Nottinghamshire County Council

# Culture Committee

## Tuesday, 02 December 2014 at 14:00

**County Hall**, **County Hall, West Bridgford, Nottingham, NG2 7QP**

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# AGENDA


| | | |
|---|---|---|
| 1 | Minutes of the last meeting on 21st October 2014 | 3 - 6 |
| 2 | Apologies for Absence | |
| 3 | Declarations of Interests by Members and Officers:- (see note below)<br>(a) Disclosable Pecuniary Interests<br>(b) Private Interests (pecuniary and non-pecuniary) | |
| 4 | Application to Register a Village Green - Leeming Lane, Mansfield Woodhouse | 7 - 84 |
| 5 | Service Update for the Period 29 September to 9 November 2014 | 85 - 88 |
| 6 | Performance Reporting 1 April - 30 September 2014 | 89 - 92 |
| 7 | Fees & Charges 2015 16 - Libraries, Archives & Information | 93 - 104 |
| 8 | Adult & Community Learning Servcies Management Fees & Charges Policy | 105 - 108 |
| 9 | 2014 Visitor Satisfaction Survey at Rufford Country Park | 109 - 110 |
| 10 | Summer Reading Challenge 2014 | 111 - 116 |
| 11 | Work Programme | 117 - 120 |

**Notes**

(1) Councillors are advised to contact their Research Officer for details of any Group Meetings which are planned for this meeting.

(2) Members of the public wishing to inspect "Background Papers" referred to in the reports on the agenda or Schedule 12A of the Local Government Act should contact:-

Customer Services Centre 0300 500 80 80

(3) Persons making a declaration of interest should have regard to the Code of Conduct and the Council's Procedure Rules. Those declaring must indicate the nature of their interest and the reasons for the declaration.

Councillors or Officers requiring clarification on whether to make a declaration of interest are invited to contact Martin Gately (Tel. 0115 977 2826) or a colleague in Democratic Services prior to the meeting.

(4) Councillors are reminded that Committee and Sub-Committee papers, with the exception of those which contain Exempt or Confidential Information, may be recycled.

(5) This agenda and its associated reports are available to view online via an online calendar - http://www.nottinghamshire.gov.uk/dms/Meetings.aspx

Nottinghamshire County Council

# minutes

| | |
|---|---|
| Meeting | Culture Committee |
| Date | 21st October 2014 (commencing at 2pm) |

**Membership**
Persons absent are marked with an 'A'

**COUNCILLORS**

John Knight (Chairman)
Alan Bell (Vice-Chairman)

Pauline Allan
Richard Butler
John Cottee
John Clarke
Maureen Dobson

**A** Sybil Fielding
Alice Grice
Tom Hollis
Tony Roberts

Ex-officio (non-voting)
A Alan Rhodes

## OFFICERS IN ATTENDANCE

| | |
|---|---|
| Pete Barker | - Democratic Services |
| Kirsty Blyth | - Team Manager, Library Service Development |
| Steve Bradley | - Group Manager, Cultural and Enrichment Services |
| Peter Gaw | - Group Manager, Libraries, Archives & Information |
| Derek Higton | - Service Director Youth, Families and Cultural Services |
| Neil Lewis | - Countryside Access |
| Philippa Milbourne | - Children Families and Cultural Services |
| Rob Shirley | - Communications and Marketing |
| Ursilla Spence | - Conservation |
| Heather Stokes | - Team Manager, Conservation |

Ex-officio (non-voting)
A Alan Rhodes

## MEMBERSHIP

The clerk to the Committee reported orally that Councillors Richard Butler and Tony Roberts had been appointed to the Committee in place of Councillors Roger Jackson and Chris Barnfather respectively for this meeting only.

## MINUTES OF THE LAST MEETING

The minutes of the last meeting held on 9 September 2014, having been circulated to all Members, were taken as read and were confirmed.

## APOLOGIES FOR ABSENCE

Apologies were received from Councillor Sybil Fielding.

## DECLARATIONS OF INTEREST

Councillor Tom Hollis in the Sherwood Forest Visitor Centre report as he had undertaken work experience with various legal firms who were involved in the previous tender.

## ORDER OF BUSINESS

With the consent of the Committee the Chairman changed the order of business to bring forward Agenda item 9.

## THE GRAVEYARD SHIFT – RECORDING THE GRAVEYARDS OF NOTTINGHAMSHIRE

**RESOLVED 2014/047**

1) That County Council participation in a funding bid to the Heritage Lottery Fund for “The Graveyard Shift” Project be approved.

2) That a contribution of match funding of £2,500 towards the Development Phase of the project be approved, should the application be successful.

## SERVICE UPDATE FOR THE PERIOD 18 AUGUST TO 28 SEPTEMBER 2014

**RESOLVED 2014/048**

That the update on a range of initiatives being undertaken to improve and enhance the quality of life for Nottinghamshire people be noted.

## ROBIN HOOD FESTIVAL 2014

**RESOLVED 2014/049**

1) That approval for the Robin Hood Festival for 2015 to take place from 3rd to 9th August 2015 be given.

2) That approval be given for the road closure and local parking restrictions carried out at the 2014 event to be repeated at the 2015 event.

## SHERWOOD FOREST VISITOR CENTRE AND COUNTRY PARK PROCUREMENT PROCESS

**RESOLVED 2014/050**

1) That the procurement of a partner for the Sherwood Forest Visitor Centre and Country Park be approved.

2) That the project expenditure required to support the procurement process as set out in paragraph 14 be approved.

Councillor Hollis asked that his vote against the proposals be recorded in the minutes.

## LIBRARIES, ARTS, ARCHIVES, INFORMATION AND COMMUNITY LEARNING SERVICES; NEW OPERATING MODEL – PROGRESS REPORT

**RESOLVED 2014/051**

That progress on the development of the new arm's length operating model for Libraries, Arts, Archives, Information and Community Learning services be noted.

## LIBRARIES FOR THE FUTURE: AN ARTS COUNCIL FUNDED PROJECT AT MANSFIELD LIBRARY

**RESOLVED 2014/052**

That the progress of the Libraries for the Future project at Mansfield Central Library be noted.

## NEW RESPONSIBILITIES – COMMON LAND AND TOWN OR VILLAGE GREENS

**RESOLVED 2014/053**

1) That the contents of the report be noted.

2) That it be noted a training session on Common Land and Village Green registrations will be held at the conclusion of the meeting.

## WORK PROGRAMME

The meetings scheduled for December and January will take place in Nottingham and workshops will be held at the rising of each Committee.

Future meetings will continue to be held at various locations in libraries and Country Parks.

**RESOLVED 2014/054**

That the Committee's work programme be noted.

The meeting closed at 3.20 pm.



**Chairman**

| Nottinghamshire County Council | Report to Culture Committee |
|---|---|
| | 2nd December 2014 |
| | Agenda Item: 4 |

**REPORT OF SERVICE DIRECTOR (HIGHWAYS)**

**APPLICATION TO REGISTER A TOWN OR VILLAGE GREEN – LAND AT LEEMING LANE RECREATION GROUND, MANSFIELD WOODHOUSE**

**PROPOSAL:** **APPLICATION TO REGISTER LAND AS A TOWN OR VILLAGE GREEN**

**LOCATION:** **BETWEEN WELBECK ROAD AND LEEMING LANE SOUTH (LEEMING LANE RECREATION GROUND), MANSFIELD WOODHOUSE**

**APPLICANT:** **MR C. A. BARTON**

## Purpose of the Report

1. To consider an Application to register land as a Town or Village Green ("TVG") under section 13 of the Commons Act 1965, made to Nottinghamshire County Council as Registration Authority. The Registration Authority's responsibility to determine the application is a quasi-judicial function and is separate from all other functions carried out by the Authority. The decision as to whether or not the application satisfies the criteria for registration must be based entirely on the evidence submitted. The land subject to the application is outlined on the plan attached at Appendix 1.

## The Site and Surroundings

2. The application land comprises of two separate fields divided by a mature hedgerow. To one side of the hedgerow (north-west side) the field comprises of rough grassland sloping down towards Welbeck Road, to the other (south-eastern) side the field is level, laid to grass and appears to be maintained as part of the Leeming Lane Recreation Ground. The land is open along its north western and southern boundaries. Photographs showing the application land are attached at Appendix 2.

## Background Information and Advice

3. The application was submitted by Clive Anthony Barton (now deceased), a resident of Pleasley, Mansfield, and was made to register land described by him as the "full area of Leeming Lane Rec" as a TVG (hereafter referred to as "the application land").

4. Where land is registered as a Town or Village Green the right of the public to use the land for recreational activities is protected from then on. Land can only have the legal status of a TVG upon registration.

5. The applicant states that use of the land by "local inhabitants" was "as of right" by virtue of the Mansfield Woodhouse Inclosure Award (1854). Officers duly checked the Award which is held at the Nottinghamshire Archives office. However, it was found that the application land was **not** allotted as part of the Award as stated by the applicant. The Award map shows that it was the adjacent land (parcel 28a) that was awarded as a "place of exercise and recreation for the inhabitants of the said parish and neighbourhood". Ownership of parcel 28a was allotted to the Church Wardens and Overseers of the Poor. The Awarded land was subsequently recorded as a TVG (being part of the registered land VG44). Relevant extracts from the Award are shown at Appendix 3.

6. The application land abuts onto the existing Leeming Lane Recreation Ground which was registered as a TVG on 1st August 1972, registration number VG44 (hereafter referred to as "the registered land"). Relevant extracts from the Register of Village Greens are shown at Appendix 4.

7. Three user evidence forms were submitted from residents living on Leeming Park and Highland Close. These forms refer to use of the "Recreation Ground" for various sports and pastimes commencing from 1944, 1963 and 1998 respectively. The named sports and pastimes listed are walking, kite flying, cricket, football, swingball, rounders, socialising, dog walking, sun bathing, mushroom picking, playing, gardening, watching wildlife, attending firework parties, sunbathing and exercise.

8. Although the TVG application was made under the provisions of the Commons Registration Act 1965, at the time the application was made (November 2006), certain provisions of the Commons Act 2006 had already come into force. In June 2008 advice was sought from Mr Jonathan Mitchell, Barrister at Ropewalk Chambers as to the procedure for dealing with the application during this 'transitional' period. Counsel duly advised that the appropriate tests to be applied were those set by the Commons Act 2006.

9. The applicant contends that the land became a TVG on the 26th November 2006. Accordingly, the test in subsection (2) of section 15 of the 2006 Act applies whereby;

    - A significant number of the inhabitants of any locality, or any neighbourhood within a locality, have indulged as of right in lawful sports and pastimes on the land for a period of at least 20 years; and
    - They continue to do so at the time of the application

    There was no suggestion that the activities stated in evidence ceased at any time prior to the making of the application.

10. Committee must therefore decide whether or not the application fully meets **all** the elements of qualifying use for land to have become capable of registration as a TVG. The applicant must establish on the balance of probabilities (the civil standard of proof) that use had been;

    i) by a significant number of the inhabitants,
    ii) of any locality or of a neighbourhood within a locality,
    iii) having indulged "as of right" (i.e. without force, secrecy or permission),
    iv) in lawful sports and pastimes,
    v) on the land,
    vi) for a period of at least twenty years,
    vii) and that such use continued up until the time of the application.

11. Committee is required to either accept or reject the application solely on the facts. Any other issues, including those of desirability or community needs are not legally relevant and cannot be taken into consideration. Acceptance means the land will be registered. Rejecting the application would mean that no registration would take place.

12. Officers also requested that Counsel advise the Registration Authority as to the merits of the evidence submitted in support of the application, and whether the application should be subject to further consideration (by way of example: a public inquiry). In summary, Counsel concluded the following:

    "it appears to me that the evidence in support is lacking in the necessary precision to enable the Council properly to register the land as a town or village green. The witnesses are not clearly speaking only of the parcel of land, which is now sought to register, but also of the already registered green and of land to the south west of the access road. I do not consider that it can sensibly be said on the balance of probabilities that the parcel of land in question has been shown to have been used in the necessary manner by the requisite people for the relevant period".

13. Based on the evidence submitted with the application, Counsel advised that the Registration Authority should refuse the application. A complete copy of Counsel's advice is attached at Appendix 5.

## Consultation

14. Following the advertising of the application and formal notification to interested parties (April 2009), one objection was received from the landowner, Mansfield District Council (MDC). The objection can be summarised as follows;

    (a) The application does not demonstrate evidence of use by a significant number of inhabitants nor has the applicant demonstrated the locality being relied upon and the numbers using the land from that locality.

    (b) It is in fact the registered land (VG44) that is being used as stated. The user evidence forms give no specific evidence for use of the application land but refer to the Recreation Ground as a whole. Two of the evidence forms specifically refer to use on the land that is already registered.

(c) On inspection in 2009, it was observed that the application land forms a steep gradient on which some of the claimed activities would be “impossible”. The land was covered with grass 5ft high and no access existed from the adjacent back gardens. MDC state again that this suggests that the activities described in the user evidence forms relate to use of the already registered area.

(d) If the application land is deemed to be part of the Leeming Lane Recreation Ground then use cannot be “as of right” as use has been with permission of the District Council.

(e) The application land is subject to the District Council’s Open Space and Pleasure Ground byelaw which came into force on 5 August 1975. The byelaw was made pursuant to section 164 of the Public Health Act 1875 which enabled local authorities to provide land for public recreation and therefore use cannot be “as of right” *[N.B. The byelaw identifies two different areas of land; the “Leeming Lane Playing Fields” and the “Leeming Lane Recreation Ground”].* A copy of the byelaw is attached at Appendix 6.

(f) The sports and pastimes listed in the user evidence forms are consistent with how the land is held by the District Council under the byelaw which regulates its use. The application discloses use that is consistent with this permission and therefore use cannot be “as of right”.

(g) MDC urges the Registration Authority to refuse the application.

15. As is legally required, a copy of the objection was forwarded to the applicant for comments. The applicant’s response is summarised as follows;

(a) In living memory (since 1920) the land to the side of the steps has been completely open and used by the community for sports and leisure pursuits. It has been used as a sledging field for the town and is the best point to view the town below.

(b) There has always been a broken line of ancient mature hawthorns on the land, “you could always walk through it at any point”. The recent wire fencing was erected by the Woodhouse Society on behalf of the community to help protect the line of hawthorns. It forces people to walk around the hedge line rather than through it.

(c) There is no boundary nor has there ever been a boundary between registered land and the application land. “Local community members” sub-consciously refer to the “rec” as meaning the application land and the registered land as one. There has never been any action, indication or notice to indicate any difference.

(d) The Great Wake Hills appear very clearly in the Inclosure Award of 1854. The land has been used by the local community from early medieval times *[Officers would comment that this is not disputed. The awarded land (parcel 28a) is named within the award as “Great Wakehill” and subsequently formed the basis of the registration as a village green under reference: VG44].*

(e) As a schoolboy the applicant walked across the whole area every day for twelve years.

(f) Up to 1970 sand was freely taken from the land by “everybody”.

(g) 5 Evidence Forms and not 3 were submitted with the application *[Officers would comment that Mr Barton's application specifically refers to "3 completed and signed evidence forms" and that this was acknowledged upon receipt of the application].* The applicant further states…The case of Macalpine Homes v Staffordshire County Council (2002) held that the term "significant" in respect of the number of users does not mean a considerable or substantial figure. When determining whether the evidence shows use by a significant number of the inhabitants of any locality that would be very much a matter of impression…If 6 witnesses has been taken as the norm in these matters then there are 5 users plus myself as witnesses here *[Advice has been sought from Legal Services who comment that the High Court actually stated in McAlpine that the number of people using the land had to be sufficient to signify that the land was in general use by the local community].*

(h) The sloped area is less than one quarter of the application land and has deliberately been left as a natural wild area giving users a "chance to quietly commune with nature".

(i) The land was used by the community many centuries before the Mansfield District Byelaw in 1975.

16. Subsequent to the MDC objection, the District Council submitted the following statement in 2013; A lease made between Mansfield District Council and the Mansfield Woodhouse Millennium Green Trust (commencing on 6 September 2002 for a term of 99 years) demised the land for use as a Millennium Green for the benefit of local people. This further strengthens the District Council's assertion that the use of the application site cannot be "as of right". Clause 3.1 of the Declaration of the Trust (dated 21st October 1998) sets out that the land shall be used "for the benefit of the inhabitants and to be used forever as an area for informal recreation play and other leisure-time occupations a meeting area or place for community events and for any other lawful purpose consistent with these trusts and for the general benefit of the community". A copy of the Lease and Declaration of Trust (executed by Mr Barton as a Trustee) is attached at Appendix 7.

## The Legal Test

17. Committee must decide whether or not the claimed use fully meets **all** the elements of qualifying use for land to become capable of registration as a TVG. The applicant must establish on the balance of probabilities that use on the land had been;

*(i) by a significant number of the inhabitants*

18. Only three user evidence forms were submitted with the application. Such limited evidence does not demonstrate that the land was in general use by the local community.

*(ii) of any locality or of a neighbourhood within a locality*

19. For the purposes of the TVG legislation a "locality" means an administrative district or an area within legally significant boundaries. A "neighbourhood" is a non-administrative area which exhibits cohesiveness by virtue of its physical location and/or shared services/facilities. A plan ("Plan B") is referred to in each of the evidence forms as being "the extend of the neighbourhood of Leeming Lane Rec [sic]". The boundary drawn on "Plan B" does not correspond with any recognised **"locality"**. However, Section 98 of the Countryside and

Rights of Way Act 2000 amended Section 22 of Commons Registration Act 1965 by inserting "or of any neighbourhood within a locality" as an additional type of locality. Equally, it is also noted that no evidence has been submitted as to what makes the claimed area a **"neighbourhood"**. Two of the evidence forms state that people using the land travel from "anywhere/everywhere" which suggests users come from outside the area shown in Plan B. Consequently, the applicant has failed to identify either a "locality" or a "neighbourhood within a locality" for the purposes of the legislation. A copy of the plan attached to the application and referred to as "Plan B" within the user evidence forms is attached at Appendix 8.

*(iii) have indulged as of right*

20. The Supreme Court judgment (R. (on the application of Barkas) -v- North Yorkshire County Council (2014)) considered the meaning of the phrase "as of right" in respect of TVG applications. The Court held that people taking part in recreational activities on land held by a local authority as a recreation ground under statutory powers (in that case under S.12(1), Housing Act 1985) did so "by right" rather than "as of right" and therefore any application to register a TVG on such land would fail on that basis. Accordingly, in this case, where the application land is owned by Mansfield District Council, who allocated the land (or at least part of it) as a "Pleasure Ground" for public recreation under the Public Health Act 1875, from 1st September 1975 use of that land is "by right" and is not "as of right". However, as the byelaw does not contain any explanatory map or plan to show the extent of the land, there is some uncertainty as to exactly what land is affected i.e. the schedule to the byelaw only describes the land thus; the "Leeming Lane Playing Fields" and the "Leeming Lane Recreation Ground".

21. Further clarification as to the extent of the byelaw land was sought from MDC who stated a 'belief' that the land edged red as shown on the plan at Appendix 9 constituted the "Leeming Lane Playing Fields". Some further assistance in defining the relevant extents was found on historic Ordnance Survey maps published early last century. These maps identify one single field as being the "Recreation Ground" which suggests that the adjacent land was the "Playing Field" (in the absence of any other candidates). Extracts taken from an Ordnance Survey 25" map (published in 1917) and a 6" map (published in 1938) are attached at Appendix 10. On balance it appears more likely than not that the field 422 (as annotated on the OS maps) and fronting onto Leeming Lane constituted the "Leeming Lane Playing Fields" and therefore **is** subject to the 1975 byelaw. However, it is also noted that field nos. 422 and 424 were separated by a fence or hedgerow (which is still present). As field 424 fronts onto Welbeck Road and is steeply sloped, it seems less likely that this field was part of the "Leeming Lane Playing Fields" described in the byelaw. Furthermore, MDC have already stated that use of this land for sports and pastimes would be "impossible" due to the incline.

