



## **ADVANCED PUBLICATION OF REPORTS**

This publication gives five clear working days' notice of the decisions listed below.

These decisions are due to be signed by individual Cabinet Members  
and operational key decision makers.

Once signed all decisions will be published on the Council's  
Publication of Decisions List.

1. **PROCURING A COUNCIL WATER CONTRACT FOR CORPORATE AND  
HOUSING SUPPLIES TO APRIL 2026** (Pages 1 - 8)
2. **LEASING OF WHITEWEBBS PARK GOLF COURSE** (Pages 9 - 240)

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**London Borough of Enfield****Operational Report**

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**Subject:** Procuring a Council Water contract for Corporate and Housing supplies to April 2026

**Executive Director:** Sarah Cary

**Wards:** All

**Key Decision:** KD 4601

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**Purpose of Report**

1. To agree that the Council joins a consortium and uses an existing framework contract to procure the supply of water and collection of waste water
2. To agree to a fixed contract period of two years, with the option to exit after an initial two years, or the opportunity to extend this by a further two years (subject to supplier performance and prices remaining competitive), with an overall estimated total contract cost of £1,800,000 (based on full 4 year term from 1<sup>st</sup> May 2022 – 30<sup>th</sup> April 2026).
3. The proposals set out in this report offer both best value and an effective way to secure the necessary supplies and services.

**Proposal(s)**

4. That the Council procures water supplies and the collection of waste water services through LASER ENERGY Ltd (Local Authorities South East Region Energy Ltd) as part of a consortium made up of 5 London local authorities (Barking and Dagenham, Hertfordshire County Council, Camden Council, Hillingdon Council and Enfield Council).
5. LASER was established as part of Kent County Council Commercial Services in 1989, in response to the increasing competitiveness of the deregulated energy markets and now provides complete energy solutions to 110 Local Authorities and other Public Sector bodies throughout the UK.
6. LASER has established an OJEU compliant Framework agreement for the supply of water, sewerage and additional services. The framework is available for all areas of England and accessible by all public sector bodies.
7. LASER will lead in the development and completion of a mini-tender from this Framework for 5 Local Authorities including Enfield. LASER will charge an admin cost of 1% of the total water charge, which will be applied to all supplies where all 5 authorities in the steering group join from project

commencement. In the event that some authorities do not proceed, this charge will be revised.

8. LASER will assist in managing the contract, supporting KPIs, report data and hold Enfield data via our established database known as Systems Link.
9. By joining a consortium of Local Authorities, Enfield Council will reduce procurement administration and gain benefits from collaborative working.
10. The intention is to appoint a single waste and water retailer awarded through the LASER Framework Agreement and for a fixed term contract of 2 + 2 years (1<sup>st</sup> May 2022 – 30<sup>th</sup> April 2026). If notice is not given to leave at the end of the first two years, the contract will roll forward for an additional 2 years.

### **Reason for Proposal(s)**

11. The Council has around 183 corporate water supplies, which cover a range of buildings including office sites, parks and housing communal areas. The Council, as corporate landlord is required to provide water supplies and waste water collection services, which it does by appointing a suitable supplier. The current contract is due to end 30 April 2022 and an opportunity has been identified to form a consortium with other London local authorities to jointly procure a supplier.
12. Enfield will benefit from working as part of a joint Local Authority collective enabling the sharing of best practice and experience to procuring through collaborative working/knowledge sharing to achieve effective procurement administration cost reduction and quality assurance. This will result in an improved mini tender, contract result and contract management. By sharing experience in this emerging market, it will be easier to achieve a better shared objective by speaking with one voice, sharing best practices and learning from each other's expertise.
13. Enfield has an established and successful relationship with LASER. LASER's success and reputation has helped it to grow organically to its current position serving 110 public sector customers. LASER has over 25 years' experience buying and managing utilities for Public Sector organisations. LASER has become one of the leading procurement and utility management service providers in the UK and work with many public sector bodies including NHS Trusts, Universities & Colleges, Local Authorities and Housing Associations. LASER provide excellent customer service with dedicated customer relationship teams, regular customer communication on industry legislation, news and energy updates. LASER has also developed an established relationship with leading energy suppliers throughout the UK.
14. It is worth noting that the proposed approach to procurement of a longer term water contract has been facilitated by the insourcing of Enfield Council's water management function. This has provided the technical resources required to assess different options and prepare the documentation required. It has also allowed greater flexibility in the approach taken and has ensured that any benefits accrued will be wholly retained by the Council.



## **Relevance to the Council Plan**

### **15. Modern Council - Financial resilience and good governance**

The proposal will support the 2020-22 Council Plan and help:

- Target resources smartly and reinvest income to deliver excellent value for money in all that we do. The recommended decision delivers value for money by using a recognised procurement framework.
- Ensure that all decisions we make will help us to become carbon neutral; create good health for local people; safeguard children and vulnerable adults; enhance equality of opportunity and tackle discrimination and inequality whilst providing value for money.

## **Background**

16. Enfield Council has approximately 184 Water meters of the current portfolio. The current annual spend for water is £450,000 per annum This includes corporate buildings and elements of Housing but excludes schools. We are proposing a contract period of 2 + 2 Years (1<sup>st</sup> May 2022 – 30<sup>th</sup> April 2026), overall total contract cost £1,800,000.

## **Main Considerations for the Council**

17. The council has a duty to supply Water services to corporate and housing services to maintain the safe use of the buildings.

## **Safeguarding Implications**

18. No direct implications have been identified.

## **Public Health Implications**

19. Water is fundamental to life and the management of waste water led to the building of the Victorian water systems. Today management should include consideration of the management of a scarce resource as well as reducing and stopping carbon emissions.

## **Equalities Impact of the Proposal**

20. Given that this procurement relates to water supplies for Enfield Council, an EqlA has been undertaken. This identifies that providing a water and wastewater service is an essential service but without any significant EqlA impacts.

## **Environmental and Climate Change Considerations**

21. The proposals are likely to have positive impacts:

- Improved water management, including additional metering, should lead to a reduction in the Council's estimated 47.9 tCO<sub>2</sub>e of emissions arising from the corporate water supply.
- More detailed information about the Council's water supply will be the basis for identifying measures to manage consumption, with the potential for targets to be set in respect of reducing carbon emissions.
- Reducing water consumption will mitigate against water stress. London is an area where water stress is a potential issue due to climate change and increased levels of consumption arising from a growing population.

### **Risks that may arise if the proposed decision and related work is not taken**

22. *Budget* - Failure to seek a contracted solution will lead to the Council continuing to pay above contract rates and negate the service benefits achieved through collaborative working.

*Sustainability* – Failure to seek a contracted solution with elevated sustainability and improved service levels will likely miss opportunities for resource and water savings.

23. If Enfield Council decides to decline the mini tender result, we will be liable to pay a one-off service fee of £1,000 to LASER. Enfield Council will then have to commence a separate individual procurement to secure a contract for water and wastewater supply at greater cost to the council. If the mini tender proposal is deemed as 'not fit for purpose' Enfield council will not commit.

### **Risks that may arise if the proposed decision is taken and actions that will be taken to manage these risks**

24. Risks under a water contract are minimal as it's an essential service, however underachieving SLAs could potentially damage the Council's reputation. This will be mitigated by the management of the contract.

25. Consideration has been given as to the potential for a supplier to fail. As the table below shows (sourced online) this is unlikely given the financial stability of the suppliers that will be bidding. Even if they do fail another supplier would be expected to take on the supply so there would not be disruption to service.

*Existing suppliers of the LASER framework*

| <b>Potential Bidding Suppliers</b> | <b>Total Assets</b> |
|------------------------------------|---------------------|
| Advanced Demand Side Management    | £616,662k           |
| Affinity Water                     | £195.9M             |
| Anglian Water Business             | £214M               |
| Business Stream                    | £262,000k           |
| Castle Water                       | £259.7M             |
| NWG                                | £227M               |
| Water Plus                         | £174.1M             |

## **Legal Implications Prepared by MA based on version of report circulated**

26. The Council has a power under section of the 111 Local Government Act 1972 to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions. The Council also has a general power of competence under section 1(1) of the Localism Act 2011 to do anything that individuals generally may do, provided it is not prohibited by legislation and subject to public law principles. The recommendations set out in this report are consistent with the Council's powers and duties. Section 1 of the Local Authorities (Goods and Services) Act 1970 (the "1970 Act") gives the Council power to enter into agreements with other local authorities and public bodies (as defined therein) for a profit. Before entering into such agreement, the Council must consider whether doing so will be likely to promote or improve the well-being of their area and/or persons within that area.
27. The proposals in the report will lead to the award of an above threshold contract under the Public Contracts Regulations 2015 (PCR 2015). The Council must therefore ensure that it complies with PCR 2015 and the Council's Contract Procedure Rules (CPRs) prior to the award of the contract for stage one, and the approval of the Procurement and Commissioning Board must be obtained. Calling off from an existing Framework agreement is in accordance with PCR 2015 and the CPRs. However, a due diligence exercise must be carried out by the Procurement and Commissioning Hub (P&C Hub) prior to calling off from a Framework and the Council must be clearly identified as a contracting authority able to use the Framework when the Framework was set up. As the Council joins a consortium of other users Services should also refer to the Partnership Procedure Rules, when entering any partnership arrangement.
28. Regulation 33(6) PCR 2015 provides that contracts based on frameworks may under no circumstances entail substantial modifications to the terms laid down in that Framework. Consequently, the contract award must be in accordance with the process set out in the Framework agreement and the terms of the call off contract (via mini competition or direct award) must be consistent with the framework terms. As the anticipated contract value exceeds £500,000 and will have a significant impact on the local community in one or more wards, this is a Key Decision and the Council must comply with the Key Decision procedure. All legal agreements arising from the matters described in this report must be approved in advance of contract commencement by the Director of Law and Governance Services. Contracts whose value exceeds £500,000 and over are required to be executed under seal. Officers should be mindful of the requirement to obtain a performance bond or parent company guarantee (or other form of 'sufficient security') for every contract exceeding £1,000,000 in value, except where the Executive Director of Resources approves the financial risk prior to any award (and in those circumstances, the relevant Authority Report must set out the reason why it is proposed that the contract should be awarded despite absence of security and what measures are to be taken to manage this risk (CPR 7).
29. The Council must comply with its obligations of obtaining best value, under the Local Government (Best Value Principles) Act 1999. The Council must keep a clear audit trail of its decision to award these services to demonstrate that best value has been, and will continue to be, obtained for the Council.
30. If the decision is taken to leave the contract after the initial 2 year period, officers must be mindful to comply with the relevant notice provisions contained within the contract in order to avoid the contract rolling forward automatically. Legal advice should be taken in those circumstances to ensure the notice is validly served.

## **Financial Implications**

31. Enfield Council's annual water and wastewater expenditure is currently approximately £450,000 which will be met from existing budgets.
32. With 90% of each sites bill being passed on to their fixed wholesaler, only 10% is currently being taken by the retailer. Maximum savings possible due to price reduction is expected to be in the region of a 5.5% discount on default tariffs. In order to cover LASER's costs of running the framework exercise, they will ask the retailer to build in 1% recovery of the total water and sewerage bill. The maximum net discount possible for Enfield Council is therefore expected to be around 4.5% of their total water bill. As the water market is still fairly new and stable, attaining this level of saving is positive.
33. In the event that Enfield Council does not sign a contract through the LASER framework, within 6 months of a mini tender being completed, an invoice will be charged by LASER to Enfield Council for £1000 to cover their administration costs.

## **Workforce Implications**

34. No direct implications have been identified.

## **Property Implications**

35. The proposals in this report will ensure that there will be a continued supply of water to the corporate building portfolio.
36. It is acknowledged that in order to better manage consumption, there is a need for improved information on corporate buildings, including in respect of meters. The Council needs to understand the location of existing meters and this will be collected as part of the floor plan and asset data collection as required for the new asset management system replacement, led by Strategic Property Services (SPS).
37. There will be some work required to install water meters and water saving measures. The appropriate budget will need to be identified and agreed as to where the cost of works will be paid from. Processes will need to be put in place between the Energy team and SPS to manage potential data changes as and when meters and water saving equipment is added or removed. Additionally, liaison and coordination will be needed with CMFM about any installation works as CMFM are responsible for water systems that are the responsibility of LBE. Similarly, liaison and coordination will be needed with SPS regarding any access and landlord & tenant issues that arise on properties that have third party occupiers.

## **Procurement Implications**

38. Any procurement must be undertaken in accordance with the Councils Contract Procedure Rules (CPR's) and the Public Contracts Regulations (2015).
39. The award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of executed contracts must be undertaken on the London Tenders Portal including future management of the contract.
40. All awarded projects must be promoted to Contracts Finder to comply with the Government's transparency requirements.
41. Where a contract has not been procured via the LTP, then the signed contract, call off agreement and supporting DAR etc, must be sent to [procurement.support@enfield.gov.uk](mailto:procurement.support@enfield.gov.uk) who will create a record in the LTP and promote to contract finder to ensure the Council meets its transparency obligations.
42. The CPR's state that contracts over £100,000 must have a nominated contract owner in the LTP, and for contracts over £500,000 there must be evidence of contract management, including, operations, commercial, financial checks (supplier resilience) and regular risk assessment uploaded into the LTP.
43. Contract over £100,000 or £1m works must go to the departmental procurement boards for approval.

### **Options Considered**

44. Yorkshire Purchasing Organisation (YPO) supplies products and services to a wide range of customers including schools, local authorities, charities, emergency services, public sector and other businesses such as nurseries and care homes. YPO are 100% publicly owned, by 13 local authorities.

