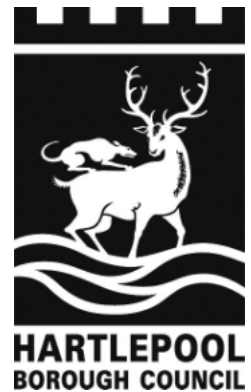


CULTURE, LEISURE AND TOURISM PORTFOLIO

DECISION SCHEDULE



Tuesday 21 February, 2012

at 10.00 a.m.

in Committee Room C, Civic Centre, Hartlepool

Councillor Hill, Cabinet Member responsible for Culture, Leisure and Tourism will consider the following items.

1. KEY DECISIONS

No items

2. OTHER ITEMS REQUIRING DECISION

- 2.1 Block Booking Arrangements of Leisure Centre Sports Halls – *Director of Child and Adult Services*
- 2.2 Brierton Sports Centre Operating Arrangements – *Director of Child and Adult Services*
- 2.3 Tees Archaeology: The Archaeology Service for Teesside – *Director of Child and Adult Services*
- 2.4 Tees Valley Times: Art and Archaeology Explored Heritage Lottery Bid – *Director of Child and Adult Services*
- 2.5 Allotments – Devolved Management – *Assistant Director, Neighbourhood Services*

3. ITEMS FOR INFORMATION

- 3.1 Diversion of Public Footpath – Kipling Road – *Assistant Director, Neighbourhood Services*
- 3.2 Diversion of Public Footpath – Amerston Hill – *Assistant Director, Neighbourhood Services*

4. REPORTS FROM OVERVIEW OF SCRUTINY FORUMS

No items

CULTURE, LEISURE AND TOURISM PORTFOLIO

Report to Portfolio Holder

21st February 2012



Report of: Director of Child and Adult Services

Subject: BLOCK BOOKING ARRANGEMENTS OF LEISURE CENTRE SPORTS HALLS

SUMMARY

1. PURPOSE OF REPORT

The purpose of the report is to seek Portfolio Holder approval for the introduction of sports hall block bookings for individuals within the Leisure Centre facilities, effective 1st April 2012.

2. SUMMARY OF CONTENTS

The current policies and procedures for the booking of council leisure centre facilities have been in place since first adopted in 1987 with the opening of Mill House Leisure Centre as the town's first leisure centre facility.

Whilst these have been previously reviewed in the 1990's owing to compulsory competitive tendering, in 2002 when the Active Card was introduced and in 2006 with the addition of the Headland Sports Hall, they have not altered from the original set. A recent review of these however has identified a need to reconsider those relating to the block booking of the sports halls and perhaps bringing these more in line with others operated by different providers in Hartlepool as well as those across the region.

3. RELEVANCE TO PORTFOLIO MEMBER

Culture, Leisure and Tourism Portfolio includes Sport and Recreation.

4. TYPE OF DECISION

Non-Key.

5. DECISION MAKING ROUTE

Culture, Leisure and Tourism Portfolio, 21st February 2012.

6. DECISION(S) REQUIRED

The Portfolio Holder is recommended to:

- (i) Approve the revision to the leisure centre block booking arrangements for introduction from 1st April 2012.

Report of: Director of Child and Adult Services

Subject: BLOCK BOOKING ARRANGEMENTS OF LEISURE
CENTRE SPORTS HALLS

1. PURPOSE OF REPORT

- 1.1 The purpose of the report is to seek Portfolio Holder approval for the introduction of sports hall block bookings for individuals within the Leisure Centre facilities, effective 1st April 2012.

2. BACKGROUND

- 2.1 As the Portfolio Holder will be aware, the Leisure Centre facilities; more so Mill House Leisure Centre, have gone through significant improvements and change over recent years, most noticeably gaining the national quality accreditation scheme in Sports Facility Management “Quest”.
- 2.2 With the need to constantly seek improvement within the facilities, meet customer needs and increase income, it is important to continually examine policies, procedures and working practices and look at good practice elsewhere to ensure that improvement can be achieved.
- 2.3 As a consequence, a recent review of our booking policies has identified a need to reconsider those relating to the block booking of the sports halls and perhaps bringing these more in line with others operated by different providers in Hartlepool as well as those across the region.

3. CURRENT SITUATION IN RELATION TO BLOCK BOOKINGS

- 3.1 The booking policies for the leisure centre facilities have been in place since these were agreed by Council Members in 1987 when the facilities at the Mill House site were extended and opened as the town’s major Leisure Centre facility.
- 3.2 These were reviewed during the 1990’s when the facilities were subject to compulsory competitive tendering but did not alter at the time. Again these were reviewed when the Active Card was introduced in 2002 and the Headland Sports Hall was built in 2006 but to date, they have not altered from those policies and procedures originally set.
- 3.3 A block booking arrangement is typically one where facilities can be booked in advance for a set number of weeks, normally at premium rates. This gives distinct advantages to the hirer but can if over-used, prevent individual ad-hoc use of facilities. Whilst block bookings have always been available to Clubs and affiliated groups within Council leisure centre facilities, these have not been widely available to any other type of user.

- 3.4 Individuals are therefore not allowed to block book any activity areas at Mill House or the Headland Sports Hall and the only current advance booking options available to them are as follows.

For Active Card holders:-

- By phoning the sites seven days in advance at 10.00am and booking the required facilities on a first come first served basis. This does not however always guarantee the individual being able to book their first preference.
 - For any bookings less than 7 days in advance, by phone again to check what is available and then making a booking based on the remaining availability.
- 3.5 For those individuals who are not Active Card holders, it is still possible to make bookings up to 3 days in advance, but these can be made in person only and have to be paid for at the time of booking.
- 3.6 In comparison to this, Clubs and affiliated groups can however block book facilities on their preferred days at the times they want without restriction, potentially putting regular customers who are our Active Card holders in a disadvantaged position.
- 3.7 There is significant competition for sports hall space amongst all user types and individual customers have questioned the current policy for block booking arrangements when enquiries have been made as to whether they are available or not. More recently we have also experienced a number of enquiries from clubs and affiliated groups who also wish to block book the sports facilities at peak times. These have been refused in preference of regular individual bookings to prevent a monopoly developing although technically, there is no reason why the clubs and affiliated groups should be declined other than to safeguard the availability of facilities for individuals.
- 3.8 On checking other sports facilities locally and regionally, the option for individuals to block book facilities is available elsewhere given that certain terms and conditions are met. Indeed, it is already available at Brierton Community Sports Centre which as the Portfolio Holder is aware, has recently come under the Council's management. This is only serving to cause further frustration amongst individual customers and Officers have drawn up some proposals for change as it is felt that it is required.

4. PROPOSED ARRANGEMENTS FOR INDIVIDUAL BLOCK BOOKINGS

- 4.1 As there is an increasing demand for the sports hall facilities, it is proposed to introduce block booking arrangements for individuals for the sports halls only under the following terms and conditions:-
- To be made available to Active Card members only. (Membership is renewed annually on 1st April).

- Individual Block Bookings will be available for a 6 month period; either 1st April to 30th September or 1st October to 31st March.
 - Space to a maximum of a 4 Court Hall to be available for block bookings (5aside, Basketball, Badminton x 4 courts etc.). Courts 5 and 6 at Mill House Leisure Centre would not be made available for block bookings to retain flexibility of hall space for other users.
 - No single court “Individual Block Bookings” will be taken.
 - All block bookings will be available during all opening hours.
 - A premium rate charge of £1.00 per 4 court booking will be levied against each individual block booking – e.g. 26 weeks @ 6.00pm to 7.00pm on a Wednesday will incur a £26.00 premium on top of the normal hire charge.
 - The block booking in its entirety can be cancelled at any time in writing with no penalty charges incurred provided that at least 14 days notice is given.
 - Cancellations of individual bookings must be made in writing eight days in advance, otherwise will be charged the full hire rate even if the courts are re-let.
- 4.2 This proposed model follows examples in place elsewhere and should provide equal accessibility as well as giving the opportunity to generate additional income.
- 4.3 There are obviously existing Active Card customers who regularly use the hall facilities on a weekly basis via the seven day advance booking system, therefore it is further proposed to offer these customers the first opportunity of securing facilities via a block booking arrangement.
- 4.4 The arrangements currently in place for clubs and affiliated groups will remain unchanged.

5. FINANCIAL CONSIDERATIONS

- 5.1 The cost of supporting the leisure facilities is reliant on our ability to be able to generate income as well as reduce costs. The more that can be generated, the greater the opportunity to reduce budget subsidies and it is believed that these changes will actually help to increase income.
- 5.2 Whilst this proposal does present the opportunity to be able to generate additional income, it also enhances the “offer” to Active Card holders and provides equity in comparison to clubs and groups already enjoying this advantage in our facilities

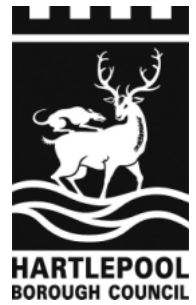
6. RECOMMENDATIONS

6.1 The Portfolio Holder is recommended to:

- (i) Approve the revision to the leisure centre block booking arrangements for introduction from 1st April 2012.

CONTACT OFFICER: John Mennear, Assistant Director, Community Services

Background Papers: None



CULTURE, LEISURE AND TOURISM PORTFOLIO

Report To Portfolio Holder
21st February 2012

Report of: Director of Child and Adult Services

Subject: BRIERTON SPORTS CENTRE OPERATING
ARRANGEMENTS

SUMMARY

1. PURPOSE OF REPORT

The management and operation of Brierton Sports Centre returned to Council control on December 23rd 2011. This occurred as a consequence of Dyke House School returning to their own school site following the early completion of their refurbishment works.

The report therefore serves to update the Portfolio Holder on the temporary operating arrangements currently in place and to seek approval for proposals relating to the future operation of the sports facilities as from April 1st 2012.

2. SUMMARY OF CONTENTS

The report gives details of the current opening hours and charging arrangements in place and makes proposals for the revision of these arrangements to come into effect from 1st April 2012. It also considers the impact of the revision of these arrangements on existing groups and clubs hiring the facilities and proposes arrangements to mitigate for any difficulties arising as a consequence.

3. RELEVANCE TO PORTFOLIO MEMBER

Culture, Leisure and Tourism Portfolio includes Sport and Recreation.

4. TYPE OF DECISION

Non-Key.

5. DECISION MAKING ROUTE

Culture, Leisure and Tourism Portfolio, 21st February, 2012.

6. DECISION(S) REQUIRED

The Portfolio Holder is recommended to:

- (i) Approve the revised opening hours for Brierton Sports Centre effective April 1st 2012 detailed in **Appendix 1** of the report.
- (ii) Approve the Sunday evening arrangements for the Badminton Club as detailed in Section 4.1.6 of the report and to review these arrangements in December 2012.
- (iii) Approve the revised fees and charges detailed in **Appendix 2** of the report for introduction from April 1st 2012.
- (iv) Note the impact of the revised charges on current hirers of facilities as detailed in **Appendix 3** and approve the new arrangements to be put in place from April 1st 2012.

Report of: Director of Child and Adult Services

Subject: BRIERTON SPORTS CENTRE OPERATING
ARRANGEMENTS

1. PURPOSE OF REPORT

- 1.1 As the Portfolio Holder is aware, the management and operation of Brierton Sports Centre returned to Council control on December 23rd 2011. This occurred as a consequence of Dyke House School returning to their own school site following the early completion of their refurbishment works.
- 1.2 The report therefore serves to update the Portfolio Holder on the temporary operating arrangements currently in place and to seek approval for proposals relating to the future operation of the sports facilities as from April 1st 2012.

2. BACKGROUND

- 2.1 Members have been briefed previously on the return of Brierton School as an asset to Hartlepool Borough Council. The Sports Centre's continued operation and a full strategic site report is planned in the future but owing to the strategic importance of the site in terms of the towns sporting infrastructure and the risk of reneging on lottery grant funding conditions, Members approved the return of the facilities to Council control; specifically as part of the Child & Adult Department's Sport & Recreation service.
- 2.2 The site's management arrangements were therefore formally transferred over to the Council on December 23rd 2011 and at the same time, any remaining sports staff not required at the Dyke House school site, were subject to a TUPE transfer and became Council employees.
- 2.3 An immediate decision was made regarding the sporting footprint of the site that would be retained for use and would continue to operate post December 23rd 2011. This was to include the sports centre facilities, the north gym, the dance studio and the playing fields whilst the future of the remaining facilities as well as that of the redundant school buildings were to be given further consideration as to their possible future use.

- 2.4 Whilst it was evident that a review of the operation of the site would be required, Officers within the Sport & Recreation service needed to first familiarise themselves with the site, its facilities and usage before any decisions could be made. In addition to this, a major change had already occurred with the facility no longer being required for school use and had, to all intents and purposes, become a major public facility virtually overnight. Consequentially, whilst parity with the other two Council leisure centre sites would be required, it was however agreed that the introduction of any changes potentially affecting any existing users of the Brierton facilities remaining in operation, would be delayed until April 1st 2012.

3. CURRENT SITUATION

3.1 Building Operation and Opening Hours

- 3.1.1 The operation of the site has been extremely difficult since the December 23rd handover. An immediate decision was made to keep the facilities closed during the Christmas and New Year period to enable Officers to take stock of the building and ensure that all the appropriate health and safety arrangements were in place to safeguard both customers and staff alike.
- 3.1.2 It has to be noted that the building, fixtures and fittings and associated documentation were not as they should have been on handover and thus it was fortuitous that a decision had been taken to keep the buildings closed for a short period. The Portfolio Holder will however be assured to know that these matters will be raised with Dyke House school.
- 3.1.3 Temporary opening hours were initially put in place set in accordance to agreed hire arrangements with existing users and wherever possible, to keep staff costs to a minimum. These hours are detailed in **Appendix 1**.
- 3.1.4 The site re-opened to the public on Tuesday 3rd January 2012. The first few days were initially very difficult for all concerned but through the transfer of equipment from other sites on a temporary basis and a lot of goodwill of staff (and not just those with a specific role at the site), we have been able to offer a service. The site is currently very busy on evenings and weekends but daytime use now has to be developed as a priority.

3.2 Staffing Arrangements

- 3.2.1 Initially due to the Council's recruitment freeze, it was not possible to employ any additional staff and secondments from other areas of the Sport & Recreation service were offered. This had limited success with only one member of staff seconded from Mill House Leisure Centre,

thus the case was made to recruit for a site manager at the earliest opportunity. In the interim, the remaining gaps in staffing were to be filled by using relief staff working on an 'as and when required' basis.

- 3.2.2 The staff concerned have been working under very difficult circumstances but have worked extremely hard to ensure that we have been able to offer a service at the site. We have now also appointed to the Senior Assistant Manager post who will be the senior manager responsible for the site and we are continuing to consider what the remaining staffing arrangements should be moving forward. This may result in a review and restructure in the future.

3.3 Activity Charges for use of Centre

- 3.3.1 As previously referred to in paragraph 2.4 of the report, whilst parity with the other two Council leisure centre sites would be required, it was agreed that the existing charging arrangements of the Centre set by Dyke House school, would remain in place until March 31st 2012.
- 3.3.2 However, to ensure equity for all users of Council leisure centre facilities, it was recognised that from April 1st 2012 that prices previously set for leisure centre activities would also be introduced at Brierton. This would enable for the introduction of the Active Card scheme at the site as well as allow for the extended use of the leisure centre computerised till and booking system Torex, although IT links are yet to be established. At present, a manual booking system is in operation.

