

## EPSOM AND WALTON DOWNS CONSERVATORS

Monday 8 November 2021 at 6.00 pm

Place: Council Chamber, EpsomTown Hall

Link for public online access to this meeting:

<https://attendee.gotowebinar.com/rt/7571318848250724621>

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Telephone (listen-only): 020 3713 5012, Telephone Access code:294-164-321

The members listed below are summoned to attend the Epsom and Walton Downs Conservators meeting, on the day and at the time and place stated, to consider the business set out in this agenda.

Committee Members

Councillor Liz Frost, the Council (Chair)

Simon Durrant, Jockey Club Racecourses (the Company) (Vice-Chair)

Andrew Cooper, Jockey Club Racecourses (the Company)

Simon Dow, Horserace Betting Levy Board (the Levy Board)

Councillor Bernice Froud, the Council

Councillor Jan Mason, the Council

Councillor Steven McCormick, the Council

Councillor Lucie McIntyre, the Council

Stephen Wallis, Jockey Club Racecourses (the Company)

Councillor Clive Woodbridge, the Council

Yours sincerely



Clerk to the Conservators

For further information, please contact Democratic Services, email: [democraticservices@epsom-ewell.gov.uk](mailto:democraticservices@epsom-ewell.gov.uk) or tel: 01372 732000

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### **Exclusion of the Press and the Public**

There are no matters scheduled to be discussed at this meeting that would appear to disclose confidential or exempt information under the provisions Schedule 12A of the Local Government (Access to Information) Act 1985. Should any such matters arise during the course of discussion of the above items or should the Chairman agree to discuss any other such matters on the grounds of urgency, the Committee will wish to resolve to exclude the press and public by virtue of the private nature of the business to be transacted.

### **Questions from the Public**

Questions from the public are not permitted at meetings of the Epsom and Walton Downs Conservators.

## **AGENDA**

### **1. MINUTES OF PREVIOUS MEETING (Pages 7 - 12)**

The Conservators are asked to confirm as a true record the Minutes of the Conservators' Meeting held on 21 June 2021 (attached) and to authorise the Chairman to sign them.

### **2. TATTENHAM CORNER CONVENIENCES (Pages 13 - 52)**

This report considers the options available for the provision or removal of the public conveniences.

### **3. SCHEME FOR BARBEQUES AT THE RACECOURSE (Pages 53 - 66)**

Following the in-principle approval of the use of barbecues at the racecourse during designated periods, the Conservators asked for an operating scheme to be brought forward for final approval.

A scheme was presented to and approved by the Conservators at its meeting 2 March 2020, but never implemented for the intended trial period during 2020, as a result of the Covid 19 pandemic and subsequent National lockdowns.

This report seeks approval for a scheme to enable the in principle conditional permission to use barbecues, to be granted for a trial period during 2022.

### **4. HACK SAND REPLACEMENT (Pages 67 - 74)**

This report accompanies a proposal by the Jockey Club to replace the Hack Sand Ride on Six Mile Hill with a sixteen-metre-wide strip at the bottom of the hill with a Hack Canter area. The Jockey Club have concluded that replacement of the existing Hack Sand Ride would be uneconomical and that they would continue their responsibility for maintaining the proposed Hack Canter area, going forward.

### **5. RURAL DEVELOPMENT FUND – VISITOR TRAILS AND WAYFINDER PROJECT PROGRESS (Pages 75 - 86)**

Following a successful bid to the European Agricultural Fund for Rural Development (EAFRD), the following report provides an update on the grant award and progress to date.

### **6. PROPOSAL TO INSTALL RUNNING RAIL ALONGSIDE KEY GALLOPS AND HORSEWALKS ON EPSOM AND WALTON DOWNS (Pages 87 - 114)**

This report accompanies a proposal from the Jockey Club, seeking the approval of the Conservators for the installation of running rails alongside key gallops and horse-walks on Epsom and Walton Downs.



**7. MID-YEAR BUDGET MONITORING** (Pages 115 - 122)

This item reports on the income and expenditure position as at 31 August 2021 and seeks guidance on the preparation of the budget and precept for 2022/23.

**8. DATES OF MEETINGS IN 2022** (Pages 123 - 126)

The Conservators are requested to agree the dates of their normal meetings to be held in 2022.

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**Minutes of the Meeting of the EPSOM AND WALTON DOWNS CONSERVATORS  
held at the Council Chamber, Epsom Town Hall on 21 June 2021**

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**PRESENT -**

Councillor Liz Frost (the Council) (Chair); Simon Durrant (Jockey Club Racecourses (the Company)) (Vice-Chair); Andrew Cooper (Jockey Club Racecourses (the Company)), Simon Dow (Horserace Betting Levy Board (the Levy Board)), Councillor Bernice Froud (the Council), Councillor Jan Mason (the Council), Councillor Steven McCormick (the Council), Councillor Lucie McIntyre (the Council), Stephen Wallis (Jockey Club Racecourses (the Company)) and Councillor Clive Woodbridge (the Council).

Officers present: Brendan Bradley (Chief Accountant), Amardip Healy (Chief Legal Officer), Tony Foxwell (Senior Surveyor), Mark Shephard (Head of Property and Regeneration) and Tim Richardson (Committee Administrator)

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**1 APPOINTMENT OF CHAIR**

Two nominations for the position of Chair were received, for Councillors Liz Frost and Steven McCormick. A ballot of Members of the Conservators was held, and it was recorded that both nominations had received 5 votes each. Following the announcement of this result, Councillor Steven McCormick informed the Conservators that he wished to withdraw his nomination for the position of Chair.

Accordingly it was resolved that the Conservators appointed Councillor Liz Frost as Chair to hold office until the first meeting of the Conservators held after the Annual meeting of the Borough Council in May 2022

**2 APPOINTMENT OF VICE-CHAIR**

It was resolved that the Conservators appointed Simon Durrant as Vice-Chair to hold office until the first meeting of the Conservators held after the Annual meeting of the Council in May 2022.

**3 MINUTES OF PREVIOUS MEETING**

The Minutes of the previous meeting of the Epsom and Walton Downs Conservators held on 25 January as well as the Minutes of the Special meeting held on 13 April 2021, were agreed as a true record and signed by the Chair.

#### 4 FINAL ACCOUNTS 2020-21

The Conservators received a report seeking approval of its final accounts for the financial year 2020/21.

The Conservators received a verbal introduction from the Chief Accountant.

The following matter was raised by the Conservators:

- a) **Bid for EAFRD funding:** Following a question from a Conservator, the Officer confirmed that the project bid for EAFRD funding had not been budgeted for, as Conservators had decided to remove this budget in March 2020 in order to limit precept increases for 2020/21. During the year however, work costing £3,550 was subsequently required in order to re-submit the bid.

Following consideration, the Conservators resolved unanimously to:

- (1) **Receive the final accounts for 2020/21, subject to external audit;**
- (2) **Approve the Annual Governance Statements as set out in section 1 of Appendix 3 to the report;**
- (3) **Consider and approve the Accounting Statements as set out in section 2 of Appendix 3 to the report;**
- (4) **Confirm that the arrangements for the internal audit as set out in the report are effective for auditing purposes;**
- (5) **Authorise the Chairman and Clerk to sign the Annual Governance Statement and the Accounting Statements on behalf of the Conservators.**

#### 5 STRATEGIC RISK REGISTER

The Conservators received a report presenting the Strategic Risk Register which covers the risks, mitigations, responsibility and action required to manage the risks identified.

The Conservators received a verbal introduction from the Chief Finance Officer.

Following consideration, the Conservators resolved with a majority vote for that the Conservators:

- (1) **Approved the completed Strategic Risk Register**

#### 6 TATTENHAM CORNER CONVENIENCES

The Conservators received a report considering the options available for the provision of public conveniences.

The Conservators received a verbal introduction from the Head of Property and Regeneration.

The following matters were raised by Conservators:

- a) **Reason for proposed locations:** Members spoke about the proposed locations for the conveniences, and asked whether the block could be situated near the Top Car Park. The Officer explained that the block was proposed to be built next to existing adjacent buildings (Tea Rooms and Downkeepers' Hut) to make use of existing services, water and drainage. This would avoid incurring installation costs and is nearer to the main visitor areas.
- b) **Clarification of 'timed doors':** Following a question from a Member, the Officer explained that the 'timed doors' that referred to are where the opening hours of the facilities can be controlled so that the doors could be opened during the day and then locked at a set time in the evening. This would remove the cost involved with employing a keyholder to lock up at the end of the day.
- c) **Potential for visitors centre:** Members spoke about the possibility of a visitors centre combining café and toilets at Tattenham Corner. The Officer noted that a development of this scale would require a large sum of money. It would require external funding and would be a long term project.
- d) **Potential of refurbishing existing block:** Members spoke about the possibility of refurbishing the existing convenience block, and the Officer implemented an additional recommendation to cover the exploration of what this may cost.
- e) **Number of units:** Concern was expressed that the proposed single or double unit facility was a very significant reduction on the current provision. Officers were asked to include costings for multiple units.

The Officer suggested the addition of a Recommendation (3) to read:

- (3) **To explore the cost of re-provision of the existing toilet facility, including addressing any anti-social behaviour that exists.**

This additional recommendation was accepted by the Conservators.

Following consideration, it was resolved unanimously that the Conservators:

- (1) **Agreed to explore with the Jockey Club whether a single, double or triple modular toilet facility can be accommodated directly adjacent to the Tea Hut and if suitable, a costed proposal would be brought back to the Conservators for consideration.**
- (2) **If the Tea Hut option is not feasible, to explore the cost of providing a single, double or triple modular toilet facility adjacent to the Downkeepers' Hut.**

- (3) **To explore the cost of re-provision of the existing toilet facility, including addressing any anti-social behaviour that exists.**
- (4) **The outcome of 1), 2) or 3) above will be reported back to the Conservators at a future meeting.**
- (5) **To agree that the existing facility should remain closed while the alternative options are explored.**

## 7 DERBY UPDATE

The Conservators received a report providing an update on this year's Derby Festival.

Following consideration, it was resolved unanimously that the Conservators:

- (1) Noted the update on the 2021 Derby from Epsom Downs Racecourse.**

## 8 REQUEST FOR A TRAFFIC REGULATION ORDER

The Conservators received a report seeking its approval of a request to Surrey County Council for a Traffic Regulation Order for part of Old London Road.

The Officer noted a typographical error to Recommendation (2), which is to be amended to read:

- (2) If they wish to request a Traffic Regulation Order for either Option 1 or Option 2 as set out at paragraph 2.19 of this report.**

From:

- (2) If they wish to request a Traffic Regulation Order for either Option 1 or Option 2 as set out at paragraph 2.21 of this report.**

The following matters were raised by Conservators:

- a) **Safety:** Conservators raised concerns regarding the safety of the Groundskeepers particularly when faced with asking people to leave the carpark at the time of its closure. It was noted that this task would have to be completed regardless of which option was agreed by Conservators.
- b) **Nature of road:** Following a question from a Conservator, the Officer explained that the request of a Traffic Regulation Order would be to regulate the use of the public road leading to the Top Car Park. The Officer also explained that there are a number of options and considerations for the Racecourse should they be minded to take control over the road in the future.

Following the discussion on this Item, the Conservators voted with 4 Conservators voting for Option 2, 4 Conservators voting for Option 1 and the

Chairman using their casting vote that Option 2 of Recommendation 2 be agreed upon.

Following consideration, it was resolved that the Conservators:

- (1) Agreed to confirm that they wish to request a Traffic Regulation Order for a timed closure of part of old London Road which leads to the Top Car Park;**
- (2) Agreed to request a Traffic Regulation Order for Option 2: Summer and Winter hours:**
  - The Summer hours (1 April to 30 September each year ): road closure from Sunday to Friday overnight each day from 7pm until noon of the next day and on a Saturday from 7pm until 9.30 on a Sunday morning;
  - The Winter hours (1 October to 31 March each year): road closure from Sunday to Friday overnight each day from 5pm until noon of the next day and on a Saturday from 5pm until 9.30 on a Sunday morning.
- (3) Agreed to request the Clerk to the Conservators to write to Surrey County Council to consider the Conservators request for a Traffic Regulation Order at the next available meeting of the Epsom & Ewell Local Committee.**

## 9 HORSERACE BETTING LEVY BOARD: REPRESENTATIVE TO CONSERVATORS

The Horserace Betting Levy Board confirmed that Simon Dow had been re-appointed as their representative to the Conservators for another three years.

*The meeting began at 6.00 pm and ended at 7.26 pm*

COUNCILLOR LIZ FROST (CHAIR)

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## **TATTENHAM CORNER CONVENIENCES**

<b>Head of Service:</b>	Mark Shephard, Head of Property and Regeneration
<b>Wards affected:</b>	College Ward; Town Ward; Woodcote Ward;
<b>Appendices (attached):</b>	Appendix 1 – Confidential modular toilets designs and finishes including photographs Appendix 2 – Confidential existing toilet block refurbishment cost proposal

### **Summary**

This report considers the options available for the provision or removal of the public conveniences.

### **Recommendation (s)**

**The Conservators are asked to:**

**Agree which option to proceed with based on information within this report:**

- (1) Option 1 – Demolition of existing public toilets at a cost of £36,000 funded from the Repairs and Renewals Fund. No toilet facility re-provision.**
- (2) Option 2 - Demolition with potential modular toilet re-provision adjacent to Tea Hut or Downs Keepers Hut at cost of £113,700 leaving a funding shortfall of £39,700 after utilising all remaining reserves.**
- (3) Option 3 - Re-provision of the existing toilet facility at a cost of £240,000 leaving a funding shortfall of £166,000 after utilising all remaining reserves.**
- (4) Option 4 – Demolition of existing public toilets (as per Option 1) together with an undertaking to explore the future re-provision of a toilet facility with stakeholder partners.**

## **1 Reason for Recommendation**

- 1.1 To ensure an affordable outcome for the provision of public toilet facilities on the Downs.

## 2 Background

- 2.1 The main Tattenham Corner public toilets have been closed since March 2020 when the UK first entered lockdown. The disabled toilet is still in use as it forms part of the national radar lock access for the disabled scheme.
- 2.2 The toilets are served by minimal parking with tree coverage to the rear of the building providing concealment. Furthermore, their relatively isolated location (set back from the road with no adjacent buildings), render them extremely vulnerable to vandalism.
- 2.3 They are renowned for debaucherous antisocial behaviour which has been a long-term persistent problem that the police have been unable to prevent.
- 2.4 The Conservators are still incurring some costs for electricity, water and jet washing as the public continue to urinate and defecate around the perimeter of the building.
- 2.5 A report was taken to the Conservators on 21 June 2021 explaining the options available for the potential reprovision of the facilities.
- 2.6 The Conservators' 60% preceptor (Epsom & Ewell Borough Council) has set itself a £12,000 saving target on the annual precept it pays to EWDC, agreed at Strategy & Resources Committee on 21 September 2021.

## 3 June 2021 Conservators meeting: Points / clarifications

The Minutes recorded:

- 3.1 **Reason for proposed locations:** Members spoke about the proposed locations for the conveniences, and asked whether the block could be situated near the Top Car Park. The Officer explained that the block was proposed to be built next to existing adjacent buildings (Tea Rooms or the Downskeeper Hut) to make use of existing services, water and drainage. This would avoid incurring installation costs.
- 3.2 **Clarification of 'timed doors':** Following a question from a Member, the Officer explained that the 'timed doors' that were referred to in the report were doors which are open throughout the day and then locked at a set time in the evening. This would remove the cost involved with employing a keyholder to open and lock up at the end of the day.
- 3.3 **Potential for visitors centre:** Members spoke about the possibility of a visitors centre combining café and toilets at Tattenham Corner. The Officer noted that a development of this scale would require a large sum of money. It would require external funding and would be a long-term project.

- 3.4 **Potential of refurbishing existing block:** Members spoke about the possibility of refurbishing the existing convenience block, and the Officer implemented an additional recommendation to explore what this may cost.

**4 June 2021 Conservators meeting: Recommendations approved**

The following recommendations were approved:

- 1) *To explore with the Jockey Club whether a single or double modular toilet facility can be accommodated directly adjacent to the Tea Hut and if suitable, a costed proposal will be brought back to the Conservators for consideration.*
- 2) *If the Tea Hut option is not feasible, to explore the cost of providing a single or double modular toilet facility adjacent to the Down Keepers Hut.*
- 3) *To explore the cost of re-provision of the existing toilet facility, including addressing any anti-social behaviour that exists.*
- 4) *The outcome of 1), 2) or 3) above will be reported back to the Conservators at a future meeting.*
- 5) *To agree that the existing facility should remain closed while the alternative options are explored.*

The actions (as per the approved recommendations above) are considered below.

**5 Explore with the Jockey Club whether a single or double modular toilet facility can be accommodated directly adjacent to the Tea Hut**

- 5.1 Discussions have taken place and the Jockey Club has reiterated that whilst they own the Tea Hut, the financial responsibility for a potential new toilet facility adjacent to the Tea Hut remains with the Conservators.
- 5.2 The Jockey Club is however, open to the possibility of a single or double modular public toilet built adjacent to the Tea Hut. This would need to be on the basis it is funded from the Conservators budgets, under the normal 60%/30%/10% split of costs if funds were available.
- 5.3 The existing Tea Hut is in relatively poor condition and requires extensive repairs. There is the potential to replace the Tea Hut and provide a combined new Tea Hut and modular toilet unit. This was discussed with the Jockey Club who will take the proposal back to their property team, but caution was expressed that this was unlikely to be of interest.
- 5.4 The Jockey Club has confirmed that both the Tea Hut and Down Keepers Hut are potential locations for a single or double modular toilet facility. Each location offers adequate parking and suitable services for new utility and water connections.

**6 If the Tea Hut option is not feasible, to explore the cost of providing a single or double modular toilet facility adjacent to the Down Keepers Hut**

- 6.1 It was initially assumed for operational reasons that the Jockey Club's gated access adjacent to the Downs Keepers Hut would need to be retained. However, the Jockey Club has confirmed that the access could be relocated to accommodate a public toilet facility.

A detailed proposal for a single, twin and triple modular facility is attached at Appendix 1 and confirms the following indicative manufacturer costs:-

- Single - £51,600
- Double - £70,800
- Triple - £87,000

- 6.2 The costs are for a basic specification modular toilet with a flat roof. Additional cost would be incurred to provide a pitched or green roof and oak or brick cladding. To match with the Downs Keepers or Tea Hut buildings would require waney edge oak cladding at a further cost of £1,800.

- 6.3 The supplier has confirmed that the timed opening and closing mechanism would be included as standard at no extra cost.

- 6.4 Other options available are coin operation access and contactless payment for toilet use. Based on a charge of 50p, the income generated of c£6,000 per annum would potentially self-fund the cleaning and maintenance costs (based on c20,000 users per annum). Increasing the charge to £1 would potentially allow an extra contribution to repay the capital investment.

- 6.5 The additional cost of coin operation would be £2,340. Contactless payment is preferred as cash collection would incur additional staff resource at a time when the Council and most organisations are moving away from cash. The cost of a contactless payment system would be £1,500 and considered the preferred option.

