

AGENDA

COBTREE MANOR ESTATE CHARITY COMMITTEE MEETING



Date: Wednesday 12 November 2014

Time: 5.30 pm

Venue: Town Hall, High Street,
Maidstone

Membership:

Councillors Mrs Blackmore, Greer, McLoughlin and
Perry (Chairman)

Page No.

1. Apologies for Absence
2. Notification of Visiting Members
3. Disclosures by Members and Officers
4. Disclosures of Lobbying
5. To consider whether any items should be taken in private because of the possible disclosure of exempt information.
6. Minutes of the meeting held on 3 October 2014

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Continued Over/:

Issued on 4 November 2014

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Alison Broom

**Alison Broom, Chief Executive, Maidstone Borough Council,
Maidstone House, King Street, Maidstone, Kent ME15 6JQ**

MAIDSTONE BOROUGH COUNCIL

COBTREE MANOR ESTATE CHARITY COMMITTEE

MINUTES OF THE MEETING HELD ON 3 OCTOBER 2014

Present: Councillor Perry (Chairman) and
Councillors Mrs Blackmore, Greer and McLoughlin

13. APOLOGIES FOR ABSENCE

There were no apologies for absence.

14. NOTIFICATION OF VISITING MEMBERS

There were no Visiting Members.

15. DISCLOSURES BY MEMBERS AND OFFICERS

There were no disclosures by Members or Officers.

16. DISCLOSURES OF LOBBYING

There were no disclosures of lobbying.

17. EXEMPT ITEMS

RESOLVED: That the item on Part II of the agenda be taken in private as proposed.

18. MINUTES OF THE MEETING HELD ON 9 JULY 2014

RESOLVED: That the Minutes of the meeting held on 9 July 2014 be approved as a correct record and signed.

19. COBTREE MANOR ESTATE - FINANCIAL POSITION 2014/15

The Committee considered the report of the Head of Finance and Resources setting out details of the financial position in respect of the Golf Course and the Manor Park as at 31 August 2014. The report also included details of capital expenditure and total investments held. It was noted that:

- No significant financial issues had arisen during September. The Golf Course was currently performing on budget, but the Manor Park was showing an adverse variance against the budgeted figures. This was due to additional grounds maintenance and staffing costs being incurred as a result of increased usage of the Park following the opening of the new play area. Costs would be monitored closely, but it was likely that there would be a small net deficit on the operations

of the Estate at the end of the financial year. There were sufficient resources from previously accumulated surpluses to cover a deficit so there would not be any implications for on-going operations or the implementation of the Master Plan.

- The budget for the implementation of the Master Plan had been set at £1.065m. To date there had been expenditure of £678,618 on Phase 1 works in respect of the play area, car park and other associated works, and funding to the value of £506,000 had been drawn down from the endowment fund to cover the expenditure with the balance being funded from previous operational surpluses generated from the Estate activities.

In response to questions, the Senior Accountant explained that:

- It was anticipated that projected income in relation to the Manor Park would be achieved. A number of items would not be accounted for until year end. In the meantime, with the ongoing implementation of the Master Plan, there was an opportunity to develop additional income streams to cover extra costs.
- Recharges were projected to increase due to time spent by staff on matters relating to the Kent Life management agreement and the retendering of the contract for the operation and management of the Golf Course.

RESOLVED: That the financial position in respect of the Golf Course and the Manor Park be noted.

20. CHARITY KNOWN AS THE COBTREE MANOR ESTATE - ACCOUNTS 2013/14

The Committee considered the report of the Head of Finance and Resources setting out the un-audited Report and Financial Statement for the financial year 2013/14. It was noted that:-

- The draft Report and Financial Statement had been produced in accordance with the Charity Accounting Statement of Recommended Practice.
- There had been a net increase in the funds of the Charity of £167,458. However, this figure included capital expenditure in relation to and funding of the Master Plan, and investment income. Excluding these items the operation of the Golf Course and the Manor Park had made a net surplus of £10,146 compared to a net surplus of £53,538 in 2012/13. The reason for the decrease in the level of the surplus was the increase in the running costs of the Park associated with increased usage.
- The capital expenditure had been funded by withdrawals totalling £506,000 from the permanent endowment funds invested in Charifund, as agreed by the Charity Commission. Previously accumulated operational surpluses of £150,000 had also been utilised

to fund the project and a donation of £300,000 had been received from the Cobtree Charity Trust Ltd towards the cost of the Visitor Centre. This would reduce the level of funding needed from the permanent endowment.

