

Bath & North East Somerset Council

Democratic Services

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Date: 28 November 2016
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To: **All Members of the Alice Park Trust Sub-Committee**

Councillor Rob Appleyard
Councillor Michael Norton
Councillor Geoff Ward

Co-opted members non-voting: Councillor Lin Patterson (Bath and North East Somerset Council), Paul Hooper (Independent) and Sujata McNab (Independent)

Chief Executive and other appropriate officers
Press and Public

Dear Member

Alice Park Trust Sub-Committee: Tuesday, 6th December, 2016

You are invited to attend a meeting of the **Alice Park Trust Sub-Committee**, to be held on **Tuesday, 6th December, 2016 at 4.00 pm** in the **Kaposvar Room - Guildhall, Bath.**

The agenda is set out overleaf.

Yours sincerely

Marie Todd
for Chief Executive

If you need to access this agenda or any of the supporting reports in an alternative accessible format please contact Democratic Services or the relevant report author whose details are listed at the end of each report.

This Agenda and all accompanying reports are printed on recycled paper

NOTES:

1. **Inspection of Papers:** Any person wishing to inspect minutes, reports, or a list of the background papers relating to any item on this Agenda should contact Marie Todd who is available by telephoning Bath 01225 394414 or by calling at the Guildhall, Bath (during normal office hours).
2. **Public Speaking at Meetings:** The Council has a scheme to encourage the public to make their views known at meetings. They may make a statement relevant to what the meeting has power to do. They may also present a petition or a deputation on behalf of a group. Advance notice is required not less than two full working days before the meeting (this means that for meetings held on Wednesdays notice must be received in Democratic Services by 4.30pm the previous Friday)

The public may also ask a question to which a written answer will be given. Questions must be submitted in writing to Democratic Services at least two full working days in advance of the meeting (this means that for meetings held on Wednesdays, notice must be received in Democratic Services by 4.30pm the previous Friday). If an answer cannot be prepared in time for the meeting it will be sent out within five days afterwards. Further details of the scheme can be obtained by contacting Marie Todd as above.

3. **Details of Decisions taken at this meeting** can be found in the minutes which will be published as soon as possible after the meeting, and also circulated with the agenda for the next meeting. In the meantime details can be obtained by contacting Marie Todd as above.

Appendices to reports are available for inspection as follows:-

Public Access points - Riverside - Keynsham, Guildhall - Bath, Hollies - Midsomer Norton, and Bath Central, Keynsham and Midsomer Norton public libraries.

For Councillors and Officers papers may be inspected via Political Group Research Assistants and Group Rooms/Members' Rooms.

4. **Recording at Meetings:-**

The Openness of Local Government Bodies Regulations 2014 now allows filming and recording by anyone attending a meeting. This is not within the Council's control.

Some of our meetings are webcast. At the start of the meeting, the Chair will confirm if all or part of the meeting is to be filmed. If you would prefer not to be filmed for the webcast, please make yourself known to the camera operators.

To comply with the Data Protection Act 1998, we require the consent of parents or guardians before filming children or young people. For more information, please speak to the camera operator

The Council will broadcast the images and sound live via the internet www.bathnes.gov.uk/webcast An archived recording of the proceedings will also be available for viewing after the meeting. The Council may also use the images/sound recordings on its social media site or share with other organisations, such as broadcasters.

5. **Attendance Register:** Members should sign the Register which will be circulated at the meeting.

6. THE APPENDED SUPPORTING DOCUMENTS ARE IDENTIFIED BY AGENDA ITEM NUMBER.

7. Emergency Evacuation Procedure

When the continuous alarm sounds, you must evacuate the building by one of the designated exits and proceed to the named assembly point. The designated exits are sign-posted.

Arrangements are in place for the safe evacuation of disabled people.

Alice Park Trust Sub-Committee - Tuesday, 6th December, 2016

at 4.00 pm in the Kaposvar Room - Guildhall, Bath

A G E N D A

1. WELCOME AND INTRODUCTIONS

2. EMERGENCY EVACUATION PROCEDURE

The Chair will draw attention to the emergency evacuation procedure as set out on the Agenda.

3. ELECTION OF VICE CHAIRMAN (IF REQUIRED)

4. APOLOGIES FOR ABSENCE AND SUBSTITUTION

5. DECLARATIONS OF INTEREST

At this point in the meeting declarations of interest are received from Members in any of the agenda items under consideration at the meeting. Members are asked to indicate:

(a) The agenda item number in which they have an interest to declare.

(b) The nature of their interest.

(c) Whether their interest is **a disclosable pecuniary interest** *or* an **other interest**,
(as defined in Part 2, A and B of the Code of Conduct and Rules for Registration of Interests)

Any Member who needs to clarify any matters relating to the declaration of interests is recommended to seek advice from the Council's Monitoring Officer or a member of his staff before the meeting to expedite dealing with the item during the meeting.

6. TO ANNOUNCE ANY URGENT BUSINESS AGREED BY THE CHAIR

The Chair will announce any items of urgent business accepted since the agenda was prepared under the Access to Information provisions.

7. ITEMS FROM THE PUBLIC - TO RECEIVE DEPUTATIONS, STATEMENTS, PETITIONS OR QUESTIONS

8. MINUTES OF PREVIOUS MEETING - 22 AUGUST 2016 (Pages 7 - 14)

To confirm the minutes of the meeting held on 22 August 2016 as a correct record.

9. APPOINTMENT OF INDEPENDENT CO-OPTED MEMBERS

To receive an update of the appointment of independent non-voting co-opted members to the Sub Committee.

10. ALICE PARK - VALUATION OF LAND, PROPERTY PLANT AND EQUIPMENT (Pages 15 - 64)

The Trust is asked to note the treatment of assets, used to build the annual returns that are submitted to the Charity Commission each year.

11. PROPERTY AT ALICE PARK (Pages 65 - 70)

To note the attached report which provides details about the sale of Cottage Number Two at Alice Park and how the proceeds of this sale have been spent.

12. SUBMISSION OF THE 2015/16 ANNUAL RETURN TO THE CHARITY COMMISSION (Pages 71 - 82)

The Sub-Committee is asked to confirm information being submitted to the Charity Commission as part of the annual return for 2015-16. In particular the Trust is asked to consider details around policies held by the Trust and review of financial controls.

13. OPTIONS FOR IMPROVEMENTS AT ALICE PARK (Pages 83 - 108)

The Sub-Committee is asked to consider the options for improvements at Alice Park taking into consideration how the Trust would fund any revenue consequences of development.

14. ALICE PARK SWOT (STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS) ANALYSIS (Pages 109 - 122)

The Sub-Committee has requested that the Park's Section undertakes a critical review of Alice Park in order to make recommendations for improvement works. The Sub-Committee is asked to consider the SWOT analysis contained in the report and to offer a context for prioritising any expenditure in the future with a view to compiling a comprehensive management plan.

15. ROUTINE TREE PROGRAMMED WORKS 2016/2017 (Pages 123 - 126)

The annual tree inspection was carried out October 2016. The inspection identified

essential tree works required including the felling of 4 trees that are over 10m tall. These trees have to be removed due to their poor and deteriorating condition. The risk of branch failure will become unacceptably high if they are not removed. Replacement trees will be planted during the winter in Alice Park. The sub-committee is asked to note the recommendations of the Tree Inspector to fell 4 trees.

16. DATE OF NEXT MEETING

To consider the date of the next sub-committee meeting.

Decision Making Powers:

1. To discharge the Council's role as Corporate Trustee for the Alice Park Trust, in line with Charities Commission guidance. The objects of the Alice Park Trust are for use as a public park and children's recreation ground.
2. To agree the Trust's annual budget and business plan.
3. To approve the use of any reserves.
4. To agree the Trust's annual accounts.
5. To receive and respond to the audit findings relating to the annual accounts.
6. To receive reports on the effective day to day management and financial performance of the Trust.
7. To allow interested parties to give their view on the performance and direction of the Trust.

The Committee Administrator for this meeting is Marie Todd who can be contacted on 01225 394414.

ALICE PARK TRUST SUB-COMMITTEE

Minutes of the Meeting held

Monday, 22nd August, 2016, 5.00 pm

Councillor Rob Appleyard	-	Bath and North East Somerset Council
Councillor Michael Norton	-	Bath and North East Somerset Council
Councillor Martin Veal	-	Bath and North East Somerset Council
Councillor Lin Patterson	-	Bath and North East Somerset Council (non-voting)

1 ELECTION OF CHAIRMAN

Councillor Veal moved and Councillor Appleyard seconded to elect Councillor Norton as Chairman of the Sub-Committee.

RESOLVED that Councillor Norton be elected as Chairman of the Alice Park Sub-Committee.

2 ELECTION OF VICE CHAIRMAN (IF REQUIRED)

Councillor Veal moved and Councillor Norton seconded that Councillor Veal be elected Vice Chairman of the Sub-Committee.

RESOLVED that Councillor Veal be elected Chairman of the Alice Park Sub-Committee.

3 TERMS OF REFERENCE

The Sub-Committee **RESOLVED** to note and approve the terms of reference circulated with the agenda papers.

4 APPOINTMENT OF INDEPENDENT MEMBERS TO THE SUB-COMMITTEE

The Sub-Committee noted that it was required to appoint two independent members with non-voting rights to assist in the running of the trust. The roles had been advertised and 10 applications had been received.

Councillor Appleyard suggested a term of office of two years for the independent members with the option to serve one further term. This would ensure that the membership was refreshed on a regular basis.

Councillor Veal moved and Councillor Norton seconded that the term of office for the independent members be three years minimum with the option to serve one second term if required. This could be reviewed in future as necessary.

The Sub-Committee then discussed arrangements for the shortlisting and appointment of the independent members. Councillor Appleyard proposed that a member other than the Chairman of the Charitable Trust Board should sit on the

interview panel. He also felt that all four councillors on the Sub-Committee should be involved in the shortlisting process and pointed out the community mandate of the local ward members.

Councillor Veal expressed reservations about ward member input into this process. The Alice Park Trust had a wide remit and this required a global rather than a parochial view.

Councillor Norton pointed out that the recruitment was a two stage process and that ward councillor input could be helpful at the first stage.

It was noted that training for trustees and councillors serving on outside bodies would take place in October.

Officers confirmed that the independent members would be able to claim travel and subsistence allowances as set out in the members' allowances scheme.

RESOLVED:

- (1) To agree that the term of office for the independent members be three years with the option to serve one second term if required. This can be reviewed as necessary. *(Councillor Veal moved, Councillor Norton seconded).*
- (2) To agree that all four members of the Alice Park Sub-Committee take part in the shortlisting process for the independent members, using a scoring criteria provided by officers as a guide. *(Councillor Norton moved, Councillor Appleyard seconded).*
- (3) To delegate to the chair of the Charitable Trust Board, the Chair of the Alice Park Trust Sub-Committee and Group Manager for Neighbourhood Environmental Services, the role of interviewing and appointing the two most suitable candidates. *(Councillor Norton moved, Councillor Veal seconded).*
- (4) To agree to shortlist a maximum of six applicants for interview. *(Councillor Norton moved, Councillor Veal seconded).*
- (5) To agree that in addition to the independent members the Sub-Committee can seek the advice of additional specialists when discussing specific issues as and when it sees fit. *(Councillor Norton moved, Councillor Veal seconded).*

5 ALICE PARK INVESTMENTS

The Sub-Committee were asked to review financial investments held on behalf of the Alice Park Trust and to decide how those that have expired should be re-invested.

Officers explained that the funds held had now matured. It was noted that by investing in the COIF (Charities Official Investment Fund) the return of any sum being invested would be guaranteed. There was one cash fund instant access account that currently paid 0.45% per annum. The investment was fixed term although officers were not able to confirm the exact length. It was noted that a three to five year term was likely to provide a higher rate of interest; however, a judgement

would have to be made as to the future forecast for interest rates over the next few years.

On motion by Councillor Veal, seconded by Councillor Norton it was:

RESOLVED

- (1) To recommend reinvestment of expired financial investments held by the Alice Park Trust at 31 March 2016 into the Charities Official Investment Fund (COIF).
- (2) To request officers to identify the best available COIF investment for a one year term.
- (3) To invest the funds for a one year term in the first instance and to review this decision in one year's time.

6 ALICE PARK STATEMENT OF ACCOUNTS 2015/16

The Sub-Committee considered the Statement of Accounts and the Annual Report for the Alice Park Trust for the year ending 31 March 2016.

Officers confirmed that under item B4 of the accounts the values listed were historic and not current values. This met the statutory requirements.

Councillor Appleyard pointed out that Cottage Two had been transferred to the Somer Community Housing Trust and had then been sold under right to buy legislation. Officers confirmed that the proceeds of the sale had been used for the day to day running of the park in line with the formal Trust documents. Officers explained that in 2013/14 the Alice Park Trust accounts had been restated, to ensure correct financial treatment of the transaction, and had been signed off by the Leader of the Council as Trustee at the time. The income from the sale of the cottage was recorded in those accounts.

Councillor Veal asked whether there had been a service level agreement (SLA) for the income generated from the property sale. Officers stated that this had been dealt with via the Trust deeds. Councillor Veal asked for clarification of this issue from the Legal Team at the next meeting.

The Sub-Committee requested further information regarding the property sale and use of the proceeds of the sale and asked officers to bring a report to the next meeting regarding this matter. The Sub-Committee also requested more information about the equipment in the park and the current values.

It was noted that the Alice Park Trust was currently being supported through funding from Bath and North East Somerset Council and that this did not currently include costs around financial advice.

On motion from Councillor Veal, seconded by Councillor Norton it was:

RESOLVED:

- (1) To agree the Statement of Accounts for the Alice Park Trust for the year ending 31 March 2016.
- (2) To agree the Annual Report for the Alice Park Trust for the year ending 31 March 2016.
- (3) To request officers to provide the following further information at the next meeting:
 - Full details of the sale of Cottage Number Two and how the proceeds of this sale had been spent.
 - Details of the park equipment including current values.

7 **SERVICE LEVEL AGREEMENTS AND EVENT MANAGEMENT**

The Sub-Committee discussed areas of responsibility for Alice Park and how the park might be managed in the future. This took into account the setting of future goals, undertaking emergency work as well as the setting of routine service level agreements to cover Grounds Maintenance, Trees and Play, Events and Estates Management.

It was noted that the Trust was keen to negotiate preferential rates for services with the Council. Councillor Appleyard stressed the need to recognise community benefit alongside raising funds for the Trust. Any profits made from the use of the park would have to be returned to the Alice Park Trust.

When considering any proposed use the Sub-Committee must consider whether this falls within the Trust's objectives, and if so, whether to permit the use requested. If it permits the use then it must decide on what terms, in order to ensure effective use of the park whilst minimising any conflict between the different users to which the park is subject to under the terms of the trust deeds.

On motion by Councillor Appleyard, seconded by Councillor Norton it was:

RESOLVED:

- (1) To agree the detail of the Service Level Agreements as outlined in Appendix A of the officer report.
- (2) To agree that decisions about requests for works to be undertaken, or events to be approved that fall outside of the Sub-Committee cycle be delegated to the Group Manager for Neighbourhood and Environmental Services, following consultation with the three voting members of the Sub-Committee with decisions being ratified at the subsequent meeting of the Sub-Committee.
- (3) To agree that urgent works required under health and safety legislation be delegated to the Group Manager for Neighbourhood and Environmental Services to action promptly.
- (4) To agree that the principle for agreeing events and the charges levied for events in Alice Park be agreed as set out in section 5 of the officer report.

8 REPORT ON ALICE PARK CONSIDERING THE SKATE PARK PROPOSAL AND ALTERNATIVE PARK IMPROVEMENTS

The Sub-Committee noted that £110k of capital funding had been provisionally allocated by the Council for the installation of a skate park within the east of Bath locality in February 2014. The only site that was appropriate for such a structure was found to be Alice Park.

A public consultation led by the Council in December 2014 came out with a two thirds majority vote for the skate park. However, there remained strong local feeling about the proposal.

Discussions with skate park designers suggested that £110k would deliver only a limited project and with additional offers of support from third parties outline proposals for a scheme with a value of up to £150k had been commissioned.

Councillor Appleyard pointed out that a petition containing 500 signatures had been received requesting a skate park. The park was well supported by families but there were currently no specific facilities for 9-14 year olds. During the consultation he could not recall any mention of a “sub-optimal” design. If necessary further funds could be raised in the community or a modular development could be undertaken. It was noted that the London Road Partnership was currently holding the funds that it had raised for the skate park. He stated that the Council had agreed to allocate the funding to the provision of a skate park and should listen to the community and take into account the results of the consultation.

Officers explained that the design of a skate park had to be age appropriate and contain adequate complexity to retain the interest of users. The funding available could alternatively provide play equipment for older children.

Councillor Veal stated that interest in skateboarding was not currently on the increase. There was a skate park at Victoria Park which was accessible from the east of Bath. He did not feel that a scaled down version of the project would work and favoured reallocating the capital funding to improving the infrastructure of Alice Park (as outlined in Option 4 in the report). This would provide a greater range of facilities and would provide a more inclusive scheme for all.

Councillor Patterson did not agree that Victoria Park was accessible for 9-14 year olds. The route was along a busy main road or involved 2 buses. There was a large amount of support for the skate park and she felt that the Council should find a way to provide this facility.

Councillor Norton stated that he felt that the Victoria Park facility was accessible. He expressed concerns about the type of facility that could be provided with the funding that was available and whether this would meet the requirements.

Councillor Appleyard then stated that he believed Councillor Veal, as Cabinet member and ultimately budget holder for Community Services had a conflict of interest and should not be involved in voting on this decision. He stated that the decision should be deferred until this issue was clarified by the legal team. Officers confirmed that the set-up of the Alice Park Sub-Committee had been agreed in

consultation with the legal team. The Group Manager, Neighbourhood and Environmental Services agreed to clarify this issue.

Councillor Patterson stated that, if a decision were made not to provide a skate park, despite Council agreeing a budget for this and the public consultation showing a majority of people in favour, then there should be further consultation as to what should be provided in the park. She felt that people would feel betrayed and that this would be harmful to the Council's reputation if the skate park development did not go ahead.

On motion by Councillor Veal, seconded by Councillor Norton it was:

RESOLVED to ask officers to report back with further detail on Option 1, to enable the Trustees to assess the sub-optimal design of the skate park within the budget available (including the £25K from the London Road Partnership) to enable the Trustees to determine if Option 1 represents value for money, alongside further detail on Option 4 being presented.

9 **REQUEST BY LARKHALL FOOTBALL CLUB TO MARK OUT FOOTBALL PITCH LINES IN ALICE PARK**

Larkhall Football Club use Alice Park for three separate informal training sessions for approximately 60 children aged 5-11 each week during the football season. The club now wishes to use the park for weekly matches for the under 8's team and has asked for permission to mark lines in the lawn area for this purpose.

Councillor Appleyard queried whether marking lines in this way would restrict the use of part of the park for other users. He also asked whether the team would be charged for wear and tear and expressed concern regarding the parking area.

Councillor Veal explained that the purpose of the request was to assist young children to play football. This was not a full sized pitch and would be a chalk surface. He suggested that this could be trialled for one year.

On motion by Councillor Norton, seconded by Councillor Veal it was:

RESOLVED:

- (1) To grant permission to Larkhall football club for one season only to mark out a formal football pitch for under 8's (half size pitch) as a trial. The Trust to charge Larkhall Football Club for the exclusive use of marked pitches during matches and to cover the costs of increased grounds maintenance. The fee levied to be delegated to the Group Manager for Neighbourhood and Environmental Services in consultation with the Chair of the sub-Committee to determine. A public consultation be undertaken including opportunities provided for all parks users to provide feedback on the arrangement throughout the trial period (to be coordinated by the Council's Parks department).
- (2) To agree that at the end of the trial a longer term recommendation be made to the Sub-Committee by the Parks Department based upon the public consultation, feedback, and the implications on the maintenance and remediation of the park grounds as determined through the trial.

10 **DATE OF NEXT MEETING**

RESOLVED that the next meeting be held on Tuesday 29 November 2016 at 4pm.

