

Meeting of the

KING GEORGE'S FIELD CHARITY BOARD

Wednesday, 6 April 2011 at 1.30 p.m.

A G E N D A

VENUE

Meeting Room M73, 7th Floor , Town Hall, Mulberry Place, 5 Clove
Crescent, London, E14 2BG

Members:

Mayor Lutfur Rahman	(Mayor)
Councillor Ohid Ahmed	(Deputy Mayor)
Councillor Alibor Choudhury	(Cabinet Member for Resources)
Councillor Rabina Khan	(Cabinet Member for Housing)
Councillor Rania Khan	(Cabinet Member for Regeneration)
Councillor Oliur Rahman	(Cabinet Member for Children's Services)

[Note: The quorum for this body is 3 Members].

If you require any further information relating to this meeting, would like to request a large print, Braille or audio version of this document, or would like to discuss access arrangements or any other special requirements, please contact: Zoe Folley Democratic Services,
Tel: 020 7364 4877, E-mail: zoe.folley@towerhamlets.gov.uk

LONDON BOROUGH OF TOWER HAMLETS

KING GEORGE'S FIELD CHARITY BOARD

Wednesday, 6 April 2011

1.30 p.m.

SECTION ONE

1. APOLOGIES FOR ABSENCE

To receive any apologies for absence.

2. DECLARATIONS OF INTEREST

To note any declarations of interest made by Members, including those restricting Members from voting on the questions detailed in Section 106 of the Local Government Finance Act, 1992. See attached note from the Chief Executive.

3. UNRESTRICTED MINUTES

To confirm as a correct record of the proceedings the unrestricted minutes of the meeting of the Board held on 28th July 2010.

PAGE NUMBER	WARD(S) AFFECTED
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3 - 6

4. REPORTS FOR CONSIDERATION

4 .1 **Stepney Green - Crossrail Update and Implications (KGFCB 005/1011)** (Pages 7 - 16)

4 .2 **Licensing the Ecology Pavilion as a venue for marriages and civil partnerships (KGFCB 006/1011)** (Pages 17 - 20)

5. EXCLUSION OF THE PRESS AND PUBLIC

In view of the contents of the remaining items on the agenda the Committee is recommended to adopt the following motion:

“That, under the provisions of Section 100A of the Local Government Act 1972, as amended by the Local Government (Access to Information) Act 1985, the press and public be excluded from the remainder of the meeting for the consideration of the Section Two business on the grounds that it contains information defined as Exempt in Part 1 of Schedule 12A to the Local Government Act, 1972.”

EXEMPT SECTION (Pink Papers)

The exempt committee papers in the agenda will contain information, which is commercially, legally or personally sensitive and should not be divulged to third parties. If you do not wish to retain these papers after the meeting, please hand them to the Committee Officer present.

	PAGE NUMBER	WARD(S) AFFECTED
6 .1 Leasing of Shop Unit under the Green Bridge, Mile End Park. (KGFCB 007/1011)	21 - 40	
7. ANY OTHER BUSINESS WHICH THE CHAIR CONSIDERS TO BE URGENT		

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Agenda Item 2

DECLARATIONS OF INTERESTS - NOTE FROM THE CHIEF EXECUTIVE

This note is guidance only. Members should consult the Council's Code of Conduct for further details. Note: Only Members can decide if they have an interest therefore they must make their own decision. If in doubt as to the nature of an interest it is advisable to seek advice **prior** to attending at a meeting.

Declaration of interests for Members

Where Members have a personal interest in any business of the authority as described in paragraph 4 of the Council's Code of Conduct (contained in part 5 of the Council's Constitution) then s/he must disclose this personal interest as in accordance with paragraph 5 of the Code. Members must disclose the existence and nature of the interest at the start of the meeting and certainly no later than the commencement of the item or where the interest becomes apparent.

You have a **personal interest** in any business of your authority where it relates to or is likely to affect:

- (a) An interest that you must **register**
- (b) An interest that is not on the register, but where the well-being or financial position of you, members of your family, or people with whom you have a close association, is likely to be affected by the business of your authority more than it would affect the majority of inhabitants of the ward affected by the decision.

Where a personal interest is declared a Member may stay and take part in the debate and decision on that item.

What constitutes a prejudicial interest? - Please refer to paragraph 6 of the adopted Code of Conduct.

