

In an inquiry relating to:

**Wildlife and Countryside Act 1981
Section 53**

**City Council of Bristol Definitive Map and Statement
Modification Order No.7 2024**

Planning inspectorate reference:	ROW/3363939
Applicant:	Mr Alan William Preece
Order Making Authority:	Bristol City Council
Date of Inquiry:	6 October 2026

PROOF OF EVIDENCE

OF

HELEN POWELL

Dated 8 September 2026

I, **HELEN KATHARINE POWELL** of [REDACTED] **Reedley Road, Stoke Bishop, Bristol BS9 1BE**, write this proof of evidence in support of Professor Alan Preece's application that The City Council of Bristol Definitive Map and Statement Modification Order (No. 7) 2024 should be confirmed.

I am a member of the community group 'We Love Stoke Lodge' and in that capacity have researched the history of Stoke Lodge Playing Fields (SLPF) and am personally familiar with developments since mid-2018.

The role of my proof of evidence is not to set out my personal use of the Routes. While I have used the Blue Route since mid-2018 to walk from my home to and from friends on Cheyne Road and Bell Barn Road, the role of my evidence is to address wider factual matters about the history of SLPF and – in particular – to address some of the key factual misconceptions of the Objector and provide evidence in rebuttal. To assist the inquiry I also append a Google map image as Appendix 1 indicating, based on references in the Proofs of Evidence and Statutory Declarations in support of the Applicant, the locations from which witnesses set out on journeys that included use of one of the routes.

1. Matters relating to Cotham School's lease

1.1 The Objector's lease¹ to use SLPF was specifically amended from the Department for Education (DfE) template version by agreement between the parties². Clause 2.1 of the lease provides that the Objector's rights are 'subject to all existing rights and use of the Property, including use by the community'³.

1.2 The Objector's articles of association set out the Objects of the academy trust⁴, including:

'(b) to promote for the benefit of the inhabitants of Bristol and the surrounding area the provision of facilities for recreation or other leisure time occupation of individuals who have need of such facilities... or for the public at large in the interests of social welfare and with the object of improving the condition of life of the said inhabitants.'

Its other Object (advancement of education) is common to all academy schools; Object (b) is specific to Cotham School.

¹ Applicant's SoC, Appendix 13 [CD/5.11].

² See Appendix 2, an annotated copy of the lease showing changes from the Department for Education model version. The Objector benefits from a reduced maintenance duty and an indemnity from the Council in relation to trees and boundaries, recognising the shared use of the land.

³ See also [CD/13.1], an extract from the Report on Title dated 18 July 2011 (in particular, paragraph 1.8). In *Cotham School v BCC and Welham* [CD/7.6], the High Court found at paragraph 308 that clause 2.1 referred to 'rights that the local community might have already acquired, such as a public right of way'.

⁴ Objector's SoC, Appendix 40, A1047 at 1055 [CD/6.18].

- 1.3 The Objector's current Funding Agreement⁵ states at clause 1.14 that 'the Academy Trust must ensure that the Academy is at the heart of its community, promoting community cohesion and sharing facilities with other schools and the wider community'. At clause 5.3 it states that 'The Academy Trust must comply with the Lease' which includes clause 2.1 of the lease as quoted above.
- 1.4 This is relevant as – while I am not giving expert evidence – I understand that the Objector is arguing that enjoyment of the routes by the public is incompatible with the statutory objects of education and prohibited by its governing documents. It is relevant in this regard that its bespoke lease and Objects include both education and the provision/sharing of facilities for recreation by the 'public at large' and the 'wider community'.

2. Matters relating to school standards regulations

- 2.1 It is a matter of public record that rights of way exist across many school sites (both main sites and detached playing fields)⁶ without breaching school standards regulations. It is not a requirement that detached playing fields (or any school site) need to be fenced to prevent public access. See:
- (a) a letter to constituents from Darren Jones MP dated 18 June 2018 stating [CD/13.2]:
- 'the Department of Education says that security arrangements may vary to reflect the differing nature of sites and buildings. And Ofsted noted that, presumably, pupils will be chaperoned and supervised whilst using the Playing Fields.'
- (b) two letters from Ofsted to a local resident [CD/13.3] regarding fencing and public access at SLPF (undated, but the second was emailed on 19 June 2018) confirming: 'We do not have particular expectations about how a school should manage issues to do with site security, such as perimeter fences and access for members of the public.' Ofsted reconfirmed this position on 17 February 2026, Appendix 3.
- 2.2 The Department for Education has confirmed that risk assessments 'should take into account any third-party use of the facility' and that 'It is not a requirement that all playing fields or indeed any school site should be fenced'.⁷
- 2.3 From 1999 to 2019, the Objector hired pitches at the University of Bristol's Coombe Dingle Sports Complex (CDSC) which was then unfenced and has a public right of way passing through it. From September 2023 to January 2026 the Objector provided off-site PE by hiring an 11-a-side pitch at

⁵ Objector's SoC Appendices, Part 3 A813 at A824 [CD/6.10].

⁶ See e.g. paragraph 6.4 of the Applicant's Response: BCC SoC Appendix part 3, page 897 at 906-907 [CD/2.1].

⁷ Applicant's SoC, Appendix 12 [CD/5.10].

Golden Hill. I am not aware of any suggestion that the Objector was in breach of its safeguarding or outdoor space provision requirements as either a maintained or academy school during these periods.

- 2.4 From around 2004, successive Transfer of Control agreements (ToCA) between the Objector and the University⁸ in relation to SLPF recorded that 'the site is open, at present, to the public and dogs'. From 1 September 2000 to the end of 2013 the Objector also provided a minority of PE lessons at Stoke Lodge.
- 2.5 Safeguarding has never been identified as an issue in the school's Ofsted inspection reports, whether the school was using (a) CDSC (as described in paragraph 2.3) for PE provision or (b) a different venue such as Golden Hill, or (c) a combination of CDSC and SLPF, with SLPF open to the public as described by the Objector in its ToCA agreements (see paragraph 2.4).

3. Public rights of way and school sites

- 3.1 The Objector has not specified in what way it considers that use by the public of rights of way across the playing fields (as opposed to registration as a village green as considered by the High Court) would preclude its use of other parts of the Land, nor how the existence of the ways is inconsistent with its legal obligations.
- 3.2 In 2009 leading Counsel Nigel Giffin KC⁹ advised the Council on the potential liability for schools where open public access to playing fields was permitted. He advised that: 'the legal duty is not to eliminate the risk of injury but to take reasonable care in all circumstances in the same way as a reasonable careful parent would. Parents do allow their children to play games in open grassed spaces to which the public have access, and which is not inspected'.
- 3.3 The Objector's Health, Safety and Wellbeing Policy dated November 2025 [CD/13.4] mitigates risk by requiring at paragraph 79.2 that inspections should take place prior to activities: 'A visual inspection of playing fields will also be carried out before all organised games and contact sports and all debris and other unwelcome materials will be removed. This duty is delegated to the member of staff leading the activity. This also applies to away sporting fixtures as far as is reasonably practicable.' This would apply on the Objector's main site and at Stoke Lodge as well as other sports sites.
- 3.4 Public rights of way exist across the premises of multiple schools. At Appendix 4 I provide a document I have put together showing five examples: Ashton Park School in Bristol, the Cotswold Academy, the Collegiate School, QEH sports ground at Failand and Harrow School. This document includes map

⁸ See paragraphs 5.2-5.5 and Appendix 10 of the Applicant's Response: BCC SoC Appendix Part 3, page 897 and 974 [CD/2.1].

⁹ See the text and footnotes of the Cabinet Briefing Paper, BCC SoC Appendix Part 3, page 955 at 972-973 [CD/2.10].

extracts and aerial/other photographs showing the rights of way across the school premises and extracts of the schools' Ofsted/Independent Schools Inspectorate reports, none of which find any issue with safeguarding (see reports at [CD/13.5-13.9] and comments from these reports highlighted in Appendix 4).

- 3.5 One example is Ashton Park School in Bristol; see page 2 of Appendix 4. This is on the school's main site; the school has a 'secure line' around the school building but regularly uses the playing fields through which the right of way runs. These are also open to access to/from the Ashton Gate estate.¹⁰ The school was last inspected by Ofsted in November 2022 and its safeguarding was assessed as effective.
- 3.6 Page 5 of Appendix 4 is a map and aerial photograph showing a public right of way across the grounds of the Cotswold Academy. This is on the school's main site, so members of the public may be using the route while pupils are unsupervised at breaktime, and at some distance from the school building. This academy school was most recently inspected in March 2025 and its safeguarding was assessed as effective [CD/13.6]. Ms Butler was one of the Ofsted Inspectors who agreed this assessment and wrote the report.

4. Matters relating to individual routes

Route 1: the Blue route: F-G-B-A on Order Plan

- 4.1 At paragraph 33a the Objector claims that there was an unbroken stone wall at Point A until 1957. It does not state the basis for this claim, but if this assumes that the property line shown on the 1957 OS map [CD/13.10] is a physical wall, I note that similar lines surround each residential plot on the map, i.e. gaps for access are generally not shown¹¹. An aerial photograph dated 31 March 1955, annotated in Appendix 5 and in higher resolution at [CD/13.11] shows a physical gap in the stone wall, together with track marks into the field showing evidence of access at Point A. This access gap is also shown on the 1957 map, which marks the path inside the boundary wall as 'FP' - a footpath or track, similar to the unmade tracks leading off Hollybush Lane.
- 4.2 Subsequently the angled part of the boundary wall was removed almost completely to facilitate the current tarmac pedestrian pavement (see Appendix 6). A concrete stanchion and wire fence now separates the boundary of the Stoke Lodge estate from the pavement. A cross-brace supports the final post at each end of this fencing (i.e. it was constructed so as to maintain, not exclude, access at Point A) and the pavement has edging across the width of the gap and the remains of a step down which

¹⁰ See Page 2 Appendix 4.

¹¹ The Objector has provided closely cropped maps that fail to show the context; the 1957 map is at [CD/13.10] and maps.nls.uk/view/144777255.

looks to have been a diagonal concrete step when originally made; the final post is embedded in this concrete¹². The final post also has a metal strut to which the end of the chain link fence is attached. This arrangement is referred to as 'the stile' or 'the step' in multiple user forms¹³.

- 4.3 The Applicant's Response¹⁴ addresses use of the Cheyne Road entrance. A newspaper report dated 8 January 1990 (included as an annex to the Applicant's Response: [CD/2.1]) quotes a resident saying:

"This access to Stoke Lodge has been in use for at least 40 years... It is a favourite short-cut to Stoke Lodge, the shops and the playing fields."

- 4.4 A letter to a Cheyne Road resident dated 4 January 1990¹⁵ refers to a proposed stile. The Council clearly did not object to pedestrian use.
- 4.5 The Objector published fencing proposals in 2016 and 2018 accompanied by the draft fencing plan at [CD/13.14], which acknowledges existing informal access to the field at points A and G.

Route 2: the Red route: C-D-E-B-I-H on Order Plan

- 4.6 This route originally ran across the field on the carriage drive of Stoke Lodge House¹⁶, emerging to the side of the northern Lodge cottage. Aerial photographs¹⁷ show:
- (a) this driveway in 1946 (in private ownership)
 - (b) the same area in 1955: the Central School Kitchen was built (by 1951) to the north of the Lodge Cottages and the drive was grassed over. A track across the grass leads towards the east of 2 Lodge Cottages and user evidence confirms the route now exited to West Dene via the gap in the stone wall (Point H)¹⁸.
- 4.7 The claim at paragraph 33b that 'prior to 2014, the gate at Point C was locked daily' is unsubstantiated and is contradicted by overwhelming evidence of free and unobstructed use of the Red and Green routes from the 1940s onwards, for example on early morning school runs¹⁹ and for evening classes at

¹² These elements are also clearly shown in the Objector's own photographs at Appendix 83, A1182-1185 [CD/6.61].

¹³ See for example the Proof of Evidence of Peter Weeks, in which he comments that he referred to a stile in his UEF although in fact there is not a formal stile as such; see also the UEFs of Sarah Dibb, Keith Bonham, Philip Chapman, Tom Dove, Pam Elderton, Richard Elderton, David Faulkner, Jane Hayward, Paul Hayward, Jazmin Hunka, Ian Hughes, Maura Hughes, Carolyn Jenkins, Sharon Parsons, Sheila Polley, Katie Sloggett, Jeanine Swaine, Nicol Thomson and Jenny Weeks.

¹⁴ See paragraph 2.2 of the Applicant's Response: BCC SoC Appendices Part 3 page 897 at 902 and 942-944 [CD/2.1].

