

# COBTREE MANOR ESTATE CHARITY COMMITTEE MEETING

Date: Wednesday 6 November 2019  
Time: 2.30 p.m.  
Venue: Town Hall, High Street, Maidstone

Membership:

Councillors Cox, Daley, Mrs Gooch (Vice-Chairman), Mrs Hinder and McLoughlin (Chairman)

*The Chairman will assume that all Members will read the reports before attending the meeting. Officers are asked to assume the same when introducing reports.*

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## AGENDA

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| 1. Apologies for Absence  |         |
| 2. Notification of Substitute Members   |         |
| 3. Urgent Items   |         |
| 4. Notification of Visiting Members   |         |
| 5. Disclosures by Members and Officers  |         |
| 6. Disclosures of Lobbying  |         |
| 7. To consider whether any items should be taken in private because of the possible disclosure of exempt information. |         |
| 8. Minutes of the meeting held on 11 July 2019  | 1 - 9   |
| 9. Presentation of Petitions (if any)   |         |
| 10. Questions and answer session for members of the public (if any)   |         |
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**Issued on Tuesday 29 October 2019**

**Continued Over/:**

*Alison Broom*

**Alison Broom, Chief Executive**

## **PUBLIC SPEAKING AND ALTERNATIVE FORMATS**

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## MAIDSTONE BOROUGH COUNCIL

### COBTREE MANOR ESTATE CHARITY COMMITTEE

#### MINUTES OF THE MEETING HELD ON THURSDAY 11 JULY 2019

**Present:** Councillor McLoughlin (Chairman) and  
Councillors Cox, Mrs Gooch and Mrs Hinder

**Also Present:** Mr M Eady and Mr S McGee (MyTime Active)

19. APOLOGIES FOR ABSENCE

It was noted that apologies for absence had been received from Councillor Daley.

20. NOTIFICATION OF SUBSTITUTE MEMBERS

There were no Substitute Members.

21. URGENT ITEMS

During consideration of the report of the Senior Finance Manager (Client) summarising the current financial position of the Cobtree Manor Estate, the Chairman said that, in his opinion, the oral update report of the Cobtree Manager on activities at the Estate during the period April-July 2019 should be taken as an urgent item in view of the length of time until the next meeting.

22. NOTIFICATION OF VISITING MEMBERS

There were no Visiting Members.

23. DISCLOSURES BY MEMBERS AND OFFICERS

There were no disclosures by Members or Officers.

24. DISCLOSURES OF LOBBYING

There were no disclosures of lobbying.

25. EXEMPT ITEMS

**RESOLVED:** That the item on Part II of the agenda and the slides in the presentation to be given by representatives of MyTime Active, the Golf Course contractor, which contain exempt information be considered in public, but the information contained therein should remain private. However, if Members wish to discuss the information contained in the

exempt Appendix and the slides, or to ask questions, it will be necessary to move into private session.

26. MINUTES OF THE MEETING HELD ON 11 JUNE 2019

**RESOLVED:** That the Minutes of the meeting held on 11 June 2019 be approved as a correct record and signed.

The Leisure Manager advised the Committee that further quotations had been obtained for repairs to the roof of the Cuddle Corner building at Kent Life. One of the quotations was much lower than the original quotation and, subject to the completion of the necessary contract documentation, it was anticipated that the repairs to the roof would be undertaken in August 2019. The Kent Life maintenance team had removed the trees and bushes around the building and had also removed vegetation on or near the other Kent Life buildings.

27. PRESENTATION OF PETITIONS

There were no petitions.

28. QUESTIONS AND ANSWER SESSION FOR MEMBERS OF THE PUBLIC

There were no questions from members of the public.

29. LAND AND BUILDING AT COBTREE MANOR ESTATE

The Corporate Property Manager presented her report seeking the Committee's agreement to the assignment of a lease of land and building at Cobtree Manor Estate.

The Corporate Property Manager advised the Committee that in 1993 the Council granted a lease of land and building at the Cobtree Manor Estate to Travis Perkins (Properties) Ltd. The lease was for 999 years less 3 days and the rent was a peppercorn because Travis Perkins paid a premium for the lease in 1993 of £93,750. Travis Perkins had now established a new inter-group company to hold its property and had requested that the lease be assigned to the new company, TP Property Company Limited.

It was noted that granting the assignment would allow the lease to continue under its existing terms to the same tenant with the only variation being to the company name. It would also prevent the possibility of the Council being in breach of its obligations as a landlord because under the terms of the lease a request of this nature cannot be unreasonably withheld.

**RESOLVED:**

1. That a licence to assign be granted to Travis Perkins (Properties) Ltd and the licence be backdated to allow for the delay in reporting the matter to the Committee.

2. That Mid-Kent Legal Services be asked to prepare the relevant legal documents and complete the transaction.

### 30. COBTREE MANOR ESTATE FINANCIAL POSITION

The Senior Finance Manager (Client) introduced his report summarising the financial position of the Cobtree Manor Estate as at 31 May 2019. The report covered the activities at the Golf Course, Kent Life, the Manor Park and the Café/Visitor Centre. The report also included updates on the proposed Service Level Agreement between the Borough Council and the Charity, the car park loan agreement and the new financial management system.

#### Financial Position

The Senior Finance Manager (Client) advised the Committee that:

- The new financial management system went live on 1 July 2019. This was slightly later than anticipated due to the Council's year-end accounts close-down being more complicated than in previous years. As a consequence, the quarter one figures were still in the Borough Council's financial management system, but they would be transferred across to Sage so that the whole year would be in the new system going forward. Future reports would show a separate heading for the residential properties and the residual budgets for the Café/Visitor Centre would be incorporated into the Manor Park budget.
- The summary totals showed a positive variance of £10,403 for the Charity at the end of May 2019. The forecast for the year was for an operational surplus of £55,920, compared to a provisional surplus of £35,596 for 2018/19.
- There were no issues to report at this stage in respect of the Golf Course. The invoice for the first quarter of 2019/20 had been paid by MyTime.
- Income from the car park at Cobtree Manor Park continued to be high. The new Apprentice post was still vacant resulting in an underspend in employee costs. There was a small overspend in controlled running costs as the new arrangements for locking the gates were not yet fully in place and the services of the security firm would continue to be used until September 2019.
- There were no issues to report at this stage in respect of Kent Life.

With regard to the Café/Visitor Centre, the Leisure Manager advised the Committee that responsibility for running the facility had passed to DAGT Ltd in April 2018 and discussions were ongoing with the company regarding invoices for staffing costs. Whilst there had been some progress, there were outstanding invoices and action was being considered to recover the monies owed to the Borough Council and the Charity. It was suggested and agreed that a letter be drafted to be sent

from the Chairman of the Committee to the company seeking early payment of the monies owed to the Charity.

In response to questions, the Senior Finance Manager (Client) explained that rent income of £5,300 at the Golf Course related to the siting of a mobile phone mast. The variance in rent income for the residential properties at Cobtree Manor Park was due to them having two rent free weeks at the start of the financial year. The variance in other income - staff recharges at the Café/Visitor Centre related to the outstanding invoices for staffing costs. The variance in other income - profit share at the Café/Visitor Centre was because the first quarter had not yet been invoiced.

### Service Level Agreement

The Senior Finance Manager (Client) advised the Committee that:

- The draft version of the Service Level Agreement (SLA) attached as Appendix 2 to the report had been drawn up by the Borough Council's Legal Services team using a standard template. It had not been formally considered by the Borough Council so the contents should not be taken as representing a formal Council position on any of the matters contained within the draft. Amendments were required to more properly reflect the nature of the relationship between the Charity and the Borough Council.
- The intention at this stage was to give the Committee an early opportunity to consider the issues to be addressed by the SLA and make comments. Subject to the Committee's comments and any other issues that might be raised, it was the aim to report the SLA back to the Committee for approval in the autumn.
- The schedule of recharges had also been updated with a view to minimising the VAT liability going forward.

During the discussion on the SLA, it was agreed that the document should be checked to avoid inconsistencies in terminology such as *the* Service Provider.

### Loan Agreement – Car Park Resurfacing Works

The Senior Finance Manager (Client) advised the Committee that:

- The final cost of the works was £320,643 (£289,803 for the works and £30,840 for other project management costs. As previously agreed, the cost of these works would be funded by a loan from the Borough Council and a draft loan agreement was attached as Appendix 3 to the report together with a repayment schedule. Subject to the Committee's comments and any other issues that might be raised, it was the aim to report the loan agreement back to the Committee for approval in the autumn.

- The cashflow projection had been updated. The Committee had previously expressed a wish to repay the loan over the shortest period possible, but given other commitments and potential future issues, it would seem prudent to spread the repayments over five years to maintain adequate resources for any other costs.

During the discussion on the loan agreement it was suggested and agreed that the document should be amended to correctly define the name of the Charity.

In response to questions by Members, the Senior Finance Manager (Client) explained that the capital figures in the cashflow projection would be amended to more accurately reflect capital expenditure in relation to a power supply (50% to be reimbursed by DAGT Ltd.).

**RESOLVED:**

1. That the financial position of the Cobtree Manor Estate as at 31 May 2019 be noted.
2. That a letter be drafted to be sent from the Chairman of the Committee to DAGT Ltd., the operator of the Café/Visitor Centre, seeking early payment of the monies owed to the Charity.
3. That the progress to date with the Service Level Agreement between the Borough Council and the Charity be noted with the proviso that the document should be checked to avoid inconsistencies in terminology such as *the* Service Provider.
4. That the loan agreement between the Borough Council and the Charity should be amended to correctly define the name of the Charity.
5. That the loan from the Borough Council to fund the car park resurfacing work should be repaid over five years as proposed in paragraph 5.4 of the report of the Senior Finance Manager (Client).
6. That the progress to date with the new financial management system be noted.