Your personal interest will also be a prejudicial interest in a matter if (a), (b) and either (c) or (d) below apply:-

- (a) A member of the public, who knows the relevant facts, would reasonably think that your personal interests are so significant that it is likely to prejudice your judgment of the public interests; AND
- (b) The matter does not fall within one of the exempt categories of decision listed in paragraph 6.2 of the Code; AND EITHER
- (c) The matter affects your financial position or the financial interest of a body with which you are associated; or
- (d) The matter relates to the determination of a licensing or regulatory application

The key points to remember if you have a prejudicial interest in a matter being discussed at a meeting:-

- i. You must declare that you have a prejudicial interest, and the nature of that interest, as soon as that interest becomes apparent to you; and
- ii. You must leave the room for the duration of consideration and decision on the item and not seek to influence the debate or decision unless (iv) below applies; and

- iii. You must not seek to improperly influence a decision in which you have a prejudicial interest.
- iv. If Members of the public are allowed to speak or make representations at the meeting, give evidence or answer questions about the matter, by statutory right or otherwise (e.g. planning or licensing committees), you can declare your prejudicial interest but make representations. However, you must immediately leave the room once you have finished your representations and answered questions (if any). You cannot remain in the meeting or in the public gallery during the debate or decision on the matter.

LONDON BOROUGH OF TOWER HAMLETS

MINUTES OF THE KING GEORGE'S FIELD CHARITY BOARD

HELD AT 6:30PM ON WEDNESDAY, 28 JULY 2010

**ROOM M72, 7TH FLOOR TOWN HALL, MULBERRY PLACE, 5 CLOVE
CRESCENT, LONDON, E14 2BG**

Members Present:

Councillor Shahed Ali	(Lead Member, Environment)
Councillor David Edgar	(Lead Member, Resources)
Councillor Sirajul Islam	(Lead Member, Regeneration and Employment)
Councillor Denise Jones	(Lead Member, Culture and Creative Industries)
Councillor Joshua Peck	(Deputy Leader of the Council)
Councillor Rachael Saunders	(Lead Member, Health and Wellbeing)

Other Councillors Present:

Officers Present:

Michael Rosen	(Director, Mile End Park)
Luke Cully	(Directorate Finance Manager, Environment & Culture)
Jill Bell	(Legal officer)
Caroline Chalklin	(Democratic Services Officer)

1. ELECTION OF CHAIR FOR THE MUNICIPAL YEAR 2010/2011

Councillor Helal Abbas was elected Chair at the previous meeting.

2. ELECTION OF VICE - CHAIR FOR THE MUNICIPAL YEAR 2010/2011

Councillor Joshua Peck was elected Vice-Chair at the previous meeting.

Councillor Peck in the Chair

3. APOLOGIES FOR ABSENCE

Apologies were received from Councillors Helal Abbas, Shiria Khatun, Abdal Ullah and Marc Francis.

4. DECLARATIONS OF INTEREST

Councillor Denise Jones declared a non-prejudicial personal interest as a member of the Mile End Partnership Board.

5. UNRESTRICTED MINUTES

RESOLVED

That the unrestricted minutes of the King George's Fields Charity Board meeting held on 6th January 2010 be approved and signed by the Chair as a correct record of the proceedings.

6. REPORTS FOR CONSIDERATION

6.1 Terms Of Reference Report (KGFCB 002/1011)

RESOLVED

- I. That the Terms of Reference, Membership and Quorum of the King George's Fields Charity Board be noted.
- II. That the dates of meetings during the current Municipal Year be noted;
- III. That the start time of meetings be provisionally set at 6.30pm.

6.2 King George's Field Charity Board Annual Accounts 2009/2010 (KGFCB 003/1011)

Mr Cully introduced the Annual Accounts and report for the 2009-10 financial year. He directed the Board's attention to the overspend on Mile End Park, and explained that this was offset by a surplus in the 2008-09 financial year.