YPO offer a contract with Wave Utilities which expires October 2024. Wave Utilities are the current Water supplier for Enfield Council. Whilst there are benefits in staying with Wave Utilities i.e. no transition period, cost effective and an established relationship there is no challenge or competition in terms of cost and ancillary service. For these reasons it is considered better for Enfield Council to commit to a mini-tender with LASER to broaden the competitive nature of the procurement.

45. The Council has also considered an independent procurement contract, however the administration in this is significantly higher than through a consortium nor would we gain the benefits from combined buying value especially where portfolios are relatively modest. Therefore, the recommendation would be to procure using the supporting existing LASER framework along with the 4 other Local Authorities to improve the buying power. This will also gain the benefit from the collaboration of working together to build services that efficiently address the needs of each Local Authority and achieve better terms and conditions of use, thereby maximising

value for money. Committing to an individual approach, the Council will lose out on the benefits of working collaboratively.

## Conclusions

46. By procuring in this manner Enfield Council will secure a robust contract with opportunities to achieve future water savings through ancillary service such as AMR. Through LASERs support we will also be kept up to date with any developments in this emerging market.
47. Looking ahead, the contract will also support the likely changes in how the Council operates over the next 12 months e.g., through the continuation of working from home and the Build the Change Programme which will affect the volume of water being consumed.

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Date of report 27/08/2021

## Confidential

Appendix A LASERs Procurement Proposal Document

## Background Papers

No background papers have been used.

***Please note Part 2 report is now confidential appendix.***

## **London Borough of Enfield**

### **Portfolio Report**

**Date:** 30 September 2021

**Report of:** Mark Bradbury – Director of Property & Economy

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**Subject:** Leasing of Whitewebbs Park Golf Course

**Cabinet Member:** Cllr Caliskan – Leader of the Council

**Executive Director:** Sarah Cary - Place

**Ward:** Chase

**Key Decision:** KD5177

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### **Purpose of Report**

1. This report details the marketing and evaluation process for the leasing of Whitewebbs Park and Golf Course (WPGC) and proposes the approval of an Agreement for Lease to the preferred bidder Tottenham Hotspur Ltd (THL) and subject to planning, grant of Lease.

### **Proposal**

2. To approve entering into an Agreement for Lease based on the heads of terms attached to the Confidential Appendix and subject to planning permission for the proposed use, the granting of a 25-year Lease for the area shown edged blue on the attached plan to THL.
3. To delegate authority to the Director of Property & Economy in consultation with the Director of Legal and Governance to make minor amendments to the heads of terms and to finalise the Agreement for Lease, Lease and associated documents, including such variations that may be necessary to cover existing third party rights affecting the site.
4. Note that all agreements to be entered into as contemplated by this report are to be approved in advance of commencement by Legal Services on behalf of the Director of Law and Governance.

### **Reasons for Proposals**

5. Following an extensive two stage marketing process THL's submission achieved the highest evaluation score. The bid was underpinned by a

masterplan which set out how the Council's objectives as set out during the marketing process would be achieved across the WPGC site.

6. The proposal would see part of the leased site used as a football academy and it is proposed that the remainder of the golf course area would be transformed to parkland with enhanced open access provided to all park users.
7. The proposal excludes the majority of Whitewebbs Wood and part of the golf course to the south of the woods. These areas will not be included in the leased area and will continue to be managed by the Council.
8. The following is a summary of the proposed improvement works to be carried out under the terms of the lease:
  - Creation of an Academy for Women's and Girls' Football;
  - Refurbishment and extension of the Northern Clubhouse to create an education centre for Women's and Girls' Football;
  - Reinstatement of parkland on the southern part of the golf course:
  - Tree surveys, habitat survey, hydrological survey and woodland management survey;
  - Improvements to Southern Clubhouse and car park to incorporate a new visitor centre, café and WCs and improved public car parking;
  - Expansion of a THFC Turf Academy, training the next generation of ground staff and greenkeepers in conjunction with other leading sports venues;
9. The proposal bid also outlined the provision of grassroots and community football coaching and other community engagement.
10. In addition to a rental income, the proposal will see an initial capital receipt or premium to the Council to facilitate investment in improving footpaths and bridleways in Whitewebbs Woods and around the site.
11. There will also be a commitment by the Council to invest in grass roots football in more deprived areas of the borough.
12. A lease will not be entered into unless and until planning consent is granted for the proposals, with works to be completed in accordance with planning permission and building regulations consent.

### **Summary**

13. The detailed bid submitted by THL achieved the highest evaluation score, and will deliver an initial capital sum and an annual rental income for the Authority from year 5 onwards which represents best consideration reasonably obtainable
14. The THL proposal clearly understood and detailed how each use supported the Councils vision for WPGC.

### **Relevance to the Council's Corporate Plan**



*Good homes in well-connected neighbourhoods*

15. The granting of the proposed lease for WPGC will support well-connected neighbourhoods within Enfield, by creating a site with wider recreational and leisure activities, improved facilities and increased accessible parkland. No homes will be built through this lease and investment into WPGC.

*Sustain strong and healthy communities*

16. The proposed investment in WPGC, will create improved recreational and leisure facilities within the borough, with significant ecological enhancement within the park. It is anticipated that this will create a safe and enjoyable meeting point for adults and children, whilst providing all year-round leisure activities in the local neighbourhood and increase the footfall across the sites.

*Build our local economy to create a thriving place*

17. The award of the lease will generate a capital sum for investment in the park, create a lease income, and potentially create a boost to the local economy and local employment.

**Background**

18. WPGC is located at the northern border of Enfield and is a 241 acres site, including the site of the former 18-hole golf course. The golf course was closed in March 2021. The site has two basic club houses, (one of which is considered dilapidated) and a mobile catering concession. The property's location in the Green Belt provides significant protection against inappropriate development.
19. In addition to the golf course WPGC includes Whitewebbs Woods and areas of parkland. Whitewebbs Woods is deemed ancient woodland and is classed as a Site of Metropolitan Importance for Nature Conservation.
20. For many years WPGC was run at a cost to the Authority. During this time, significant measures were taken to improve the online profile and accessibility for the golf course and new marketing campaigns have been undertaken. Despite these measures, the number of rounds of golf played and annual income fell over time. In January 2021, the golf course was closed due to the Covid-19 pandemic. In March 2021, Portfolio Decision KD5177 - PL 20.087 P was taken for the golf course to close permanently with immediate effect.
21. Whitewebbs House is located within the grounds of the WPGC site and is not affected by this proposal. Whitewebbs House is leased to Whitbread PLC (since assigned to Mitchells & Butler Retail Ltd) and operates as a Toby Carvery. The site is leased for 99 years from 29 September 1997.
22. Also located within the grounds, is a residential property known as The Limes, as well as an electricity substation. The house is privately owned but part of the grounds are subject to a lease from the Council. The substation is subject to a lease. Neither is affected by this proposal.

23. As a result of a condition in the lease of Whitewebbs House, there is a restriction on the selling of alcohol, food and drink across the majority of the remainder of the WPGC site.

### **Marketing of WPGC**

24. In March 2019, Portfolio Decision KD4849, gave authority for the marketing of WPGC, taking a flexible approach in order achieve a sustainable future that optimised delivery of the Council's Corporate Objectives.
25. On 11 April 2019, the Overview & Scrutiny Committee agreed to confirm the Portfolio decision. Knight Frank were appointed as agents to market the property on behalf of the Council.
26. The marketing was split into two phases. Phase 1 was open to any party to submit an expression of interest (EOI). Phase 1 ran from 2 August 2019 to 31 October 2019. Bidders were required to submit their EOI proposals, based on a 25-year lease, providing details of the proposed use and how it supported the Council's outlined vision. Interested parties were provided the option to include the entirety of the WPGC site in their bids, or specific parts of the site.
27. Prior to the marketing of Whitewebbs Park, the Council engaged directly with stakeholders of the park, to inform them of the Councils plans to market the site and to engage them in setting the marketing criteria. The stakeholders engaged by the Authority at that stage were:
- Ward Councillors
  - The Friends of Whitewebbs Park
  - The Friends of Hilly Fields
  - The Greenbelt Forum
  - Whitewebbs Golf Club
  - Whitewebbs Golf Course Users
28. Council officers prepared a vision document which outlined the Authority's objectives for the leasing of the site which was included in the marketing material. Stakeholders helped officers develop the stated ambitions and the scoring criteria for the bid assessment. The following were the key criteria: -
- *Retention or enhancement of public access* - There are a number of footpaths and permissive footpaths running through the property, mostly through the woodland area. LB Enfield (LBE) is seeking a proposal that will, at a minimum, retain this level of public access. The maintenance of these permissive paths will be the responsibility of the tenant.
  - *Maintenance of woodland and open areas* - The existing woodland, and golf course, provides an important habitat and open space for wildlife and local residents. Applicants are asked to demonstrate how these areas will be maintained, and potentially enhanced, to improve

biodiversity through further planting or more active management of the wood and grassland areas included within any proposal.

- *Range of activities* - There are already a range of existing leisure uses at the property, predominantly with the pay and play golf course. LBE is seeking a tenant who provides a business plan that incorporates a range of activities. Some potential activities suggested by the local community are included later in this documentation. Within the leisure proposals, LBE require applicants to demonstrate how the proposed activities will be open to a range of users.
- *Provision of refreshments and welfare facilities* - At present there is a mobile café serving refreshments at the southern clubhouse. In addition, there are some welfare facilities at the northern clubhouse. All submissions must demonstrate how the availability of refreshments and welfare facilities will be provided to visitors to the park and golf course.
- *Community Engagement* - LBE wishes to see continuing positive community engagement between local stakeholders and community groups and new tenants. All submissions should describe their approach to local community engagement.

29. By 31 October 2019, 18 EOIs were registered with the Council's agents, Knight Frank.

30. Following the receipt of the EOIs, independent planning advice was sought by LBE for each proposed use.

31. Before launching the Phase 2, the marketing information and requirements for bidders were enhanced, based on the proposed planning use appraisal and taking into account stakeholder and public feedback. In Phase 2 bidders were required to demonstrate how the following updated objectives would be met within their bid submission:

- *Enhancement of Public Access* - LBE is seeking a proposal that will enhance the existing level of public access and maintain all current public rights of way going forward.
- *Community Engagement* - all bids should detail how the proposed tenant proposes to engage with the community and stakeholders. LBE wish the applicant to provide a comprehensive communication plan which, as a minimum, should include details of using social media and a website to provide details of their plans for Whitewebbs and provide updates (in partnership with LBE). The new tenant will be required to provide digital and traditional platforms for engagement with the local community that allows for feedback.
- *Maintenance of Woodland & Open Areas* - the property provides an important habitat and open space for wildlife and local residents. Applicants must explain how these areas will be enhanced and

managed in their proposals, detailing clearly where there will be improvements.

- *Range of Activities* - the acceptable proposed use must be outdoor leisure or sport led. Proposals with no element of outdoor leisure use will not be considered.
- *Provision of Refreshments and Welfare Facilities* - all submissions must include provision of refreshment and welfare facilities to all users of the park, not just users of the proposal.

32. Phase 2 of the marketing of WPGC launched on 19 December 2019 and was limited to those parties that had previously registered an EOI. Bidders were notified of five qualifying bid requirements, as follows: -

- Maximum lease term of 25 years, to be contracted out of Sections 24-28 of Landlord & Tenant Act 1954 and therefore giving no automatic right to renewal;
- The acceptable proposed use must be outdoor leisure or sport led. Proposals with no element of leisure use would not be considered;
- All bidders were required to submit a pre-application planning advice request by 27 January 2020, the outcome of the pre-app advice will form a key part of the evaluation;
- Any bids that included importation of material for landscaping were required to demonstrate that the importation was essential for a viable leisure/sport led business following completion of the importation;
- The preferred bidder(s) would be required to engage with the public once selected and bids must provide a comprehensive communication plan.

33. Bidders were notified that all qualifying bids were to be submitted by 2 March 2020 and would be evaluated by a panel of appropriately qualified council officers, using a predetermined scoring matrix. The scoring matrix set out the five following scoring categories and score weightings:

- Meeting the Council's Objectives – 30%
- Pre-application Planning Advice – 10%
- The applicant's experience in comparable leisure uses – 10%
- The Applicant's Financial Standing and Business Plan – 15%
- Rent/Premium Offered – 35%

34. 6 compliant submissions were received and were put forward for assessment and scoring. The following is a summary of the submitted compliant bids:

| Bidder   | Proposed Use  |
|----------|---|
| Bidder A | <i>Use of Whitewebbs for rewilding, educational, livestock and community use</i>  |
| Bidder B | <i>Redesigned golf course including substantial imported material for landscaping, alongside other leisure uses both paid for and free of</i> |

|          |  |
|----------|--|
|          | <i>charge - including dog agility, community hub, drone flying, fishing, team activity events</i>  |
| Bidder C | <i>Modern driving range with large Food and Drinks offering, plus an adventure golf course, reduced golf course with substantial imported material for landscaping</i>   |
| THL      | <i>Use of part of the golf course for football pitches for women's football; rewinding and return of part of the site to parkland plus development of a community hub including café and welfare provisions.</i> |
| Bidder E | <i>Wildlife visitor and educational centre and rewinding of Whitewebbs</i>   |
| Bidder F | <i>Development of a sizeable events venue, reconfigured golf course and community park.</i>  |

### Bid Evaluations

35. Bid assessment and scoring was undertaken on 16 March 2020. The process was observed by an officer from Legal Services to ensure the process was correct and compliant. The evaluation panel was made up of Officers from the following departments from across the Council together with a Senior representative from Knight Frank: -

- Strategic Property Services,
- Commercial Services,
- Planning Services,
- Finance,
- Sports & Leisure,
- Parks,
- Watercourses,

36. The following table provides a summary of the total scoring for the final bids:

| Bidder   | Leisure Experience (10%) | Rental Offer (35%) | Business Plan & Financial Standing (15%) | Pre-App Planning Advice (10%) | Meeting Councils Objectives (30%) | Final Score |
|----------|--------------------------|--------------------|--|-------------------------------|-----------------------------------|-------------|
| Bidder A | 7.5                      | 0                  | 7.5                                      | 10                            | 22.5                              | 47.5        |
| Bidder B | 2.5                      | 17.5               | 7.5                                      | 5                             | 15                                | 47.5        |
| Bidder C | 2.5                      | 35                 | 3.75                                     | 2.5                           | 7.5                               | 51.25       |
| THL      | 10                       | 14                 | 11.25                                    | 7.5                           | 22.5                              | 65.25       |
| Bidder E | 10                       | 6.713              | 7.5                                      | 2.5                           | 22.5                              | 49.213      |
| Bidder F | 2.5                      | 16.8               | 3.75                                     | 2.5                           | 7.5                               | 33.05       |

### COVID 19

37. Shortly after the bid evaluation the Global economy was affected by the Covid 19 pandemic. All bidders were contacted by Knight Frank on 27 March 2020,

providing 14 days to bidders to notify Knight Frank of any required revisions to submitted bids. On 10 April, Knight Frank confirmed to the council that Bidder E's bid had been withdrawn, but no other bids had been withdrawn or revised.

