

WIRRAL COUNCIL

CABINET

14 MARCH 2013

SUBJECT:	TRANMERE ROVERS FOOTBALL CLUB POTENTIAL RELEASE OF COVENANTS AT INGLEBOROUGH ROAD AND PROPOSED LEASE OF WOODCHURCH LEISURE CENTRE
WARDS AFFECTED:	ALL
REPORT OF:	ACTING DIRECTOR OF LAW, HR AND ASSET MANAGEMENT
RESPONSIBLE PORTFOLIO HOLDER:	COUNCILLOR ADRIAN JONES – CORPORATE RESOURCES
KEY DECISION	YES

1.0 EXECUTIVE SUMMARY

- 1.1 This report seeks a decision on a request to release a restrictive covenant on land at Ingleborough Road, Tranmere, currently used by Tranmere Rovers Football Club as a training facility.
- 1.2 It also seeks instructions on the use of any payment due to the Council for the release of the covenant, whether it wishes to see this money invested in the improvement of Woodchurch Leisure Centre as a replacement training facility for TRFC and on the approach to further negotiations with Tranmere Rovers.

2.0 BACKGROUND AND KEY ISSUES

2.1 Background

- 2.1.1 The Council was approached by Tranmere Rovers Football Club (TRFC) in 2007 with proposals for the replacement of the club's training ground that is situated at Ingleborough Road, Birkenhead.
- 2.12 The Club proposed the development of housing on the Ingleborough Road site with alternative options for the provision of a replacement training facility.
- 2.13 This would require the removal of restrictive covenants that were imposed by the Council on the land in 1995 when TRFC exchanged its former training ground at Valley Road, Bidston, with the Council for the Ingleborough Road site.

The covenants restrict the use of the Ingleborough Road site. In particular they provide

- that the property is not to be used other than as a playing field and/or outdoor training ground together with ancillary facilities.
- no structures are to be erected or altered without the prior written consent of the Council as covenantee in addition to any planning consent, and

- the commemorative plaque set into the wall of the building on the site is not to be removed, covered, obstructed from view, damaged or defaced. If the Club wants to demolish the building and first obtains consent from the Council to do so, then prior to demolition it shall permit the Council to enter onto the property to remove the plaque.

That plaque commemorates the loss of former pupils of Birkenhead Institute School in the First World War.

- 2.15 Following the club's approach, further discussions took place with Council officers and the club also met the leaders of each of the political groups to outline their proposals.
- 2.16 At that point, TRFC submitted two options. Both were stated to be dependent on the grant of planning permission 'for the development of the TRFC Youth Training Ground in Ingleborough Road in accordance with the plans agreed with the Committee members of the Residents' Association.'
- 2.17 In option 1, TRFC proposed that out of the proceeds from the sale of the land at Ingleborough Road the Council would agree to receive a capital payment of £1.5m for the removal of their covenant over that land. The remainder of the proceeds would be used to develop and enlarge TRFC training centre at Raby Vale and repay bank borrowings.
- 2.18 In option 2, TRFC proposed that of the proceeds from the Ingleborough Road site the Council would receive £1.5m which would be invested in the Woodchurch Leisure Centre. TRFC would take a lease on the Centre at a peppercorn rent for 25 years and would provide a major involvement with community activities, including training sessions and the administration of community use of pitches and facilities.
- 2.19 These proposals were in outline only, with further detail to be explored, including:
- The nature and extent of the facility required by the club
 - The extent of community use in the Woodchurch option
 - The disposal terms terms for the proposed scheme at Woodchurch, which would require Cabinet approval
 - The development of an acceptable scheme in planning terms for both Ingleborough Road and the preferred location

The payments offered to the Council and the deliverability of the scheme were based on residential land values thought by the club to be obtainable at that time.