- 6.6 The interior of the standard modular toilet is designed to last for 25 years and the structure for 40 years. The new fittings and fixtures would be relatively easy to clean and robust to tolerate public use. However, it should be appreciated that no facility will withstand repeated and sustained vandalism.

- 6.7 Site preparation ground works i.e. foundation and installation of services can be undertaken in advance in readiness for connection. The cost of this work is budgeted at approximately £18,000.

- 6.8 The total cost to demolish the existing toilets and re-provide a basic single modular toilet re-provision next to either the Tea Hut or Down Keepers Hut is:

Demolition of existing toilets	£36,000
Foundations & services	£18,000
Basic single modular toilet	£51,600
Contactless entry	£1,500
Waney edge cladding	£1,800
Planning permission & survey fees	£4,800
<b>Total</b>	<b>£113,700</b>

- 6.9 £113,700 is the total cost is for a basic single modular toilet only, this provides a clean new modern toilet facility with suitable existing parking. The corresponding cost for a double modular toilet is £132,900 rising to £149,100 for a triple toilet facility.
- 6.10 The advantage of the proposed locations of either the Tea Hut or Downs Keepers Hut is that they are not hidden away benefit from full view of the public. Other benefits include reduced running costs of the new facility and the anticipated reduction in anti-social behaviour.
- 6.11 The annual estimated running costs would be approximately £6,000 for cleaning, consumables and pest control, with a further £2,400 per annum for maintenance.
- 6.12 These figures are based on cost from the Council's existing clearing and FM contractor for a similar sized building.

## **7 Re-provision of existing toilet facility and addressing anti-social behaviour**

- 7.1 A detailed condition survey has been carried out on the existing building and priced by a toilet refurbishment contractor to undertake a full repair and refurbishment. The proposal is attached at Appendix 2 at a cost of £240,000 (inclusive of VAT).
- 7.2 The existing building is in extremely poor condition both internally and externally and requires extensive refurbishment.
- 7.3 The location of the existing structure is isolated with minimal parking, shrouded by trees and due to its isolation, the male toilets suffer from severe sexual deviant behaviour. This is evidenced by the metal cubicle panels and doors being constantly damaged by the drilling of large holes.

- 7.4 CCTV could be installed but this would not solve the issues as the toilets are not staffed. Without a permanent presence on site, the anti-social behaviour will continue if the toilets are reopened.
- 7.5 The costs include for internal and external refurbishment and repairs but would not deal with the isolated location, the anti-social behaviour, the lack of parking and the fact that the existing toilet provision is in the wrong location for the majority of public using the Downs.
- 7.6 The fundamental issue for the Conservators to consider is that a refurbishment will not deter future anti-social behaviour or vandalism.
- 7.7 There is no guarantee that newly refurbished toilets will be treated any differently than the existing. Furthermore, the maintenance and repair costs of such large public toilets is excessive in comparison to a small modular unit.

## **8 Demolition of existing public toilets:**

### **8.1 Without re-provision**

- 8.1.1 The existing concealed location of the toilets inherently contributes to anti-social behaviour and frequent vandalism. They are also poorly located and not particularly close to the more heavily used public areas such as the Tea Hut and its car park.
- 8.1.2 Demolition would cost approximately £36,000 and would prevent the anti-social behaviour associated with the public toilets and remove all future maintenance and responsibilities.
- 8.1.3 The existing public toilets are located within a Conservation Area and would require planning permission for their demolition.

### **8.2 Combined with an undertaking to explore the future re-provision of a toilet facility with stakeholder partners**

- 8.2.1 If the existing public toilets were demolished, the desire to re-provide a future toilet facility would be explored with stakeholder partners.
- 8.2.2 To retain the option of possible future re-provision on the Downs (being located in the Green Belt), the footprint of the existing building would be preserved by retaining its concrete base foundation.
- 8.2.3 Current discussions with the Jockey Club would be widened to include other potential partners. For example, these may include Surrey County Council and other public organisations with possible access to community funding.

8.2.4 In addition, charitable organisations (together with commercial companies operating a community funding programme) would be considered subject to meeting their funding eligibility criteria.

## 9 Options Summary

9.1 The options are set out below in ascending order of cost:-

Option	Capital Cost	Revenue Cost
<b>1. Demolition of existing public toilets. No re-provision.</b>	£36,000	None
<b>2. Demolition of existing public toilets. Single modular toilet re-provision adjacent to Tea or Down Keepers Hut.</b>	£113,700	£8,400 pa  (potential to substantially reduce if a 50p charge is implemented).
<b>3. Re-provision (full refurbishment) of the existing public toilets.</b>	£240,000	c£24,000 pa
<b>4. Demolition of existing public toilets. Undertaking to explore re-provision with stakeholder partners.</b>	Immediate cost as Option 1  Future cost unknown	

## 10 Risk Assessment

Legal or other duties

### 10.1 Impact Assessment

10.1.1 An Equality Impact Assessment would be undertaken for any decision leading to the closure of the existing public toilets.

### 10.2 Crime & Disorder

10.2.1 Due to the inherent location and design of the existing facilities as described in this report, the facilities attract anti-social behaviour and frequent vandalism.

### 10.3 Safeguarding

10.3.1 Not applicable.

10.4 Dependencies

10.4.1 Planning permission would be required for demolition.

10.5 Other

10.5.1 None.

## 11 Financial Implications

11.1 The Conservators are unable to recover VAT and accordingly, all figures shown in this report are inclusive of VAT at the standard rate of 20%.

11.2 The Conservators' annual budget to operate the toilets is £19,265 including approximately £1,250 pa attributable to vandalism. The Council contributes £11,560 by way of a 60% precepts contribution, with the Racecourse contributing £5,780 and the Training Board £1,925.

11.3 In reserves, the Conservators currently hold £40,500 in the repairs and renewals fund (which covers any repairs, potholes, vehicles, buildings, gates etc) and £62,000 in the working balance reserve.

11.4 However, as identified in the separate budget monitoring report on this agenda, the reserves are forecast to decrease to £74,000 at 31 March 2022, owing to an in year deficit on the revenue budget and contributions to fund the EARDF project.

11.5 **Section 151 Officer's comments:**

11.6 At a cost of £113,700 for Option 2 and £240,000 for Option 3, the Conservators are significantly short of having funds to deliver either option.

11.7 Options 1 and 4 appear to be the only affordable options within existing resources. The £36,000 demolition cost could be funded from the Repairs and Renewals Fund. Options 1 and 4 could also enable the Conservators to substantially achieve the preceptor's target saving of £12,000 as the current £19,265 budget for operating toilets could be saved.

## 12 Legal Implications

12.1 There are no legal implications arising from the contents of this report.



- 12.2 **Legal Officer's comments:** Public toilet provision is an emotive subject. The provision of toilets is however, a discretionary service and therefore Members can decide whether it wishes to continue with the provision of public toilets and if so how. In coming to a decision, it will be necessary to comply with the public-sector equality duty and ensure that appropriate related impact assessments are carried out informed by appropriate consultation. Otherwise the approach advocated / options presented are within the Council's duties and powers and represent a reasonable approach to working through the issue. The report gives options for Members to make a significant step in helping to balance the Council's budget.

### 13 Policies, Plans & Partnerships

- 13.1 **Council's Key Priorities:** The following Key Priorities are engaged: Opportunity and Prosperity, Effective Council.
- 13.2 **Service Plans:** The matter is included within the current Service Delivery Plan.
- 13.3 **Climate & Environmental Impact of recommendations:** Not applicable.
- 13.4 **Sustainability Policy & Community Safety Implications:** Not applicable.
- 13.5 **Partnerships:** The Jockey Club, Training Board and EEBC are represented by Members on this Committee.

### 14 Background papers

- 14.1 The documents referred to in compiling this report are as follows:

**Previous reports:**

- Tattenham Corner Conveniences, Report to EWDC 21 June 2021

<https://democracy.epsom-ewell.gov.uk/ieListDocuments.aspx?CId=170&MId=1057&Ver=4>

**Other papers:**

- None

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## Response to enquiry for a toilet on Epsom Downs



**FOR**

**Epsom and Ewell Borough Council**



**16<sup>th</sup> July 2021**



## Contents

1. Introduction
2. Capital Costs
3. Environment
4. Specification

**Enclosures: Access Control Options, Two Drawings**

## **Introduction**

Thank you for the opportunity to consider new toilets at Tattenham Corner, and please find enclosed our suggestions below.

Healthmatic has for over 30 years had an absolute focus on the design and management of public toilets. The different approaches over this period have been steadily improved as building techniques change and different materials become available.

We have been to the site, and considered the local environs, as well as the likely usage of the facility – although this is very difficult to estimate as a one off consideration.



A 2020 delivery to Plymouth City Council

## 1. Capital Cost of the Unit

There are a number of variables to calculating the capital and per annum cost for a toilet.

1. The primary driver is the capital cost of the unit.
2. Who is responsible for the groundworks costs.
3. The length of contract over which capital can be repaid.
4. Whether cleaning and/or maintenance included in the “per annum” cost.
5. Whether Utility usage is included.
6. Whether Usage Income from usage is included.
7. Is it possible for any sublets in the space to provide offsetting income.

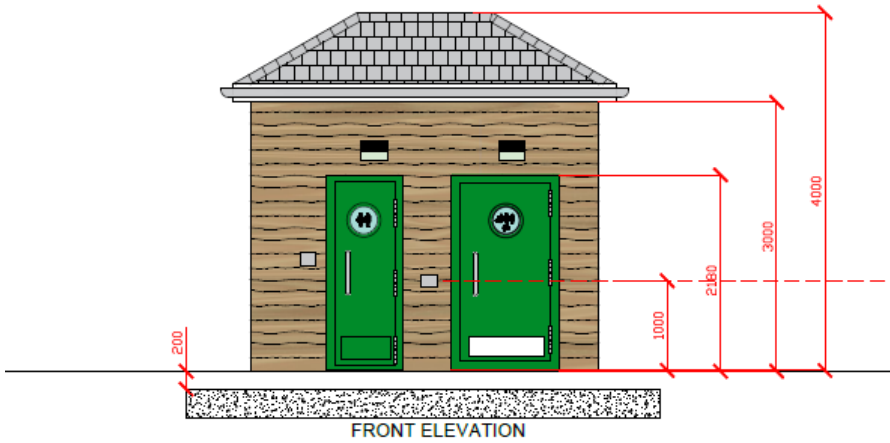
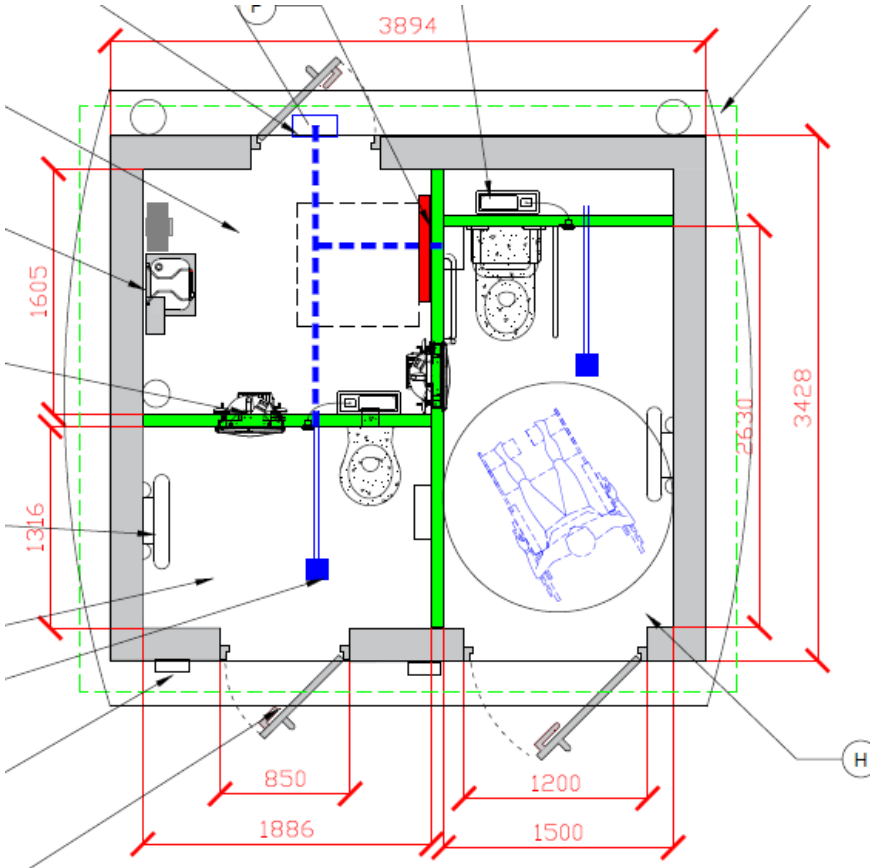
A single cubicle toilet, installed to a prepared base, will cost approximately £43,000. If this was paid over 15 years, the cost would be £4300 per annum. A Twin Cubicle will cost approximately £59,000, and a three cubicle toilet, £72,500.

Note- Timed open/close is included as standard. The cost of an access control system would be in addition to this. If Contactless is required, it is approximately £2000 per door.

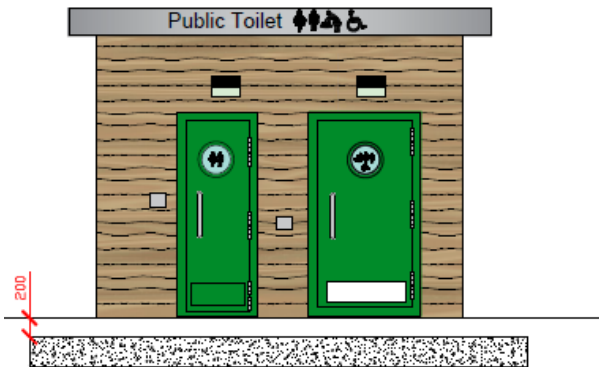
The toilets on the Downs will be very busy, especially on the big events and Summer weekends. But as we have seen, it will be busy/active everyday. We don't have the statistics on how busy, but we have some idea as we manage similar sites in a number of high tourism/park areas. ( For example, Royal Parks, Wildlife sites).

Each regular cubicle in a direct access style toilet can handle up to 110 people per day. Peak requirement on the Downs, with a charge for use, is likely to be around 300 users. Given that this is the peak, there is no point in sizing the unit to anything above this, and in fact there is some sense to under sizing and accepting a small queue on the big days. This will depend on budget. There is then the need for babychanging, outside showers and preferably an easy to access Accessible toilet.

Based on these assumptions, and ignoring the capital cost for now, we would suggest a toilet with one unisex cubicle and one accessible cubicle. This would cover the requirement for 95% of the year. We have included two images, one with the roof in a similar style to the current building, and the other a flat roof, not trying to replicate, but compliment. The footprint for this might look like:



or

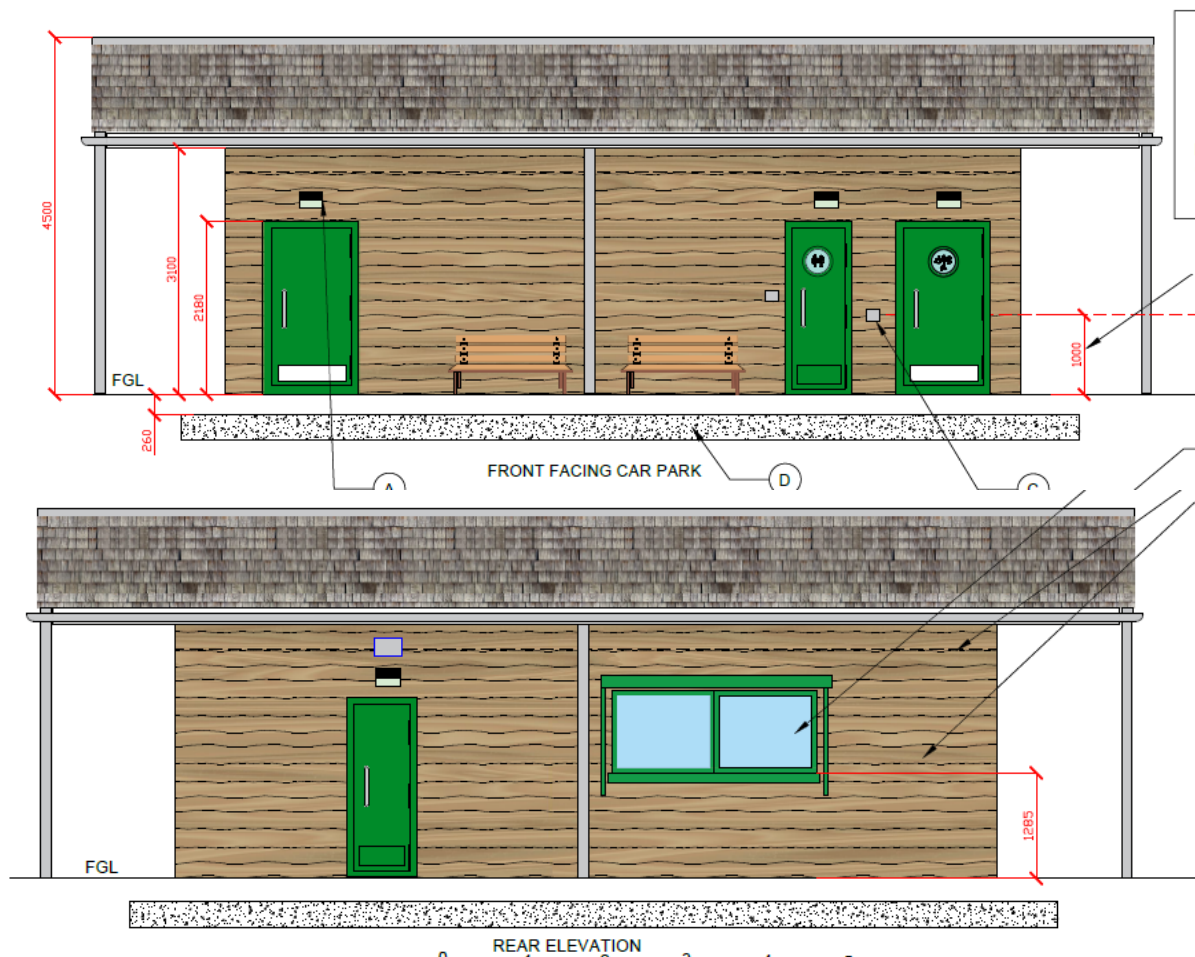


A toilet with this footprint and high specification will be costing more like £59,000 – plus the costs of the access control, £2000 per door – a total of £63,000. The groundworks would be in addition, and would be something approaching £18,000, assuming the utilities are all in close proximity. But we understand that this is something the Council would undertake.

This is drawing “Twin Toilet Beside Cafe - Epsom Downs.pdf”

Alternatively, and honestly the better option, is to be slightly more ambitious and replace the current building which being frank, is genuinely poor.