38. The marketing process was then put on hold whilst the Council prioritised its response to the pandemic

### THL'S Proposal

39. THL's proposal details 4 different zones within the park as follows: -

## LOCATION

The Club is proposing to take a lease on part of the site (edged blue), with Whitewebbs Wood being retained in Council control and unchanged (edged red). Subject to further consultation and planning, the proposals include:

1. Ecological and recreational value of Whitewebbs Wood enhanced through public access and landscape improvements
2. Restoration of areas of historic parkland on site of former golf course.
3. Ecological and landscape improvements around Cuffley Brook
4. New Women & Girls' Football Academy centred on Northern Clubhouse and with playing pitches set out amongst ecological and landscape improvements
5. Ecological and landscape improvements to the northern boundary to provide a link into Dickenson's Meadow and the existing Training Centre beyond
6. Redevelopment of Southern Clubhouse to provide new food & beverage/visitor facilities amongst ecological and landscape improvements



### Area 1

The majority of Whitewebbs Wood (and the area of the golf course to the south of the woods see area 3) will not be included within the lease area and to a large degree, this area will remain as it is.

The Council's focus would be on enhancing the ecological, accessibility and recreational value of these 50 Ha, albeit with continuation of less intrusive recreational activities, such as walking, running, cycling and horse riding.

The area will continue to be managed by the Local Authority, who will undertake infrastructure improvements, funded from a capital premium from the lease agreement. The schedule of improvements is to be finalised following surveys and further discussion with the planning authority but could include the following works:

- Bridleway and footpath improvements
- Boundary and knee rail installation and improvements
- Interpretation boards and signage
- Improved DDA Access

- More seating and bin installation
- Natural flood management by way of native tree planting
- CCTV at entry points

#### *Area 2*

Much of the remaining area of the former golf course would be largely returned to parkland, based on the 19th century layout. This area will be included within the lease but will be fully accessible by the public. Inclusion within the lease allows the works to be carried out by THL at their cost and for the park to be maintained by THL during the 25 year term of the lease.

#### *Area 3*

Would see an enhanced riparian (waterside) landscape around Cuffley Brook, providing a valuable ecological link to the south of Whitewebbs Wood. This area is excluded from the proposed lease and will be retained and maintained by the Council with open public access.

#### *Area 4*

THL propose five to six natural (grass) pitches and two artificial pitches. These would be located at the northern end of the golf course site. Each pitch would be surrounded by biodiverse wildflower meadows and enhanced by extensive tree planting. Pitches would be used for women and girls' football. The use will include the provision of grassroots and community coaching details of which will be set out in the agreement for lease and lease.

The Northern Clubhouse would be retained, renovated and extended to provide built accommodation for the proposed football academy for women and girls.

In addition to providing use specifically for female grassroots and community football development through the Club's charitable Foundation and Global Coaching teams, the facility will also enable the Club to enhance its offer to schools more generally using classroom space and access to elite pitches.

This area is to be included in the proposed lease to THL.

#### *Area 5*

At the northern end of the site it is proposed to link Whitewebbs Wood with the proposed new nature reserve at Dickenson's Meadow to the east via an enhanced wildlife corridor.

This area is to be included in the proposed lease to THL.

#### *Area 6*

The Southern Clubhouse would be converted or redeveloped into an upgraded café and visitor centre with toilet facilities with the adjacent car parking improved and retained for public use.

This area is to be included in the proposed lease to THL

*Private Dwelling*

There is a privately-owned dwelling to the north of the golf course within WPGC. This is not subject to these proposals.

*Whitewebbs House*

As set out above Whitewebbs House is the subject of an existing lease, is not subject to these proposals and will continue to be operated as a carvery.

*Substation*

The substation is subject to an existing lease and is not subject to these proposals.

40. THL detailed their experience of operating within the leisure & sports industry for 138 years. It was noted by the evaluating panel that they were extremely experienced in operating a public facing facility, through their football stadium in Haringey, which includes pitch maintenance and facilitating public visitors and customer experiences.
41. As part of the bidder assessments, credit checks were undertaken for all bidders. The Equifax analysis report for THL confirmed their strong financial standing. A further credit check of THL was undertaken in November 2020, which confirmed that analysis of their financial position remains unchanged.
42. As part of the submission requirements, THL obtained pre- planning advice from the Local Planning Authority. Although it was noted that further detail would be required for a full assessment, the initial feedback was favourable.
43. THL proposals demonstrated a clear understanding of the Council's objectives for WPGC including a developed plan for how each of the five objectives would be delivered. The following is a summary of the submitted responses for each objective:

*A. Enhanced Public Access*

The former golf course was only accessible to golfers on payment of a membership fee or pay and play green fees. There was no public right of access to the majority of the course with access only via the public rights of way or permissive paths.

THL's bid proposes to replace the golf course at WPGC with a football academy to the north and the creation of additional open parkland to the south.

The proposed change of use of part of the golf course to parkland will create an additional 20 hectares of usable green and open space for all



members of the public. It is proposed that this area will be laid out in a way that reflects the 19<sup>th</sup> century layout but unlike that time when it was part of a private estate this will be open and freely accessible to the public. The cost of landscaping and ongoing maintenance will sit with THL.

In addition to an annual rental, a premium will be paid which will finance improvements to be made to the infrastructure of the park area, outside of the proposed lease area, which will improve access and accessibility.

### *B. Community Engagement*

A detailed community engagement and communications programme was submitted, including both digital and traditional communications. THL committed that: -

If selected to take on the lease, through the planning process, maintain an open dialogue with stakeholders through planning, construction and throughout operation of the new facilities.

### *C. Maintenance of Woodland & Open Areas*

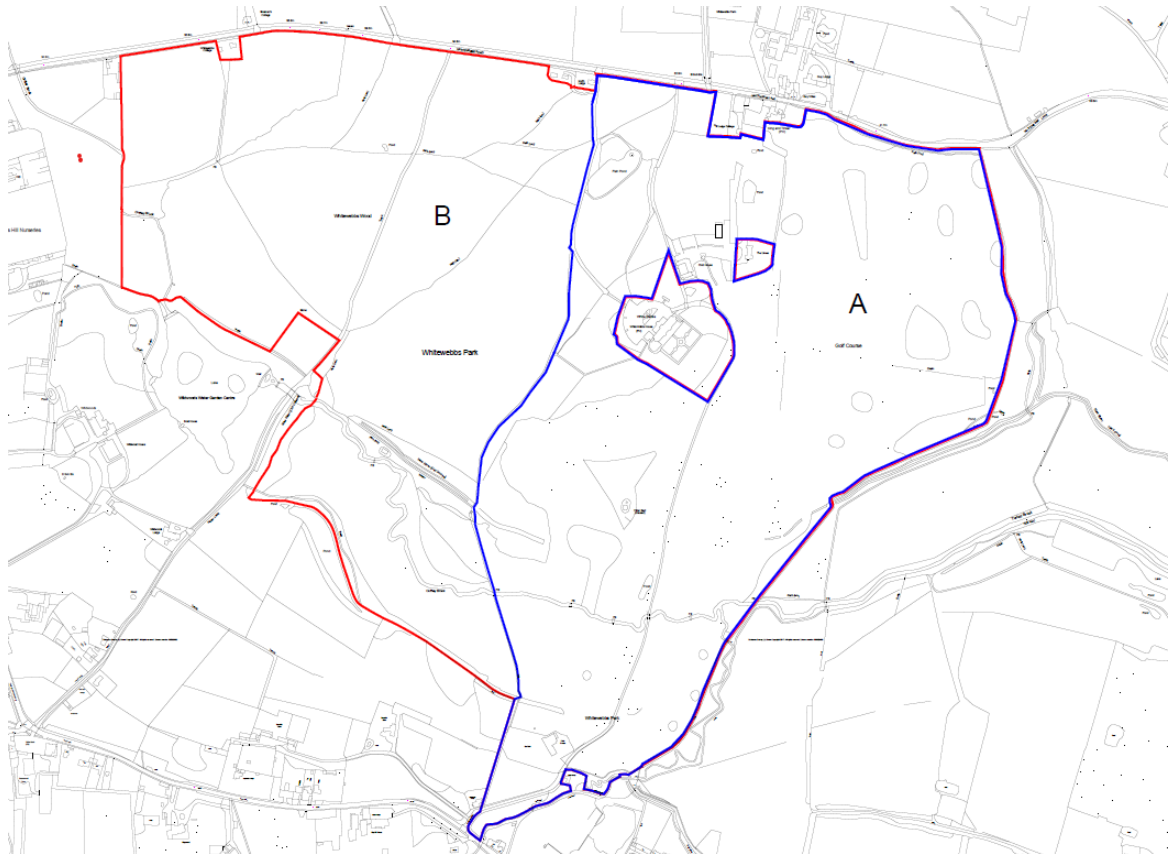
Exclusion of the woods from the lease but with investment in improvements to paths and bridleways through the provision of a capital sum from the lease will ensure that these areas remain open and accessible to the public.

The proposal includes a scheme of re-wilding including tree planting of an area of circa 11.13 hectares of the riparian (waterside) habitat around Cuffley Brook.

This area will be outside of the leased area and will be maintained by Enfield Council.

The landscape proposals for the new parkland to be created across the southern portion of the golf course include new native specimen tree planting within park locations and expansive hay meadow creation, maintaining a network of mown paths to provide a series of walks through the parkland. As stated above this area will be maintained by THL but open to the public.

The proposed lease boundary is outlined in blue on the plan below: -



The proposed lease boundary includes the access roads at the north and south of the site. The intention is for the access road at the north of the site to be maintained by THL with access for the Council, the public, Whitewebbs House, the Limes and users and invitees of Whitewebbs House and the Limes. The access road at the South will also be maintained by THL with access for the Council and Public.

#### *D. Range of Activities*

The submission confirmed that a variety of activities would be available to the public. These would include:

- Provision of grassroots and community coaching,
- Sporting competitions,
- Guided trails,
- Seasonal wildlife events,
- Children's events with potential links to local schools,
- Cycling with additional cycle tracks,
- Improved horse-riding provisions.

#### *E. Provision of Refreshments and Welfare Facilities*

THL's bid included the enhancement of public welfare facilities by developing the Southern Clubhouse to include an enlarged café offer, improved public toilets and a visitor centre together with improvements to public car parking.

44. Following the announcement of THL as the highest scoring bidder on 8<sup>th</sup> June 2021, the Council has provided Stakeholders with details of the proposals and invited them to comment by mid July. It has published details on its website and allowed time for stakeholders and the public to respond before making this decision.

45. The following stakeholders have responded: -

Herts Wildlife Trust

Have asked that when a planning application is submitted they will expect the proposal to deliver a biodiversity net gain.

Friends of Whitewebbs Park

Have arranged a public event and supplied a letter to the council stated to have been signed by 164 people opposing the bid, setting out concerns that they have not been properly consulted with; expressing concern that the park will become a private estate and requesting further consultation with stakeholders to inform an alternative proposal for the park.

Other correspondence

The CPRE have written expressing a number of concerns around the use of the land and compliance with Green Belt and Planning policy. These will be addressed through the planning process.

Around 30 people have written individually expressing concerns regarding the proposal. These concerns raised are either addressed in this report or will be addressed in pre planning application consultation and through the planning process.

### **Petition**

46. In December 2019, a petition titled 'Whitewebbs Park' was lodged with the Authority. The petition ran on the Enfield Council website from 20 December 2019 until 31 January 2020. The petition stated:

We the undersigned petition the Council to

1. Call upon the Council to avoid any measures or developments that will in any way restrict the citizens of Enfield from freely enjoying full access to the woodlands, amenities, current physical activities, golf and the open spaces of Whitewebbs Park.

2. Ask that the Council restrict developments and landholding in the park to those that will maintain full use of the park by ordinary citizens and to those that will not damage or radically change the atmosphere, usage and environment of the park.

