

The Story of the Relocation of the Raynes Park Lawn Tennis Club to the Site at Meadow View Road, 2007 – 2013

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1. Introduction

The relocation of the Raynes Park Tennis Club, from its old site at 129 Grand Drive, to a new larger site at Meadow View Road, turned out to be a major undertaking, much greater than had at first been anticipated. Overall the project took almost 6 years to see through, and it was not until almost the very end of the process, (around July 2012), that there was any certainty that the move would happen at all.

The main uncertainties any of which could have spelt disaster for the project related to:

- the acceptability of the initial offer made Doram Properties Ltd.,
- whether Doram's development proposals for the site would get planning permission
- the acceptability of the terms of the commitment given by Doram for the development of the tennis facilities
- the ability of the tennis club to terminate its lease on its old site
- the planning application for floodlighting on the new site
- negotiating with the subsequent site owners, Bellway Homes Ltd.,
- seeking supplementary funding for the move, and
- convincing the membership of the Club as to the desirability of the move

Some of the most critical of these uncertainties remained until the very last stages of the project, which meant that the time, effort and commitment given to pursuing the move were all at a high risk of proving to be a monumental wasted effort.

2. Initial approach from Doram

The Raynes Park Residents Lawn Tennis Club had been occupying a small triangular site at 129 Grand Drive since 1947. The site was largely hidden from public view, being boxed in on all sides by housing, which fronted onto the 3 surrounding roads.

In November 2007 a telephone call was received by a Club Committee member, the caller announced himself as Mike Ibbott working for TP Bennett (Planning Consultants). The caller asked how the Club would feel about an offer of new tennis premises, at a site just off Grand Drive.

As background it was explained that the site (known as the LESSA site – London Electricity Sports and Social Assn) had been purchased as a speculative venture, by an Irish property company known as Doram Properties Ltd. The sports use that had formerly taken place on the LESSA site had ceased, and it had been abandoned by the London Electricity several years earlier, and the site had become badly overgrown and derelict.

The LESSA site was situated approximately 400 metres from the Club's original site at 129 Grand Drive.

Through their planning consultants Doram had previously approached the London Borough of Merton in order to seek advice on the potential for developing the former sports ground for residential purposes. Officers of the Council suggested that there might be potential to develop a

small part of the site for residential, but only if the scheme included provision for the greater part of the site to be brought back into active sports use. Merton Council suggested possible local sports clubs who might be interested in using the land, and named the Raynes Park Residents LTC as one of those clubs. This advice led to the approach to us, referred to above.

A meeting of the Club Committee was then held, in which it was agreed that the proposal might be of interest, and that it was worth pursuing.

Doram also employed Edmondson Architects who prepared a scheme layout for the development, and who also communicated with the Club about the proposal. A letter was received from Ken Edmondson in January 2008. This letter confirmed the “credibility” of the Club as a potential partner in the project. The letter also confirmed their perception of the suitability of the Club from the point of view of the intensity of sporting activity that they provided, and its sustainability, the role of the Club within the community, the way in which the project could meet the longer term aspirations of the Club, the training schemes offered by the Club, and the spatial requirements of the Club in relation to the space available on the site. On this basis Doram offered the Club a place on the site. A plan was received which showed how the Club could be accommodated on the site. It included 5 courts and a clubhouse, an increase from the 3 courts available at the original site.

The letter envisaged that the tennis courts, fencing and floodlighting might form part of the offer from Doram, but that any tennis clubhouse would need to be funded by the Club raising matching finance, or self-financing it. This offer was dependent on Doram being successful in obtaining planning permission for residential development of a scale which made the project as a whole viable.

From the outset the Club Committee agreed that the suggested relocation would not be acceptable if it had the potential to threaten the long term future of the Club, through financial over-commitment or uncertainty, or for any other reason. On the other hand it was also recognised that the move to a larger site, with 5 courts might potentially offer a better long term future for the Club, allowing it to operate more effectively and to offer a range of tennis opportunities which compared with neighbouring clubs.

3. Negotiations with Doram

A further meeting involving Ken Edmundson and Mike Ibbott together with the Club Committee took place on 8 April 2008. This meeting confirmed that Doram had made minor changes to the overall scheme, none of which affected the tennis element. The Doram offer to the Club remained the same as in the January letter.

In May 2008 Ken Edmundson confirmed the costs of construction of the 5 courts (£135,000), the surrounding fencing (£16,000), and the floodlighting (£30,000). An amended plan showing a revised layout for the tennis courts was also provided by him. The cost of the clubhouse which was proposed by Doram was said to be £225,000, and it was said that this latter item would need to be funded by the Club. The Club would be offered a 999 year lease, and the overall LESSA site would be maintained by a management company, where, it was said the Club would have a representative on its board.

In May the Club had a meeting with the Merton Sports Development Officer, Chris Parsloe (SDO), in which it was revealed that the original proposal in which the Raynes Park Vale Football Club would occupy the proposed football pitch, adjacent to the tennis site, would probably be dropped. This would reduce the potential community benefit that the development would produce. The Kings College School later became the favoured user of this football pitch area, but later, they too chose not to pursue this option, looking for sports field land elsewhere.

The SDO also felt that the proposed tennis clubhouse building was an over-provision, compared to what would be required by the Club. She also felt that if there were to be a smaller clubhouse building, then it should properly be funded by the developer.

The Club Committee also felt that the clubhouse building was far more elaborate than it would require. It included raked spectator seating in a small spectator stand, and it was to be a substantial, masonry-constructed building. The Club felt that the provision of a smaller clubhouse building was a cost which should properly be borne by the developer, given that they were expected to deliver active sports use on the part of the site that was not to be developed for housing. The Club considered that the risk of its not being able to attract sufficient funding to build a clubhouse was too high to allow acceptance, and that the project would be unattractive to the Club on that basis.

These points were put to Doram, with the response that the Club were asked to urgently research the design and cost of a more modest clubhouse building, which would be better suited to their requirements. Doram would then consider if such a clubhouse could be included in the package offered to the Club.

This led to an approach by the Club to Passmores Portable Buildings Ltd, of Strood, Kent, as a result of which a building design was devised, which included a main function room, a kitchen, toilets, and an externally accessible storage room. This scheme was costed at an estimated £47,864, including foundations, electrics, heating, plumbing, fitting out (kitchen and toilets), cupboards, shelving, slabbed surround, painting and decoration, and external wood treatment. The building would be of a prefabricated construction. This building design and the associated costs were put to Doram, on 23rd June 2008, together with the view that the clubhouse should be constructed, and the costs borne, by the developer.

The Club Committee decided that in the event that Doram agreed to fund the clubhouse, then the Club might be willing to compromise to some degree on the number of floodlit courts, but not to compromise on the number of courts overall. However it was felt that planning permission should be sought for floodlighting all the courts.

In July a meeting then took place involving 2 members of the Club Committee and the representatives of Doram. At this meeting Doram confirmed that the planning application for the overall residential and sports use scheme would be soon be submitted, and that the application would include the Club's proposed clubhouse building. The developer indicated that the scheme as currently proposed would generate a certain amount of funding which could be devoted to community benefit, and that Doram were indifferent to exactly how that benefit funding was to be spent. This, they said, was a matter for Merton. The Club was asked to make representations to the Council in support of the planning application, and to encourage the Club members to do the same.

4. Perceived Advantages of the Proposed Relocation

From the outset, the Club Committee recognised the potential advantages that could arise out of the relocation to the proposed new site. Most of the advantages stemmed from the proposed increase in the number of courts, from 3 to 5, with the extra court capacity that would follow:-

- Having extra court capacity would allow greater opportunities for providing more coaching sessions, without impinging into court usage by the membership as a whole.
- Extra court capacity would allow for the Club to cater for a wider range of tennis abilities amongst the adult players, so that within the same time slot some courts could be used for relative newcomers to the game, while the remaining courts could be used for regular players. To have both sets of players at the Club premises at the same time, would, it was felt, allow the membership to come together, and allow the gradual integration of different playing standards.
- Extra court capacity would mean that there would be less overall pressure on the courts at the most popular times of the week and the year, reducing waiting time for the members, for example at social tennis sessions.
- Having 5 courts would allow the Club to run open tournaments, including players from other clubs.
- The extra courts would allow informal tennis, and tennis coaching, to take place alongside home matches against other clubs.
- There was the potential for better car parking facilities to be available to the Club, which would increase its overall attractiveness to its members and to potential new members.
- The overall tennis Club infrastructure would, at a stroke be transformed, and the image of the Club would be greatly improved, from an old, small-scale, run-down club, to a new, modern, forward-looking club, which again would be attractive to both existing and potential new members.
- The Club would occupy a more prominent position as far as the local community was concerned, this could allow greater appreciation of what was available, and could potentially gain the Club extra members.
- As well as having more courts, the Club would also be provided with courts of true LTA dimensions, which we did not have at the old site.
- Having a clubhouse building which would be compliant with modern Building Regulations, in particular from the point of view of the level of insulation, and accessibility for all.
- There were also financial advantages which would flow from the move, but these are dealt with elsewhere.

