

	<p style="text-align: center;"><b>Further submission by the University of Bristol</b>  Coombe Dingle Sports Centre  to the Town or Village Green Application  at Stoke Lodge Parkland</p>	<p style="text-align: center;"><b>Response by Save Stoke Lodge Parkland</b>  to the arguments raised in the undated Further Submission  from the University of Bristol -  Coombe Dingle Sports Centre</p>
1	<p><b>Re: Stoke Lodge Playing Fields – Town Green application</b></p> <p>We would make the following observations regarding the ‘as of right use’.</p>	<p>We are compelled to repeat the opening paragraph from our previous response to the University of Bristol – Coombe Dingle Sports Centre, dated 30<sup>th</sup> January 2012 in reference to this further objection.</p> <p><i>“This objection should be rejected as it fails to challenge any of the qualifying criteria required by the legislation covering the registration of a Town or Village Green as presented for consideration in the Application submitted in March 2011, vols 1, 2 &amp; 3</i></p> <p><i>Please see Application vol 1 evidence item 24, an extract from the inspectors report from the registration as a Town or Village Green of Land at Ashton Vale Fields, Bristol. The whole document is relevant to the legislation but para 15 is of particular relevance to our argument in this paragraph.”</i></p> <p>15. It is important to note that a section 15 application can only succeed if (or to the extent that) the land the subject of the application is proved to satisfy the criteria set out in section 15(2), 15(3) or 15(4). Conversely, if those criteria are met, the application must be granted. No regard can be had to considerations of the desirability of the land’s being registered as a green on the one hand, or of its being developed or put to other uses on the other hand. All such considerations are wholly irrelevant to the statutory question which the registration authority has to decide, namely whether the land (or any part of it) is land which satisfies the specified criteria for registrability.</p> <p><i>“Whilst we consider the objection has no merit whatsoever; we will answer the points raised below to show how they are of no consequence to the legislation for qualifying criteria and should be discounted when considering the Application.”</i></p>
2	13 - signs	<p><b>NB</b> this number and title refers to our previous response to the objections raised by Bristol City Council and <b>not</b> our previous response to the objections raised by the University of Bristol – Coombe Dingle Sports Centre.</p>

3	<p>We believe the signs give adequate notice that offences are being committed and as such are enforceable.</p>	<p>We note that this objection is merely regurgitating the arguments previously proffered by Bristol City Council as part of their objection dated 18<sup>th</sup> November 2010, paragraph 13, and adds nothing new to the debate.</p> <p>We contend that we have already countered this argument in our previous response to the Bristol City Council objection dated 30<sup>th</sup> January 2012, paragraph 13 and have demonstrated why the signs are ineffective in our opinion.</p> <p>Please refer to evidence item 3 enclosed for a copy of our previous response to Bristol City Council.</p> <p>We contend that we have also countered this argument in our previous response to Coombe Dingle Sports Centre, paragraph 10.</p> <p>Please refer to evidence item 4 for a copy of previous response to Coombe Dingle Sports Centre.</p> <p>It should be noted that the Objector would have already received our response to Bristol City Council from the Registration Authority as evidenced by the use of the paragraph reference number introduced by the Applicant.</p>
4	<p>The fact that trespasser have chosen to interpret the signs in such a way i.e. that enforcement was unlikely does not change the clear message.</p>	<p>The way in which the Community have interpreted the signs and the way in which the Landowner has failed to respond during the qualifying period is one of the reasons why the Applicant considers that the Community has continued to maintain its compliance with the Town or Village Green qualifying criteria, based on the definition of the qualifying criteria contained in the Act and supported by the associated case law.</p> <p>Please refer to our previous response to Bristol City Council dated 30<sup>th</sup> January 2012 paragraphs 13 - 26 for our full argument.</p> <p>See evidence item 3 enclosed for a copy of our previous response to Bristol City Council.</p>
5	<p>We agree that the signs have been ignored, changed and moved over a period of time and this reflects the nature of the change of casual access points by members of the public across the site.</p>	<p>We welcome the Objectors confirmation that the signs have been "<i>ignored</i>".</p> <p>We welcome the Objectors confirmation that signs have been "<i>changed and moved</i>".</p> <p>Clearly the sign at the locked gate at Parry's Lane and the sign at the open</p>

