

Appendix 1 - Objection letters received for intended disposal of open space land.

Sport and Recreation Partnerships

Below is the wording that was included in advertisements in the Daily Echo 30th November and 7th December 2009

Included in the proposed Partnership is the management of some sports pitches and related facilities which are based within some of the City's parks. The leases which the Council is seeking to agree relate to the sports pitches and it is not the Council's intention to dispose of any other part of the Parks by lease or any other means. The Council will retain full freehold ownership of all the parks playing pitches and facilities contained within the proposed Sport and Recreation Partnership.

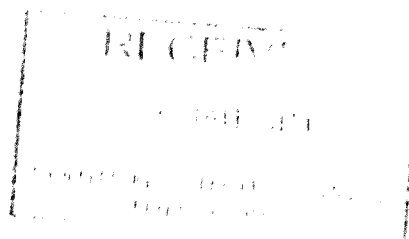
The pitches and facilities designated as Open Space included in the proposed Partnership are:

- Southampton Sports Centre
- Southampton Alpine Centre
- Outdoor Paddling Pool on Southampton Common
- Sports Pitches at Lordshill Recreation Ground
- Sports Pitches at Mayfield Park
- Sports Pitches at Green Park
- Millbrook Recreation Ground
- Sports Pitches at Veracity Recreation Ground
- Sports Pitches at Riverside Park
- Open Space at Chamberlayne Leisure Centre
- Sports Pitches at Hoglands Park

In addition, the Council is seeking a Management and Operation Partner for Southampton Municipal Golf Course.

In line with Section 123 of the Local Government Act (1972), the Council is required to advertise its intention to agree leases to ensure that members of the public have the opportunity to make any comments about the Council's proposals. This will be done on two separate occasions – 30 November and 7 December 2009 and anyone who wishes to make a comment on the proposals can do so until 7 January 2010.

SIRPPE8



5 January, 2010

Dear Mark Heath,

We understand that it is part of a Tory proposal to hand over the management of Southampton City Council's leisure facilities to a private operator for 15 years in a bid to save the taxpayer cash.

We are writing to object to this proposal and are horrified this would even be a consideration. We have yet to hear of any one-privatised scheme that in the long run has saved us any money without negatively effecting the services.

Kind Regards

Mr John and Mrs Sylvia Puckett

- 8 JAN 2010
SOUTHAMPTON CITY COUNCIL
Legal Services

SRPPE12

Mark R Heath
Solicitor to the Council
Legal Services
1st Floor Southbrook House
4-8 Millbrook Road East
SOUTHAMPTON SO151 1YG

6 January 2010

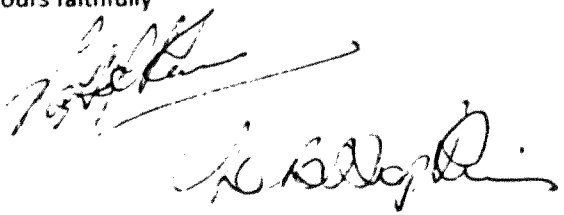
Dear Sir

We are writing to express our objection and concern regarding the above proposal for the Sports Centre. In our view anything in any shape or form that will take away the present Sports Centre facility would be a great loss to the City.

We have lived here for the past 42 years and both we and our children have enjoyed many happy hours at the Sports Centre. The thought that this may be interfered with in any way greatly distresses us. A green space such as this is essential to the residents of Southampton.

We do hope that any proposals the Council may have in mind will not encroach upon the current amenities.

Yours faithfully



P A Hopkins & D B Hopkins

Mr M. R. Heath
Solicitor to the Council
Legal Services
1st Floor
Southbrook Rise
4-6 Mulbrook Rd East
Southampton

SR.PPE13



Reference No PP3/EN12/06/6066 MAYFIELD

Intended Disposal of Open Space Land Mayfield Park,
Winton Lane Southampton

Dear Sir,

I wish to object to the above proposal for the Council to dispose of a leasehold interest in the land (Mayfield Park) for the following reason:—

- 1) If there is any intention of building on this land maybe a school, if Dilton College Middle Rd is ~~located~~ being in the same area could this not be used?

According to the will of the 4th Baron Lord Radstock he required the estate should be kept as an open space - therefore NO building.

This land is part of the Estate & should be kept as the will requires OPEN LAND.