The meeting ended at 7.05 pm

Chair

Date Confirmed and Signed

Prepared by Democratic Services

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Bath & North East Somerset Council		
MEETING/ DECISION MAKER:	Charitable Trust Board – Alice Park Sub-Committee	
MEETING/ DECISION DATE:	6 December 2016	EXECUTIVE FORWARD PLAN REFERENCE:
TITLE:	Alice Park – Valuation of Land, Property, Plant & Equipment	
WARD:	Lambridge	
AN OPEN PUBLIC ITEM		
<p>List of attachments to this report:</p> <p>Appendix One – Alice Park SOA year ending 31 March 2016.</p> <p>Appendix Two – Valuation Report BNP.</p> <p>Appendix Three –Additional BNP Valuations.</p> <p>Appendix Four – Valuation of Play Equipment.</p> <p>Appendix Five – Fixed Asset Register 2015-16.</p>		

1 THE ISSUE

- 1.1 To provide details of equipment held by Alice Park Trust including current values.

2 RECOMMENDATIONS

- 2.1 The Trust is asked to note the treatment of assets, used to build the annual returns that are submitted to the Charity Commission each year.

3 BACKGROUND

- 3.1 An exercise was undertaken during 2015/16 to obtain valuations for all Land, Property, Plant and Equipment held at Alice Park Trust. This resulted in a market value of assets as of 31 March 2015 and an indexed value as at 1 April 1996 (or date the asset came into being, if later.)
- 3.2 The Charity Commission SORP (statement of recommended practice) states that all property, plant and equipment may be recorded at cost. This discharges the need to carry out regular revaluations of PPE and avoids any complications with reserves reporting. With this in mind, the accounts of the Trust are prepared on a cost valuation of assets rather than current or net book value.

4 RESOURCE IMPLICATIONS (FINANCE, PROPERTY, PEOPLE)

- 4.1 The value of all Land, Property, Plant and Equipment held by the Trust has a cost value of £171,393. This information has been included in financial returns for the Trust for year ending 31 March 2016. (Appendix One).

5 STATUTORY CONSIDERATIONS AND BASIS FOR PROPOSAL

- 5.1 The Council is sole corporate trustee of the Alice Park Trust and the subcommittee's terms of reference are to undertake the operational management functions in respect of the Alice Park site and its resources, in accordance with the Trust's objects and the duties it owes pursuant to the Charities legislation.
- 5.2 Members in their capacity as Trustee must administer the Trust in good faith, abiding strictly to the Objects of the Trust and administering the Trust for the benefit of the public which may at times conflict with the interests of the Council.
- 5.3 The objects of the trust require the land bequeathed to be used as a public park and children's recreation ground. The committee must consider whether any proposed use falls within the trust's objectives, and if so whether to permit the use requested. If it permits the use then it must decide on what terms, in order to ensure effective use of the park whilst minimising any conflict between the different uses to which the park is subject to under the terms of the trust deed.
- 5.4 All valuations have been calculated in line with recommended codes of accounting practice and Charity Commission guidance has been followed in preparation of the Statement of Accounts.

6 THE REPORT

- 6.1 The Trust holds a number of assets in the form of Land, Property, Plant and Equipment.
- 6.2 An exercise was undertaken during 2015/16 to obtain valuations for all Land, Property, Plant and Equipment held at Alice Park Trust (Appendices Two, Three and Four). A team of external surveyors, BNP Paribas, were commissioned to undertake this piece of work. This excluded valuations for play equipment, which were taken from the most recent capital asset register
- 6.3 The valuations noted in 6.2 above were to enable a cost value of all Land, Property, Plant and Equipment at 1 April 1996 (or when the asset came into being) to be confirmed for the purpose of preparing the Statement of Accounts. The cost value is £171,393. (Appendix Two page 21, Appendix Three, Appendix Four.)
- 6.4 A net book value (current value) can be also be given to these assets, after applying depreciation over their useful economic life. The net book (current) value of Land, Property, Plant and Equipment at 31 March 2016 is £95,506. (Appendix Five).
- 6.5 As noted in 3.2, the Charity Commission SORP (statement of recommended practice) can choose which accounting treatment to apply and whether to show assets at cost or current value. The recording of assets and equipment at cost

discharges the need to carry out regular revaluations of PPE and avoids any complications with reserve accounting.

7 RATIONALE

7.1 The Trust is only required to submit asset valuations at cost to the Charity Commission.

8 OTHER OPTIONS CONSIDERED

8.1 None, submission is in line with required practice. NBV figures have been prepared on request of the Trustees.

9 CONSULTATION

9.1 S151 and Monitoring Officer have had opportunity to review and input into this report.

10 RISK MANAGEMENT

10.1 A risk assessment related to the issue and recommendations has been undertaken, in compliance with the Council's decision making risk management guidance.

Contact person	<i>Kate Clements</i> Kate_Clements@bathnes.gov.uk 01225 477340.
Background papers	<i>None</i>
Please contact the report author if you need to access this report in an alternative format	

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Alice Park			304650	CC16a
Receipts and payments accounts				
For the period from	01/04/2015	To	31/03/2016	

The Alice Park Trust is reliant upon annual donations from BANES Council to cover the cost of maintenance for the park in order to maintain a going concern status

Section A Receipts and payments

	Unrestricted funds to the nearest £	Restricted funds to the nearest £	Endowment funds to the nearest £	Total funds to the nearest £	Last year to the nearest £
A1 Receipts					
Rental Incomes	950	14,550		15,500	-
Tennis Court Income	859			859	-
Events Income	-			-	-
Investment Income	114	30		144	-
Donations	35,100			35,100	-
Income - return of Investment		11,354		11,354	-
				-	-
Sub total (Gross income for AR)	37,023	25,934	-	62,957	-
A2 Asset and investment sales, (see table).					
	-	-	-	-	-
	-	-	-	-	-
Sub total	-	-	-	-	-
Total receipts	37,023	25,934	-	62,957	-
A3 Payments					
Grounds Maintenance	4,943	14,580	-	19,523	-
Play Equipment Maintenance & Equipment	7,433	-	-	7,433	-
Site Management inc. tennis courts	7,252	-	-	7,252	-
Public Conveniences Maintenance	14,395	-	-	14,395	-
Other	3,000		-	3,000	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
Sub total	37,023	14,580	-	51,603	-
A4 Asset and investment purchases, (see table)					
	-	-	-	-	-
	-	-	-	-	-
Sub total	-	-	-	-	-
Total payments	37,023	14,580	-	51,603	-
Net of receipts/(payments)	- 0	11,354	-	11,354	-
A5 Transfers between funds	-	-	-	-	-
A6 Cash funds last year end	-	489	-	489	-
Cash funds this year end	- 0	11,843	-	11,843	-

Section B Statement of assets and liabilities at the end of the period

Categories	Details	Unrestricted funds to nearest £	Restricted funds to nearest £	Endowment funds to nearest £
CCXX R1 accounts (SS)				18/08/2016

B1 Cash funds

Funds - previously invested in 3.5% war stock		11	-
Funds - previously invested in 3.5% war stock		478	-
Funds - previously invested in 2.5% consolidated stock		11,354	
Total cash funds	-	11,843	-

(agree balances with receipts and payments account(s))

OK

OK

OK

B3 Investment assets

Details	Fund to which asset belongs	Cost (optional)	Current value (optional)
COIF - charities deposit account 965060001C - 32911/04	Unrestricted	-	4,880
Majedi Investments PLC	Unrestricted	-	692
COIF special range 951170001C - 32911/05	Unrestricted	-	881
2.5% consolidated stock	Unrestricted	-	-

B4 Assets retained for the charity's own use

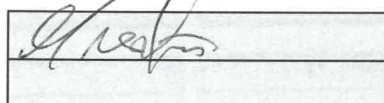
Details	Fund to which asset belongs	Cost (optional)	Current value (optional)
Land at Alice Park	Unrestricted	54,000	
Property - cottage one	Unrestricted	33,000	
Tea Chalet & Storage	Unrestricted	4,000	
Car Park	Unrestricted	2,500	
Toilets - Land & Buildings	Unrestricted	27,000	
Tennis Courts	Unrestricted	18,750	
Garden Shelter	Unrestricted	14,250	
Play Equipment	Unrestricted	17,893	-

Signed by one or two trustees on behalf of all the trustees

Signature

Print Name

Date of approval



MICHAEL NORTON

22/8/16



VALUATION REPORT

Alice Park, Gloucester Road,
Bath, BA1 7BW

Prepared for *Bath and North East Somerset Council*

September 2015



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EXECUTIVE SUMMARY



ADDRESS

ALICE PARK, GLOUCESTER ROAD, BATH, BA1 7BW

DESCRIPTION

The Property comprises circa 8 acre open parkland, a circa 1940's semi-detached two storey building currently used as a day nursery, a tea chalet and a public convenience block.

LOCATION

Alice Park is located in Bath at the junction of London Road (A4) and Gloucester Road (where the entrance is located) approximately 0.3 km from the A46, the primary arterial route into Bath. The M4 motorway is 13 km to the north via the A46 and the city centre is approximately 2.5 km to the west via the A4.

TENURE

Freehold

VALUATIONS

Market Value (31 March 2015)

1 Alice Park (Nursery)	£165,000
Tea Chalet	£20,000
Public Convenience	£37,000
Park	£215,000
Total	£437,000

Market Value (Index back to 1 April 1996)

1 Alice Park (Nursery)	£33,000
Tea Chalet	£4,000
Public Convenience	£27,000
Park	£54,000
Total	£118,000

Valuation

Private & Confidential

Property & Project Delivery – Property Projects
Bath and North East Somerset Council
Northgate House
Upper Borough Walls
Bath
BA1 1RG

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For the attention of Hayley Ponsford

02 September 2015

Our Ref: ADS/TAM/151449

Dear Hayley

NAME: BATH AND NORTH EAST SOMERSET COUNCIL
ADDRESS: ALICE PARK, GLOUCESTER ROAD, BATH, BA1 7BW (THE “PROPERTY”)

1 TERMS OF REFERENCE

1.1 Instructions

We understand that you own the freehold interest in the Property and it is held in part (tea chalet and nursery) as an investment. You have requested a valuation for inclusion in your company accounts in accordance with the International Financial Reporting Standards (IFRS).

This valuation is prepared in accordance with your instructions of 12 August, the terms of our letter of 2 September 2015, and the Valuation Procedures and Assumptions enclosed with that letter. Copies of these documents are enclosed in Appendix 1.

1.2 Date of valuation

31 March 2015. As instructed, we have then indexed back the values to the 1 April 1996. We have discussed the adopted indexation methods in Section 7 of this report. The importance of the valuation date must be stressed as property values may change over a relatively short period.

1.3 Standards

This valuation has been prepared in accordance with the RICS Professional - Valuation Standards, (the “Red Book”). The extent of our investigations and the sources of information on which we have relied are described in the Valuation Procedure and Assumptions.



1.4 Independence and Objectivity

We are required by the RICS Red Book to disclose the following:

- We have not previously valued the Property before.
- We have an ongoing fee earning relationship with the Authority through the delivery of property consultancy services in respect of other properties.
- In our financial year ending 31 December 2014, total fees earned from the Authority were less than 5% of our company turnover.

1.5 Valuer details

This report has been prepared by Andrew Shoubridge MSc MRICS, RICS Registered Valuer, and reviewed by Richard Clark MRICS Dip.Law FNARA RICS Registered Valuer. I confirm that we have the knowledge, skills and understanding to undertake this valuation competently. We confirm we have no interest in the Property and that we have undertaken this valuation in the capacity of External Valuers.

1.6 Indemnity

We have sufficient professional indemnity cover for this instruction and our overall workload

2 VALUATION FOR ACCOUNTING PURPOSES

These valuations are for inclusion in your accounts and have been prepared in accordance with the Chartered Institute of Public Finance and Accountancy (CIPFA) IFRS Based Code of Practice on Local Authority Accounting.

Property assets are to be classified into one of the following groups:

- Property plant and equipment.
- Leases and lease type arrangements i.e. Operational or Finance.
- Investment property.
- Assets held for sale.

The classification of the Property is in part an Investment Property (1 Alice Park and Tea Chalet) and part Property Plant and Equipment (Public Convenience and Alice Park).

3 VALUATION DEFINITIONS AND METHODOLOGY

3.1 Fair Value

All assets other than infrastructure, community assets and assets under construction are to be measured at Fair Value. There are separate valuation requirements that apply to leases and lease type arrangements.

'Fair Value' is defined in International Financial Reporting Standards (IFRS) as:

"The price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measured date"

IFRS 13 reinforces that Fair Value is a market based assessment which uses the assumptions that market participants would use when pricing the asset under current market conditions.

IAS 16, which sets out the accounting requirements for property, plant and equipment, states that if the Fair Value of an item of property can be measured reliably then this should be used as the basis for valuation less any accumulated depreciation and impairment losses.

IAS 40, which sets out the accounting requirements for investment property, also states that investment property can be valued using a fair value model.

Because of this requirement to reflect market based evidence in the assessment of Fair Value under these two standards, the International Valuation Standards (IVS) stipulate that valuations under both IAS 16 and IAS 40 should be reported on the basis of Market Value. The Red Book requires members preparing valuations for use under IFRS to follow IVS.

3.2 Market Value

Market Value is defined as:

"The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion"

Market Value is the price that would be agreed in a hypothetical transaction, with no adjustment made for costs that would be incurred by the parties, including any liability for VAT, stamp duty or other taxes. It is also gross of any mortgage or similar financial encumbrance.

Where applicable, our valuation reflects evidence of recent market transactions involving similar properties. Appropriate adjustments have been made to reflect differences in size and location of the properties, the circumstances of the transaction under consideration and any changes in market expectations between the transaction date and the valuation date.

3.3 Depreciated Replacement Cost

Depreciated Replacement Cost (DRC) is recognised as an acceptable method of estimating Market Value where more reliable methods, such as market comparison, cannot be applied.



DRC is:

“The current cost of replacing an asset with its modern equivalent asset less deductions for physical deterioration and all relevant forms of obsolescence and optimisation”

The validity of our valuations using the DRC approach depends upon a continuing requirement of the Council to use the asset for the provision of the service. The valuation on this basis cannot be relied upon as an indication of the amount that could be recovered if the service was discontinued and the asset retired.

We have used the DRC method in our valuation of the Public Convenience.

4 EXTENT OF DUE DILIGENCE & INFORMATION SOURCES

4.1 Inspection

4.2 The Property was inspected internally on 20 August 2015 by Andrew Shoubridge MSc MRICS RICS Registered Valuer.

4.3 Floor areas

We have undertaken a measured survey of the Property.

4.4 Condition

We have made the assumption that ground conditions are suitable for the current buildings and structures or for any redevelopment.

We have not been provided with a structural Survey, and cannot therefore, comment on this.

4.5 Environmental investigation

As provided in our terms of engagement, we have not made detailed enquiries to establish whether or not contamination is present

4.6 Tenure, title and tenancies

We have been provided with a copy of the following leases and documents:

- Lease between Trustee for the Alice Park (1), The Official Custodian for Charities (2) and Jacqueline Helen Watson (3) dated 08 February 2008.
- Lease between Bath and North East Somerset Council (1), The Official Custodian for Charities (2) and Anthony Wilson Hickman dated 04 September 2014.
- Management contract/lease between Bath and North East Somerset Council (1) and Healthmatic Limited dated 27 March 2014 along with a Public Convenience Contract.

4.7 Town planning

We have made internet based enquiries with Bath and North East Somerset council's planning department and the information obtained is assumed to be correct.



5 PROPERTY INFORMATION

5.1 Location

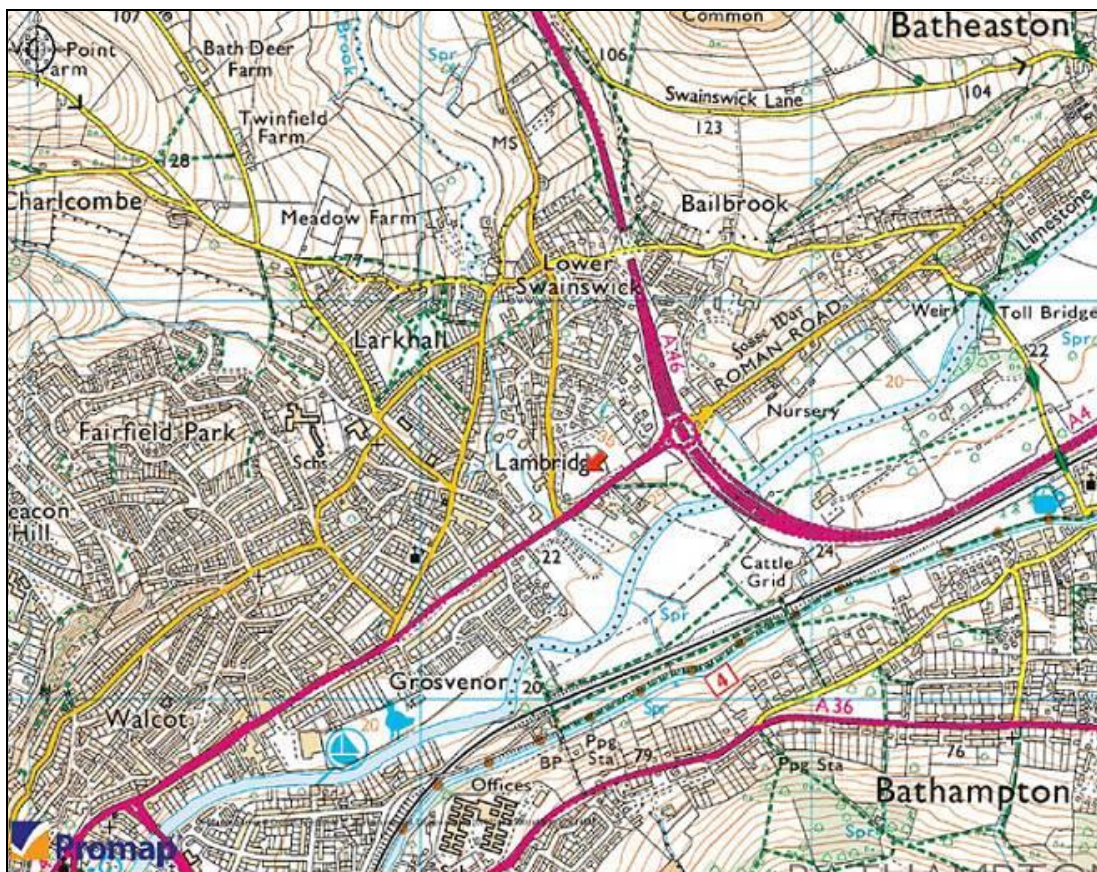
Bath, with a population of around 90,000 is well known as an international visitor destination thanks to its cultural and built heritage, thermal springs and landscape and its designation as a World Heritage site.

Bath is a key economic centre in the West of England along with being a regional shopping hub and University town, with two well-regarded Universities.

Alice Park is situated at the junction of London Road (A4) and Gloucester Road (where the entrance is sited) approximately 0.3 km from the junction of the A4 and A46, the primary arterial route into Bath. The M4 motorway is 13 km to the north via the A46 and the city centre is approximately 2.5 km to the west via the A4.

