

**Meeting of the Ernest Stevens Trusts  
Management Committee**

**Thursday 27<sup>th</sup> July 2023 at 6.00pm  
In Committee Room 3,  
The Council House, Priory Road, Dudley**

**Agenda - Public Session  
(Meeting open to the public and press)**

1. Apologies for absence.
2. To report the appointment of any substitute Members serving for this meeting of the Committee.
3. To receive any declarations of interest under the Members' Code of Conduct.
4. To confirm and sign the minutes of the meeting held on 3<sup>rd</sup> April, 2023 as a correct record (Pages 4 - 6).
5. Public Forum.
6. Benjamin Drive Traffic Regulation Order and Parking - Homer Hill Park (Pages 7 - 51).
7. Mary Stevens Centre – Verbal Update.
8. Update on the Lawn Tennis Association Improvement Project (Pages 52 - 55).
9. Lease for Tintern House, Stevens Park, Quarry Bank – Verbal Update.
10. Information relating to Co-opted Members – Verbal Update.

11. To consider any questions from Members to the Chair where two clear days' notice has been given to the Monitoring Officer (Council Procedure Rule 11.8).



**Chief Executive**

**Dated: 19<sup>th</sup> July, 2023**

**Distribution:**

**Members of the Ernest Stevens Trusts Management Committee:**

Councillor I Kettle (Chair) – Pedmore and Stourbridge East Ward  
Councillor T Crumpton (Vice-Chair) - Cradley and Wollescote Ward  
Councillor D Borley – Lye and Stourbridge North Ward  
Councillor J Cowell – Quarry Bank and Dudley Wood Ward  
Councillor A Hopwood – Wollaston and Stourbridge Town Ward  
Councillor S Clark – Norton Ward

**Co-opted Members (Non-voting):**

Friends of Stevens Park, Quarry Bank – D Sparks  
Friends of Wollescote Park – J Jones  
Friends of Mary Stevens Park – H Rogers

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**Minutes of the Ernest Stevens Trusts Management Committee  
Monday 3<sup>rd</sup> April, 2023 at 6.00pm  
in Dudley Town Hall, St James's Road, Dudley**

**Present:**

Councillor I Kettle (Chair)  
Councillor A Hopwood (Vice-Chair)  
Councillors D Borley, T Creed and T Crumpton

**Co-opted Member**

D Sparks (Friends of Stevens Park, Quarry Bank)

**Officers:**

M Bieganski (Strategy and Governance Section Manager), D Fildes (Parks Development Manager), H Coldicott (Team Manager - Facilities Management), E Jackson (Community Development Officer), M Wilcox (Principal Lawyer) and S Griffiths (Democratic Services Manager).

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34 **Apologies for Absence**

An apology for absence was submitted on behalf of Councillor J Cowell.

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35 **Appointment of Substitute Members**

There were no substitute Members appointed for this meeting of the Committee.

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36 **Declarations of Interest**

No Member made a declaration of interest in accordance with the Members' Code of Conduct.

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37 **Minutes**

**Resolved**

That the minutes of the meeting held on 30<sup>th</sup> January, 2023 be confirmed as a correct record and signed.

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38 **Public Forum**

No issues were raised under this agenda item.

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39 **Lease for Tintern House, Stevens Park, Quarry Bank**

This item was deferred to the next meeting.

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40 **Activities and Events held in Stevens Park, Quarry Bank**

The Committee received a presentation from the Community Development Officer on activities and events in Stevens Park, Quarry Bank as outlined in the Heritage Lottery Fund Activity Plan. The presentation included events and activities undertaken in 2021/22 and those planned for 2023.

The Committee welcomed the presentation and expressed appreciation for the ongoing work, including the increased involvement of people from black and minority ethnic communities. Reference was made to the key importance of Friends of the Parks Groups and the need to link activities together more effectively.

The Council was requested to consider the ongoing role of Friends Groups to improve opportunities to join up activities and to maximise levels of involvement and support to Friends Groups. Links could also be made with other organisations to maximise opportunities for the use of green and open spaces across the Borough.

The Parks Development Manager noted the comments made and reported that there were 37 Friends Groups within the Borough. Efforts were being made to bring Groups together to develop the links as referred to by the Committee.

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41 **Eco Event at Stevens Park, Quarry Bank**

The Committee received a report of the Director of Regeneration and Enterprise on proposals to hold a Community 'Eco Event' at Stevens Park, Quarry Bank to be organised by the Wild Earth Movement. It was clarified that the event was now planned to take place on Saturday, 22<sup>nd</sup> July, 2023.

**Resolved**

That the report be noted and that no objection be raised to the event taking place on Saturday, 22<sup>nd</sup> July, 2023.

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42 **Walled Garden, Stevens Park, Wollescote**

The Committee received an update from the Team Manager – Facilities Management on the rebuilding of the walled garden at Stevens Park, Wollescote (Phase 3).

Works to rebuild the final section of the walled garden commenced on site during summer 2022 and the rebuilding of the wall was now complete. The only outstanding work was the installation of a metal pedestrian gate between the walled garden and the park. A temporary gate had been installed to protect the park and garden during the evenings.

The total budget of £190,000 comprised £170,000 from the Council's Community Infrastructure Levy together with a contribution of £20,000 from the Corporate Landlord repairs and maintenance budget. There was no requirement for the Committee to provide funding towards this phase of the wall rebuild. Reference was made to the options available if similar works were required in the future. The Team Manager – Facilities Management referred to a survey of the remaining walls being undertaken to understand the condition of these walls and any urgent repairs required.

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43 **Questions Under Council Procure Rule 11.8**

There were no questions to the Chair pursuant to Council Procedure Rule 11.8. The Chair referred to double yellow lines that had been painted on an access road through Homer Hill Park. A report would be submitted to the next meeting.

The meeting ended at 7.00pm.

CHAIR

EST/44

**Meeting of the Ernest Stevens Trust Management Committee -  
27<sup>th</sup> July, 2023**

**Report of the Acting Service Director - Environment Directorate**

**Benjamin Drive Traffic Regulation Order and Parking - Homer Hill Park**

**Purpose of Report**

1. To seek agreement for the way forward with the Traffic Regulation Orders on Benjamin Drive and proposals to assist with parking.

**Recommendations**

2. The Committee is recommended:
  - To accept that the Traffic Regulation Order prohibiting Parking and the associate double yellow lines are retained.
  - To approve the proposal to create parking provision using environmentally friendly parking areas that can be created using permeable paving or matting.
  - To agree that the car park accessed off Homer Hill Road is opened to the users of the park subject to a height restricting barrier being installed. The car park will be extended into the tennis courts.
  - To agree that the Traffic Regulation Order Prohibiting Parking is not enforced until such time as the measures detailed above are in place.
  - To note that the costs of this work will be found from budgets available to the Environment Directorate (Estimated £50,000).

**Background**

3. Benjamin Drive was constructed by Midland Heart as part of their development situated at the end of the park. The road is situated within Homer Hill Park with the consent of the Charity Commission.

4. The road is a private road on land in the ownership of Dudley Borough Metropolitan Council (DBMC), as Trustee, rather than as landowner, and Homer Hill Park is managed by the Ernest Stevens Trusts Management Committee.
5. Within a Deed of Transfer relating to the development and Benjamin Drive Midland Heart were required to construct Benjamin Drive to an adoptable standard. DMBC, as Highway Authority will then maintain the access road to the standards of a highway following the works required by Midland Heart. There is no obligation in the transfer deed that the Highway Authority will formally adopt the access road as a highway.
6. In 2021/22 requests were received for action to be taken to prevent parking that was restricting access to the Lime Gardens retirement village from two members of the public and resulting in concerns regarding access for emergency services. There was a request from a senior officer of the Council Street and Green Care team to prohibit parking on both sides of Benjamin Drive at all times. (**Appendix 1**)
7. The process for the implementation of the Traffic Regulation Order (TRO) was followed and the proposed restrictions were advertised in accordance with the Road Traffic Regulation Act 1984 (RTRA84) and The Local Authorities' Traffic Orders (Procedure) (England and Wales) Regulations 1996 (LATOR1996). September 2022
8. Objections were received and these were presented to the Cabinet Member for Highways at that time, who took the decision to progress with the TRO. The TRO was then made in December 2022. In accordance with the regulations the making of the order was published and the objectors were notified. (**Appendix 2**)
9. On 30<sup>th</sup> January 2023 A complaint was received from the Secretary of the Friends of Homer Hill Park. This was regarding the proposed TRO and the process that had been followed. The Complaint was received by the Ernest Stevens Trusts Management Committee and requested that the proposed Traffic Regulation Order on Benjamin Drive would have a "stay of happening" pending a review. An instruction was issued to the works team not to install the Double Yellow Lines. (**Appendix 3**).
10. A review of the process followed revealed that the Ernest Stevens Trusts Management Committee had not been directly contacted or consulted regarding the proposed TRO. It was also unclear as to why the request from the Street and Green Care team had been issued. The Cabinet Member for Highways agreed to the removal of the Double Yellow lines and a consultation to be carried out to revoke the TRO that had been



made. This was communicated to the originator of the complaint in February 2023.

11. In addition, the implementation of the TRO and the installation of the Double Yellow Lines can be referred to the Charity Commission who can investigate the Council's process and decision-making reasons and request that the Council undertake corrective measures to put the Access Road back into its previous situation.
12. On 22<sup>nd</sup> March 2023 despite the previous instruction the Double Yellow Lines were installed by a contractor working on DMBC's behalf.
13. Representations were received to both remove and retain the Double Yellow Lines. The Cabinet Member for Highways instructed the suspension of enforcement of the TRO and a review.
14. The issue of the Traffic Regulation Order was referred to by the Chair at the Meeting of the Ernest Stevens Trusts Management Committee on 3<sup>rd</sup> April 2023. The Chair requested a report to be submitted to the next meeting. **(Appendix 4)**
15. The detail of this review is included in this report and has been discussed with the Cabinet Member for Highways.

### **Ownership of Benjamin Drive**

16. Benjamin Drive is on Homer Hill Park and as such is contained within land being owned by the Council, as Trustee, rather than as landowner.

The management of Homer Hill Park is through the Ernest Stevens Trusts Management Committee made up of the following elected members: -

Councillor I Kettle (Chair) – Pedmore and Stourbridge East Ward  
Councillor T Crumpton (Vice-Chair) - Cradley and Wollescote Ward  
Councillor D Borley – Lye and Stourbridge North Ward  
Councillor J Cowell – Quarry Bank and Dudley Wood Ward  
Councillor A Hopwood – Wollaston and Stourbridge Town Ward  
Councillor S Clark – Norton Ward

Together with three Co-opted Members (Non-voting):

Friends of Stevens Park, Quarry Bank – D Sparks  
Friends of Wollescote Park – J Jones  
Friends of Mary Stevens Park – H Rogers

The powers under the Constitution of the Council provide that the Committee make decisions that are in the best interests of the Trust in connection with the management and control of the trust land and properties.

17. Midland Heart have access to Lime Gardens, their property, via Benjamin Drive, under the terms of an easement that was granted within a transfer deed dated 13<sup>th</sup> March 2015 made between the Borough Council of Dudley (1) and Midland Heart Limited (2). (**Appendix 5**)

### **Maintenance of Benjamin Drive**

18. The Fourth Schedule of the transfer deed confirms that the Council, as Highway Authority will maintain the access road to the standards of a highway following the works required by Midland Heart. There is no obligation in the transfer deed that the Highway Authority will formally adopt the access road as a highway.