- 2.20 Following further discussions with officers and members TRFC concentrated on Woodchurch and outlined in more detail their vision for moving forward with their proposal on this site. Within that vision the following points were made:
- TRFC were looking to sell the land at Ingleborough to reinvest in the future of the Club
 - The proceeds of the sale would be used to develop the sporting and leisure facilities at the Woodchurch Leisure Centre in addition to restructuring the Club's financial affairs

- The Club's financial position was supported by loans and part of the investment in its future would be repayment of debt
- Repayment of loans would give an immediate saving to the Club in annual overdraft/loan interest payments
- The remaining proceeds from the sale would be invested in improvements to the Woodchurch Leisure Centre
- The proposed development of the Woodchurch Leisure Centre would offer the opportunity to further develop the Club's community engagement programmes, particularly to those nearby from some of Wirral's less affluent wards.

2.21 Further discussions took place between Council officers and members and representatives of TRFC, and the club submitted further information in February 2009 in respect of its proposals. The key elements of its proposed scheme, at Woodchurch at that time, are set out below.

Redevelopment of the dry side of Woodchurch Leisure Centre to provide new facilities. The type of facilities to be provided was stated as being flexible, subject to further discussion, but as an indication, it was said that it could include the following:

- a multi-purpose sports hall with spectator facilities
- a small sports hall
- changing accommodation for those facilities
- reception, café, bar, courtyard, leisure and function facilities with viewing area
- Youth club and community room
- Offices for club administration and community departments
- Sports injury facilities
- 1 full size 3G all-weather pitch
- 10-12 5 and 7-a-side all weather pitches
- 4 full size grass pitches

2.22 It was said that considerable time would be available for schools, community groups and sports clubs to use the facilities, subject to negotiation. Some of the available time for hire was to be free to schools and community groups, whilst prices for all sports and leisure activities would mirror the Council's charging policy for a period of twelve months.

2.23 Within the submitted proposal, funding of the development was to be from the sale of the Ingleborough Road training ground. At this point a capital receipt of £5m was envisaged following the release by the Council of the covenants affecting the land, to be used as follows

Sale of Ingleborough Road Training Ground	£5.0m
20% covenant payment to Wirral Council	<u>£1.0m</u>
	£4.0m
Tax	<u>£0.4m</u>
	<u>£3.6m</u>

£3.6m to be used to clear TRFC bank borrowing
 £1.0m covenant payment to Wirral Council to be reinvested into Woodchurch
 £2.0m to be invested by TRFC.

Within this submission it was proposed that the Council would grant TRFC a 50 year lease at a rent of £100,000 per annum.

At the time this proposal was put forward, TRFC envisaged having a partner involved in the Woodchurch site in the form of a commercial five-a-side operator.

- 2.24 It was always made clear that the planning process and any land deal were separate matters. The proposals made were 'high level' and in summary form and a considerable amount of further work would be required to move them forward.
- 2.25 Since that time, TRFC has been working to develop and submit planning applications for Ingleborough Road and the Woodchurch site. In both cases these were complex applications in view of the planning policies affecting the sites and the involvement of other parties, such as Sport England.

2.2 Present position

- 2.2.1 The grant of planning permission for housing on the Ingleborough Road site and for conversion and improvement works to Woodchurch Leisure Centre was approved by the Council's Planning Committee at its meeting on 25 October 2012, subject to planning conditions and the requirement for a s106 legal agreement.
- 2.2.2 At the same time as finalising schemes for which planning permissions could be sought the Club has been keen to agree terms both for the lifting of covenants at Ingleborough Road and for the development of Woodchurch Leisure Centre. Discussions have taken place with the Club's representatives as a result of which the terms set out in Appendix A have been offered.
- 2.2.3 Detailed terms remain to be finalised and there have been no recent discussions on these pending the outcome of the planning applications for the two sites.
- 2.2.4 The scheme now proposed at Woodchurch and that was considered by Planning Committee is reduced in scale from that originally submitted to the Council. This reflects the loss of a proposed commercial partner in the site and the fall in residential development values.
- 2.2.5 Woodchurch Leisure Centre presently comprises two swimming pools (the wet side) and various community uses (the dry side) in one building. In the proposed scheme, the pools will be separated from the community facilities and TRFC's lease will incorporate the dry side of the building and the surrounding site area. The total leased area is shown on the attached plan. TRFC's proposals for the building and site now comprise the following:

Ground Floor

Alteration and refurbishment of existing building to include:

- new entrance and reception
- refurbishment of toilets and office
- new disabled changing room
- new corridor adjacent to small hall

Extension for new corridor and stairs.

