

MAIDSTONE BOROUGH COUNCIL
COBTREE MANOR ESTATE COMMITTEE
12TH NOVEMBER 2014
REPORT OF THE COBTREE OFFICER

Report prepared by Joanna Joyce

1. Cobtree Young Farmers

1.1 Issue for Decision

1.1.1 To consider the granting of a lease and management agreement in accordance with the attached Heads of Terms to the Cobtree Young Farmers (CYF), and the proposals for the renovation of the area at Kent Life which it is proposed be leased to CYF.

1.2 Recommendation of the Cobtree Officer

It is the recommendation of the Cobtree Officer:

1.2.1 That a lease and management agreement to Cobtree Young Farmers be approved in accordance with the attached Heads of Terms shown in **Appendix A;**

1.2.2 That Cobtree Young Farmers are given permission to carry out the renovations to the site to be leased as set out in **Appendix B**, subject to obtaining any other permission that may be required (these renovations being necessary for the re-location of CYF's current activities); and

1.2.3 That the Head of Legal Services be given authority to draft and complete the lease and management agreement to Cobtree Young Farmers, and seek the formal consent of Cobtree Charity Trust Limited and Kent County Council to this arrangement.

1.3 Reasons for Recommendation

1.3.1 The Cobtree Young Farmers have been part of Kent Life for many years originally helping to run the attraction, although this is now no longer needed as there is a management company in place. The Young Farmers group has continued on site and is a popular club with many children and young people enjoying learning about the animals. The

club would like to apply for external grant funding for various projects - however this has proven difficult as there is no security of tenure as they currently have no formal agreement allowing them to exist on site.

- 1.3.2 The Heads of Terms will ensure there is clarity amongst all the interested parties as to the the responsibilities of each group. The lease will give the Young Farmers security for their future operations, explain the position of the Cobtree Manor Estate Committee (CMET), and set out the role of CMET's managing agent at Kent Life (currently Continuum Kent Life Limited).
- 1.3.3 The site the Young Farmers occupy is a prime area in the centre of the attraction in the old farmyard and a place that CMET's managing agent would like to develop further visitor attractions. The move of the Young Farmers will enable this to happen.
- 1.3.4 The Young Farmers are requesting permission to carry out renovations to the TBR building to make a new club house and to improve the surrounding facilities. At present the clubroom is part of a series of small barns that surround the old farm yard on the main Kent Life site. This can cause issues as club members can be mistaken for staff by members of the public. As the site is now professionally managed there is no longer the need for them to be part of the main site, although members of the Young Farmers will continue to assist the general public where necessary in accordance with the proposed attached Heads of Terms.
- 1.3.5 The group already have existing facilities in the part of the site that it is proposed they move to. The move will enable them to operate from one area. It will also allow the operators of Kent Life to consider other uses for the existing area used by the Young Farmers which is in a highly used part of the main site.
- 1.3.6 As part of the proposed Heads of Terms, the Young Farmers will deliver 2 events (1 spring, 1 autumn, subject to animal movement restrictions) and an open day for the benefit of the Kent Life attraction in partnership with the Events Duty Manager. They will also provide a minimum of 100 volunteer hours to CMET or their managing agent in addition to the open day and events, in lieu of a rent payable.

1.4 Alternative Action and why not Recommended

- 1.4.1 The alternative is not to approve the Heads of Terms. This is not recommended as they also benefit CMET by setting out the Young Farmers responsibilities and ensuring that they give back to the site in terms of providing events, an open day and volunteering. At present

there is no legal requirement for them to give anything back to the Kent Life site in return for the operating of their club facilities on site.

- 1.4.2 The Committee could choose not to allow the Young Farmers to move to the one site and renovate the building. This is not recommended as their site on the main Kent Life attraction could be much better used by CMET's managing agent. There are also problems with the group on site being expected to work to the same standard as staff.

1.5 Impact on Charity Objectives

The governing object is stated as;

"To hold Cobtree Manor and Cobtree Manor Estate for the benefit of the inhabitants of Maidstone and other members of the general public in one or other or all of the following ways:

- i) By maintaining the Cobtree Manor Estate as an open space as defined by the Open Spaces Act 1906 and if the lessees think fit providing thereat facilities for organised games and other sports".
- ii) With the consent of ...[the Cobtree Charity Trust Limited and the Kent County Council]... in such other way for the benefit of the inhabitants of Maidstone and other members of the general public as the Council shall from time to time think appropriate."

- 1.5.1 Providing Heads of Terms for the Young Farmers and enabling them to move to one site with dedicated facilities directly supports the objects of the charity by supporting young people and encouraging good animal and land management. Ensuring there is an open day opens the facility to other young people to learn more, and volunteering hours and events enable them to contribute directly to CMET.

- 1.5.2 The consent of Cobtree Charity Trust limited and Kent County Council to the lease and management agreement will be required in accordance with the terms of the trust established by the July 1971 lease, but no difficulties are anticipated with that issue.

1.6 Risk Management

- 1.6.1 There are no additional risks arising from the report. It is a greater risk to allow Cobtree Young Farmers to continue on site with no formal agreement about their terms of operation, and where there can potentially be confusion for visiting members of the public as to whether they are Kent Life Staff or not.

1.7 Other Implications

1.7.1

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|----|---------------------------------------|---|
| 1. | Financial | X |
| 2. | Staffing | |
| 3. | Legal | X |
| 4. | Equality Impact Needs Assessment | |
| 5. | Environmental/Sustainable Development | |
| 6. | Community Safety | |
| 7. | Human Rights Act | |
| 8. | Procurement | |
| 9. | Asset Management | X |

1.7.2 There are minor financial implications as a small amount of money to fund project management of the move may be required, to enable the group to move this winter. This will be no greater than £2,000; this will be funded from the Kent Life operating budget.

1.7.3 There is a possibility if they do not receive sufficient grant money that the Young Farmers may come to CMET asking for further support. Any requests received would be brought back to the Committee for further consideration.

1.7.4 There will be a need to draw up suitable legal documentation.

1.7.5 The Young Farmers will have responsibility for any temporary buildings or structures they erect and for maintaining the condition of the existing buildings as evidenced by the conditions survey. They would also be responsible for obtaining planning permission and any other consents required as part of this.

1.8 Relevant Documents

1.8.1 Appendices

Appendix A Heads of Terms for the Cobtree Young Farmers.

Appendix B Information on the renovations and works to move the Young Farmers to one site.

1.8.2 Background Documents

None.

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| <u>IS THIS A KEY DECISION REPORT?</u> | | | |
| Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
| If yes, when did it first appear in the Forward Plan? | | | |
| This is a Key Decision because: | | | |
| | | | |
| Wards/Parishes affected: | | | |
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