from a financial perspective). The trustees have been in place since March 2023 and as such it is uncertain if this CIO have the capacity and skills to manage the building in the longer-term.

Planning

There is a risk that planning permission may not be granted for the amended scheme.

Reputation

If the Council does not pass the Big Local funds onto Petersfield Partnership CIO then the Council may be in breach of its obligations to act in good faith as the Locally Trusted organisation for the Big Local project.

If the Council is not seen as being active in its support for the Petersfield Community Hub, then this may harm the reputation of the council within the local area at a time when the Council is taking a lead on supporting a range of multi-agency interventions in the area.

Alternatively, there are also reputational risks if the project goes ahead and the Council is required to step-in for any reason, for example, if the construction does not complete or if Petersfield Partnership CIO are unable to manage the facilities

- 5.2. It is proposed that these risks are mitigated via conditions in the grant agreement and lease between the Council and Petersfield Partnership CIO as set out in para 3.9 plus securing commitments from Petersfield Partnership CIO to the following:
- Any building on the site to be the sole responsibility of the Partnership and not the Council;
 - Clear requirements around governance and reporting during the build that will allow the Council to have early warning of any potential issues.

6. Alternative options considered

- 6.1. The Council did consider delivering the project itself. But a number of risks were identified at the time including the ability of the Council to fundraise to secure the required budget to deliver the proposed hub building.

7. Consultation and feedback

- 7.1. The s.123 process entailed a notice being placed in the Gloucestershire Echo on 8th and 15th May advertising the proposed disposals of public open space to Saracens FC and the Petersfield Partnership and giving until 30th May for anyone to raise an objection. No objections were received OR The objections submitted are as follows:
- 7.2. In addition, the planning application was made available for public consultation. No objections were received.
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Report author:

Richard Gibson

Head of communities, wellbeing & partnerships

Appendices:

1. Risk Assessment
2. Climate Change Impact Assessment
3. Equality Impact Assessment
4. Site plan

Background information:

N/A

Appendix 1: Risk Assessment

Risk description	Risk owner	Impact score (1-5)	Likelihood score (1-5)	Initial raw risk score (1 - 25)	Risk response	Controls / Mitigating actions	Control / Action owner	Deadline for controls/ actions
FINANCIAL – PROCUREMENT PHASE If the cost construction estimates are not sufficiently robust, then there is a risk that quoted prices exceed the available budget. This may mean the Petersfield Partnership CIO approach the Council for additional funding to close the funding gap to begin the construction work.	Head of communities, wellbeing & partnerships	3	2	6	Reduce	Robust grant agreement between CBC and the partnership setting out that no construction work can start on-site until Petersfield Partnership have satisfied CBC that funding and project timeline is in place to enable successful delivery of the project. Petersfield Partnership now have a detailed cost plan for the construction dated 16 May 2025.	Head of communities, wellbeing & partnerships	July 2025
FINANCIAL – CONSTRUCTION PHASE If the construction costs are not actively managed during the construction phase, there is a risk that actual costs exceed the available budget. This may mean the Petersfield Partnership CIO approach the Council for additional funding to close the funding gap to complete the construction of the building. Alternatively, in the event that there are no other sources of funding, the Council is unable to provide	As above	3	3	9	Reduce	Robust grant agreement between CBC and the partnership setting out that no construction work can start on-site until Petersfield Partnership have satisfied CBC that funding and project timeline is in place to enable successful delivery of the project. Petersfield Partnership have a contingency fund of £30,000 and have worked with the contractor	As above	December 2025

Risk description	Risk owner	Impact score (1-5)	Likelihood score (1-5)	Initial raw risk score (1 - 25)	Risk response	Controls / Mitigating actions	Control / Action owner	Deadline for controls/ actions
additional funding and/or the Local Trust or other fund withdraw funding, the project may have to be abandoned, meaning that the Council may be left with a half-built sports hub to finish construction, manage and run or demolish.						to identify all the possible risks that might be incurred and the contingency pot is sufficient to cover these risks. In addition the Partnership has contracted with a QS to act as client during the construction phase to manage costs.		
FINANCIAL - GRANT AGREEMENTS – BETWEEN CBC & PETERSFIELD PARTNERSHIP If the Council were to continue with the project without a grant agreement or deed of adherence in place (adequately covering the Council's obligations and passing the same to Petersfield Partnership CIO), the Council could be at risk of repayment of the grant to the Local Trust without the ability to claim the same from Petersfield Partnership CIO. There is a further risk that the use of the hub building may become dominated by Saracens FC with the potential for community uses to be excluded.	As above	3	3	9	Reduce	Ensure appropriate grant and management agreements are in place to govern the relationship between CBC and Local Trust, and between CBC and Petersfield Partnership as per the recommendations set out in this report.	As above	July 2025

