

	<p align="center"><u>Objection by University of Bristol (Coombe Dingle Sports Centre) to Town or Village Green Application at Stoke Lodge Parkland</u></p>	<p align="center"><u>Response by Save Stoke Lodge Parkland to arguments raised in the TVG objection submitted by the University of Bristol (Coombe Dingle Sports Centre)</u></p>
1	<p>I refer to your notice dated 27 July 2011 and on behalf of the University of Bristol wish to oppose the application.</p>	<p>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 & 3. (With the possible exception of paragraph 9 & 10 below).</p> <p>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:</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>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.</p>
2	<p>The University currently manages the maintenance and sports bookings for the Stoke Lodge Playing Fields on behalf of Cotham School, which recently agreed a 125 year lease on the site.</p>	<ol style="list-style-type: none"> 1. We agree that Coombe Dingle Sports Centre and its staff operate as the grounds maintenance sub-contractor for Stoke Lodge on behalf of Cotham School 2. Cotham School was not an Academy and did not have a lease in place at the time of the Application 3. Coombe Dingle Sports Centre does not enjoy a long term contract with Cotham School <p>None of the issues raised in the objection and the response in this paragraph has any relevance to the Town or Village Green legislation qualifying criteria.</p>

3	<p>The Playing Fields are a vital element to the North Bristol Sports Hub as indicated in the Bristol City Council -Playing Fields Strategy and act as a home to several local sports clubs. Sport has been played more widely on the Stoke Lodge Playing Fields for many years, by agreement with and through Bristol City Council – Education Department.</p>	<ol style="list-style-type: none"> 1. The Community wants the Formal Sporting use of Stoke Lodge to continue in its current format as specifically included in the Application 2. The Community want to continue and protect their future use of the Parkland for informal sport and general recreation (lawful sports and pastimes) on a free and open basis “as of right” as included in the Application 3. The Community wishes both of the above to continue in the current harmonious way i.e. the Application poses no threat to the current level of sporting activity <p>None of the issues raised in the objection and the response in this paragraph has any relevance to the Town or Village Green legislation qualifying criteria.</p>
4	<p>The University has developed an outstanding partnership with Bristol City Council by way of a Community Use Agreement relating to use of the adjacent Coombe Dingle Sports Complex site with over 20 local sports clubs and two schools now using the site throughout the year. The partnership has been so successful that several clubs now also require use of the Stoke Lodge Playing Fields to be able to cope with increasing demand. This is in addition to the use by Cotham School.</p>	<ol style="list-style-type: none"> 1. The Community Use Agreement referred to here is for use where it is bought and paid for (i.e. with permission) and forms no part of our Application 2. The Community has no problem with the ongoing shared use with Formal Sport in its current format and indeed welcomes it 3. The Formal Sporting capacity at Stoke Lodge (number of grass pitches) has already reached its maximum. See evidence Section 16 (plan of existing pitches) 4. Any increased sporting use will be constrained naturally by the physical limitations imposed by the land in its current format and by the time necessary for pitches to recover 5. If Coombe Dingle wish to expand their Sports Facility beyond what their current facilities and Stoke Lodge currently provide they should seek additional space elsewhere i.e. the Application poses no threat to the current level of sporting activity <p>None of the issues raised in the objection and the response in this paragraph has any relevance to the Town or Village Green legislation qualifying criteria.</p>
5	<p>Over 1,000 local children and many more adults are now involved in sport on the two sites each week.</p>	<ol style="list-style-type: none"> 1. This clearly demonstrates that Stoke Lodge is already extensively used for Formal Sport based on the current facilities 2. The Community does not wish to reduce the current level of Formal Sporting use of the Parkland i.e. the Application poses no threat to the current level of sporting activity <p>None of the issues raised in the objection and the response in this paragraph has any relevance to the Town or Village Green legislation qualifying criteria.</p>
6	<p>The University and local clubs have also established a large pool of local volunteer and paid coaches, many of whom are neighbourhood parents, who work tirelessly each week to offer sporting opportunities to the wider community.</p>	<p>This level of support is obviously necessary and will continue to be required irrespective of the Application for a Town or Village Green registration.</p> <p>None of the issues raised in the objection and the response in this paragraph has any relevance to the Town or Village Green legislation qualifying criteria.</p>