Yours faithfully,

Patricia Gormey

to Mark R Heath
Solicitor to Southampton City Council
Legal Services
1st Floor, Southbrook Rise
4-8 Millbrook Road East
Southampton SO15 1YG

from Southampton City Pétanque Club (SCPC)

Concerning the Intended Disposal of Open Space Land – Lordshill Recreation Ground, Frogmore Lane, Southampton – Section 123 Local Government Act 1972 (as amended)

Ref'ce No. PB/EN12/06/6066/LORDSHILL
Plan V2335

We wish to lodge an objection to the proposed disposal of a leasehold interest in the land specified above as outlined in the recent Public Notice.

This formal objection is in essence an expression of serious concern on the part of SCPC that the arrangements following the lease disposal envisaged may fail to take account of and thereby endanger key aspects of our established regular use and enjoyment of facilities at Lordshill. Our hope is for firm assurances on a number of issues as indicated here below, receipt of which would go a long way towards meeting our objection. We are also critical of certain aspects of the process employed thus far in preparing for lease disposals and for consequent changed arrangements.

As a club we have played pétanque and enjoyed social facilities at Lordshill since 1982/3, effectively since the establishment of the Lordshill Outdoor Recreation Centre, to which we moved our playing and social base from Southampton Sports Centre. The then Manager of the Sports Centre (the late John Ripley) was Founder President of our Club (established in 1978); through him we had a significant input into the design and construction of the pétanque terrain at Lordshill. Similarly, in more recent years, we have on occasion been able to advise on appropriate maintenance and refurbishment of the playing area and other improvements; in 2003, additional floodlighting was installed by the City Council, resourced from our own Club funds matched by funding from the Outer Shirley Regeneration Project. The Lordshill terrain remains one of the largest and best in the Southern Region; on it we play league matches, host open, invitation and Regional tournaments, and enjoy friendly play on other occasions, virtually throughout the year.

All of this depends on a close and ongoing relationship with those Council Officers locally responsible for the booking, management and maintenance of the playing facilities. While it cannot be said that such relationships have in recent years been as effective and efficient as they might be – indeed it would be welcome if the proposed new 'partnership' delivered improvements on these dimensions – we do have particular concerns that the established, though to our knowledge insufficiently clear and formalised, arrangements, could very well actually *deteriorate* as a result of the changes envisaged. Although these comments are being made in the guise of a formal objection to the disposal of leases, we are taking this action essentially to try to ensure that what we see as key elements in our continuing ability to use and enjoy the facilities at Lordshill are safeguarded through being reflected/embodied in any lease and other formal contractual arrangements between the Council and their proposed partner(s).

Our concerns apply not only to our use of the playing facilities, but also to the important 'social dimension' of our activities as a club and as individual users. This is crucially dependent on our being affiliated – again both as a club and as individual members thereof – to Millbrook Rugby Football Club. With MRFC we were among a number of Founder Member clubs making up the later dissolved West Southampton Sports Club, which was established in advance of the opening

of the Outdoor Recreation Centre at Lordshill specifically to seek, negotiate and hold a lease granted by the City Council in respect of a clubhouse and bar facility on the first floor of the pavilion to be built there, as an entirely separate matter in all respects from hiring and use of the changing rooms below and the various pitches etc. The Rugby Club formally took over the original 28-year lease in 1998/9 and it is a matter of ongoing concern both to them and to ourselves that that lease is scheduled for renegotiation with a view to renewal in 2011. While this issue may not be germane to the lease disposals under discussion here, it is certainly relevant to the 'parallel' consultations ongoing around the Oasis Academy project (in which we are actively involved alongside the Rugby Club). It must also be firmly stated here that our hoped-for continuing ability to enjoy playing pétanque at Lordshill is heavily dependent on Millbrook Rugby Club's continuing presence there, specifically as leaseholders on the clubhouse facility.

We do feel that, as an organised group of long-established users of Lordshill Recreation Ground, we might have expected to be specifically consulted about, or at least advised of, the 'partnership' arrangements being developed. We have received no such contact, learning of the plans only via the Public Notices in *The Echo*, or rather, initially via the latter's rather unhelpful article in the same edition which published the Notices. Two of us then visited 'Gateway' to view the relevant map. Our concerns as now expressed here were heightened by: (a) the lack of any indication on that map of either the relation between the parcel of land relevant to this matter and that identified for the Oasis Academy development or, most significantly for us in the current context, that the pavilion houses both changing facilities and the clubhouse and bar leased to Millbrook Rugby Club; (b) the lack of access or offer of same to an appropriate person with whom to discuss these and other relevant matters. One of us has, however, subsequently had a very helpful meeting with the Project Manager, Kieran Humphrey, which has led us to modify considerably the general tone of this submission.