31. COBTREE MANOR ESTATE UPDATE REPORT

The Cobtree Manager presented her report providing an update on activities at the Cobtree Manor Estate during the period April-July 2019.

Cobtree Manor Park

The Cobtree Manager advised the Committee that:

- Works at the Manor Park included planting and fencing of the car park beds and further tree works following survey recommendations.

- The second Ranger had been in post since 29 March 2019 leading and supervising volunteers and students, introducing monthly nature notes and carrying out habitat surveys in addition to routine tasks.
- An events programme for the summer of 2019 had been drawn up including two performances of Shakespeare's Much Ado about Nothing.
- The Pollinator Party had been affected by poor weather with the event attracting only about 30 participants.
- Cobtree Manor Park continued to support students on work placements and to welcome volunteers.
- The new car park was functioning well with visitors generally parking in the designated bays, thus increasing car park capacity, and more consistently observing the one way system. The drainage system had functioned well during periods of heavy rain and there had been a reduction in dust on dry days.

In response to a question, the Cobtree Manager confirmed that the car park beds were being watered by hand whilst the plants and trees become established. It was agreed that the Cobtree Manager be requested to review these arrangements and report back to the next meeting with proposals for a more effective watering regime including possible investment in a bowser.

Arising from the discussion it was agreed that details of Park visitor numbers should be circulated to all Members of the Committee. The figures were being analysed for accuracy as there had been problems with the counter.

#### Cobtree Manor Park Golf Course

The Cobtree Manager advised the Committee that:

- The month of June had been challenging for the team at the Golf Course. MyTime Active, the Golf Course operators, had experienced a decline in golf use not only at Cobtree but at other courses managed by the company. Heavy rainfall in June had resulted in a drop in rounds played and green fees. Nearly 2,000 fewer people had played golf at Cobtree during this quarter compared to the same period in 2018.
- Foot golf was no longer offered at Cobtree as the associated costs were rising too quickly to make it economically viable.
- In terms of the Cobtree Wellbeing Programme, a delivery plan had been developed which included running another dementia golf programme which would start in August.

## Kent Life

The Cobtree Manager advised the Committee that:

- Wet weather at the beginning of June had reversed the trend of improvements in visitor numbers over the previous year.
- The operators had continued to experience problems with sewage removal from the site and had arranged for a specialist contractor to visit and assess the current system and pump sizes.

Arising from the discussion, it was agreed that an update be provided for all Members of the Committee on where responsibility lies for maintenance of the pumping system at Kent Life, and any action to be taken, and that a report be submitted to the next meeting of the Committee if necessary.

### **RESOLVED:**

1. That the report be noted.
2. That the Cobtree Manager be requested to review the arrangements for watering the car park beds at Cobtree Manor Park and to report back to the next meeting with proposals for a more effective watering regime including possible investment in a bowser.
3. That details of visitor numbers at Cobtree Manor Park be circulated to all Members of the Committee.
4. That an update be provided for all Members of the Committee on where responsibility lies for maintenance of the pumping system at Kent Life, and any action to be taken, and that a report be submitted to the next meeting of the Committee if necessary.

## 32. COBTREE MANOR PARK GOLF COURSE DEVELOPMENT WORKS

The Leisure Manager introduced his report providing an update on MyTime Active's plans to build a new clubhouse at Cobtree Manor Park and seeking the Committee's agreement to the amendment of the contract, lease and any other ancillary documentation to facilitate the refurbishment and extension of the existing clubhouse instead of building a new facility.

It was noted that:

- MyTime Active had been operating the Golf Course under the current contract since 1 September 2017. The contract required MyTime Active to invest the contract capital sum in a brand new clubhouse building, course improvements, driving range and facility improvements.
- Planning permission was granted by Maidstone Borough Council in February 2019, but the construction of the new-build clubhouse had

been complicated by its location on the site. Ancient Woodland close to the intended location had resulted in the identification of a new location adjacent to the existing clubhouse, but there were drainage complications associated with the new location requiring additional piling work which had led to increased construction costs.

- Work had been done to re-profile the construction budget and deliver the scheme but this reduced the footprint and specification of the building to such an extent that pressure would be put on future income streams.
- MyTime Active was no longer in a position to deliver the new clubhouse because the capital costs were greater than forecast and greater than the capital sum identified in the contract. The company had incurred considerable costs to date, and the forecast return on the investment would make the investment unviable.
- MyTime was proposing the refurbishment and extension of the existing clubhouse as an alternative solution. This would bring improved facilities to the site in a cost effective way and protect the financial operations of the site and the annual payments generated for the Council.

Representatives of MyTime Active attended the meeting to present their revised proposals, including indicative plans which could be subject to change. It was noted that the opportunity would be taken to review the facility mix/proposition and the potential relocation of the driving range. The company would honour the same contract capital sum and rental commitments, but the timetable was challenging. Discussions would take place with both local planning authorities as to whether planning permission was required for the revised scheme.

The Committee accepted the need to move forward, but requested regular updates.

**RESOLVED:**

1. That approval be given for the capital sum in the current contract with MyTime Active to be invested into a refurbishment of the existing clubhouse building, with new extension, at Cobtree Manor Park Golf Course instead of being invested in a new clubhouse building.
2. That a waiver of the requirement to enter into a competitive procurement process for the contract to manage Cobtree Manor Park Golf Course be presented to and approved by the Director of Finance and Business Improvement before the actions in paragraph 3 below are undertaken.
3. That authority be given to the Director of Regeneration and Place to instruct Mid-Kent Legal Services to amend the contract and lease thus incorporating the changes approved in paragraph 1 above and

for the amended contract, lease and any other ancillary documents to be entered into by the Council.

4. That regular updates be submitted to the Committee on the progress with regard to the Golf Course development works.

33. DURATION OF MEETING

2.35 p.m. to 4.00 p.m.

# Agenda Item 11

**Cobtree Manor Estate Charity  
Committee**

**6 November 2019**

## **Appointment of External Auditors**

<b>Final Decision-Maker</b>	Cobtree Manor Estate Charity Committee
<b>Lead Head of Service</b>	Head of Regeneration & Economic Development – John Foster
<b>Lead Officer and Report Author</b>	Paul Holland, Senior Finance Manager (Client)
<b>Classification</b>	Public
<b>Wards affected</b>	Boxley

### **Executive Summary**

The appointment of the current auditors to the Trust (UHY Hacker Young) has now expired, and this report seeks approval for their reappointment for a further 2 year term.

### **Purpose of Report**

To appoint external auditors for the Trust.

### **This report makes the following recommendations to this Committee:**

1. That UHY Hacker Young are appointed external auditors to the Charity for the financial years 2019/20 and 2020/21.

### **Timetable**

<b>Meeting</b>	<b>Date</b>
Cobtree Manor Estate Charity Committee	6 November 2019

# Appointment of External Auditors

## 1. CROSS-CUTTING ISSUES AND IMPLICATIONS

<b>Issue</b>	<b>Implications</b>	<b>Sign-off</b>
<b>Impact on Corporate Priorities</b>	The operation of the Estate directly supports the objects of the Trust as set out when the Council became the Corporate Trustee	Head of Regeneration & Economic Development
<b>Cross Cutting Objectives</b>	The operation of the Estate supports the Council's strategic objective to ensure there are good leisure and cultural attractions in the Borough.	Head of Regeneration & Economic Development
<b>Risk Management</b>	There is a potential reputational risk if the annual accounts are not prepared correctly and in accordance with recommended best practice.	Leisure Manager
<b>Financial</b>	There is a financial risk to the Trust if the operations cost more than predicted or fail to generate sufficient income to cover the costs of running the estate.	Senior Finance Manager (Client)
<b>Staffing</b>	There are no additional implications arising from this report.	Leisure Manager
<b>Legal</b>	<p>Under the Council's Constitution the Committee as Corporate Trustee is responsible for all matters relating to the Charity with the exception of daily management.</p> <p>Law applicable to charities in England and Wales requires the trustee to prepare financial statements for each financial year which give a true and fair view of the Charity's financial activities during the year and of its financial position at the end of the year. Whilst there is no statutory requirement for an external audit, the Charity has previously decided that external auditing should be undertaken.</p> <p>There are no further implications arising from this report.</p>	Team Leader (Corporate Governance), Mid Kent Legal Services
<b>Privacy and Data Protection</b>	There are no specific privacy or data protection issues to address.	Team Leader (Corporate Governance), Mid Kent Legal Services

<b>Equalities</b>	There are no additional implications arising from this report.	Anna Collier Policy and Information Manager
<b>Public Health</b>	There are no additional implications arising from this report.	Public Health Officer
<b>Crime and Disorder</b>	There are no additional implications arising from this report.	Head of Regeneration & Economic Development
<b>Procurement</b>	There are no additional implications arising from this report.	Head of Regeneration & Economic Development

## **2. INTRODUCTION AND BACKGROUND**

- 2.1 External audit services are currently provided by a local company, UHY Hacker Young, who were previously appointed for a 2 year term covering the financial years 2017/18 and 2018/19.
- 2.2 The Charity follows Maidstone Borough Council's contracts procedures rules, and these specify that for contracts of a value of £10,000 or less at least one written quote must be obtained. For 2018/19 the cost of the audit will be £5,280 plus VAT. UHY Hacker Young were asked to provide a quote, and they have responded with a figure of £5,410 plus VAT for 2019/20, and £5,545 plus VAT for 2020/21 which represents inflationary increases of around 2.5%.

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## **3. AVAILABLE OPTIONS**

- 3.1 Under the current statutory audit thresholds for charities there is no requirement for an external audit, an independent examination would suffice. This is a simpler form of scrutiny than an audit but it would still provide an assurance that the accounts have been the subject of an independent review. However the Charity has previously taken the decision that it would like an external audit to be undertaken.
- 3.2 The Charity could choose to ask for more than one quote for the external audit service and possibly appoint a different auditor.
- 3.3 The Charity could appoint UHY Hacker Young as external auditor for 2019/20 and 2020/21.