5 cont		<p>and free access point at the end of West Dene have not been “<i>changed and moved</i>”, therefore this admission can only relate to the sign adjacent to the Adult Learning Centre.</p> <p>We refer to our previous response to Bristol City Council, dated 30<sup>th</sup> January 2012, paragraph 13, second bullet point 2 reproduced below:</p> <p>2. <i>As a point of detail we must report that the sign has been rotated (i.e. position changed) after our application was submitted and then photographed, and used in the BCC objection in this new position to try and give a false impression of its purpose. We can only assume this was because our argument contained in the application was considered too persuasive. Our assertion can be proved by examining the reflection on the sign contained in our application evidence item 16 of the red-roofed houses in Shirehampton Road, which could not exist with the sign in its new position because the Adult Learning Centre which the sign now faces is grey not red</i></p> <p>We see no evidence that the three signs have had any impact on the “<i>casual access points</i>” (as labelled by the Objector) or that the “<i>casual access points</i>” have influenced the location of the signs.</p>
6	We are not expressing a view that people should be prosecuted but that they should be warned and fined if found in breach of local rules as presented by way of signage across the site.	<p>Our Town and Village Green Application is based on the qualifying criteria and on the actions of the Community and the Landowner during the qualifying period prior to the date of the Application.</p> <p>Furthermore our understanding is that a fine would follow a prosecution and therefore we are confused by the Objector’s statement.</p>
7	It would be impossible to put signs in all the places where people over a period of time have made entry points.	<p>We do not accept this assertion.</p> <p>What is more relevant is the absence of any measures by the landlord to deny continuing Community access undertaken “<i>without force</i>”, “<i>without secrecy</i>” and “<i>without permission</i>”, during the qualifying period.</p>
8	The ‘as of right’ argument is not therefore supported	<p>The Applicant contends that we have shown that the Community has used the Parkland “<i>as of right</i>” by demonstrating in our Application and subsequent submissions/responses that access was and is “<i>without force</i>”, “<i>without secrecy</i>”, and “<i>without permission</i>”.</p> <p>This is augmented by the absence of any action by the Landlord to restrict or deny public access.</p>
9	There are and have always been three formally identified access points into	We do not accept the label of “ <i>formal</i> ” being applied to these three access

9 cont	the site -	points because it renders the alternative access points by implication as “ <i>informal</i> ” and hence of lower status, which we will show later not to be the case.
10	the front entrance in front of the Adult Education Centre, which is gated and locked at certain times;	Please refer to evidence item 5 enclosed, page 1 of 5, photographs 1a and 1b. Please see also paragraph 14 below for our explanation of its status within our Application.
11	the corner gate which is gated and locked and which provides access to the grounds buildings	Please refer to evidence item 5 enclosed, page 1 of 5, photograph 2. We accept that this gate is kept locked to prevent unauthorised vehicular access to the site.
12	and the small gated entrance at the top of West Dene, which was gated until vandalised.	Please refer to evidence item 5 enclosed, page 1 of 5, photographs 3a, 3b and 3c.  We contend that this access provides one of the “ <i>as of right</i> ” open and free access points around the perimeter of the Parkland used by the Community, and by the Sports users, throughout the Town or Village Green Application qualifying period.  See previous response to Bristol City Council dated 30 <sup>th</sup> January 2012 evidence item 12, which is an extract from Bristol City Council Briefing Note dated 22 <sup>nd</sup> April 2010, clause 2.41, reproduced below: “2.41. <i>The playing field (Stoke Lodge Parkland) is currently unfenced and allows unfettered community access</i> ”.  Contrary to the accusation of vandalism to the gate which was present in the 70’s, but significantly was never locked in living memory, it rotted until it was not fit for purpose and was removed, and was never replaced. Indeed the hinge points were cut away, see photograph 3c.
13	The access point from Cheyne Rd is not a formal entrance and in the past was gated, which was subsequently ripped down. A fallen tree was used to restrict access from that point until such time that a small stepping stone type access point was added without permission – as mentioned in submission letters 802(a) and 8.03. Whilst the impression given by the respondent was that it was placed to prevent motorised access we have not seen any	Please refer to evidence item 5 enclosed, page 2 of 5, photographs 4a, 4b & 4c.  We contend that this very popular and well used access at the top of Cheyne Road is a further example of the “ <i>as of right</i> ” open and free access points around the perimeter of the Parkland. Indeed the log at this location

13 cont	supporting evidence to say that was the intention, it merely replaced the broken gate.	provides a very welcome seat for many of the community to enjoy the vista and chat with other residents whether they are new mothers or more elderly.  Contrary to the assertion by the Objector, the new bollard was installed by the Landowner to replace the stile that had rotted, in order to maintain pedestrian access whilst preventing vehicular access, notably motor cycles.
14	The Applicant refers to the Adult Learning Centre gate (13.6) and the fact that it is locked out of hours – and access to and from that entrance as being ‘insignificant’, If the corner gate is also locked out of hours or locked to prevent access that would leave access via one broken gate which has clear, although vandalised, signage one informal entry point.	We confirm that the gate to the Adult Learning Centre, see evidence item 5 enclosed, page 1 of 5, photo 1b, is drawn across the open gateway (photo 1a), and is locked out of office hours by the Adult Learning Centre staff to prevent unauthorised vehicular access during nights and most weekends, particularly in the spring and summer. That is why the Community footfall at this access point, and more importantly past the discredited sign discussed in paragraph 5 above is “ <i>insignificant</i> ”. For Legal relevance please see: i. Our response dated 30 <sup>th</sup> January 2012, section 3, paragraph 25, in particular the conclusion by His Honour Judge Waksman QC based on, (in part), the Inspectors findings at clause 41, 42 and 46, (enclosed there) and our summary included as the last clause highlighting “ <i>the relevance of the location or omission of signs and impact on numbers of users is highly relevant and had no ‘practical effect’</i> ” (in that case) (Redcar) ii. Our response dated 30 <sup>th</sup> January 2012; section 11, Extract from High Court Judgement – Lewis v Redcar and Cleveland Borough Council – paragraphs 9 – 23. In particular clause 23, “ <i>In the present case there was no evidence before Mr Chapman that the erection of the notices in 1998 had any practical effect whatsoever, much less that it had, even temporarily ‘seen off’ the use of the land by local people for recreational purposes.....For these reasons, the claimants first ground of challenge succeeds.</i> ” iii. The challenge referred to above is set out at clause 9 “ <i>The claimant challenged the lawfulness of the defendant’s decision to reject the second application on those two grounds. In respect of the signs that were erected in 1998, the claimant submitted that even on the assumption that hitherto notices could prevent subsequent user being “as of right”, the particular notices erected on the land in 1998 did not have that effect. They were simply warning notices not prohibitory notices.</i> ”