5. The Doram Planning Application

Prior to the submission of the planning application by Doram, they called a meeting of local residents for 19 May, to which the Club was invited. The meeting was attended by over 200 people, but the scheme attracted a lot of criticism from members of the public, mainly in relation to the scale of the residential element, and to the possible impact of the development on flooding in the area. However the tennis proposals in the scheme did not attract any criticism.

The planning application for a mix of residential and sports use was submitted to Merton Council by Doram in July 2008.

When the Club had sight of the planning application, they were alarmed to see that the tennis court floodlighting element had been omitted. On questioning Doram's advisors about this omission, the Club were told that it was an "oversight" that the floodlighting had been omitted from the planning application, but the Club was assured that Doram's commitment to providing it was still firm.

This presented the Club with a serious dilemma, should they now oppose the scheme, and risk being side-lined by the developer, (with another sports club potentially being invited to take our place), or should it rely on the promises made by the developer which confirmed that floodlighting would be provided and paid for by the developer. When raised with the developer the promises to provide floodlighting were unambiguously re-affirmed.

In the event the Club decided to continue its support for the development scheme, but the Club did ask the developers to submit a planning application for floodlighting the courts.

There were objections to the scheme from members of the public. They were based on factors such as the extra traffic that it would generate, the design and appearance of the proposed new flats, the loss of green space to housing, the suggested failure to demonstrate that part of the site was surplus to sporting requirements, security issues, and the impact on light and privacy resulting from the construction of the new buildings. There were therefore no objections that related to the proposed tennis facilities.

There were also representations in support of the proposal, and these referred to the fact that the site had been derelict for many years, that it would mainly be brought back into active sports use, and that the proposal provided much-needed housing for the area.

As a result of comments made at the public meeting, and by Merton Council planning officers, Doram made some changes to the layout of the scheme, reducing the height and impact of the proposed housing. These changes impacted on the layout of the tennis facilities. Doram consulted the Club about these changes, and Doram made further adjustments in response to comments made by the Club. These changes involved the splitting of the tennis courts into 2 separated blocks. This change now appears to have brought benefits to the Club, as it allows greater flexibility in the use of the courts.

The planning application was planned to be considered by Merton Council at a meeting on 11 December 2008, but this was later changed to 15 January 2009. The planning officer's recommendation was that approval should be given to the scheme. The Club Committee was represented at the Council meeting by 2 of its members, one of whom spoke at the meeting, in support of the scheme.

The planning application was refused permission by Merton Council at that meeting. The decision was largely influenced by the perception that too much of the former sports land was proposed for residential development.

6. The Planning Appeal and the Unilateral Undertaking (U.U.)

An appeal was lodged by Doram around April 2009. Again members of the Club were asked to write in support of Doram's case. The Club did write to the Inspector in support of the appellant.

A meeting took place on 24/4/09, which involved Doram's advisers and two members of the Club Committee. The meeting was called to discuss a draft U.U., which had been sent to the Club by Doram.

The U.U. was to be a legally binding commitment in which the developer bound himself to do certain things in the event that the scheme received planning permission, and that the development was undertaken. This ensured that the community benefits that the scheme promised (such as the sporting facilities), were in fact delivered by the developer as part of the scheme. One element of this commitment related to the funding and construction of the tennis facilities, and the arrangements under which the tennis site would be leased to the Club.

At the meeting several issues were raised by the Club about the draft U.U.

The draft U.U. made no mention of the provision of tennis court floodlighting by the developer. When the Club questioned Doram's advisers about this, they maintained that legally it was not possible for Doram to give commitment to implementation of floodlighting in a U.U., in the absence of floodlighting being included in the planning application. Doram's advisors nevertheless re-stated Doram's commitment to providing and funding the tennis floodlights.

There were other lesser concerns raised, namely:

1. the possible forfeiture of the lease in certain circumstances,
2. the potential for an onerous maintenance charge being levied in connection with the management of the overall LESSA estate,
3. the erection of fencing around part of the site boundary,
4. the inadequate height of the tennis fencing.

In the light of these comments some adjustments to the draft U.U. were made, but none that related to the provision of floodlighting. The finalised U.U. was then submitted for consideration as part of the appeal process on 22 June.

The U.U. made the following commitments relating to the tennis facilities:

1. The developer would construct 5 hard tennis courts to Lawn Tennis Association specifications, dimensions and standards, and that a 3.6 metre high fence would be erected around the courts.
2. The developer would construct a prefabricated single story tennis clubhouse, including the provision of water supply, foul and surface water drainage, and electricity.
3. The developer would offer a lease of the tennis site to the Raynes Park LTC. This offer would be made in the period between 6 and 18 months of construction work starting on the site as

a whole. After the 18 month period, and assuming that the Club did not accept the lease, then it would be offered by the developer to the London Borough of Merton.

4. If and when the Raynes Park LTC accepted the offer of a lease, a draft lease document would be prepared by the developer's solicitors and sent to the RPLTC within one month of the Club's acceptance.
5. The broad heads of the terms of the lease that would be offered to the Club were set out. These included that the lease would be for 99 years, and that the rent would be one peppercorn.
6. The developer would start work on the construction of the new tennis facilities within 12 months of construction work starting on the development as a whole. Work on the tennis facilities should proceed "diligently", and the tennis works should be completed as soon as reasonably practicable, but in any event not later than the occupation of the 21st market dwelling (i.e. dwelling for sale) on the site.
7. All minor snagging items should be made good within one year of the completion of the tennis facilities.

The Planning Inspector made a site visit to the LESSA site in September 2009. Two members of the Club Committee attended this visit, and pointed out features on the site for the Inspector to note.

On 1st October the Planning Inspector wrote a letter to the developer setting out his decision on the planning appeal. He considered that the main issues relating to the appeal were whether the proposal provided sufficient community benefits to justify the loss of some of the open space land, whether the development of part of the former playing field site for housing was in accordance with national planning guidance, and the degree of public support for the proposal.

His overall conclusion was that the community and sporting benefits of the scheme significantly outweighed the loss of a small part of the derelict sports ground. His decision was therefore to grant permission to the scheme, subject to certain conditions. Some of these conditions had relevance for the tennis part of the scheme. These included:

1. That tennis would be played only between 8-00 and 22-00 hours.
2. That the tennis clubhouse should be provided with sustainable energy sufficient for achieving a reduction of 20% in its carbon dioxide emissions, arising from its energy requirements.
3. That a minimum of 20 of the car parking spaces, should be allocated to the sports/community use, at all times.
4. That samples of external surfaces of all buildings should be submitted to the local planning authority for their approval. Perhaps as a result of this condition, a slated roof was used for the new clubhouse building.
5. Conditions relating to the trees on the site and proposals for new planting.

At an AGM of the Residents Association (Raynes Park and West Barnes Residents Association) in October 2009 it was stated that the Residents Association would have to consider how best to develop the old tennis site (129 Grand Drive) if the Club were to relocate to the new site. It was also alleged, (a quite erroneous slander) that one member of the Tennis Club Committee "must have exerted pressure" in the planning process, with a view to gaining the planning permission for the

LESSA scheme. Exactly how that pressure was exerted on a Planning Inspector, was not explained, and no evidence was provided to back up the statement.

7. Renewal of the Lease on the Old Site

The lease on the Club's old site at 129 Grand Drive came up for renewal in March 2009. The new term of the lease would be for 25 years (up to 2034). Given the prospect of possible relocation of the club, it was decided to ask the freeholders to ensure that the new lease should include break clauses under which the Club could terminate the lease, and hand back responsibility for the old site to the freeholders (the Holdings Company).

After negotiation with the freeholders it was agreed that the new lease should include break clauses every 4 years, the first being in March 2013, and that 12 months' notice should be given prior to the break clause date, if the Club were to decide to terminate the lease. This set a target for the Club to establish beyond doubt whether it chose to move or to stay, by March 2012.