Risk description	Risk owner	Impact score (1-5)	Likelihood score (1-5)	Initial raw risk score (1 - 25)	Risk response	Controls / Mitigating actions	Control / Action owner	Deadline for controls/ actions
S.123 DISPOSAL If CBC were to grant a lease or otherwise dispose of the land without undertaking the correct statutory process with regards to Public Open Space, CBC may be at risk of judicial review. Any objections need to be considered and dealt with appropriately.	As above	4	1	4	Reduce	The s.123 process was undertaken with a timescale in place to allow sufficient time for objections to be considered by Cabinet in conjunction with the proposal to grant the lease. In the end, no objections were received.	As above	July 2025
ROBUSTNESS OF PETERSFIELD PARTNERSHIP As Petersfield Partnership CIO is relatively new, the Council has no guarantee of its stability (including from a financial perspective). The trustees have only been in place since March 2023 and as such it is uncertain if this CIO have the capacity and skills to manage the building in the longer-term.	As above	3	4	12	Reduce	Ongoing support from Local Trust to support Petersfield Partnership including help with business planning, policy writing and governance skills.	As above	March 2026
PLANNING There is a risk that planning permission may not be granted for the amended scheme.	As above	3	2	6	Reduce	The planning application was submitted at the beginning of April and is due to be determined on 4 June 2025. The lease and grant agreements will be conditional on PP obtaining a suitable	As above	June 2025

Risk description	Risk owner	Impact score (1-5)	Likelihood score (1-5)	Initial raw risk score (1 - 25)	Risk response	Controls / Mitigating actions	Control / Action owner	Deadline for controls/ actions
						planning permission by a specified date.		
REPUTATION If the Council does not pass the Big Local onto Petersfield Partnership then the council may be in breach of its obligations to act in good faith as the Locally Trusted organisation for the Big Local project.	As above	3	3	9	Reduce	One Legal providing legal advice as to the proposed grant agreement. Proceed with the Cabinet decision.	As above	July 2025
REPUTATION If the Council is not seen as being active in its support for the Petersfield Community Hub, then this may harm the reputation of the Council within the local area at a time when the Council is taking a lead on supporting a range of multi-agency interventions in the area.	Director Community and Economic Development	3	3	9	Reduce	Proceed with the Cabinet decision.	As above	July 2025

Appendix 2

Climate Change impact assessment – summary report

Petersfield Community & Sports Hub



Key

	Significant and/or long-term positive impact identified. No changes needed.
	Slight or short-term positive impact identified. No changes needed but could be reviewed to improve.
	Not applicable or no cause for concern.
	Slight or short-term negative impact identified. Review to identify possible improvements.
	Significant and/or long-term negative impact identified. Changes needed before proceeding.

ENVIRONMENTAL	Scores	Action	Justification
Greenhouse Gases	-2	Review - identify possible improvements	The building will need heating, and this electrical use will have an impact on Greenhouse Gases.
Air quality	0	No action required.	It is not believed that the building will have any impact on air quality - there will be a small kitchen, but this will not be used for catering purposes.