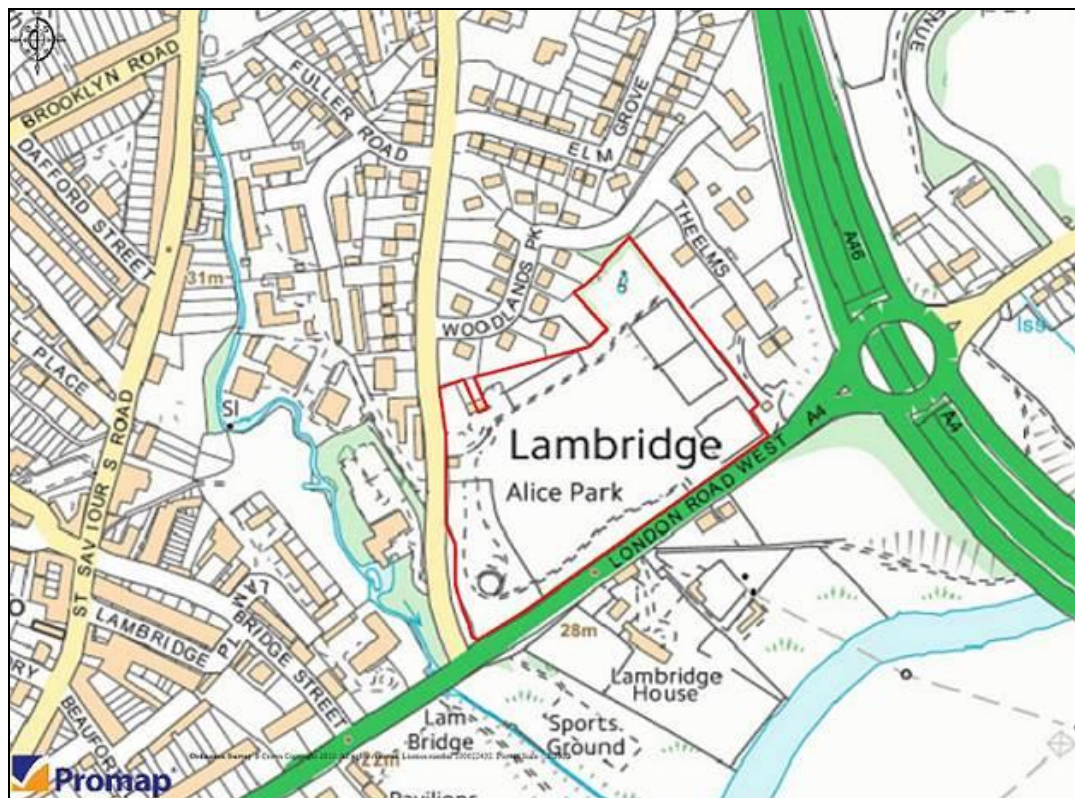
The Park is located in the Lambridge area of Bath in a primarily residential area with easy access from the area of Larkhall and Lower Swainswick.

The below map show the location of the Property:



5.2 Description

We attach an extract from the Ordnance Survey on which we show our understanding of the boundary of the Property edged in red. The site area extends to approximately 8.758 acres (3.544 hectares).



The park and cottages were originally commissioned by Herbert Montgomery Mac Vicar, a wealthy local resident, as a memorial to his deceased wife and designed by Geoffrey Jellicoe and constructed between 1937 and 1940.

The Property comprises four elements, the park itself, a semi-detached former park keeper's cottage now used as a day nursery, a tea chalet and a public convenience.

1 Alice Park

One Alice Park comprises a two storey semi-detached former residential property of Ashlar stone construction under a pitched tile covered roof. The façade incorporates architectural reliefs to the front elevation, a deep soffit and steel framed single glazed windows with wooden shutters to the exterior of the ground floor. The entrance to No. 1 in the west gable has a flat pedimented door case with another carved relief depicting a bouquet of flowers above. The door itself is timber ledged and braced.

Internally walls and ceilings are plastered and painted with a mixture of ceiling mounted down lights and pendants. Floors are timber and covered in carpet or linoleum. A timber framed conservatory has been added to the rear of the building offering extra internal space.

To the rear of the Property is a garden and patio area with two wooden sheds and a gazebo.

The configuration of the Property has changed little from its previous residential use, with three rooms to the first floor which are currently used as two play rooms, an office and a

further play room to the ground floor with a children's toilet, staff toilet, kitchen and conservatory.

Tea chalet

The tea chalet is an oblong timber framed and clad building under a pitched tile roof. There are two single glazed steel framed windows to the front with metal casement shutters to the exterior and double metal doors to the entrance. Internally the Property is fitted out as a café to a good specification with plastered painted walls, ceiling mounted spotlights and a tiled floor.

There are three canopied customer seating areas to the front of the chalet, although this is not demised to the tenant.

Public convenience

The public conveniences comprise an octagonal timber framed and clad building under a pitched tile roof. There are two unisex cubicles with metal door with coin operated entry. There was also three other timber access doors which we were unable to gain access to.

The Park

The park itself is comprised predominantly of open grass space interspersed with numerous specimen trees. Excluding the elements listed above and appropriate access to each element, the remainder of the park extends to 8.535 acres.

To the North east of the park, adjacent to the entrance is a tarmac covered car park with space for approximately 20 cars. To the south west of the park is a children's play area with apparatus such as climbing frames, swings and a sand pit.

The north of the park is a community garden with an oak framed open sided shelter to the west and a wildlife habitat/pond area to the east.

The east of the site is primarily taken up with three sealed surface hard standings providing six tennis courts that are enclosed with metal chain link fencing.

The park as a whole is bounded by a mixture of fencing and hedges with an Ashlar stone wall running the length of its boundary with the A4, save for a southerly entrance.



Front elevation of 1 Alice park



West elevation of 1 Alice park



Tea chalet



Tea chalet – internal fit out



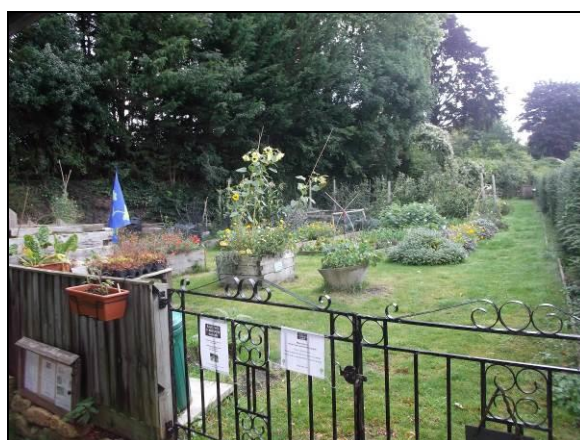
Public conveniences



Children's play area



Community garden shelter



Community garden



View over the park



Tennis courts

5.3 Accommodation

1 Alice Park (Nursery)

Description	Net internal area	
	Sq m	Sq ft
Ground floor	35.68	384
First floor	32.38	349
Total net internal area	68.06	733

Tea Chalet

Description	Gross internal area	
	Sq m	Sq ft
Ground floor	27.33	294

Public Conveniences

Description	Gross internal area	
	Sq m	Sq ft
Ground floor	40	431

5.4 Ground conditions

We have not seen a report on ground conditions. We have made the assumption for the purpose of this valuation that ground conditions are suitable for the current buildings and structures or for any redevelopment.

Since our normal enquiries and inspection did not suggest that there are likely to be archaeological remains present in or on the Property, we have assumed that no abnormal constraints or costs would be imposed on any future development at the Property by the need to investigate or preserve historic features.

5.5 Environmental issues

As provided in our terms of engagement, we have not made detailed enquiries into the previous uses or to establish whether or not contamination is present.

However as a result of our normal inspection and other enquiries in connection with this valuation, we are not aware of any potential contamination. Accordingly, our valuation assumes that there is no current or latent contamination that could adversely affect the Property. If a detailed environmental investigation reveals actual or potential contamination, our valuation may be adversely affected

The Environment Agency flood maps show that the property does not lie in a flood risk area.

The Property is located within an area of between 10-30% radon potential.

5.6 Repair

The built elements:

We have not had site of a structural report. At the time of our inspection the Property was in a good state of repair with no major defects noted. We have not had site of an Asbestos Survey.

Providing adequate routine maintenance is undertaken, we consider that the buildings have a remaining economic life in excess of 20 years.

The open park land:

At the time of inspection the property presented well and appeared to be well maintained with no major defects noted in any of the structures present.

5.7 Tenure

The Property Register states that the property is held freehold under title number ST277651.

The transfer of the Property to the ownership of Bath and North East Somerset Council is dated 31 March 1999.

5.8 Rating

The Property is described in the 2010 Rating List as follows:

Address	Description	Rateable Value Per Annum
1 Alice Park Cottages, Gloucester Road, Bath, BA1 7BL	Day nursery and premises	£3,400
Alice Park Tea Chalet, Alice Park, Gloucester Road, Bath, BA1 7BL	Tea chalet and premises	£1,650

The National Non-Domestic Rate for the financial year 2015/16 is £0.493; however some small businesses are eligible for a reduced rate or relief in some circumstances.

5.9 Planning

We have made verbal enquiries with Bath and North East Somerset council's planning department and the information obtained is assumed to be correct.

The Bath & North East Somerset Adopted Core Strategy was adopted in July 2014 which includes Saved policies from the Bath & North East Somerset Local Plan (2007), provides a comprehensive land use and sustainable development framework for the Bath area and contains the following policies that are relevant to the current or future utilisation of the Property.

Core strategy:

- Policy B4 The World Heritage Site and its Setting.
- Policy CP6 Environment Quality.
- Policy CP8 Green Belt.
- Place-Based Sections Local Plan.

Saved policies from the Local Plan:

- BH.1- World Heritage Site.
- BH.6 – Development within or affecting Conservation Areas.
- D2 – Design and public realm.
- D.4 – Townscape considerations.
- CF.2 – Community facilities.
- ES.15 – Contaminated land.

These policies have been given high priority in the planning policy for the future of bath to promote higher quality development with an onus on preserving and enhancing current green spaces, creating more "green infrastructure" in future development, and to promote ecological and sustainable methods to encourage biodiversity and the health and wellbeing of local inhabitants.

The following planning applications relate specifically to the subject Property:



Park

- 12/05205/COND- Discharge of conditions 1, 2 and 3 of application 12/01562/FUL (Change of use of fallow land (south of boundary with Woodlands Park) to a community garden, erection of an oak shelter, greenhouse and metal shed and provision of bike racks and a wildlife pond.)
- 12/01562/FUL - Change of use of fallow land (south of boundary with Woodlands Park) to a community garden, erection of an oak shelter, greenhouse and metal shed and provision of bike racks and a wildlife pond.

1 Alice Park

- 07/00220/LBA - Erection of rear conservatory and alterations to facilitate use as Children's day nursery.
- 06/02110/FUL - Change of use from residential (Use Class C2) to children's day nursery (Use Class D1) and erection of rear conservatory

Public Conveniences

- 14/01497/FUL - External alteration to existing public convenience (Sui Generis).

One Alice Park is also Grade II listed and the Property as whole falls within a Conservation Area and a World Heritage site.

6 TENANCY

6.1 Occupational leases

We have been provided with a copy of two occupational leases and the management agreement/ lease relating to the public convenience.

- 1 Alice Park between Trustee for the Alice Park (1), The Official Custodian for Charities (2) and Jacqueline Helen Watson dated 8 February 2008.
- The Tea Chalet between Bath and North East Somerset Council (1), The Official Custodian for Charities (2) and Anthony Wilson Hickman dated 4 September 2014.
- The public conveniences between Bath and North East Somerset Council (1) and Healthmatic Limited dated 27 March 2014.

We are instructed to value the freehold interest in the Property subject to the occupational leases. We summarise the principal terms below:

1 Alice Park (Nursery)

Lease date	8 February 2008
Landlord	Trustee for the Alice Park (1) The Official Custodian for Charities (2)
Tenant	Jacqueline Helen Watson
Demised premises	1 Alice Park Cottages – all that land and buildings – shown on plan
Term	20 years from 8 Feb 2008
Break Clause	None
Current rent	£13,600
Rent review provisions	Review date – 8 February 2012 and every fourth year Arbitrator or expert 10 year hypothetical term Usual assumptions/disregards Time not of the essence
Business rates	Tenant
Repair	To put and keep the Premises in good and structural repair
Insurance	Landlord to insure and recover from tenant



Alienation	Assignment/underletting of whole only with consent and subject to conditions
Alteration	Internal non-structural only with consent Tenant to carry out alterations contained in planning application 06/02110/FUL and under listed building consent 07/00220/LBA
User	Children's Day Nursery or any use within Class D1
Security of tenure	Yes

Tea Chalet

Lease date	4 September 2014
Landlord	Bath and North East Somerset Council (1) The Official Custodian for Charities (2)
Tenant	Anthony Wilson Hickman
Demised premises	All that land and buildings (tea chalet) –approx. 28.5 m2 – shown on lease plan
Term	6 years
Break Clause	None
Current rent	£950
Rent review provisions	Review date – 4 September 2015 and each anniversary thereafter Upwards only – RPI indexed
Business rates	Tenant
Repair	Put and keep premises including the shed in good and substantial repair and condition
Insurance	Landlord to insure and recover from tenant
Alienation	Assignment/underletting of whole only with consent and subject to conditions

Alteration	Internal non-structural only with consent NTBUWOD
User	For the provision of catering and refreshment services and alcohol (only under the current tenancy). (keep open clause included).
Security of tenure	No

Public Convenience

Lease date	27 March 2014
Landlord	Bath and North East Somerset Council
Tenant	Healthmatic Limited
Demised premises	Various public conveniences
Term	20 years to expire no later than 5 January 2034
Break Clause	5 January 2029 – or with 12 months' notice at any time
Current rent	Peppercorn
Rent review provisions	None
Business rates	Tenant
Repair	Full repairing
Insurance	Landlord to insure. Any additional premium related to sub-letting and ancillary use to be recovered from the tenant
Alienation	Sub-letting of whole or part only with consent
Alteration	With consent. Tenant to carry out Contractor's investment within 2 years of commencement of lease
User	Public Convenience
Security of tenure	No

7 VALUATION

7.1 Valuation Calculations

We have set out below our different approaches to valuing each different element of the property. We have also provided details of how we have indexed back to 1 April 1996.

Indexation

You have requested us to index the values as at 31 March 2015 back to 1 April 1996. In order for us to do this we have considered a number of indexes but have adopted the following:

IPD UK Monthly Property Index

The Investment Property Databank Index (IPD) is a property performance index which tracks retail, office and industrial properties. The index includes data on actual property transactions from institutional investors and property companies. It produces annual and monthly figures for the total property return. The UK IPD index is the standard benchmark for investors to analyse the performance of property in the UK market.

The appropriate index figures are set out below:

March 2015 – All Property Index – 1,165.11

April 1996 – All Property Index – 235.56

Based on the above, property values are 79.78% lower in April 1996 compared to March 2015. We have applied this discount in calculating the values as at 1 April 1996 for 1 Alice Park (nursery) and the tea chalet.

RICS/ RAU Rural Land Market Survey H1 2015

We are not aware of any specific index that relates to park land, so we have adopted an index that relates to farmland. The index is based on statistics provided by RICS members in England and Wales, and are collated by the Royal Agricultural University.

The appropriate weighted average price of farmland for England and Wales are set out below:

2015 – £10,000

1996 - £2,500

Based on the above, land values are 75% lower in 1996 compared to 2015. We have applied this discount in calculating the values as at 1 April 1996 for Alice Park (land only).

BCIS

The Build Cost Information Service (BCIS) is part of the Royal Institution of Chartered Surveyors and is a leading provider of cost and price information for the UK construction industry. The costs provided are inclusive of preliminary costs but exclusive of professional fees and contingency. For each different type of property there are generally a range of build costs provided. These are split over lowest, lowest quartile, median, upper quartile and highest.

We have valued the Public Convenience using the DRC method. In order for us to do this we need to establish the build cost of a public convenience. We have adopted the mean figure from the BCIS which has been re-based to Bath. BCIS also provides historic build costs. We have set out the appropriate costs below:

2015 - £1,401

1996 - £698

We have undertaken two DRC valuations adopting the above build costs.

1 Alice Park

As 1 Alice Park has a lease in place and an income stream, the most appropriate method of valuation is the investment method. This involves capitalising the current income and future income at an appropriate yield to produce a value. We have then cross checked this value against sales of similar properties. However, we are not aware of any recent sales of nurseries and have had regard to the sale of basic offices, located outside the city centre.

The current passing rent of £13,600 per annum, which was set at the February 2012 rent review, equates to £18.55 per sq ft. In our opinion this is the best source of evidence as we are not aware of any other lettings of nursery premises. As a cross check we have also had regard to achieved rents for basic office premises in the surrounding area. The most recent office rental transactions that have occurred range between £11.30 and £18 per sq ft. In our opinion the Property is currently rack rented.

We have capitalised the income at a yield of 8%, which after allowing for purchasers costs of 2.8%, produces a value of £165,000. This equates to £225.10 per sq ft.

The Tea Chalet

As with 1 Alice Park, this Property has a lease and an income stream, as such the investment method will be used. However the unique nature of the Property in terms of construction and location makes it very difficult to compare to other transactions.

The current passing rent of £950 per annum, which was set at initial lease start in September 2014, equates to £3.23 per sq ft. We note that this is linked to RPI, which we have factored into our valuation.

The closest established retail pitch in the area is in Larkhall, where recent lettings equate to £10 to £18 per sq ft, although this is for a bricks and mortar buildings in an established location.

Although the passing rent appears low in relation to the above rents it was only set in September 2014 and can be considered the best source of evidence for this unique property.

We have capitalised the income at a yield of 4.67% which after allowing for purchasers costs of 1.8% produces a value of £20,000. This equates to £68 per sq ft.

Public Conveniences

Although there is a lease in place this is stated to be a public convenience contract at a peppercorn rent that the Council can break with one month's notice. We have therefore not factored the lease into our valuation.

This type of property does not generally trade in the market. As such, it is not appropriate to value it based on market evidence. We have instead adopted the depreciated replacement cost (DRC) method of valuation. The basis of this method of valuation is to establish the cost of a modern equivalent, including costs for site works, professional fees, contingency and finance, and then discount this based on the assessment of Remaining Life. In this case we have assumed a Remaining Life of 20 years. A value of £37,000 is produced.

Alice Park

To value the open parkland element of the Property, it is most appropriate to use the comparable method of valuation, where transactions of similar land are analysed and transposed to the property in question.

Open parkland/leisure/amenity land ranges from £15,000 to £30,000 per acre, dependant on location and provision of facilities such as car parks, tennis courts and changing rooms.

There are very few comparable transactions for this type of property but we have had regard to the below:

Bath Rugby's Lambridge Training Ground, was sold in 2013 for £415,000, equating to £35,000 per acre. This 11.2 acre level site included parking, basic changing facilities and flood lighting. The training ground is situated on the opposite site of London Road so is in very close proximity, and offers a similar although slightly better range of facilities. We note that the purchaser, Bath Rugby Club, can be classed as a special purchaser so a slightly inflated price was achieved.

In light of this, we feel the appropriate rate to apply to the open parkland element of the Property is £25,000 per acre. We have applied this rate to 8.535 acres, which is the total park acreage minus the areas of 1 Alice Park, the public convenience, the tea chalet and the land required to access them. The reason for doing this is that we have applied separate values to these elements. This produces a value of £213,375, which we have rounded to £215,000.

7.2 Valuations

We are of the opinion that the Market Value of the freehold interest in the Property as at 31 March 2015 is in the region of:

£437,000

(FOUR HUNDRED AND THIRTY SEVEN THOUSAND POUNDS)

The summary of values in respect of each property is as follows;

Property	Valued by reference to DRC (£)	Valued by reference to Market Comparables (£)
1 Alice Park (Nursery) Tea Chalet Alice Park		£165,000 £20,000 £215,000
Public Convenience	£37,000	
TOTAL	£37,000	£400,000



We are of the opinion that the Market Value of the freehold interest in the Property indexed back to 1 April 1996 is in the region of:

£118,000

(ONE HUNDRED AND EIGHTEEN THOUSAND POUNDS)

The summary of values in respect of each property is as follows;

Property	Valued by reference to DRC (£)	Valued by reference to Market Comparables (£)
1 Alice Park (Nursery)		£33,000
Tea Chalet		£4,000
Alice Park		£54,000
Public Convenience	£27,000	
TOTAL	£27,000	£91,000

Property values may change significantly over a relatively short period. Consequently our valuation may not be valid on a date other than the stated valuation date.



8 GENERAL CONDITIONS

This report and valuation has been prepared on the basis that there has been full disclosure of all relevant information and facts which may affect the valuation.

This report is private and confidential to Bath and North East Somerset Council. It may not be disclosed to any third party without our prior written consent, nor published in any document or circular, without our prior approval in writing as to the form and context in which it shall appear.

If it is intended to make a reference to this report in any published document, a draft of a suitable statement is included at Appendix 3. However, even if this is used without alteration, our prior approval to publication is still required so that we can approve the reference in context. In breach of this condition, no responsibility can be accepted to third parties for the comments or advice contained in this report.