### **Powers to implement a Traffic Regulation Order on privately owned trust land**

19. A TRO is an official order or by law made by a local authority that details the nature and extent of traffic restrictions in a certain area. These restrictions can relate to restricting access to or regulating the use of a road, (or of any part of); parking; bus lanes; etc.
20. A road is defined for the purposes of the RTRA 1984, s142 as a 'length of highway or of any other road to which the public has access and includes bridges over which a road passes.
21. The question of whether RTRA 1984 enabled traffic orders to be made on private roads used by the public was considered in *Bowen v Isle of Wight Council* [2021] EWHC 3254 (Ch). (**Appendix 6.**) The Road Traffic Regulation Act 1984 provides the appropriate powers for the Council to make the proposed Traffic Regulation Order. This means that the traffic authority, DMBC, can impose parking restrictions, with the consequent yellow lines, on any road open to the public—which includes un-adopted highways.
22. The Fourth Schedule of the transfer deed also states that DMBC can erect highway signage and directions including speed-bumps, speed limits and other measures to procure usage of the Access Way in accordance with the same standards of the public highway.

## **Powers of the Charity Commission.**

23. If a complaint is made by a beneficiary of the Trust (member of the public), to the Charity Commission (CC), then the CC do have powers to investigate the Council's process and decision-making reasons. They could, because of the investigation, request that the Council undertake corrective measures to put the Access Road back into its previous situation – without the yellow lines.

## **Concerns**

24. The original request for the Traffic Regulations was to deal with the issue of vehicles parking along one or both sides of Benjamin Drive both at School times and on the weekend when football matches are held.
25. Inconsiderate parking has been observed and there would be an issue should emergency services be required at The Lime Gardens residential village, or any other properties accessed from Benjamin Drive. The parking may pose a risk or hinderance to those wish to users of Benjamin Drive for walking and exercising as intended.
26. However, concerns have also been raised that the loss of parking on Benjamin Drive would be detrimental to the use of the park for football teams, many of whom serve younger members of the community. A communication from the Halas Hawks Junior FC via the friends of Homer Hill Park (29<sup>th</sup> January 2023) states that Halas Hawks Junior FC have used Homer Hill Park as their base for many years. They hold training sessions and matches for upwards of 200 children which are attended by parents and guardians.

In the summer, the park is used every evening of the week to hold coaching sessions for many of the teams. In the case of younger persons teams supporting parents and carers prefer to park close to the event. The TRO may also be restrictive to those who park to enjoy the use of the park for other purposes such as exercising and dog walking. **(Appendix A)**

27. It should be noted that there is parking. DBMC supply a key for the football teams to open the gate and utilise the car park. However, council officers have reported that footballers often want to park their vehicles at the closest point to the pitch.

## **Support for the parking restrictions, in some areas, received since 22<sup>nd</sup> March 2023**

28. Support for the parking restrictions to be retained in some areas has been received from 3 residents and the late Councillor R Body. Councillor N Neale is in support of the restriction being retained throughout Benjamin Drive. **(Appendix B)**

## **Objections to the parking restrictions since 22<sup>nd</sup> March 2023**

29. Two objections to the parking restrictions and a request to remove the Double Yellow lines from Councillor T Crumpton have been received. However, it should be noted that many users of the park are aware the restrictions are not being enforced and are ignoring them. **(Appendix C)**

## **Proposal**

30. In order to balance the need to preserve Homer Hill Park, cater for the need for visitors to access the park by motor vehicle, and ensure the vehicles including emergency services can access the park without obstruction, the Traffic Regulation Order prohibiting parking is retained along with the associated double yellow lines. However, the Traffic Regulation Order Prohibiting Parking is not enforced until such time as the measures detailed in this report are in place.
31. To provide parking, encourage appropriate parking and minimise damage to the grassed areas alongside Benjamin Drive, environmentally friendly parking areas can be created using permeable paving or matting. The use of permeable paving or matting will enable the areas alongside Benjamin Drive to be used for leisure purposes. Benjamin Drive will also be more accessible to those who wish to walk etc. **Appendix D – Parking Arrangement Benjamin Drive, Off Slade Road Cradley - Drawing D084**
32. The car park accessed off Homer Hill Road will be opened to the users of the park subject to a height restricting barrier being installed. In addition, the tennis court area will be resurfaced and remarked to provide 22 parking spaces. **Appendix E - Homer Hill Car Park Plan June 23 DF. Pdf**

## **Finance**

33. The estimated cost of the proposed works is £50,000.
34. The cost of this work can be covered from Highways revenue budgets.

35. Capital costs – None. All costs will be covered from revenue budgets.
36. Ongoing maintenance costs will also be revenue and be included in the maintenance costs for Benjamin Drive and Homer Park.

### **Law**

37. Any amendment to the current Traffic Regulation Orders would require a revocation and/or proposed restriction to be advertised in accordance with the RTRA1984 and the LATOR1996.
38. The Council is the registered trustee of the Charity and in accordance with the Council's Constitution has delegated the administration of the charity to this Management Committee.
39. Section 139 of the Local Government Act 1972 empowers the Council to accept, hold and administer gifts of property, where it enables them to discharge any of their functions and where the gifts are for the purposes of benefitting the inhabitants of their area.
40. The law relating to trusts which are charitable is contained in various legislation. The key legislation being the Charities Act 1960, 1992, 1993, 2011, 2022 and the Trustee Investment Act 1962.

### **Risk Management**

41. The Charity Commission investigate the Council's process and decision-making reasons. They could, because of the investigation, request that the Council undertake corrective measures to put the Access Road back into its previous situation – without the yellow lines.
42. The car park and parking areas could become locations where anti-social or unacceptable behaviour takes place. This will be monitored, and appropriate action will be considered.

### **Equality Impact**

43. Provision of defined parking area and the restriction of parking may enable those members of the community with a disability to make better use of Benjamin Drive whilst allowing access, especially emergency services, to properties off Benjamin Drive.

## **Human Resources/Organisational Development**

44. The proposals in this report do not have any direct Human Resources/Organisational Development implications.

## **Commercial Procurement**

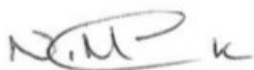
45. Any procurement activity will be carried out in accordance with the Council's Contract Standing Orders, and the relevant officers will take the procurements through the Procurement Management Group to monitor compliance.

## **Environment/Climate Change**

46. The proposals will have limited effect on the environment but may encourage the consideration of alternative modes of transport.

## **Council Priorities and Projects**

47. The proposal is trying to balance the Council priorities of ensuring people have a safe and welcoming indoor and outdoor environment, by providing access especially for emergency services, whilst continuing to promote a healthy, physical and active lifestyle.



**Acting Service Director  
Neighbourhood Delivery**

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## **Appendices**

Appendix A - A communication from the Halas Hawks Junior FC

Appendix B - Support for the parking restrictions since 22nd March 2023

Appendix C - Objections to the parking restrictions since 22nd March 2023

Appendix D - Appendix D – Parking Arrangement Benjamin Drive, Off Slade Road Cradley - Drawing D084

Appendix E - Holmer Hill Car Park Plan June 23 DF. Pdf

## **List of Background Documents**

Appendix 1 - Original Requests for Traffic Restrictions.

Appendix 2 - Objections to the original Traffic Regulation Order.

Appendix 3 - Complaint was received from Friends of Homer Hill Park by the committee of Ernest Stevens Management Trust.

Appendix 4 - Relevant Section of Minutes of the Ernest Stevens Trusts Management Committee

Appendix 5 - transfer deed dated 13th March 2015 made between the Borough Council of Dudley (1) and Midland Heart Limited (2).

Appendix 6 - App Bowen v Isle of Wight Council [2021] EWHC 3254 (Ch).

## Appendices

### **Appendix A – A communication from the Halas Hawks Junior FC**

Sent: 29 January 2023 23:37

Subject: Re: Fw: [EXTERNAL EMAIL] Re: TRO Consultation - Benjamin Drive

"Halas Hawks Junior FC have used Homer Hill park as their base for many years, currently having sole use of the parks football pitches on Saturdays for girls teams and most of the pitches on Sundays for boys teams.

On average, I would say that up to 200 girls and their parents come to the park on Saturdays and about 300 on Sundays.

In the summer, the park is used every evening of the week to hold coaching sessions for many of our teams.

As you are aware, parking is at a premium in the area and parking restrictions in Benjamin Drive would only exacerbate matters and make access to a public recreation area more difficult for everyone involved with Halas Hawks and other users of the park.

I must also point out that when the park is being used by our club, Green Care are extremely unlikely to be present or need access, so parking restrictions would be of no help to them at all".

### **Appendix B – Support for the parking restrictions, in some areas, since 22nd March 2023**

1.  
23/3/23 Resident

It seems that the parking proposals for Benjamin Drive have been turned down although the lines have been laid down by error and will be removed. I do however fail to see how any considerations to not have them trump pedestrian safety.

I thought at the time that certain parties were happy with the proposals covering all of the Drive as it would make it easier to lobby for cancellation.

Is there anything further that can be pursued to at least keep lines on the passing points on the upper part of the Drive on the bend and for some portion further toward Slade rd on the straight part.



This would allow parking and at least allow for vehicles to pass without the situation which exists whereby vehicles have to reverse a considerable distance with all the inherent dangers to children adults and animals, and allow for disabled buggies to negotiate the drive at school time and organised events.

2.

29/3/22 Resident.

Just had double yellow lines put up Benjamin drive and outside our house and the neighbours.

We have been informed that the yellow lines were put down by mistake and are going to be removed.

Can we please ask that the double yellow lines are kept outside our house as its helping with people and parents from the schools NOT parking outside of our house anymore and by them not parking outside our house means there is better view of the road from people trying to exit from Benjamin drive.

Many thanks

3.

2/5/23 Resident

Could you let me know the TRO status for Benjamin Drive Halesowen. The site notice posted back in September indicated proposed prohibition of waiting, double yellow lines have now been installed but the management at Lime Gardens informed me they have been told the lines cannot be enforced?

My mother lives at Lime Gardens and when visiting at school times or Saturday & Sunday mornings it's very difficult to drive up and down Benjamin Drive as it's full of cars completely ignoring the double yellow lines.

4.

30/3/23 Cllr Richard Body

Good morning

Following the TRO mistake/error of judgement can I kindly request the double yellow's recently painted at the junction with Benjamin Drive and Slade Rd. Cradley, be let in place.

It has stopped parents parking right on the bend of junction, making the visibility from Benjamin Drive much safer.

5. 22/3/23 Cllr Natalie Neale

After many years of campaigning this is what residents asked for and wanted. I have fought the issue and the safety aspects of not blocking Benjamin Road and allowing emergency vehicles access.

To take the lines away now is ridiculous and a waste of money and will make the Council look incompetent.

Can you resolve this and keep the double yellow lines and make them enforceable.

The park has numerous parking spaces.

## **Appendix C - Objections to the parking restrictions since 22nd March 2023**

1.

23/3/23 Resident

I was outraged this morning when I visited Homer Hill Park to find "Double Yellow Lines" covering the whole length of Benjamin Drive. I also found NO dog walkers on the field to the left of the drive, normally there are three or four there, having parked their car on the drive.

Why have they been applied when you assured us that this would not be happening?