22. An aerial photograph taken in 1974 (one year before the byelaw came into force) confirms that field 422 was laid to grass in the manner of a municipal playing field, while field 424 appears to consist of rough grassland/vegetation. A copy of the 1974 aerial photograph is attached at Appendix 11. Therefore, on balance it seems less likely that the northern section of the application land was subject to the 1975 byelaw. However, it is noted that this land was also subject to a lease between MDC and the Mansfield Woodhouse Millennium Green Trust (Appendix 8). Millennium Greens were created in celebration of the new millennium with grant funding from the Millennium Commission. Under the terms of the lease the land is held as a Millennium Green as a place for "air and exercise" and to "meet others and pursue leisure activities and pastimes" for all persons living or permanently employed within the locality. As such, during the term of the lease (which commenced in 2002 for 99 years) use of the land

for such activities as are being claimed was by permission of the landowner (MDC) and was not “as of right”.

*(iv) in lawful sports and pastimes*

23. The activities undertaken by those who completed evidence forms are lawful sports and pastimes for the purposes of the legislation.

*(v) on the land*

24. The user evidence forms do not clearly identify the land and therefore do not sufficiently demonstrate use of the land.

*(vi) for a period of at least twenty years*

25. Only two evidence forms indicate use for the requisite period (1986-2006) in referring to use dating back to 1944 and 1963. Such limited evidence fails to make the case for the land having been used for a period of at least twenty years.

*(vii) and that use continued up until the time of the application*

26. All three evidence forms indicate use up until the application.

## Other Options Considered

27. Due to the nature of user evidence and the complexity of the law relating to TVG applications a public inquiry could be held to further test and clarify the evidence. The use of a public inquiry for such applications has been approved of by the courts as being in the interests of openness and fairness. However, given that use of the land up to the time of the application was undeniably “by right” rather than “as of right” there is no prospect that the application could succeed even if the evidence were tested at a public inquiry. The provisions of the Human Rights Act regarding the right to a fair hearing have been considered in reaching this conclusion.

## Reason for the Recommendation

28. The applicant has failed to demonstrate use by a significant number of inhabitants from the purported neighbourhood highlighted on “Plan B” (Appendix 8).

29. The applicant has failed to demonstrate that the area being relied upon is either a locality or a neighbourhood within a locality. This omission is important as the burden of proof for such an area lies squarely on the applicant.

30. Use of the application land has been “by right” and not “as of right” by virtue of the Mansfield District Council Byelaw (1975) and the lease between MDC and Mansfield Woodhouse Millennium Green Trust (2002).

31. The applicant has failed to demonstrate that the claimed lawful sports and pastimes occurred on the application land as opposed to other nearby land, including the already registered town/village green.

32. The applicant has failed to demonstrate that the land has been in use as a Town or Village Green for a period of twenty years.

## Statutory and Policy Implications

33. This report has been compiled after consideration of implications in respect of finance, equal opportunities, human resources, crime and disorder, human rights, the safeguarding of children, sustainability and the environment and those using the service and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

## RECOMMENDATION/S

1) It is RECOMMENDED that Committee rejects the application for the reasons set out above.

**Andrew Warrington**
**Service Director Highways**

**For any enquiries about this report please contact:**
Eddie Brennan (0115 9774709)
Definitive Map Officer

**Constitutional Comments (SJE – 21/11/2014)**
This decision falls within the Terms of Reference of the Culture Committee to whom, by virtue of Council Resolution 2014/027, responsibility for the exercise of the Authority's functions relating to common land and town or village greens has been delegated.

**Financial Comments (SEM 21/07/14)**

There are no specific financial implications arising directly from this report.

**Background Papers**

Except for previously published documents, which will be available elsewhere, the documents listed here will be available for inspection in accordance with Section 100D of the Local Government Act 1972.

Leeming Lane Town or Village Green Application (Ref. NVG350) case file

Nottinghamshire County Council Town or Village Green Register

**Electoral Division(s) and Member(s) Affected**

| | |
|---|---|
| Mansfield North | Joyce Bosnjak |
| | Parry Tsimbiridis |

CABINET 7/11/01

APPENDIX 7

MANSFIELD DISTRICT COUNCIL

to

MANSFIELD WOODHOUSE
MILLENNIUM GREEN TRUST

L E A S E

Land on the south side of
Welbeck Road, Mansfield Woodhouse.

# H. M. LAND REGISTRY
# LAND REGISTRATION ACTS 1925 - 1988
# A LEASE OF PART

| | | |
|---|---|---|
| COUNTY AND DISTRICT OR LONDON BOROUGH | : | NOTTINGHAMSHIRE, MANSFIELD |
| TITLE NUMBER | : | |
| PROPERTY | : | Land on the south east side of Welbeck Road, Mansfield Woodhouse |

THIS LEASE is made the 6th day of September 2002

BETWEEN MANSFIELD DISTRICT COUNCIL of Civic Centre Chesterfield Road South Mansfield Nottinghamshire ("the Landlord") and MANSFIELD WOODHOUSE MILLENNIUM GREEN TRUST of Burrells Newboundmill Lane Pleasley Nottinghamshire ("the Tenant")

WHEREAS

A. By a resolution dated 7th November, 2001 the Landlord has determined to demise to the Tenant the Property (as herein defined) for use as a Millennium Green for the benefit of those living or permanently employed within the locality and for the purposes set out in a Declaration of Trust dated 21st October 1998 ("the Declaration of Trust") a copy of which is annexed to this Lease

B. In pursuance of the above purposes the Landlord is entering into this Lease

WHEREBY IT IS AGREED as follows:

1. **Definitions and Interpretations**

1.1 The expressions "the Landlord" and "the Tenant") include the persons for the time being entitled to the reversion

immediately expectant on the determination of the Term (as hereinafter defined) and the Tenant's successors in title respectively

1.2 Where the Landlord or the Tenant for the time being is two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally

1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa

1.4 References to any right of the Landlord to have access to the Property shall be construed as extending to all persons authorised by the Landlord (including agents professional advisers contractors workmen and others)

1.5 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person

1.6 Any reference to a statute includes a direction or other legal obligation and also any statutory extension or modification amendment or re-enactment of such statute or direction or other legal obligation and any regulations or orders made hereunder and any general reference to "statute" or "statutes" includes any regulations or orders made under such statute or statutes

1.7 References in this Lease to any sub-clause or schedule without further designation shall be construed as a reference to the sub-clause or schedule to this Lease so numbered _____

1.8 The Clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation _____

2. **Demise**

The Landlord demises to the Tenant ALL THAT land shown for the purpose of identification only edged red on the plan ("the Plan") annexed to this Lease ("the Property") to hold to the Tenant for a fixed term of NINETY NINE YEARS (99 YEARS) from and including 6th September 2002 ("the Term") YIELDING AND PAYING the annual rent of one peppercorn (if demanded) on each and every anniversary of the date of this Lease SUBJECT TO the covenants on the part of the Tenant hereinafter contained and the covenants and conditions contained in the documents set out in the Schedule to this Lease _____

3. **The Tenant's Covenants**

The Tenant Covenants with the Landlord:-

3.1 **Outgoings**

To pay and to indemnify the landlord against all existing and future rates taxes assessments duties charges impositions and outgoings of any type which are now or during the Term shall be charged assessed or imposed upon the Property or upon the owner or occupier of them _____

3.2 **Value Added Tax**

To pay and to indemnify the landlord against all Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment or supply the terms of or in connection with this Lease or any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment

3.3 **Maintenance of the Premises**

3.3.1 To keep or procure that the Property is kept in good condition for its permitted use in accordance with the objects set out in Clause 3 of the Declaration of Trust

3.3.2 Not to deposit or permit to be deposited any waste rubbish or refuse on the Property (save in appropriate receptacles)

3.3.3 Not to allow keep or store upon the Property a caravan tent or dwelling

3.3.4 Not to erect any buildings or structures on the Property except insofar as is permitted under Clause 4.2 of the Declaration of Trust

3.4 **User**

3.4.1 Not to use the Property for any purpose other than for the furtherance of the objects as set out in Clause 3 of the Declaration of Trust

3.4.2 Not to do nor allow to remain upon the Property anything which may be or become or cause a nuisance injury or damage to the Landlord

3.4.3 Not to use the Property for any dangerous noxious noisy or offensive trade business manufacture or occupation not for any illegal or immoral act or purpose

3.4.4 Not to use the Property as a place for sleeping accommodation or for residential purposes

3.5 **Tenants Other Covenants**

The Tenants covenants with the Landlord as follows:-

3.5.1 Not to use the Property for the provision of access to any adjoining land save as a means of access to a public highway

3.5.2 To landscape the Property in accordance with a scheme to be approved in writing by the Landlord as owner of the Property

3.5.2 To complete all landscaping works to the satisfaction of the Landlord within twelve months of the commencement of the term hereby granted

3.6 **Statutory Obligations**

At the Tenant's own expense to execute all works and provide all arrangements upon or in respect of the property or the use to which the Property is being put that are required in order to comply with the requirements of any statute (already existing or in the future to be

passed) or requirements of any Government Department Local Authority other public or competent authority or Court of competent jurisdiction or requirements regardless of whether such requirements are imposed on the lessor the lessee or the occupier

3.7 **Access of the Landlord**

To permit the Landlord:

3.7.1 To enter upon the Property at any time without notice for any reasonable purpose and in particular (but without prejudice to the generality of the foregoing) the right to enter onto the Property for the purpose of laying repairing and maintaining any pipes drains cables wires or other service or conducting media on under or over the Property doing as little damage as reasonably possible in the exercise of such right and making good any damage so caused

3.7.2 To view the state of the Property

3.8 **Alienation**

3.8.1 Not to sublet the Property or any part thereof

3.8.2 Not to assign the Property or any interest therein without the prior written approval of the landlord and which assignments shall be to new lessees or trustees or other charitable bodies that are found by the Declaration of Trust

3.8.3 Not to part with the occupation or control of the Property or any part thereof

3.8.4 Without prejudice to the foregoing provisions of this Clause 3.8 within 28 days of any assignment of the Property to produce to the Landlord or the Landlord's Solicitors for registration a certified copy of such deed or document and to pay the Landlord's or the Landlord's Solicitors reasonable charges for the registration of every such document such charges not being less than £30.00

3.9 **Planning**

Except as provided under Clause 4.2 of the Declaration of Trust not to carry out any development (as such term is defined in Section 55 of the Town and Country Planning Act 1990 (as amended))

3.10 **Yield Up**

At the expiration of the Term or sooner determination

3.10.1 To yield up the Property in accordance with the terms of this Lease

3.10.2 To remove all signs erected by the Tenant in upon or near the Property and immediately to make good any damage caused by such removal

3.11 **Statutory Notices etc**

To give particulars to the Landlord of any notice direction order or proposal for the Property made given or issued to the Tenant by any local or public authority within twenty eight days

of receipt and if so required by the Landlord to produce it to the Landlord

3.12 **Insurance**

The Tenant covenants with the Landlord to insure against all usual risks including public liability and to produce on demand to the Landlord a copy of the policy the current schedule and the receipt for payment of the last premium provided that the Tenant shall not be required to produce such documents any more frequently than once in any calendar year PROVIDED ALWAYS that if the Tenant fails to comply with any of its obligations pursuant to this Clause 3.12 to the reasonable satisfaction of the Landlord the Landlord may at any time arrange itself for equivalent or better insurance cover to be entered into and the cost thereof shall be reimbursed upon demand by the Tenant

3.13 **Indemnity**

The Tenant will indemnify the Landlord against any cost claim actions or demands arising from the use of the Property by the Tenant or for any breach of the covenants on the part of the Tenant herein contained or contained in the documents referred to in the schedule hereto

4. **The Landlord's Covenant**

The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Property without any

interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord or by title paramount

5. **Provisos**

5.1 **Exclusion of Warranty**

Nothing in this Lease or in any consent granted by the Landlord under this lease shall imply or warrant that the property may lawfully be used for the purposes authorised in this lease (or any purpose subsequently authorised)

5.2 **Entire Understanding**

This Lease embodies the entire understanding of the parties relating to the Property and to all the matters dealt with by any of the provisions of this Lease

5.3 **Representations**

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Lease

5.4 **Licenses etc under hand**

All licenses consents approvals and notices required to be given by the Landlord shall be sufficiently given if given under the hand of the Head of Economic Development or other duly authorised officer of the Landlord

5.5 **Service of Notices**

The provision of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this Lease

5.6 **Interest Payments**

Any sum not paid by the Tenant to the Landlord upon the due date for payment shall attract interest at a rate equal to 4% per annum above the base lending rate of Co-operative Bank Plc (or equivalent rate then applicable) with quarterly rests

6. **The Landlord**

6.1 Nothing herein contained or implied shall prejudice or affect the rights powers duties and obligations of the Landlord in the exercise of its functions and the rights powers duties and obligations of the Landlord under all public and private statutes bye-laws orders and regulations may be as fully and effectually exercised in relation to the Property as if the Landlord were not the owner of the freehold interest in the Property and this Lease had not been entered into and any approval or consent given or granted by the Landlord in pursuance of the provisions of this Lease shall not be deemed to be given or granted by the Landlord in any other capacity than as owner of the freehold interest of the Premises

6.2 Any approval or consent given or granted by the Landlord in any other capacity than that of owner of the freehold interest in the Property shall not be deemed to be or constitute an

approval or consent by the Landlord as owner of the freehold interest in the Property by reason only of the Tenant having previously made application to the Landlord in any other capacity _____

7. **Stamp Duty**

It is certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds sixty thousand pounds _____

8. **Agreement for Lease**

It is hereby certified that there is no Agreement for lease to which this lease _____

IN WITNESS of which the Landlord and the Tenant have executed this instrument as a Deed _____

**THE SCHEDULE**
**Documents and Matters Subject to which this Lease is made**

| Date | Documents | Parties |
|---|---|---|
| 6th December, 1948 | Conveyance | Welbeck Estates Company Limited (1) The Most Noble William Arthur Henry Duke of Portland K.G. (2) The Urban District Council for the Urban District of Mansfield Woodhouse (3) |

THE COMMON SEAL of )
MANSFIELD DISTRICT )
COUNCIL was hereunto )
affixed in the presence of:- )

K. Tait
Vice-Chairman

J R Bruce
Solicitor to the Council

21757.



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THIS DECLARATION OF TRUST is made the 21st day of October 199[8] by [C.A. Barton, J.N. Tricker & A. Wyn Williams of Pinsent & Co, Solicitors, Leeds] the first Trustees" who together with the future Trustees or Trustee of this deed are referred to as "the Trustees")

W H E R E A S it is expedient to form a new charity to hold land as a Millennium Green on the trusts declared in this Deed. The first Trustees hold the sum of [ ] on such trusts and it is contemplated that land and further money or assets will be paid or transferred to the Trustees upon the same trusts

NOW THIS DEED WITNESSES as follows:

1. Definitions

In this Deed:

| | |
|---|---|
| "Property" | means all and any land which is from time to time or has at any time been the subject of Millennium Green Conditions or any replacement for such land |
| "Locality" | means the locality described in Schedule 1 |
| "Inhabitants" | means all those living or permanently employed within the Locality |
| "Commissioners" | means the Charity Commissioners for England and Wales |
| "Objects" | means the objects for which the trust fund and its income is to be applied set out in clause 3 |
| "Other Property" | means any real or personal property other than the Property |
| "Millennium Green Conditions" | means the conditions provisions and stipulations attached to imposed by and subject to which any offer or award of grant has been made by the Countryside Commission or the Millennium Commission for the creation of the [ ] Millennium Green |

2. Administration



CERTIFIED AS A TRUE, CORRECT & COMPLETE COPY

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3 February 1998

The charitable trust constituted by this deed ("the Charity") and its property ("the trust fund") shall be administered and managed by the Trustees under the name of MANSFIELD WOODHOUSE ] Millennium Green Trust

3. Objects

3.1 The Trustees shall hold the trust fund and its income upon trust to apply them to the provision of the Property and shall accordingly hold any Property to provide and maintain an open space to be known as MANSFIELD WOODHOUSE ] Millennium Green" for the benefit of the Inhabitants and to be used forever as an area for informal recreation play or other leisure-time occupations a meeting area or place for community events and for any other lawful purpose consistent with these trusts and for the general benefit of the community

3.2 The following provisions of this clause are a Statement of the general aims of the Charity to which the Trustees are (subject to the following) to have regard at all times but no part of or provision in such Statement is to qualify derogate from add to or otherwise affect the Objects set out in clause 3.1 and the furtherance of the Objects (which shall in the event of any conflict prevail over such Statement)

Statement of Aims

The Millennium Green is to :

- make a substantial contribution to the life of the whole community
- be able to be enjoyed by people of all ages and physical abilities
- be open and evident to visitors to the Locality as well as inhabitants
- be an attractive place for people to take air and exercise, meet others and pursue leisure activities and pastimes consistent with shared enjoyment of the whole of the land
- include an area suitable for community events and celebrations
- include significant "natural" areas where people can enjoy Nature and wildlife at first hand
- make a positive contribution to the local environment and respect the established character of the area
- remain safely and conveniently accessible from Inhabitants' homes

4. Powers

4.1 In furtherance of the objects but not otherwise the

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3 February 1

Trustees may exercise any of the following powers:

4.1.1 to raise funds and invite and receive contributions and in so doing (without prejudice to the generality of the foregoing)

4.1.1.1 To accept subscriptions and donations (whether of real or personal estate) and devises and bequests of Other Property

4.1.1.2 To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient, for the dissemination of information or education or for the purpose of procuring contributions to the trust fund in the shape of donations, annual subscriptions or otherwise

4.1.1.3 To apply for or otherwise solicit the award of any grant donation or advance from any foreign national or local body empowered to make the same and to accept and apply the same (if made) subject to any condition attaching thereto provided that any such condition shall not detract from or limit the Objects

Provided that in raising funds the Trustees shall not undertake any substantial permanent trading activity and shall conform to any relevant statutory regulations

4.1.2 to purchase, take on lease, hire or otherwise acquire any interest in the Property and any rights or privileges appurtenant thereto and to construct thereon only such buildings equipment structures and facilities as ensure compliance with clause 4.2

4.1.3 to maintain and manage or arrange for the maintenance and management of the Property provide, endow, furnish and fit out the Property as the Trustees may from time to time consider appropriate with plants, trees, shrubs and other equipment

4.1.4 to take such steps as the Trustees may from time to time consider appropriate to increase the suitability of the Property as a place on or from which to enjoy nature and natural beauty

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3 February 19

4.1.5 to buy, take on lease or in exchange, hire or otherwise acquire any Other Property and to maintain and equip it for use;

4.1.6 subject to the provisions of clause 4.3 to dispose of the Property only where the same can no longer be used to fulfil the objects of the Charity

4.1.7 subject to any consents required by law to sell, lease or otherwise dispose of all or any part of the Other Property comprised in the trust fund

4.1.8 subject to any consents required by law, to borrow money and to charge the whole or any part of the Other Property but not (for the avoidance of doubt) the Property or any part thereof with repayment of the money so borrowed

4.1.9 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar charitable purposes and to exchange information and advice with them

4.1.10 to establish or support any charitable trusts, associations or institutions formed for the objects or any of them

4.1.11 to appoint and constitute such advisory committees as the Trustees may think fit

4.1.12 to employ such staff (who shall not be Trustees) as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants

4.1.13 Subject to clause 5 to permit any investments comprised in the trust fund to be held in the name of any clearing bank, any trust corporation any stockbroking company which is a member of the Stock Exchange (or any subsidiary of such a stockbroking company) or any solicitor or nominee company controlled by a solicitor as nominee for the Trustees and to pay any such nominee reasonable and proper remuneration for acting as such

4.1.14 to delegate to any one or more of the Trustees the transaction of any business or the performance of any act required to be

transacted or performed in the execution of the trusts of the Charity and which is within the professional or business competence of such trustee or Trustees: Provided that the Trustees shall exercise reasonable supervision over any trustee or Trustees acting on their behalf under this provision and shall ensure that all their acts and proceedings are fully and promptly reported to them

4.1.15 to do all such other lawful things as are necessary for the achievement of the objects

4.2 The Trustees shall not at any time lay any surface or create or erect any building or structure on the Millennium Green or permit or suffer the same save that subject to any specific requirements or limitations in the Millennium Green Conditions

4.2.1 Any building, facility or artificial surfacing existing on or at the Property at the date of imposition of Millennium Green Conditions may be retained and maintained or altered to fulfil some other purpose consistent with the Objects

4.2.2 A lockable storage building may be constructed for any equipment reasonably needed to maintain the Property

4.2.3 Children's play equipment and any associated surfacing may be provided to complement the opportunities for informal play on the remainder of the Property

