

Quayle Steven

From:

Sent: 02 November 2009 00:23

To: Quayle Steven

Subject: Upton Park

Dear Mr. Quayle,

I am writing to object to the council's proposed sale of part of Upton Park, known as the "ransom strip". My objections inter alia are as follows:

1. It has been suggested that the alternative access has an 80% chance of receiving planning consent yet this is just speculation. My suggestion would be to push Kelobridge into attempting to obtain planning consent via this alternative route if it can get it. Rob Anderson's presentation at the recent council meeting also confirmed that the alternative access would be for 100 fewer houses than the ransom strip route. With this in mind, in the unlikely event of the alternative access receiving planning consent, the ransom strip will still have value and the council could then make a decision about whether or not to sell the land based on the full facts, as kelobridge would doubtless favour access via the ransom strip if it means an additional 100 homes can be built. In the event of the alternative access failing to obtain planning consent, the council's ransom strip could obtain full ransom value if sold.

This all begs the question that if planning consent is obtainable for the alternative access, why doesn't Kelobridge just get on with it and obtain consent? The answer is that it is highly probable that it will not receive planning consent. However, who can blame Kelobridge for not bothering if the council is prepared to sell the ransom strip (enabling an additional 100 houses) at half price!

2. The council can therefore act in accordance with the wishes of the public and attempt to frustrate the proposed development of this land.

3. Notwithstanding the above correct commercial approach that I outline above (1), the land is protected by covenants preventing the use of the land in this way. It is wrong for the council to breach the trust and intent of the parties when this land was transferred to the council.

4. Issues over compensation that householders with the benefit of the covenant are unresolved and could cost significant sums.

5. In conclusion, the sale of this land is not within the wishes of the local populace and should be resisted. Even if it is sold, I do not believe that by rushing through a sale in this way without the full facts having been established (i.e. whether the alternative access can obtain planning consent) is the correct commercial or tactical approach.

I trust that these comments can be taken into account bearing in mind that the consultation ended at close of business on friday and no work will have been done on the matter since then.

Regards,

Simplify what you do everyday. [Find the right PC for you.](#)

29th October

Dear Sir,

SLOUGH BOROUGH COUNCIL			
02 NOV 2009			
LEGAL SERVICES			

This piece of land is very important to me as it is the biggest park in our area. It is used by many of the locals for recreation activities. We strongly object to the development as it is a park for everyone to enjoy. In the future this piece of land will be used for recreational purposes as the population increased in Slough. Developing on Upton park will lead to more traffic and alot more disturbances which will occur to all locals living around the area. I urge to take my thoughts in consideration
yours faithfully

Quayle Steven

From:

Sent: 01 November 2009 12:27

To:

Cc:

Subject: Labour Party seek to prevent covenanted Parkland being sold off for development - but in Slough, the Labour Group fail to support local residents trying to protect their covenanted Park.

Attachments: GunnersburyPark.GordonBrown.jpg; img081.jpg; GunnersburyE LEADER_Athousand say no_jpg1200width.jpg

Prime Minister Gordon Brown and Minister Ann Keen MP welcome park campaigner Bela Cunha to No.10 Downing Street to thank her for her efforts to block the sale of part of Gunnersbury Park to developers.

Please see attached:

"Ealing & Acton Gazette" 30/10/09 p.6 - "Community hero Bela is invited to meet Gordon"

and Opinion letter from Cllr. Joanna Dabrowska (Con).

"...over my dead body will I ever give up any piece of the parkland to developers to help pay for it"

"Ealing & Acton Gazette" 30/10/09 p.23 - "Reject flawed survey and listen to people" and calling for "genuine public consultation"

"Ealing Leader" 3/10/08 p.3 - "A thousand say 'no' to plan"

"This is a question of trust and honour and should not be about cashing in on land intended"

02/11/2009

for the people"

But compare this magnificent support by Ann Keen MP, Labour Minister to the reprehensible manner in which the people of Slough are treated by the Labour Group in Slough (headed by Cllr. James Swindlehurst and colleague Cllr. Rob Anderson, Leader of the Labour Group) after they objected *in their thousands* to the selling off of part of Upton Court Park to (insolvent) backland developers.

NB. Dear Ann Keen MP, Steve Pound MP, Andrew Dismore MP and Cllr. Ruth Cadbury, - as you may recall, we have done our best to help some of your constituents in various past cases within the last 23 years - including for the Gunnersbury Park court hearing at the Lands Tribunal before Judge Marder QC, President, upholding the legal rights of local residents living around the Park after creating the "Gunnersbury Park Covenant Group" with Peter Blacker, Bela and neighbours.

The Slough MP Ms Fiona MacTaggart and her former agent, Cllr. James Swindlehurst (who welcomed Gordon Brown to Slough after the last council election in 2008) have set their hand against the people who sought their help and who, like Bela, have campaigned against the sale of the parkland (the eastern entrance to the Park, which resembles the entrance to Gunnersbury Park with its public footpath and driveway into the Park) to backland developers Kelobridge to enable them to carry out a major unneighbourly development adjacent to the Green Belt and blocking rights of way into the park and open views to Windsor Castle enjoyed for over half a century.

Please would you present this information to Gordon Brown, the Prime Minister and ask for his personal intervention in Labour-run Slough, as I understand he has done on a previous occasion.

Thank you.

09

(for objectors in Slough who have petitioned the Council on several occasions *in their thousands* to protect and preserve Upton Court Park)

The Covenant Movement

Attached: 3 press articles.

& South Bucks
Slough Express



Friday, June 6, 2008 No. 9952

Serving the community since 1812

where said 40p

'Get your mitts off Castleview land'

By **Terry Pattinson**
 Slough reporter

ANGY Sally Stanton, grand-daughter of benefactor farmer Fred Cornish, slammed council bosses this week for trying to sell off part of Upton Court Park to developers.

Mrs Stanton, of Quaves Road, Slough, speaking for the first time about the Castleview estate planning rumpus, said: "The council should get its mitts off this land because it was given to the people of Slough by my grandfather.

"We used to speak about it when I was a child and it meant a lot to him that the park would always be a place of pleasure and peace for the residents of the town. This council is betraying his wishes and his memory."

Mrs Stanton, who has also given a statement to the High Court, is a reluctant recruit to the Castleview campaign because she shuns publicity.

But she said: "On this issue I am more than happy to support the residents and condemn councillors for their disgusting behaviour. Goodness know what grandfather would have made of all this."

Fred Cornish, who started

life as a butcher and became a farmer at Upton Court Farm, died in 1964, aged 86, but left a deed of covenant in 1985 to protect the land now known as Upton Court Park.

Mrs Stanton, a mother of two sons, added: "Fred lived in Slough High Street when it was a dusty unmade road and became known as 'Mr Slough' because he was that popular. Covenants should be respected and many people are living in houses which Fred and his family built."

Fred's wife, formerly Mabel Roberts, died seven years ago. Most of their descendants have moved away to the Isle of Man and the Channel Islands.

Mrs Stanton and other residents submitted statements to the High Court on Tuesday, when campaign leaders led by Richard Sable sought leave for a judicial review.

Meanwhile, Slough Council deputy leader Cllr James Swindlehurst admitted this week that the council's legal team had given councillors incorrect advice prior to a crucial cabinet meeting over the Castleview saga in March.

But he said: "It is purely academic. We are talking about a dirt track in the park in green belt which our legal team

thought had been removed from green belt. But it does not make any difference. It is still ours to sell on behalf of the public, and the proposed building site in question, which is not in green belt, can be built on because a government inspector has granted permission."

He defied demands from angry Castleview residents to give up his seat on the planning committee because of complaints made against him to the Standards Board of England.

He said: "I took legal advice before meetings and I have no case to answer. I have absolutely no intention of stepping down, but I have no gripe with their decision to fight the case. We are, however, in the final days and months of this dispute."

Steven Quayle, Slough Council's director for law and corporate governance, said there may have been 'some confusion' originally over the green belt status of the strip in question, dubbed the 'ransom strip'.

He added: "However, it remains as green belt, and would do so even if an access road was built on this land. The Castleview site earmarked for housing development was taken out of the green belt when the local plan was agreed in 2004."

IN THE HIGH COURT OF JUSTICE ADMINISTRATIVE COURT

Re: Application for Leave for Judicial Review of the Decision of Slough Borough Council to Appropriate Parkland at Upton Court Park, Slough made by Rex Ankers and Richard Sable

Witness Statement of Sally Stanton

I, Sally Stanton, will say as follows:

- 1) My name is Sally Stanton. I live in Quaves Road, Slough in a house built by my late grandfather, Frederick Cornish, who sold some of his land to the Urban District of Slough in May 1935 in order to create a Park for the pleasurable use of the people of Slough for all time.
- 2) I attended the Cabinet meeting on the 10th March 2008 as I had heard that Council officers were intending to sell a piece of the Park which the Council had promised to keep for all time for the benefit of the people of Slough and I am really very angry that they should break such a promise, particularly as it was said to have been taken out of Green Belt, which I was sure was not the case.
- 3) My mother lived at Upton Court Farm for about eighty years, and when I was growing up, my mother told me about her father's generosity and how she hoped the Park would never be built on.
- 4) My grandfather and his family built many of the houses which make up the Upton Court Estate and it was his wish that the people who lived in his houses would derive benefit and pleasure from the parkland he had left for them.
- 5) I also continue to own another plot of land which directly faces the Park and am aware that I and my family enjoy the benefit of my grandfather's generosity in owning land along with everyone else on the Estate who is a beneficiary of the protective covenants on Upton Court Park.

To the best of my belief the above is true.

Signed: Sally Stanton 

Dated: 2nd June 2008

Quayle Steven

From:
Sent: 31 October 2009 15:14
To: Quayle Steven
Cc:

Subject: A Step too far - Objections re Sale of Part of Upton Court Park

Attachments: Get your mitts off029redsize.jpg; Sally Stanton witness statement.38percent.jpg

Mr Steven Quayle,
Head of Legal
Slough Borough Council.

Dear Mr Quayle,

I am aware that the Consultation about the proposed sale of the parkland only formally ended on 30th October 2009, which was a Friday and that you were receiving objections up to 4.45pm Friday late afternoon.

However, I believe that the Cabinet Agenda is out already to decide upon the results of the consultation?

This seems an unseemly rush.

The patient's body is still warm, yet the relatives are already fighting over the money!

Isn't it the case that the Agenda must have been completed and printed several days before 30th October 2009? In Ealing, normally planning agendas are written up two weeks before the committee meeting and circulated a week before the night of the meeting.

The results of the consultation should be with and part of the circulated Agenda, but obviously this is not possible.

In your letter to Mr Sable of 26th October 2009, you wrote:

02/11/2009

Dear

Where open space land has been appropriated to planning purposes (as here) the Council must follow the procedure set out in Section 233 of the Town and Country Planning Act 1990. This requires a local authority who intend to dispose of the open space land to :-

1. publicise its intention to do so for at least 2 consecutive weeks in a newspaper circulating in their area and
2. consider any objections to the proposed disposal which may be made before any decision is reached.

Thus the Cabinet must consider fairly and on their merits all of the objections to the proposed disposal before any final decision is reached.

The final decision will be a matter for the Cabinet in due course. I hope this helps.

I attach the plan showing the land which is affected. If you need any further information please let me know.

Steven

As you kindly wrote: "**Cabinet must consider fairly and on their merits all of the objections to the proposed disposal before any final decision is reached**" and "**The final decision will be a matter for the Cabinet in due course.**" This gives some expectation that your Council would act in a fair and hopefully honourable manner. Despite political pressure, your Council still has some ethics to uphold especially on a sensitive matter as this is. Once parkland is lost, it is gone forever.

On an important issue like this, there should be a properly studied report by officers from legal and parks which should be with the Agenda and members should have an opportunity to pre-read all this information in the normal way.

If, as it seems, the intention is to decide to sell off the Park in a few days time by effectively bypassing or rushing the due consultation-results process, then residents may have to challenge this procedure as it certainly seems to give the appearance to me of a pre-decided outcome and a reckless contempt for the due consultation process.

It seems that even "the second coming of Christ" would not dissuade the Council from selling off the parkland thus betraying its solemn promise given to Fred Cornish in 1935 and about which his granddaughter spoke (please see attached).

It is a sad day that a once-respected Council is being manipulated in this way. But perhaps, the High Court would take a different view if the matter is brought before it again.

Regards,

/10/09

The Covenant Movement

02/11/2009

cc. Ann Keen MP, Minister for Parks, Sports and others listed above.

NB. Dear Ms Keen MP, Mr Steve Pound MP, Mr Andrew Dismore MP - please would you be good enough to also pass this letter and attachments to the Prime Minister. Thank you.

