



## Corporate Property Group

<b>Report Subject</b>	<b>Potential Transfer of Play sites and other BCP assets to Christchurch Town Council</b>
<b>Meeting Date</b>	<b>8<sup>th</sup> December 2021</b>
<b>Decisions Required:</b>	
<ul style="list-style-type: none"> <li>• To recommend that the proposal to transfer the assets originally identified by Christchurch Borough Council be taken forward and to consider the request from Christchurch Town Council (CTC) to include the play area leased in by BCP Council at Scotts Hill Lane (as well as all other Play areas).</li> <li>• To consider the terms for transfer outlined in the Heads of Terms (<b>Appendix 1</b>)</li> <li>• To consider the principle of BCP surrendering the Scotts Hill Lane play part of its lease at Purewell (<b>Appendix 2</b>) so CTC can take that play facility on too. The surrender of lease and new lease of the play area between CTC and Meyrick Estates depends on third party agreement. It is anticipated that the surrender of the land from within our lease will be completed simultaneously with the grant of a new lease to CTC.</li> <li>• To recommend that the Council commence the process by advertising the prospective disposal of open space land so that all objections and representations can be taken into account in considering whether or not to transfer these sites to CTC.</li> <li>• To recommend that BCP Council continues Grounds Maintenance functions under an extended Service Level Agreement (SLA) with CTC, with the cost being recharged.</li> <li>• To agree a non-recurring fund of £5000. This would be identified as a budget pressure withing existing budgets and be used to pay for legal and estates fees incurred to progress this proposal. Budget will also be required to complete the land transfer process if approved.</li> <li>• To delegate authority to the Corporate Property Officer to progress the negotiations on the final terms and conditions of transfer.</li> </ul>	
<b>Reason for the Decisions</b>	
<ul style="list-style-type: none"> <li>• CTC is the Local Authority (Tier 3) and is best able to maintain and improve the play and recreation offer for the residents within their administrative area. This allows local decision making in line with its strategic plans and using funding raised via its precept.</li> <li>• BCP Council will be able to provide grounds maintenance and play inspection services for an agreed period to ensure smooth hand over of the facilities and seamless delivery of services based on the service standards previously delivered.</li> </ul>	
<b>Background:</b>	
<ul style="list-style-type: none"> <li>• Christchurch Full Council established a Community Governance Review Task and Finish Group in 2018. Councillors were appointed to consider and make recommendations in relation to the transfer of assets and services to the new town and parish council, including calculating the anticipated precept requirements. They made recommendations which were reported to Full Council on 11 December 2018, which approved the sites to be transferred (Minute 202 refers).</li> <li>• The Task and Finish Group wanted to recommend that play areas be transferred to CTC. However Christchurch Play Legacy Project, which involved major renewal and refurbishment of play areas throughout the old Borough, wasn't completed, so the transfer could not place until after local government reorganisation.</li> <li>• The result was that play areas couldn't be included because</li> </ul>	

- there would be the legal requirement to advertise any disposal and consider any objections made before any decision to dispose could be made.
- it wasn't possible to approve transfer when terms needed to be agreed with a new town council yet to be established.
- Instead the legacy Council asked for this to be taken forward by BCP Council (See **Appendix 3** containing Appendix 1 of the Full Council Report, 11<sup>th</sup> December 2018 for sites and functions recommended for transfer)
- The areas/ facilities proposed for transferred to Christchurch Town Council (CTC) (**Appendix 4**) are at:
  - Arena Wheelpark,
  - Barrack Road Recreation Ground, including play and fitness areas,
  - Endfield Road play area,
  - Knapp Mill play area (wider area already transferred to CTC),
  - Mudeford Quay play area,
  - Mudeford Rec play area (the western area of this Recreation Ground already transferred to CTC),
  - River Way play area,
  - Rutland Road play area (allotment site adjacent already transferred to CTC),
  - Watermans Park play areas.
- Play inspections and routine daily maintenance will be provided at least in the initial period by BCP Council, to ensure they remain to standard and safe for public use.
- The cost for play work will be included in a revised Service Level Agreement and paid for by CTC.
- The cost of maintaining these assets has been prepared based on current standards (**Appendix 5**). If included within the existing SLA between BCP and CTC, it will extend the remit of SLA and set the fee for rechargeable work, alongside the specification agreed with the new owners.
- A valuation of the assets involved in any transfer has been assessed. A further valuation may be required to establish the exact amount of undervalue. The legal situation over the transfer of assets at undervalue by the Local Authority has been checked and advice provided (**Appendix 6**.)
- As noted, it was the intention for CTC to take the BCP owned play areas. Scotts Hill Lane was not included in the list because it is leased in and the Lease prohibits any assignment of it. CTC also has plans for refurbishing and bringing Scotts Hill Play Area back into use. This will need separate negotiation and agreement with the land owner, Meyrick Estates. Permission to negotiate is sought.