- In November 2013, the Charity assumed responsibility for the Kent Life attraction. Whilst an interim management agreement had been entered into with Continuum Ltd to continue running the attraction on behalf of the Charity, the asset was now shown on the Balance Sheet of the Charity, and had been valued at £725,000.
- A number of withdrawals had been made from the permanent endowment fund invested with Charifund, but the underlying position was that the investments had increased in value over the year.

In response to questions, the Officers explained that:

- A risk assessment had been undertaken in respect of the horse ride which linked into other bridleways in the area and was not considered to represent a hazard to other users of the Park.
- The fluctuation in the number of registrations at the Golf Course reflected trends across the country, and discussions would take place with the management contractor regarding initiatives to promote the Course and attract new players.
- Whilst the incidence of crime and vandalism was generally low, action was being taken to improve security across the Estate.
- King & Taylor had been appointed as the external auditors for the financial years 2013/14 and 2014/15. They had been the Charity's external auditors for a number of years and there was a good working relationship between their staff and Council staff. In addition, King & Taylor were experienced auditors of charity accounts and had a good working knowledge of the Charity from their previous audit work. Whilst the Committee could seek to appoint a different auditor this was not recommended at this time.

RESOLVED: That the draft Report and Financial Statement for the financial year 2013/14 be noted prior to audit.

21. COBTREE ESTATE PROGRESS REPORT

DECISION MADE:

1. That the progress report on work being undertaken across the Cobtree Estate, attached as Appendix A to the report of the Cobtree Officer, be noted.
2. That the Head of Legal Services be authorised to re-let Garden Cottage on a long term tenancy at market rent (and on such other

terms as may be agreed by the Cobtree Officer) at such time that the existing tenant gives notice.

For further information regarding this decision, please follow this link:

<http://services.maidstone.gov.uk/meetings/ieDecisionDetails.aspx?AIId=18938>

22. COBTREE MANOR ESTATE VISITOR CENTRE

During the discussion on this item, the Officers undertook to review the detailed specification for the works having particular regard to sustainable construction installations. Members reiterated the need to ensure that the Visitor Centre was delivered on time and within budget.

DECISION MADE:

1. That the final design of the Cobtree Manor Estate Visitor Centre as set out in Appendix A to the report of the Cobtree Officer be approved.
2. That G.A. Harpers Ltd. (Harpers), the winning tenderer under the tendering process conducted by the Council, as set out in exempt Appendix B to the report of the Cobtree Officer, be appointed to build the Visitor Centre.
3. That the Head of Legal Services be authorised to complete an agreement with Harpers to this effect, and that the Cobtree Officer be given delegated authority to agree further details of the contract if needed in consultation with the Chairman of the Cobtree Manor Estate Charity Committee.
4. That phase 3 (i.e. the Visitor Centre) of the Cobtree Master Plan Project be approved to commence and that the final amount of money (£371,226) be released for this purpose.

It should be noted that of this sum £300,000 is grant money received from the Cobtree Charity Trust Ltd (CCTL). The £300,000 originally identified by Council Officers from the permanent endowment for the Master Plan project for the Visitor Centre will not be drawn down consequent on this grant from CCTL, subject to paragraph 5 below.

5. That the following money from the original Visitor Centre budget of £300,000 be allocated to this the final phase of the project as additional items of expenditure:

£25,125 as a 7.5% contingency against the contract sum;
£12,000 to be spent on furniture for the café including new tables for inside and outside;
£22,000 for the kitchen fit out;

£10,000 for high quality interpretation, including new signage, with the design of the interpretation being developed in consultation with CCTL;
£10,000 for additional security including new CCTV; and
£15,000 for surfacing to extend the car park within Cobtree Manor Park to accommodate 60 extra spaces.