8. The Application for Floodlighting

This aspect of the project was to prove to be by far the most protracted, most complex, and most frustrating of the different tasks that had to be undertaken.

In response to the Club's request that a planning application for floodlighting should be submitted (in May 2009), Doram's advisers suggested that the Club should itself approach Sid Cowap (of Floodlighting Ltd), to put together the drawings for a planning application for floodlighting. Floodlighting Ltd had previously prepared and implemented a scheme of floodlighting at the Club's existing site at 129 Grand Drive. The Club therefore had reason to have confidence in that company.

The developers sent the Club a drawing of the proposed tennis courts layout, which could be used as the basis of preparing these planning application drawings. In June the Club did ask Floodlighting Ltd to prepare these floodlighting drawings. It was hoped that we would be ready to submit an application immediately following a favourable decision on the planning appeal above.

There was some discussion with Doram's advisers about who should submit the planning application, and who should pay the cost of submitting it. At one point the Club were advised that the cost of the application would be £1000, but it later turned out to be £170.

By January 2010 Sid Cowap had prepared floodlighting drawings for the new site, however it was felt that the drawings were inaccurate, so he had to be asked to revise them. Revised plans went backwards and forwards 4 times between Sid Cowap and the Club, before acceptable drawings for the floodlighting were finally provided. In February 2010 we were still waiting for Doram to say who should submit the planning application.

By July the site had new owners (Bellway Homes Ltd.), and they advised that it would be better if the planning application was to be submitted by the Club, rather than by themselves.

In June, a pre-application meeting with planning officers at Merton Council had been requested by the Club, in order to find out if the application was likely to be supported by the officers, in particular from the point of view of the extent of light spillage beyond the boundaries of the tennis site. That pre-application meeting took place in July, and in the light of that discussion a further request went

to Sid Cowap asking him to amend the scheme so as to reduce the extent of light spillage towards the adjacent housing areas.

The further amended floodlighting drawings were received from Sid Cowap in August. These showed a considerable reduction in the extent of light spillage. The drawings showed a finely grained grid of points on across the site and the surrounding area. At each point the level of illumination that would be cast by the floodlighting, was recorded at that point on the ground. This illumination was recorded as a lux figure.

The application made reference to the Institute of Lighting Engineers (ILE) "Guidance Notes for the Reduction of Obtrusive Light" document. This guidance made reference to obtrusive light limitations in four different types of location, including "low district brightness areas" (such as rural areas, small villages, or relatively dark urban locations), and "medium district brightness areas" (such as small town centres or urban locations". In each of these types of location, the guidance indicate maximum acceptable lighting levels.

The Club took a very conservative view, suggesting that the application site should be viewed as a "low district brightness area", and based the scheme on acceptable lighting levels for such an area.

Before submitting the floodlighting application a meeting was held at the old tennis clubhouse on 15 September. Residents whose houses backed onto the new tennis facilities were invited. The meeting was intended to introduce residents to the Club, to explain the Club's hoped-for move to the new site, to outline the application for the proposed floodlighting scheme, and to demonstrate the operation of the existing floodlighting at the old site, so that residents could get a good idea of what would be involved by floodlighting the new site. The meeting was quite well attended, about 30 or 40 people present, and in general the meeting went very well, and the proposals were very well-received.

The planning application was submitted in September 2010, after the meeting with the neighbours. A detailed planning design and access statement was submitted with the application, to set out the background of the proposal, the details of the Club, the benefits that would flow from having floodlighting, the design parameters of the design of the floodlighting, access to the tennis facilities, and the consultations undertaken by the Club.

In November the Club provided a comprehensive written rebuttal to some of the criticisms of the floodlighting scheme that had been raised by objectors to the planning application. The objections covered such issues at impact on bats, impacts on "dark skies" (ability to see the stars in the dark night sky), the lighting compliance with the Institute of Lighting Engineers (ILE) guidance notes, the alleged loss of privacy, and the visual impact of the lighting columns. The rebuttal also referred to the intended hours that the lighting would be operated.

On 17 February 2011 the Merton Planning Committee considered the Club's application for floodlighting. At the meeting, officers confirmed that, if approved, further details of the light mitigation measures (including baffles) would be sought by officers of the Council.

Council members expressed concern about the need for "further information", including light spillage levels towards existing and proposed residential properties. They also felt that better plans showing the location of the lights on the site should be sought. Finally concern was expressed that

the tables submitted showed the Lawn Tennis Association's "recommended maximum" illumination level would be exceeded on all 5 courts.

The Club's view on these comments was that all the required information had been supplied with the application, including the location of the lighting columns, and that the Council's comment on LTA recommended "maximum illumination" was based on what was actually an LTA "recommended illumination" figure.

Despite an officer recommendation to approve the application, the committee deferred it.

Between February and April there were further conversations between the Club and Sid Cowap, and between the Club and Merton's planners. Further information was provided to the latter.

In April the Club provided the Council with a response to comments made by Claire Shepherd (Merton's Environmental Health Officer). This response highlighted information previously supplied to the Council, on issues such as the height of the proposed lighting columns, the location of the boundaries of the site, and the alleged excess of light spillage towards the residential property. It also countered the suggestion that the scheme exceeded the ILE guidance. It repeated that the scheme should be compared to the LTA's "recommended" on-court lighting levels. It referred to the hours of floodlighting use, and how the scheme should be seen in relation to the different "environmental zones" defined in the ILE guidance.

The planning application was presented to the Merton Planning Committee for a second time on 19 May. Again it had an officer recommendation to grant approval. At the meeting, officers responded to questions from members on the location of the proposed lights, and the distances from the nearby residential properties.

Again the Council members expressed the concern that the report, and the plans did not provide the information previously requested in a clear and understandable form. Again it was deferred, and a suggestion was made by one member that trial lights should be erected on the site, which officers agreed to look into.

Following that deferral a meeting was held between a Club Committee member and Jonathan Lewis (Head of Merton's Development Control – South Team). This meeting established, in response to direct questions put, that the Council had enough information to make a decision on the application and that no suggestion was made that any further amendment of the scheme was called for. It was agreed that it would be useful if a site meeting could be convened, to which members of the Planning Committee would be invited. This could take place at the Club's old site at 129 Grand Drive, so as to see the existing floodlighting in operation in the hours of darkness. This it was felt would help them to make a decision. A meeting was duly arranged, but only one person from the Planning Committee turned up.

It was then planned to put the application to the Planning Committee on 21 July, however shortly before the meeting an ultimatum was sent to a Club Committee member, by Merton officers, asking for answers to certain questions, and giving 3 hours notice for answers to be provided. It was not possible to respond to these questions in the time given, because the answers could only be provided by Floodlighting Ltd, and they were unable to respond in the time available. As a result when the item was introduced at the Planning Committee, Council officers said that further details

needed to be clarified, and they suggested a further deferral. On this basis it was agreed to defer a decision once again.

The delay in securing planning permission for the floodlighting was now becoming critical in terms of the urgent need for the Club to apply for funding from grant-giving agencies. Such funding applications would only receive serious attention, if the schemes that they were to fund had all the necessary permissions in place. Without a planning permission, and consequently without a grant award, the Club would not be in a position to meet the deadline to give notice to terminate its lease on its old site, in order to activate the break clause, and it would not be in a position to give notice to the owners of the LESSA site of their intention to accept the lease of the new site, that would be offered to them.

In September 2011 Sid Cowap died following a heart attack. After contacting Floodlighting Ltd the Club Committee members were advised by them to deal direct with lighting engineers in the USA (a company called RSL), who had all along been doing the design work for Floodlighting Ltd. RSL were therefore now asked to work on a revised design, which aimed at meeting the concerns most recently raised by Merton Council. Dealing with RSL proved to be a lengthy, difficult and complex process, not helped by a distance of 4000 miles, and the difficulties of communicating clearly with them, which a face-to-face meeting with them might have overcome. A number of schemes were received direct from them, but often the information was incomplete, and in one case the scheme would certainly have been unsatisfactory to Merton planners.

By November the revised drawings, acceptable to the Club, had finally been received from RSL, and these had been submitted to Merton Council. The revised drawings showed not only the lighting levels that would be recorded on the ground, but also the lighting levels that would be recorded on the façades of the buildings that faced towards the tennis courts.

In January 2012 the Club Committee agreed that even though planning permission was being sought to floodlight all 5 courts, initially, (and assuming that planning permission was granted), the floodlighting would only be implemented on 2 of the courts. The floodlighting of the remaining 3 courts could follow on at a later date, and the planning permission (if granted) would cover a second phase of implementation. The Committee were advised that a 3-phase electric supply would be required for a 5 court illumination, but it was understood (mistakenly as it turned out), that this would be provided from the outset.

