

Cheltenham Borough Council
Cabinet Meeting – 17th September 2013

**Request for consent for the council to enter into a deed dedicating
Weavers Field and The Burrows Playing Field as Queen Elizabeth
II Fields with the organisation Fields in Trust**

Accountable member	Roger Whyborn, Cabinet Member Sustainability
Accountable officer	Grahame Lewis
Ward(s) affected	Warden Hill and Leckhampton
Key Decision	Yes/No
Executive summary	<p>Requests have been made by councillors to consider dedicating Weavers Field and The Burrows Playing Field as Queen Elizabeth II Fields with the organisation, Fields in Trust (the operating name of the National Playing Fields Association).</p> <p>The NPFA are the Trustees of the Charity, 'King George's Fields Foundation'. There are 471 dedicated King George's Fields including one in Cheltenham.</p> <p>The Queen Elizabeth II Fields Challenge is a legacy initiative to mark both the Queen's Diamond Jubilee and the London Olympics.</p> <p>Legal advice is that this dedication has to be a Cabinet decision.</p>
Recommendations	To support the signing of a Deed Of Dedication with Fields in Trust pertaining to Weavers Field and The Burrows Playing Field to protect their existing use.

Financial implications	<p>There are no financial implications arising from this report.</p> <p>Contact officer: Sarah Didcote, Sarah.Didcote@cheltenham.gov.uk, 01242 264125</p>
Legal implications	<p>Entering into the deed will fetter the Council's power to deal with the land, as set out in the report. If any buildings on the relevant area of land are also dedicated, they too will be bound by the provisions of the deed, and will have to have regard to any advice given from time to time by Fields in Trust on the management and running of the property.</p> <p>The proposal would also incur minor Land Registry costs (in the region of £150).</p> <p>Contact officer: Rose Gemmell, Rose.gemmell@tewkesbury.gov.uk, 01684 272014</p>

HR implications (including learning and organisational development)	No direct HR implications arising from this report Contact officer: Julie McCarthy HR Manager (GO Shared services), julie.mccarthy @cheltenham.gov.uk, 01242 264355
Key risks	No change to current land use
Corporate and community plan Implications	2011-15 Corporate Strategy Objective:- Enhancing and protecting our environment Outcome:- Cheltenham's natural and built environment is enhanced and protected
Environmental and climate change implications	The Deed of Dedication would safeguard the natural environment at both these green spaces. Weavers Field has the potential to be managed in a style that could encourage an increase in diversity while still providing informal recreation. The Burrows, while predominantly a sports field, also has the potential for an increase in diversity around its perimeter and a corresponding reduction in the inputs required to maintain a more natural environment.
Property/Asset Implications	The dedication of the playing fields will fetter any future alternative uses for the land. Contact officer: David Roberts@cheltenham.gov.uk

Background

- 1.1 In 2011, contact was made with this council by Fields in Trust [FIT] (the operating name for the National Playing Fields Association) to invite the councils interest in dedicating one or more sites for the Queen Elizabeth II Fields Challenge [QEII Field]
- 1.2 The Queen Elizabeth II Fields Challenge is a legacy initiative to mark both the Queen's Diamond Jubilee and the London Olympics. The aim is to protect 2012 playing fields and other recreational spaces to ensure access to outdoor sport, play and recreation for future generations. Areas designated as QEII Fields will be marked by a plaque and protected for public recreation by means of a deed of dedication.
- 1.3 The Deed of Dedication is intended to protect the land in perpetuity and not allow changes from the permitted use as a playing field and recreation ground (clause 3.1) or to sell without consent by FIT. There is some flexibility whereby an exchange of sites is allowed for (clause 4.1). A blank copy of the Deed of Dedication is attached as appendix 2
- 1.4 Suggestions have been made by councillors that two fields be considered for QEII Fields dedication. These are Weavers Field in Warden Hill and The Burrows Playing Field in Leckhampton. These are respectively a natural area used for informal recreation and a formal sports field. One Legal advise that a cabinet level decision is required on executing a Deed dedicating Weavers Field and The Burrows Playing Field as Queen Elizabeth II Fields with The Fields in Trust.