#### **4. PREFERRED OPTION AND REASONS FOR RECOMMENDATION**

- 4.1 It is recommended that UHY Hacker Young are appointed as external auditors to the Charity for 2019/20 and 2020/21. The nature of the Charity and its relationship with the Council means that the financial transactions and arrangements are somewhat complex, and as UHY Hacker Young have developed an understanding of this it would seem appropriate to continue to use them. They have also developed a good working relationship with Council officers. Any new auditors would have to develop their own understanding of the Charity and develop new working relationships with officers.
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#### **5. NEXT STEPS: COMMUNICATION AND IMPLEMENTATION OF THE DECISION**

- 5.1 If the recommendation is agreed UHY Hacker Young will be formally requested to provide external audit services for 2019/20 and 2020/21.
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#### **6. REPORT APPENDICES**

None.

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#### **7. BACKGROUND PAPERS**

None.

# Agenda Item 12

## **Cobtree Manor Estate Charity Committee**

**6 November 2019**

### **Cobtree Manor Estate Financial Position**

<b>Final Decision-Maker</b>	Cobtree Manor Estate Charity Committee
<b>Lead Head of Service</b>	Head of Regeneration & Economic Development – John Foster
<b>Lead Officer and Report Author</b>	Paul Holland, Senior Finance Manager (Client)
<b>Classification</b>	Public
<b>Wards affected</b>	Boxley

#### **Executive Summary**

The report summarises the current financial position of the Estate as at 30 September 2019 covering the activities at the golf course, Kent Life, the Manor Park and the Café/Visitor Centre. It also includes updates on the Service Level Agreement, the car park loan agreement and the five year cashflow projection.

#### **Purpose of Report**

To update the Committee on the current financial position and any other relevant matters that may impact the financial position of the Trust.

#### **This report makes the following recommendations to this Committee:**

1. That the current financial position be noted.
2. That the position on the Service Level Agreement is noted.
3. That the updated loan agreement for the car park works is agreed and formally adopted.
4. That the updated five year cashflow projection be noted.

#### **Timetable**

<b>Meeting</b>	<b>Date</b>
Cobtree Manor Estate Charity Committee	6 November 2019

# Cobtree Manor Estate Financial Position

## 1. CROSS-CUTTING ISSUES AND IMPLICATIONS

<b>Issue</b>	<b>Implications</b>	<b>Sign-off</b>
<b>Impact on Corporate Priorities</b>	The operation of the Estate directly supports the objects of the Trust as set out when the Council became the Corporate Trustee	Head of Regeneration & Economic Development
<b>Cross Cutting Objectives</b>	The operation of the Estate supports the Council's strategic objective to ensure there are good leisure and cultural attractions in the Borough.	Head of Regeneration & Economic Development
<b>Risk Management</b>	There is a potential reputational risk if the facilities are operated poorly. This is addressed in the annual risk management report.	Leisure Manager
<b>Financial</b>	There is a financial risk to the Trust if the operations cost more than predicted or fail to generate sufficient income to cover the costs of running the estate.	Senior Finance Manager (Client)
<b>Staffing</b>	There are no additional implications arising from this report.	Leisure Manager
<b>Legal</b>	Under the Council's Constitution the Committee as Corporate Trustee is responsible for all matters relating to the Charity with the exception of daily management. Law applicable to charities in England and Wales requires the trustee to prepare financial statements for each financial year which give a true and fair view of the Charity's financial activities during the year and of its financial position at the end of the year. This update report assists in meeting those requirements  There are no further implications arising from this report.	Team Leader (Corporate Governance), Mid Kent Legal Services
<b>Privacy and Data Protection</b>	There are no specific privacy or data protection issues to address.	Anna Collier Policy and Information Manager
<b>Equalities</b>	There are no additional implications arising from this report.	Anna Collier Policy and Information Manager

<b>Public Health</b>	There are no additional implications arising from this report.	Public Health Officer
<b>Crime and Disorder</b>	There are no additional implications arising from this report.	Head of Regeneration & Economic Development
<b>Procurement</b>	There are no additional implications arising from this report.	Head of Regeneration & Economic Development

## 2. INTRODUCTION AND BACKGROUND

2.1 This is a regular update report on the financial position of the Estate, which enables the Committee to see how the various areas of activity are performing. The last few years have seen a number of significant financial pressures and issues, and it is important for the future of the Estate that these are addressed and monitored.

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## 3. CURRENT FINANCIAL POSITION

3.1 The table below summarises the position as at 30<sup>th</sup> September 2019. **Appendix 1** provides a more detailed breakdown of the figures.

### 3.1.1 Overall Summary Position:

#### SUMMARY TOTALS

	A	B	C	(B-C)
	Budget for Year 2019/20	Budget to end of September 2019	Actuals to end of September 2019	Variance as at end of September 2019
Golf Course	-£102,470	-£53,885	-£55,213	£1,328
Manor Park	£96,010	£57,970	£53,485	£4,485
Kent Life	-£35,960	-£17,980	-£20,828	£2,848
Residential Properties	-£13,500	-£6,750	-£3,498	-£3,252
<b>Totals</b>	<b>-£55,920</b>	<b>-£20,645</b>	<b>-£26,054</b>	<b>£5,409</b>

The table above shows a positive variance of £5,409 for the Committee at the end of September. The forecast for the year is for an operational surplus of £55,920, compared to a provisional surplus of £35,596 for 2018/19.

Comments on the individual service areas are as follows:

3.1.2 **Cobtree Golf Course** – There are no issues to report at this stage. Mytime have been invoiced for the first and second quarters for 2019/20.

3.1.3 **Cobtree Manor Park** – In overall terms the budget for the park shows a small underspend. However, there are a number of underlying issues:

- Employee Costs – The Apprentice post is still currently vacant. The intention is to fill the post in January.
- Electricity – The expenditure for this year includes a number of bills that relate to 2018/19. It appears that these bills came about as a result of an actual meter reading which subsequently led to a restating of previous bills to reflect the actual reading.
- Equipment Purchase – It was necessary to spend a significant sum on replacement play area equipment at the start of the year to ensure that there were sufficient spare parts in place for the summer.
- Professional Services Security – The in-house gate locking arrangement started on 1<sup>st</sup> October so there should be no further expenditure in this area.

Car park income continues to be high, and the profit share element of the café contract has realised more income than was forecast, and these two areas along with the employee costs underspend have covered the issues arising from the areas discussed above.

3.1.4 **Kent Life** - There are no issues to report at this stage. Planning Solutions have been invoiced for the first instalment due for this year.

3.1.5 **Residential Properties** There have been some works undertaken to Stream Cottages which means there is currently an overspend against the profiled budget, but assuming there are no further major expenditure items the position should be corrected by the end of the year.

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#### 4. SERVICE LEVEL AGREEMENT AND CAR PARK LOAN AGREEMENT

4.1 The draft Service Level Agreement that was presented to the last Committee meeting has been updated to take into account comments made by Members. At this stage however officers are continuing to review the document to ensure that it does accurately reflect the complex nature of the relationship between the Trust and the various Council departments. The intention is to bring the final version of the agreement back to the Committee for final approval at the next meeting in January.

4.2 Attached at **Appendix 2** is an updated version of the Loan Agreement between the Trust and the Council that was presented for comment at the last Committee meeting. The document now reflects the comments that were made by Members at that meeting. There was a comment regarding the length of both this document and the Service Level Agreement and having passed that onto legal services their response was that they needed to be this length in order to protect the interests of both parties and ensure that all relevant areas were covered.

- 4.3 It should be noted that the loan agreement is now referred to as a repayment agreement. This reflects the fact that there was no actual loan transaction. The Council have paid for the works and the Trust are now reimbursing them for the costs of the works.
  - 4.4 If Members are minded to approve the updated loan agreement, then legal services will draw up the final version for signing by both parties.
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## **5. UPDATED FIVE YEAR CASHFLOW PROJECTION**

- 5.1 Attached at Appendix 3 is an updated version of the cashflow projection that has been presented previously to the Committee.
  - 5.2 The purpose of this version is to update the Committee on proposed future capital expenditure. This reflects a review of the works that was recently undertaken by officers. As and when these works are required it is intended to bring further details and updated costs to the Committee for formal approval.
  - 5.3 One point to note is that beyond the five years set out in this projection the existing play area will need to be either replaced or substantially refurbished, and this is likely to be a significant cost.
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## **6. AVAILABLE OPTIONS**

- 6.1 Sections 3 and 5 are for noting only.
  - 6.2 For section 4 the Committee could choose to ask for further revisions to be made to the draft agreements.
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## **7. PREFERRED OPTION AND REASONS FOR RECOMMENDATIONS**

- 7.1 For section 4 the recommendation is for the updated draft loan agreement to be approved and formally adopted to protect the interests of the Trust in its relationship with the Council.
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## **8. NEXT STEPS: COMMUNICATION AND IMPLEMENTATION OF THE DECISION**

- 8.1 Officers will continue to monitor the financial position and take appropriate action where necessary.
-

## 9. **REPORT APPENDICES**

- Appendix 1: Financial Position as at 30<sup>th</sup> September 2019.
  - Appendix 2: Draft car park loan agreement and repayment schedule.
  - Appendix 3: Updated cashflow projection.
- 

## 10. **BACKGROUND PAPERS**

None.