First Floor

Alteration and refurbishment of existing building to include:

- Alteration and refurbishment of all changing areas
- Refurbishment of Youth Club
- Repairs and refurbishment of existing terrace area

New fire escape staircases to first floor changing areas.

New pitched roof over storage area.

Services

Mechanical and electrical installations to be split between 'wet' and 'dry' sides.

External

- Site clearance, drainage, fencing and landscape
- All-weather 3G synthetic pitch
- Two further pitches and training area for TRFC
- Combination of eight community junior, senior and mini grass pitches

The total estimated cost of the scheme is approximately £2.5m. The approved plans for the development at Woodchurch Leisure Centre can be seen by clicking the following link: [Approved Plans](#).

2.2.6 It is proposed by TRFC that the scheme at Woodchurch will be financed by the Council contributing the full amount of its compensation for releasing the covenant, with the remainder being topped up by the Club. On the basis of an estimated receipt for the Ingleborough Road site of £5m and the terms discussed to date with TRFC and their advisors, the Council's contribution would be £1,670,000 and TRFC's contribution £830,000. The combined amount would be placed in an 'escrow' account and drawn upon as required to finance the construction works. The actual outcome will depend on the sale price obtained for Ingleborough Road and final construction contract prices for the scheme at Woodchurch.

2.2.7 The extent and basis of community use at Woodchurch remains to be agreed.

2.3 Issues Arising

2.3.1 In making a decision on the request to release the covenant restricting the use of the Ingleborough Road playing fields, the Council is acting in its role as landowner separate from its role as local planning authority.

2.3.2 Discussions that have taken place between the Council and TRFC have recognised potential benefits to the Club, the Council and the wider community from the delivery of these two linked proposals. TRFC is seeking support to put the Club on a more secure financial footing and has highlighted benefits to the borough in terms of publicity, employment and community activities and support that will be protected and hopefully enhanced as a result of the proposals. Whilst the Council has now decided

to terminate its long-standing sponsorship of TRFC, it remains supportive of the community activities and benefits delivered by the Club.

2.3.3 The benefits to be obtained by the Council from agreeing to the proposals from TRFC can therefore be seen as:

- securing and enhancing community activities delivered by the Club
- improving facilities available to the community at Woodchurch Leisure Centre
- by putting the Club on a stronger financial footing, helping to secure local employment
- marketing and publicity benefits to the borough that are derived from the presence of a professional football club

2.3.4 Members will be aware of the objections that have been raised to the development of the Ingleborough Road site because it is considered by some people to be a war memorial. In summary, based on information currently available, the Head of Legal/Member Services is of the opinion that whilst the status of the site is disputed, there is no conclusive evidence which would prevent members lifting the current restrictive covenants imposed on the Ingleborough Road site should they be minded to do so.

2.3.5 Reference is made in section 5.3 below to an approach from Birkenhead Institute Old Boys, who suggested that an alternative option to allowing the development of the Ingleborough Road site would be to allow interested parties such as the Old Boys Association to raise funds to buy the site from TRFC at a price reflecting market value as if the covenant restricting use was lifted. The covenant would however remain in place. The site would then be retained as playing fields whilst giving TRFC the money needed to strengthen the club's finances. If this option were pursued there would be no guarantee of improvement to the Woodchurch Leisure Centre.

2.3.6 The benefits that would be secured from the scheme need to be considered in the light of the current financial situation facing the Council and its likely future approach to the provision of leisure facilities. Whilst some costs would be saved from the transfer of the 'dry side' of Woodchurch Leisure Centre and TRFC, the majority of the running costs at the site arise from the 'wet side' of the Centre and would remain with the Council.

2.3.7 Members are asked to consider whether the scheme now proposed and the use of the Council's share of the proceeds from the sale of Ingleborough Road in the manner proposed are acceptable. Members should be aware that the grant of Planning Permission for the Woodchurch development and the Ingleborough development are separate matters to the consideration of the release of the covenant and the use of the receipt for that release.

2.3.8 Finally, in terms of the process to be followed to deliver these proposals, further work is needed on the issues of procurement and potential State Aid. It is intended to obtain external valuation advice in respect of the Woodchurch Leisure Centre site and when this is provided the position on State Aid can be clarified.