3. Ask that no development will be permitted that will have an adverse effect on the climate and air quality of Enfield through construction work and traffic generation.
4. Ask that nothing be done that will adversely affect the ancient woodland and biodiversity of the whole park.
5. Ask that there be full public consultation with all interested park users before any proposals are agreed and implemented
47. At the closure of the electronic petition, on 31 January 2020, 3,464 people had signed the petition. It was presented to Council for consideration on 26 February 2020 and Council referred the petition was referred to the Councils Executive Director for Place for consideration.
48. The following responses to the petition are provided in relation to the preferred bidder:
49. THL's proposal will offer a wider and more inclusive benefit to the local community, in line with planning policies and that met with the Council's visions for the site.
50. THL's proposal includes increased and improved access across the park, an additional 3km of bridle and cycle ways, and an increased area of open access by reverting part of the golf course to parkland. The submission also included an improved café and welfare facilities, maintenance of green spaces and woodland, improvement of biodiversity within the park and an extensive community engagement and communications programme.
51. The Council's aim in leasing Whitewebbs Park Golf Course is for the park to be used in a way that benefits the wider local community.
52. In response to feedback from residents, the requirements were strengthened for the second marketing stage, to ensure public access and facilities would be enhanced and the valued green space and woodland at Whitewebbs protected via both the bid evaluation and planning process.
53. THL's submission sets out significant improvements to the facilities for park users. The proposals will see the publicly accessible park area extended and returned to historic parkland. Most of the woodlands and an area to the south of the woods will be excluded from the lease and maintained by the Council with investment in improved access, rewilding and increased biodiversity. As part of the proposals, community access to sports pitches will be provided and will be formalised with the lease agreement.
54. The submission sets out proposed improvements to existing public and permissive rights of way to improve public accessibility and enjoyment of an improved recreational facility.
55. Any development of WPGC will be subject to planning permission and will need to comply with national and local planning policies, which seek to protect green and open spaces. THL's planning applications will need to demonstrate

that the proposed scheme, including during any required construction phase, will not have an unacceptable environmental or ecological impact.

56. It is anticipated that the proposed investment in biodiversity at WPGC, along with the return of a significant part of the park to historic parkland, will assist in improving air quality and support the council's commitment to combat climate change. The landscape proposals include new native specimen tree planting within historic parkland locations and expansive meadow creation.
57. Whitewebbs Wood is classed as Ancient Woodland as well as a Site of Metropolitan Importance for Nature Conservation. This was noted within the marketing particulars.
58. Ancient woodlands require special consideration when they are affected by planning applications. The National Planning Policy Framework published in 2012 is the government policy document relating to planning decisions affecting ancient woodland. The importance of ancient woodlands as an irreplaceable habitat is set out in paragraph 118 of the NPPF, which states: 'planning permission should be refused for development resulting in the loss or deterioration of irreplaceable habitats, including ancient woodland and the loss of aged or veteran trees found outside ancient woodland, unless the need for, and benefits of, the development in that location clearly outweigh the loss.'
59. Within THL's proposal, Whitewebbs Wood would, to a large degree, remain as it is. It will largely be excluded from the lease and be managed by the Council. The focus would be on enhancing the ecological and recreational value of these 50 Ha, albeit with less obtrusive recreational activities, such as walking, cycling, horse riding.
60. THL's submission demonstrates significant investment to enhance the parks biodiversity. The following are included in their biodiversity proposals:
  - The creation of additional woodland meadow on restored historic parkland;
  - Wildflower habitat creation and long-term management would also be introduced to significant areas of the new sports pitch layout;
  - A restored historic landscape and naturalised landscape of great scenic and biodiversity value;
  - Riparian habitats will be bolstered by the introduction of scrub and grassland communities along the length of the waterway and broadleaved woodland planting
  - The potential establishment of a pioneering 60 hectare Habitat Bank
61. Before launching the Phase 2, the marketing information and requirements for bidders were enhanced, based on the proposed planning use appraisal and taking into account stakeholder and public feedback.
62. Prior to the preparation of this report the Council has announced THFC as its preferred bidder and provided anonymised details of the other bids received to the public and stakeholders and has allowed time for comments to be made and considered in advance of the decision making process.

63. As stated above, no lease will be entered into unless and until planning consent is granted. THL will carry out consultation prior to the submission of a planning application and the application will be subject to the statutory consultation process.

### **Main Considerations for the Council**

64. The decision to market WPGC was based on bringing an end to the ongoing annual cost of the site to the Council, whilst delivering defined objectives, that would improve the facilities and accessibility of the park for the local community. Whilst the decision to close the course has already been made it is appropriate that the Council now decided whether to proceed with the outcome of the marketing process.
65. THL's proposal will result in investment in the site and the ongoing maintenance of a significant area being met by the proposed tenant. In addition to an annual rent, the agreement of a lease will provide a capital payment for improvements to park infrastructure.
66. The proposed scheme includes enhancements across the park, creating an improved recreational offering for the local community. The proposal includes investment to improve park pathways and bridleways, increased cycle paths, increased parkland space, improved café and community facilities and coaching will be provided to the local community to sport pitches.
67. The proposed use of WPGC will also realise significant investment to enhance the parks biodiversity, which include native specimen tree planting and expansive hay meadow creation which will assist in improving local air quality and supporting actions to mitigate climate change.
68. Prior to their proposal submission, THL obtained pre- planning advice from the Local Planning Authority. Although it was noted that further detail would be required for a full assessment, the initial feedback from the Local Planning Authority was favourable in principle. In light of the benefits of the scheme, it is considered that the proposal and outcomes are achievable.
69. The marketing of the property was undertaken with guidance from both Legal and Property Services throughout the process, to ensure that it was compliant with both the council's Property Procedure Rules and its legal responsibilities.

### **Safeguarding Implications**

70. There are no major safeguarding implications arising from this report.

### **Public Health Implications**

71. The proposal includes increasing publicly accessible open space, the provision of community facilities and an investment in biodiversity and park infrastructure. The proposals will provide an increased and improved space for all park users, which will help narrow the gap of best and poorest physical and mental health, by providing increased exercise space, improved air quality, facilities for social connectedness.

72. The proposed improved café and community facilities will provide local residents and park users with a space which could better assist in strengthening community resilience to support health & wellbeing through better social connection.
73. The proposed improvements to park infrastructure, through improved bridleways, cycle tracks and paths, will better promote WPGC as a destination for exercise and active travel.

### **Equalities Impact of the Proposal**

74. Although the decision to enter into an Agreement to Lease to THL is not relevant to the Public Sector Equality Duty, the Council's objectives in defining the terms of the agreement will help the Council fulfil its duties under the Public Sector Equality Duty (s.149 of the Equality Act 2010), which are to:
  - Eliminate unlawful discrimination, harassment and victimisation, and other conduct prohibited by the Act,
  - Advance equality of opportunity between people who share a protected characteristic and those who do not,
  - Foster good relations between people who share a protected characteristic and those who do not
75. There is evidence that access to good quality green spaces has significant health benefits which include better self-rated health; lower body mass index, overweight and obesity levels; improved mental health and wellbeing; increased longevity. There is also evidence of unequal access to green space, with people living in the most deprived areas less likely to live near green spaces and therefore have fewer opportunities to experience the health benefits of green space compared with people living in less deprived areas. Increasing the use of good quality green space for all social groups is likely to improve health outcomes and reduce health inequalities. It can also bring other benefits such as greater community cohesion and reduced social isolation. (Public Health England: Local action on health inequalities: Improving access to green spaces)
76. Additionally, the proposed improvement works are likely to have a positive impact on the protected characteristic of sex, as it provides for the creation of a football academy for girls, thereby providing opportunities for girls and promoting the status of women's football.
77. An equalities impact assessment is attached to this report.
78. The equality impact assessment confirmed that the proposed use of WPGC will have a positive impact on the following protected characteristics:
  - Disability – The improvements to park infrastructure will provide an opportunity to improve park accessibility to all residents. At design stage, accessibility options should be considered, including wheelchair accessible paths and sensory elements for visually impaired.

- Race - Some of the most acute effects of deprivation are felt by black and minority ethnic communities living on a low income in urban areas. The poor quality of their local environment has a considerable impact on their health and wellbeing. Improving access to green spaces is likely to have a positive impact on the health and wellbeing on the grounds of race.
- Sex – The women's football academy would be one of the first of its kind in the UK and would be inspirational facility for female participation in sport.

### **Environmental and Climate Change Considerations**

79. The proposed investment in biodiversity at WPGC, along with returning a significant part of the park to parkland, will assist in improving air quality and significantly supports the council's effort to combat climate change. These proposals include new native specimen tree planting within the site, which will support the councils reforestation programme and provide natural flood relief.
80. In order for the proposed football academy to obtain planning permission, under current adopted planning policies an application will be expected to demonstrate that the proposal has a minimal environmental impact, in both construction and operational stages.

### **Risks that may arise if the proposed decision and related work is not taken**

81. Continued uncertainty regarding the future of the site will lead to continued speculation regarding its future. Alternative uses will need to be identified for the northern clubhouse otherwise it will fall into disrepair. Whilst the southern clubhouse remains subject to a lease there is no certainty that the lease will continue.
82. Not securing the proposed investment in upgrades to footpaths, bridleways and other public facilities could lead to reduced access and accessibility to the site.

### **Risks that may arise if the proposed decision is taken and actions that will be taken to manage these risks**

83. In order to implement their proposals, THL will require planning permission for the change of use of the WPGC site. Pre-application advice was obtained by THL, as per the submission requirements and the initial advice received was favourable. A lease will not be entered into until planning permission has been obtained to ensure the delivery of the proposals. A planning application will be expected to be submitted shortly after the decision to award is made by the Authority.
84. As previously experienced through the marketing exercise there may be misunderstanding regarding the future of the site. A detailed communications plan will be agreed between THL and the Council, to ensure the future plans for the site are accurately and widely publicised.



### **Financial Implications**

85. The proposal will deliver an initial premium of £500,000 followed by an annual rental from year 6 to 25 of £75,000 per annum. The rental will be reviewed every 5 years linked to the growth in the Consumer Price Index.
86. The Lease site will not include most of Whitewebbs Wood which will continue to be managed by the Council, and its operating costs are met from within existing resources (Parks Operations Services).

### **Legal Implications**

87. Section 1 of the Localism Act 2011 provides the Council with the power to do anything an individual may do, provided it is not prohibited by legislation and subject to public law principles. This is referred to as the "general power of competence". A local authority may exercise the general power of competence for its own purpose, for a commercial purpose and/or for the benefit of others.
88. In entering into property transactions, the Council must comply with the provisions of its Constitution, including but not limited to its Property Procedure Rules, which set out mandatory procedures regarding (amongst other things) the acquisition, management and disposal of property assets. In addition, Section 123(2) of the Local Government Act 1972 requires a Local Authority to secure the best consideration reasonably obtainable when it disposes of land except on a short tenancy, unless it has the benefit of an express or general consent of the Secretary of State. A short tenancy is defined as a lease of not more than 7 years or the assignment of a lease which at the date of the assignment has not more than 7 years unexpired of the term.
89. It is noted that a marketing exercise was undertaken and that THL's submission achieved the highest evaluation score and has been selected as the preferred bidder, representing best consideration reasonably obtainable.
90. The Council is required as a best value authority under section 3 of the Local Government Act 1999 to make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness. It is considered that this duty is fulfilled by the proposals described in this report.
91. The WPGC site includes open space land. In accordance with s123(2A) of the Local Government Act 1972 the Council may not dispose of any land consisting or forming part of an open space unless before disposing of the land they cause notice of their intention to do so, specifying the land in question, to be advertised in two consecutive weeks in a newspaper circulating in the area in which the land is situated, and consider any objections to the proposed disposal which may be made to them.
92. There are various occupational arrangements affecting parts of the WPGC site with follow up needed, pursuant to the Landlord and Tenant Act 1954.
93. See Part 2.

94. Section 5 of the Green Belt (London and Home Counties) Act 1938 contains restrictions on disposal relating to green belt. The purchase of the WPGC site predates this enactment, (being 1 September 1931), therefore consent pursuant to the 1938 Act is not applicable.
95. The Council is required to act in accordance with the Public Sector Equality Duty under section 149 of the Equality Act 2010 and have due regard to this when carrying out its functions which includes making new decisions. The Council will have to ensure that it removes or mitigates any potential factors which may interfere with its Public Sector Equality duty. It is noted that an Equality impact Assessment has been conducted, which confirms that the proposed use of the Property will have a positive impact on protected characteristics.
96. See Part 2.
97. See Part 2.
98. See Part 2
99. The proposals set out in this report are within the Council's powers and duties. Advice from external Counsel has been taken throughout the marketing and decision making process.
100. All legal documents to be entered into in connection with the subject matter of this report must be approved in advance by Legal Services on behalf of the Director of Law and Governance.
101. See Part 2.
102. See Part 2

### **Workforce Implications**

103. Following the earlier decision to close the golf course there are no workforce implications of this proposal.

### **Property Implications**

104. This report has been co-authored by the Commercial team and Strategic Property Services team. Property implications are therefore embedded within the body of this report.

### **Procurement Implications**

105. The procurement of the Agreement to Lease is subject to the Property Procedure Rules and does not fall within the scope of the Contract Procedure Rules.

### **Other Options Considered**

106. Not to enter into a lease and to retain the whole site in Council management. Whilst this approach will potentially deliver wider access to the whole site it will not secure funding for investment in the creation and maintenance of new parkland or the upgrading of public rights of way. It will also not deliver investment in improved refreshment and welfare facilities or their maintenance over the term of the proposed lease.
107. There would be no investment in Women's and Girls Football either at elite or grassroots level.