7	<p>The University recognises that the Playing Fields should continue to be used for recreational purposes by the local community and, as such, the University's department of Sport, Exercise & Health has a broad remit to actively encourage further participation in sport, exercise & health more generally.</p>	<p>This comment recognises the legitimate ongoing use "as of right" by the Community; and whilst we welcome the offer of help, it should be recognised that not all the Community wish to be part of the Formal offering made by Coombe Dingle Sports Centre but wish to continue to use the Parkland as they have done over the past 64 years.</p> <p>None of the issues raised in the objection and the response in this paragraph has any relevance to the Town or Village Green legislation qualifying criteria.</p>
8	<p>The University welcomes the opportunity to work with local groups involved in healthy activity but would like to ensure the Playing Fields are safe and risks are minimised. This may be simply to monitor such use or it could be to directly inform groups/individuals if any ground works, chemicals are being used or if bookings were being made so that potential clashes could be avoided. It would also want to ensure that sporting groups using the site had sought permission and had paid the appropriate amount to ensure fairness to those that follow all procedures and pay their way and to reinvest in the site maintenance. This is not to say that informal family groups or scout groups, etc, would be charged but we do have a duty of care to all users. We want all users to be safe and to ensure the facilities/equipment are not abused.</p>	<ol style="list-style-type: none"> 1. The Community welcomes this opportunity to communicate on issues of common interest 2. The Community shares the view that the Parkland should be safe and risks minimised 3. The Community does not need monitoring (or controlling) by Coombe Dingle given that they are stake holders in their own right 4. Information on any permissible ground works and chemicals used would be welcome particularly given the complaints about the inappropriate disposal of chemical containers used by Coombe Dingle Sports Club staff on the site 5. The Community is not willing to book their informal use with Coombe Dingle in advance 6. The Community does operate "deferment" (see paragraph 9 below) and has made the arguments in the response to the objections raised by Bristol City Council as to why this does not preclude the Application for TVG from succeeding 7. This issue of ensuring that all sports users pay describes a problem that does not exist at present. By definition use "as of right" is free. Is Coombe Dingle suggesting that all community users who kick a football on Stoke Lodge pay an entrance fee? 8. It should be recognised that Coombe Dingle Sports Centre is neither the landowner nor the tenant under the lease for Stoke Lodge but is a commercial enterprise employed as the grounds maintenance sub-contractor. <p>None of the issues raised in the objection and the response in this paragraph has any relevance to the Town or Village Green legislation qualifying criteria.</p>
9	<p>It has always been the case that use of the playing fields by third parties, including dog walkers, has deferred to the organised use of the site as playing fields by schools and local sports clubs. Any such other use by third parties has never been authorised, or as of right.</p>	<ol style="list-style-type: none"> 1. We welcome the confirmation that the Community (third party users) has "always.... deferred" to the Formal Sports users. Please refer to our arguments regarding "Deferment" contained in the response to the objections raised by Bristol City Council at paragraphs 13 and 26 2. We welcome the confirmation that the Community use (third parties) has never been authorised, as one of the qualifying criteria for use "as of right" is 'without permission' 3. We question whether Coombe Dingle Sports Centre is qualified to decide if the Community use for informal sports and general recreation (lawful sports and pastimes) is "as of right" or not