¹⁵ BCC SoC Appendices Part 1 page 223 [CD/1.1].

¹⁶ See, in particular, the Statutory Declaration of Malcolm Davies.

¹⁷ With comments in Appendix 7 and in greater resolution at [CD/13.12] and [CD/13.13].

¹⁸ The Objector's maps at Appendix 85 [CD/6.63] show the error of their interpretation – a line that they claim to represent a 'solid stone wall blocking access from West Dene' is still present on the 1970 and 1974 maps, even though they concede at paragraph 33b that the gap was created at the latest when the pavilion was built in 1966. The line marks a property boundary, not a stone wall.

¹⁹ See Statutory Declarations/Proofs of Evidence: Judith Stirk (1954-59), Sarah Dibb (1956-66); Judy Forster (1965-71), Gill Cleverdon (1965-72); Andrew Ackland (1966 onwards), Kathryn Vaughan (1968-73), Hilary Corfield (1974-78, also including weekends), Malcolm Davies (1981-91), Lorna Crook (1983-84) and Geraldine Sloggett (2008-14).

the House. Pedestrians were always able to access the site freely²⁰; the Landowner does not suggest that there was ever any obstruction of pedestrian access at this point in past decades. It does not appear from aerial photographs²¹ that there have always been gates at this point (the first showing gates is dated 14 April 2007)²² and as already shown the Objector's map-reading is incorrect. Further, none of the seven Google Streetview images available online from September 2007 to June 2018²³ shows the gates closed. Either there were no gates until more recent times (around 2007), or they were kept open and did not obstruct users. There is no evidence of locked gates at Point C during the relevant period.

5. Other routes/general

5.1 The points above apply as appropriate to the Green and Yellow routes.

5.2 In response to paragraph 33c:

1. the perimeter of the field is not maintained, so the grass is much longer and tracks are not mown out on a weekly basis;
2. markings associated with playing field use (by footballers wearing studded boots and cricketers wearing spikes) will naturally be very apparent, particularly where use with such footwear is concentrated repetitively in small areas;
3. track marks along the routes are visible in ground level photographs submitted by the Applicant in 2018 (when the field was not in use by the Objector and the grass was longer)²⁴. Multiple users refer to seeing worn tracks on the ground²⁵. I also observe that in the photos exhibited to Ms Cox's summary report that show a marked athletics track, use by the Objector's pupils does not show up as photographic evidence of worn tracks in the lanes.

6. Education legislation and the 2009 sign

6.1 From 1 September 1987, the only basis on which local authorities could control access to land used by a maintained school was to issue a formal direction²⁶; otherwise, control of the premises was a matter for each school's governing body. No direction seeking to control access to SLPF by local inhabitants was ever issued by either Avon County Council or the Council.

²⁰ A review of 119 user evidence forms for the Red and Green routes shows that 93% of users say there were no gates; 6% say that if there were any gates they were permanently open. Around 40% of forms also provide an additional comment such as "Access open at all times" or a variant of this.
²¹ See Appendix 8.

²² If there were gates at Point C during private ownership, it is not clear that they survived WW2. There are indications e.g. between the house and the walled garden that other metal gates were removed, perhaps as part of Bristol's 'scrap iron drive'.

²³ Including the two exhibited by the Objector at Cotham School SoC Appendices part 5, A1195-6 [CD/6.65].

²⁴ BCC SoC Appendices, Part 1 pages 215-217 (CD/1.1). See also the statutory declaration of Alan Preece.

²⁵ See Statutory Declarations/Proofs of Evidence: Geoff Causton, Hilary Corfield, Ian Creer, Alan Preece, Maura Hughes. See also UEFs including Jonathan Johnson 'The pathways were visible on the grass as the footfall of other users, and other members of the public could often be seen following them'; Alex Kealy, Hannah Kealy, Nigel Muntz, Philippa Nason, Anthea Davey, Colin O'Connor, Julie Wright.

²⁶ As summarised in the Cabinet Briefing Note, BCC SoC Appendices, Part 3 page 955 at 957-958 and 967-968 [CD/2.10].

- 6.2 Under Local Management of Schools, it was the responsibility of the relevant school using SLPF to erect signage if it wished to do so; neither Fairfield Grammar School nor the Objector took any such action (until July 2018)²⁷. There was no change in use of the routes 'on the ground'.
- 6.3 It was not the role or responsibility of the Council to erect, in mid-2009, a sign relating to use of the playing field area of Stoke Lodge. Nor did the Council consider it had done so, since it noted ten months later that 'the playing field is currently unfenced and allows unfettered community access'²⁸. This sign must therefore have been intended to relate to the grounds of Stoke Lodge House²⁹. It did not refer to playing fields or education, did not cite section 547 of the Education Act 1996 and it directed requests for use of the 'private grounds' to a Director in the Council's Property division.
- 6.4 The proposals referred to in the Cabinet Briefing Paper gave rise to a public consultation in 2010 on whether SLPF should be fenced. The outcome was that the Council's Cabinet agreed that 'the proposal to fence Stoke Lodge had categorically been dropped and that the parkland would remain with open access for all as of right'³⁰.

7. Matters relating to the Avon County Council signs

- 7.1 The Objector claims that the Avon signs were erected in 1983. The press article referenced at paragraph 18a does not mention signs but refers to the 'attitude' of the Council and employees at the Adult Education Centre; the Council comments that repairs were being carried out but does not specify where. If relevant signs existed at the time, they would surely have been referenced. This cannot properly be described as an article 'regarding the signage'.
- 7.2 At paragraph 18b the Objector refers to an article dated 11 August 1983 which states that "There are no by-laws covering the fields" but has failed to provide the subsequent article³¹ in which the same spokeswoman explained that only part of the authority's statement was used in the earlier article, which "may have led to confusion". She states that "although people who walk their dogs on Stoke Lodge playing fields are trespassing, they are not committing a criminal offence" and that "if the authority can get names and addresses of individuals who take their dogs onto the field, we can then write to them reminding them that dogs are not welcome. If there was sufficient evidence against individuals, the authority could apply for an injunction against them taking their dogs onto the field."

²⁷ A review of the Statutory Declarations and Proofs of Evidence submitted on behalf of the Applicant shows that across the board (all routes, all periods), every witness says either that they were not aware of any signs, or that there were no signs prohibiting access/walking across the field.

²⁸ See the Cabinet Briefing Note: BCC SoC Appendices, Part 3 page 955 at 973 [CD/2.10].

²⁹ See also paragraphs 4.2-4.4 of the Applicant's Response: BCC SoC Appendices Part 3 page 897 at 904 [CD/2.1].

³⁰ See the letter and minutes at [CD/13.15].

³¹ See [CD/13.16], a Bristol Evening Post article dated 19 September 1983.

- 7.3 The Avon signs, when erected, referred to potential criminal offences for causing nuisance and to the exercising of dogs. The Objector maintains that they prohibited all use. If the Avon signs were in place before August 1983, the spokeswoman's wording would be inappropriate, and if the Council prohibited all use of the field she would not refer only to dog walkers. It would be very odd for the Council to only write to dog walkers reminding them that their dogs were not welcome, if it was also the case that the walker themselves was also not welcome and trespassing.
- 7.4 The clear implication is that the Avon signs were not in place in 1983³². The 'no dogs' signs referred to in the article dated 11 August 1983 may be just that; there is no conclusive evidence of any earlier signs or of what they said, but 'no dogs' does not equate to 'no right of way'.
- 7.5 Throughout the various processes over the last decade it has been accepted by all parties that three Avon signs were erected in 1985/6³³. This date was also accepted by the High Court³⁴. No one can say with certainty exactly when the signs were erected³⁵, but the evidence for this Inquiry (see the statutory declarations of Alan Preece and Jo Scott) substantiates that the Avon signs were not in place before Easter 1984.
- 7.6 The Objector has exhibited a Bristol Evening Post article dated 16 January 1990³⁶ in which a member of PE staff at Fairfield School confirms that the school used Stoke Lodge on just three afternoons each week. The teacher clearly objected to dog mess being left on pitches (rightly so) but acknowledges and has no objection to ongoing public use ("I am in favour of members of the public using the field, and hope they find our lessons entertaining").
- 7.7 As to location, one Avon County Council sign was behind the pavilion, and could only be read by someone entering at that point. The other sign was placed at the edge of the car park, to the west of the Stoke Lodge House. In 2009 the Council erected a different sign in the same location, with different wording. The evidence provided to the TVG1 inquiry was that a BCC employee had arranged 'for a new sign to be displayed in the grounds of the adult learning centre' using the posts of the old sign³⁷. The sign was subsequently relocated slightly further east (adjacent to the tarmac driveway) when the children's play park was constructed in 2014. At no time did Bristol City Council erect signs at access points G, A or C or replace the Avon sign behind the pavilion. The signs were generally neither visible

³² This is supported by Council minutes dated 31 October 1983 (see the minutes of the Land & Buildings Sub-Committee at [CD/13.17]) discussing nuisance activities at SLPF – namely, the use of motorbikes at the Parrys Lane/Cross Elms corner. When the Avon signs were erected, they referred to motorbike use and a sign was placed in this corner (not on a PROW route and not relevant to this Inquiry). There is no reference to the existence of such a sign in these minutes, suggesting that it was not then in place.

³³ See Cotham School's Objection dated 5 February 2025, paragraphs 7 and 10: BCC SoC Appendices Part 1, page 16 at 18 [CD/3.2].

³⁴ See paragraph 119 of *Cotham School*: BCC SoC Appendices Part 1 page 65 at page 108 [CD/7.6].

³⁵ Save that it must have been after the entry into force of section 40 of the Local Government (Miscellaneous Provisions) Act 1982 on 13 September 1982 and some months before 1 September 1987 when the replacement provision, section 42 of the Education (No 2) Act 1986 came into effect.

³⁶ Cotham SoC Appendix 76 [CD/6.54].

³⁷ See paragraph 244 of the TVG1 Inspector's Report: BCC SoC Appendices Part 2 page 748 at 792 [CD/7.1].

nor legible while walking the routes; the sign at point H could only be read by someone outside point H and the Avon/2009 sign could only be read by someone in the car park or near the tarmac driveway to/from the car park but not at point C.

7.8 Bristol City Council did not maintain the Avon signs after their erection³⁸. By 1 April 1996 virtually all the wording on the Avon signs was inaccurate and/or no longer applied:

- (a) requests for authorised use were directed to the Avon County Council Director of Education, but Avon was a defunct entity and pitch hire was the responsibility of the relevant school; and
- (b) from 1 November 1996 section 40 only applied to playing fields of further/higher education institutions maintained by a local authority. The sign appeared to threaten users with a criminal offence that did not apply to them.³⁹

7.9 Government guidance acknowledged the possibility of prescriptive rights being gained through periods of continued access⁴⁰ and suggested⁴¹ that informal users were seen as providing passive supervision of playing fields, particularly when the school was not present (which in the case of detached playing fields is the vast majority of the time).

7.10 The Objector's Chair of Governors, Sandra Fryer, confirmed in 2016⁴² that 'in the past the use of the playing fields had been satisfactory from the School's point of view... and this perhaps explained why signs were not put up at an earlier period'. Such use would include use of the claimed routes.

Statement of Truth

I believe that the facts stated in this proof of evidence are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed: 

Helen Katharine Powell

Dated: 8 September 2026

³⁸ It did maintain signs in other locations – see paragraph 1.7 of the Applicant's Response: BCC SoC Appendices Part 3, page 897 at 901 [CD/2.1].

³⁹ See the Guidance from the Department for Education and Employment and the Home Office dated December 1997 entitled 'School Security: Dealing with troublemakers' at appendix 11 of the Applicant's Response: BCC SoC Part 3, page 979 at 986 (footnote 2) [CD/2.1].

⁴⁰ Ibid, section 3.9: BCC SoC Part 3, page 979 at 989.

⁴¹ Ibid, section 3.11: BCC SoC Part 3, page 979 at 990.

⁴² See paragraph 279 of the TVG1 Inspector's Report: BCC SoC Appendices Part 2 page 748 at 798 [CD/7.1].