14 cont		<p>Whilst access to the Parkland is sometimes convenient for some residents at this point it is not material to the Town or Village Green Application which is based on the other open and free access points around the perimeter of the Parkland, that do meet the test for “<i>as of right</i>” access as detailed in this paragraph and paragraphs 12 and 13 above and paragraph 15 below. All of these are known to the Landowner, i.e. access to the site is not limited to one formal and one informal entry point as presented by the Objector.</p> <p>We would also refer to our Town or Village Green Application dated 4<sup>th</sup> March 2011, Evidence item 19, where the survey conducted in August 2010 confirmed that 85% of the Community users walked to the Parkland and therefore did not need to use the car park.</p> <p>Whilst not currently part of our Application it could be argued that the Adult Learning Centre and the Parkland are “separate adjoining properties” and as such the gate is only meant to restrict access to the Adult Learning Centre (not to the Parkland) and once inside the Adult Learning Centre there are no fences or boundaries to limit or prevent access to the Parkland.</p>
15	<p>Once on site through the informal entry point users have then sought alternative ways to exit the site – they have done this by creating damage to fences, walls and through scrub/shrubs lines many of which had walls in place before damage was done.</p>	<p>We refer you to Evidence item 5 enclosed, pages 2, 3, 4 and 5 for photographic details of some of the other “<i>as of right</i>” free and open access points around the perimeter of the Parkland. To be considered together with the access point at the end of West Dene.</p> <ul style="list-style-type: none"><li>i. Photos 4a, 4b, and 4c refer to the access at the top of Cheyne Road see paragraph 13 above for background. Please refer also to the witness statements contained within the Application and our previous response dated 30<sup>th</sup> January for evidence of Community use over 64 years of use “<i>as of right</i>” to engage in “<i>lawful sports and pastimes</i>”</li><li>ii. Photos 5a, 5b and 5c refer to the access from Ebenezer Lane at the North West corner of the site. This access is widely used “<i>as of right</i>” as it presents the first point of access when using Ebenezer Lane (Public right of way) to access the site from Bell Barn Road. The footfall is clearly apparent. There are no fences or walls to impede access when crossing the ancient mound which forms the boundary with the Parkland along the length of Ebenezer Lane. i.e. it passes the 3 point test for “<i>as</i></li></ul>

<p>15 cont</p>		<p><i>of right</i>"; "without force", "without secrecy" and <i>without permission</i>". Please see also evidence item 12 enclosed detailing the history of the ancient mound.</p> <p>iii. Photos 6a, 6b, 6c, 6d, 6e, 6f, 6g, 6h, 6i, refer to the access points along the length of Ebenezer Lane excluding the two corners and West Dene. These access points are well used but not as extensively as the two corners and West Dene on this edge of the Parkland. However the comments relating to footfall, fencing and passing the test for "<i>as of right</i>" use apply as per ii) above</p> <p>iv. Photos 7a and 7b refer to the access from Ebenezer Lane at the North East corner of the site. This access is widely used as it presents the first point of access when using Ebenezer Lane (Public right of way) to access the site from Parry's Lane. The comments relating to footfall, fencing and passing the test for "<i>as of right</i>" use apply as per ii) above</p> <p>v. Photos 8a, 8b and 8c refer to the access points along the South East boundary of the site adjacent to Parry's Lane. The fence at 8a has been open during the whole of the qualifying period and the gates at 8b and 8c have not been locked during the qualifying period and remain open at all times. It is also questionable, given their state of repair, whether or not they are capable of being closed. Footfall is evident and both access points pass the test for "<i>as of right</i>"</p> <p>vi. Photos 9a and 9b refer to the access point at the South East corner of the site at junction of Parry's Lane and Shirehampton Road. This access is widely used as it presents the first point of access when approaching from Druids Hill and the South part of Stoke Bishop. Footfall is evident and clearly passes the three point test for "<i>as of right</i>". It should be noted that the cabinet on the road side of this access point is a recent addition (less than 1 year old) associated with the new mobile telephone mast and whilst it has reduced the available gap it has not prevented easy ongoing access.</p> <p>vii. Photos 10a, 10b and 10c refer to the low wall at the top end of Shirehampton Road. Whilst this access route does not form part of the Town or Village Green Application, the photographs indicate the height</p>
--------------------	--	---