#### **Finance and Resourcing Implications:**

- The play project approved by Christchurch Borough Council in July 2018 contained an overall £5k per site allocation towards the cost of the future maintenance of the play areas should they be transferred to Parish or Town Councils. *(At that time, the community governance review had not been concluded so it was not known if there would be any new parish councils established within the Christchurch area.)* There is residual budget left in the capital allocation for delivering the Christchurch Play Legacy project. Based on the original proposals for transfer there should be non-recurring funds still to be made available to CTC for the short term maintenance of those transferred play areas. This is to assist for the first five years.
- BCP Council's asset valuation is to be professionally calculated Currently the council has recurring expenditure on its public open spaces for a range of activities and services, including premises & equipment, grounds maintenance, tree management, street furniture, hard landscaping and other Recreation Ground infrastructure. It is not possible to quantify the overall operational or capital expenditure for refurbishment and renewal currently incurred by the Council.

- The revenue required for maintenance at these sites will fall upon CTC, but BCP will lose income from events and pitches. The overall equation suggests BCP will spend less on revenue maintenance in future but lose control of these sites.
- Investment into these facilities/ services has been made to ensure activities can continue. This was recently the case with major play refurbishment taking place. Any new capital investment required would be the responsibility of CTC and not BCP unless BCP agreed some specific element of support.
- A non-recurring fund of £5,000 is needed for estates, valuation and legal work. This will be considered a budget pressure with the aim to absorb cost within existing budgets.

<b>Portfolio Holder</b>	Cllr Drew Mellor (Estates); Cllr Mark Anderson (Environment Parks & Bereavement)		
<b>Corporate Director</b>	Kate Ryan		
<b>Ward</b>	Commons, Christchurch Town, Mundeford, Stanpit & West Highcliffe		
<b>Ward Councillors</b>	Cllrs Margaret Phipps, Vanessa Ricketts, Mike Cox, Peter Hall, Lesley Dedman, Paul Hilliard & Nick Geary		
<b>Contact Name</b>	Ian Poultney, Alan Ottaway	<b>Date:</b>	6 <sup>th</sup> December 2021

**APPENDIX 1 – Heads of Terms**

**CONFIDENTIAL**

**Proposed Heads of Terms – Issue (Rev.1) – Date of Issue:**

1.	<b>Description of properties, including site area, plan no. title nos. and any parking included in the demise:</b>	<ol style="list-style-type: none"> <li>1. Two Riversmeet Arena Wheelpark</li> <li>2. Barrack Road Recreation Ground (including play and fitness areas)</li> <li>3. Knapp Mill Play Area</li> <li>4. Mudeford Quay Play Area</li> <li>5. Mudeford Recreation Ground Play Area</li> <li>6. River Way Play Area</li> <li>7. Rutland Road Play Area</li> <li>8. Waterman's Park Two Play Areas</li> <li>9. Waterman's Park Skate Park</li> </ol> <p>Refer attached Plans: - APPENDIX 1 * + other attachments.</p>
2.	<b>Name and Address of Transferor:</b>	<p>Bournemouth, Christchurch, and Poole Council (BCP Council). BCP Civic Centre, Bourne Avenue, Bournemouth</p> <p>BH2 6DY</p>
3.	<b>Transferor's Solicitors:</b>	<p>Legal Services, Bournemouth, Christchurch, and Poole Council, Town Hall, Bourne Avenue, Bournemouth</p> <p>BH2 6DY</p>
4.	<b>Name and Address of Transferee:</b>	<p>Christchurch Town Council (c/o Dan Lucas – Town Clerk), Mayor's Parlour, 30 High Street, Christchurch BH23 1EA</p> <p><a href="mailto:townclerk@christchurch-tc.gov.uk">townclerk@christchurch-tc.gov.uk</a></p>
5.	<b>Transferee's Solicitors:</b>	<p>Please issue to Christchurch Town Council (CTC) in the first instance.</p>
6.	<b>Title Information:</b>	<p>Title Information – BCP Council will transfer the title it has to the assets and will not be required to give a better title or provide any title indemnity insurance and all existing maintenance responsibilities will pass to the acquiring Parish Council. The Town Council wants the Council to still inspect the play equipment. Entering an SLA under agreed terms for agreed period to be an obligation of transfer on both parties, but after agreed period the owners may do as they please to commission services.</p>