We would welcome an opportunity for one or more representatives of SCPC to share our experience as long-standing users of Lordshill Outdoor Recreation Centre and to discuss our felt needs in respect of future arrangements there in more detail with the appropriate SCC Officers (and/or other appropriate parties), both with a view to ensuring that they are reflected in the drawing up of any leases/contracts involved, and on an ongoing basis as the project goes forward. In the longer term, and touching once more on concerns mentioned above which we have had for some time about the 'uncertainty' of aspects of our existing arrangements in terms of hire and maintenance of the pétanque terrain and surrounding area, perhaps some form of 'service level agreement(s)' would be appropriate and possible between ourselves and those responsible for (a) hiring and managing the playing and associated facilities at Lordshill and (b) maintaining the terrain etc. We would be very happy to participate in an ongoing way in such an arrangement.

In summary, we wish to register the following serious concerns in the form of a formal objection to the proposed lease disposal:

1: We seek assurance that our ability to use and enjoy the facilities at Lordshill on at least no less favourable terms and conditions than heretofore are safeguarded through being reflected/embodied in any lease and other formal contractual arrangements between the City Council and its proposed partner(s). This includes booking arrangements, hiring charges, maintenance and upkeep of the pétanque terrain and its surrounding area (including protective hedges, fencing, gate(s) etc.), together with supporting facilities on-site such as adequate parking,

2: We seek assurance that our essential continued use and enjoyment of the clubhouse facilities, including the bar, will be safeguarded through the renewal of the long-term lease for operation of these facilities by Millbrook Rugby Club on at least no less favourable terms than at present.

3: As long-standing "resident" users of the pétanque terrain at Lordshill we regret the City Council's failure to consult us on the overall Sport and Recreation Partnerships project and on the specific proposal for lease disposals, prior to publication of the required legal

notices.

4: We are disturbed by the appearance given by the absence of relevant information on the available plan (V2335) of a lack of attention to the relationships between the overall Partnerships project (as it affects Lordshill), including lease disposal, and the ongoing Oasis Academy Lordshill proposal, and thence by the possibility of adverse impacts on our enjoyment and use of the facilities presently available to us at Lordshill through any possibly unforeseen interactions between the Oasis Academy proposal and this proposed lease disposal.

for and on behalf of
Southampton City Pétanque Club

Richard Powell (President)
Jill Lovelock (Club Captain)
Robin Lovelock (SCPC/MRFC Liaison Officer)

Copy to:

Sport England (SE)
51a Church Street
Caversham
Reading RG4 8AX
Tel: 0118 948 3311 Fax: 0118 947 5935
Email: infose@sportengland.org

Dear Sir,

Re: PB/EN12/06/6066ALPINE - Plans to sell off Open Space Leases including Sports Centre

I understand that in 1938 the Sports Centre was gifted to the people of Southampton for recreational purposes. I personally believe that the motivation at this time came from a powerful feeling that in order to create a successful and healthy society, it has to be community which is at the heart of things, rather than commerce. I have been in communities where commerce takes a low priority – outsiders with their own commercial interests are not the "drivers", instead decisions are taken by the insiders, the local community – maybe very little money actually changes hands, but instead people bring in skills and work together in order to achieve a common goal, something which will bring benefit to the whole community.

I am also very interested in how we treat children in our city – many of our schools are on cramped sites with little or no green play space/playing fields. During the extensive secondary and primary schools reviews, I understand that no additional land was allocated to any school anywhere in the city – rather schools have been closed and their land earmarked for development – and in this at a time when we know our population is set to increase significantly in future! The result? Even more children squashed onto increasingly inadequate sites. We are often told that a school does not require a playing field – because sports amenities are available nearby which the school may use.

My observation of the Sports Centre (near where I live) is that it is under-used during the day. Why? Because schools, who would not be charged to use their own playing fields, are charged to use it. As a result they don't use it anything like as much as they would use their own grounds.

I am not opposed in principle to someone other than the Council managing the Sports Centre – indeed, I am not convinced that the Council have been the best at managing either sports facilities or schools in Southampton today. What really does concern me however is that by going down what appears to be the "commercial" route, we risk losing the very spirit that brought these places into being in the first place. It seems to me that our elders and betters back in 1938 had understood something very important about community – you give your community, your little people, the best you can – the top land, the highest priority - you make your school the best it can be – you add to it and improve it. To do this means that you will enrich your local community, but you may be acting ways that will bring you absolutely no commercial return – is this so wrong, so unthinkable these days? I find it hard to believe that the 150 acres which makes up the Sports Centre would be allocated so happily to recreational purposes were this decision being taken today rather than back in 1938.