15 cont		<p>of the wall and the fact that no damage has ensued from residents (as claimed by the Objector in paragraphs 15 &amp; 16) when “<i>swinging their legs over the wall</i>” at this location as included in certain witness statements</p> <p>viii. Photos 11a, 11b, 12a, 12b and 12c refer to access to the site via the Adult Learning Centre gate by either turning left or right, after passing through the open gateway</p> <p>ix. Photos 13 a – k refer to personal access points used by the Community residents living adjacent to the site, which are clearly well used, and indicate unfettered access over a long period.</p> <p>x. To avoid any confusion regarding ‘damage to walls’, we confirm that there is ongoing crumbling of the stone wall alongside Parry’s Lane, much of which is associated with heavy growth of ivy and lack of maintenance. It is important to note that this stone wall does not provide direct access to Stoke Lodge Parkland as there is a public footpath with free and open access between the wall and the boundary fence, see photograph 8a.</p> <p>xi. We would also like to point out that the Community action group set up at the behest of the council, following the Stoke Bishop Neighbourhood Partnership Open Forum on 25<sup>th</sup> August 2010, to liaise on matters regarding the ongoing maintenance and use of the Parkland have been instrumental in raising the following issues with the Bristol City Council:</p> <ul style="list-style-type: none"><li>a. Suggesting ways in which the wall could be repaired at minimal cost using stone mason apprentices from the local technical college</li><li>b. Identifying and galvanising the Landowner into action to deal with the infestation of Japanese Knotweed</li><li>c. Utilising community service offenders to undertake weed clearance around the boundary which had been neglected by the Landlord over many years. Unfortunately this was postponed at the last minute due to the identification of the Japanese Knotweed</li><li>d. Identifying the various options regarding the Pavilion which is agreed by all to be not fit for purpose. On all occasions when this issue is raised, the real impediment is identified as lack of funds</li></ul>
16	Users have also been observed climbing the low walls along Shirehampton	See vii above



16 cont	Rd in an attempt to shortcut access through the gated entrances. Over time this will cause increased damage and would certainly not be 'as of right	
17	Over a period of time access points have been made through broken fencing in a number of areas some close to the locked gates.	The access points listed above have been used consistently by the Community over the past 64 years and certainly 'as of right' during the Town or Village Green Application qualifying period.
18	We would also refer you to the picture of the cosy picnic scene at the front of the Applicant's documentation which shows clearly the heavily vandalised pavilion in the background for which we have a copy of a Condition Report. The pavilion, athletics facilities and goalposts have been, and continue to be, repeatedly vandalised, the last instance took place less than a month ago and was reported to the Applicant.	<p>We welcome the Objector's confirmation that the Parkland is used by the Community "<i>in lawful sports and pastimes</i>".</p> <p>With regard to the Pavilion, our Application makes it clear that we share the view that it is no longer fit for purpose, and should be refurbished in its present location or relocated and rebuilt. See also paragraph 21 and 23 below.</p> <p>With regard to the issue of vandalism we are unclear as to how this impacts on the Town or Village Green Application, unless the Objector is suggesting that all public access to the Parkland should be prevented to eliminate the risk of vandalism from a small group of perpetrators to the detriment of the whole Community.</p> <p>This would clearly be unacceptable to the Community, and is not a legitimate challenge to the qualifying criteria of the Town or Village Green Application.</p>
19	14 – Acquisition and Use	<b>NB</b> this number and title refers to our previous response to the objections raised by Bristol City Council and <b>not</b> our previous response to the objections raised by the University of Bristol – Coombe Dingle Sports Centre.
20	The response is truly misleading: "The purpose of the TVG is to make sure that the <u>current</u> education use of sports use and formal sports use by local clubs is protected in its <u>current</u> form" ..	<p>We confirm our understanding that should the Town or Village Green Application be successful, then one of the outcomes would be that "<i>the current education use and formal sports use by local clubs is protected in its current form</i>".</p> <p>However this is not the primary motivation for making the Town or Village Green Application, which we set out below:</p> <p>i. Clearly this Objector is concerned only with sport</p>

<p>20 cont</p>		<ul style="list-style-type: none"><li>ii. Whilst we enjoy the sports use and want it to continue it is not our prime objective in submitting the Application</li><li>iii. We wish to protect the ongoing free use, "<i>as of right</i>", by the Community to enjoy "<i>lawful sports and pastimes</i>" on Stoke Lodge Parkland and to protect the natural beauty of the Parkland flora, fauna and topography. For a fuller description of our justification see evidence item 6 enclosed for an extract from the Application form 44</li><li>iv. The greatest threat to this objective comes from the Landowner</li><li>v. Not the sports community</li><li>vi. Indeed the sports community faces the same threat</li><li>vii. The major threat that we all face is that the Landowner sells the land for development</li><li>viii. The current City Council administration have said that they have no such plans at present</li><li>ix. However, they have said that any green space currently not being considered for sale can only be guaranteed for 20 years</li><li>x. The current administration have confirmed that they cannot speak on behalf of any future administration</li><li>xi. i.e. No user has secure tenure (at present)</li><li>xii. We refer to the briefing note issued to Bristol City Council Cabinet in April 2010, also issued to the Community via the Neighbourhood Partnership for Consultation in June 2010, for a clear message of intent to exclude free access to the public so that future "<i>development</i>" could take place. See evidence item 7 enclosed</li><li>xiii. We refer you to an extract of important clauses from the above document prepared for the Public Meetings held in July and August of 2010 demonstrating the true intent of the document. See evidence item</li></ul>
--------------------	--	--