<b>7.</b>	<b>Proposed Heads of Terms:</b>	
<b>8.</b>	<b>Target Transfer Date</b>	1 <sup>st</sup> April 2022 (or alternative date based on when transfer can be expedited).
	<b>a. Transfer</b>	No sites which consist of or form part of an open space can be disposed of until the proposed disposals have been advertised in accordance with S.123 (2A) of the Local Government Act 1972 and if objections are received, these are considered before any decision to dispose is made by Cabinet. Cabinet reports to go via Corporate Property Group
	<b>b. Price (consideration)</b>  <b>c. Overage and Right to buy back</b>	One (1) Pound per site.  The sites are transferred on the basis that should CTC wish to sell any of the sites or should there be any change of use or planning approval for any development or change of use be granted or obtained at any time within a period of 80 years after completion of the transfer for any development or change of use (including implementation of permitted development rights), then BCP Council will have the right to buy back the relevant site for £1. If BCP Council does not exercise the right to buy back the site, BCP Council will be entitled to 50% (half) of any uplift in the value of the land. The payment of any sums due would be on the implementation of any planning approval or any disposal whichever occurred first. There will be an exemption to the right to buy back or the uplift payment for planning approval for replacement play equipment and also in respect of Barrack Road Recreation Ground for facilities ancillary to its use as a village green, provided that the relevant facility remains in the freehold ownership of CTC.
<b>9.</b>	<b>Site Plans</b>	Site plans with boundary details where known.
<b>10.</b>	<b>Rights &amp; Covenants</b>	The acquiring Town Council will take the assets subject to all existing rights and covenants which affect it and will be required to indemnify BCP Council against any breach of them.
<b>11.</b>	<b>Fields in Trust Status (QE II Field in Trust)</b>	Waterman's Park is a QEII playing field and therefore the consent of Fields in Trust will be required to the transfer of the Waterman's Park Play Areas and Wheelpark. It is likely that CTC would be asked to enter into a similar Deed of Covenant as the Council and the Council will be asked to pay the Fields in Trust's legal costs.
<b>12.</b>	<b>New Covenants</b>	The acquiring Town Council will be required to enter into covenants to use the asset in accordance with its existing use and further development will be prohibited unless in accordance with that use. In addition, other standard covenants will be imposed, including a no

		nuisance covenant, boundary covenants and other maintenance covenants where appropriate. CTC will enter into covenants to continue to use the Barrack Road Recreation Ground as a village green and the play areas as open space for the purpose of public recreation.
<b>13.</b>	<b>Additional Rights, Exceptions &amp; Reservations.</b>	As appropriate to the asset. For example, it may be necessary to grant a right of way to the asset over other land owned by BCP Council or to grant or reserve the right for services or the right of entry to maintain the asset or the Council's retained land. Reserved rights to apply for those sites which are part of larger sites still owned by BCP.
<b>14.</b>	<b>Other Provisions</b>	As appropriate, including standard clauses for non-fettering of BCP Council's rights, duties and obligations in its functions as a local authority despite the transfer; that for the purposes of Section 6(2) (a) of The Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the acquiring Parish Council and where BCP Council retains land, the reservation of light and air.
<b>15.</b>	<b>Existing Leases</b>	Where the asset is leased to a third party, the Town Council becomes the landlord in place of BCP Council and responsible for the landlord's covenants/maintenance obligations as set out in the lease. Where appropriate, the necessary releases will be given to BCP Council. CTC will also take subject to any existing hiring out agreements (including for any events which have been booked prior to the date of transfer).
<b>16.</b>	<b>Terms</b>	All terms will be agreed subject to contract.
<b>17.</b>	<b>Disposal</b>	No disposal of land consisting of forming part of an open space can be made unless the statutory requirements of S.123 (2A) of the Local Government Act 1972 have been met. <i>We have to advertise the disposal – the Town Council may think that is not necessary because they do not plan to change the use, but that is not the point – it is the disposal which triggers the requirement.</i>
<b>18.</b>	<b>Special Maintenance Obligations (if any)</b>	If BCP Council are granting access over BCP land, then provision will be made to recharge for access maintenance 'according to user'.

<b>19.</b>	<b>Condition of the Assets on Transfer</b>	As at the date of transfer and BCP Council gives no warranty as to the condition of the assets.
<b>20.</b>	<b>Costs:</b>	VAT, the Town Council's legal and other costs, Land Registry Fees, Stamp Duty and all other taxes are to be borne by the CTC. <i>That means the Town Council pay their own costs incurred in connection with the Transfer.</i>
<b>21.</b>	<b>Insurance, Public Liability &amp; Negligence Claims etc.</b>	CTC as owner of these assets will therefore be the person in control and responsible for these liabilities.
<b>22.</b>	<b>Notes and Other Information/for Discussion</b>	Internal only – to be excluded from final HoTs release.
	<b>a. Proposed CTC SLA</b>	Refer to attached 'Proposed Terms of Transfer'
	<b>b. Mudeford Recreation Ground Play Area</b>	Most of this play area is held by the Mudeford Recreation Ground Charity. There will therefore not be a formal transfer of the land held by the Charity, but BCP Council would have to retire as Trustee and CTC be appointed as the new Trustee.
	<b>c. Insurance Comments</b>	Land owner to be fully responsible for assets and their insurance after transfer.
	<b>d. Scotts Hill Lane (was Highcliffe Recreation Ground)</b>	Will need to decide what actually would be transferred from within existing lease.
	<b>Funding</b>	£5k per play area from Xch Play Legacy Fund. This was ringfenced in the budget for refurbishing play areas as a commitment based on criteria for CTC & HWPC to fulfil eg for a play period of 5 years.
	<b>Other</b>	Once we have a working first draft document, I will top and tail this form's presentation - appropriate for HoTs ready for issue to CTC - BW