PROOF OF EVIDENCE OF HELEN POWELL

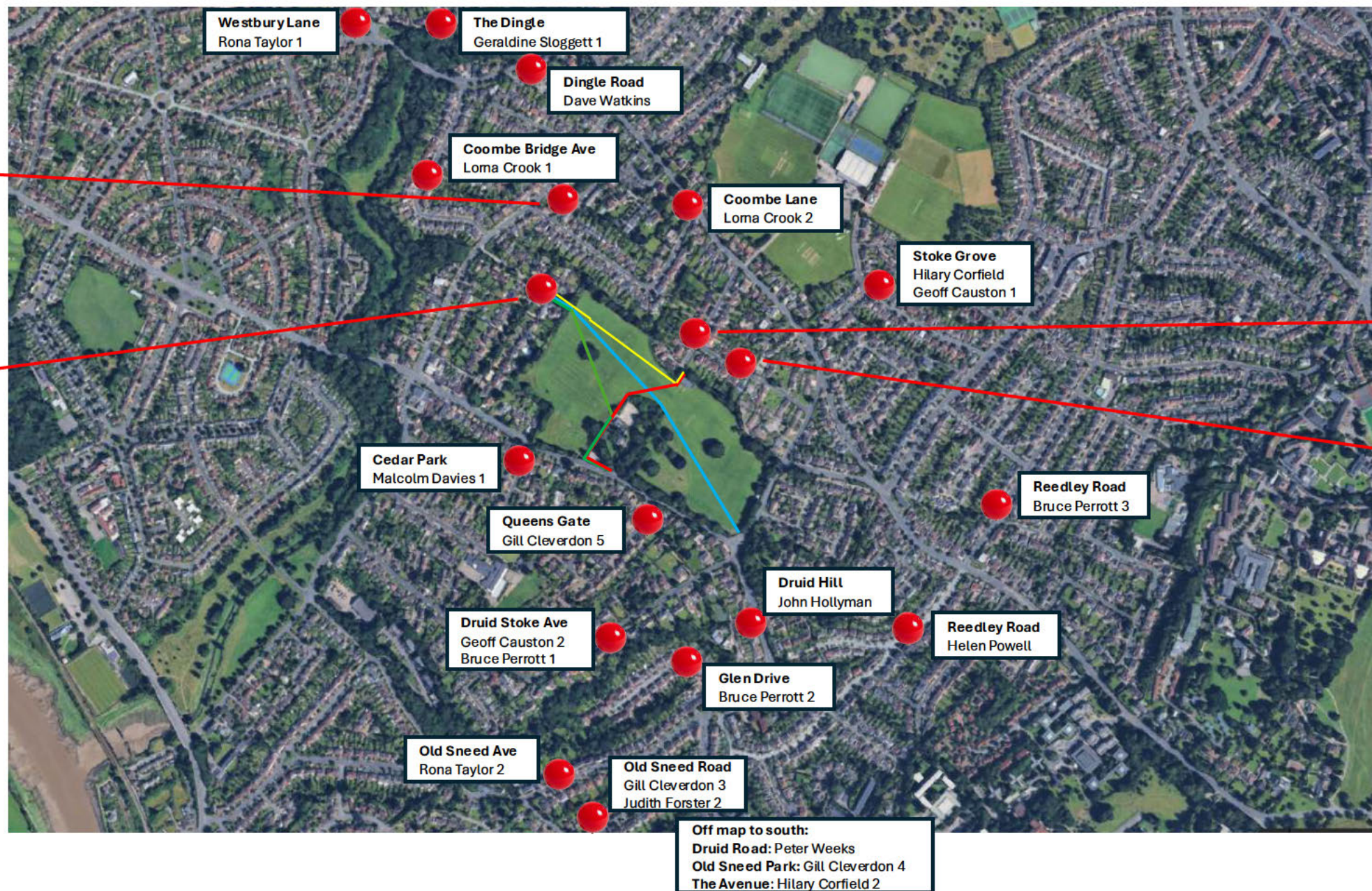
APPENDICES

Appendix	Title
HKP/1 Appendix 1	Map of Witnesses' Starting Points
HKP/1 Appendix 2	Annotated version of Cotham School's lease
HKP/1 Appendix 3	Ofsted's email dated 17 February 2026
HKP/1 Appendix 4	Examples of PRow across other schools
HKP/1 Appendix 5	Aerial Photograph dated 31 March 1955
HKP/1 Appendix 6	Photographs of Point A
HKP/1 Appendix 7	Aerial Photos from 1946 and 1955 - Red Route
HKP/1 Appendix 8	Aerial views and information - Point C

Appendix 1

Map of Witnesses' starting points

Map of witness starting points



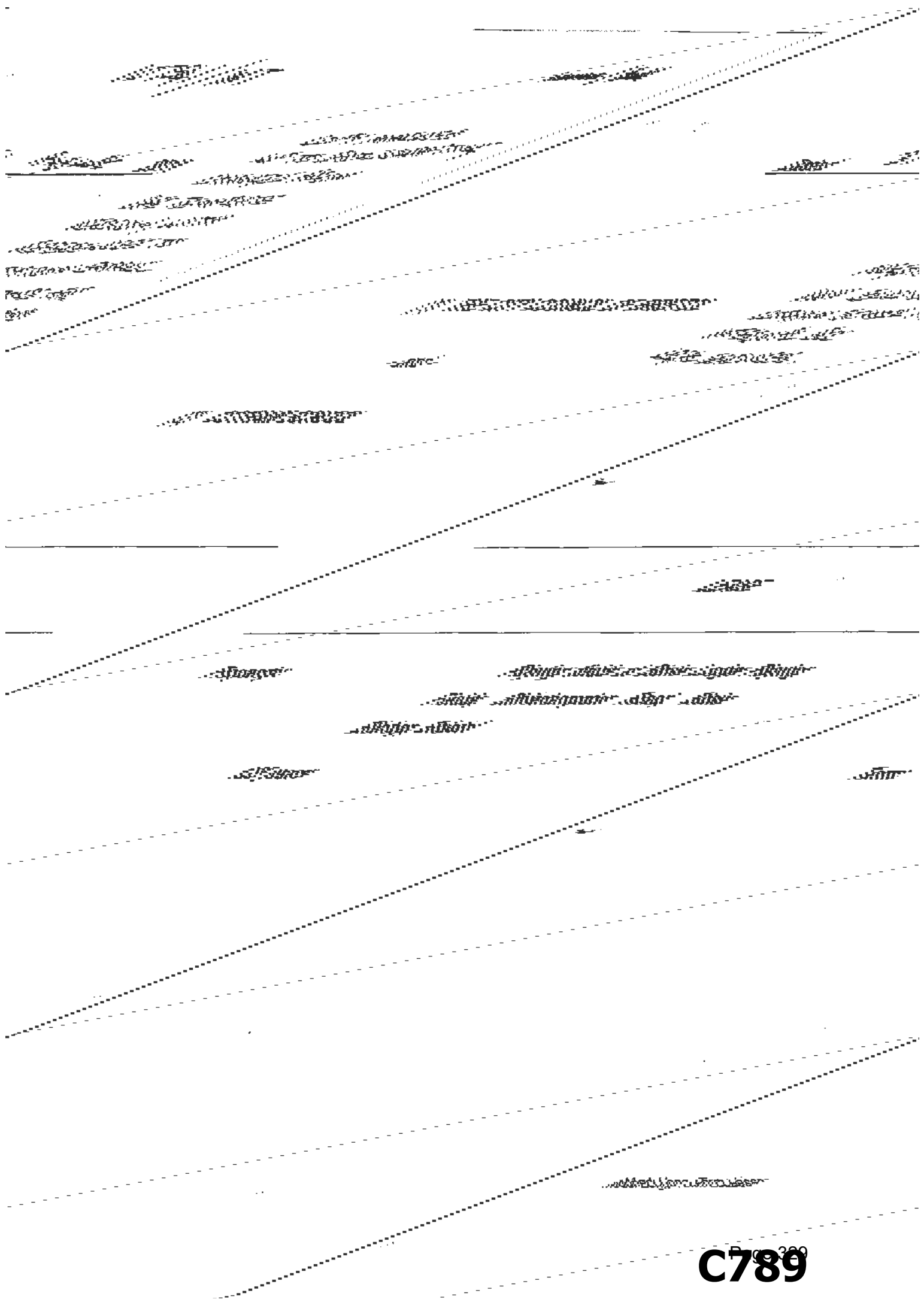
Notes

Locations are approximate based on information available.

Where multiple witnesses are listed on the same road, a midway point is shown.

Appendix 2

Annotated Copy of Cotham School's
lease



LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1. Date of lease: 31 August 2011

LR2. Title number(s): **LR2.1 Landlord's title number(s):**
BL100993

LR2.2 Other title number(s):
None

LR3. Parties to this lease:

Landlord: THE CITY COUNCIL OF BRISTOL of The
Council House College Green Bristol BS1
5TR

Tenant: COTHAM SCHOOL a company limited by
guarantee whose registered office is at
Cotham School, Cotham Lawn Road,
Cotham, Bristol. BS6 6DT (Company
Registration Number: 7732888)

LR4. Property: Please see the definition of "Property" in
(referred to in the clause 1.1
remainder of this
lease as the
"Property")

LR5. Prescribed statements etc: **LR5.1** LR5.1 Please refer to clause 10

LR5.2 None

- LR6. Term for which the Property is leased:**
(referred to in the remainder of this lease as the "Term")
- The term is as follows: 125 years from and including 1 September 2011
- LR7. Premium:¹**
- None
- LR8. Prohibitions or restrictions on disposing of this lease:**
- This lease contains a provision that prohibits or restricts dispositions
- LR9. Rights of acquisition etc:**
- LR9.1** Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land:
- None
- LR9.2** Tenant's covenant to (or offer to) surrender this lease:
- See clause 11
- LR9.3** Landlord's contractual rights to acquire this lease:
- None
- LR10. Restrictive covenants given in this lease by the**
- None

**Landlord in respect
of land other than the
Property:**

LR11. Easements:

LR11.1 Easements granted by this lease for the
benefit of the Property:

The easements set out in Schedule 2 to this
lease

LR11.2 Easements granted or reserved by this lease
over the Property for the benefit of other
property

The easement(s) set out in Schedule 3 to this
lease

**LR12. Estate rentcharge
burdening the
Property:**

This only applies to rentcharges created by
this lease

None

**LR13. Application for
standard form of
restriction:**

None

**LR14. Declaration of trust
where there is more
than one person
comprising the
Tenant:**

Not applicable

THIS LEASE is made the 31 August day of 2011

BETWEEN:

- (1) **THE CITY COUNCIL OF BRISTOL** of The Council House College Green Bristol BS1 5TR ("the Landlord")
- (2) **COTHAM SCHOOL** a company limited by guarantee (Company No 7732888) whose registered office is at Cotham Lawn Road, Cotham, Bristol, BS6 6DT ("the Tenant")

NOW IT IS HEREBY AGREED as follows:-

PART A: PRELIMINARY

1. Definitions and Interpretation

- 1.1 In this Lease unless the context otherwise requires the following words and expressions shall have the following meanings:

"Amenities"	drainage water gas electricity ^{SCHOOL REQUESTED CHANGE FROM 'TELEPHONE'.} <u>telecommunications</u> and any other services or amenities of like nature;
"Conduits"	gutters gullies pipes sewers drains watercourses channels ducts flues wires aerials cables mains cisterns tanks and all other conducting media together with all meters and other apparatus used in connection with them;
"Environment Acts"	the Environmental Protection Act 1990 the Environment Act 1995 the Water Resources Act 1991 the Water Industry Act 1991 and any other Law or Laws of a similar nature in force at any time during the Term;
"Fixtures and Fittings"	and all fixtures and fittings in or upon the Property to include plant and machinery lifts boilers central heating air conditioning lighting plumbing sanitary and sprinkler systems hardware and cabling of computer systems and any other apparatus from time to time in or upon the

Property;

"Funding Agreement"

- (a) an agreement pursuant to Section 1 of the Academies Act 2010 made between (1) the Secretary of State for Education and (2) the Tenant; and
- (b) any replacement or renewal of such agreement between the same parties and in substantially the same form; and
- (c) any replacement agreement made between the Tenant and the Secretary of State for Education (or the successor government body which assumes his functions for funding educational organisations of the Tenant's kind) and which provides funding for the Tenant in relation to the operation of educational services at the Property;

"Insured Risks"

fire lightning explosion earthquake storm tempest flood subsidence landslip heave impact terrorism bursting or overflowing of water tanks and pipes damage by aircraft and other aerial devices or articles dropped therefrom riot and civil commotion labour disturbance and malicious damage and such other risks as the Tenant insures against from time to time Subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters Provided that if in respect of any period of time the Tenant is unable to effect insurance against any one or more of such risks or upon terms or at a premium which the Tenant considers reasonable then during such period such risk or risks are deemed to be excluded from the definition of "Insured Risks";

"Interest"

interest at the rate of 4 per cent per annum above National Westminster Bank plc Base Rate for the time being in force (both before and after any judgment) such

interest to be compounded with rests on the usual quarter days or if such Base Rate ceases to be published then at the rate of 1 per cent per annum above the rate at which the Landlord could reasonably borrow from time to time;