Sustainable Transport	4	No action required	The building's core purpose is to support the immediate community of the Moors - hence it is expected that the majority of journeys to the building will be on foot. However, Saracens Football Club will also be using the building and a proportion of their players / staff and spectators will be arriving using their own vehicles as they do currently.
Biodiversity	-1	Review - identify possible improvements	as above - The site of the building currently includes a small area of grass. As part of the planning application a bio-diversity net gain report was produced to mitigate the loss of a small quantity of grass. Mitigations will be delivered onsite via planting 3 native sampling sized trees and at least 6 m of native hedgerow.
Land use change	-1	Review - identify possible improvements	The site of the building currently includes a small area of grass. As part of the planning application a bio-diversity net gain report was produced to mitigate the loss of a small quantity of grass. Mitigations will be delivered onsite via planting 3 native sampling sized trees and at least 6 m of native hedgerow.
Soil and waterway health	0	No action required.	The building is located near the River Chelt, so there is some sensitivity around how waste and rain water is dealt with.
Climate Change Adaptation	2	No action required	The building will be designed to be resilient as possible to climate change impacts and being a community centre, there is an opportunity to use the space to help the local community understand the impacts of climate change and what adaptations / changes in behaviour they can make within their own lives.
Energy Use	-2	Review - identify possible improvements	This is a new building of c.170 sqm - the building will need to be heated and currently this will be via mains electricity. The building will be built to be as energy efficient as possible to both mitigate the impacts on climate change but to also reduce the running costs of the building.
Waste	-2	Review - identify possible improvements	The new building will house new activities including community, sports and leisure uses. As a result, a certain amount of waste will be produced. All attempts will be made to make sure as much as possible is recycled as possible.
Sustainable Materials	-2	Review - identify possible improvements	The building wherever possible will be constructed using sustainable materials - we are going through the procurement process at the moment, and suppliers have been asked to explain their approach to helping the construction and long term use of the building achieve net zero.
SOCIAL	Scores	Action	Justification
Food	0	No action required.	The building will support community activities in the Moors - one of the activities being considered will be a food pantry to enable local residents to access cheaper food - building on the success of a previous food project that ran until 2022. In addition, health partners are keen to use the building to promote healthy lifestyles.

Health	0	No action required.	The building will play an important role in supporting the health and wellbeing of the local community - health colleagues have already discussed how they can use the building in the future, plus its role as a sporting club will also help promote healthy lifestyles.
Housing	1	No action required	Over time, the building will help create a more sustainable community in the Moors and so help with the overall management of the estate.
Education	0	No action required.	The building has the opportunity to be used to support lifelong learning and skills development within the local community, plus opportunities for volunteering.
Community	0	No action required.	The building will be the catalyst for improvements to local green spaces within its vicinity. These green spaces have not been improved for many years and are overgrown and unkempt. A plan for the revitalisation of the green spaces will be drawn up in conjunction with CBC.
Culture	0	No action required.	The hub building has the potential to be used as a community space for cultural activities, there are no firm commitments yet, but these will be explored with partners via the culture board.
Accessibility	0	No action required.	The hub building will be designed with accessibility at its heart and have level access throughout. Activities to be delivered from the building will help the local community digital, social and financial barriers.
Local Economy and Jobs	0	No action required.	The building has the opportunity to be used to support lifelong learning and skills development within the local community, plus opportunities for volunteering, that will support the local economy.
Safety	0	No action required.	The hub building is an integral part of a strategy to reduce the impact of crime within the local community; the estate has currently got issues with organised criminal gangs, and a multi-agency response is being delivered. The building will provide much needed community space to increase community resilience.
Democratic Voice	0	No action required.	The hub building has come about as a result of much engagement with the local community - they have expressed their desire to benefit from community facilities. The local community will be engaged throughout the construction phase through regular updates - and as part of the running of the building.
Equity	0	No action required.	A separate equality impact assessment has been carried out on the building and this shows that there are no negative equality impacts as a result of the project.

Appendix 3 – equality impact assessment

Community impact assessments – for services, policies and projects

What is a community impact assessment?

A community impact assessment is an important part of our commitment to delivering better services for our communities. The form will help us find out what impact or consequences our functions, policies, procedures and projects have on our communities, as well as employees and potential employees.

By undertaking an impact assessment, we are able to:

- Take into account the needs, experiences and circumstances of those groups of people who use (or don't / can't use) our services.
- Identify any inequalities people may experience.
- Think about the other ways in which we can deliver our services which will not lead to inequalities.
- Develop better policy-making, procedures and services.