**APPENDIX 2 – Extract from Appendix 1 of CBC’s Full Council Report, 11<sup>th</sup> December 2018: Sites and functions recommended for transfer**

**CHRISTCHURCH TOWN COUNCIL – TRANSFER OF ASSETS – Precise of Appendix 1 Full Council 12<sup>th</sup> December 2018.**

**Sites/Functions being considered (items in grey transferred April 2019)**

<b>Site/Function</b>	<b>Title/Powers</b>	<b>Issues to consider</b>	<b>Cost estimates</b>
<b>Allotments – Douglas Avenue (C1)</b>	The land was transferred 31st March 2019. The Local Government (Parishes and Parish Councils) (England) Regulations 2008 transfers any land to the parish council which immediately before the order date is held by a principal council for any purpose of the Allotments Acts 1908 to 1950 or is vested in a principal council and used for those purposes.	<b>N/a</b>	<b>Nil</b>
<b>Allotments – Rutland Road (C2)</b>	The land was transferred 31st March 2019. The Local Government (Parishes and Parish Councils) (England) Regulations 2008 transfers any land to the parish council which immediately before the order date is held by a principal council for any purpose of the Allotments Acts 1908 to 1950 or is vested in a principal council and used for those purposes.	<b>N/a</b>	<b>Nil</b>
<b>Allotments – Southey Road (C3)</b>	The land was transferred 31st March 2019. The Local Government (Parishes and Parish Councils) (England) Regulations 2008 transfers any land to the parish council which immediately before the order date is held by a principal council for any purpose of the Allotments Acts 1908 to 1950 or is vested in a principal council and used for those purposes.	<b>N/a</b>	<b>Nil</b>
<b>Arena Wheel Park (C4)</b>	This land is owned freehold by the Council and is not subject to any covenants restricting its use.	<b>Budget</b> All play area income and expenditure is in one budget, so would need to be split out. <b>Operating Costs</b>	<b>Summary</b> Income 2018 – Nil Operational Expenditure inspections and

	<p>The site is built upon contaminated land.</p> <p>The wheel park shares the electrical supply with the nearby MUGA and there will be a need to separate supplies to ensure separate metering arrangements and bill charging. There will be a need for rights of access for maintenance, servicing and repair over the Council's retained land</p>	<p>Inspection and maintenance  <b>Other Expenditure</b> Replacement of play equipment Insurance  <b>Staffing Requirements</b> Administration/dealing with contractors e.g. for inspections  Grounds maintenance Specialist Equipment and  <b>Consequential Storage</b>  Grounds maintenance equipment</p>	<p>routine maintenance (Apportionment) - £4,820    <b>Net Expenditure - £4,820</b></p>
<p><b>Barrack Road Recreation Ground (including play area and new fitness trail around the perimeter of the site) (C5)</b></p>	<p>This is owned freehold by the Council and was allotted under the Portfield Inclosure Award as a place for exercise and recreation of the inhabitants of Christchurch. This is a registered town/village green. This means that the land has to be kept available for the lawful sports and pastimes of the inhabitants of Christchurch. It is a criminal offence to encroach on or enclose the land or to erect anything on the land which interferes with the use as a village green, unless it is for the better enjoyment of the land as a town/village green.</p>	<p><b>Leases/Licences &amp; other relevant Agreements</b></p> <ul style="list-style-type: none"> <li>• Hiring out of Pitches</li> <li>• Funfair Licence(permitted because a historic use of the green)</li> <li>• Contract about to be let for the fitness trail, so to avoid issues surrounding the contract, transfer should take place once the fitness trail is finished.</li> </ul> <p><b>Operating Costs</b> Inspection and maintenance Pavilion Maintenance  Floral Displays  Inspection and maintenance of play equipment</p> <p><b>Other Expenditure</b>  Replacement of play equipment  Insurance  Utilities  Hiring out of sports ground/pavilion Rates</p> <p><b>Staffing Requirements</b>  Administration/dealing with contractors e.g. for inspections  Grounds maintenance Building Maintenance</p> <p><b>Specialist Equipment and Consequential Storage</b>  Grounds maintenance equipment</p>	