Yours faithfully

Andrew Shoubridge MSc MRICS
RICS Registered Valuer

Richard Clark MRICS Dip.Law FNARA
RICS Registered Valuer

For and on behalf of BNP Paribas Real Estate



APPENDIX 1

Terms of Engagement



**BNP PARIBAS
REAL ESTATE**

Valuation

Private & Confidential

Bath and North East Somerset Council
Northgate House
Upper Borough Walls
Bath
BA1 1RG

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For the attention of Hayley Ponsford

Your Ref:
Our Ref: ADS/TAM/151449

02 September 2015

Dear Hayley

ALICE PARK, GLOUCESTER ROAD, BATH, BA1 7BW (THE "PROPERTY")

Further to our recent exchange of emails I confirm that we are delighted to accept your instruction to undertake a valuation of the Property for accounting purposes. We understand that you own the freehold interest in the Property and the tea chalet and nursery are held as investments.

We shall value as at 31 March 2015 and as requested provide a valuation indexed back to 1st April 1996. Our valuation is in accordance with the International Financial Reporting Standards (IFRS).

I confirm that the valuation will be undertaken in accordance with the current RICS Professional - Valuation Standards, (the "Red Book"). Our report will also comply with the relevant provisions of the International Valuation Standards (IVS).

Attached to this letter is a document entitled "Valuation Procedures and Assumptions" which describes the work that we will undertake, the sources of information upon which we shall rely and the limitations that will apply to our investigations and report. A copy of our Terms and Conditions of Business is also attached.

I can confirm that we have had no material involvement with either the Property or any other party connected with this Property and that I am aware of nothing that could create a conflict with our duty to provide you with an objective and independent valuation.

I can confirm that we hold professional indemnity insurance in respect of the service to be provided.

We will undertake an internal inspection of the property.

We will provide you with our opinion of the Market Value of the property at the valuation date confirmed above.

BNP Paribas Real Estate Advisory & Property Management UK Limited

Registered office: 5 Aldermanbury Square, London EC2V 7BP

Registered in England No. 4176965

www.realestate.bnpparibas.co.uk



Regulated by RICS



BNP PARIBAS REAL ESTATE

The valuation will be carried out by Andrew Shoubridge RICS Registered Valuer and reviewed by Richard Clark RICS Registered Valuer. We confirm that they have the knowledge, skills and understanding necessary to undertake the valuation required.

Our fee for undertaking this work will be £3,000. This figure will be subject to the addition of VAT.

Our report will be addressed to you and is for your use only. No responsibility will be accepted to any other party. Our prior consent in writing will be required if you wish to reproduce the report or refer to it in any published document. Our valuation file may be subject to confidential monitoring in order to ensure compliance with the RICS conduct and disciplinary regulations.

I do not believe that any of these conditions conflict with your requirements but if you believe they do, please do not hesitate to contact me. Otherwise I would be grateful if you could sign and return the attached duplicate of this letter as confirmation that you wish us to proceed on this basis. If I do not hear from you to the contrary prior to the issue of our report I shall assume that these conditions are agreed.

Yours sincerely

Andrew Shoubridge MSc MRICS
RICS Registered Valuer
For and on behalf of BNP Paribas Real Estate

I confirm that I / we* agree that this letter and the accompanying documents it refers to is an accurate summary of the service that I require, and of the terms that I / we* accept for its provision.

Signed:

Position:

Date:

* delete as appropriate

VALUATION PROCEDURES AND ASSUMPTIONS

The investigations and enquiries on which our valuations are based are carried out by valuation surveyors, making appropriate investigations having regard to the purpose of the valuation. Our reports and valuations are prepared in accordance with the RICS Valuation – Professional Standards (the “Red Book”).

Subject to any variation expressly agreed and recorded in the accompanying letter, our work will be on the basis set out below:

1 Condition and Repair

Unless specifically instructed to carry out a separate building survey, or commission a test of service installations, our valuation will assume:

- (i) That except for any defects specifically noted in our report, the property is in good condition.
- (ii) That no construction materials have been used that are deleterious, or likely to give rise to structural defects.
- (iii) That no hazardous materials are present.
- (iv) That all relevant statutory requirements relating to use or construction have been complied with.
- (v) That any services, together with any associated computer hardware and software, are fully operational and free from impending breakdown or malfunction

We shall, however, reflect the general condition noted during the course of our valuation inspection and any defects or hazards of which we become aware in the course of our investigations. Any matters that we consider material to the valuation will be referred to in our report.

2 Ground Conditions and Environmental Risks

Unless provided with information to the contrary, our valuation will assume:

- (i) That the site is physically capable of development or redevelopment, when appropriate, and that no special or unusual costs will be incurred in providing foundations and infrastructure.
- (ii) That there are no archaeological remains on or under the land which could adversely impact on value.
- (iii) That the property is not adversely affected by any form of pollution or contamination.
- (vi) That there is no abnormal risk of flooding.

We shall, however, comment on any factors discovered during the course of our valuation enquiries that could affect the market perception of risks caused by these factors.

3 Tenure and tenancies

We shall rely upon information provided by you or your solicitor relating to tenure and related matters. We will not commission a formal legal search and will assume the information provided to be accurate, up-to-date and complete.

4 Planning and highway enquiries

We shall make informal enquiries of the local planning and highway authorities and also rely on information that is publicly published or available free of charge. Any information obtained will be assumed to be correct. No local searches will be instigated. Except where stated to the contrary, we shall assume that there are no local authority planning or highway proposals that might involve the use of compulsory purchase powers or otherwise directly affect the property.

5 Floor areas

All measurements will be taken in accordance with the RICS Code of Measuring Practice. The floor areas in our report will be derived from measurements taken on site or that have been scaled from the drawings supplied and checked by sample measurements on site.

6 Plant and machinery

We will include in our valuations those items of plant and machinery normally considered to be part of the service installations to a building and which would normally pass with the property on a sale or letting. We will exclude all items of process plant and machinery and equipment, together with their special foundations and supports, furniture and furnishings, vehicles, stock and loose tools, and tenants fixtures and fittings.

7 Tenant status

Although we reflect our general understanding of a tenant's status in our valuation, we will make no detailed enquiries about the financial status of tenants. We will assume that appropriate enquiries were made when leases were originally exchanged, or when consent was granted to any assignment or underletting.

8 Development properties

For properties in course of development, we will reflect the stage reached in construction and the costs remaining to be spent at the date of valuation. We have regard to the contractual liabilities of the parties involved in the development and any cost estimates that have been prepared by the professional advisers to the project. For recently completed developments we will take no account of any retentions, nor will we make allowance for any outstanding development costs, fees, or other expenditure for which there may be a liability.

Terms and conditions of business

DEFINITIONS

In these Conditions:

"Affiliate" means any company, partnership or other entity which directly or indirectly controls, is controlled by or is under common control with Us;

"Conditions" means these terms and conditions of business;

"Confidential Information" means any technical, financial and commercial information obtained or received by You directly or indirectly from Us (and vice versa) in the course of or in anticipation of the Services;

"Engagement Letter" means the engagement letter from Us to You;

"Information" means any documents, advice, information, reports, instructions and/or assistance that We may require from You;

"Intellectual Property Rights" means patents, registered and unregistered trade marks and service marks, registered and unregistered design rights, copyright, database rights, rights in know-how and confidential information, applications for and rights to apply for any of the above, and any other similar rights recognised from time to time in any country, together with all rights of action in relation to the infringement of any of the above;

"Materials" includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information or data in any form;

"Property" means the property/ies, which is/are the subject of Your instructions to Us;

"Services" means the services and/or work performed or to be performed by Us as set out in the Engagement Letter and/or Service Specific Terms of Engagement, together with any other services and/or work which We provide or agree to provide to You from time to time;

"Service Specific Terms of Engagement" means the specific terms of engagement, if any, referred to in the Engagement Letter;

"Terms of Engagement" means these Conditions, the Engagement Letter and the Service Specific Terms of Engagement, in each case as may be varied in writing and agreed by Us and You from time to time;

"Transaction" means any transaction entered or intended to be entered into by You in relation to which the Services are to be performed;

"We, Us and Our" means BNP Paribas Real Estate Advisory & Property Management UK Limited, a company registered in England and Wales under company number 04176965 whose registered office is at 5 Aldermanbury Square, London EC2V 7BP; and

"You, Your and Yourself" means the person or persons, firm, company, authority or other organisation to whom We are to supply the Services, as set out in the Engagement Letter.

1 Terms of Engagement

- 1.1 The Services will be provided pursuant to the Terms of Engagement.
- 1.2 The Terms of Engagement comprise the whole agreement between Us and You in relation to the provision of Services. Both parties acknowledge and agree that, in entering into the Terms of Engagement, they do not rely on, or have not relied on, any undertaking, promise, assurance, statement, representation, warranty or understanding (whether made orally or in writing) of any person (including Us and You) relating to the subject matter of the Terms of Engagement, other than as expressly set out in the Terms of Engagement.

- 1.3 If any provision (or part of a provision) of the Terms of Engagement is found by any court of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions (or remainder of the affected provision) will remain in force.
- 1.4 Subject to the rights of any BNPPRE Person granted under clause 14.7, the Terms of Engagement are made solely for the benefit of Us and You, and (where applicable) Our or Your successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else. Except as stated in clause 14.7, and for the purpose of the Contract (Rights of Third Parties) Act 1999, the Terms of Engagement do not and are not intended to give any rights, or right to enforce any of their provisions, to any person who is not a party to them.
- 1.5 The Engagement Letter constitutes an offer by Us to You to provide the Services specified in it on the Terms of Engagement. By counter-signing the Engagement Letter You formally accept the Terms of Engagement. Notwithstanding the previous sentence, You agree that all and any Services provided prior to Your counter-signature of the Engagement Letter shall be governed by the Terms of Engagement.
- 1.6 In the event of any conflict arising between the documents comprising the Terms of Engagement, the following order of precedence shall apply:
 - (a) Engagement Letter;
 - (b) Service Specific Terms of Engagement;
 - (c) these Conditions.
- 1.7 The Terms of Engagement and any dispute arising out of or in connection with them or their subject matter, shall be governed by and construed in accordance with the laws of England and Wales. The parties both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Terms of Engagement or their subject matter.

2 Changes in Scope

The scope of the Services will be limited to the matters set out in the Terms of Engagement. However, this does not preclude Us from considering and agreeing with You, in writing, changes to the scope of the Services from time to time.

3 Timetable

- 3.1 We will discuss with You the nature and timing of the delivery of Services and the most effective way of implementing them. The timetable for completion of the Services assumes that the Information will be made available in good order and in a timely manner and will be provided in accordance with the provisions of clause 5.
- 3.2 Dates for performance and/or completion of the Services are estimates only and shall not be construed as being of the essence to the Terms of Engagement. We will, however, use reasonable endeavours to perform the Services on or by the dates specified and agreed in writing.

4 Services

We undertake to perform the Services using reasonable care and skill and in accordance with the professional standards to which We are subject.

5 Information

- 5.1 You shall provide to Us, free of charge and within any specified time limits, all Information as may be necessary or reasonably requested by Us at such time as shall enable Us to:



Terms and conditions of business

- (a) perform the Services in accordance with Our obligations under the Terms of Engagement; and/or
- (b) comply with Our internal anti money laundering policies and procedures and any relevant legislation or regulations as may be in force from time to time (including but not limited to Information about You or any third party on whose behalf you act in respect of receipt of the Services).
- 5.2 You warrant that all and any Information is accurate, complete and consistent. Accordingly, You agree that We are not liable for (and shall indemnify Us against) the direct or indirect consequences of any inaccuracies, inadequacies or inconsistencies contained in the Information, whether prepared by You or by a third party, or any shortfalls in or absence of such Information and whether or not supplied directly to Us by You or by such a third party.
- 5.3 You will notify Us immediately if anything occurs to render any Information untrue, inaccurate or misleading and/or if any claim is made by a third party in respect of any Information.
- 6 Intellectual Property Rights and Use of Our Materials**
- 6.1 All Intellectual Property Rights in any Materials prepared by Us or otherwise generated in the course of carrying out the Services shall be owned exclusively by Us. Without limiting clause 6.3, no part of any such Materials may be reproduced or transmitted or disclosed in any form or by any means without Our prior written permission.
- 6.2 All information, advice and Materials provided by Us to You are provided for Your use only and solely for the purpose(s) to which they refer. Accordingly, We accept no responsibility for (and you shall indemnify us in respect of) any reliance that any third party may place on such information, advice or Materials, and/or for any reliance that You may place on such information, advice or Materials for any other purpose.
- 6.3 Neither the whole nor any part of the Materials referred to under clause 6.1, nor any reference thereto, may be included in any published document, circular or statement or published in any way without Our prior written approval.
- 7 Recommendations**
- 7.1 The Services and any findings arising out of the Services will not in anyway constitute recommendations on matters outside the scope of the Terms of Engagement.
- 7.2 You are responsible for determining whether the scope of the Services as specified in the Terms of Engagement is sufficient for Your purposes in the context of Your wider investigations and due diligence.
- 8 Fees and Disbursements**
- 8.1 The fees for Services will be as set out in the Terms of Engagement or as otherwise agreed by Us in writing.
- 8.2 If the fees for Services are not stated in the Terms of Engagement, Our fees will be based on Our standard hourly rates in force from time to time.
- 8.3 Unless agreed otherwise, Our fees are exclusive of any reasonable disbursements and expenses that any of the personnel engaged in providing the Services may incur in connection with the provision of the Services and any applicable VAT, for all of which You will additionally be liable.
- 9 Payment Terms**
- 9.1 Where We quote a fixed fee for Our Services, this quotation will only be valid for a period of 30 days from issue or as otherwise agreed. No contract will arise from any such quotation until We give written confirmation to You. You accept that We reserve the right to increase such fixed fee by such amount as is reasonable, as a result of any matters beyond Our control, a change in instructions from You or a failure by You to provide Us with satisfactory Information pursuant to clause 5 and We will give You prior written notice of any such increase.
- 9.2 We reserve the right to render regular and/or interim invoices where appropriate. Specifically where We are working on an hourly rate basis We may bill monthly except where We agree otherwise in writing. We also reserve the right to immediately invoice You for the cost of any reasonable disbursements or expenses that We may incur in relation to the Services.
- 9.3 Save where otherwise agreed in writing, Our terms of payment are net cash 28 days from the date of invoice. Time for payment will be of the essence.
- 9.4 If any invoice is overdue for payment, We will be entitled to refrain from continuing to perform any Services for You until such invoice is paid in full (including interest). We will also be entitled to retain any Materials produced by Us in the course of the Services and/or any Information belonging to You until all outstanding sums have been paid. We retain the right to charge interest on such outstanding sums at the annual rate of 6% accruing on a daily basis from the due date until the date of actual payment of the overdue amount, compounded quarterly, whether before or after judgement. You must pay Us interest together with the overdue amount. Our rights under this Clause 9.4 do not limit Clause 9.3.
- 9.5 In certain circumstances (which We will discuss with You), We may require You to make payment on account of any anticipated fees and/or disbursements and/or expenses to be incurred prior to the Services being commenced or continued.
- 9.6 We may at any time, without notice to You, set off any obligation due from You to Us against any obligation owed by Us to You, whether either liability is present or future and whether or not either liability arises under the Terms of Engagement. Any exercise by Us of Our rights under this clause shall not limit or affect any other rights or remedies available to Us under the Terms of Engagement or otherwise.
- 10 Confidentiality**
- Both parties will (and will procure that their directors, officers, agents, contractors, consultants and employees will) at all times keep in strict confidence, and not use, any of the other party's Confidential Information, except:
- (a) in connection with the performance of the Services or as reasonably necessary for the purposes of the Transaction; or
- (b) as expressly stated in the Engagement Letter; or
- (c) as subsequently agreed to in writing by both parties; or
- (d) as otherwise required or permitted to be disclosed by law; or
- (e) where such Confidential Information is public knowledge (save where it becomes public knowledge through a breach of this clause 10).
- You agree that, without reference to You, We may disclose to our professional liability insurers and their agents and advisers, on terms of confidence, such Confidential Information as we are required to disclose in order to comply with the terms of our insurance.
- 11 Complaints**
- If You are for any reason dissatisfied with Our service We should be advised immediately so that We can deal with it and put it right. You agree that You will not take any action or commence any proceedings against Us before You have first referred Your complaint to Us in accordance with Our complaints procedure, details of which are



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available from: The Chief Executive Officer, BNP Paribas Real Estate Advisory & Property Management UK Limited, 5 Aldermanbury Square, London, EC2V 7BP. The purpose of such referral is to enable Your complaint to be reviewed and responded to by Us, with a view to resolving the dispute or difference in a manner satisfactory to both parties.

12 Client Money and Anti-Money Laundering Procedures

- 12.1 All client money retained by us shall be held in separate client accounts in accordance with and subject to the requirements of the Members' Accounts Rules of the Royal Institution of Chartered Surveyors.
- 12.2 You agree to comply with all Anti-Money Laundering Procedures We have in place from time to time, and understand and accept that We are unable to provide the Services unless such procedures have been successfully completed in advance.
- 12.3 The Parties hereby represent and warrant that:
- (a) they each shall comply with all application anti-corruption laws;
 - (b) they each shall not directly or indirectly pay, offer, give, promise to pay or authorise the payment of, any portion of the compensation received in connection with these Terms of Engagement or any other monies or other things of value in connection with its performance to a government official to obtain or retain business or secure any improper advantage nor shall it permit such actions by a third party;
 - (c) Neither Party nor any Group Company of either Party is or will become an official or employee of the government during the term of these Terms of Engagement without prior written approval of the other.
- 12.4 Any breach of the representations and warranties in this clause shall constitute a material breach for the purposes of Clause 13.2(b)(ii) of these Terms of Engagement.
- 12.5 In the event one Party has reason to believe that a material breach has occurred or may occur, that party shall have the right to audit or to have a third party acceptable to each party at the joint expense of the Parties conduct the audit, in order to satisfy that no such breach has occurred. The Parties shall cooperate in any audit conducted by or on behalf of the other.

13 Termination

- 13.1 The Terms of Engagement shall terminate automatically on completion of the Services.
- 13.2 Without prejudice to any other rights or remedies which the parties may have:
- (a) either party has the right to terminate the Terms of Engagement on not less than 28 days' written notice to the other; and
 - (b) We may terminate the Terms of Engagement immediately on giving written notice to You if:
 - (i) a conflict of interest arises;
 - (ii) You commit a material breach of any of the provisions of the Terms of Engagement (including, but not limited to, any breach of the payment terms specified at clause 9); or
 - (iii) a person or persons, firm, company, authority or other organisation acquires control of You who did not have control immediately before the acquisition.
- 13.3 Either party may terminate the Terms of Engagement immediately on giving written notice to the other if the other party becomes bankrupt or insolvent, or if an order

is made or a resolution is passed for its winding up (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets or business, or if it makes any composition with its creditors or takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

- 13.4 On termination of the Terms of Engagement for any reason, You will immediately pay Us for all outstanding unpaid sums and interest, and in respect of Services supplied prior to termination but for which no invoice has been submitted, We may submit an invoice, which shall be payable immediately on receipt.
- 13.5 Termination of the Terms of Engagement for any reason will not affect the parties' accrued rights and the following clauses shall survive: 5.2, 6, 7, 8, 9, 10, 13, 14, 16, 17 and all provisions necessary to interpret or enforce the Terms of Engagement.

14 Liability

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION 14

- 14.1 This Condition 14 sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, directors, officers, agents, contractors and consultants) to You in respect of:
- (a) any breach of the Terms of Engagement;
 - (b) any use made by You of the Services or the Materials, information and advice provided by Us in performing the Services;
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the provision of the Services, whether made by Us or any third party.
- 14.2 All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from the Terms of Engagement.
- 14.3 Nothing in these Conditions limits or excludes Our liability for:
- (a) death or personal injury resulting from negligence; or
 - (b) any damage or liability incurred by You as a result of any fraud or fraudulent misrepresentation made by Us, or
 - (c) such other matters for which liability cannot lawfully be limited or excluded.
- 14.4 Subject to clause 14.2 and clause 14.3:
- (a) We shall not be liable for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill or similar loss; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of savings; or
 - (viii) loss of use; or
 - (ix) loss of opportunity; or
 - (x) loss of, or corruption of, data or information; or
 - (xi) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- irrespective of whether or not We knew or ought to have known that such a loss might arise.