6. That arrangements be made for Members to receive regular progress reports on the delivery of this project.

For further information regarding this decision, please follow this link:

<http://services.maidstone.gov.uk/meetings/ieDecisionDetails.aspx?AIId=19078>

23. EXCLUSION OF THE PUBLIC FROM THE MEETING

RESOLVED: That the public be excluded from the meeting for the following item of business because of the likely disclosure of exempt information for the reason specified having applied the Public Interest Test:

**Head of Schedule 12A and
Brief Description**

Exempt Appendix to the Report of the Cobtree Officer – Cobtree Manor Estate Visitor Centre 3 – Financial/Business Affairs

**EXEMPT APPENDIX TO THE REPORT OF THE COBTREE OFFICER –
COBTREE MANOR ESTATE VISITOR CENTRE**

RESOLVED: That the information contained in the exempt Appendix to the report of the Cobtree Officer relating to the Cobtree Manor Estate Visitor Centre be noted.

24. DURATION OF MEETING

10.35 a.m. to 11.40 a.m.

Agenda Item 7

MAIDSTONE BOROUGH COUNCIL

COBTREE MANOR ESTATE COMMITTEE

12TH NOVEMBER 2014

REPORT OF THE COBTREE OFFICER

Report prepared by Joanna Joyce

1. Cobtree Young Farmers

1.1 Issue for Decision

1.1.1 To consider the granting of a lease and management agreement in accordance with the attached Heads of Terms to the Cobtree Young Farmers (CYF), and the proposals for the renovation of the area at Kent Life which it is proposed be leased to CYF.

1.2 Recommendation of the Cobtree Officer

It is the recommendation of the Cobtree Officer:

1.2.1 That a lease and management agreement to Cobtree Young Farmers be approved in accordance with the attached Heads of Terms shown in **Appendix A**;

1.2.2 That Cobtree Young Farmers are given permission to carry out the renovations to the site to be leased as set out in **Appendix B**, subject to obtaining any other permission that may be required (these renovations being necessary for the re-location of CYF's current activities); and

1.2.3 That the Head of Legal Services be given authority to draft and complete the lease and management agreement to Cobtree Young Farmers, and seek the formal consent of Cobtree Charity Trust Limited and Kent County Council to this arrangement.

1.3 Reasons for Recommendation

1.3.1 The Cobtree Young Farmers have been part of Kent Life for many years originally helping to run the attraction, although this is now no longer needed as there is a management company in place. The Young Farmers group has continued on site and is a popular club with many children and young people enjoying learning about the animals. The

club would like to apply for external grant funding for various projects - however this has proven difficult as there is no security of tenure as they currently have no formal agreement allowing them to exist on site.

- 1.3.2 The Heads of Terms will ensure there is clarity amongst all the interested parties as to the the responsibilities of each group. The lease will give the Young Farmers security for their future operations, explain the position of the Cobtree Manor Estate Committee (CMET), and set out the role of CMET's managing agent at Kent Life (currently Continuum Kent Life Limited).
- 1.3.3 The site the Young Farmers occupy is a prime area in the centre of the attraction in the old farmyard and a place that CMET's managing agent would like to develop further visitor attractions. The move of the Young Farmers will enable this to happen.
- 1.3.4 The Young Farmers are requesting permission to carry out renovations to the TBR building to make a new club house and to improve the surrounding facilities. At present the clubroom is part of a series of small barns that surround the old farm yard on the main Kent Life site. This can cause issues as club members can be mistaken for staff by members of the public. As the site is now professionally managed there is no longer the need for them to be part of the main site, although members of the Young Farmers will continue to assist the general public where necessary in accordance with the proposed attached Heads of Terms.
- 1.3.5 The group already have existing facilities in the part of the site that it is proposed they move to. The move will enable them to operate from one area. It will also allow the operators of Kent Life to consider other uses for the existing area used by the Young Farmers which is in a highly used part of the main site.
- 1.3.6 As part of the proposed Heads of Terms, the Young Farmers will deliver 2 events (1 spring, 1 autumn, subject to animal movement restrictions) and an open day for the benefit of the Kent Life attraction in partnership with the Events Duty Manager. They will also provide a minimum of 100 volunteer hours to CMET or their managing agent in addition to the open day and events, in lieu of a rent payable.