## Conclusions

108. This report recommends that the Council enters into an agreement for lease with THL and subject to the grant of planning consent and the satisfaction of other conditions enters into a 25 year lease.

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0208 132 1425

Date of report

## Appendices

Confidential Part 2 report.

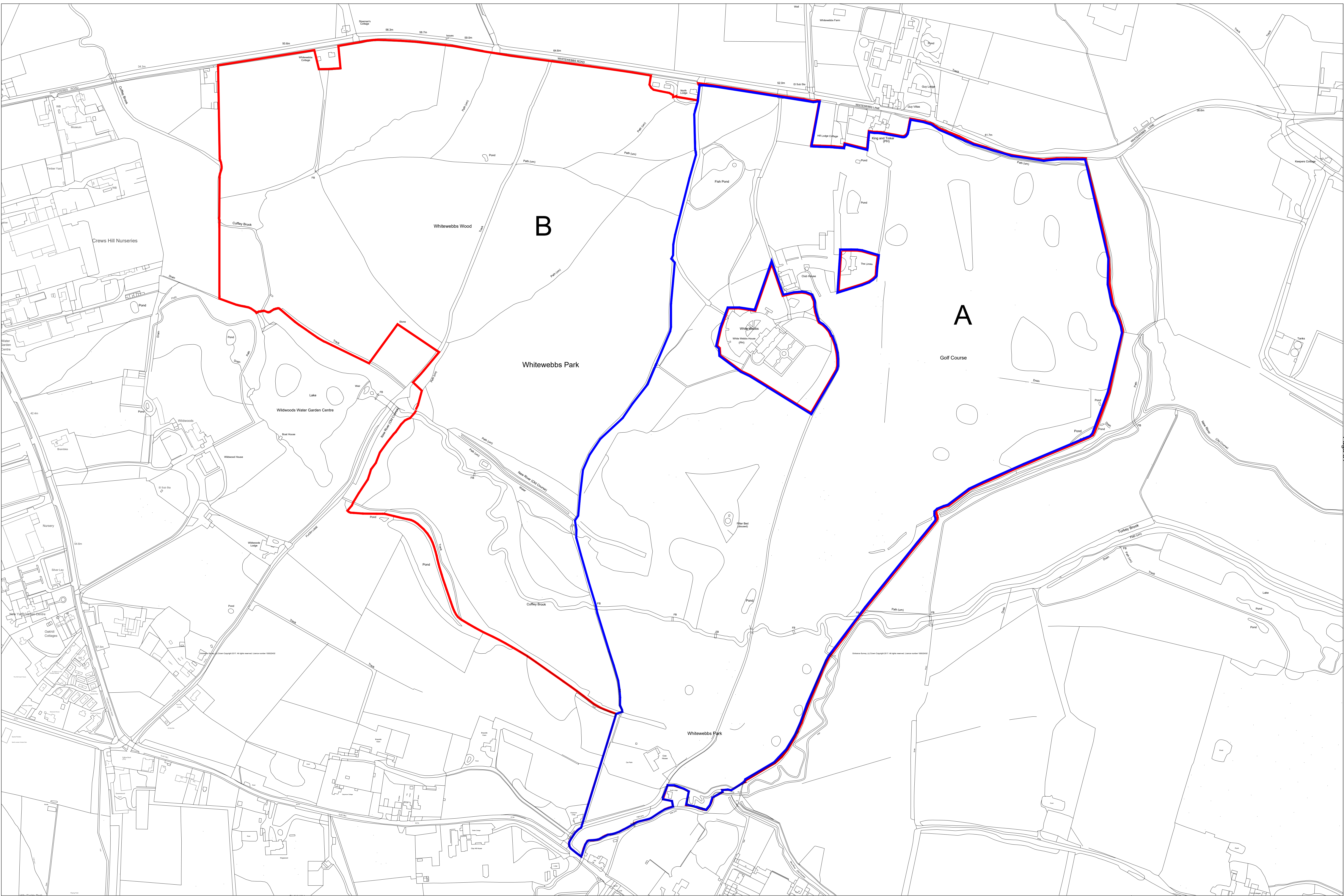
## Background Papers

The following documents have been relied on in the preparation of this report:

- Appendix 1: See Part 2 report  
Appendix 2 : Plan of the area proposed to be leased to THL shown edged blue  
Appendix 3: WPGC 2019 Marketing Particulars  
Appendix 4: See Part 2 report  
Appendix 5: Anonymised detailed final evaluation scoring and scoring notes  
Appendix 6: See Part 2 report  
Appendix 7: See Part 2 report  
Appendix 8: See Part 2 report  
Appendix 9: Equalities Impact Assessment

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1:2500

50m 0 50m 100m 150m 200m 250m

TITLE                    WHITEWEBBS GOLF CLUB



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# Whitewebbs Park Golf Course and adjacent land, Whitewebbs Lane, Enfield, EN2 9HH

To let  
Commercial development opportunity.







## Whitewebbs and the adjacent land represents an exciting commercial opportunity to reinvent a popular golf course.

Designed by J H Taylor, the golf course opened in 1932 as an 18 hole municipal golf course with clubhouse and practice facilities. Adjacent to the course is extensive woodland and grassland which can be incorporated as part of a wider range of leisure activities. In total the area extends to approximately 241.58 acres (97.8 hectares).

The London Borough of Enfield (LBE) has flexibility over the future of the property, wishing to see a proposal that meets their vision of benefitting the local community. They will consider a range of golf and non-golf uses including certified soil landscaping schemes to assist with redevelopment if appropriate.

To assist with achieving their vision, LBE is willing to consider splitting the property into smaller lettings if the outcome will be a better result for the Council and users of the property. Alternatively, the Council will accept consortium bids if this will provide the range of activities they hope to see on site.

# The potential

The Council is seeking to rejuvenate and possibly reinvent Whitewebbs Golf Course and adjacent land to the benefit of local residents. The area is a popular destination for a range of people, who use the site not only for golf. For example, the property is used by The Friends of Whitewebbs Park, the local running club, cyclists and by walkers enjoying the woods and café.

With the proximity of the property to Enfield, and the existing Toby Carvery restaurant adjacent, the Council wish to enhance the existing leisure use for the benefit of the local community. The Council is seeking creative proposals that, subject to planning and planning policy, will seek to protect and boost this popular open space.

Having consulted with local community groups and stakeholders, the Council wish for applicants to demonstrate the following in their tenders:

## Retention or enhancement of public access

There are a number of footpaths and permissive footpaths running through the property, mostly through the woodland area. LBE is seeking a proposal that will, at a minimum, retain this level of public access. The maintenance of these permissive paths will be the responsibility of the tenant.

## Community engagement

The Council wishes to see continuing positive community engagement between local stakeholders and community groups and new tenants. All submissions should describe their approach to local community engagement.

## Maintenance of woodland and open areas

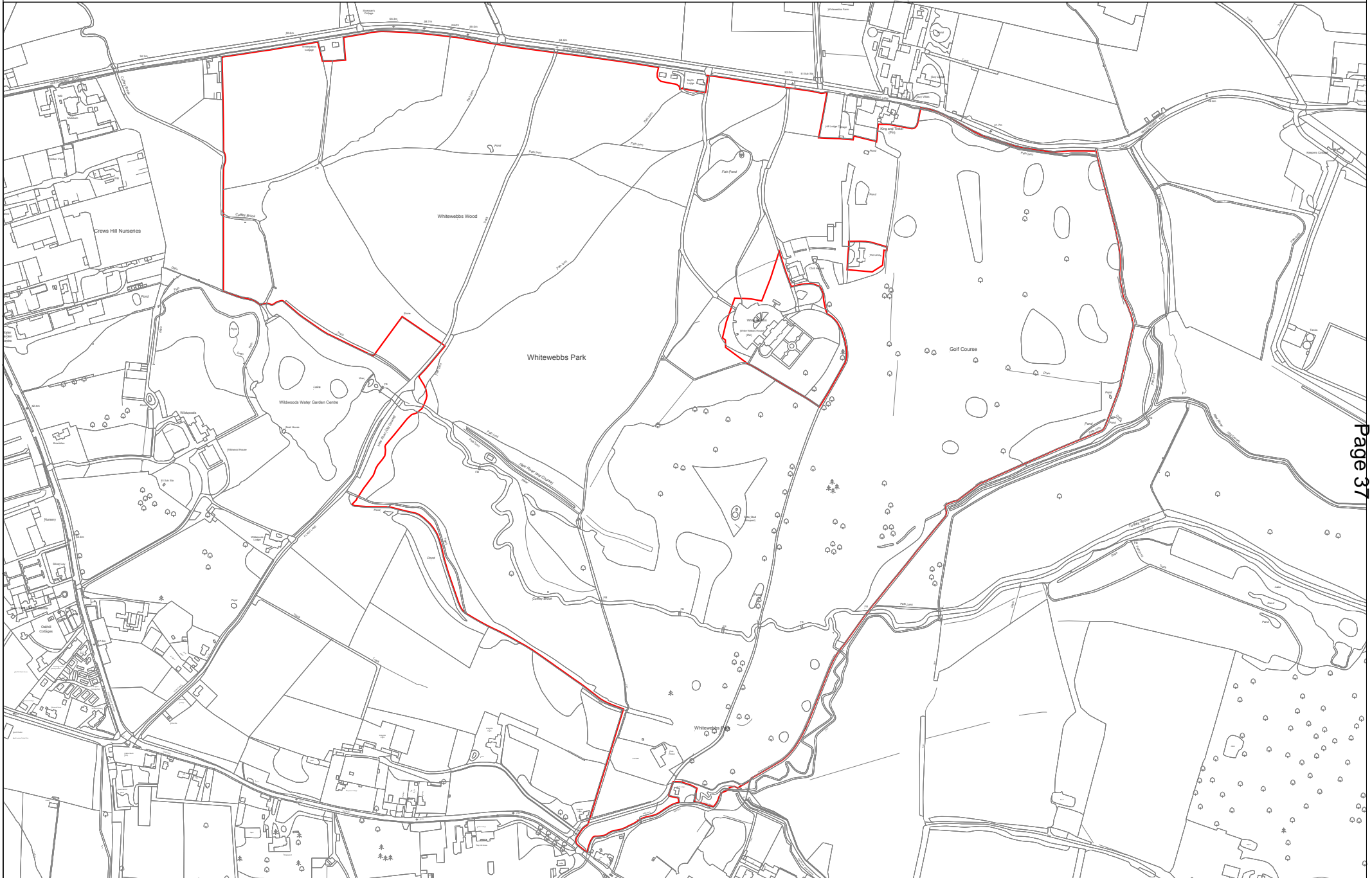
The existing woodland, and golf course, provides an important habitat and open space for wildlife and local residents. Applicants are asked to demonstrate how these areas will be maintained, and potentially enhanced, to improve biodiversity through further planting or more active management of the wood and grassland areas included within any proposal.

## Range of activities

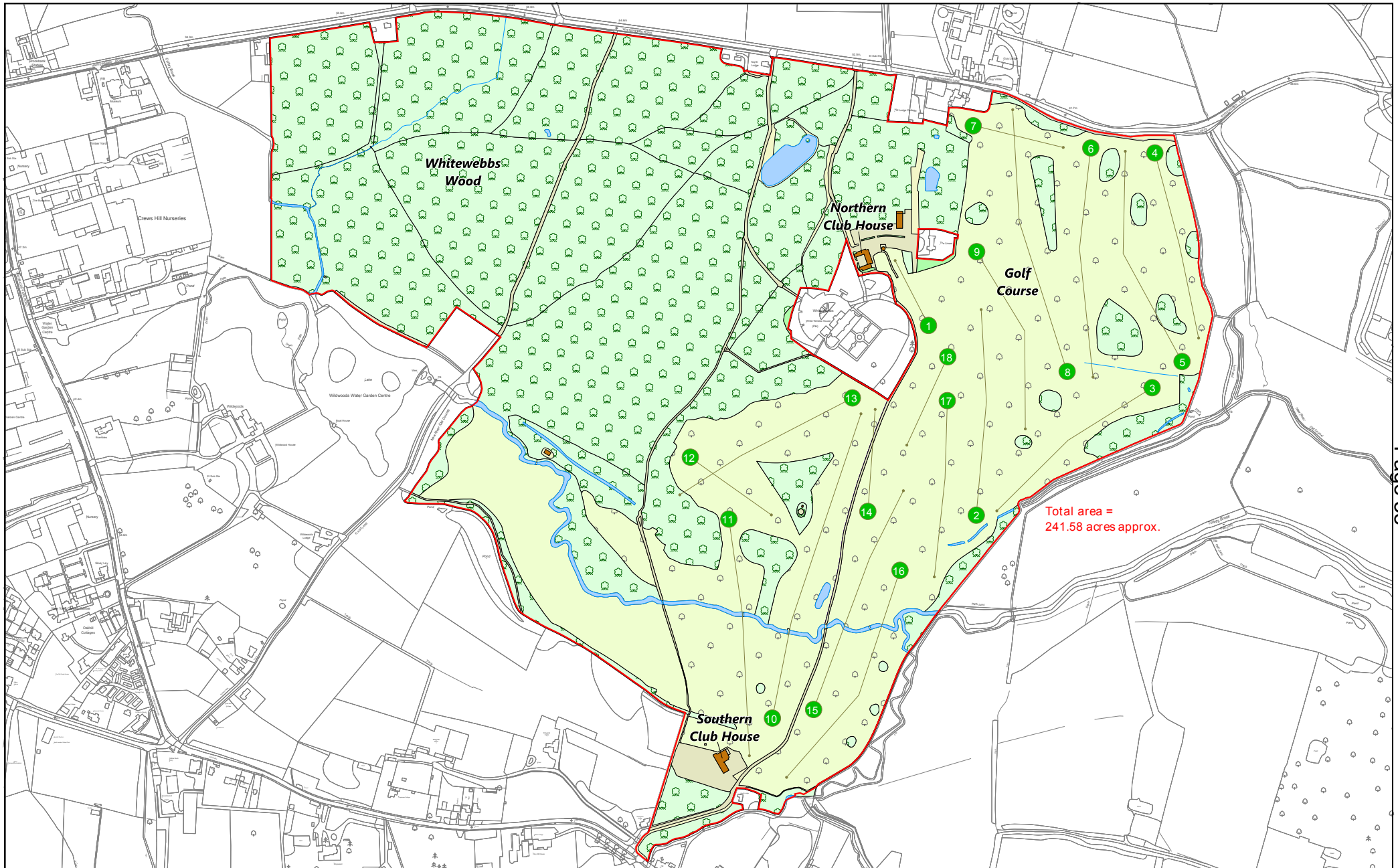
There are already a range of existing leisure uses at the property, predominantly with the pay and play golf course. LBE is seeking a tenant who provides a business plan that incorporates a range of activities. Some potential activities suggested by the local community are included later in this documentation. Within the leisure proposals, LBE require applicants to demonstrate how the proposed activities will be open to a range of users.