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- (b) Subject to clause 14.3 Our aggregate liability to You in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise in connection with all matters under the Terms of Engagement will be limited to the higher of £5 million and 10 times Our fee invoiced for providing the Services.
- 14.5 Without prejudice to the other provisions of this clause 14, We will not be liable in respect of any of the following:
- any failure or delay in providing the Services where You have not complied with the Terms of Engagement;
 - any failure by Us to remind You of relevant deadlines;
 - in respect of any third party providers whom We may engage in the course of the Services or to whom We may refer You;
 - any findings or recommendations not expressly set out in Our final report;
 - checking the accuracy of the Information, including without limitation boundary lines;
 - advising You in relation to taxation matters;
 - any failure by You to hold any necessary consents, permissions or authorisations required for the Transaction;
 - any other matters set out in the Service Specific Terms of Engagement.
- 14.6 Where You are comprised of more than one entity, then Your liability under the Terms of Engagement will be joint and several with such other entity or entities.
- 14.7 You agree not to bring any claim for losses arising in connection with any matter under the Terms of Engagement against any of Our, or Our Affiliates', employees, officers, directors or consultants (each a "BNPPRE Person"). You accept that any such claim must be brought against Us. Both parties agree that any BNPPRE Person may enforce this clause under the Contracts (Rights of Third Parties) Act 1999, but that these Conditions (including this clause) may be varied at any time without the need for consent from any BNPPRE Person. Where a loss is suffered by You for which We and any other person are jointly responsible, any recoverable loss by You from Us will be proportionate to Our relative contribution to the loss suffered.
- 14.8 You agree to indemnify Us and keep Us indemnified against any liability which arises from a third party obtaining from You or using any Confidential Information and/or any Materials, information or advice provided by Us to You, unless We have agreed in writing to accept liability to such third party or the third party is a client of Ours and is permitted to obtain and use such Materials, information or advice.
- 15 Force Majeure**
- We will not be liable to You for any delay or failure to fulfil Our obligations under the Terms of Engagement caused by circumstances outside Our reasonable control.
- 16 Correspondence, Papers and File Destruction**
- 16.1 All Materials in Our possession or control that have been generated for Our internal purposes or are addressed to Us relating to the Services (unless expressly notified otherwise upon their provision) shall be Our sole property. We will not be obliged to provide or make available to You such Materials unless We agree otherwise.
- 16.2 Subject to clause 9.4, all Confidential Information provided to Us by You will be returned or destroyed upon Your request, provided that We may retain copies of any Confidential Information which forms the basis of Our Materials and advice.
- 16.3 It is acknowledged that certain Materials may legally belong to You. Subject to clause 9.4, We shall return such Materials to you upon Your request. Where You do not request that such Materials are returned We shall retain such Materials for a period of at least three years following termination of the Terms of Engagement. Such retention by Us shall be at Your risk and We shall have no liability to You for or caused by the destruction of or damage to such Materials. We may destroy correspondence and other Materials that We store, electronically or otherwise on or after the third anniversary of the termination of the Terms of Engagement.
- 17 Staff**
- If, without Our prior written approval, You directly and/or indirectly employ, engage and/or otherwise use the services of any member of Our or of any of Our Affiliates' staff ("Staff") to work on an engagement for You during the term of the Terms of Engagement or during the twelve-month period following expiry or termination of the Terms of Engagement, You will be liable to pay to Us a recruitment fee equal to four months' total average fee income for the Staff member concerned. You acknowledge and agree that this sum is a genuine attempt to estimate the costs that will be incurred by Us in recruiting a replacement for such member of Staff.
- 18 Assignment**
- Neither party may transfer or assign any rights or obligations under the Terms of Engagement without the prior written consent of the other party except as set out in this clause 18. We may assign all or any of the rights (and transfer all or any of the obligations) under the Terms of Engagement to any Affiliate or any of Our successors in title in the relevant business, without any requirement to notify You or obtain Your further consent. You agree to execute a novation to give full effect to this.
- 19 Notice**
- Notices given under these Conditions shall be in writing in the English language, and may be delivered in person or sent by courier or post or fax to the address or fax number set out in the Terms of Engagement, or to such other address or fax number as may be notified by either party to the other from time to time.
- 20 Publicity**
- We are keen to obtain publicity for work undertaken on behalf of Our clients. Unless details of the Services undertaken for You are publicly available, We will not externally publicise such details without Your prior written permission. However, You hereby agree to Us including such details in proposals or other similar submissions made to Our prospective clients, unless You subsequently expressly prohibit such disclosure in writing.
- 21 Health, Safety, Environment & Quality**
- 21.1 We operate accreditation to BS EN ISO 9001, OHSAS18001 & 14001. When visiting Our premises, You shall comply with Our Safety, Health, Environment and Quality Policies and Procedures, copies of which can be obtained by contacting the Director of Facilities.
- 21.2 Where We agree to provide the Services at Your premises, or at a third party's premises, You shall be responsible for giving or obtaining any Information, safe access licences, consents or permissions which may be necessary to enable Us and Our personnel to provide the Services at the premises in question. You or the operator of the premises shall also ensure that all appropriate health & safety acts, regulations, codes of practice or information sheets have been followed so as to ensure the health and safety of Our personnel.



- 21.3 Our Safety, Health & Environmental risk assessments and control measures are given on the basis of, and in strict reliance upon, all material facts and information having been accurately and fully disclosed to Us by You and You agree to confirm all such facts and information in writing. Details of Our policies, procedures and completed risk assessments are available for Your inspection on reasonable notice and without additional charge.

22 Data Protection

- 22.1 We shall process any personal data that You provide to Us as a data controller (as defined by the Data Protection Act 1998) and we shall use such personal data for the purposes of fulfilling our obligations to you under the Terms of Engagement. We may pass the personal data to third parties for them to use to provide services and/or supply products which are reasonably necessary for Us to perform the Services but We will not pass the personal data to any third party other than for that purpose.
- 22.2 We may from time to time send You marketing information about similar products and services which we believe may be of interest to you. If at any time in the future You wish to stop receiving any marketing information from Us then please contact Our Marketing Department on 0207 338 4000, or by post at 5 Aldermanbury Square, London, EC2V 7BP or by informing Your normal BNPPRE contact.

Please acknowledge agreement to these Conditions by signing and returning the enclosed duplicate copy. If you do not, We will, unless you tell Us otherwise within 7 days, proceed on the basis that You do agree such terms.



APPENDIX 2

Draft Publication Statement

International Financial Reporting Standards require an entity to make disclosures in its accounts when it adopts the revaluation option (IAS 16) or the Fair Value option (IAS 40). International Valuation Standards and the RICS Red Book also contain similar disclosure requirements. The following draft statement reflects these various requirements and, subject to our approval of the context in which it appears, is suitable for inclusion in the published statements.

"Bath and North east Somerset Council's freehold property was independently valued on 31 March 2015 and indexed back to 1 April 1996 by BNP Paribas Real Estate, Chartered Surveyors. The valuation was in accordance with the requirements of the International Valuation Standards and the RICS Valuation Standards. The valuation of the Property was on the basis of Fair Value, subject to the existing leases on the tea chalet and nurseys."

The valuer's opinion of Fair Value was primarily derived from comparable recent market transactions on arms length terms. However, the valuer's opinion of Fair Value of the public convenience was derived from depreciated replacement cost approach because the specialised nature of the asset means there are no market transactions of this type of asset".

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The total value attributed to the Park as at 31 March 2015 is £215,000. I have summarised the value att

Element	Size (ac)	Size (Sq m)	Market Value (2015)
Car Park	0.154	623	£10,000
Tennis Court	0.885	3581	£75,000
Community Garden Shelter	N/A		£14,250
Total			£99,250

We have assumed that the car park and tennis courts have life spans of 40 years and that they are appr

The total value attributable to the park as at 1 April 1996 is £54,000.

Element	Size (ac)	Size (Sq m)	Market Value (1996)
Car Park	0.154	623	£2,500
Tennis Court	0.885	3581	£18,750
Community Garden Shelter	N/A		N/A
Total			£21,250

My understanding was that the Community Garden Shelter was constructed in 2012

ributed to the elements that can be depreciated (excluding the play area) in the table below.

oximately 20 years old.

Enter values in the orange boxes below:

What would goods and services cost

£30,000.00

in

2014

£17,893.07

Inflation averaged 2.9% a year

Link to calculator

<http://www.bankofengland.co.uk/education/Pages/resources/inflationtools/calculator/index1.a>

sting:

cost in 1996

.spx

Policy Applied - Straight Line over UEL, full charge in year of acquisition & no charge on Land.

	Land C104 £	Leasehold Property C101 £	Equipment C102 £	Total £
Cost B/fwd	54,000.00	99,500.00	17,893.00	171,393.00
Additions	-	-	-	-
Disposals	-	-	-	-
Cost C/fwd	54,000.00	99,500.00	17,893.00	171,393.00
Dep'n B/fwd	-	55,459.00	17,893.00	73,352.00
Dep'n In Year	-	2,535.00	-	2,535.00
Dep'n on Disposals	-	-	-	-
Dep'n C/fwd	-	57,994.00	17,893.00	75,887.00
NBV 2016	54,000.00	41,506.00	-	95,506.00
NBV 2015	54,000.00	44,041.00	-	98,041.00

Land

Yr of Acquisi tion	UEL Yrs	Description	Cost 01/04/1996	Additions	Disposals	Cost 31/03/2016	Dep'n 31/03/2016	Charge (SL)	Disposals	Dep'n 31/03/2016	NBV 31/03/2016	NBV 31/03/1996
1996	Land	Land @ Alice Park	54,000.00	0.00	0.00	54,000.00	0.00	0.00	0.00	0.00	54,000.00	54,000.00
			£54,000.00	£0.00	£0.00	£54,000.00	£0.00	£0.00	£0.00	£0.00	£54,000.00	£54,000.00

Property Yr of Acquisiti on	UEL Yrs	Description	Cost 01/04/1996	Additions	Disposals	Cost 31/03/2015	Dep'n 31/03/2016	Charge (SL)	Disposals	Dep'n 31/03/2016	NBV 31/03/2016	NBV 31/03/1996
1996	50	Cottage One	33,000.00	0.00	0.00	33,000.00	11,880.00	660.00	0.00	12,540.00	20,460.00	21,120.00
1996	15	Car Park	2,500.00	0.00	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00	0.00
1996	35	Tea Chalet & Storage	4,000.00	0.00	0.00	4,000.00	2,057.22	114.29	0.00	2,171.51	1,828.49	1,942.78
1996	35	Toilets Buildings	27,000.00	0.00	0.00	27,000.00	13,885.74	771.43	0.00	14,657.17	12,342.83	13,114.26
1996	30	Tennis Courts	18,750.00	0.00	0.00	18,750.00	11,250.00	625.00	0.00	11,875.00	6,875.00	7,500.00
1996	15	Garden Shelter	14,250.00	0.00	0.00	14,250.00	13,885.74	364.26	0.00	14,250.00	0.00	364.26
			£99,500.00	£0.00	£0.00	£99,500.00	£55,458.70	£2,534.98	£0.00	£57,993.68	£41,506.32	£44,041.30

Equipment

Yr of Acquisition	UEL Yrs	Description	Cost 01/04/1996	Additions	Disposals	Cost 31/03/2016	Dep'n 31/03/2016	Charge (SL)	Disposals	Dep'n 31/03/2016	NBV 31/03/2016	NBV 31/03/1996
1996	5	Play Equipment	17,893.00	0.00	0.00	17,893.00	17,893.00	0.00	0.00	17,893.00	0.00	0.00
			£17,893.00	£0.00	£0.00	£17,893.00	£17,893.00	£0.00	£0.00	£17,893.00	£0.00	£0.00

Bath & North East Somerset Council		
MEETING/ DECISION MAKER:	Charitable Trust Board Committee – Alice Park Sub-Committee	
MEETING/ DECISION DATE:	6 December 2016	EXECUTIVE FORWARD PLAN REFERENCE:
TITLE:	Property at Alice Park	
WARD:	Lambridge	
AN OPEN PUBLIC ITEM		
List of attachments to this report:		
Appendix One – Income & Expenditure Alice Park to 31 March 2016.		

1 THE ISSUE

- 1.1 To provide details around the sale of Cottage Number Two at Alice Park Trust and how the proceeds of this sale have been spent.

2 RECOMMENDATIONS

- 2.1 This report has been prepared for information purposes only and there are no recommendations at this time.

3 RESOURCE IMPLICATIONS (FINANCE, PROPERTY, PEOPLE)

- 3.1 There are two cottages at Alice Park. Cottage Number One remains an asset of Alice Park Trust; Cottage Number Two was sold to a private individual under the Housing right to buy scheme in September 2004.
- 3.2 As set out in para 5.7, the accounts of the Trust have been restated to recognise the receipt from the sale of the property. It is important for the Board to note that that Charity operates with a significant annual deficit and only remains solvent due to the grant in-kind received from the Council."

4 STATUTORY CONSIDERATIONS AND BASIS FOR PROPOSAL

- 4.1 The Council is sole corporate trustee of the Alice Park Trust and the subcommittee's terms of reference are to undertake the operational management functions in respect of the Alice Park site and its resources, in accordance with the Trust's objects and the duties it owes pursuant to the Charities legislation.
- 4.2 Members in their capacity as Trustee must administer the Trust in good faith, abiding strictly to the Objects of the Trust and administering the Trust for the benefit of the public which may at times conflict with the interests of the Council.

- 4.3 The objects of the trust require the land bequeathed to be used as a public park and children's recreation ground. The committee must consider whether any proposed use falls within the trust's objectives, and if so whether to permit the use requested. If it permits the use then it must decide on what terms, in order to ensure effective use of the park whilst minimising any conflict between the different uses to which the park is subject to under the terms of the trust deed.

5 THE REPORT

Back-ground

- 5.1 On 1 April 1996, BANES came into being as a Local Authority and have been subsequently supporting Alice Park Trust since this date.
- 5.2 All income and expenditure associated with the Trust has been recorded in the accounts for the Trust, (Appendix One – Income & Expenditure Alice Park to 31 March 2016).
- 5.3 At the formation of BANES, two cottages (Numbers One and Two) were held on Trust land and were maintained by BANES Council as part of their housing stock.
- 5.4 On 1st April 1999, Cottage Number One and Number Two at Alice Park were transferred from BANES Council to Somer Community Housing Trust (SCHT) under LSVT (Large Scale Voluntary Transfer). These were transferred for a sum of £8,107 each, paid to BANES Council.
- 5.5 Cottage Number One was rented for a period and then stood empty until 2 August 2005, when it was purchased back by BANES from SCHT. The actual cost of the property was £11,692, costs paid by BANES Council, to include administrative and legal costs, was £13,537.
- 5.6 Cottage Number One then remained empty until 8 February 2008 when it was leased to Playbox nursery. This arrangement is on-going.
- 5.7 Cottage Number Two was rented for a period until 27 September 2004, when the property was sold under the right to buy scheme to a private individual for the sum of £90,000. This income was paid to BANES Council.

Decision Making

- 5.8 The sale of the housing stock to Somer Housing Association (now Curo) was unlikely to be pursuant to any statutory duty. The Local Government & Housing Act (1989) removed the requirement of principal Council's to hold housing stock. This provided an incentive to dispose of stock as money required for essential repairs could not be provided to a Council but could be provided to a Housing Association.
- 5.9 Advice provided by Counsel is that the Council were in breach of the Charities legislation (s.36 Charities Act 1993) when disposing of the cottages.
- 5.10 The disposal under RTB is legally effective and the Trust cannot undo that transaction. The trust can only regularise the position by accounting for the proceeds of sale together with interest
- 5.11 The Statement of Accounts were restated in 2013/14. This was in order to recognise the correct accounting treatment of the transactions. The revised accounts were approved by the Leader in his capacity as trustee at the time of the revisions being submitted.

6 RATIONALE

- 6.1 All costs and proceeds relating to the cottages at Alice Park have been reinvested into the Trust in line with the Trust deeds.

7 OTHER OPTIONS CONSIDERED

- 7.1 N/A – this report summarises the current position from historical decisions taken.

8 CONSULTATION

- 8.1 S151 and Monitoring Officer have had opportunity to review and input into this report.

9 RISK MANAGEMENT

- 9.1 A risk assessment related to the issue and recommendations has been undertaken, in compliance with the Council's decision making risk management guidance.

Contact person	<i>Kate Clements</i> Kate_Clements@bathnes.gov.uk 01225 477340.
Background papers	<i>None</i>
Please contact the report author if you need to access this report in an alternative format	

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Alice Park Trust, Summary Income & Expenditure.

	1996/ 1997 £	1997/ 1998 £	1998/ 1999 £	1999/ 2000 £	2000/ 2001 £	2001/ 2002 £	2002/ 2003 £	2003/ 2004 £	2004/ 2005 £	2005/ 2006 £	2006/ 2007 £	2007/ 2008 £	2008/ 2009 £	2009/ 2010 £	2010/ 2011 £	2011/ 2012 £	2012/ 2013 £	2013/ 2014 £	2014/ 2015 £	2015/ 2016 £
Rental Income Cottage one, 01-04-1996 to 31-03-1999 (under BANES)	3,000	3,000	3,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Transfer of Cottage one to SCHAT 01-04-1999	-	-	8,107	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Rental Income Cottage one, 01-04-1999 to 31-03-2003 (under Somer)	-	-	-	2,853	2,913	3,140	1,343	-	-	-	-	-	-	-	-	-	-	-	-	
Lease Cottage one to Playbox from 08-02-2008	-	-	-	-	-	-	-	-	-	-	-	-	12,562	12,000	12,000	12,000	14,349	13,600	13,600	14,550
Rental Income Cottage two, 01-04-1996 to 31-03-1999 (under BANES)	3,000	3,000	3,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Transfer of Cottage Two to SCHAT 01-04-1999	-	-	8,107	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Rental income Cottage Two, 01-04-1999 to 26-09-2004 (under Somer)	-	-	-	2,853	2,913	3,028	3,120	3,205	1,745	-	-	-	-	-	-	-	-	-	-	
Proceeds RTB, sale of Cottage Two	-	-	-	-	-	-	-	-	90,000	-	-	-	-	-	-	-	-	-	-	
Other Charity Incomes	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,286	2,323	2,337	2,338	2,018	2,209	2,002	1,664	2,618	3,068	1,908	2,724	1,953
TOTAL CHARITY INCOME	8,250	8,250	24,464	7,955	8,076	8,418	6,714	5,492	94,068	2,337	2,338	2,018	14,771	14,002	13,664	14,618	17,417	15,508	16,324	16,503
Purchase of Cottage one from Somer Housing 02-08-2005	-	-	-	-	-	-	-	-	-	13,537	-	-	-	-	-	-	-	-	-	
Other Property Costs	50	4,000	50	50	4,000	50	50	4,000	50	69	2,240	4,280	3,404	126	-	74	-	-	-	
Other Charity Costs	53,600	53,850	53,850	53,850	53,850	54,100	54,100	52,519	40,418	45,110	44,153	45,444	53,466	48,566	58,503	53,741	50,675	51,506	43,875	51,603
TOTAL CHARITY EXPENDITURE	53,650	57,850	53,900	53,900	57,850	54,150	54,150	56,519	40,468	58,717	46,393	49,724	56,870	48,692	58,503	53,815	50,675	51,506	43,875	51,603
NET CHARITY SURPLUS / (DEFICIT)	(45,400)	(49,600)	(29,436)	(45,945)	(49,774)	(45,732)	(47,436)	(51,028)	53,600	(56,380)	(44,054)	(47,707)	(42,099)	(34,690)	(44,839)	(39,197)	(33,258)	(35,998)	(27,551)	(35,100)
Reserves balances brought forward	-	-	-	-	-	-	-	-	-	53,600	-	-	-	-	-	-	-	-	-	
Grant in Kind to fund net deficit - from BANES Council	45,400	49,600	29,436	45,945	49,774	45,732	47,436	51,028	-	2,781	44,054	47,707	42,099	34,690	44,839	39,197	33,258	35,998	27,551	35,100
CUMULATIVE SURPLUS / (DEFICIT)	-	-	-	-	-	-	-	-	53,600	-	-	-	-	-	-	-	-	-	-	-

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Bath & North East Somerset Council		
MEETING/ DECISION MAKER:	Charitable Trust Board Committee – Alice Park Sub-Committee	
MEETING/ DECISION DATE:	6 December 2016	EXECUTIVE FORWARD PLAN REFERENCE:
TITLE:	Submission of Annual Return for 2015-16 to Charity Commission.	
WARD:	Lambridge	
AN OPEN PUBLIC ITEM		
List of attachments to this report:		
Appendix One – Submission of Annual Return for 2015-16 to Charity Commission.		