<b>Druitt Gardens(C6)</b>	The land was transferred 31st March 2019	<b>N/a</b>	<b>Nil</b>
<b>Druitt Hall (C7)</b>	The premises were transferred 31st March 2019	<b>N/a</b>	<b>Nil</b>
<b>Endfield Road Play Area (C8)</b>	<p>This land is owned freehold by the Council.</p> <p>It is subject to residential style covenants in Conveyances of 30 January 1930 and 14 May 1937, which can be summarised as follows:-</p> <ul style="list-style-type: none"> <li>• No building between the building line and the road except a fence or wall not exceeding 3 foot 6 inches</li> <li>• Fencing</li> <li>• Only one detached or semi-detached dwelling on each plot</li> <li>• No noxious, noisy or offensive trade or business and no sale of or supply of beer wines or spirits or club where intoxicating liquor is sold</li> <li>• No nuisance</li> <li>• No gravel; or sand to be removed except in the course of building</li> <li>• Approval of plans for any building</li> <li>• No hut, caravan, shed house on wheels or other chattel adapted or intended for use as a dwellinghouse or sleeping apartment and no encampments, but the land to be used as a kitchen or ornamental garden until built on,</li> <li>• No booth, show, swing or roundabout without the consent of the vendors</li> <li>• No advertisement or hoarding on the land (except a for sale sign).</li> </ul> <p>Part of the land is subject to private rights of way.</p>	<p><b>Budget</b> All play area income and expenditure is in one budget, so would need to be split out.</p> <p><b>Operating Costs</b> Inspection and maintenance</p> <p><b>Other Expenditure</b> Replacement of play equipment Insurance</p> <p><b>Staffing Requirements</b> Administration/dealing with contractors e.g. for inspections Grounds maintenance</p> <p><b>Specialist Equipment and Consequential Storage</b> Grounds maintenance equipment</p>	<p><b>Summary</b> Expenditure inspections &amp; routine daily maintenance (Apportionment) - £1,105</p> <p>Direct man costs (apportionment - £26,1150) = £816</p> <p><b>Total: £1921</b></p> <p><b>Direct man costs (apportionment)</b> (£22,400 + £3,715) inc in exp totals above</p>

<b>Knapp Mill Open Space (C9)</b>	The land was transferred 31st March 2019	<b>N/a</b>	<b>Nil</b>
<b>Knapp Mill Play Area (C10)</b>	<p>This land is owned freehold by the Council. It is subject to various rights and estate type covenants, but in particular is subject to covenants in favour of John Maunders Group plc:-</p> <ul style="list-style-type: none"> <li>• not to use the property other than as public open space land;</li> <li>• to maintain the property and keep it in good order, and fencing covenant (probably not applicable to this part).</li> </ul>	<p><b>Budget</b> All play area income and expenditure is in one budget, so would need to be split out.</p> <p><b>Operating Costs</b> Inspection and maintenance</p> <p><b>Other Expenditure</b> Replacement of play equipment Insurance</p> <p><b>Staffing Requirements</b> Administration/dealing with contractors e.g. for inspections Grounds maintenance</p> <p><b>Specialist Equipment and Consequential Storage</b> Grounds maintenance equipment</p>	<p><b>Summary</b> Expenditure inspections &amp; routine daily maintenance (Apportionment) - £1,105</p> <p>Direct man costs (apportionment - £26,1150) = £816</p> <p><b>Total: £1921</b></p> <p><b>Direct man costs (apportionment)</b> (£22,400 + £3,715) inc in exp totals above</p>
<b>Mudford Quay Play Area (C11)</b>	<p>This land is owned freehold by the Council but is not subject to any covenants restricting its use. Suggestion that the play area was originally installed by Christchurch or Highcliffe Rotary Club?</p>	<p><b>Budget</b> All play area income and expenditure is in one budget, so would need to be split out.</p> <p><b>Operating Costs</b> Inspection and maintenance</p> <p><b>Other Expenditure</b> Replacement of play equipment Insurance</p> <p><b>Staffing Requirements</b> Administration/dealing with contractors e.g. for inspections Grounds maintenance</p> <p><b>Specialist Equipment and Consequential Storage</b></p>	<p><b>Summary</b> Expenditure inspections &amp; routine daily maintenance (Apportionment) - £1,105</p> <p>Direct man costs (apportionment - £26,1150) = £816</p> <p><b>Total: £1921</b></p> <p><b>Direct man costs (apportionment)</b> (£22,400 + £3,715) inc in exp totals above</p>