2. Reasons for recommendations

- 2.1 Dedication of these areas of open space as Queen Elizabeth II Fields engenders civic pride and provides this part of the Borough a lasting tribute and legacy to Her Majesty whilst ensuring

continued use of the land for the purposes of external public recreation and enjoyment.

3. Alternative options considered

3.1 Do nothing and maintain the status quo.

With regard to The Burrows Playing Field, there is some oversight to any proposed development the council may wish to make. Sport England is a statutory consultee on planning applications and development control matters involving the loss of existing or former playing fields. Sport England expect to be consulted on any proposal affecting playing fields of 0.2ha or more and any proposal resulting in the creation or loss of a major sports facility.

With regard to Weavers Field, there is the potential for a Nature Reserve designation to be put in place but previous discussions regarding this have met with local opposition.

4. Consultation and feedback

4.1 Strong local support for measures to protect Weavers Field emerged during recent public consultations held regarding potential allotment sites

5. Performance management –monitoring and review

5.1

Report author	Contact officer: tony.mcnamara@cheltenham.gov.uk, 01242 774519
Appendices	1. Risk Assessment 2. Deed of Dedication, blank
Background information	1.

The risk				Original risk score (impact x likelihood)			Managing risk				
Risk ref.	Risk description	Risk Owner	Date raised	Impact 1-5	Likelihood 1-6	Score	Control	Action	Deadline	Responsible officer	Transferred to risk register
	Any risks associated with equality impact			1	1	1	None				
	Any environmental risks			1	1	1	None				
	Agreeing to dedication and then missing deadline to achieve this with FIT would risk adverse publicity			2	2	4	Reduce	Have all relevant paper work ready to action if cabinet decision is to proceed	Process to be completed within 4 weeks of cabinet decision to meet FIT deadline		
<p>Explanatory notes</p> <p>Impact – an assessment of the impact if the risk occurs on a scale of 1-5 (1 being least impact and 5 being major or critical)</p> <p>Likelihood – how likely is it that the risk will occur on a scale of 1-6 (1 being almost impossible, 2 is very low, 3 is low, 4 significant, 5 high and 6 a very high probability)</p> <p>Control - Either: Reduce / Accept / Transfer to 3rd party / Close</p>											

FIELDS IN TRUST – QUEEN ELIZABETH II FIELDS

Annotated Non-Charitable Deed of Dedication

Local Authority Protected

[Party] (1)

and

National Playing Fields Association (2)

[Site Name]

BETWEEN

- (1) [PARTY 1] and its successors in title (the **Council**); and
- (2) **NATIONAL PLAYING FIELDS ASSOCIATION**, operating as Fields in Trust, of Kings Chambers, 15 Crinan Street, London N1 9SQ a Royal Charter Organisation established for charitable purposes (registered charity number 306070) and its successors in title (**FIT**)

(the Council and FIT being together called the **Parties**)

WHEREAS:

1. The property more particularly specified in the Schedule (the Property) forms part of the corporate property of the Council.
2. The parties have contracted in correspondence that the Property will be dedicated in the manner and for the purposes set out below (but without any intention to create any charitable trust), and in accordance with the mutual undertakings given by the parties.

This clause establishes the contract.

3. The Council gives the following undertakings:
 - 3.1 Not to use the Property or permit the Property to be used for any purpose other than as a [public playing field and recreation ground];

The user clause refers to the property being for “a public playing field and recreation ground”. Depending on the property’s current or future use, the user clause can be amended by mutual agreement. For example, it could include reference to open space or to buildings such as village or community halls or to public indoor leisure facilities.

- 3.2 Subject to clause 4, not (in so far as it has the power to do so) to dispose of the Property without the consent of FIT;

This clause establishes additional protection through FIT consistent with the objectives of the queen Elizabeth II Fields Challenge.