Board members made a number of points, including:

- Councillor Jones expressed annoyance at the length of time taken to let the empty premises formerly occupied by the 'Venus' nightspot
- Councillor Edgar said that the Charity's income stream was now negative, due to the loss of income from the Mile End Park shops.
- Councillor Peck noted that it was difficult to manage a fluctuating income. The Ecology Pavilion was being used for weddings and for examinations. The cost of events was now being scaled down: the 'Park Life' event only cost £350. It was commendable that officers were working to get money in for the Charity
- Councillor Peck also asked about the fate of the 'Palm Tree'. Officers explained that an order had been made by the court for the car park to be shared equally between Barrett's and park users. However, Barrett's now wanted to vary the order, and alleged that they did not agree the settlement at the time, despite being in court when the settlement was agreed. A path has been put in round the gate, using bark chippings; an asphalt path would cost £15,000

RESOLVED

- I. That the annual report and accounts for the King George's Field, Mile End charity (registered number 1077895) for the 2009-2010 financial year as set out in Appendix 1 of the report (6.2) be agreed;
- II. That the annual report and accounts for the King George's Field, Tredegar Square charity (registered number 1088999) for the 2009-2010 financial year as set out in Appendix 2 of the report (6.2) be agreed;
- III. That the Chair of the Board be authorised to sign the annual reports and accounts for submission to the Charity Commission.

6.3 Fees and Charges (KGFCB 004/1011)

Mr Michael Rowan introduced the reportThe Charity's fees and charges are based on what the current market will bear. Some events have not been done before, so the fees are unknown. Attempts are being made to reduce the Art Pavilion costs.

RESOLVED

- I. That the Charity Board agree the list of fees and charges with effect from 1st October 2010;
- II. That the Charity Board agreed to give the Director of Mile End Park delegated authority to negotiate fees for any bookings that are not contained within the list of fees and charges; and
- III. That the Charity Board agreed to give the Director of Mile End delegated authority to negotiate bookings that offer a clear opportunity cost ie the time scale or scale of the event offers an opportunity to bring revenue to the park that would otherwise be lost. This might include the opportunity to utilise a building that would otherwise be empty and therefore not earning money

7. EXCLUSION OF THE PRESS AND PUBLIC

Nil

8. EXEMPT MINUTES

Nil

9. ANY OTHER BUSINESS WHICH THE CHAIR CONSIDERS TO BE URGENT

The meeting ended at 6:50pm

Signed

Chair, King George's Charity Board

Agenda Item 4.1

Committee: King George's Fields Charity Board	Date: 6 th April 2011	Classification: Unrestricted	Report No: (KGFCB 005/1011)	Agenda Item:
Report of: Owen Whalley – Head of Major Projects, Development and Renewal		Title: Stepney Green – Crossrail Update and Implications		
Originating officer(s) Bob Bennett – Crossrail Project Manager		Wards Affected: Stepney Green		

1. SUMMARY

- 1.1. At the last meeting of the Board held on 5th January 2010 officers provided an update on the Crossrail proposals at Stepney Green as they affected both the Park and football pitch as well as Stepping Stones Farm. In that report it was noted that the football pitch would no longer be directly affected by the Crossrail works but that the western third of Stepping Stones Farm would be required by the construction works. Since that time detailed proposals for the construction works have been developed and design proposals for the head house building above the Intervention shaft have been presented to the Council. At the beginning of the year Crossrail took formal possession of the area required for construction works.
- 1.2. The report also provided information on the significant progress being made by the new Charitable Company now occupying and managing the Farm site. Since that time Phase 1 of the Crossrail mitigation works have been completed, and Phase 2 has been approved in principle. In respect to the management of the Farm, the Company has now secured Charitable Status and are now known as the Stepney City Farm Ltd , a company limited by guarantee (Company registration No 06855753) . The Charity has also been very successful in fund raising which has effectively removed from the Council any financial responsibility arising from the operation and running of the Farm.
- 1.3. This report provides a further update on the Crossrail proposals for Stepney Green, an update on the mitigation works and puts forward a recommendation that the Stepney City Farm Charity be granted a licence to occupy and manage the Farm until the completion of the Phase 2 mitigation works at which time it is hoped that the Charity could be granted a formal lease

2. RECOMMENDATIONS

The Board is recommended to:-

- 2.1 Note the progress on the Crossrail works at Stepney Green Park and Stepping Stones Farm as described in section 3 of the report
- 2.2 Note the impacts of Crossrail on the Trust lands at Stepney Green and give guidance to officers on the proposed mitigation measures
- 2.3 Agree to the grant of a Licence for a period of 12 months to the Stepney City Farm Ltd to occupy and manage Stepping Stones Farm excluding that part required for the Crossrail Phase 2 works as shown on appendix 1(to be circulated at the meeting)and that subject to the satisfactory completion of the Stage 2 works, delegate to the Corporate Director Communities, Localities and Culture the granting of a formal lease to Stepney City Farm.