4. PROPOSED ARRANGEMENTS

4.1 Revised Opening Hours

- 4.1.1 As the Portfolio Holder will be aware, the staffing of our facilities is the most expensive cost centre of our operation and opening hours need to be set in accordance with customer demand, ensuring that income generated can to a large extent cover some of this cost.
- 4.1.2 The existing weekday opening hours at both Mill House Leisure Centre and the Headland Sports Hall are standardised to provide facilities to the public between 9.00am and 10.00pm. However at Mill House, early morning swimming and gym provision is made to cater for customers wishing to use facilities early morning and these sessions are well patronised.
- 4.1.3 Similarly, Brierton Sports Centre has a good customer base for the early morning use of the fitness facilities. In addition to this, Brierton also provides an area for Scallywags Nursery school to conduct its operation from and again, is a popular provision. As a consequence, it is proposed to implement a similar set of standardised weekday

opening hours for Brierton but continue to offer the early morning use of the fitness room as well as accommodate the needs of Scallywags.

- 4.1.4 As the outdoor facilities are used heavily at weekends, it is proposed to implement slightly longer operating hours at Brierton in comparison with our other sites meaning that the centre will operate from 9.00am to 5.00pm on Saturdays and Sundays.
- 4.1.5 However, one of the main users of the site is the Badminton Club who have used the facilities since it first opened in 2002 and who make seasonal use of the Sports Hall until 10.00pm on a Sunday. Unfortunately, there is little other use of the facilities at this time and the income generated from the Club by no means warrants keeping the full facility staffed and open to the public at these times.
- 4.1.6 Officers however are very conscious of the need to accommodate the Club and therefore propose to have one member of staff on duty only to provide access to the Club but to keep the Centre in general closed to the public beyond 5.00pm. Whilst Club members will be in the Centre, to mitigate for having only one member of staff on duty, it is intended to make use of "Home Call", a single worker monitoring system recommended by our Health & Safety colleagues that will enable that individual to maintain essential contact.
- 4.1.7 The proposed opening hours effective from April 1st 2012 are therefore summarised and attached at **Appendix 1**. Officers would however propose to review the accommodation of the Badminton Club on Sundays in December 2012 to ensure that this arrangement is still working successfully for both parties concerned.

4.2 Revised Activity Charges

- 4.2.1 At the meeting of the Culture, Leisure and Tourism Portfolio held on Tuesday 10th January 2012, the Portfolio Holder approved the revised Activity Charges for leisure centre use effective April 1st 2012.
- 4.2.2 As Brierton offers the same range of facilities, it is proposed to adopt these as well to ensure that there is parity between all Council facilities. Brierton however offers two unique activity areas in the North Gym and the Dance Studio and these activity charges will require to be set for the first time.
- 4.2.3 The proposed charges and including those already adopted for leisure centre use are therefore attached for approval at **Appendix 2**.
- 4.2.4 Officers are however conscious of the potential impact that the revised charges may have on existing organisations who hire the facilities from April 1st. This is attached at **Appendix 3**.

This appendix contains exempt information under Schedule 12A of the Local Government Act 1972, (as amended by the Local Government (Access to Information)(Variation) Order 2006) namely (paragraph 3), information relating to the financial or business affairs of any particular person (including the authority holding that information).

- 4.2.5 For individual users of the facilities, there will inevitably be some price variation to those charges currently levied at Brierton. Some users will experience some increases; however others will experience a decrease but none of these are of particular significance.
- 4.2.6 A membership system is currently in operation at Brierton and it is proposed to withdraw this to allow for the introduction of the Active Card from April 1st 2012. For those individuals whose existing membership is due to run beyond April 1st, Officers will ensure that appropriate transitional arrangements are put in place to minimise any impact.

5 FINANCIAL IMPLICATIONS

- 5.1 It is early days for the operation of the site and much is still unknown as to the running costs of the site as well as the potential to income generate.
- 5.2 At present, a £100k budgetary pressure has been identified for 2012/13 but the true subsidy required; that is the gap between operating costs and income will not be known until after a full year of operation. In addition to this, there are the additional site cost implications to consider and Officers across the Authority are currently calculating what these are estimated to be.
- 5.3 What is known however from our other leisure centre sites are that they are expensive to staff and there is a need to set the opening hours and activity charges in accordance with what is affordable and the potential to generate sufficient income. The proposals are also in accordance with what is already in place at our other sites.

6. RECOMMENDATIONS

- 6.1 The Portfolio Holder is recommended to:
- (i) Approve the revised opening hours for Brierton Sports Centre effective April 1st 2012 detailed in **Appendix 1** of the report.
 - (ii) Approve the Sunday evening arrangements for the Badminton Club as detailed in Section 4.1.6 of the report and to review these arrangements in December 2012.

- (iii) Approve the revised fees and charges detailed in **Appendix 2** of the report for introduction from April 1st 2012.
- (iv) Note the impact of the revised charges on current hirers of facilities as detailed in **Appendix 3** and approve the new arrangements to be put in place from April 1st 2012.

CONTACT OFFICER: Pat Usher, Head of Sport and Recreation

Background Papers: Culture, Leisure and Tourism Portfolio 10th January 2012 – Fees and Charges Increases for 2012/13.

2.2 Appendix 1

Brierton Sports Centre – Present Opening Hours

Monday to Thursday	8.00am – 10.00pm
Friday	8.00am – 9.00pm
Saturday	9.00am – 7.00pm
Sunday	9.00am – 10.00pm

Brierton Sports Centre – Proposed Opening Hours From 1st April 2012

Monday to Friday	8.00am – 10.00pm
Saturday	9.00am – 5.00pm
Sunday	9.00am – 5.00pm

LEISURE CENTRE CHARGES 2012/13	ITEM	Charge to customer 2012/2013 £ @ 20% vat	2012/13 charge net of VAT
SECTION: MILL HOUSE LEISURE CENTRE			
Spectator Admission	Casual- Adult	£1.05	0.88
Spectator Admission	Casual- Junior	£0.55	0.46
Spectator Admission	Member- Adult	£0.00	-
Spectator Admission	Member- Junior	£0.00	-
Spectator Admission	Concession- Adult	£0.00	-
Spectator Admission	Concession- Junior	£0.00	-
Swimming Single Admission	Casual- Adult	£3.40	2.83
Swimming Single Admission	Casual Over 60's	£2.80	2.33
Swimming Single Admission	Casual- Junior	£2.30	1.92
Swimming Single Admission	Member- Adult	£2.70	2.25
Swimming Single Admission	Member Over 60's	£2.20	1.83
Swimming Single Admission	Member- Junior	£1.90	1.58
Swimming Single Admission	Concession- Adult	£1.70	1.42
Swimming Single Admission	Concession Over 60's	£1.60	1.33
Swimming Single Admission	Concession- Junior	£1.40	1.17
Swimming Season Ticket (12 months)	Casual- Adult		-
Swimming Season Ticket (12 months)	Casual- Junior		-
Swimming Season Ticket (12 months)	Member- Adult	£150.00	125.00
Swimming Season Ticket (12 months)	Member- Junior	£103.00	85.83
Swimming Season Ticket (12 months)	Concession- Adult	£111.00	92.50
Swimming Season Ticket (12 months)	Concession- Junior	£83.50	69.58
Swimming Season Ticket (6 months)	Casual- Adult		-
Swimming Season Ticket (6 months)	Casual- Junior		-
Swimming Season Ticket (6 months)	Member- Adult	£94.50	78.75
Swimming Season Ticket (6 months)	Member- Junior	£69.50	57.92
Swimming Season Ticket (6 months)	Concession- Adult	£67.00	55.83
Swimming Season Ticket (6 months)	Concession- Junior	£53.00	44.17
Squash/Racketball (40 mins)	Casual- Adult	£6.20	5.17
Squash/Racketball (40 mins)	Casual- Junior	£4.50	3.75
Squash/Racketball (40 mins)	Member- Adult	£5.40	4.50
Squash/Racketball (40 mins)	Member- Junior	£4.10	3.42
Squash/Racketball (40 mins)	Concession- Adult	£3.40	2.83
Squash/Racketball (40 mins)	Concession- Junior	£2.70	2.25
Badminton (60 mins)	Casual- Adult	£7.70	6.42
Badminton (60 mins)	Casual- Junior	£5.70	4.75
Badminton (60 mins)	Member- Adult	£6.70	5.58
Badminton (60 mins)	Member- Junior	£4.90	4.08
Badminton (60 mins)	Concession- Adult	£3.60	3.00
Badminton (60 mins)	Concession- Junior	£3.00	2.50
5-A-Side (60 mins)	Casual- Adult	£39.00	32.50
5-A-Side (60 mins)	Casual- Junior	£26.20	21.83
5-A-Side (60 mins)	Member- Adult	£32.80	27.33
5-A-Side (60 mins)	Member- Junior	£22.10	18.42
5-A-Side (60 mins)	Concession- Adult	£21.50	17.92
5-A-Side (60 mins)	Concession- Junior	£14.90	12.42
Netball (60 mins)	Casual- Adult	£39.00	32.50
Netball (60 mins)	Casual- Junior	£26.20	21.83
Netball (60 mins)	Member- Adult	£32.80	27.33
Netball (60 mins)	Member- Junior	£22.10	18.42
Netball (60 mins)	Concession- Adult	£21.50	17.92
Netball (60 mins)	Concession- Junior	£14.90	12.42
Hockey (60 mins)	Casual- Adult	£39.00	32.50
Hockey (60 mins)	Casual- Junior	£26.20	21.83
Hockey (60 mins)	Member- Adult	£32.80	27.33
Hockey (60 mins)	Member- Junior	£22.10	18.42
Hockey (60 mins)	Concession- Adult	£21.50	17.92
Hockey (60 mins)	Concession- Junior	£14.90	12.42
Basketball - Full Court (60 mins)	Casual- Adult	£39.00	32.50
Basketball - Full Court (60 mins)	Casual- Junior	£26.20	21.83
Basketball - Full Court (60 mins)	Member- Adult	£32.80	27.33
Basketball - Full Court (60 mins)	Member- Junior	£22.10	18.42
Basketball - Full Court (60 mins)	Concession- Adult	£21.50	17.92
Basketball - Full Court (60 mins)	Concession- Junior	£14.90	12.42
Basketball - Practice Court (60 mins)	Casual- Adult	£7.70	6.42
Basketball - Practice Court (60 mins)	Casual- Junior	£5.70	4.75
Basketball - Practice Court (60 mins)	Member- Adult	£6.70	5.58
Basketball - Practice Court (60 mins)	Member- Junior	£4.90	4.08
Basketball - Practice Court (60 mins)	Concession- Adult	£3.60	3.00
Basketball - Practice Court (60 mins)	Concession- Junior	£3.00	2.50
Karate Court (60 mins)	Casual- Adult	£7.70	6.42
Karate Court (60 mins)	Casual- Junior	£5.70	4.75
Karate Court (60 mins)	Member- Adult	£6.70	5.58
Karate Court (60 mins)	Member- Junior	£4.90	4.08
Karate Court (60 mins)	Concession- Adult	£3.60	3.00

LEISURE CENTRE CHARGES 2012/13	ITEM	Charge to customer 2012/2013 £ @ 20% vat	2012/13 charge net of VAT
Karate Court (60 mins)	Concession- Junior	£3.00	2.50
AWP Hire (60 mins)	Casual- Adult	£8.20	6.83
AWP Hire (60 mins)	Casual- Junior	£4.60	3.83
AWP Hire (60 mins)	Member- Adult	£7.20	6.00
AWP Hire (60 mins)	Member- Junior	£4.10	3.42
AWP Hire (60 mins)	Concession- Adult	£3.40	2.83
AWP Hire (60 mins)	Concession- Junior	£2.30	1.92
AWP and Floods Hire (60 mins)	Casual- Adult	£9.20	7.67
AWP and Floods Hire (60 mins)	Casual- Junior	£5.70	4.75
AWP and Floods Hire (60 mins)	Member- Adult	£8.20	6.83
AWP and Floods Hire (60 mins)	Member- Junior	£5.20	4.33
AWP and Floods Hire (60 mins)	Concession- Adult	£3.90	3.25
AWP and Floods Hire (60 mins)	Concession- Junior	£2.80	2.33
Table Tennis (60 mins)	Casual- Adult	£5.00	4.17
Table Tennis (60 mins)	Casual- Junior	£3.60	3.00
Table Tennis (60 mins)	Member- Adult	£4.60	3.83
Table Tennis (60 mins)	Member- Junior	£3.30	2.75
Table Tennis (60 mins)	Concession- Adult	£2.80	2.33
Table Tennis (60 mins)	Concession- Junior	£1.80	1.50
Volleyball (60 mins)	Casual- Adult	£24.30	20.25
Volleyball (60 mins)	Casual- Junior	£16.80	14.00
Volleyball (60 mins)	Member- Adult	£20.30	16.92
Volleyball (60 mins)	Member- Junior	£15.10	12.58
Volleyball (60 mins)	Concession- Adult	£12.70	10.58
Volleyball (60 mins)	Concession- Junior	£10.20	8.50
Cricket Nets (120 mins)	Casual- Adult	£28.40	23.67
Cricket Nets (120 mins)	Casual- Junior	£21.40	17.83
Cricket Nets (120 mins)	Member- Adult	£22.40	18.67
Cricket Nets (120 mins)	Member- Junior	£16.40	13.67
Cricket Nets (120 mins)	Concession- Adult	£14.20	11.83
Cricket Nets (120 mins)	Concession- Junior	£10.20	8.50
Health Suite (120 mins)	Casual- Adult	£5.70	4.75
Health Suite (120 mins)	Member- Adult	£4.60	3.83
Health Suite (120 mins)	Concession- Adult	£3.60	3.00
Fitness Room Use (60 mins)	Member- Adult	£3.60	3.00
Fitness Room Use (60 mins)	Concession- Adult	£1.80	1.50
Swim Lessons (12 weeks x 30 mins)	Casual- Adult	£42.00	42.00
Swim Lessons (12 weeks x 30 mins)	Casual- Junior	£32.50	32.50
Swim Lessons (12 weeks x 30 mins)	Member- Adult	£37.00	37.00
Swim Lessons (12 weeks x 30 mins)	Member- Junior	£28.50	28.50
Swim Lessons (12 weeks x 30 mins)	Concession- Adult	£28.50	28.50
Swim Lessons (12 weeks x 30 mins)	Concession- Junior	£23.00	23.00
Instructed Fitness Class (60 mins)	Casual- Adult	£4.60	4.60
Instructed Fitness Class (60 mins)	Juniors treated separately		-
Instructed Fitness Class (60 mins)	Member- Adult	£3.60	3.60
Instructed Fitness Class (60 mins)	Juniors treated separately		-
Instructed Fitness Class (60 mins)	Concession- Adult	£2.10	2.10
Instructed Fitness Class (60 mins)	Juniors treated separately	£0.00	-
Aquarobics Class Peak (60 mins)	Casual- Adult	£4.60	4.60
Aquarobics Class Peak (60 mins)	Member	£3.60	3.60
Aquarobics Class Peak (60 mins)	Concession- Adult	£2.10	2.10
Roller Disco	Casual- Junior entry	£0.00	-
Roller Disco	Skate hire	£0.00	-
Roller Disco	Member- Junior entry	£0.00	-
Roller Disco	Skate hire	£0.00	-
Roller Disco	Concession- Junior entry	£0.00	-
Roller Disco	Skate hire	£0.00	-
Pool Hire (60 mins)	Whole Pool Hall	£66.70	55.58
Pool Hire (60 mins)	Small Pool	£20.50	17.08
Pool Hire (60 mins)	Main Pool - 33.3 only	£41.00	34.17
Pool Hire (60 mins)	Diving Bay inc. Diving Boards (25m end)	£25.60	21.33
Pool Hire (60 mins)	Slide	£15.40	12.83
Pool Hire (60 mins)	Lane Hire 33m	£10.30	8.58
Pool Hire (60 mins)	Lane Hire 25m	£6.50	5.42
Pool Hire - Private (60 mins)	Whole Pool Hall	£82.00	68.33
Pool Hire - Private (60 mins)	Small Pool	£30.80	25.67
Pool Hire - Private (60 mins)	Main Pool - 33.3 only	£51.30	42.75
Pool Hire - Private (60 mins)	Diving Bay inc. Diving Boards (25m end)	£35.90	29.92
Pool Hire - Private (60 mins)	Slide	£20.50	17.08
Pool Hire - Private (60 mins)	Lane Hire	£13.30	11.08
Fitness Room Hire (60 mins)	Club	£36.00	30.00
Fitness Room Hire (60 mins)	Private	£51.50	42.92
Whole Hall Hire (60 mins)	Club	£49.20	41.00
Whole Hall Hire (60 mins)	Private	£61.50	51.25
Half Hall Hire (60 mins)	Club	£26.70	22.25
Half Hall Hire (60 mins)	Private	£32.80	27.33