----- Original Message -----

From: Quayle Steven

To: [redacted]

Cc: [redacted], [redacted]

Sent: Friday, October 30, 2009 3:02 PM

Subject: RE: Objection Letter re Sale of Part of Upton Court Park

Dear

Thank you for this. I will put it to the Cabinet on the 5th November.

Steven Quayle

From: Dexter Smith [mailto:]

Sent: 30 October 2009 12:00

To: Quayle Steven

Cc: Dick Sable; vmfree

Subject: Objection Letter re Sale of Part of Upton Court Park

Dear Steven

Below, and also as an attached word document, is my letter of objection relating to the Council's proposed sale of part of Upton Court Park in accordance with the notice you issued 9th October 2009.

Regards,

30th October 2009

Mr S.M. Quayle,
Borough Secretary & Solicitor,
Slough Borough Council,
51 Bath Road, Slough, SL1 3UF.

Dear Mr Quayle,

Proposed Sale of Land at Upton Court Park, Slough

In accordance with the Public Notice you issued on 9th October 2009, I write to record my reasons

for objecting to the proposed sale of part of Upton Court Park to Kelobridge Ltd as an access to the so-called Castleview housing development site.

This parkland belongs to the people of Slough, and the Council are just its custodians. Slough citizens have shown their strong opposition to this sale through various petitions, in particular from the Castleview Residents Association. The Council's own Slough-wide consultation of February 2008 states "When specifically asked the question 'Should the sale go ahead?' most respondents stated that it should not". This is important because in 1935 local farmer Fred Cornish sold this land, and all land of Upton Court Park, to the Council at a price very advantageous to it because he wanted to create a park for the people of Slough, in the same way as James Elliman did with Salt Hill Park.

Fred Cornish foresaw that the Council would permit housing on some of the land he sold, but he protected that portion of the land intended for parkland, including this access strip, under a covenant that prevented housing and associated development. Many of the houses subsequently built on the remainder of the land sold by Fred Cornish, bordering the park, thus had benefit of this covenant included in their deeds. The deal with Kelobridge means the Council will have to break this covenant.

The Council should be upholding covenants not breaking them. The Council should keep its word and keep faith with the people of Slough. This covenant is a contractual obligation, and it is no different to covenants the Council itself has imposed in recent years when selling property. The Council would set a poor example to those it placed under covenant obligation by breaking this covenant just to gain a capital receipt. Moreover, if the Council want people to gift property to it or sell to it on advantageous terms, it must uphold covenants and encourage people to use them.

Fred Cornish's covenant with the Council has an "annoyance" clause which related to him personally but also to his heirs – Fred Cornish has an heir living in Quaves Road, Slough, and she has indicated to the Council opposition to this sale and sited breach of covenant. Also, a Court of Appeal Judgement on 22nd October 2009 made clear that restrictive covenants including "annoyance" clauses are legally binding – in a case that is not dissimilar to Slough's Castleview development, where planning permission had been granted by a Planning Inspector – the High Court granted an injunction to objectors who had benefit of an "annoyance" covenant, prohibiting a development that would spoil or eliminate their views of the River Thames; the injunction was appealed against by the developer but the injunction was upheld by the Court of Appeal. In Slough's case those with benefit of a restrictive covenant could reasonably argue a case including their loss of views of Windsor Castle and/or Ditton Park!

Turning to the wider arguments, there is a significant shortage of parkland in Slough acknowledged in SBC reports and policy documents. The town cannot afford to lose parkland, and the facilities contained within this strip of land cannot be said to be redundant as the carpark, the equipped children's play area, and the cycle track all continue to be widely used by the public. Mr Justice Collins stated in his 2nd July 2008 judgement, giving the Castleview Residents Association leave for a Judicial Review of the Appropriation of this land for Planning, that "the fact that the access land was in Green Belt is arguably relevant to whether it was no longer required for open space".

The Council as a Planning Authority has an obligation to protect Green Belt land from development. Moreover, this park is Slough's premier park – it is used for many major community events, some of whom use the entrance within the "ransom strip"; the carpark there is widely used by families using the children's play area, and by dog walkers and radio-controlled model aircraft enthusiasts. The fact that the carpark is not near the football pitches or changing rooms is thus a red-herring confirmed by the S106 requirement on the developer (Kelobridge) to re-provide the carpark.

Regarding councillors' Fiduciary Duty, this is not duty to see that Council assets can be sold off at a good price; it is a duty to see that Council assets are not misused or abused or frittered away, and if councillors see this asset's present use as having a significant value in itself consistent with the generality of the Council's policy priorities, the decision not to sell the land is fully consistent with Fiduciary Duty. Conversely, if councillors are minded to sell this land then it is their Fiduciary Duty to give consideration to a full cost/benefit analysis of the bid being made and the consequences of the sale – this has not been presented to councillors, and it is my belief that if a cost/benefit analysis was done it would show little if any net financial gain to off-set the loss of parkland and public amenity.

Indeed, Cabinet members agreed (according to the minutes of the Cabinet meeting of 9th February 2009) that a “full financial analysis of options” should be presented to the Strategic Director of Resources for him to agree the most appropriate terms and conditions for concluding the sale – I requested a copy of this under the Freedom of Information Act on 15th October 2009; to this date, I am told, the document has not been located, it thus may not exist. The Amended Motion passed at the end of the Extraordinary Council Meeting of 19th October 2009 resolved that all members would receive a copy of this document. Of course is “options analysis” is not the same thing as a cost/benefit analysis but it would be a useful complement to one for councillors pursuing their Fiduciary Duty.

My FOI requests did confirm that all compensations and costs associated with the breaking the covenant and defending against legal challenges to the covenant are to be borne by the Council alone. The compensation estimate of £475,000 does not include this latter component; it only relates to compensating households with benefit of the covenant. The estimate is clearly an underestimate – if you were to assume that there were 1000 households with benefit of the covenant that would only mean each would receive £475 on average, which is not a credible amount and, moreover, the Castleview Residents Association say there are 1500 households with benefit of the covenant. The estimate of compensation to be paid is obviously dependent on the estimate of the number of those with benefit of the covenant. The Council already has a track record of underestimating this figure starting with four years ago when Commissioners were told that not a single person could be found with benefit of the covenant!

In answer to another of my FOI questions I was told that “pedestrian and cycle access” to Slough Cricket Club and Slough Rugby Club would be maintained throughout, but the omission of motor vehicle access in particular gives rise to consideration that there would be need for compensation for these clubs for loss of business, if for nothing else.

The cost of a boundary treatment along the stretch of the access road that would otherwise be open to the park, needs to be factored in, as does the Council's costs of re-providing the facilities lost that are present on the access strip today.

The Fiduciary Duty of councillors requires that Cabinet members robustly satisfy themselves with probing questions (which they did not put at the Extraordinary Council Meeting of 19th October 2009) as to why the Kelobridge bid is less than 50% of the value offered just over a year ago, when the Cabinet in March 2008 rejected a £7m offer. The advice given in the February 2009 Cabinet Meeting was that property prices have fallen by 30%. Since then property prices have recovered and not further declined – indeed there is plenty of evidence that they have completely recovered in this part of the country – suggesting that this sale is a rushed and knock-down sale, which even fails to achieve Best Value. Uplift arrangements for the Council are based on margins that are disadvantageous to the Council and that would only apply after the sale of one sixth of the total development – there is no prospect that an uplift under these arrangements would never make up the £4m lost on this deal now compared to the £7m bid from Kelobridge that was on offer to a less willing Administration in 2008.

The Leader of Council told members during the Extraordinary Council Meeting of 19th October 2009 that the reason for the considerably lower bid was not only because of falling property prices but also because Kelobridge has a realistic prospect of gaining alternative access to its landlocked development site via Castlevue Road and/or Blenheim Road by knocking through existing properties it already owns. However, this same prospect was specifically considered when the previous Joint Administration rejected Kelobridge's £7m bid at the Cabinet Meeting of March 2008. The fact is that this situation has not changed since then or since 2006 when Kelobridge's Appeal against refusal for Planning Permission to grant access via Castlevue Road and/or Blenheim Road was turned down by a Planning Inspector.

Cllr Anderson said during the Extraordinary Council Meeting that there was now an 80% probability of an Appeal on these "back entrances" succeeding. I don't believe that this estimate is any more reliable than many other estimates and pieces of advice that have been given to members over the years about what Kelobridge might do or the Council's prospects, and that have subsequently been shown to be wrong. In this case it is important to note that after the refusal of Planning Permission and loss of Appeal here, Kelobridge submitted a revised planning application which was also refused, and it was after their £7m bid was rejected in 2008 that Kelobridge chose not to pursue a second Appeal – Kelobridge are motivated by profit; if they thought there was a good chance of them winning such an Appeal then they would have gone for this rather than the more expensive and tortuous route of trying to buy the Council's "ransom strip" in the face of likely legal challenges from residents.

In the Extraordinary Council Meeting of 19th October 2009, the Deputy Leader of Council, Cllr Swindlehurst, offered a second explanation for Kelobridge's improved chances of an alternative entrance, namely that SBC's Local Development Framework does not as yet include any site specific policy provisions and SBC's previous Local Plan has lapsed – this removing grounds for a sustainable refusal of "back entrance" in this case. Cllr Swindlehurst's view is at odds with the professional advice I received as SBC's Planning Commissioner from the Council's Head of Planning Policy and Projects, Paul Stimpson, who was in charge of SBC's LDF submission; it would also be at odds with the methodology of the LDF being rolled-out across the country and checked and validated locally by the Government Office of the South East (GOSE) and the Planning Inspectorate by whom Slough's LDF submission would be judged, as well as the precedent of other Local Authorities making their LDF submissions before Slough. If Cllr Swindlehurst were to be right and, by his own admission at the Extraordinary Council Meeting of 19th October 2009, he had seen this hole in SBC's planning armour but chose to keep quiet about it in order to see other members fail to pick up on this and act to close that loop-hole, then he would clearly have failed to act in accordance with his Fiduciary Duty – a matter that you as Monitoring Officer should take up with the Standards Committee!

Of course, the reality with this "back entrance" option is that the situation on the ground is no better for Kelobridge than it was before they lost their previous Appeal. Indeed, the road narrowing/traffic calming subsequently introduced on Blenheim Road has made that entrance a worse option for the developer.

Finally, I would note that at the Extraordinary Council Meeting of 19th October 2009 the Leader of Council dismissed the insolvency of Kelobridge as of no consequence because all the Council should be concerned about was whether Kelobridge could pay the initial £3.2m to conclude the land sale. However, I do not share his view – Kelobridge's insolvent state could mean that it might just be able to make the initial payments but would then subsequently default on or string out over many years its completion of the S106 obligations on the Castlevue development site; another of my FOI questions confirmed that no money has been paid over yet to the Council on "bond" to cover these multimillion pound obligations. I also note that the promise of a notional (rather than actual net) financial gain to the Council on the re-provision of Castlevue School by Kelobridge is

in turn purely speculative and is contingent particularly on speculation about future planning decisions, including a planning application for a housing estate on the present Castleview School site.

For all the above reasons, I would urge you to uphold this objection and not to sell this “access strip” of parkland at Upton Court Park.

Yours sincerely,

Mr. S. Quayle
Solicitor: Slough Borough Council
Town Hall
Bath Road
Slough
SL1 3UQ

29/10/2009

Dear Mr. Quayle,

I object to the disposal of the land at the end of Upton Court Park as notified on the 9th and 16th October in the "Slough Express".

A lot of houses in this area have been put up for sale. When you ask the occupiers why they are selling, most of them say that they are fed up with the way Slough Council is treating its residents. Most of the people buying them say that it for their families but once they are sold they are turned into multi occupancy houses as the buyers are landlords. This is ruining the area.

The sewerage system in the town is not able to cope with all the extra houses and flats that have been built. During the summer as you go through many parts of the town the smell is very bad. We certainly do not want this to happen near the park as it will upset the children in the play areas.

As you have heard me say before, putting a road through the end of the park will increase the accident risk. This has been denied by Mr. Anderson but that is not right. It does not matter what is done to try and improve the safety, the higher risk will still exist. When the planning application was approved it was based on a traffic survey done many years ago. The amount of traffic has increased a lot in the whole of Slough as well as near to Upton Court Park. By adding 300 dwellings it will make the local area even worse.

Building a roundabout by Dashwood Close will be very bad for the people living there as Upton Court Road will have to be closed down during the building process. It will also greatly affect the access to the park as it will take a long time to build 300 dwellings.

The development will create lots of noise, dust, CO2 emissions etc. This will be very bad for local residents, Slough Rugby, Hockey and Cricket Clubs and all of Slough residents who use the park for recreation purposes.

Why is it that none of these safety and environmental issues are considered.