- 3.3 It will not (in so far as it has the power to do so) erect any building or structure on the Property the use of which falls outside of the permitted use as stated in Clause 3.1 without the consent of Fields in Trust;

Decisions relating to new buildings and structures, or alterations of the same, which fall within the user clause are solely in the control of the landowner or its tenant(s).

- 3.4 To inform FIT without delay of any proposals, intentions or decisions to dispose of or erect any structures on the Property;

This clause supports the objective of protecting the site's recreational use.

- 3.5 To maintain the Property and so far as is consistent with its duties as a local authority to have regard to any advice given from time to time by FIT on the management and running of the Property;

This clause establishes an advisory role for FIT without interfering with the management rights and responsibilities of the authority.

- 3.6 To erect a notice on the Property in the form of a signage provided by FIT relating to the background of FIT and the Queen Elizabeth II Fields and giving recognition of financial support where required;

This is an essential part of the QEII Fields Challenge

- 3.7 To apply within three months of the date of this Deed on form RX1 annexed hereto for the registration in the proprietorship register of the registered title of the Property at the Land Registry of a restriction to the following effect:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written certificate signed by FIT of 15 Crinan Street, London N1 9SQ or by its conveyancer that the provisions of paragraph 4 of The Deed of Dedication dated [] between [] (1) and National Playing Fields Association (2) have been complied with";

This is an essential part of the land registration and protection process.

- 3.8 To apply within three months of the date of this Deed on form AN1 annexed hereto for the registration in the charges register of the registered title of the Property at the Land Registry of a notice to the following effect:

" A Deed of Dedication dated [] between [] (1) and National Playing Fields Association (2)"; and

This is an essential part of the land registration and protection process.

- 3.9 To notify FIT immediately once the registrations referred to in clauses 3.7 and 3.8 have been completed.

4. Notwithstanding clause 3.2, FIT may at its absolute discretion consent to the disposal of the Property provided that the Council at the request of FIT:

- 4.1 Replaces or agrees to replace the Property with a piece of freehold land approved by FIT which is of equivalent or better quality than the Property, with equivalent or better facilities than the

Property, of the same or greater dimensions than the Property, in the same catchment area as the Property, and as accessible to the public as the Property (the **Replacement Site**) and applies such of the proceeds of any sale of the Property as are necessary to do so; and

- 4.2 Enters into another deed of dedication on the same terms as this Deed in respect of the Replacement Site.

Clauses 4.1 and 4.2 take account of potential future change by guaranteeing flexibility in terms of specific location provided the specified criteria are met.

5. FIT undertakes that it will:
 - 5.1 Not unreasonably withhold consent to disposal of the Property or the erection of any structures upon it, subject to its duty to perform its charitable objects and provided that the provisions of clause 4 of this Deed have been complied with;
 - 5.2 Respond without delay to any notifications of intended disposal or erection of structures, or to any requests for advice; and
 - 5.3 Notify the Council without delay of any concerns or matters of advice to which it requires the Council to have regard.
6. The Council DEDICATES the property in celebration of the Diamond Jubilee of Her Majesty Queen Elizabeth II as a public playing field and recreation ground for the benefit of the inhabitants of [] and thereabouts and the site will be titled the Queen Elizabeth II Field []

This is the essential naming clause referring to the dedication as a Queen Elizabeth Field. The user definition (given as 'playing field and recreation ground here) can be varied according to the site.

IN WITNESS whereof this Deed of Dedication is executed the day and year first before written

schedule

All that freehold property known as land at [] which is identified on the plan outlined in red and annexed to this Deed being Title Number [].

EXECUTED as a **DEED** by affixing the

The **COMMON SEAL** of

[]

in the presence of:

Councillor

Councillor

EXECUTED as a **DEED** by affixing the

The **COMMON SEAL** of

NATIONAL PLAYING FIELDS

ASSOCIATION

in the presence of:

Member of Council

Member of Council