3. BACKGROUND

- 3.1 Since the last meeting considerable progress has been made on both the proposals for the design of the head house structure above the Stepney Green shaft and the actual site construction arrangements. Furthermore Schedule 7 planning applications have been submitted for both the design of the shaft and the construction arrangements which are discussed further below.

Stepney Green Shaft construction arrangements

- 3.2. The main purpose of the works is to construct the junction between the central section of Crossrail and the branches to Stratford and Abbey Wood. The site will also be a tunnel launch site for the section of tunnel running between Stepney Green and Pudding Mill Lane. Once the shaft has been excavated and the tunnelling machines launched, all the spoil from the tunnel will be removed through the tunnels back to the Limmo Peninsula Worksite in Newham. In addition following completion of the tunnelling works, an emergency intervention and ventilation shaft will need to be built above the running tunnels.
- 3.3 Crossrail has now submitted the Schedule 7 planning application for the construction arrangements and has also appointed the contractors who will construct the shaft itself. The construction site comprises that part of Stepney Green Park located between the boundary of the football pitch and Garden street, together with the western third of Stepney City Farm which is primarily being used for the grazing by the farms animals. Advanced enabling works comprising the diversion of a sewer and water services, and the re-routing of electricity cables are now taking place and Garden Street has been closed to facilitate this work. In addition archaeological investigations have been taking

place. The contractors envisage taking over the main site towards the end of March 2011.

Stepney Green Shaft Design

- 3.4 Crossrail has now submitted a draft Schedule 7 Plans and Specification Planning Application for the detail design of the Intervention Shaft at Stepney Green. The structure will provide emergency access and ventilation for the Crossrail tunnels, and also includes provision for large electrical transformers providing power to the trains. The emergency escape route from the exits at shaft will be onto the football pitch at Stepney Green.
- 3.5 The building is located on the part of the park between Garden Street and the football pitch and is 46 metres in length and between 8 and 10 metres in width and has a site area of 611m². Compared to the original proposals the shaft structure has been reduced in height and now has a maximum height of 7.9 Metres with a majority being 4.7 metres in height. Whilst officers consider the actual design in visual terms to be acceptable, there are still considerable concern about the impact of the bulk and massing of the shaft structure on the visual and functional amenities of the park.

4. IMPACTS ON STEPNEY GREEN PARK & STEPNEY CITY FARM

Stepney Green Park

- 4.1 The impacts on the park are both temporary and permanent. In terms of the temporary impacts the area of the park between the football pitch and Garden Street will be use as a construction site for the next 5 years. All trees and shrubs within the existing park will need to be removed together with the existing playground. In addition because of the need to excavate beneath the football pitch, Crossrail anticipates that settlement will occur which would make the football pitch unusable. As a result Crossrail have agreed to relay the football pitch following completion of the excavation works but this will result in the football pitch being unavailable for up to six months whilst the re-construction takes place.
- 4.2 In terms of permanent impacts there will be a significant lost of public open space since the Headhouse has an area of 611 m² which would no longer be available for public use. There will also be a significant loss of visual amenity as a result of the construction of the Headhouse above the intervention shaft. As described above the Headhouse is a very bulky structure and notwithstanding the quality of its design will have a significant adverse impact on the openness of the park. In addition the area between the Headhouse and the football pitch boundary will need to be secured and exclude the public partly because emergency excavation routes will cross the area into the football pitch, and partly because the area will become potentially unsafe because it would not be visible from public areas.

Stepney City Farm

- 4.3 As indicated earlier the Crossrail works will necessitate the temporary loss of the western third of the Farm that is mainly used for grazing. In addition there were a number of buildings located on King John Street and used by the Farm which Crossrail has now demolished. During the next 5 years the main impacts are likely to result from the construction activities themselves which will be taken place immediately on the boundary with the Farm albeit being separated by solid construction hoardings. However, unlike the impact on Stepney Green Park there will be no permanent impacts since the Farm could be reinstated with its present boundaries on completion of the Crossrail works subject to further decisions by Members.
- 4.4 As compensation for the loss of grazing land, Crossrail undertook mitigation works at the Farm in advance of taking possession of the western third of the Farm. These Phase 1 Works comprised the relocation of the allotment boxes to a more central location in the middle of the Farm, the construction of new fencing and reseeding of all the grazing fields, the erection of animal shelters in each of the fields, and the construction of a path running on the boundary of the Farm. It is evident that the mitigation works have resulted in a significant improvement in the operation and appearance of the Farm site. These Phase 1 Works will be followed in May 2011 by the Phase 2 works which will comprise the erection of a large Barn to house the animals in the winter, together with a rural craft centre provided to compensate for the loss of various buildings on the Farm.