## Provision of refreshments and welfare facilities

At present there is a mobile café serving refreshments at the southern clubhouse. In addition, there are some welfare facilities at the northern clubhouse. All submissions must demonstrate how the availability of refreshments and welfare facilities will be provided to visitors to the park and golf course.







Total area =  
241.58 acres approx.

Mapping Department  
Knight Frank LLP  
Ramsbury House, 22 High Street  
Hungerford, Berkshire, RG17 0NF  
(t) 01488 688508  
(e) mapping@knightfrank.com



**Land Use:**

|               |                                     |
|---------------|-------------------------------------|
| Pasture       | Orchard                             |
| Arable        | Heathland                           |
| Game Cover    | Rocks / Boulders                    |
| Woodland      | Building (Residential)              |
| Parkland      | Building / Structure (Agricultural) |
| Verges / Misc | Gardens                             |
| Water         | Road / Track                        |

NB: If field & building type are unknown - assumed pasture & residential



Date: 24.07.19 TE Drawn By: Scale: 1:5000 @ A3 Plan Ref:

Title: **Whitewebbs Golf Club**

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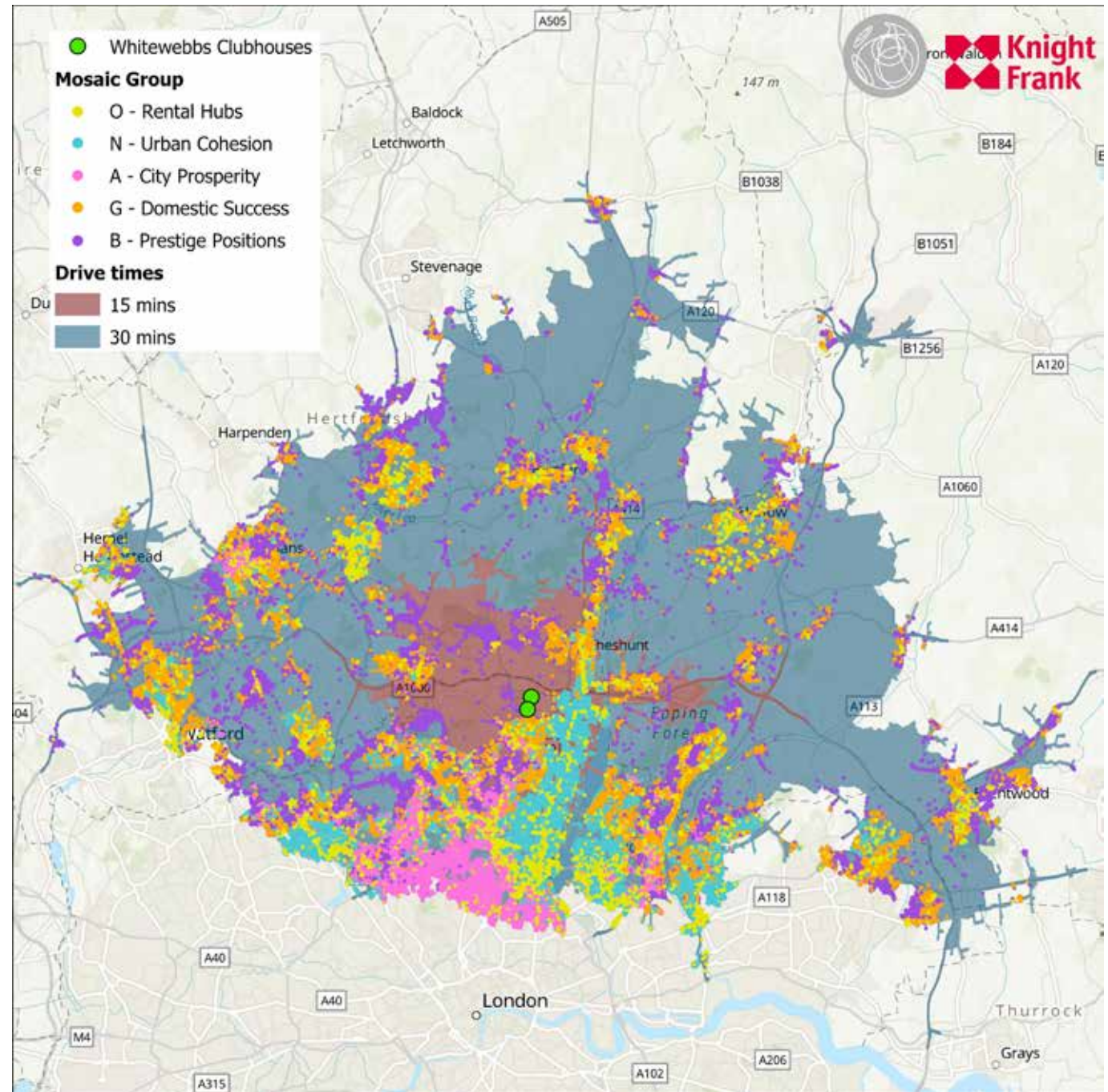


# The location

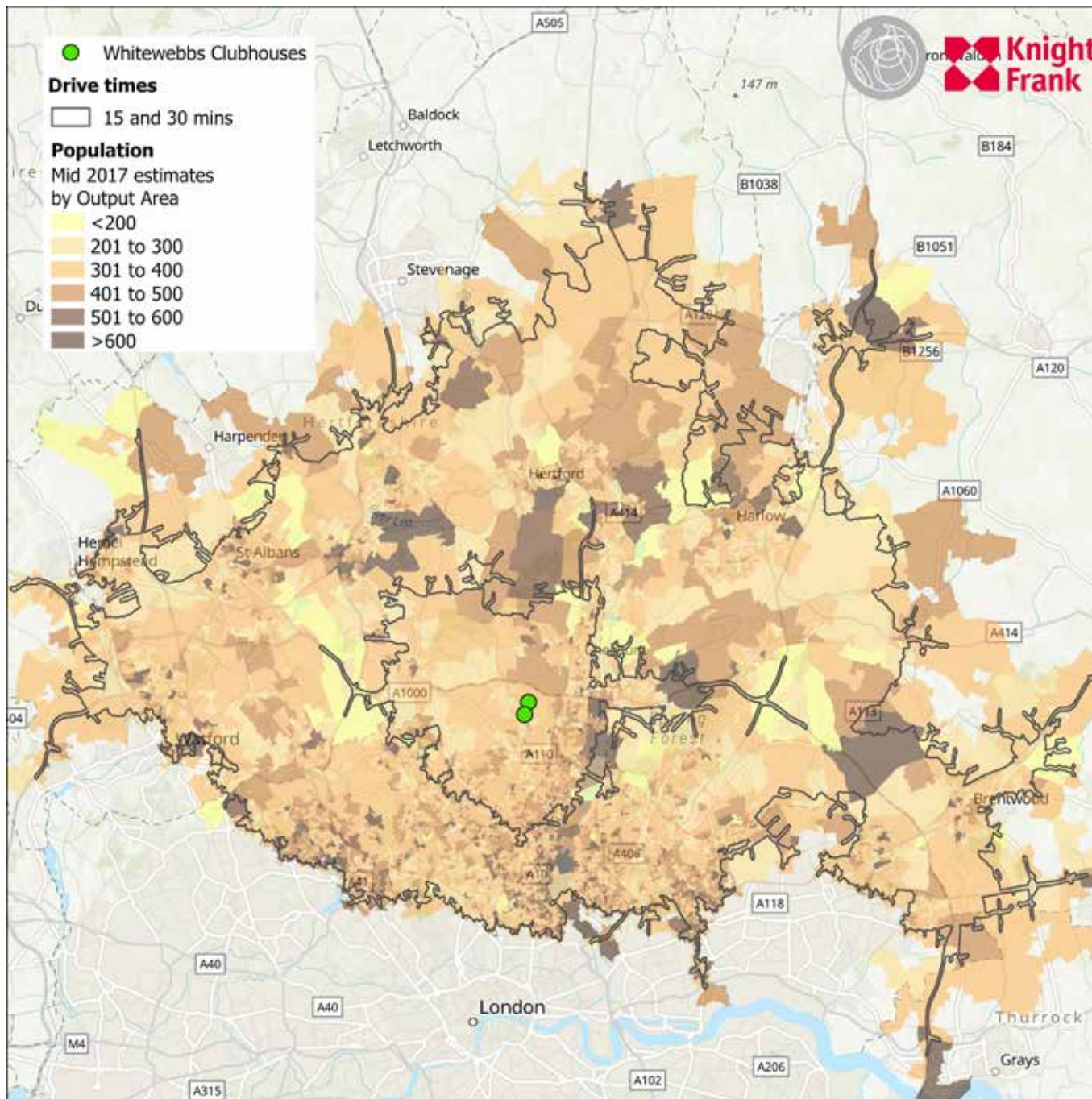
Whitewebbs Golf Course is well situated to engage with a large audience. The property is located between Enfield town centre (2 miles south) and the M25, with Junction 25 of the M25 (A10) approximately 1.8 miles to the north east.

Benefitting from two main road entrances, from Whitewebbs Road and Clay Hill via Beggars Hollow, the property is easily accessible from the M25 and A10.

The shop and café to the north of the site can be accessed by foot from Crews Hill Station in 30 minutes (1.6 miles), or the southern clubhouse is within a 20 minute walk from Gordon Hill Station (1.1 miles), making the property accessible without cars.







## The demographic

Data from 2017 estimates a population of 490,088 within a 15 minute drive of Whitewebbs, increasing to 2,773,553 people within a 30 minute drive.

The Experian Area profile also highlights Mosaic groups within the 15 and 30 minute catchments. A full description in the Experian Mosaic groups is available on the data room. The Experian data demonstrates that within 30 minutes of Whitewebbs Golf Course there are almost 130,000 households classified as 'City Prosperity', closely followed by almost 120,000 'Domestic Success' households.

# Facilities

Currently there are two golf clubhouses on site as shown on the site plan. Originally, the main clubhouse was on the southern side (the Beggars Hollow end), and in this location is the private clubhouse used by the members of Whitewebbs Golf Club, a substantial car parking area, a mobile café and a golf practice ground. The 18-hole course previously started and finished from this location.

The resident golf club, Whitewebbs Golf Club, run their own operation from the southern clubhouse. The southern clubhouse is in poor condition and is generally regarded as being close to, or at the end, of its useful economic life.

In the 1990s, the Council let Whitewebbs Golf Course to a commercial golf operator. The latter relocated its clubhouse facilities to the northern part of the site by converting the old stable block near the mansion house (now the Toby Carvery) into a golf shop/reception area with changing rooms and modest café facilities.

This move meant rerouting parts of the 18-hole course so that it started and finished close to the stable block clubhouse area. Nearby to the stable block clubhouse is a practice putting green and a customer car parking area. Also nearby is the greenkeeping complex.

The 18-hole course has a length of 5,822 yards (par 68) and originally opened for play in 1932. It was designed by the famous professional golfer, J H Taylor, a five-time winner of the Open Championship and a revered golf course architect.

The course is parkland in style and is within an attractive setting for golf with a brook meandering through parts of it (Cuffley Brook). The greens are of traditional construction and there is an automated irrigation system to greens and tees. Golfers starting from the southern clubhouse (the site of the private members club), start on the 11th tee.

The two existing clubhouse locations provide any future golf operator with considerable flexibility and choice on how to run the operation, and what facilities they may wish to provide to the market – such as an enhanced golf academy/practice area and adventure golf.

If requested, information on the main greenkeeping items can be provided. LBE has spent substantial sums in the last year upgrading some of the main greenkeeping machinery.