## Appendix 1

	A	B	C	(B-C)
	Budget for Year 2019/20	Budget to end of September 2019	Actuals to end of September 2019	Variance as at end of September 2019
<b>GOLF COURSE</b>				
Repairs & Maintenance	£4,950	£2,475	£1,062	£1,413
Premises Insurance	£710	£355	£355	£0
Equipment Maintenance	£1,020	£510	£0	£510
General Expenses - VAT	£4,000	£2,000	£1,714	£286
Licence Fees	£200	£100	£0	£100
Direct Telephones	£820	£410	£0	£410
<b>Controlled Running Costs</b>	<b>£11,700</b>	<b>£5,850</b>	<b>£3,131</b>	<b>£2,719</b>
Contract Income	-£159,130	-£79,565	-£79,570	£5
Rent Income	-£5,300	-£5,300	-£5,250	-£50
<b>Controlled Income</b>	<b>-£164,430</b>	<b>-£84,865</b>	<b>-£84,820</b>	<b>-£45</b>
MBC Staff Recharges	£21,300	£10,650	£10,650	£0
<b>Rechargeable Costs</b>	<b>£21,300</b>	<b>£10,650</b>	<b>£10,650</b>	<b>£0</b>
<b>Cobtree Golf Course</b>	<b>-£131,430</b>	<b>-£68,365</b>	<b>-£71,039</b>	<b>£2,674</b>
MBC 2/9ths share	£28,960	£14,480	£15,826	-£1,346
<b>CMET Total</b>	<b>-£102,470</b>	<b>-£53,885</b>	<b>-£55,213</b>	<b>£1,328</b>

<b>MANOR PARK</b>				
Salaries	£82,960	£41,480	£33,530	£7,950
Overtime	£4,000	£2,000	£0	£2,000
Employers NI	£6,370	£3,185	£2,926	£259
Employers Superannuation	£10,070	£5,035	£4,729	£306
Employee Insurances	£840	£420	£420	£0
<b>Employee Costs</b>	<b>£104,240</b>	<b>£52,120</b>	<b>£41,605</b>	<b>£10,515</b>
Repairs & Maintenance	£57,600	£28,800	£28,891	-£91
Gas	£3,960	£1,980	£942	£1,038
Electricity	£8,860	£4,430	£9,691	-£5,261
Water Metered	£1,180	£590	£750	-£160
Sewerage & Env Services	£1,080	£540		£540
Trade Refuse Collection (Internal)	£13,260	£6,630	£6,057	£573
Premises Insurance	£2,400	£1,200	£1,200	£0
Equipment Purchase	£1,020	£510	£7,143	-£6,633
Equipment Maintenance	£2,040	£1,020		£1,020
Equipment Hire	£510	£255		£255
Materials & Supplies	£1,020	£510	£1,014	-£504
Cash Collection	£2,370	£1,185	£537	£648
Protective Clothes	£510	£255	£214	£41
Photocopying	£510	£255	£92	£163
General Expenses	£1,380	£690	£1,275	-£585
General Expenses - VAT	£8,300	£4,150	£4,681	-£531
Audit Fee	£5,130	£0	£150	-£150
Professional Services Security	£7,640	£3,820	£12,706	-£8,886
Direct Telephones	£210	£105	£46	£59
Mobile Telephones	£110	£55	£82	-£27
General Insurances	£960	£480	£480	£0
External Print & Graphics	£170	£85	£0	£85
<b>Controlled Running Costs</b>	<b>£120,220</b>	<b>£57,545</b>	<b>£75,951</b>	<b>-£18,406</b>
Fees & Charges - Car Parking	-£88,470	-£51,705	-£58,893	£7,188
Other Income - Cobtree Charity Trust Ltd	-£40,000	£0	-£1,526	£1,526
Other Income	-£5,000	-£2,500	-£2,341	-£159
Licences	-£420	-£210	-£140	-£70
Rent Income (Café)	-£34,000	-£17,000	-£20,891	£3,891
<b>Controlled Income</b>	<b>-£167,890</b>	<b>-£71,415</b>	<b>-£83,791</b>	<b>£12,376</b>
MBC Staff Recharges	£39,440	£19,720	£19,720	£0

# Appendix 1

	A	B	C	(B-C)
	Budget for Year 2019/20	Budget to end of September 2019	Actuals to end of September 2019	Variance as at end of September 2019
<b>Rechargeable Costs</b>	<b>£39,440</b>	<b>£19,720</b>	<b>£19,720</b>	<b>£0</b>
<b>Cobtree Manor Park</b>	<b>£96,010</b>	<b>£57,970</b>	<b>£53,485</b>	<b>£4,485</b>
<b>KENT LIFE</b>				
Repairs & Maintenance of Premises	£13,500	£6,750	£5,462	£1,288
Premises Insurance	£4,640	£2,320	£2,320	£0
General Expenses	£2,650	£1,325	£0	£1,325
General Expenses - VAT	£3,000	£1,500	£1,265	£235
<b>Controlled Running Costs</b>	<b>£23,790</b>	<b>£11,895</b>	<b>£9,047</b>	<b>£2,848</b>
Contract Income	-£71,170	-£35,585	-£35,585	£0
<b>Controlled Income</b>	<b>-£71,170</b>	<b>-£35,585</b>	<b>-£35,585</b>	<b>£0</b>
MBC Staff Recharges	£11,420	£5,710	£5,710	£0
<b>Rechargeable Costs</b>	<b>£11,420</b>	<b>£5,710</b>	<b>£5,710</b>	<b>£0</b>
<b>Kent Life</b>	<b>-£35,960</b>	<b>-£17,980</b>	<b>-£20,828</b>	<b>£2,848</b>
<b>RESIDENTIAL PROPERTIES</b>				
Repairs & Maintenance	£12,500	£6,250	£8,237	-£1,987
<b>Controlled Running Costs</b>	<b>£12,500</b>	<b>£6,250</b>	<b>£8,237</b>	<b>-£1,987</b>
Rent Income	-£26,000	-£13,000	-£11,735	-£1,265
<b>Controlled Income</b>	<b>-£26,000</b>	<b>-£13,000</b>	<b>-£11,735</b>	<b>-£1,265</b>
MBC Staff Recharges	£0	£0	£0	£0
<b>Rechargeable Costs</b>	<b>£0</b>	<b>£0</b>	<b>£0</b>	<b>£0</b>
<b>Residential Properties</b>	<b>-£13,500</b>	<b>-£6,750</b>	<b>-£3,498</b>	<b>-£3,252</b>
<b>OVERALL TOTALS</b>	<b>-£55,920</b>	<b>-£20,645</b>	<b>-£26,054</b>	<b>£5,409</b>

**DATED**

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**REPAYMENT AGREEMENT**

**between**

**MAIDSTONE BOROUGH COUNCIL**

**And**

**Cobtree Manor Estate Trust**

Mid Kent Legal Services  
Maidstone Borough Council  
Matter Ref: M0 [ ]

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THIS DEED is made between

**PARTIES**

- (1) **Maidstone Borough Council** whose principal address is at Maidstone House, King Street, Maidstone, ME15 6JQ (**the Authority**).
- (2) **Cobtree Manor Estate Trust** a registered charity with registration number 283617 whose principal address is [ ] (the Trust)

**WHEREAS:**

- (A) Maidstone Borough Council is the corporate trustee of the Cobtree Manor Estate Charity and has provided financial support to the Trust for the improvements and ancillary works ("the Project") to the Cobtree Manor Park car park described in Schedule 1 and the accompanying attached [ plans/drawings].
- (B) At the Committee meeting of the 18<sup>th</sup> December, 2018, between the Trust and the Authority, it was resolved and agreed that the Authority would assist the Trust in the execution of the Project by underwriting the the sum of £[323,000 ] 00.00 ([ ] pounds) representing costs of the Project(Project Costs).
- (D) It was also agreed at the Committee Meeting of the 18<sup>th</sup> December, 2018, that the Trust would reimburse the Authority the underwritten costs of £323,000 over a period of 5 years, including interest at 3% (Public Works Loan Board rate 2% plus 1%) as per the agreed repayment schedule herein.
- (E) This Agreement sets out the terms and conditions on which the said Project Costs would be reimbursed by the Trust.

**AGREED TERMS**

**1. DEFINITIONS**

In this Agreement the following terms shall have the following meanings:

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Governing Body:** the governing body of the Trust including its directors or trustees.

**Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

**Interest Rate:** the Public Works Loan Board rate (2%) plus [ 1] %

**Prohibited Act:** means:

- (a) offering, giving or agreeing to give to any servant of the Authority any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Authority; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Authority;
- (b) entering into this Agreement or any other contract with the Authority where a commission has been paid or has been agreed to be paid by the Trust or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority;
- (c) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Authority; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Authority.

**Project:** the project described in 0 and the accompanying plan /drawing of the area.

**Project Costs:** the sum of £323,000.00 representing the costs incurred by the Trust during the execution of the Project.

**Project Manager:** the individual who has been nominated to represent the Authority for the purposes of this Agreement.

**Repayment Period:** the term of 5 years on agreed dates further detailed in the Schedule herein by which the Project Costs must be reimbursed to the Authority which and including interest at 3% (Public Works Loan Board rate 2% plus 1%)

## **2. PURPOSE**

- 2.1 The Authority as Corporate Trustees of the Trust has agreed to support the Trust in the execution of the Project and has agreed to underwrite the costs incurred during the execution of the Project upto a maximum sum of £323,000.00. It is agreed that the monies shall be used only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Authority makes no commitment to increase its financial support and it is agreed Project Cost shall not be increased in the event of any overspend by the Trust in its delivery of the Project.
- 2.2 The Trust shall not make any significant change to the Project without the Authority's prior written agreement.
- 2.3 Where the Trust intends to apply to a third party for other funding for the Project, it will notify the Authority in advance of its intention to do so and, where such funding is obtained, it will provide the Authority with details of the amount and purpose of that funding. The Trust agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Authority is funding in full under this Agreement.
- 2.4 The Trust shall promptly repay the Authority the Project Costs. Repayment of the Project Costs shall be made by the Trust quarterly in arrears, in the sums and on the dates detailed in the attached Repayment Schedule. The payments shall be by BACCs transfer from the Trusts to the Authority's nominated accounts. The interest rate to be applied to the Project Costs is the Public Works Loans Board Rate (2%) plus one percent (1%) and this will be calculated on a daily basis.

