

Dear Councillors

We are writing to ask for your urgent intervention with Cotham School in relation to signs erected today at Stoke Lodge. The school has taken down the three signs (at the West Dene entrance, at the informal entrance close to Parrys Lane/Ebenezer Lane, and between the house and the play area). It has instead erected three new signs saying:

'COTHAM SCHOOL PLAYING FIELD MEMBERS OF THE PUBLIC ARE WARNED NOT TO TRESPASS ON THIS PLAYING FIELD In particular the exercising of dogs or horses, parking vehicles, flying model aircraft/drones, playing golf, the use of motorcycles and the carrying on of any activity which causes or permits nuisance or disturbance to the annoyance of persons lawfully using the playing field will render the offender liable to prosecution for an offence under Section 547 of the Education Act (1996). REQUESTS FOR AUTHORISED USE SHOULD BE DIRECTED TO COTHAM SCHOOL Cotham School accepts no liability to users for any unauthorised use of the playing field.'

We believe that this action is illegal and/or invalid for the following reasons:

1. The signage is inaccurate

The sign is inaccurate on the basis that members of the public are specifically not trespassing by being at Stoke Lodge. Clause 2.1 of the lease makes the school's rights as tenant subject to 'all existing rights and use of the Property including use by the community'.

Under well-settled principles of legal interpretation, a court would interpret this clause objectively to determine against the relevant background what a reasonable person would have understood the provision to mean. As mentioned in a previous letter, one of several relevant factors is that, in line with the Inspector's decision and the High Court ruling on the TVG decision, the legal analysis is that the signs at Stoke Lodge were insufficient after 1996 to prevent the community's access to the land being 'as of right'.

This and other factors provide the relevant context for interpreting clause 2.1 of the lease; there is no indication that either Cotham or the Council intended or agreed to change or restrict position set out above when the lease was signed, and Clause 2.1 therefore ensures that members of the public are not trespassing when they go onto the playing fields.

As detailed in our recent email, we can provide further legal analysis on this point if that would be helpful; the result is that without a variation of the lease, the school's rights as tenant remain subject to the community's existing rights and use of the land broadly as they existed at the point when the lease was signed.

2. Consent for removal of existing signs

Damage to/removal of Council property (namely the existing signs). If this action was taken without the Council's knowledge and consent, we believe this may be an offence.

3. Erection of new signs:

Clause 3.5.2 of Cotham's lease stipulates that 'the tenant covenants not to erect any buildings or other structures on the Property nor make any structural or external alterations additions or variations to any structures for the time being on the Property'. The only exception is to replace or alter the structure of existing buildings - we note that this is restricted to buildings only and does not apply in this case. The school is therefore in breach of its obligations under the lease and the Council has the right (and arguably

the duty, for the public benefit) to take enforcement action to require the signs to be removed

#### 4. Listed building consent

Works within the curtilage of a listed building which affect the setting and character of a listed building require Listed Building Consent. It is a criminal offence, with a possible unlimited fine and two years in prison, to carry out works that require Listed Building Consent without such a consent being obtained. The offence is committed by the person who carried out the works and by anyone who caused them to be carried out. The erection of new signs at Stoke Lodge would require both planning permission and listed building consent and therefore offences appear to have been committed by both the school and its agents this morning.

#### 5. Tree Protection Orders

The workers' van drove over the root zone of protected trees in order to erect the signs; wilful damage to protected trees is a further potential offence.

#### 6. Council instructions

We understand that you have previously instructed Cotham to take no further action in relation to Stoke Lodge pending decisions on current validated public rights of way applications.

We are also investigating reports that individuals have been told to leave the site this morning, and to confirm the manner in which this action was taken.

We ask the Council to take urgent action to reassure the community and to have the signs removed.

We are very disappointed that, having attended a meeting only a few days ago to discuss ways of resolving the situation, the school has taken this action, which it had clearly decided on before that meeting. This indicates a lack of good faith in its conduct towards the community and to Darren Jones who facilitated the meeting, as well as a disregard for the Council's wishes.

As detailed in our email this morning the community seeks to work in partnership with the school, in a thoroughly positive and mutually beneficial way, the school's actions (past and present) make many in our community question this approach and believe that the school is not interested in any approach other than controlling Stoke Lodge and excluding the residents of Bristol.

The school's approach also raises serious questions about its governance and the use of public funds in this matter which to date have been extensive and cannot demonstrate value: the Chair of Finance commented last Friday that the school is running out of money and yet they choose to throw more resources at the issue rather than discussing compromise solutions.

As a community we have considered the possibility of making a second TVG application (recognising the inspector's finding, accepted by the High Court, that after 1996 the signs were insufficient to prevent community use being 'as of right', and that the requisite 20 year period has passed since then).

Given the school's challenge to the Council's earlier decision to award TVG status resulted in significant costs in time and money for both the Council and the local community and out of respect for our Council's resources, our thinking has been that we would not make a

second TVG application at this time. However, if the school does not wish to work in partnership with the community we will have no option but to review our position.

We ask the Council to protect the rights of Bristol taxpayers and to help us avoid further legal action. We hope that we have the Council's support in this stance, given this demonstration of the school's approach and lack of good faith.

Yours sincerely

Helen Powell and Emma Burgess  
On behalf of the We Love Stoke Lodge Group