5 MATTERS FOR CONSIDERATION

Mitigation of Crossrail impacts

- 5.1 As will be apparent from the previous section Crossrail are carrying out significant work to mitigate the impact of the construction works on Stepney City Farm. The outcome of the works once completed is that the Farm will be able to continue to operate in a sustainable and effective manner both during the period of Crossrail works and afterwards once the works have been completed. Furthermore the Farm could continue to operate on its reduced current site without adversely affecting its viability or attraction to the public.
- 5.2 However This is not the situation in respect to Stepney Green Park where as well as the temporary loss of open space during the construction period, there will be a permanent loss arising from the presence of the head house to the intervention shaft and its ancillary facilities which will reduce the amount of open space available to the public. In addition there will be an adverse visual impact as described above. The only mitigation being offered by Crossrail is the reconstruction of the football pitch following completion of the construction works

which is likely to become necessary because of unacceptable levels of settlement.

- 5.3. Although compensation for the loss of open space is theoretically payable, the amount is likely to be very limited because the land is dedicated as open space. In any case so far as the King George's Field Trust is concerned the objective of the Trust is to maintain and enhance the playing fields for which it has responsibility rather than receive a capital income. As Members will also be aware the aims and objectives of the Trusts preclude it from disposing any land without compensatory re-provision. Officers have therefore been considering alternative locations for compensating for the loss of Trust land, as well as considering other options for meeting the Trust's charitable objectives. Members views are therefore requested on their views about the importance of asking for replacement land rather than financial compensation

Management of the Farm

- 5.4. As was recognised in the report to the Board in January 2010, the original charity occupying the Farm has now had their occupation terminated, but the current occupiers, Stepney City Farm have no legal interest in the Farm. This has meant that by default, the King George's Field Trust now has legal and financial responsibility for the operation of the Farm.
- 5.5. In respect to the potential financial responsibilities, the Board also agreed to request that Council investigate funding streams to contribute to the potential £20,000 per annum running costs of the Farm. In the event, the Stepney City Farm's success in fundraising has at least temporarily removed the need to set aside funding to manage the Farm. However, the lack of any formal lease or legal title means that legal responsibility for the Farm still remains with the King George's Field Trust which is clearly not a satisfactory situation.
- 5.6. For the past 15 months, the Stepney City Farm Charity has continued to manage the Farm on a day to day basis, assisted in part by the Council's adviser, Mike Daligan, who has continued to ensure that the King George's Field Trust interest as land owner have been protected. Despite the disruption caused by the Crossrail works, the Farm has remained open to the public at weekends and during the week has organised visits from the local schools and other local organisations such as APASENTH. The Farm also has a large pool of volunteers who carry out work at the Farm and now also organises Corporate Volunteering days for international companies including Rothschilds, HSBC and Lloyds who make a financial donation to the Farm, and whose staff undertake volunteering work at the Farm.
- 5.7. The Charity has 4 trustees registered with the Charity Commission and a formal management structure with a board of directors comprising 6 local people together with a number of sub-committees. The board has also now adopted a

full range of management procedures and policies which deal with such matters as equal opportunities, farm code of conduct, health and safety, financial procedures, child and vulnerable persons, animal welfare etc. The Farm is now also financially self sufficient having successfully secured grants of £30,000 per year for 3 years from the City Bridge Trust which will be used to fund a Project Manager who has just been recruited, and a grant for £20,000 per year for 3 years from the Tudor Trust which is being used for general running costs. In officers view the Stepney City Farm Charity is, in principle, now a sufficiently “fit organisation” to be given legal rights to occupy Stepping Stones Farm and manage it as a City Farm.

- 5.8 The Stage 2 mitigation works will not be completed for another 9 months or more for which Crossrail will require an extension of its license to enter onto the site to undertake the construction work. For this very practical reason, any legal rights granted to the Charity should be limited in the first instance both in relation the area of the Farm site covered, and the form of legal agreement.
- 5.9 In view of the above considerations it is considered that the optimum way of achieving the objectives of maintaining overall responsibility for the Phase 2 works on behalf of the Board, but devolving financial and legal responsibility for the running of the Farm to the Stepney City Farm would be to a grant a short term license which excludes the area to be included in the Phase 2 works. This would ensure that the Phase 2 works are completed in accordance with the original Parliamentary Undertakings, and the Boards interests as landowners fully protected.