2.4 Conclusion

- 2.4.1 TRFC has been working with the Council for some considerable time to develop acceptable proposals for the relocation of its training facilities at Ingleborough Road and at the same time strengthen the Club's financial and competitive position.
- 2.4.2 Having regard to the Council's current financial circumstances and the benefits it attaches to the success of TRFC, members are asked to consider whether they wish to proceed with the scheme now proposed by the Club and whether they are prepared to agree – in principle, and subject to further detailed work - to the release of the covenant restricting use at Ingleborough Road and to the use of the receipt due to the Council to part-fund an agreed scheme of works to Woodchurch Leisure Centre and the adjoining land.
- 2.4.3 If so it is recommended that officers be instructed to undertake further necessary enquiries in respect of procurement, state aid and valuation matters; to conclude negotiations with TRFC and its advisers and to report back to the Cabinet member for Corporate Resources as quickly as possible to enable a final decision to be taken on the release of the covenant and the negotiated terms. In parallel with these matters it would be intended to discuss with Birkenhead Institute Old Boys an appropriate site and arrangements for the relocation of the memorial plaque currently at Ingleborough Road.

3.0 RELEVANT RISKS

- 3.1 TRFC has developed the proposals for which planning permission has been granted with the aim of improving the Club's financial and competitive position. If the Council does not agree the proposals as landowner and finalise terms to enable them to be implemented, the Club will need to identify alternative ways in which to address its financial and other risks. At this stage, officers are unaware of any other options being pursued.
- 3.2 There is a risk that the Council may not achieve the share of any income due to it under the proposals. This would be addressed by requiring independent certification of market value on any disposal, monitoring of construction costs and an open book approach to the agreed scheme during delivery and in the future lease at Woodchurch.
- 3.3 There is a risk that in the event of default by TRFC, funds from the sale of Ingleborough Road would not be available to the Council for improvements at Woodchurch. This would be addressed through appropriate legal documentation.
- 3.4 If the Council considers that the benefits delivered by the proposal are such that it is worth proceeding on the basis proposed it may be criticised for using a receipt to which it would be entitled to provide training facilities for a third party whilst that party repays its borrowing. For its part however, TRFC has always been clear that a key element in this proposal is the opportunity for the Club to improve its financial position by repaying debts.

4.0 OTHER OPTIONS CONSIDERED

- 4.1 Subject to verification that a transparent sale process has been undertaken, and that the consideration for the site represents open market value, the restrictive covenant could be lifted on the terms reported and the funds released be treated as a capital receipt. This would obviously require TRFC to fund the whole development at Woodchurch and thereby redeem less of the Club's debt. This option has not been discussed with the Club.
- 4.2 That the Council refuses to lift the restrictive covenant in an effort to ensure that the site remains as a playing field. This would run counter to the support implied in discussions with the Club to date in response to its proposals.

5.0 CONSULTATION

- 5.1 The Council has undertaken no formal consultation on these proposals.
- 5.2 In the development of the proposals and to support its planning applications, TRFC consulted residents around the Ingleborough Road site and in the Woodchurch area.
- 5.3 A meeting was recently held with representatives of the Birkenhead Institute Old Boys Association. The Association is opposed to the development of the Ingleborough Road playing fields. In that meeting it raised the possibility of the Association being allowed an opportunity to raise funds to buy the playing fields at unrestricted market value and for the fields then to be retained. It said it had been unsuccessful in attempting to pursue this option with TRFC. At the very least, the Association sought a commitment from the Council that it would – under one of the covenants applicable to the site – remove the memorial stone for safe keeping and work with the Association to secure an alternative permanent site for the stone to that proposed in the approved planning application.
- 5.4 Whilst no formal consultation has been undertaken by the Council, it has received individual enquiries, comments and objections from residents to the proposals. These have mainly centred on the Ingleborough Road site and have objected to the change of use and loss of the site as a whole; the loss of what is considered by some to be a war memorial in its entirety and the financial viability of the scheme.
- 5.5 It has also been suggested that the proposal to release the covenant should be subject to public consultation before a decision is taken.