## **3. ACCOUNTS AND RECORDS**

- 3.1 All monies expended by the Trust in execution of the Project shall be shown in the Trust's accounts as a restricted fund and shall not be included under general funds.
- 3.2 The Trust shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the monies applied towards the execution of the Project.
- 3.3 The Trust shall keep all invoices, receipts, and accounts and any other relevant documents relating to the Project for a period of at least six years following receipt of any Loan monies to which they relate. The Authority shall have the right to review, at the Authority's reasonable

request, the Trust's accounts and records that relate to the Project and shall have the right to take copies of such accounts and records.

- 3.4 The Trust shall provide the Authority with a copy of its annual accounts within six months (or such lesser period as the Authority may reasonably require) of the end of the relevant financial year in respect of each year in which the Project Costs is reimbursed. .
- 3.5 The Trust shall comply and facilitate the Authority's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Authority.

#### **4. MONITORING AND REPORTING**

- 4.1 The Trust shall closely monitor the delivery and success of the Project to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 4.2 The Trust shall provide the Authority with a financial report and an operational report on delivery of the Project every quarter and in such formats as the Authority may reasonably require. The Trust shall provide the Authority with each report within three months of the last day of the quarter to which it relates.
- 4.3 Where the Trust has obtained funding from a third party for its delivery of part of the Project, the Trust shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 4.4 Along with its first quarterly financial report, the Trust shall provide the Authority with a risk register and insurance review in the format provided by the Authority. The Trust shall address the health and safety of its staff in the risk register.
- 4.5 The Trust shall on request provide the Authority with such further information, explanations and documents as the Authority may reasonably require in order for it to establish that the Loan has been used properly in accordance with this Agreement.
- 4.6 The Trust shall permit any person authorised by the Authority such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the

Trust's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

4.7 The Trust shall permit any person authorised by the Authority for the purpose to visit the Trust once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Authority considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf. The Trust shall provide local transport and accommodation for such visits, the cost of which may be charged to the Authority for payment.

4.8 The Trust shall provide the Authority with a final report on completion of the reimbursement which shall confirm whether the Project has been successfully and properly completed.

## **5. ACKNOWLEDGMENT AND PUBLICITY**

5.1 The Trust shall acknowledge the Authority's support in its annual report and accounts.

5.2 The Trust shall not publish any material referring to the Project or the Authority without the prior written agreement of the Authority. The Trust shall acknowledge the support of the Authority in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.

5.3 In using the Authority's name and logo, the Trust shall comply with all reasonable branding guidelines issued by the Authority from time to time.

5.4 The Trust agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Authority.

5.5 The Authority may acknowledge the Trust's involvement in the Project as appropriate without prior notice.

5.6 The Trust shall comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Project.

**6. INTELLECTUAL PROPERTY RIGHTS – NOT USED**

**7. CONFIDENTIALITY**

7.1 Subject to clause 8 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

**8. FREEDOM OF INFORMATION**

8.1 The Trust acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

8.2 The Trust shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Authority all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide the Authority with a copy of all information belonging to the Authority requested in the request for information which is in its possession or control in the form that the Authority requires within 5 working days (or such other period as the Authority may reasonably specify) of the Authority's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Authority.

8.3 The Trust acknowledges that the Authority may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Trust. The Authority shall take reasonable steps to promptly notify the Trust of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Authority shall be responsible for determining in its absolute discretion whether any

information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

**9. DATA PROTECTION**

The Trust shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 2018 (**DPA**) and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

**10. WITHHOLDING, SUSPENDING AND REPAYMENT OF LOAN**

10.1 The Trust shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

10.2 Should the Trust be subject to financial or other difficulties which are capable of having a material impact on its ability to reimburse the Project Costs it will notify the Authority as soon as possible so that, if possible, and without creating any legal obligation, the Authority will have an opportunity to provide assistance in resolving the problem or to take action to protect the Authority and the Project Costs.

**11. ANTI-DISCRIMINATION**

11.1 The Trust shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

11.2 The Trust shall take all reasonable steps to secure the observance of clause 11.1 by all servants, employees or agents of the Trust and all suppliers and sub-contractors engaged on the Project.

**12. HUMAN RIGHTS**

12.1 The Trust shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Trust were a public body (as defined in the Human Rights Act 1998).

- 12.2 The Trust shall undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

### **13. LIMITATION OF LIABILITY**

- 13.1 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Trust running the Project, the use of the Loan or from withdrawal of the Loan. The Trust shall indemnify and hold harmless the Authority, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Trust in relation to the Project, the non-fulfilment of obligations of the Trust under this Agreement or its obligations to third parties.

### **14. WARRANTIES**

The Trust warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Authority immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Trust which has been disclosed to the Authority is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Loan;

- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Authority or any of the Authority's advisers, which might reasonably have influenced the decision of the Authority to make the Loan on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

## 15. **INSURANCE**

15.1 The Trust shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Trust, arising out of the Trust's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

15.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

The Trust shall (on request) supply to the Authority a copy of such insurance policies and evidence that the relevant premiums have been paid.

## 16. **DURATION**

16.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Repayment Period .

16.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

**17. TERMINATION**

The Authority may terminate this Agreement a on giving the Trust three months' written notice should it be required to do so by financial restraints or for any other reason.

**18. ASSIGNMENT**

The Trust may not, without the prior written consent of the Authority, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Loan.

**19. WAIVER**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

**20. NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered (or if e-mailed) all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

**21. DISPUTE RESOLUTION**

21.1 In the event of any complaint or dispute (which does not relate to the Authority's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Authority from time to time.

21.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Authority and the Chair of the Trust Committee

with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Authority and the Trust.

- 21.3 In the absence of agreement under clause 21.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

22. **NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between the Authority and the Trust, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

23. **JOINT AND SEVERAL LIABILITY**

Where the Trust is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Trust shall be jointly and severally liable for the Trust's obligations and liabilities arising under this Agreement.

24. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

25. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

**Schedule 1:**

**The refurbishment of the Cobtree Manor Park Car Park**

- To upgrade the existing main and lower car parks to provide 172 parking spaces in total, 10 of which will be disabled bays. This includes creating a tarmac circulation road and installing adequate drainage and surface water run-off.

**Drawing / Plan of Area**

DRAFT

**Schedule 2**

**Repayment Schedule. (Attached)**

DRAFT

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**THE COMMON SEAL** of )  
**MAIDSTONE BOROUGH COUNCIL** )  
Was hereunto affixed in the presence of )

Authorised Signatory

**EXECUTED** as a **DEED** by  
**Cobtree Manor Estates** acting by

Authorised Signatory

Chairman

DRAFT



38



NUMBER OF TREES PRESERVED FROM T1 TO T2

NUMBER OF TREES PRESERVED FROM T2 TO T3

EXISTING ACCESS TO OVERFLOW CAR PARK ALTERED TO ENTRANCE ONLY

ADDITIONAL PARKING SPACE ADDED

Car Park

SHALLOW BUND BEHIND KERB TO RETAIN RUN OFF WATER TOP OF BANK 6.80M

NEW EXIT FROM EXISTING OVERFLOW CAR PARK & DROPPED KERBS INSTALLED

6.6m



**Notes:**  
 1. DO NOT SCALE FROM THIS DRAWING.  
 2. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THIS PROJECT.  
 3. THE CAR PARK LAYOUT IS BASED ON THE UNCREDITED SURVEY INCLUDED WITH THE INVITATION TO TENDER ISSUED BY MAIDSTONE BOROUGH COUNCIL.

**CDM REGULATIONS 2015 - RESIDUAL RISKS -**

1. EXISTING UTILITY MANS & SERVICES ARE PRESENT WITH EVIDENCE OF SERVICE TRENCHES ON SITE. THERE IS A RISK OF FURTHER UNCHARTERED SERVICES BEING PRESENT.  
 2. THE WORKS WILL INVOLVE THE MOVEMENT OF PLANT AND MACHINERY IN AND AROUND A LIVE CARREAGEWAY SERVING THE EXISTING CAR PARK WHICH IS TO REMAIN PARTIALLY OPERATIONAL. THERE IS A RISK OF POTENTIAL CONFLICT BETWEEN PLANT/OPERATIVES AND ROAD/PEDES TRIAN USERS.

- REGRADE EXISTING TYPE 1 AND OVERLAY WITH 80mm AC22 DENSE BASE 70/100 AND 35mm AC10 CLOSE SURF 40/50
- FULL DEPTH RECONSTRUCTION 80mm AC22 DENSE BASE 70/100 AND 30mm AC10 CLOSE SURF 40/50 ON 35mm TYPE 1
- REGRADE EXISTING TYPE 1 AND OVERLAY WITH NOMINAL 100mm TYPE 1
- FOOTPATH CONSTRUCTION 20mm AC8 CLOSE SURF 100/150 ON 80mm AC10 DENSE BIN 100/150 ON 100mm TYPE 1
- PARKING BAY CONSTRUCTION 20mm AC8 CLOSE SURF 100/150 ON 80mm AC10 DENSE BIN 100/150 ON 150mm TYPE 1
- ROUND TOPPED HUMP - SEE DRAWING NUMBER 18-0773 / C110701AB CONSTRUCTION DETAILS.

