



**Surveyors Report – The Charities Act 2011 –  
Part of Pogmoor Recreation Ground, Pogmoor  
Road, Barnsley S75 2LP**

On behalf of Barnsley MBC as Trustee of Pogmoor Recreation Ground

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Barnsley MBC as Trustee of Pogmoor Recreation Ground  
Estates - Regeneration & Property - Place Directorate  
Barnsley MBC  
PO Box 634  
Barnsley S70 9GG

Our Ref: JRW/V.13025

04 October 2021

FAO : Tanya Hunter

Dear Sirs,

## **SURVEYORS REPORT – THE CHARITIES ACT 2011**

### **PROPERTY ADDRESS: PART OF POGMOOR RECREATION GROUND, POGMOOR ROAD, BARNLSLEY S75 2LP**

#### **1. Instructions**

1.1 In accordance with your recent instructions in respect of the above as set out in our Terms of Engagement of 18 June 2021 (copy at **Appendix 1**), we are pleased to present our report below.

#### **2. Background Information**

- 2.1 Pogmoor Recreation Ground ('PRG') comprises an area of open space, which was originally established as a recreation ground in 1925 with money allocated from the Miners Welfare Fund by the Miners Welfare Committee
- 2.2 The Fund was established under S20 of the Mining Industry Act 1920 to be used for purposes connected with the social well being, recreation and conditions of living of workers in or about coal mines. Until 1935 the Trustees of PRG are understood to have comprised of individuals from the local mining community, but in 1935, Barnsley Corporation (now Barnsley MBC) became the Trustee of PRG. CISWO is now the successor to the Miners Welfare Committee.
- 2.3 It is understood that PRG remains in use for its original purpose including as football pitches, although users are now the general population of the local area and beyond, and are not limited to any individuals who have connections to the historic coal mining industry.
- 2.4 The nearby Penny Pie Park is currently being redeveloped around a new gyratory scheme which encompasses the realignment and upgrade of Pogmoor Road and Dodworth Road. The new park will provide an enhanced children's play area, a new MUGA and quality landscape improvements. This Park is separated from PRG by a railway line.
- 2.5 Barnsley MBC are promoting Active Travel through journeys by physically active means. The proposal is to build a cycle/footbridge linking Penny Pie Park to PRG for which an Active Travel Bridge is required over the railway line. We are informed that its aims are to:-
- a) enhance three green spaces (Penny Pie Park, Pogmoor Recreation Ground, Stocks Lane / Sugden's Recreation Ground).
  - b) improve connectivity between two community areas (Pogmoor and Dodworth).

- c) provide a safer walking route to school and residents and promote cycling uptake.
- 2.6 We understand that Barnsley MBC has been awarded £1.5 million from the 'Getting Building Fund' to put towards the funding of the cycle/footbridge and provision of one vertical footpath from the footbridge to Glendale Close.
- 2.7 Additional benefits for PRG have been funded via the A628 Dodworth Road Gyratory Scheme as compensatory greenspace. Following completion of the works PRG will benefit from: -
- Reformation of the football pitches to include an Under 8's as well as an Under 11's as well as the adults.
  - Two flexi-pave footpaths to be laid where the desire lines are already visible
    - One horizontal to the North servicing St. Owen's Drive and Glendale Close.
    - One vertical from the footbridge to Glendale Close.
  - Two benches for people for spectators and walkers
  - Joint dog fouling and litter bins
  - 30 x native trees to be planted
  - 30,000 spring bulbs to be planted
- 2.8 We understand that a further footpath may be laid towards Stocks Lane.
- 2.9 The Active Travel Bridge will span from Penny Pie Park (on land owned by Barnsley MBC) to PRG, which is land for which Barnsley MBC is the Trustee. Therefore, an easement is required to be granted by Barnsley MBC as Trustee of PRG to Barnsley MBC. The wording of the easement will allow for the placing of the bridge landing areas on PRG.
- 2.10 PRG is held in trust and is therefore subject to legislation governing Charities. Disposal of land including an easement requires preparation of a written report by a member of the RICS addressing certain points.