6.0 IMPLICATIONS FOR VOLUNTARY, COMMUNITY AND FAITH GROUPS

- 6.1 TRFC proposes to make the new and enhanced facilities at Woodchurch available for community use. The basis of that use and the terms in which facilities would be available have yet to be agreed.
- 6.2 Woodchurch Community Centre is currently proceeding through the asset transfer process. That transfer will be unaffected by these proposals.

7.0 RESOURCE IMPLICATIONS: FINANCIAL; IT; STAFFING; AND ASSETS

7.1 Financial

7.1.1 The Council is entitled to expect a payment for release of the restrictive covenant at Ingleborough Road. In theory, since there is currently a prohibition on alternative uses by virtue of the covenant, the Council would be entitled to 100% of the uplift in value arising from lifting the covenant. In practice, such an approach would prevent development and the provisionally agreed share to the Council of 33% of the uplift in value represents a reasonable compromise having regard to the particular circumstances and the generally accepted approach in “ransom” situations.

7.1.2 The Council will achieve some annual revenue savings in the operating costs of the ‘dry side’ of Woodchurch Leisure Centre and the surrounding land when it is leased to TRFC. These have yet to be quantified and will depend on the finally agreed terms. However, as noted above, the majority of the running costs on the Woodchurch site relate to the ‘wet’ side of the Centre and will remain with the Council.

7.1.3 The Council will avoid any future backlog maintenance costs relating to the ‘dry’ side of the Centre.

7.2 IT

None

7.3 Staffing

None

7.4 Assets

7.4.1 Asset implications are dealt with in the body of the report. In addition, if the proposed development of Woodchurch Leisure Centre proceeds and the Council wishes in the future to close Woodchurch Swimming Pool, then its ability to deal with the remaining structure and site may be constrained by the lease to TRFC.

8.0 LEGAL IMPLICATIONS

8.1 In respect of the site at Ingleborough Road, the draft s106 contains obligations for the removal of the memorial stone and relocation to a memorial garden if the planning permission is implemented. There is no dispute that several historical events have taken place on the Ingleborough Road site in relation to the recording and remembrance of former pupils who lost their lives in World War 1. These events are listed and recorded in several publications and on internet websites such as The United Kingdom National Inventory of War Memorials, but there is no official status or legal authority created by such listing.

8.2 The draft s106 Agreement contains terms for the use of a proportion of TRFC receipt from the sale of the Ingleborough land towards the Woodchurch development. Subject to Cabinets decision on the release of the covenant and the use of the funds

from that release the s106 Agreement must include terms relating to the use of those funds towards the Woodchurch development. All of the funds (the relevant proportion of the Ingleborough receipt and the Councils fund) would be placed in an escrow account to be used only for the Woodchurch development

- 8.3 In order to carry out its duty of 'due diligence' the Council will have to commission an independent valuation of the market price of the Ingleborough Road Playing Fields. This is required because Tranmere Rovers do not intend to sell the playing fields by way of competitive open tender but by way of negotiation. The amount which the Council receives for the release of the Covenant is of course dependent upon the price at which the land is sold.
- 8.4 The Government has laid down its conditions for giving general consent to local authorities to dispose of land for less than the best price reasonably obtainable. This can be done if the local authority considers the purpose for which the land is to be disposed is likely to contribute to the achievement of the promotion or improvement of the economic, social or environmental wellbeing of any residents present in its area. The difference between the unrestricted value of the land to be disposed of and the consideration for disposal must not exceed £2,000,000. It is proposed that a 99 year lease be granted to Tranmere Rovers of part of Woodchurch Sports Centre at a nominal rent. In such circumstances the Government requires local authorities to obtain the view of a professionally qualified valuer as to the likely amount of the undervalue. This information will also be required in order to determine whether the rules of the European Commission prohibiting selective state aid to undertakings which distort competition, will be infringed.

9.0 EQUALITIES IMPLICATIONS

- 9.1 Has the potential impact of your proposal(s) been reviewed with regard to equality?
(a) Yes and impact review is attached – [Law, Human Resources and Asset Management Equality Impact Assessments \(post 2010\) | WIRRAL Borough Council](#).