Planning permission for the floodlighting was finally granted by Merton Council on 18 January 2012. Officers of the Environmental Health section in the Council confirmed that they had looked at the submitted drawings and the assessment of lighting levels and found them to be satisfactory. The Committee then resolved to grant permission.

This felt like a major milestone had been reached. The conditions attached to the permission required that the hours of operation would be 8-00 hours to 21-30 hours, on any day. A further condition required that work should start within 3 years of the date of the permission. In an "informative" attached to the planning permission, the Council requested that a survey of luminescence should be carried out once the lighting had been installed, and that Council officers be present during the test.

It would have been reasonable to expect that an application of this sort would have taken 2 months to determine. In fact it had taken an incredible 15 months to reach this decision, and the scheme had been to the Planning Committee 4 times.

The delay in securing planning permission nearly sabotaged the chances of moving the Club to the new site. There were three potentially fatal consequences of this delay, 1. it delayed the submission of applications for supplementary funding, and consequently maintained uncertainties about the Club being able to finance the move, 2. it delayed notice that the Club needed to give, to terminate the lease that it held on the old site, and 3. it delayed the Club's ability to confirm acceptance of the offer of the lease on the new site, until after the deadline for acceptance set by the U.U.

9. Lawn Tennis Association – Technical Advice and Guidance

In October 2009 members of the Club Committee met with the Lawn Tennis Association's Facilities Officer (Ian Rudkin), together with the Surrey LTA development officers (Claire Hamilton and Richard Sheppard). The meeting explored a free service offered by the LTA which covered the cost of technical advice and guidance on the construction of new tennis courts and floodlighting. This assistance included a site visit, a visit report, a "scope of work" document, and help with tender review. It must be recalled here that the wording of the U.U. required that the tennis courts should be constructed to the LTA standards, specification and dimensions. These included foundation work beneath the courts, related to the specific ground conditions.

In January 2010 the LTA's consultant Lee West, was appointed to give advice on the technical requirements for the construction of the new courts. He visited the site and prepared a site visit report.

An "employer's requirements" document was produced by Lee West in July, which set out the technical specifications for the construction of the new courts. The Club made comments on the document, and a revised version was produced by Lee West in September, which was then sent to Bellways, the new site owners.

10. The New site Owners – Bellway Homes Ltd.

In January 2010 a "for sale" sign went up on the site. Enquiries were made of Doram's advisers and they gave reassurance that the site was not in fact for sale, but that the Doram company, or some of its shares were for sale. This later turned out to be untrue.

In the January 2010 issue of the Residents Association newsletter ("the Guide") it was said that the LESSA site was on sale for £4.5 million. Again Doram were pressed by the Club to confirm or deny that a sale was planned. No response was forthcoming between January and May.

By July 2010 Bellways were on the scene, as the new owners of the LESSA site, and a meeting involving 2 Club Committee members took place with Bellways (represented by Geoff France). On behalf of Bellways, Geoff indicated that "they would not be ungenerous" in terms of the development of the tennis facilities.

On 13th August a further meeting took place involving 2 members of the Club Committee and Geoff France. It was hoped that this meeting would clarify exactly which items would be provided by Bellways. Overall this information was not provided but it was made clear that Bellways could make no commitment to paying for the provision of floodlighting. This was bitterly disappointing to the Club, given the clear verbal commitment that had been given by the previous site owners, Doram, to provision of floodlighting. The Club felt betrayed, but it was unclear whether it was Doram who had reneged or whether it was Bellways. The Club was not in a position to know whether Doram had transferred their strong commitment to provide floodlighting to Bellways, or if it had been quietly forgotten when the sale of the site took place.

The Club Committee had expressed a desire that showers should be included in the new clubhouse building, and that suggestion was put to Bellways. Accordingly Passmores, who had produced the design for the clubhouse building were asked to amend the internal layout of the building so as to delete the externally accessible store room, and to replace it with 2 shower cubicles. This they did, and the revised plan was given to Geoff France at the August meeting. He had no problem with the change, subject to there being no problems raised by Merton planning officers.

The Club Committee felt that storage requirements could be catered for by the construction of a separate shed. This would maximise the useable space inside the clubhouse itself.

On 15th April 2011 a further meeting was held with Geoff France, in this he stated that not only would Bellways not pay for any floodlighting, but also he alleged that that this had been their position since the start of their involvement. This latter statement was rejected by the Club representatives, and the meeting ended with an atmosphere of distrust. Clarity as to exactly which items Bellways would be paying for continued to elude us.

A worthwhile concession was made by Bellways when, in August they agreed to install ducting underneath the courts which would be able to take electric cables which might serve future floodlighting columns. This would avoid any later need to dig up the newly-laid tennis court surfaces, when it came to installing the floodlighting.

Difficulties in ascertaining exactly what Bellways would be paying for, and what they would not be paying for, continued. The Club sought to involve Merton Council's "Section 106 Officer", Tim Catley. Tim agreed to convene a meeting, and he acted as a go-between relative to the Club and Bellways. The Club's requests for information were channelled to Bellways via Tim. The sort of information that the Club wished to find out was:- what is a fair and reasonable proportion of the cost of maintaining the access road and the footpath, that the Club would have to bear?, what would the cost to the Club of maintaining pipes and services on the site?, when would the offer of a lease be made to the Club?, where would the boundaries of the new tennis premises be?, when would a right of access plan be made available?, what was meant by the term "other easements and rights"?, what would be the voting rights of the various parties in the management of the LESSA estate?

The meeting did establish the following:-

1. that the date that the development had started on site was 15/10/2010, this set the dates by which events should happen, as laid down in the U.U., and in particular that the date when

the Club would need to confirm its acceptance of the lease that was to be offered would be 15/5/2012.

2. that Bellways confirmed that the tennis facilities would meet the standards set in the Lee West specification,

3. that Bellways confirmed that the construction of the courts and fencing would be carried out by a Sports and Play Construction Association (SAPCA)-registered contractor,

4. that the minor internal adjustments to the clubhouse building would be treated by Merton as a “minor amendment”, and that they should not be problematic,

5. that Bellways had not sent us a costed “shopping list”, but that they would do so within 14 days,

6. that Bellways would work out the levy that the Club would be expected to pay in a management charge, based on 2 alternative options (that the club would not ask for any car parking provision, and that the Club would ask for 5 car parking spaces), Bellways promised to let the Club have this information within 14 days,

7. that the photovoltaic panels which would provide the renewable energy for the Club would be capable of withstanding branches falling on them, and tennis balls falling on them .

The assurances given in 2, 3 and 4 above gave the Club important reassurance that the new courts would be properly and professionally built.

In response to a question from Bellways, the Club indicated where all access gates should be provided.

By January 2012, the Club was in better a position to know which items would be provided and paid for by Bellways, and which would need to be funded separately. However in the end at a detailed level, this only became clear when Bellways had finished work on the tennis premises, and the Club took ownership. On seeing the completed clubhouse building there were several items that the Club had anticipated that Bellways would have provided (such as a finished floor, an external power point, and later a 3-phase electrical supply), but there were also one or two things that Bellways had provided, which the Club had not been expecting that they would (such as a kitchen cooker and fridge).

The Club Committee prepared a list of items that it considered would be “desirable” and items which were considered to be “essential”.

A draft lease was now been presented to the Club, and the Club Committee saw nothing in the lease which precluded acceptance of it by the Club, subject to advice from a solicitor. There was however continued concern at the possible levels of the management charges.

In response to questions from Bellways, the Club decided that it would wish to secure 5 dedicated car parking spaces for its own use, and were advised that the management charges would be increased in proportion to the car parking provision that it sought. In the end however Bellways changed the basis of the car parking provision offer, making 20 car parking spaces available to all

sports uses on the site, with no distinction between the tennis and the other sports uses, and with no linkage between car parking numbers and the management charges levied.

By February 2012 the Club had been advised that the overall management charge would be £500 per year, however it was rightly assumed that this figure would rise over time, and that the Club would have only a very tenuous control over the rate of increase. The Club would be entitled to see evidence of expenditure by the managing agents, but the Club would have to make its due contribution to whatever they spent.

The Club was told that the management fee would include a contribution to a sinking fund, which would cover major and infrequent items of expenditure. Bellways also confirmed that the Club would not be responsible for the maintenance of the strip of land along the north and west edges of the tennis courts, an assurance that was repeated in June 2012. This assurance was later reversed by Bellways.