1.4 Alternative Action and why not Recommended

- 1.4.1 The alternative is not to approve the Heads of Terms. This is not recommended as they also benefit CMET by setting out the Young Farmers responsibilities and ensuring that they give back to the site in terms of providing events, an open day and volunteering. At present

there is no legal requirement for them to give anything back to the Kent Life site in return for the operating of their club facilities on site.

- 1.4.2 The Committee could choose not to allow the Young Farmers to move to the one site and renovate the building. This is not recommended as their site on the main Kent Life attraction could be much better used by CMET's managing agent. There are also problems with the group on site being expected to work to the same standard as staff.

1.5 Impact on Charity Objectives

The governing object is stated as;

"To hold Cobtree Manor and Cobtree Manor Estate for the benefit of the inhabitants of Maidstone and other members of the general public in one or other or all of the following ways:

- i) By maintaining the Cobtree Manor Estate as an open space as defined by the Open Spaces Act 1906 and if the lessees think fit providing thereat facilities for organised games and other sports".
- ii) With the consent of ...[the Cobtree Charity Trust Limited and the Kent County Council]... in such other way for the benefit of the inhabitants of Maidstone and other members of the general public as the Council shall from time to time think appropriate."

- 1.5.1 Providing Heads of Terms for the Young Farmers and enabling them to move to one site with dedicated facilities directly supports the objects of the charity by supporting young people and encouraging good animal and land management. Ensuring there is an open day opens the facility to other young people to learn more, and volunteering hours and events enable them to contribute directly to CMET.

- 1.5.2 The consent of Cobtree Charity Trust limited and Kent County Council to the lease and management agreement will be required in accordance with the terms of the trust established by the July 1971 lease, but no difficulties are anticipated with that issue.

1.6 Risk Management

- 1.6.1 There are no additional risks arising from the report. It is a greater risk to allow Cobtree Young Farmers to continue on site with no formal agreement about their terms of operation, and where there can potentially be confusion for visiting members of the public as to whether they are Kent Life Staff or not.

1.7 Other Implications

1.7.1

1. Financial	X
2. Staffing	
3. Legal	X
4. Equality Impact Needs Assessment	
5. Environmental/Sustainable Development	
6. Community Safety	
7. Human Rights Act	
8. Procurement	
9. Asset Management	X

1.7.2 There are minor financial implications as a small amount of money to fund project management of the move may be required, to enable the group to move this winter. This will be no greater than £2,000; this will be funded from the Kent Life operating budget.

1.7.3 There is a possibility if they do not receive sufficient grant money that the Young Farmers may come to CMET asking for further support. Any requests received would be brought back to the Committee for further consideration.

1.7.4 There will be a need to draw up suitable legal documentation.

1.7.5 The Young Farmers will have responsibility for any temporary buildings or structures they erect and for maintaining the condition of the existing buildings as evidenced by the conditions survey. They would also be responsible for obtaining planning permission and any other consents required as part of this.

1.8 Relevant Documents

1.8.1 Appendices

Appendix A Heads of Terms for the Cobtree Young Farmers.

Appendix B Information on the renovations and works to move the Young Farmers to one site.

1.8.2 Background Documents

None.

<u>IS THIS A KEY DECISION REPORT?</u>			
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
If yes, when did it first appear in the Forward Plan?			
This is a Key Decision because:			
.....			
Wards/Parishes affected:			
.....			

Appendix A

Heads of Terms for the Cobtree Young Farmers (draft)

CYFC: Cobtree Young Farmers Club

CMET: Cobtree Manor Estate Trust

CMET's Managing Agent: Continuum (Kent Life) Ltd: Currently managing the attraction and land on behalf of CMET

Summary:

The Cobtree Young Farmers Club is to be located at the area known as 'The Flower Field' between the second paddock beside the river and the M20 crossing. This area is shown edged red and blue on the attached plans 1 and 2.