Yours sincerely



Castleview Residents' Association

Mr S Quayle
Solicitor: Slough Borough Council
Town Hall
Bath Road
Slough
SL1 3UQ

SLOUGH BOROUGH COUNCIL			
29 OCT 2009			
LEGAL SERVICES			

27/10/2009

Dear Mr Quayle

We object, in the strongest terms to the disposal of land forming part of Upton Court Park to Kelobridge Limited, as notified in the "Slough Express" on the 9th and 16th of October 2009. Under Section 233 of the T&CP Act 1990 1(a), we, who are beneficiaries of the park covenants and other local residents, as well as most of the other Slough people questioned consider that Park Land IS the best use of the land. (See the front sheets of the Petitions dated March 2008, and June 2008, totalling over 2000 signatories, copies of which are in the Council's possession.) SBC should recall that it has not received a single letter in support of its scheme to sell part of the park.

Our objections to the sale of the eastern entrance to Upton Court Park are set out below:-

1. Moral Dimension.

The Urban District Council of Slough purchased the land forming Upton Court Park at a very advantageous price in 1935. It did so in return for a solemn promise that "The Purchasers will not use or permit the land coloured green on the said plan to be used otherwise than for the provision of public walks parks pleasure grounds or playing fields under the Public Health Acts or any enactments amending those Acts". (See Conveyance plan from Frederick Cornish to Urban District Council of Slough 15/5/1935.) The 'access land' is within this green area. By disposing of the land Slough Borough Council is in Breach of Trust.

The current administration has lost its moral compass. On the 19th October 2009 at an emergency Council Meeting the Opposition endeavoured to debate this moral and ethical dimension, a matter that has so far had very little discussion. The ruling administration sterilised such debate; however, CRA's researches across the town have revealed that the townspeople favour the wholeness of the park over the generation of income.

SBC's own focus groups administered by "QA Research" returned this same verdict at their presentation to Council in March 2008. (*"Castleview Land Consultation" QA Research: published February 2008.*) This document was adversely represented by SBC officer Andy Algar to the new Administration later in 2008 when he said the 'people of Slough welcomed the money'. It is doubtful that few members of the present administration have read this document for themselves (except those who were in opposition in March 2008, and they certainly did not challenge Andy Algar's verbal assertions at the time). At the 10th March 2008 meeting of the Council, you will remember, the committee voted against the sale of the land, but were manipulated into appropriating the land "because it was only a technical matter". This appropriation was seized upon by the incoming administration as 'all obstacles to the sale have been overcome'.

Following appropriation, you will further recall that CRA successfully applied for Leave for Judicial Review as Members had been told falsely by both Andy Algar and Andrew Blake-Herbert on 10/3/08 that the access land was no longer in Green Belt. This was an untruth which was repeated in writing on page 6 of the QA Report in questions to the focus groups; "Be careful of the perception of the land still being in Green Belt" (*see above*). Several councillors gave witness statements via CRA to the Administrative Court that they had been misled by officers and would not have voted for appropriation had they known the true state of affairs. Sir Andrew Collins permission for Judicial Review states: "The fact that the access land was in Green Belt is arguably relevant to whether it was no longer required for open space (ie no development) quite apart from the assertion by three councillors that the erroneous information led them to vote in a way in which they would not otherwise have voted". (*See Sir Andrew Collins permission for Judicial Review 2/7/2008.*) The new administration un-appropriated the land only later to appropriate it back to planning. The current situation is no different to that which pertained from March 2008, the grounds for appropriation are improper.

Though the SBC Planning Department was lobbied by CRA on behalf of residents of Castleview and Blenheim Roads, the 10 metre green buffer strip has been lost in latter plan revisions, thus destroying rights of way enjoyed in some cases for over 50 years, also blockading existing gardens as well as destroying views of the historic Ditton Manor and Windsor Castle (hence the eponym of the estate).

2. Scrutiny.

In 2004, in a report for the Audit Commission, Lorraine McMullen author of the report censured Slough Borough Council for the politicisation of its committee structure. "Opposition groups hold the common view that the administration is not committed to encouraging effective scrutiny, and that the non-executive councillors of the majority group are reluctant to challenge their cabinet". (*See page 3 Audit Commission CMSL0110104W "Review of Overview and Scrutiny Slough Borough Council" Lorraine McMullen: February 2004.*)

In the latter half of 2008 there was a botched scrutiny of how it was that officers came to give false and misleading information to Council. Their use of erroneous advice and wrong information regarding the status of the park land made it possible for the successful Application for Judicial Review by Castleview Residents' Association. It is unlikely there can be any form of effective scrutiny with a politicised committee as now pertains in the current administration.

The Committee meeting of 19/10/2009 that discussed the leaked secret "Heads of Terms" document which appeared in the press before it was brought to the attentions of councillors was an example of this politicisation. Presided over by the Mayor, a majority party councillor (who, we believe, voted with the majority party on occasion) debate of substance was repressed and was replaced by "Yah-Boo" shouting across the chamber, wasting everyone's time and failing to reveal anything of worth. Therefore, we Council Tax Payers are no closer to knowing how the Covenanted Land came to be considered for sale in the late 1990's. Council Tax Payers do not know how the former Barker family farm land has been transformed from Agricultural land to Development Land; how and when it was taken out of Green Belt; and how, when the 2004 Town Plan came to an end in 2008 the momentum for sale is retained. Nor are we any closer to knowing how it was that a developer risked £8.33M for agricultural land of fairly low financial value in 1999 for a site with all of the above against it and with absolutely no access. We submit that the sale of a prized public resource, in trust for all of the people of Slough, should have had public debate rather than being always handled within a veil of secrecy.

3. Fiduciary Duty, Due Diligence and financial probity.

At the Council meeting of March 10th 2008, Officers repeatedly reminded Members that they had a 'fiduciary duty' to consider the enhanced value of the Access land and agree to sell it. One councillor, Cllr Patrick Shine, had been so convinced that he would be held personally liable if the sale did not go ahead, he told the Committee he and others could be sued by Kelobridge Ltd. There is amongst the correspondence in the 'lost' Site 16 files a number of references to the pressure that could be put on councillors by citing Fiduciary Duty. Though, we note, there are few references to the Council being liable for "Injurious Affection" by the breaching of the covenants upon Upton Court Park. Nor for the noise, dust and inconvenience for those persons living adjacent to the development in Castleview and Blenheim Roads. Should the access land be sold we will pursue SBC for these as yet unquantified sums. In March 2008 councillors were assured that there 'was not a single beneficiary of covenant to be found'. What was clear at the Council Meeting of 19/10/2009 is that the Council has still not researched and understood (or revealed so if it has) for itself how many beneficiaries there are, though CRA has informed the council that there are about 400 households with the benefit amounting perhaps to some 1500+ people. CRA holds the documents to identify all of Frederick Cornish's former land which the restrictive covenants benefit.

The Council continues to negotiate the sale of part of Upton Court Park with Kelobridge Limited, a company which is insolvent (*please see page 3 of their registered accounts: attached*). A separate company, Belmont Homes Ltd, a proxy for Kelobridge Ltd at the aborted Planning Appeal submitted on 17th December 2008 has failed to submit accounts to Companies House by the due date. At least five of Mr Daly's companies in Ireland have failed to submit accounts to the Companies Registration Office in a timely manner and two were dissolved in 2008. Though it is accepted that registered accounts are an historical record of the companies' financial affairs they do show developing uncertainty in their worth. However, SBC has, it appears, taken no precautions regarding Mr Daly as a personal guarantor in the secret Heads of Terms document having made no attempt to investigate his financial security (see below).

Councillor Stokes, at the Council Meeting of 19/10/09 said he had submitted a written question to ask the Chief Executive 'who attended the negotiation of the sale?' and stated her reply to be that "Officers currently in post do not know who attended the relevant meeting". (*See exchange of correspondence between Cllr Stokes and the Chief Executive.*) CRA requested a copy of these questions and answers as we felt they were in the public interest. CRA is shocked to learn that SBC has not obtained a copy of Kelobridge Ltd, Belmont Homes', or Mr Daly's other companies' accounts. (CRA does have copies of these companies' accounts.)

Cllr Anderson's responses at the meeting, 'that the land will still be there if Kelobridge can't pay us the money' are rather flaccid and are of little worth when the land has been sold by SBC at a low price and for a great profit to this or another developer. The rapid loss of value of Mr Daly's companies may mean he is undercapitalised to both purchase the access and build out the plot. A further sale-on to a body that has no contractual obligation to the authority puts SBC and the townspeople in a very weak position.

Cllr Anderson stressed on several occasions at the meeting of 19/10/09 that SBC would be in receipt of £2M at the point of sale of the access land. However that is neither stated nor implied by the secret Heads of Terms document. CRA's reading is that SBC is providing a loan to Kelobridge for them to buy the access land. In the Heads of Terms document, Clause 5.3, though the wording is a little difficult, it is rather like the following sale:-. 'I will buy your car from you, but I will not pay you until I have sold it to someone else'.

Was Cllr Anderson's presentation on 19/10/09 deliberately misleading or accidentally so? He referred several times to the possibility of the developers selling on the land; however the secret Heads of Terms document Clause 5.3 makes it clear there is an expectation by SBC that the land will be sold on. So in the first place the Council Tax Payers loan the developer the money for the land. Then the Council Tax Payers provide the means for the developer to make large sums for himself.

It must be emphasized that the Heads of Terms document was intended to remain a secret; the debate of 19/10/09 only came about because this secret information was leaked to the press. We also understand that councillors who learned of the document were threatened with sanctions should they reveal either the presence of, or the contents of the Heads of Terms.

Rather bizarrely, the secret Heads of Terms were signed off on the 19th August 2009 (*See Heads of Terms document attached*). However, the consultation regarding the disposal of the access land has only begun on 9th October 2009, i.e. 59 days after its signing. The consultation period will only last 21 days, and the Council has never placed any form of notification of either appropriation or sale in the park for park users to see.

Our enquiries to the council have elicited no answer to the cart-before-the-horse nature of the consultation methodology; we feel your email Mr Quayle (*attached*) failed to answer the question posed.

A potential development in Twickenham, equally reviled, it seems, as the project in Slough, was recently reported as having collapsed (*Evening Standard 21/10/09*), on the grounds that the developer was insolvent. As per Cllr Cryer's suggestion for Slough, that authority is going to offer a referendum on the matter.

4. Worth of the land.

The true worth is the park land's intrinsic value as a park, rather than its monetary worth. Supply and demand is usually summarised as whatever a willing purchaser is prepared to pay to a willing seller. However in this case, having been offered £7M for the access in 2008, is it appropriate to sell in 2009 for under half that sum? Planning permission for P/11425/005 was signed off under delegated powers on 20th July 2009, so the value of the access will develop incrementally until such time as the planning permission expires, then couple this with the fact that the market has not been tested by advertising the access land for public sale, therefore the Council has no real knowledge of its worth. Drivers Jonas, having failed to safely store SBC's original documents may also not have offered SBC the best advice. For instance SBC could ask for £20M and wait until such time as the developer wants to pay this. This sale of a treasured asset of the people of Slough should not be a 'fire sale' as the Council is treating it.

Cllr Anderson needed to be corrected on 19/10/2009 for stating the developers had other access routes. They do not; they own property, the demolition of which might force through an access to their site. CRA estimates it far lower than the 80% chance of success which Cllr Anderson quoted to the meeting. It is unlikely that the Planning Inspectorate would sanction a further appeal after Kelobridge Ltd/Belmont Homes wasted their time and the Council Tax Payers money on their aborted appeal. (*See Appeal Withdrawal notice dated 24/4/2009.*)

Michael Clark, the Inspector at the 2006 Planning Inquiry, refused demolition of these properties as accesses. His grounds for refusal were "the effect of the proposed means of access to the sites on the operation, safety and convenience of the local highway network and on the living condition of nearby residents in terms of noise and disturbance", as well as "the effect of the proposed development on the character and appearance of the surrounding area". (See page 2 para. 6 Office of the Deputy Prime Minister to Courtley Consultants Appeal Decision Notice 29/3/2006; not in supplied reference papers, but in the possession of SBC.) Belmont Homes/Kelobridge aborted their Planning Appeal dated 17th December 2008 (above). A new planning application followed by an appeal is unlikely as they may not have the capital to mount them.

Cllr Anderson, whilst frequently reminding the assembly that SBC lost the appeal on application P/11425/003 and therefore owes costs to the appellant, failed to mention that SBC had to meet its own costs for retention of a barrister and preparation of SBC's case for this last planning appeal which Kelobridge/Belmont Homes aborted. Has SBC recovered any of its costs from the claimant on this? Also, because the developer has planning permission for his own site, it does not mean that SBC is under any obligation to sell part of the park to him, unless of course there is an aspect to this case that has not yet been brought into the public arena, a factor which is implied by the administration and the authority's efforts to complete the sale of the access land.