4.2.4 One or more special features (which may include bandstands and like constructions but not buildings) may be provided on the Property to mark the arrival of the new Millennium

4.2.5 Surfaced paths as the Trustees consider appropriate may be provided

4.2.6 A small area of informal car parking space for up to [ ] cars for use by people with mobility problems may be provided

But provided that

4.2.6.1 The total ground area of the Property occupied by any such structures and surfacing, taken together, shall not

exceed [ ] square metres

4.2.6.2 Such planning and other necessary consents as are required to be obtained shall be obtained for and prior to commencement of any such works

4.2.6.3 Save for any storage buildings, no part of the Property shall be dedicated for use by one particular group of inhabitants or visitors in such a way as to exclude other inhabitants or visitors from using that part of the land on foot at any time

4.2.6.4 Nothing in this clause shall prevent the erection and use of structures or equipment for short events that are open to the whole community provided that the structures and equipment are removed at the end of each such event

4.3 If the Trustees decide at any time that the Property is no longer suitable for the purposes set out in clause 3 and that it is necessary or advisable to discontinue the use of the Property in whole or in part for the purposes stated in clause 3 it shall call a meeting of the Inhabitants of which meeting not less than fourteen days notice (stating the terms of the resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the Property and advertised in a newspaper circulating in the Locality and at which meeting the Trustees are (to the extent the same are formulated) to put forward lay out explain and report on the progress of any proposals for the provision of replacement Property and if such decision shall be confirmed by three-quarters (to the nearest whole number) of such inhabitants present and voting at such meeting the Trustees may sell the Property or any part thereof. All monies arising from such sale (after satisfaction of any liabilities properly payable thereout) shall be applied in the purchase of other property approved by the Trustees and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) and meanwhile such monies shall be invested and any income arising therefrom shall either be accumulated (for such time as may be allowed by law) by investing the same and the resulting income thereof in like manner as an addition to and to be applied as the capital of such investments or shall be used in furthering the purposes specified in this deed

5. Vesting in the Official Custodian for Charities

The Trustees and all persons holding any property of the Charity shall take such steps as may be necessary to vest in the Official Custodian for Charities all freehold and leasehold lands and other property at any time belonging to the Charity

6. Appointment of Trustees

6.1 Subject to the provisions of clause 8 the first Trustees shall hold office for the following periods respectively:

| Name of Trustee | Term of office |
|---|---|
| [ C.A. BARRON ] | 4 YEARS |
| [ R. WAGSTAFF ] | 4 YEARS |
| J. STEEL | 4 YEARS |

6.2 The Trustees for the time being shall at least once in each year and otherwise as may be appropriate consider what number of trustees is the optimum and what numbers of general Trustees and nominated Trustees are to comprise that optimum number and will thereupon take all steps as are lawful and appropriate to achieve such optimum with such composition

6.3 Every general trustee shall be appointed for a term of four years by a resolution of the Trustees passed at a special meeting called under clause 14. If a general trustee is to be appointed to replace a general trustee who is leaving office he or she may be appointed not more than three months before the other general trustee leaves office but shall not take office until the other general trustee has left office. In such a case the retiring general trustee shall not be entitled to vote in favour of his or her own appointment. Where a general trustee is or is to be appointed to replace a general trustee who is leaving or has left office before the expiry of his term of appointment that newly appointed trustee shall (subject to the provisions of this deed) hold office only until the expiry of the term of appointment of the trustee whom he replaces

6.4 In selecting persons to be appointed as general Trustees, the Trustees shall take into account the benefits of appointing a person who through residence, occupation, employment or otherwise has special knowledge of the Locality or who is otherwise able by virtue of his or her personal or professional qualifications to make a contribution to the pursuit of the objects or the management of the Charity

6.5 If for any reason general Trustees cannot be appointed in accordance with the foregoing provisions, the statutory power of appointing new or additional Trustees shall be exercisable

7. Appointment of nominated Trustees

7.1 One nominated trustee may be appointed [insert names of relevant local bodies] and/or by any body or authority selected or chosen to nominate trustees pursuant to clause 6.2

Each appointment shall be made for a term of four years at a meeting convened and held according to the ordinary practice of the appointing body. The chairman of the meeting shall cause the name of each person appointed to be notified forthwith to the Trustees. The person appointed may be, but need not be, a member of the appointing body

7.2 If any appointing body does not exercise its power of appointment within one year of it first being granted or a nominated trustee appointed by it ceasing to be a trustee then the power of such body or authority to appoint a nominated trustee shall cease

7.3 If for any reason Trustees cannot be appointed in accordance with the foregoing provisions, the statutory power of appointing new or additional Trustees shall be exercisable

8. **Eligibility for Trusteeship**

8.1 No person shall be appointed as a trustee:

8.1.1 unless he or she has attained the age of eighteen years; or

8.1.2 in circumstances such that, had he or she already been a trustee he or she would have been disqualified from office under the provisions of the following clause

8.2 No person shall be entitled to act as a trustee whether on a first or on any subsequent entry into office until after signing in the minute book of the Trustees a declaration of acceptance and willingness to act in the trusts of the Charity

9. **Determination of Trusteeship**

A trustee shall cease to hold office if he or she:

9.1 is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision)

9.2 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs

9.3 is absent without the permission of the Trustees from

three consecutive meetings and the Trustees resolve that his or her office be vacated; or

9.4 notifies to the Trustees a wish to resign (but only if at least two Trustees will remain in office when the notice of resignation is to take effect)

10. **Vacancies**

10.1 If a vacancy occurs the Trustees shall note the fact in their minute book at their next meeting. Any eligible trustee may be re-appointed

10.2 So long as there shall be fewer than two Trustees none of the powers or discretions hereby or by law vested in the Trustees shall be exercisable except for the purpose of appointing a new Trustee or Trustees save where clause 10.3 applies

10.3 A nominated trustee appointed by [relevant local authority] may alone assume all the powers duties and discretions of the Trustees for the period between two Annual General Meetings held pursuant to clause 22 if:

10.3.1 no other trustees are appointed for that period; and

10.3.2 a simple majority of persons attending the first of the two Annual General Meetings approves

11. **Ordinary meetings**

The Trustees shall hold at least two ordinary meetings in each year

12. **Calling meetings**

The first meeting of the Trustees shall be called by [ ] or if no meeting has been called within three months after the date of this deed by any two of the Trustees. Subsequent meetings shall be arranged by the Trustees at their meetings or may be called at any time by the chairman or any two Trustees upon not less than 21 days' notice being given to the other Trustees

13. **Chairman**

The Trustees at their first ordinary meeting in each year shall elect one of their number to be chairman of their meetings until the commencement of the first ordinary meeting in the following year. The chairman shall always be eligible for re-election. If the chairman is not present within ten minutes after the time appointed for holding a meeting or there is no chairman the Trustees present shall

choose one of their number to be chairman of the meeting

14. **Special meetings**

A special meeting may be called at any time by the chairman or any two Trustees upon not less than seven days' notice being given to the other Trustees of the matters to be discussed, but if the matters include an appointment of a trustee or a proposal to amend any of the trusts of this deed then upon not less than twenty-one days' notice being so given. A special meeting may be called to take place immediately after or before an ordinary meeting

15. **Quorum**

There shall be a quorum when at least one-third of the number of Trustees for the time being or two Trustees, whichever is the greater, are present at a meeting

16. **Voting**

Every matter shall be determined by a majority of votes of the Trustees present and voting on the question. The chairman of the meeting shall have a casting vote whether he or she has or has not voted previously on the same question but no trustee in any other circumstances shall give more than one vote

17. **Minutes**

The Trustees shall keep minutes, in books kept for the purpose, of the proceedings at their meetings and shall promptly publish the same after approval in such a manner as could reasonably be considered appropriate to inform any relevant inhabitant of the minutes of all its meetings (save where the same extend to matters of commercial sensitivity or confidentiality) and a summary of the financial position of the Trust as presented (if presented) to any such meeting

18. **Accounts**

The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to :

18.1 the keeping of accounting records for the Charity

18.2 the preparation of annual statements of account for the Charity

18.3 the auditing or independent examination of the statements of account of the Charity; and

18.4 the transmission of the statements of account of the Charity to the Commissioners

19. **Annual report**

The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmissions to the Commissioners

20. **Annual return**

The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners

21. **Consultation**

21.1 The Trustees may appoint and if appointed maintain in being in such manner as they consider to be proper a group of interested Inhabitants to advise the Trustees on the continued care maintenance and use of the Millennium Green

21.2 When (for whatever reason) the only Trustees are Nominated Trustees such Trustees must in the performance of their duties:

21.2.1 consult with any group appointed under 21.1

or if no such group is appointed

21.2.2 use all reasonable endeavours to ascertain the views of Inhabitants or representatives of Inhabitants in respect of such performance; and

21.2.3 use all reasonable endeavours to locate and appoint appropriate general trustees reviewing the position at least at each Annual General Meeting

22. **Annual general meeting**

22.1 There shall be an annual general meeting in connection with the Charity which shall be held in the month of [ October ] in each year or as soon as practicable thereafter. The meeting shall be convened to seek the views and opinions of inhabitants on the use and enjoyment of the Property and the appointment of Trustees

22.2 All Inhabitants shall be entitled to attend the annual general meeting

22.3 The first and any subsequent annual general meeting after the date of this deed shall be convened by the

Chairman or (in default) by any two Trustees. Public notices of every annual general meeting shall be given in the area of benefit at least fourteen days before the date thereof by affixing a notice to some conspicuous place or places at the Property and advertised in a newspaper circulating in the Locality

22.4 The Chairman of an annual general meeting shall be the Chairman for the time being of the Trustees. In his absence the vice-chairman (if any) shall take the chair but, if neither is present, the persons present shall, before any other business is transacted, appoint a chairman of the meeting

22.5 The Committee shall present to each annual general meeting the report and accounts of the Charity for the preceding year

22.6 So far as is consistent with their duties and responsibilities the Trustees shall pay due regard to any reasonable expression of opinion or suggestion made at such meeting including (without limitation) any views on how their powers under this deed are being or have been exercised and who should or may be appointed a trustee of the Charity

23. **General power to make regulations**

Within the limits of this deed the Trustees shall have full power from time to time to make regulations for the management of the Charity and for the conduct of their business, including the calling of meetings, the deposit of money at a bank and the custody of documents

24. **Specific power to make regulations**

The Trustees shall have power from time to time to make regulations governing the enjoyment and use of the Property providing that such regulations do not detract from the objects of the Trust or from the Statement of Aims in clause 3.2 (subject as qualified in that clause) and do not prevent access on foot to any part of the Property (other than storage buildings or the like) free of charge at any time during daylight hours. The Trustees shall publish or otherwise draw to the attention of Inhabitants in such manner as they see fit all such regulations and any variation or amendment thereto

25. **Bank account**

Any bank account in which any part of the trust fund is deposited shall be operated by the Trustees and shall be held in the name of the Charity. All cheques and orders for the payment of money from such account shall be signed by at least two Trustees

26. Trustees not to be personally interested

Subject to clause 27.2 no trustee shall acquire any interest in property belonging to the Charity (otherwise than as a trustee for the Charity) or receive remuneration or be interested (otherwise than as a trustee) in any contract entered into by the Trustees

27. Insurance

27.1 The Trustees shall ensure that proper and adequate insurance is effected and maintained in respect of all the property and assets of the Trust and against all usual risks and liability

27.2 The Trustees shall have power to provide indemnity insurance for themselves out of the income of the charity. The insurance shall not extend to (1) any claim arising from any act or omission which (a) the Trustees knew to be a breach of trust or breach of duty; or (b) was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not; and (2) the cost of an unsuccessful defence to a criminal prosecution brought against the trustees in their capacity as trustees of the charity

28. Amendment

28.1 The Trustees may amend any of the provisions of this declaration save those mentioned in 28.2 below by deed provided that no amendment may be made:

28.1.1 Without the sanction of a majority of Inhabitants present and voting at an Annual General Meeting convened under clause 22 hereof where notice of such amendment is given in the notice convening the meeting and

28.1.2 which will cause the Charity to cease to be a Charity at law; and

28.1.3 Which would be inconsistent with the aims and objects set out in clause 3 or would permit disposal of or the creation of a charge on the Property other than in accordance with clause 4.3

28.2 The following clauses of this declaration may not be amended:

1; 2; 3; 4.1.8; 4.2; 4.3; 5; 21; 22.1; 22.2; 22.6; 24; 28.

IN WITNESS whereof the trustees have executed this declaration as a deed and delivered it the day and year first before mentioned

Signed by (name of trustee) as a deed in the presence of C.A. BARTON

Witness M Walter

Full name MONA WALTER

Address 6 ST. EDMUNDS AVE
MANSFIELD NOTTS.

Occupation

Repeat for all trustees

R. WAGGOTT

M Walter

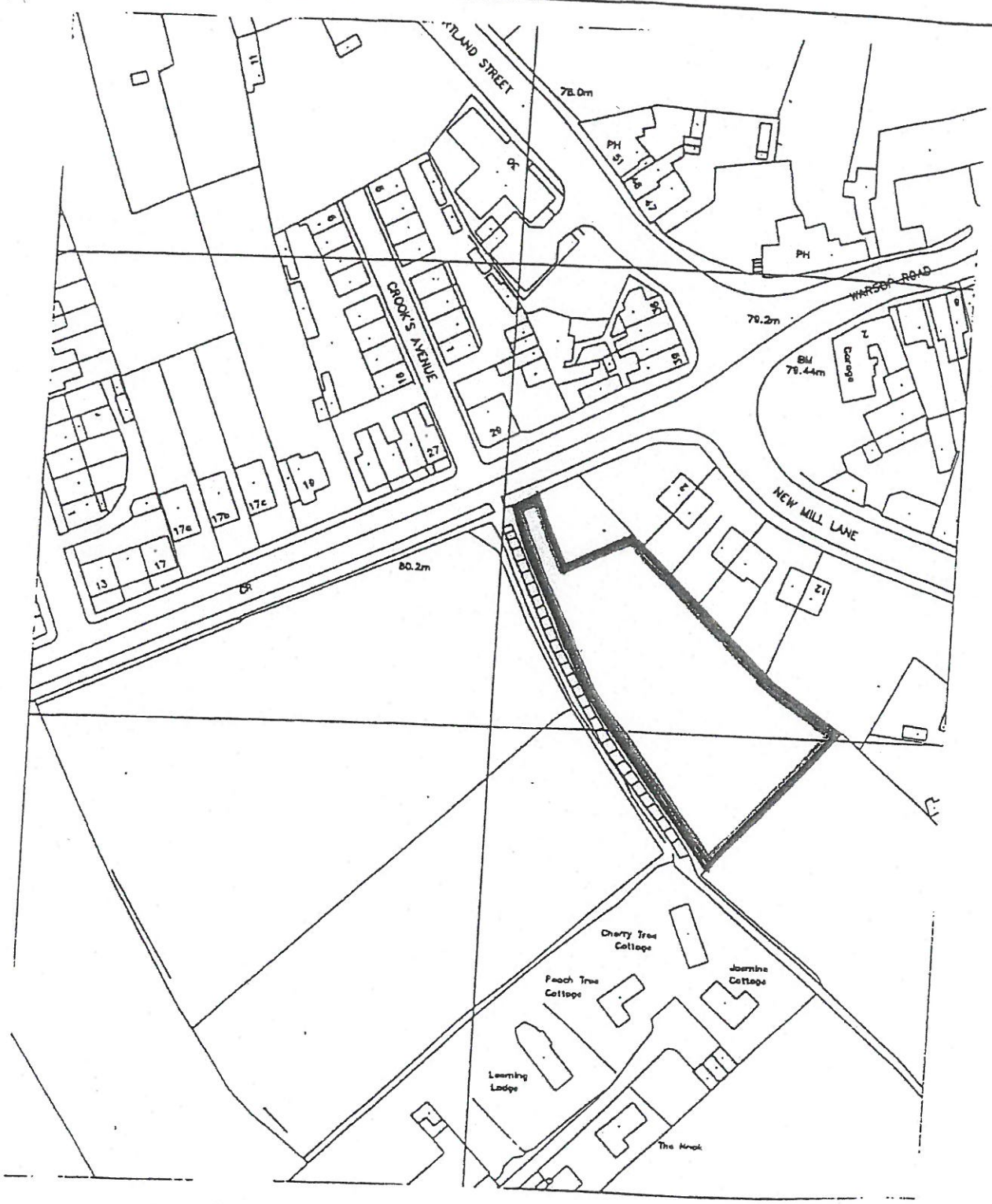
J. STREET

M Walter

## SCHEDULE 1
## The Locality

The [town] [parish] [ward] [other] of or known as [ ] [ the current extent of which is] delineated by a red line on the attached plan

LAND AT: WELBECK ROAD / NEW MILL LANE,
MANSFIELD, NOTTINGHAMSHIRE.




APPROX. SCALE: < 1:1250 >

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HEAD OF ECONOMIC DEVELOPMENT
PROPERTY SERVICES
MANSFIELD DISTRICT COUNCIL
CIVIC CENTRE
CHESTERFIELD ROAD SOUTH
MANSFIELD
NOTTINGHAMSHIRE
NG19 7BH

DATED 26th SEPTEMBER 2002

MANSFIELD DISTRICT COUNCIL

to

MANSFIELD WOODHOUSE
MILLENNIUM GREEN TRUST

# L E A S E

Land on the south side of
Welbeck Road, Mansfield Woodhouse.

J. R. Burton B.A. Solicitor,
Head of Legal and Administration,
Mansfield District Council
Civic Centre
Chesterfield Road South
Mansfield
Notts. NG19 7BH

j:/legal/system/wr8/df/kg(090702)

**APPENDIX 1**

**Application Land Shown Edged in Red**

Nottinghamshire County Council

Scale 1:2500

Produced by: e b40

Date: 03/07/2014

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WELBECK ROAD

NEW MILL LANE

LEEMING LANE SOUTH

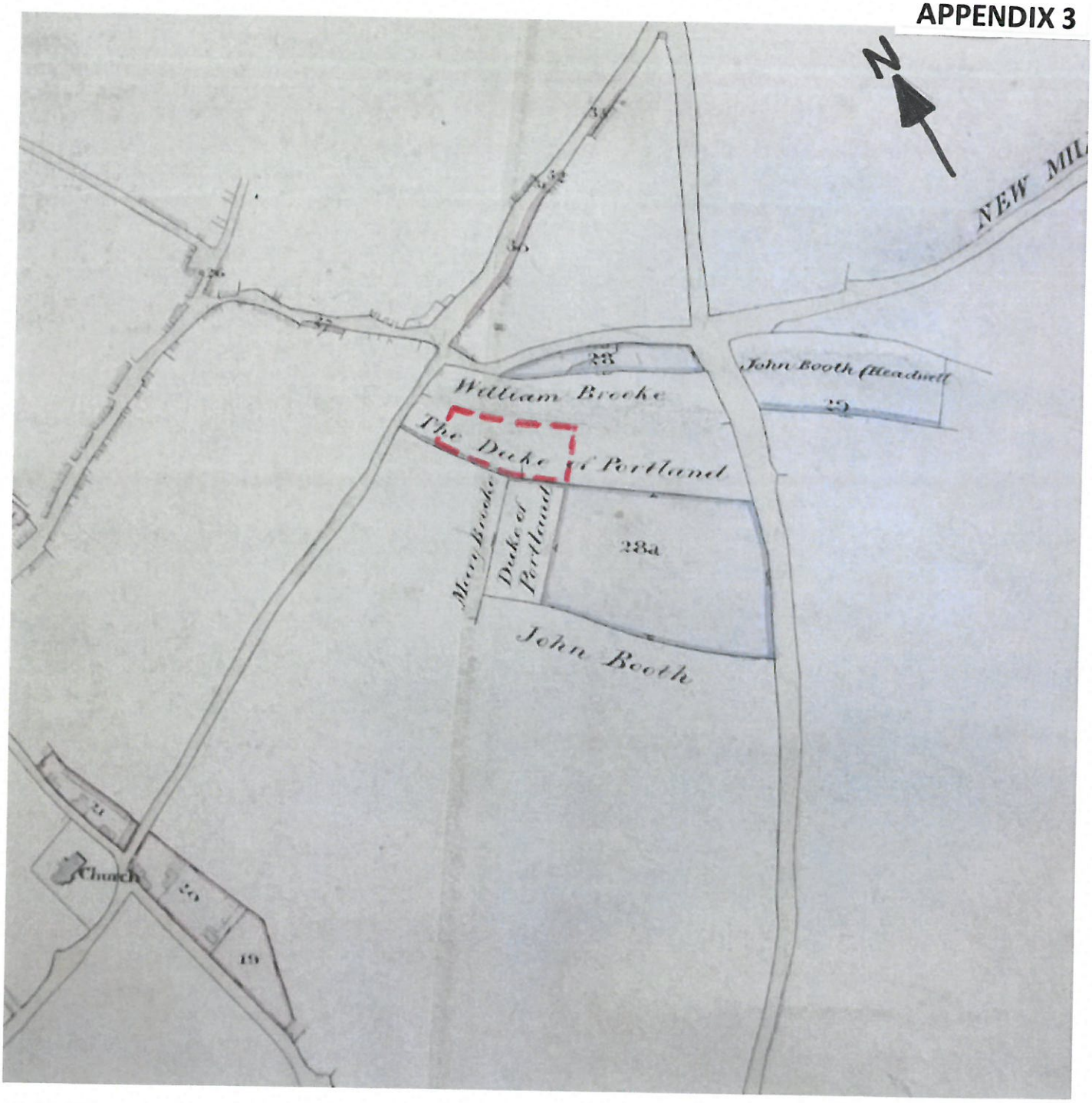
LEEMING PARK

**APPENDIX 2**

Photograph of the application land taken from the North-West corner of the land looking in the direction of Leeming Lane South. The steps to the right hand side are on a public footpath.

