



**Report to: Cabinet, 21st March 2017**

**Report of: Councillor Adrian Gregson, Leader of the Council**

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**Subject: REFURBISHMENT OF THE CINDERELLA SPORTS GROUND – KEY DECISION**

**1. Recommendation**

- 1.1 That Cabinet approve the project to refurbish the Cinderella Sports Ground as a Community sports facility to be operated by Heart of Worcestershire College as detailed within this report;**
- 1.2 That Cabinet approve a budget for the project as detailed within this report at Appendix B; and**
- 1.3 That Cabinet delegate to the Deputy Director, Cleaner and Greener Service Delivery, in consultation with the Leader of the Council, authority to enter into all necessary contracts and agreements to deliver the project.**

**2. Background**

Historical context

- 2.1 The Cinderella Sports Ground on Bransford Road, Worcester is a site of special historic significance for Worcester. It was the original home ground for Worcestershire County Cricket Club, now based at New Road. The legendary W.G.Grace played there for the County as a 20 year old in 1870, and the first Australian touring side played there in 1878.
- 2.2 Once the “works ground” for the city’s Cinderella shoe factory, more recently it was the site of the sports and social club of Kays Catalogues, offering cricket and football and the quality of the pitches was renowned on the local sporting scene.
- 2.3 Following the closure of Kays in 2007 the developer Arndale led a residential development on the wider site, with planning permission also granted in 2007. The Cinderella Ground retained status as sports pitches and in 2015 the City Council took up an option with Arndale (which had been secured in 2007) and entered into a 25 year lease for the ground, with the intention of renovating the site in conjunction with the Heart of Worcestershire College.

Original Project proposals and progress

- 2.4 The original project proposal, which remains unchanged, was that Heart of Worcestershire College take on a lease of the site from the Council, to provide football and cricket facilities that will be used by the college to deliver educational and community engagement activities, and that will be available for use by

community sports clubs. The Council and the College entered into an agreement to lease to this effect in February 2014.

- 2.5 Proposed improvement works consisted of a new cricket square with four football pitches and a multi use pavilion and changing facility.
- 2.6 In February 2012 Cabinet approved a capital sum of £65,000 for the project, to add to funding to be provided by Heart of Worcestershire College, Sport England, and the England and Wales Cricket Board. The original ECB funding has expired and is no longer available. The Council's capital contribution, from the priority projects capital reserve, was subject to the proposed partnership arrangements being established.
- 2.7 A planning application made by Heart of Worcestershire College was approved in early 2015 (as an amendment to an earlier approved application dating back to 2013).
- 2.8 Legal issues concerning the lease with the developers delayed progress on the project, but these were finally resolved in 2016 with the right of the Council to sub-let the site to Heart of Worcestershire College being agreed in principle.
- 2.9 The terms of this proposed sub-lease to the College have now been agreed in principle, subject to final negotiations, and a confidential draft Heads of Terms is produced at Appendix A.
- 2.10 The original vision for the project included an ornate pavilion which made use of and referenced the original. However, the original pavilion is in a very poor state of disrepair and is beyond economic renovation and refurbishment. It is currently secured against unauthorised access to protect health and safety.
- 2.11 Agreement in principle has been reached to dismantle and transport the building to Avoncroft Museum of Historic Buildings where it will be reassembled, restored and form part of the museums collection. This requires agreement from the landowner. In the meantime the building is secure and can remain in situ without impacting upon the pitches and new pavilion.
- 2.12 A design for a new pavilion has been agreed and costed, ready for submission of a revised planning application by the College.
- 2.13 Further work on the specification for the pitches has resulted in a high quality specification that includes appropriate drainage and irrigation which will minimise maintenance costs and increase the availability of the pitches. It should be noted that the Council has recent experience of similar works in providing 6 refurbished football pitches at Perdiswell.
- 2.14 A tender exercise for the pitch works has been carried out and has resulted in a cost within budget. This is included at confidential Appendix C.

### **3. Preferred Option**

- 3.1 It is proposed that the project proceeds so that the site is secured site as a sustainable community sports facility. Heart of Worcestershire College will operate the site in accordance with the Heads of Terms at Appendix A.