As a result of the knock on effects of the delay in achieving planning permission for the floodlighting it was now almost impossible for the Club to be able to commit itself to the move by the time of the deadline set for such a commitment in the U.U. (May 2012). Therefore on the advice of the London Borough of Merton, in March 2012, Bellways were asked if they would extend the period of offer. By June no answer had been received from Bellways on this.

The Club understood that as at March 2012 all the market housing had been sold, but the construction of the tennis facilities had still not been completed. In this Bellways were in breach of the terms of the U.U. Courts 4 and 5 were still being surfaced in June.

In June Bellways confirmed that the electrical supply to the premises would be 3-phase, sufficient to power all requirements, including 5 floodlit courts, though in the event, at least initially, this proved not to be the case.

In August 2012 it was confirmed that Bellways and Merton Council were working on a “side agreement” which would allow an extension of the time during which the Club would be able to accept Bellways offer of the lease for the new premises.

11. The Applications for Funding to Sport England, the LTA and the Marathon Charitable Trust

Back in July 2010 the Club Committee members were each asked individually to state a maximum cost that they felt was appropriate for the Club to spend, in the achievement of a move to the new tennis facilities. The range of figures provided by Committee members was wide, some as low as £10,000, some up to £28,000. The average figure was a few pounds short of £20,000. This gave the Club a basis for determining how much of its own money the Club was willing to put into the relocation project.

At two meetings in July, the Club Committee discussed whether the facilities that the Club wanted should include a hitting wall, showers, floodlighting of courts, and artificial grass court surfaces. Committee members were asked for opinions as to whether these facilities were “desirable”, “essential”, or “superfluous”. The hitting wall idea was later dropped in favour of getting a ball machine.

It was clear that the new site owners, Bellways, would provide some, but by no means all items that the Club would like to see. The Club would press Bellways on many occasions to make clear exactly what they would be providing, and exactly what the Club would need to fund. This information was going to be necessary if the Club were to put together a bid for supplementary funding.

Even in the absence of this information, a financial shortfall seemed likely to be apparent, between the facilities that would be provided by Bellways, together with the funding that the Club was itself willing to put in, on the one hand, and the cost of all the facilities that the Club would like to see, on the other. The Club would therefore need to go looking for funding from elsewhere.

Throughout 2010, officers of the Club had researched potential sources of funding to fill the financial “hole”, but this was proving to be a frustrating business, given the specific criteria that each funding agency applied, and the time windows that they worked to.

A meeting took place with the Lawn Tennis Association in which advice was given as to making application for funding from them. Applications for funding would only be considered by them if Clubs had secured “Clubmark” accreditation, which the Club had achieved following an inspection of the Club by the LTA in October 2010.

The LTA wished to see financial planning, in the form of a business plan, which demonstrated the Club’s viability, and ability to maintain its tennis facilities. At this time a business plan was only an optional element in Clubmark. A business plan was therefore prepared and approved by the Club Committee in November 2010, and a second updated business plan was approved by the Club Committee in July 2011. The LTA also wished to see benefits to the sport of tennis arising out of the Club’s proposal (tennis payback), which would require the Club to hit certain payback targets.

In January 2012 the Club Committee agreed that additional funding should be sought from both the LTA and from Sport England, such that if either one came up with sufficient funding, then the Club would, from a financial point of view, be able to proceed. It was agreed that the Business Plan should be further adjusted to take account of the increasing costs of relocating.

By February 2012 a bid was being put together for grant funding from Sport England. There was a deadline for submission of the bid of 31st March, which was set by Sport England.

The Sport England bid involved giving commitments to increasing the level of tennis activity at the Club, and this would be measured by the number of player/visits that would be made each year. One player visiting and playing twice would count 2, two players visiting once each would also count 2. This target was referred to as “throughput”. The throughput targets that the Club set itself in the bid were as follows:-

	Baseline figure	Year 1	Year 2	Year 3	Year 4	Year 5
Projected throughput	6300	6620	6950	8000	8400	8820
% increase from baseline		5%	10.3%	27%	33%	40%

In this bid, a “project cost” of £45,340 was agreed, to cover the cost of floodlighting 2 courts, installing a finished floor in the clubhouse, providing seating and stacking chairs for the clubhouse, providing noticeboards and a screen for the clubhouse, providing 2 shelving and lockable cupboard units for the clubhouse, supplementing the surrounding court fencing (using “weldmesh”), installing a “keypad” entry control system, paving an area adjacent to the clubhouse, installing a separate shed for storage, providing a metal shelving system for the storage shed, and the purchase of a leaf blower.

There was no guidance available in terms of the level of award that would be most likely to be accepted by Sport England, nor was there any guidance about the best ratio of match funding to offer in relation to the money being sought. The Club therefore had to use its own judgement on this, balancing the need to maximise the chances of securing an award with the need to maximise the Sport England contribution towards the overall costs.

On this basis the Club decided to offer match funding of £15,340, (its own money), and to ask for a grant of £30,000 from Sport England, so that for every one pound the Club put in it hoped to obtain £2 from Sport England. On this basis the Sport England bid was submitted in March 2012.

Work on a similar submission to the Lawn Tennis Association for a part grant/part loan was started in April, and was still continuing in June. The same project cost spending was proposed. The potential funding from the LTA would take the form of funding for 75% of the project cost, half of which would be in the form of a grant, and half in the form of an interest-free loan, repaid over a 10 year period. This application was submitted in June 2012. No acknowledgement of receipt of the application was ever received and no decision on the application was ever sent to the Club, however given the subsequent decision on the Sport England bid, this became academic.

Consideration was given to making a 3rd bid, to the Marathon Charitable Trust, but this bid could not be submitted before May 2012, and the decision would not be forthcoming before December 2012. In any event in June it was discovered that the Club would not be eligible to bid to this Trust.

12. Terminating the Lease on the Old Premises

Back in early 2008 the Club had had a meeting with the Holdings Company (the freeholder of the site at 129 Grand Drive), and with the local Resident’s Association, notifying them of the Doram approach, and pointing out the possibility that the Club might at some stage decide to vacate the old site.

According to the terms of the lease on the old premises, notice to terminate that lease on 129 Grand Drive, would need to be given by the Club in March 2012, if the break clause in March 2013 was to be enforced.

By January 2012, there remained many uncertainties about whether the Club would relocate or not, so the Club approached the Holdings Company asking for some flexibility in the notice period for terminating the lease in March 2013. It was explained that for reasons beyond the Club’s control it was not going to be possible to achieve certainty as to whether the move would happen or not, by March 2012. The Holdings Company replied in February, indicating that they would not require the full 12 months notice on the termination of the lease.

Notice that the Club would be leaving the old site was finally given in December 2012, when the lease for the new site was signed, and confirmation was later received from the freeholders saying that the notice had been accepted.

13. The Club Annual General Meeting (AGM) in March 2012

The Club Committee had agreed that the final decision as to whether to go ahead with the move or not, should be made by the membership of the Club, either an AGM, or a Special General Meeting, convened specifically for the purpose.

Previous AGM's had given some backing to the proposed relocation. In 2008 the AGM gave strong support to the principle of the move, and to continued negotiations with the developers. In 2009 the AGM reaffirmed its support for the proposal, subject to securing satisfactory terms with the developer.

In March 2012, the AGM was presented with the following proposal, which had been prepared well in advance of the meeting, (and prior to the grant of planning permission for the proposed floodlighting):

“This meeting approves the proposed relocation of the Tennis Club to the LESSA `site, with 2 courts floodlit, and with 5 car parking spaces, subject to the Club concluding arrangements which are satisfactory to the Tennis Club Committee, on each of the following issues:

- securing a satisfactory planning permission for floodlighting the courts
- securing legal advice which confirms the acceptability of the terms of the lease under which the site would be held
- securing an acceptable financial package for the project as a whole, including a grant or a loan, or a loan combined with a grant, from either Sport England or the LTA
- securing satisfactory arrangements in respect of terminating our current lease on our present site
- securing a satisfactory arrangement for giving notice of the Club's intention to exercise the options available in the Unilateral Undertaking.”

At the AGM, the meeting was reminded about the decisions made at the AGMs in 2008 and 2009. The facilities that would be available on the new site were described, and the broad terms of the lease that Bellways were offering the Club were outlined. The Club's liabilities towards the overall management of the LESSA estate were then explained.