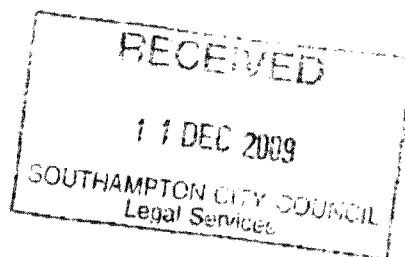
So far, the detail from the Council on the leases being proposed remains rather light. Nevertheless for the decision to go ahead and truly remain in the public interest, there need to be conditions built into any long-term contract which mean that community is not sacrificed in the pursuit of commerce. Based on various ideas and proposals that I have previously seen being considered while the land has been under the management of the Council, might I suggest the following conditions be added to any proposal concerning the Sports Centre?

- 1) No new roads/accesses to be built across the Sports Centre
- 2) No new housing developments to be built on the Sports Centre
- 3) No loss of current facilities
- 4) No school in Southampton should be charged to use the Sports Centre during the school day.

I am sure there is other detail to build in here, but I trust you understand from this what people such as me feel the priorities should be here.

Yours sincerely,

Mrs. Penny Hastings



10th December 2009

Dear Mark R Heath,

I sent in a letter on Monday just before I saw the new notices in the Evening Echo, the letter wasn't as well planned as I would have liked so I am sending a replacement letter today.

The lack of consideration for the public to know about a major change in Council policy for these disposals, followed on by the shortage of time for any objections to be raised and the complete lack of information given out with the notices with a request for objections with little knowledge of what may need to be objected about due to the lack of information.

I want to object about the Sports Centre notice for the "disposal of leasehold interest" because the boundary on the map given out in the Gateway does not represent the boundary of the sports areas, it includes the whole of the Sports Centre area, including the many wooded areas and other parts of the Sports Centre that would not be included if it was only for Sport and Recreation reasons. Although it says Recreation this must mean in the wider sporting sense and not as in a children's recreation area. In the Sports Centre there are many other areas, including natural areas of mixed varieties that I know of, there are mixed trees and grassy areas, rough grassland areas, the heavily wooded areas, open grassland areas and all of these are included in the disposal of leasehold and I object to this because these are not sports areas and they should not be included in the disposal of the lease, the reference number is PB/EN12/06/6066/SPORTS CENTRE. Also the car parks are included in the disposal and I object to this being done as well.

I would like to know if any existing rules could change either before or after the disposal of leasehold, especially afterwards and to know if the contracts allow changes to be made by the preferred partner for each of the 12 venues being considered for the disposal of the leasehold?

I have asked at the Gateway and at another department for more information and there does not appear to be any extra information and you are the contact given, please could you answer the questions so that judgements can be made as to whether other objections may need to be raised.

In my original letter I asked some questions that are relevant and I would like to ask for these to be answered as well and if you cannot provide the answers then please obtain them on my behalf as you are the only way suggested, the contact for this to be done. The questions are;

What are the main reasons for these changes?

What do the Council hope to gain from this?

What does "disposal of leasehold interest" really mean, is there a rent payable or a set amount paid, please fully explain about the changeover for the disposal of the leasehold?

Yours sincerely, Alan Logan.

A handwritten signature in black ink that reads "Alan Logan". The signature is written in a cursive style with a long, sweeping underline.

From: Alan Logan
Sent: 08 January 2010 15:22
To: Heath, Mark
Subject: The Sports Centre

Dear Mark,

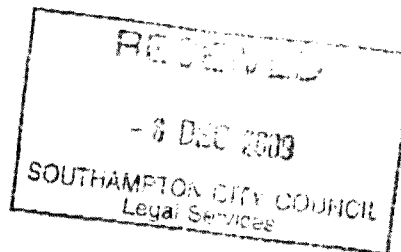
I sent in a letter objecting to the Sports Centre being included in the leasehold because many of the areas included in the lease were not sporting areas and I did not receive any confirmation of you receiving my objection so I would just like to reiterate the objection, in fact the Sports Centre is one whole area given to the people of Southampton in 1938 and it should not have been split up into different areas for different leases, the Sports Centre, the Golf Course and the Alpine Centre, these areas are all the Sports Centre and it should be kept as one area and that is my objection, the numbers are PB/EN12/06/6066ALPINE, PB/EN12/06/6066GOLF and PB/EN12/06/6066SPORTS CENTRE these are all a part of the land given to the people of Southampton and they should be kept as one and not be split up at the Council are trying to do.