LEISURE CENTRE CHARGES 2012/13	ITEM	Charge to customer 2012/2013 £ @ 20% vat	2012/13 charge net of VAT
Community Room Hire (60 mins)	Club	£9.80	8.17
Community Room Hire (60 mins)	Private	£12.30	10.25
Children's Parties (60 mins)	5-a-side	£22.10	18.42
Children's Parties (60 mins)	Ball Pool	£28.70	23.92
Children's Parties (60 mins)	Bouncy Castle	£24.60	20.50
Children's Parties (60 mins)	Pool Party (inc. staff)	£48.70	40.58
Superpasses	Bronze	£30.00	30.00
Superpasses	Silver	£35.00	35.00
Superpasses	Gold	£40.00	40.00
Equipment Hire	Casual- Adult	£1.70	1.42
Equipment Hire	Casual- Junior	£1.70	1.42
Equipment Hire	Member- Adult	£1.40	1.17
Equipment Hire	Member- Junior	£1.40	1.17
Equipment Hire	Concession- Adult	£1.00	1.00
Equipment Hire	Concession- Junior	£1.00	1.00
Locker Tokens		£0.20	
Leisure Card Membership	Adult	£11.30	9.42
Leisure Card Membership	Junior	£3.50	2.92
Leisure Card Membership	Family	£28.20	23.50
Leisure Card Membership	Concessionary	£2.30	1.92
SECTION: HEADLAND SPORTS HALL			
Badminton (60 mins)	Casual- Adult	£7.70	6.42
Badminton (60 mins)	Casual- Junior	£5.70	4.75
Badminton (60 mins)	Member- Adult	£6.70	5.58
Badminton (60 mins)	Member- Junior	£4.90	4.08
Badminton (60 mins)	Concession- Adult	£3.60	3.00
Badminton (60 mins)	Concession- Junior	£3.00	2.50
5-A-Side (60 mins)	Casual- Adult	£39.00	32.50
5-A-Side (60 mins)	Casual- Junior	£26.20	21.83
5-A-Side (60 mins)	Member- Adult	£32.80	27.33
5-A-Side (60 mins)	Member- Junior	£22.10	18.42
5-A-Side (60 mins)	Concession- Adult	£21.50	17.92
5-A-Side (60 mins)	Concession- Junior	£14.90	12.42
Netball (60 mins)	Casual- Adult	£39.00	32.50
Netball (60 mins)	Casual- Junior	£26.20	21.83
Netball (60 mins)	Member- Adult	£32.80	27.33
Netball (60 mins)	Member- Junior	£22.10	18.42
Netball (60 mins)	Concession- Adult	£21.50	17.92
Netball (60 mins)	Concession- Junior	£14.90	12.42
Hockey (60 mins)	Casual- Adult	£39.00	32.50
Hockey (60 mins)	Casual- Junior	£26.20	21.83
Hockey (60 mins)	Member- Adult	£32.80	27.33
Hockey (60 mins)	Member- Junior	£22.10	18.42
Hockey (60 mins)	Concession- Adult	£21.50	17.92
Hockey (60 mins)	Concession- Junior	£14.90	12.42
Basketball - Full Court (60 mins)	Casual- Adult	£39.00	32.50
Basketball - Full Court (60 mins)	Casual- Junior	£26.20	21.83
Basketball - Full Court (60 mins)	Member- Adult	£32.80	27.33
Basketball - Full Court (60 mins)	Member- Junior	£22.10	18.42
Basketball - Full Court (60 mins)	Concession- Adult	£21.50	17.92
Basketball - Full Court (60 mins)	Concession- Junior	£14.90	12.42
Basketball - Practice Court (60 mins)	Casual- Adult	£7.70	6.42
Basketball - Practice Court (60 mins)	Casual- Junior	£5.70	4.75
Basketball - Practice Court (60 mins)	Member- Adult	£6.70	5.58
Basketball - Practice Court (60 mins)	Member- Junior	£4.90	4.08
Basketball - Practice Court (60 mins)	Concession- Adult	£3.60	3.00
Basketball - Practice Court (60 mins)	Concession- Junior	£3.00	2.50
Table Tennis (60 mins)	Casual- Adult	£5.00	4.17
Table Tennis (60 mins)	Casual- Junior	£3.60	3.00
Table Tennis (60 mins)	Member- Adult	£4.60	3.83
Table Tennis (60 mins)	Member- Junior	£3.30	2.75
Table Tennis (60 mins)	Concession- Adult	£2.80	2.33
Table Tennis (60 mins)	Concession- Junior	£1.80	1.50
Volleyball (60 mins)	Casual- Adult	£24.30	20.25
Volleyball (60 mins)	Casual- Junior	£16.80	14.00
Volleyball (60 mins)	Member- Adult	£20.30	16.92
Volleyball (60 mins)	Member- Junior	£15.10	12.58
Volleyball (60 mins)	Concession- Adult	£12.70	10.58
Volleyball (60 mins)	Concession- Junior	£10.20	8.50
Cricket Nets (120 mins)	Casual- Adult	£28.40	23.67
Cricket Nets (120 mins)	Casual- Junior	£21.40	17.83
Cricket Nets (120 mins)	Member- Adult	£22.40	18.67
Cricket Nets (120 mins)	Member- Junior	£16.40	13.67
Cricket Nets (120 mins)	Concession- Adult	£14.20	11.83
Cricket Nets (120 mins)	Concession- Junior	£10.20	8.50

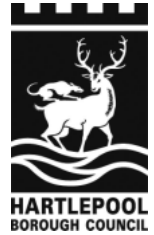
LEISURE CENTRE CHARGES 2012/13	ITEM	Charge to customer 2012/2013 £ @ 20% vat	2012/13 charge net of VAT
Fitness Room Use (60 mins)	Member- Adult	£3.60	3.00
Fitness Room Use (60 mins)	Concession- Adult	£1.80	1.50
Locker Tokens		£0.20	
Leisure Card Membership	Adult	£11.30	9.42
Leisure Card Membership	Junior	£3.50	2.92
Leisure Card Membership	Family	£28.20	23.50
Leisure Card Membership	Concessionary	£2.30	1.92
SECTION: BRIERTON SPORTS CENTRE			
Badminton (60 mins)	Casual- Adult	£7.70	6.42
Badminton (60 mins)	Casual- Junior	£5.70	4.75
Badminton (60 mins)	Member- Adult	£6.70	5.58
Badminton (60 mins)	Member- Junior	£4.90	4.08
Badminton (60 mins)	Concession- Adult	£3.60	3.00
Badminton (60 mins)	Concession- Junior	£3.00	2.50
5-A-Side (60 mins)	Casual- Adult	£39.00	32.50
5-A-Side (60 mins)	Casual- Junior	£26.20	21.83
5-A-Side (60 mins)	Member- Adult	£32.80	27.33
5-A-Side (60 mins)	Member- Junior	£22.10	18.42
5-A-Side (60 mins)	Concession- Adult	£21.50	17.92
5-A-Side (60 mins)	Concession- Junior	£14.90	12.42
Netball (60 mins)	Casual- Adult	£39.00	32.50
Netball (60 mins)	Casual- Junior	£26.20	21.83
Netball (60 mins)	Member- Adult	£32.80	27.33
Netball (60 mins)	Member- Junior	£22.10	18.42
Netball (60 mins)	Concession- Adult	£21.50	17.92
Netball (60 mins)	Concession- Junior	£14.90	12.42
Hockey (60 mins)	Casual- Adult	£39.00	32.50
Hockey (60 mins)	Casual- Junior	£26.20	21.83
Hockey (60 mins)	Member- Adult	£32.80	27.33
Hockey (60 mins)	Member- Junior	£22.10	18.42
Hockey (60 mins)	Concession- Adult	£21.50	17.92
Hockey (60 mins)	Concession- Junior	£14.90	12.42
Basketball - Full Court (60 mins)	Casual- Adult	£39.00	32.50
Basketball - Full Court (60 mins)	Casual- Junior	£26.20	21.83
Basketball - Full Court (60 mins)	Member- Adult	£32.80	27.33
Basketball - Full Court (60 mins)	Member- Junior	£22.10	18.42
Basketball - Full Court (60 mins)	Concession- Adult	£21.50	17.92
Basketball - Full Court (60 mins)	Concession- Junior	£14.90	12.42
Basketball - Practice Court (60 mins)	Casual- Adult	£7.70	6.42
Basketball - Practice Court (60 mins)	Casual- Junior	£5.70	4.75
Basketball - Practice Court (60 mins)	Member- Adult	£6.70	5.58
Basketball - Practice Court (60 mins)	Member- Junior	£4.90	4.08
Basketball - Practice Court (60 mins)	Concession- Adult	£3.60	3.00
Basketball - Practice Court (60 mins)	Concession- Junior	£3.00	2.50
Table Tennis (60 mins)	Casual- Adult	£5.00	4.17
Table Tennis (60 mins)	Casual- Junior	£3.60	3.00
Table Tennis (60 mins)	Member- Adult	£4.60	3.83
Table Tennis (60 mins)	Member- Junior	£3.30	2.75
Table Tennis (60 mins)	Concession- Adult	£2.80	2.33
Table Tennis (60 mins)	Concession- Junior	£1.80	1.50
Volleyball (60 mins)	Casual- Adult	£24.30	20.25
Volleyball (60 mins)	Casual- Junior	£16.80	14.00
Volleyball (60 mins)	Member- Adult	£20.30	16.92
Volleyball (60 mins)	Member- Junior	£15.10	12.58
Volleyball (60 mins)	Concession- Adult	£12.70	10.58
Volleyball (60 mins)	Concession- Junior	£10.20	8.50
Cricket Nets (120 mins)	Casual- Adult	£28.40	23.67
Cricket Nets (120 mins)	Casual- Junior	£21.40	17.83
Cricket Nets (120 mins)	Member- Adult	£22.40	18.67
Cricket Nets (120 mins)	Member- Junior	£16.40	13.67
Cricket Nets (120 mins)	Concession- Adult	£14.20	11.83
Cricket Nets (120 mins)	Concession- Junior	£10.20	8.50
AWP Hire (60 mins)	Casual- Adult	£8.20	6.83
AWP Hire (60 mins)	Casual- Junior	£4.60	3.83
AWP Hire (60 mins)	Member- Adult	£7.20	6.00
AWP Hire (60 mins)	Member- Junior	£4.10	3.42
AWP Hire (60 mins)	Concession- Adult	£3.40	2.83
AWP Hire (60 mins)	Concession- Junior	£2.30	1.92
AWP and Floods Hire (60 mins)	Casual- Adult	£9.20	7.67
AWP and Floods Hire (60 mins)	Casual- Junior	£5.70	4.75
AWP and Floods Hire (60 mins)	Member- Adult	£8.20	6.83
AWP and Floods Hire (60 mins)	Member- Junior	£5.20	4.33
AWP and Floods Hire (60 mins)	Concession- Adult	£3.90	3.25
AWP and Floods Hire (60 mins)	Concession- Junior	£2.80	2.33
Outdoor Basketball Court Hire (60 mins)	Casual- Adult	£8.20	6.83

LEISURE CENTRE CHARGES 2012/13	ITEM	Charge to customer 2012/2013 £ @ 20% vat	2012/13 charge net of VAT
Outdoor Basketball Court Hire (60 mins)	Casual- Junior	£4.60	3.83
Outdoor Basketball Court Hire (60 mins)	Member- Adult	£7.20	6.00
Outdoor Basketball Court Hire (60 mins)	Member- Junior	£4.10	3.42
Outdoor Basketball Court Hire (60 mins)	Concession- Adult	£3.40	2.83
Outdoor Basketball Court Hire (60 mins)	Concession- Junior	£2.30	1.92
Outdoor Tennis Court (60 mins)	Casual- Adult	£7.70	6.42
Outdoor Tennis Court (60 mins)	Casual- Junior	£5.70	4.75
Outdoor Tennis Court (60 mins)	Member- Adult	£6.70	5.58
Outdoor Tennis Court (60 mins)	Member- Junior	£4.90	4.08
Outdoor Tennis Court (60 mins)	Concession- Adult	£3.60	3.00
Outdoor Tennis Court (60 mins)	Concession- Junior	£3.00	2.50
Fitness Room Use (60 mins)	Member- Adult	£3.60	3.00
Fitness Room Use (60 mins)	Concession- Adult	£1.80	1.50
Locker Tokens		£0.20	
Fitness Room Hire (60 mins)	Club	£36.00	30.00
Fitness Room Hire (60 mins)	Private	£51.50	42.92
Whole Hall Hire (60 mins)	Club	£49.20	41.00
Whole Hall Hire (60 mins)	Private	£61.50	51.25
Half Hall Hire (60 mins)	Club	£26.70	22.25
Half Hall Hire (60 mins)	Private	£32.80	27.33
North Gym Hire (60 mins)	All users	£10.00	8.33
Dance Studio Hire (60 mins)	All Users	£9.00	7.50
Superpasses	Bronze	£30.00	30.00
Superpasses	Silver	£35.00	35.00
Superpasses	Gold	£40.00	40.00
Equipment Hire	Casual- Adult	£1.70	1.42
Equipment Hire	Casual- Junior	£1.70	1.42
Equipment Hire	Member- Adult	£1.40	1.17
Equipment Hire	Member- Junior	£1.40	1.17
Equipment Hire	Concession- Adult	£1.00	1.00
Equipment Hire	Concession- Junior	£1.00	1.00
Leisure Card Membership	Adult	£11.30	9.42
Leisure Card Membership	Junior	£3.50	2.92
Leisure Card Membership	Family	£28.20	23.50
Leisure Card Membership	Concessionary	£2.30	1.92

CULTURE, LEISURE AND TOURISM PORTFOLIO

Report to Portfolio Holder

21 February 2012



Report of: Director of Child and Adult Services

Subject: TEES ARCHAEOLOGY: THE ARCHAEOLOGY SERVICE FOR TEESSIDE

SUMMARY

1. PURPOSE OF REPORT

To provide an update on the situation of Tees Archaeology from April 2012 onwards.

2. SUMMARY OF CONTENTS

- 2.1 In 1974 an Archaeological Service was created by Cleveland County Council. In 1996 this was re-named 'Tees Archaeology: The Archaeology Service for Teesside' and it was agreed that this should be a shared service of the four unitary authorities of Hartlepool, Middlesbrough, Redcar & Cleveland and Stockton-on-Tees unitary authorities. Hartlepool became the lead authority and the service re-located to Sir Wm Gray House in Hartlepool where it is currently based.
- 2.2 Middlesbrough Borough Council and Redcar & Cleveland Borough Council have formally notified Hartlepool Borough Council of their intention to withdraw from Tees Archaeology from 1st April 2012.
- 2.3 The withdrawal of Middlesbrough and Redcar & Cleveland will reduce the budget contributions by half and will leave a significant shortfall.
- 2.4 It is proposed to address by seeking additional funded work and by looking to reduce salary costs through negotiations with the staff. The latter are ongoing and the union is involved in these.
- 2.5 A Protocol (**Appendix 1**) has been drawn up in conjunction with Hartlepool Borough Council Legal services in order to establish the approaches and actions leading up to and following the withdrawal of

Middlesbrough and Redcar & Cleveland Borough Councils from Tees Archaeology.