AB	AS BUILT	DNT	DshM	28/03/19
C2	200.0 STANDARD @ PAGES REMOVED. ASPHALT AMENDED TO SUBT & DRAINABLE. NEW MANHOLE REQUIRED.	DNT	DshM	31/03/19
C1	CONSTRUCTION ISSUE, SURFACING UPDATED.	DNT	DshM	22/01/19
T3	FULL RECONSTRUCTION ACCOED	DshM	28/11/18	
T2	FOOTPATH ACCOED	DshM	28/11/18	
T1	TENDER ISSUE	DshM	26/11/18	



**BdR**

incorporating  
**K. L. Harrison & Associates Ltd**  
 Civil & Structural Engineering Consultants  
 The Old Engine House, Cobtree Farm Business Park,  
 Court Lane, Haslemere, Surrey, GU27 1GP  
 Tel: 01752 874749  
 email: engineering@bdr.co.uk

Client  
 MAIDSTONE BOROUGH COUNCIL

Project  
 COBTREE MANOR CAR PARK

Drawing  
 SURFACING LAYOUT

**AS BUILT**

Sheet # A1	Date	Drawn by	Checked
12509A1	10.11.18	DshM	
Job No.	Dwg. No.	Rev	
18-0773	C10701AB		





40



6.6m



- Notes:**
- DO NOT SCALE FROM THIS DRAWING.
  - THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THIS PROJECT.
  - THE CAR PARK LAYOUT IS BASED ON THE UNCRREDITED SURVEY INCLUDED WITH THE INVITATION TO TENDER ISSUED BY MAIDSTONE BOROUGH COUNCIL.

**CDM REGULATIONS 2015 - RESIDUAL RISKS -**

- EXISTING UTILITY MAINS & SERVICES ARE PRESENT WITH EVIDENCE OF SERVICE TRENCHES ON SITE. THERE IS A RISK OF FURTHER UNCHARTED SERVICES BEING PRESENT.
- THE WORKS WILL INVOLVE THE MOVEMENT OF PLANT AND MACHINERY IN AND AROUND A LIVE CARRIAGEWAY SERVING THE EXISTING CAR PARK WHICH IS TO REMAIN PARTIALLY OPERATIONAL. THERE IS A RISK OF POTENTIAL CONFLICT BETWEEN PLANT OPERATIVES AND ROAD/PEDESTRIAN USERS.

- 125mm x 255mm HB2 PC KERB - 100mm FACE
- 125mm x 150mm TO 255mm HB2 PC KERB
- - - 125mm x 150mm SN PC KERB - 25mm FACE
- 125mm x 150mm SN PC KERB - FLUSH
- - - 125mm x 150mm EF FIN KERB - FLUSH
- ◻ HB2 QUADRANT KERB

AB	AS BUILT	DNT	DdM	28/03/19
C2	2NO. STANDARD SPACES REMOVED, SUPPLEMENT AMENDED TO 54M <sup>2</sup>	DNT	DdM	31/01/19
C1	CONSTRUCTION ISSUES & LEVELS FIXED	DNT	DdM	22/01/19
T2	KERB AMENDED	DdM	DdM	28/11/18
T1	TENDER ISSUE	DdM	DdM	26/11/18
P1	INITIAL ISSUE FOR COMMENT	DdM	DdM	10/11/18
Rev	Description	Dm	Clk	Date



**BdR**  
Incorporating  
**K L Harrison & Associates Ltd**  
Civil & Structural Engineering Consultants  
The Old Engine House, Colnwoods Farm Business Park,  
Court Lane, Haslemere, Surrey, GU27 0JH  
email: [engineering@bdr.uk.com](mailto:engineering@bdr.uk.com)

Client	MAIDSTONE BOROUGH COUNCIL
Project	COBTREE MANOR CAR PARK
Drawing	ENGINEERING LAYOUT

**AS BUILT**

Scale @ A1	Date	Drawn by	Checked
1:250@A1	10.11.18	DdM	
Job No.	Draw. No.	Rev	
18-0773	C11101AB		

RATE 3.000% Current PWLB rate +1%

MONTHS 60  
LOAN £ 323,000.00

MTHLY COST £ 5,803.89

TOTAL COST £ 348,233.23 = total repayable

MONTH	LOAN O/S	INTEREST	PAYMENT	PRINC PAID
1	323,000.00	807.50	5,803.89	4,996.39
2	318,003.61	795.01	5,803.89	5,008.88
3	312,994.74	782.49	5,803.89	5,021.40
4	307,973.34	769.93	5,803.89	5,033.96
5	302,939.38	757.35	5,803.89	5,046.54
6	297,892.84	744.73	5,803.89	5,059.16
7	292,833.69	732.08	5,803.89	5,071.81
8	287,761.88	719.40	5,803.89	5,084.49
9	282,677.39	706.69	5,803.89	5,097.20
10	277,580.20	693.95	5,803.89	5,109.94
11	272,470.26	681.18	5,803.89	5,122.71
12	267,347.55	668.37	5,803.89	5,135.52
13	262,212.03	655.53	5,803.89	5,148.36
14	257,063.68	642.66	5,803.89	5,161.23
15	251,902.45	629.76	5,803.89	5,174.13
16	246,728.32	616.82	5,803.89	5,187.07
17	241,541.26	603.85	5,803.89	5,200.04
18	236,341.22	590.85	5,803.89	5,213.04
19	231,128.18	577.82	5,803.89	5,226.07
20	225,902.12	564.76	5,803.89	5,239.13
21	220,662.99	551.66	5,803.89	5,252.23
22	215,410.76	538.53	5,803.89	5,265.36
23	210,145.40	525.36	5,803.89	5,278.53
24	204,866.88	512.17	5,803.89	5,291.72
25	199,575.16	498.94	5,803.89	5,304.95
26	194,270.21	485.68	5,803.89	5,318.21
27	188,952.01	472.38	5,803.89	5,331.51
28	183,620.50	459.05	5,803.89	5,344.84
29	178,275.66	445.69	5,803.89	5,358.20
30	172,917.46	432.29	5,803.89	5,371.60
31	167,545.87	418.86	5,803.89	5,385.03
32	162,160.84	405.40	5,803.89	5,398.49
33	156,762.35	391.91	5,803.89	5,411.98
34	151,350.38	378.38	5,803.89	5,425.51
35	145,924.87	364.81	5,803.89	5,439.08
36	140,485.79	351.21	5,803.89	5,452.68
37	135,033.11	337.58	5,803.89	5,466.31
38	129,566.81	323.92	5,803.89	5,479.97
39	124,086.84	310.22	5,803.89	5,493.67
40	118,593.17	296.48	5,803.89	5,507.41
41	113,085.77	282.71	5,803.89	5,521.18
42	107,564.59	268.91	5,803.89	5,534.98
43	102,029.61	255.07	5,803.89	5,548.82
44	96,480.80	241.20	5,803.89	5,562.69
45	90,918.11	227.30	5,803.89	5,576.59
46	85,341.52	213.35	5,803.89	5,590.54
47	79,750.98	199.38	5,803.89	5,604.51
48	74,146.48	185.37	5,803.89	5,618.52
49	68,527.96	171.32	5,803.89	5,632.57
50	62,895.39	157.24	5,803.89	5,646.65
51	57,248.75	143.12	5,803.89	5,660.77
52	51,587.98	128.97	5,803.89	5,674.92
53	45,913.06	114.78	5,803.89	5,689.11
54	40,223.95	100.56	5,803.89	5,703.33
55	34,520.63	86.30	5,803.89	5,717.59
56	28,803.04	72.01	5,803.89	5,731.88
57	23,071.16	57.68	5,803.89	5,746.21
58	17,324.96	43.31	5,803.89	5,760.58
59	11,564.38	28.91	5,803.89	5,774.98
60	5,789.40	14.47	5,803.89	5,789.42
TOTAL		25,233.21		

Per annum: 69,646.65 348,233.23

## COBTREE MANOR ESTATE TRUST - CASHFLOW PROJECTION

Activity	Year Ending 31st March	2020	2021	2022	2023	2024
Golf Course - MBC staff recharges		£13,770	£14,045	£14,326	£14,613	£14,905
Golf Course - Running Costs		£12,800	£13,184	£13,580	£13,987	£14,407
Kent Life - Running costs		£25,890	£26,667	£27,467	£28,291	£29,139
Kent Life - MBC staff recharges		£9,320	£9,506	£9,697	£9,890	£10,088
Manor Park - Running costs		£235,290	£242,349	£249,619	£257,108	£264,821
Manor Park - MBC staff recharges		£46,790	£47,726	£48,680	£49,654	£50,647
Residential Properties - MBC staff recharges		£2,290	£2,336	£2,383	£2,430	£2,479
<b>EXPENDITURE</b>		<b>£346,150</b>	<b>£355,813</b>	<b>£365,751</b>	<b>£375,973</b>	<b>£386,486</b>
Golf Course - Annual payment from operator		£159,140	£163,909	£168,826	£173,891	£179,108
Golf Course - Other income		£5,300	£5,300	£5,300	£5,300	£5,300
Kent Life - Annual payment from operator		£71,000	£74,000	£74,000	£71,000	£73,000
Manor Park - Car parking income		£90,000	£100,000	£100,000	£100,000	£100,000
Manor Park - Rental income		£31,420	£31,420	£31,420	£31,420	£31,420
Cobtree Charity Trust Ltd. Will Trust Income		£40,000	£40,000	£40,000	£40,000	£40,000
Café/Visitor Centre - Annual payments from operator		£34,000	£34,680	£35,374	£36,081	£36,803
<b>INCOME</b>		<b>£430,860</b>	<b>£449,309</b>	<b>£454,920</b>	<b>£457,692</b>	<b>£465,631</b>
Payment: MBC 2/9ths Golf Course Net Surplus		£30,638	£31,551	£32,493	£33,465	£34,466
Investment Income - Charifund		£40,000	£40,000	£40,000	£40,000	£40,000
<b>NET OPERATIONAL SURPLUS OR DEFICIT (-)</b>		<b>£94,072</b>	<b>£101,945</b>	<b>£96,675</b>	<b>£88,255</b>	<b>£84,679</b>
<b>Capital Expenditure:</b>						
Car park resurfacing loan repayment - total costs £335,000		£67,000	£67,000	£67,000	£67,000	£67,000
Power Supply (50% to be reimbursed by DAGT)		£23,000	-£3,000	-£3,000	-£3,000	
Security Works		£20,000				
Play Barn Repairs (Costs tbc)		£25,000				
Play Area Refurbishment			£10,000	£10,000	£30,000	
Fencing and boundary works		£2,000	£3,000			
Interpretation Trail/Arboretum			£2,000			
New Golf Buggy for the Ranger		£9,000				
New containers and associated compound works			£30,000			
New benches and park furniture			£1,000	£1,000	£1,000	
		<b>£146,000</b>	<b>£110,000</b>	<b>£75,000</b>	<b>£95,000</b>	<b>£67,000</b>
<b>ADJUSTED OVERALL SURPLUS/DEFICIT (-)</b>		<b>-£51,928</b>	<b>-£8,055</b>	<b>£21,675</b>	<b>-£6,745</b>	<b>£17,679</b>
<b>Cashflow Forecast:</b>						
<b>Bank Account balance at 1st April</b>		<b>£110,000</b>	<b>£146,000</b>	<b>£94,072</b>	<b>£86,017</b>	<b>£107,693</b>
Payment/receipt of prior year overall surplus/deficit (-)		£36,000	-£51,928	-£8,055	£21,675	-£6,745
<b>Bank Account balance as at 31st March</b>		<b>£146,000</b>	<b>£94,072</b>	<b>£86,017</b>	<b>£107,693</b>	<b>£100,947</b>