10.0 CARBON REDUCTION IMPLICATIONS

- 10.1 There would be some reduction in the Council's CO2 emissions resulting from the lease of part of the Woodchurch Leisure Centre. Those reductions have not been quantified at this stage. However, the majority of energy consumption at the site arises from the swimming pools at the Centre and this would remain the responsibility of the Council.

11.0 PLANNING AND COMMUNITY SAFETY IMPLICATIONS

- 11.1 The land use and built development implications associated with the proposals have been considered by the Council as Local Planning Authority. Two parallel planning applications were submitted by Tranmere Rovers in 2012, seeking outline planning permission for a residential development of up to 90 dwellings at Ingleborough Road (previously used by Tranmere as a training ground) under reference APP/12/00824, and for a change of use of the Woodchurch Leisure Centre site to a mixed use as leisure centre and training centre with ancillary function suite and offices, including refurbishment and an extension at ground floor to create an glazed link corridor, and the development of outdoor sports facilities comprising 2 training pitches, a floodlit all

weather '3G' synthetic pitch, 2 mini-football pitches, 4 junior football pitches and 2 senior football pitches and associated fencing.

- 11.2 The grant of each permission was approved by Members of the Council's Planning Committee at the meeting of 25th October 2012, subject to planning conditions and the requirement for a s106 Legal Agreement. The agreement would include commitments for the maintenance and management of the site at Woodchurch to provide community and sports development benefits, ring-fence finances from the sale of the Ingleborough Road site (for example through the establishment of an escrow account) and specify phasing requirements to ensure the delivery of replacement playing field land at Woodchurch is secured without doubt. Obligations would also be included to secure the retention of a war memorial feature within the Ingleborough Road site, and its subsequent maintenance. The required s106 agreement has not been signed at this time, though drafts have been submitted to the Council (as Local Planning Authority) for comment, and it is anticipated that the agreement can be signed in the near future, resulting in the issue of a decision notice on the two applications.

12.0 RECOMMENDATION/S

- 12.1 That Cabinet confirms its support in principle for the relocation of Tranmere Rovers Football Club's training facilities from their current location at Ingleborough Road on the basis that this will help secure the Club's long term future.
- 12.2 That the proposal for investment at Woodchurch Leisure Centre linked to the development of existing playing fields at Ingleborough Road is endorsed in principle subject to the outcome of further investigations in relation to legal, procurement and valuation matters and to the agreement of final terms.
- 12.3 That officers be instructed to undertake further enquiries and negotiations with Tranmere Rovers Football Club and to report back to the Portfolio Holder for Corporate Resources as quickly as possible to enable a final decision to be taken on the release of the restrictive covenant at Ingleborough Road and provisionally agreed terms for development at both sites.
- 12.4 That the Council obtains an independent valuation of the market value of the Ingleborough Road Playing Fields;
- 12.5 That the Council obtains an independent valuation in respect of the proposed lease at Woodchurch Sports Centre in accordance with the principles of valuation set out in the technical appendix to the Government's general consent to the disposal of land for less than the best consideration that can be reasonably be obtained.
- 12.6 That authority be delegated to the Portfolio Holder for Corporate Resources to approve the release of the restrictive covenant at Ingleborough Road and the grant of a lease at Woodchurch Leisure Centre subject to him being satisfied as to the finally negotiated terms.
- 12.7 That the Head of Legal/Member Services be authorised to prepare and complete the necessary legal documentation.

13.0 REASON/S FOR RECOMMENDATION/S

- 13.1 To confirm the Council's support to TRFC in its efforts to strengthen its financial position and secure a new training facility.
- 13.2 To allow officers to undertake the further works necessary to confirm the most appropriate way to proceed with this scheme and to finalise negotiated terms.

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APPENDICES

Site Plan.
Summary of proposed heads of terms.

REFERENCE MATERIAL

Information held on property files in the Asset Management Service.
Planning application APP/12/00824.

SUBJECT HISTORY (last 3 years)

Council Meeting	Date
Planning Committee	25 October 2012



Equality Impact Assessment Toolkit (from May 2012)

Section 1: Your details

EIA lead Officer: Ian Brand

Email address: ianbrand@wirral.gov.uk

Head of Section: Ian Brand

Chief Officer: Surjit Tour, Acting Director of Law, HR and Asset Management

Department: Law, HR and Asset Management

Date:

Section 2: What Council proposal is being assessed?