It will result in no children's football on Saturdays and Sundays as well as discouraging dog walkers and people exercising.

Why? Why?

2.

28/3/23 Resident

Yellow lines on Benjamin Drive. As a local resident whose children play football at Homer Hill Park I was under the impression that no yellow lines were being out in place at Benjamin Drive however they have appeared today. I have heard that this is an error and they will be removed. Can you please confirm the situation.

3.

29/5/23 Cllr. T Crumpton

I am at a loss here. We have a set of yellow lines which can easily be removed, the TRO can be rescinded. Nobody wants such restrictions Val is totally correct in that local concerned people who know, love and use the park are thoroughly fed up. No consultation with those people has ended up in a right mess.

So please get the lines burnt off as quickly as possible and remove the TRA. Discussion and consultation on providing better parking for park and school users can then take place without further loss of park land.

This should be local consultation with the community and would not need the Stevens trust committee to be involved.

## Background Documents

### Appendix 1 – Original Requests for Traffic Restrictions.

6<sup>th</sup> October 2021 User

I pick a resident of Lime Gardens (at the old Cradley high school site) up each Sunday morning at half past ten, to take him to church. Getting up to Lime Gardens from Barracks Lane, coming up Benjamin Drive, is increasingly difficult to the point of being dangerous - caused by the parking relating to the football taking place in the field in front of Lime Gardens. It has been the same when I have picked him up on Saturday mornings, for church events. The biggest issue is the parking of cars on the double bend part way down, meaning that drivers coming down have to approach a blind corner on the wrong side of the road. Last Sunday I met 4 vehicles coming up at this point, and was obliged to make a tricky and lengthy reverse with pedestrians around and no footpath. My passenger has regularly expressed concerns about how emergency vehicles might manage to access Lime Gardens during football sessions. Double yellow lines on both sides of the bend would go some way to solving the issue and reducing the safety risks being created.

Please could you look into this issue, with a view to making things safer for drivers, pedestrians (mostly young families) and residents of Lime Gardens.

19<sup>th</sup> July 2021 (Street and Green Care)

I would like to get a Prohibition of Waiting (24 hrs a day) in place on Benjamin Drive, from Slade Road to the boundary of our neighbour, Midland Heart on both sides of the road.

Regards,

Grounds Maintenance/Parks Operations & Performance Manager

20<sup>th</sup> March 2022 Resident

I am a resident of Lime Gardens retirement village, Benjamin Drive, Halesowen.

The only road in and out of our village is Benjamin Drive.

I would like to make you aware of the parking situation when Homer Hill Park is used for football matches.

There is a small carpark for the footballers but that fills up very quickly.

Therefore, Benjamin Drive is used as an overspill parking area. The road is narrow and bends but the whole drive is full of cars and vans leaving just a narrow passage way for other vehicles. I have lived here for eighteen months

and dread trying to get up and down Benjamin Drive when the football is on.

My daughter has had to reverse the whole way back up the road due to vehicles coming towards her and refusing to move backwards. One day I had to walk to the bottom of Benjamin Drive and stop traffic turning off the main road and into Benjamin Drive so that she could get down safely after

attempting three times to get down the drive onto the main road. She has also been verbally abused by other drivers wanting to get up the drive to park for the football matches. I know this is not your problem but just want to show the gravity of the situation.

I am not the only resident here who has this problem. We are sick to the back teeth of parked cars and vans causing issues. There are many people here who use wheelchairs and motorised scooters and they are scared to leave the building when the football is on. Other residents are unsteady on their feet and use walking aids ... football days and evenings make it difficult for them to get along Benjamin Drive.

I would be really grateful if someone could get back to me regarding this problem. Thank you.

## Appendix 2 – Objections to the original Traffic Regulation Order.

Location	Comments	Cabinet Members Recommendation
Benjamin Drive, Slade Road, Homer Hill Road and Ormonde Close, Halesowen (TM5258)	<ul style="list-style-type: none"> <li>23 members of the community wrote in to object to the proposals on the grounds of loss of parking for funeral cars and mourners visiting the churchyard, loss of parking for parents/carers dropping off and collecting pupils at Colley Lane School and Cradley CofE School and a detrimental effect on the health of children and adults who access the park as a recreation ground, in particular for football. 12 of the 23 objectors were parents and officials of a local girls football club, whose teams base is this park. 100s of children use the park all year round, which would not be possible without parking provisions. Requests were made for additional parking, rather than reducing it as the proposals are reducing childrens ability to access recreational grounds for their</li> </ul>	<p>Implement as advertised in Benjamin Drive and Slade Road only.</p> <p>Based on comments and objections received, do not proceed with Homer Hill Road and Ormonde Close at this time.</p> <p>See plan TM5258 Rev1</p>

	<p>physical and mental wellbeing. Concerns were also raised about parking being displaced into neighbouring streets, creating potential dangers to road users, in particular school children.</p> <ul style="list-style-type: none"> <li>• 2 people wrote in to support the proposals based on vehicle parking inconsiderately which leads to difficulty for visitors accessing Lime Gardens, obstructions to disabled users of the park, and potential dangers to children.</li> </ul>	
--	---	--

**Appendix 3 – Complaint was received from Friends of Homer Hill Park by the committee of Ernest Stevens Management Trust.**

Secretary of the Friends of Homer Hill Park.

I'm very concerned about a Traffic Regulation Order made on Benjamin Drive, Homer Hill Park, by Transportation & Engineering Services: Traffic/Road Safety.

Following a very badly advertised consultation I was told by email that despite objections it had been decided that a proposal for yellow lines to prohibit parking on Benjamin Drive would go ahead. Benjamin Drive is not a public highway, therefore we believed that any lines would only be advisory. Also, Benjamin Drive was built by Midland Heart as access to Lime Gardens, and under the terms of the Trust that cover the land an easement only was granted by the Charity Commission as the land is protected for leisure use only. It's also a war memorial obtained for the use of the families of those who died and suffered in WW1, and the returning ex service people themselves. If the parking available on Benjamin Drive is taken away the teams of very young and adolescent football players of both sexes will not be able to use the park. Parents stay with their children, they can't just drop them off. There isn't enough parking available even taking into account Homer Hill Road and the carpark off it. So much for exercise, health, wellbeing and leisure!

On 24 January I received a further email following a complaint I'd made it includes that "The request to consider yellow lines in Benjamin Drive was made from the Green Care management team who are responsible for the maintenance of the private access road. The Council as highway authority may

make a TRO on a road that is not public highway when the owner of the road makes a request which is considered in accordance with formal laid out TRO procedures.” So the owner of the road Dudley MBC is asking Dudley MBC for approval – surely a conflict of interest under the Trust.

I’m also astounded that they say it was Green Care who requested the lines so that they can maintain the road. Green Care are not responsible for road maintenance, they tend the pitches etc. From 15 years experience I know that it’s Transportation Engineering services that are involved when we have tarmac laid in the park, they supply the spec, quotes and inspect the work. Also, I’m aware that DMBC have been refusing for 5 years to maintain the road and lights on it, and say that’s up to Midland Heart\*.

Green Care can’t possibly be affected by the vehicles parking on the road, teams train and play matches after their working hours and over weekends. There are very few cars parked there during the day, visiting disabled drivers and dog walkers. Drivers tend to stay for a short time only, in view of their vehicles and are easily found if necessary.

I am asking that the committee stops the Order from being made as it goes against the terms of the Trust and is also based on mis-representation of facts.

#### **Appendix 4 - Relevant Section of Minutes of the Ernest Stevens Trusts Management Committee**

Monday 3rd April, 2023 at 6.00pm  
in Dudley Town Hall, St James’s Road, Dudley

Present:

Councillor I Kettle (Chair)

Councillor A Hopwood (Vice-Chair)

Councillors D Borley, T Creed and T Crumpton

Co-opted Member

D Sparks (Friends of Stevens Park, Quarry Bank)

The Chair referred to double yellow lines that had been painted on an access road through Homer Hill Park. A report would be submitted to the next meeting.

#### **Appendix 5 - Transfer deed was signed between DMBC and Midlands Hart Limited in March 2015**



Transfer dated  
13.03.2015.pdf

*The Fourth Schedule of the transfer deed confirms that the Council, as Highway Authority will maintain the access road to the standards of a highway following the works required by Midland Heart. There is no obligation in the*

*transfer deed that the Highway Authority will formally adopt the access road as a highway*

**Appendix 6 - *AppBowen v Isle of Wight Council [2021] EWHC 3254 (Ch)*.**

It was accepted that the road in question was not a highway, and the road owners only tolerated the public use. The Court held that a road will be a 'road to which the public has access for the purposes of RTRA 1984, and thus a road for which a traffic order may be made, provided that:

a) the land is capable of being a 'road' within the statutory definition, only if it is a

road according to normal usage and language (e.g. a car park would not meet the test)

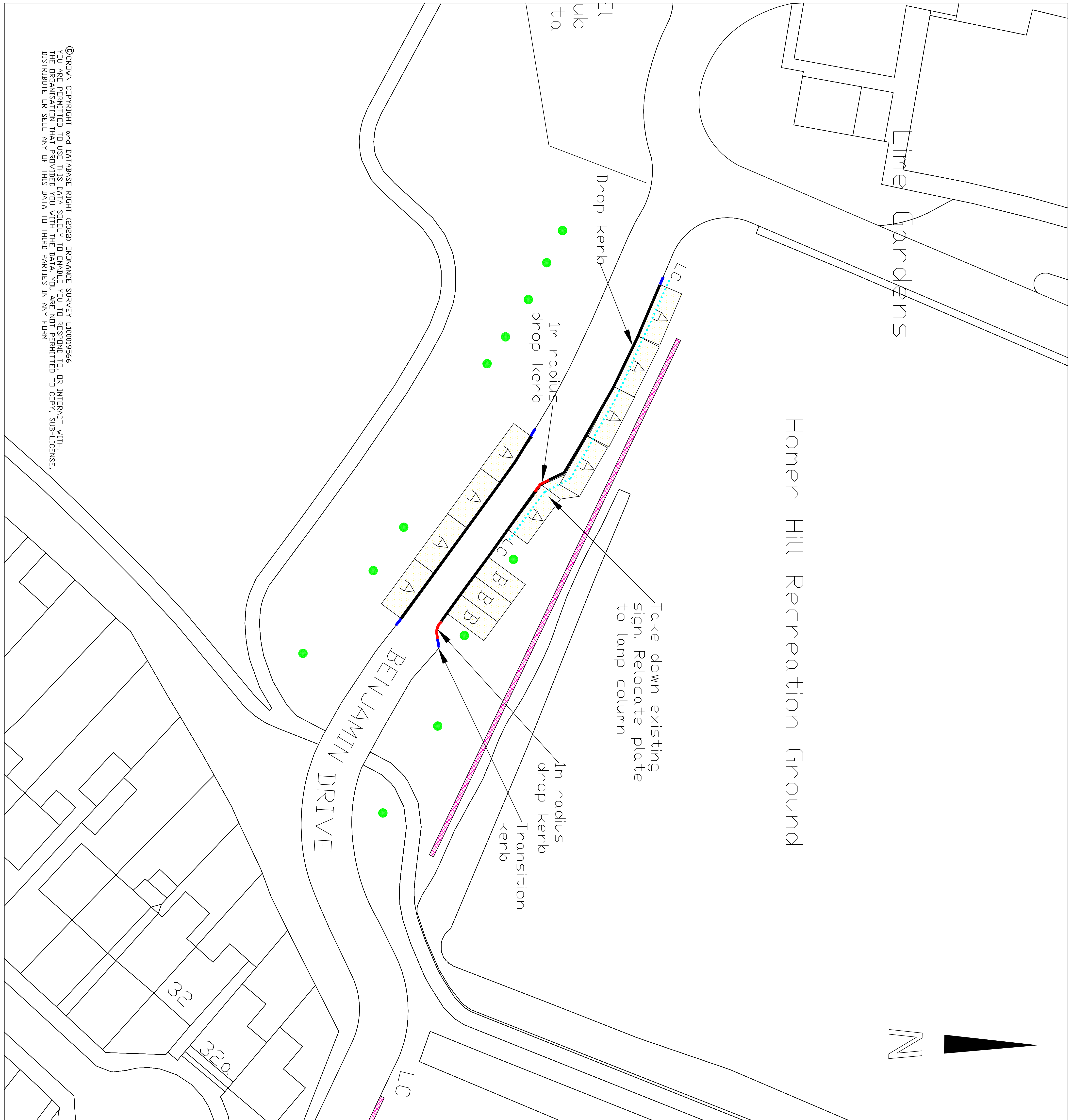
b) a road is capable of being within the statutory definition only if the public do in fact have access to it. There must be factual access, not merely the opportunity for factual access

c) the access must be by the public generally, not by some special class or subset of the public