6. COMMENTS OF THE CHIEF FINANCIAL OFFICER

- 6.1 This report provides an update on the implications for the Stepney Green Park and Stepping Stones Farm of the on-going Crossrail project.
- 6.2 Previous reports have highlighted that all costs associated with the reconfiguration of the farm to accommodate the construction works, and any necessary reinstatement to the farm on completion of the works, are being fully funded by Crossrail. In addition, the Council will be fully recompensed for income that it will lose through the inability to rent the football pitch during the construction period and, on completion of the works, Crossrail will fully fund the reprovision of the pitch.
- 6.3 The proposals submitted for the construction of the intervention shaft will result in a loss of Council open space. Compensation arrangements are currently being discussed with Crossrail to mitigate this loss (paragraph 5.3).
- 6.4 The farm is managed by the Stepney City Farm Charity, assisted by a Council advisor. The costs of the advisor are met by Crossrail.

- 6.5 Previous reports requested that the Council be approached to provide or seek funding to underwrite the day to day running costs of the farm (estimated at £20,000 per annum). At the time it was advised that the availability of this funding would be a matter for the Council to determine, but it was recommended that the Board continue to seek alternative funding sources for these costs. This continues to be the case, but it is noted that the Charity has been very successful in raising external funding support and has generated sufficient resources to be operating on a self-sufficient basis. To support the running of the farm, it is proposed that a short term licence for the farm site be granted to the Charity. There are no direct financial implications for the Authority arising from this proposal.

7 CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL)

- 7.1. The granting of a licence to Stepney City Farm Ltd , a charitable company limited by guarantee will regularise the current position regarding occupation of that part of the farm which is available pending completion of the Phase 2 Crossrail works on the land. At the conclusion of those works consideration can be given to a more permanent arrangement for the letting of the land.
- 7.2. By virtue of the Crossrail Act 2008 the Crossrail project has powers to compulsorily acquire land including open space. They are required to compensate owners in accordance with the Land Compensation Act 1961 but in the Crossrail Environmental Statement (2007) they have made it clear that although they will work to minimise the impact of Crossrail's permanent infrastructure on public open spaces, they will not undertake to replace it. The Secretary of State's powers are exercised by Transport for London by virtue of the Crossrail (Devolution of Functions) Order 2010. A special case would need to be put forward by the Trust if it required Crossrail to provide replacement land.

8. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT

- 8.1 The Council's role as trustee of the charities referred to in this report must be exercised having regard to the objects, powers and limitations in the governing documents. The Council is not, in exercising the functions of trustee, necessarily free to pursue its own goals for sustainable action, whether expressed in the Community Plan, or otherwise. The Council's discharge of its trustee duties may incidentally, and perhaps will likely, contribute to sustainable action for a greener environment through the maintenance of the allotments in perpetuity.

9. RISK MANAGEMENT IMPLICATIONS

- 9.1 It is important that the Council carries out its role as trustee of the charities