1 THE ISSUE

- 1.1 To confirm information being submitted to the Charity Commission as part of the annual return for 2015-16. In particular the Trust is asked to consider details around policies held by the trust and review of financial controls.

2 RECOMMENDATIONS

- 2.1 To consider and agree the preferred option around policies, as outlined in 5.5 of this report.
- 2.2 To review and agree the content of the submission to the Charity Commission.

3 RESOURCE IMPLICATIONS (FINANCE, PROPERTY, PEOPLE)

- 3.1 There are no resource implications of the recommendation sought in 2.1.
- 3.2 Should Trustees wish to engage Officers or external partners to develop policies then there would be a financial cost attached to that work.

4 STATUTORY CONSIDERATIONS AND BASIS FOR PROPOSAL

- 4.1 The Council is sole corporate trustee of the Alice Park Trust and the subcommittee's terms of reference are to undertake the operational management functions in respect of the Alice Park site and its resources, in accordance with the Trust's objects and the duties it owes pursuant to the Charities legislation.

- 4.2 Members in their capacity as Trustee must administer the Trust in good faith, abiding strictly to the Objects of the Trust and administering the Trust for the benefit of the public which may at times conflict with the interests of the Council.
- 4.3 The objects of the trust require the land bequeathed to be used as a public park and children's recreation ground. The committee must consider whether any proposed use falls within the trust's objectives, and if so whether to permit the use requested. If it permits the use then it must decide on what terms, in order to ensure effective use of the park whilst minimising any conflict between the different uses to which the park is subject to under the terms of the trust deed.
- 4.4 The Charity Commission require submission of an Annual Return for the Charity of this size.

5 THE REPORT

- 5.1 The financial accounts for year ending 31 March 2016 were presented and agreed at the Alice Park Trust board on 22 August 2016. The annual return now needs to be submitted on line to the Charity Commission.
- 5.2 The Charity Commission have amended their return from previous years – additional information is required which we have not previously submitted. In particular the Trust is asked to confirm whether they have a number of policies in place and a review of financial controls.
- 5.3 The drafted return is shown in Appendix one, this currently outlines that the policies were not in place during the reported financial year ended 31 March 2016.
- 5.4 The Trustees are asked to review and consider this before submission.
- 5.5 Moving forward there are several options around these policies. Trustees could opt to:
- (1) consider development of their own policies around these items;
 - (2) adopt the relevant Council policies; or
 - (3) not hold formal policies on these items.
- 5.6 With regard option two it should be noted that the Council is Sole Corporate trustee. This function of the Trust is exercised by the Board as a subcommittee of the Council Charities Board. Council officers support the work of the sub-committee and apply Council policies to the Charity.
- 5.7 With regard option three – the Charity Commission have confirmed there is no legal requirement for the Trust to hold policies.

6 RATIONALE

- 6.1 To ensure information submitted is accurate.

7 OTHER OPTIONS CONSIDERED

- 7.1 The Trust could submit a return to say none of the policies outlined are currently in place, rather than considering whether they want to adopt any of them.

8 CONSULTATION

8.1 S151 and Monitoring Officer have had opportunity to review and input into this report.

9 RISK MANAGEMENT

9.1 A risk assessment related to the issue and recommendations has been undertaken, in compliance with the Council's decision making risk management guidance.

Contact person	<i>Kate Clements</i> Kate_Clements@bathnes.gov.uk 01225 477340.
Background papers	<i>None</i>
Please contact the report author if you need to access this report in an alternative format	

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Charity Commission Annual Return 2016

THE ALICE PARK

Charity registration number: 304650

31 January 2017 Deadline

Most of the information you give in this form will become publicly available on the Register of Charities. Any field that the Charity Commission will not display will be clearly marked.

This document is a record of the information provided in the Annual Return 2016.

THIS DOCUMENT IS A DRAFT AND HAS NOT YET BEEN SUBMITTED.

Do not send a printed copy of this document to the Charity Commission.

PART A - Charity information**Financial period****Financial period start date**

01/04/2015

Financial period end date

31/03/2016

When is your next financial period end date after this one?

31/03/2017

Income and spending**Income £**

£62,957

Spending £

£51,603

Operating outside England and Wales

Did your charity operate outside England and Wales during the financial period covered by this annual return?

No, the charity did not operate outside England and Wales in this financial period

How many UK volunteers, excluding trustees, did the charity have during this financial period?

0

Does your charity own or lease any land or buildings?

Yes, the charity owns or leases land or buildings

Is any of your charity's land or buildings required to be used for the charity's purposes?

Yes, some or all of the land or buildings are used for the charitable purposes of the charity

We currently have this/these (subsidiary or constituent) charities actively linked with this charity.

Linked charity names

ENDOWMENT OF HERBERT MONTGOMERIE MACVICAR

If this is incorrect please see our guidance on Linking Charities for Administrative Purposes.

Policies

Does the charity have a risk management policy?

No

Does the charity have a written investment policy?

No

Does the charity have a written safeguarding policy?

No

Does the charity have a conflict of interest policy?

No

Does the charity have a policy for managing volunteers?

Not applicable

Does the charity have written policies in handling complaints?

No

Does the charity have written policies on paying staff?

No

Has your charity reviewed its financial controls during the reporting year?

Yes, your charity has reviewed its financial controls during the reporting year

Regulators

Is your charity regulated by any of the following regulator(s) and/or registered with any of the following registrars?

No

Please tick any organisations in the following list which you are registered with or regulated by

Finance and funding

During the financial period of this annual return, how much did the charity receive from:

Contracts from central or local government to deliver services £

£0

Grants from central or local government £

£0

Does your charity raise funds from the public?

No, the charity does not raise funds from the public

Was your charity recognised by HMRC for Gift Aid during the last 12 months?

No, the charity was not recognised by HMRC for Gift Aid

Does the charity have a trading subsidiary?

No, the charity does not have a trading subsidiary

Is grant making the main way your charity carries out its purposes?

No, grant making is not the main way the charity carries out its purposes

Does the charity pay one or more of its trustees for acting as a trustee of the charity?

No, the charity does not pay any trustees for acting as a trustee of the charity

Serious incidents

Incidents that cause a significant loss of funds or pose serious risks to a charity's beneficiaries, resources or reputation should be reported to the Commission as soon as possible.

SERIOUS INCIDENTS

- Significant fraud, theft or loss of funds.
- Significant sums of money or other property donated to the charity from an unknown or unverified source.
- The charity (including individual staff, trustees or both) has a known or alleged link to a proscribed organisation or to terrorist or other unlawful activities.
- A person disqualified from acting as trustee has been or is currently acting as a trustee of the charity.
- The charity does not have a policy for safeguarding its vulnerable beneficiaries (e.g. children and young people, people with disabilities and the elderly/old people).
- The charity has no vetting procedure to ensure that a trustee or member of staff is eligible to act in the position to which he or she is being appointed.
- Beneficiaries have been or are suspected of being abused or mistreated.
- The charity has been subject to a criminal investigation or an investigation by another regulator or agency; or sanctions have been imposed or concerns raised by another regulator or agency (e.g. the Health and Safety Executive, Ofsted).

Have there been any serious incidents as listed above which have occurred since your last Annual Return?

No

Send Trustees' Annual Report and accounts

You are required to submit your Trustees' Annual Report and accounts for this financial period.

Do you want to do this now?

No

Any information you give us will be held securely and processed only in accordance with the rules on data protection. We will not disclose your personal details to anyone unconnected to the Charity Commission unless:

- you have consented to their release; or
- we are legally obliged to disclose them; or
- we regard disclosure as either (a) necessary so that we can properly carry out our statutory functions or (b) necessary in the public interest.

We may share and disclose information about you with relevant public authorities, regulatory bodies and agencies, outside the Charity Commission but only if:

- we can lawfully do so; and
- we decide that disclosure is necessary for national security, crime detection, prevention, and law enforcement, or other issues in the public interest

Information we collect about you

We will use this information:

To enable us to carry out our statutory functions and duties;

This will include the following actions:

- (a) update, consolidate, and improve the accuracy of our records;
- (b) undertake crime detection and prevention and law enforcement and assist the third parties specified above to investigate or prevent crime and carry out law enforcement;
- (c) data analysis, testing, research, statistical and survey purposes

Information we receive from other sources.

Information we receive from other sources

We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

We will ensure that any such disclosure and use is proportionate; considers your right to respect for your private life; and is done fairly and lawfully in accordance with the data protection principles of the Data Protection Act.

The Data Protection Act 1998 regulates the use of 'personal data', which is essentially any information, however stored, about identifiable living individuals. As a 'data controller' under the Act, the Charity Commission must comply with it.

Any changes we may make to our privacy statement in the future will be set out in the replacement version of this form. Please check back frequently to see any updates or changes to our privacy policy.

This annual return has not been submitted and no Declaration has been made

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Bath & North East Somerset Council		
MEETING/ DECISION MAKER:	Alice Park Trust Sub-Committee	
MEETING/ DECISION DATE:	6 December 2016	EXECUTIVE FORWARD PLAN REFERENCE:
TITLE:	Options for improvements to Alice Park	
WARD:	Lambridge	
AN OPEN PUBLIC ITEM		
<p>List of attachments to this report:</p> <p>Please list all the appendices here, clearly indicating any which are exempt and the reasons for exemption</p> <p>Appendix 1 Skate park option for total project delivery of £97k</p> <p>Appendix 2 Skate park option for total project delivery of £97k + £20k</p> <p>Appendix 3 Facility Improvements – breakdown of expenditure</p> <p>Appendix 4a Map of possible additional pathways</p> <p>Appendix 4b Map of possible longer additional pathways</p>		

1 THE ISSUE

1.1 At the meeting of the last sub-committee (23/08/2016) officers were asked to present more detailed proposals for the expenditure of £97k on (a) a skateboard park and (b) more broader investment in the park infrastructure (including Play).

The Council has provisionally allocated £97K within its capital programme for the development of a skate park in the east of Bath. Alice Park is the only location deemed suitable for this by the Council. The sub-committee may request that the Council considers now fully allocating this funding for the development of a skatepark, or request that the Council considers allocating the funding to alternative improvements to the park, or may decide not to request capital funding from the Council at all. The sub-committee would need to fully understand the revenue consequences and be responsible for funding these, for any new development within the park. The sub-committee is asked to advise Officers on which option it wishes to request the Council to consider.

2 RECOMMENDATION

2.1 That the Alice Park Trust sub-committee consider the options they may request the Council to consider for the allocation of capital expenditure and direct officers

accordingly, having due regard to how the Trust would fund any revenue consequences of development in the park.

3 RESOURCE IMPLICATIONS (FINANCE, PROPERTY, PEOPLE)

- 3.1 The Council's Parks Team could project manage the upgrades for all of the proposals in accordance with the agreed service level agreement with the sub-committee, and contract out the work to supply and install play kit to specialist suppliers.
- 3.2 The funding of ongoing revenue maintenance issues for any proposal, including the skatepark, would need to be considered and managed by the Trust. The Council has not allocated any revenue to the management and running of the skatepark.
- 3.3 Currently capital funding is provisionally allocated to the development of a Skateboard Park in the east of Bath by the Council. If the decision by the Alice Park sub-committee is they wish to pursue the funding of an alternative project, the sub-committee will have to submit a formal application to the Council to seek permission to redirect the budget. Before accepting the capital sum the Alice Park sub-committee would need to consider the revenue consequences of any spend.

4 STATUTORY CONSIDERATIONS AND BASIS FOR PROPOSAL

- 4.1 The Council is sole corporate trustee of the Alice Park Trust. The sub-committee's terms of reference are to undertake the operational management functions in respect of the Alice Park site and its resources, in accordance with Trust's objects and the duties it owes pursuant to the Charities legislation.
- 4.2 Members in their capacity as Trustee must administer the Trust in good faith, abiding strictly to the objects of the Trust and administering the Trust for the benefit of the public which may at times conflict with the interests of the Council.
- 4.3 One highly important consideration for the APT sub-committee to consider, when deciding upon the issue of expenditure generally but specifically in respect of the skateboard park is, that the income from the Endowment and arising from the Trust Property is currently insufficient to maintain the park without a subsidy from B&NES's corporate funds, and therefore a very clear legal basis would be required in order to enable B&NES as trustee to permit any project to go ahead, if that would involve future expense. The Trust must secure the funding for the works and future maintenance, insurance etc before it commits to expenditure. There is also a potential conflict between B&NES's duty of prudence as trustee of the Trust and its interest in improving recreational facilities for its inhabitants as local authority.
- 4.3 The objects of the trust require the land bequeathed to be used as a public park and children's recreation ground. The sub-committee must consider whether any proposed use falls within the trust's objectives, and if so whether to permit the use requested. If it permits the use then it must decide on what terms, in order to ensure effective use of the park whilst minimising any conflict between the different uses to which the park is subject to under the terms of the trust deed.

5 THE REPORT

5.1 £97k has been identified for capital investment for the development of a skate park in the east of Bath. After site searches and public consultation, Alice Park was considered to be the only viable location. The proposals have not proved to be universally popular as to be expected in a site used by many. Alternatives for capital spend have been scoped to be presented to the sub-committee for consideration as it may be possible to approach the Council and to ask them to consider reallocating the funding for alternative improvements at Alice Park.

5.2 Option 1, to develop the skateboard park within the £97k allocated capital budget is detailed in Appendix 1. The only suitable site in the park is adjacent to the play area, facing into the park. This funding will fund a beginner/intermediate entry skatepark. Ongoing maintenance costs to be funded by the Trust.

5.3 Option 2, to develop the skateboard park within the £97K budget allocated from the Council but in addition the London Road and Snowhill Partnership have committed to raise a further £20,000 which would be used to enhance the scheme. Please see Appendix 2. Ongoing maintenance costs to be funded by the Trust.

5.2.1 Should a beginner / intermediate skatepark be installed at Alice Park, the most experienced riders could see this as a sub-optimal result, however the concept of the East (Alice Park) and West (Royal Victoria Park skatepark) was that the Royal Victoria Park skatepark would serve the needs of riders of all levels and the Alice Park skatepark would serve the needs of younger riders less experienced riders. See Appendix 1

5.2.2 This position was previously challenged by local campaigners who undertook to raise a further £20k to ensure a more challenging design. See Appendix 2

5.2.3 It could be considered that the appeal of skateparks, as observed at Royal Victoria Park, is predominantly male and restricted to those who use skateboards and scooters. The RVP skatepark does not appear to have broad appeal for females or those using bikes. Very few girls are observed using the facilities.

5.3 The Council has only allocated funding to developing a skate park in the east of Bath. If the sub-committee do not consider this appropriate development, then broader investment in Alice Park infrastructure could cover three main areas (See also report entitled SWOT Analysis to be considered by 6th December meeting) although no funding has been allocated for this:

(a) Children's Play

(b) Park infrastructure

(c) Improvement of horticultural features

See Appendix 3

5.3.1 **Childrens play:** Various options are available to improve the play area and to widen the age range for children on this site. The existing equipment provides more play for younger children; the layout is poor as most of the space is taken up with cradle swings. Furthermore there is currently limited play value due to a

very narrow range of equipment i.e. predominantly swings.

5.3.2 Park Infrastructure: One option is to complete the circular footpath for a variety of users including toddlers, children, wheelchair users, joggers etc. See Appendixes 4a and 4b. The longer pathway behind the tennis courts, (4b) has been costed at an additional £8k, but this would take it outside the available funding.

5.3.3 Horticulture: Redesign and replanting of the area between the World War 1 memorial area and the yew hedge, to include renovating the plaque area, removing the old shrub borders and cherry trees and replanting with fastigate trees to create a more formal look and under plant with a curving swathe of flowering bulbs. The path to the plinth could be flanked with Lavender and Roses to give the area more definition

6 RATIONALE

6.1 Option 1, developing the skatepark would provide for predominantly the teenage demographic which is currently underrepresented in the park.

6.2 Option 2 would provide a more encompassing improvement to benefit a wider range of park users of all ages.

7 OTHER OPTIONS CONSIDERED

7.1 The sub-committee at their 6th December meeting will consider a report based on a SWOT analysis that identifies further other areas that could be funded and these would feature in the Management Plan that will be presented to the sub-committee in February 2017

7.2 Do nothing

8 CONSULTATION

8.1 No additional consultation has taken place other than that focusing on the Skateboard proposal.

9 RISK MANAGEMENT

9.1 A risk assessment related to the issue and recommendations has been undertaken, in compliance with the Council's decision making risk management guidance.

Contact person	<i>Michael Rowan</i>
Background papers	<i>Reports & minutes of the August Sub-Committee meeting item 8.</i> https://democracy.bathnes.gov.uk/ieListDocuments.aspx?CId=579&MId=4854&Ver=4
Please contact the report author if you need to access this report in an alternative format	



SKATEPARKS & PUBLIC SPACES

Skate Space Design Proposal - Alice Park For Bath & North East Somerset Council



A R T I S T I C E N G I N E E R I N G

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Foreword

This document has been produced to show various design options based on initial local community consultation, as carried out by Bath & North East Somerset Council. The criteria for this proposal is not only to produce a skatepark design that the local community will cherish and use for many years to come, but to be appealing to passive users and spectators alike through carefully space planned dimensions and positioning of forms.

The proposed skatepark will be constructed with a float-finish concrete riding surface. This not only ensures the best riding surface for the end-user and appropriate structural integrity, but also mitigates any noise created from the skatepark's use. The omission of steel joints, seen in skateparks of yesteryear, and the inclusion of CANVAS' structural design methods will add to this skatepark's fitting into the existing area without disruption.

With the evident vision of the local community, the enclosed design represents CANVAS' interpretation of a scheme that will compliment the larger facility located in Royal Victoria Park by being low-level, differing in design and bespoke for its specific proposed plot.

Many thanks



John Flood
Design Director

Canvas Spaces Limited

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Five reasons...

That a skatepark in Alice Park will be an asset to the local community



1

As one of the fastest growing activities for young people, globally, skateboarding (and BMX riding) have become hugely popular past times. Physical exercise, mental well-being and gaining social and developmental skills are all by-products of the associated sports of skateparks.



3

Royal Victoria Park, Bath.

The majority of skateboarding and other wheeled sports' injuries happen outside skateparks. The most common injuries are falls due to surface irregularities and collisions with motor vehicles or pedestrians. Providing access to safe, designated spaces to pursue an active lifestyle ensures safe progression within the associated sports .



2

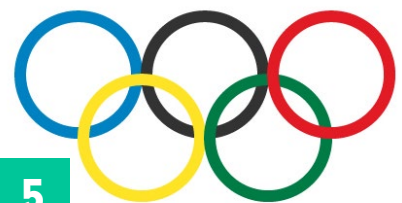
Skateparks attract users of all ages and abilities, plus families and spectators.

Royal Victoria Park, Bath. Ph. Tom Sparey



4

The location of the proposed plot being adjacent to the existing playground will allow parents/guardians to visit Alice park with both younger and older children. Currently the facilities are widely spread and not inclusive of non-team sports.



5

Legacy: Skateboarding has recently seen its inclusion in the 2020 Olympics (BMXing is already in the Olympics). Future Olympic stars of the UK will start their journey and be encouraged through facilities such as that proposed for Alice Park.