**Cobtree Manor Estate Charity  
Committee**

**6 November 2019**

**Cobtree Manor Estate Update Report**

<b>Final Decision-Maker</b>	Cobtree Manor Estate Charity Committee
<b>Lead Head of Service/Lead Director</b>	John Foster-Head of Regeneration and Economic Development
<b>Lead Officer and Report Author</b>	Elizabeth Buckingham - Cobtree Manager
<b>Classification</b>	Public
<b>Wards affected</b>	Boxley

**Executive Summary**

The information in the report is intended to give the Committee an understanding of the day to day work of the Estate and the issues that affect its management. It also provides a record of all that is achieved across the different parts of the estate.

The estate update covers the period from when the Committee last received an Estate update in July 2019.

**This report makes the following recommendations to this Committee:**

1. That the contents of this report be noted.

**Timetable**

<b>Meeting</b>	<b>Date</b>
Cobtree Manor Estate Charity Committee	6 <sup>th</sup> November 2019

# Cobtree Manor Estate Update Report

## 1. CROSS-CUTTING ISSUES AND IMPLICATIONS

Issue	Implications	Sign-off
<b>Impact on Corporate Priorities</b>	The work of the charity links directly to its charitable objects and the corporate priorities for the council.	Head of Regeneration and Economic Development
<b>Risk Management</b>	Risks to running the estate are dealt with in the annual Estate Risk Management Report.	Leisure Manager
<b>Financial</b>	Financial risks are considered in the ongoing updates.	Senior Finance Manager (Client)
<b>Equalities</b>	No impact identified as a result of this update.	Equalities and Corporate Policy Officer

## 2. INTRODUCTION AND BACKGROUND

2.1 This report covers the period from July 2019 to November 2019.

### **Cobtree Manor Park**

2.2 Maintenance of the park over this period covers late summer and autumn works.

Works to the park include:

- Seasonal shrub pruning
- Further tree works following survey recommendations
- Detailed work on the shrubbery areas to create a shrub planting plan to be carried out during winter 2019/2020
- Establishing the newly planted areas of the car park

2.3 The second ranger has been in post for six months enabling improved visitor services and increased horticultural works. The rangers have been supporting work placements and volunteers. A Hadlow College conservation

degree student has commenced a work placement and will be carrying out practical work and conducting a bird survey.

- 2.4 The Cobtree Manager will be leaving the post at the end of November. Recruitment is underway for a replacement with interviews scheduled for 14 November.
- 2.5 The qualification framework for the Cobtree apprentice is being finalised with Hadlow College. Recruitment will be undertaken to appoint an apprentice before the course start date in January.

### **Events**

- 2.6 Summer trails and craft activities were well received.
- 2.7 A zoo memory day took place on 4 October with information about the zoo, crafts and stalls and a visit from the Kent Owl Academy. In collaboration with Maidstone Museum, memories of working at the zoo and visits to the zoo were recorded with the aim of producing an audio trail and interpretation.

### **Community**

- 2.8 The Men's Shed Group continues with healthy numbers. The group have constructed eight bat boxes for siting around the park.
- 2.9 A cohort of National Citizenship Scheme students worked with the park team to research children's health and wellbeing activities in the park setting, carried out fundraising projects in Maidstone and used the proceeds to deliver a fun day during the summer holidays. The surplus from their fundraising has been donated to the park for the purchase of a tree.

### **Visitor numbers**

- 2.10 The vehicle counter has been functioning but recording erratic results. Despite analysis with the manufacturer's assistance there are too many anomalous figures to now rely on the vehicle data as accurate.
- 2.11 Car park prices increased in July to £2 per day and £50 for an annual pass. Car park income for the second quarter was £33,715, compared to £28,077 for the same period in 2018. This period included the price increase, so the number of tickets sold saw a slight decrease.
- 2.12 Following complaints and concerns raised about the catering contractor's standard of management of the toilet facilities, officers have been working with the contractors to improve and maintain standards.

### **Cobtree Manor Golf Course**

- 2.13 MyTime Active had a pre-app meeting with MBC Planning to advance the extension and refurb project at Cobtree Golf Course. The discussions included which elements of the project need to be included in a new

planning application, which can continue under the existing planning consent and which require no planning.

2.14 MyTime Active are working on a programme of a new planning application being submitted in the next month with work starting in the new year.

2.15 Visitor numbers at the golf course have been steady in 2019, but memberships and events bookings have suffered because of the lack of clarity over when the work will commence and when disruption on site will begin.

### **Kent Life Farm Attraction**

2.16 Kent Life has been shortlisted for the Visit Kent Award for Best Large Attraction. The results are announced in December. Hops and Harvest Festival achieved record numbers this year. Education visits for the year will be close to the record number, which was set in 2018.

2.17 Santa's grotto tickets are 50% sold out for 2019 already. New for 2019 is a SEN Santa's Grotto Day which is already sold out. The day, tailored to children with SEN and their families, has been welcomed by local schools and community groups, attracted local press and will be expanded in 2020.

2.18 Planning Solutions have explored the sewage pipe issue with a camera and identified the extent of the task that the pumps on site need to complete each day. Working with contractors they have identified three options. The most dramatic is the construction of a new pumping house, but a more pragmatic solution costing under £10k has been identified. Planning Solutions are completing some due diligence on the amount of maintenance work the new solution will require before committing to that as their preferred option.

### **Cobtree Railway**

2.19 A progress update will be given at the meeting.

### **Forstal Field**

2.20 An update and proposal are contained in a separate report.

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## **3. AVAILABLE OPTIONS**

3.1 Committee could choose not to note the information contained in this report, however the committee has requested regular updates on the operations of the estate.

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## **4. PREFERRED OPTION AND REASONS FOR RECOMMENDATIONS**

4.1 It is recommended that the information in this report is noted.

## **5. RISK**

- 5.1 This report is presented for information only and has no risk management implications.
- 

## **6. CONSULTATION RESULTS AND PREVIOUS COMMITTEE FEEDBACK**

- 6.1 No consultation has taken place since the last report.
- 

## **7. NEXT STEPS: COMMUNICATION AND IMPLEMENTATION OF THE DECISION**

- 7.1 Any comments from the committee will be passed on to the relevant parties.
- 

## **8. REPORT APPENDICES**

- None
- 

## **9. BACKGROUND PAPERS**

- None

# Agenda Item 14

## **Cobtree Manor Estate Charity Committee**

**6 November 2019**

### **Cobtree Young Farmers and the Forstal Field**

<b>Final Decision-Maker</b>	Cobtree Manor Estate Charity Committee
<b>Lead Head of Service/Lead Director</b>	Head of Regeneration and Economic Development -John Foster
<b>Lead Officer and Report Author</b>	Elizabeth Buckingham - Cobtree Manager
<b>Classification</b>	Public
<b>Wards affected</b>	Boxley

#### **Executive Summary**

This report provides the committee with information on a proposal by the Cobtree Young Farmers for conservation grazing on the Forstal field and seeks that a lease and management agreement to Cobtree Young Farmers be approved in accordance with the attached Heads of Terms shown in **Appendix 1**.

#### **This report makes the following recommendations to this Committee:**

1. That a lease and management agreement be approved to allow the Cobtree Young Farmers to receive funding through a Heritage Lottery Funded project and commence conservation grazing on the Forstal Field.
2. That the Head of Mid-Kent Legal Services be given authority to seek the formal consent of Cobtree Charity Trust Limited and all other involved parties, to complete all necessary legal steps, and to draft and complete the lease and management agreement to Cobtree Young Farmers in accordance with the Heads of Terms attached as Appendix 1.