Photograph of the application land taken near the South-West corner of the site looking in a northerly direction. Note the dividing hedgerow in the background. The foreground shows the public footpath and the registered land VG44.

**APPENDIX 3**




Extract from the Mansfield Woodhouse Inclosure Map (1854).

The application land has been superimposed and edged red.

Parcel 28a is now part of the registered land VG44.

and containing Four Acres ——— of the said Parish and Neighbourhood ——— In Exchange for all that piece or parcel of old freehold inclosed land called Great Wakehill numbered 28a. in the said Map B and containing Four acres which said piece or parcel of old inclosed land I hereby set out unto the Churchwardens and Overseers of the Poor of the said Parish to be held by them and their successors in trust as a place of exercise and recreation for the Inhabitants of the said Parish and neighbourhood in Exchange for the said Allotment numbered 61 on Map A as aforesaid subject nevertheless to the right of the said Duke of Portland to use and enjoy the grass and herbage growing or to grow upon the said piece of old inclosed land by pasturing the same with Sheep only And I direct that all the fences thereof including the Gates shall be from time to time maintained and repaired by and at the expense of the person entitled for the time being to use and enjoy the herbage growing on the said piece or parcel of land ———

"In Exchange for all that piece or parcel of old freehold inclosed land called Great Wakehill

Numbered 28a in the said Map B and containing four acres which said piece or parcel of old inclosed land I hereby

Set out unto the Churchwardens and Overseers of the Poor in the aid Parish to be held by them and their successors

In trust as a place of exercise and recreation for the inhabitants of the said Parish and neighbourhood in exchange

For the said Allotment numbered 61 on Map A as aforesaid subject nevertheless to the rights of the said Duke of

Portland to use and enjoy the grass and herbage growing or to grow upon the said piece of old inclosed land by pasturing

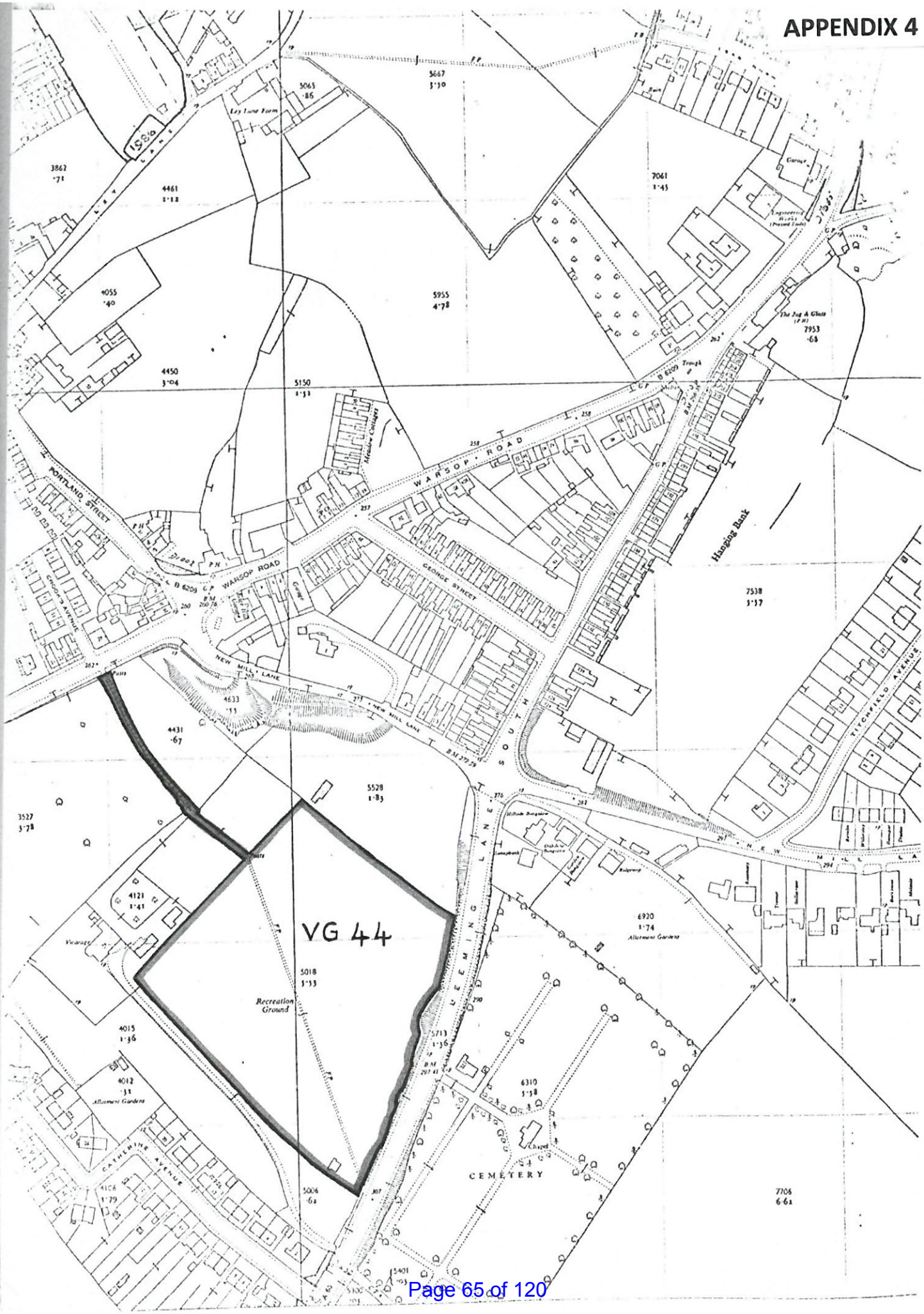
The same with sheep only And I direct that all the fences thereof including the gates shall be from time to

Time maintained and repaired by and at the expense of the person entitled for the time being to use and enjoy

the herbage growing on the said piece or parcel of land

APPENDIX 3

# APPENDIX 4


VG 44
Recreation Ground
WARSOP ROAD
PORTLAND STREET
GEORGE STREET
NEW MILL LANE
SOUTH
LEEMING LANE
Hanging Bank
TITCHFIELD AVENUE
CATHERINE AVENUE
CEMETERY
Allotment Gardens
Lay Lane Farm
Meadow Cottages
Engineering Works (Pressed Tools)
The Jug & Glass (P.H.)
Trough
Canal
Chapel
Vicarage
Bungalows
Bakery
Lamp Post
Footpath
Footbridge
Weir
Sluice
Trees
Shrubs
Bushes
Hedges
Fence
Railings
Wall
Gate
Posts
Steps
Kerbs
Edges
Boundary
Fence
Railway
Path
Road
Lane
Street
Avenue
Cottages
Farm
Works
Cemetery
Chapel
Allotment Gardens
Recreation Ground
Hanging Bank
Canal
Trough
Footbridge
Footpath
Lamp Post
Weir
Sluice
Vicarage
Bungalows
Bakery
Railway
Boundary
Fence
Railings
Wall
Gate
Posts
Steps
Kerbs
Edges
Trees
Shrubs
Bushes
Hedges

# Register of VILLAGE GREENS -

Register unit No. VG 44

Edition No.

See Overleaf for Notes

LAND SECTION—Sheet No.

| No. and date of entry | Description of the land, reference to the register map, registration particulars etc. |
|---|---|
| 1<br>12 May 69 | A piece of land known as The Recreation Ground and which is situated between Welbeck Road and Leeming Lane South in the urban district of Mansfield Woodhouse, Nottinghamshire, marked with a green verge line inside the boundary on Sheet of the Register Map and distinguished by the number of this Register Unit. Registered pursuant to application number 239 made on the 27th day of April 1969 by The Commons, Open Spaces and Footpaths Preservation Society, 166 Shaftesbury Avenue, London, W.C.2 ~~(registration provisional)~~. |
| 2<br>3rd Aug.72 | The registration at entry No.1 above, being undisputed, became final on 1st August 1972. |

APPENDIX 4

## ADVICE

1) I am instructed by Nottinghamshire County Council, which is the registration authority pursuant to the provisions of the Commons Act 2006 for towns and village greens in the County of Nottinghamshire. An application has been made by a Mr Clive Anthony Barton to register land off Leeming Lane South, Mansfield Woodhouse, Notts as a town or village green. I am instructed to advise about the merits of this application. Mr Barton is a serial applicant to register parcels of land as town or village greens.

2) It has to be observed that an area of land known as Leeming Lane Recreation Ground is already registered as a town of village green pursuant to the provisions of the Commons Registration Act 1965. It was in fact a Class (a) green under that Act since the land had been allotted under the Mansfield Woodhouse Enclosure Award of 1854; it was parcel 28a, and was allotted in these terms,

> *"... a parcel of old freehold inclosed land called Great Wakehill numbered 28a on the said Map B and containing four acres which said piece or parcel of old inclosed land I hereby set out unto the Churchwardens and Overseers of the Poor of the said Parish and neighbourhood in Exchange for the said Allotment numbered 61 on Map A as aforesaid subject nevertheless to the right of the said Duke of Portland to use and enjoy the grass and herbage growing or to grow upon the said piece of old inclosed land by pasturing the same with sheep only And I direct that all the fences thereof including the gates shall be from time to time maintained and repaired by and at the expense of the person entitled for the time being to use and enjoy the herbage growing on the said piece or parcel of land."*

3) It is important to note the reference to grazing sheep.

4) As already noted the Leeming Lane Recreation Ground was registered pursuant to the provisions of the 1965 Act and has Unit No. VG 44. That registration became final on 1st August 1972. The land is roughly square in shape and appears on the Ordnance Survey maps as a diamond with the points at the points of the compass. Included within the land so registered is an access road running from the north western boundary of the land in a north westerly direction to Warsop Road.

5) Mr Barton now seeks to register a contiguous parcel of land to the north east of the access road as a town of village green. This application was made on 30th November 2006 and he contends that the land became a town of village green on about 26th November 2006. The Commons Act 2006 (Commencement No. 2, Transitional Provisions and Savings) (England) Order 2007 (S.I. 2007/456) provides at paragraph 4(4) that where an application is made before 6th April 2007 to a registration authority pursuant to section 13(b) of the 1965 Act for the amendment of the register of town or village greens as a result of any land having become a town or village green and the registration authority does not determine the application before that date, the registration authority shall continue to deal with the application as if section 13(b) had not been repealed.

6) However, the test is not that set out in the 1965 Act as amended by section 98 of the Countryside and Rights of Way Act 2000. It is that set out in section 15 of the 2006 Act, which came into effect on 6th April 2007 pursuant to the provisions of paragraph 3(c) and (e) of the same Order.

7) Therefore the situation is that the new test applies but the old machinery remains in force.

8) It appears to me that subsection (2) of section 15 of the 2006 Act applies. That subsection applies where –

   a) a significant number of the inhabitants of any locality, or of any neighbourhood within a locality, have indulged as of right in lawful sports and pastimes on the land for a period of at least 20 years; and

   b) they continue to do so at the time of the application.

There is no suggestion that the activities relied on ceased at any time prior to the making of the application.

9) Section 15 of the 2006 Act was enacted to overcome the effect of the decision of the Court of Appeal in *Oxfordshire County Council v Oxford City Council* [2005] EWCA Civ 175, which was overruled on different grounds by the House of Lords: see [2006] UKHL 25.

10) Therefore in order to succeed in his application Mr Barton must establish on the balance of probabilities the following matters:

i) a significant number of the inhabitants,

ii) of any locality or of a neighbourhood within a locality,

iii) have indulged as of right,

iv) in lawful sports and pastimes,

v) on the land,

vi) for a period of at least 20 years,

vii) and that that use continued up until the time of the application.

11) I have read the evidence submitted by Mr Barton in support of his application. It consists of pro-forma statements completed by Jean Robson, John James, Mr Barton himself, and Pauline Lesley. It appears to me that they are in the main describing activities which are plainly taking place on the principal part of the Recreation Ground, which is already registered as a town of village green.

12) Pauline Lesley tells us that people come from anywhere and everywhere to enjoy the Recreation Ground, which brings to mind Lord Jessel MR's dicta in *Hammerton v Honey* (1876) 24 WR 603 about getting beyond a local custom.

13) I note that Mr James refers to sheep grazing. Those Instructing me will note the reference to sheep grazing above. He also refers to horses grazing. I have the Google Earth picture of the area. It appears to me that the horses are most likely to be grazed on the area to the south west of the access road to Warsop Road, not on the application land. Mr James refers to unlawful activities taking place on the land, e.g. golf, horse grazing and motor

cycle riding. I do consider that golf and motor cycle riding are lawful sports and pastimes. Horse grazing is neither a sport nor a pastime. I have doubt that motor cycle riding takes place on the area of land which it is sought to register. Again I suspect that it is on that parcel of land to the south west of the access road.

14) Pauline Lesley also refers to people coming from everywhere. She speaks of wild life watching and paths crossing from the A60 and Welbeck Road, which suggests a larger area of land than that which is the subject of the application.

15) I note that Mr Barton refers to the land having been used since 1854. This suggests very much that he is referring to the already registered parcel of land which was allotted then.

16) In summary, it appears to me that the evidence in support is lacking in the necessary precision to enable the Council properly to register the land as a town or village green. The witnesses are not clearly speaking only of the parcel of land, which it is now sought to register, but also of the already registered green and of land to the south west of the access road. I do not consider that it can sensibly be said on the balance of probabilities that the parcel of land in question has been shown to have been used in the necessary manner by the requisite people for the relevant period.

17) Therefore I consider that this is an application which the Council should refuse.

18) If there is any matter arising, please do not hesitate to contact me, by telephone if preferred.

**JONATHAN MITCHELL**

Ropewalk Chambers
24 The Ropewalk
Nottingham
NG1 5EF

MANSFIELD DISTRICT COUNCIL

# BYELAWS

BYELAWS made by the Mansfield District Council under section 164 of the Public Health Act, 1875 with respect to the pleasure grounds named in Part I of the Schedule hereto and under section 15 of the Open Spaces Act, 1906 with respect to the open spaces named in Part II of the said Schedule.

B. K. E. HARMAN
*Director of Central Administration and Legal Services*

MANSFIELD DISTRICT COUNCIL

# BYELAWS

BYELAWS made by the Mansfield District Council under section 164 of the Public Health Act, 1875 with respect to the pleasure grounds named in Part I of the Schedule hereto and under section 15 of the Open Spaces Act, 1906 with respect to the open spaces named in Part II of the said Schedule.

---

1. Throughout these byelaws the expression "The Council" means the Mansfield District Council and the expression "the Pleasure Ground" means, except where inconsistent with the context, each of the Parks, Recreation Grounds and Open Spaces named in the Schedule to these Byelaws.

2. An act necessary to the proper execution of his duty in the pleasure ground by an officer of the Council, or by any person or servant of any person employed by the Council, shall not be deemed an offence against these byelaws.

3. The pleasure grounds known as "King George's Field", "Pleasley Hill Recreation Ground", "Ladybrook Recreation Ground", "Moor Lane Recreation Ground", "Sandhurst Recreation Ground", "Fisher Lane Recreation Ground", "Woburn Road Recreation Ground", "Westfield Lane Recreation Ground", "Burlington Drive Recreation Ground", "Titchfield Park", "Racecourse Recreation Ground", "Carr Bank Memorial Park", "Bull Farm Recreation Ground", "Chesterfield Road Recreation Ground", "Bosworth Street Play Area", "Leeming Lane Recreation Ground", and "The Carrs Recreation Ground", shall be opened at the hour of eight o'clock in the forenoon of every day and shall be closed thirty minutes after sunset of every day throughout the year.

Provided always that this byelaw shall not be deemed to require the pleasure ground to be opened and closed at the hours hereinbefore prescribed on any day when in pursuance of any statutory provision in that behalf, the Council close the pleasure ground to the public.

4. On any day on which any of the pleasure grounds to which the foregoing byelaw applies is open to the public a person shall not enter it before the time or enter or remain in it after the time appointed in the foregoing byelaw.

5. A person shall not in the pleasure ground :—

(i) wilfully, carelessly, or negligently soil or defile any wall or fence in or enclosing the pleasure ground, or any building, barrier, railing, post, seat or any erection or ornament ;

(ii) climb any wall or fence in or enclosing the pleasure ground, or any tree, or any barrier, railing, post or other erection ;

(iii) wilfully, carelessly or negligently remove or displace any barrier, railing, post or seat or any part of any erection or ornament, or any implement provided for use in the laying out or maintenance of the pleasure ground.

6. A person shall not bring or cause to be brought into the pleasure ground any horse, pony, cattle, sheep, goats, or pigs or any beast of draught or burden, unless, in pursuance of any agreement with the Council or otherwise in the exercise of any lawful right or privilege, he is authorised to do so.

7. (i) A person shall not except in the exercise of any lawful right or privilege bring or cause to be brought into the pleasure ground any barrow, truck, machine or vehicle other than :—

(a) a wheeled bicycle, tricycle or other similar machine.

(b) a wheel-chair or perambulator drawn or propelled by hand and used solely for the conveyance of a child or children or any invalid.

Provided that where the Council set apart a space in the pleasure ground for the use of any class of vehicle, this byelaw shall not be deemed to prohibit the driving in or to that space by a direct route from the entrance to the pleasure ground of any vehicle of the class for which it is set apart.

(ii) A person shall not except in the exercise of any lawful right or privilege ride any bicycle, tricycle or other similar machine in any part of the pleasure ground.

8. A person who brings a vehicle into the pleasure ground shall not wheel or station it over or upon :—

(i) any flower bed, shrub or plant or any ground in course of preparation as a flower bed, or for the growth of any tree, shrub or plant ;

(ii) any part of the pleasure ground where the Council by a notice board affixed or set up in some conspicuous position in the pleasure ground prohibit its being wheeled or stationed.

9. A person shall not affix any bill, placard, or notice to or upon any wall or fence in or enclosing the pleasure ground, or to or upon any tree, or plant or to or upon any part of any building, barrier, or railing or of any seat, or of any other erection or ornament in the pleasure ground.

10. A person shall not in the pleasure ground walk, run, stand, sit or lie upon :—

(i) any grass, turf or other place where adequate notice to keep off such grass, turf or other place is exhibited ; provided that such notice shall not apply to more than one fifth of the area of the pleasure ground ;

(ii) any flower bed, shrub ,or plant or any ground in course of preparation as a flower bed or for the growth of any tree, shrub, or plant.

11. A person shall not in the pleasure ground :—

(i) bathe, wade, or wash in any ornamental lake, pond, stream or other water ;

(ii) wilfully, carelessly or negligently foul or pollute any such water ;

(iii) take, injure or destroy or attempt to take, injure, or destroy any fish in any such water, or wilfully disturb or worry any water fowl. Provided that this byelaw shall not prevent the taking of fish from that part of any river which flows through the pleasure ground.

12. A person shall not cause or suffer any dog belonging to him or in his charge to enter or remain in the pleasure ground, unless such dog be and continue to be under proper control, and be effectually restrained from causing annoyance to any person and from worrying or disturbing any animal or water fowl, and from entering any ornamental water or paddling pool.