- 3.2 It proposed that the project proceeds as follows;
- 3.3 Works will be carried out in Spring and Summer 2017 with a view to football and cricket being played on the site from summer 2018.
- 3.4 The project budget includes significant contributions from HOW college, a private benefactor and s106 funding as detailed at confidential Appendix B.
- 3.5 The Council will pursue negotiations with the Freeholder to allow relocation of the existing pavilion to Avoncroft Museum of Historic Buildings.
- 3.6 The Council will enter into an agreement with Heart of Worcestershire College to take over the maintenance of the site upon practical completion of the pitch works. This will require completion of a variation of the existing agreement to lease.
- 3.7 Contractor A (see Appendix C) will be appointed to renovate the pitches.
- 3.8 The College will submit a revised planning application for the new pavilion and the Council will procure a contractor to construct the building. The College will be responsible for fit out and decoration on completion of the works procured by the Council.
- 3.9 On completion of the building works the Council will enter into a peppercorn lease for the site with HOW College for the remainder of the 25 year lease period, as detailed at Appendix A.
- 3.10 The Council will support Heart of Worcestershire College in their process of selection of local sports clubs to use the facilities.
- 3.11 The Council and College will periodically review the success of the arrangements with a view to seeking an extension from the freeholder at or before the expiry of the lease period.

#### **4. Alternative Options Considered**

- 4.1 Not proceeding with the project would result in the site remaining derelict until an alternative use can be found. This would leave the site as the responsibility of the Council, requiring on going revenue expenditure and is therefore not recommended.

#### **5. Implications**

##### **5.1 Financial and Budgetary Implications**

- 5.1.1 Sufficient budget for the works is available as detailed in the table at Appendix B.
- 5.1.2 Funding from partners is secure. The available s106 funding exceeds the requirements for the project and, when project costs are finalised, be utilised for other projects in line with the terms of each agreement.
- 5.1.3 The proposals within this report ensure that there are no on-going revenue implications for the City Council.

## 5.2 Legal and Governance Implications

- 5.2.1 Agreement in principle has been reached with the landowner to allow the City Council to sub-let the site.
- 5.2.2 An existing agreement for lease, entered into in February 2014, will be varied to allow the College to take over the maintenance of the site upon practical completion of the pitch works, pending completion of the sub lease.
- 5.2.3 Legal agreement will need to be reached with the landowner to allow for the existing pavilion to be dismantled and removed from site. In the meantime the building is secure and can remain in situ without impacting upon the pitches and new pavilion.
- 5.2.4 At the end of the 25 year lease period the land could revert to Arndale. The Council or College could seek to negotiate an extension of the lease. Whilst this will be subject to the agreement of the landowner, it should be noted that the value of the land will reflect the established use of the land and it's designation under the local development plan at that time.

## 5.3 Risk Implications

- 5.3.1 Project delivery risks will be managed through robust project management under the Council's standard project management procedures.
- 5.3.2 The risk of the facilities not being fit for purpose after works has been mitigated by ensuring that we have the best viable specification of works and through the appointment of specialist expertise to oversee the technical works.
- 5.3.3 Construction risks will be subject to a robust risk management strategy.
- 5.3.4 The proposals within this report will secure the site for 25 years. There is a risk that the site will revert to the landowner at the end this period unless an extension of the lease or a purchase of the land is agreed. The likelihood of the landowner wishing to regain possession of the site is deemed low. The value of the site, and the potential for change of use from sports fields, will be dependent on the established usage as detailed at 5.2.4 above. Assuming that the site is operating successfully, there is unlikely to be potential for the landowner to pursue alternative uses and therefore they are unlikely to benefit from regaining possession of the site.

## 5.4 Corporate/Policy Implications

- 5.4.1 The proposals within this report will restore a historic site that will be used for educational and sporting purposes and provide a home for a community sports club on the West of the City. This will support City Plan objectives under Theme 1, Stronger and Connected Communities, Theme 3, A Healthy and Active City and Theme 5, Sustaining and Improving our Assets

## 5.5 Equality Implications

- 5.5.1 The design of the pavilion will provide accessible facilities.

## 5.6 Human Resources Implications

- 5.6.1 No significant implications arise from the content of this report.

## 5.7 Health and Safety Implications

5.7.1 The Council's standard contractual procedures will ensure appropriate health and safety standards are met.

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**Background Papers:** **None**