3. RELEVANCE TO PORTFOLIO MEMBER

Tees Archaeology is part of the Culture, Leisure and Tourism Portfolio

4. TYPE OF DECISION

Non-Key.

5. DECISION MAKING ROUTE

Culture, Leisure and Tourism Portfolio meeting of 21st February 2012.

6. DECISION REQUIRED

- 6.1 The Hartlepool Borough Council affirm their support of Tees Archaeology provided that a sustainable financial future can be established.
- 6.2 That Hartlepool Borough Council convey their thanks to Stockton Borough Council for their continued support of Tees Archaeology.
- 6.3 That Hartlepool Borough Council regret the actions of Middlesbrough and Redcar & Cleveland in withdrawing from the successful, long established shared service of Tees Archaeology and hope that they might reconsider this in the future.

Report of: Director of Child and Adult Services

Subject: TEES ARCHAEOLOGY: THE ARCHAEOLOGY
SERVICE FOR TEESSIDE

1. PURPOSE OF REPORT

To provide an update on the situation of Tees Archaeology from April 2012 onwards.

2. BACKGROUND

- 2.1 In 1974 an Archaeological Service was created by Cleveland County Council. In 1996 this was re-named 'Tees Archaeology: The Archaeology Service for Teesside' and it was agreed that this should be a shared service of the four unitary authorities of Hartlepool, Middlesbrough, Redcar & Cleveland and Stockton-on-Tees unitary authorities. Hartlepool became the lead authority and the service re-located to Sir Wm Gray House in Hartlepool where it is currently based.
- 2.2 The service is funded on a 'per capita' basis and is accountable to the partners through an annual Service Plan and quarterly liaison meetings. The service was subject to a Best Value Review in 2000 and emerged with the highest possible score.
- 2.3 In 2010 Tees Archaeology carried out an SDO review with the involvement of the partner authorities and this confirmed the high regard the service was held in by all concerned. Subsequently the service was further reviewed as part of the CSR process. These two 2010 reviews led to a reduction in the staff of the service from 5.5 FTE posts to 3 FTE posts by April 2011.
- 2.4 Tees Archaeology maintains a record of all the known archaeological sites in the area and this includes shipwrecks, buildings and artefacts. This data is held on a database linked to a GIS system and is known as the Historic Environment Record (HER). This is supported by extensive, paper, digital and photographic records and maps. It is a requirement of government policy as set out in PPS5: Planning for the Historic Environment that each local planning authority should either maintain or have access to a historic environment record (Policy HE2.2).
- 2.5 Tees Archaeology also monitors all development activity in the partner area and advises the local planning authority, utilities and other organisations on the potential archaeological impact of any development. It provides advice on strategies to reduce damage and monitors the

implementation of these strategies on behalf of the planning authorities. This allows the partners to fulfil a significant part of the responsibilities under PPS5.

- 2.6 Tees Archaeology holds a significant number of boxes of archaeological finds on behalf of its partner authorities. These are held in the archaeology store in Sir William Gray House.
- 2.7 Tees Archaeology also places a great importance on informing and involving members of the public, community groups and schools in the archaeology of the area. This is achieved through its website (www.teesarchaeology.com), guided walks, talks and variety of projects that allow local people to carry out archaeological work.

3. CURRENT SITUATION

- 3.1 In the summer of 2011 Middlesbrough and Redcar & Cleveland Borough Councils indicated that they were concerned at the cost of the service and were considering withdrawing from it.
- 3.2 Tees Archaeology provided a range of information to the authorities setting out their responsibilities under PPS5 and the implications of such an action. A range of proposals were also put forward setting out alternative levels of service at reduced costs.
- 3.3 Middlesbrough and Redcar & Cleveland have however maintained their position and have formally notified Hartlepool Borough Council of their intention to withdraw from the service from 1st April 2012.
- 3.4 Both Hartlepool and Stockton Borough Councils remain committed to the service. They believe that the model of a service shared successfully between four authorities for nearly 16 years is an indicator of what can be achieved if authorities work together and should not be discarded.

4. FINANCIAL CONSIDERATIONS

- 4.1 Tees Archaeology currently has a staff of three, Archaeology Officer, Archaeology Assistant (Planning) and Archaeology Assistant (Historic Environment Record). In addition to salary costs it pays for accommodation at Sir Wm Gray House and has a small budget.
- 4.2 The withdrawal of Middlesbrough and Redcar & Cleveland will reduce the budget contributions by half and leave a shortfall of c. £65,000.
- 4.3 It is believed that with a staff of three Tees Archaeology can provide a full service, but reducing the staffing any further would severely restrict its capacity to execute its functions and attract additional, funded work. It is therefore not intended to seek any redundancies at the moment but to

address the shortfall by seeking additional funded work and by looking to reduce salary costs through negotiations with the staff. The latter are ongoing and the union is involved in these.

5 LEGAL CONSIDERATIONS

- 5.1 A Protocol (**Appendix 1**) has been drawn up in conjunction with Hartlepool Borough Council Legal services in order to establish the approaches and actions leading up to and following the withdrawal of Middlesbrough and Redcar & Cleveland Borough Councils from Tees Archaeology.
- 5.2 This protocol has been provided to Middlesbrough and Redcar & Cleveland for them to sign and return and once this has taken place the information about the archaeology of their area will be provided to them and they will be expected to arrange to remove their material from the archaeological finds stored by Tees Archaeology, unless they wish to pay a storage fee.

6. RECOMMENDATIONS

- 6.2 The Hartlepool Borough Council affirm their support of Tees Archaeology provided that a sustainable financial future can be established.
- 6.2 That Hartlepool Borough Council convey their thanks to Stockton Borough Council for their continued support of Tees Archaeology.
- 6.3 That Hartlepool Borough Council regret the actions of Middlesbrough and Redcar & Cleveland in withdrawing from the successful, long established shared service of Tees Archaeology and hope that they might reconsider this in the future.

7. REASONS FOR RECOMMENDATIONS

- 7.1 That a sustainable future can be established for Tees Archaeology and that Tees Archaeology continues to assist Hartlepool and Stockton Borough Councils in the carrying out of their responsibilities under PPS5: Planning and the Historic Environment.
- 7.2 That Tees Archaeology continues to raise awareness and create opportunities for involvement in the archaeology and historic environment of the area.

8. CONTACT OFFICER

John Mennear, Assistant Director, Child and Adult Services

**Protocol for the Systems to be put in place in relation to the withdrawal
of an authority from the Tees Archaeology Partnership**

1 Introduction

- 1.1 Tees Archaeology is a shared service comprising the following four unitary authorities:
- (i) Hartlepool Borough Council;
 - (ii) Redcar and Cleveland Borough Council;
 - (iii) Middlesbrough Borough Council; and
 - (iv) Stockton-on-Tees Borough Council;
- (hereinafter referred to as the “Partner Authority/Authorities”)*
- 1.2 Tees Archaeology is responsible for the maintenance of an accurate and up to date record of all the known archaeological sites in the areas of the Partner Authorities; the Historic Environment Records (“HER”).
- 1.3 The HER comprises an access database linked to a GIS system and contains land and maritime based records as well as event and source information. In addition to the digital data there is an extensive paper and photographic component to the HER. The format in which the HER is stored by Tees Archaeology shall hereinafter be referred to as the “HER Database”.
- 1.4 This Protocol is intended to address the situation when a Partner Authority withdraws from Tees Archaeology (a “Withdrawing Authority”) and intends to take over the responsibility for the HER for their administrative area. Reference to a Withdrawing Authority includes reference to the administrative area of that Withdrawing Authority.
- 1.5 The Protocol covers the following areas:-
- The working practices of Tees Archaeology following a withdrawal
 - The transfer of the HER and other information to the relevant Withdrawing Authority
 - The transfer of archaeological collections to the relevant Withdrawing Authority.

2 Tees Archaeology Working Practices in Relation to a Former Partner Authority

2.1 Once a Withdrawing Authority has ceased funding the HER Database:

2.1.1 Tees Archaeology shall cease to provide access to the HER Database and/or advice to the Withdrawing Authority (including members of the public) on the HER (including advice on development or other proposals affecting heritage assets of that Withdrawing Authority) *as of right*.

2.1.2 Tees Archaeology reserves the right to provide the Withdrawing Authority (including members of the public) with access to the parts of the HER Database relevant to that Withdrawing Authority and/or advice on the HER (including advice on development or other proposals affecting heritage assets of that Withdrawing Authority) *on a fee paying basis*.

2.1.3 Tees Archaeology shall also cease to be responsible for the continued curation of archaeological collections that originate from that Withdrawing Authority.

2.1.4 Tees Archaeology shall cease to accept new material from commercial archaeologists or other parties in relation to that Withdrawing Authority.

2.1.5 All enquiries received by Tees Archaeology for advice on or access to the HER Database relevant to that Withdrawing Authority (including requests from commercial archaeologists to accept new material) shall be redirected to the Chief Executive of the Withdrawing Authority or an officer nominated by them.

2.1.6 Tees Archaeology shall make its future course of action known publicly at least eight weeks before it will be implemented.

3. The Transfer of Historic Environment Record data and other information

3.1 On written request Tees Archaeology shall provide the Withdrawing Authority with the relevant HER. The relevant HER shall be provided to the Withdrawing Authority in table format and shapefiles of the GIS

data. The HER Database shall not be transferred or provided to the Withdrawing Authority.

- 3.2 It shall be the responsibility of the Withdrawing Authority to create their own appropriate database to store the HER and to obtain appropriate hardware, software and licences.
- 3.3 It shall be the responsibility of the Withdrawing Authority to obtain copies of relevant ancillary information currently held by Tees Archaeology (which do not form part of the HER).
- 3.4 Tees Archaeology reserves the right to provide access to the Withdrawing Authority (and members of the public) to relevant ancillary information but shall charge for staff time incurred in assisting the process and for any copies that are made.

4. The Transfer of Archaeological Collections

- 4.1 Tees Archaeology holds a range of archaeological artefacts on behalf of its Partner Authorities.
- 4.2 Tees Archaeology is the normal initial depository for archaeological artefacts found in each Partner Authority.
- 4.3 Once a Withdrawing Authority ceases to provide funding for the HER Database Tees Archaeology shall not accept additional archaeological artefacts from that Withdrawing Authority nor will it continue to store the archaeological artefacts of that Withdrawing Authority.
- 4.4 Once funding has ceased the Withdrawing Authority shall have six weeks to remove their archaeological artefacts from the Tees Archaeology store in Hartlepool.
- 4.5 A charge shall be levied for each additional month that the Withdrawing Authority's archaeological artefacts remain in the Tees Archaeology store. The charge for this takes into account the amount of material from each authority and staff time to curate the collection. At present these stand at £165 per month for Middlesbrough and £151 per month for Redcar & Cleveland.

5. Application of this Protocol

- 5.1 This Protocol shall come into effect once it is signed by the Partnering Authorities and counter – signed by the Archaeology Officer at Tees Archaeology.
- 5.2 No assistance shall be provided by Tees Archaeology to a Withdrawing Authority until it has signed this Protocol.

Signature	Name	Position	Local Authority	Date
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On behalf of Tees Archaeology

Assistant Director
Child and Adult Services
Hartlepool Borough Council
Civic Centre
Victoria Road
Hartlepool
TS24 8AY
Tel: 01429 266 522

CULTURE, LEISURE AND TOURISM PORTFOLIO

Report to Portfolio Holder

21 February 2012



Report of: Director of Child and Adult Services

Subject: 'TEES VALLEY TIMES: ART AND
ARCHAEOLOGY EXPLORED' HERITAGE
LOTTERY BID

SUMMARY

1. PURPOSE OF REPORT

- 1.1 To seek approval for the continued development and submission of a bid to the Heritage Lottery Fund for a project entitled 'Tees Valley Times: Art and Archaeology Explored'.

2. SUMMARY OF CONTENTS

- 2.1 Tees Archaeology and Tees Valley Arts are developing a joint project to combine heritage and creative activities to raise awareness of heritage sites of the Tees Valley area.
- 2.2 Tees Archaeology will identify heritage locations that schools could visit and will provide information about them. Artist residencies in ten schools will be organised by Tees Valley Arts and these will use site visits and creative approaches to help the schools use these locations as part of the curriculum.
- 2.3 Discussions with the Heritage Lottery have indicated that they would welcome a bid based on the project outlined above and a 'Pre-Application' submission has been made on the basis of this.
- 2.4 Tees Archaeology and Tees Valley Arts are now working on the Stage 1 application for the project and it is hoped to submit this in time for either the March or June 2012 round of HLF meetings.
- 2.5 The project will have a total value of c.£153,000 and a grant of c.£145,350 will be sought from the heritage lottery. The remaining

amount comprises the match funding and this will be split between the schools who take the artists residencies, Tees Archaeology and Tees Valley Arts.

3. RELEVANCE TO PORTFOLIO MEMBER

Tees Archaeology is part of the Culture, Leisure and Tourism Portfolio.

4. TYPE OF DECISION

Non – key.

5. DECISION MAKING ROUTE

Culture, Leisure and Tourism Portfolio meeting of 21st February 2012.

6. DECISION REQUIRED

- 6.1 To approve the continued development of the bid and its submission to the Heritage Lottery Fund.

Report of: Director of Child and Adult Services

Subject: 'TEES VALLEY TIMES: ART AND
ARCHAEOLOGY EXPLORED' HERITAGE
LOTTERY BID

1. PURPOSE OF REPORT

- 1.1 To seek approval for the continued development and submission of a bid to the Heritage Lottery Fund for a project entitled 'Tees Valley Times: Art and Archaeology Explored'.

2. BACKGROUND

- 2.1 Tees Archaeology and Tees Valley Arts are developing a joint project to combine heritage and creative activities to raise awareness of heritage sites of the Tees Valley area.
- 2.2 In 2010 Tees Archaeology worked with Tees Valley Arts on their 'Green TV' project. This was a lottery funded project that explored a number of wildlife sites using creative approaches and Tees Archaeology provided a heritage context for the sites.
- 2.3 As part of the activities organised for this project Tees Archaeology delivered a workshop on the local heritage. During this it became clear that local teachers would like more information about local sites they could take children to as part of their teaching about the heritage of the area.

3. PROPOSALS

- 3.1 The project will work with artists and schools to create a portfolio of information and both creative and heritage approaches to allow school groups to explore and use local heritage sites.
- 3.2 Tees Archaeology will identify heritage locations that schools could visit and will provide information about them. Artist residencies in ten schools will be organised by Tees Valley Arts and these will use site visits and creative approaches to help the schools use these locations as part of the curriculum.
- 3.3 The information about the locations and the heritage and creative approaches used to understand and interpret them will be made widely available to schools through digital downloads and publications.

- 3.4 The project will conclude by an exhibition of work by the artists and schools at a museum or gallery in the area.
- 3.5 In order to take this project forward a bid to the Heritage Lottery Fund is proposed. Tees Archaeology is to be the lead partner in the bid with Tees Valley Arts.
- 3.6 Discussions with the Heritage Lottery have indicated that they would welcome a bid based on the project outlined above and a 'Pre-Application' submission has been made on the basis of this.
- 3.7 Tees Archaeology and Tees Valley Arts are now working on the Stage 1 application for the project and it is hoped to submit this in time for either the March or June 2012 round of HLF meetings.

4. FINANCIAL CONSIDERATIONS

- 4.1 The project will have a total value of c.£153,000 and a grant of c.£145,350 will be sought from the heritage lottery. The remaining amount comprises the match funding and this will be split between the schools who take the artists residencies, Tees Archaeology and Tees Valley Arts.
- 4.2 Should the stage 1 application be successful then it is expected that funding will be drawn down during financial year 2012/13 to allow work to take place to develop the full stage 2 bid. All of these costs are contained in the figure above.