13. Where the Council set apart any such part of the pleasure ground as may be fixed by the Council and described in a notice board affixed or set up in some conspicuous position in the pleasure ground, for the purpose of any game specified in the notice board, which by reason of the rules or manner or playing, or for the prevention of damage, danger or discomfort to any person in the pleasure ground may necessitate, at any time during the continuance of the game, the exclusive use by the player or players of any space in such part of the pleasure ground—a person shall not in any space elsewhere in the pleasure ground play or take part in any game so specified in such a manner as to exclude persons not playing or taking part in the game from the use of such a space.

14. A person resorting to the pleasure ground and playing or taking part in any game for which the exclusive use of any space in the pleasure ground has been set apart shall :—

(i) not play on the space any game other than the game for which it is set apart ;

(ii) in preparing for playing and in playing, use reasonable care to prevent undue interference with the proper use of the pleasure ground by other persons ;

(iii) when the space is already occupied by other players not begin to play thereon without their permission ;

(iv) where the exclusive use of the space has been granted by the Council for the playing of a match, not play on that space later than a quarter of an hour before the time fixed for the beginning of the match unless he is taking part therein ;

(v) except where the exclusive use of the space has been granted by the Council for the playing of a match in which he is taking part, not use the space for a longer time than two hours continuously, if any other player or players make known to him a wish to use the space.

15. A person shall not in any part of the pleasure ground which may have been set apart by the Council for any game play or take part in any game when the state of the ground or other cause makes it unfit for use and a notice is set up on some conspicuous position prohibiting play in that part of the pleasure ground.

16. A person shall not in the pleasure ground :—

(i) except as hereinafter provided erect any post, rail, fence, pole, tent, booth, stand, building, or other structure ; provided that this prohibition shall not apply where upon an application to the Council they grant permission to erect any post, rail, fence, pole, tent, booth, stand, building, or other structure, upon such occasion and for such purpose as are specified in the application.

(ii) sell, or offer or expose for sale, or let to hire, or offer or expose for letting to hire, any commodity or article, unless, in pursuance of an agreement with the Council, or otherwise, in the exercise of any lawful right or privilege, he is authorised to sell or let to hire in the pleasure ground such commodity or article ;

(iii) sound or play upon any musical or noisy instrument or operate or cause or suffer to be operated any wireless, loudspeaker, gramophone, amplifier, or similar instrument or suffer to be made any noise which shall be so loud and so continuous or repeated as to cause a nuisance or annoyance to any other person in the proper use of the pleasure ground.

17. A person who has attained the age of sixteen years shall not use any apparatus on the pleasure ground which by a notice affixed or set up on or near thereto has been set apart by the Council for the exclusive use of persons under the age of sixteen years.

18. A person shall not in the pleasure ground wilfully obstruct, disturb, interrupt, or annoy any other person in the proper use of the pleasure ground, or wilfully obstruct, disturb, or interrupt any officer of the Council in the proper execution of his duty, or any person or servant of any person employed by the Council in the proper execution of any work in connection with the laying out or maintenance of the pleasure ground.

19. Every person who shall offend against any of these byelaws shall be liable on summary conviction to a fine not exceeding twenty pounds.

20. Every person who shall infringe any byelaw for the regulation of the pleasure ground may be removed therefrom by an officer of the Council, or any constable, in any one of the several cases hereinafter specified ; that is to say :—

(i) where the infraction of the byelaw is committed within the view of such officer or constable and the name and residence of the person infringing the byelaw are unknown to and cannot be readily ascertained by such officer or constable ;

(ii) where the infraction of the byelaw is committed within the view of such officer or constable and, from the nature of such infraction, or from any other fact of which such officer or constable may have knowledge, or of which he may be credibly informed, there may be reasonable ground for belief that the continuance in the pleasure ground of the person infringing the byelaw may result in another infraction of a byelaw, or that the removal of such person from the pleasure ground is otherwise necessary as a security for the proper use and regulation thereof.

21. Nothing in the foregoing byelaws shall prejudice or injuriously affect any rights or privileges legally exercisable by any person in, over or in respect of the pleasure ground.

22. (i) the two series of byelaws made by the Mayor, Aldermen and Burgesses of the Borough of Mansfield, with respect to pleasure grounds, recreation grounds and a public walk, on the 28th day of July 1971 and confirmed by the Secretary of State on the 24th day of November 1971 are hereby repealed.

(ii) the byelaws made by the Urban District Council of Mansfield Woodhouse, with respect to Yeoman Hill Park and Lords Recreation Ground, on the 10th day of July 1923 and allowed by the Minister of Health on the 25th day of September ~~1923 are~~ hereby repealed.

## SCHEDULE

### PART I.

"Forest Road Recreation Ground", "Sandy Lane Recreation Ground", "King George's Field", "Pleasley Hill Recreation Ground", "Pleasley Meadow", "Barringer Road Recreation Ground", "Ladybrook Recreation Ground", "Moor Lane ~~Recreation Ground", "The Knoll Recreation Ground"~~, "Sandhurst Recreation Ground", "Lingforest Road Recreation Ground", "Wainwright Avenue Recreation Ground", "Water Lane Recreation Ground", "Colwick Close Recreation Ground", "Balmoral Drive Recreation Ground", "Fisher Lane Recreation Ground", "Rainworth Recreation Ground", "Woburn Road Recreation Ground", "Westfield Lane Pleasure Ground", "Burlington Drive Recreation Ground", "Ladybrook Gardens", "Titchfield Park", "Racecourse Recreation Ground", "Carr Bank Memorial Park", "Bull Farm Recreation Ground", "Chesterfield Road Recreation Ground", "Abbott Road Playing Fields", "Bath Lane Open Space", "Jenford Street Playing Field", "Bramcote Court Play Area", "Greasley Court Play Area", "Epperstone Court Play Area", "Baggaley Crescent Open Space", "Scarcliffe Street Recreation Ground", "Nottingham Road Playing Field", "Cobden Place Open Space", "Bosworth Street Play Area", the PUBLIC WALK known as "Quarry Lane Riverside Walk", "Leas Park Open Space", "Cox's Lane Playing Field", "Hornby Plantation", "Flint Avenue Play Area", "Market Square Gardens", "Manor House Gardens", "Leeming Lane Playing Fields", "Leeming Lane Recreation Ground", "Lords Recreation Ground", "Manor Park Open Space", "Newlands Playing Fields", "Spion Kop Recreation Ground", "Netherfield Lane Recreation Ground", "Welbeck Colliery Village

Playing Field", "Wood Lane Playing Field" "Warsop Vale Play Area", "Princess Avenue Play Area", "Cottage Lane Recreation Ground", "Carr Lane Sports Ground", "The Carrs Recreation Ground",

PART II.

"Thompson's Grave", "Chatsworth Drive Open Space", the PUBLIC WALK known as "Meden Valley Riverside Walk", "Church Street Gardens", "Yeoman Hill Park", "Queensway Park".

THE COMMON SEAL of MANSFIELD DISTRICT COUNCIL was hereunto affixed the fifteenth day of April, 1975 in the presence of :

L. WRIGHT
*Chairman*

B. K. E. HARMAN
*Director of Central Administration and Legal Services*

The Secretary of State this day confirmed the foregoing byelaws and fixed the date on which they are to come into operation as the first day of September, 1975.

K. P. WITNEY
*An Assistant Under Secretary of State*

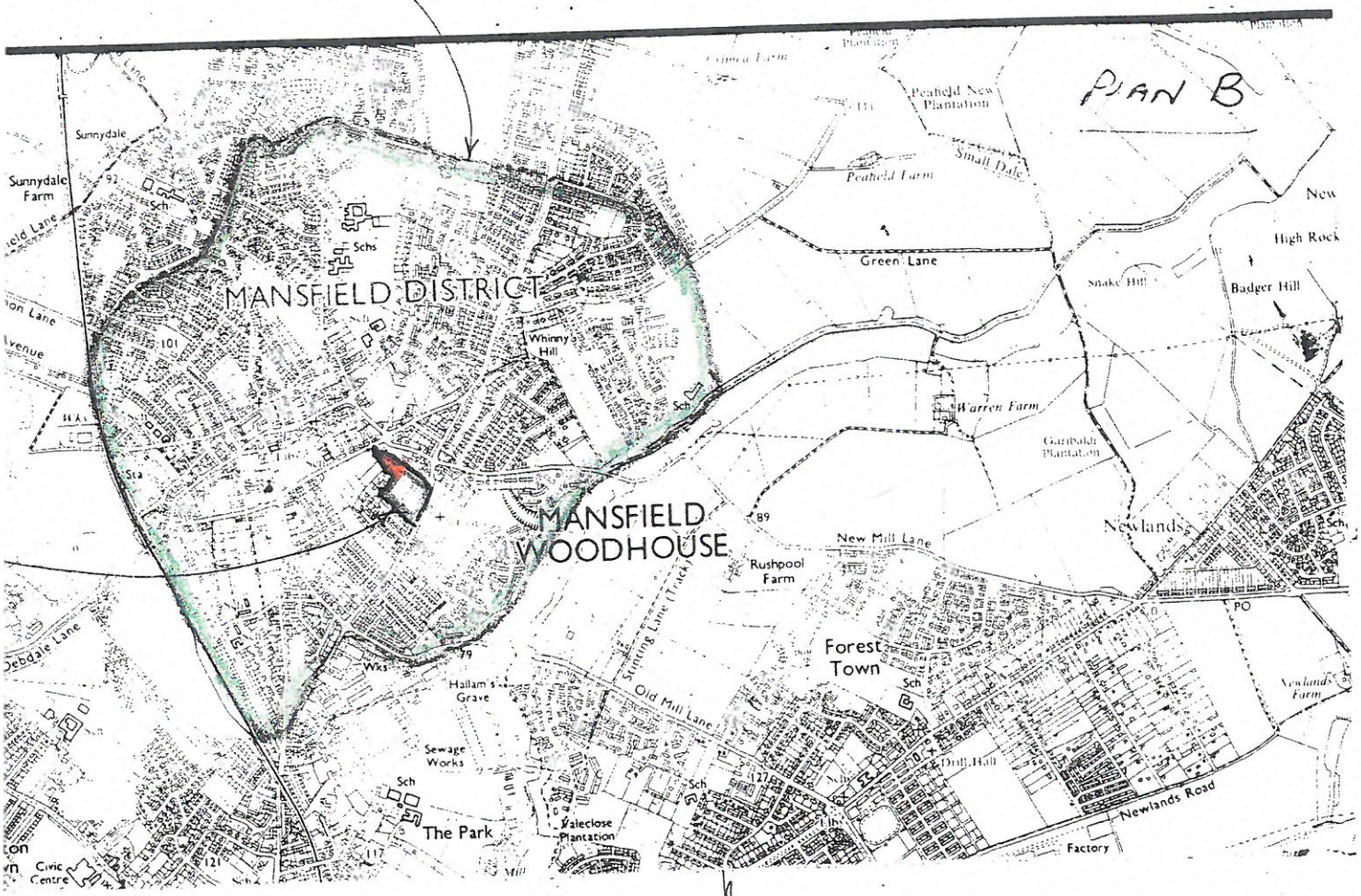
HOME OFFICE
WHITEHALL

5th August, 1975.

A true copy of the Byelaws as confirmed.

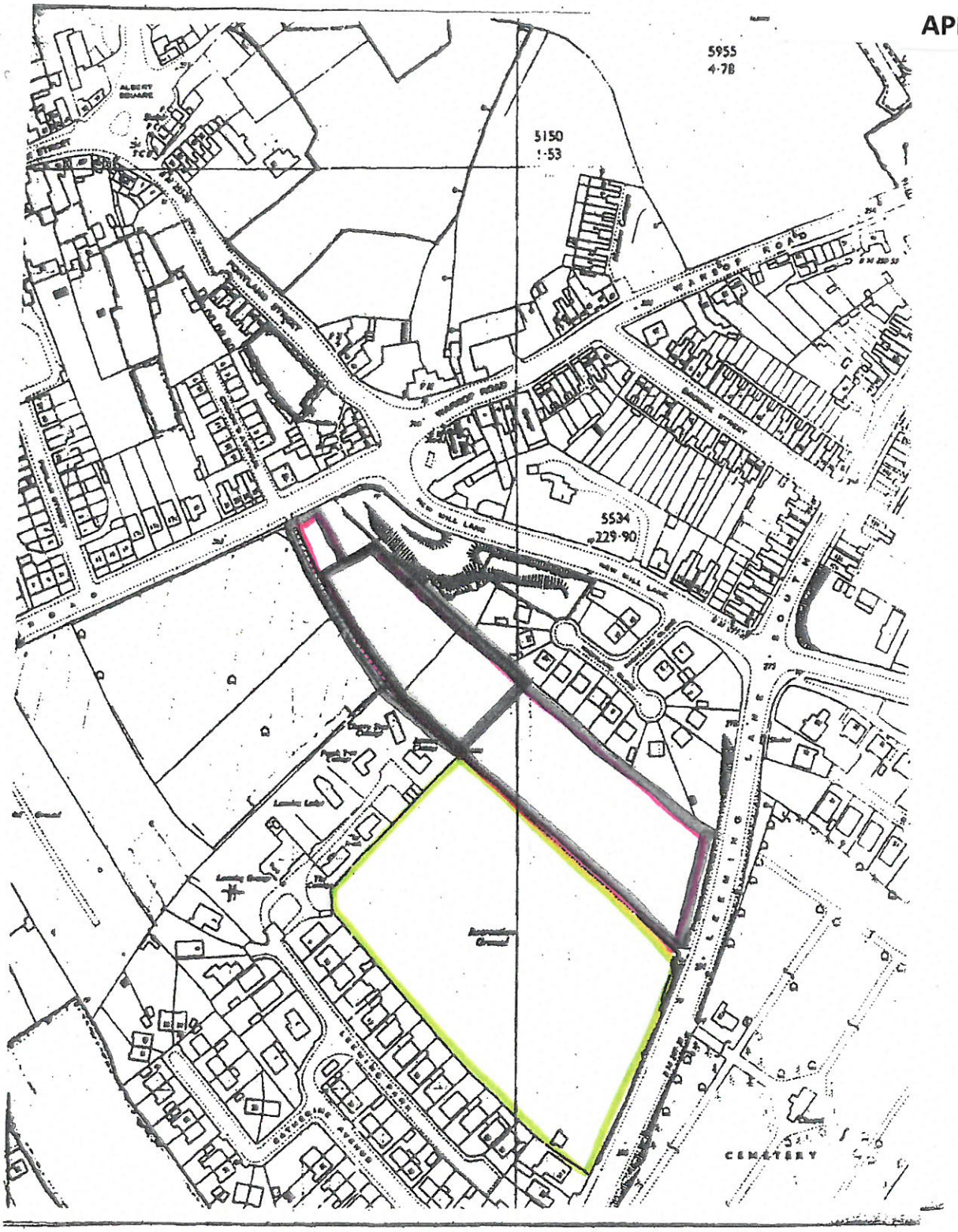
GREEN

PLAN B


PLAN B
Sunnydale
Sunnydale Farm
Schs
MANSFIELD DISTRICT
Whinny Hill
Peafield New Plantation
Peafield Farm
Small Dale
Green Lane
Snake Hill
Badger Hill
High Rock
Warren Farm
Garibaldi Plantation
MANSFIELD WOODHOUSE
New Mill Lane
Rushpool Farm
Newlands
Forest Town
Hallam's Grave
Sewage Works
The Park
Valeclose Plantation
Old Mill Lane
Drill Hall
Newlands Road
Factory
Newlands Farm
Civic Centre

**APPENDIX 9**

PLAN A



**APPENDIX 10**

## OS 25" Map 1917

Nottinghamshire County Council

Scale 1:2500

Produced by: e b40

Date: 14/07/2014

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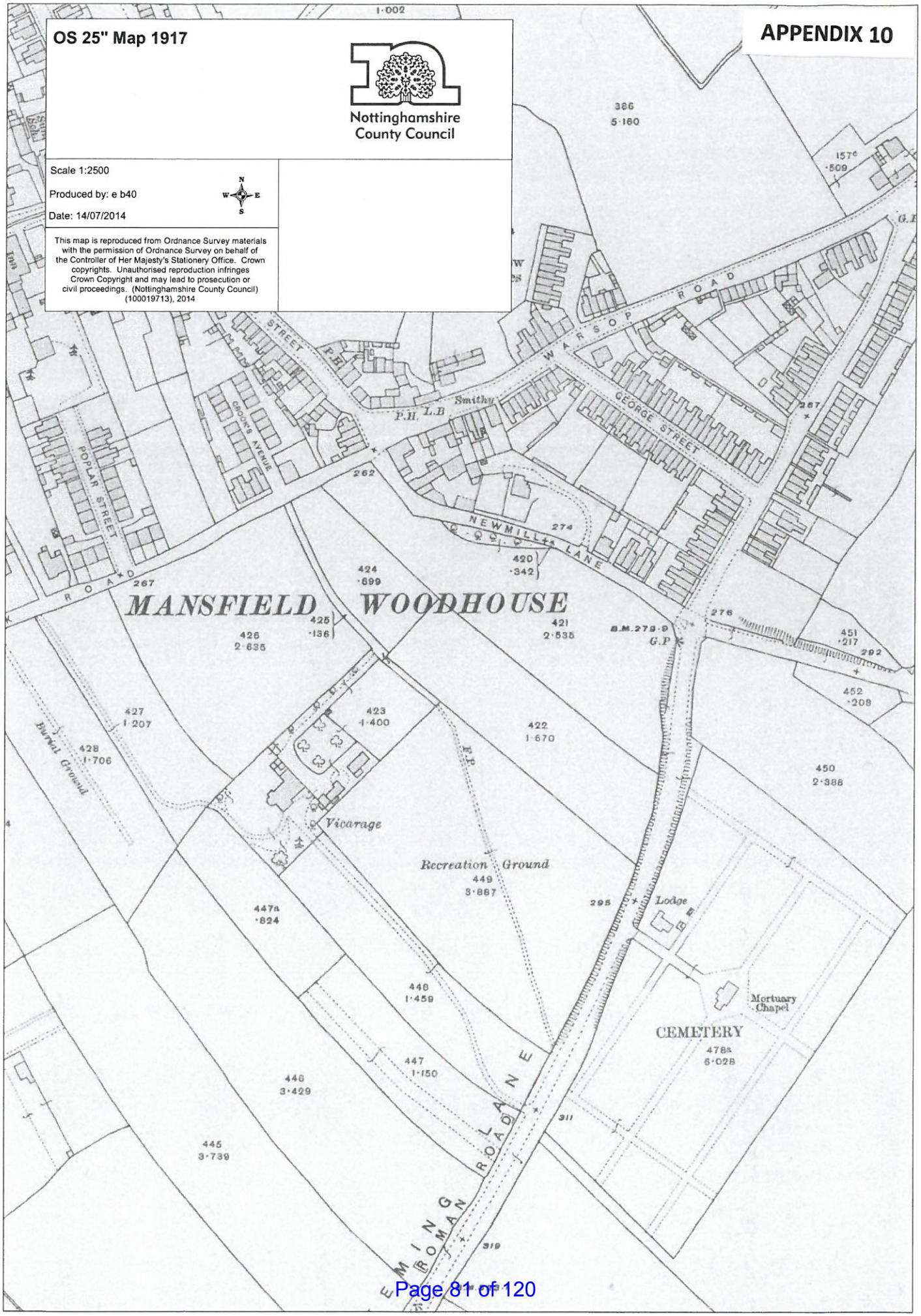