Why should it be that the Council is looking to find a partner from private enterprise and to try and help the preferred partner to profit from this 'gift to the people of Southampton' by paying them management fees, by paying for any repairs and by paying for any maintenance and also giving them tax relief of some kind which the rate payer would end up paying for so that the partner can make a profit and the rate payer would be having to contribute towards that process. The Council are only the Guardians of this gift and what is happening to the Sports Centre is not what the people of Southampton would want and it should not be a legal process by using the Local Government Act to do something that in my view will not be seen as the right thing and with little prior consultation with the public beforehand. The process was not given sufficient time for those wanting to know more details so that they could raise better objections about what was happening to the areas mentioned for leasehold disposal and even the official process of asking questions through the FOI Act was discouraged by the Council by saying that it was not prudent to ask questions about certain things in a certain way and they even tried to suggest that a charge would be made as if to stop or limit the enquiries being asked about what could happen as a result of the Council's decision to go ahead with a process that is not what the people of Southampton would want without prior knowledge of all of the details, especially for the Sports Centre.

Why would the Council want to be able to ask a preferred partner to run the collecting of money from football pitches or cricket pitches or the athletics track or skiing or the tennis courts when there is no overall profit to be had from it or is it to find a way for the preferred partner to make money by giving tax relief, paying them management fees and paying for all repairs, maintenance and the upkeep of all buildings so that the preferred partner is guaranteed to make a profit and it is likely that the rate/tax payer will be the ones who pay for this profit. Please may I have all of the details about the way that this will be made to operate at a profit for the preferred partner.

Yours sincerely, Alan Logan.

08/01/2010



7th December 2009

Dear Mark R Heath,

I would like to object to all of the notices of "dispose of leasehold interest" because you have not given out to the public enough information for them to understand what this means or what is intended by the Council or what the future intentions are.

For this to be seen as fair there needs to be a huge amount more information given out publicly and if it is not then it will be challenged.

Even the length of the timescale is unfair and the timing of this over the Festive season seems to be something that could also be seen as unfair.

What are the main reasons for these changes?

What do the Council hope to gain from this?

Why are there other means of objecting to this?

What does the aspect of "disposal of leasehold interest" mean, is it a way of changing the ownership of these areas of land?

If there is any other important information that you know of, to do with the 12 twelve areas for disposal which isn't covered by these questions then please add it into your reply for example, will the existing rules of usage change for any of the 12 areas?

There appears to be no other way of objecting to this but the Council have not given out any information, so although there may be many things people would like to object to they don't actually know what they are, why was it done in this way? Please answer all of the questions.

Yours sincerely, Alan Logan

A handwritten signature in cursive script that reads 'Alan Logan'.

SRPPE11

To Southampton City Council
Customer Services
(Planning Dept)

PLANNING

- 8 JAN

SUSTAINABILITY - 01-2010

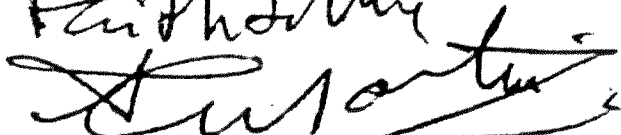
Dear Sirs,

Please pass this to the relevant dept.

I object to the proposed 'disposal' plans announced in respect of various parcels of recreational land. These assets belong to the Council, i.e. the people of Southampton.

It is essential they remain in our 'full' control as beholds special areas of the City, and not treated as profit opportunities for private enterprise.

If they can be operated in a profitable and enhanced style, then why not under our own direct control?

Yours Faithfully


From:
Sent: 08 January 2010 14:58
To: Heath, Mark
Subject: Plans to lease the Sports Centre

Dear Sir, Our residents' association (Underwood and Redhill Residents' Association) has been informed by another RA that the Council plans to sell off leases for the Sports Centre. Our RA, which backs onto the Sports Centre, is long established and a member of the Southampton RA Federation has received no information directly about this plan. I understand that your department is responsible for this activity and I would be grateful if you would let me know what is going on and the plans for resident's input.

Yours faithfully, Chairman Underwood and Redhill Residents' Assn.