"Landlord's Property"

land and buildings including the Property registered at the Land Registry under Title Number BL100993

"Law"

any statute or any order instrument or regulation made under it or any notice or order issued by a government department the legislative making institutions of the European Union minister or local public regulatory or other authority;

"Lease"

this Lease as varied from time to time together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it;

"Outgoings"

all present and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary local or of any other description including capital or non-recurring and including any novel expenses);

"Plan 1"

the plan annexed to this Lease and marked plan 1;

"Planning Acts"

the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term;

nancy
cappleson,

[illegible][illegible]

COGNAC V.F.P. PRODUCE

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Plan No      : N3S01g
Prop ID Ref  : 237
Polygon Ref  : 38970
Scale        : 1:2,500 @ A3
Date         : 03 August 2011

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CORPORATE SERVICES
 1000 Z. N. Road, Brunswick Road, Bedford, MA 01730
 Tel: (919) 750-7620
www.bedsid.com
 1000 Z. N. Road, Brunswick Road, Bedford, MA 01730

C797

"Premises Acts"	the Occupiers' Liability Act 1957 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term;
"President"	the President of the Institution of Chartered Surveyors;
"Property"	the property described in Part 1 Schedule 1;
"Reinstatement Value"	the full cost of reinstating the Property including:- (a) temporarily making the Property safe and protecting any adjoining structures; (b) debris removal demolition and site clearance; (c) obtaining planning and any other requisite consents or approvals; (d) complying with the requirements of any Law; (e) architects' surveyors' and other fees incurred by the Tenant in relation to the reinstatement; (f) all construction costs; (g) any VAT chargeable on any of the reinstatement costs (save where the Tenant is able to recover such VAT as an input in relation to supplies made by the Tenant);
"Rent"	a peppercorn;
"Retained Land"	the adjoining land of the Landlord described in Part 2 Schedule 1;
"Secretary of State"	the Secretary of State for Education or such other Minister of the Crown who is a successor to such person

	and who is party to the Funding Agreement with the Academy at the relevant time;
"Term"	125 years from and including the Term Commencement Date;
"Term Commencement Date"	1 September 2011
"Termination Date"	the date of expiration or sooner determination of the Term;
"the 1954 Act"	the Landlord and Tenant Act 1954;
"the 1995 Act"	the Landlord and Tenant (Covenants) Act 1995;
"VAT"	Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT.

1.2 In interpreting this Lease:-

- 1.2.1 references to Clauses pages and Schedules are to Clauses and pages of and Schedules to this Lease unless stated otherwise;
- 1.2.2 the expression "Landlord" includes the person for the time being entitled to the immediate possession of the Property on the expiry of the Term;
- 1.2.3 the expression "Tenant" includes the person in whom for the time being the Tenant's interest under this Lease is vested;
- 1.2.4 where reference is made to a statute this includes all prior and subsequent enactments amendments and modifications

relating to that statute and any subordinate legislation made under such statute;

- 1.2.5 references to a "person" include any individual firm unincorporated association or body corporate and words importing the singular number include the plural number and vice versa and words importing one gender include all genders;
- 1.2.6 if the Tenant is or are at any time more than one person any reference to the Tenant is deemed to refer to each such person and any obligation on the part of the Tenant takes effect as a joint and several obligation;
- 1.2.7 any covenant by the Tenant not to carry out any action is to be construed as if it is (where appropriate) additionally a covenant by the Tenant not to permit or suffer such action to be done;
- 1.2.8 the words "include" and "including" are to be construed without limitation and in construing this Lease the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words;
- 1.2.9 a reference to an act or omission of the Tenant includes an act or omission of any undertenant and any other person deriving title under the Tenant and includes an act or omission of their respective employees and visitors and anyone at the Landlord's Property with the express or implied authority of any one or more of them;
- 1.2.10 a reference to the Property includes any part of it except where the word is used in Clause 3.12;
- 1.2.11 a reference to the end of the Term or to the Termination Date is to the end of the Term however it terminates;
- 1.2.12 a consent of the Landlord shall be valid if it is either:
- (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or

(b) (if required by the Landlord after any request for consent from the Tenant but prior to consent being given) it is by deed; and

if a consent is not by deed it will not affect the Landlord's ability to require that any other consent should be by deed;

1.2.13 any notice given to the Landlord shall not be valid unless it is in writing;

1.2.14 the Landlord is entitled to withhold its consent where it requires the corresponding consent of any mortgagee or superior landlord of the Property until it obtains that consent (and the Landlord shall use all reasonable endeavours to obtain such consent and shall ensure that any charges or superior leases created after the date of this Lease shall contain obligations on the mortgagee or superior landlord not unreasonably to withhold or delay consent in circumstances where the Landlord's consent cannot be unreasonably withheld or delayed under this Lease);

1.2.15 a right of the Landlord or anyone else to have access to or entry upon the Property extends to any superior landlord and any mortgagee of the Landlord's Property and to anyone authorised by the Landlord or any superior landlord or mortgagee and includes a right of entry with workmen equipment and materials;

PERPETUITY PROVISION DELETED (80 YEARS IN MODEL)

1.2.16 the table of contents and headings to Clauses paragraphs and Schedules do not affect the construction of this Lease;

1.2.17 a right granted by the Landlord is granted in common with all other persons entitled to it and/or authorised by the Landlord to exercise it;

1.2.18 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised by the Landlord;

- 1.2.19 where the Landlord is entitled to enter the Property on giving notice it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary;
- 1.2.20 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord;
- 1.2.21 any person undertaking any obligation under or by virtue of this Lease which is a 'landlord covenant' for the purposes of the 1995 Act does so only in respect of the period of time during which the immediate reversion to this Lease is vested in such person and not further or otherwise;
- 1.2.22 any works (whether of repair decoration alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease shall be carried out in accordance with good modern practice;
- 1.2.23 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect;
- 1.2.24 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations;
- 1.2.25 if any matter is referred to arbitration pursuant to this Lease:
- (a) it is to be conducted in accordance with the Arbitration Act 1996; and
 - (b) the arbitrator has no power:
 - (i) to order rectification setting aside or cancellation of this Lease;
 - (ii) to direct that the recoverable costs of the arbitration or any parts of the arbitral proceedings will be limited to a specific amount;

- (iii) where there are provisions in this Lease for the payment of interest at a specified rate to award interest whether in addition to or in substitution for such interest provisions;

1.2.26 if any matter in this Lease is to be determined by an arbitrator:

- (a) he is to be appointed by agreement between the Landlord and the Tenant or at the request and option of either of them is to be nominated by the President;
- (b) if he dies delays or declines to act the President may on the application of either the Landlord or the Tenant discharge him and appoint another to act in his place in the same capacity; and
- (c) if either the Landlord or the Tenant pays his fees and expenses it may recover the proportion (if any) the other party was obliged to pay from that other party as a debt recoverable on demand;

1.2.27 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:-

- (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act (and where such provision extends beyond the limits permitted by section 25 of the 1995 Act that provision is to be varied so as not to extend beyond those limits); and
- (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provision were deleted; and
- (c) the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result.

2. Demise Rents and Other Payments

INCLUDED
FROM FIRST
DRAFT 18/7/11.
EMAILS OF
14/6/11 AND
28/6/11
REFER.

2.1 The Landlord demises the Property to the Tenant for the Term (subject to the provisions for earlier termination contained in this Lease) together with the easements and rights specified in Schedule 2 except and reserved unto the Landlord and all other persons authorised by the Landlord from time to time during the Term the easements and rights specified in Schedule 3 and subject also to all existing rights and use of the Property including use by the community the Tenant paying therefor by way of rent throughout the Term without any deduction counterclaim or set off (whether legal or equitable) of any nature whatsoever:-

2.1.1 the Rent (if demanded);

2.1.2 all other sums (including VAT) due under this Lease from the Tenant to the Landlord.

2.2 The Property is demised:-

2.2.1 together with the rights specified in Schedule 2;

2.2.2 excepting and reserving to the Landlord and all others now entitled (or who may become entitled) and all others authorised by them (to include any adjoining or neighbouring owners or occupiers) as specified in Schedule 3; and

2.2.3 subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 4.

3. Tenant's Covenant

The Tenant covenants with the Landlord as follows:-

3.1 Rent and Payments

To pay the Rent and all other sums reserved as rent by this Lease at the times and in the manner at and in which they are reserved in this Lease.

3.2 Outgoings

3.2.1 Promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term provided always that if any Outgoings are payable in respect of the Retained Land as well as the Property without apportionment to pay a fair and proper proportion of the same to be conclusively determined by the Landlord acting reasonably;

3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges);

3.2.3 To observe and perform all present and future regulations and requirements of the authorities or companies supplying or providing the Amenities.

WORDS DELETED :

(INCLUDING FOR THE AVOIDANCE OF DOUBT ALL BUILDINGS, STRUCTURES, LANDSCAPING AND OTHER ERECTIONS)

3.3 Repair and Upkeep

3.3.1 At all times during the Term to keep the Property clean and tidy and make good :-

(a) any damage it causes to the Property and/or

(b) any deterioration to the condition of the Property that may arise from the Term Commencement Date

provided that

(i) the Tenant shall not be in breach of this covenant if and for so long as disrepair arises due to damage caused to the Property by any of the Insured Risks and the Tenant is diligently pursuing its insurance claim and reinstating such damage; and

INCLUDED
FROM FIRST
DRAFT 18/7/11.
(ii)
VWV EMAIL OF
12/7/11 REFERS

the boundary walls and the trees situate on the
Property are excluded from this clause;

INCLUDED IN FIRST
DRAFT 18/7/11 AND
LINKED TO 'ALL CURRENT
USERS CONTINUING' -
EMAIL OF 28/6/11 (iii)
REFERS.

BCC EMAIL 15/8/11 NOTES

'A MUCH REDUCED

REPAIR CLAUSE... VALUES SUBSTANTIALLY FROM ACADEMY MODEL'.

the Tenant will not be required to repair and or
maintain the Property to any other level other
than is required for their own use

3.3.2 To notify the Landlord in writing immediately if any structural
damage occurs to the Property.

3.4 Access of Landlord and Notice to Repair

To permit the Landlord and all persons authorised by the Landlord
(with or without equipment) upon reasonable prior notice to the Tenant
(but at any time without notice in case of emergency) to enter the
Property as follows:-

3.4.1 in the final 3 years of the Term in order to take inventories of
any Fixtures and Fittings to be yielded up at the end of the
Term;

3.4.2 at reasonable intervals during the Term in order to view and
examine the state of repair and condition of the Property and
to give to the Tenant or the Tenant's agent or leave on the
Property notice in writing to the Tenant of all breaches of any
of the tenant covenants in this Lease relating to the condition
or repair of the Property ("Repair Notice") and the Tenant
covenants (subject to having obtained any necessary consents
to any required works, which the Tenant shall use all
reasonable endeavours to obtain as soon as possible) to repair
and make good the Property according to such notice and the
covenants in that behalf contained in this Lease within the
following time periods:-

- (a) where (b) and (c) below do not apply or where the state
of repair is causing a breach of health and safety or
other legislation or is causing structural damage
("Safety Breach"), the works shall be commenced
within the period of 56 days after the service of the
Repair Notice and shall be completed diligently
thereafter;

(b) where there is no Safety Breach, if the Tenant does not immediately have the funds to carry out such works but could complete the works within a reasonable period without requiring further funding under the Funding Agreement it shall demonstrate this to the Landlord by providing to the Landlord within 56 days of the service of the Repair Notice:

(i) a statement of the maintenance budget for the Property (included within the funding already received under the Funding Agreement) and the sums expended that financial year to date on the repair and maintenance of the Property ("Funding Statement"); and

(ii) a programme of works setting out a reasonable time period for the works to be carried out taking into account the nature of the disrepair and the funds available;

and the works shall be commenced and carried out within the periods set out in the programme of works referred to at (ii) above;

(c) where there is no Safety Breach and where the Tenant cannot demonstrate that it can carry out the works within a reasonable time under (b) above but requires to make an application ("Funding Application") to the Secretary of State for funding under the Funding Agreement in order to carry out such works, the relevant section of works shall be commenced as soon as reasonably practicable after the Secretary of State grants permission under the programme of works agreed pursuant to the Funding Application ("Works Programme"), and all works shall be completed within a

reasonable period following the last payment under the Works Programme;

and if the Tenant fails satisfactorily to comply with such notice in accordance with (a) (b) or (c) above the Landlord and all persons authorised by the Landlord are entitled at any time without notice (but without prejudice to the right of re-entry contained in this Lease) to enter the Property with all necessary equipment to repair and make good the Property in accordance with the covenants and provisions contained in this Lease and the expense of such repairs together with all reasonable legal and surveyors' fees properly incurred in connection with this sub-clause must be repaid by the Tenant to the Landlord upon demand and on a full indemnity basis as a contractual debt;