**OS 6" Map 1938 (Not To Scale)**

**APPENDIX 10**

Nottinghamshire County Council

Scale 1:5000

Produced by: e b40

Date: 26/06/2014

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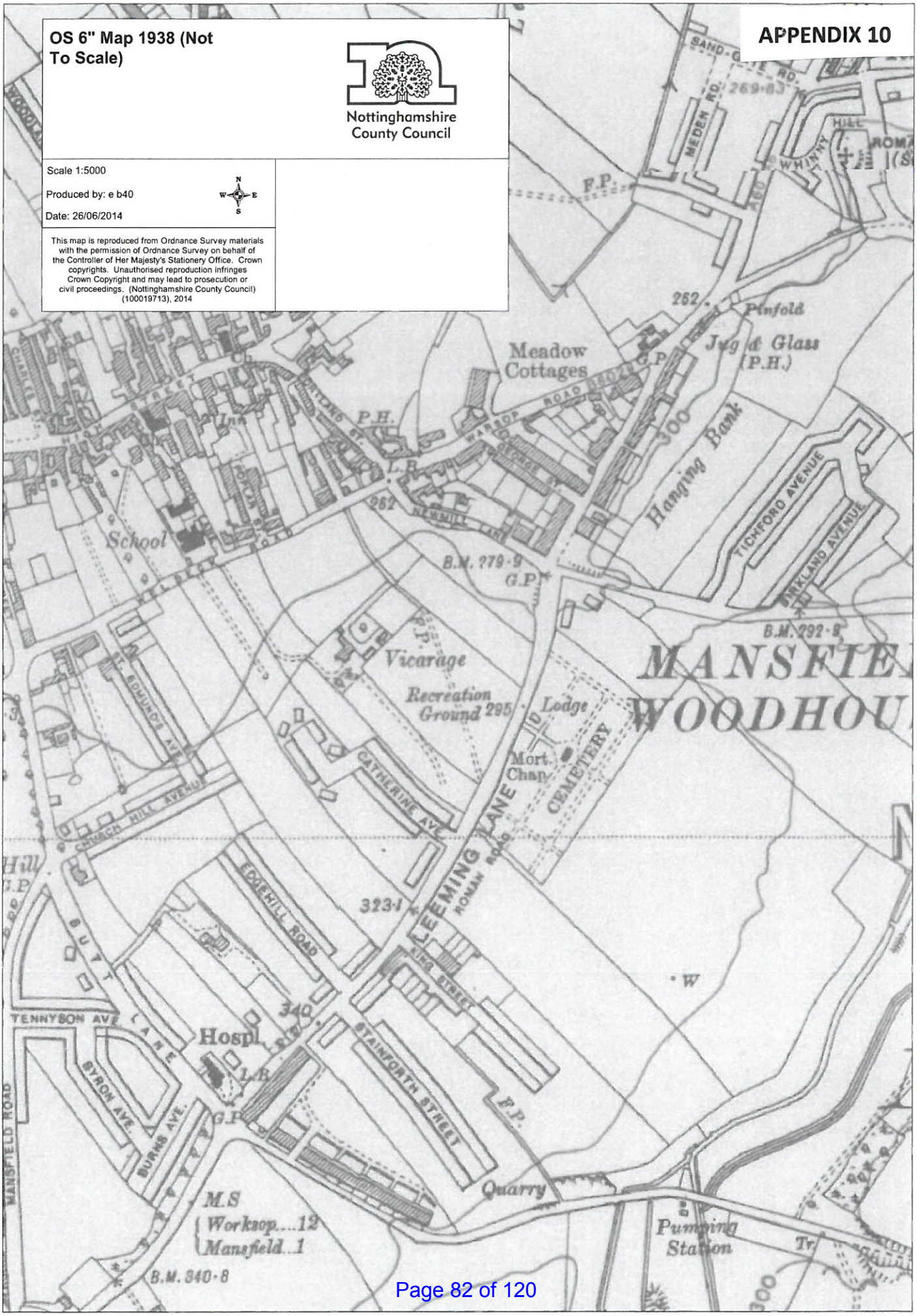

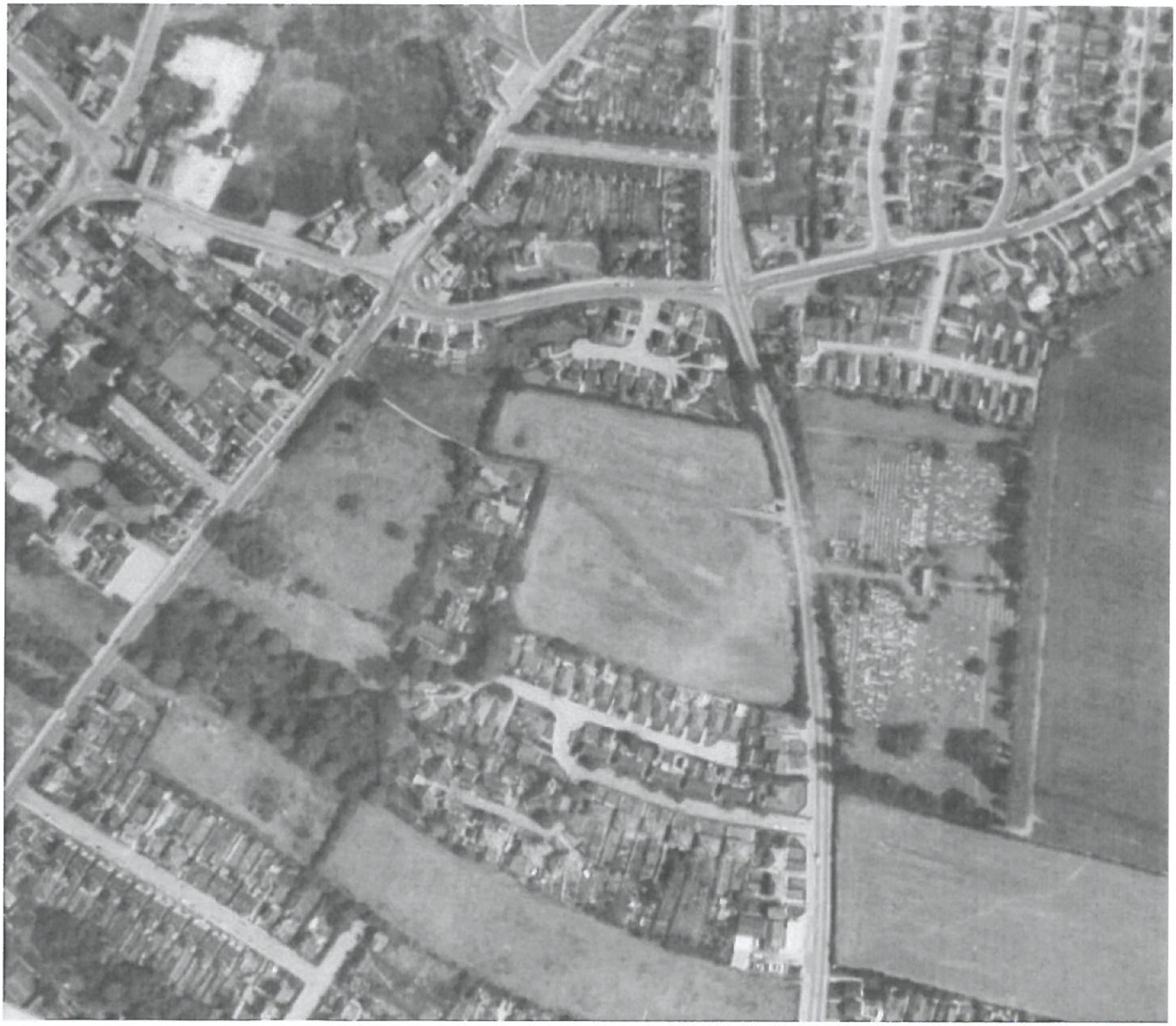

Aerial Photograph taken in 1974

Nottinghamshire County Council

**Report to Culture Committee**

**2 December 2014**

**Agenda Item: 5**

# REPORT OF THE SERVICE DIRECTOR, YOUTH, FAMILIES AND CULTURAL SERVICES

# SERVICE UPDATE FOR THE PERIOD 29 SEPTEMBER TO 9 NOVEMBER 2014

## Purpose of the Report

1. To update the Committee on a range of initiatives being undertaken to improve and enhance the quality of life for Nottinghamshire people.

## Information and Advice

### LIBRARIES, ARCHIVES, INFORMATION AND COMMUNITY LEARNING

### School Library Inspiration Award

2. Following advice and support from the Education Library Service (ELS), Oak Tree Lane Primary School, Mansfield, has been announced as the overall winner in the School Library Association's inaugural School Library Inspiration Award.

3. ELS had been contacted by Oak Tree Lane Primary School in December 2011 to give professional advice on developing their School Library. ELS suggested approaching the Foyle Foundation to bid for funding to help with the development of their new library for the school and community to develop an improved focus on reading.

4. In 2012 the school was successful in receiving £10,000 from the Foundation. This along with money from the school and the PTA, and following professional advice given by ELS, enabled the development of an outstanding new library which was opened by Rebecca Adlington in March 2013.

5. ELS then encouraged the school to enter the School Library Association's School Library Inspiration Award, which aims to set "future standards for the recognition of excellence in school library design." The School developed a You Tube film for their nomination and in June 2014 Oak Tree Lane Primary was shortlisted, along with three other schools. In October 2014 Oak Tree Lane Primary School Library was awarded overall winner of this national award.

### Jamie Thomson Visit to Mansfield Central Library

6. Jamie Thomson, author of numerous children's and adults books and the 2012 winner of the Roald Dahl Funny Prize for his *Dark Lord: The Teenage Years,* visited Mansfield

Central Library in October. Over 170 year 5/6 pupils from local schools (Sutton Road and St Philip Neri) were entertained by Jamie's impressions of the Dark Lord and his sound effects machine. The interactive session involved dancing volunteers from the audience. Feedback from pupils was very positive:

*"I enjoyed seeing a real live author and being able to ask him questions"*
*"…there was lots of comedy fun. It was an amazing experience!"*
*"he made me laugh a lot and I enjoyed where he told us about the books".*

7. The visit was part of an ongoing programme of library author visits to promote reading for pleasure as studies have shown that this can have a major impact on children and young people and their future. Reading for pleasure is positively linked with literacy related benefits such as reading attainment and writing ability, breadth of vocabulary, and self-confidence as a reader and that events focusing on reading for pleasure can also promote or enhance social skills in children.

**Every Picture Tells A Story – half-term holiday events**

8. A series of workshops for children were held in libraries during the October half-term holiday focusing on the creation of book illustrations. The events provided opportunities for children to learn to draw illustrations, to promote stories and reading and increase library visits and book issues.

9. Author and Illustrator Lynne Chapman hosted workshops at Worksop, West Bridgford and Mansfield Central Libraries, whilst Illustrator Jo Litchfield led a workshop at Newark Library. There were also four story and craft sessions at Arnold, Beeston, Hucknall and Kirby-in-Ashfield Libraries where children created pop-up cards and a simple picture puzzle. Over 200 children participated in the nine sessions during the week where they were inspired to draw their own characters from their favourite stories.

**Duck in a Truck – family theatre at Mansfield Central Library**

10. Local theatre company, Blunderbus, returned to Mansfield Central Library's theatre during October half-term for two performances of their latest show Duck in a Truck, based on the picture book by best-selling author Jez Alborough. The show aimed at 3–7 years olds thrilled and entertained over 340 children and parents. Positive comments received included:

*"a very good production, entertaining and great theatre"*

*"My two year old's first theatre experience – thank you, fabulous! And a return for my three and half year old"*

*A fabulous show, well put on and staffed. A lovely family event"*

11. The performances were part of an ongoing programme of family theatre at Mansfield Central Library. Live theatre supports language development in a fun and enjoyable way.

**Readers' Day 2014**

12. Over 150 readers joined Nottinghamshire County Council's Library Service and Nottingham City Libraries for our annual joint Readers' Day on 8 November. Highlights included hearing from renowned authors Rose Tremain, Sathnam Sanghera and John Harvey, and taking part in workshops ranging from deciding which 'heirloom books' to pass on to the next generation to Shakespeare's portrayal of Richard III. Readers enjoyed the chance to dedicate a day to listening to authors and discussing their reading experiences with others, with comments such as an '*exceptionally good Readers' Day*' and '*wonderful Readers' Day*'.

**COUNTRY PARKS AND GREEN ESTATES**

**Rufford Abbey World War II Event**

13. The weekend of the 27th and 28th September saw one of the most popular events of the Rufford Abbey calendar, the 1940s "On The Home Front" living history weekend. This was the second of two events in 2014 marking the national commemorations of the first and second World Wars.

14. The Park received around 6,000 visitors over the weekend, who enjoyed a variety of lively displays and demonstrations ranging from farm work with the Women's Land Army, swing dancing and wartime cookery to a mock air raid. Historical re-enactors in authentic period costume came from as far away as Kent to take part, and the Park's Coach House Cafe recorded one of its busiest ever trading days.

15. The October half term is traditionally a busy time at Rufford Abbey and events this time around included the Big Draw, a free participation event organised by the County Council's Arts Service in the Craft Centre, and the Halloween Trail - a popular low cost half term activity for families to enjoy together.

**Sherwood Through the Ages**

16. Following hard on the heels of the August Robin Hood festival and the Major Oak Woodland Festival in September came a third major event for Sherwood Forest Country Park – a multi period living history re-enactment "Sherwood Forest Through the Ages." The event, which took place on 4th and 5th October, gained good publicity in local media, and helped to celebrate the Diamond Jubilee of Sherwood Forest being designated as a Site of Special Scientific Interest for its nature and ecology value.

**Health Walks**

17. Bestwood Country Park continues its popular monthly series of health walks from October through to January, providing gentle ranger led walks through the Country Park, aimed specifically at people recovering from illness, or taking their first steps towards a healthier lifestyle. It also encourages lone participants, who might not feel confident to explore the Park alone, to enjoy the companionship of a safe and friendly group.

## RECOMMENDATION

1) That the update on a range of initiatives being undertaken to improve and enhance the quality of life for Nottinghamshire people be noted.

**Derek Higton**
**Service Director, Youth, Families and Cultural Services**

**Sally Gill**
**Group Manager, Planning**

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C0508

Nottinghamshire County Council

**Report to Culture Committee**

**2 December 2014**

**Agenda Item: 6**

# REPORT OF THE SERVICE DIRECTOR, YOUTH, FAMILIES AND CULTURAL SERVICES

# PERFORMANCE REPORTING (1 APRIL – 30 SEPTEMBER 2014)

## Purpose of the Report

1. The purpose of this report is to provide the Committee with an overview of performance during the first two quarters of the 2014/15 financial year, covering activities from April to September 2014.

## Information and Advice

2. At the meeting on 5 November 2012, the Committee agreed to receive a quarterly report, which reviews performance across the full range of cultural services provided for children, young people and families that fall within its remit. These reports will be in addition to other reports that may be presented to the Committee from time to time providing detailed performance-related information about specific cultural services initiatives or projects.

3. This report forms the quarterly performance report for Quarter 2, i.e. reporting on performance between 1 April and 30 September 2014.

### Performance Reporting for 2014/15

4. As agreed at the meeting on 5 November 2012, quantitative performance reporting to the Committee will be measured via a combination of:

   - outcome based key performance indicators (KPIs)
   - key service indicators that will be measured against objectives within each of the cultural services business plans
   - a summary of key achievements across the relevant service areas.

5. The list includes a number of KPIs that reflect priorities within the Council's Strategic Plan, and which will also therefore be reported to the Policy Committee.

6. The performance data for the period 1 April – 30 September 2014, as described above, is set out in the table at **Appendix 1.** This provides a summary across all service areas for the first two quarters of the financial year.

7. The activities, key performance indicators and service level indicators which are reported here have been selected by cultural services managers to provide information on the key development activities planned for 2014/15, plus a summary of performance achieved across the key service areas.

**Other Options Considered**

8. The process for presenting performance information set out in this report is in line with corporate guidance, which has itself been established following an appropriate analysis of alternative options.

**Reason/s for Recommendation/s**

9. The recommendation for quarterly reporting to Committee, and the KPIs that will form the basis of the report, is in line with the established processes of reporting and publishing performance information across all of the services within the Children, Families and Cultural Services Department.

## Statutory and Policy Implications

10. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

## RECOMMENDATION/S

1) That the Committee notes the performance of the Council's cultural services during the period 1 April – 30 September 2014.

**Derek Higton**
**Service Director, Youth, Families and Cultural Services**

**For any enquiries about this report please contact:**

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**Constitutional Comments**

11. As this report is for noting only, no Constitutional Comments are required.

**Financial Comments (KLA 31/10/14)**

12. There are no financial implications arising directly from this report.

**Background Papers and Published Documents**

None.

**Electoral Division(s) and Member(s) Affected**

All.
C0511

Nottinghamshire County Council

Appendix 1

# Youth, Families and Cultural Services

## REPORT TO COMMITTEE

### Our Performance from April 2014 to September 2014

## What have we achieved?

| | | |
|---|---|---|
| Country Parks & Green Estates | Implement the Green Estate Strategy (agreed by Culture Committee in December 2013) | ⦿ |
| | Develop new operating options appraisals for Sherwood County Park, Rufford Country Park and Bestwood Country Park | ⦿ |
| Cultural & Enrichment | Finalise new operating / management arrangements for community sports and arts teams | ⦿ |
| Libraries, Archives, Information & Learning | Develop and deliver sustainable Community Partnership Libraries (CPLS) | O |
| | Implement a new arm's length operating model for LAI&L services by April 2016 | ⦿ |
| | Modernise public libraries | ⦿ |
| | Extend and modernise Nottinghamshire Archives | ⦿ |
| | Integrate and merge Adult Community Learning (ACLS) and Skills for Employment (SFE) services with a single development plan inline for OfSTED and new arm's operating model | ⦿ |
| | Raise profile of adult learning across Nottinghamshire County Council and key stakeholders | ⦿ |

Our achievement is rated by: [✓achieved ⦿ on schedule O progress being made, but behind schedule × not started or will not complete]

| Country Parks & Green Estates Service | Yr Target | Apr-September | On Target? |
|---|---|---|---|
| Number of visitors to our Country Parks and Green Estate sites | 820,000 | **441,001** | ✓ |
| Increase Country Parks commercial income | £2,500,000 | **£1,482,094** | ✓ |
| Number of volunteers worked with | 700 | **435** | ✓ |
| Number of volunteer hours supported | 5400 | **3380** | ✓ |
| Number of public events organised, across Country Parks and Green Estate sites | 1500 | **565** | ✓ |
| Service user and customer satisfaction levels achieved across the service area | >90% | [1] | [1] |
| **Cultural and Enrichment Service** | **Yr Target** | Apr-September | On Target? |
| The number of active volunteers engaged in delivering sports and arts activities | 1450 | **1130** | ✓ |
| Service user and customer satisfaction levels achieved across the service area | >90% | [1] | [1] |
| **Libraries Archives Information and Learning Service** | **Yr Target** | **Apr-September** | **On Target?** |
| The number of visits to Libraries | (3,000,000) | **1,537,012** | ✓ |
| The number of virtual visits to Libraries | (1,000,000) | **710,440** | ✓ |
| The number of Library events and activities | (7,000) | **4,674** | ✓ |
| The number of Library loans | (3,500,000) | **1,781,132** | ✓ |
| The number of active Library users | (145,000) | **145,074** | ✓ |
| The number of new Library members | (28,000) | **17,234** | ✓ |
| The number of adult learners | (7,500) | **8,966** | ✓ |
| Percentage of adult learners who started the course that met their expectations | (93%) | **94%** | ✓ |
| The number of Newlinc sessions (public computer access sessions) | (250,000) | **172,114** | ✓ |
| The number of visits to Archives | (3,500) | **2,944** | ✓ |
| The number of virtual visits to Archives | (400,000) | **210,359** | ✓ |
| The number of Archives learning activities/events and number of attendances | (50 / 1,000) | **22 / 431** | × |
| The number of file requests for the Records Management Service | (6,000) | **4,867** | ✓ |
| The number of boxes successfully received for the Records Management Service | (3,000) | **2,229** | ✓ |
| Achieve Education Library Service schools buyback rates | (72%) | **Annual** | |
| Service user and customer satisfaction levels achieved across the service area | (90%) | **Annual** | |

Our achievement is rated by: [✓on or above target / Ooff target (by less than 10%) / ×off target (by more than10%)]

[1]data not yet received in full [2]against quarter profile (p) provisional figure (annual) figure not reported on a quarterly basis

Version 0.3 (23.10.14)

Nottinghamshire County Council

**Report to Culture Committee**

**2 December 2014**

**Agenda Item: 7**

# REPORT OF THE SERVICE DIRECTOR, YOUTH, FAMILIES AND CULTURAL SERVICES

# FEES AND CHARGES 2015/16 FOR LIBRARIES, ARCHIVES AND INFORMATION

## Purpose of the Report

1. To seek approval for the revision of fees and charges within the Libraries, Archives and Information Service for 2015/16.