20 cont		<p>8 enclosed</p> <p>xiv. Clearly the true intent of the document was to (i) warn the Cabinet of the threat to their “<i>development potential</i>” if a Town or Village Green Application at Stoke Lodge Parkland was successful, (ii) note the way in which case law had evolved in favour of the Applicants, and (iii) most importantly state what they must do to prevent a successful Application i.e. prevent public access for a period of two years. See evidence item 8 enclosed</p> <p>xv. The Briefing note proposes a perimeter fence to prevent free public access. See evidence item 8 enclosed clause 2.42</p> <p>xvi. After a period exceeding two years the Landowner would then be free to sell the land</p> <p>xvii. The Community would have lost its last green space</p> <p>xviii. The sports groups would be looking for new pitches</p> <p>xix. As an example of what we mean, the only reason the “Clifton and Durdham Downs” have not been developed is because they are protected for Community use and sport in statute</p> <p>xx. We consider that we need a modern day version of that contract to protect Stoke Lodge. See evidence item 11 enclosed for “Downs Act”</p>
21	The use of the word ‘current’ and the distinction between ‘formal and informal’ sports creates a variety of management issues and restrictions	<p>The use of the word “<i>current</i>” is a consequence of the Act because if the Application is successful, then in addition to protecting open and free public access and preventing any “<i>development</i>” by the Landlord (i.e. houses etc) it will also as a consequence impact on the Tenant and their sub contractors.</p> <p>However this may not be as bleak for ongoing formal sport use as the Objector may fear. Our understanding is that:</p> <p>i. The existing Pavilion could be “<i>refurbished</i>” in its current position, or relocated to one of two alternative sites identified outside the scope of the Town or Village Green Application. The real impediment to any</p>

21 cont		<p>option however seems to be lack of funds to do anything. It is important to remember that the Pavilion has stood empty and not fit for purpose for many years, long before the Town or Village Green Application was made. The issue here therefore is for Coombe Dingle Sports Centre or the tenant to find the funds and “just do it”. (subject to Planning and Building Control legislation)</p> <ul style="list-style-type: none"><li>ii. Town or Village Green status would not prevent recognised treatment and maintenance improvements to the playing surfaces that did not constitute “development”</li><li>iii. For the avoidance of doubt we believe the following are examples that do constitute development of pitches and would not be permitted (This list is not intended to be exhaustive)<ul style="list-style-type: none"><li>a) All weather pitches</li><li>b) Floodlighting</li><li>c) Fencing to pitches</li><li>d) Terracing</li></ul></li></ul> <p>The distinction between formal and informal sport in our Application and responses is used to differentiate between sport undertaken by Cotham School and sport arranged or booked by Coombe Dingle Sports Centre (formal sport), which the Applicant wishes to continue but is not offered as part of the qualifying criteria as part of the Application. The Application does include “<i>Lawful Sports and Pastimes</i>” by the Community, i.e. informal sport and general recreation, as part of the qualifying criteria.</p> <p>Contrary to the concern expressed by the Objector, on the basis that the award of Town or Village Green status would enshrine the status quo there would be no increase in management issues in addition to those faced currently; and the only restriction would relate to the future development of new facilities.</p> <p>None of the objections raised in this paragraph has any relevance to the qualifying criteria for this Town or Village Green Application.</p>
22	There is an underlying commentary throughout the response relating to a state school (albeit now with academy status) wishing to improve its sporting	We were merely responding to the aspirations expressed by the School.

22 cont	offer for its students and the wider community sports clubs.	
23	We do not think that any of the local parents who are involved with the 'formal or informal' sports can honestly say that the 'current' pavilion is fit for purpose or that the school should not have the right to improve the quality of the facilities to meet its curricular and extra-curricular needs. Throughout the response this is largely ignored and where mentioned suggest that TVG status is not a threat	<p>The Applicant has consistently and repeatedly confirmed that the pavilion is not fit for purpose. For examples see:</p> <ul style="list-style-type: none"><li>i. Application covering letter paragraph 2</li><li>ii. first response to Cotham school objections paragraph 6</li><li>iii. first response to Rockleaze Rangers Football Club objections, para 13</li></ul> <p>However, future development wishes by the Objector are not legitimate grounds to challenge (within the Act) the Town or Village Green Application. We would remind the Objector that the pavilion has stood empty and not fit for purpose for many years, long before the Town or Village Green Application was made and this issue of lack of maintenance cannot be laid at the feet of the Town or Village Green Application.</p> <p>Our understanding is that the pavilion could still be refurbished at its current location or be relocated to alternative locations on the site outside the scope of the Town or Village Green Application. It is subject to funding being made available to undertake any of the options, which we understand is the long standing reason for doing nothing over many years i.e. completely unrelated to the Town or Village Green Application.</p> <p>With regard to the wish for Cotham School as tenant under the Lease to retain their perceived right to engage in any as yet undefined improvements to the facilities, then these would ultimately fall into two categories when and if finally defined:</p> <ul style="list-style-type: none"><li>i. Future proposals categorised as "<i>development</i>".<ul style="list-style-type: none"><li>a) If Town or Village Green status is granted these will not be permitted</li><li>b) If Town or Village Green status is not granted it will be subject to the terms of the Lease and approval from Bristol City Council and potentially Planning Permission including a full and comprehensive public consultation. See evidence item 9 enclosed for a copy of the lease</li></ul></li><li>ii. Future proposals not categorised as "<i>development</i>" – no restriction from Town or Village Green status, but still subject to the terms of the Lease and approval from Bristol City Council</li></ul> <p>With regard to the Objector's final sentence in this paragraph we contend</p>