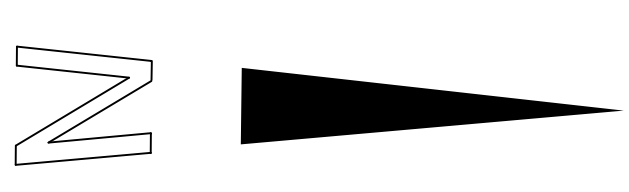
d) the access must, in some sense or other, be 'lawful' or at least not prohibited. This means that members of the public must not have obtained access either by overcoming a physical obstruction or in defiance of an express or implied prohibition

e) the general public do as a matter-of-fact exercise access to it and provided that those members of the public 'have not obtained access either by overcoming a physical obstruction or in defiance of prohibition express or implied'

The Road Traffic Regulation Act 1984 provides the appropriate powers for the Council to make the proposed Traffic Regulation Order. This means that the traffic authority can impose parking restrictions, with the consequent yellow lines, on any road open to the public—which includes un-adopted highways.



Homer Hill Recreation Ground

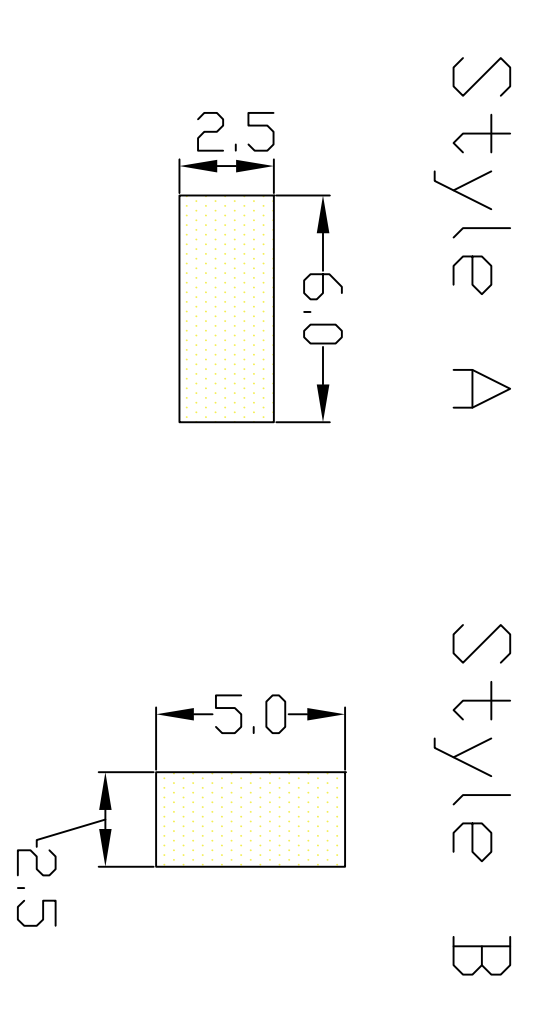


Key

- Approx Tree Location
- LC Lamp Column
- Length of drop kerb (approx 66m)
- 2x 1m radius drop kerb
- 4x transition kerbs
- Install 100mm black split ducting to existing grasscrete parking spaces

Trip Rail

Parking Spaces



Parking Spaces to be constructed in Grasscrete

Lister Road  
Netherton  
DY2 8JW  
**Dudley**  
Metropolitan Borough Council

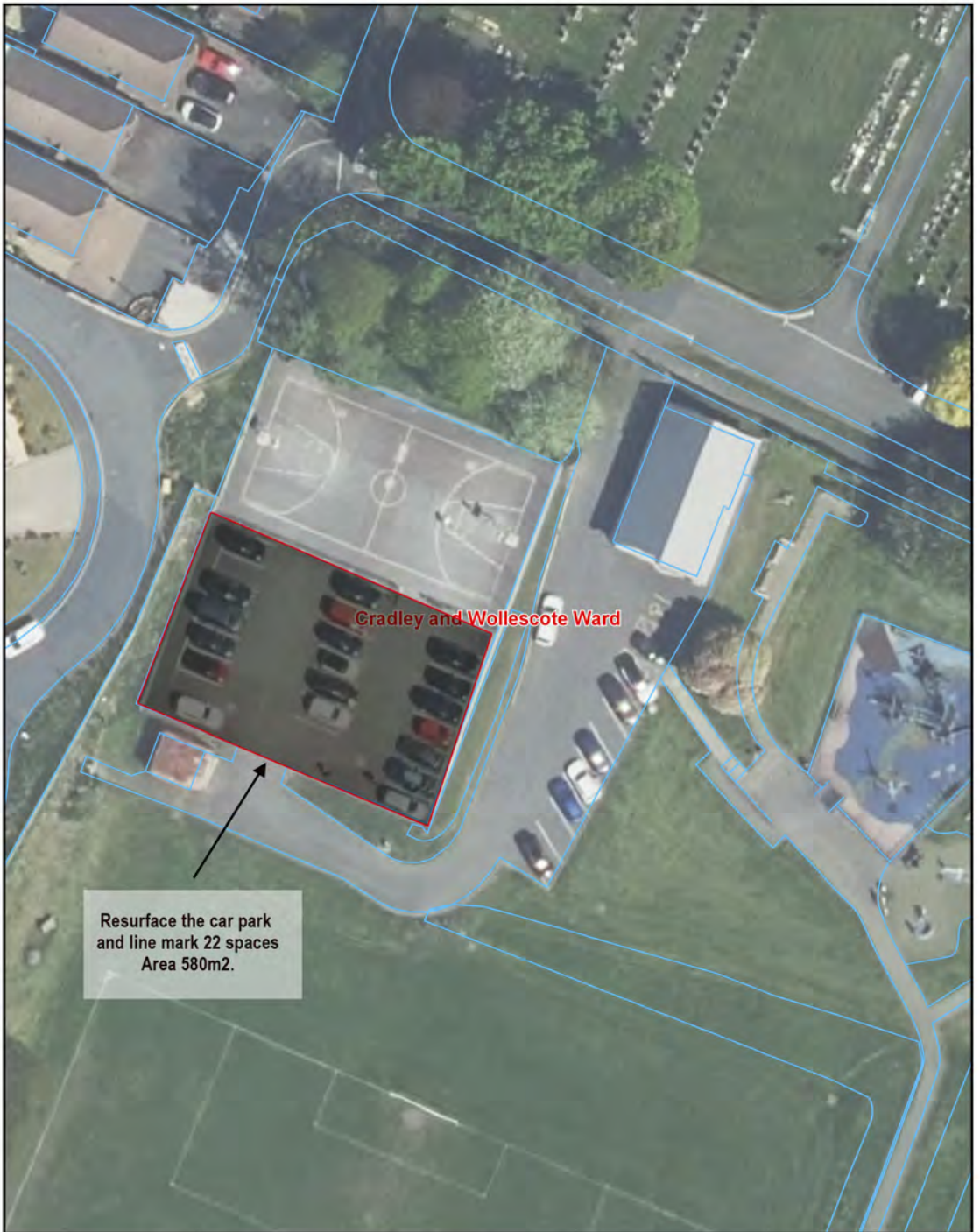
ENVIRONMENT DIRECTORATE

Project **PARKING ARRANGEMENT**  
**BENJAMIN DRIVE,**  
**OFF SLADE ROAD,**  
**CRADLEY**

Drawn By <b>SF</b>	Checked By <b>SH</b>
Drawing No. <b>D084</b>	Revision No.
Date <b>JUNE 2023</b>	Scale <b>1:200@A1</b>

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Resurface the car park  
and line mark 22 spaces  
Area 580m2.

Cradley and Wollescote Ward

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## Homer Hill Park Car Park



**Dudley Metropolitan Borough Council**  
The Council House, Priory Road,  
Dudley DY1 1HF

**Scale:**1:500

**Created:** 2023-06-12 10:28:06



Land Registry  
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

1	Title number(s) out of which the property is transferred: <b>WM883987 and WM497003</b>
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: <b>WM936004</b>
3	Property: <b>The land formerly known as Cradley High School, Homer Hill Road, Halesowen</b> The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: <b>Edged red</b> <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: <b>13 March 2015</b>
5	Transferor: <b>The Borough Council of Dudley</b> <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: <b>Midland Heart Limited</b>  <u>For UK incorporated companies/LLPs</u>

**These are the notes referred to on the following official copy**

Title Number MM50789

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

8/10

	Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix: JP30069R
7	Transferee's intended address(es) for service for entry in the register:  <b>20 Bath Row, Birmingham, West Midlands</b>
8	The transferor transfers the property to the transferee
9	Consideration  <input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):  <b>£1,313,500.00) ONE MILLION THREE HUNDRED AND THIRTEEN THOUSAND FIVE HUNDRED POUNDS</b>  <input type="checkbox"/> The transfer is not for money or anything that has a monetary value  <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with  full title guarantee  x limited title guarantee
11	Declaration of trust. The transferee is more than one person and  <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants  <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares  <input type="checkbox"/> they are to hold the property on trust:
12	Additional provisions  12.1 DEFINITIONS

In this deed, unless the context otherwise requires the following definitions apply:

- “1994 Act”** the Law of Property (Miscellaneous Provisions) Act 1994;
- “Access Road”** the access road leading from Slade Road shown coloured blue on the Plan;
- “Conduits”** all sewers, drains, pipes, gullies, gutters, ducts, mains, channels, wires, fibres, cables, conduits, flues, watercourses and any other conducting media and associated equipment for the supply of Services now present or to be installed for the passage of Services;
- “Housing Land”** that part of the Property hatched blue on the Plan;
- “Permitted Disposal”** means (1) the transfer of a freehold interest or the grant of a tenancy or a lease of a residential unit; or (2) the transfer of land or the grant of an easement to a statutory authority or highway authority
- “Plan”** the plan annexed to this transfer and if numbered plans are annexed any reference to a numbered plan is to the annexed plan so numbered;
- “Retained Land”** the remainder of the land comprised in title number WM883987 WM936004 and WM497003 and other adjoining land belonging to the Transferor;
- “Services”** water, soil, foul drainage, gas, oil, electricity, telephone, television, radio, facsimile, telecommunications, data, communications and other similar services and supplies;
- “VAT”** Value Added Tax as provided for in the Value Added Tax Act 1994 or any similar tax replacing or introduced in addition to it;
- “Working Day”** any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England.