If this was case, we would suggest incorporating the toilets and the café into one structure. The outcome would be more akin to:



This option would require demolition, and slightly larger scale groundworks. The building itself would be in the region of £85,000, but we haven't done a detailed analysis of this, and it would be very dependent on what's included in the Kitchen area.



## 2. Groundworks

Approximately half our installations, we complete the project from start to finish, act as principle contractor and deliver a turn key project. The other half will have a mix of activities completed by different parties. One of the main areas is groundworks. Often, the Council may have its own groundworks teams which it prefers to use, or there may be a preferred contractor who works in the area.

In general, there is unlikely to be a great variation in costs, but the responsibilities do then vary. We prefer to act as principle contractor if possible as it removes any of the blames game is something does go wrong – if we're in charge, there is only one place for the Council to look.



The building will arrive as a single piece, probably with the slightly more extravagant roof arriving separately.



### **3. Length of Contract**

Most installations we complete are paid with capital, and some are paid over a period of time. In the cases of toilets being paid over a longer period, it will almost certainly be the case that we are managing the toilet as well, with all the costs wrapped into one fee.

As with waste trucks, and other lease or rental arrangements, the longer the contract, the lower the annual cost of the capital element of the repayment.

The time from order to delivery will be in the region of 12-14 weeks.

### **4. Cleaning and Maintenance**

We clean and maintain a high proportion of our own installations. Sometimes this is a strategic move by the customer, and sometimes it's a default option as they don't have an incumbent. In either case, it can either be included with capital costs in an annual fee or not.

### **5. Utility Usage**

The annual costs of utilities in the current Epsom Downs toilet are expected to be high – we don't know the details, but our experiences on these facilities has always been on the expensive end. Going forward, with a brand new efficient toilet, with low water use, no leaks, LED lights and natural light where possible, we would expect the utility costs to be less than £3000 on the basis of 40,000 users. In fact it should be closer to £2500, but we need to understand more about usage to confirm this.

### **6. Usage Income**

In the layout of the toilet above, we would be able to handle comfortably 40,000 users. We don't know if that's the right number until we have discussed this on site with you, but the building is easily capable of this.

Depending on charge, this can bring some substantial offsetting income. We would strongly suggest that it is all contactless, making use and management much simpler.

At 40p, the income will help pay the running costs. We would be wary of setting the budget however based on 40,000 users, but be more conservative at 20,000. At 40p, the gross income would be approximately £6000 allowing for tailgating by some.

In some contracts we keep risk and the income and use it to offset our charge to the Council. In others the Council receives it direct, taking the risks and rewards themselves. The advantage of the former is that we can fix a price for you in year 1 which will cover all costs net of income, with the annual cost only varying by inflation.



A door with contactless and coin options

## 7. Sublets

An efficient way to help you reduce the annual cost is by introducing rent paying customers in to sections of the new building. The tenant not only provides rent, but also provides valuable oversight to the area. In about 30% of our toilets now, we include a sublet style opportunity. Sometimes it's just an office, but can be for cafes, storage or a Timpsons style service.

In the Epsom site, there is already a tenant, but the actual value of the tenancy is diminished by the quality of the building.

Our belief is that by improving the site, the landlord will be able to procure a higher return from the building/location. In fact, I would believe that the site would support a more ambitious plan than our proposal, but that would be well beyond this remit.



### **Sustainability and the Environment**

The environment and sustainability are core to the design of the toilet. They go hand in hand with efficiency and lower operational costs and therefore are vitally important to the initial design.

The measures we would take include:

- 1) The toilet is powered down when not “engaged” and only turns on lights, ventilation and hot water systems when the user enters the toilet. They switch off automatically when the user exits.
- 2) We use Wallgate Thrii washbasins in all our toilets. They use exceptionally low power and water:
  - Less than 0.3 litres of water is dispensed per cycle
  - Less than 0.02 KWh is used per operation
  - Instant water heater consumes power only when in use
- 3) We have installed a number of toilets recently with sedum roofs. Most recently across Kent into Swale and the Isle of Sheppey. These reduce the carbon in the atmosphere, and look great – but they do require some maintenance.



- 4) The DVS flush system can be adjusted between 1 & 6 seconds to deliver the optimum flush but typically uses 6 litres / flush
- 5) Solar panels on the roof will help offset the electricity usage, and work well in seaside locations. They can be targeted by vandals however.



- 6) Lighting 2 X 6w LED lights PIR triggered per cubicle when occupied.
- 7) Water heater in service room for cleaner 3kw – only operational when required.
- 8) Sun Pipes to bring natural light direct into the building ( quite expensive but good)
- 9) Exterior light switched by dawn to dusk sensor 6w. If only triggered by PIR, then this can be individually solar powered.



Measures which we have found to be unsuccessful in public toilets include:

- Its probably unenviromental to say, but we have found that grey water causes more problems than it solves in beach locations. The main reason is that the peak usage is when the sun comes out and it doesn't rain – so there is no grey water. We have used them to great effect in the Brecon Beacons, but they will have very limited impact in Rother.
- Low water flush toilets like Propelair. They work very well in office and commercial premises type environments, but when users try and put their trousers down the toilet, or shoes or other non typical things, they become very expensive to fix.

We have listed below the specification which we believe will meet the requirements:

### **Healthmatic Touchless Toilet Specification (with Waney Board)**

#### **Doors:**

Healthmatic Specialist Public Toilet Door with options for free entry, coin, contactless and access pad entry

- Galvanised and powder coated in RAL Colours
- Integrated closer
- Strike Lock 12/24V DC door monitoring – improved for user safety & security
- Twin Deadlocks to close down cubicle
- Auto lock (am) and unlock (pm), fully adjustable to suit requirements

Option: Stainless steel ‘porthole’

#### **Interior Walls:**

Either - ‘Johnson’ ZUBA1F 600x300 wall tiles (Client colour choice)

Or: Trespa high performance laminate

#### **Wash hand basin / hand dryer / soap dispenser:**

Solid Surface Wallgate Thrii® Handwash ‘no touch’ soap dispenser / hand wash & dry / flush mounted with services concealed in the service corridor / Hot Water temperature controlled by thermostat. No hot water therefore stored on site. (Client colour choice)

#### **Mirror:**

Stainless steel mirror

#### **Toilet Pan:**

Wallgate Solid Surface toilet pan. Plumbed to the main water supply, automatic ‘no touch’ DVS flushing system. (Client colour choice)

#### **Lighting:**

Twin energy saving 28W 2D opal polycarbonate low energy bulkhead style lights

Auto illuminate/switch off using internal PIR and ambient light setting– Emergency back-up

#### **Ventilation:**

Extract ventilation, triggered by PIR on entry, and time lapse switch off

#### **Floor:**

Either –Heavy Duty Altro Non-Slip Vinyl in all areas for user safety, hygiene, ease of cleaning, and long life wear resistance.

Or ‘Johnson’ 10mm anti-slip, ‘Dorset Grey’ floor tiles

All cubicles fitted with square or lateral drain

**Babychange:**

Option for Babychange. Fold down table by babypoint.

**Waste, Sanitary and Sharps Bins:**

Options for:

- Stainless steel Sharps bin, fitted through wall into service area.
- Solid surface single bin ( By Wallgate)
- Stainless Steel twin Bin, fitted through wall into service area. ( Marked for Sanitary, Sharps, General waste as required)
- Solid surface OR Stainless Steel Integrated Three in One bin and dispenser – Sharps, toilet paper and general waste bin

**Accessible cubicle:**

Low-level & mid height alarm pull cord to activate audible warning signal plus activates external flashing red light – with internal cubicle reset

Two Coat Hooks

High visibility contrasting colour coated steel support-rails

Door fitted internally with full width pull handle

Additional Options:

Colostomy shelf

Babychange

Pull cord replaced with twin EAO push button bezzles

**Service Area:**

An area within the existing building to be prepared for 'service' access to electrical / mechanical and consumable equipment to replenish same. To incorporate a stainless steel sink unit.







## Epsom and Ewell Borough Council

*Proposal: Public Toilet Block (By Racecourse)*

To: Dmitrijs Isnijazovs

Issued By: Kyle Doouss

Issue Date: 08.09.2021

Furniture and interiors division  
of the HBS Group of Companies.

8th September 2021

Dmitrijs Isnijazovs  
Epsom and Ewell Borough Council  
Town Hall  
The Parade  
Epsom  
Surrey  
KT18 5BY.

Dear Dmitrijs

Thank you for the opportunity to provide you with our proposal and solution for your public toilet refurbishment requirements and for providing the information to make this possible.

We believe that Epsom and Ewell Borough Council not only needs a supplier who can effectively and competitively supply their requirements, but also the assurance of a family run business, dedicated to keeping their promises and exceeding your expectations.

Our friendly and helpful staff will always ensure that only the very highest level of customer service is given, to ensure you enjoy total peace of mind.

We trust that the following proposal meets with your approval and we look forward to being of service to you.

Thanking you in anticipation.

Yours sincerely

Kyle Doouss  
Director  
DDI: 0845 383 0056  
[kyle.doouss@brookhouseuk.com](mailto:kyle.doouss@brookhouseuk.com)

Eddie Goody  
Project Manager  
DDI: 0845 383 0058  
[eddie.goody@brookhouseuk.com](mailto:eddie.goody@brookhouseuk.com)

Caleb Horner  
Operations Manager  
DDI: 0845 383 0052  
[caleb.horner@brookhouseuk.com](mailto:caleb.horner@brookhouseuk.com)

## Introduction

Brookhouse is the furniture and interiors division of the HBS/Half Moon Group; a family owned and run business, established in 1973, specializing in commercial interior designs and fit-outs.

At Brookhouse the customer is central to the whole process of ensuring they receive value throughout the whole process resulting in an outcome that enhances the working environment.

The whole Brookhouse team is committed to delivering on our promise to provide you with a streamlined and hassle free experience.

With Group sales approaching £10 million, Brookhouse forms part of a large global buying group. This gives you the benefit of local service combined with global buying power.

Brookhouse is based in Colchester and is supported by our Head Office located in Hemel Hempstead and distribution facility in Essex. Brookhouse provides furniture and fit-out to both the private and public sector throughout London and the Home Counties.

### **Our company mission statement is as follows:**

*“We aim to provide the right solution with the right design at the right price in the right time scale with 100% customer satisfaction, efficiently and sustainably”*

The Directors are also proactively engaged within the business including personal contact with key accounts.

We look forward to Epsom and Ewell Borough Council joining our client base of satisfied customers.

### **Benefits to the Epsom and Ewell Borough Council**

Below are just some of the benefits we can offer:

- Honesty, integrity and quality from a family company
- 100% commitment to fulfil all your requirements
- Single source for all your supplies and services
- Dedicated office based contact
- Provide specialist solutions, knowledge and advice
- Many years' experience in office furniture and refurbishment
- Free site survey and measure up for scale drawings
- Free space planning including 3D CAD drawings if required
- Complete stress-free project management including working to building notice and satisfying H&S.E.

Brookhouse guarantees the Epsom and Ewell Borough Council a completely hassle-free service

## **Brookhouse Credentials**

### **Bona Fide**

Brookhouse only work with CSCS registered and DBS approved sub-contractors for work that we may need to subcontract. In these circumstances we will act as the Main Contractor and ensure that our sub-contractors have the necessary cover and we guarantee their work.

### **Insured**

Brookhouse has the following insurance cover;

*Public Liability cover to £5,000,000*

*Product Liability covers to £5,000,000*

*Employee Liability covers to £10,000,000*

### **Qualified**

In the case of any work being undertaken involving electrics we will only use NIC EIC approved contractors or a similar certified standard and a copy of all reports on completion will be enclosed in the sign-off booklet at the end of the project.

All work involving gas will only be undertaken by qualified CORGI registered plumbers a copy of their certificate will be available on request.

### **Health and Safety**

Hot works are avoided wherever possible but should there be a requirement involving hot works this will only be undertaken with a hot works certificate and will be done in compliance with those conditions. This will need signing off by a member of the staff or - in the case of us key-holding the project – the site foreman. This will mean no hot works after half an hour before leaving the site and a fire extinguisher or suitable extinguishing equipment will be on hand. If smoke detectors are in the area these may need covering up and will be reinstated on completion.

All site workers will sign in using a Contractors Register on entering and leaving the site and an accident book will be made available at that point for the unlikely event of an accident.

### **The Environment**

Brookhouse support the environment wherever possible and use only timber from SSF approved suppliers wherever possible.

The company has various recycling programmes and is always taking steps to ensure reduction of our carbon footprint.

### **Human Resources**

The Directors of Brookhouse have been DBS checked due to working in close conjunction with children. We ensure all our tradesmen are of a quality that we can trust in accordance with our company ethos; a copy of which is available on request.

All tradesmen are taken on for their ability to work well and safely to a recognised quality and no discrimination is allowed in our recruitment process in accordance with our anti-discrimination policy.

### Risks Assessed

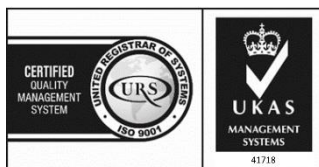
All tradesmen will be instructed in general site safety prior to commencement of work and will have undertaken training on any equipment that they use. All projects are assessed for risks prior to commencement and this will be monitored throughout a project by the site foreman.

Tradesmen will wear safety footwear with toe protection at all times and have access to all applicable PPE.

### Waste Removal

Brookhouse will take responsibility for the removal of waste from site if necessary.

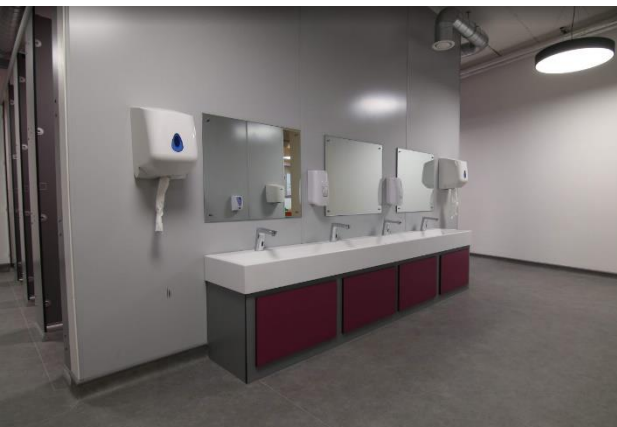
In the case of Epsom and Ewell Borough Council having any queries or concerns about the project workers or methods at any time, please speak to either; myself or the site foreman at that time.



## Photos of Recently Completed Projects









### Epsom and Ewell Borough Council Project Mission

Epsom and Ewell Borough Council requires the complete refurbishment of the public toilet block next to the racecourse. There is currently an issue with serious vandalism.

- They require one company to manage the entire project
- The new specification must meet current legislation and general standards and materials in use

**Please see separate design proposal**



## Specification of Works/Project Brief

### Project Details

	Description	Quantity	Unit
<b>1.0</b>	<b>Demolition and Strip Out</b>		
	To allow to remove existing vinyl flooring	1	Sum
	To allow to remove existing timber ceilings	1	Sum
	To allow to remove toilet partitions	1	Sum
	To allow to remove existing washroom Inc. sanitaryware and fittings	1	Sum
	To allow to pressure wash external walls and clean up vegetation	1	Sum
	To allow to remove and dispose of waste off site	1	Sum
	<b>Demolition and Strip Out Total</b>		<b>£5,769.23</b>
<b>2.0</b>	<b>Building works</b>		
	To allow to remove and replace all external windows and doors	1	Sum
	To allow to strip off existing roof tiles and re-roof	1	Sum
	To allow to replace all soffits and fascia's with PVC	1	Sum
	To allow to replace existing centre box guttering	1	Sum
	Provisional sum to allow to replace any rafters or structural timberwork to be replaced	1	Sum
	To allow to patch up render to front of building and recoat front and back with coloured polymer render	20	Sum
	To allow to patch up tarmac outside Gent's entrance	1	Sum
	To allow to supply and install solid studwork partitions to Gent's cubicles	1	Sum
	<b>Building works Total</b>		<b>£40,669.23</b>
<b>2.0</b>	<b>Ceilings</b>		
	To allow supply and install plaster board ceilings	70	Sqm
	To allow dryline ceilings and make ready for decoration	1	Sum
	<b>Ceilings Total</b>		<b>£6,346.15</b>
<b>3.0</b>	<b>Joinery</b>		
	To allow to supply and install paint grade solid doors to Gent's cubicles	4	Sum
	<b>Joinery Total</b>		<b>£2,769.23</b>
	<b>Power</b>		
	Make necessary adjustments to make safe for works	1	Sum
	To supply and install fused spurs for hand wash dryers	9	Sum
	To supply and install fused spurs for push button flush system	4	Sum
	To supply and install new distribution board	1	Sum
	Carry out required test, commission and provide certificate	1	Sum
	<b>Power Total</b>		<b>£3,885.71</b>
<b>5.0</b>	<b>Lighting</b>		
	To allow to supply and install LED lighting batons to ceiling	10	Sum
	To allow to supply and install downlights to cubicles	9	Sum
	To allow to supply and install all new switching	3	Sum
	To allow to supply and install emergency lighting	6	Sum
	To allow to supply and install external lights	3	Sum
	Carry out required test, commission and provide certificate	1	Sum
	<b>Lighting Total</b>		<b>£5,171.43</b>

<b>6.0 Fire Alarm &amp; Smoke Detection</b>		
No works allowed for within this quote		
<b>7.0 Data Cabling</b>		
No works allowed for within this quote		
<b>8.0 Security &amp; Access Installation</b>		
No works allowed for within this quote		
<b>9.0 HVAC (Heating, Ventilation and Air Conditioning)</b>		
To allow to supply and install extraction to all washrooms and cubicles	1	Sum
	<b>HVAC Total</b>	<b>£2,425.00</b>
<b>10.0 Plumbing</b>		
To allow to isolate connections and strip out	1	Sum
To allow for all associated plumbing works including first and second fix and hot and cold water supply	1	Sum
	<b>Plumbing Total</b>	<b>£5,000.00</b>
<b>11.0 Toilets/Washrooms</b>		
To allow to supply and install full height (2200mm) Solid Grade Laminate (SGL) WC cubicles with aluminium non-corrosive fittings to Ladies washroom	5	Sum
To allow to supply stainless steel back to wall toilets	9	Sum
To allow to supply stainless steel DDA toilet and cistern	1	Sum
To allow to supply infra-red flush activation	1	Sum
To allow to supply stainless steel wall hung urinal troughs with stainless cistern and mains powered water watch	3	Sum
To allow to supply concealed cisterns	9	Sum
To allow to supply recessed stainless steel hand wash dryers	9	Sum
To allow to supply new metal jumbo loo roll holders	10	Sum
To allow to supply safety backed mirror	3	Sum
	<b>Toilets/Washrooms Total</b>	<b>£51,090.04</b>
<b>12.0 Hygiene cladding</b>		
To allow to supply and install stainless steel cladding to all walls and doors	1	Sum
	<b>Hygiene cladding Total</b>	<b>£35,538.46</b>
<b>12.0 Decoration</b>		
To allow to prepare all surfaces for decoration	1	Sum
To allow to decorate walls and ceilings with 2 coats of emulsion	200	Sqm
To allow to decorate door frames with undercoat and satin/gloss	4	Sum
	<b>Decoration Total</b>	<b>£3,392.31</b>
<b>13.0 Flooring</b>		
Provisional sum to allow to prepare floor ready for epoxy resin flooring	1	Sum
To allow to supply and install safety epoxy resin flooring to washrooms	70	Sqm
	<b>Flooring Total</b>	<b>£21,538.46</b>
<b>14.0 Blinds</b>		
No works allowed for within this quote		
<b>14.0 Audio Visual &amp; Acoustic Works</b>		
No works allowed for within this quote		
<b>15.0 Signage</b>		
No works allowed for within this quote		

**16.0 Health and Safety**

To allow for the production of site-specific RA/MS, Site Health and Safety File and other statutory documentation as required	1	Sum
To allow for the provision of health and safety signage for the duration of the project	1	Sum
<b>Health and Safety Total</b>		<b>£307.69</b>

**17.0 Professional Fees**

Building Control		
<b>Professional Fees Total</b>		<b>£1,000.00</b>

**18.0 Project Management**

To allow for full management of the project including site supervision, inductions and administration of all works during period of the project	1	Sum
<b>Professional Fees Total</b>		<b>£5,384.62</b>

**Total Project Investment (ex VAT) £190,287.56**

**19.0 Contingency**

Contingency @ 5 % (to be agreed)		
<b>Contingency Total</b>		<b>£9,514.38</b>

**Total Project Investment including contingency (ex VAT) £199,801.94**

### Assumptions

On the presence of asbestos within the areas being worked: A copy of the asbestos report must be shown to us by law before acceptance of the order.