Design Proposal



Option 01



Low -level
'Street-plaza'

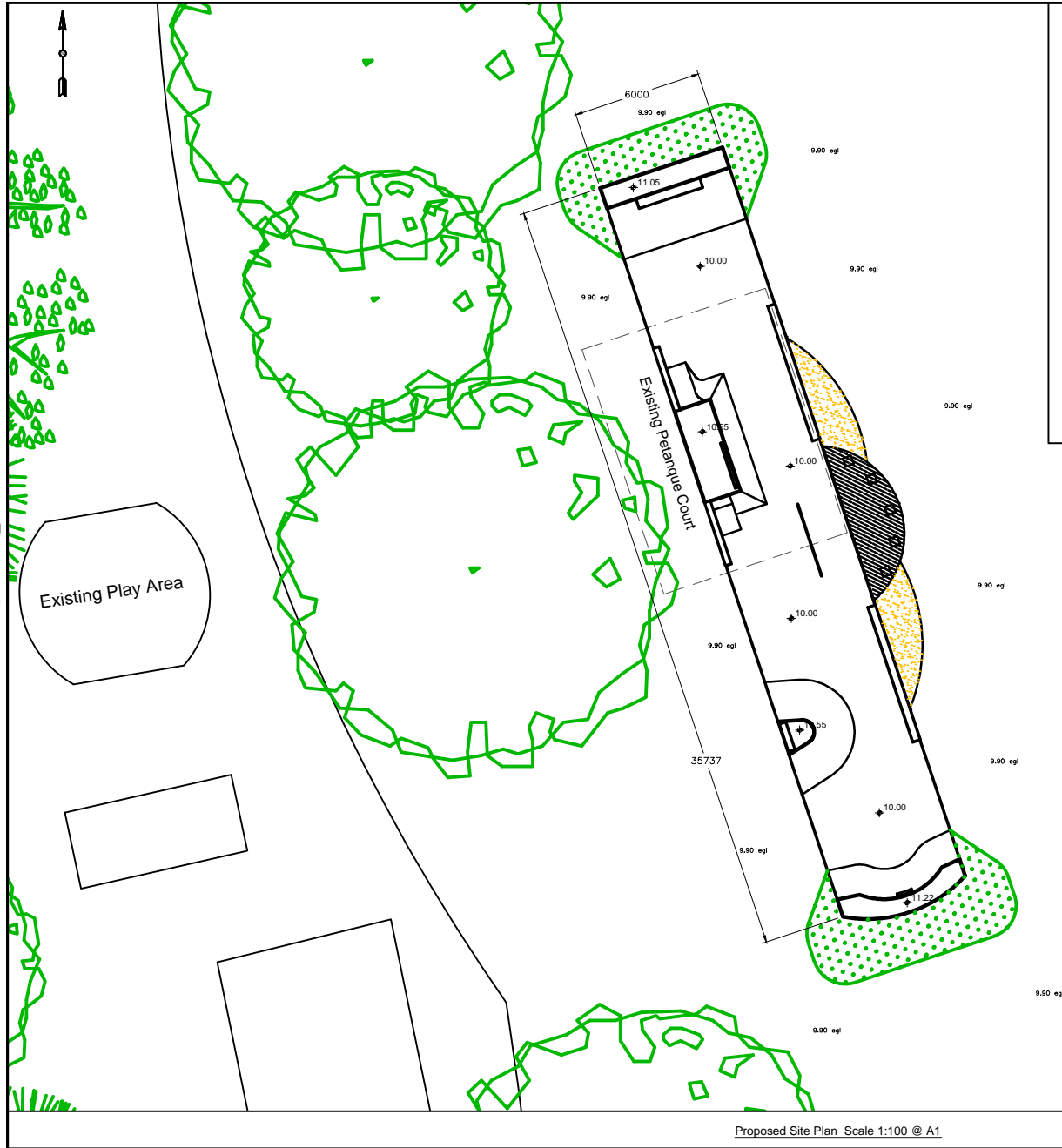
Approx Size: 36m x 6m

Approximate Budget: £97,000

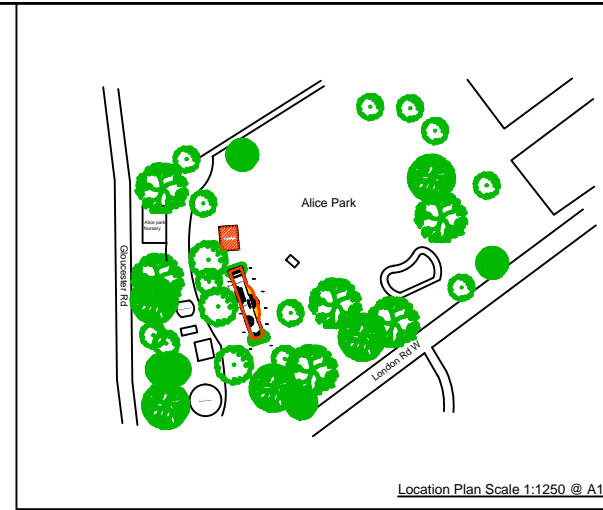
Materials: Float finish concrete;
Integrally coloured concrete;
anti-graffiti paint; seating.



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Proposed Site Plan Scale 1:100 @ A1



Location Plan Scale 1:1250 @ A1

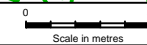
Legend

- New concrete Skatepark extent
- ◆ Proposed finished slab level
- Relocated Petanque Court
- Soft Landscaping
- Planter area
- Seating area

Notes

1. All dimensions are in millimetres unless otherwise stated.
2. Existing ground levels (egl) are approximate and pending site survey. 9.90egl assumed.
3. Finished slab levels (fsl) are based upon approximate existing ground levels, pending site survey.
4. All calculations and specifications are pending site survey.

Rev	Note	Date
Project		
Alice Park Skatepark		
Site Address		
Alice Park Bath BA1 7BL		
Client		
Bath & North East Somerset Council		
<div style="border: 2px solid black; padding: 5px; margin: 0 auto; width: 100px;"> CANVAS </div>		
<small> Canvas Spaces 17 Dorey Square Bristol BS21 7BG +44 (0)117 373 0808 www.canvaspaces.co.uk info@canvaspaces.co.uk </small>		
<small> Canvas Spaces Limited. Registered no. 6722592 All content © Canvas Spaces </small>		
Title		
Proposed Site Plan		
Scale		Size
As Shown		A1
Date	Dm	Ckd
20/10/16	DW	-
Status		
PRELIMINARY		
Drawing no.		Rev
039-P402		-





Option 01

Points of Interest

Unobtrusive to surrounding landscape [01]

With a mixture of low level features and soft landscaping the skatepark can easily blend into its surrounding environment whilst complimenting it. This is what we strive for at CANVAS: Creating not only a fantastic skatepark, in conjunction with the local community, but to also make an aesthetically pleasing community space that everyone can enjoy.

Landscaped mounding [02], [03]

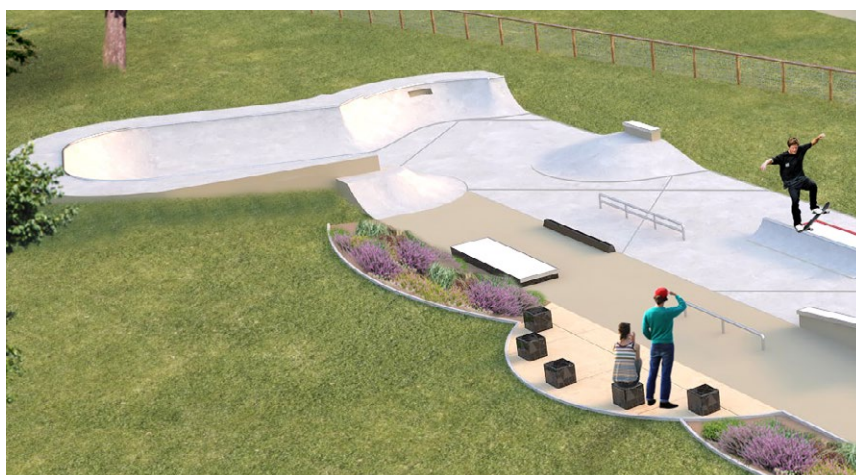
Landscaped mounding will be applied to any external wall features. These forms blend raised walls into the surrounding environment whilst retaining the structure's aesthetic value.

Designed to meet market research results for East Bath [04]

Using market research results, carried out by Bath & North East Somerset Council, to inform the design, the current set of concepts all show a layout that meets the aspirations of the local community in terms of: Variety; syle; aesthetics; layout and space planning.



Option 02

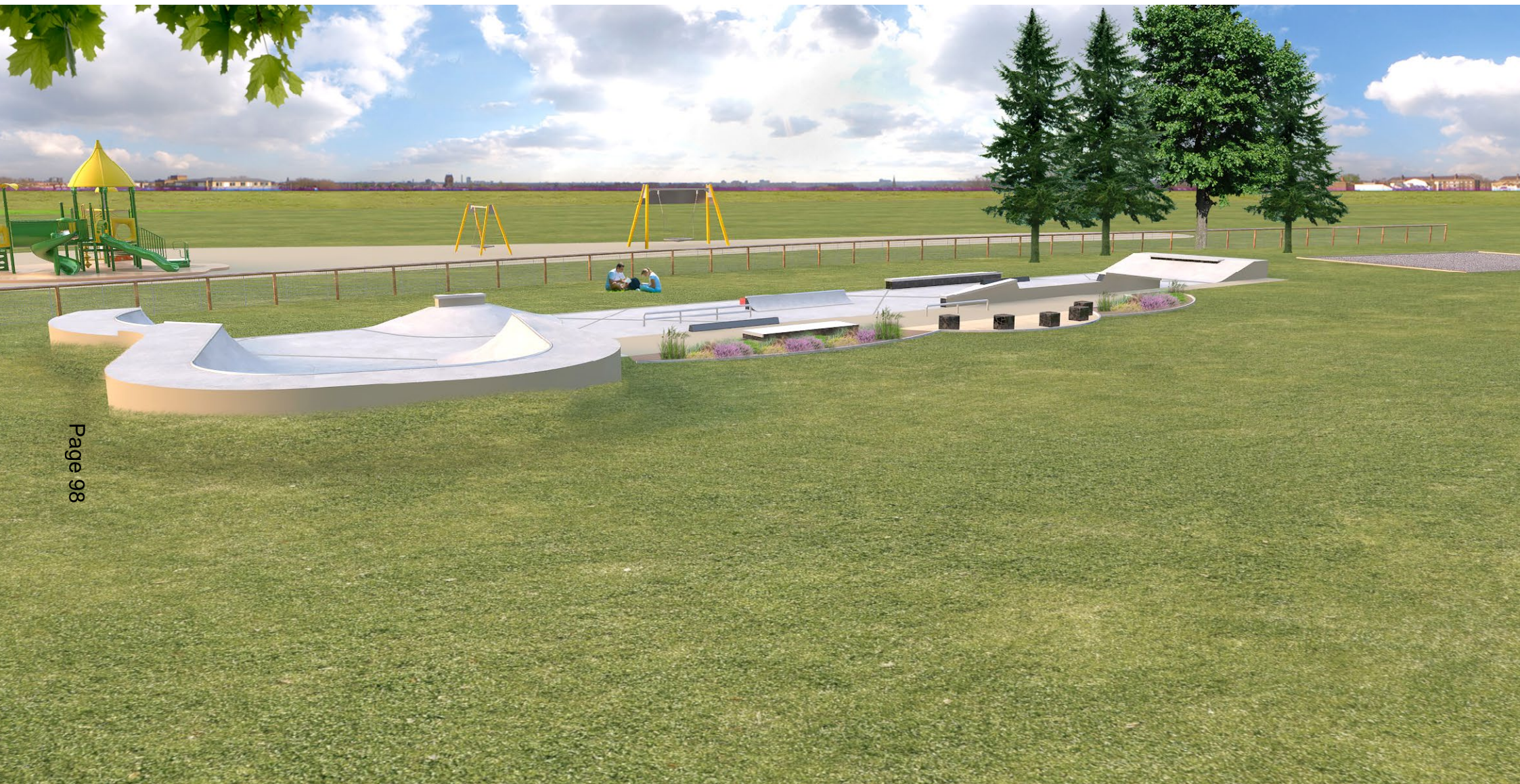


Low -level
'Street-plaza'
with transitioned
elements, bowl &
Beginner's area.

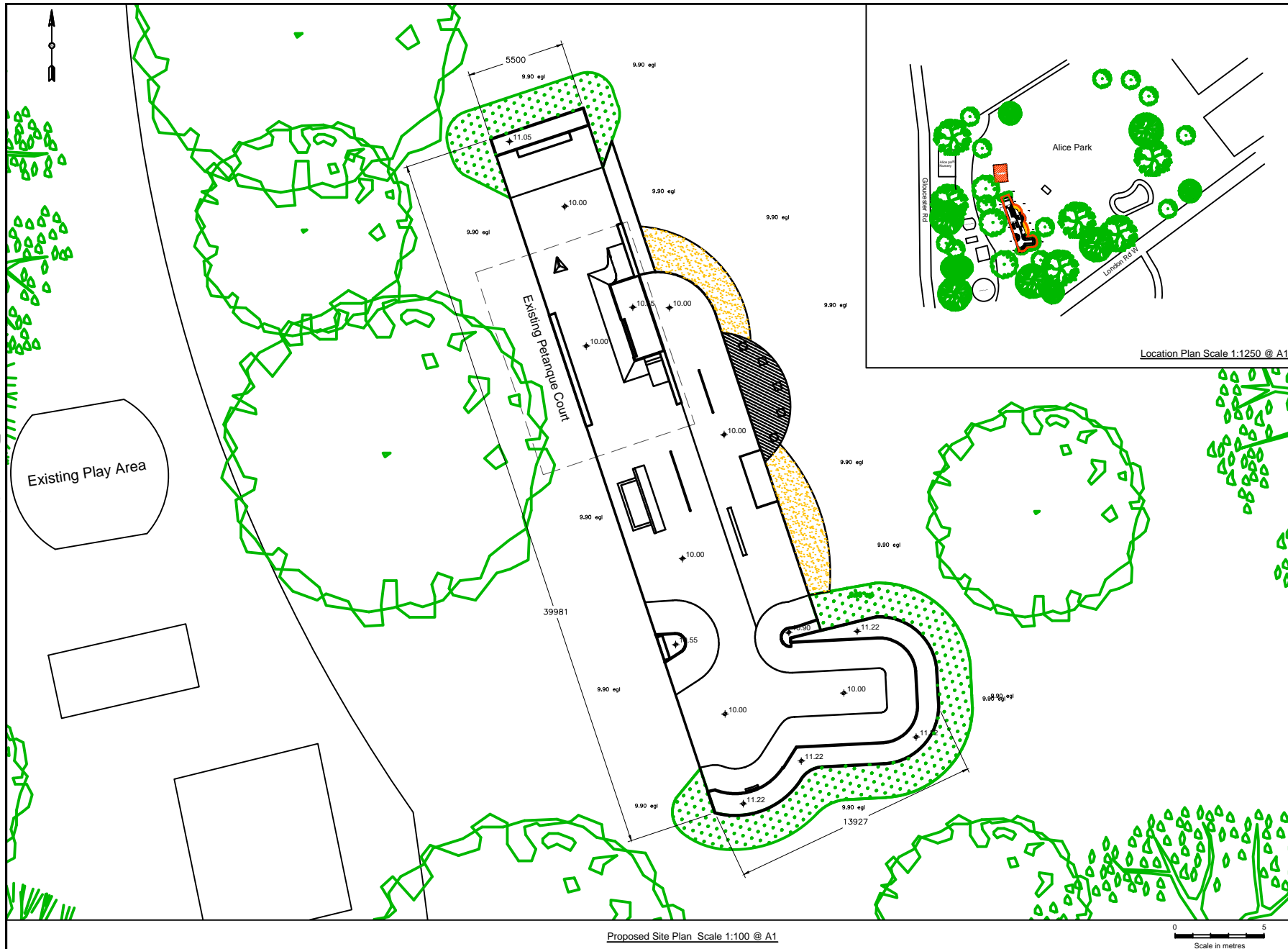
Approx Size: 38m x 10m

Approx. Budget:
£97,000+£20,000

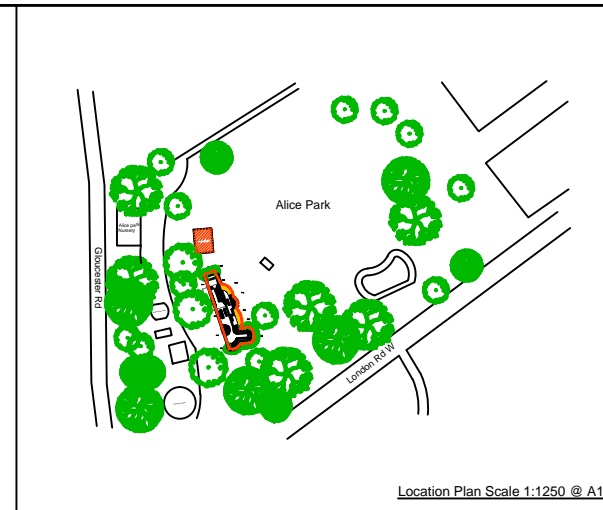
Materials: Float finish concrete;
Integrally coloured concrete;
anti-graffiti paint; seating.



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Proposed Site Plan Scale 1:100 @ A1



Location Plan Scale 1:1250 @ A1

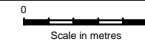
Legend

- New concrete Skatepark extent
- ◆ Proposed finished slab level
- Relocated Petanque Court
- Soft Landscaping
- Planter area
- Seating area

Notes

1. All dimensions are in millimetres unless otherwise stated.
2. Existing ground levels (egl) are approximate and pending site survey. 9.90egl assumed.
3. Finished slab levels (fsl) are based upon approximate existing ground levels, pending site survey.
4. All calculations and specifications are pending site survey.

Rev	Revised description	Date	By
Project Alice Park Skatepark			
Site Address Alice Park Bath BA1 7BL			
Client Bath & North East Somerset Council			
Canvas Spaces 12 Dorey Square Bristol BS21 7RS +44 (0)117 373 9808 www.canvasspaces.co.uk info@canvasspaces.co.uk			
Canvas Spaces Limited. Registered no. 6722592 All content © Canvas Spaces			
Title Proposed Site Plan			
Scale As Shown		Size A1	
Date 20/10/16	Dm DW	Ckd -	Sgd -
Status PRELIMINARY			
Drawing no. 039-P401			Rev A





Option 02

Additional Points of Interest

Beginner's break-out area [01]

The beginner's break-out area is a partially separated space of the skatepark with low-level obstacles where beginners have the space to learn at their own pace with plenty of room, using easier-to-ride features. This also benefits the more experienced user, allowing for a warm-up period on smaller, easier features.

Additional, unobtrusive forms, to meet market research [02]

Additional elements have been incorporated from market research findings, such as the low-level bowl and 'Hubba ledges.' These have been added in a manner that does not change the fundamental design in terms of height or general layout.

Landscaped mounding [03], [04]

Landscaped mounding will be applied to any external wall features. These forms blend raised walls into the surrounding environment whilst retaining the structure's aesthetic value. The added forms are also backed with landscaped material, further blending the skatepark into the surrounding area.

Contact us

Follow us on social media for updates
of parks, projects and events

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Appendix 3

FACILITY IMPROVEMENTS – BREAKDOWN OF EXPENDITURE – Estimate total £97k

Proposed play area improvements

NB - All the improvements will require removal of the existing kit and surface before installation of the new kit and surfacing. All the kit will need appropriate surfacing e.g. eco bounce bound surface

For £40,000

- Recycle the tops of the springies and remove the bases; reinstall with new bases into grass with rubber mat £3k
- Remove the existing cradle seat swings and surfaces and install a senior multiplay £26k
- Remove the logs and bark pit surface and install a Rodeo board roundabout and surface £5k
- Replace the 4 flat swing seats with 4 Tango seats + chains, bushes and shackles £2k
- Top up the sand pit with 24 tonnes of sand £4k

Extra 10K

- Install 2 picnic benches suitable for wheelchairs @ £1.5k
- Install a basketball hoop and green tarmac outside the play area (adjacent to Boules) £7k

Park Infrastructure

Complete a pathway to create a circular route around the park – this should have a spur that leads around the outside of the play area for dog walkers.

Lay an all weather path, say 1.2m wide (DDA minimum) – see map.

Total length 225m **£30k**, or for an additional £8k extend the path around the back of the tennis courts.

Horticulture £10k

Redesign and replanting of the area between the World War 1 memorial area and the yew hedge, to include renovating the plaque area, removing the old shrub borders and cherry trees and replanting with fastigiated trees to create a more formal look and under plant with a curving swathe of flowering bulbs.