## 12.2 INTERPRETATION

12.2.1 Unless this deed states otherwise:

- a) references to clauses and Schedules are to the clauses and schedules of this deed; and
- b) reference to any legislation (whether specifically named or to legislation in general) shall include any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, regulations or other subordinate legislation for the time being made, issued or given under that legislation or deriving validity from it, and also reference to legislation in general is to all local, national and directly applicable supra-national laws for the time being in force.

12.2.2 Words importing one gender include any other genders and words importing the

singular import the plural and vice versa.

12.2.3 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.

12.2.4 References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.

12.2.5 References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.

12.2.6 Unless otherwise indicated, references to paragraphs are to paragraphs in this Panel 12.

12.2.7 The clause headings in this deed are for reference only and do not affect its construction or interpretation.

12.2.8 Where any party to this deed comprises more than one person, the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons.

12.2.9 Unless the context requires otherwise, the words "include" and "including" shall be deemed to be followed by the words "without limitation".

### 12.3 RIGHTS GRANTED

12.3.1 The Property is transferred together with, for the benefit of each and every part of the Property the rights set out in the First Schedule.

12.3.2 The rights set out in the First Schedule shall where the context admits be exercisable in common with the Transferor, its successors in title and all persons authorised by it or them or having a like right.

### 12.4 RIGHTS RESERVED

There are excepted and reserved out of the Property for the benefit of each and every part of the Retained Land the rights set out in the Second Schedule.

### 12.5 COVENANTS BY THE TRANSFEE

12.5.1 The Transferee covenants with the Transferor to the intent that the burden of this covenant may run with and bind each and every part of the Property into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with each and every part of the Retained Land to observe and perform the obligations set out in the Third Schedule.

12.5.2 Any obligation not to do any act or thing shall include an obligation not knowingly to permit or suffer that act or thing to be done by another person.

### 12.6 DECLARATIONS

12.6.1 Section 62 of the Law of Property Act 1925 will not apply to this transfer and except for any rights expressly granted by this transfer nothing will (whether by



implication of law or otherwise) operate or be deemed to operate to confer on the Transferee any easement, quasi-easement, privilege or advantage whatsoever over or against the whole or any part of any adjoining or neighbouring land of the Transferor.

12.6.2 The Transferee and its successors in title shall not be entitled to any right of access of light and air or any other easement or right which would or might restrict or interfere with the free use of the whole or any part of the Retained Land for building development or any other purpose and the access or use of light to and for the Property from the Retained Land shall be enjoyed with the consent of the Transferor and its successors in title and shall not be or become enjoyed as of right.

12.6.3 Any dispute between the parties or their respective successors in title in connection with any payment required pursuant to any covenant set out in this transfer (other than in respect of interpretation or law) shall be referred at the request of either party to arbitration in accordance with the Arbitration Act 1996 such arbitrator to be agreed between the parties or failing agreement appointed at the request of either party by or on behalf of the President of the Royal Institution of Chartered Surveyors.

12.6.4 Upon any transfer of the whole of its interest in the whole or any part of the Property the Transferee shall be automatically released from any liability arising in connection with the obligations set out in the Third Schedule (save in respect of any antecedent breach of covenant) in so far as they relate to the property disposed of but PROVIDED THAT no such release shall operate in respect of the obligations set out in Part II of the Third Schedule unless the person to whom the transfer is made has first entered into a direct covenant with the Transferor or its successors in title to observe and perform the obligations therein set out in so far as they relate to the property acquired by that person.

12.6.5 The Transferor and the Transferee agree and declare as follows:

The Property being surplus to education requirements of the Transferor this Transfer is made pursuant to Section 123 of the Local Government Act 1972 (as amended) and in accordance with the consents of the Secretary of State under Section 77 of the School Standards and Framework Act 1998 and Schedule 35A of the Education Act 1996

## 12.7 INDEMNITY COVENANT

The Transferee with the object and intent of affording to the Transferor a full and sufficient indemnity (but not further or otherwise), covenants with the Transferor that the Transferee and its successors in title will perform and observe all the covenants, agreements and other matters contained or referred to in the registers of Title Numbers WM883987 as at the date hereof (save for those relating to mortgages or financial charges) so far as the same relate to the Property and are still subsisting and capable of taking effect and to indemnify and keep the Transferor indemnified from and against all future actions, claims, losses, costs, expenses, and liability in any way relating to any of them.

## 12.8 IMPLIED COVENANTS

The covenants implied by the 1994 Act are varied as follows:

- 12.8.1 the words "at his own cost" are deleted from the covenant set out in section 2(1)(b) and the words "at the cost of the person to whom he disposes of the property" substituted for them;
- 12.8.2 the words "and could not reasonably be expected to" are deleted from the covenant set out in section 3(1); and
- 12.8.3 the covenants set out in section 2(1)(a) and section 3 are construed so that matters recorded in registers open to public inspection are considered to be within the actual knowledge of the person to whom the disposition is made.

**12.9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this deed shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

**12.10 LAND REGISTRY TITLE ENTRIES**

12.10.1 The Transferor and the Transferee apply to the Land Registrar for a restriction to be entered on the title to the Property in the following Land Registry standard form.

"No transfer or lease of the whole or any part of freehold of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the Transferee's conveyancer that the provisions of paragraph 3 (c) of Part II of the Third Schedule of the transfer dated 18/3/15 ] and made between Dudley Metropolitan Borough Council and Midland Heart Limited have been complied with or that they do not apply to the disposition."

S770

3/15

12.10.2 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in the First Schedule to be noted on the title number of the Property.

12.10.3 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in the Second Schedule to be noted on the title numbers of the Retained Land.

**12.11 CHARITY ACT**

12.11.1 The land comprised in title WM936004 over which a right of way is to be granted by this transfer is held by the Transferor in trust for the Homer Hill Recreation Ground Trust a non-exempt charity, and this transfer is not one falling within paragraph (a), (b) (c) or (d) of section 117(3) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117 - 121 of that Act apply to the land.

12.11.2 The Transferor has complied with the restriction relating to disposal imposed by sections 117-121 of that Act.



FIRST SCHEDULE

(Rights Granted)

The transfer is made together with the following rights over the Retained Land for the benefit of the Property:

- 1 **A right of way** in common with all those persons entitled;
  - 1.1 to use with or without vehicles and at all times that part of the Access Road not comprised within the Property for the purposes of access and egress to the Property;
  - 1.2 to enter onto that part of the Access Road not comprised within the Property on serving on the Transferor at least 10 days prior notice for the purpose of undertaking works of improvement to the Access Road subject to observing and performing the provisions of paragraph 6 hereof
- 2 **Services** - the right in common with the owners of the Retained Land and those authorised by them to connect to and use any Conduits in, on, under or over the Retained Land for the passage of Services to and from the Property. The benefit of this right is subject to the owners of the Property complying with the provisions of paragraph 6 of this First Schedule provided that the Transferor may withhold consent where in their reasonable opinion, the Conduits would be overloaded by the additional passage of Services in or through them following connection to them by the owners of the Property.
- 3 **Entry** - the right for the owners of the Property and those authorised by them to enter and remain upon so much as is necessary of the Retained Land (but not into any dwelling comprised therein) on reasonable prior notice (except in case of emergency) with or without workmen, plant, machinery and equipment to:
  - (a) repair, maintain, replace, renew, clean, connect to and sever connections with any Conduits over which rights are granted by this transfer; and
  - (b) repair, maintain, decorate, replace, renew and clean any buildings or fences on the Property or boundary fences or party walls between the Retained Land and the Property.
- 4 **Support** - the right of support for the Property and any buildings now or in the future constructed or erected on it from the Retained Land and any buildings on it.
- 5 **Building** - the right to build new buildings upon and to rebuild, construct, reconstruct, demolish, extend, alter or carry out any other works to any buildings from time to time on the Property provided that the same shall not materially restrict or interrupt the passage of light and air to any buildings from time to time on the Retained Land.
- 6 **The rights of entry** granted by this transfer are subject to the owners of the Property:
  - (a) first obtaining any consents required under this First Schedule for the installation of or connection to any Conduits;
  - (b) causing as little inconvenience as reasonably practicable to the owners of the Retained Land in the exercise of these rights;
  - (c) except in case of emergency, carrying out any works required in accordance with a programme of works, plans and specifications previously approved by the owners of the

Retained Land, such approval not to be unreasonably withheld or delayed;

- (d) making good as soon as reasonably practicable all damage caused to the Retained Land and any buildings from time to time on it to the reasonable satisfaction of the owners of the Retained Land;
- (e) permitting the owners of the Retained Land to accompany those exercising the rights; and
- (f) paying reasonable compensation to any person affected by any damage caused by the exercise of the rights which is not capable of being made good as mentioned above.

## SECOND SCHEDULE

### (Rights Reserved)

The following rights over the Property are reserved for the benefit of the Retained Land:

- 1 **Services** - the right in common with the owners of the Property and those authorised by them to connect to and use any Conduits in, on, under or over the Property for the passage of Services to and from the Retained Land. The benefit of this right is subject to the owners of the Property complying with the provisions of paragraph 6 of this Second Schedule provided that the Transferee may withhold consent under paragraph 1 of this Second Schedule where, in their reasonable opinion, the Conduits would be overloaded by the additional passage of Services in or through them following connection to them by the owners of the Retained Land.
- 2 **Entry** - the right for the owners of the Retained Land and those authorised by them to enter and remain upon so much as is necessary of the Property on reasonable prior notice (except in case of emergency) with or without workmen, plant, machinery and equipment:
  - (a) to repair, maintain, replace, renew, clean, connect to and sever connections with any Conduits over which rights are reserved by this transfer;
  - (b) to repair, maintain, decorate, replace, renew and clean any buildings or fences on the Retained Land or boundary fences or party walls between the Retained Land and the Property.
- 3 **Support** - the right of support for the Retained Land and any buildings now or in the future constructed or erected on it from the Property and any buildings on it.
- 4 **Light and air** - the right of uninterrupted and unimpeded access of light and air over the Property to any buildings from time to time on the Retained Land.
- 5 **Building** - the right to build new buildings upon and to rebuild, construct, reconstruct, demolish, extend, alter or carry out any other works to any buildings from time to time on the Retained Land provided that the same shall not materially restrict or interrupt the passage of light and air to any buildings from time to time on the Property.
- 6 The rights of entry reserved by this transfer are subject to the owners of the Retained

Land:

- (a) first obtaining any consents required under this Second Schedule for the installation of or connection to any Conduits;
- (b) causing as little inconvenience as reasonably practicable to the owners of the Property in the exercise of these rights;
- (c) except in case of emergency, carrying out any works required in accordance with a programme of works, plans and specifications previously approved by the owners of the Property, such approval not to be unreasonably withheld or delayed;
- (d) making good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property;
- (e) permitting the owners of the Property to accompany those exercising the rights; and
- (f) paying reasonable compensation to any person affected by any damage caused by the exercise of the rights which is not capable of being made good as mentioned above.