This will be the location for their charitable club, where the CYFC can meet and tend to their animals.

A 5 year lease will be granted to CYFC.

1. The CYFC will organise with the Rural Protection Agency to operate with its own County Parish Holding number (CPH), to ensure all accurate recording and reporting to the relevant authorities.
2. There will be no rent payable, but The CYFC must deliver 2 events (1 spring, 1 autumn, subject to animal movement restrictions) and an open day for the benefit of the Kent Life attraction in partnership with the Events Duty Manager. These will need to be confirmed in time for the appropriate marketing material.
3. CYFC to provide a minimum of 100 volunteer hours to CMET or their managing agent in addition to the open day and events, in lieu of a rent payable. The amount of volunteer hours to be agreed and arranged with CMET's managing agent. Some of these hours could be used in the support of children and young people to visit and work with them for short periods.
4. The CYFC is responsible for all utility costs including water, electricity and waste disposal within their area, and to arrange for separately metered supplies.
5. The CYFC is responsible for full insurances and liability cover. CMET's managing agent will not be liable for any accidents or injuries sustained by club members or guests visiting the CYFC area.
6. The CYFC is responsible for maintaining the condition of the buildings, fencing and open areas to a high standard of repair and safety, as detailed by a condition survey.
7. CMET and their managing agent will be able to inspect the land edged red and blue at any time.

8. The field edged in blue on Plans 1 and 2 will be divided into 4 paddocks by the CYFC to facilitate the segregation of animals when the field is required for overflow car parking by CMET's managing agent.
9. Any additional buildings and fencing constructed by the CYFC must be of a temporary nature and able to be removed should the CYFC cease to use the area. The CYFC must not undertake any building work without prior approval of CMET's managing agent.
10. The CYFC is responsible for the care and welfare of all the animals under their County Parish Holding. This includes organising all feed and veterinary arrangements under separate accounts to CMET's managing agent.
11. Any emergency feeding requested of CMET's managing agent must be notified in writing and will be back charged as a reasonable and appropriate percentage of the Livestock Officer's time. This charge to be agreed at the start of the agreement.
12. CMET's managing agent may require use of the field edged blue for events during the season. During these events all livestock must be removed from the field. This use will be confirmed at least 2 months prior to the events to allow for sufficient notice.
13. On occasion, the CYFC may locate their livestock within the Farmyard at the Kent Life attraction at times agreed with Kent Life. On these occasions, feed costs will be covered by CMET's managing agent.
14. Access through the car park to the CYFC area is permitted during normal operating hours. Access outside of these hours must be agreed in writing so as to allow for appropriate security management at all times. CYFC to provide written confirmation of their 'normal/regular' working hours, and advance written notice of abnormal period of attendance, for example at lambing time.
15. Access to the Kent Life attraction will be granted to CYFC volunteers, where appropriate, by the Livestock Officer. This will be subject to training and organised by rota. There will be no access to the Kent Life attraction outside of operating hours without prior approval from the General Manager.
16. Access to the CYFC site will be along the access road shown coloured orange on Plan 2.
17. CMET's managing agent reserve an access for vehicles along the southern boundary of the site, as shown coloured yellow on Plan 1 and 2, to facilitate unobstructed access to the north part of the site. Access is also required when the field edged in blue on plans 1 and 2 is required for overflow parking.

18. The CYFC must exist solely for their members and must not set up any promotional or commercial activities at any time unless approved by and in partnership with CMET's managing agent – this includes fund raising opportunities.
19. Both the CYFC and CMET's managing agent will work together to promote and support each other in a positive manner at all times.
20. The CYFC must cooperate with the requirements of CMET's managing agent in complying with all statutory requirements in relation to the operating of Kent Life, producing to CMET such evidence as it shall request.
21. Use of machinery or equipment belonging to CMET's managing agent or the Kent Life attraction by the CYFC is at the agreement of CMET's managing agent or Kent Life only, and only by trained operatives. CMET's managing agent and CYFC to agree how to split the cost of fuel and maintenance.