5. Traffic Issues.

A reason the 2006 Planning Inquiry failed to uphold several of Kelobridge/Belmont's 2006 appeals was that it was considered that Castleview and Blenheim Roads were unable to support the potential overhead of traffic generated by the development site. Similarly, how SBC's highways department expects that a roundabout straddling Upton Court Road will deal with potentially 600 cars, plus the twice daily tidal traffic of a school and feed them into Upton Court Road, in addition to the already gridlocked local roads, is a mystery to CRA. The report ignores the building of estates on the Pest Infestation Laboratory site, Langley Grammar School field and Major's Farm and their additional several hundred cars to the local road infrastructure in the east of the town, which was never designed for, nor can cope with peak time existing traffic.

The traffic census information used to support the planning applications for Castleview, whilst not accounting for these developments, also ignores the impact of the extra traffic generated by the huge Tesco's store, where traffic spills onto minor roads to avoid the congestion of the main highway through Slough. The figures also support the situation pertaining before the road deaths in Lascelles Road and another in Upton Court Road about 200 metres from the site of the proposed roundabout. These statistics are therefore specious as evidence.

Your attention is drawn to an accompanying document "Slough named as worst for traffic accidents" (*BBC report*) a situation unlikely to be mitigated by putting hundreds more cars on roads unsuited to carry them.

At the 19/10/09 meeting Cllr Swindlehurst mentioned on a couple of occasions that the traffic flow on the A4 London Road would be improved by the acceptance of the planned development and the Upton Court Road/A4 junction would be improved. CRA believes the improvements to this junction have been abandoned; a fact Cllr Swindlehurst should be aware of, and further fails to understand how hundreds of more cars will improve the already difficult traffic congestion. Please advise CRA on the true position regarding the junction and as to whether the authority is going to gather meaningful independent traffic information for the area?

6. Infrastructure.

In an unfortunate coincidence, on the 9th October, when the notice of disposal of part of Upton Court Park was placed in the "Slough Express", the front page of the "Slough Observer" carried an item on the approximately hundred children who have no primary school place. The putative school to be built on Kelobridge's land can only reinstate existing places. The failure in recent years to enhance any of the infrastructure in the east of the town has meant that for all the hundreds of new properties which exist there has been no new doctor's surgery, no more dentists, no more shops, no further school places, in fact, nothing of any amenity value to the burgeoning population. A failure to plan ahead for the housing that is already constructed is a failure of both politicians and officers. Should a new school be built, it is likely to be to the detriment of the existing population as the replacement school will have an adjacent population. Those living in existing properties may find that they do not have a local school in which to place their child.

A responsible authority would cherish their parks for future generations. The density of housing and the additions of large numbers of flats mean there is less amenity space for a growing younger generation and generations to come. "For a district the size of Slough, there should, given the 1997 population projections and according to the NPFA standards, be 260 hectares overall, with 174-196 hectares formal sports provision and 65-87 hectares of children's play space; there is therefore a 65% shortfall in playing space provision in Slough" (paragraph 6.9 of "The Local Plan for Slough; March 2004.) It is irresponsible for SBC to destroy parkland in exchange for further housing when there are vacant brownfield sites in the town. The 'green space' in the putative development is not in Green Belt and therefore liable to greater risk of loss to development in the future.

As there has been so much inaccuracy, misinformation and secrecy over the disposal of this Park Land; together with the serious implications for Slough residents for the future of their green spaces; CRA asserts that it is time for an independent body from outside the authority to investigate how matters have come to this parlous state.

Yours sincerely

Reference Documents.

1. Petition front page of 2100 signatures; March 2008.
2. Petition front page of 810 signatures; June 2008.
3. Conveyance plan dated 15/5/1935.
4. QA Research: Castleview Land Consultation; February 2008.
5. Sir Andrew Collins Permission for Judicial Review; 02/07/2008.
6. Audit Commission report: Review of Overview and Scrutiny; February 2004.
7. Kelobridge Ltd registered accounts; 29/5/2009.
8. Correspondence Exchange, Cllr R Stokes - SBC Chief Executive, Ruth Bagley; 12/10/2009-19/10/2009.
9. Secret Head of Terms document; SBC - Kelobridge Ltd; 19/8/2009.
10. Email exchange Richard Sable-Steven Quayle; 22/10/2009-26/10/2009.
11. Planning Appeal Withdrawal Notice; 24/4/2009.
12. Planning Inquiry Decision Notice; 26/3/2009 (not supplied).
13. BBC news report; 8/12/2009.
14. Local Plan for Slough excerpt; March 2004.

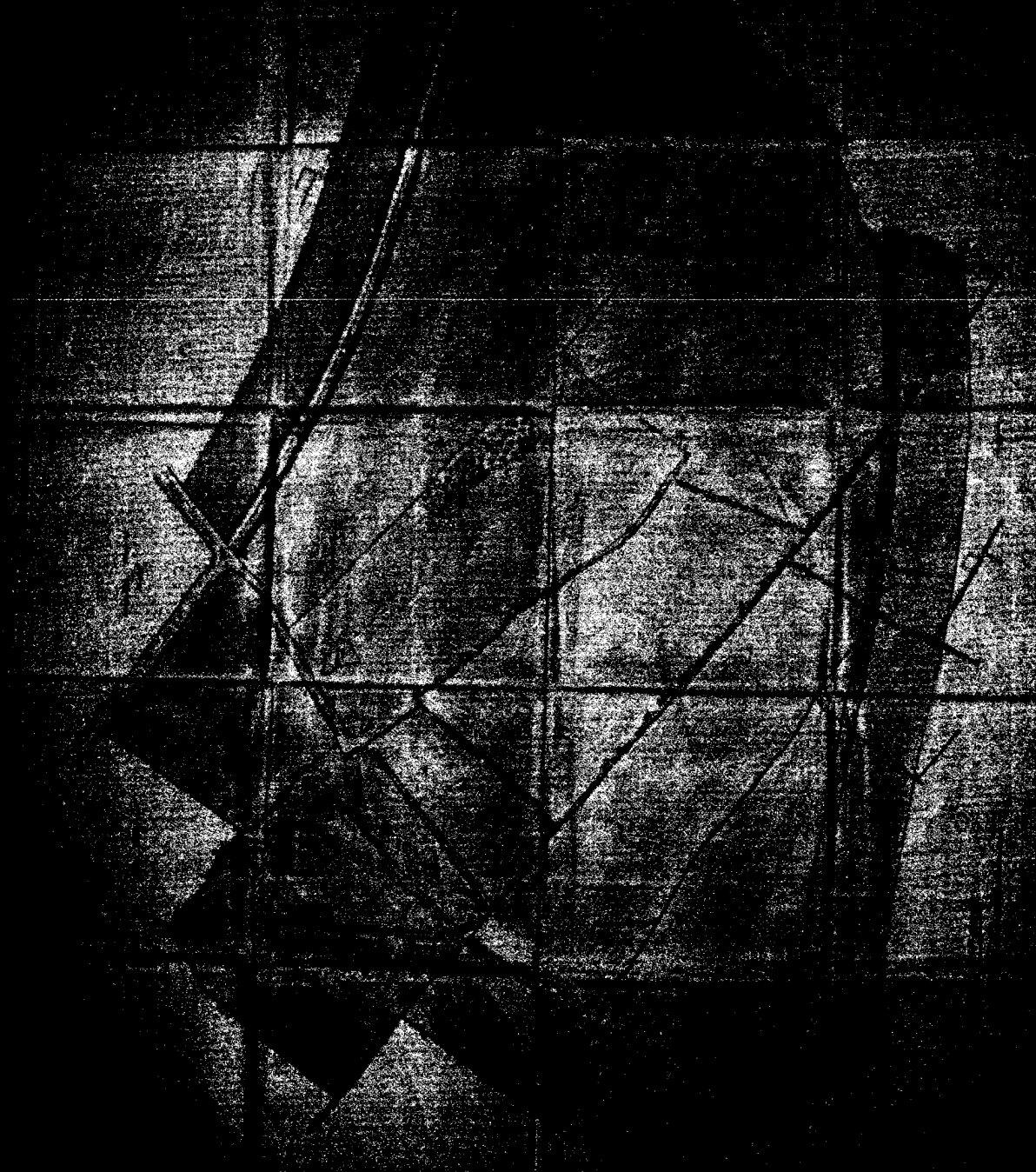
C.C. Audit Commission; Local Government Ombudsman; HM The Queen; Fiona MacTaggart MP; Adam Afriyie MP; Ann Keen MP; Slough "Express"; Slough "Observer"; BBC Radio Berkshire; Cllr Balwinder S Dhillon; Cllr Julia Long; Cllr Diana Coad; Cllr Richard Stokes; Dexter Smith; Mira Bar-Hillel; Cllr David McIsaac; Cllr Sean Wright; Cllr Derek & Eleanor Cryer.

~ PETITION ~

We, the undersigned, strongly object to the proposed unsympathetic developments (P/11425/006 & P/11425/007) of major housing projects on the open land behind an established residential estate. We object in particular on the grounds set out below and petition Slough Borough Council to reject the proposed developments:-

- * Unneighbourly backland development, which would lead to a loss of open views from Castlevie Road properties (enjoyed for over half a century) and from the walkway behind their properties.**
- * Out of character and detrimental to the established residential estate**
- * Detrimental to the adjoining Parkland (loss of open green backdrop).**
- * Loss of original houses for an access road leading to major disturbance from extra traffic in an established residential neighbourhood, bringing an approximate 500% increase in traffic, causing a substantial loss of amenity to existing residents as well as to residents of the proposed new buildings because of "tandem development" problems inherent in backland schemes of this nature.**

NAME	ADDRESS	SIGNATURE





Castleview Land Consultation

QA Research
February 2008



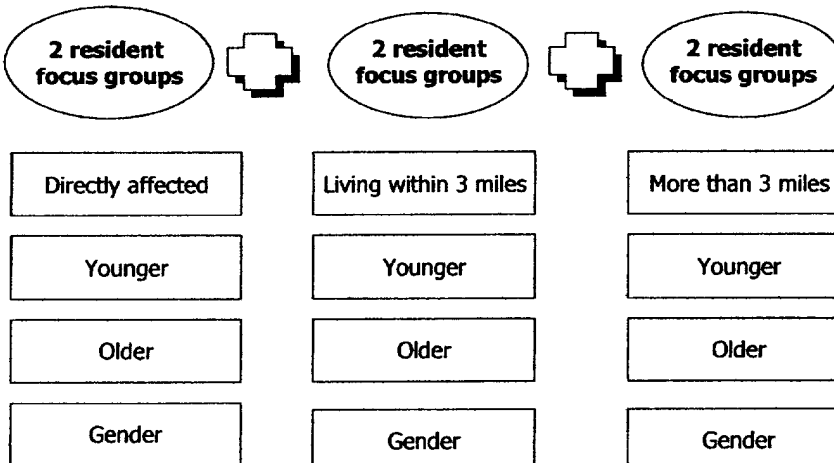
1. Research Objectives

2. Methodology

3. Key Issues Emerging From Research



- To establish feedback from residents in relation on whether to sell or not to sell a strip of land at Castview to allow access to a proposed new development
- Findings used to inform decision made by Slough Borough Council.
- Six qualitative focus groups of 8 to 10 residents - each lasting up to ninety minutes





• People at the focus groups felt that Slough is becoming worse as a place to live in almost every aspect...

- Increased levels of crime and anti-social behaviour
- Less green space
- More development
- Over-crowding
- General shabbiness of the High Street
- Influx of economic migrants resulting in a strain on resources and increased congestion.

• Positives included

- Quick and easy access to London and surrounding areas,
- Employment opportunities,
- Excellent schools
- Positive multi-cultural integration

• Widespread awareness of recent government initiatives to increase the number of houses





- Distraction of wider development issues

"...the amount of petitions that went through saying we don't want this to go ahead [the development] and they didn't listen so they're not going to listen to our opinion on a little bit of land."

- Not perceived as 'separate'

"I just think it's a shame another part of Slough is going to be built on."

"I said no just to show some resistance against the actual building of property there and also because of the congestion."

- Those not directly affected showed empathy with overall 'issues'
- Defensive towards sale of what is perceived as "green belt" land



- When specifically asked the question 'Should the sale go ahead?' most respondents stated that it should not.

"I said no mainly because of the traffic and there will be about 600 cars."

"Yes, lets take the money."

"Sell it because it's going to be sold anyway."

- Important to understand the reasoning behind peoples responses



- Respondents are resigned to the land sale occurring

"They've already sold a substantial amount, what is that tiny road, what difference does it make?"