The proposed funding package was then outlined, including the costs of providing the necessary additional infrastructure, where it was hoped the money would come from, including the money that the Club itself would be putting it and the efforts made by the club to seek funding from outside sources.

The Committees views on the implications (including financial implications) for the Club if we moved, and if we stayed, were then outlined.

The meeting was then taken through the wording of the proposal before it. It was explained that there were still some unknown factors, which would need to be resolved to the Committee's

satisfaction if the move was to take place. It was explained that the Club had (since the wording of the proposal had been prepared), now succeeded in securing planning permission for the proposed floodlighting, so this removed one of the uncertainties listed in the proposal before the meeting. It was also explained that the freeholders of the old site had indicated that they would accept termination of the lease for 129 Grand Drive without requiring 12 months notice, so that uncertainty had also been removed.

In order to go ahead with the move therefore the Club Committee will therefore be looking to get a green light on each of the following issues:

- Legal advice on the lease - the committee would seek the views of a solicitor on the lease offered, and would proceed only if the lease was seen to be satisfactory.
- Unilateral undertaking - the committee would ensure that the unilateral undertaking was modified so as to allow for an extension of the period during which the lease may be offered to the club.
- Funding package – the committee will expect one of the various funding bids to be successful.

On the basis of these three issues being resolved to the satisfaction of the Club Committee, the meeting was then asked to approve the move to the new site.

There was opportunity for questions and comments from the floor of the meeting, and many such comments and questions were made. This was followed by a vote in which the proposal was approved by a majority of 21 votes in favour, 12 against, and one abstention.

This decision was a major step forward for the move, as it had been felt that there was a very real possibility that the membership of the Club might not accept the proposal.

14. The Sport England Award

On 29th June 2012 Sport England wrote to the Club confirming that it had been successful in its bid, and that £30,000 would be available towards an overall project cost of £45,340, under their “Places People Play” legacy programme. There were clear conditions attached to this award, including meeting promises of throughput of players at the new tennis courts over the next 5 years, and confirming progress through the submission of 6 monthly reports, the first to be submitted in October 2013.

In the award letter, the spending of the Sport England money was all strictly allocated to specific items, though in reality the Club were later able to agree some adjustments to what the money was spent on in one or two areas. The Club wrote to formally accept the award in July. The offer could however only be accepted conditionally as the uncertainties concerning the offer of the lease on the new site still remained at this time. However Sport England was accommodating in this regard and no problems were experienced.

Sport England had delivered their decision in accordance with the timescale that they had promised at the outset, and overall this aspect of the relocation project proved to be one of the smoothest and most straightforward of all the many different elements that achieved the move.

The Sport England funding was always the best option available to the Club, as it came in the form of a straight grant, rather than a part grant/part loan. Furthermore the “payback” conditions required by Sport England were felt to be less onerous than those which would have been imposed by the LTA with their award scheme.

One of the first conditions imposed by the award was to provide a news briefing of the award for the local newspaper, and to notify the local Member of Parliament. Publicity banners were hung on the old site, and after the Club took responsibility for the new site, an additional temporary banner was hung there too.

Once the new premises were open and in use “lottery funded” signs were permanently installed both inside and outside the clubhouse. The Club was proud to show that funding had been secured from Sport England in this way, as it provided recognition to the outside world that the Club was being taken seriously by an organisation such as Sport England.

15. The Lease of the New Premises

Following the success of the bid for Sport England money in June 2012, it was agreed that the Club could now go on to get legal advice from our solicitor, on the lease which had been offered to the Club by Bellways. A budget for legal advice was agreed by the Committee, and the Club used the services of David Guy of WH Matthews, in Sutton.

Generally, in order to keep down costs, the Club sought the views of the solicitor on the draft lease, but carried out the negotiations with Bellways and their solicitors themselves, using David Guy’s advice as a basis for negotiating. David Guy’s advice turned out to be clear, straightforward and most helpful to the Club. There were no prevarications, or hedging in the answers that he gave to the Club.

A meeting was held with him in August, involving 2 of the Club Committee. Having previously sent David Guy a copy of the draft lease, they met him armed with a series of questions and potential issues about it. In general terms David Guy was happy with the lease, but it was agreed that improvements were always possible. Quite a large number of suggested improvements were assembled, some important, others less so.

On the same day as the meeting with the solicitor, immediately following it, a second meeting involving the same 2 Club Committee members was held with Bellways, in which the suggested amendments to the lease were put to them. They were on the whole surprisingly well-received, and a new version of the lease was promised by Bellways.

During the course of August, September and October 2012 negotiations went backwards and forwards, and important concessions were secured by the Club in respect of the terms of the lease. The most important of these were:

- To allow renewal of the lease when it expires
- To cap the management charges at a maximum of £500 per year, albeit with allowance for inflation in accordance with the Retail Price Index (RPI), based on RPI at August 2012.

With an acceptable lease now on the table, on 22 October the Club Committee instructed the four Trustees of the Club to sign the lease for the new premises, subject to there being no significant issues arising out of one final meeting with our solicitor. That further meeting did not throw up any problems, so the lease was finally signed by the four Trustees of the Club, and by Bellway Homes Ltd. on 12 December 2012, with the Club taking over responsibility for the site from that date, and the Club's insurance cover was immediately put in place.

In April 2013 the lease was registered by the Land Registry, and a top copy was held on the Club's behalf by our solicitors, with a photocopy being sent to the Club.

16. Final Work at the New Premises

Once a decision had been made to sign the lease for the new premises (in October 2012), it was decided to set up a sub-committee to take decisions and manage the move to the new site, including overseeing any associated spending. Minutes of the meetings of the sub-committee were sent to the full Club Committee, to keep them informed of decisions and progress.

The terms of the Sport England grant award required that spending should begin within 6 months of the date of the award (a deadline of December 2012), so in order to comply, metal shelving units were purchased, for use in the proposed storage shed.

In every case where funding was to be provided by Sport England, three quotations had to be obtained and copies forwarded to Sport England, with the Club's reasoned recommendation as to which quote was to be accepted. Having sent in this tender report, the Club could proceed with the purchase or with placing the contract.

On completion of the work, a claim would then need to be submitted, but the Club were asked to hold back claims until a batch of them was ready for processing all at once. The first batch of claims was submitted by the Club in April, and after a few queries, it was paid by Sport England at the beginning of May. The second and final batch of claims was submitted to Sport England at the beginning of May, and was paid by them in early June.

As the original idea for having a storage space within the shell of the clubhouse building had been scrapped, a new, separate shed would be needed. This meant that a further planning application was required. After some debate as to how large this shed should be, it was decided to get a large one, measuring 5 metres by 2.5 metres. This decision proved to be correct, given how much stuff came to be stored there.

A planning application for the a new prefabricated timber shed with a felted roof, was submitted to the Council in November 2012. The cost of the application was £170. This involved completing a 10 page application form, as well as preparing a design and access statement. Permission was granted without any problems being experienced, on 4 January 2013, a speedy decision which was a major contrast to the Club's experience with the floodlighting application.

The shed was ordered on 2nd April, and then erected on site on 19 April, with the metal shelving units being put up inside it shortly afterwards.

The largest single item of work was the installation of floodlighting on courts 4 and 5. When the premises were visited by the floodlighting engineer Ian Cowap on 18 December, prior to the installation of the new floodlighting, he immediately pointed out that only single-phase power supply had been provided, rather than the 3-phase supply that had been promised. The single phase supply would provide 100 amps, while each floodlit court would use 40 amps, leaving only 20 amps for use in the clubhouse. The single-phase supply would not have been enough for illuminating 5 courts. This revelation triggered the Club's prolonged pressure on Bellways to improve the electrical supply.

The floodlighting contract was awarded to Floodlighting Ltd in January, and work started on 5 February. This included control cabinets on the outside of the clubhouse, and a warning light to come on when the lights were about to switch off. The lights were designed to have an automatic switch off at 21-30 hours, in order to comply with the evening curfew which had been imposed by the conditions of the planning permission.

Work on the floodlighting proceeded very quickly, smoothly, and without any problems. The work was completed by 25 February. On completion Floodlighting Ltd. carried out tests to establish lighting levels on the ground at various points around the edges of the site. On the next day after the tests, a few small adjustments were made with added baffles, to bring the lighting levels down to those specified in the planning application.

The contract for the weldmesh fencing and the keypad entry system was awarded to a single contractor in January, and work was completed without problems by March.