10	<p>Bristol City Council has stipulated, by way of signs around the site, that dogs are not allowed on the playing fields and that the owners would be fined if in breach. Unfortunately the notices and the policy has not been enforced and dog owners have therefore continued to allow their dogs to foul on the playing fields generally and specifically on the playing areas and pitches used by children. We believe that, in its broadest sense, this could be viewed as trespass and certainly unauthorised use.</p>	<ol style="list-style-type: none"> 1. The objection stated in this paragraph is at odds with the statements made as part of the objection at paragraphs 7 & 9 2. The public response to the signs is clear. See evidence listed in the response to the objections raised by Bristol City Council at paragraph 16 3. We have argued as part of our response to the objections raised by Bristol City Council that the signs at Stoke Lodge are in our opinion ineffective in denying public access for informal sport and general recreation and we refer to those arguments and precedents and evidence in response to the objection raised here by Coombe Dingle Sports Centre 4. We confirm our agreement to the statement given here by Coombe Dingle Sports Centre that “<i>Unfortunately the notices and the policy have not been enforced</i>” 5. Please refer to <i>Lewis v Redcar and Cleveland Borough Council and other respondents; Supreme Court Findings, March 2010 (UKSC11)</i> (Lord Kerr para 116) “<i>If confronted by such use (nec vi, nec clam, nec precario) over a period of 20 years, it is ipso facto reasonable to expect an owner to resist or restrict the use if he wishes to avoid the possibility of registration</i>” (Lord Kerr para 116) 6. It should be recognised that not all community use is undertaken by dog walkers (see Application vol 1 evidence item 19 for survey of use by the community). (Less than 50%) 7. See evidence listed in the response to the objections raised by Bristol City Council in paragraph 16 to demonstrate the manner in which the community has used the Parkland (see <i>R v Oxfordshire County Council ex parte Sunningwell Parish Council (2000) 1 AC 335; (1999) 3 All ER 385</i>) <i>The activities on the land that form the basis for the claim must be exercised in the manner as if the people who indulged in them had a legal right to do so.</i>
11	<p>This continues to be the main source of complaints from players, coaches, parents and visiting teams. It is unpleasant, unhygienic and a health hazard. There are many alternative areas for the use of dog owners. The Downs, Blaise Castle Park, Canford Park and other areas in Sea Mills are available close by.</p>	<ol style="list-style-type: none"> 1. We agree that the issue of dog fouling is distasteful and all dog walkers should be encouraged to pick up and remove dog mess 2. We agree that it is worthy goal for all, that the Playing Fields are safe and the risks are minimised. See paragraph 8 above and please note the word ‘minimised’ 3. However, we consider that the issue of dog fouling is being exaggerated here by Coombe Dingle Sports Centre. In any case it would be usual practice for a club to: <ol style="list-style-type: none"> a) inspect all pitches prior to use as part of the normal Health & Safety process b) remove any mess or debris 4. Stoke Lodge is recognised as one of the cleanest facilities on an open space with unfettered access i.e. is not a fenced and sterile environment. It should be noted that: <ol style="list-style-type: none"> a) a Health & Safety risk assessment process (inspections) is always considered necessary and is undertaken at Coombe Dingle Sports Centre even though it is an example of a sterile environment achieved by a fully fenced facility with

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- restricted access and a strict (and enforced) policy of no dog walkers
- b) not all faeces found on pitches comes from dogs. It is also deposited by cats and the various wild animals such as foxes and rats that are known to be present at Stoke Lodge, all of which can be carriers of a *Toxocara* parasite or other roundworm
- c) the recorded cases of *Toxocara canis* contracted on a sports pitch in the UK are minimal. See evidence item 15 pages 6 & 8 i.e. with the majority of these cases being contracted by toddlers in the home or garden
- d) whilst contact with dog faeces is undoubtedly unpleasant, the Health & Safety risk, subject to proper inspection and management, is already minimised and therefore any additional response should be proportional to this situation
- e) the vast majority of dog walkers already pick up their dog waste. See statements in evidence listed in para 16 of the response to BCC objections. Also reference to the litter picking undertaken by the community including dog walkers following sporting use
- f) The majority of the dog walkers who use Stoke Lodge walk to the Parkland. The alternatives quoted would require them to drive.
- g) See Application vol 1 evidence item 19 for survey of use by the Community, highlighting numbers who walk to the Parkland i.e. 85%