		Grounds maintenance equipment	
<b>Mudford Recreation Ground, including the Cricket Pitch, Pavilion and Play Area (C12)</b>	The land and pavilion premises were transferred 31st March 2019 but the play area could not be.	<b>N/a</b>	<b>Nil</b>
<b>Mudford Recreation Ground, Play Area (C12)</b>	<p>Part of the Recreation Ground is a registered charity. This land was given to the Council upon trust to use and maintain in perpetuity for the recreation of the public and in particular the children of the districts of Mudford and Stanpit and as a memorial to the late Alan Druitt and Mrs Druitt. If this areas were to go to the Town Council, they would therefore be the charity trustee.</p> <p>Part of the Recreation Ground is subject to covenants in a Conveyance dated 18 April 1928, which can be summarised as follows:-</p> <ul style="list-style-type: none"> <li>• To use as a recreation ground only</li> <li>• Fencing covenants</li> <li>• No advertising station</li> <li>• No hut, caravan, house on wheels or other chattels adapted or intended for use as a dwelling or sleeping apartment but erection of a cricket pavilion or band stand was specifically not included in this stipulation</li> </ul> <p>Part of the Recreation Ground was allotted to the Council under the Rushford Warren Enclosure Award.</p>	<p><b>Budget</b> All play area income and expenditure is in one budget, so would need to be split out.</p> <p><b>Operating Costs</b> Inspection and maintenance of play equipment. Maintenance of cricket pitches Hire of Cricket Pitch Grounds maintenance of open space areas.</p> <p><b>Other Expenditure</b> Replacement of play equipment Insurance</p> <p><b>Staffing Requirements</b> Administration/dealing with contractors e.g. for inspections Grounds maintenance Annual return to Charity Commission</p> <p><b>Specialist Equipment and Consequential Storage</b> Grounds maintenance equipment</p>	<p><b>Summary</b> Expenditure inspections &amp; routine daily maintenance (Apportionment) - £1,105</p> <p>Direct man costs (apportionment - £26,1150) = £816</p> <p><b>Total: £1921</b></p> <p><b>Direct man costs (apportionment)</b> (£22,400 + £3,715) inc in exp totals above</p>

<b>Office of the Mayor (C13)</b>	The function was transferred 31st March 2019	<b>N/a</b>	<b>Nil</b>
<b>Old Town Hall(C14)</b>	Premises were transferred 31st March 2019	<b>N/a</b>	<b>Nil</b>
<b>Quomps Open Space (Grassed Area and play area) (C15)</b>	Land and bandstand were transferred 31st March 2019	<b>N/a</b>	<b>Nil</b>
<b>River Way Play Area (C16)</b>	This land is owned freehold by the Council. It was given to the Council subject to the rights for the owners and occupiers of the Grove Farm Estate to use the land as pleasure and recreation grounds	<p><b>Budget</b> All play area income and expenditure is in one budget, so would need to be split out.</p> <p><b>Operating Costs</b> Inspection and maintenance</p> <p><b>Other Expenditure</b> Replacement of play equipment Insurance</p> <p><b>Staffing Requirements</b> Administration/dealing with contractors e.g. for inspections Grounds maintenance</p> <p><b>Specialist Equipment and Consequential Storage</b> Grounds maintenance equipment</p>	<p><b>Summary</b> Expenditure inspections &amp; routine daily maintenance (Apportionment) - £1,105</p> <p>Direct man costs (apportionment - £26,1150) = £816</p> <p><b>Total: £1921</b></p> <p><b>Direct man costs (apportionment)</b> (£22,400 + £3,715) inc in exp totals above</p>
<b>Rutland Road Play Area (C17)</b>	The land is owned freehold by the Council and there are no covenants restricting its use.  (Half of the play area is owned by Sovereign Housing Association and remains with them, but is open space.)	<p><b>Budget</b> All play area income and expenditure is in one budget, so would need to be split out.</p> <p><b>Operating Costs</b> Inspection and maintenance</p>	<p><b>Summary</b> Expenditure inspections &amp; routine daily maintenance (Apportionment) - £1,105</p> <p>Direct man costs (apportionment - £26,1150) = £816</p>