In the event of asbestos being discovered then the work may have to be aborted until a specialist survey has been undertaken and any required works completed to the accepted standard. This will incur extra costs which will be charged accordingly; any time related agreements will be suspended until it is deemed safe to recommence operations.

That the site will be clear and access available from the agreed date. Due to the requirement to allocate labour and appropriate resource any change to the agreed date can affect the commencement of the project and the final completion date. This could result in additional costs being incurred and charged accordingly.

Project delays due to incomplete or delayed third party works are the responsibility of the client and any additional costs incurred as a result will be chargeable.

The building is structurally sound.

The wiring complies with the latest NIC EIC regulations in order for us to sign off any alterations to the circuits. The consumer unit from which power is drawn will take any extra load for any new power or lighting.

The discovery of unknown and unreported services could result in extra costs and time delays.

That our fitters may use your washroom facilities.

That the existing plumbing is suitable to connect to and does not require upgrading.

That you accept our terms and conditions.

### Specific Exclusions

Just so that there is no doubt about any elements of this quotation we will outline below items that are not included within this quotation, unless stated within the specification, and this is not exhaustive.

- *Any alarm wiring*
- *Any additional smoke sensors*
- *Any asbestos related remedial work*
- *Any additional works required by building regulations but we do not want this to be the case*
- *Any emergency light fittings*
- *Latex to sub floor*
- *Any up grading to the consumer board as a result of over loading the circuits.*
- *Blinds*
- *Extractor fans*
- *Gas work*

## Proposal

*This proposal includes full supervision and management of works. All waste arising will be removed from site unless stated otherwise and the workplace will be kept in a tidy condition to minimise disruption to the workplace activities. On completion we will clean all areas ready for occupation.*

*Total prices for the complete refurbishment as outlined in the preceding pages are as follows;*

### Headings for Proposal Details

Product Title	Product/Works Summary	Price
Refurbishment	Refurbishment as specified above	<b>£190,287.56</b>
Contingency	Contingency @ 5 % (to be agreed)	<b>£9,514.38</b>
<b>Total Contract Value</b>		<b>£199,801.94</b>

All prices exclude VAT and are subject to a final detailed survey and acceptance of our terms and conditions. This quotation is valid for 30 days.

A pre works invoice for 40% will be required up front to cover materials needing purchasing on commencement of the project. On completion of project the final invoice will be raised on the payment terms of 7 days from invoice date.

**This is to confirm that we would like to accept this proposal:**

**Name:**

**Position:**

**Signed:**

**Date Signed:**

**Start Date:**

## Project Contact Sheet

### Eddie Goody

Project Manager:

DDI:

0845 383 0058

Email:

[eddie.goody@brookhouseuk.com](mailto:eddie.goody@brookhouseuk.com)



### Michela Phillips-Makin

Customer Care:

DDI:

0845 383 0057

Email:

[michela.phillips-makin@brookhouseuk.com](mailto:michela.phillips-makin@brookhouseuk.com)



### Caleb Horner

Head of Operations:

DDI:

0845 383 0052

Email:

[caleb.horner@brookhouseuk.com](mailto:caleb.horner@brookhouseuk.com)



### Kyle Doouss

Director:

DDI:

0845 383 0056

Email:

[kyle.doouss@brookhouseuk.com](mailto:kyle.doouss@brookhouseuk.com)



### Colchester Office:

Aspen House, Stephenson Road, Colchester, Essex CO4 9QR

Thank you for the opportunity to present this proposal to you.

## HARROW BUSINESS SERVICES LTD - CONDITIONS OF SALE

1. Introduction The following conditions apply to the sale, loan, hire, servicing or repair of goods supplied by Harrow Business Services Ltd, hereinafter called "the Company". These conditions supersede any earlier conditions of the Company and apply to all contracts and override all conditions stipulated by the Buyer and any other agreements between the parties relating to the subject matter hereof are hereby terminated. No alterations or addition to, nor exclusion of, any part of these conditions shall be applicable unless in writing by a Director of the Company.

2. Meanings The word "Buyer" shall include buyer, borrower, hirer, lessees, owner or any other person who is in charge of the goods. The word "goods" shall include stationery, including envelopes and paper, educational supplies, office supplies, furniture, seating, fit-out and equipment including spare parts and other items supplied, serviced, repaired, loaned or hired by "the Company". The singular shall include the plural as also the masculine shall include the feminine and vice versa.

3. Prices and Terms of Payment Charges for goods or services supplied shall be paid in full on or before delivery or completion unless the Buyer has an agreed credit account with the Company. Where the Buyer has an account, payments shall be made by the 20th of the month following the month of the invoice. If payment is delayed, the Company reserves the right to charge interest on monies outstanding at the rate of 2.5% per month or part month which shall be due for payment immediately. The Director/Directors of limited liability companies, public limited companies and the Partner/Partners of limited liability partnerships are obligated and guarantee both personally and severally to pay any debts remaining unpaid through the default of their company or partnership and that this forms the basis of any credit account facility. The Company may close the Buyer's account at any time at its discretion and all amounts owed will become immediately due. In the case of overdue monies we reserve the right to place the account on hold and suspend any orders or any work placed with us until such monies are paid. The Company (or Companies within the partnership) reserve the right to offset any monies owed to the customer against any monies due to the Company (or Companies within the partnership) however they may have arisen. The Company is not a registered High Value Dealer and will only receive cash payments in accordance with current legislation.

4. Collection of Account In the event of an account being overdue the Buyer shall be responsible to indemnify the Company for costs incurred in collecting the amount including charges payable to debt collectors, solicitors etc. on a full indemnity basis. This includes the cost of legal action against the Buyer in order to obtain payment of outstanding accounts. The Buyer is responsible to pay the Company for any bank or other charges incurred on unpaid or returned cheques.

5. Delivery/Storage Any time named by the Company for delivery is given in good faith and an estimate only, and while every effort will be made to deliver on time, the Company will not be liable for the consequences of any delay, or non-delivery for whatever reasons. Claims in respect of short deliveries, packing errors or damage to goods in transit must be notified immediately by telephone and in writing within 3 days of receipt of goods. Claims for non-delivery must also be made within 3 days of invoice. Storage will be charged on goods we have to store beyond the agreed delivery/collection date. In the event of refused deliveries or any subsequent change in delivery address or split deliveries may involve extra charges. All goods held in storage for the Buyer shall be held at the Customer's risk and they are responsible for their insurance.

6. Returns All goods must be returned in a saleable condition. Stock Items: Requests for return of stock items must be notified within 3 days of receipt of goods. Please note that a re-stocking charge may apply. Non-Stock Items: Requests for return of non-stock items are in accordance with our suppliers' terms and conditions. In most cases a re-stocking charge will apply and some products are non-returnable items, so please take care to ensure you are ordering the correct product(s) for your needs. If in doubt, we strongly recommend you check on the returns criteria of the product before placing the order. Bespoke items are by their nature non-returnable.

7. Cancellation or Quantity Reductions Cancellation or reduction in quantities on orders must be given in writing. Any additional costs incurred will be invoiced accordingly. Should the buyer cancel an order at any stage the Buyer will pay for all work done and all costs incurred up to that point including any materials ordered for the production of that order, if the materials can be fully utilised by the Company, then the Company and the Buyer will negotiate a fair settlement for the said materials.

8. Title The property in the goods shall only pass to the Buyer, notwithstanding physical delivery, when payment for all outstanding amounts due to the Company have been made in full by the Buyer. The risk in the goods shall pass to the Buyer when the delivery is made. The seller reserves the right to repossess the goods to which it has title hereunder and for this purpose the Buyer hereby grants an irrevocable right and licence to the Company's servants and agents to enter upon all or any of its premises with such transport as may be necessary during normal working hours. Nothing in this condition shall confer any right upon the Buyer to return the goods sold hereunder or to refuse or delay payment therefore unless otherwise agreed.

9. Specification of Goods: Defects It is the responsibility of the Buyer to examine goods for defects in materials and/or workmanship which are likely to cause damage or injury. Illustrations, descriptions, weights and measurements are to be taken as a guide only and are not binding in detail. The Company reserves the right without notice and without affecting the validity of the contract, to make such changes in materials, dimensions and design as are reasonable or desirable.

10. Design, Drawings and Copyright All drawings submitted as part of a tender, quotation or any other submission remain the property of the Company at all times. No part of any drawing provided may be reproduced or transmitted in any form or by any means; electronic or mechanical, including photocopying, without prior permission in writing from the Company. If this is not fully adhered to, the Company reserves the right to invoice 10% of the estimated total project value. All dimensions and details provided on submitted drawings are approximate and must be checked on site.

11. Installation Where assembly of the goods is not done by the Company, the party assembling the goods must follow the instructions supplied with the goods. Failure to do so will invalidate the Company's liability for damage.

12. Advice, Information and Opinion Advice, information and opinion given by any Director, employee or agent of the Company is given without legal responsibility. Any recommendation or suggestion relating to the use of the goods made by the Company either in technical literature or in specific enquiry, is given in good faith, but it is for the Buyer to satisfy himself of the suitability of the goods for his particular purpose, and he shall be deemed to have done so.

13. Health and Safety The Buyer undertakes for the purposes of the Health and Safety at Work Act, etc. 1974 that it will take all necessary steps to ensure so far as is reasonably practicable that the goods will be safe and without risk to health when properly used and acknowledges that responsibility for compliance with any applicable health and safety or fire regulations upon the assembly and installation of the goods shall lie entirely with the Buyer.

14. Limit of Liability Notwithstanding any other provisions in these terms; nothing in these terms shall exclude or limit either party's liability for death or personal injury resulting from that party's negligence. The Company shall not be liable for damage or injury caused by its goods or workmanship beyond replacement of the goods or work on verification of the Buyer's complaint, when the goods are supplied to a territory outside the U.K. the liability of the Company shall not exceed in any event the liability which it would have incurred under the law. The Company shall not be liable for any consequential loss caused by its failure or delay in servicing, repairing, supplying or installing goods or equipment whether the loss arises from the actions or omissions of the Company, its servants, agents or subcontractors.

15. Call Offs These are provided on a maximum term of eighteen months and the Company reserves the right to clear outstanding balances not taken within that period.

16. Credit Notes/Credit Balances Any credits or credit balances will be available for use for a period of eighteen months after they have been initially issued or made available after which it will be cancelled.

17. Specific Terms Certain projects or contracts may have specific conditions that apply and in cases of conflict will supersede the respective clause in these Conditions.

18. Guarantees Guarantees given shall not be applicable outside mainland U.K. unless expressly stated otherwise by the Company in writing. Any guarantee given will be invalidated if the goods are subject to misuse or accident after the Buyer has taken delivery. 19. Telephone Calls may be monitored or recorded for quality or training purposes.

20. Governing Law Any contract between the Buyer and the Company shall be construed in accordance with the Law of England. The Buyer agrees to submit to the jurisdiction of the Courts of Law in England in respect thereof. E & OE - 07.02.20 H



## **SCHEME FOR BARBECUES AT THE RACECOURSE**

<b>Head of Service:</b>	Jackie King, Director of Corporate Services
<b>Wards affected:</b>	College Ward; Town Ward; Woodcote Ward;
<b>Appendices (attached):</b>	Appendix 1: Draft Conditions Appendix 2: Application from Epsom Downs Racecourse.

### **Summary**

Following the in-principle approval of the use of barbecues at the racecourse during designated periods, the Conservators asked for an operating scheme to be brought forward for final approval.

A scheme was presented to and approved by the Conservators at its meeting 2 March 2020, but never implemented for the intended trial period during 2020, as a result of the Covid 19 pandemic and subsequent National lockdowns.

This report seeks approval for a scheme to enable the in principle conditional permission to use barbecues, to be granted for a trial period during 2022.

### **Recommendation (s)**

**The Conservators are asked to:**

- (1) note the proposed conditions attached at Appendix 1, as previously approved by the Conservators, on any permission to use barbecues at the Racecourse, subject to any final minor changes which may be necessary, to be agreed by the Clerk to the Conservators with the Chairman;**
- (2) to grant Epsom Downs Racecourse conditional permission to use barbecues within the race meetings applied for 2022, namely Ladies Day, The Derby and the Bank Holiday August Race Meetings;**
- (3) to request Epsom Downs Racecourse to provide a report to the Conservators on the outcome of implementing the permission to hold the barbecues, following the trial period.**

## **1 Reason for Recommendation**

- 1.1 To enable a decision previously taken by the Conservators to be enacted, following a delay as a result of the impact of the Covid 19 pandemic.

## **2 Background**

- 2.1 At the meeting on the 28 October 2019, the Conservators considered an application from Epsom Downs Racecourse for the use of barbecues at the Racecourse during three racing fixtures, namely: Ladies Day, Derby Day and the August Bank Holiday race meetings.
- 2.2 The issues the Conservators were keen to resolve related to risks and risk management. The extent of use was however limited, so as to allow any risks to be proactively managed. The Racecourse proposed that the use of barbecues would be restricted to specified zones, to three race meetings, for all barbecues to be off the ground, and for mobile teams to be equipped with the necessary firefighting equipment, along with trained staff there to assist customers with safe use and disposal of their barbecues.
- 2.3 The Conservators agreed that they were minded to grant conditional permission to the request from the Racecourse, and asked the Council to draw up a scheme, or a set of conditions for the use of barbecues at and by the Racecourse and for such scheme/ conditions to be bought back to the Conservators for final approval before any grant of permission.
- 2.4 A scheme was presented to and approved by the Conservators at its meeting of March 2<sup>nd</sup> 2020, but never implemented for the trial period during 2020, as a result of the Covid 19 pandemic and subsequent National lockdowns.

## **Proposals**

- 2.5 A set of proposed conditions and permitted area for use are set out at Appendix 1. The conditions have been developed in line with good practice guidelines a number of other Boroughs use for such activity.
- 2.6 The proposal, as agreed by the Conservators in March 2020, would be for these conditions to be imposed on any consent for the use of barbecues by the Racecourse in line with their application for permission. This does not permit anyone else to request permission and nor does it allow for such use anywhere else on the Downs. The permission is personal to the applicant and relates to their operational land in a defined location only.
- 2.7 In drawing up the conditions of use, the arrangements the Racecourse have in place for their own events, has been taken into account in terms of a backdrop and context to both the application and the grant of permission.
- 2.8 The Conservators previously agreed that any permission should be for a limited period so as to enable a review of both impact and any lessons learnt. It is therefore proposed to grant conditional permission for 1 year. Should the Racecourse wish to apply in future, they would be required to submit a fresh request, which the Conservators would then consider.

### 3 Risk Assessment

Legal or other duties

#### 3.1 Impact Assessment

3.1.1 None arising from the contents of this report.

#### 3.2 Crime & Disorder

3.2.1 None arising from the contents of this report.

#### 3.3 Safeguarding

3.3.1 None arising from the contents of this report.

#### 3.4 Dependencies

3.4.1 None.

#### 3.5 Other

3.5.1 Not applicable.

### 4 Financial Implications

4.1 The proposed scheme will require compliance checks to be undertaken by the Council to ensure the conditions of any permission are being met. The Council will review the impact of this during the current permission period and will advise further in the event of future applications.

4.2 **Section 151 Officer's comments:** None arising from the contents of this report.

### 5 Legal Implications

5.1 The Downs are regulated by the Epsom & Walton Downs Regulation Act 1984. The purpose of the Act is to protect the Downs and put in place arrangements for its management. Section 11 of the Act allows for the making of byelaws. The Conservator have made such byelaws and the current set of byelaws were approved in accordance with the statutory process on the 24 September 2013.

5.2 The current byelaws, provide at byelaw 2(i) (g) the ability of the Conservators to grant consent to the lighting of fires on the Downs,

“2.(i) A person shall not, without the consent of the Conservators, on the Downs:

(g) camp or light fires”

- 5.3 The Conservators have agreed in principle to grant permission, subject to conditions. However this permission is not to allow camping or the lighting of fires, but to allow the use of barbecues. The proposed conditions along with the operating procedures of the Applicant provide the necessary reassurance that the impact of such activity on the grassland habitat will be managed. Conservators previously agreed in principle to grant permission and are hereby giving consent to Epsom Racecourse to light fires subject to conditions. The proposed conditions limit fires to "barbecues".
- 5.4 Reference to person in Byelaw 2(i) has the same meaning as person in s11 1984 Act. The term 'person' includes a body of persons, whether corporate or unincorporate (Interpretation Act 1978 s 5 and Sch 1). Consent to use barbecues will be given to the following individual(s): Simon Durrant and legal person: Epsom Downs Racecourse (Jockey Club Racecourses)
- 5.5 The granting of any conditional permission does not set a precedent for other applications at the Racecourse. It does not permit any applications to be made anywhere else on the Downs.
- 5.6 **Legal Officer's comments:** none arising from the content of this report.

## 6 Policies, Plans & Partnerships

- 6.1 **Council's Key Priorities:** The following Key Priorities are engaged: not applicable.
- 6.2 **Service Plans:** The matter is not included within the current Service Delivery Plan.
- 6.3 **Climate & Environmental Impact of recommendations:** The Council have approved a Climate Change Action plan. Although this does not directly impact the work of the Conservators, the Racecourse as a key local business could be asked to consider the effects of Climate Change on the way they operate and to update a future meeting of the Conservators on the work they are undertaking in this regard. They could then also address any issues around air quality which may have arisen from the use of barbecues.
- 6.4 **Sustainability Policy & Community Safety Implications:** none arising from the contents of this report.
- 6.5 **Partnerships:** n/a.