5. RECOMMENDATIONS

- 5.1 To approve the continued development of the bid and its submission to the Heritage Lottery Fund.

6. REASONS FOR RECOMMENDATIONS

- 6.2 To allow the continued development of the partnership project with Tees Valley Arts and its submission as a bid to the Heritage Lottery Fund.

7. BACKGROUND PAPERS

- 7.1 Pre-Application submission to the Heritage Lottery Fund.

8. CONTACT OFFICER

John Mennear, Assistant Director, Child and Adult Services

REPLACEMENT REPORT

CULTURE, LEISURE & TOURISM PORTFOLIO

Report to Portfolio Holder

21st February 2012



Report of: Assistant Director (Neighbourhood Services)

Subject: ALLOTMENTS - DEVOLVED MANAGEMENT

SUMMARY

1. PURPOSE OF REPORT

To present a realistic framework which enables an Allotment Association to progress towards, and ultimately achieve, self-management of its respective allotment site. The report also specifies how the Council will secure its own interests as landowners and statutory providers of the allotment service.

To seek approval to implement the proposals contained in the report.

2. SUMMARY OF CONTENTS

The report provides a background to the current devolved management arrangements in Hartlepool and highlights the associated problems and failings of the system. It gives details of the proposed new framework that would enable Allotment Associations in Hartlepool to progress towards, and ultimately achieve, self-management of their respective allotment site. The proposals also specify how the Council will secure its own interests as landowners and as statutory providers of the allotment service.

3. RELEVANCE TO PORTFOLIO HOLDER

The Portfolio Holder has responsibility for allotments.

4. TYPE OF DECISION

Non key.

5. DECISION MAKING ROUTE

Portfolio Holder meeting of 21st February 2012.

REPLACEMENT REPORT

6. DECISION(S) REQUIRED

Approval of the proposed devolved management framework and its implementation.

REPLACEMENT REPORT

Report of: Assistant Director (Neighbourhood Services)

Subject: DEVOLVED MANAGEMENT FRAMEWORK FOR ALLOTMENTS

1. PURPOSE OF REPORT

- 1.1 To present a realistic framework which enables an Allotment Association to progress towards, and ultimately achieve, self-management of its respective allotment site. The report also specifies how the Council will secure its own interests as landowners and statutory providers of the allotment service.
- 1.2 To seek approval to implement the proposals contained in the report.

2. BACKGROUND

2.1 Definition

Devolved management, also known as self management, of an allotment site is the process whereby responsibility for the management of the site is taken on by the allotment tenants. For this to happen, tenants are usually organised as a constituted Association with an elected committee. A formal legally binding agreement is made between the Council and the Allotment Association, which specifies the terms and conditions of the devolved management arrangements and details the responsibilities of both parties.

2.2 Allotment Development Strategy 2010 – 2015/‘Devolved Management’

The Council’s Allotment Development Strategy 2010 - 2015 lists ‘*explore devolved management arrangements in sites with active and well established associations*’ as a Level 2 Objective. Specifically, a Level 2 Objective ‘*will consider next priority for delivery if resources allow*’.

The Strategy aims to deliver this through 4 actions:

- (i) Encourage allotment sites to nominate a person/s to act as points of contact between the Association and the Council.
- (ii) Set up allotment forums for allotment tenants across the town to come together.
- (iii) Provide advice and support for sites interested in setting up an allotment association.
- (iv) In certain circumstances support suitably experienced allotment associations towards semi-autonomy.

REPLACEMENT REPORT

2.3 Current Situation

- 2.3.1 Of the 16 allotments sites in Hartlepool, there are 10 sites which now have an Allotment Association, these are; Briarfields, Brierton, Burn Valley, Catcote, Chester Rd, Haswell Ave, Nicholson's Field, Stranton, Thornhill, Throston and Woodcroft. Some of the sites are very small and may be unable to form an Association; these include Olive Street (1 plot), Thompson Grove (5 plots) and Greatham (3 plots). Although large enough to form an Association, Station Lane and Waverley Terrace do not have one at the present time.
- 2.3.2 Currently, Woodcroft Allotment Association at Seaton Carew is the only site to have become 'self managed'; however, there have been expressions of interest from others including Briarfields, Burn Valley and Haswell Avenue allotments.
- 2.3.3 Under the current system, devolved management is passed to the Association by way of a formal, but simple agreement. This is drawn up by the Council following a request by the Allotment Association for devolved management of its respective site. The agreement specifies the duties and responsibilities of both parties and is signed by representatives of the Allotment Association, normally the Chairman and/or the Secretary, and countersigned by the Council's Chief Solicitor or representative.
- 2.3.4 The agreement may be terminated by the Council for any breach of the provisions in the agreement, or terminated in any case by either party following the serving of 6 months notice.

An example of the current devolved management agreement is attached at **Appendix A**.

- 2.3.5 Under the current devolved management arrangements, 100% of the rental income collected by the Council is handed back to the Association for the purpose of carrying out minor repairs and maintenance; the Association also carries out routine inspections of plots. The Council retains responsibility for carrying out major repairs to infrastructure, and for undertaking improvement projects. It also continues to play a significant administrative role and is responsible for carrying out inspections and enforcement actions relating to breaches of tenancy and environmental laws.

2.4 Advantages of Devolved Management

- 2.4.1 Some of the *advantages* of devolved management are highlighted below.
- Devolved management groups can be more responsive and potentially quicker to act on problems and issues that arise on site on a daily basis.
 - Devolved management groups can be self-policing and self-sufficient.
 - Community groups, such as Allotment Associations, can have access to a wider range of external funding sources than the Council.

REPLACEMENT REPORT

- Devolved management can increase the sense of ownership and empowerment for local citizens by taking control of the decision making process and setting their own priorities
- Devolved management can increase the sense of pride in achievements, camaraderie and a sense of community involvement.
- The Association can work to improve sites and promote vacant plots using their own funds and labour.
- The retention of rents by the Association means that tenants have greater control and can see where their rental money is being spent.

2.5 Concerns with The Current Devolved Management Arrangements

- 2.5.1 Hartlepool's current devolved management arrangements raise a number of concerns. These arrangements were developed a number of years ago and no longer fit the aspirations of the service.
- 2.5.2 Under the current arrangements, the Council retains a significant administrative and financial role in the devolved site. This includes maintaining the waiting lists and tenancy agreements for the site, sending notices and managing the administration generated by site inspections. In addition, the Council also retains responsibility for all major repairs and general upkeep of the infrastructure of the site, including repairs and/or replacement of perimeter fences, water pipes and the removal of fly tipping. These costs are significant and with the rising cost of materials and waste disposal are likely to escalate further.
- 2.5.3 An issue also exists around policing and enforcement of the tenancy agreement and allotment rules. The current agreement states that the Council will provide an enforcement service and will issue notices, warnings and handle evictions on behalf of the Association. It will be vital that all sites adhere to the same standards, and resources will be required to fund enforcement action, including any necessary legal costs.
- 2.5.4 At present certain rules, such as periods when bonfires are permitted, differ between the devolved site and the Councils 'Rules and Regulations' for other allotment sites. It is imperative that the Council's standards are adhered to as a minimum, and that standards are consistent across the board.
- 2.5.5 Under the current agreement, despite retaining a high level of financial and practical input into the site, the Council derives little, if any, income from rental monies. Under the current agreement if more than 75% of plots are let then the Council must collect and then hand over 100% of rental income to the Association. If the occupation is below 75% then 75% of rental is handed over. This means, in theory, under this agreement, that if only a small number of plots are let, the Council must still hand over 75% of monies to the Association.

REPLACEMENT REPORT

3. PROPOSALS

- 3.1 The Allotment Development Strategy 2010 – 2015 embraces the concept of devolved management and encourages a move towards it; however, in order for it to work sustainably and fairly, there needs to be a suitable framework in place to enable a managed transition. Consideration is also needed for the level of involvement retained by the Council where sites have become self-managed; furthermore, this level of involvement should be reflected in the amount of rental income handed over to an Allotment Association.
- 3.2 The Council proposes to adopt a framework developed by the Allotment Regeneration Initiative (ARI), which lays out the stages that an Association needs to progress through in order to increase their level of autonomy from the Council. The ARI recommends that Associations work closely with the Council to gradually progress through these stages over a period of say two to three years. It is important that Associations are able to identify their appropriate level on the framework and do not attempt to jump straight to the final stages.
- 3.3 In considering an application for devolved management, the Council will only recognise one constituted Association from any one allotment site, which should itself be representative of the majority of allotment holders at that site.
- 3.4 Associations wishing to progress towards devolved management will be assisted through this framework by the Allotment Team. A checklist and guidance notes have been developed to help with the completion of each stage of the process; these are attached at **Appendix B**.
- 3.5 The majority of sites in Hartlepool are likely to be at stage 1 or 2 of the process and would require this support in order to progress through the framework.
- 3.6 In addition to the devolved management framework, it is also proposed that the level of rental income handed to the Association is reflective of the level of input required by the Council to run the site. Given that the Council will always retain a degree of involvement and responsibility in providing the allotment service, it is proposed the maximum amount handed over to an Allotment Association will not exceed 75% of the total income generated at its respective site. The following scale is indicative of the amount of income that will be handed to the Allotment Association, depending on its position on the framework i.e. Level 1, 2, 3 or 4:

Level 1	0%
Level 2	0%
Level 3	50%
Level 4	75%

REPLACEMENT REPORT

3.7 Woodcroft Allotment Association

Woodcroft Allotment Association is the only site in Hartlepool, which has devolved management under the current arrangements. Based on information held by the Council, it is likely that Woodcroft's position on the proposed scale would be 'Level 3'. However, the Allotments Team would continue to work closely with the Association in order for it to progress to Level 4.

3.8 **The Self Management Framework**

Step 1 – Dependence

The plot holders and Association (where one exists) do not play any practical role in site management and there is no written devolved management agreement between plot holders and the Council.

Step 2 – Participation

There is a site representative and plot holders informally accept responsibility for minor maintenance works and there may be a mechanism by which the plot holders are consulted on capital expenditure and repairs carried out by the Council. There is no written devolved management agreement between plot holders and the Council.

Step 3 – Delegation

The Association accepts formal responsibility for a range of duties, which might include arranging tenancies and carrying out regular maintenance duties. Financial agreements release a proportion of rental income for this purpose but leave the Council to carry out repairs, pay for overheads such as water, and undertake all legal formalities.

A written devolved management agreement or license between the Association and the Council is held.

Step 4 – Semi-Autonomy

The Allotment Association leases the land from the Council, arranges tenancy agreements, collects rents and reinvests revenue (which it manages) on maintenance, repair and capital items. Depending on the terms of the lease the plot holders may become tenants of the Association rather than the Council, however the Council retains defined oversight and strategic functions.

A written devolved management agreement or license between the Association and the Council is held.

Step 5 – Autonomy

The Association purchases the land from the Council and works completely independently. There is no formal devolved management agreement as the Association is working alone.

REPLACEMENT REPORT

4. RISK IMPLICATIONS

4.1 If devolved management is pursued without implementing the proposals detailed in Section 3 above, then a number of risks become apparent. These include:-

- (i) Loss of control and potential capital receipts from disposal of land and income from rents for the Council.
- (ii) Reduced need for in-house services and potential job losses leading to reduced capacity for the Council to resume management responsibilities if the devolved management system fails.
- (iii) Dependence on the capacity and commitment of volunteers could potentially lead to a risk of mismanagement by the association. This could ultimately result in the Council having to step in and take back the site.
- (iv) Maintaining a committed, enthusiastic and experienced volunteer committee is a time-consuming and ongoing task for the association and there is a danger that when 'personalities' change then so will the success of the committee.
- (v) The Council may have to develop new methods of monitoring service delivery targets
- (vi) "Anti-Council" sentiments may become more organised and prolific. Equally the Association can become the new focus for tenants complaints which may lead to loss of enthusiasm for the project by committee members
- (vii) There is a danger of tenants who don't agree with or participate in the devolved management committee being excluded. At present the Council is able to act as an independent arbiter to resolve differences which may arise.
- (viii) The Council has developed strong, partnerships with the police, fire service and other service providers, which ensure that issues can be dealt with effectively. A devolved site may not have the benefit of such connections and also risks becoming insular.
- (ix) There is a risk of 'unequal' commitment from tenants. Everyone on the site needs to be responsible, share tasks, stick to rules, etc. which may lead to problems for the management committee such as enforcement, risk of conflict and possibly violence. The success of a devolved site will rely on cooperative working by all members.
- (x) Legal liability would shift to the Association so they need to ensure they have adequate and appropriate liability insurance that will be included in the agreement.
- (xi) The Association has to balance the income and expenditure for the site. If there is a shortfall then the Association needs to make up the difference – the agreement needs to state what, if any, assistance the Council would provide in this regard.
- (xii) If the devolved management committee under-estimate the level of commitment required it can lead to members dropping out, lack of time for inspections, abandoned plots becoming un-lettable and all the

REPLACEMENT REPORT

work falling on one or two people – again, this can lead to the Council having to intervene and take over management of the site.

- (xiii) Smaller sites will not necessarily be able to generate the rental incomes which may be needed to sustain repairs and maintenance of the sites, therefore additional funds will need to be raised.
- (xiv) Given that the Council will always retain a degree of involvement and responsibility in providing the allotment service e.g. administration, environmental enforcement, repairs to infrastructure etc, returning 100% of the rental income to the Allotment Association will place a continuing burden on Council finances and resources.

5. FINANCIAL CONSIDERATIONS

- 5.1 As stated above, there is a financial concern with the current devolved management procedure. It has already become apparent that current rental incomes are not sufficient to sustain the ongoing repairs and maintenance to allotment sites and associations will need to be realistic in setting rental fees. Under the current devolved management arrangements, the Council gives the whole of the income derived from rents to the Association, but continues to maintain the high cost of delivering the service to the devolved site. This disparity could be alleviated by the Council retaining a portion of rental income, which should be based on its level of its involvement.
- 5.2 In the event of an Allotment Associations being granted devolved status, it must be able to demonstrate transparency in its finances and will need to provide accounts on an annual basis, or as and when requested by the Council.

6. LEGAL CONSIDERATIONS

- 6.1 Implementing the proposed framework would help to clear up existing 'grey areas' regarding legal issues, particularly in relation to liability. For example, there is no requirement under the existing devolved management agreement for Associations to take out public liability insurance; however, if they wish to become devolved then this should be a consideration.
- 6.2 The Council has obligations under the Equality Act 2010 to ensure that all residents have an equal chance of renting an allotment. Allotment Associations will need to ensure transparency and fairness in the management of the waiting lists and accessibility; it will also need to demonstrate that it is actively encouraging those underrepresented groups.
- 6.3 The Council also has a statutory obligation under Section 23 of the Allotment Act of 1908 to provide a "sufficient" number of allotments. Current provision in Hartlepool is 26.1 plots per 1000 households, which is well above the national average of 15 plots per 1000 households. Associations must ensure that the availability of plots does not fall below the legal requirement and this should be written into any devolved management agreement.

REPLACEMENT REPORT

- 6.4 Allotment Associations must continue to manage sites in accordance with existing allotment legislation and environmental legislation.