		<p><b>Other Expenditure</b> Replacement of play equipment Insurance</p> <p><b>Staffing Requirements</b> Administration/dealing with contractors e.g. for inspections Grounds maintenance</p> <p><b>Specialist Equipment and Consequential Storage</b> Grounds maintenance equipment</p>	<p><b>Total: £1921</b></p> <p><b>Direct man costs (apportionment)</b> (£22,400 + £3,715) inc in exp totals above</p>
<b>Tuttons Well and Guide Hut (C18)</b>	Land and premises were transferred 31st March 2019	<b>N/a</b>	<b>Nil</b>
<b>Waterman's Park Play Area (C19)</b>	<p>This land is owned freehold by the Council and is subject to covenants in favour of the Meyrick Estate which can be summarised as follows:-</p> <ul style="list-style-type: none"> <li>• No alcohol to be sold on the land.</li> <li>• Not to use as a petrol filling station or advertisement station or for the display of advertisements and no notice boards or signs except an estate agents sign or notice sign for a premises.</li> <li>• No nuisance or annoyance.</li> </ul>	<p><b>Budget</b> All play area income and expenditure is in one budget, so would need to be split out.</p> <p><b>Operating Costs</b> Inspection and maintenance</p> <p><b>Other Expenditure</b> Replacement of play equipment Insurance</p> <p><b>Staffing Requirements</b> Administration/dealing with contractors e.g. for inspections Grounds maintenance</p> <p><b>Specialist Equipment and Consequential Storage</b> Grounds maintenance equipment</p>	<p><b>Summary</b> Expenditure inspections &amp; routine daily maintenance (Apportionment) - £1,105</p> <p>Direct man costs (apportionment - £26,1150) = £816</p> <p><b>Total: £1921</b></p> <p><b>Direct man costs (apportionment)</b> (£22,400 + £3,715) inc in exp totals above</p>
<b>Waterman's Park Wheel Park (C20)</b>	This land is owned freehold by the Council and is subject to covenants in favour of the Meyrick Estate which can be summarised as follows:-	<p><b>Budget</b> All play area income and expenditure is in one budget, so would need to be split out.</p>	<p><b>Summary</b> Expenditure inspections &amp; routine daily maintenance (Apportionment) - £1,105</p>

	<ul style="list-style-type: none"> <li>• No alcohol to be sold on the land.</li> <li>• Not to use as a petrol filling station or advertisement station or for the display of advertisements and no notice boards or signs except an estate agents sign or notice sign for a premises.</li> <li>• No nuisance or annoyance.</li> </ul>	<p><b>Operating Costs</b> Inspection and maintenance</p> <p><b>Other Expenditure</b> Replacement of play equipment Insurance</p> <p><b>Staffing Requirements</b> Administration/dealing with contractors e.g. for inspections Grounds maintenance</p> <p><b>Specialist Equipment and Consequential Storage</b> Grounds maintenance equipment</p>	<p>Direct man costs (apportionment - £26,1150) = £816</p> <p><b>Total: £1921</b></p> <p><b>Direct man costs (apportionment)</b> (£22,400 + £3,715) inc in exp totals above</p>
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**APPENDIX 3 – Plans:** play areas and sites/ activities to be transferred to Christchurch Town Council at the Arena Wheelpark, Barrack Road Rec, Endfield Road, Knapp Mill, Mundeford Quay, Mundeford Rec, River Way Rec, Rutland Road and Watermans Park.

**Site Plans related to Heads of Terms below attached (See separate PDF)**

**APPENDIX 4 – SLA standards for maintaining Barrack Road Recreation Ground and Play Facilities.**

The grounds maintenance standards within CTC’s SLA are to be applied. BPC’s play responsibilities will focus on inspections and the following standards. Play services included within the BCP’s Service Level Agreement (SLA) for Christchurch Town Council have been refined. These will apply from commencement of additional responsibility as part of the wider provisions set out in the SLA. The assumption is that an agreed transfer date and commencement of services would apply. Until that point play areas shall remain BCP responsibility until transfer, unless by agreement otherwise†

Please note that not every site requires all types of Grounds Maintenance operation. Some sites have specified types of Grounds Maintenance operation.



Item	Detail – usual frequency or timing	Programme – usual operations	Notes
Play areas†	Visual inspections	weekly or fortnightly depending on Risk Assessment	Use of trained operatives & playground inspections in accordance with BS EN 1176; BCP risk rating requires visual inspections based on assessed risk levels either weekly, fortnightly, monthly or quarterly at Arena Wheelpark, Barrack Road Rec, Endfield Road, Knapp Mill, Mudeford Quay, Mudeford Rec, River Way Rec, Rutland Road and Watermans Park play areas; inspections recorded using an electronic management system (PSS Live or similar)
Play areas†	Operational inspections	3 monthly; external Annual ROSPA inspection	† BCP responsibility until transfer, unless by agreement otherwise; schedule attached; trained operatives & playground inspections in accordance with BS EN 1176; inspections recorded using an electronic management system (PSS Live or similar)
Play areas†	Minor reactive repairs and maintenance	On site at time of visual inspection (or operational inspection)	Common reactive repairs such as replacing a shackle, chain, bush, swing seat, lubrication of moving parts, tensioning of cables, minor repair to impact surfacing included. Use of trained operatives based on playground inspections in accordance with BS EN 1176;