5. It is not clear how much dog faeces is left behind by dogs brought by visiting spectators of which there are many every week

6. Save Stoke Lodge Parkland (The Applicant) is attempting to raise money for the provision of the first dog bin. Please note that:

- a) there are currently no dog waste bins (or indeed general waste bins) on Stoke Lodge Parkland despite all the years of visiting teams and their parents/spectators. Interestingly other Sports facilities with open access such as the Downs and Blaise Castle do have dog waste bins provided
- b) We suggest that the next step in further reducing the issue of dog mess is the provision of dog waste bins with use of the existing enforcement officers to monitor the use of them. See Evidence item 15 page 6 "*One of the most effective ways of tackling the fouling problem is with dog wardens....*"

Furthermore "dog-walking" has previously been found to be a "*lawful pastime*". See *R v Oxfordshire County Council ex parte Sunningwell Parish Council*.

None of the issues raised in the objection and the response in this paragraph has any relevance to the Town or Village Green legislation qualifying criteria.

12	<p>In recent weeks two incidents have occurred which highlight the potential dangers of allowing continued use across the whole site by dogs off leads. Firstly a member of the University grounds staff had a dog jump up at him whilst of its lead. The second incident happened during a junior football match when a dog fouled on the pitch during a match. Its owner, who was not carrying a bag, refused to return to pick up its mess. A third incident also highlights the need to work with the local community. The cricket square, which is used by three local clubs and the University has recently undergone renovation and as such has a plastic barrier erected around it to protect it from misuse. A family was spotted having a picnic inside the barrier, oblivious to the work undertaken and that the barrier was there to keep people and animals out.</p>	<p>We cannot comment on the incidents reported here, but would suggest that they are untypical and may have been perpetrated by one of the visiting football spectators who are also guilty of littering the site with bottles and cans, Whilst some teams do clear their detritus the large amounts that are left are collected and removed by the community including some dog walkers, or Coombe Dingle Sports Centre staff.</p>
13	<p>There appears to have been much misinformation given to the local community about the future of the site which has not helped and has put neighbours on the defensive. It is clear that Cotham School and Bristol City Council have to agree as to what they want from the site and for that to be transmitted to all neighbours. The University would want to help with the dialogue as many are also neighbours of the Coombe Dingle facility and turn to the University as a first point of contact.</p>	<ol style="list-style-type: none"> 1. We are unclear about what '<i>misinformation</i>' Coombe Dingle Sports Centre is referring to 2. The Community, as a stakeholder at Stoke Lodge, is clear "<i>what they want from the site</i>": <ol style="list-style-type: none"> a. They want to continue to use the Parkland for informal sport and general recreation b. They want to continue to share their use with the Formal Sports users on the same basis as present c. They want to protect this status quo going forward in time d. Please see Application vol 1 section 3 paragraph 7 3. Bristol City Council have made their position perfectly clear: <ol style="list-style-type: none"> a. They want the education sports use to continue under the terms of the lease granted to Cotham School b. They want the Community use for informal sport and general recreation to continue on a shared basis with 3a. As described in the response to the Bristol City Council objection paragraph 4. See also Application vol 1 section 18 page 28 c. They want to keep their options open and to retain their control of the development rights 4. Based on the Objection submitted by Cotham they do not seem to have a plan but want to keep their options open 5. Coombe Dingle Sports Centre appear to want <ol style="list-style-type: none"> a. to manage and control all community use b. to have the freedom to develop the facilities at Stoke Lodge to increase and intensify sporting use whether or not it has a detrimental impact on the special environment that exists at the Parkland as it currently exists c. expand the use of Stoke Lodge as an overflow for Coombe Dingle Sports Centre d. to exclude dog walkers