### **3. Identification and status of the valuer**

- 3.1 The Valuer on behalf of Fowler Sandford LLP with responsibility for this instruction is Jeremy Wilson BSc FRICS, Registered Valuer.
- 3.2 The Valuer is acting as an External Valuer.
- 3.3 We confirm that the Valuer has sufficient knowledge of the relevant market, and the skills and understanding to undertake the valuations competently.
- 3.4 We confirm that we do not have any material connection or involvement which would give rise to a conflict of interest and that we are in a position to provide objective and unbiased valuations.

### **4. Client and any other users**

- 4.1 We are instructed by Barnsley MBC as Trustee of Pogmoor Recreation Ground.
- 4.2 No liability is accepted to any third party for the whole or any part of this valuation report.

### **5. Purpose of Report**

- 5.1 We understand that the report is required to comply with S119 of the Charities Act in connection with the granting of an easement over PRG.
- 5.2 Section 119 requires Charity Trustees to: -
- (a) Obtain and consider a written report on the proposed disposition from a qualified surveyor instructed by the Trustees and acting exclusively for the Charity.
  - (b) Advertise the proposed disposition for such period and in such manner as the surveyor has advised in their report (unless the report states that it would not be in the best interests of the Charity to advertise the proposed disposition).

- (c) Decide that they are satisfied, having considered the surveyor's report, that the terms on which the disposition is proposed to be made are the best that can reasonably be obtained for the Charity.

## 6. Property to be valued

### Address of the property

- 6.1 Pogmoor Recreation Ground, Pogmoor Road, Barnsley S75 2LP.

### Interest to be valued

- 6.2 The grant of an easement by Barnsley MBC as Trustee of Pogmoor Recreation Ground to Barnsley MBC for the right to erect a bridge on part of PRG and for a right of access to it from the public highway.

### Tenancies

- 6.3 The property is subject to vacant possession.