23 cont		<p>that we have been totally consistent in pointing out to the Objector that future development plans (whether defined or aspirational) cannot be used as a legitimate challenge to the Town or Village Green Application under the provisions of this Act. See opening paragraph to our previous response document and to the opening paragraph of this response document.</p> <p>None of the objections raised in this paragraph has any relevance to the qualifying criteria for this Town or Village Green Application.</p>
24	<p>It is quite clearly a threat as the term 'development' is widely misused through the Applicants submission. If, by preventing 'development' via TVG status, means the development of new facilities and having the option to improve pitches the Application should be vigorously opposed. The vast majority of formal sporting users (by far the largest cohort of user of the site each week) require 'development' investment to be made.</p>	<p>Please refer to paragraphs 20, 21 and 23 above.</p> <p>None of the objections raised in this paragraph has any relevance to the qualifying criteria for this Town or Village Green Application.</p>
25	<p>By making such improvements the school, local community clubs and University will be able to meet the current Government led targets as directed by Sport England to increase participation, retain members/participants with improved facilities and create a platform for sporting excellence. The granting of TVG status could prevent these much needed improvements.</p>	<p>Please refer to paragraphs 20, 21 and 23 above.</p> <p>These comments by the Objector are aspirational and therefore not a legitimate challenge to the Town or Village Green Application and furthermore suggest that the current facilities are inadequate which is a view that we do not share.</p> <p>None of the objections raised in this paragraph has any relevance to the qualifying criteria for this Town or Village Green Application.</p>
26	15 Use by right	<p><b>NB</b> this number and title refers to our previous response to the objections raised by Bristol City Council and <b>not</b> our previous response to the objections raised by the University of Bristol – Coombe Dingle Sports Centre.</p>
27	<p>The use of 'formal' and 'informal' sport needs further investigation – it has been agreed by the Applicant that 'formal' sport as in 'with approval' and 'at cost' and as managed by the University is not in question or at risk and the principal of shared use is at the heart of the Application.</p>	<p>Please refer to paragraphs 20, 21 and 23 above.</p> <p>None of the objections raised in this paragraph has any relevance to the qualifying criteria for this Town or Village Green Application.</p>
28	<p>The playing fields are currently maintained under agreement by Cotham School. The School therefore is charged with maintaining the site for its use and for the use by agreed third parties. The 'formal' with approval sports pay to use both the marked pitches for matches and training and informal non-marked areas for training. The sporting resource provided is now an essential</p>	<p>We agree that Coombe Dingle use the pitch fees they collect from local clubs on behalf of Cotham School to fund their maintenance sub contract.</p> <p>The Applicant is not proposing to change this arrangement as part of the</p>

28 cont	part of a wider sports development programme for North Bristol and essential to the development of junior sport in particular. The 'formal' sports users pay to maintain the pitches and use them to strict guidelines and through use of risk assessments and covered by club insurances.	Town or Village Green Application.  None of the objections raised in this paragraph has any relevance to the qualifying criteria for this Town or Village Green Application.
29	If 'use as of right' applies to 'informal' sport what is to stop 'informal –without permission' – using or abusing the 'formal' sports facilities on offer. Why should an 'informal' sport user be able to make use of the resource without contributing to its upkeep where the 'formal' user has to pay? I am not aware of where this happens on any other school playing field 'by right'.	<p>The Town or Village Green Application will be determined, in part, on the Community use of the Parkland <i>"in lawful sports and pastimes"</i> in the qualifying period prior to the Application date.</p> <p>The Applicant has no reason to expect that the Community will change its usage pattern in the future of <i>"lawful sports and pastimes"</i> i.e. <i>"informal sport and general recreation"</i>.</p> <p>The shared usage between the Community engaged in informal sport and general recreation and the formal sports user including Cotham School and Local sports clubs has not been a problem over the past 64 years and does not present a problem currently.</p> <p>See evidence item 10 enclosed for minutes of Neighbourhood Partnership 3 meeting on 15<sup>th</sup> September 2010, section 8 where it was</p> <p><b>RESOLVED – that the strength of feeling expressed at the Stoke Bishop neighbourhood forum be noted and that its views had been relayed to the Director of CYPS. It was further noted that the Executive Member had given an assurance that the proposal to fence Stoke Lodge had categorically been dropped and that the parkland would remain with open access for all as of right.</b></p> <p>And it is recorded that Clare Champion-Smith (the Cabinet Executive Member with responsibility for CYPS) confirmed that <i>"it was envisaged that Stoke Lodge could be seen as a 'flagship' for shared use/access for other sites in the city"</i>.</p> <p>If Town or Village Green status is confirmed then Community use will continue to defer to formal sports use. See evidence item 3 enclosed, paragraph 13 for reference to previous case law (notably Redcar) that supports shared use with Community use deferring to formal sports use.</p> <p>We remind the Objector that the Community pay Council Tax to Bristol City</p>