14	<p>It is not the University's position to want to fence off the site but it does want to work with the neighbours and Cotham School to improve site security, particularly if a new pavilion/changing block is to be built. This may or may not include repairs to fences and walls, improvements to entrances, signage and on-site parking arrangements – the second largest source of complaints.</p>	<ol style="list-style-type: none"> 1. Coombe Dingle claim to not want fencing and then confirm that they wish to improve security 2. We find it difficult to see how these twin objectives can be achieved 3. The sporting capacity i.e. number of pitches is already at a maximum 4. Cotham School is making the case for increased demand based on increasing pupil numbers. See Cotham objection paragraph 5 and our response 5. Coombe Dingle refers to increasing demand from Sports Clubs. See paragraph 4 above, and our response 6. Furthermore they are asking for onsite parking 7. This will require a reduction in playing surface and hence sporting capacity 8. Or the felling of protected trees 9. To be replaced with expanses of tarmac 10. None of the above will be acceptable to the local Community 11. If Coombe Dingle Sports Centre customers require additional parking then Coombe Dingle should make arrangements to provide it at Coombe Dingle. <p>None of the issues raised in the objection and the response in this paragraph has any relevance to the Town or Village Green legislation qualifying criteria.</p>
15	<p>The University's position is therefore clear. It wants to actively work with local schools, clubs and individuals to maintain and improve the Stoke Lodge Playing Fields – primarily as a sports facility for Cotham School, the University and Local Clubs but also as a fantastic local resource for recreational activity. It has, and wants to continue, to provide high quality maintenance and management of the site but does not want the playing fields to continue to be the fouling ground for local dogs.</p>	<ol style="list-style-type: none"> 1. These objectives fail to recognise that the local Community is a stakeholder for Stoke Lodge with full entitlement to determine the future of the Parkland by securing registration as a Town or Village Green 2. We have never had a problem with sharing the facility with the Formal Sports users, equally the Town or Village Green registration poses no threat to that ongoing situation <p>None of the issues raised in the objection and the response in this paragraph has any relevance to the Town or Village Green legislation qualifying criteria.</p>
16	<p>The Town Green application therefore does not give comfort that local children can play in a safe, secure and hygienic environment and as such we are opposed to the Town Green application, which would allow unrestricted use by dogs and minimal security for any new pavilion development.</p>	<ol style="list-style-type: none"> 1. The record of use over the past 64 years stands testament and is the best indicator of the harmonious co-existent "safe, secure" use by both the Formal Sports users and the local community use for informal sport and general recreation 2. The Application for Town and Village Green seeks to maintain this model in the future 3. See evidence in statements listed in paragraph 16 of the response to Bristol City Council objection

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The University does therefore wish to oppose the application for the above reasons.

Yours sincerely



Simon Hinks

**Director – Sport, Exercise & Health
University of Bristol**

We contend that the responses above have demonstrated that the objector has failed to make a sustainable case, supported by evidence, and 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 & 3. (With the possible exception of paras 9 & 10).

With regard to the arguments presented in this objection at paras 9 & 10 we contend that we have demonstrated within this document and within the response to the objection submitted by Bristol City Council that the signs were not effective in denying public access and fail to prevent the Applicants claim that Community use is “as of right” as described in Section 15 of the Act.

We also contend that we have shown that:

1. Aspirational changes in use is not grounds for objecting to an Application for registration as a Town or Village Green see para 2 above
2. Formal Sporting Use will continue in its current format
3. The Community enjoys and welcomes the ongoing Formal Sporting use by Cotham School and the Local Sporting Clubs
4. Coombe Dingle Sports Centre operate as a sub-contractor to Cotham School
5. The Lease enshrines ongoing shared use by the community. See Lease clause 3.9.3 (b) *“for community, fundraising and recreational purposes which are ancillary to the use permitted under clause 3.9.3 (a)”*
6. The arguments put forward by Coombe Dingle Sports Centre are either
 - a. irrelevant to this case
 - b. no evidence to show that the community have acted contrary to the provisions of “as of right” use
 - c. actually helpful to the application
 - d. relevant issues have been shown to have been satisfied by the Applicant

We therefore request that this objection on behalf of the University of Bristol – Coombe Dingle Sports Centre be dismissed and the Application judged on the merits of the Application alone.