

Good Morning

We write to provide an update from We Love Stoke Lodge Group following the meeting arranged by Darren Jones and Cotham School on Friday July 20th. We were delighted to have the opportunity to think about the art of the possible and would like to thank Darren for arranging this and all attendees for their time, we will shortly be writing to the Chair of Governors at Cotham to reiterate our thanks and follow up agreed actions.

Summary of the meeting and outcomes

As you may be aware, Darren had arranged the meeting to discuss possible ways forward, to find compromise solutions. We talked through a package of proposals which we believe will address the school's identified risks without putting up a perimeter fence. Please see the end of this email for a high level summary of the ideas we put forward, premised on a new partnership model between the school and the community, aligned to all three themes within the One City Plan.

The school talked through their ideas and unfortunately they have not shifted from the position that a fence is required. We understand that the school are considering whether to challenge the Council's instruction that planning is required yet were not sure of their decision at the time of the meeting.

We were admittedly disappointed that the only alternative proposal put forward by the school was to place a larger fence than currently proposed at the site with no open access at any time.

The school was keen to confirm that the community would be allowed to access the land outside of Cotham's lease; we did stress that this land is not theirs to gift and this is therefore not relevant.

The chair of governors at Cotham School was unaware that many other Bristol schools use open access playing fields with no fence. We will provide details of the schools we have identified to him so that he can explore this best practice. We will also suggest that the chair visits Stoke Lodge as he confirmed that he hasn't been to the site.

We also discussed Coombe Dingle (a few hundred yards from Stoke Lodge, currently used by the school and considered to be safe and secure). The school hasn't done its own assessment of risks at Coombe Dingle and is reliant on the University's assessment; as most people at the meeting didn't appear familiar with the extent of public access to and through the site, we went through a large batch of photos of Coombe Dingle to show the extent of the public access today at Coombe Dingle.

Darren has asked the parties to meet again, having investigated and considered the viability of all three approaches on the table (see below); we hope when the school has had time to assess best practice at other schools that provide appropriate sports facilities without fences, plus the package of ideas we have put forward, it might be possible to make some progress at that meeting.

Planning issues and rights under the lease

We welcome the council's confirmation that a planning permission and listed building consent will be required before a fence can be erected at Stoke Lodge and believe that as the public rights of way applications remain to be determined the school cannot take action to erect a fence immediately.

We also noted that the school is keen to place its own (narrow) interpretation on clause 2.1 of the lease; '..all existing rights and use of the Property including use by the community'. Whilst there was not time, nor it appropriate to discuss in detail at a 'compromise' meeting, we have placed below the relevant points to the legal interpretation of the 'community' provision below.

Petition; a couple of days before the council informed the school of their view that a planning application would be required for any proposed fence, our group started a petition: <https://you.38degrees.org.uk/p/welovestkelodgepetition>. Within just ten days we have achieved over 1,200 signatures so will shortly be delivering the petition to demonstrate the community support of the council's position and also to provide details of the community's concerns.

What are the three approaches on the table?

1. Cotham's Plan A; remains the same - a 2m high perimeter fence with a walkway around the outside (in parts) with controlled access when the school and other users are not there.
2. Cotham's Plan B; In short, this would be to place the fence at the legal limits of their lease (remove the perimeter walkway in Plan A). Plan B was also described to have NO access at any time.
3. Community proposals to meet the school's identified risks using alternatives to fencing (such as the ideas listed below)

We hope this summary is helpful; we were delighted to have a rare opportunity to raise the voice of just under 800 members of We Love Stoke Lodge, especially as we are such a new group.

Your sincerely

Emma Burgess and Helen Powell

Community proposals: alternatives to fencing

Whilst we did not have the time to talk through all of our ideas in detail, the package of proposals from We Love Stoke Lodge included:

- Natural barriers to plug 'accidental gaps' in the existing perimeter of Stoke Lodge; providing a low cost, high impact barrier, working with identified partners (such as the Botanical Gardens) and involving pupils at Cotham as an ecology project. Hedges, planting and other natural solutions could be deployed, at a lower cost to the school than a fence, whilst enhancing the ecology of the site.
- Fewer, more formal, accessible entrances; open, accessible kissing gates (with ramps) at fewer, more formal entrances including ambulance/maintenance entry gates – similar/ the same style used at the Adult Education Centre (in keeping with the setting).
- A Community 'charter' supported by all and detailed on signage at each entrance (e.g. respect the pitch areas). These signs having the ability to be raised and reversed by the school and clubs so that users are aware of any additional measures to be respected when the pitches are in use (e.g. all dogs to be on leads and kept to the perimeter).
- Significant community support of the 'charter' working with the council, police and other bodies to enforce with the few where required, by the majority.
- As also identified in Cotham's Risk assessment, providing more bins for litter and dog waste.
- Removable sports fencing to further define and control pitch areas when in use.

Partnership Model: we put forward a partnership model, the 'art of the possible' premised on: a) BCC's formal commitment in 2010 (before the lease was signed) that the Lodge would never be fenced.

b) Cotham's lease being 'subject to all existing use and rights including use by the community'. c) The first characteristic of Cotham's funding agreement with the DFE being community cohesion.

d) Cotham's objective (expressed in its constitution) to promote the provision of facilities for the community/the public at large.

We proposed that by working together something really exciting, a blueprint for others, could be created which (at a high level) could include:

- An outdoor learning space for all
- Community Sport Funding; a grant application from We Love Stoke Lodge to fund facilities at Stoke Lodge that would benefit everyone's health and well-being and enhance sports facilities for Cotham pupils, community sports groups and the public
- Working in partnership with the school's sport leadership programme - organising physical activity programmes for the community and primary schools
 - Working with the Adult Education Centre e.g Sport leader UK /Sports coach UK courses - linked to schools and community activity programmes on the site
 - Building Connections Fund application from We Love Stoke Lodge to support a wide range of programmes which increase social connections, build a sense of community and belonging, tackle loneliness and connect people and organisations

Clause 2.1 of the lease

As noted above, the school appeared keen to place its own (narrow) interpretation on clause 2.1 of the lease that makes the school's rights as lessor subject to 'all existing rights and use of the Property including use by the community'. Our position is based on:

- (a) the 2010 Cabinet decision that Stoke Lodge would remain unfenced;
- (b) the community's existing use of the land in the period up to 31 August 2011 (when the lease was signed); you will be aware 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'; and
- (c) there was peaceful coexistence up to 2014 between school and sports club use and use by local residents.

This provides the relevant context for interpreting clause 2.1 of the lease; there is no indication that either party intended to change or restrict position set out above, and a court would interpret the clause objectively to determine against the relevant background what a reasonable person could have understood the provision to mean.

Clause 2.1 therefore restricts the school's ability to limit community use to a perimeter walkway or to times and areas determined by it. 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 lessor 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.