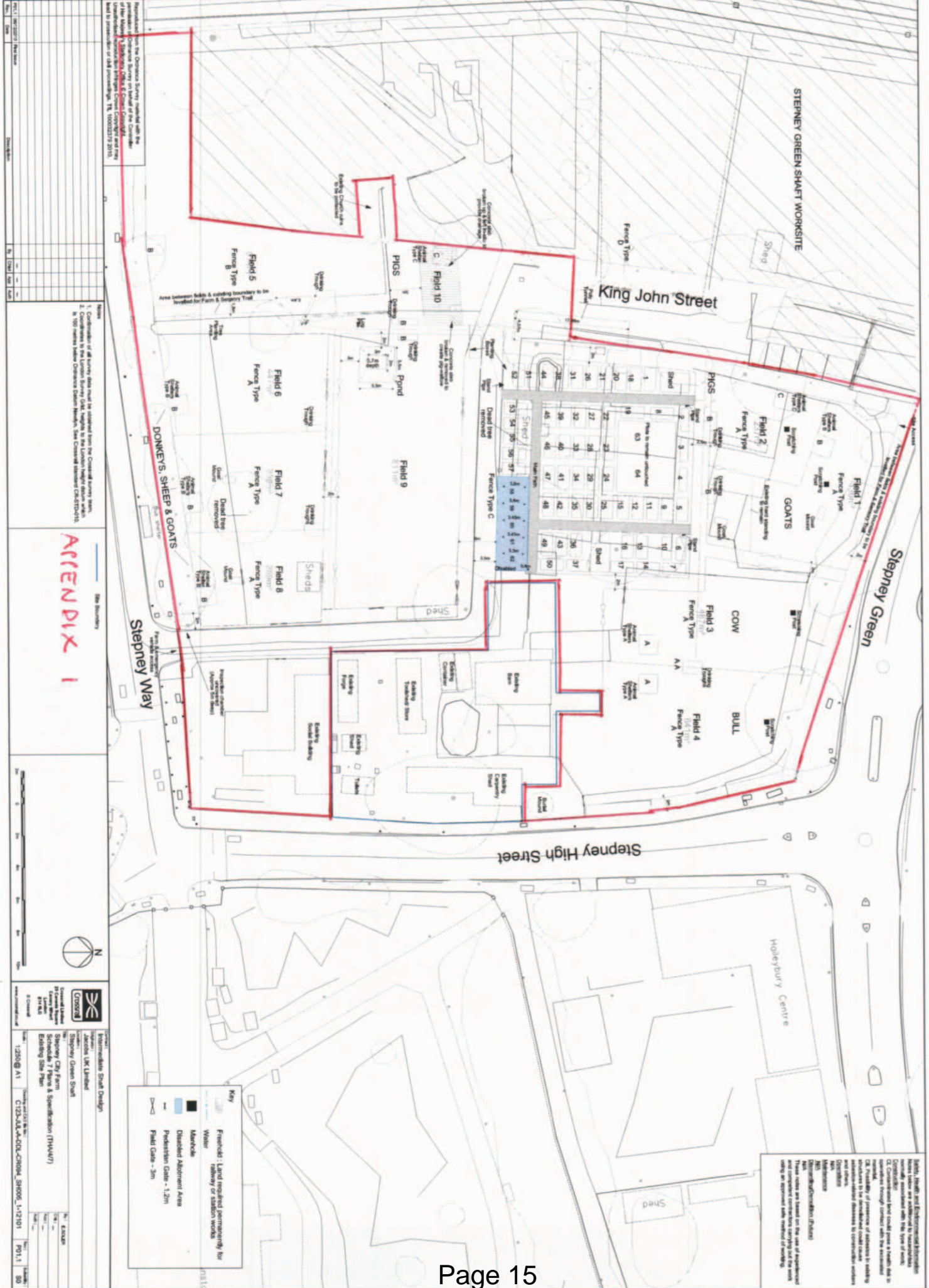
according to law. Failure to do so may result in legal action or public criticism. That risk is assessed as low, but the purpose of this and related reports is to ensure that the Board is aware of its obligations in carrying out the Council's trustee function and is satisfied that the function is being properly exercised.

10. **EFFICIENCY STATEMENT**

- 10.1 As noted in paragraph above Crossrail has now formally taken possession of that part of Stepney Green Park and Stepney City Farm required for the 5 year construction period. This has reduced the amount of land for which the council is responsible for managing which result in some short term cost savings. Once that land is returned to the council, officers will need to ensure that its reinstatement minimises future maintenance costs. The granting of a license to Stepney City Farm Charity will reduce the council's legal and financial responsibilities in the short term, and the long term following the grant of a full lease as set out in the recommendations.

**Local Government Act, 1972 Section 100D (As amended)
List of "Background Papers" used in the preparation of this report**

Brief description of "background papers"	Name and telephone number of holder and address where open to inspection.
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APPENDIX I



Key

- Fenced: Land required permanently for
- Water: Water
- Membale: Membale
- Disused Alignment Area: Disused Alignment Area
- Predition Gate - 1.2m: Predition Gate - 1.2m
- Field Gate - 3m: Field Gate - 3m

Notes, Plans and Electronic Drawings
 These are intended for use only for the purpose of the project and are not to be used for any other purpose.
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 The user must ensure that the software is used in accordance with the applicable data protection regulations.
 The user must ensure that the software is used in accordance with the applicable intellectual property regulations.
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Agenda Item 4.2