**THIRD SCHEDULE**

**(Covenants by Transferee)**

Part I

The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property that the owners of the Property will:

**1 Use of the Property**

- (a) not use the Housing Land for any other purpose than the construction and use of 11 detached or semi-detached residential dwelling houses ;
- (b) not use or permit the Property to be used in a manner which may be or become a legal nuisance or cause damage to the owners of the Retained Land; or
- (c) not use or permit the Property to be used to store goods, materials, waste or refuse on any unbuilt parts of the Property except for refuse kept for collection in dustbins or waste compactors properly required in connection with the use of the Property (or, during the course of development of or construction on the Property, in proper storage compounds or facilities).

**2 Nomination Agreement** – at the request of the Council agree and enter into a nomination agreement (both acting reasonably) whereby the Transferee agrees to accept nominations for tenants for the Property where appropriate provided that the Council shall not require more than 75% nomination rights in respect of re-lettings ;

**3 Disposals of the Property** - make any disposition of any part or parts of the freehold of the Property (save for a Permitted Disposal) without first complying with the provisions of paragraph 3 (c) of Part II of this Third Schedule.

Part II

The Transferee covenants with the Transferor for the benefit of the owners of the Retained Land that the owners of the Property ('the **Transferee's Positive Covenants**') will:

- 1 **Conduits** - repair, maintain, replace, renew and clean any Conduits over which rights are reserved by this transfer.
- 2 **Access Road** -- to construct the Access Road to adoptable standards.
- 3 **Deed of Covenant** - ensure that all new freehold owners of the Property or any part of it (save for any donee pursuant to a Permitted Disposal) enter into a direct covenant (the "**Transferee's Deed of Covenant**") with the owners of the Retained Land before they are registered as proprietor of the Property:
  - (a) to comply with the Transferee's Positive Covenants;
  - (b) to apply to the Land Registrar for a restriction to be entered onto the registered title in the same form as the restriction set out in paragraph 12.10.1; and
  - (c) not to transfer or otherwise dispose of the freehold of any part or parts of the Property (save by way of a Permitted Disposal) without ensuring that any transferee or other person to whom a disposal is made enters into a direct covenant with the owners of the Retained Land on the terms of this covenant.

**FOURTH SCHEDULE**

**(covenants by the Transferor)**

The Transferor (in its capacity as the local highway authority and not as trustee) covenants with the Transferee;

1. Subject to;
  - a) the Transferee allowing the Transferor to enter and remain upon the Property (with and without equipment) to undertake works to the Access Road ;and
  - b) the Transferee allowing the Transferor to erect highway signage and directions including speed- bumps, speed limits and other measures to procure usage of the Access Way in accordance with the same standards as public highway;

to maintain the Access Road in good and substantial repair until the same becomes maintainable at public expense; and
2. Subject to allowing the Transferor access to the Property to maintain the same where requested to so and to erect signage as it use to indemnify and keep the Transferee indemnified from and against all actions claims losses costs and expenses and liability relating to that part of the roadway which falls within the Property such liability to be limited to that equivalent to the liability of Council as though the Access Road was a highway maintainable at public expense

Execution

**IN WITNESS** of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

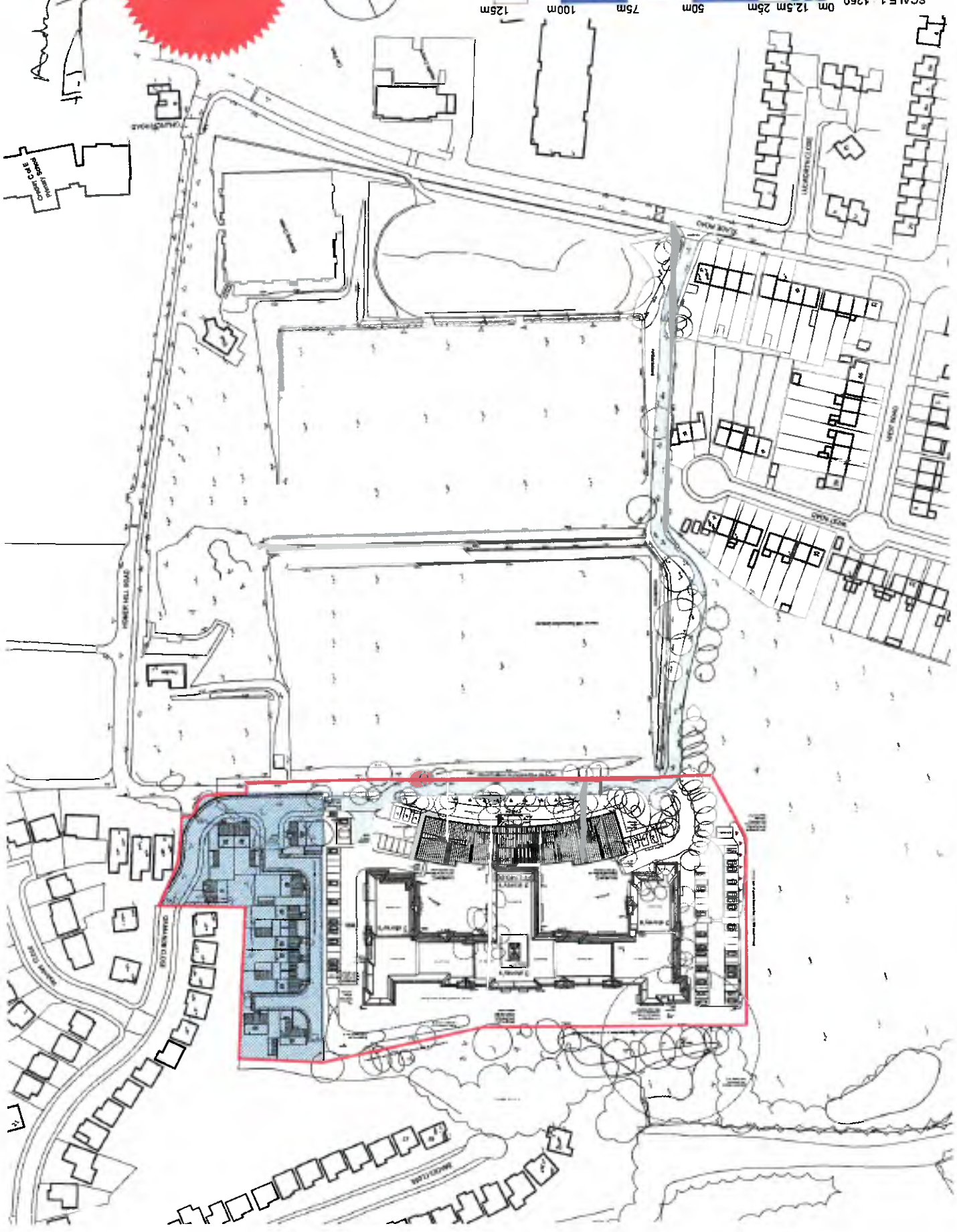
# Contract Plan 1 - 1:1250@A3

SCALE 1:1250  
0m 12.5m 25m 50m 75m 100m 125m  
SCALE 1:1  
0m 10mm 20mm 40mm 60mm 80mm 100mm




*Andrus Folger*

11-1





The common seal of the Borough Council of Dudley ) was affixed in the presence of an authorised signatory )	
Signature of witness	
Name (in BLOCK CAPITALS)	
Address	
<b>EXECUTED AS A DEED</b> by <b>MIDLAND HEART LIMITED</b> whose Common Seal was affixed in the presence of: Secretary..... <i>Ann Foster</i> Authorised Signatory... <i>H. J. D. [Signature]</i>	
 7790/15	

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003

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Land Registry  
Transfer of part of registered title(s)

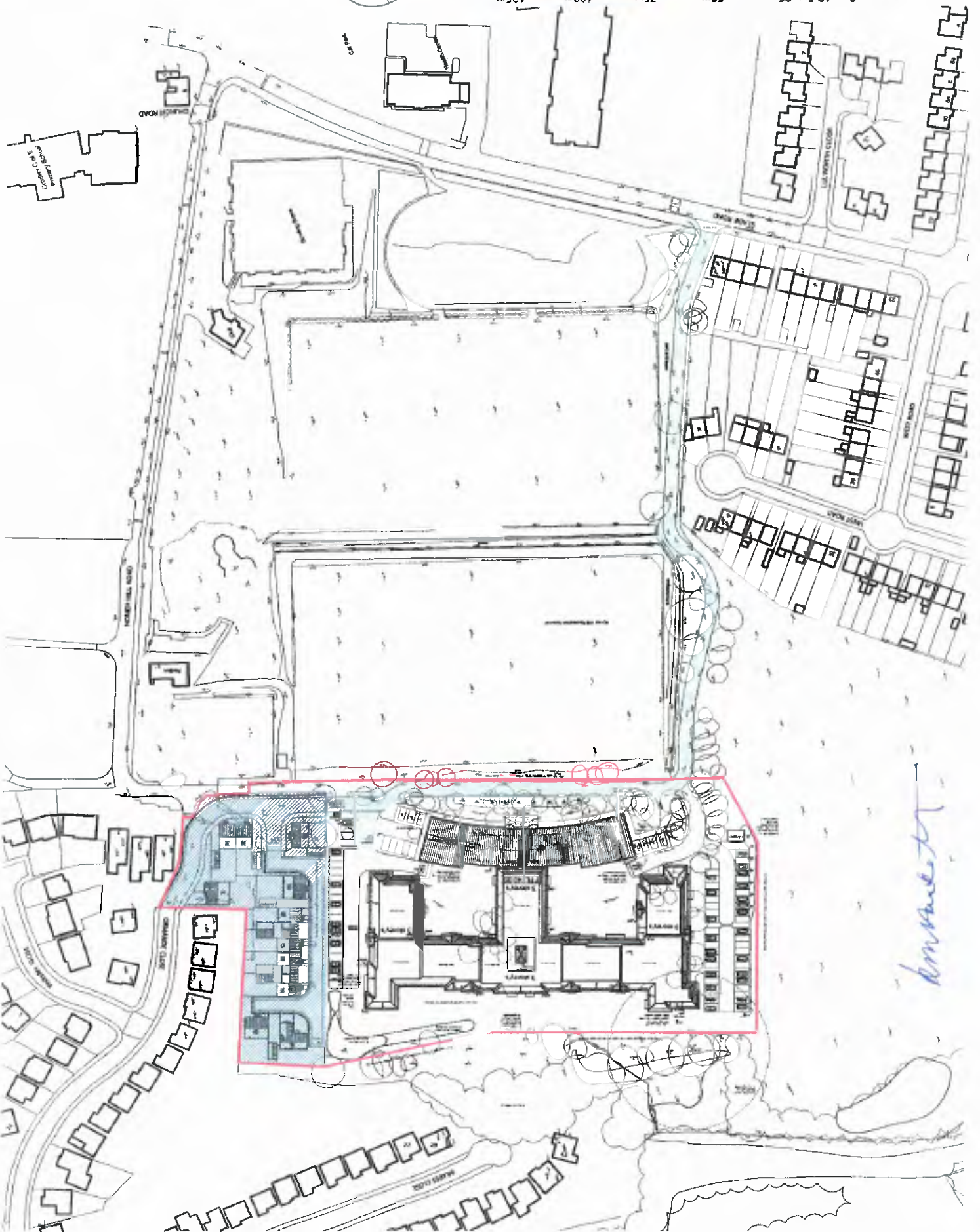
TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