- 3.4.3 where the Tenant has served notice on the Landlord pursuant to Clause 3.3.3 of the occurrence of structural damage to the Property then to permit the Landlord to enter onto the Property to view and examine the state of repair and condition of the Property;
- 3.4.4 at any time during the Term to view the Property in connection with any dealing or proposed dealing (by way of sale mortgage or otherwise) with the Landlord's reversionary interest in the Property;
- 3.4.5 (in circumstances only where the Landlord may have a liability under Law or under this Lease) to carry out such tests inspections and surveys as the Landlord reasonably requires;
- 3.4.6 at any time during the Term to fix and retain without interference upon any suitable part or parts of the Property one or more notice boards for reletting (but in the case of reletting only within six months before the Termination Date) or selling at any time the Landlord's reversionary interest in the Property;

3.4.7 at any time during the Term to exercise any rights reserved by this Lease and to comply with any obligations of the Landlord (whether arising under this Lease or otherwise);

3.4.8 at reasonable intervals during the Term in order to determine whether the Tenant has complied with all its obligations in this Lease (save that, for the avoidance of doubt, the Landlord shall not be entitled to inspect the financial records of the Tenant);

Provided that any exercise of the above rights by the Landlord does not constitute an action for forfeiture by the Landlord or evidence an intention to accept or effect the surrender of the Term and provided further that the exercise of the above rights by the Landlord shall not be in such a manner as materially to restrict or interrupt the operation of the school on the Property by the Tenant, shall cause as little damage as reasonably practicable and shall (save in relation to emergency access) be in accordance with the reasonable requirements of the Tenant in relation to the security of the Property and the health and safety of the students and others at the Property, and the Landlord shall make good any damage caused to the Property as soon as reasonably practicable.

3.5 Alterations and Additions

3.5.1 Not to commit any act of waste;

3.5.2 Not to erect any buildings or other structures on the Property nor make any structural or external alterations additions or variations to any structures for the time being on the Property PROVIDED THAT with the prior consent of the Landlord (not to be unreasonably withheld) the Tenant may replace or alter the structure of existing buildings on the Property where such works are in pursuance of or ancillary to the delivery of the Tenants physical education curriculum

ADDED IN 2ND
DRAFT 01/08/11
SCHOOL HAD
REQUESTED
ABILITY TO ERECT
NEW BUILDINGS
(01/8/11); BCC
REFUSED (EMAIL
02/8/11) - SCHOOL
ACCEPTED (12/8/11)

THIS TEXT IS

MORE RESTRICTIVE
THAN MODEL
VERSION.

CONSEQUENTIAL

PARAGRAPHS 3.5.3 - 3.5.5

OF TEMPLATE DELETED.

3.5.3 To carry out any works permitted by this Lease in a good and workmanlike manner as soon as reasonably practicable with good quality materials strictly in accordance with all relevant

British Standards including codes of practice and the requirements and regulations of all utility companies affected by such works and so that any easements rights privileges or liberties which third parties enjoy in over or under the Property are not interfered with and that no nuisance is caused to the Landlord or any occupiers of any part or parts of the Retained Land.

- 3.5.4 Not to carry out any erection alteration addition or variation which hinders access to a Conduit.

3.6 Signs and Advertisements

- 3.6.1 To notify the Landlord of the affixing or display on the boundaries of the Property or on the outside of the buildings on the Property of any sign (which expression includes any signboard advertisement hoarding fascia poster placard bill notice or other notification) other than signs which:

- (a) are required by law to be affixed or displayed; or
- (b) do not require planning permission; or
- (c) are necessary or usual for the authorised use of the Property;

- 3.6.2 To display and maintain upon the Property notices required in relation to the Premises Acts and the Environment Acts.

3.7 Statutory Obligations

- 3.7.1 To comply with all Laws (including the Premises Acts) affecting the Property the physical condition or the user of them or the use of any Fixtures and Fittings in them;
- 3.7.2 As soon as reasonably practicable to give written notice to the Landlord of anything arising or being in the Property which may endanger or adversely affect health or safety and which might give rise to a duty of care imposed by common law or statute on the Landlord in favour of the Tenant or any other person;

3.7.3 The Tenant shall comply with its obligations, requirements and duties under the Construction (Design and Management) Regulations 2007 ("CDM Regulations") in relation to any works carried out at the Property, including all requirements in relation to the provision and maintenance of a health and safety file for the Property, which the Tenant shall maintain and shall give to the Landlord on the Termination Date;

3.7.4 The Tenant shall elect to be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property pursuant to Regulation 8 of the CDM Regulations;

3.7.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

3.8 Yield Up

On the Termination Date quietly to yield up the Property to the Landlord with vacant possession (subject only to any lease granted to a statutory undertaker) in accordance with the proper performance of the Tenant's covenants contained in this Lease and with all refuse and (unless the Landlord notifies the Tenant to the contrary prior to the Termination Date) all Tenant's fixtures and fittings lettering and signs put up by the Tenant duly removed.

3.9 Use

3.9.1 Not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the proper use of the Property for the purposes permitted by clause 3.9.3 shall not be a breach of this Clause;

3.9.2 Not to use the Property for any illegal or immoral purpose;

3.9.3 Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than:

- (a) for the purposes of the provision of educational services by the Tenant (as set out in any charitable

surrender or re-entry immediately to make such provision as is just and equitable for the Landlord to receive due benefit from such compensation.

3.11 Notices

As soon as reasonably practicable following receipt to provide to the Landlord a copy of any communication or notice which may give rise to a liability on the part of the Landlord or which may adversely affect the value or nature of the Landlord's interest in the Property.

3.12 Dealings

3.12.1 Not to part with or share the possession or occupation of the whole or any part or parts of the Property Provided that the Tenant may share occupation of part of the Property with a body or individual providing services or facilities which are ancillary to and within the uses referred to in clause 3.9.3 where no relationship of landlord and tenant arises as a result of such occupation;

3.12.2 Not to hold the Property or any part or parts of the Property or this Lease on trust for another;

3.12.3 Subject to sub-clause 3.12.4 not to assign or transfer any part or parts or the whole of the Property;

3.12.4 The Tenant is permitted to assign or transfer the whole of the Property to a successor charitable or public body where the Secretary of State has given approval in writing to such an assignment or transfer;

3.12.5 Not to underlet the whole of the Property and not without the Landlord's consent (not to be unreasonably withheld) to underlet any part or parts of the Property for a term in excess of 5 years but excepting that the Tenant may without the consent of the Landlord allow other parties to use the Property for temporary sessional lettings and for the avoidance of doubt the Tenant may enter into a maintenance scheme which allows

ADDITIONAL
WORDS
REQUESTED
BY SCHOOL
VWV EMAIL
OF 1/8/11
REFERS.

surrender or re-entry immediately to make such provision as is just and equitable for the Landlord to receive due benefit from such compensation.

3.11 Notices

As soon as reasonably practicable following receipt to provide to the Landlord a copy of any communication or notice which may give rise to a liability on the part of the Landlord or which may adversely affect the value or nature of the Landlord's interest in the Property.

3.12 Dealings

3.12.1 Not to part with or share the possession or occupation of the whole or any part or parts of the Property Provided that the Tenant may share occupation of part of the Property with a body or individual providing services or facilities which are ancillary to and within the uses referred to in clause 3.9.3 where no relationship of landlord and tenant arises as a result of such occupation;

3.12.2 Not to hold the Property or any part or parts of the Property or this Lease on trust for another;

3.12.3 Subject to sub-clause 3.12.4 not to assign or transfer any part or parts or the whole of the Property;

3.12.4 The Tenant is permitted to assign or transfer the whole of the Property to a successor charitable or public body where the Secretary of State has given approval in writing to such an assignment or transfer;

3.12.5 Not to underlet the whole of the Property and not without the Landlord's consent (not to be unreasonably withheld) to underlet any part or parts of the Property for a term in excess of 5 years but excepting that the Tenant may without the consent of the Landlord allow other parties to use the Property for temporary sessional lettings and for the avoidance of doubt the Tenant may enter into a maintenance scheme which allows

ADDITIONAL
WORDS
REQUESTED
BY SCHOOL
VIA EMAIL
OF 1/8/11
REFERS.

ADDITIONAL WORDING RE SESSIONAL LETTINGS
AND MAINTENANCE AGREEMENT WAS
INCLUDED IN FIRST DRAFT OF LEASE
DATED 18 JULY 2011.

a third party to act as an agent on the Tenant's behalf in relation to such lettings

3.12.6 Not to charge the whole or any part or parts of the Property.

3.13 Rights of Light and Encroachments

Not to obstruct any windows or lights belonging to the Property nor to permit any encroachment upon the Property which might be or become a detriment to the Landlord and in case any encroachment is made or attempted to be made to give immediate notice of it to the Landlord.

3.14 Indemnity

3.14.1 Excepting matters relating to the boundary features, fences or any trees on the Property to keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or any breach of the Tenant's obligations in this Lease;

3.14.2 To notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause 3.14.1 occurring or arising.

3.15 Costs

To pay to the Landlord on demand all reasonable and proper costs charges and expenses (including legal costs and surveyors' fees and other professional fees and any charges and/or commission payable to a bailiff) losses and liabilities which may be incurred by the Landlord:-

3.15.1 in connection with the preparation and service of any notice (including any schedule of dilapidations) served under this Lease relating to the repair or condition of the Property whether during the Term or within six months after the Termination Date;

3.15.2 in connection with any application by the Tenant for any licence approval permission or consent required under the terms of this Lease whether or not the application is withdrawn or the licence approval permission or consent is refused (save where refused unreasonably contrary to the terms of this Lease) or is granted (save where granted subject to conditions declared by a court of competent jurisdiction to be unreasonable);

3.15.3 in or in contemplation of claiming or recovering any arrears of Rent or rents or in connection with or arising out of any breach by the Tenant of any of the Tenant's obligations hereunder whether or not the Landlord proves such matters by proceedings in any Court.

3.16 VAT

3.16.1 To pay VAT upon the Rent and upon any other sums payable by the Tenant under this Lease and in relation to any other supply of goods or services (within the meaning of section 5 and schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is from time to time properly chargeable upon the same and in relation to taxable supplies made by the Landlord to the

Tenant the Landlord must deliver to the Tenant a VAT invoice addressed to the Tenant;

3.16.2 Where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease also to reimburse any VAT paid by the Landlord on such payment unless the VAT is actually recovered by the Landlord as an input in relation to supplies to the Landlord.

3.17 Interest on Arrears

If any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord on the date when such sums became due (whether demanded or not) or are tendered to the Landlord but the Landlord reasonably refuses to accept them so as to preserve any rights the Landlord has to pay to the Landlord (without prejudice to any other right remedy or power available to the Landlord) interest on such sums (both before and after any judgement) from the date when such sums first became due until the date of actual payment inclusive of both dates at the Interest Rate.

3.18 Landlord's Property

To observe and perform the matters contained or referred to in the documents listed in Schedule 4 relating to the Landlord's Property so far as they are still subsisting and capable of taking effect and relate to the Property and to keep the Landlord indemnified against all actions proceedings costs claims demands and expenses relating to them.

4. Landlord's Covenants

The Landlord covenants with the Tenant:-

4.1 Quiet Enjoyment

That the Tenant may peaceably and quietly hold and enjoy the Property during the Term without any interruption or disturbance by

VWV EMAIL 1/8/11

PROPOSED POSITIVE
BOUNDARY MAINTENANCE
OBLIGATION ON BCC
REJECTED.

BCC EMAIL 02/8/11 the Landlord or any person rightfully claiming through or under the
REFERS AND Landlord.
PROVIDES AMENDED
WORDING TO []

WORDS IN [] 4.2

Boundary features

ADDED BY VWV.

EMAIL 12/8/11

REFERS AND ASKS
COUNCIL TO KEEP
THEM IN A

REASONABLE
CONDITION AS
EXCLUDING THE
PLAYING FIELD
USE, THIS LAND
SEEMS TO ME

TO BE 5. Insurance

ESSENTIALLY

OPEN 5.1

AMENITY

LAND IN A

RESIDENTIAL

AREA.