29 cont		<p>Council who remains the Landlord.</p> <p>We offer Clifton and Durdham Downs as one of the models within Bristol of shared use by formal sports clubs and the community enjoying informal sport and general recreation, i.e. <i>“lawful sports and pastimes”</i>.</p> <p>None of the objections raised in this paragraph has any relevance to the qualifying criteria for this Town or Village Green Application.</p>
30	There are very few places where ‘informal’ sport could take place on the site without a detrimental effect to the playing surfaces used for ‘formal’ sports.	<p>This has not been a problem over the past 64 years of shared use with the Community engaged in <i>“lawful sports and pastimes”</i> i.e. <i>“informal sport and general recreation”</i>.</p> <p>None of the objections raised in this paragraph has any relevance to the qualifying criteria for this Town or Village Green Application.</p>
31	The managers and school have clearly stated that they do not wish to stop casual sporting activity but it does need to be agreed in advance and the appropriate charge made.	<p>By definition use <i>“as of right”</i> must be <i>“without force”</i>, <i>“without secrecy”</i> and <i>“without permission”</i>, and therefore cannot be booked and paid for.</p> <p>Additionally the Community have consistently, over the past 64 years, <i>“acted in the same manner as if the people who indulged in them had a legal right to do so”</i>. See <i>R v Oxfordshire County Council ex parte Sunningwell Parish Council (2000) 1 AC 335; (1999) All ER 385</i>.</p> <p>None of the objections raised in this paragraph has any relevance to the qualifying criteria for this Town or Village Green Application.</p>
32	The definition of formal and informal also needs some discussion as clearly one or two children playing with their parents is not going to be an issue but what would be difficult is if two teams formed to play on the marked pitches or if people started to use the cricket square without permission.	<p>The distinction between formal and informal sport as used within the Application and subsequent responses is restated above in paragraph 21.</p> <p>We welcome the Objector’s confirmation that shared Community use for lawful sports and pastimes (informal sport and general recreation) is not a problem.</p> <p>With regard to possible future changes in Community behaviour we see no basis for this assumption, but in any case it is not a legitimate challenge to the qualifying criteria for the Town or Village Application.</p> <p>None of the objections raised in this paragraph has any relevance to the qualifying criteria for this Town or Village Green Application.</p>



33	16 Legal Submissions	<b>NB</b> this number and title refers to our previous response to the objections raised by Bristol City Council and <b>not</b> our previous response to the objections raised by the University of Bristol – Coombe Dingle Sports Centre.
34	1. We believe that physical force has been used to gain access- represented by broken fencing, walls and gates on various parts of the site and over a period of time	<p>To put this objection into context please refer to our previous response dated 30<sup>th</sup> January 2012, Section 3 Bristol City Council, paragraph 16, Bullet point 1 for details of the initial objection and our response. See evidence item 3 enclosed for a copy.</p> <p>We admit that our previous response at bullet 1 is capable of misunderstanding if one is not fully familiar with the history of use of the Parkland by the Community. To avoid any ambiguity we contend that:</p> <ol style="list-style-type: none"> <li>i. During the past 64 years there have always been open and free access points around the Parkland i.e. Cheyne Road and West Dene. Therefore we confirm our previous statement that <i>“No ‘physical force’ has ever been necessary to gain access”</i>.</li> <li>ii. Also no “physical force” has been used during the qualifying period at any of the other “as of right” open and free access points referred to in the Application and detailed in paragraphs 12, 13, 14,15, 16 and 17 above.</li> <li>iii. All these access points and ongoing Community use were well known to the Landowner</li> <li>iv. The Landowner took no action to prevent access</li> <li>v. The Landowner confirms in his briefing note to Cabinet that the Community have “unfettered” access to the site</li> <li>vi. The Bristol City Council Cabinet Executive Member for CYPS (not only the Landlord but also the head of the department charged with the administration of Stoke Lodge Parkland) confirmed at the Neighbourhood Partnership meeting held on 15<sup>th</sup> September 2010 that       <ol style="list-style-type: none"> <li>a) <i>“It was envisaged that Stoke Lodge could be seen as a ‘flagship’ for shared use/access for other sites in the city”</i> and b) <i>“that the strength of feeling expressed at the Stoke Bishop neighbourhood forum be noted and that its views had been relayed to the Director of CYPS. It was further noted that the Executive Member had given an assurance that the proposal to fence Stoke Lodge had categorically been dropped and that the parkland would remain with open access for all as of right.”</i></li> </ol> </li> </ol>

35	2. We believe the signs to be clear but largely ignored as the threat of prosecution has not been carried through as yet.	<p>To put this objection into context please refer to our previous response dated 30<sup>th</sup> January 2012, Section 3 Bristol City Council, paragraph 16, Bullet point 2 for details of the initial objection and our response. See evidence item 3 enclosed for a copy.</p> <p>We welcome the Objector's confirmation that the Community have "<i>ignored</i>" the signs that have been in place for approximately 30 years. We remind the Objector that the Community have had unfettered access to the site for over 64 years.</p> <p>We have demonstrated as part of our response dated 30<sup>th</sup> January 2012 to the objections issued by Bristol City Council at paragraph 13 why we consider the signs to be "<i>ineffective in denying access</i>".</p> <p>We welcome the Objector's confirmation that no prosecutions have occurred. This supports our case that the Landlord has not taken any action to deny Community access despite clear knowledge of Community use for lawful sports and pastimes for a period of 64 years.</p> <p>With regard to the last two words of the Objector's submission in this paragraph, is this a statement of intent supported by the Landowner? We remind the Objector that the Town or Village Green Application will be determined on the Community use and the Landowner's behaviour during the qualifying period.</p>
36	3. Irrelevant– signs have been in place at the main recognised entrance points for many years.	<p>To put this objection into context please refer to our previous response dated 30<sup>th</sup> January 2012, Section 3 Bristol City Council, paragraph 16, Bullet point 3 for details of the initial objection and our response. See evidence item 3 enclosed for a copy.</p> <p>We have demonstrated above that there are many more "<i>as of right</i>" entrances than signs. We have also shown previously why we consider that the signs are ineffective. See response dated 30<sup>th</sup> January 2012, section 3, paragraph 13.</p> <p>To support the argument contained in our response dated 30<sup>th</sup> January 2012: if a Community member entered the Parkland via the access shown in photograph 4 (Cheyne Road) and exited the Parkland at the access point</p>