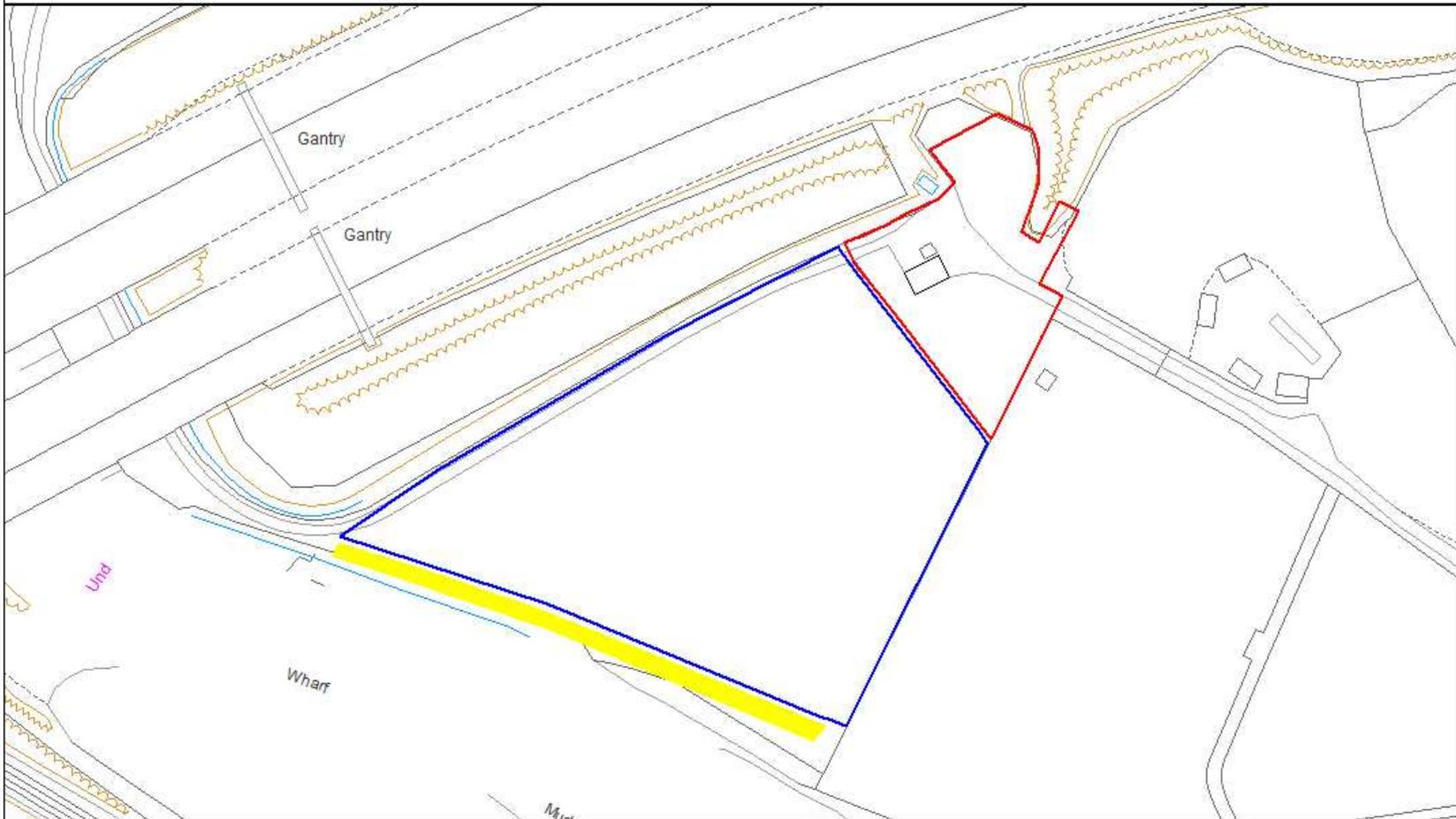
Plans below showing location of the young Farmers area on the Kent Life site:

Red; Young Farmers area.

Blue; Flower Field.

Yellow; Access ways.

THE MAIDSTONE BOROUGH COUNCIL



Cobtree Young Farmers Club

Museum of Kent Life



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