Background

Name of service / policy / project and date	Petersfield Community & Sports Hub
Lead officer	Richard Gibson, Head of communities, wellbeing & partnerships
Other people involved in completing this form	

Step 1 - About the service / policy / project

What is the aim of the service / policy / project and what outcomes is it contributing to	The Petersfield Community and Sports Hub building has been developed over the last four years by the St Peter's and The Moors Big Local Partnership (SPTM) to create a lasting legacy within the area. In March 2023, the Petersfield Partnership CIO (charitable incorporated organisation) was established for the purpose of delivering the hub project. The hub project is part of a wider over-arching strategy to support the Moors estate. Construction is hoped to begin in Summer 2025, and be complete by the start of 2026.
Who are the primary beneficiaries of the service / policy / project and how do they / will they benefit	Local residents living on the Moors estate and in the wider area Saracens Football Club, players and spectators
How and where is the service / policy / project implemented	The hub project will be built on some green open space to the immediate west of the current Saracens FC football pitch
What potential barriers might already exist to achieving these outcomes	Funding

Step 2 – What do you know already about your existing / potential beneficiaries

What existing information and data do you have about your existing / potential beneficiaries e.g. Statistics, customer feedback, performance information	The population of the estate is approx. 620 people. There is a relatively high percentage of young people living on the estate with 42% aged under 25. There is also a perception that there is a high percentage of vulnerable adults living in the community. The estate is geographically isolated from the wider Cheltenham community with the four lane A4019 Tewkesbury Road to the north, the mainline Bristol to Birmingham railway and the Saracens football ground to the east and a business estate to the west. The southern boundary is formed by the River Chelt and a linear park (Chelt Walk) which includes a disused BMX track and an abandoned rose garden. The only road access is via the A4019.
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	The Moors has no shops, no community facilities and no service points for local agencies. The nearest small shop together with a takeaway, an off licence and a bookmakers requires a 0.5km walk along the busy A4019, over the railway bridge and then across four lanes of traffic. The obstacle of the A4019 creates a significant challenge for young families and anyone who is mobility-impaired so is a major contributor to the isolation experienced in the area.
What does it tell you about who uses your service / policy and those that don't?	The Council manages part of the estate. Housing services have actively engaged with local residents and a summary of reported issues includes: • Limited community engagement • A lack of trust and confidence in local agencies • Community safety concerns, exacerbated by an under-reporting of crime and ASB • Presence of an organised crime group on the estate, creating an atmosphere of fear and intimidation
What have you learnt about real barriers to your service from any consultation with customers and any stakeholder groups?	As above, engagement with the local community has consistently demonstrated the need for the hub building
If not, who do you have plans to consult with about the service / policy / project?	

Step 3 - Assessing community impact

How does your service / policy / project impact on different groups in the community?

Group	What are you already doing to benefit this group	What are you doing that might disadvantage this group	What could you do differently to benefit this group	No impact on this group
People belonging to race, cultural and ethnic groups	The building will benefit from an equality and diversity policy, that will	Nothing identified	It is suggested that equality progress will be	

	set out the Partnership's approach to ensuring that everyone within the community can access the building and benefit from it.		monitored via an annual audit	
People who are male or female, non-binary or other	As above	Nothing identified	As above	
People who intend or plan to undergo or who are undergoing or have undergone gender reassignment	As above	Nothing identified	As above	
People of different ages, including children and older people	The building will have a specific role to support children and young people in the community and older people	Nothing identified	As above	
People with disabilities and/or mental health conditions	As above. The building will be designed to have level access throughout	Nothing identified	As above	
People who have a religion or belief, or who do not	As above	Nothing identified	As above	
People who are who are gay, lesbian, bisexual, heterosexual	As above	Nothing identified	As above	
People who are married or in a Civil Partnership	As above	Nothing identified	As above	

People who are pregnant or subject to maternity arrangements	As above	Nothing identified	As above	
Other groups or communities	The building will support a low-income community	Nothing identified	As above	

Step 4 - what are the differences

Are any groups affected in different ways to others as a result of the service / policy / project?	None identified at this stage
Does your service / policy / project either directly or indirectly discriminate?	No
If yes, what can be done to improve this?	N/A
Are there any other ways in which the service / project can help support priority communities in Cheltenham?	None identified at this stage

Step 5 – taking things forward

What are the key actions to be carried out and how will they be resourced and monitored?	For the Petersfield Partnership to prepare an equality and diversity policy for the building to ensure that everyone within the community can access the building and benefit from it.
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Who will play a role in the decision-making process?	The trustees of Petersfield Partnership CIO
What are your / the project's learning and development needs?	None identified at this stage
How will you capture these actions in your service / project planning?	None identified at this stage

Appendix 4 – site plan