## Existing business

LBE runs the 18-hole golf course along with the stable block clubhouse 'in-house'. The Council has provided a summary of the last 5 years' of golf roundage, income and expenditure. A detailed breakdown of the site's running costs can be obtained from the data room; please note that the expenditure figures shown below do not include central Council cost allocations.

| Year    | Annual Roundage | Income Achieved | Total Service Expenditure | Service Total   |
|---------|-----------------|-----------------|---------------------------|-----------------|
| 2014/15 | 24,724          | £317,676        | £369,864                  | <b>-£52,188</b> |
| 2015/16 | 25,106          | £318,750        | £354,110                  | <b>-£35,360</b> |
| 2016/17 | 27,507          | £350,650        | £355,329                  | <b>-£4,679</b>  |
| 2017/18 | 26,095          | £328,869        | £389,918                  | <b>-£61,049</b> |
| 2018/19 | 22,740          | £315,170        | £331,009                  | <b>-£15,839</b> |

Below is a break-down of the Council's revenue figures for the last three years. They are net of VAT and come from on-site management accounts. Please note that from 1st April 2018, food and beverages sold over the counter were incorporated in to retail sales.

|                     | Year Ended<br>31 Mar 19 | Year Ended<br>31 Mar 18 | Year Ended<br>31 Mar 17 |
|---------------------|-------------------------|-------------------------|-------------------------|
| Green Fees          | 61%                     | 61%                     | 68%                     |
| Membership          | 14%                     | 15%                     | 8%                      |
| Retail              | 13%                     | 10%                     | 9%                      |
| Hire                | 10%                     | 9%                      | 10%                     |
| Food & Beverages    | 2%                      | 5%                      | 5%                      |
| <b>Total Income</b> | <b>100%</b>             | <b>100%</b>             | <b>100%</b>             |

Standard summer rate green fees are £20 midweek and £26.50 at weekends. Midweek and 7-day season tickets are also available at costs of £499 and £699 respectively. Midweek and 7-day golf cards are also available, and they give holders discounted green fees.

As at 4 July 2019 there were the following:

- 7-day season ticket holders 59
- 5-day season ticket holders 43
- 7-day golf card holders 2
- 5-day golf card holders 50

The Whitewebbs Golf Shop staff reserve the Whitewebbs Golf Club approximately 6 booking slots every Saturday and Sunday morning for their Club competitions. If the Club anticipates that they will not use all slots, they give them back to the shop staff well in advance.

There is the equivalent to 6.6 full time employees on site – 4 full time greenkeepers and 2.6 pro shop employees. Information on these employees, such as job titles and basic pay, can be requested and anonymised TUPE information will be provided.







## Potential uses

An independent report was conducted by LBE to ascertain the potential for landscaping. The agent has not had sight of this report but understands that the golf course alone has capacity for 150,000 to 200,000m<sup>3</sup> of soil. Applicants that are considering landscaping schemes are advised to make their own enquiries, and include these within the Expression of Interests, considering the other objectives of the Council.

Any schemes that involve a landscaping element must still meet the Council's objectives for the site. A scheme could only involve the deposition of specified soils and aggregates under CL:AIRE or EA permits.

From discussions with existing users of the property, some suggestions for future uses include:

- A leisure centre, or outdoor gym;
- Children's play area;
- Café or restaurant;
- Bike hire and bike tracks.

All uses will be subject to planning and we recommend pre-application advice is sought at the earliest opportunity. A complete list of suggestions can be found in the data room.

## Planning

Planning policy is dictated by the London Borough of Enfield's Core Strategy 2010 – 2025. An emerging Local Plan is currently being prepared. The proposals map accompanying the Core Strategy shows that Whitewebbs is designated as Green Belt, a Local Open Space and an Area of Special Advertisement Control. In addition, the woodland is classed as a Site of Metropolitan Importance for Nature Conservation. A small area of the southern part of the site, south of the club house, is also situated within the Clay Hill Conservation Area.

Redevelopment proposals that meet the requirements of the Core Strategy will be considered by LBE. We recommend that applicants make their own enquiries if a driving range forms part of their proposals.

Planning permission has previously been granted for the redevelopment of the northern clubhouse – TP/96/1099 'conversion of vacant stable block into a golf clubhouse involving the demolition of single storey extension, demolition of existing depot and erection of new shed for ancillary storage purposes, together with extension to existing golf course involving landscape work, formation of car parking and new access road'. This permission was not implemented.

## Services

LBE has confirmed that the property benefits from mains water, electricity, gas and drainage. The agent has not made their own enquiries in this regard.

We understand a mains gas pipeline runs in close proximity to the southern boundary, near the Clubhouse and car park. Applicants are advised to make their own enquiries if this impacts their plans of redevelopment.

## Rateable value

This is currently £117,000 effective from 1 April 2017. The Council has appealed this figure, via a 'challenge' to the Valuation Office Agency – as it is significantly higher than other local venues on a comparative basis. The Council is awaiting a response to the challenge from the Valuation Office Agency.

# Tenure and disposal

The freehold of Whitewebbs Golf Course is currently held by LBE. The property is subject to registered leases and more information is available on request.

The Southern Club House is occupied by a members-only Whitewebbs Golf Club, holding over from an expired lease. LBE is liaising with the Club to provide vacant possession of the site by the completion of a new lease.

Adjacent to the Southern Club House is a mobile catering service, holding over from a licence which terminated 31st March 2019. The licence fee is £10,000 per annum and permits the sale of hot and cold food, confectionery and non-alcoholic drinks only. The Council expect to issue a further licence terminating 31st March 2020.

There is a restriction on the selling of alcohol across the golf course, and food and drink outside of the club houses with some exceptions in accordance with the lease dated 23rd June 1998 between The Mayor and Burgesses of The London Borough of Enfield and Whitbread PLC. It may be possible to negotiate an agreement with Whitbread PLC to amend this restriction, subject to approval from LBE and Whitbread PLC.

LBE is offering a 25 year lease over the property, subject to appropriate break clauses. The lease will be governed by the Landlord & Tenant Act 1954 and excluded from the security of tenure provisions. The tenant will have full repairing and insuring obligations and will be able to assign and share possession in accordance with the lease provisions. An example lease can be found in the data room.

LBE aim to complete a new lease before the end of 2019, with the new tenant taking occupation before 31st March 2020.

Initial expressions of interest are invited by midday on Friday 18th October. These should be completed on the document provided to ensure that details on the following are included:

- Applicant
- Proposed future use of the property
- Extent of premises  
(if applying for part only)
- Details of relevant experience in proposed use
- The proposed annual rent offered, including any rent premiums or rent free periods
- Outline development proposals
- Details on how the proposals fit with LBE's Vision
- A summary business plan

All offers will be considered, and dependent upon the level of interest, will be ranked against the Scoring Matrix provided in the data room. If strong interest is received, LBE and their agents reserve the right to initiate a second, more detailed, stage of bidding with the parties which ranked highest on the Scoring Matrix.

Applications for part of the property may be disregarded if there is not enough interest to fully let the demise. In this circumstance applicants will be invited to revise their offer to reflect a tenancy of the whole.

LBE reserves the right not to accept any proposal received.







# Contact us.

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## Important notice

1. Particulars: These particulars are not an offer or contract, nor part of one. You should not rely on statements by Knight Frank LLP in the particulars or by word of mouth or in writing ("information") as being factually accurate about the property, its condition or its value. Knight Frank LLP has any authority to make any representations about the property, and accordingly any information given is entirely without responsibility on the part of the agent or seller. 2. Photos, plans, maps and Computer Generated Images (CGIs): Photographs used show only certain parts of the property as they appeared at the time they were taken. CGIs used in this document are for indicative purposes only. Areas, measurements and distances given are approximate only. 3. Regulations: Any reference to alterations to, or use of, any part of the property does not mean that any necessary planning, building regulations or other consent has been obtained. A buyer or lessee must find out by inspection or in other ways that these matters have been properly dealt with and that all information is correct. 4 VAT: The VAT position relating to the property may change without notice. Particulars dated September 2019.

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| Bidder   | Leisure Experience (10%) |                |   | Rental Offer (35%) |                |
|--|--------------------------|----------------|---|--------------------|----------------|
|  | Category Score           | Weighted Score | Comments  | Rent Offered       | Weighted Score |
| <b>Bidder A -</b><br>Use of Whitewebbs for rewilding, educational, livestock and community uses  | 75                       | 7.5            | Farming, college and visitors to premises they have good experience with. Experience of managing an open premises limited | £0                 | 0              |
| <b>Bidder B - Full</b><br>Redesigned golf course including landscaping, along with a number of other leisure uses both paid for and free of charge. These uses include dog agility, community hub, drone flying, fishing, team activity events | 25                       | 2.5            | Managed by newly formed WEPH - no experience of operational management demonstrated                                       | £2,500,000         | 17.5           |
| <b>Bidder B - Reduced</b>  | 25                       | 2.5            |   | £1,970,000         | 13.79          |
| <b>Bidder C</b><br>Main element of the business is Big Shots driving range with large F&B offering, plus adventure golf course, reduced golf course  | 25                       | 2.5            | No demonstratable experience from the bidder  | £5,000,000         | 35             |

|   |     |     |  |            |          |
|---|-----|-----|--|------------|----------|
| <b>Tottenham Hotspur</b><br>Use of part of the golf course for football pitches for womens football, plus community hub, habitat bank, rewilding and return to historic parkland. | 100 | 10  | Experience in the offering - football and experience around that, as well as pitch maintenance.  | £2,000,000 | 14       |
| <b>Bidder E - Low</b>   | 100 | 10  | Wildwood Trust has operated for over 17 years and has created two wildlife parks and education centres exactly like the one proposed for Whitewebbs. | £462,821   | 3.239747 |
| <b>Bidder E- Mid</b>  | 100 | 10  |  | £693,979   | 4.857853 |
| <b>Bidder E - High</b><br>Wildlife visitor and educational centre and rewilding of Whitewebbs   | 100 | 10  |  | £959,000   | 6.713    |
| <b>Bidder F -</b><br>Development of an events venue, continuation of reconfigured golf course and community park.   | 25  | 2.5 | No experience in leisure   | £2,400,000 | 16.8     |



| Business Plan & Financial Standing (15%) |                |                |  |
|--|----------------|----------------|--|
| Comments                                 | Category Score | Weighted Score | Comments   |
| Zero rent offered                        | 50             | 7.5            | Heavily weighted to proposed grant funded income - especially for apprenticeships and education, other income - public facing education & activities like tours, livestock related income via farm shop. The bid did not confirm that this funding has been secured yet.   |
| Made up of £100k pa                      | 50             | 7.5            | Reliant on sub-leases - 3.5 years until operation, £130k for community hub - unsure how that is achievable 24 year pay back without importation. No suggested future operational partner.  |
|  | 50             | 7.5            |  |
| £200k pa                                 | 25             | 3.75           | Second highest income is from liquor sales, room hire is high (compete FH), doesn't appear to consider business rates (utilities?). Yr 1 income based on almost 1150 visitors a day + golf. (only 200 car parking spaces at present) Concerns of financial and lack of transparency of future funding. Business Case is based on Bigshots International but the submission is from Bigshot UK and there is no description of the relationship between the two organisations. |

|   |    |       |  |
|---|----|-------|--|
| Payable as one sum or as a rental income  | 75 | 11.25 | Strong financials, habitat bank appears strong income source, although further details surrounding the financial details and the type of work that would be undertaken on site and how the bank would operate need to be confirmed. Offer also includes the TUPE of staff  |
| Profit-sharing arrangement proposed. They have offered to pay a percentage of profits from certain 'commercial' activities. Rent capped at £40k & income from activities such as charged car parking. | 50 | 7.5   | Capital funding will be sought from a diverse range of Grant Making Trusts, Lottery Funds and public donations including major donors. The bid did not provide confirmation that this has been secured already   |
|   | 50 | 7.5   |  |
|   | 50 | 7.5   |  |
| £100k pa - 1 year rent free period  | 25 | 3.75  | Concern that there is no experience in golf course management or operations, 2nd element of business case is based on popularity of golf and new generations entering the sport- although it is a shrinking market, the main element if a wedding venue (not leisure) no detail of potential costs and incomes, no real detail at all. |

| Pre App Planning Advice (10%) |                |   | Meeting Councils Objectives (30%) |                |
|-------------------------------|----------------|---|-----------------------------------|----------------|
| Category Score                | Weighted Score | Comments  | Category Score                    | Weighted Score |
| 100                           | 10             | The pre app advice was that the use would have very positive aspects in regard the use of the green belt and lack of building work is broadly positive and likely to be supported   | 75                                | 22.5           |
| 50                            | 5              | Concerns on development/buildings on openness of green belt, concerns of access to site, potential heritage issues, uses would generally be ok, re-profiling would be objected to at this stage - local amenity and highway capacity, | 50                                | 15             |
| 50                            | 5              |   | 50                                | 15             |
| 25                            | 2.5            | Significant concerns from the Local Planning Authority regarding the scale of development which includes driving range, adventure golf courses, hardstanding and a 500 seat venue and resulting impact, including T&T and heritage .  | 25                                | 7.5            |

|    |     |   |    |      |
|----|-----|---|----|------|
| 75 | 7.5 | Generally favourable although further details are required  | 75 | 22.5 |
| 25 | 2.5 | Inappropriate within greenbelt and harmful to the openness. T&T concerns based on projected visitor numbers. Zoo area would require significant development for animal enclosure, boundary treatments for paid attraction and visitor centre. | 75 | 22.5 |
| 25 | 2.5 |   | 75 | 22.5 |
| 25 | 2.5 |   | 75 | 22.5 |
| 25 | 2.5 | The LPA acknowledge the aspiration of the development and welcome such a form of development in isolation, albeit not on the site of Whitewebbs Golf course.  | 25 | 7.5  |

|  | TOTAL SCORE  |   |
|--|--------------|---|
| <i>Comments</i>  | <i>Total</i> | <i>Outcome</i>  |
| Details provided of meeting most objectives Café & toilets to be provided at the north of the site - also intend to continue to provide and possible enhance current facilities in the south, clear focus on maintaining and improving the woodland and open areas,                  | 47.5         | 3rd   |
| Slightly reduced public access - development reduces usable space, bike tracks chargeable, thorough Coms plan submitted, few details on maintenance of woodland & open areas regarding habitats etc, large amount of activities proposed, new proposed café with welfare facilities. | 47.5         | 3rd   |
|  | 43.79        |   |
| No public café/welfare details, no details of maintenance, no real detail provided of how the Councils objectives would be achieved  | 51.25        | 2nd - although made up of price - planning permission for scheme is highly unlikely |

|   |           |                  |
|---|-----------|------------------|
| Nine key communications strategies have been identified and set out, increased and improved access, additional bridle and cycle ways by an extra 3 km, openness increased by turning golf course to parkland, | 65.25     | Preferred bidder |
| Pathways and bridleways maintained, significant measures to maintained open space and woodland, wide range of activities outside of zoo element provided, included café and toilets                           | 45.739747 | Bid Withdrawn    |
|   | 47.357853 |                  |
|   | 49.213    |                  |
| Future plans still to be formed, no details of maintenance, phased approach, no coms plan, main use is for events - not considered a leisure use  | 33.05     | 5th              |

## Enfield Equality Impact Assessment (EqIA)

### Introduction

The purpose of an Equality Impact Assessment (EqIA) is to help Enfield Council make sure it does not discriminate against service users, residents and staff, and that we promote equality where possible. Completing the assessment is a way to make sure everyone involved in a decision or activity thinks carefully about the likely impact of their work and that we take appropriate action in response to this analysis.