7. STAFF CONSIDERATIONS

- 7.1 Hartlepool Council has no dedicated Allotment Officer; however, the allotments are managed on a day-to-day basis by the Waste and Environmental Services section. This involvement would continue under the proposed arrangements in order to assist those Allotment Associations wishing to pursue devolved management; staff will also ensure standards are met and legislative requirements are adhered to.
- 7.2 The section also provides the administration services for allotments, which is not an inconsiderable task. Again, this service would need to be maintained and would therefore not be affected by Associations wishing to pursue devolved management

8. ASSET MANAGEMENT

- 8.1 Allotment land is owned by Hartlepool Borough Council and is considered an asset. It should therefore remain the property of the Council even in cases where devolved management is being pursued. This means that “Semi-Autonomy” (Stage 4) of the proposed devolved management framework should be considered as the furthest extent to which the process could be taken. This would allow the Association a wide degree of autonomy from the Council but would safeguard Council property for the future.
- 8.2 As part of the Devolved Management Agreement there should be an “escape” clause which allows either side to terminate the agreement based on agreed criteria. This clause should clearly state that Hartlepool Council retains ownership of the land even if the agreement is dissolved by either party.
- 8.3 The Devolved Management Agreement also needs to specify the level of responsibility for maintenance of the allotment land, including infrastructure, and the standards that could reasonably be expected. It should also clearly state which factors are the responsibility of the Association and which should remain with the Council. If devolved management is not pursued, then the Council will continue to be responsible for the allotment site along with the common infrastructure.

9. SECTION 17

- 9.1 Condition surveys carried out have raised many issues and concerns under the Section 17 heading. The devolved management framework and legal agreement would provide an opportunity to address some of these issues.

REPLACEMENT REPORT

The range of crimes committed includes a number of serious offences including:

- Burglary
- Drugs offences
- Arson
- Violent assaults
- Criminal damage

9.2 There is also an issue with anti-social behaviour, and whilst perhaps not as serious as some of the crimes listed above, they continue to be a widespread problem on many allotment sites. This also has a knock-on effect for the wider community, and particularly for residents living adjacent to sites. Anti social activities include:

- Fly tipping
- Petty theft
- Illegal commercial activities including waste disposal
- Anti social behaviour including rowdiness, drunkenness and noise

9.3 It will be important for the Allotment Team to support the development of relationships between Allotment Associations and the Police and other relevant authorities in order to tackle these issues effectively. If devolved management is pursued then Associations need to be aware that considerable investment will be required to tackle these problems including provision of security fencing.

10. RECOMMENDATION

- 10.1 That the Portfolio Holder notes the content of the report and approves the devolved management framework and proposals detailed within.
- 10.2 That the portion of rental income handed over to an Association is relative to its position on the framework and reflective of the level of input required by the Council to run the site.

11. REASONS FOR RECOMMENDATIONS

- 11.1 There have been requests from a number of allotment sites looking to pursue devolved management, however it is clear this is not a panacea for all problems associated with allotments; nor is it an easy way for allotment holders to avoid rent increases by cutting out the Council. Therefore approval is sought from the Portfolio Holder to implement the above framework to ensure that devolved management becomes a realistic possibility; it will also ensure adequate controls and safeguards are in place, which protect both the interests of the Council and the plot holders.

REPLACEMENT REPORT

- 11.2 The concept of self-management appears an attractive proposition for the Council, as responsibility for many issues is supposedly passed to the Allotment Association. This of course will free-up valuable resources; however, in order for devolved management to be effective, a suitable framework should exist that provides guidance for Allotment Associations and ensures the long-term security of valuable Council assets. No such framework currently exists and it would be irresponsible of the Council to simply hand over responsibility for sites, particularly where it is evident that issues exist, which have a negative impact upon the environment, allotment holders and the wider community.
- 11.3 Given that the Council will always retain a degree of involvement and responsibility in providing the allotment service e.g. administration, environmental enforcement, repairs to infrastructure etc, returning 100% of the rental income to the allotment association will place a continuing strain on Council finances and resources.

12. BACKGROUND PAPERS

See attached appendices.

13. CONTACT OFFICER

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THIS TENANCY AGREEMENT is made the «**ordday**» day of «**month**», «**year**»
BETWEEN

- (1) **HARTLEPOOL BOROUGH COUNCIL** of Civic Centre, Victoria Road, Hartlepool TS24 8AY acting by Peter Devlin their Chief Solicitor and agent ("the Landlord")
- (2) «**title**» «**fname**» «**lname**» of «**addr1**» «**addr2**» «**addr3**» **Hartlepool**, «**postcode**» ("the Tenant")
- (3) **ALLOTMENT ASSOCIATION** ") acting by _____ the Secretary for the time being of the Association ("the Association")

1. Definitions

1.1 In this Agreement the following expressions have (where the context allows) the meanings respectively given to them below:

- 1.1.1 'The Allotment' means the _____ allotment site.
- 1.1.2 'The Allotment Garden' means the allotment garden including any integral paths and numbered «**plot**»«**Sub**» in the register of _____ Allotment provided by the Landlord and containing 250 square metres or thereabouts
- 1.1.3 'Common Areas' means the main internal roadways and other open space not let to Tenants within the Allotment.
- 1.1.4 'The Management Agreement' means an agreement dated 2003 between the Landlord and the Association under which the Landlord has agreed to transfer responsibility for certain management functions to the Association.
- 1.1.5 'The Rent' means the yearly rent of £«**price**» (**2011**)
- 1.1.6 'The Regulations' means all such regulations and guidelines which the Association considers necessary from time to time to preserve the Allotment Garden from deterioration and its tenants from discord and of which notice in writing shall be given to the Tenant
- 1.1.7 'The Term' means the period for which the Allotment Garden is let under this agreement

2. Agreement to Let

The Landlord agrees to let and the Tenant agrees to take the Allotment Garden from **1st April, 2011** and thereafter until determined in accordance with the provisions of this agreement, at the Rent, which shall be paid by one annual payment directly to the Landlord in advance on the first day of April in every year.

3. Covenants by the Tenant

- 3.1 To pay the Rent at the time and in manner aforesaid

- 3.2 To keep the allotment garden clean free from weeds and in a good state of fertility and condition and to cultivate it in a husbandlike manner as to one quarter of the Allotment Garden within a period of three months from the date of commencement of the tenancy and as to three quarters of the Allotment Garden within a period of twelve months from the said date of commencement and subsequently the whole of the plot to be cultivated each year save that on which a building is erected pursuant to subclause 3.13 hereto
- 3.3 Not to plant trees of any description without obtaining the written consent of the Association (except that this sub-clause shall not prevent the Tenant from planting domestic fruit bushes)
- 3.4 To protect from injury or damage all fences and gates shown marked with an inward facing T on the plan attached ("the boundary fences") which are the responsibility of the Association
- 3.5 To keep all paths adjoining the Allotment Garden free from weeds and accumulations of rubbish and to refrain from depositing weeds or rubbish on any other part of the allotment site
- 3.6 To observe and perform the Allotment Garden Regulations.
- 3.7 To permit the Landlord by it's officers servants or duly authorised agents to enter upon and inspect the Allotment Garden at any time
- 3.8 Upon the determination of this tenancy quietly to yield up the Allotment Garden to the Landlord in such condition as shall be in compliance with the agreements herein contained
- 3.9 Not to cause or suffer nuisance or annoyance to the Association or the occupier of any other Allotment Garden or the occupier of neighbouring properties nor to obstruct any path or encroach on any road on the land of which the Allotment Garden forms part
- 3.10 Not to place or use barbed wire for a fence adjoining any path or road or on the land of which the Allotment Garden forms part
- 3.11 Not to interfere with or remove any existing or future hedges fences walls or boundary marks
- 3.12 Not without the previous consent in writing of the Landlord to fell or remove any timber or other trees nor to take sell or carry away any mineral gravel sand soil or clay or permit any other person to do so
- 3.13 Not to erect any building on the Allotment Garden without the previous consent in writing of the Landlord and the prior consent of the Association such building to be of suitable material and no higher than 2.5 metres nor shall it occupy more than 25% of the Allotment Garden and shall be contained within the boundary of the Allotment

Garden and such building shall be maintained by the Tenant in good repair and safe condition and for the avoidance of doubt the aggregate of such buildings shall not exceed 25% of the Allotment Garden

- 3.14 Not to assign underlet or part with the possession of the Allotment Garden or any part thereof save to a Partner registered in accordance with the attached Partner Registration Document. In the event of the tenancy being terminated, for whatever reason, a partner may apply to the Landlord for tenant status provided they have been actively involved in the proper upkeep of the plot for at least 12 months. Such an application would be subject to the standard processing procedures
- 3.15 Not to keep on the Allotment Garden animals or birds of any description or take any dog on the Allotment Garden unless it is led by a leash and kept fastened up and only whilst the Tenant is at the Allotment Garden
- 3.16 To inform the Association forthwith of any change of the Tenant's address or that of the Tenant's partner registered with the Landlord
- 3.17 Not to erect any notice or advertisement on the Allotment Garden
- 3.18 That the Tenant shall observe and perform any other special condition which the Association considers necessary to preserve the Allotment Garden from deterioration and of which notice shall be given to the Tenant in accordance with Clause 5 below
- 3.19 Not to affix any hosepipe to the taps administered by the Association other than in accordance with such rules as the Association may establish from time to time
- 3.20 Not to light any fire anywhere on the site other than in accordance with such rules and guidelines as the Association may establish from time to time
- 3.21 Not to use weedkiller or herbicide on any path adjoining the Allotment Garden without the prior knowledge and approval of the Association
- 3.22 Not to garage or store any car, lorry or other vehicle or conveyance of whatsoever description save for a car trailer and then only with the prior written consent of the Association
- 3.23 Not to create an abode, dwell or carry out unlawful, unauthorised or disruptive activities within the Allotment or permit others to do so

4. Covenants by the Association & Landlord

- 4.1 The Association hereby covenants with the Tenant and as a separate covenant with the Landlord that the Association will:
 - 4.1.1 act as agents of the Landlord in respect of the rules and regulations of tenancy applicable to the site
 - 4.1.2 so far as practicable keep the common areas in good condition
 - 4.1.3 keep any untenanted allotment gardens in a neat and tidy state

- 4.1.4 maintain those boundary fence and gate(s) marked with an inward facing T on the plan attached save that the Association will not be liable to repair such boundary fence and gate(s) if they are damaged due to vandalism or act of God
- 4.1.5 Pay all rates taxes and other outgoings in respect of the Allotment
- 4.1.6 will pay the charges and fees in connection with the water supply
- 4.1.7 remove all rubbish from the Allotment save the Association will not be responsible for the removal of waste dumped illegally on the site by third parties
- 4.2 The Landlord hereby covenants with the Tenant as follows:
 - 4.2.1 that if the Association shall in any respect fail to observe and perform the covenants on the Associations part contained in this agreement the Landlord will perform and observe the same.
 - 4.2.2 to remove any waste dumped by a third party on the Allotment illegally.
 - 4.2.3 to repair any damage caused to the perimeter security fence and gate(s) as referred to in subclause 4.1.3 as a result of vandalism or act of God.
 - 4.2.4 to replace the perimeter security fence and gate(s) as referred to in subclause 4.1.3 if they are damaged due to vandalism or act of God and are beyond economic repair.

5. Termination of Tenancy

The tenancy hereby created shall continue until determined in any of the following manners or events:

- 5.1 On the death of the Tenant
- 5.2 By the Tenant giving to the Landlord not less than one week's notice in writing at any time
- 5.3 By the Landlord giving to the Tenant twelve months' notice in writing expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year
- 5.4 By re-entry by the Landlord at any time after giving one months' previous notice in writing to the Tenant
 - 5.4.1 if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or
 - 5.4.2 if it appears to the Landlord that there has been a breach of the conditions and agreements on the part of the Tenant herein contained and provided that if such breach be of the conditions and rules and regulations affecting the cultivation of the allotment garden at least three months having elapsed since the commencement of the tenancy.

- 5.5 PROVIDED always that in the event of the land of which the said Allotment Garden forms part being required for any of the purposes mentioned in sub-sections (b), (c), (d) and (e) of Section 1 of the Allotments Act, 1922 the Council may re-enter upon the said Allotment Garden after giving the Tenant previous notice in writing in accordance with Section 1 of the Allotments Act 1922 and thereupon the tenancy hereby created shall determine, but without prejudice to the right of action of the Council in respect of any arrears of rent or any breach of covenant.

6. General Provisions

6.1 Notices

6.1.1 Any notice hereunder to be given by the Association or Landlord on the Tenant may be served by being left at or sent to the last known place of abode of the Tenant and by being left in some conspicuous place on the Allotment Garden

6.1.2 Any notice required to be given to the Association shall be sufficiently given if signed by the Tenant and sent in a prepaid letter to the Secretary for the time being of the Association.

6.2 Abandoned belongings

The Landlord may appropriate and sell or dispose of any effects and belongings, of the Tenant that are abandoned or discarded on the Allotment Garden at the end of the Term or any period of unauthorised occupation, and may apply the proceeds of any sale towards unpaid Rent. The Landlord shall not be liable to the Tenant in any criminal or civil proceedings for the recovery or replacement of any items appropriated or sold pursuant to this clause.

IN WITNESS WHEREOF the parties have hereunto set their hand the day and year before written.

SIGNED for and on behalf of)
HARTLEPOOL BOROUGH)
COUNCIL in the presence of:)

SIGNED for and on behalf of)
 ALLOTMENTS)
ASSOCIATION in the presence)
of:)

SIGNED by the TENANT in
the presence of:

Application for Devolved Management Draft Checklist and Guidance Notes

Application for Devolved Management Checklist

This checklist follows the “Stages of Devolved Management” framework devised by the Allotment Regeneration Initiative (ARI). ARI recommends associations wishing to progress through the framework towards devolved management negotiate a gradual progression with the Council from one stage to the next over a period of 2 to 3 years.

When completing the checklist please refer to the guidance notes below.

Stage 1 – Dependence

To complete Stage 1 the Association must demonstrate that they have met the following criteria:

Criteria	Tick when complete
Does the site have an active Allotment Association?	
Has an audit been carried out (see guidance notes)?	
Does the Association have a constitution?	
Is there a named site representative who will act as a point of contact between the Association and the Council?	
Do xx% of the tenants support the idea of devolved management (at least in principle)?	
Has regular and detailed consultation regarding self management been carried out with tenants (see guidance notes)?	
Has the Council carried out an inspection to confirm that all the above criteria have been met?	

Stage 2 - Participation

To complete Stage 2 the Association must have passed Stage 1 and must also demonstrate that they have met the following criteria:

Criteria	Tick when complete
Has Stage 1 been passed?	
Is adequate insurance in place (tick all that apply)	
Public liability insurance	
Employers liability insurance (if applicable)	
Have risk assessments been carried out for the site and all activities undertaken on site?	
Are these risk assessments distributed to, read by and	

understood by the tenants?	
Is there a communication system in place (tick all that apply)	
Notice boards on site	
Regular newsletters for tenants	
Regular committee meetings	
Minutes from committee and other meetings circulated	
Has the Council carried out an inspection to confirm that all the above criteria have been met?	

Stage 3 – Delegation

To complete Stage 3 the Association must have passed Stage 2 and must also demonstrate that they have met the following criteria:

Criteria	Tick when complete
Has Stage 2 been passed?	
Is there a site management plan in place (see guidance notes)?	
Is there a business plan in place (see guidance notes)?	
Is there a devolved management agreement in place which has been signed by both parties?	
Has the Council carried out an inspection to confirm that all the above criteria have been met?	

Stage 4 – Semi-Autonomy

To complete Stage 4 the Association must have passed Stage 3 and must also demonstrate that they have met the following criteria:

Criteria	Tick when complete
Has Stage 3 been passed?	
Does the Association have details of site rules and how these will be enforced?	
Does the Association have policies and safeguards in place for the following:	
Equal opportunities?	
Child protection?	
Animal welfare?	
Health and safety?	
Data protection?	
Is there a monitoring and reporting framework in place for the above?	
Has the Council carried out an inspection to confirm that all the above criteria have been met?	