## 7 Background papers

- 7.1 The documents referred to in compiling this report are as follows:

### **Previous reports:**

- [Scheme for Barbeques at the Racecourse, 2 March 2020](#)

**Other papers:**

- Byelaws dated 24.9.2013
- Minutes of the Epsom & Walton Downs Conservators: 27 January 2011, 13 October 2014.
- Report and Minutes, 28 October 2019

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## Conservators Permission for the use of Barbecues

### Conditions of Use

<b>Application details:</b>	
<b>Organiser:</b>	Epsom Downs Racecourse
<b>Designated Area/s:</b>	Those shown marked red and blue on the Plan at Appendix 1
<b>Duration of Permission:</b>	As part of the Racing Season 2020 for the following periods: Ladies Day, Derby Day and August Bank Holiday Monday
<b>Responsible Person:</b>	
<b>Appendix 1:</b>	Plans of Designated Area
<b>Appendix 2:</b>	Public information examples

### Conditions of permission and use

1. This Permission relates only to the Application referred to.
2. The Organiser is responsible for ensuring the conditions of permission and use are complied with.
3. The reasons for the imposition of these conditions is to protect the Downs and its surrounding area from potential fire hazards and any related damage.
4. Barbecues are only permitted to be used in the Designated Areas by the Organiser during the permitted times of the Duration of the Permission.
5. The Responsible Person has management responsibility for the oversight of the Designated Areas when this Permission is in operation. The Responsible Person and their contact details must be identified by the Organiser to the Conservators before this Permission can be implemented. For the avoidance of doubt only members of staff of the Organiser can be nominated as the Responsible Person.
6. The Conservators reserves the right to cancel barbeque days in the event the requirements of their consent have not or are not being met. The Conservators will not be liable for any costs incurred from doing so.
7. The Organiser will only provide the Designated Area for use as a barbeque area to visitors to the Racecourse as part of a race day event.
8. The Organiser is required to manage the Designated Area when in use as a barbecue area and at all times must ensure the safety of persons attending the said area.

9. Organisers are advised to obtain insurance which would meet the legitimate claim of any person injured due to their activities. No liability for any claims rests with the Conservators.
10. The Organiser will ensure:
  - a. visitors are provided both in advance of an event and on the day(s) itself a flyer which sets out Barbeque Safety Advice which provides safety advice and warning of potential hazards, examples of the matters to be covered are set out at Appendix 2;
  - b. advise on the type of barbecues which may be used; how they are to be used so as to avoid damage to the ground. All barbecues must be raised on a pedestal or legs, to prevent the grass getting burnt and to maintain the physical appearance of the space. No barbecues requiring gas bottles should be allowed;
  - c. that control measures within or available to the Designated Area including mobile teams with necessary firefighting equipment which may include fire blankets and the staff employed having received the appropriate training and be able to talk to visitors ensuring the safe use (and disposal) of barbecues are in place and available for the duration of any event;
  - d. metal barbeque waste bins for the safe disposal of barbeque material;
  - e. the erection of tents or other structures by visiting members of the public is not permitted in the Designated Area. Any gazebos being brought to the Designated Areas by visiting members of the public, must not be larger than 2.4m by 2.4m
  - f. the area is not to be used by parties offering BBQ's for monetary gain therefore no financial transactions are to take place e.g. payment for food or drinks to the general public, unless offered as a service by the Organiser;
  - g. after any event, the Designated Area must cleared away all rubbish/used BBQ's using the bins provided and any damage to the ground must be repaired.
11. It is the responsibility of the Organiser to cancel any event if high winds are forecasted or develop on the day

I sign below having read and agreeing to abide by the conditions of use.

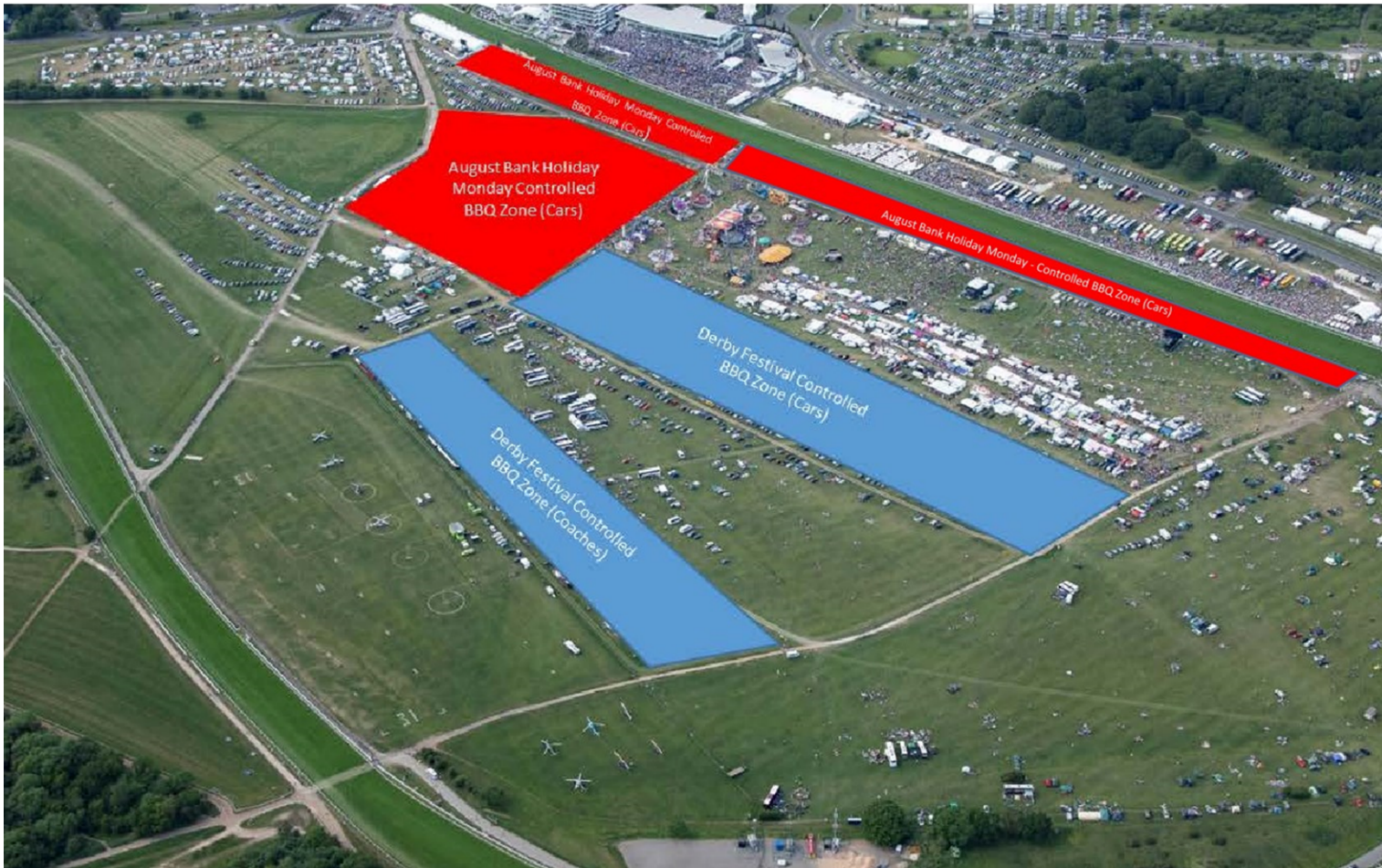
Signature..... Date.....

Name.....Position .....



**Appendix 1**

Designated Area shown coloured red and blue



## Appendix 2

### Examples of information:

- choose your location carefully and consider the safety of others
- make sure that the barbecue is safe and cannot fall over
- do not place the barbecue directly onto the grass or on furniture, where it can damage the surface and leave a burn mark
- take care with the disposal of the hot ashes, do not dispose of these in a bin or throw them onto adjacent land (take some water to extinguish the burning charcoals)
- do not allow the smoke to disturb other users
- ensure that food is thoroughly cooked and stored in good hygienic containers
- do not put leftover food scraps in the litter bins as this encourages foraging by animals
- to douse a BBQ with water or cover with sand to extinguish the fire and leave for a few minutes to allow to cool down
- once cooled dispose of the BBQ in one of the metal litter bins provided
- to dispose of all litter safely and responsibly in the litter bins
- Use only enough charcoal to cover the base to a depth of about 50mm (2 inches)
- Only use recognised fire lighters or starter fuel and only on cold coals – use the minimum necessary and never use petrol
- keep a bucket of water or sand nearby for emergencies
- never put hot ashes straight into a dustbin or wheelie bin – they could melt the plastic and cause a fire. Ensure the barbecue is cool before attempting to move it.
- not to leave barbecues unattended and extinguish them properly after use
- to clear away bottles, glasses and any broken glass to prevent them magnifying the sun's rays and starting a fire

**APPLICATION FOR USE OF BARBEQUES ON THE HILL – EPSOM DOWNS  
RACECOURSE**

**Submitted by:** Simon Durrant, General Manger, Epsom Downs Racecourse

**OUTLINE**

During the racing season the racecourse permits vehicles to park on the Hill for three fixtures, Ladies Day, Derby Day and Bank Holiday Monday in August. It is for these three days only that the racecourse exercises its rights of its Premises Licence and permits the sale of alcohol and other related forms of entertainment.

During these days and for a number of years prior to 2012, many visitors were able to enjoy picnics, including barbeques, whilst watching the races. However, post 2013, the Conservators were keen to impose a restriction on visitors having Barbeques due to potential Health & Safety implications and as result of this request, the Jockey Club, working in conjunction with the Conservators and Downs Keepers have curtailed the use of private barbeques. The change in 2013 was one of interpretation, in that prior to that and for as can be remembered the byelaw regarding fires had been interpreted as NOT covering barbeques.

The racecourse is aware that the Conservators have in more recent years interpreted the 1984 Epsom & Walton Downs Regulation Act clause relating to the lighting of fires to include Barbeques. Previous to this, barbeques were unrestricted on the Downs during racedays and although we occasionally had issues with smoke coming across the course, this was managed effectively.

Bylaw 11-(1)g states that

*The Conservators may subject to the provisions of this Act make byelaws for the prevention of nuisances, for the preservation of order, for the prevention of damage to the land or anything thereon or therein, and for securing that persons resorting thereto will so behave themselves as to avoid undue interference with the enjoyment of the Downs by other persons and, without prejudice to the generality of the foregoing, such byelaws may be made for any of the following purposes:-*

*(g) for prohibiting or regulating camping or sleeping on the Downs or the lighting of fires thereon.*

However, it has become apparent that the restrictions that are now in place are having a detrimental effect on our visitor numbers, in particular during the Investec Derby Festival and this can be seen by aerial photographs that are taken annually. The racecourse would therefore like to re-introduce the ability to enjoy a barbecue during these three race days and believe that the most pragmatic way forward is to allow them if they are:

- i. accompanied by the necessary health and safety documentation (applicable to larger group parties). Customers will be provided both in advance of the event and on the day(s) itself a flyer similar to that shown at the end of this report – providing safety advice and warning of potential hazards.

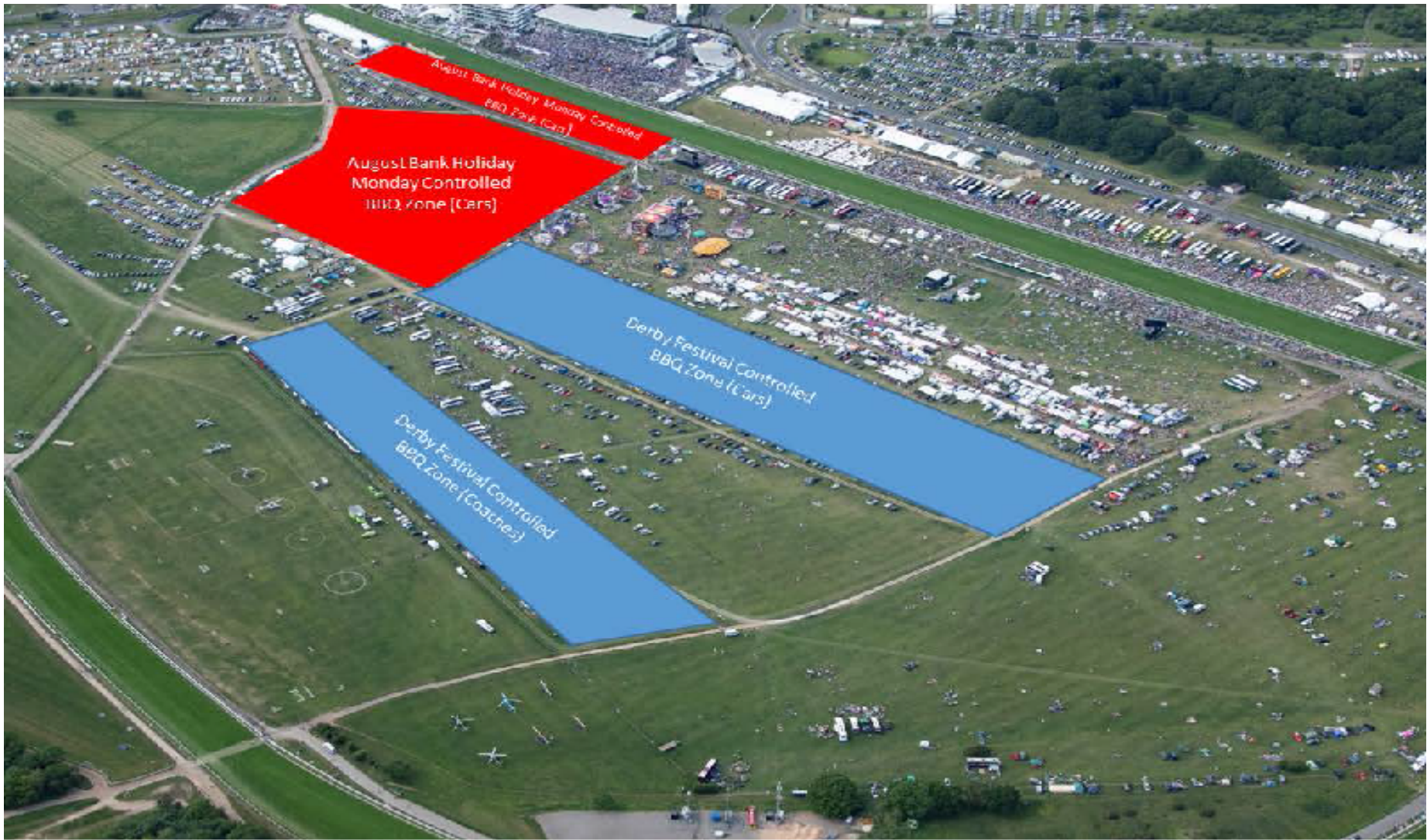
- ii. to provide our own control measures on the Hill, including mobile teams with necessary fire fighting equipment and the staff employed having received the appropriate training and be able to talk to our customers ensuring the safe use (and disposal) of barbeques. During the Derby Festival there is already a considerable amount of control measures in place, including comprehensive CCTV surveillance, mobile stewarding patrols, a large police presence and fire brigade attendance.
- iii. Creation of barbeque "zones" that are suitable stewarded and clearly identifiable through signage/flags. These areas will be controlled through the use of barriers / fencing so as to create a safe area for barbeques and providing suitable means of disposing of waste (including charcoals) at the end of the event.
- iv. are not sat directly on the Downs so as to burn the grass. Barbeques will only be permitted if they are raised off of the ground, through the use of legs or suitable stand.

We request that the Conservators consider this and endorse our future approach for the three days in the year that we "open" the Hill and the evening meetings when we allow vehicles to park along the rail in the Lonsdale enclosure.





Plan



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## **JOCKEY CLUB PROPOSAL FOR HACK SAND REPLACEMENT**

<b>Head of Service:</b>	Jackie King, Director of Corporate Services
<b>Wards affected:</b>	College Ward; Town Ward; Woodcote Ward;
<b>Appendices (attached):</b>	Appendix 1: Proposal for Replacing the Hack Sand Ride – Report of the Jockey Club Appendix 2: Map - proposed location of the Hack Canter area

### **Summary**

This report accompanies a proposal by the Jockey Club to replace the Hack Sand Ride on Six Mile Hill with a sixteen-metre-wide strip at the bottom of the hill with a Hack Canter area. The Jockey Club have concluded that replacement of the existing Hack Sand Ride would be uneconomical and that they would continue their responsibility for maintaining the proposed Hack Canter area, going forward.

### **Recommendation (s)**

**The Conservators are asked to:**

- (1) Approve in principle, the Jockey Clubs proposal to replace the existing Hack Sand Ride on Six Mile Hill with a Hack Canter area as indicated on the map at Appendix 2, subject to the following:**
  - a) That any (and all) relevant permissions are obtained prior to the commencement of any works to replace the existing Hack Sand area, for example, approval of the Department of Culture, Media and Sport (DCMS)**
  - b) That no future maintenance costs of the proposed Hack Canter area fall to the Conservators**
  - c) That the Health & Safety implications of installing the new Hack Sand Canter area are considered fully by the Jockey Club prior to implementation**

### **1 Reason for Recommendation**

- 1.1 The Conservators have regularly discussed and reviewed the concerns of hack riders about the state of the Hack Sand Ride at the bottom of Six Mile Hill. The Jockey Club's proposal attached at Appendix 1, proposes a solution to a long-standing issue.

## **2 Background**

- 2.1 The condition of the Hack Sand Ride on Six Mile Hill has been a cause for concern spanning several years and one which the Conservators have considered on a number of occasions
- 2.2 The Hack Sand Ride has fallen into disrepair and has been assessed by the Jockey Club as uneconomical to repair.
- 2.3 Following discussions with The British Horse Society, the Epsom Riders Protection Society and the TGMB a potential compromise and solution to this long-standing issue has been reached and is set out in further detail by the Jockey Club in Appendix 1.
- 2.4 The proposal is to replace the existing Hack Sand Ride with a sixteen-metre-wide strip at the bottom of Six Mile Hill, to be referred to as the Hack Canter. Appendix 2 indicates the location of the proposed replacement hack sand area.
- 2.5 It is proposed that the new Hack Canter area would be made available to hack riders each day, after the Training Hours and would be managed and maintained by the Gallops Team.
- 2.6 The Jockey Club have, separately, confirmed that they would be responsible for the cost and work involved in maintaining the Hack Sand area and that no future maintenance costs or responsibilities would fall to the Conservators as a consequence of this proposal.
- 2.7 The existing Hack Sand Ride would be permanently closed and allowed to return to its natural state.
- 2.8 The proposal will require the approval of the Department of Culture Media and Sport as the Act allows under Section 15 (3) for the Conservators to allow *temporary* closure of rides provided a replacement is provided. The proposed arrangement would constitute a permanent change.
- 2.9 The Conservators are asked to approve the proposal, in principle, subject to the Jockey Club obtaining the relevant permissions sought, both of the Department of Culture, Media and Sport and other permissions required, such as planning permission (if applicable).