Management Fee

Bath Parks management fee, say 6.8%, this equates to approx £7k.

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Possible additional pathways

Alice Park would benefit from an all weather pathway around the park. Possible routes shown below.



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Bath & North East Somerset Council		
MEETING/ DECISION MAKER:	Alice Park Trust Sub Committee	
MEETING DATE:	6 December 2016	EXECUTIVE FORWARD PLAN REFERENCE:
TITLE:	Alice Park SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis	
WARD:	Lambridge	
AN OPEN PUBLIC ITEM/		
List of attachments to this report: SWOT Analysis of individual areas within the park.		

1 THE ISSUE

- 1.1 The newly appointed Alice Park Trust sub-committee has requested that the Park's Section undertakes a critical review of Alice Park in order to make recommendations for improvement works and to offer a context for prioritising any expenditure in the future with a view to compiling a comprehensive management plan.

2 RECOMMENDATION

The Alice Park Trust sub-committee is asked to;

- 2.1 Instruct officers to submit a draft Management Plan to the February 2017 Sub Committee meeting based on the SWOT analysis contained in this report.
- 2.2 Consider the detail of this SWOT analysis and provide any feedback for inclusion in the prioritised Management Plan.
- 2.3 Use the analysis of Alice Park to set the context for future funding priority decisions with a view to seeking future Capital funding for 2018/19 from the Council which will be the next available opportunity to submit an application.
- 2.4 Note the following priorities for expenditure if a capital bid is to be made to the Council:
- 2.4.1 To widen the age range catered for by the play area. The existing equipment provides more play for younger children; the layout is poor as most of the space is taken up with cradle swings. Furthermore there is limited play value due to a very narrow range of equipment i.e. predominantly swings.
- 2.4.2 The completion/continuation of the circular footpath for a variety of users including

toddlers, children, wheelchair users, joggers etc. The longer pathway behind the tennis courts has been costed at an additional £8k, which would take it outside any available funding.

2.4.3 The redesign and replanting of the area between the World War 1 memorial area and the yew hedge, to include renovating of the Plaque area, removing the old shrub borders and cherry trees and replanting with fastigate trees to create a more formal look and under plant with a curving swathe of flowering bulbs and incorporate lavender and roses to accentuate the formality of the area. This could be a phased project to be completed in 2018 i.e. the 100 year anniversary of World War 1.

2.5 To agree the following works that will be undertaken as part of the winter works schedule and which are identified in the SWOT (Appendix 1)

- To paint the railings and Alice Park Sign at the main entrance (maximising the use of volunteers and the probation service where possible).
- To remove the circular bed in front of the nursery and return to lawn.
- To plant successional spring flowering bulbs (January – May) in the lawn in front of the nursery.
- Lift the canopy of the Lime Trees in the Car Park and those overhanging the Tennis Courts.
- Remove weed tree seedlings.
- Mow out the blind daffodils.
- Clean and repaint the benches in the War Memorial area.
- Moss kill the tennis courts.
- Cut back shrub growth from northern boundary returning it to the line of Holly.

3 RESOURCE IMPLICATIONS (FINANCE, PROPERTY, PEOPLE)

- 3.1 If the sub-committee wish to proceed with the broader works to the park infrastructure as detailed then this would require capital funding in the order of £97K. A request for Capital funding would need to be made to the Council through the Council's budget management process for approval.
- 3.2 The winter works proposed will be carried out within the parameters of the service level agreement previously agreed and will be funded from within the Council's parks budget.
- 3.3 Proposals in the management plan will be costed to seek agreement to be funded from within the Council's parks budget or for external funding to be sought.

4 STATUTORY CONSIDERATIONS AND BASIS FOR PROPOSAL

- 4.1 The Council is sole corporate trustee of the Alice Park Trust and the sub-committee's terms of reference are to undertake the operational management

functions in respect of the Alice Park site and its resources, in accordance with Trust's objects and the duties it owes pursuant to the Charities legislation.

- 4.2 Members in their capacity as Trustee must administer the Trust in good faith, abiding strictly to the objects of the Trust and administering the Trust for the benefit of the public which may at times conflict with the interests of the Council.
- 4.3 One highly important consideration for the APT sub-committee to consider, when deciding upon the issue of expenditure generally but specifically in respect of the skateboard park is, that the income from the Endowment and arising from the Trust Property is currently insufficient to maintain the park without a subsidy from B&NES's corporate funds, and therefore a very clear legal basis would be required in order to enable B&NES as trustee to permit any project to go ahead, if that would involve future expense. The Trust must secure the funding for the works and future maintenance, insurance etc before it commits to expenditure. There is also a potential conflict between B&NES's duty of prudence as trustee of the Trust and its interest in improving recreational facilities for its inhabitants as local authority.
- 4.3 The objects of the trust require the land bequeathed to be used as a public park and children's recreation ground. The committee must consider whether any proposed use falls within the trust's objectives, and if so whether to permit the use requested. If it permits the use then it must decide on what terms, in order to ensure effective use of the park whilst minimising any conflict between the different uses to which the park is subject to under the terms of the trust deed.

5 THE REPORT

- 5.1 The success of Alice Park, like all parks, relies on its ability to attract every demographic through what it is able to offer. It is therefore sensible to ensure that a balanced approach is taken to improve the amenities contained within the park.
- 5.2 In order to identify what might be achieved in Alice Park the B&NES Parks team visited the site to consider the strengths, weaknesses, opportunities and threats and used the results to inform this report.
- 5.3 In addition to the more general SWOT analysis in 5.4 below the park was subdivided for ease of reference into key areas and appraised individually. This detailed SWOT analysis appears in Appendix 1 and provides more detail of the works that could be carried out in order to improve the park.

5.4 Strengths

- Strong local support for the Park
 - Appeals to a fairly broad demographic (though less so to older children and teenagers).
 - Clear sight lines across the park support a perception of safety.
 - The designed landscape is largely in place.
 - The park contains enough amenities to have a broad appeal.

- Reasonably well maintained.
- Concise purpose i.e. provision of a set proportion of the site for children.
- Wide use of the park from outside the immediate B&NES area.

5.5 Weaknesses

- No cohesive plan for the Park.
- Proximity to a busy road impacts on the air quality.
- Limited (age range) and dated play equipment.
- Poorly designed horticultural areas.
- Some horticultural areas have become 'tired.'
- Limited Parking.
- Main roads dissect the community and deter foot and bike traffic and unaccompanied children.

5.6 Opportunities

- The newly established Alice Park Trust sub-committee is able to concentrate on one site.
- Improvements can be made incrementally.
- May be possible for the Trust and its supporters to access additional funding for the Park.
- Potential to maximise income from facilities within the Park though there are time limitations before these can be implemented.
- May be possible to establish a Friends Group that might undertake some aspect of the work in the Park e.g. bulb planting or the adoption of a horticultural area.
- If Park and Ride goes ahead the site would then be more attractive for some small to medium events.

5.7 Threats

- Funding to maintain and improve the site is under pressure from external budget reductions.
- Expectation of the Alice Park Trust sub-committee could exceed the available funding/resources.

5.8 A number of options from the SWOT analysis in Appendix 1 suggest themselves as having some degree of priority whilst others can be seen as opportunities for future investment.

5.8.1 The completion of a circular path to unite the site would be advantageous to most users be they young and learning to ride a bike or older and being pushed in a wheelchair or at many of the life stages in between.

5.8.2 Much of the play equipment is quite old and dated (though still usable) and as yet the spider has not been replaced with another piece of equipment. If some investment were to be made in the play area it would be possible to make it attractive to older children.

5.8.3 As it has been suggested that some investment be made in the park infrastructure; the site specific play area; Members of the Alice Park Trust sub-committee may wish to consider some money should be allocated to the horticultural aspect of the park.

6 RATIONALE

6.1 A management plan for the park will provide a framework against which future funding can be sought preventing a piecemeal approach to the landscape of the Alice Park and allowing the Trust sub-committee to prioritise and to seeking estimates for the works.

6.2 A winter works programme will identify works that are to be carried out and identify any phasing of works where appropriate. NB Winter works are not carried out on an annual basis but will be required to fit in with the wider parks programme and the available resources.

7 OTHER OPTIONS CONSIDERED

7.1 Doing nothing would result in a piecemeal approach to the long term development of the park and potential inefficiency in expenditure.

8 CONSULTATION

8.1 None

9 RISK MANAGEMENT

9.1 A risk assessment related to the issue and recommendations has been undertaken, in compliance with the Council's decision making risk management guidance.

Contact person	<i>Michael Rowan 01225 39 6811</i>
Background papers	<i>Skatepark report – Alice Park Trust Sub-committee 6th December 2016 Agenda item.</i> <i>Minutes of Alice Park Trust Sub-Committee August 2016 meeting.</i>
Please contact the report author if you need to access this report in an alternative format	

Entrance – Gloucester Road

Internal		External	
Strengths	Weaknesses	Opportunities	Threats
<ul style="list-style-type: none"> • Clear and obvious entrance to the park • Entrance is close to the Children's Play Area and Café/Lavatories 	<ul style="list-style-type: none"> • Railings are in need of painting • Signage is tatty and back to front • There is only a bare earth path between the car park and the café • The Nursery wildflower bed appears messy and unappealing. • Weed tree saplings (Ash and Sycamore) are present in the shrub border immediately adjacent to the right hand side of the café and should be removed winter 16/17 • Beds in front of Healthmatic toilets are full of weed and shrubs that are over mature. • Tree canopies are low and inhibit relaxation and exclude DDA accessibility • Presence of bike rack clutters the main entrance 	<ul style="list-style-type: none"> • A main Alice Park sign mentioning the Sub Trust and a second board for information and notices • Install a formalised path between the car park and the café • Improve the stand for the Alice MacVicar sign Remove the nursery bed and return to grass but plant the wider lawn area with successional spring bulbs • Install low walls, fill with soil and plant with low-growing herbaceous shrubs in front of Healthmatic toilet • Clear beds in front of Healthmatic toilet and replant using shade tolerant architectural plants • Raise canopies of lime trees obstructing paths and other trees around café seating area to increase DDA accessibility • Relocate bike rack inwards of park entrance to entice people into the park. 	<ul style="list-style-type: none"> • Budget pressures will impact on what can be achieved and more importantly what can be maintained

WWI Memorial Area

Internal		External	
Strengths	Weaknesses	Opportunities	Threats
<ul style="list-style-type: none"> The existing path to the war memorial facilitates wheelchair access. 	<ul style="list-style-type: none"> Lack of distinct formality to memorial area. Plaque needs to be refreshed and repositioned. Community garden obscured by yew hedge. 	<ul style="list-style-type: none"> Add curved stone wall with embedded seating to either side at the end of the path leading to the memorial. Remove old plaque plinth and replace with improved plinth and position plaque to face upwards. Replace Cherry trees with fastigate trees to create more formal look and under-plant with curving swathe of flower bulbs. Reduce width of community garden Yew hedge by a third. 	<ul style="list-style-type: none"> Budget pressures will impact on what can be achieved and more importantly what can be maintained.

Central Area

Internal		External	
Strengths	Weaknesses	Opportunities	Threats
<ul style="list-style-type: none"> Open area facilitates a number of informal activities. 	<ul style="list-style-type: none"> Lack of designated social picnicking/ barbeque seating space / facilities. Main planting of Daffodils are now quite old and are coming up blind. 	<ul style="list-style-type: none"> Install a small number of barbeque benches. Mow off Daffodil bulbs on flat, but retain on the slope. Plant white bulbs on slope for a more striking effect. Plant bulbs around the old stump. 	<ul style="list-style-type: none"> Budget pressures will impact on what can be achieved and more importantly what can be maintained.

Pond Area

Internal		External	
Strengths	Weaknesses	Opportunities	Threats
<ul style="list-style-type: none"> The pond adds a point of interest and is something not seen in every park. 	<ul style="list-style-type: none"> Weak and somewhat piecemeal design that does nothing to define the area. Pond water has become stagnant and needs to be remedied. Memorial plaque beside pond is in need of cleaning. 	<ul style="list-style-type: none"> Add white/ silver planting to border hedge. Remove Berberis. Plant trees for autumn colours e.g. Acer. This may fit in with the war memorial aspect. Revitalise/refresh tree and planting landscapes: seasonal colours/ distinctions. Plant white bulbs. Remove weed trees in border hedge. Restore water flow to revitalise pond water quality. 	<ul style="list-style-type: none"> Budget pressures will impact on what can be achieved and more importantly what can be maintained.

Tennis Court Area

Internal		External	
Strengths	Weaknesses	Opportunities	Threats
<ul style="list-style-type: none"> Clearly defined purpose for this area. Revenue stream with potential for growth. 	<ul style="list-style-type: none"> Cut back encroaching northern boundary vegetation from "Horseshoe Walk". Metal object protruding from ground on path between courts and boundary hedge requires removal. Creates a tripping hazard and health and safety risk. Lack of a water source makes it difficult to maintain the courts and the pond. 	<ul style="list-style-type: none"> Replace corroded iron fencing around tennis courts and resurface courts. Speak to property services regarding repairs to the Tennis hut weatherboards, and roof tiles are broken in places. Create footpath between tennis courts and children's cycle track to extend the 'Horseshoe Walk'. Add a measured distance track between the tennis courts and the fence line. Need to ensure a new water source close to the tennis courts for pressure washing /maintenance of courts / topping up of pond if needed. 	<ul style="list-style-type: none"> Budget pressures will impact on what can be achieved and more importantly what can be maintained.

Children's Cycle Track Area

Internal		External	
Strengths	Weaknesses	Opportunities	Threats
<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Proximity of gate to busy road. Lack of welcome sign at this entrance. Lack of horticultural interest. Benches face away from the track. 	<ul style="list-style-type: none"> Install pedestrian safety barrier at gate onto road near children's cycle track. Install Welcome to Alice Park sign at this entrance. Plant bulbs in this area. Add hedging to fence line adjacent to cycle track. Consider repositioning benches to face children on cycle track. <p>Install miniature road signage to improve the play interest.</p>	<ul style="list-style-type: none"> Budget pressures will impact on what can be achieved and more importantly what can be maintained.

Shelter

Internal		External	
Strengths	Weaknesses	Opportunities	Threats
<ul style="list-style-type: none"> Bedding costs low as grown by Council. In-house ground staff maintenance. Recently revitalised and appointed Trustees. Actively publicised on Council web-page and social media. 	<ul style="list-style-type: none"> Structure in need of repair and refurbishment. Uneven ground. 	<ul style="list-style-type: none"> Paint and repair shelter, repair roof and replace missing slats beneath seat. Install guttering on roof to prevent rainfall run off forming muddy areas on ground (where would guttering drain to?) Fill and grass over unsightly puddle depression on ground. 	<ul style="list-style-type: none"> Trustees and or local communities resisting improvement changes and Council-intervention at the Park. Funding and revenue security.

Play Area

Internal		External	
Strengths	Weaknesses	Opportunities	Threats
<ul style="list-style-type: none"> Generous footprint. 	<ul style="list-style-type: none"> Poorly defined boundary that is too close to the road. Lack of seating for parents and carers. Gates are not self-closing so reliant on users always closing the gates behind them. Equipment appeals to a narrow age range. The play equipment is dated and over supplies swings at the expense of more interesting units. Underutilised Table Tennis table. 	<ul style="list-style-type: none"> Plant more trees at southern corner against the road and possibly redefine the boundary by pulling the hedge line in toward the park and away from the road. Install self-closing gate at play entrance closest to London Road. Install more benches. Relocate the Table Tennis table to a space outside the play area to encourage adult/young adult play. Perhaps the café could rent out paddles and ping pong balls? Shift entrance to play area away from the café to divert foot traffic from café at fresco dining area. Swap the stressed arch swings and the Springies to make room to install a new multi activity climbing frame with slide for older children. Install 3 new Springies in a group facing inwards together. Install a small 	<ul style="list-style-type: none"> Budget pressures will impact on what can be achieved and more importantly what can be maintained.

		<p>water play feature e.g. water pump and rill.</p> <ul style="list-style-type: none"> • Swap some tarmac for grass along the edges of the play area and then alter the grass edge to a wavy design. • Swap some tarmac in the centre of the play area for a more playful (porous) surface using Eco mulch or Nott sport etc. • Swap two flat swings for tango seats (dual seat swings for sharing “carer and baby”) Swap the logs in the bark pit for a see saw or low rotator / wok. 	
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General and Throughout

Internal		External	
Strengths	Weaknesses	Opportunities	Threats
<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • Bins throughout park are of variable condition and type. • Benches in poor condition. • What should be a circular path ceases three quarters of the way around the park. • Lack of signage. 	<ul style="list-style-type: none"> • Standardise the type of bin throughout. • A number of benches need either replacing or refurbishment. • Add new bin beside each new bench. • Create a pathway between the pond area and the London Road to link the two sides of the park and create all weather access for users of buggies, wheelchairs etc. • Add interpretation and direction signage throughout the park. 	<ul style="list-style-type: none"> • Budget pressures will impact on what can be achieved and more importantly what can be maintained.

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Bath & North East Somerset Council		
MEETING/ DECISION MAKER:	Alice Park Trust Sub Committee	
MEETING/ DECISION DATE:	6 December 2016	EXECUTIVE FORWARD PLAN REFERENCE:
TITLE:	Routine Tree Programmed Works 2016/2017	
WARD:	Lambridge	
AN OPEN PUBLIC ITEM		
List of attachments to this report: Appendix 1 Plan showing trees requiring to be felled		

1 THE ISSUE

- 1.1 The annual tree inspection was carried out October 2016. The inspection identified essential tree works required including the felling of 4 trees that are over 10m tall. These trees have to be removed due to their poor and deteriorating condition. The risk of branch failure will become unacceptably high if they are not removed. Replacement trees will be planted during the winter in Alice Park.

2 RECOMMENDATION

- 2.1 The sub-committee is asked to note the recommendations of the Tree Inspector to fell 4 trees.

3 RESOURCE IMPLICATIONS (FINANCE, PROPERTY, PEOPLE)

- 3.1 Works will be funded by the Council as per the service level agreement and recorded against the Trusts costs of maintaining Alice Park.

4 STATUTORY CONSIDERATIONS AND BASIS FOR PROPOSAL

- 4.1 The Council is sole corporate trustee of the Alice Park Trust. The sub-committee's terms of reference are to undertake the operational management functions in respect of the Alice Park site and its resources, in accordance with Trust's objects and the duties it owes pursuant to the Charities legislation.
- 4.2 Members in their capacity as Trustee must administer the Trust in good faith, abiding strictly to the objects of the Trust and administering the Trust for the benefit of the public which may at times conflict with the interests of the Council.

4.3 The objects of the trust require the land bequeathed to be used as a public park and children's recreation ground. The committee must consider whether any proposed use falls within the trust's objectives, and if so whether to permit the use requested. If it permits the use then it must decide on what terms, in order to ensure effective use of the park whilst minimising any conflict between the different uses to which the park is subject to under the terms of the trust deed.

4.4 Alice Park is within the conservation area of Bath so notification is required to be submitted to Planning Services of the tree works to be undertaken.

5 THE REPORT

5.1 A tree inspection has resulted in identifying essential works to be carried out during the dormant season, before April 2017.

5.2 Notices will be displayed to inform park users prior to trees being felled.

6 RATIONALE

6.1 Maintaining the quality of the tree stock and in the interest of public safety.

7 OTHER OPTIONS CONSIDERED

7.1 Do nothing – this option would make the Sub Trust vulnerable to litigation should a related accident occur

8 CONSULTATION

8.1 The Council's planning service will be consulted as the park is in a conservation area.

9 RISK MANAGEMENT

9.1 A risk assessment related to the issue and recommendations has been undertaken, in compliance with the Council's decision making risk management guidance.

Contact person	<i>Denise Hart 01225 396898 (Tree Manager)</i>
Background papers	<i>None</i>
Please contact the report author if you need to access this report in an alternative format	

Appendix 1
Plan Showing location of trees to be felled

200215 Maple Crimson King	Poor health with extensive die back and deadwood in canopy
200540 Horse Chestnut	Poor condition with severe internal decay in the main stem
200474 Horse Chestnut	Poor health with splits in major limbs/main stem
200160 Horse Chestnut	Poor health with splits in major limbs/main stem



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