"I said no because of congestion but it sounds like it's going to be sold anyway."

- Based on the belief that if the land under discussion is not sold then the developers will gain access anyway

"I just hate the idea of not being able to see those trees from my window anymore but I think it's probably the better option out of the two."

"If we turned round and said no they would still just find another way to access the site."



- Some respondents did not appreciate that the land is no longer green-belt and felt the principle of not selling green belt land should be upheld

"Once you have done it once, what happens when the next guy wants to buy some land..."

"If they can get the covenant lifted then in a few years time they could lift the rest."

- Others, that the development will go ahead anyway and the area should benefit from the potential wind-fall.

"I don't care too much; I just think it might be a good way to get 7 million."

"The stronger argument is to take the capital, but only because they are going in the other end anyway."



- If the land is sold respondents are likely to feel disappointed and disillusioned, with those living in the immediate vicinity having most concerns about the negative impacts

"I just think it's really sad as the residents of Slough were lead to believe that there's a covenant on the land and now it seems to be sold."

"I thought the covenant couldn't be broken – we've been misled."

"I am quite resigned to it, I went to all the meetings to object... when it started all those years ago there was hope but because it has gone on for so long you think that somehow they are going to get access to that land... I am almost to the point of 'let them have it'..."

"The development has got to be done – if it is not there it will be somewhere else."

- Be careful of the *perception* of the land still being green belt



- There is some concern about where the windfall would go

"Don't sell that bit off – we're not going to see the money anyway."

"They'll fritter it away anyway."

"It's a bit like when you have shares. Its great for 5 minutes but then it just goes."

- The tangible benefits resulting in any sale need to be clearly communicated to residents

- Need to perceive real positive and additional change rather than spending on things that 'should be within the budget'

"I see these services as my human rights."

"Sell it, but the money has got to go back in to our area, if something positive is going to come out of it – a better park."

- Further consultation maybe needed to decide where the money should go...



- Perception of increased congestion in the area

"Totally against it. That road is busy enough as it is already. If you introduce a roundabout onto that road...how is it reducing traffic or helping the problem that already exists? It's just compounding it."

"I take my girls there to the park and it's quite nice just to have a bit of greenery, but I can just imagine....I mean there's loads of traffic in the weekdays as it is but even at weekends you're going to have cars going in and out, in and out."

"It's going to be impossible, it's already busy up to that road, there's a lot of school children walking up and down there, it's going to be dangerous."

- Perception that it is going to be increasingly difficult to access services

"Have you tried to get to the doctors recently? You just can't get an appointment. Where are all these extra people going to go to the doctors."

- Schools - Castlevew is known as a good catchment area



- Blame for the sale of this strip of land is likely to be attributed towards the council and councillors as a whole rather than singling out specific individual or parties.

"The Council are responsible – they want 7 million pounds."

"If they have decided that this is the way they want to move forwards then who are we to say that they shouldn't."

- Acknowledgement of external pressure

"The Government are putting pressure on Slough to build more houses...why are they picking on Slough all the time?"

"They've been told by the Government they've got to build 6000 houses in Slough so they're just going to build where they can and at the end of the day we're just stuck with it."

"Once they (the developers) have bought the land and they own it, it is up to them what they want to do with it."

?





**In the High Court of Justice
Queens Bench Division
Administrative Court**

CO Ref:
CO/5292/2008

In the matter of an application for Judicial Review

The Queen on the application of
ANKERS & Others

Versus

Slough Borough Council

Application for permission to apply for Judicial Review

NOTIFICATION of the Judge's decision (CPR Part 54.11, 54.12)

Following consideration of the documents lodged by the Claimant [and the Acknowledgement(s) of Service filed by the Defendant and / or Interested Party]

Order by the Honourable Mr Justice Collins

Permission is hereby granted.

Observations:

The fact that the access land was in the Green Belt is arguably relevant to whether it was no longer required for open space (ie no development) quite apart from the assertion by three councillors that the erroneous information led them to vote in a way in which they would not otherwise have voted.

02 JUL 2008

5

Signed: Sir Andrew Collins

Where permission to apply has been granted, claimants and their legal advisers are reminded of their obligation to reconsider the merits of their application in the light of the defendant's evidence.,

Sent / Handed to the claimant, defendant and any interested party / the claimant's, defendant's, and any interested party's solicitors on (date):

Solicitors:

Review of Overview and Scrutiny

Slough Borough Council

INSIDE THIS REPORT

Summary Findings

- Introduction
- Background
- Objectives
- Audit approach
- Main conclusions
- The way ahead

Detailed Findings

- The council's approach to improvement
- Roles and responsibilities
- Scrutiny structures
- Administrative processes
- Relationships

Appendix 1

- Action Plan

	CMSL0110104W – Final Draft
	Lorraine McMullen
	February 2004

Objective

Our objective was to provide an independent view of:

- the council's work to address the corporate assessment recommendations; and
- the extent to which this work had effected improvement to the scrutiny function.

Audit approach

Our audit approach was to:

- review the output of the council's work with the IDeA and consider how it is using this to help the scrutiny function improve;
- interview councillors and key officers to assess their views on progress and to identify the levers and barriers to the council improving its scrutiny function; and
- suggest ways to overcome barriers to successful scrutiny based upon good practice from our work with authorities elsewhere.

The 'main conclusions' and 'way ahead' sections below give an overview of the outcomes of our review, together with our main recommendations. The 'findings' section gives our more detailed findings and recommendations.

Main conclusions

Our main conclusions are as follows:

- Communication between the political groups has broken down. As a result there is no constructive engagement to develop successful scrutiny in Slough.
- The ability of councillors to work together on scrutiny is hindered by the council's scrutiny arrangements. The working of committees and their meeting styles and the absence of designated scrutiny support are all perceived to be barriers to effective scrutiny.
- Changes to scrutiny arrangements alone will not solve the issues of concern to all parties. There is a need for all councillors to work together to break down the barriers to trust, mutual respect and cross party working, which are preventing effective scrutiny.

The council has responded positively to the recommendations made by its corporate assessment by commissioning the IDeA to help identify improvement opportunities and to facilitate change. An action plan to improve scrutiny has been developed, which incorporates key areas for change identified by councillors.

There is no significant difference between the groups' views about the purpose of scrutiny and what it should contribute to Slough. All groups recognize the three main roles of scrutiny:

- the traditional 'call in' role which acts as a check and balance on the power of the decision-making body (be it an individual councillor or an executive body);
- the 'policy development' role which advises the decision-making body on new policy development; and
- the 'performance monitoring' role which highlights to the decision-making body areas of concern.

However, opposition groups hold the common view that the administration is not committed to encouraging effective scrutiny, and that non-executive councillors of the majority group are reluctant to challenge their cabinet. This has led to the largest opposition group, BILLD,

Registered number
03811960

REGISTRAR'S
COPY

KELOBRIDGE LIMITED
DIRECTORS' REPORT AND AUDITED FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 JULY 2008

SATURDAY



A13 *AFDBCAAS* 198
30/05/2009
COMPANIES HOUSE

KELOBRIDGE LIMITED

DIRECTORS' REPORT

FOR THE YEAR ENDED 31 JULY 2008

The directors present their report and financial statements for the year ended 31 July 2008.

Principal activities

The company's principal activity during the year continued to be that of land acquisition and development.

Directors

The directors who served during the year were as follows:

D Daly
Mrs M Daly

Disclosure of information to the auditor

So far as each director at the date of approval of this report is aware:

- there is no relevant audit information of which the company's auditor is unaware; and
- the directors have taken all steps that they ought to have taken to make themselves aware of any relevant audit information and to establish that the auditor is aware of that information.

Directors' responsibilities

The directors are responsible for preparing the report and financial statements in accordance with applicable law and United Kingdom Generally Accepted Accounting Practice.

Company law requires the directors to prepare financial statements for each financial year which give a true and fair view of the state of affairs of the company and of the profit or loss for that period. In preparing those financial statements, the directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are responsible for maintaining proper accounting records which disclose with reasonable accuracy at any time the financial position of the company and to enable them to ensure that the financial statements comply with the Companies Act 1985. They are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Small company special provisions

The report of the directors has been prepared in accordance with the special provisions of Part VII of the Companies Act 1985 relating to small companies.

This report was approved by the board on 26 May 2009 and signed on behalf of the board by

D Daly
Secretary



**INDEPENDENT AUDITOR'S REPORT TO THE SHAREHOLDERS OF
KELOBRIDGE LIMITED**

We have audited the financial statements of Kelobridge Limited for the year ended 31 July 2008 which comprise the Profit and Loss Account, the Balance Sheet and the related notes. These financial statements have been prepared in accordance with the accounting policies set out therein and the requirements of the Financial Reporting Standard for Smaller Entities.

This report is made solely to the company's members, as a body, in accordance with Section 235 of the Companies Act 1985. Our audit work has been undertaken so that we might state to the company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for this report, or for the opinions we have formed.

Respective responsibilities of directors and auditors

The directors' responsibilities for preparing the financial statements in accordance with applicable law and United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice) are set out in the Statement of Directors' Responsibilities.

Our responsibility is to audit the financial statements in accordance with relevant legal and regulatory requirements and International Standards on Auditing (UK and Ireland).

We report to you our opinion as to whether the financial statements give a true and fair view and are properly prepared in accordance with the Companies Act 1985. We also report to you whether in our opinion the information given in the Directors' Report is consistent with the financial statements.

In addition we report to you if, in our opinion, the company has not kept proper accounting records, if we have not received all information and the explanations we require for our audit, or if information specified by law regarding directors' remuneration and other transactions is not disclosed.

We read the Directors' Report and consider the implications for our report if we become aware of any apparent misstatements within it.

Basis of audit opinion

We conducted our audit in accordance with International Standards on Auditing (UK and Ireland) issued by the Auditing Practices Board. An audit includes examination, on a test basis, of evidence relevant to the amounts and disclosures in the financial statements. It also includes an assessment of the significant estimates and judgments made by the directors in the preparation of the financial statements, and of whether the accounting policies are appropriate to the company's circumstances, consistently applied and adequately disclosed.

We planned and performed our audit so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or other irregularity or error. However, due to the current uncertainty in the UK housing market we are unable to form an opinion as to whether or not the company will be able to recover the value of stock, £8,330,000, nor to quantify what provision should be made in this respect.

In forming our opinion we also evaluated the overall adequacy of the presentation of information in the financial statements.

INDEPENDENT AUDITOR'S REPORT TO THE SHAREHOLDERS OF

KELOBRIDGE LIMITED

Qualified opinion arising from limitation in audit scope

Except for the financial effects of such adjustments, if any, as might have been determined to be necessary had we been able to satisfy ourselves as to any stock provision necessary, in our opinion the financial statements:

- give a true and fair view, in accordance with United Kingdom Generally Accepted Accounting Practice applicable to Smaller Entities, of the state of the company's affairs as at 31 July 2008 and of its loss for the year then ended;
- have been properly prepared in accordance with the Companies Act 1985.

In respect solely of the limitation on our work relating to stock we have not obtained all the information and explanations that we considered necessary for the purpose of our audit.

Emphasis of matter - Going concern

In forming our opinion on the financial statements, which is qualified in respect of the value of stock referred to above, we have considered the adequacy of disclosures made in Note 2 to the financial statements concerning the company's ability to continue as a going concern. The company incurred a net loss of £1,368,086 and, at that date, the company's total liabilities exceeded its total assets by £9,177,774. These conditions, along with other matters explained in Note 2 to the financial statements, indicate the existence of material uncertainty which may cast significant doubt about the company's ability to continue as a going concern. The financial statements do not include the adjustments that would result if the company was unable to continue as a going concern.