## **3 Risk Assessment**

Legal or other duties

- 3.1 Impact Assessment



3.1.1 None arising as a result of this report.

3.2 Crime & Disorder

3.2.1 None arising as a result of this report.

3.3 Safeguarding

3.3.1 None arising as a result of this report.

3.4 Dependencies

3.4.1 The recommendations suggest that 'in principle' agreement should be provided by the Conservators subject to the relevant permissions being obtained, that no future maintenance costs fall to the Conservators and that the Health & Safety implications of the proposal are considered and managed by the Jockey Club.

3.5 Other

3.5.1 None as a result of this report.

**4 Financial Implications**

4.1 None, provided that no future maintenance costs related to the Hack Sand area fall to the Conservators.

4.2 **Section 151 Officer's comments:** None arising from the contents of this report.

**5 Legal Implications**

5.1 The Jockey Club are obtaining legal advice on the proposed change to the Hack Sand ride and will be responsible for securing any permissions required, including permission from the Department of Culture, Media and Sport to make a permanent change to the Hack Sand as The Epsom & Walton Downs Regulation Act 1984 ('The Act') only allows for a temporary change.

5.1 **Legal Officer's comments:** As this is an "in principle" decision, the legal implications arising from this report are minimal. Members have been advised that temporary closure is embedded in Section 15 (3)(a) of the Act. It states that "If in the opinion of the Conservators it is necessary to do so –

(i) as respects any rides or areas shown on the signed map to prevent undue deterioration of the surface or to secure it's natural or other restoration;

(ii) as respects any other ride or area of the Downs to prevent their injury or disfigurement or to protect their use for open-air recreation;

they may from time to time by notices posted as such places as they think fit temporarily restrict or prohibit the riding or exercising of horses on any such ride or area restricted by such notices”

- 5.2 If Members are mindful to agree and proceed with the recommendation, Officers, however will need to ensure that the Jockey Club have secured and checked that all necessary statutory or regulatory consents are in place before any changes are made to the Hack Sand ride. The Jockey Club will be responsible for costs of obtaining the consents and to comply with all applicable legislation.

## 6 Policies, Plans & Partnerships

- 6.1 **Council’s Key Priorities:** The following Key Priorities are engaged: not applicable.
- 6.2 **Service Plans:** The matter is not included within the current Service Delivery Plan.
- 6.3 **Climate & Environmental Impact of recommendations:** None arising directly as a result of this report, although the proposal to allow the existing Hack Sand area to return to its natural state may have some future advantages in terms of biodiversity and habitat creation.
- 6.4 **Sustainability Policy & Community Safety Implications:** None arising from the contents of this report.
- 6.5 **Partnerships:** Not applicable.

## 7 Background papers

- 7.1 The documents referred to in compiling this report are as follows:

### Previous reports:

- [Conservators, 28 October 2019, Progress Report](#)

(See reference to Hack Sand)

### Other papers:

- None

## **Proposal for Replacing the Hack Sand Ride**

The Conservators regularly raised the concerns of the hack riders about the state of the Hack Sand Ride at the bottom of Six Mile Hill, which has fallen into disrepair, and which is uneconomic to repair given that the natural flow of rainfall would render the surface unusable again after a relatively short period of time.

The Jockey Club approached The British Horse Society, the Epsom Riders Protection Society , and the TGMB with a potential solution whereby a sixteen metre wide strip at the bottom of the area on Six Mile Hill grass gallops reserved for the training of racehorses would be made available to leisure riders each day after the Training Hours, and which would be maintained by the TGMB's gallops team. The proposed strip would become primarily for the use of hack riders, but trainers would still be able to access it during the training hours in certain circumstances. The existing hack sand ride would be permanently closed, and allowed to return to its natural state.

The proposed strip that is to be made available to hack riders, and which will be known as the Hack Canter, is shown on the attached plan. This plan has been shared and agreed with a representative of the BHS.

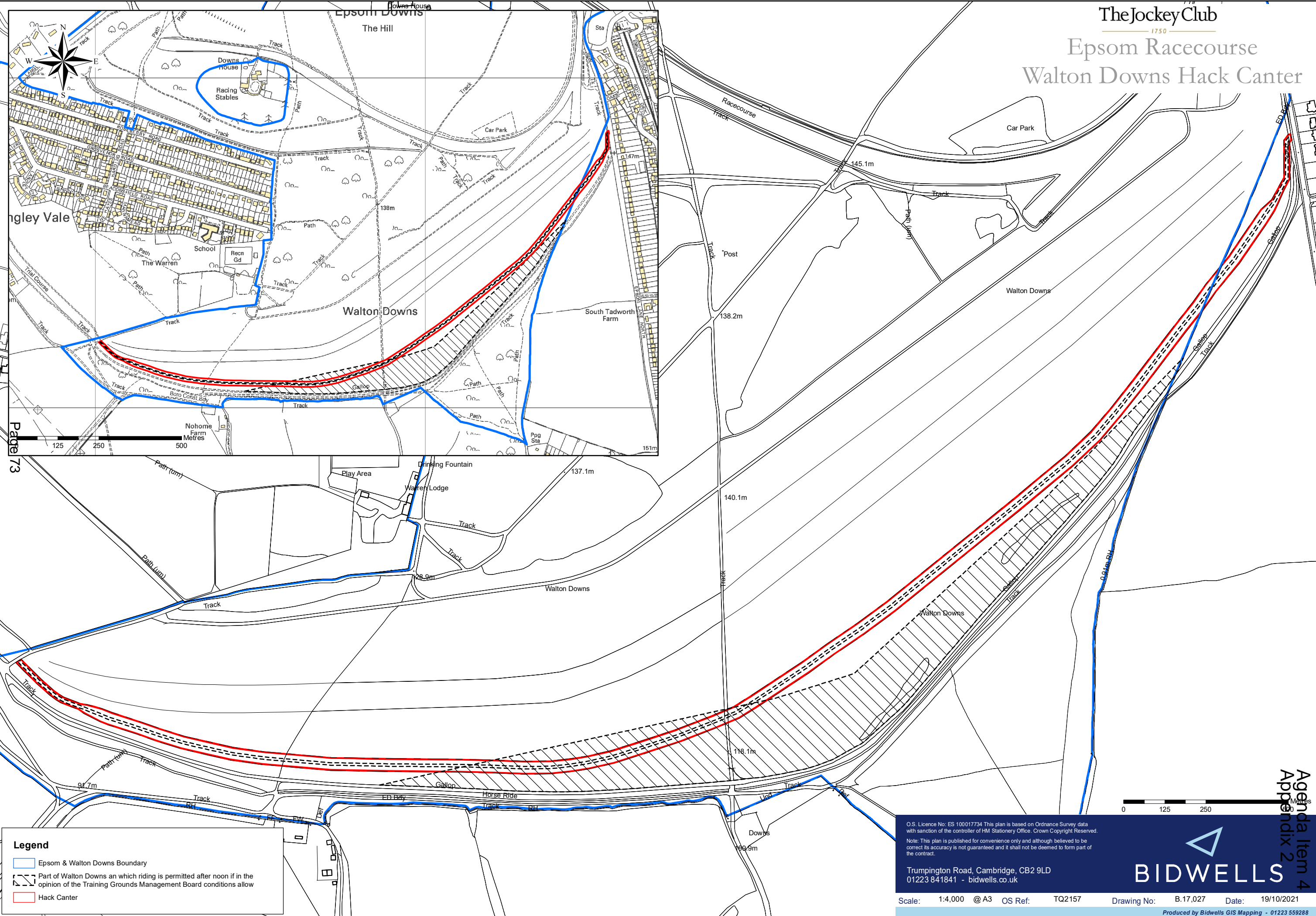
Representatives of the BHS, the ERPA, and the TGMB have all agreed in principle to the proposal, and a legal framework is being drawn up so that the agreement has long term application. Such an agreement will need approval of both the Horse Race Betting Levy Board, and, importantly , the DCMS. The Act allows under Section 15 (3) for the Conservators to allow temporary closure of rides provided a replacement is provided. What all parties are seeking by the proposed agreement is a permanent change.

The HBLB and The Jockey Club are in the process of seeking a Counsel's brief on whether such a permanent change is allowable before the HBLB approach the DCMS. The HBLB have advised that having all parties agreed to the principle of the change may make its passage through the DCMS easier.

Whilst the legal agreement may only be in draft format at present, and whilst the legal view from barristers is awaited, the Conservators are nonetheless asked to agree to the principle of this solution subject to the legal view so that the approach to the DCMS can be on behalf of all interested parties.

The proposed strip that is to be made available to hack riders, and which will be known as the Hack Canter, is shown on the attached plan. This plan has been shared and agreed with a representative of the BHS.

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**Legend**

- Epsom & Walton Downs Boundary
- Part of Walton Downs an which riding is permitted after noon if in the opinion of the Training Grounds Management Board conditions allow
- Hack Canter

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Note: This plan is published for convenience only and although believed to be correct its accuracy is not guaranteed and it shall not be deemed to form part of the contract.

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Agenda Item 4  
Appendix 2

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## **RURAL DEVELOPMENT FUND – VISITOR TRAILS AND WAYFINDER PROJECT PROGRESS**

<b>Head of Service:</b>	Jackie King, Director of Corporate Services
<b>Wards affected:</b>	College Ward; Town Ward; Woodcote Ward;
<b>Appendices (attached):</b>	Appendix 1: Project Map Appendix 2: Images of example project infrastructure

### **Summary**

Following a successful bid to the European Agricultural Fund for Rural Development (EAFRD), the following report provides an update on the grant award and progress to date.

### **Recommendation (s)**

#### **The Conservators are asked to:**

- (1) Note the indicative timeline and project deliverables**
- (2) Note the difference between the Grant Award and the funding allocation sought and the resulting project funding deficit of £10,657.**
- (3) Note the work undertaken to date and confirm support for continuing with the project.**
- (4) Agree to fund the most significant element of the project infrastructure for which funding has not been obtained: the waymarking discs at a cost of £1,216**

### **1 Reason for Recommendation**

- 1.1 To provide formal endorsement from the Conservators of the project, work of the Steering Group to date and to address the project funding shortfall.

### **2 Background**

- 2.1 On 25 August 2021, formal confirmation was received that a bid to the European Agricultural Fund for Rural Development had been successful, and that the project was free to begin committing the funds secured.

### **Project Timeframe**

- 2.2 The formal project completion date has been confirmed by the Rural Payments Agency (the body responsible for administering and monitoring the grant payments) as the 10th of May 2022, by which time all of the project infrastructure must have been fully installed.

### **Project Finances**

- 2.3 A grant award £132,082.60 has been made against an applied for sum of £142,739.60). This leaves a notional project funding deficit of £10,657.
- 2.4 In addition to the Grant Award, the Conservators previously approved a match funding contribution of £20,000 (see report to Conservators in June 2019) and the Jockey Club have also kindly committed to contributing a sum of £7,500 and agreed to provide the general design to be used for the project. The securing of written partner support and 'match funding' was a pre-requisite for being considered eligible to apply for EAFRD grant funding.
- 2.5 The 'match funds' will deliver those elements of the bid not eligible for grant funding, such as: - artwork design, communications & marketing, leaflets & materials, business training and support time to administer the project, many of which are a requirement of the bid and have an output attached within the funding contract.
- 2.6 The difference between the grant applied for and the awarded amount has resulted in a project infrastructure deficit of £10,657 which would have funded:
- 10 x Moveable solid wood A-frame signs (£6,539),
- 780 x Waymarking discs with fixing holes (£1,216); and
- 20 x Etched Brass rubbing plaques (£2,900).
- 2.7 The Waymarking discs, in particular, are considered an important part of the Visitor Trails and Wayfinder project by contributing to the overarching objective of providing a clear direction to follow across the Downs. With an appeal for the funding of the discs to be reconsidered by the awarding body being unsuccessful, Conservators are asked to release a further £1,216 to fund the discs.
- 2.8 It should also be noted that the etched brass rubbing plaques (20 at a cost of £2,900), were intended as an integral part of a 'Family' trail and the Jockey Club are kindly considering whether funding for this element can be provided.



- 2.9 Unfortunately, varying the quantities of project infrastructure items listed within the bid, even if they are not fully funded by the Grant Award, is unlikely to be permissible due to the grant conditions and funding contract. The provision of 'A' frame (signage) is still under discussions with the Steering Group.
- 2.10 Similarly, the project suppliers cannot be varied unless there is an issue around bankruptcy and the project outputs cannot be varied due to the grant conditions.

### **Project Deliverables**

- 2.11 The overarching aim of the project is to: “celebrate the rural nature and equestrian heritage of the Epsom & Walton Downs, promoting the area as an all-year visitor destination through innovative signage, landmark gateways, visual interpretation and branding. Stimulating economic activity both up on the Downs and linking to nearby Epsom town”
- 2.12 The physical outputs from the project, which once delivered using the grant and match funding secured, will help to deliver and articulate the strategic aim of the project as set out in 2.11 above, are as follows:
- 25 x Finger Posts – solid oak, routed, painted with agreed icon/ image
  - 150 x Ground Posts – ‘waymarking posts’ solid oak
  - 52 x Information signage boards – quality hardwood
  - 24 x ‘Entry Interpretation’ boards – quality hardwood
  - 8 x ‘Viewpoint Interpretation’ boards – quality hardwood
  - 4 x picnic table bench sets – quality hardwood construction
  - 5 seats with backrest + 5 seat only – quality hardwood
  - 15 litter bins - located at picnic area, car parks, main exits, views
- 2.13 Appendix 1, attached, provides a Project Map indicating the approximate locations of the various infrastructure referred to above.
- 2.14 Appendix 2 also includes some example images of the types of signage, finger posts, ground posts, bench seats, picnic benches and litter bins to be installed.
- 2.15 There are also expectations around the development and delivery of a cohesive branding and marketing campaign, to be embedded through training and the distribution of marketing materials, including leaflets.

**Project Steering Group**

- 2.16 In order to guide and inform the delivery of the project, a Steering Group has been established comprised of representatives from the Conservators. The following individuals are members of the Steering Group:

Councillor Liz Frost

Councillor Jan Mason

Councillor Steven McCormick

Councillor Clive Woodbridge

Stephen Wallis - The Jockey Club

Simon Durrant – Epsom Downs Racecourse, Jockey Club

- 2.17 The Steering Group is supported by the Clerk to the Conservators, relevant Council Officers and representatives from Matthews Associates.

- 2.18 The Steering Group meetings to date have focussed on outlining the theme and concept for the visitor trails and branding.

- 2.19 The key messages discussed for the project infrastructure and branding campaign have been:

The Downs is a Racehorse Training Centre of Excellence

The Downs is private land owned by The Jockey Club

Promoting Epsom's horse-racing history and heritage

The unique habitat

Visit after 12.30

RESPECT

- 2.20 Work has commenced on planning out the Heritage Trail and the Biodiversity Information Boards together with working up ideas around the three Visitor Experiences. This work was informed by a site visit by the Steering Group to the Downs to ensure heritage trails and proposed markers would not impinge upon the safety of racehorses in training.

- 2.21 The Jockey Club have kindly volunteered to progress the design based around racehorses travelling at speed.

**3 Risk Assessment**

Legal or other duties

3.1 Impact Assessment

3.1.1 None arising from the contents of this report.

3.2 Crime & Disorder

3.2.1 None arising from the contents of this report.

3.3 Safeguarding

3.3.1 None arising from the contents of this report.

3.4 Dependencies

3.4.1 None.

3.5 Other

3.5.1 Not applicable.

**4 Financial Implications**

4.1 Should Conservators wish to fund the circular discs an extra £1,216 will be required to be withdrawn from reserves.

4.2 **Section 151 Officer's comments:** The Conservators working balance reserve currently holds an uncommitted balance of £31,056. Funding the circular discs at a cost of £1,216 would reduce this uncommitted balance to £29,840.

**5 Legal Implications**

5.1 Compliance with the grant allocation is being monitored by Matthews Associates, reporting to the Clerk to the Conservators and the Conservators if and when necessary.

5.1 **Legal Officer's comments:** As Members are aware that grant funding has been secured from the European Agricultural Fund for Rural Development (EAFRD). The Council has therefore entered into grant agreement with them governing the award of such funding. Failure to observe grant conditions may lead to a requirement to repay grant funding and regular financial appraisals are essential to mitigate the risk.

5.2 Additional funding is requested to be released from reserves as some infrastructure items are not covered by the grant agreement.

**6 Policies, Plans & Partnerships**

6.1 **Council's Key Priorities:** The following Key Priorities are engaged: not applicable.

- 6.2 **Service Plans:** The matter is not included within the current Service Delivery Plan.
- 6.3 **Climate & Environmental Impact of recommendations:** none applicable.
- 6.4 **Sustainability Policy & Community Safety Implications:** none applicable.
- 6.5 **Partnerships:** n/a.