## Information and Advice

### Background

2. Fees and charges for the Service are reviewed annually, and usually they are increased by the rate of inflation unless market forces and/or price sensitivity or performance suggest otherwise.

3. An important part of the process involves a dialogue between the service and Nottingham City services to ensure that certain key charges remain in line to ensure there are no barriers to City and County residents to core services.

4. Some charges are influenced by external organisations, for example the British Library and the General Register Office.

5. There are national trends in the pricing of some services reflecting changes in digital media.

6. Budget revisions in both the Library and Archives service include a requirement to meet projected levels of income. A full review of all charges and income generation opportunities has therefore been undertaken.

### Current position

7. Charges are based on a requirement to recover costs for additional services beyond book lending, for example film hire, photocopying, printing, etc.

8. The service is focussing on improving the customer experience and ensuring consistency across all service points. Feedback from customers, staff and observation by managers concludes that a straight forward charging structure is good for customer care, reduces administrative workload and results in higher levels of collection.

9. The budgeted level of income scheduled for 2014/15 amounts to £303,000 and is currently projected to be on target.

10. Overall fees and charges are now in the upper quartile compared with other authorities and thus significant changes are not appropriate.

**Proposals**

11. In consequence the following changes to the charging regime for the service are proposed for 2015/16.

12. Libraries (see **Appendix 1**):

- minor changes to meeting room and gallery hire rates
- harmonisation of photocopying and printing charges.

13. Archives (see **Appendix 2**):

- changes to the meeting room hire rates are proposed following the completion of the extension and refurbishment project. For the first year these have been set as for West Bridgford Library
- self-service photocopying - harmonised in line with libraries
- staff managed photocopying and photography – charges have been streamlined to reduce staff resources spent providing quotes, to make charges more transparent.

**Other Options Considered**

14. Within the limitations of what public libraries are legally allowed to charge for, all options for increasing income without creating barriers to the access to library and archive services have been considered.

**Reason/s for Recommendation/s**

15. The full schedule of proposed fees and charges as detailed in **Appendices 1 and 2** (changes shown in bold type) will allow the service to generate income and recover costs in line with its position and overall Council policy.

## Statutory and Policy Implications

16. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

**Financial implications**

17. The revised level of charges is based on the required income levels for the service. Individual charges are itemised in **Appendices 1 and 2**, with previous charges presented for comparison.

## RECOMMENDATION/S

1) That the proposed fees and charges within the Libraries, Archives and Information Service, as set out in **Appendices 1 and 2**, are approved for 2015/16, with implementation from Monday 6 April 2015.

**Derek Higton**
**Service Director, Youth, Families and Cultural Services**

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**Constitutional Comments (LM 20/11/14)**

18. The recommendations in the report fall within the terms of reference of the Culture Committee.

**Financial Comments (KLA 17/11/14)**

19. The financial implications of the report are set out in paragraph 17 and the appendices to the report.

**Background Papers and Published Papers**

None.

**Electoral Division(s) and Member(s) Affected**

All.

C0523

**APPENDIX 1**

**Public Libraries Fees and Charges 2014/15 and proposals for 2015/16**

| Item | Concessions | Current Charge 2014/15 | Proposed Charge 2015/16 |
|---|---|---|---|
| Overdue Charges | Children/Young Adult 0-19 and Homebound no charge | 20p per day (Max £8) | 20p per day (Max £8) |
| DVD Film Hire | No concessions | £1.50 per week | £1.50 per week |
| DVD Film Hire (Box Set) | No concessions | £3.00 per week | £3.00 per week |
| Children's Film Hire | No concessions | £1.00 per week | £1.00 per week |
| Music Hire | No concessions | N/A | N/A |
| Spoken Word | Children/Young Adult 0-19, over 60s, visually impaired and Homebound no charge | £1.00 per week | £1.00 per week |
| Language Courses | No concessions | £1.50 3 weeks | £1.50 3 weeks |
| Reservations County/City | Children/Young Adult 0-19 and Homebound no charge | 25p | 25p |
| BL/ILL requests | No concessions | £4.25 | £4.25 |
| FAX - UK | No concessions | 50p per sheet - receiving or sending | 50p per sheet - receiving or sending |
| FAX - International | No concessions | £1.00 per sheet - receiving or sending | £1.00 per sheet - receiving or sending |
| Photocopying – black and white | No concessions | 10p (A4)<br>20p (A3) | **20p (A4)**<br>**40p (A3)** |
| Photocopying - colour | No concessions | £50p (A4)<br>£1.00 (A3) | £50p (A4)<br>£1.00 (A3) |
| Printing – black and white | No concessions | 20p (A4)<br>40p (A3) | 20p (A4)<br>40p (A3) |
| Printing – colour | No concessions | 50p (A4)<br>£1.00 (A3) | 50p (A4)<br>£1.00 (A3) |
| Reader-Printer Copies | No concessions | 60p | 60p |
| Memory Sticks | No concessions | £5.00 | £5.00 |
| Earphones | No concessions | £1.50 | £1.50 |
| Replacement Library Card | No charge for under 14s | £1.50 | £1.50 |

**Hire of Library Premises**

## 1 Strategic Venues

### 1.1 Mansfield Central Library

| Room | 2014/15 | 2015/16 |
|---|---|---|
| The Auditorium | Full Day Rates/ Evening rate Mon-Fri 5.30 – 10pm:<br>Commercial: £250<br>Community groups, NCC and non-profit: £200<br><br>Evening rate Sat/Sun 5.30 – 10pm:<br>Commercial: £350<br>Community groups, NCC and non-profit: £300<br><br>Hourly rate (max 4 hours):<br>Commercial: £40<br>Community groups, NCC and non-profit: £30 | Full Day Rates/ Evening rate Mon-Fri 5.30 – 10pm:<br>Commercial: £250<br>Community groups, NCC and non-profit: £200<br><br>Evening rate Sat/Sun 5.30 – 10pm:<br>Commercial: £350<br>Community groups, NCC and non-profit: £300<br><br>Hourly rate (max 4 hours):<br>Commercial: £40<br>Community groups, NCC and non-profit: £30 |
| The Meeting Place | Full Day Rates/ Evening rate Mon-Fri 5.30 – 10pm:<br>Commercial: £140<br>Community groups, NCC and non-profit: £100<br><br>Evening rate Sat/Sun 5.30 – 10pm:<br>N/A – please contact library events office to hire in conjunction with another library space<br><br>Hourly rate (max 4 hours):<br>Commercial: £30<br>Community groups, NCC and non-profit: £20 | Full Day Rates/ Evening rate Mon-Fri 5.30 – 10pm:<br>Commercial: £140<br>Community groups, NCC and non-profit: £100<br><br>Evening rate Sat/Sun 5.30 – 10pm:<br>N/A – please contact library events office to hire in conjunction with another library space<br><br>Hourly rate (max 4 hours):<br>Commercial: £30<br>Community groups, NCC and non-profit: £20 |
| Studio Floor | Full Day Rates/ Evening rate Mon-Fri 5.30 – 10pm:<br>Commercial: £200<br>Community groups, NCC and non-profit: £150<br><br>Evening rate Sat/Sun 5.30 – 10pm:<br>Commercial: £300<br>Community groups, NCC and | Full Day Rates/ Evening rate Mon-Fri 5.30 – 10pm:<br>Commercial: £200<br>Community groups, NCC and non-profit: £150<br><br>Evening rate Sat/Sun 5.30 – 10pm:<br>Commercial: £300<br>Community groups, NCC and |

| | | |
|---|---|---|
| | non-profit: £250<br>Hourly rate (max 4 hours):<br>Commercial: £35<br>Community groups, NCC and non-profit: £25 | non-profit: £250<br>Hourly rate (max 4 hours):<br>Commercial: £35<br>Community groups, NCC and non-profit: £25 |
| Green Room | Hourly rate<br>Commercial: £20<br>Community groups, NCC and non-profit: £15 | Hourly rate<br>Commercial: £20<br>Community groups, NCC and non-profit: £15 |
| The Box | Hourly rate<br>Commercial: £20<br>Community groups, NCC and non-profit: £15 | Hourly rate<br>Commercial: £20<br>Community groups, NCC and non-profit: £15 |
| The Discovery Room | Evening rate (Mon-Fri) 4.30 – 10pm<br>Commercial: £180<br>Community groups, NCC and non-profit: £120<br><br>Hourly rate Sat / Sun<br>Commercial : £60<br>Community groups ,NCC and non-profit: £40<br><br>Evening rate Sat/Sun 5.30 – 10pm – N/A contact library events office to hire in conjunction with another library space | Evening rate (Mon-Fri) 4.30 – 10pm<br>Commercial: £180<br>Community groups, NCC and non-profit: £120<br><br>Hourly rate Sat / Sun<br>Commercial : £60<br>Community groups ,NCC and non-profit: £40<br><br>Evening rate Sat/Sun 5.30 – 10pm – N/A contact library events office to hire in conjunction with another library space |
| Hire per hour pre 5.30 for evening events before library closing time Mon – Fri | £10 | £10 |
| Hire per hour for evening events between library closing time and 5.30 pm Sat-Sun | £45 | £45 |
| Hire per hour or part hour for evening events after 10pm weekdays | £30 | £30 |

| | | |
|---|---|---|
| Hire per hour or part hour for evening events after 10pm Sat-Sun | £45 | £45 |
| Tea and coffee | Now provided via cafe | **Price on application** |
| Tea, coffee and biscuits | Now provided via cafe | **Price on application** |

For all meeting room hire outside of library opening hours, a minimum surcharge of £30 may be applied to cover caretaking and staff costs.

### 1.2 West Bridgford Library

| **Room** | **2014/15** | **2015/16** |
|---|---|---|
| Cedar and Pine Community Meeting rooms | Hourly rate<br>Commercial: £30<br>Community groups, NCC and non-profit: £20 | Hourly rate<br>Commercial: £30<br>Community groups, NCC and non profit: £20 |

For meeting room hire outside of library opening hours, a minimum surcharge of £30 may be applied to cover caretaking and staff costs.

### 1.3 Worksop Library

| **Room** | **Hourly Charge 2014/15** | **Hourly Charge 2015/16** |
|---|---|---|
| Conference Suite | Commercial: £25<br><br>Community groups, NCC and non-profit: 50% discount | Commercial: £25<br><br>Community groups, NCC and non-profit: 50% discount |
| Meeting Place 1 or 2 | Commercial: £16<br><br>Community groups, NCC and non-profit: 50% discount | Commercial: £16<br><br>Community groups, NCC and non-profit: 50% discount |
| The Zone | Commercial: £20<br><br>Community groups, NCC and non-profit: 50% discount | Commercial: £20<br><br>Community groups, NCC and non-profit: 50% discount |

For all meeting room hire outside of library opening hours, a minimum surcharge of £30 may be applied to cover caretaking and staff costs.

## 2 Library Meeting Rooms

| Library | Hourly Charge 2014/15 | Hourly Charge 2015/16 |
|---|---|---|
| Arnold<br>Eastwood<br>Hucknall<br>Kirkby-in-Ashfield<br>Mansfield Woodhouse<br>Newark<br>Ollerton<br>Retford<br>Stapleford<br>Sutton in Ashfield | Commercial: £16<br><br>Community groups, NCC and non-profit: 50% discount | Commercial: £16<br><br>Community groups, NCC and non-profit: 50% discount |
| Beeston<br><br>Large Room and Exhibition Area<br><br><br><br>Small Room | <br><br>Commercial: £16<br><br>Community groups, NCC and non-profit: 50% discount<br><br>Commercial: £16<br><br>Community groups, NCC and non-profit: 50% discount | <br><br>Commercial: £16<br><br>Community groups, NCC and non-profit: 50% discount<br><br>**Commercial: £12**<br><br>Community groups, NCC and non-profit: 50% discount |
| Southwell<br><br>Meeting Rooms<br><br><br><br>The Core<br><br><br><br><br>Art Room<br><br><br><br>Interview Room | <br><br>Commercial: £16<br>Community groups, NCC and non-profit: 50% discount<br><br>N/A<br><br><br><br><br>N/A<br><br><br><br>N/A | <br><br>Commercial: £16<br>Community groups, NCC and non-profit: 50% discount<br><br>**Commercial: £16**<br>**Community groups, NCC and non-profit: 50% discount**<br>**Kitchen £6.00 per session**<br><br>**Commercial: £12**<br>**Community groups, NCC and non-profit: 50% discount**<br><br>**Commercial: £10**<br>**Community groups, NCC and non-profit: 50% discount** |

For all meeting room hire outside of library opening hours, a minimum surcharge of £30 may be applied to cover caretaking and staff costs.

## 3 Consumables

To be charged for if required for sole use by an organisation.

Flip chart paper - £4 per pad
Box of pens - £5 per set

## 4 Hire of Library Buildings

Some library buildings are available for hire when they are closed to the public. Hire rates for these are as follows:

| Library | 2014/15 | 2015/16 |
|---|---|---|
| Southwell – main library space | Commercial: £20 an hour<br><br>Community groups, NCC and non-profit: 50% discount | Commercial: £20 an hour<br><br>Community groups, NCC and non-profit: 50% discount |
| Other library buildings subject to facilities, space and staffing | Commercial: £16<br><br>Community groups, NCC and non-profit: 50% discount | Commercial: £16<br><br>Community groups, NCC and non-profit: 50% discount |

For all meeting room hire outside of library opening hours, a minimum surcharge of £30 may be applied to cover caretaking and staff costs.

## 5 Hire of Gallery and Exhibition Spaces

### 5.1 Gallery Spaces

| Library | Charge 2014/15 | Charge 2015/16 |
|---|---|---|
| Mansfield Central | Six weeks full gallery hire - £200: non-profit £100<br><br>Three weeks full gallery hire - £120: non-profit £60<br><br>Shared gallery hire – shared exhibition – negotiated rates<br><br>Display Cabinet hire - £10 per week (applications for cabinet hire will be considered as part of the shared gallery hire process) | **Six weeks full gallery hire - £180: non-profit £90**<br><br>**Three weeks full gallery hire - £100: non-profit £45**<br><br>Shared gallery hire – shared exhibition – negotiated rates<br><br>Display Cabinet hire - £10 per week (applications for cabinet hire will be considered as part of the shared gallery hire process) |
| West Bridgford | Six weeks full gallery hire - £250: non-profit £125<br><br>Three weeks full gallery hire - £140: non-profit £70 | **Six weeks full gallery hire - £220: non-profit £100**<br><br>**Three weeks full gallery hire - £120: non-profit £60** |

| | | |
|---|---|---|
| | Shared gallery hire – shared exhibition – negotiated rates<br><br>Display Cabinet hire - £10 per week (applications for cabinet hire will be considered as part of the shared gallery hire process) | Shared gallery hire – shared exhibition – negotiated rates<br><br>**Display Cabinet hire - £5 per week (applications for cabinet hire will be considered as part of the shared gallery hire process**) |
| Worksop | Six weeks full gallery hire - £250: non-profit £125<br><br>Three weeks full gallery hire - £140: non-profit £70<br><br>Shared gallery hire – shared exhibition – negotiated rates<br><br>Display Cabinet hire - £10 per week (applications for cabinet hire will be considered as part of the shared gallery hire process) | **Six weeks full gallery hire - £150: non-profit £75**<br><br>**Three weeks full gallery hire - £85 : non-profit £45**<br><br>Shared gallery hire – shared exhibition – negotiated rates<br><br>**Display Cabinet hire - £5 per week (applications for cabinet hire will be considered as part of the shared gallery hire process)** |

**Exhibition Spaces**

| | | |
|---|---|---|
| Arnold | Six weeks full gallery hire - £150: non-profit £75<br><br>Three weeks full gallery hire - £80: non-profit £40<br><br>Shared gallery hire – shared exhibition – negotiated rates | **Six weeks full gallery hire - £60: non-profit £30**<br><br>**Three weeks full gallery hire - £40: non-profit £20**<br><br>Shared gallery hire – shared exhibition – negotiated rates |
| Beeston | Six weeks full gallery hire - £200: non-profit £100<br><br>Three weeks full gallery hire - £120: non-profit £60<br><br>Shared gallery hire – shared exhibition – negotiated rates | **Six weeks full gallery hire - £60: non-profit £30**<br><br>**Three weeks full gallery hire - 40: non-profit £20**<br><br>Shared gallery hire – shared exhibition – negotiated rates |
| Retford | N/A | **Six weeks full gallery hire - £50: non-profit £25**<br><br>**Three weeks full gallery hire - £30: non-profit £15**<br><br>Shared gallery hire – shared exhibition – negotiated rates |

**APPENDIX 2**

**Archives Fees and Charges 2014/15 and proposals for 2015/16**

| | 2014/15 | 2015/16 Proposed Charge |
|---|---|---|
| **SELF SERVICE PHOTOCOPYING AND COMPUTER PRINTOUTS** | | |
| Black and white (A4) | £0.10 | **£0.20** |
| Black and white (A3) | £0.20 | **£0.40** |
| Colour (A4) | £0.50 | £0.50 |
| Colour (A3) | £1.00 | £1.00 |
| Microfiche printouts | £0.60 | £0.60 |
| | | |
| **SERVICE USERS IN SEARCHROOM** | | |
| Building plans | | £1 per page up to £5 max charge |
| Ordnance Survey maps | | £1 per page up to £5 max charge |
| Wills | | £1 per page up to £8 max charge |
| Other documents | | £1 per page |
| Depositor's first copy | Free | Free |
| Depositor's subsequent copies | £0.20 | **£0.50** |
| Own camera (per frame) | £0.50 | **£1.00** |
| Own camera (day pass) | £10.00 | £10.00 |
| | | |
| **REMOTE SERVICE USERS** | | |
| Building plans | | £5 per plan |
| Ordnance Survey maps | | £5 per map |
| Wills | | £8 per will |
| Other documents | | £1 per page with £5 min charge |
| Microfiche printouts | £1.20 | £1.50 |
| Postage and handling | £2.00 | **£3.00** |
| | | |
| **COMMERCIAL PHOTOGRAPHY AND BULK ORDERS** | Quote given on request | Quote given on request |
| | | |
| **CERTIFIED COPIES** | | |
| Anglican & Non-conformist Christenings, Burials and pre-1837 Marriages | £9.00 | £9.00 |
| Post 1837 Marriages | £9.00 | £9.00 |
| School Extracts, e.g. Admission Register Entries | £9.00 | £9.00 |
| Magistrates Courts Extracts | £9.00 | £9.00 |
| Postage and handling | £2.00 | £3.00 |
| | | |
| **MICROFICHE CHARGES** | | |
| Charge to public customers from existing master fiche | £2.50 | £2.50 |
| Charge to public customers for new fiche from originals | At cost | At cost |
| Charge to NCC and City Council from existing master fiche | £1.60 | £1.60 |
| Charge to NFHS (parish register loans) | £0.70 | £0.70 |
| Postage and handling | £7.00 | £7.00 |

| | | |
|---|---|---|
| **SEARCHES** | | |
| Research fee (per hour or part thereof) | £25.00 | £25.00 |
| | | |
| **LUNCHTIME TALKS – including coffee and biscuits** | £4.00 | £4.00 |
| | | |
| **REPRODUCTION FEES** | | |
| | | |
| Local non-profit making organisations, e.g. local history societies & NCC | Free | Free |
| Commercial publishing and exhibitions; newspapers and periodicals; slides and film | £30.00 | £30.00 |
| Television - UK | £60.00 | £60.00 |
| Television - World | £120.00 | £120.00 |
| Commercial display and advertising | £60.00 | £60.00 |
| Prints for framing for commercial resale | £20.00 | £20.00 |
| Commercial videos:<br>right to reproduce films<br>right to reproduce stills | <br>£90.00<br>£30.00 | <br>£90.00<br>£30.00 |
| CD ROM/Computer Software<br>Commercial including print agreement<br>Educational interpretive<br>- without print agreement<br>- with print agreement | <br>£60.00<br><br>£15.00<br>£60.00 | <br>£60.00<br><br>£15.00<br>£60.00 |
| Internet – single item | £60.00 | £60.00 |
| | | |
| **MEETINGS ROOM HIRE** | | |
| Hourly rate | £40-£80 per half day | **Commercial: £30 per hour**<br>**Community groups, NCC and non-profit: £20 per hour** |
| For meeting room hire outside of opening hours, a minimum surcharge of £30 may be applied to cover caretaking and staff costs. | | |
| | | |
| **GROUP VISITS/TALKS** | | |
| Introduction to Nottinghamshire Archives<br>1 hour<br>1.5 hours | <br>£40.00<br>£45.00 | <br>£40.00<br>£45.00 |
| Curriculum related study session<br>3 hours<br>6 hours | <br>£100.00<br>£175.00 | <br>£100.00<br>£175.00 |
| Talks at external venues | £55.00 | £55.00 (plus travel) |

Nottinghamshire County Council

**Report to Culture Committee**

**2 December 2014**

**Agenda Item: 8**

# REPORT OF THE SERVICE DIRECTOR, YOUTH, FAMILIES AND CULTURAL SERVICES

# ADULT AND COMMUNITY LEARNING SERVICE MANAGEMENT FEES AND CHARGES POLICY 2014/15

## Purpose of the Report

1. This report seeks approval to publish the Adult and Community Learning Service Management Fees and Charges Policy for the academic year 2014/15.