Committee/Meeting: King George's Fields Charity Board	Date: 06.04.11	Classification: Unrestricted	Report No: (KGFCB 006/1011)
Report of: Corporate Director Communities, Localities and Culture Originating officer(s) Michael Rowan Director of Mile End Park	Title: Licensing the Ecology Pavilion as a venue for marriages and civil partnerships Ward(s): Wards Affected: n/a		

Lead Member	n/a
Community Plan Theme	A great place to live
Strategic Priority	Support vibrant town centres and a cleaner safer public realm

1. **SUMMARY**

- 1.1. As part of a strategy to increase revenue from the use of the buildings within the park the Ecology Pavilion was adapted to operate more effectively as a venue for wedding receptions etc.
- 1.2. An increasing number of enquiries from potential clients ask if the Pavilion is licensed for holding marriages and civil partnership ceremonies.
- 1.3. It is anticipated that by having a licence for the holding marriage ceremonies the Pavilion will be more competitive in the market place and will potentially increase the number of bookings or the duration of the bookings.

2. DECISIONS REQUIRED

That the King George's Fields Charity Board –

- 2.1 Agree that an application is made in the name of the charity to licence the Ecology Pavilion as a venue for marriage and civil partnerships

3. REASONS FOR THE DECISIONS

- 3.1 If the application is successful it is likely that there will be a positive rise in bookings and the amount of revenue raised from each booking

4. ALTERNATIVE OPTIONS

- 4.1 To continue to offer the Ecology Pavilion as a venue for receptions only.

5. BACKGROUND

- 5.1 Since April 1995, it has been possible to arrange for civil ceremonies to take place at certain venues other than a register office. These other venues are officially known as approved premises but are more commonly known as licensed venues. Buildings such as hotels, castles, stately and country homes can now be licensed to allow civil marriage ceremonies to take place on their premises.
- 5.2 The marriage ceremony at a licensed venue is a civil ceremony. No religious content whatsoever is allowed. However, the ceremony can be more romantic and leisurely than in a register office and it can be as formal or casual as desired by the participants.
- 5.3 The legal requirements for getting married at a Licensed Venue are the same as those for getting married by civil ceremony at a register office but with the added requirement of having to arrange for a registrar's attendance at the venue.
- 5.4 The cost of applying for the license is £800.00 and is valid for three years.
- 5.5 The venue has been visited by the registrar and it was felt that should an application be made it would be highly likely to be successful.

6. COMMENTS OF THE CHIEF FINANCIAL OFFICER

- 6.1 This report seeks the King George's Fields Charity Board approval for an application to be made for a licence to allow the Mile End Park Ecology

Pavilion to hold marriages and civil partnership ceremonies. As outlined within the report, if the Charity Board agree to this and the application is successful it is anticipated that bookings for the facility will increase as will the amount of revenue raised. This would contribute to sustaining the overall financial position of the park.

7. CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL SERVICES)

- 7.1 The Marriages Act 1994 introduced the power to licence premises other than Churches or register Offices for the celebration of marriages. The registration is governed by the Marriages and Civil Partnerships (Approved Premises) Regulations 2005. The Ecology Pavilion will need to satisfy the requirements of the regulations and planning permission may be required for a change of use depending on the number of days the activity will take place.
- 7.2 The application must be made in the name of the Trustees and will be subject to public consultation. A notice has to be placed in a local newspaper giving details of the application for registration and inviting objections to the registration.
- 7.3 Any income and expenditure made from the activity will belong to the Trust and not the Council.

8. ONE TOWER HAMLETS CONSIDERATIONS

- 8.1 The use of the building for those people wishing to take part in a none religious ceremony is part of the equalities agenda, particularly the ability to hold civil partnerships which currently is only available to same sex couples.

9. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT

- 9.1 The Ecology Pavilion was designed and built to a specification directed towards sustainability e.g. the natural insulation surrounding the building.

10. RISK MANAGEMENT IMPLICATIONS

- 10.1 There are no significant risks identified within this report.

11. CRIME AND DISORDER REDUCTION IMPLICATIONS

- 11.1 There are no crime and disorder reduction implications arising out of this report.

12. EFFICIENCY STATEMENT

12.1 There are no relevant efficiency issues arising in the context of the board's decision.

14. APPENDICES

15. None

**Local Government Act, 1972 Section 100D (As amended)
List of "Background Papers" used in the preparation of this report**

Brief description of "background papers"

Name and telephone number of holder and address where open to inspection.

None

N/A

Agenda Item 6.1

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
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