Appendix B

Guidance Notes for Completing the Checklist

Audit for Potential for Devolved Management

The audit needs to be carried out jointly by the Council and the Allotment Association to begin the devolved management application process. The purpose of the audit is to establish:

- condition of the site including infrastructure
- the capacity and commitment of the management committee
- insurance status of the association
- accountability and monitoring procedures including financial procedures

Documentation Required

The following is a list of documentation that the Association should be able to provide as evidence for progression through the stages of the devolved management framework. Templates for some of these documents may be available from the Council or from the National Society of Allotment and Leisure Gardeners.

- public liability insurance certificate
- if the Association employs staff rather than using volunteers for tasks then employers liability insurance will be required
- risk assessment for the site and activities
- site management plan (see below)
- evidence of consultation and regular communications with plot holders e.g. minutes of meetings, copies of newsletters, etc – possibly stipulate the minimum percentage of supporters needed for devolved management to proceed
- contact details for committee members and site representatives
- copy of the association's constitution
- devolved management agreement defining each party's roles and responsibilities signed by each party (allotment association and council)
- a copy of the association's business plan (see below)
- details of complaints and appeals procedures
- details of site rules and regulations and how these will be enforced, including the procedures for serving notices and evictions
- evidence of policies or safeguards including equal opportunities, child protection, animal welfare, health and safety, data protection and how these will be monitored and upheld

Site Management Plan

A plan outlining how the site will be managed under the devolved management committee. This should include details of:

- committee roles, frequency of meetings, details of AGMs and methods of reporting
- tenancy agreements including site rules, rights and responsibilities, how these will be enforced and complaints/appeals procedures
- information recording and monitoring including tenancy lists, site inspections, waiting lists, financial information and how this information will be managed and kept secure

Appendix B

- business plan with details of forecasted income and expenditure, financial reporting procedures, strategies for making up shortfalls in rental income
- the decision making procedure including the minimum number of voters needed to make decisions (including for capital spending decisions)
- communal plant and tool resources, how these will be managed, maintained and let out.

CULTURE, LEISURE AND TOURISM PORTFOLIO

Report to Portfolio Holder

21 February 2012



Report of: Assistant Director (Neighbourhood Services)

Subject: DIVERSION OF PUBLIC FOOTPATH – KIPLING ROAD

SUMMARY

1. PURPOSE OF REPORT

To inform the Portfolio of the Planning Committee's decision regarding the diversion of Public Footpath No 9, Kipling Road, Hartlepool as shown in **Appendix 2**

2. SUMMARY OF CONTENTS

The report explains the background and history regarding diversion of the public footpath from the initial enquiry to the planning division.

3. RELEVANCE TO PORTFOLIO HOLDER

Public rights of way are included within the remit of the Portfolio Holder

4. TYPE OF DECISION

Non - key

5. DECISION MAKING ROUTE

Culture Leisure and Tourism Portfolio – 21 February 2012

6. DECISION REQUIRED

That the Portfolio notes the report.

Report of: Assistant Director (Neighbourhood Services)

Subject: PROPOSED DIVERSION OF PUBLIC FOOTPATH
- KIPLING ROAD

1. PURPOSE OF REPORT

- 1.1 To inform the Portfolio of the Planning Committee's decision regarding the diversion of Public Footpath No 9, Kipling Road, Hartlepool as shown in **Appendix 2**

2. BACKGROUND

- 2.1 On the 28th June 2010 the Parks and Countryside Section received an application to divert a section of the Public Footpath No. 9 that runs through a new Housing Hartlepool development, behind Kipling Road. The location of the development is shown in **Appendix 1**.
- 2.2 The application was made by the developer of the site, Dunelm Property Services on the grounds that the diversion was needed to be carried out as part of the development and would redirect the public along a more enjoyable and direct route.
- 2.3 The proposed diversion (**see Appendix 2 for details**) is to re-route:
- A southern section of Public Footpath No. 9 to a more practical and enjoyable route just to the east and north of its present position
- 2.4 Originally the application was accepted using the Town and Country Planning Act 1990 section 257, whereby the diversion application must be submitted within the first six months of the development or when the development is not substantially complete. This was done by the agent/applicant but due to unforeseen circumstances the application did not advance quickly enough to use this legal procedure.
- 2.5 The alternative legal procedure to use has been the Highways Act 1980 section 119. This procedure demands stronger criteria to meet and is the direction through which this report is now based.

3. LEGAL TESTS

3.1 Under Section 119 of the Highways Act 1980 several criteria must be met before a diversion order is made. The order making authority must be satisfied that:

- It is expedient to divert the path in the interests of either the public or the landowner, occupier or lessee of the land crossed by the path.
- The diversion does not alter the termination of the path other than to another point on the same path or on another highway (including rights of way) connected with it and which is substantially as convenient to the public.

3.2 Under the same section of the Highways Act 1980 the Council or (if the diversion order is opposed) an Inspector must apply a number of legal tests. The Council or Inspector must be satisfied that

- The diversion is expedient in the interests of the persons stated in the order.
- The path will not be substantially less convenient to the public as a consequence of the diversion.
- It is expedient to confirm the order having regard to the effect it will have on public enjoyment of the path as a whole, on the land served by the existing path, and on the land affected by the new path taking into account the provision for payment of compensation. In this case no such provision, for compensation, is necessary, as the proposed diversion will run within the same land ownership as the existing path, to be diverted.

Consideration of Legal Tests

3.3 When looking at the legal tests as provided within the Highways Act 1980, Sections 119, 119(6), 119(6A), the following questions have been considered:

- Landowner/Public Interest - The application was made by the developer, acting as agents for Housing Hartlepool in their own interest. The application also stated that the diversion would also be in the interest of the public. The diverted path is needed, to provide a more enjoyable and safe route for people to use to access the immediate area. The diversion is required; to give the public a more enjoyable route to use that allow less confusion and greater accessibility to a wider section of the community.
- The Council's consideration of expediency - The Council may consider it expedient to divert the afore-mentioned path on the grounds that the newly diverted path will provide a more enjoyable

route to the north of the newly built houses and so on to Summerhill Countryside Park thus providing the user with a safer and more enjoyable experience.

- **Termination Points** - The diversion does not alter the termination point of the path at the northern end. At the south eastern end of the diversion, the termination point is moved a few meters to the north, onto the new entrance to the housing development.
- **Consideration of the order to divert (Section 119(6))** - When considering the order of diversion, the Council may consider that the order is satisfactory and works providing a positive addition to the rights of way network being in the interests of the public in general as well as local landowners. It will serve a wider section of the community adding to the safety and sustainability of the highway infrastructure.
- **Consideration of the Rights of Way Improvement Plan (Sections 119(6A))** - When looking at the legal tests for diversion with regards to the Rights of Way Improvement Plan, the Council feels that in this case there are no material provisions to be met, above normal management of the conclusion of the orders. The diverted routes are already owned and managed by the existing landowner of Amerston Hill.

4. FINANCIAL IMPLICATIONS

- 4.1 The cost of diversions to the landowner will be £1,500.00
- 4.2 Hartlepool Borough Council have considered and concluded that the applicant should pay for the full cost, as quoted in 2010.

5. DIVERSITY

- 5.1 It is believed that there are no Diversity issues or constraints in relation to the diversion of the public footpath at Kipling Road development.

6. ACCESS/DDA

- 6.1 Hartlepool Access Group and Hartlepool Borough Council Access Forum have been consulted. In their opinion all reasonable steps have been taken to create a path that suits the needs of Mobility and Visually Impaired Groups.

7. CONSIDERATION OF AGRICULTURE AND FORESTRY

- 7.1 It is believed that there are no agricultural or forestry issues or constraints in relation to the diversion of the public footpath at Kipling Road housing development

8. CONSIDERATION OF BIODIVERSITY

- 8.1 It is believed that there are no biodiversity issues or constraints in relation to the diversion of the public footpath at the Kipling Road housing development

9. CONSULTATIONS

- 9.1 Full informal consultation was carried out with all relevant parties, including all the relevant user groups. None of these informal consultees raised any objections to the proposals concerned. A full list of consultees is provided as **Appendix 3**.
- 9.2 Both Access Groups and the Ramblers Association have requested that alternative route be a width of at least 2 metres,

10. SECTION 17

- 10.1 Section 17 of the Crime and Disorder Act 1988 requires local authorities and police authorities to consider the community safety implications of all their activities.
- 10.2 Section 17 states:

‘Without prejudice to any other obligation imposed on it, it shall be the duty of each authority to which this section applies to exercise its various functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area’.

- 10.3 The Community Safety Implications, in respect of the diversion of the public footpath at Kipling Road housing development, have been taken into account and that all has been reasonably done to prevent crime and disorder.

11. RECOMMENDATION

- 11.1 That the Portfolio notes the report.

12. BACKGROUND PAPERS

That there are no background papers.

12. CONTACT OFFICER

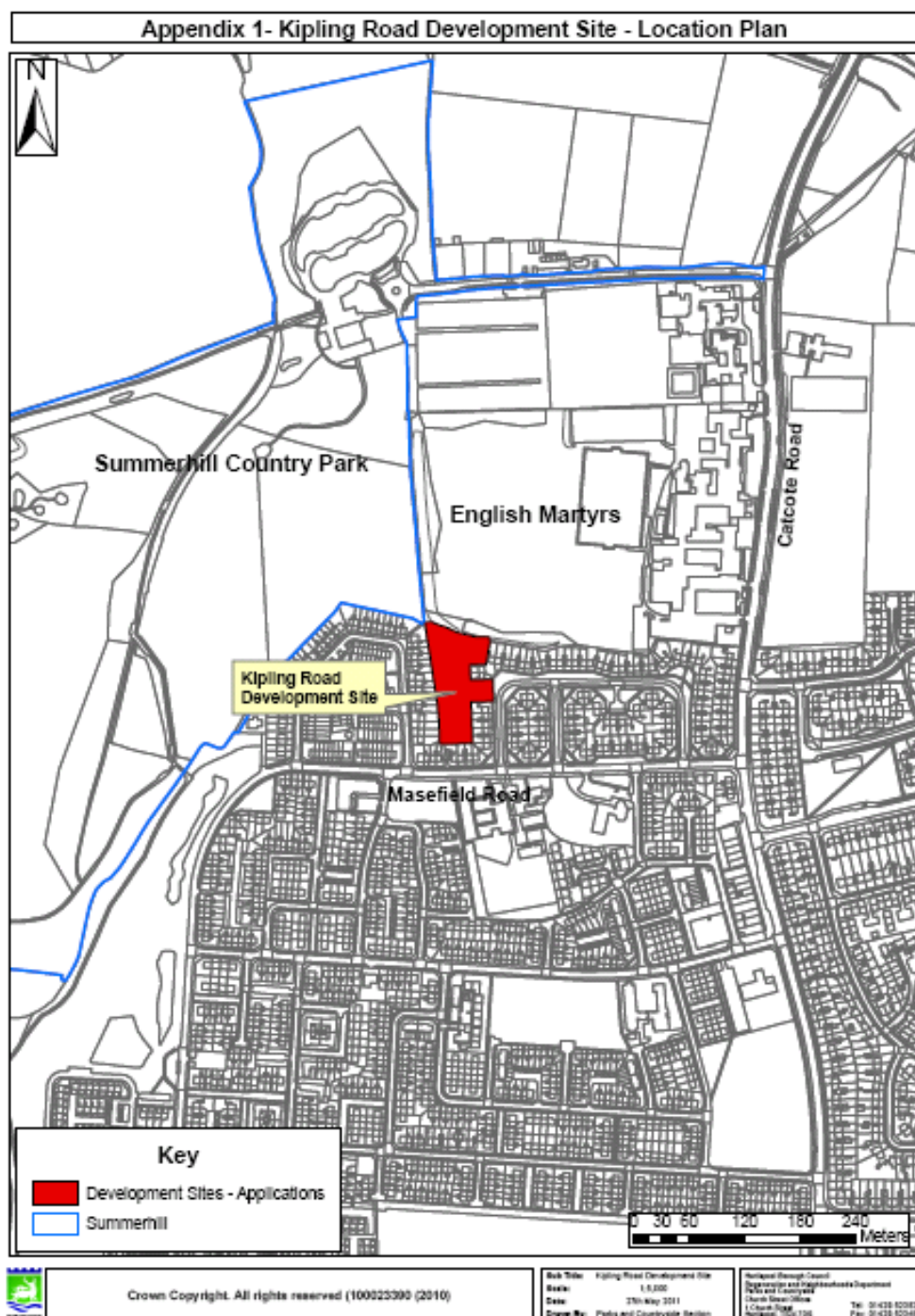
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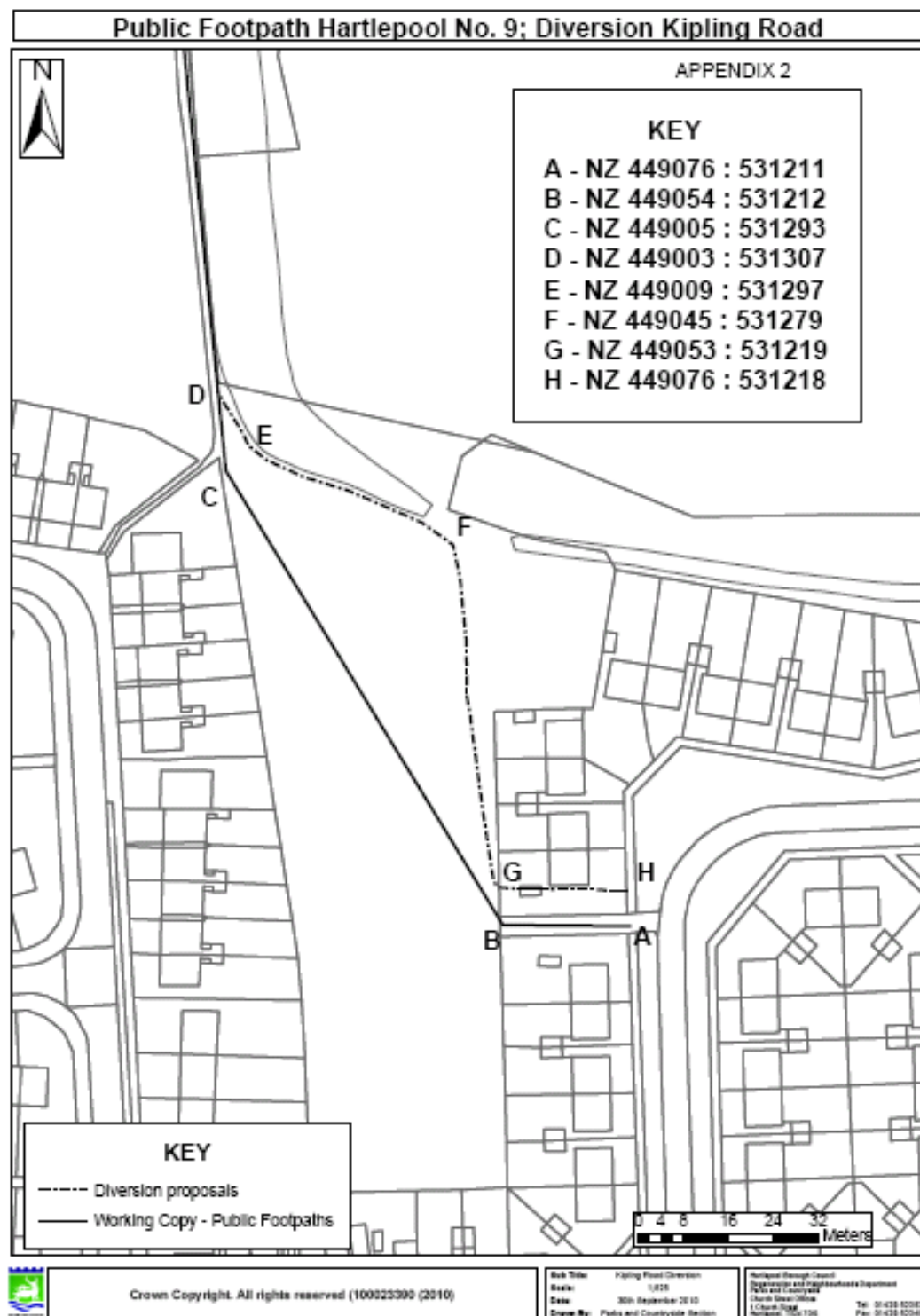
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APPENDIX 1



APPENDIX 2



APPENDIX 3

**Appendix 3 – Kipling Road Development Diversion –
Hartlepool Public Footpath No. 9**

List of Consultees during consultation 2010

Ward Members:

Councillor G Worthy
Councillor L Sutheran
Councillor s Akers-Belcher

Portfolio Holder:

Leisure, Culture and Tourism – Councillor H Thompson

User Groups:

Ramblers Association
Hartlepool Access Group
Hartlepool Blind Welfare

Hartlepool Borough Council Services:

Ecology
Tees Archaeology
Planning
Property Services
Apparatus
Street Lighting

Utilities:

CE Electric
Northern Gas Networks
Telecom – Virgin Media
Telecom - BT
Water Hartlepool Water Authority
Northumbrian Water Authority
National Grid
Environment Agency
Northern Utility Services

CULTURE, LEISURE AND TOURISM PORTFOLIO

Report to Portfolio Holder

21 FEBRUARY 2012



Report of: Assistant Director (Neighbourhood Services)

Subject: DIVERSION OF PUBLIC FOOTPATH – AMERSTON HILL

SUMMARY

1. PURPOSE OF REPORT

To inform the Portfolio Holder of the Planning Committees decision regarding the diversion of Public Footpath No 20, Elwick Parish, at Amerston Hill as shown in **Appendix 2**.