## 7 Background papers

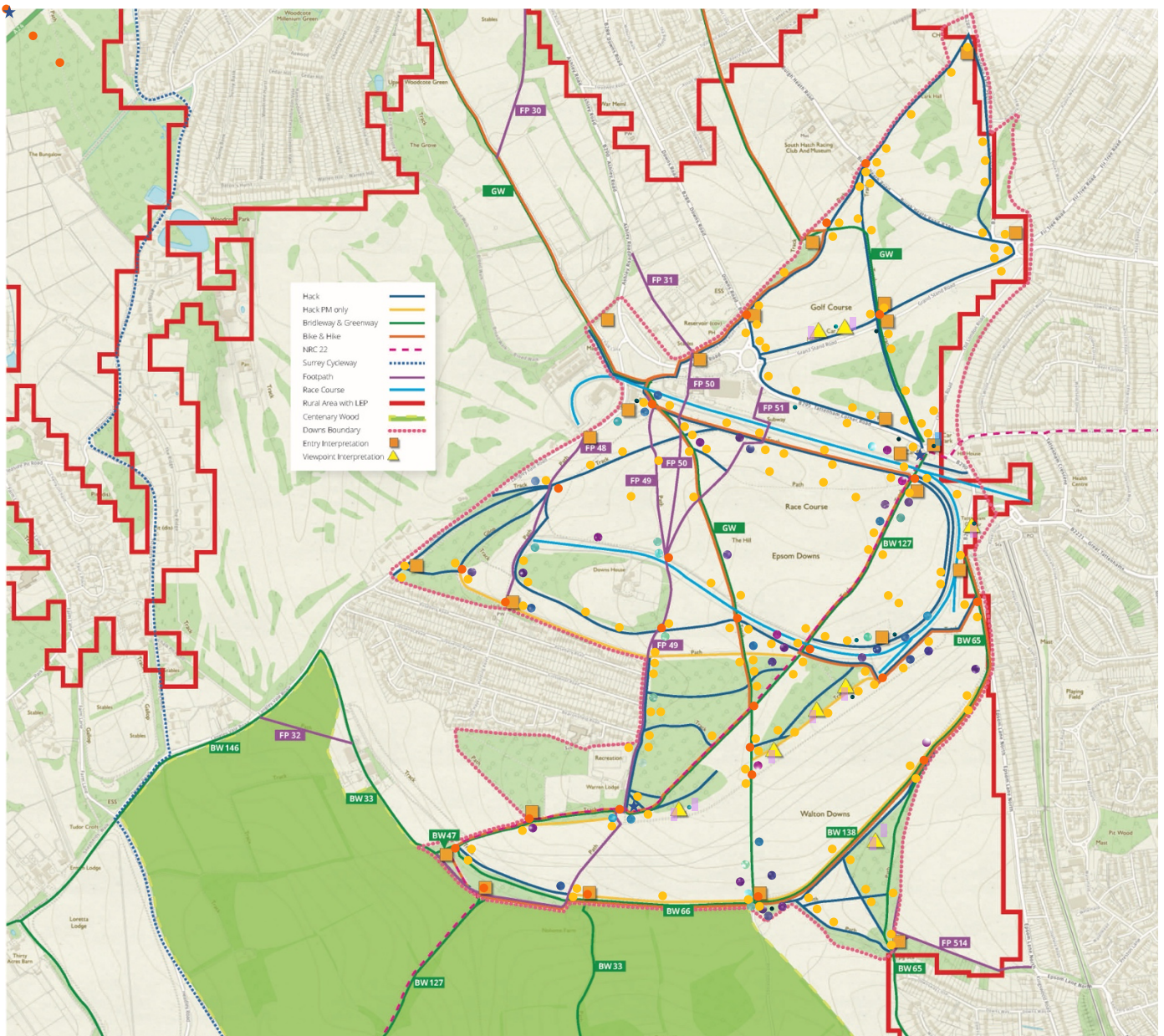
- 7.1 The documents referred to in compiling this report are as follows:

### Previous reports:

- [RURAL DEVELOPMENT GROWTH PROGRAMME FOR ENGLAND APPLICATION FOR FUNDING, Conservators, June 2019](#)

### Other papers:

- [Full Application Status Report - 7 June 2019](#)



- Ground Post with waymarkers/icons
- Information Signage Board
- Finger Post
- Picnic Table x 4 at this location
- Bench
- Bins x 4 at picnic /tea hut area
- Remaining bins
- Multi-user Visitor Counter

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# Visitor Trails and Wayfinder Project (EAFRD funding)

(Example) images of signage and other project infrastructure

## Finger Posts



## Ground Posts





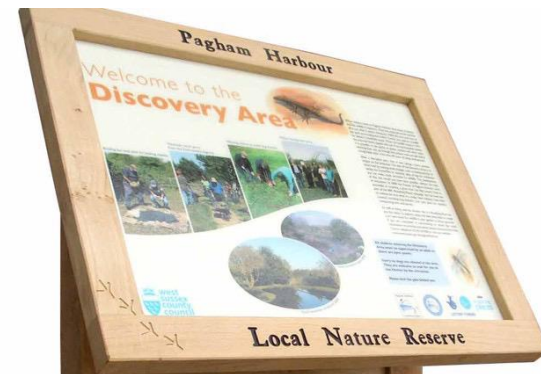
## Information Signage Board



## Entry Interpretation Board



## Viewpoint Interpretation Board



## Picnic Table Bench Sets



## Backrest Seats



## Litter Bins



## **PROPOSAL TO INSTALL RUNNING RAIL ALONGSIDE KEY GALLOPS AND HORSEWALKS ON EPSOM AND WALTON DOWNS**

<b>Head of Service:</b>	Jackie King, Director of Corporate Services
<b>Wards affected:</b>	College Ward; Town Ward; Woodcote Ward;
<b>Appendices (attached):</b>	Appendix 1: Report of the Jockey Club detailing the proposal to install running rails Appendix 2: Running Rail Map Plan Appendix 3: Poly-track rail visual 1 Appendix 4: Poly-track rail visual 2 Appendix 5: Walton Road from top of poly-track gallop facing South Appendix 6: Looking up Walton Road from Southern end Appendix 7: Coconut matting and grass clippings on Walton Road Crossing (moveable) Appendix 8: Travellers site walkway rail visual Appendix 9: Horse-trap visual Appendix 10: Attwater running rail photo montage 1 Appendix 11: Attwater running rail photo montage 2

### **Summary**

This report accompanies a proposal from the Jockey Club, seeking the approval of the Conservators for the installation of running rails alongside key gallops and horse-walks on Epsom and Walton Downs.

### **Recommendation (s)**

**The Conservators are asked to:**

- (1) Approve the proposals set out in the attached report of the Jockey Club, subject to the relevant permissions being obtained which may include planning permission and County Council Highways consent**

### **1 Reason for Recommendation**

- 1.1 To allow a number of risks, highlighted in a report to the Jockey Club undertaken by a specialist risk consultancy to be addressed, mitigating the level of risks posed to the various users of the Downs: the public; racehorses; their riders; and leisure riders.

## **2 Background**

- 2.1 The Conservators have received a report commissioned by the Jockey Club entitled 'A Report into Access on the Epsom Downs and the Health and Safety Risks Associated with Training Racehorses'.
- 2.2 This report concluded that the conflict that has been arising between the various users of the Downs, the public, racehorses, their riders, and leisure riders, has been exacerbated as a result of the pandemic as more members of the public have begun (and continue) to visit the Downs, and has at times resulted in unsafe situations for all parties.
- 2.3 The consultant's report made a series of recommendations to address the most significant risks.
- 2.4 The attached report of the Jockey Club seeks the approval of the Conservators for the installation of running rails alongside key gallops and horse-walks on Epsom and Walton Downs. The attached report Map and images sets out the detail of the proposal.

## **3 Risk Assessment**

Legal or other duties

- 3.1 Impact Assessment
  - 3.1.1 None arising from the contents of this report.
- 3.2 Crime & Disorder
  - 3.2.1 None arising from the contents of this report.
- 3.3 Safeguarding
  - 3.3.1 None arising from the contents of this report.
- 3.4 Dependencies
  - 3.4.1 None arising from the contents of this report.
- 3.5 Other
  - 3.5.1 None applicable.

## **4 Financial Implications**

4.1 There are no financial implications resulting from the contents of this report.

4.2 **Section 151 Officer's comments:** None for the purposes of this report.

## 5 Legal Implications

5.1 The Jockey Club will need to assure themselves that the relevant consents and permissions have been obtained before implementing the scheme of works proposed, this may include County Council Highways consent and planning permission.

5.2 **Legal Officer's comments:** There are no material legal implications in proceeding with recommendation covered by this report. Installing running rails alongside key gallops and horse-walks on Epsom and Walton Downs would lead to the construction of improved and safer facilities for both the public and the horses.

## 6 Policies, Plans & Partnerships

6.1 **Council's Key Priorities:** The following Key Priorities are engaged: not applicable.

6.2 **Service Plans:** The matter is not included within the current Service Delivery Plan.

6.3 **Climate & Environmental Impact of recommendations:** None arising from this report.

6.4 **Sustainability Policy & Community Safety Implications:** None arising from this report.

6.5 **Partnerships:** None arising from this report.

## 7 Background papers

7.1 The documents referred to in compiling this report are as follows:

### **Previous reports:**

- None-applicable.

### **Other papers:**

- 'A REPORT INTO ACCESS ON THE EPSOM DOWNS AND THE HEALTH AND SAFETY RISKS ASSOCIATED WITH TRAINING RACEHORSES' Jockey Club, November 2020

The above report remains the intellectual property of the Jockey Club and will not be shared without their express written consent.

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## **Proposal to install running rail alongside key gallops and horsewalks on Epsom and Walton Downs.**

The Conservators have seen and discussed the Review into the Safety for Users of Epsom and Walton Downs that was prepared by Arden Risk Consultancy. This independent report noted that the Downs have always been well used by leisure users, walkers, cyclists, leisure riders and model aeroplane enthusiasts, but that first and foremost they are for the training of racehorses.

The report looked at all users of the Downs, and the conflict of uses that has resulted in unsafe situations for all parties – the public, racehorses, their work riders, and leisure riders. The report made a number of recommendations based on risk reduction, including increased signage, a Downs awareness and education programme, and the use of physical barriers as an obvious measure to reduce the number of near misses and incidents associated with both loose racehorses and people or cyclists inadvertently walking onto the grass or artificial surfaced gallops.

Safety signage has been increased already. Signage will be further improved when the EAFRD funded Downs Signage Project is activated. The Jockey Club have engaged a local PR company who are already rolling out a Downs awareness campaign.

The single most effective risk reducer will however be to install running rail alongside the gallops and busiest walkways, and to erect Staggered Crossing Measures at the crossing points along the gallops.

The Jockey Club has developed a plan whereby running rail and staggered crossing measures will be installed at various locations outlined below, and which are illustrated on the attached map and in the attached photo montages :

**A: The existing Fibre Sand Gallop**

- This gallop is 5.5 furlongs long
- It already has running rail on either side of the gallop. However, we feel that this should be renewed as part of the plan.
- We plan to install a staggered crossing mechanism on either side of the gallop at the point where the gallop meets the track that was formerly the Walton Road. This point is marked with x's on the map.

**B: The horsewalk adjacent to the Travellers Site used for The Derby**

- This horsewalk is approximately 3 furlongs long
- There is currently no running rail along this horsewalk. However, following the Health and Safety report we plan to install approx. 3 furlongs along one side of the horsewalk only.
- There will be slip rails at furlong intervals that will be open outside of the Training Hours.

C: The route from Mr Attwater's yard to the Tattenham Corner racecourse crossing

- There is an existing horsewalk from Mr Attwater's yard to the course crossing
- It is approximately 1 furlong long.
- Following the Health and Safety report, we plan to install running rail along this horsewalk to separate horses from the high numbers of people in this area more effectively.
- No slip rails would be installed on this short section of running rail.

D: The Polytrack Gallop

- This gallop is 7 furlongs long.
- There is currently no running rail on either side of the gallop, yet this gallop is where many of the incidents between horse, cyclist and/or jogger occur.
- Following the Health and Safety Report, we plan to install such rail on both sides of the 7 furlong gallop
- There will be slip rails at furlong intervals that will be open outside of the Training Hours.
- We plan to install a staggered crossing mechanism on either side of the gallop at the point where the gallop meets the track that was formerly the Walton Road. This point is marked with x's on the map.

E: The Bottom Gallop

- This gallop is 9 furlongs long
- We do not propose to install running rail along this gallop, as the risk assessment concludes that the interaction between horse and human is far lower than at the other locations..
- However, we do plan to upgrade the current somewhat primitive and ineffective crossing control measure by installing a staggered crossing mechanism on either side of the gallop at the point where the gallop meets the track that was formerly the Walton Road, close to the junction with Ebbisham Lane. This point is marked with x's on the map.

All running rail is removable. At the time of writing it is unclear whether its installation requires planning consent or not, but advice is being sought. Most importantly, all the running rail other than the short section between Mr Attwater's yard and Tattenham Corner will have slip rails every 200 metres. These rails can be opened and closed, and the intention is that they are left open outside of the Training Hours.

The proposed Staggered Crossing Mechanisms are found in many areas of the country. In the equine world they are known as horse traps, as a horse will not normally go through them unless being ridden. In simple terms they create a zig-zag that must be passed through. The purpose of installing them at key gallop crossing points is to make pedestrians and cyclists not only more aware of the risk of a horse travelling towards them at speed, but

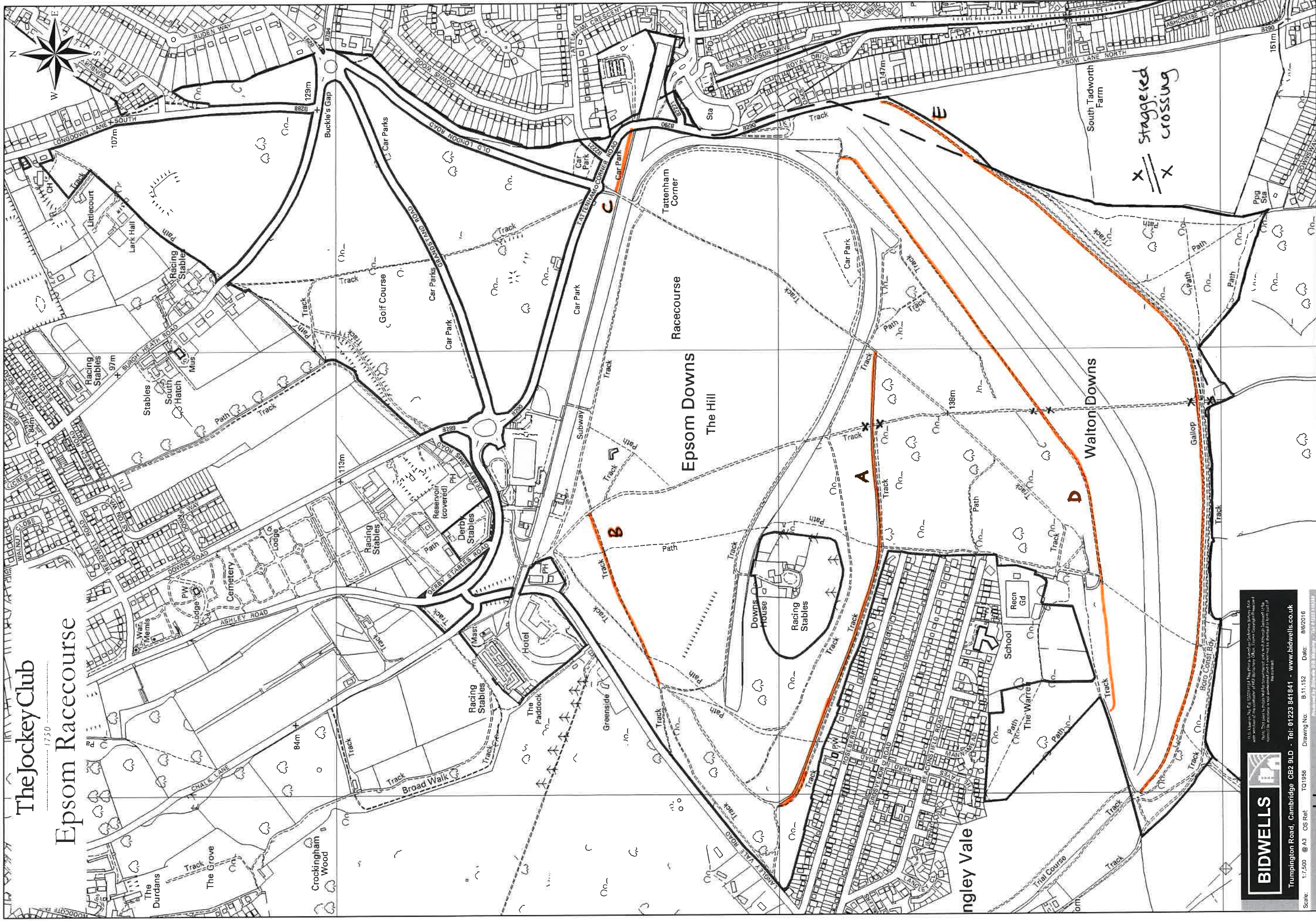


also to slow the cyclists down. The mechanisms do **not** prevent either pedestrians or cyclists or hack riders from crossing the gallop. Experience from both Lambourn and Newmarket makes The Jockey Club strongly recommend that the SCM's are made of a different material than the running rail, hence the wooden design. The sides would be permanent, but the design allows for the zig-zag barriers within the small enclosure to be removed in an emergency.

The Conservator's are asked to approve The Jockey Club plans to address the concerns raised in the independent Health and Safety Report , subject to any Planning Consents that may or may not be required .

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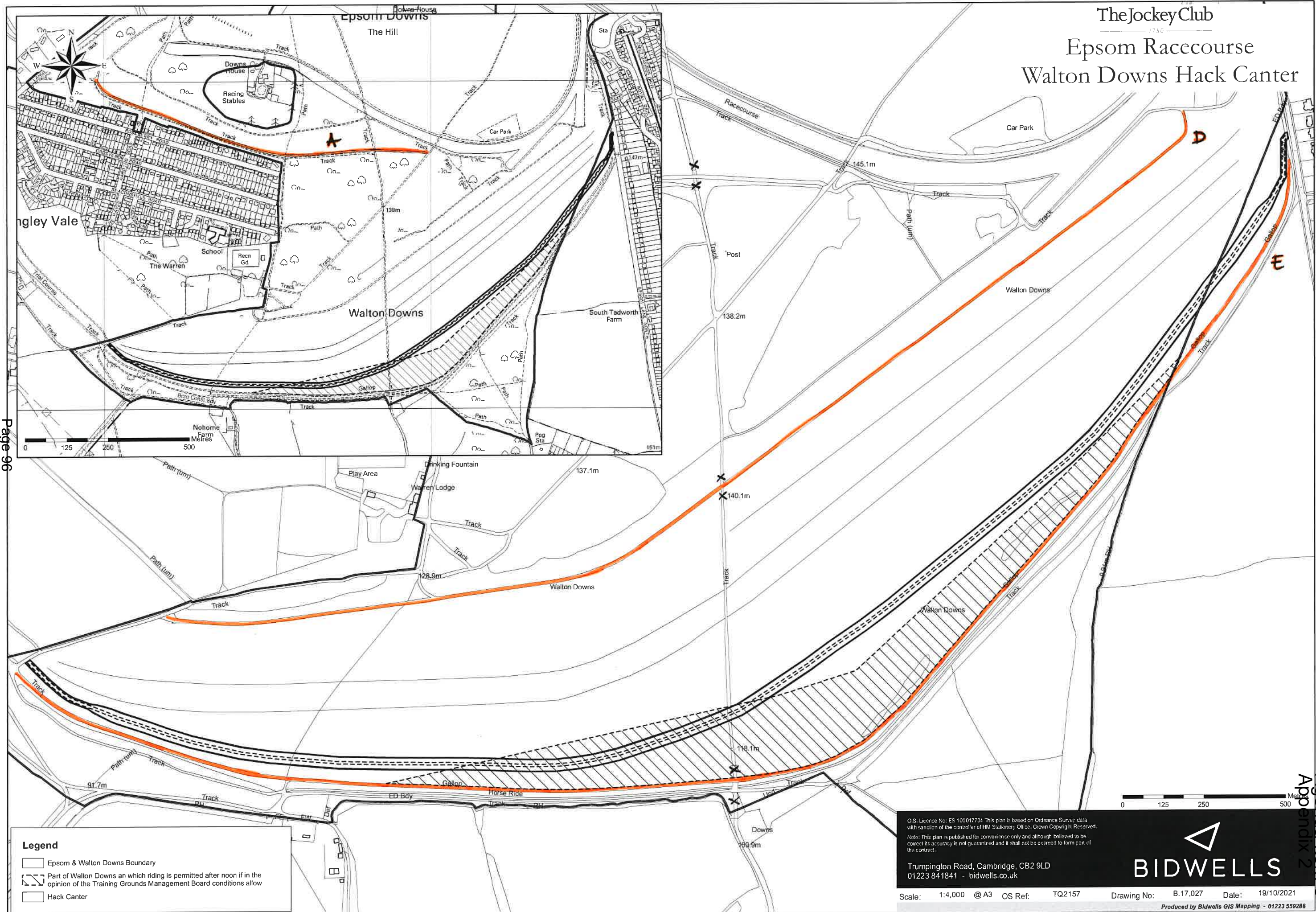
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Agenda Item 6  
Appendix 2