Spofforth LLP
Chartered Accountants and Registered Auditor
1 Horsham Gates
North Street
Horsham
West Sussex
RH13 5PJ

29 May 2009

KELOBRIDGE LIMITED**PROFIT AND LOSS ACCOUNT****FOR THE YEAR ENDED 31 JULY 2008**

	Notes	2008 £	2007 £
Cost of sales		(19,379)	-
Gross loss		(19,379)	-
Administrative expenses		(4,762)	(2,898)
Other operating income		1,804	1,804
Operating loss	2	(22,337)	(1,094)
Interest payable	3	(1,345,749)	(1,150,757)
Loss on ordinary activities before taxation		(1,368,086)	(1,151,851)
Tax on loss on ordinary activities		-	-
Loss for the financial year	9	(1,368,086)	(1,151,851)

KELOBRIDGE LIMITED

BALANCE SHEET

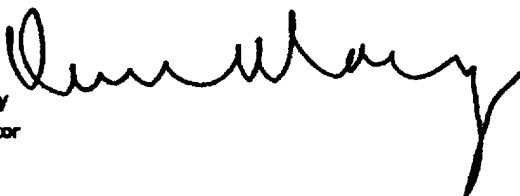
AS AT 31 JULY 2008

	Notes	2008	2007
		£	£
Current assets			
Stocks		8,330,000	8,330,000
Debtors	5	-	5,927
Cash at bank		85,043	73,285
		<u>8,415,043</u>	<u>8,409,212</u>
Creditors: amounts falling due within one year	6	<u>(940,977)</u>	<u>(811,397)</u>
Net current assets		<u>7,474,066</u>	<u>7,597,815</u>
Total assets less current liabilities		<u>7,474,066</u>	<u>7,597,815</u>
Creditors: amounts falling due after more than one year	7	(16,651,840)	(15,407,503)
		<u>(9,177,774)</u>	<u>(7,809,688)</u>
Capital and reserves			
Called up share capital	8	2	2
Profit and loss account	9	(9,177,776)	(7,809,690)
Shareholders' funds		<u>(9,177,774)</u>	<u>(7,809,688)</u>

The accounts have been prepared in accordance with the special provisions relating to small companies within Part VII of the Companies Act 1985 and in accordance with the Financial Reporting Standard for Smaller Entities (effective January 2007).

The accounts were approved by the board on 26 May 2009 and signed on behalf of the board by

D Daly
Director



KELOBRIDGE LIMITED

NOTES TO THE ACCOUNTS

FOR THE YEAR ENDED 31 JULY 2008

1 Principal accounting policies

Basis of accounting

The accounts have been prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective January 2007).

Stocks

Stocks are consistently valued at the lower of cost and net realisable value.

2 Going concern

The financial statements have been prepared on a going concern basis. The carrying value of stock is the original purchase price of the land purchased. Due to the interest costs incurred during the delay in obtaining planning permission and the uncertainties in the UK housing market it is not possible to be certain that the company will be able to repay its liabilities either on the sales of the land, with planning permission, or in the event that the site was developed. The company's ability to continue to trade is dependant upon the support of its directors and bankers. If this assumption proves to be inappropriate, then adjustments may have to be made to adjust the value of assets to their recoverable amounts and to provide for any further liabilities which might arise.

2 Operating profit	2008	2007
	£	£
This is stated after charging:		
Auditor's remuneration	<u>900</u>	<u>900</u>
3 Interest payable	2008	2007
	£	£
Interest payable	<u>1,345,740</u>	<u>1,150,757</u>
4 Stocks	2008	2007
	£	£
Land held for development	<u>8,330,000</u>	<u>8,330,000</u>
5 Debtors	2008	2007
	£	£
Other debtors	<u>-</u>	<u>5,927</u>

KELOBRIDGE LIMITED

NOTES TO THE ACCOUNTS

FOR THE YEAR ENDED 31 JULY 2008

6	Creditors: amounts falling due within one year	2008	2007
		£	£
	Trade creditors	-	2,027
	Other creditors	<u>940,977</u>	<u>809,370</u>
		<u>940,977</u>	<u>811,397</u>

Included within other creditors is £810,267 (2007:£708,804) of secured liabilities.

7	Creditors: amounts falling due after one year	2008	2007
		£	£
	Bank loans (secured)	<u>16,651,840</u>	<u>15,407,503</u>

8	Share capital	2008	2007
		£	£
	Authorised:		
	Ordinary shares of £1 each	<u>100</u>	<u>100</u>

	2008	2007	2008	2007
	No	No	£	£
	Allotted, called up and fully paid:			
	Ordinary shares of £1 each			
	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>

9	Profit and loss account	2008	2007
		£	£
	At beginning of year	(7,809,690)	(6,657,839)
	Loss for the year	<u>(1,368,086)</u>	<u>(1,151,851)</u>
	At end of year	<u>(9,177,776)</u>	<u>(7,809,690)</u>

10 Transactions with directors

During the year Belmont Homes Limited, a company of which D Daly and Mrs M Daly are directors, paid expenses of £Nil (2007: £2,525) on behalf of Kelobridge Limited. The balance due to Belmont Homes Limited at the year end was £127,859 (2007: £99,144) which is included in other creditors.

11 Related parties

The company is controlled by D Daly, a director and majority shareholder.

KELOBRIDGE LIMITED

COMPANY INFORMATION

Directors

D Daly
Mrs M Daly

Secretary

D Daly

Auditor

Spofforths LLP
1 Horsham Gates
North Street
Horsham
West Sussex
RH13 5PJ

Registered office

1 Horsham Gates
North Street
Horsham
West Sussex
RH13 5PJ

Registered number

03811960

COPY

URGENT

To: - Ruth Bagley

12th October 2009

Copies to: - Members of the BILLD Group.

Re: - Castleview Issue

Thank you for your explanation of the current status of the Castleview "ransom strip" negotiations at your recent meeting with the Shadow Cabinet. I have since discussed the issue with other members of the BILLD Group. As a consequence there are eight questions I would like to raise: -

1. You indicated at the meeting that you were not present at the meeting with the developer when the sale of the "ransom strip" was agreed. Could you please let me know how many people were present at the meeting and their identities?
2. You indicated that the disposal of the "ransom strip" had been agreed at a price of £3.25m. Could you please explain why this information was given, or leaked, to the local press without notification to Councillors?
3. The price of £3.25 represents an undervaluation of the "ransom strip". Why was this low figure accepted when £10m would have been a compromise negotiating figure?
4. Were the accounts of the developer's associated companies analysed and examined?
5. What conclusions were drawn from any analysis and examination of the above accounts?
6. As the above accounts will be in the public domain could I have a copy of those accounts, please?
7. A Public Notice appeared in the Slough Express on 9th October 2009 inviting "objections to the intended disposal" of "land at Upton Court Park". How can this invitation be reconciled with the decision indicated in Paragraph 2 above?
8. In the past developers have succeeded in exploiting Slough Borough Council. (For example, S.B.C. sold a public asset for £550,000 which was sold on for £6.5m within four months and for £9m five months later). What is to prevent such exploitation being repeated with the Castleview "ransom strip"?

As an Extraordinary Council Meeting to discuss the Castleview Issue is to be held on Monday, 19th October, could I receive a written response this letter before the Council Meeting, please.

Many thanks

Richard Stokes

19 October 2009

Department: Chief Executive's Office
Contact Name: Ruth Bagley
Contact No: 01753 875000
Fax: 01753 478657
Email: Ruth.bagley@slough.gov.uk
Our Ref:
Your Ref:

Cllr R Stokes
Hand delivered

Dear Cllr Stokes

Castleview

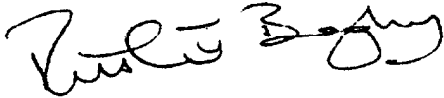
Thank you for your letter of 12 October received on 15 October. There follow the answers I have obtained.

1. Officers currently in post do not know who attended the relevant meeting. We are seeking to establish that from Drivers Jonas, a representative of whom was in attendance.
2. The price was not given or leaked to the press by any officer of the Council. The Heads of Terms (which included the price) were requested by members of the Conservative Group and was sent on a confidential basis to them by Steven Quayle. This does not necessarily imply the information was given or leaked to the press directly or indirectly by them.
3. The Council's consultants Drivers Jonas consider that £3.25m is the best consideration that can be reasonably be obtained in the present market.
4. Our lawyers do not consider questions 4, 5 and 6, i.e. the status of the developer's company to be relevant as the proposal, in general terms, is to dispose of the land where the total payment is due if the developer sells on or is by way of two payments being made if he builds it out. The first of £2m on the practical completion of the 1st dwelling or 4 months after commencement date whichever is the earlier and the second payment of £1.25m on the practical completion of the 50th dwelling or 18 months whichever is the earlier. There are guarantors including the Irish Nationwide Building Society who will be party to any transaction.
5. As above.
6. For the reasons above the Council has not sought to obtain a copy of the company accounts.
7. The law requires the Council (through the Cabinet) to advertise its intention to dispose and to consider any written objections to the proposal before any final decision is made to proceed further or not. That is why the statutory notices have appeared in the Slough Express on the 9th and 16th October.

Corp/cx1et0ct09/Stokes 19
19/10/2009 16:03:52

8. When the 50th dwelling is sold the site is to be re-valued under the overage provisions and if the valuation has increased the Council are entitled to 20.5% of the "new" value less the payments already made.

Yours sincerely

A handwritten signature in black ink, appearing to read "Ruth E Bagley". The signature is fluid and cursive, with the first name "Ruth" being the most prominent.

Ruth E Bagley
Chief Executive

CC **James Pierson**
Steven Quayle

**CASTLEVIEW ROAD - ACCESS AGREEMENT
HEADS OF TERMS**

Castleview Road - Access Agreement

Heads of Terms

1.	The Parties	1
2.	The Guarantors	1
3.	The Site	1
4.	Section 237 Town and Country Planning Act 1990	1
5.	Interpretation	1
6.	Access Rights	2
7.	Obligations	2
8.	Base Price	2
9.	Payment Terms	3
10.	Overage	3
11.	Revised Base Price	4
12.	School Land	5
13.	School Land Overage	6
14.	Appeal Costs	6
	Schedule 1 - Works	6

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CASTLEVIEW ROAD - ACCESS AGREEMENT - HEADS OF TERMS

1. The Parties

- 1.1 Slough Borough Council ("The Council")
- 1.2 Kelobridge Limited ("Kelobridge")
- 1.3 All references in this agreement to Kelobridge shall also apply to their successors in title and guarantor(s).

2. The Guarantors

- 2.1 David Paul Daly ("Mr Daly")
- 2.2 Irish Nationwide Building Society ("The Bank")

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3. The Site

- 3.1 All that land shown for identification purposes only on the attached plan (the "Castleview Site").
- 3.2 The site comprises
 - (i) Land owned by the Council shown hatched red (the "Access Land")
 - (ii) Land owned by Kelobridge shown hatched green (the "Development Land")
 - (iii) Land owned by Kelobridge shown hatched blue (the "School Land")

4. Section 237 Town and Country Planning Act 1990

- 4.1 The Council is disposing of the Access Land under Section 123 of the Local Government Act 1972 (as amended) and in addition will exercise its powers under section 237 Town and Country Planning Act 1990 to override the restrictive covenants that burden the said land and which may be breached by the proposed construction of a highway and its subsequent use as a highway for vehicular and pedestrian use

5. Interpretation

- 5.1 In this agreement, unless the context otherwise requires:
 - 5.2 Commencement Date This shall be the date of Practical Completion of the first residential unit on the Development Land
 - 5.3 Sale Date To be the earlier of completion of the sale of the development land to a third party or one month following Kelobridge exchanging contracts with a third party.
 - 5.4 Practical Completion A dwelling being considered "fit for habitable use", to be determined if necessary by an independent surveyor to be appointed by the agreement (not to be unreasonably withheld) of both Parties with the cost to be apportioned equally
 - 5.5 Material Operation Means any operation as defined in section 56(4) of the Town & Country Planning Act 1990 but not including such operations as archaeological investigations, demolition, site clearance, site

CASTLEVIEW ROAD - ACCESS AGREEMENT - HEADS OF TERMS

- preparation, and laying of services and erection of fences and hoardings, or the Works
- 5.6 Revised Site Value
- 5.7 School Land Price £250,000 per net developable acre transferred to the Council for the construction of [to be defined]
- 5.8 Works The works defined in Schedule 1

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6. Access Rights

- 6.1 Subject to the provisions of Clause 7 below the Council will grant Kelobridge a license to enter upon the Access Land to undertake the Works.
- 6.2 The Council will grant Kelobridge a lease of the Access Land for a term of 999 year in accordance with an Agreement to Lease to be agreed between the parties.

7. Obligations

- 7.1 Kelobridge is obliged to submit to SBC an application under s.106A TCPA 1990 to modify the S.106 Agreement made between the Parties and dated 29th March 2006
- 7.2 These modifications will:
- (i) Redefine "Material Operation" in the current Sec106 agreement so as to exclude the Works
 - (ii) Redefine the "School Land obligation" schedule in the current 106 agreement as defined under Clause 12 below
- 7.3 Kelobridge is to make all reasonable endeavours to make such application as soon as is reasonably practical but in any event no later than 4 months from the date of this agreement
- 7.4 Any planning application subsequent to P/11425/003 and P/11425/005 is to be for the comprehensive development of the site and will seek to maximise the land value of the site in the market at that time.

8. Base Price

- 8.1 A figure (the "Base Price") has been agreed to represent the consideration payable by Kelobridge to the Council for grant of a right or easement or similar such provision to use the Access Land for the sole purpose of access to a development scheme of no greater than 300 residential dwellings.
- 8.2 The agreed Base Price is £3,250,000 (Three Million and Two Hundred and Fifty Thousand Pounds Only), exclusive of VAT.