			work recorded using an electronic management system (PSS Live or similar)
Play Areas	Major repairs and maintenance ††	NOT INCLUDED	Report to CTC
Play Areas unserviceable	Making safe by taping, fencing or cordoning off equipment, with signage placed at entrances	As required	Suitable signage to be provided by CTC along with point of contact for further information
Play Areas	Grounds maintenance	Included - see scheduled activities and services listed in Appendix 1 for Grounds Maintenance	Undertaken as part of the wider GM programme
Tree debris	Leaf fall	One clearance undertaken from path and traffic routes during autumn, after main drop period	*Responsive work - other clearance on request on recharge to CTC, based on Schedule of Rates (‡)
Tree debris	Minor repairs and maintenance	Minor pruning or crown lifting to prevent impacts on play users; small limbs safely removed from ground level	Works by inspector at time of visit, in accordance with adopted Tree Strategy
Tree debris	Fallen trees/ limbs	Initial safety cordoning and reporting to CTC	Works by inspector or by GM staff at time of visit

Tree debris	Fallen trees/ limb removal	WORK NOT INCLUDED	Apply day rate for BCP to organise works if available – tree officer rates are set in BCP F&Cs
Play – Amenity Grass	Up to 12 times per year	March – end November, fortnightly	Round Sheet; performance led (Ø)
Other grass operations	Eg Strimming edges	Normally during mowing operations up to 12 times per year around interior fence line	Round Sheet; performance led; Strimming – could do responsive strimming at other times, esp to undertake weed control (Ø)
Other operations	Eg Graffiti; more significant surfacing repairs/ patching	NOT INCLUDED	Responsive graffiti removal and eg safety surface patching could be offered at a scheduled or quoted cost
Litter bin emptying	Weekly, various frequencies	Schedule applies	Round Sheet with schedule; Weekends in season
Casual litter collection	Weekly, various frequencies		
Spraying (if applicable)	Hard surfaces	Responsive only	BCP Policy not to spray play areas has been accepted by CTC but there still may be justifications for treatments to control reportable or pernicious weeds; response only with timing weather dependant
Informal shrubbery (if applicable)	Up to twice yearly	Normally in June/July and between Sep and Nov	Normally prioritised by safety, then access generally

## Notes

Key	Item	Description
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∅	Work standards	Performance standards also apply. Generally the programme is method based (eg there is mowing regime based on frequency to keep grass length in acceptable condition). In a performance led situation, this programme is amended where it is accepted that work is not yet necessary and sometimes it may be brought forward where it is necessary sooner
†	Play areas	Play areas transferred on completion of the Transfer Deeds are CTC's responsibility and are included in the SLAs as agreed GM and Play inspection functions for 12 months (OR LENGTH OF AGREEMENT)
*	Subject to availability of staff	All reasonable efforts will be made to provide additional services which are safety related; the ability to perform other tasks will be at the entire discretion of BCP
‡	Schedule of rates for GM and associated services	Tree officer rates are set per hr in BCP F&C; other rates shown in Schedule are based on labour only. Works will be calculated on labour + other costs. 'Other costs' may include specialist plant, machinery or materials
††	Minor reactive repairs	Minor reactive repairs such as replacing a shackle, chain, bush, swing seat, lubrication of moving parts, tensioning of cables, minor repair to impact surfacing.

## APPENDIX 5 – Asset valuation/ best consideration: Legal Advice

The Local Government Act 1972 permits a local authority to dispose of its land as it thinks, subject to the requirement to obtain best value. This means the best value which could reasonably be obtained on a sale in the open market. However, the government recognises that there are cases where a disposal below best value can secure other benefits and has therefore given a General Consent. This permits disposals at below best value if the disposal will help to secure the promotion or improvement of the economic, social or environmental well being of the area.

This is subject to financial limits on the amount of the undervalue and also to the state aid restrictions. Knowing the amount of the undervalue also demonstrates the local authority has satisfied the Council's fiduciary duty, because the local authority is able to consider fully the sums which it is forgoing.

The statutory Consent Guidance attached has a Technical Appendix which sets out how the valuation is carried out. The basic principle is the unrestricted value of the land is assessed for a sale of the land with no constraints, other than what planning might allow, for the maximum value possible. The restricted value is then assessed, which is the actual value the local authority would receive. This is then deducted from the unrestricted value, so the local authority knows the amount of the undervalue.

To assess the restricted price, the actual sale price and the value of the payments to the parish council/ works which might be carried out would have to be included, because that is part of the transaction. The potential benefit to the Council of any overage provisions could also be included. Potential operational savings can be taken into account, but limited to where the Council has a statutory duty. In our situation, the Council has a statutory duty to maintain open spaces owned by it. However, this may only apply where the Council would still have those costs, where a saving can be evaluated over the period of the arrangement with the transferee.

The combined total undervalue for all these transactions should then not exceed £2,000,000.