## Information and Advice

### Background

2. The Skills Funding Agency (SFA) requires that all organisations holding a contract with SFA and delivering adult learning through sub-contract arrangements publish their policy on retained funding for the management of the contract and what this covers.

3. Nottinghamshire County Council's Adult and Community Learning Service (ACLS) currently works with colleges, the Workers' Educational Association, children's centres, schools, third sector organisations and local community groups to deliver a range of learning opportunities for adults (aged 19+ years) and families across Nottinghamshire, excluding Nottingham city. ACLS does not currently deliver any learning directly but may choose to do so during the 2014/15 year. The learning opportunities are secured through an annual open and competitive commissioning process for commissioned providers where the value is greater than £10,000 and through a rolling application process for grants for learning delivery where the total annual value is under £10,000.

4. ACLS is funded primarily by the Skills Funding Agency (SFA) and also uses some non-SFA generated funds to commission work that falls outside the SFA funding rules.

5. This policy outlines the management charges for those providers who are sub-contracted by the Council to deliver Community Learning (Personal and Community Development Learning, Family English, Mathematics and Language, and Wider Family Learning). There are no additional fees.

6. ACLS works with providers who share a common philosophy to put the experience of the learner at the heart of the delivery. It supports providers to continuously improve the quality of their teaching, learning and assessment by providing an infrastructure that supports providers but also drives improvement.

**Management and charges**

7. The Adult and Community Learning Service sub-contracts its provision to ensure that it can engage with eligible adult learners throughout Nottinghamshire particularly in the top 250 Super Output Areas.

8. By using skilled and knowledgeable providers ACLS aims to:

- reach hard to engage learners
- actively respond to a wide range of individual learner, family and community needs across the County
- maintain a programme that meets the needs and interests of local learners
- tailor provision to meet the needs of learners with learning difficulties and disabilities and engage specialist providers
- grow the number of providers of quality adult learning by working with smaller grant providers
- respond flexibly to local, regional and national initiatives
- maximise the use of funding through 'Pound Plus' and provide excellent value for money
- identify and share best practice from a diverse provider base in order to continually improve the quality of provision
- meet the County Council's aims and priorities.

9. A strong emphasis is placed on improving the quality of teaching, learning and assessment through: the development and application of a quality framework with providers; class visits; observations of learning, teaching and assessment; sharing best practice; quality improvement group meetings; and provider meetings.

10. 25% of the total Community Learning allocation is retained by the ACLS to cover management costs prior to allocating funding to providers. Management costs include: staffing; overheads; Management Information System; data reporting for providers; administration and inputting of course information; meetings and the support of the Team Manager and Development Managers.

11. In return for the charge, providers receive the following support, guidance and challenge:

- an ACLS Team who will respond promptly to any queries and provide support on any area of the contract, quality assurance or delivery

- input of course and learner information onto the ACLS Management Information System

- reports from class visits, joint lesson observations and observations of teaching, learning, and assessment

- at least twice yearly contract monitoring meetings, where provider performance against contract and the quality of delivery against the ACLS Quality Framework are discussed and action plans for improvement agreed

- weekly Red/Amber/Green rated data reports sent to commissioned providers
- termly network meetings where best practice is shared and providers can raise issues for discussion/clarification
- support with the Provider Self-Assessment Report
- annual provider meeting (commissioned providers) to ensure providers are kept informed of developments
- professional support for quality improvement from the ACLS Quality and Curriculum Manager and the ACLS Curriculum Leader
- processing of data returns to the Skills Funding Agency: ILR returns, data validation and reporting
- an annual Tutor Conference
- a programme of training and development opportunities for tutors and other staff
- access to 'Honeycomb', Nottinghamshire County Council's Adult and Community Learning website. This is regularly updated and stores all guidance documents, provider, tutor and learner documentation needed for high quality delivery and course details by district
- business support team processing of paperwork, invoices and regular finance payments
- access to the Nottinghamshire County Council's Marketing and Communication team who will support and advise providers on how to correctly display the County Council's logo and other related issues
- joint administration of the Notts Loves Learning Community Learning Trust and support for the community learning group meetings
- advice and support from Community Learning Officers for the development of work in their communities.

12. The payment schedule, terms and timescale for paying invoices and claims for funding received are detailed in the provider contracts.

13. This policy will be published on the ACLS Honeycomb website to be viewed by current and potential subcontractors and will be reviewed annually.

**Other Options Considered**

14. None.

**Reason/s for Recommendation/s**

15. The recommendations are made to ensure compliance with the Skills Funding Agency contract.

## Statutory and Policy Implications

16. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

## RECOMMENDATION/S

1) That the publication of the Adult and Community Learning Service Management Fees and Charges Policy 2014/15 be approved.

**Derek Higton**
**Service Director, Youth, Families and Cultural Services**

**For any enquiries about this report please contact:**

Judith Dey
Team Manager, Library and Community Learning
T: 0115 977 2875
E: judith.dey@nottscc.gov.uk

**Constitutional Comments (LM 03/11/14)**

17. The Culture Committee has delegated authority within the Constitution to approve the recommendations in the report.

**Financial Comments (KLA 03/11/14)**

18. There are no financial implications for the County Council arising directly from the recommendations in this report.

**Background Papers and Published Documents**

None.

**Electoral Division(s) and Member(s) Affected**

All.

C0510

Nottinghamshire County Council

**Report to Culture Committee**

**2 December 2014**

**Agenda Item: 9**

# REPORT OF THE SERVICE DIRECTOR, YOUTH, FAMILIES AND CULTURAL SERVICES

# 2014 VISITOR SATISFACTION SURVEY AT RUFFORD COUNTRY PARK

## Purpose of the Report

1. To inform the Committee of the outcome of the 2014 annual visitor satisfaction survey at Rufford Abbey Country Park.

## Information and Advice

2. The outcome of the 2014 annual visitor satisfaction survey at Rufford Abbey will be provided through a short presentation at the Committee meeting.

3. Members will have the opportunity to ask questions following the presentation.

### Other Options Considered

4. The Country Parks Service chooses to undergo annual external inspections and quality surveys in order to help to benchmark the quality of the visitor offer and to maintain high standards.

### Reason/s for Recommendation/s

5. To bring to the attention of the Committee the success of Nottinghamshire's busiest country park site in terms of meeting visitors' expectations.

## Statutory and Policy Implications

6. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

## RECOMMENDATION/S

1) That the outcome of the 2014 annual visitor satisfaction survey at Rufford Abbey Country Park be noted.

**Derek Higton**
**Service Director, Youth Families and Cultural Services**

**For any enquiries about this report please contact:**

Linda Hardy
Visitor Services Manager
T: 01623 821328
E: linda.hardy@nottscc.gov.uk

**Constitutional Comments**

7. As this report is for noting only, no Constitutional Comments are required.

**Financial Comments (KLA 17/11/14)**

8. There are no financial implications arising directly from this report.

**Background Papers and Published Documents**

Except for previously published documents, which will be available elsewhere, the documents listed here will be available for inspection in accordance with Section 100D of the Local Government Act 1972.

Survey of Visitors August 2014 – Rufford Abbey Country Park

**Electoral Division(s) and Member(s) Affected**

All.

C0522

Nottinghamshire County Council

**Report to Culture Committee**

**2 December 2014**

**Agenda Item: 10**

**REPORT OF SERVICE DIRECTOR YOUTH, FAMILIES & CULTURAL SERVICES**

**SUMMER READING CHALLENGE 2014**

## Purpose of the Report

1. To update Members on the Summer Reading Challenge 2014 reading initiative.

## Information and Advice

2. The Summer Reading Challenge is the UK's biggest national reading initiative which is aimed at children aged 4 – 11 years old. The Challenge is an annual event, now in its 16th year, and involves 98% of UK local authorities and is led by public libraries. It is co-ordinated nationally by voluntary sector partner The Reading Agency.

3. Children are invited to read six books of their choice during the summer. They join at their local library and a themed membership pack gets them started. There are stickers and rewards to collect along the way with a medal and certificate if they read six books. The Challenge is designed for children of all reading abilities. They can read any books they like – fact books, stories, joke books, picture books – it is up to them.

4. Each year the Summer Reading Challenge has a different theme. The 2014 theme was Mythical Maze where children were challenged to find their way around a labyrinth that introduced them to fantastical creatures from the world of legend and mythology.

5. The combination of fun, freedom and creativity impacts significantly on children's reading levels, range, motivation and confidence. Taking part in the Summer Reading Challenge helps prevent the 'summer reading dip' in achievement when children without reading opportunities at home over the long summer break from school traditionally lose ground in their reading.

6. The Summer Reading Challenge directly supports the Reading for Pleasure element of the new Primary Curriculum through this sustained encouragement of reading through the summer holiday.

7. In order to keep children motivated library staff and volunteers are on hand to provide advice, encouragement and support and there are linked activities to encourage families into libraries during the summer. There is also an interactive Summer Reading Challenge website full of activities to keep children engaged and motivated to keep reading.

8. Libraries work closely with schools and each year library staff promote the Challenge to schools in the summer term. Invitations are provided for children to take home to encourage families to take part.

9. The Challenge was run in all Nottinghamshire libraries from 12 July – 7 September 2014.

10. Key achievements include:

- 9,611 children took part in this year's Challenge
- 5,239 children completed the Challenge by reading six books (55%) matching last year's completion rate
- the highest number of children taking part was in the 4 - 7 years age group (52%); the second biggest age group was 8 - 11 year olds (41%)
- boys accounted for 43% of children signing up for the challenge and 43% of children completing
- 99 children joined as library members in order to take part
- an estimated 35,958 books were read as part of the Challenge
- 190 activities for children were held in libraries throughout the six week holiday
- 3,900 children attended activities
- 103 volunteers helped in 19 libraries giving 1,752 volunteer hours
- children borrowed over 250,000 books between 5 July and 13 September.

11. The countywide breakdown of Nottinghamshire children participating in the Summer Reading Challenge this year was:

| | |
|---|---|
| Ashfield | 1,193 children |
| Bassetlaw | 1,058 children |
| Broxtowe | 1,314 children |
| Gedling | 1,188 children |
| Mansfield | 1,103 children |
| New | 1,656 children |
| Rushcliffe | 2,099 children |

12. The number of children registering for the Challenge was down slightly compared to last year (6%) and the total number of finishers was down by 7%. However the completion rate was comparable to last year at 55%.

13. Evaluation was overwhelmingly positive. Parents and carers thought that the incentives were motivational; children loved the stickers, wristbands and medals. It encouraged children and families to borrow more books and reminded children and families to use the library more. It has also encouraged children to read a wider range of books and motivated children who already enjoy reading to read more. Comments received from parents and carers include:

*"The reading challenge is a great help and encourages my children to read more often – last year my daughter moved up in her reading group at school as a result of the challenge" (parent of children aged 4 & 7)*

*"A fantastic opportunity to inspire kids to read. My children are already keen readers but this took them to the next level – sneaking off early to bed so they could read under the covers and complete the challenge!" (parent of children aged 7 & 8)*

*"What a brilliant way to encourage children to enjoy reading and get rewards. My children have loved coming to the library" (parent of children aged 2, 5 & 7)*

*"The mythical maze was fantastic. It really inspired my little boy to read even more and try out some new and different books. I'll be recommending it to everyone" (parent of child aged 7)*

*"We love doing the Summer Reading Challenge – finding, exploring and sharing new books together. Thanks!" (parent of children aged 5, 8 & 10)*

14. Comments received from children include:

*"I think Mythical Maze was an awesome experience for me and my brother and sister. It helped them to read more. We really enjoyed collecting the cards" (child aged 9)*

*"It was brilliant! It made me read a lot more than I do usually. My favourite book was dinosaurs; because I learnt loads of facts I didn't know" (child aged 9)*

*"I enjoyed it because it got me to read new authors" (child aged 10)*

*"I thought the Mythical Maze is AMAZING because I don't normally finish books but this has made me finish loads of books. I really enjoyed reading over the summer! (child aged 10)*

*"It was cool – getting to six books was the best bit, because it felt good to finish" (child aged 9)*

15. Nottinghamshire County Council Chairman, Councillor Pauline Allan, presented a Summer Reading Challenge awards event at Mansfield Central Library on 19 October, where some of the successful children from across the County who took part this year were invited to receive awards and represent their library. Presentations were also made to volunteers, thanking them for their time and effort. Children and volunteers were entertained by a performance by author and poet John Dougherty and enjoyed a Mythical Maze celebration cake.

16. Using The Reading Agency's Summer Reading Challenge enables the Library Service to deliver a high quality, well developed reading product which is evaluated on a national scale. The scheme benefits from economies of scale as it involves the majority of UK local authorities which makes it a cost effective means of delivering a reading scheme in libraries.

17. The Challenge is now a prioritised programme within the Universal Reading Offer strategy developed with the Society of Chief Librarians which Nottinghamshire has signed up to.

18. The Summer Reading Scheme is a successful way to encourage children to read for pleasure. The Department for Education in 2012[1] stated that research shows the benefits of reading for pleasure are numerous and include:

- children who say they enjoy reading for pleasure are more likely to score well on reading assessments compared to pupils who said they enjoyed reading less
- regularly reading stories or novels outside of school is associated with higher scores in reading assessments
- there is some evidence to show that the activity is a more important determinant of children's educational success than their family's socio-economic status
- it can have a positive impact on pupils' emotional and social behaviour
- it can have a positive impact on text comprehension and grammar
- positive reading attitudes are associated with reading more later in life and having increased general knowledge.

19. The Summer Reading Challenge theme for 2015 will be linked to Guinness World Records™ (GWR), the global authority in record breaking achievements and publishers of the annual Guinness World Records™ book. GWR's mission is around inspiring and celebrating achievement and personal best, which reflects the ethos of the Summer Reading Challenge. With a strong appeal to boys, the theme will also help encourage information skills, engage reluctant readers and inspire wider reading.

**Other Options Considered**

20. The report is for information only.

**Reason/s for Recommendation/s**

21. The report is for information only.

## Statutory and Policy Implications

22. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

**Implications for Service Users**

23. The Summer Reading Challenge is a reading scheme that is available to all children of the target age via Nottinghamshire's public library network. Customer satisfaction with the scheme is excellent.

[1] Education Standards Research Team (2012). Evidence for Reading for Pleasure. ESARD

## RECOMMENDATION/S

1) That the update on the Summer Reading Challenge 2014 reading initiative be noted.

**Derek Higton**
**Service Director Youth, Families and Cultural Services**

**For any enquiries about this report please contact:**

Carol Newman
Team Manager, Reading & Programmes and Mansfield Locality
Tel. 0115 982 9040
E: carol.newman@nottscc.gov.uk

**Constitutional Comments**

24. As this report is for noting only no Constitutional Comments are required

**Financial Comments (KLA 31/10/14)**

25. There are no financial implications arising directly from this report.

**Background Papers and Published Documents**

None.

**Electoral Division(s) and Member(s) Affected**

All.

C0512

Nottinghamshire County Council

**Report to Culture Committee**

**2 December 2014**

**Agenda Item: 11**

# REPORT OF CORPORATE DIRECTOR, POLICY, PLANNING AND CORPORATE SERVICES

# WORK PROGRAMME

## Purpose of the Report

1. To consider the Committee's work programme for 2014/15.

## Information and Advice

2. The County Council requires each committee to maintain a work programme. The work programme will assist the management of the committee's agenda, the scheduling of the committee's business and forward planning. The work programme will be updated and reviewed at each pre-agenda meeting and committee meeting. Any member of the committee is able to suggest items for possible inclusion.

3. The **attached** work programme has been drafted in consultation with the Chairman and Vice-Chairman, and includes items which can be anticipated at the present time. Other items will be added to the programme as they are identified.

### Other Options Considered

4. None.

### Reason for Recommendations

5. To assist the committee in preparing its work programme.

## Statutory and Policy Implications

6. This report has been compiled after consideration of implications in respect of crime and disorder, finance, human resources, human rights, the NHS Constitution (Public Health only), the public sector equality duty, safeguarding of children and vulnerable adults, service users, sustainability and the environment and ways of working and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

## RECOMMENDATION/S

That the Committee's work programme be noted, and consideration be given to any changes which the Committee wishes to make.

**Jayne Francis-Ward**
**Corporate Director, Policy, Planning and Corporate Services**

**For any enquiries about this report please contact:**

Pete Barker
Democratic Services Officer
T: 0115 977 4416

**Constitutional Comments (HD)**

7. The Committee has authority to consider the matters set out in this report by virtue of its terms of reference.

**Financial Comments (PS)**

8. There are no financial implications arising directly from this report.

**Background Papers**

Except for previously published documents, which will be available elsewhere, the documents listed here will be available for inspection in accordance with Section 100D of the Local Government Act 1972.

None.

**Electoral Division(s) and Member(s) Affected**

All.

**CULTURE COMMITTEE - WORK PROGRAMME 2014-15**

| Report Title | Brief summary of agenda item | Lead Officer | Report Author |
|---|---|---|---|
| **13 January 2015** | | | |
| Service update | For noting | Derek Higton/Sally Gill | Various |
| Fees and Charges 2015/16 – Country Parks and Green Estate | Annual determination & response to petition | Derek Higton | Steve Bradley |
| Future management arrangements for Rufford Country Park | | Derek Higton | Steve Bradley |
| A Strategy for Nottinghamshire Libraries (six monthly progress report Jul to Dec 2014) | For noting | Derek Higton | Peter Gaw/Linda Turner |
| Libraries, Arts, Archives, Information and Community Learning – new operating model | | Derek Higton | Peter Gaw |
| Strategic Events Programme 2015 | For noting | Derek Higton | Peter Gaw/Steve Bradley |
| Establishment of Community Heritage Officer post | For decision | Derek Higton | Linda Hardy |
| Heritage Tourism – Year 1 update | | Sally Gill | Heather Stokes |
| Biodiversity Offsetting – final report | | Sally Gill | Heather Stokes |
| Work programme | | | |
| **3 March 2015** | | | |
| Service update | For noting | Derek Higton/Sally Gill | Various |
| Performance reporting (Quarter 3) | For noting | Derek Higton | Maggie Pape |
| Annual review of the County Council Cultural Strategy | | Derek Higton | Peter Gaw |
| Cultural Services Strategic Events Programme | | Derek Higton | Peter Gaw/Steve Bradley |
| Arm's Length operating model – Libraries, Archives, Arts and Learning – Contract Award | | Derek Higton | Peter Gaw |
| Work programme | | | |
| **28 April 2015** | | | |
| Service update | For noting | Derek Higton/Sally Gill | Various |
| ACLS Priorities for 2015/16 | | Peter Gaw | Judith Dey |
| Work programme | | | |

| **Report Title** | **Brief summary of agenda item** | **Lead Officer** | **Report Author** |
|---|---|---|---|
| **9 June 2015** | | | |
| Service update | For noting | Derek Higton/Sally Gill | Various |
| Performance reporting (2014/15) | For noting | Derek Higton | Maggie Pape |
| Outside bodies report | For noting | Derek Higton/Sally Gill | Various |
| Work programme | | | |
| **21 July 2015** | | | |
| Service update | For noting | Derek Higton/Sally Gill | Various |
| Work programme | | | |
| **To be placed** | | | |
| Sherwood Forest Visitor Centre – progress reports | | | |
| Idle Valley Management Board | Report from officer group | Sally Gill | Heather Stokes |
| Heritage Plan | | Sally Gill | Sally Gill |
| Green Estate Strategy – progress reports on delivery | | Derek Higton | Steve Bradley |
| Conservation Management Plan for Rufford Park | | Derek Higton | Steve Bradley |