CASTLEVIEW ROAD - ACCESS AGREEMENT - HEADS OF TERMS

- 8.3 The Base Price reflects the 20.5% of the agreed Baseline Valuation of £15,900,000, being the perceived current value of the 300 unit consent.
- 8.4 For the purpose of this agreement, the Base Price shall be a fixed amount and for the avoidance of doubt, not subject to *inter alia* indexation, RPI increases or any similar such inflationary or deflationary measure.

9. Payment Terms

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- 9.1 The Base Price payable to the Council will be due upon the earlier of: **CONFIDENTIAL**
- (a) the Sale Date; or
- (b) on the commencement date but no later than 4 months from material operation
- 9.2 In the event of 9.1.b above being effective, the first tranche of the Base Price (the "First Payment") will be made upon the Commencement Date but no later than 4 months from the material operation.
- 9.3 The First Payment will represent a sum of £2,000,000 (Two Million Pounds Only).
- 9.4 The balance of the Base Price (the "Second Payment") will become due upon Practical Completion of the 50th residential dwelling, or 18 months from the Commencement Date.
- 9.5 In the event of a sale of the Development Land or School Land the First and Second Payments will be made upon the Sale Date.

10. Overage

- 10.1 Upon the sale of the 50th private residential dwelling, the Development Land and Access Land will be re-valued in accordance with the Market Value provisions set out within the RICS Valuation & Appraisal Manual. The combined value of the land will be referred to as the Overage Value.
- 10.2 The Parties will seek to agree the Overage Value through negotiation in the first instance. Should an agreement not be reached through negotiation, then the matter shall be referred to the President of the RICS. Any referral to the RICS shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996.
- 10.3 The Third Payment will represent 20.5% of the Overage Value less the balance already made in the First and Second Payments. The Third Payment will be due within 3 months of the Overage Value having being agreed.
- 10.4 For example, should the Overage Value be £20,000,000, then the payment to the Council would be assessed as follows:

Overage Value	£20,000,000
20.50%	£4,100,000

CASTLEVIEW ROAD - ACCESS AGREEMENT - HEADS OF TERMS

Less	
First Payment	£2,000,000
Second	
Payment	£1,250,000
Third Payment	£850,000

- 10.5 In the event that the property has not been sold or development commenced upon the 5 year anniversary of this agreement, the Base Price will become due and any Third Payment calculated by reference to the above.
- 10.6 Any revised planning application on the Castleview Site consented within the 5 year period will be subject to the above

11. Revised Base Price

- 11.1 In the event of a failure to implement the existing planning permission (Kelobridge having taken all reasonable steps as anticipated under Clause 7 and lapse of that permission, upon the earlier sale of whole or part of the Development or School Land, material operation of a revised planning consent or the 5th anniversary to this agreement a valuation will be undertaken to determine the value of the following, the higher of which will be deemed to be the Revised Site Value:
- (i) The existing planning permission P/11425/003 and P/11425/005 but subject to S106 costs to be agreed with the Council at that time.
 - (ii) Any revised consent for comprehensive development of the site.
- 11.2 In the event that the Revised Site Value exceeds £15,900,000, the Revised Base Price payable to the Council will be calculated by reference to the following formula:
- 11.3 $A = B \times 20.5\%$
- 11.4 Where:
- (i) A is the Revised Base Price
 - (ii) B is the Revised Site Value
- 11.5 In the event that the Revised Site Value is beneath £15,900,000, the Revised Base Price payable to the Council will be calculated by reference to the following formula.
- 11.6 $A = (B - (C \times 0.66)) \times 0.25$
- 11.7 Where:
- (i) A is the Revised Base Price
 - (ii) B is the Revised Site Value
 - (iii) C is the value of the hypothetical 260 unit scheme discounted by 66%

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CASTLEVIEW ROAD - ACCESS AGREEMENT - HEADS OF TERMS

- 11.8 In the event of a material operation the first tranche of the Base Price (the "First Payment") will be made upon the Commencement Date of the first private dwelling but no later than 4 months from the material operation.
- 11.9 The First Payment will represent a sum of £2,000,000 (Two Million Pounds Only) or the Revised Base Price if less.
- 11.10 The balance of the Revised Base Price (the "Second Payment") will become due upon Practical Completion of the 50th private residential dwelling, or 18 months from the Commencement Date.
- 11.11 In the event of a sale of the Development Land or School Land the First and Second Payments will be made upon the Sale Date

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12. School Land

- 12.1 The Parties agree to a variation of the Section S106 to provide the Council with an option to acquire the School Land at the School Land Price within 5 years of the date of this agreement, subject to providing Kelobridge with no less than 28 days written notice.
- 12.2 Kelobridge shall for the period of the agreement provide and maintain for the benefit of the Council an appropriate right or easement to access the school site.
- 12.3 The ability of the Council to require Kelobridge to implement the road will be subject to the implementation of a planning permission for the development of the Access and Development Land.
- 12.4 In the event of implementation of material operation by Kelobridge and upon exercise of the option by the Council, Kelobridge will undertake to construct a road of suitable design and specification for the servicing of the School Land.
- 12.5 Should the Council need to provide the means of access to the School Land in advance of Material Operation of a planning permission relating to the Access and Development Land, the Council shall procure and undertake such works (the "Access Works") at its own expense, subject to Kelobridge providing agreement to the design, specification and cost of the works, such agreement not to be unreasonably withheld.
- 12.6 For the purpose of this agreement, the School Land Price shall be a fixed amount and for the avoidance of doubt, not subject to inter alia indexation, RPI increases or any similar such inflationary or deflationary measure.
- 12.7 The Council will pay to Kelobridge within 3 months of implementation of the Access Works the balance of the School Land Price less the costs of the Access Works. Should the cost of the Access Works be greater than the School Land Price, then Kelobridge will pay to the Council at that time the balance between the respective amounts.

CASTLEVIEW ROAD - ACCESS AGREEMENT - HEADS OF TERMS

- 12.8** The School Land Agreement shall also provide conditions that all the Parties shall covenant not to seek to pursue the provisions set out in Clause 7 of Schedule 8 of the S106 agreement, related to the procurement of a new Castleview Road Primary School.

13. School Land Overage

- 13.1** In the event that the Council does not exercise its option or waives its option for the acquisition of the School Land and planning permission is obtained for its development which is to be served by the Access Land, then Kelobridge shall make to the Council a School Land Overage Payment.
- 13.2** The School Land Overage Payment will equate to 33.3% of the value of the land with the benefit of that planning permission.
- 13.3** The Parties will seek to agree the valuation for the School Land Overage Payment through negotiation in the first instance. Should an agreement not be reached through negotiation, then the matter shall be referred to the President of the RICS. Any referral to the RICS shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996.
- 13.4** The School Land Overage Payment will be made within x3 months following the grant of planning permission

14. Appeal Costs

- 14.1** The Parties agree to waive any accumulated or anticipated future Appeal Costs. For the avoidance of doubt, Kelobridge agree to waive absolutely any claim of the Council for any Appeal Costs in relation to recent or previous appeals, including *inter alia* legal fees, consultant fees, and preparation of document costs and so on.

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Schedule 1 - Works

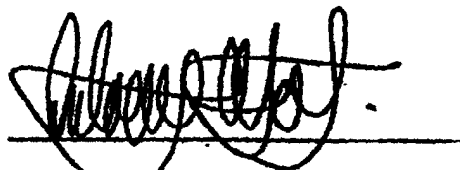
The Works will be to a scale and specification so as to constitute a material operation under 56(4) of the Town & Country Planning Act 1990. The specification of the works will be agreed between the parties and appended to the license. These will include the installation of no more than 4m of kerbing constructed to adoptable standards in the location identified on Plan [1] and more particularly as [Alternative 3] on Plan 2, being an extract of Drawing No. 3048C4001B.

In accordance with the resolution of the Cabinet on 9th February 2009 I hereby approve/authorise having consulted with the Leader of the Council and the Borough Secretary and Solicitor, the disposal of the Access Land in accordance with the above Heads of Terms dated 13th August 2009

The Borough Secretary and Solicitor is authorised to agree the actual terms and conditions of the Lease and supporting documents

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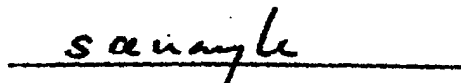
Dated 19th August 2009



Andrew Blake-Herbert
Director of Resources



Rob Anderson
Leader of the Council
(consultee)



Steven Quayle
Borough Secretary & Solicitor
(consultee)

Dear Mr

Where open space land has been appropriated to planning purposes (as here) the Council must follow the procedure set out in Section 233 of the Town and Country Planning Act 1990. This requires a local authority who intend to dispose of the open space land to :-

1. publicise its intention to do so for at least 2 consecutive weeks in a newspaper circulating in their area and
2. consider any objections to the proposed disposal which may be made before any decision is reached.

Thus the Cabinet must consider fairly and on their merits all of the objections to the proposed disposal before any final decision is reached.

The final decision will be a matter for the Cabinet in due course. I hope this helps.

I attach the plan showing the land which is affected. If you need any further information please let me know.

Steven

-----C
From: lto:r
Sent: 22 October 2009 21:15
To: Quayle Steven
Subject: Heads of Terms document

Dear Mr Quayle

Thank you for sending me the 'Heads of Terms " document, received last weekend. Something I do not understand is how this fits with the consultation process which is taking place at the present. There is a sort of cart-before-the-horse aspect to it which I do not understand. Isn't it normally the case that the consultation takes place ,and that is then followed by the decision. I am probably missing something so an explanation would be of great help.

Many thanks



The Planning Inspectorate

Room: 3/18A
Temple Quay House
2 The Square
Temple Quay
Bristol BS1 6PN

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Switchboard: 0117-372-8000
Fax No: 0117-372-8181
GTN: 1371-8562

teamp7@pins.qsi.gov.uk
<http://www.planning-inspectorate.gov.uk>

Mr D Scourfield
Slough Borough Council
The Town Hall
Bath Road
Slough
BERKSHIRE
SL1 3UQ

Your Ref: P/11425/006
Our Ref: APP/J0350/A/08/2093004/NWF
Further appeal references at foot of letter
Date: 24 April 2009

Dear Mr Scourfield

Town and Country Planning Act 1990
Appeals by Kelobridge Ltd
Site at Land To The Rear Of 2-78 Castlevue Road, Slough, SL3 7NQ and Land
To Rear Of 2-78 Castlevue Road And No. 36 Blenheim Road, Slough, SL3
7NQ

The inquiry arranged for Tuesday, 28 April 2009 has been cancelled because these appeals have been withdrawn and the files are now closed.

Please tell anyone you informed of the arrangements about the cancellation. I suggest that details of the cancellation are displayed at the venue.

Yours sincerely

Nicholas Patch

313(BPR)

Further appeal references:- APP/J0350/A/08/2093011/NWF

*You can now use the Internet to submit documents, to see information and to check the progress of this case through the Planning Portal. The address of our search page is - <http://www.pcs.planningportal.gov.uk/pcportal/casesearch.asp>
You can access this case by putting the above reference number into the 'Case Ref' field of the 'Search' page and clicking on the search button*



Slough named worst for accidents

A Berkshire town has been named the worst accident hotspot in the UK.

Slough came top of the list based on claims data compiled by an insurance firm. It was followed by Ilford in Essex while Birmingham was third.

According to the data there were 49.1% more claims involving road accidents in Slough than the national average.

The safest place according to Endsleigh Insurance was Belfast at 44% below the national average, followed by Swansea and Aberdeen.

Spokeswoman Rhiannon Harris said: "Drivers need to be even more vigilant leading up to Christmas when there are usually a greater number of vehicles on the roads and when weather conditions can be extremely hazardous.

"It is important that motorists throughout the country are extra vigilant at this time of year."

The report was based on policy holders' claims over the last three years.

A spokesman for the Thames Valley Safer Roads Partnership - which promotes road safety in the area - said it could be wrong to suggest that Slough was a significantly more dangerous place than elsewhere.

The area does have the highest density of roads in Thames Valley and one of the highest levels of vehicle registrations in the area.

At 1.26 vehicle registrations per person it is more than double the national average (0.59) for England.

The spokesman added that the number of annual fatal or serious injury collisions in Slough had reduced by 44% since 2000, although collision rates per head of population were slightly higher than the rest of Thames Valley.

In September, Department for Transport figures showed that road deaths had fallen to their lowest level since records began in 1928.