2. SUMMARY OF CONTENTS

The report explains the background and history regarding diversion of the public footpath from the initial enquiry to the planning division.

3. RELEVANCE TO PORTFOLIO HOLDER

Public rights of way are included within the remit of the Portfolio Holder

4. TYPE OF DECISION

Non - key

5. DECISION MAKING ROUTE

Culture leisure and Tourism Portfolio – 21 February 2012

6. DECISION REQUIRED

That the Portfolio notes the report.

Report of: Assistant Director (Neighbourhood Services)

Subject: PROPOSED DIVERSION OF PUBLIC FOOTPATH -
AMERSTON HILL

1. PURPOSE OF REPORT

- 1.1 To inform the Portfolio Holder of the Planning Committees decision regarding the diversion of Public Footpath No 20, Elwick Parish, at Amerston Hill as shown in **Appendix 2**.

2. BACKGROUND

- 2.1 On the 22nd February 2010 the Parks and Countryside Section received an application to divert a section of the Public Footpath no. 20 that runs through a field and the main farm track, to the north of the property of Amerston Hill. The location of Amerston Hill is shown in **Appendix 1**.
- 2.2 The application was made by the owner of Amerston Hill on the grounds that the diversion would redirect the public along a more enjoyable and direct route.
- 2.3 The proposed diversion (see **Appendix 2** for details) is to re-route:
- A central section of Public Footpath No. 20 to a more practical and enjoyable route just to the north of its present position.

3. LEGAL TESTS

- 3.1 Under Section 119 of the Highways Act 1980 several criteria must be met before a diversion order is made. The order making authority must be satisfied that:
- It is expedient to divert the path in the interests of either the public or the landowner, occupier or lessee of the land crossed by the path.
 - The diversion does not alter the termination of the path other than to another point on the same path or on another highway (including rights of way) connected with it and which is substantially as convenient to the public.
- 3.2 Under the same section of the Highways Act 1980 the Council or (if the diversion order is opposed) an Inspector must apply a number of legal tests. The Council or Inspector must be satisfied that:

- The diversion is expedient in the interests of the persons stated in the order.
- The path will not be substantially less convenient to the public as a consequence of the diversion.
- It is expedient to confirm the order having regard to the effect it will have on public enjoyment of the path a whole, on the land served by the existing path, and on the land affected by the new path taking into account the provision for payment of compensation. In this case no such provision, for compensation, is necessary, as the proposed diversion will run within the same land ownership as the existing path, to be diverted.

Consideration of Legal Tests

3.3 When looking at the legal tests as provided within the Highways Act 1980, Sections 119, 119(6), 119(6A), the following questions have been considered:

- Landowner/Public Interest - The application was made by the developer, acting as agents for Housing Hartlepool in their own interest. The application also stated that the diversion would also be in the interest of the public. The diverted path is needed, to provide a more enjoyable and safe route for people to use to access the immediate area. The diversion is required; to give the public a more enjoyable route to use that allow less confusion and greater accessibility to a wider section of the community.
- The Council's consideration of expediency - The Council may consider it expedient to divert the afore-mentioned path on the grounds that the newly diverted path will provide a more enjoyable route to the north of the newly built houses and so on to Summerhill Countryside Park thus providing the user with a safer and more enjoyable experience.
- Termination Points - This diversion does not alter the termination point of the path at any point along its route
- Consideration of the order to divert (Section 119(6)) - When considering the order of diversion, the Council may consider that the order is satisfactory and works providing a positive addition to the rights of way network being in the interests of the public in general as well as local landowners. It will serve a wider section of the community adding to the safety and sustainability of the highway infrastructure.
- Consideration of the Rights of Way Improvement Plan (Sections 119(6A)) - When looking at the legal tests for diversion with regards to the Rights of Way Improvement Plan, the Council feels that in this case there are no material provisions to be met, above normal management of the conclusion of the orders. The diverted routes are already owned and managed by the existing landowner of Amerston Hill.

4. FINANCIAL IMPLICATIONS

4.1 The cost of diversions to the landowner will be £800.00.

- 4.2 Hartlepool Borough Council have considered and concluded that the benefit to the public, especially those with mobility and visual impairments, will be such that a reduction of costs is justified. Normally the overall costs for diversion amount to approximately £1,500.00.

5. DIVERSITY

- 5.1 It is believed that there are no Diversity issues or constraints in relation to the diversion of the public footpath at Amerston Hill.

6. ACCESS/DDA

- 6.1 Hartlepool Access Group and Hartlepool Borough Council Access Forum have been consulted. In their opinion all reasonable steps have been taken to create a path that suits the needs of Mobility and Visually Impaired Groups.

7. CONSIDERATION OF AGRICULTURE AND FORESTRY

- 7.1 It is believed that there are no agricultural or forestry issues or constraints in relation to the diversion of the public footpath at Amerston Hill

8. CONSIDERATION OF BIODIVERSITY

- 8.1 It is believed that there are no biodiversity issues or constraints in relation to the diversion of the public footpath at Amerston Hill

9. CONSULTATIONS

- 9.1 Full informal consultation was carried out with all relevant parties, including all the relevant user groups. None of these informal consultees raised any objections to the proposals concerned. A full list of consultees is provided as **Appendix 3**.
- 9.2 Both Access Groups and the Ramblers Association have requested that alternative routes be a width of at least 2 metres,

10. SECTION 17

- 10.1 Section 17 of the Crime and Disorder Act 1988 requires local authorities and police authorities to consider the community safety implications of all their activities.

10.2 Section 17 states:

‘Without prejudice to any other obligation imposed on it, it shall be the duty of each authority to which this section applies to exercise its various functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area’.

- 10.3 The Community Safety Implications, in respect of the diversion of the public footpath at Amerston Hill, have been taken into account and that all has been reasonably done to prevent crime and disorder.

11. RECOMMENDATIONS

- 11.1 That the Portfolio Holder notes the report.

12. BACKGROUND PAPAERS

That there are no background papers.

13. CONTACT OFFICER

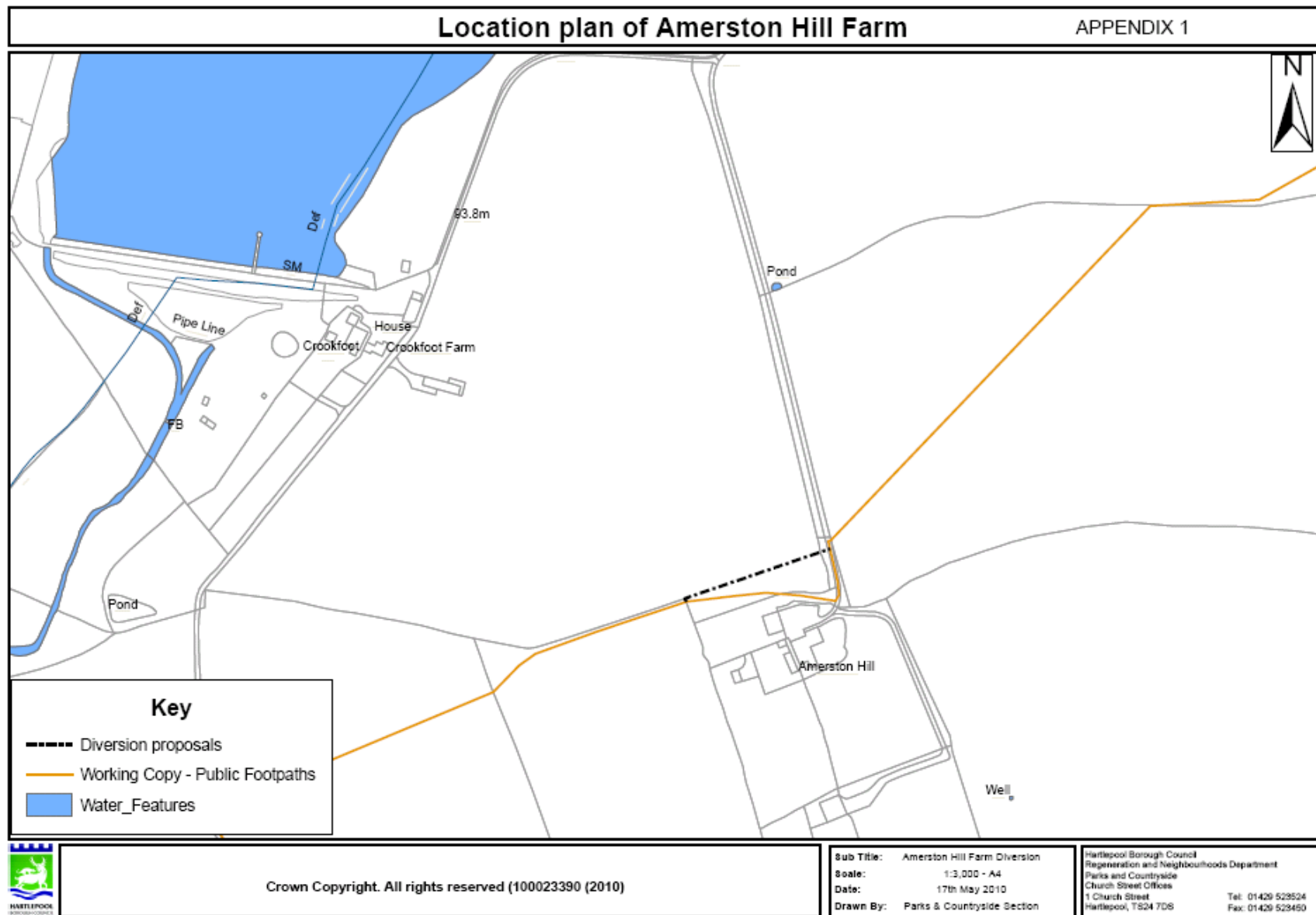
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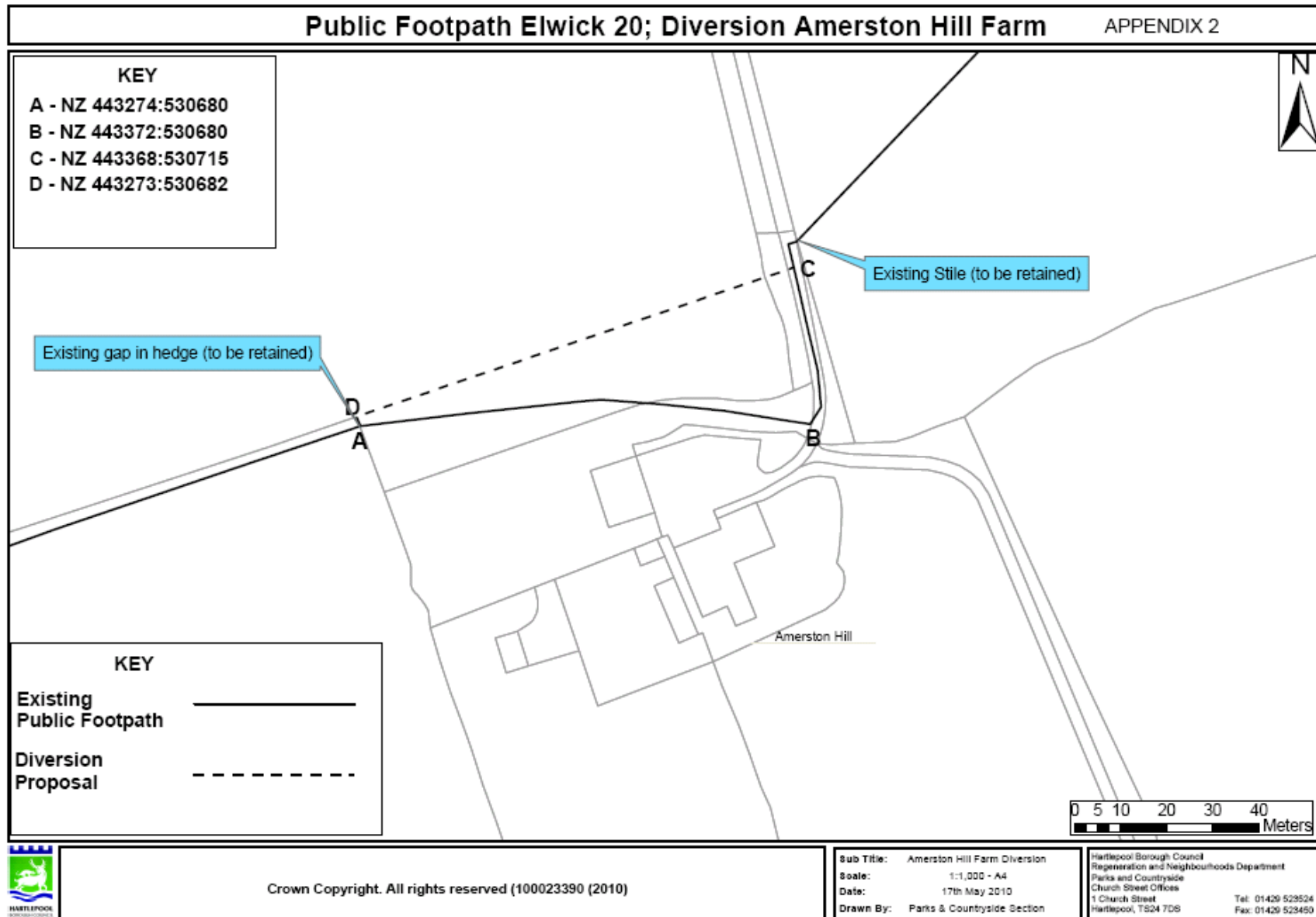
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APPENDIX 1



APPENDIX 2



Appendix 3 – Low Stotfold Farm Diversions

List of Consultees during consultation 2010

Ward Member:

Councillor H Thompson

Portfolio Holder:

Leisure, Culture and Tourism – Councillor H Thompson

User Groups:

Ramblers Association

Hartlepool Access Group

Hartlepool Borough Council Services:

Ecology

Tees Archaeology

Planning

Property Services

Utilities:

CE Electric

Northern Gas Networks

Telecom – Virgin Media

Telecom - BT

Water Hartlepool Water Authority

Northumbrian Water Authority

National Grid

Environment Agency

Northern Utility Services