1	Title number(s) out of which the property is transferred:  WM983987 and WM497003
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:  WM936004
3	Property:  The land formerly known as Cradley High School, Homer Hill Road, Malesowen  The property is identified  <input checked="" type="checkbox"/> on the attached plan and shown:  Edged red  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 13 March 2015
5	Transferor:  The Borough Council of Dudley  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register:  Midland Heart Limited  <u>For UK incorporated companies/LLPs</u>

# Contract Plan 1 - 1:1250@A3

SCALE 1:1250  
SCALE 1:1250  
0m 12.5m 25m 50m 75m 100m 125m  
100mm 80mm 60mm 40mm 20mm 10mm



*Amberley*



Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix: #P30069R <i>KMH</i>	
7	Transferee's intended address(es) for service for entry in the register:  <b>20 Bath Row, Birmingham, West Midlands</b>
8	The transferor transfers the property to the transferee
9	Consideration  <input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):  <b>£1,313,500.00) ONE MILLION THREE HUNDRED AND THIRTEEN THOUSAND FIVE HUNDRED POUNDS</b>  <input type="checkbox"/> The transfer is not for money or anything that has a monetary value  <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with  full title guarantee  x limited title guarantee
11	Declaration of trust. The transferee is more than one person and  <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants  <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares  <input type="checkbox"/> they are to hold the property on trust:
12	Additional provisions  12.1 <b>DEFINITIONS</b>

In this deed, unless the context otherwise requires the following definitions apply:

- "1994 Act"** the Law of Property (Miscellaneous Provisions) Act 1994;
- "Access Road"** the access road leading from Slade Road shown coloured blue on the Plan;
- "Conduits"** all sewers, drains, pipes, gullies, gutters, ducts, mains, channels, wires, fibres, cables, conduits, flues, watercourses and any other conducting media and associated equipment for the supply of Services now present or to be installed for the passage of Services;
- "Housing Land"** that part of the Property hatched blue on the Plan;
- "Permitted Disposal"** means (1) the transfer of a freehold interest or the grant of a tenancy or a lease of a residential unit; or (2) the transfer of land or the grant of an easement to a statutory authority or highway authority
- "Plan"** the plan annexed to this transfer and if numbered plans are annexed any reference to a numbered plan is to the annexed plan so numbered;
- "Retained Land"** the remainder of the land comprised in title number WM883987 WM936004 and WM497003 and other adjoining land belonging to the Transferor;
- "Services"** water, soil, foul drainage, gas, oil, electricity, telephone, television, radio, facsimile, telecommunications, data, communications and other similar services and supplies;
- "VAT"** Value Added Tax as provided for in the Value Added Tax Act 1994 or any similar tax replacing or introduced in addition to it;
- "Working Day"** any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England.

## 12.2 INTERPRETATION

12.2.1 Unless this deed states otherwise:

- a) references to clauses and Schedules are to the clauses and schedules of this deed; and
- b) reference to any legislation (whether specifically named or to legislation in general) shall include any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, regulations or other subordinate legislation for the time being made, issued or given under that legislation or deriving validity from it, and also reference to legislation in general is to all local, national and directly applicable supra-national laws for the time being in force.

12.2.2 Words importing one gender include any other genders and words importing the

singular import the plural and vice versa.

- 12.2.3 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.
- 12.2.4 References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.
- 12.2.5 References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.
- 12.2.6 Unless otherwise indicated, references to paragraphs are to paragraphs in this Panel 12.
- 12.2.7 The clause headings in this deed are for reference only and do not affect its construction or interpretation.
- 12.2.8 Where any party to this deed comprises more than one person, the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons.
- 12.2.9 Unless the context requires otherwise, the words "include" and "including" shall be deemed to be followed by the words "without limitation".

### 12.3 RIGHTS GRANTED

- 12.3.1 The Property is transferred together with, for the benefit of each and every part of the Property the rights set out in the First Schedule.
- 12.3.2 The rights set out in the First Schedule shall where the context admits be exercisable in common with the Transferor, its successors in title and all persons authorised by it or them or having a like right.

### 12.4 RIGHTS RESERVED

There are excepted and reserved out of the Property for the benefit of each and every part of the Retained Land the rights set out in the Second Schedule.

### 12.5 COVENANTS BY THE TRANSFEE

- 12.5.1 The Transferee covenants with the Transferor to the intent that the burden of this covenant may run with and bind each and every part of the Property into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with each and every part of the Retained Land to observe and perform the obligations set out in the Third Schedule.
- 12.5.2 Any obligation not to do any act or thing shall include an obligation not knowingly to permit or suffer that act or thing to be done by another person.

### 12.6 DECLARATIONS

- 12.6.1 Section 62 of the Law of Property Act 1925 will not apply to this transfer and except for any rights expressly granted by this transfer nothing will (whether by

implication of law or otherwise) operate or be deemed to operate to confer on the Transferee any easement, quasi-easement, privilege or advantage whatsoever over or against the whole or any part of any adjoining or neighbouring land of the Transferor.

12.6.2 The Transferee and its successors in title shall not be entitled to any right of access of light and air or any other easement or right which would or might restrict or interfere with the free use of the whole or any part of the Retained Land for building development or any other purpose and the access or use of light to and for the Property from the Retained Land shall be enjoyed with the consent of the Transferor and its successors in title and shall not be or become enjoyed as of right.

12.6.3 Any dispute between the parties or their respective successors in title in connection with any payment required pursuant to any covenant set out in this transfer (other than in respect of interpretation or law) shall be referred at the request of either party to arbitration in accordance with the Arbitration Act 1996 such arbitrator to be agreed between the parties or failing agreement appointed at the request of either party by or on behalf of the President of the Royal Institution of Chartered Surveyors.

12.6.4 Upon any transfer of the whole or its interest in the whole or any part of the Property the Transferee shall be automatically released from any liability arising in connection with the obligations set out in the Third Schedule (save in respect of any antecedent breach of covenant) in so far as they relate to the property disposed of but PROVIDED THAT no such release shall operate in respect of the obligations set out in Part II of the Third Schedule unless the person to whom the transfer is made has first entered into a direct covenant with the Transferor or its successors in title to observe and perform the obligations therein set out in so far as they relate to the property acquired by that person.

12.6.5 The Transferor and the Transferee agree and declare as follows:

The Property being surplus to education requirements of the Transferor this Transfer is made pursuant to Section 123 of the Local Government Act 1972 (as amended) and in accordance with the consents of the Secretary of State under Section 77 of the School Standards and Framework Act 1998 and Schedule 35A of the Education Act 1996

## 12.7 INDEMNITY COVENANT

The Transferee with the object and intent of affording to the Transferor a full and sufficient indemnity (but not further or otherwise), covenants with the Transferor that the Transferee and its successors in title will perform and observe all the covenants, agreements and other matters contained or referred to in the registers of Title Numbers WM883987 as at the date hereof (save for those relating to mortgages or financial charges) so far as the same relate to the Property and are still subsisting and capable of taking effect and to indemnify and keep the Transferor indemnified from and against all future actions, claims, losses, costs, expenses, and liability in any way relating to any of them.

## 12.8 IMPLIED COVENANTS

The covenants implied by the 1994 Act are varied as follows:

- 12.8.1 the words "at his own cost" are deleted from the covenant set out in section 2(1)(b) and the words "at the cost of the person to whom he disposes of the property" substituted for them;
- 12.8.2 the words "and could not reasonably be expected to" are deleted from the covenant set out in section 3(1); and
- 12.8.3 the covenants set out in section 2(1)(a) and section 3 are construed so that matters recorded in registers open to public inspection are considered to be within the actual knowledge of the person to whom the disposition is made.

#### **12.9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this deed shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

#### **12.10 LAND REGISTRY TITLE ENTRIES**

12.10.1 The Transferor and the Transferee apply to the Land Registrar for a restriction to be entered on the title to the Property in the following Land Registry standard form.

"No transfer or lease of the whole or any part of freehold of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the Transferee's conveyancer that the provisions of paragraph 3 (c) of Part II of the Third Schedule of the transfer dated [13/03/15] and made between Dudley Metropolitan Borough Council and Midland Heart Limited have been complied with or that they do not apply to the disposition."

12.10.2 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in the First Schedule to be noted on the title number of the Property.

12.10.3 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in the Second Schedule to be noted on the title numbers of the Retained Land.

#### **12.11 CHARITY ACT**

12.11.1 The land comprised in title WM936004 over which a right of way is to be granted by this transfer is held by the Transferor in trust for the Homer Hill Recreation Ground Trust a non-exempt charity, and this transfer is not one falling within paragraph (a), (b) (c) or (d) of section 117(3) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117 - 121 of that Act apply to the land.

12.11.2 The Transferor has complied with the restriction relating to disposal imposed by sections 117-121 of that Act.

## FIRST SCHEDULE

### (Rights Granted)

The transfer is made together with the following rights over the Retained Land for the benefit of the Property:

- 1 **A right of way** in common with all those persons entitled;
  - 1.1 to use with or without vehicles and at all times that part of the Access Road not comprised within the Property for the purposes of access and egress to the Property;
  - 1.2 to enter onto that part of the Access Road not comprised within the Property on serving on the Transferor at least 10 days prior notice for the purpose of undertaking works of improvement to the Access Road subject to observing and performing the provisions of paragraph 6 hereof
- 2 **Services** - the right in common with the owners of the Retained Land and those authorised by them to connect to and use any Conduits in, on, under or over the Retained Land for the passage of Services to and from the Property. The benefit of this right is subject to the owners of the Property complying with the provisions of paragraph 6 of this First Schedule provided that the Transferor may withhold consent where in their reasonable opinion, the Conduits would be overloaded by the additional passage of Services in or through them following connection to them by the owners of the Property.
- 3 **Entry** - the right for the owners of the Property and those authorised by them to enter and remain upon so much as is necessary of the Retained Land (but not into any dwelling comprised therein) on reasonable prior notice (except in case of emergency) with or without workmen, plant, machinery and equipment to:
  - (a) repair, maintain, replace, renew, clean, connect to and sever connections with any Conduits over which rights are granted by this transfer; and
  - (b) repair, maintain, decorate, replace, renew and clean any buildings or fences on the Property or boundary fences or party walls between the Retained Land and the Property.
- 4 **Support** - the right of support for the Property and any buildings now or in the future constructed or erected on it from the Retained Land and any buildings on it.
- 5 **Building** - the right to build new buildings upon and to rebuild, construct, reconstruct, demolish, extend, alter or carry out any other works to any buildings from time to time on the Property provided that the same shall not materially restrict or interrupt the passage of light and air to any buildings from time to time on the Retained Land.
- 6 **The rights of entry** granted by this transfer are subject to the owners of the Property:
  - (a) first obtaining any consents required under this First Schedule for the installation of or connection to any Conduits;
  - (b) causing as little inconvenience as reasonably practicable to the owners of the Retained Land in the exercise of these rights;
  - (c) except in case of emergency, carrying out any works required in accordance with a programme of works, plans and specifications previously approved by the owners of the

Retained Land, such approval not to be unreasonably withheld or delayed;

- (d) making good as soon as reasonably practicable all damage caused to the Retained Land and any buildings from time to time on it to the reasonable satisfaction of the owners of the Retained Land;
- (e) permitting the owners of the Retained Land to accompany those exercising the rights; and
- (f) paying reasonable compensation to any person affected by any damage caused by the exercise of the rights which is not capable of being made good as mentioned above.