Accident hotspots

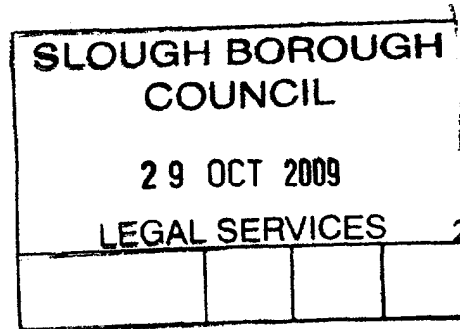
(% above national average)

- * 1. Slough 49.1%
- * 2. Ilford 44.0%
- * 3. Birmingham 33.1%
- * 4. Bradford 27.8%
- * 5. London 24.0%
- * 6. Burnley 19.9%
- * 7. Plymouth 17.2%
- * 8. Stockport 14.4%
- * 9. Manchester 13.1%
- * 10. Milton Keynes 12.2%

(Data: Endsleigh Insurance)

guidelines for minimum provision of 2.43 hectares (6 acres) per 1000 population. The total amount of outdoor playing space in Slough at April 1997 was 91 hectares which included 57 hectares of formal pitch and court provision and 34 hectares of equipped play areas and casual play space. For a district the size of Slough, there should, given the 1997 population projections and according to the NPFA standards, be 260 hectares overall, with 174 - 196 hectares formal sports provision and 65 - 87 hectares of children's play space; there is therefore a 65% shortfall in playing space provision in Slough. A Leisure Action Plan is being prepared by the Borough Council, as part of the Cultural Plan, which will identify any shortfalls in existing provision of sports facilities and playing pitches and assess the need for new or upgraded facilities.

- 6.10 In considering the need for Green Belt releases for housing in Slough, the Panel for the Structure Plan Examination in Public held in May 1997 noted that the Borough suffers from a deficiency of playing fields in that it contained only about one third of the minimum recommended area for pitches and courts. A similar pattern was found with regard to children's play spaces and other areas for informal recreation. The Panel therefore concluded that 'any erosion of the valuable open spaces in the built up area by new housing development would be inappropriate'.
- 6.11 In an urban district such as Slough, it is not possible to increase significantly the amount of playing space available. All major residential developments greater than two hectares are required to provide open space with equipped play area(s) to serve the new housing in accordance with Policy OSC3. In smaller developments, less than 2 hectares, open space is sought at a level considered appropriate to the development proposed; in addition, provision for equipped play space may also be sought, depending on the type of development proposal and existing play provision within the vicinity of the site.
- 6.12 Examples of major new open space provision can be found at the Cippenham Sector, where 6.3 hectares of formal playing space is being laid out, comprising local and neighbourhood equipped play areas (2.43 hectares) and a playing pitch. In addition, amenity and informal playing space is being provided throughout the development. Similarly, the new residential development on the northern part of the Ford Iveco site will provide an open space area of 0.83 hectares with provision for an equipped play area. However, opportunities for significantly increasing the amount of playing fields or equipped children's play areas are limited in Slough.
- 6.13 Some increase in playing field provision could be achieved by bringing into active use land within smaller parks which currently provide for passive recreation only. However, new pitches require more than merely marking out in that they can generally only be used if changing facilities are provided. Also, it is difficult to locate new play facilities within established residential areas without causing noise disturbance to nearby residents. The Council will refurbish and upgrade existing play areas when monies are available and opportunities to provide new sites will be taken as they arise and resources permit.
- 6.14 Within the surrounding districts, particularly South Bucks District Council, it is recognised that there are playing pitches and courts available to Slough residents and/or workers, such as the ICI and the Polish Club sports grounds in Stoke Poges. However, as these sites are outside the Borough, they are not subject to the policies of Slough's Local Plan.
- 6.15 Given this shortfall in playing space, it will be most important in Slough to avoid any loss of public or private open space, as well as school playing fields. The Government has recently underlined its concern about the continued loss of Council owned and school playing fields to development, especially where this would result in a shortage of playing fields in a local area, whether for schools or the wider community. The Government has proposed a change to the Town and Country Planning General Development Procedure



S M Quayle
Borough Secretary & Solicitor
Slough Borough Council

27 October 2009

Dear Sir

Re: Land At Upton Court Park, Slough, Berks

I refer to the Notice placed in the editions of 9 and 16 October 2009 in the Slough Windsor And Eton Express. Whilst this may comply with a statutory provision, I am surprised the Notice was not additionally placed in the Slough Observer, which is the principle publication for the Slough area. Also that no notices have been posted in the Park, despite there being an official Council notice board just inside the Park entrance.

I am opposed to the sale of the land and your records will show previous objections I have formally lodged . The best use of the land is as parkland and as you are fully aware the Park was originally sold for this purpose, and to remain so, as provided for in the original sale documentation.

The area to be sold currently provides a regularly used car park (which could be utilised further if the protective bollards were removed), children's play area and cycle track, all of which will be destroyed (including mature poplar trees) to create a main access road through the Park decimating the tranquility of the area enjoyed by the local residents and those from outside the Borough, together with organisations/clubs using the Park facilities in the area in question for football, cycling, model aeroplanes, kite flying, exercising dogs etc. Having perused the various plans for the residential development on the adjoining land, I disagree with the Planning Officer that in particular the play area by the Lascelles Road Park entrance is a sufficient substitute. Neither is the much reduced alternative proposed car parking to be sited near the proposed development.

I would refer to the expensive survey undertaken by Q A Research on behalf of Slough Borough Council in February 2008, formally presented to open Council the following month, at which the Company confirmed that this revealed the wide spectrum of residents questioned confirmed by a clear majority they were against the Park being used for other than recreational purposes. During this year there has been wide press coverage of the Council's activities to improve and create new play areas in the Borough, so why destroy existing ones and their associated facilities.

The proposed development resulting from the access to be gained by selling the land will create an enormous increase in traffic along the Upton Court Road, an already overloaded road, particularly at peak times. The situation would be severely affected by the proposed roundabout in Upton Court Road at the junction with the existing Park entrance and cause further traffic congestion along this exceptionally busy road. An additional problem would happen later if further residential development took place on the adjoining School site and farm land, where I understand Kelobridge already hold an option to purchase the latter. The accumulation of traffic accessing Upton Court Road would then create further problems and be a disaster.

I with many others attended the Council's Extraordinary Meeting on 19 October 2009 and I plus others raised formal questions, but were given very limited time, whereas the Councillors spent over three hours supposedly debating the proposed sale with no final decision being reached. As an "outsider", I feel obliged to comment that the Chairman did not exercise sufficient discipline to ensure the debate dealt solely with the matter in hand, having stated this was to be the case, whereby he allowed members to behave in an uncivilised manner making party political accusations against each other. The result was a demeaning and unprofessional situation.

I listened carefully to Councillor Anderson's presentation and the case he made for the proposed sale, but still oppose the sale. I would raise the following points:

He disregarded the financial status of Kelobridge as the prospective purchaser, but surely good business practice provides for the seller to ensure the buyer has sufficient funds, otherwise the sale would prove abortive and unnecessary legal and other costs incurred. To say no money, no land is not sufficient.

To say the "land" is only currently valued at £15,000 is misleading. This would be its value as parkland, but it has an enhanced value as it is the key to the development and if the Council sell despite overwhelming objections, using Councillor Anderson's statement of having to sell Council assets at the best price, then why is the proposed sale not by open tender, as one would expect. The Heads Of Terms agreement, Clause 5.3 implies a sale to a third party, whereby Kelobridge can sell their contract, which I consider an impractical arrangement and feel there should be a non-assignment clause to give the Council greater control.

Councillor Anderson made great emphasis on £2m being paid upfront, but the provisions of Clause 9 would appear to contravene this as the first payment is linked to various events. Kelobridge could delay certain actions (as provided for) resulting in the first payment not being received at the outset which he gave an assurance on. Furthermore, the balance of the base price (second payment) could also be delayed as a result of deliberate actions on the part of the purchaser. The latter is covered under Clause 10 and any dispute would take some time to be resolved via the RICS who would appoint a specific Surveyor to determine the matter which would take some time.

Councillor Anderson was emphatic that all matters would be very carefully safeguarded in the sale agreement to be entered into and despite my objection to the sale good business practice must prevail in any contractual arrangement.

The presentation covered "compensation" to the residents who have the benefit of the covenant(s) on the Park and I note the Council acknowledge this is payable having received advice from their professional property Surveyors. The figure quoted was £475,000 and I would like to be advised how many residents the Surveyors have established as being entitled to same and the basis on which they have arrived at their valuation. This is crucial as admission was made at the presentation that the overall amount would be allowed against the purchase price and a situation could arise whereby the compensation could outweigh this.

I understand there will be a further full Council meeting next month to deal with the matter. I trust all Councillors will receive all the information they require and all will vote to ensure a democratic decision. Needless to say I and the many residents in the area and other parts of the Borough want their objections upheld, so the sale of the land does not take place and the Park can remain untouched as originally envisaged.

Yours faithfully

23rd October 2009

Mr S M Quayle
Borough Secretary & Solicitor
Slough Borough Council
51 Bath Road
Slough
Berks
SL1 3UF

Dear Mr Quayle

I am writing again to express our concern and strong objections to the Council's proposed disposal of the eastern Park Entrance and land at the bottom of our garden in Upton Court Park for development purposes and to which there has been direct access from our home's backgarden gate for many decades.

I fail to see what we can do except write to the Prime Minister and the newspapers about how a Covenant which is a legally-binding document placed for residents of the Upton Court area to safeguard this Parkland. A beautiful well-used part of Upton Court Park is about to be ignored and betrayed. I cannot understand how if these Covenants were made to protect Parks and other places of importance how or why they can be overturned. Where will it all end? Will the Council build on all Public Parks?

I am sure these restrictions should be honoured because at the end of the day, all the people of Slough will have is heavily built-up areas and they will no longer wish to live in the places they have loved. Slough is changing for the worse due to overdevelopment. The Council's disrespect for this Covenant entered into with Fred Cornish leads one to wonder if the Council has no other interest but to feather its own nest in doubtful deals against the wishes of thousands of people in Slough, who trusted the Council as the custodian of our Park?

From our own experience with the Council, we have had to put up with the Council's excuse to lay bunds along the small road from Upton Court Road down and along Upton Court Park (the Park backs our back garden) to the Rugby Club to prevent the Travellers coming in (money for the Council for the tipping of Motorway rubble). This entailed at one time 14 motorway very large lorries lining up along this road to unload.

Our garden, washing and patio were covered in dirt, dust and noise for weeks with no apologies or compensation. This has not prevented the Travellers, so you will appreciate I am afraid that I have little trust in the Council where this Covenant is concerned.

The ten houses which run along this strip of land will be inconvenienced by noise pollution; the sole reason to buy a house with a view of the parkland has totally been disregarded.

We can see no justification for the extra traffic the new proposed development would cause and no doubt encourage the further erosion of the Green Belt that Sir Andrew Collins considered important in the recent High Court Judicial Review application case.

Our concerns are that the volume of traffic is already unbearable at the junction of Upton Court Road and London Road. The traffic is atrocious between 8am – 9.30am towards Slough in one direction and towards London in the other; the road is too narrow for right turning towards London with at least three to four changes of the lights before turning.

- The park has always been well used by the local people, for walking children in a very safe environment and also for dog-walking, cycling, playing ball games etc – Upton Court Park is free and not like Black Park and Langley Park, so low income families can enjoy this park without the fear of costs.
- The Council, we feel, has not looked after the park, the cycle track is not used and left to get overgrown – children now take their cycle lessons in the road (not a very good idea as so many cars are parked all over the place, children can't safely be seen or concentrate) and this track was also used for motor bikes.
- The BMX track is overgrown and children are not encouraged to use it. In Windsor, the parks have bike/skate board areas. Surely, it could have been kept in a reasonable condition to take the children off the streets.
- The new bunds going down to the Rugby Club have been a waste of time; the travellers still come onto the park.

We have one of the biggest industrial areas just down the road surely the residents should have the open spaces for their families to enjoy freely. This is a very overdeveloped area, already with three new developments on the London Road, (on the Langley Grammar School, playing field, behind the Harvester Pub and just being built next to the Garage towards Slough), previous to this there have been many developments already built along this road.

Why not use empty office blocks in Slough and surrounding areas for development instead of our open spaces and Green belt land!

Finally, we bought our house with the view of the Park. Not in a million years would you expect the Council to sell any of it!

This would not be a moral act but one that we feel would constitute a betrayal of trust.

What is next for the whole Park? How many more backland developers are to be enriched at our expense and great loss to the environment?

SLOUGH PARKS ARE NOT SAFE!

Yours sincerely

Copy to:

Cllr. Balwinder S Dhillon, Cllr. Julia Long, Cllr. Balvinder S Bains, Ann Keen MP, The Prime Minister, HM. The Queen, Windsor Castle.