The Tenant covenants with the Landlord:-

5.1.1 to keep the Property insured with a reputable insurance office
against loss or damage by the Insured Risks in the sum the
Tenant is advised represents the Reinstatement Value of the
Property from time to time;

5.1.2 to pay the premiums for insurance promptly as they become
due and maintain in force the policies of insurance on the
Property;

5.1.3 following the incidence of damage to or destruction of the
Property and subject to receipt of all necessary consents
licences permissions and the like to apply the proceeds of the
policy of the insurance received for those purposes in
rebuilding and reinstating the Property (provided that this
covenant should be satisfied if the Tenant provides premises
not necessarily identical to the Property as the same existing
prior to such damage or destruction occurring) as soon as may
be reasonably practicable provided that in case it shall be
impossible or impracticable to reinstate the Property in
accordance with the provisions of this Clause 5 within 3 years
of the date of damage or destruction occurring either party may
serve written notice on the other to terminate this Lease and
upon service of such notice this Lease shall immediately cease

and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance whether before or after the termination of this Lease shall be paid by the Tenant on receipt to the Landlord and shall as between the Landlord and the Tenant belong to the Landlord absolutely;

5.1.4 to produce to the Landlord a copy of the insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases);

5.1.5 not to knowingly do anything whereby any policy of insurance relating to the Property may become void or voidable.

5.2 The Tenant further covenants with the Landlord to insure against liability in respect of property owners' and third party risks PROVIDING THAT the Landlord will insure in relation to property owners and third party risks relating to the boundary features, fences, walls and all trees situate on the Property.

PROPOSED BY
VWV 01/08/11
AND ACCEPTED
BY BCC.
EMAILS
01/08/11 AND
02/08/11 REFER.

6. Provisos

6.1 Re-Entry

Where there occurs a breach by the Tenant of Clause 3.9 and/or 5.1.2 of this Lease and the Landlord has served written notice specifying such breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach complained of) the Tenant has not taken steps to remedy such breach or the Tenant is dissolved or struck off or removed from the Register of Companies or otherwise ceases to exist then it is lawful for the Landlord or any person authorised by the Landlord at any time afterwards to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term absolutely determines without

prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease.

6.2 Landlord's Rights on Forfeiture

The Landlord's right to forfeit this Lease is not affected by any acceptance of or demand for rent or any action which would affirm this Lease by the Landlord with knowledge of a breach of any of the Tenant's covenants contained in this Lease and the Tenant is not in any proceedings for forfeiture or otherwise entitled to rely upon any such acceptance demand or affirmation as aforesaid as a defence provided that this provision only applies to any acceptance of or demand for rent or affirmation of this Lease made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct negotiations with the Tenant for remedying the breach.

6.3 Service of Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to all notices which may require to be served under the terms of this Lease except that section 196 is deemed to be amended as follows:-

- 6.3.1 the final words of section 196(4) "and that service be delivered" are deleted and there is substituted "and that service is deemed to have been made on the third working day after the registered letter has been posted" and "working day" means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory or bank holiday;
- 6.3.2 any notice or document is also sufficiently served if sent by telephonic facsimile transmission to the party to be served and that service is deemed to be made on the day of transmission if transmitted before 4.00 pm on a working day but otherwise on the next following working day;

6.3.3 if the party to whom any notice to be served consists of more than one person the service of notice upon one of such persons constitutes service upon all of them;

6.3.4 any notice to be given by a party may be given by that party's solicitor or agent and when addressed to a party is not rendered invalid by reason of that party having died become insolvent or changed name whether or not the party serving notice is aware of the fact.

6.4 Exclusion of S.62 L.P.A.

The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not by virtue of this Lease deemed to have acquired or be entitled by any means whatsoever (other than express grant) to any easement from or over the Retained Land or affecting any other land or premises now or at any time after the date of this Lease belonging to the Landlord and not comprised in this Lease.

6.5 Governance

6.5.1 This Lease is governed by English law.

6.5.2 The parties submit to the exclusive jurisdiction of the High Court of Justice in England.

6.6 Agreement to Exclude Sections 24 to 28 of the 1954 Act

6.6.1 The Landlord and the Tenant agree pursuant to section 38A(1) of the 1954 Act that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this Lease.

6.6.2 The Tenant confirms that:

- (a) the Landlord served on the Tenant a notice (the "Notice") applicable to the tenancy created by this Lease on 17 August 2011 in accordance with section 38A(3)(a) of the 1954 Act; and

(b) the Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on 26 August 2011 in accordance with the requirements of section 38A(3)(b) of the 1954 Act;

before the Tenant entered into this Lease or (if earlier) became contractually bound to do so.

6.7 Termination

6.7.1 This Lease shall automatically determine on the termination of the Funding Agreement in circumstances where there is no other Funding Agreement in existence.

6.7.2 The Academy shall give written notice to the Authority as soon as possible after becoming aware that the Funding Agreement may be liable to termination, including where a notice terminating the Funding Agreement is served on the Academy, and the notice served on the Authority shall specify the date (or likely date) of termination of the Funding Agreement.

6.7.3 The Academy shall give written notice to the Authority at the same time as the Academy serves any notice terminating the Funding Agreement and such notice shall specify the date (or likely date) of termination of the Funding Agreement.

6.7.4 On the termination of this Lease under Clause 6.7.1 everything contained in the Lease ceases and determines but without prejudice to any claim by either party against the other in respect of any antecedent breach of any obligation contained in the Lease.

7. Break Clause

EMAIL OF
14/6/11
REFERS -
TEXT MOSTLY
INCLUDED IN
FIRST DRAFT
18/7/11 BUT
WORDS IN
[] ADDED
AT COTHAM'S REQUEST -
EMAILS OF 28/6/11 AND 01/08/11 REFER -

In the event that the Tenant finds suitable alternative playing fields [(the
Tenant to have absolute discretion to decide the suitability of the alternative
arrangements)] then subject to the Tenant giving the Landlord no less than
three (3) months' written notice the Tenant may determine this lease at any
time during the Term hereby created (including any period of holding over)

but without prejudice to the respective rights of either party in respect of any antecedent claim of breach of covenant

8. Landlord's Powers

8.1 The Landlord enters into this Lease pursuant to its powers under sections 111 120 122 and 123 of the Local Government Act 1972 the Education Act 1996 Section 2 of the Local Government Act 2000 and all other powers so enabling and warrants that it has full power to enter into this Lease and to perform all obligations on its part herein contained.

8.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions.

9. New Tenancy

This Lease is a new tenancy for the purposes of the 1995 Act.

10. Contracts (Rights of Third Parties) Act

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11. Landlords Option to Determine

The Landlord shall be able to determine this Lease in part as follows:

11.1 if at any time during the Term the part of the Property shown coloured purple on the Plan 1 to the Lease ("the Surrender Land") is required by the Landlord for the provision of public facilities and provided always that the Property then left to the Tenant is sufficient to provide outdoor educational facilities as deemed appropriate in accordance with the number of children in accordance with any relevant legislation and national guidelines then if

11.1.1 the Landlord shall give to the Tenant not less than three (3) months previous notice in writing; and

11.1.2 the Landlord seeks representations from, and consults in a

VWV
EMAIL OF
12/8/11
REFERS

reasonable manner with, nearby residents or local interest
groups in relation to the proposed provision of public facilities

then immediately after the expiration of the said notice period this
Lease and everything in this Lease ceases and determines in relation
to the Surrender Land but without prejudice to any claim by either
party against the other in respect of and antecedent breach of any
obligation contained in this Lease

12. Charity

The Property will as a result of this Lease be held by Cotham School an
exempt charity and the requirements on dispositions prescribed by sections
37 and 39 of the Charities Act 1993 will need to be complied with.

EXECUTED AS A DEED by the parties on the date which first appears in this Lease.

EXECUTED AS A DEED by
COTHAM SCHOOL
by a director in the presence of:-

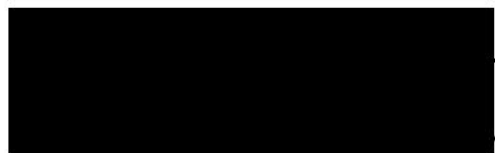
Nancy Coplestone
Director

NANCY COPPLESTONE
Director Full Name (Print)



Witness' signature

COLIN FOSTER
Witness' name



Witness address

ACCOUNTANT
Witness occupation

SCHEDULE 1

Part 1 – The Property

ALL THAT land being part of Stoke Lodge Playing Fields, Shirehampton Road, Stoke Bishop in the City of Bristol being part of the freehold land registered at the Land Registry under title BL100993 and shown edged red on the Plan 1 and include the following so far as the same may exist at any time during the Term:-

- (a) all Conduits exclusively serving such premises; and
- (b) all Fixtures and Fittings (save for those that belong to the Tenant).

Part 2 – The Retained Land

ALL That land and premises being part of Stoke Lodge Playing Fields, Shirehampton Road aforesaid and shown edged blue on the Plan 1 and any land now or in the future in the ownership of the Landlord at adjacent or near the Property.

SCHEDULE 2

Rights Granted

1. Support

A right of support and protection to the Property from the Retained Land.

2. Access to Retained Land

The right upon giving reasonable prior written notice (except in case of emergency) to the Landlord and all others from time to time so entitled to enter only so far as is strictly necessary upon the Retained Land for the purpose of inspecting and executing repairs to or on the Property subject to the Tenant:-

2.1 causing as little damage disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and

2.2 making good as soon as reasonably practicable to the reasonable satisfaction of the Landlord and to all others from time to time so entitled all damage caused by the exercise of this right.

*SEVERAL DELETED CLAUSES
FROM MODEL LEASE
ACCESS, SERVICES, CAR PARKING*

SCHEDULE 3

*PARAGRAPHS 3,4 AND 5
ARE ADDITIONS TO MODEL
LEASE.*

Rights Excepted and Reserved

1. Services

The right to connect into and pass Amenities to and from the Retained Land and any other adjoining or neighbouring property of the Landlord in and through Conduits now or at any time during the Term laid in or upon the Property together with the right to enter upon the Property upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to lay inspect cleanse renew and maintain the Conduits the person exercising such right causing as little damage disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Property and making good as soon as reasonably practicable any damage occasioned to the Property by the exercise of this right to the reasonable satisfaction of the Tenant.

2. Access to Property

The right upon giving reasonable prior notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:-

2.1 Inspecting and executing repairs additions alterations and other works to or on the Retained Land or to any Conduits within the Property; and

2.2 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease;

the person exercising such right causing as little damage disturbance or inconvenience as reasonably possible to the operation of the school on the Property and making good as soon as reasonably practicable to the Tenant's reasonable satisfaction any damage to the Property caused by the exercise of this right.

3. Light and Support

The rights of light, air, support, protection, shelter and all other easements and rights at the date of this Lease belonging to or enjoyed by the Retained Land.

4. Further Reservations

The rights to:

4.1 develop the Retained Land;

4.2 temporarily erect scaffolding at the Property and attach it to any building on the Retained Land in connection with any development mentioned in paragraph 1.1 of the Second Schedule above;

4.3 build on or into any boundary wall of the Property; and

notwithstanding that any of those works result in a reduction in the flow of light or air to the Property or loss of amenity for the Property but not so that the ability of the Tenant or any other authorised user of the Property to use the Property for the use as set out in clause 3.9 hereof is materially adversely affected,

5. Access to Repair

The right to enter the Property to repair, maintain or replace any Conduit or structure relevant to any of the other Reservations; and

The right to enter the Property for any other purpose mentioned in this Lease or for any other purpose connected with this Lease or with the Landlord's interest in the Property or in the Retained Land.

PROVIDED THAT the Reservations contained in this Schedule 3 may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone properly authorised by the Landlord.

FURTHER PROVIDED THAT the Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

FURTHER PROVIDED that the exercise of the above rights shall not be in such a manner as to materially restrict or interrupt the operation of the school on the Property by the Tenant, shall cause as little damage as reasonably practicable and

the Landlord shall make good any damage caused to the reasonable satisfaction of the Tenant.

SCHEDULE 4

Landlord's Property

All that freehold land being the land registered with title absolute at the Land Registry under title number BL100993.

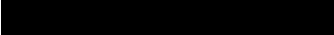
Appendix 3

Ofsted's email dated 17 February 2026



RE: Re: Enquiry about Ofsted site security requirements for playing fields

1 message

Ofsted Enquiries <enquiries@ofsted.gov.uk>
Reply-To: Ofsted Enquiries <enquiries@ofsted.gov.uk>
To: 

17 February 2026 at 10:21

Dear Ms Powell

Thank you for your further email of 9 February 2026.

As the regulator for schools in England, it is the Department for Education (DfE) that is responsible for legislation relating to education, including the legal obligations of education providers, and for setting statutory and non-statutory requirements and policies for schools. The DfE's published [School and college security](#) guidance is to help schools and colleges manage their security effectively so they can meet their obligations.