It was decided to use wood-effect laminate flooring in the clubhouse, because of its water resistance, except in the shower cubicles, where ceramic, non-slip tiles would be used. The flooring contract was awarded in February and it was complete by 25 February, subject to a few snagging details which were sorted out soon after.

At the beginning of March the contract was awarded for laying paving adjacent to the clubhouse, and this work was completed by the beginning of May.

In March orders were lodged for clubhouse furnishing items, comprising a screen/noticeboard, eight reception chairs, twelve stacking chairs, two coffee tables, two shelving/lockable cupboard units and two additional noticeboards.

Because of the presence of trees close to some of the courts, it was decided to get a battery powered leaf blower, which would provide a much easier way of keeping the courts free of leaves and pine needs compared to using a brush. After discussion with Sport England, it was agreed that their award could cover this item. A blower was then purchased in February. It arrived in damaged condition, and had to be returned, and a new one was sent.

An inexpensive electrical pipe warming system was installed as a matter of urgency in a very cold January. It wrapped around the exposed water pipes in the kitchen, in order to prevent the pipes from freezing.

Many items needed to be provided at the new Club premises. The majority of the cost for these was provided by Sport England. The majority of this expenditure took place before the Club transferred

into the new premises, but many mainly minor items were dealt with after the move. The full list of expenditure items is given below:

Item	Sport England Funding	Cost (rounded)
Floodlighting for 2 courts	Yes	£23,040
Planning application for floodlighting	No.	£170
Clubhouse floor finishing, including a well for doormat	Yes	£3,087
2 combined shelving and cupboards units	Yes	£410
A screen which doubled as a notice board	Yes	£464
2 further notice boards	Yes	£62
Coffee table seating, coffee tables, and 12 stacking chairs	Yes	£1,418
Supply and erection of timber storage shed	Yes	£2,012
Planning application for storage shed	No	£170
Metal shelving for storage shed	Yes	£140
Leaf blower	Yes	£180
Weldmesh fencing around part of courts	Yes	£3,960
Raise height of weldmesh fencing to east of clubhouse	No	£1176
Keypad and self-closing arm for entrance gate	Yes	£704
Paving adjacent to clubhouse	Yes	£3,145
Wheeled strimmer	No	£349
Supplementary electrical heating and lighting in clubhouse	No	£800
Repairs to the flooring following electrical work	No	£298
Paving for cycle parking area	No	£574
Three new fire extinguishers, fire notices and a fire blanket	No	£101
Electrical water-pipe heating system (to prevent water freezing)	No	£50
Magazine/leaflet rack	No	£120
Registering the postal address	No	£180
Legal fees	No	£410
Land Registry fee, and solicitors charge, for registering the lease	No	£100
Suggestions box	No	£29
Shelves for shower cubicles	No	£22
Electrical timer plug work, and light fitting repair	No	£65
On-court seating (4 benches)	No	£460
Applying 2 coats of "sadolin" wood preservative to clubhouse	No	£560
"Sadolin" wood preservative for storage shed	No	£70
Picnic table/seating unit	No	£170
Letter box	No	£22
TOTAL		£44,518

In addition there were many minor purchases such as a 1st aid cabinet, a door bell, a movement sensor operated light, a "visitor fee" letter box, various signs and notices, a door mat, various plastic storage boxes for crockery and files etc., coffee mugs, plastic beakers, electric kettle, a rubbish bin, combination locks for some of the access gates and for the shed, 2 paper towel bins for the toilets, key cutting, 2 toilet brushes, 2 toilet roll holders, 2 paper towel dispensers for the toilets, hooks, door locks and shelves for the shower cubicles, mirrors, on-court hooks, hooks to hold open the

doors of the clubhouse, and a towel rail for the kitchen. These probably added on a further £200 to the overall total.

Sport England contributed a total of £30,000 to these costs, leaving the net cost of the move to the Club at just over £14,500. This compares to the £20,000 that the Club Committee in July 2010, had expressed a willingness to spend on the relocation.

A handyman was employed for a couple of days to carry out small jobs inside the clubhouse, including boxing in the floodlighting metering.

Volunteer labour was used to paint “sadorlin” wood preservative on the storage shed.

A cycle stand rack was provided at no cost by Transport for London, 2 lockable metal filing cabinets for the storage shed were also provided at no cost to the Club. A second hand tall fridge was also donated to the Club.

Keys to the clubhouse were cut, and distributed to Committee members, and to Club members who paid a £20 key deposit. A register of all keys for the premises as a whole was compiled, with a record of who held which keys, and the basis upon which they were entitled to hold them.

Bellways had originally promised to provide an external power point on the clubhouse, mainly to permit the use of the ball machine. On inspecting the premises it was found that they had not provided this. In November the Club asked them to do so, and on 20 December a Bellways contractor installed it.

At the old premises the Club had employed a gardener to do grounds maintenance work. The gardener decided that he would give up the gardening work, and would therefore not wish to transfer to the new site. The main grounds maintenance on the new site was a long strip of rough ground, where strimming several times a year would suffice. It was therefore decided that the cheapest solution would be for the Club to purchase a petrol-driven wheeled strimmer, and that was done in October. This allowed the maintenance of the grounds to be done by volunteers.

17. Utilities

There were major problems and delays experienced in registering the photovoltaic panels for “feed-in tariff” (FIT) payments with the electric supply company, Scottish Power. In retrospect it became clear that these problems were associated with the property not having been given a registered postal address, a job which Bellways should have carried out, but didn’t.

Registering that address through Merton Council took a long time, mainly over a dispute over the payment of the registration fee. The cost was £180, which the Club felt should have been paid by Bellways, but the Club had no choice but to concede the point, and having done so, the registration proceeded quickly.

Once the postal address was registered, the photovoltaic panels were also quickly registered. The first FIT payment (£205) was received in August 2013, but it is, at this stage, too soon to estimate the overall income that could be generated, because for an unknown period, the panels were not working owing to a faulty connection. The fault which was quickly put right as soon as the problem was discovered.

In February 2013 it was confirmed that Scottish Power had set up an account for the supply of electricity to the premises. There was more difficulty with the supply of water and sewage services, as both Thames Water and Sutton and East Surrey Water declared that the premises lay outside the area that they each served. Thames Water had promised to provide a reply on this on this by three separate deadlines, on each occasion failing to fulfil their promises.

Finally Thames Water admitted their mistake, acknowledging that the Club came within their area, and they then set up an account for the Club. The problems with the water supply had their own sense of irony, as water and sewage services were all the time being supplied to the premises, but neither company admitted to supplying them, and all the Club wished to do was to pay for those services.

It was decided not to continue with the Club's long-standing contract with Chubb Fire Services, for the provision and servicing of fire extinguishers, so notice was given to them to terminate that contract, and the Club purchased 2 new fire extinguishers, which will need to be serviced every 12 months. Fire escape notices and fire extinguisher notices were also bought and put up. A fire risk assessment of the new clubhouse was required, and Chubb proposed that they could prepare one at a cost of £549. Instead the Club prepared its own assessment, based on one prepared for another tennis club, it cost nothing, and was approved by the Club Committee on 8th April.

Between January 2013 and October prolonged and repeated pressure was put on Bellways to increase the power supply from single phase to 3-phase. On 5 February a meeting took place involving Bellways, the Club and the electricity contractors. However it was only in October that the 3-phase supply was finally provided, and paid for by Bellways. For two weeks the Club was without power, and the work itself proved to be a difficult job to carry out, partly on account of there being several contractors involved, and there being uncertainties as to which contractor was responsible for each part of the work. This work also unfortunately caused some damage to the newly laid clubhouse floor and meter cupboard, which had to be put right, at a cost to the Club of £290.

After some months some minor cracks appears on several of the courts, and the court contractors (ETC Sports Surfaces Ltd.) were contacted. They inspected the courts and in December 2013 carried out repairs. The position will be monitored to see if there is a recurrence.

18. Ongoing Financial Implications of the Move

It had always been the view of the Club that the move should not threaten its long-term financial viability. The Club was in a very healthy financial condition at the time that the move was being considered, having steadily accumulated substantial financial reserves over many years. These reserves were required as "sinking funds", which could be called upon when major expenditure was required.

Major expenditure would be necessary for court renewal. Opinions varied as to how frequently the courts should be renewed, but the view of the Lawn Tennis Association was that it should be undertaken every 7 years, though in practice the Club usually found that the courts would last for over 10 years. The last court renewal on the old site took place in around 2004, so the Club would have had to expect a further renewal would be needed on those courts either imminently or at some time between 2014 and 2016.