#### **Timetable**

<b>Meeting</b>	<b>Date</b>
Cobtree Manor Estate Charity Committee	6 <sup>th</sup> November 2019

# Cobtree Young Farmers and the Forstal Field

## 1. CROSS-CUTTING ISSUES AND IMPLICATIONS

Issue	Implications	Sign-off
<b>Impact on Corporate Priorities</b>	<p>Accepting the recommendation will materially improve CMET's ability to achieve the following corporate priorities:</p> <ul style="list-style-type: none"> <li>Keeping Maidstone Borough an attractive place for all -</li> <li>Promoting a range of employment opportunities and skills required across the borough</li> <li>Providing a clean, safe and green environment</li> <li>A vibrant leisure and culture offer, enjoyed by residents and attractive to visitors.</li> </ul>	Head of Regeneration and Economic Development
<b>Risk Management</b>	The risks of the preferred option and the not preferred options are covered in sections 3.1 and 3.2.	Head of Regeneration and Economic Development
<b>Financial</b>	External funding will support the recommended proposal therefore there are no cost implications for CMET.	Paul Holland, Senior Finance Manager (Client)
<b>Staffing</b>	Accepting the recommendations will not have an impact on staffing.	Head of Regeneration and Economic Development
<b>Legal</b>	Mid Kent Legal Services will be instructed to prepare the relevant documents and complete the transaction.	Legal Team

<b>Privacy and Data Protection</b>	Accepting the recommendations will increase the volume of data held by the Council which will be held that data in line with retention schedules.	Policy and Information Team
<b>Equalities</b>	No impact identified.	Equalities and Corporate Policy Officer
<b>Public Health</b>	It is recognised that the recommendations will not negatively impact on population health or that of individuals.	Public Health Officer
<b>Crime and Disorder</b>	Not progressing with the preferred option could leave the site vulnerable to trespass and criminal damage.	Head of Regeneration and Economic Development
<b>Procurement</b>	There are no procurement requirements related to the recommendations in this report.	Head of Regeneration and Economic Development & Section 151 Officer

## **2. INTRODUCTION AND BACKGROUND**

- 1.1 Forstal Field (GR 51.299117, 0.503582) is an area of land situated between the M20 motorway and the Forstal road. It forms part of the Cobtree Estate and is approximately twenty-four acres in size of which fourteen acres are considered suitable for grazing. The sub soil is generally of spoil from the motorway construction covered with a thin layer of topsoil. The field is predominantly neutral grassland with scrub and emerging woodland at the borders.
- 1.2 In 2016, a short-term tenancy was granted to a local agricultural contractor to farm the field with no till agricultural techniques. The contractor farmed the field for two seasons then did not return in subsequent years. Despite repeated contact to establish their intentions for the land, they have failed to respond to communications.

- 1.3 Cobtree Young Farmers Club (CYFC) operates on the west side of Kent Life on a two-acre site known as the TBR Flower Field where it has a club room, barn, storage container, lambing and calving facilities and a small area for pigs.
- 1.4 The proposal is for Cobtree Young Farmers to fully enclose ten acres of the Eastern side of Forstal Field with stock proof fencing with gating and to extend the water supply and allow its small flock of twenty sheep and collection of ten cattle to graze the field. In allowing animals to graze in this way will take pressure off the club's high feed costs and will benefit the animals with a more varied diet and exercise.
- 1.5 It is also considered that grazing on this site should be viewed as a nature conservation exercise by controlling the dominance of the coarse grass and vegetation and giving wildflowers and finer grasses a better opportunity to get established and encourage pollinators. It will also improve the area as a hunting ground for owls and other raptors. The Bee and Pyramidal Orchids present on the south side nearer the motorway bridge are outside the area to be grazed.
- 1.6 The site has been independently visited by officers of Kent Wildlife Trust and Medway Valley Country Partnership who are very supportive of this proposal.
- 1.7 Discussions have been held with the manager of Old Chalk New Downs Heritage Lottery Funded project who has confirmed that the project meets all criteria for funding. They have offered their guidance and support by way of a total Land Management Package. This would provide ecological and land management expertise in the form of an ecological survey and the production of a land management plan for conservation grazing on the site.
- 1.8 Funding would also be provided for fencing, gates, extending the water supply and security measures. In addition, workplace training and environmental education would be provided to CYF in areas such as hedge laying, scrub management and reptile surveying. Funding is dependent on CYF securing a ten-year agreement for managing the land.

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## 2. AVAILABLE OPTIONS

### **Do nothing**

- 2.1 This is not recommended as the field will succeed to scrub which may have future management costs if another use is identified for the field. The opportunity for such a level of funding to improve the natural capital of the land is highly unlikely to be available again soon. **This is not a recommended option.**

### **Seek another agricultural contractor**

- 2.2 This is not recommended as the field is not an attractive proposition for arable agriculture without extensive fertilisation due to the poor soil quality. The previous agreement did not prove to be sustainable. If this option was pursued, the land would not be eligible for the available funding. The monetary return from rental of the field would be modest. **This is not a recommended option.**

### **Authorise a 10-year lease to the Cobtree Young Farmers**

- 2.3 This would enable substantial funding to be granted for the benefit of the quality of the land and environment, enhance biodiversity on the site and provide increased farming and educational opportunities for the Cobtree Young Farmers. **This is the recommended option.**
- 

## **3. PREFERRED OPTION AND REASONS FOR RECOMMENDATIONS**

- 3.1 Approving a 10-year lease to the Cobtree Young Farmers for conservation grazing on the Forstal Field is the preferred option.
- 3.2 This recommendation is made so that:
- The field can be managed in the optimum way for the benefit of the land and for maximum environmental gain.
  - Available funding can be granted.
  - CYF benefit from increased practical and educational opportunities for young people.
- 

## **4. RISK**

- 4.1 The risks associated with this proposal, including the risks if the Council does not act as recommended, have been considered in line with the Council's Risk Management Framework. We are satisfied that the risks associated are within the Council's risk appetite and will be managed as per the Policy.
- 

## **5. CONSULTATION RESULTS AND PREVIOUS COMMITTEE FEEDBACK**

- 5.1 Cobtree Charity Trust, Kent Wildlife Trust and Medway Valley Countryside Partnership have all been consulted and expressed approval for the proposal.
-

## **6. NEXT STEPS: COMMUNICATION AND IMPLEMENTATION OF THE DECISION**

- 6.1 If Cobtree Manor Estate Charity Committee agrees to proceed with the recommended option, Legal and Property Services will proceed with drawing up the full terms of the lease.
  - 6.2 The Cobtree Young Farmers will proceed with the funding agreement with the OCND project.
  - 6.3 An ecological survey will be carried out and a landscape and grazing management plan produced.
  - 6.4 Fencing will be erected over the coming months and grazing will commence as soon as it is in place.
- 

## **7. REPORT APPENDICES**

- Appendix 1: Cobtree Young Farmers lease heads of terms
- 

## **8. BACKGROUND PAPERS**

- None

<b>SUBJECT TO CONTRACT</b>	<b>HEADS OF TERMS</b>		<b>DATE</b> 27 <sup>th</sup> September 2019
<b>PROPERTY ADDRESS</b> Forstal Field, Forstal Road, Maidstone			
		<b>COMPANY NUMBER</b>	
<b>LANDLORD</b>	Maidstone Borough Council	<b>TENANT</b>	Cobtree Young Farmers Club
<b>ADDRESS</b>	Maidstone House King Street Maidstone Kent ME15 6JQ	<b>ADDRESS</b>	
<b>TELEPHONE</b>		<b>TELEPHONE</b>	
<b>FAX</b>		<b>EMAIL</b>	
<b>CONTACT</b>		<b>CONTACT</b>	
<b>SOLICITOR</b>		<b>SOLICITOR</b>	
<b>ADDRESS</b>	Maidstone House King Street Maidstone Kent ME15 6JQ	<b>ADDRESS</b>	
<b>TELEPHONE</b>		<b>TELEPHONE</b>	
<b>FAX</b>		<b>FAX</b>	
<b>DX</b>		<b>DX</b>	
<b>CONTACT</b>		<b>CONTACT</b>	

<b>HEADS OF TERMS (CONT'D)</b>	
<b>DEMISE</b>	Forstal Field, Forstal Road, Maidstone
<b>TYPE OF AGREEMENT</b>	Lease
<b>PERMITTED USE</b>	Conservation grazing of 20 sheep and 10 cattle
<b>SECURITY OF TENURE</b>	No
<b>TERM</b>	10 year
<b>RENT</b>	N/A
<b>RENT DUE DATES</b>	N/A
<b>RENT REVIEW</b>	N/A
<b>DEPOSIT</b>	N/A
<b>INITIAL PAYMENT</b>	N/A
<b>MONTHLY RENT PAYMENT</b>	N/A
<b>INTEREST ON LATE PAYMENT</b>	N/A
<b>NUISANCE</b>	
<b>FORFEITURE</b>	
<b>BREAK CLAUSE</b>	Mutual break clause on the 5 <sup>th</sup> anniversary of the term.
<b>UTILITIES</b>	The tenant to be responsible for paying any utilities.
<b>ASSIGNMENT</b>	Not permitted
<b>SUB-LETTING</b>	Not permitted
<b>INSURANCE</b>	Tenant to provide adequate insurance.
<b>REPAIR</b>	The property must be kept clean and tidy at all times.
<b>SERVICE CHARGE</b>	N/A
<b>SERVICE</b>	N/A
<b>PAYMENT OF SERVICE CHARGE</b>	N/A
<b>RECOVERY OF SERVICE CHARGE PAYMENTS</b>	N/A
<b>TERMINATION</b>	
<b>PAYMENT OF FEES</b>	
<b>OTHER TERMS AND CONDITIONS</b>	<p>The Club is permitted to extend the water supply to the property by means of 200m of blue polypipe buried 0.4 metres deep.</p> <p>The Forstal Road gate is to be securely locked at all times.</p> <p>Parking for two cars is permitted on the area edged in yellow.</p> <p>Camping, picnics, BBQ's, Mountain bikes, cars etc. will not be permitted.</p> <p>No plastic feed bags, silage bags or bailer twine will be left on site.</p> <p>The tenant to install and maintain stock-proof fencing of at least one metre high, and suitable gates.</p>

APPENDIX 1

<b>DISPUTE RESOLUTION</b>	
<b>HOURS OF BUSINESS</b>	