The DfE's [Keeping children safe in education: statutory guidance](#) and the [Working together to safeguard children: statutory guidance](#) set out the legal duties that schools must follow to safeguard and promote the welfare of children in schools.

Ofsted's role as an inspectorate is to ensure that organisations providing education, training and care services in England do so to a high standard for children and learners of all ages, and report on the findings accordingly. We do not set policies for schools. Our safeguarding expectations are those that the DfE has set out in their guidance. We have no additional or separate expectations of schools with respect to taking any specific steps regarding site security.

The DfE will be best placed to respond to your enquiry about site security and safeguarding and can be contacted directly via [Contact the DfE](#).

Regards,



Ofsted ARC - Contact and Administration Team

E-mail: enquiries@ofsted.gov.uk

Website: www.gov.uk/ofsted

Ofsted on Twitter at: <http://twitter.com/ofstednews>

Ofsted Blogs: blog.gov.uk

If your contact details change, please email enquiries@ofsted.gov.uk with your new details.
Please note: If you are a provider and are contacting the general helpline, please have your

Unique Reference Number (URN) to hand.

The new EYFS framework can be found here:

[Early years foundation stage \(EYFS\) statutory framework - GOV.UK](#)

Providers are responsible for ensuring they follow the current version of the framework for their provider type.

Have you given your views on your child's school? <http://www.parentview.ofsted.gov.uk/>

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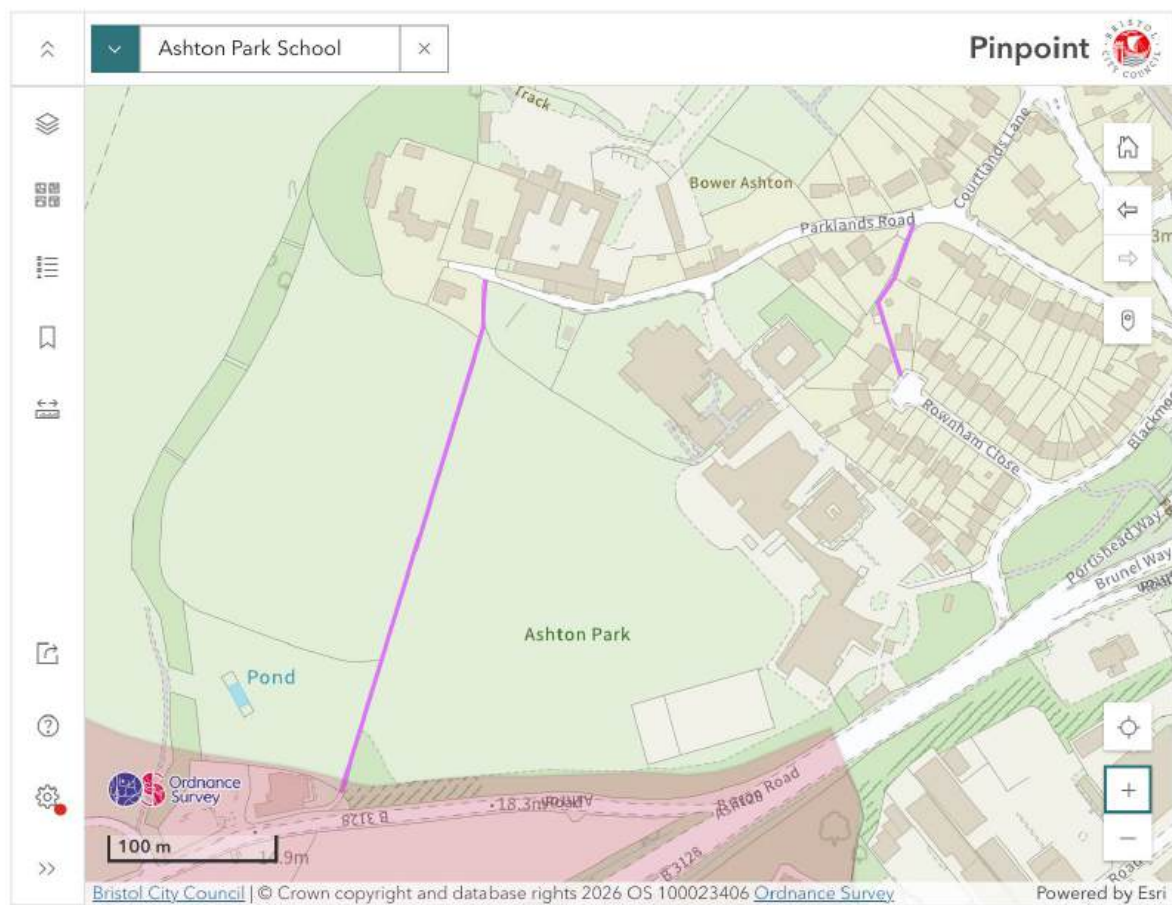
Appendix 4

Examples of PRow across other schools

Ashton Park School, Bristol



Screenshot from Pinpoint (BCC online version of Definitive Map) showing the public right of way across the school playing field:



View standing on the public right of way (26 October 2025)



View of playing fields (then laid out as rugby pitches) from the right of way



Access from Ashton Court on the other side of the playing fields



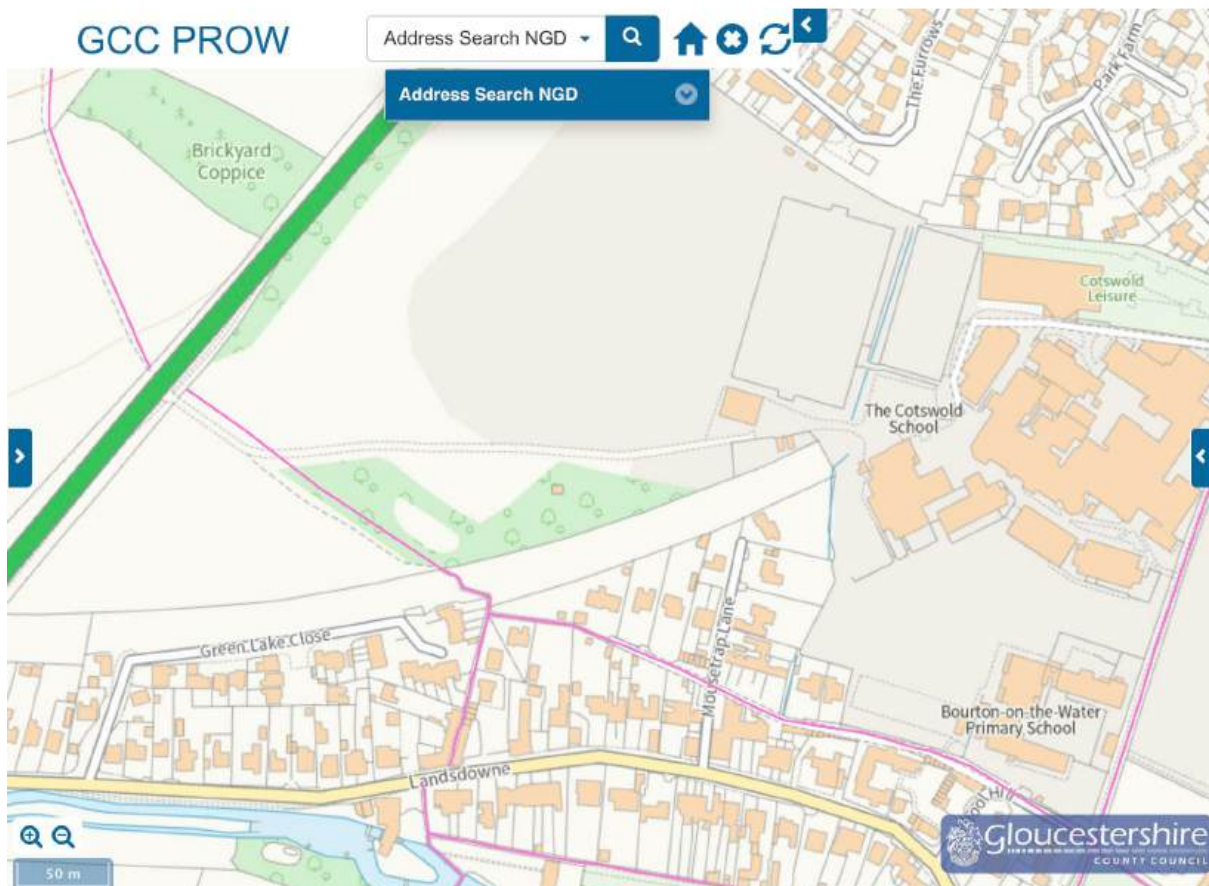
Ofsted report: <https://files.ofsted.gov.uk/v1/file/50204814>

‘The arrangements for safeguarding are effective. There is a strong culture of safeguarding at Ashton Park School.’

The Cotswold School, Bourton-on-the-Water



Screenshot from Gloucestershire Council's GCC PROW (online version of Definitive Map) showing public right of way across the school playing field shown in pink



View standing on the public right of way (8 February 2026)



View from same location across sports pitches to the school buildings



And in the other direction, the school's cross-country running route which crosses the right of way in two places.



Ofsted report: <https://files.ofsted.gov.uk/v1/file/50274539>

‘The arrangements for safeguarding are effective.’

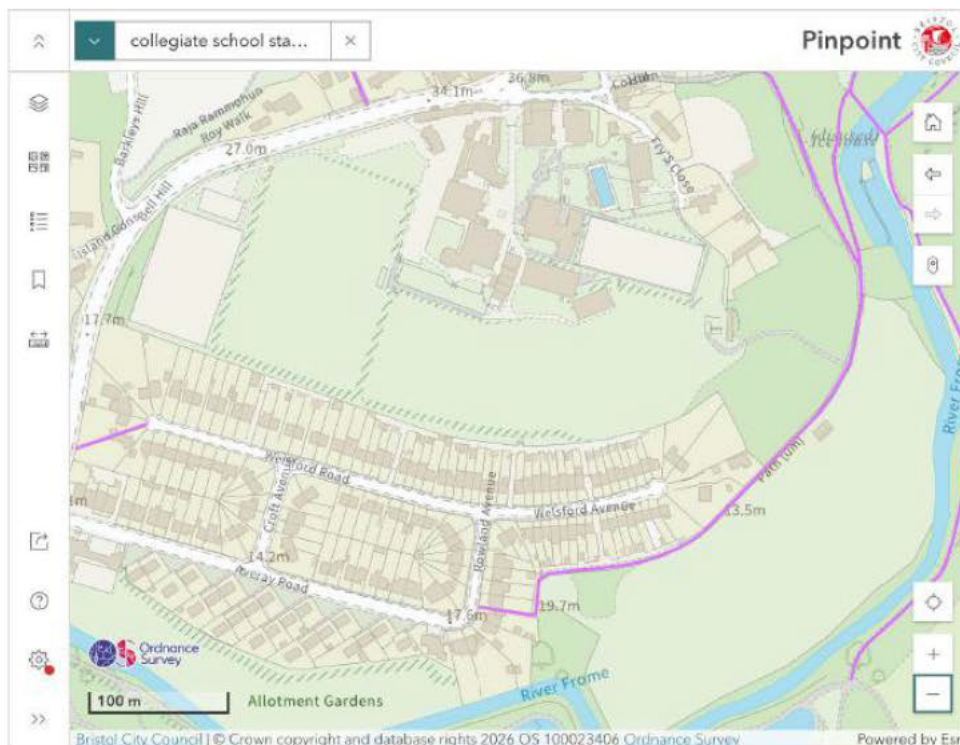
The Collegiate School, Stapleton

Google Earth image of the school, showing upper and lower playing fields:



Lower playing field
(includes public
right of way and
registered village
green – see below).

Screenshot from Pinpoint (BCC online version of Definitive Map) showing public right of way through lower playing field:



The playing field adjacent to the public right of way is also a registered village green, apart from the central playing area which is required to remain unfenced – see map from register of Town and Village Greens, below:



The Collegiate School's most recent inspection report stated:

'There is a secure culture of safeguarding throughout the school.'

and:

'The extent to which the School meets Standards relating to safeguarding:

All the relevant Standards are met.'