The EqIA provides a way to systematically assess and record the likely equality impact of an activity, policy, strategy, budget change or any other decision.

The assessment helps us to focus on the impact on people who share one of the different nine protected characteristics as defined by the Equality Act 2010 as well as on people who are disadvantaged due to socio-economic factors. The assessment involves anticipating the consequences of the activity or decision on different groups of people and making sure that:

- unlawful discrimination is eliminated
- opportunities for advancing equal opportunities are maximised
- opportunities for fostering good relations are maximised.

The EqIA is carried out by completing this form. To complete it you will need to:

- use local or national research which relates to how the activity/ policy/ strategy/ budget change or decision being made may impact on different people in different ways based on their protected characteristic or socio-economic status;
- where possible, analyse any equality data we have on the people in Enfield who will be affected eg equality data on service users and/or equality data on the Enfield population;
- refer to the engagement and/ or consultation you have carried out with stakeholders, including the community and/or voluntary and community sector groups and consider what this engagement showed us about the likely impact of the activity/ policy/ strategy/ budget change or decision on different groups.

The results of the EqIA should be used to inform the proposal/ recommended decision and changes should be made to the proposal/ recommended decision as a result of the assessment where required. Any ongoing/ future mitigating actions required should be set out in the action plan at the end of the assessment.

**The completed EqIA should be included as an appendix to relevant EMT/ Delegated Authority/ Cabinet/ Council reports regarding the service activity/ policy/ strategy/ budget change/ decision. Decision-makers should be confident that a robust EqIA has taken place, that any necessary mitigating action has been taken and that there are robust arrangements in place to ensure any necessary ongoing actions are delivered.**





## SECTION 1 – Equality Analysis Details

|   |  |
|---|--|
| <b>Title of service activity / policy/ strategy/ budget change/ decision that you are assessing</b> | <b>Decision to award 25-year lease for Whitewebbs Park Golf Course</b> |
| <b>Lead officer(s) name(s) and contact details</b>  | <b>Mark Bradbury<br/>mark.bradbury@enfield.gov.uk</b>                  |
| <b>Team/ Department</b>   | <b>Property and Economy – Place</b>                                    |
| <b>Executive Director</b>   | <b>Sarah Cary</b>  |
| <b>Cabinet Member</b>   | <b>Cllr Maguire</b>  |
| <b>Date of EqIA completion</b>  | <b>5 November 2020</b>   |

## SECTION 2 – Summary of Proposal

Please give a brief summary of the proposed service change / policy/ strategy/ budget change/project plan/ key decision

It is proposed that the Council enter into an Agreement for Lease and subject to planning permission for the proposed use, approves the granting of a lease of a 25-year lease for the area of Whitewebbs Park Golf Course (WPGC) shown marked Area A on the attached plan to Tottenham Hotspur Ltd (THL).

On 11 April 2019, the Overview & Scrutiny Committee agreed to confirm the Portfolio decision KD4849, for the Authority to market WPGC, taking a flexible approach in order achieve a sustainable future that optimises delivery of the Council's Corporate Objectives.

Prior to the marketing of Whitewebbs Park, the Council engaged directly with stakeholders of the park, to inform them of the Councils plans to market the site and provide updates throughout the marketing process. The stakeholders engaged by the Authority were:

- Ward Councillors
- The Friends of Whitewebbs Park
- The Friends of Hilly Fields
- The Greenbelt Forum
- Whitewebbs Golf Club

- Whitewebbs Golf Course Users

Council officers prepared a vision document which outlined the Authority's objectives for the leasing of the site which was included in the marketing material. Stakeholders helped officers develop the stated ambitions and the scoring criteria for the bid assessment. As a result, bidders were required, to demonstrate as part of their Expressions of Interest, how they would support the Council's vision in the following categories:

- Retention or enhancement of public access
- Maintenance of woodland and open areas
- Range of activities
- Provision of refreshments and welfare facilities
- Community Engagement

Following the marketing process of the property, THL's submission achieved the highest evaluation score and was selected as the preferred bidder to award a 25-year lease for WPGC. The bid was underpinned by a masterplan which ensured that the Council's LBE's five stated objectives would be achieved across the WPGC site.

Ahead of the launch of the marketing programme, stakeholders were invited to suggest potential future leisure uses of the park, which were then included in the marketing material.

The Council will receive an annual lease payment, as well as a capital payment for improvement works to infrastructure within Whitewebbs Woods. The payments will ensure that the site is no longer a financial burden for the Council and will allow improvements to be made to the existing park infrastructure.

The proposal would see part of the lease site used as a football academy site and it is proposed that the remainder of the golf course area would be transformed to parkland with open access provided to park users. In addition, the lease will see the creation of a new café and community space, to replace the current mobile provision and dilapidated southern golf club house.

As a result of the lease, the site will no longer be used as a golf course. Currently, whilst the golf course is open for any person to pay and play, the golf course area is not accessible for non-golfing activities. Five golf courses will remain within the borough and additional community golf use provisions have been negotiated with Crews Hill Golf Course and Enfield Golf Course. The proposed change of use of part of the golf course to parkland will create an increased usable free green and open space for all members of the public.

As part of the proposals planning processes, there will be the usual statutory consultation period where the local community will have the opportunity to comment.

Under the proposed changes to the site, WPGC staff will be affected by the decision. The Council will ensure that it complies with its obligations under the Transfer of Undertakings (Protection of Employment) Regulations 2006 in respect of any staff who could potentially transfer to THL. Should TUPE not apply, a separate restructuring report will be produced, and the Council's Principles of Managing Re-organisations will be applied. This would include consultation with staff and trade unions in accordance with statutory regulations and Council guidelines. If redeployment proves unsuccessful, a redundancy payment and early retirement benefits will be payable as appropriate to eligible employees in accordance with the Council's current policy.

## SECTION 3 – Equality Analysis

This section asks you to consider the potential differential impact of the proposed decision or change on different protected characteristics, and what mitigating actions should be taken to avoid or counteract any negative impact.

According to the Equality Act 2010, protected characteristics are aspects of a person's identity that make them who they are. The law defines 9 protected characteristics:

1. Age
2. Disability
3. Gender reassignment.
4. Marriage and civil partnership.
5. Pregnancy and maternity.
6. Race
7. Religion or belief.
8. Sex
9. Sexual orientation.

At Enfield Council, we also consider socio-economic status as an additional characteristic.

“Differential impact” means that people of a particular protected characteristic (eg people of a particular age, people with a disability, people of a particular gender, or people from a particular race and religion) will be significantly more affected by the change than other groups. Please consider both potential positive and negative impacts, and, where possible, provide evidence to explain why this group might be particularly affected. If there is no differential impact for that group, briefly explain why this is not applicable.

Please consider how the proposed change will affect staff, service users or members of the wider community who share one of the following protected characteristics.

### Age

This can refer to people of a specific age e.g. 18-year olds, or age range e.g. 0-18 year olds.

Will the proposed change to service/policy/budget have a **differential impact [positive or negative]** on people of a specific age or age group (e.g. older or younger people)?

Please provide evidence to explain why this group may be particularly affected.

No anticipated impact on this protected characteristic

### Mitigating actions to be taken

### Disability

A person has a disability if they have a physical or mental impairment which has a substantial and long-term adverse effect on the person's ability to carry out normal day-day activities.

This could include:

Physical impairment, hearing impairment, visual impairment, learning difficulties, long-standing illness or health condition, mental illness, substance abuse or other impairments.

Will the proposed change to service/policy/budget have a **differential impact [positive or negative]** on people with disabilities?

Please provide evidence to explain why this group may be particularly affected.

The proposal will ensure that improvements to infrastructure to provide accessibility to all residents.

### Mitigating actions to be taken

Accessibility to be considered at the design stage of improvement works, including wheelchair accessible paths and sensory elements for visually impaired.

### Gender Reassignment

This refers to people who are proposing to undergo, are undergoing, or have undergone a process (or part of a process) to reassign their sex by changing physiological or other attributes of sex.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on transgender people?

Please provide evidence to explain why this group may be particularly affected.

No anticipated impact on this protected characteristic

#### Mitigating actions to be taken

### Marriage and Civil Partnership

Marriage and civil partnerships are different ways of legally recognising relationships. The formation of a civil partnership must remain secular, where-as a marriage can be conducted through either religious or civil ceremonies. In the U.K both marriages and civil partnerships can be same sex or mixed sex. Civil partners must be treated the same as married couples on a wide range of legal matters.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people in a marriage or civil partnership?

Please provide evidence to explain why this group may be particularly affected

No anticipated impact on this protected characteristic

#### Mitigating actions to be taken

### Pregnancy and maternity

Pregnancy refers to the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on pregnancy and maternity?

Please provide evidence to explain why this group may be particularly affected

No anticipated impact on this protected characteristic

|                                       |
|---------------------------------------|
|                                       |
| <b>Mitigating actions to be taken</b> |
|                                       |

|  |
|--|
| <b>Race</b>  |
| This refers to a group of people defined by their race, colour, and nationality (including citizenship), ethnic or national origins.   |
| Will this change to service/policy/budget have a <b>differential impact [positive or negative]</b> on people of a certain race?  |
| Please provide evidence to explain why this group may be particularly affected   |
| Some of the most acute effects of deprivation are felt by black and minority ethnic communities living on a low income in urban areas. The poor quality of their local environment has a considerable impact on their health and wellbeing. Improving access to green spaces is likely to have a positive impact on the health and wellbeing on the grounds of race. |
| <b>Mitigating actions to be taken</b>  |
| None   |

|   |
|---|
| <b>Religion and belief</b>  |
| Religion refers to a person's faith (e.g. Buddhism, Islam, Christianity, Judaism, Sikhism, Hinduism). Belief includes religious and philosophical beliefs including lack of belief (e.g. Atheism). Generally, a belief should affect your life choices or the way you live. |
| Will this change to service/policy/budget have a <b>differential impact [positive or negative]</b> on people who follow a religion or belief, including lack of belief?   |
| Please provide evidence to explain why this group may be particularly affected.   |
| No anticipated impact on this protected characteristic  |

### Mitigating actions to be taken

### Sex

Sex refers to whether you are a man or woman.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on men or women?

Please provide evidence to explain why this group may be particularly affected.

THL wish to develop a women's football academy to sustain the growth in women's football, with a regionally significant facility that is dedicated to the development of women and girls' football from grassroots level – the two components feeding off one another. The facility would be the first of its kind in the UK and would be inspirational facility for female participation in sport.

The proposed Women's Football Academy will create a positive impact on women, by developing female football talent from U10 level, through U16 and U18 levels up to development squad (reserve team) level.

In addition to the development of academy talent, the facility will also enable the development of female grassroots football through a variety of THL and FA programmes, such as SSE Wildcats (age 5-11); Mini Soccer Teams (7-10); Youth Teams (11-16); FA Mars Just Play (16+); Soccercise (16+); 5s (16+); and Women's Walking Football (16+).

### Mitigating actions to be taken

No action to be taken

### Sexual Orientation

This refers to whether a person is sexually attracted to people of the same sex or a different sex to themselves. Please consider the impact on people who identify as heterosexual, bisexual, gay, lesbian, non-binary or asexual.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people with a particular sexual orientation?



Please provide evidence to explain why this group may be particularly affected.

No anticipated impact on this protected characteristic

**Mitigating actions to be taken**

**Socio-economic deprivation**

This refers to people who are disadvantaged due to socio-economic factors e.g. unemployment, low income, low academic qualifications or living in a deprived area, social housing or unstable housing.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people who are socio-economically disadvantaged?

Please provide evidence to explain why this group may be particularly affected.

No anticipated impact on this protected characteristic

**Mitigating actions to be taken.**

## SECTION 4 – Monitoring and Review

How do you intend to monitor and review the effects of this proposal?

Who will be responsible for assessing the effects of this proposal?

Lease will be managed by Strategic Property Service and any requirements will managed through the usual lease management procedures.



## SECTION 5 – Action Plan for Mitigating Actions.

| Identified Issue | Action Required | Lead officer | Timescale/By When | Costs | Review Date/Comments |
|------------------|-----------------|--------------|-------------------|-------|----------------------|
|                  |                 |              |                   |       |                      |
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