Major expenditure was also expected from time to time to maintain the aging clubhouse building, which was a prefabricated timber building dating back to around the 1960s, and which was showing worrying signs of deterioration. It was felt that as time progressed, the costs of maintaining the clubhouse would escalate, and at some point in the future the difficult decision would have to be taken about its complete replacement. Replacing this clubhouse would have been especially difficult on account of its remoteness from any point accessible to a delivery lorry.

The relocation to the new site would provide the Club with new facilities throughout, as compared with facilities which would need major expenditure in the relatively near future, if the Club stayed on the old site. The new site would therefore not require major maintenance and renewal for many years, while staying at the old site would need major expenditure soon. The option to move would therefore allow the Club to further build up its financial reserves, which would not be the case if the Club stayed.

The ongoing costs associated with the new site had to be carefully examined, and compared to the costs of staying on the old site, to ensure that relocation was a viable option for the Club. The table below uses figures provided by the LTA for the court maintenance (sinking fund) costs.

Estimated Annual Ongoing Comparative Costs for running the Club on the old site and on the new site, (based on 2013 figures)		
Items	On the new site	On the old site
Affiliation fee to the LTA	£500	£300
Insurance	£1040	£1040
Grounds maintenance	£0	£770
Ground rent	£0	£20
Management charges	£500	£0
Annual Sinking Fund contribution -court renewal (based on LTA figs)	£3,500	£2,100
Sinking Fund contribution for moss killing and weed killing on courts	£562	£337
Annual Sinking Fund contribution for power washing of courts	£1,312	£787
Annual Sinking Fund contribution for re-colouring of courts	£1,500	£900
Annual Sinking Fund contribution for minor court repairs	£250	£150
Annual Sinking Fund contribution for clubhouse maintenance	£150	£1,000
Estimated energy costs	£450	£935
Estimated income from Feed in Tariff	-£325	£0
Fire extinguishers checks	£50	£100
TOTAL	£9,489	£8,439

The extra costs of running the Club on the new site are therefore estimated to be only £1,050 per year, this equates to only about eight nine senior membership subscriptions.

The Club Committee always felt that moving to a new site would present opportunities for attracting greater numbers of new members, and a target of only eight members seems to be a very modest one.

19. The Move

The first use of the new club premises by the membership of the Club was to accommodate the Club's AGM which was held on 24th March 2013. It was a very cold day, and the heating (since supplemented with additional heaters) struggled to cope. However the AGM was well attended, and there was a special celebratory atmosphere to the meeting, on account of the new venue.

The tennis operations were transferred to the new site on Saturday 13th April 2013, with the first games being played there by the Saturday Club junior players on that morning. The move was an opportunity to sort out a large accumulation of items that were stored in the old clubhouse. Only what was strictly needed was transferred to the new premises. Other items were either donated to the local Residents Association, (where they were wanted), or disposed of. The transfer of items to the new premises was accomplished in a short time by a small group of volunteers on 13 April, with the assistance of a loaned van.

Very soon after the move took place an open day was staged at the new club, which was aimed at attracting new members. The day was widely publicised, and special deals were offered, with courses of coaching and special favourable rates for membership. The day was extraordinarily successful with approaching 140 people coming to the Club during the course of the afternoon. An amazing 60 new members signed up as members on that day. This represented approximately an 82% increase in membership at that time. It was generally agreed that a major factor in the success of the day was the new premises. Since then recruitment of new members has continued strongly, reaching 196 in December 2013.

The official opening day was held on 1st June, and the Club invited the Mayor of Merton, the local Member of Parliament (who played a match), and his wife, and representatives of Surrey Lawn Tennis Association. The Mayor of London, was invited, but he declined. Speeches were made, a ribbon was cut, and photographs were taken. The main event was a "Tennis Circus" with coaching provided by former Davis Cup player Danny Sapsford. Food and drink were laid on, including a special iced cake in the form of a tennis court. A wall plaque marking the occasion was unveiled by the Mayor. The local press turned up and provided coverage in the paper.

Having an open day was one of the conditions of acceptance of the Sport England funding award, but the day was well worth having in its own right, and it was enjoyed by all members who attended. A photographic record of the day was kept, and is on display in the clubhouse.

20. Conclusion

The relocation of the Club has left it well-placed to look to the future. It is in a sound financial condition, having gained premises worth in excess of a quarter of a million pounds, (not counting the value of the site that the Club occupies), at a cost to Club's resources of only £14,000.

The move was only made possible as a result of planning policies, (national policies as well as local policies) which allowed development of some land previously used for sports use, to be used for residential development.

It is very much open to question whether it is right to fund investment in sports activity through disposal of sporting assets (in this case relinquishing land which had hitherto been used for sports use).

The current planning policy would appear to create an incentive for the owner of a sports ground to deliberately allow land to become unused, and derelict, so that he can better argue that some of it should be developed for a more profitable use, which would generate higher land values, from which he can then benefit. The Club has however been a beneficiary of this situation, so it is not likely that it will criticise how the policy operates.

From the point of view of the success of the scheme in planning terms, if one allows the principle of the sale of sports land as an appropriate way of funding sporting investment, the project can still only be seen as only a partial success. The relocation of the tennis club has been the successful part, but the greater part of the sports land on the site (the playing fields), currently still remains unused. Although this part of the site is currently being managed and maintained, unless a long term user is identified, the scheme cannot be said to have wholly succeeded in its planning objective of bringing the land back into active sports use.

In recent weeks several potential sports users have expressed an interest in using this land, but it remains unclear whether this interest will translate into anything more concrete.

Up to the point where planning permission was granted to the residential/sports scheme, the Club was in a fairly strong negotiating position, vis-à-vis the site owners, but after the permission was granted, the Club's negotiating strength was inevitably drastically curtailed. From that point on, the site developers become focussed on delivering what they had to deliver, as required by planning conditions or by other legal undertakings, but they were not interested in achieving the best result for the sports user that they are working with. In particular it becomes very difficult for the sports user to communicate well with the developer.

The Club felt badly let down by the developer reneging on the repeated promise made to provide floodlighting for the proposed 5 courts. This promise was made by Doram, but at some point in the sale of the site to Bellways, it was set aside. Neither party, (Bellways or Doram) admits responsibility for this, and there is no way that the Club can ascertain who was responsible. Unfortunately there was no legal redress open to the Club, but it indicates how little weight should be placed on promises made, by commercial organisations, beyond those which are legally binding.

Bellways are like any other private company. Their ultimate motivation is to maximise profit. Any expenditure on sports facilities was always going to eat into that profit. The Club always recognised that reality. This meant that Bellways were always very guarded in communications with the Club about the facilities that they would provide and pay for. This made financial planning by the Club quite difficult, right up until the last stages of the project.

Having said that, and seen with the benefit of hindsight, the Club must acknowledge that Bellways did do a good job for the Club, and they did perhaps deliver more than they might have been expected to deliver. In particular Bellways staff did put in a lot of personal effort to ensure that the tennis facilities were delivered, and that includes the 3-phase electrical supply which was installed at the premises, and this was appreciated by the Club.

The application for planning permission for the floodlighting was a prolonged episode which proved particularly hard for the Club. Securing satisfactory drawings of light distribution for the planning application was very hard going. The time taken by the Council to determine the planning application was inexcusable. In particular the last minute requests that were made by the Council, for further information on the scheme, much of which was readily available in the application from the start, demonstrated that the application was poorly handled. Establishing exactly why the application was repeatedly deferred by the Council committee was also very difficult. Exactly what the additional information that was said to be needed, was very difficult to establish. Officers indicated that sufficient information had been provided, and then requested more. The application was a difficult one for the Council to determine, but this seemed to lead to an unwillingness to get to grips with the information that had been provided in the application.

By contrast the Club's dealings with Sport England were very straightforward. Sport England delivered decisions in accordance with the timescale that they promised, and communicating with their staff, and getting answers and advice was quite easy. They also demonstrated a flexibility towards the administration of the award, which was helpful to the Club.

Appreciation must also be expressed to the freeholders of the old site (the Holdings Company), which was helpful in allowing break clauses to be inserted in the Club's lease, when it was renewed in 2009, and also in their flexibility about giving notice to terminate the lease.

The feeling amongst the members of the Club, since the move, has been very positive, and there is now a good atmosphere there. People seem to appreciate the new facilities, the better quality of the environment, and the extra courts which are available. The Club is now able to deliver improved tennis programmes, and is determined to do so. There is also a commitment to increase participation in tennis, and again the Club is keen to do so.