36 cont		shown in photograph 9 (South East corner) the user would have travelled the length of the Parkland without seeing a single sign.
37	4. Irrelevant as until now with the threat of the TGV and scaremongering it was not deemed necessary	<p>To put this objection into context please refer to our previous response dated 30<sup>th</sup> January 2012, Section 3 Bristol City Council, paragraph 16, Bullet point 4 for details of the initial objection and our response. See evidence item 3 enclosed for a copy.</p> <p>We welcome the confirmation from the Objector that there was no <i>“unmistakable protest”</i> on behalf of the owner.</p>
38	5. This is not true as we have ejected local residents for being in, on and around the vandalised pavilion at the request of local neighbours on many occasions and responded when fires have been lit in and around trees and close to boundaries. We have also moved people playing golf, riding bikes and motorised vehicles – in some instances with the help of the police.	<p>To put this objection into context please refer to our previous response dated 30<sup>th</sup> January 2012, Section 3 Bristol City Council, paragraph 16, Bullet point 5 for details of the initial objection and our response. See evidence item 3 enclosed for a copy.</p> <p>We welcome confirmation from the Objector that they have taken action against anti social behaviour. However this should not be confused with Community use <i>“as of right”</i> for <i>“lawful sports and pastimes”</i>.</p>
39	6. Agreed – just misunderstanding, misinformation and poor communicating of facts.	<p>To put this objection into context please refer to our previous response dated 30<sup>th</sup> January 2012, Section 3 Bristol City Council, paragraph 16, Bullet point 6 for details of the initial objection and our response. See evidence item 3 enclosed for a copy.</p> <p>We welcome the Objector’s confirmation that <i>“no state of perpetual warfare exists”</i>.</p>
40	7. This letter and others suggest otherwise.	<p>To put this objection into context please refer to our previous response dated 30<sup>th</sup> January 2012, Section 3 Bristol City Council, paragraph 16, Bullet point 7 for details of the initial objection and our response. See evidence item 3 enclosed for a copy.</p> <p>We continue to contend that no <i>“evidence”</i> exists to demonstrate, <i>“a state of perpetual warfare”</i> or <i>“physical force”</i> or <i>“legal force”</i> on behalf of the Landlord to prevent Community use.</p>
41	8. The vast majority of the responses have been given in support of the	To put this objection into context please refer to our previous response

41 cont	Application which continues to use out of date project information and misinformation regarding the future use of the Playing Fields.	<p>dated 30<sup>th</sup> January 2012, Section 3 Bristol City Council, paragraph 16, Bullet point 8 for details of the initial objection and our response. See evidence item 3 enclosed for a copy.</p> <p>The evidence offered by the Applicant under this bullet point relates to the qualifying criteria during the qualifying period and hence properly relate to the past.</p>
42	<p><b>Conclusion</b></p> <p>It is clear that Cotham School, Bristol City Council's Education and Leisure Departments need to present a proposal as to how they wish to use the site and what if any improvements need to be made as a result. The University will then be in a position to decide if it wants to continue play any role in the future management or maintenance of the Stoke Lodge Playing Fields. It will also allow local residents to make better informed judgements and be part of the planning process.</p> <p>The Town and Village Green Application is unnecessary, divisive and detrimental to harmonious use of the Stoke Lodge Playing Fields and we therefore continue to oppose its application.</p>	<p>The Objector continues to fail to recognise that future aspirations of use cannot be considered when determining the Application for Town or Village Green. See opening paragraph.</p> <p>The Objector has failed to introduce any new legitimate objection to the qualifying criteria for this Town or Village Green Application as defined within the Act .We therefore request that this objection be disregarded.</p> <p>In view of the threat to Community access contained within the previous Briefing Note to the Cabinet, dated 22<sup>nd</sup> April 2010, we have no reason to believe that this could not be reintroduced by a future administration. Thus we believe the Town or Village Green Application is necessary.</p>
43		<p>This objection is limited to perceived problems with ongoing formal sport, and fails to recognise the potential risk of losing the Parkland in totality if the Landlord should sell the land for development or undertake the development itself.</p> <p>We would like to remind the Objector of the need to retain this very special facility for the Community in the long term and the huge benefit it brings to all members of the Community, both young and old and every age in between.</p> <p>Please refer to the survey of use. See Application section 19 appendix XV conducted in August 2010, one of the many periods when there is no formal sport conducted, but continuing high demand by the Community to engage in use "<i>as of right</i>" for "<i>lawful sports and pastimes</i>" on a daily basis as defined in the columns in the survey headed "<i>Purpose</i>" and "<i>What do you value most</i>".</p>
44	Yours sincerely – Simon Hinks	