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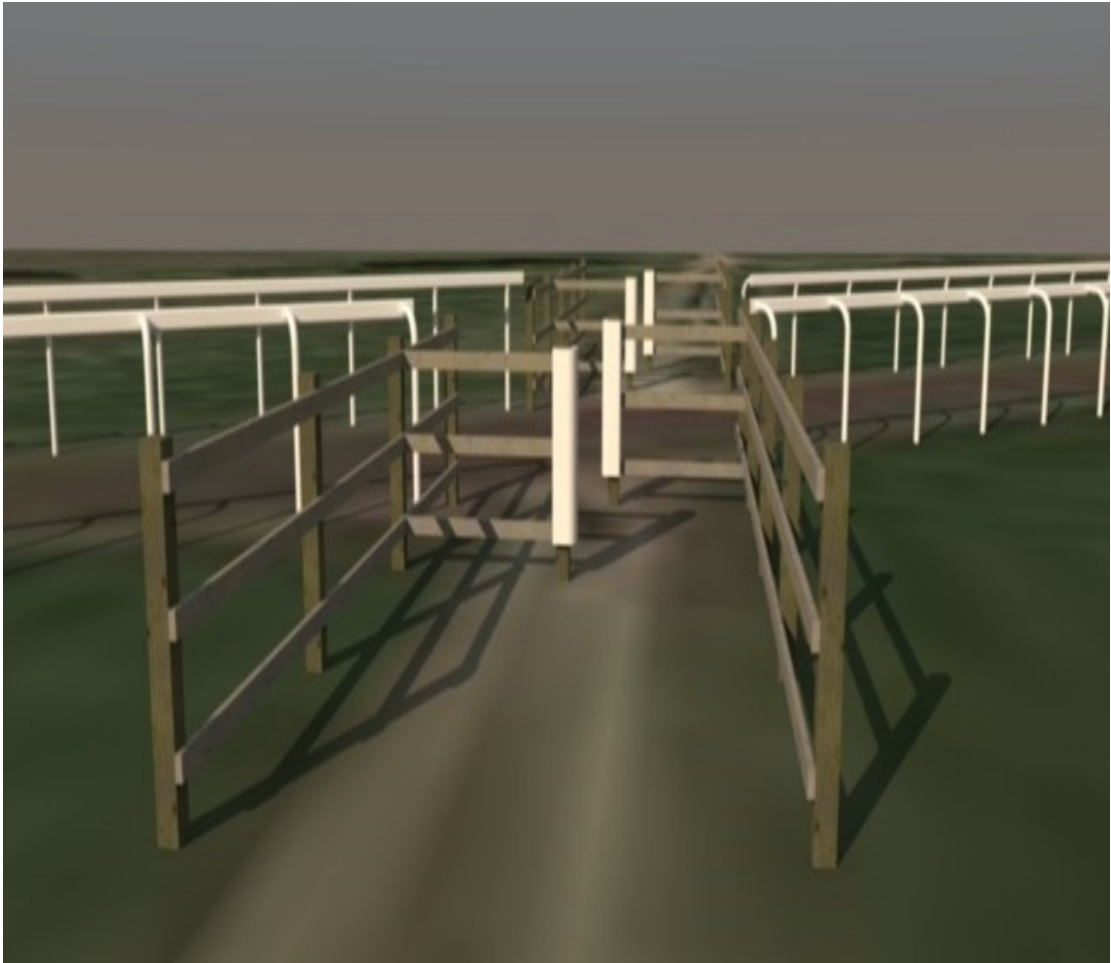


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## MID-YEAR BUDGET MONITORING

<b>Head of Service:</b>	Lee Duffy, Chief Finance Officer
<b>Wards affected:</b>	College Ward; Town Ward; Woodcote Ward;
<b>Appendices (attached):</b>	Appendix 1 – Mid-Year Monitoring 2021/22

### Summary

This item reports on the income and expenditure position as at 31 August 2021 and seeks guidance on the preparation of the budget and precept for 2022/23.

### Recommendation (s)

#### The Conservators are asked to:

- (1) Note the mid-year income and expenditure position as at 31 August 2021;
- (2) Provide guidance on the preparation for the budget for 2022/23, including the savings target set-out in section 5;
- (3) Note the conclusion of the 2020/21 external audit of the accounts.

## 1 Reason for Recommendation

- 1.1 To make the Conservators aware of the mid-year financial position for 2021/22 and seek guidance on the provisional budget estimates for 2022/23.

## 2 Background & Mid-Year Income and Expenditure Position

- 2.1 The Conservators budget for 2021/22 was agreed at the meeting of 25 January 2021.
- 2.2 The attached budget monitoring statement at Appendix 1 shows income and expenditure from 1 April 2021 and provides a forecast outturn position for 2021/22, in the standard accounts format for EWDC.

- 2.3 Net expenditure in 2021/22 is forecast at £447,331, which would result in an adverse variance of £13,761 against the budget of £433,570. This adverse variance is mainly due to additional management costs (and VAT), for work requesting the Traffic Order earlier in the year, reviewing the Tattenham Corner Conveniences and preparing a Habitat Management Plan. These additional costs are partially offset by savings on running costs from the continued closure of the Tattenham Conveniences.
- 2.4 Major events have yet to return to the Downs, although some income is anticipated this financial year.
- 2.5 The working balance stood at £61,817 at 31 March 2021. The projected £13,761 deficit, partially offset by a £3,000 budgeted contribution to reserves, would reduce the working balance to £51,056 at 31 March 2022. In addition, £20,000 of the working balance is committed as funding for the EAFRD project, which reduces the projected, uncommitted balance to £31,056.

### **3 EAFRD Project**

- 3.1 The Visitor Trails: Explore the Equestrian Heritage of the Epsom and Walton Downs project is mainly funded by the Rural Development Programme for England. Permission to commence the project was received in August 2021, with works due to commence by December, and an anticipated completion date of March 2022.
- 3.2 The Conservators revenue contribution to project is £20,000, funded from the working balance. This represents expenditure that is critical to the project but not re-claimable as part of the grant. A further £7,500 of match funding is being provided by the Jockey Club.

### **4 Budget Estimates 2022/23**

- 4.1 The final column of Appendix 1 provides an indicative budget position for 2022/23. This indicative budget has been prepared ahead of the Council finalising its service estimates and the figures are provisional. Based on the indicative budget, a 4.38% increase in precepts would be required to set a balanced budget for next year.
- 4.2 However, the Council has set a target for reducing its share of the precepts by £12,000 from 2022/23. To deliver this, the Conservators would need to reduce net annual expenditure by £20,000, generating precept reductions of £12,000 for the Council (60%), £6,000 for the Racecourse (30%) and £2,000 for the Training Board (10%). Conservators are asked to consider whether this savings target can be delivered.
- 4.3 The main provisional changes from 2021/22 are:
  - 4.3.1 Running costs have been inflated by 3%.



- 4.3.2 The existing £19,840 budget for the Conveniences, which covers the essential running costs if the facilities were reopened, has been provisionally retained, pending the outcome of any further discussions. The removal of this £19,840 budget would enable the Conservators to substantially achieve the saving target set-out in paragraph 4.2. **Conservators are asked to provide guidance on whether this budget should be retained or removed to meet the savings target. If this budget is removed, then the projected 2022/23 precept would change from an increase of 4.38%, to a reduction of 0.20%.**
- 4.3.3 The hire income budget has been set at a similar level of 2021/22, on the assumption that events on the Downs will return to pre-pandemic levels.
- 4.3.4 Budgeted contributions to both the working balance and Repairs and Renewals Fund have been provisionally increased, from £3,000 to £6,000 and from £2,000 to £4,000 respectively. This would allow these reserves to be replenished more quickly and potentially set aside funds for any additional work plan items as referenced in 4.7 below.
- 4.4 The indicative budget provides a useful basis to identify the main issues that should be addressed in the budget report in January 2022, and early consideration of the recommended precepts for 2022/23 and any options the Conservators would like to have included in the budget report.
- 4.5 A decision will be required in January 2022 on the proposed contributions across the three preceptors. An increase in each preceptor's contribution of 4.38% would create a balanced budget which incorporates an annual contribution to the working budget of £6,000. If the budget for operating Tattenham Corner Conveniences were removed, instead of a 4.38% increase, the preceptors would benefit from a 0.20% decrease in contributions compared to 2021/22.
- 4.6 Inflation is currently at 3.1% (September 2021 consumer price index). The Government's current inflation target is 2%.
- 4.7 Within management recharges, the budget does not include provision for one-off workstreams that are over and above the standard support provided to the Conservators. Should any additional workstreams be agreed in future, the budget implication will need to be considered at the time.

## 5 Audit of the Accounts 2020/21

- 5.1 The external auditors, PKF Littlejohn LLP, have completed the audit of the account for the year ended 31 March 2021.

- 5.2 The auditors concluded that the accounts had been prepared in accordance with proper practices and raised no matters of concern. As such, no changes are required to the financial position for 2020/21 as reported in June 2021.
- 5.3 The accounts and audit documents have been published on the Council's website in accordance with the requirements of the Accounts and Audit Regulations 2015.

## 6 Risk Assessment

### Legal or other duties

- 6.1 Impact Assessment
  - 6.1.1 None arising from the contents of this report.
- 6.2 Crime & Disorder
  - 6.2.1 None arising from the contents of this report.
- 6.3 Safeguarding
  - 6.3.1 None arising from the contents of this report.
- 6.4 Dependencies
  - 6.4.1 None arising from the contents of this report.
- 6.5 Other
  - 6.5.1 None arising from the contents of this report.

## 7 Financial Implications

- 7.1 Precept contributions are met by the Borough Council (60%), Epsom Racecourse (30%) and the Training Board (10%).
- 7.2 In reserves, the Conservators hold the working balance which has a projected, uncommitted balance of £31,056 at 31 March 2022. In addition, the Repairs and Renewals Fund will hold a projected balance of £42,503.
- 7.3 **Section 151 Officer's comments:** The Conservators are asked to provide guidance on the indicative budget for 2022/23. Based on this guidance, a final draft budget will be brought back to Conservators for approval in January 2022.

## 8 Legal Implications

- 8.1 There are no legal implications arising from the contents of this report.

- 8.2 **Legal Officer's comments:** Budget monitoring and the regular receipt of financial reports is key to managing one of the most significant risks to the organisation, that of financial risk. The process of budget monitoring is a key risk management control measure, as are the management actions which are stimulated by such reporting.

## 9 Policies, Plans & Partnerships

- 9.1 **Council's Key Priorities:** The following Key Priorities are engaged: Effective Council, Green & Vibrant.
- 9.2 **Service Plans:** The matter is included within the current Service Delivery Plan.
- 9.3 **Climate & Environmental Impact of recommendations:** None
- 9.4 **Sustainability Policy & Community Safety Implications:** None
- 9.5 **Partnerships:** The Jockey Club, Training Board and Epsom and Ewell Borough Council are represented by Members on the Conservators committee.

## 10 Background papers

- 10.1 The documents referred to in compiling this report are as follows:

**Previous reports:**

- Budget 2021/22 – 25 January 2021

**Other papers:**

- None

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**EWDC Mid-Year Budget Monitoring 2021/22**

<u>2020/21 Outturn</u>		<u>2021/22 Current Approved Budget</u>	<u>Actuals to 31.08.2021</u>	<u>2021/22 Forecast Outturn</u>	<u>2021/22 Forecast Variance</u>	<u>2022/23 Budget Estimates</u>
£		£	£	£	£	£
	<b><u>Grounds Maintenance</u></b>					
140	Maintenance of Grounds	200	0	200	0	210
3,840	Car Park Repairs	3,060	0	3,060	0	3,150
3,310	Tree Maintenance Schedule	3,380	0	3,380	0	3,480
8,939	Fuel	10,200	1,567	10,200	0	10,510
713	Spot hire of vehicles	880	0	440	-440	910
2,626	Transport Insurance recharge	2,680	0	2,680	0	2,760
0	Chemicals for weed control	420	0	210	-210	430
0	Disposal of Waste	2,990	0	2,990	0	3,080
29,420	Transport fleet SLA NJMC	30,010	0	30,010	0	30,910
3,360	Internal trade waste fees	3,430	0	3,430	0	3,530
<b>52,348</b>	Sub-Total	<b>57,250</b>	<b>1,567</b>	<b>56,600</b>	<b>-650</b>	<b>58,970</b>
	<b><u>Keepers Hut</u></b>					
2,639	Engineering and fabric recharges	2,735	880	2,735	0	2,820
0	Building and M&E maintenance	1,060	0	1,060	0	1,090
959	Electricity	1,530	302	1,530	0	1,580
786	Rates	800	0	800	0	830
163	Water dispenser costs	200	31	200	0	210
158	TV Licence	165	0	165	0	170
0	General office expenses	100	0	100	0	100
820	Insurance recharges	790	0	790	0	810
<b>5,367</b>	Sub-Total	<b>7,380</b>	<b>1,213</b>	<b>7,380</b>	<b>0</b>	<b>7,610</b>
	<b><u>Central Expenses</u></b>					
28,000	Additional pension contribution	28,000	0	28,000	0	28,000
-1,000	Contribution from Repairs & Renewals Fund	2,000	0	2,000	0	4,000
274	Clothing & uniforms	320	228	320	0	640
3,550	EAFRD Project Funding (£7.5k from Jockey Club and £3k contribut	10,500	390	10,500	0	6,000
1,200	External Audit	1,040	0	1,200	160	1,200
950	Miscellaneous expenses (external legal fees)	2,130	2,112	2,130	0	1,070
1,860	General office expenses	210	206	210	0	1,030
20,371	VAT payments	18,730	0	24,867	6,137	20,370
267,840	OS SLA recovery EWDC	274,540	0	274,540	0	282,780
20,020	Management costs SLA rec	20,520	0	41,293	20,773	21,140
1,064	Insurance	1,025	0	1,025	0	1,060
510	Internal audit	520	0	520	0	540
<b>344,639</b>	Sub-Total	<b>359,535</b>	<b>2,936</b>	<b>386,605</b>	<b>27,070</b>	<b>367,830</b>

<u>2020/21 Outturn</u>		<u>2021/22 Current Approved Budget</u>	<u>Actuals to 31.08.2021</u>	<u>2021/22 Forecast Outturn</u>	<u>2021/22 Forecast Variance</u>	<u>2022/23 Budget Estimates</u>
	<b>Derby Travellers Caravan Site</b>					
5,000	Contract Payments	4,000	0	4,000	0	4,120
<b>5,000</b>	Sub-Total	<b>4,000</b>	<b>0</b>	<b>4,000</b>	<b>0</b>	<b>4,120</b>
	<b>Tattenham Corner conveniences</b>					
2,976	Engineering and fabric recharges	3,075	992	3,075	0	3,170
36	Building and M&E maintenance	1,040	918	1,040	0	1,070
725	Electricity	1,020	143	1,020	0	1,050
3,194	Business Rates	0	0	-3,194	-3,194	0
176	Water Charges	510	302	510	0	520
15	Cleaning contract recharges	12,135	0	0	-12,135	12,500
1,543	Insurance recharges	1,485	0	1,485	0	1,530
<b>8,664</b>	Sub-Total	<b>19,265</b>	<b>2,355</b>	<b>3,936</b>	<b>-15,329</b>	<b>19,840</b>
<b>416,018</b>	Gross Expenditure	<b>447,430</b>	<b>8,071</b>	<b>458,521</b>	<b>11,091</b>	<b>458,370</b>
	<b>Income:</b>					
3,761	Hire charges	-3,460	0	-1,730	1,730	-3,560
-875	Interest on Balances	-1,880	0	-940	940	-960
-1,310	Metal Detector Licences	-1,020	40	-1,020	0	-1,310
0	Contribution from Jockey Club to EARDF project	-7,500	0	-7,500	0	0
<b>1,576</b>	Income	<b>-13,860</b>	<b>40</b>	<b>-11,190</b>	<b>2,670</b>	<b>-5,830</b>
<b>417,594</b>	Net Expenditure	<b>433,570</b>	<b>8,111</b>	<b>447,331</b>	<b>13,761</b>	<b>452,540</b>
	<b>Precepts:</b>					
-254,030	Borough Council	-260,140	-260,140	-260,140	0	-271,540
-42,340	Training Board	-43,360	-43,360	-43,360	0	-45,250
-127,020	Epsom Racecourse	-130,070	-130,070	-130,070	0	-135,750
<b>-423,390</b>	Total Precepts	<b>-433,570</b>	<b>-433,570</b>	<b>-433,570</b>	<b>0</b>	<b>-452,540</b>
<b>-5,796</b>	Surplus (-) / Deficit in Year	<b>0</b>	<b>-425,459</b>	<b>13,761</b>	<b>13,761</b>	<b>0</b>
<b>56,021</b>	Balance b/fwd 1 April	<b>61,817</b>	<b>61,817</b>	<b>61,817</b>	<b>61,817</b>	<b>48,056</b>
<b>61,817</b>	Balance c/fwd 31 March	<b>61,817</b>	<b>487,277</b>	<b>48,056</b>	<b>48,056</b>	<b>48,056</b>

## **DATES OF MEETINGS IN 2022**

**Head of Service:** Jackie King, Director of Corporate Services  
**Wards affected:** College Ward; Town Ward; Woodcote Ward;  
**Appendices (attached):**

### **Summary**

The Conservators are requested to agree the dates of their normal meetings to be held in 2022.

### **Recommendation (s)**

**The Conservators are asked to:**

**(1) agree to hold their normal meetings in 2022 on the following dates:**

- a) Monday 24 January 2022 at 18.00 hours**
- b) Monday 20 June 2022 18.00 hours**
- c) Monday 7 November 2022 18.00 hours**

### **1 Reason for Recommendation**

- 1.1 It is necessary to set dates for meetings of the Conservators for the forthcoming year to enable business to be processed.

### **2 Background**

- 2.1 It is recommended that the Conservators agree to hold their normal meetings evenly across the year and the dates within the recommendation are the dates which follow the normal pattern for meetings.

### **3 Risk Assessment**

Legal or other duties

- 3.1 Impact Assessment

- 3.1.1 None.

3.2 Crime & Disorder

3.2.1 None.

3.3 Safeguarding

3.3.1 None.

3.4 Dependencies

3.4.1 None.

3.5 Other

3.5.1 None.

**4 Financial Implications**

4.1 None.

4.2 **Section 151 Officer's comments:** None arising from the contents of this report.

**5 Legal Implications**

5.1 None.

5.2 **Legal Officer's comments:** None arising from the contents of this report.

**6 Policies, Plans & Partnerships**

6.1 **Council's Key Priorities:** The Council's Key Priorities are not relevant to this matter.

6.2 **Service Plans:** The matter is not included within the current Service Delivery Plan.

6.3 **Climate & Environmental Impact of recommendations:** None.

6.4 **Sustainability Policy & Community Safety Implications:** None.

6.5 **Partnerships:** None.

**7 Background papers**

7.1 The documents referred to in compiling this report are as follows:

**Previous reports:**

- None.

**Other papers:**



- None.

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