## SECOND SCHEDULE

### (Rights Reserved)

The following rights over the Property are reserved for the benefit of the Retained Land:

- 1 **Services** - the right in common with the owners of the Property and those authorised by them to connect to and use any Conduits in, on, under or over the Property for the passage of Services to and from the Retained Land. The benefit of this right is subject to the owners of the Property complying with the provisions of paragraph 6 of this Second Schedule provided that the Transferee may withhold consent under paragraph 1 of this Second Schedule where, in their reasonable opinion, the Conduits would be overloaded by the additional passage of Services in or through them following connection to them by the owners of the Retained Land.
- 2 **Entry** - the right for the owners of the Retained Land and those authorised by them to enter and remain upon so much as is necessary of the Property on reasonable prior notice (except in case of emergency) with or without workmen, plant, machinery and equipment:
  - (a) to repair, maintain, replace, renew, clean, connect to and sever connections with any Conduits over which rights are reserved by this transfer;
  - (b) to repair, maintain, decorate, replace, renew and clean any buildings or fences on the Retained Land or boundary fences or party walls between the Retained Land and the Property.
- 3 **Support** - the right of support for the Retained Land and any buildings now or in the future constructed or erected on it from the Property and any buildings on it.
- 4 **Light and air** - the right of uninterrupted and unimpeded access of light and air over the Property to any buildings from time to time on the Retained Land.
- 5 **Building** - the right to build new buildings upon and to rebuild, construct, reconstruct, demolish, extend, alter or carry out any other works to any buildings from time to time on the Retained Land provided that the same shall not materially restrict or interrupt the passage of light and air to any buildings from time to time on the Property.
- 6 The rights of entry reserved by this transfer are subject to the owners of the Retained

Land:

- (a) first obtaining any consents required under this Second Schedule for the installation of or connection to any Conduits;
- (b) causing as little inconvenience as reasonably practicable to the owners of the Property in the exercise of these rights;
- (c) except in case of emergency, carrying out any works required in accordance with a programme of works, plans and specifications previously approved by the owners of the Property, such approval not to be unreasonably withheld or delayed;
- (d) making good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property;
- (e) permitting the owners of the Property to accompany those exercising the rights; and
- (f) paying reasonable compensation to any person affected by any damage caused by the exercise of the rights which is not capable of being made good as mentioned above.

### THIRD SCHEDULE

#### (Covenants by Transferee)

##### Part I

The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property that the owners of the Property will:

#### 1 Use of the Property

- (a) not use the Housing Land for any other purpose than the construction and use of 11 detached or semi-detached residential dwelling houses ;
- (b) not use or permit the Property to be used in a manner which may be or become a legal nuisance or cause damage to the owners of the Retained Land; or
- (c) not use or permit the Property to be used to store goods, materials, waste or refuse on any unbuilt parts of the Property except for refuse kept for collection in dustbins or waste compactors properly required in connection with the use of the Property (or, during the course of development of or construction on the Property, in proper storage compounds or facilities).

#### 2 **Nomination Agreement** – at the request of the Council agree and enter into a nomination agreement (both acting reasonably) whereby the Transferee agrees to accept nominations for tenants for the Property where appropriate provided that the Council shall not require more than 75% nomination rights in respect of re-lettings ;

#### 3 **Disposals of the Property** - make any disposition of any part or parts of the freehold of the Property (save for a Permitted Disposal) without first complying with the provisions of paragraph 3 (c) of Part II of this Third Schedule.



Part II

The Transferee covenants with the Transferor for the benefit of the owners of the Retained Land that the owners of the Property ('the Transferee's Positive Covenants') will:

- 1 **Conduits** - repair, maintain, replace, renew and clean any Conduits over which rights are reserved by this transfer.
- 2 **Access Road** – to construct the Access Road to adoptable standards.
- 3 **Deed of Covenant** - ensure that all new freehold owners of the Property or any part of it (save for any disponee pursuant to a Permitted Disposal) enter into a direct covenant (the "Transferee's Deed of Covenant") with the owners of the Retained Land before they are registered as proprietor of the Property:
  - (a) to comply with the Transferee's Positive Covenants;
  - (b) to apply to the Land Registrar for a restriction to be entered onto the registered title in the same form as the restriction set out in paragraph 12.10.1; and
  - (c) not to transfer or otherwise dispose of the freehold of any part or parts of the Property (save by way of a Permitted Disposal) without ensuring that any transferee or other person to whom a disposal is made enters into a direct covenant with the owners of the Retained Land on the terms of this covenant.

**FOURTH SCHEDULE**

**(covenants by the Transferor)**


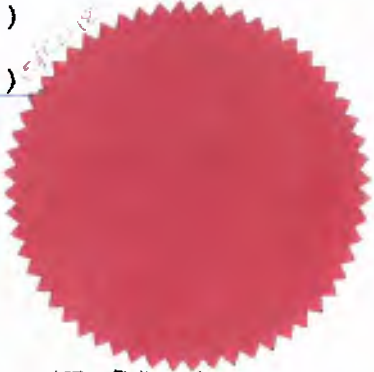
The Transferor (in its capacity as the local highway authority and not as trustee) covenants with the Transferee;

1. Subject to;
  - a) the Transferee allowing the Transferor to enter and remain upon the Property (with and without equipment) to undertake works to the Access Road ;and
  - b) the Transferee allowing the Transferor to erect highway signage and directions including speed- bumps, speed limits and other measures to procure usage of the Access Way in accordance with the same standards as public highway;

to maintain the Access Road in good and substantial repair until the same becomes maintainable at public expense; and
2. Subject to allowing the Transferor access to the Property to maintain the same where requested to so and to erect signage as it use to indemnify and keep the Transferee indemnified from and against all actions claims losses costs and expenses and liability relating to that part of the roadway which falls within the Property such liability to be limited to that equivalent to the liability of Council as though the Access Road was a highway maintainable at public expense

**Execution**

**IN WITNESS** of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

<p>The common seal of the Borough Council of Dudley ) was affixed in the presence of an authorised signatory )</p> <p><i>[Handwritten Signature]</i> <b>SENIOR LEGAL ASSISTANT</b></p> <p>Signature of witness </p> <p>Name (in BLOCK CAPITALS) JO WHITE, CLERK</p> <p>Address <i>4 EDNAM ROAD DUDLEY WEST MIDLANDS DY1 1HE</i></p>	
<p>The Common Seal of</p> <p>Midland Heart Limited</p> <p>was affixed in the presence of:</p> <p>Authorised Signatory:</p>  <p>Authorised Signatory:</p>	

**WARNING**

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## **Ernest Stevens Trusts Management Committee**

### **Report of the Environment Directorate**

### **Update on the Lawn Tennis Association Improvement Project**

#### **Purpose of report**

1. To inform the Management Committee and to provide an update, concerning the progress made with the Lawn Tennis improvement project.

#### **Recommendations**

2. It is recommended that the Ernest Stevens Trusts Management Committee note the content of the report.

#### **Background**

3. Following the update provided at the meeting of the Ernest Stevens Management Committee in April 2022. The Parks Development Team have been working with the Lawn Tennis Association (LTA) to undertake a number of improvements to the tennis facilities across 6 of its parks.
4. As one of 368 Local Authorities to have publicly available tennis courts, the Council has been granted £280,537.11 by the LTA to improve tennis facilities within the Borough. Dudley has been identified as a strategically important provider for tennis within the region, with our parks providing local people with an introduction to tennis and a platform should they wish to either play casually for health and recreational benefits, or as a base to join a local club and progress further with the sport.
5. The LTA have identified six sites as being viable for facility investment, with the required works. These works have already progressed on schedule and the six sites are as follows:
  - Huntingtree Park – court resurfacing, fencing works and gate access.

- King George V Park – court resurfacing, fencing and gate access.
  - Mary Stevens Park – gate access, fencing works.
  - Priory Park – court re-binding/reconstruction, painting, and gate access.
  - Silver Jubilee Park – court re-binding, painting, and gate access.
  - Wollescote Park – court re-binding, painting, fencing works and gate access.
6. At each location the LTA will install its digital gate access technology. Combined with the LTA's ClubSpark booking platform, customers are able to pre-book courts and Officers would be able to control the programming of the courts for different tennis activities, e.g., coaching, outreach programmes and school clubs etc. Offering a completely self-serve system, the digital gate access system provides users with a 4-digit code on booking, which is then entered into a courtside keypad, which releases a gate lock and allows access to the court.
  7. The booking and gate access installation will allow for a uniform approach to tennis across the six identified venues, with a clear customer improvement in terms of how people can find, book and pay for Council courts. Data shows that 87% of users of the LTA booking and gate access systems are satisfied with the online booking system. As well as providing a better customer experience, the booking and gate access system will also provide Officers with accurate data about usage of our parks courts which will be valuable for future service planning.
  8. Physical improvements on the ground are due to be completed by September with further press releases and promotional material will be published, regarding the booking system and the improvements.

## **Finance**

9. The funding from LTA does not require any match funding but there is an understanding that the Council will operate a viable operating model that will ensure sufficient funding is generated to create a sinking fund to finance future maintenance of the courts. The current charge per court per hour is set at £5, however, there will be times set aside for free tennis and coaching sessions.

10. The LTA funding grant allocation is £280,537.11, however, there are some additional works required at Mary Stevens Park, which will be funded via £2991.45 of s106 funding.
11. The breakdown of funding across the sites are as follows:

Huntingtree Park	£22,251.97
King George V Wordsley	£124,394.85
Mary Stevens Park, Stourbridge	£10,428.20
Priory Park	£52,893.78
Silver Jubilee Park	£25,352.56
Wollescote Park	£48,207.20

### **Law**

12. Section 1 of the Localism Act 2011 provides Councils with the general power of competence to do anything that individuals generally may do, subject to Sections 2 to 4, and Section 105, 117-123 of the Charities Act 2011 gives power to authorise dealings with charity property (as amended by the Charities Act 2022).

### **Risk Management**

13. There are no material risks presented by this project.

### **Equality Impact**

14. The proposals contained in this report are consistent with the Council's Equality and Diversity Policy. The project will not impact or restrict access for any members of the community.

### **Human Resources/Organisational Development**

15. The proposals contained in this report will not directly impact on either the Council's current Human Resources or required future resources. Any work arising from this report will be managed from existing internal resources which can provide the necessary flexibility to be able to respond to any changing requirements or working in partnership with the LTA.

### **Commercial/Procurement**

16. Any procurement of goods or services made by the Council will comply with the Councils Contract Standing Orders and governance arrangements in place which could include submission of options to Procurement Management Group (PMG).

## **Environment/Climate Change**

17. The electricity to operate the digital gate access system will be provided via a solar panel and battery storage system, which will be installed at five of the sites. Only one of the sites will require to be connected to the mains power supply, therefore reducing the long-term carbon footprint of this project.

## **Council Priorities and Projects**

18. This decision will improve the quality of the green spaces.

Developing Green Space: Providing a framework of good quality and accessible community space, parks & nature reserves with interconnecting green networks.

This proposal is not anticipated to have any implications for current activity.



**Nicholas McGurk**  
**Acting Service Director – Neighbourhood Delivery**

Report Author: Daniel Fildes  
Telephone: 01384 815589  
Email: daniel.fildes@dudley.gov.uk

### **Appendices**

None.

### **List of Background Documents**

None.