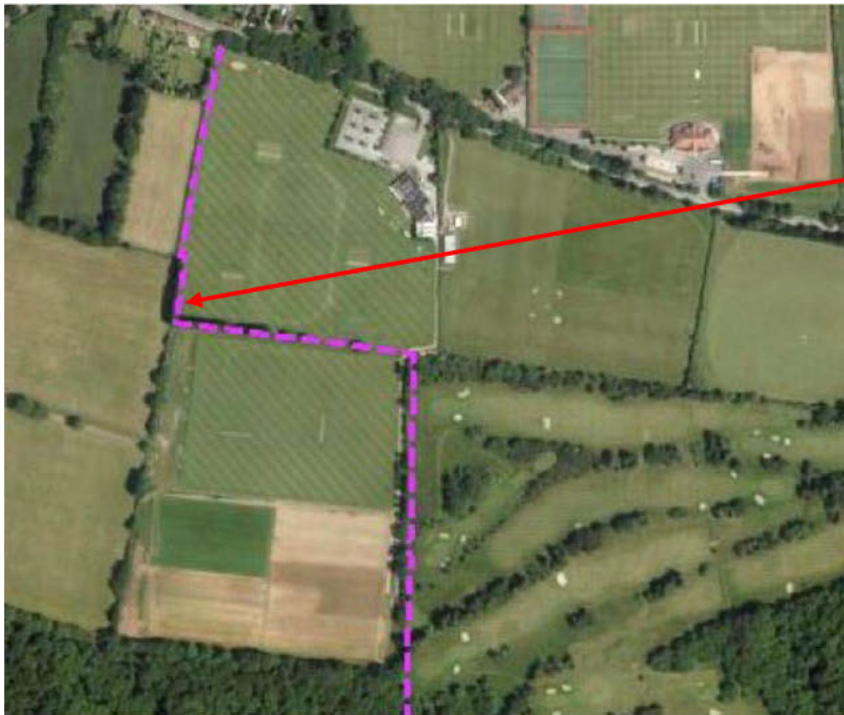
The report can be found at: <https://www.collegiate.org.uk/docs/imported/ISI-Reports/-i1.pdf>

Queen Elizabeth Hospital (QEH) School sports ground, Failand

Google Earth image of QEH Sports Ground, Clevedon Rd Failand – approx 4.2 miles from the main school site:



Extract from North Somerset online Definitive Map showing public right of way across sports ground:



Photos below were
taken here

Photographs taken 29 July 2026 showing low fencing next to public footpath; gates were not locked (simple latch to open)



The most recent inspection report for QEH stated:

‘The extent to which the school meets Standards relating to safeguarding:
All the relevant Standards are met.’

The inspection report can be found here: <https://qehbristol.co.uk/wp-content/uploads/2026/01/QEH-ISI-Report-Final-January-2026.pdf>

Harrow School, London Borough of Harrow



Public rights of way shown in purple (extract from London Borough of Harrow Definitive Map)



Definitive map extract superimposed on Google aerial image showing public right of way going through school grounds, directly between two football pitches and continuing across the playing fields:



Harrow School's most recent inspection report stated:

‘8. School leaders... ensure suitable upkeep of buildings and grounds and that practices to promote the health and welfare of pupils are robust and effective.’

‘17. The school covers an extensive site with a wide range of facilities. Leaders ensure that these are maintained to a high standard with due consideration for safety and security.’

‘34. Leaders are diligent in their implementation of health and safety procedures in the school... As a result, the school is a secure and well-maintained environment.’

‘44. Suitable arrangements are in place to safeguard and promote the welfare of pupils and the safeguarding policy is effectively implemented.’

and:

‘The extent to which the school meets Standards relating to safeguarding:
All the relevant Standards are met.’

The report can be found at:

<https://resources.finalsite.net/images/v1711129457/harrowschoolorguk/tvfppvhvtawfmguiciby/ISIReport-March2024.pdf>

Appendix 5

Aerial Photograph dated 31 March 1955

Aerial photo taken 31 March 1955 showing access gap at Point A

Aerial Photo -
raf_540_1576_f21_0021



Photo shows southern corner of field at Druid Hill junction, including access gap through boundary wall at Point A (see detail below).

https://historicengland.org.uk/images-books/archive/collections/aerial-photos/record/raf_540_1576_f21_0021

Closer view also shows gap in wall and track visible up to/away from Point A (circled):



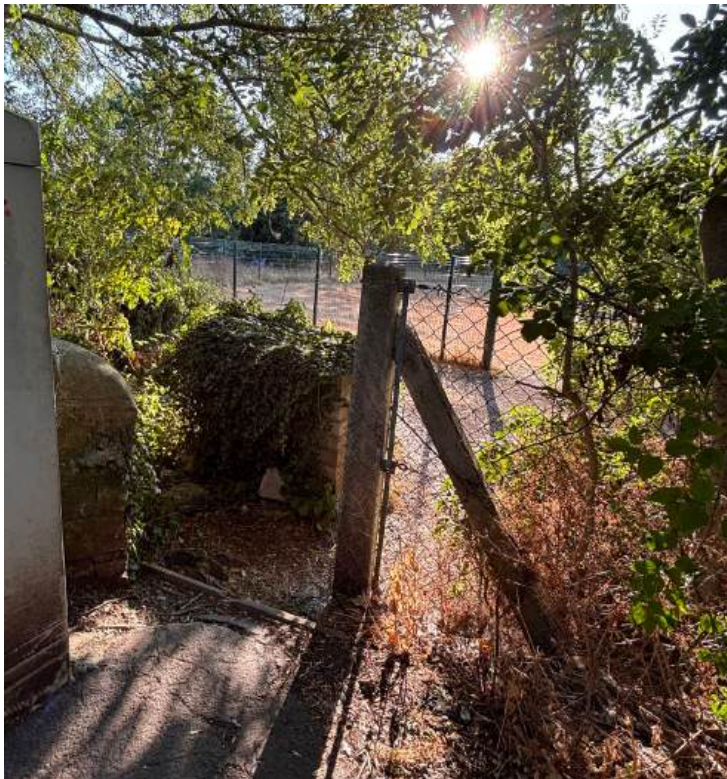
Appendix 6

Photographs of Point A

Photographs of Point A access taken on 29 July 2026



General view from pavement showing gap (partly obscured by telecoms box), step down and track into field.



View from pavement showing 'cut' end of stone boundary wall on left and cross-braced end of concrete and wire fence on right



View showing gap in stone boundary wall is now significantly greater than shown in 1955 aerial image and on 1957 map (ending on left behind another telecoms box) and a tarmac pavement passes through the gap.

Access point A is on the right in the middle of the photo.



View from the field side of point A showing the (cross-braced) end post of the concrete and wire fencing is embedded in concrete which also formed a roughly triangular step down from the edged pavement to the level of the field. The step is broken (see the straight-edged missing piece close by) but this was clearly designed as an access point, not 'to prevent access and egress' as claimed by the Objector.

Appendix 7

Aerial Photos from 1946 and 1955 - Red Route

Aerial photos of Stoke Lodge from Historic England

1946 (estate in private ownership)

Route across field uses carriage drive, exiting at the side (to the north) of 1 Lodge Cottage.



historicengland.org.uk



Aerial Photo - raf_cpe_uk_1869_rs _4040



https://historicengland.org.uk/images-books/archive/collections/aerial-photos/record/raf_cpe_uk_1869_rs_4040

1955 (following purchase by Bristol City Council)

The Central School Kitchen has been built and the carriage drive has been grassed over. The aerial photo shows a track across the grass now exiting to West Dene at the side (to the east) of 2 Lodge Cottage.

historicengland.org.uk

raf_540_1576_f21_00
84



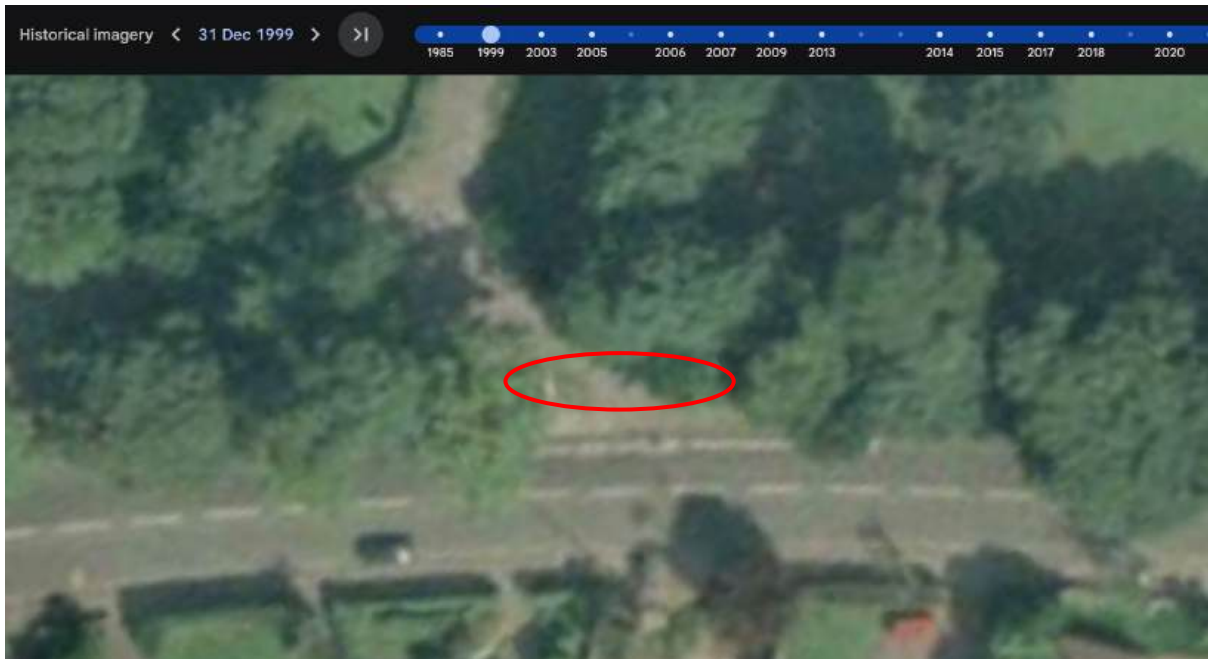
https://historicengland.org.uk/images-books/archive/collections/aerial-photos/record/raf_540_1576_f21_0084

Appendix 8

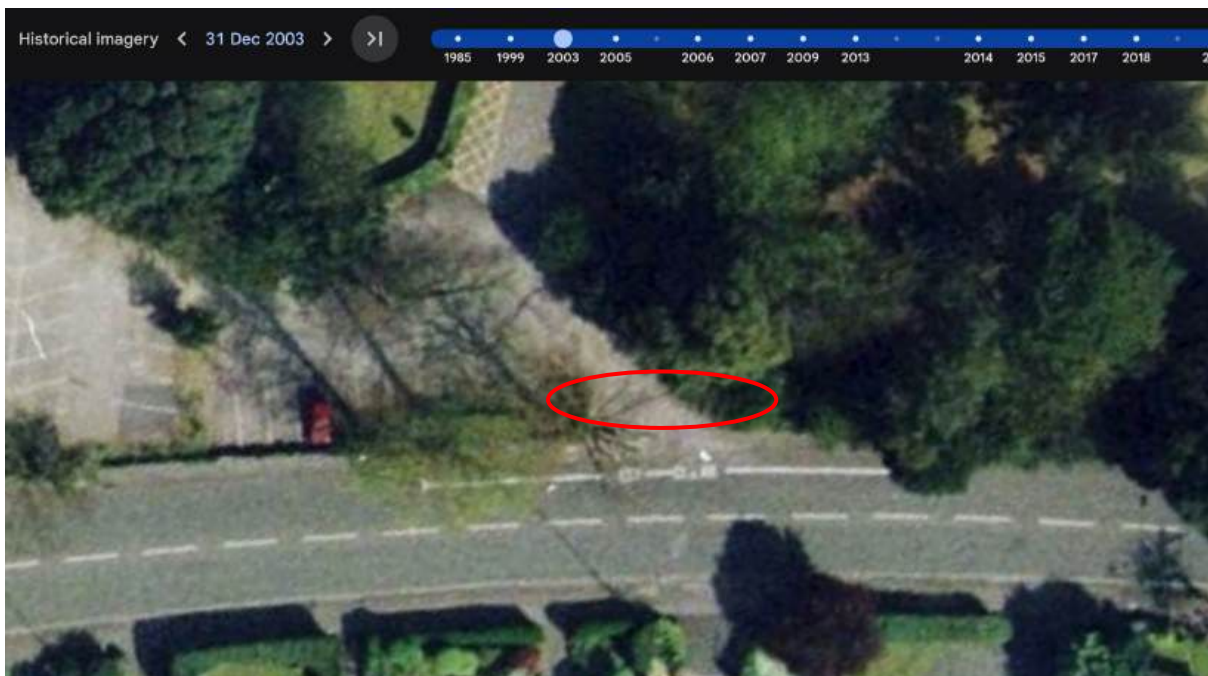
Aerial Views and Information - Point C

Aerial photos of Point C from Google Earth

31 December 1999 (no gates – circled)



31 December 2003 (no gates – circled)



14 April 2007, showing gates have been installed (circled):