Potential release of covenants on land at Ingleborough Road and proposed lease at Woodchurch Leisure Centre.

Section 2b: Will this EIA be submitted to a Cabinet or Overview & Scrutiny Committee?

Yes / ~~No~~ If 'yes' please state which meeting and what date

Cabinet – 14 March 2013.....

Please add hyperlink to where your EIA is/will be published on the Council's website (see your Departmental Equality Group Chair for appropriate hyperlink)

**Law, Human Resources and Asset Management Equality Impact Assessments
(post 2010) | WIRRAL Borough Council**

Section 3: Does the proposal have the potential to affect..... (please tick relevant boxes)

- ✓ **Services**
- ✓ **The workforce**
- ✓ **Communities**
- ✓ **Other** (please state eg: Partners, Private Sector, Voluntary & Community Sector)

If you have ticked one or more of above, please go to section 4.

- None** (please stop here and email this form to your Chief Officer who needs to email it to equalitywatch@wirral.gov.uk for publishing)

Section 4: Does the proposal have the potential to maintain or enhance the way the Council (please tick relevant boxes)

- Eliminates unlawful discrimination, harassment and victimisation
- ✓ Advances equality of opportunity
- ✓ Fosters good relations between groups of people

If you have ticked one or more of above, please go to section 5.

- No** (please stop here and email this form to your Chief Officer who needs to email it to equalitywatch@wirral.gov.uk for publishing)

Section 5:

Could the proposal have a positive or negative impact on any of the protected groups (race, gender, disability, gender reassignment, age, pregnancy and maternity, religion and belief, sexual orientation, marriage and civil partnership)?

You may also want to consider socio-economic status of individuals.

Please list in the table below and include actions required to mitigate any potential negative impact.

Which group(s) of people could be affected	Potential positive or negative impact	Action required to mitigate any potential negative impact	Lead person	Timescale	Resource implications
All	Positive. The creation of new and enhancement of existing facilities at Woodchurch Leisure Centre will provide an opportunity for greater involvement of the local community in sport and related activities. The proposed facilities are located in an area of the borough subject to socio-economic disadvantage.	Not applicable			
All	Negative. Restrictions on community use could disadvantage protected groups.	<ol style="list-style-type: none">1. Detailed EIA to be undertaken when scheme proposals are finalised.2. Community use to be secured through a community use agreement.	Tony Simpson	By 31/03/2013	None

Section 5a: Where and how will the above actions be monitored?

Through project management arrangements for the scheme.

Section 5b: If you think there is no negative impact, what is your reasoning behind this?

Not applicable.

Section 6: What research / data / information have you used in support of this process?

None.

Section 7: Are you intending to carry out any consultation with regard to this Council proposal?

~~Yes~~ / No – (please delete as appropriate)

If ‘yes’ please continue to section 8.

If ‘no’ please state your reason(s) why:

Previous consultation has been undertaken by Tranmere Rovers Football Club. The Club will be expected to undertake further consultation with affected users of the Woodchurch facility and the local community as proposals are finalised.

(please stop here and email this form to your Chief Officer who needs to email it to equalitywatch@wirral.gov.uk for publishing)

Section 8: How will consultation take place and by when?

Before you complete your consultation, please email your preliminary EIA to equalitywatch@wirral.gov.uk via your Chief Officer in order for the Council to ensure it is meeting it's legal requirements. The EIA will be published with a note saying we are awaiting outcomes from a consultation exercise.

Once you have completed your consultation, please review your actions in section 5. Then email this form to your Chief Officer who needs to email it to equalitywatch@wirral.gov.uk for re-publishing.

Section 9: Have you remembered to:

- a) **Add appropriate departmental hyperlink to where your EIA is/will be published (section 2b)**
- b) **Include any potential positive impacts as well as negative impacts? (section 5)**
- c) **Send this EIA to equalitywatch@wirral.gov.uk via your Chief Officer?**
- d) **Review section 5 once consultation has taken place and sent your completed EIA to equalitywatch@wirral.gov.uk via your Chief Officer for re-publishing?**