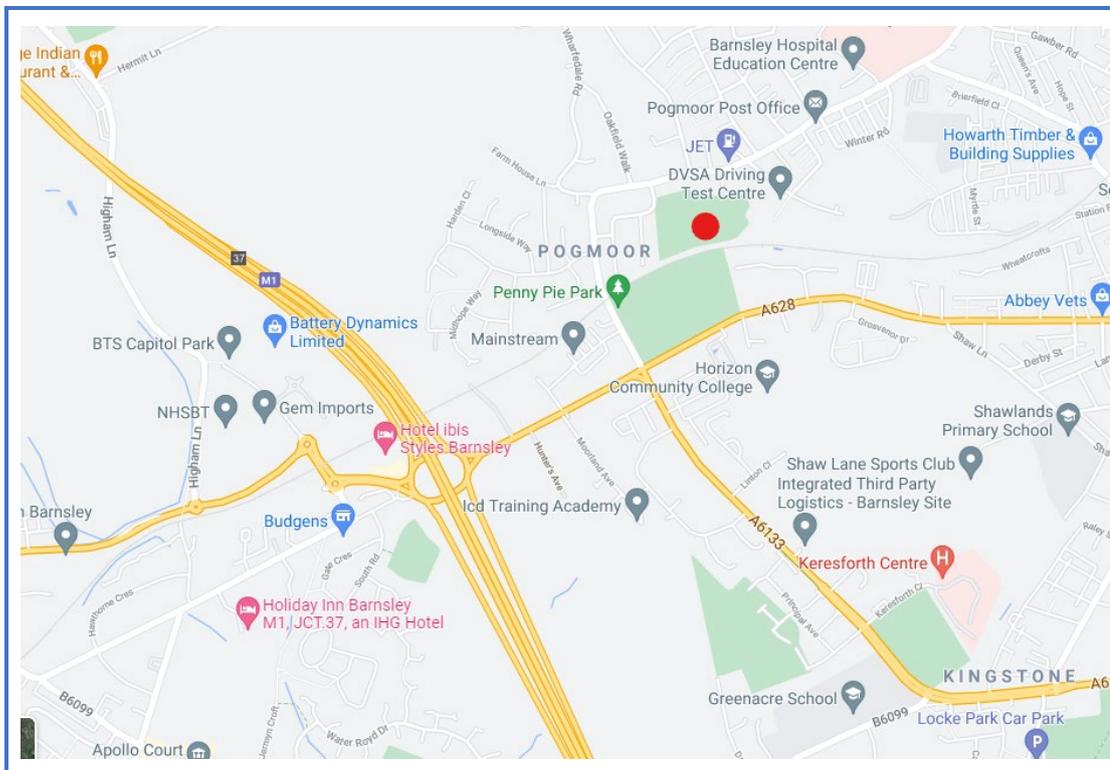
### Type and use of the property

- 6.4 The property is used as a recreation ground to which there is open access to the public.

### Location

- 6.5 The area subject to the proposed easement is situated within PRG which is located in the Pogmoor area of Barnsley. It lies approximately 0.5 miles east of J37 of the M1 and 1 mile west of Barnsley town centre. A railway line runs along the southern boundary of PRG to which the subject area is adjacent. The western and northern boundaries of PRG are bounded with residential properties whilst to the east is land used for commercial purposes.

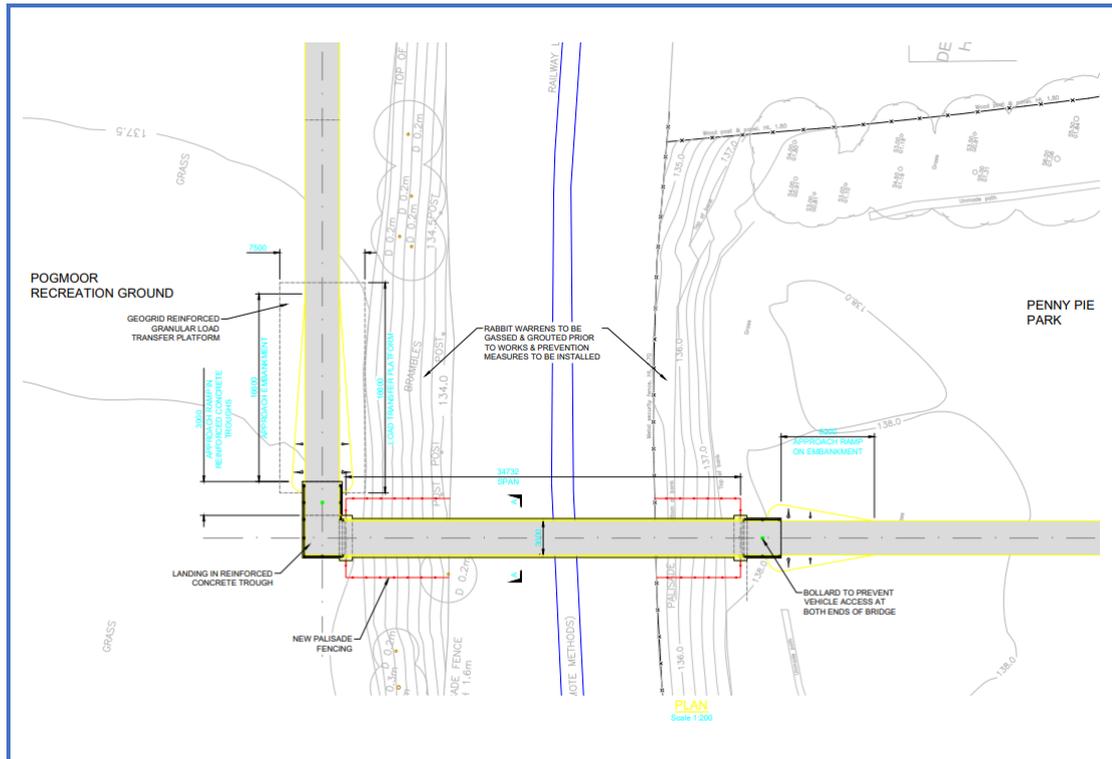
- 6.6 The location of the property is shown on the map below:-



### Description

- 6.7 The proposed easement will relate to a small area of the wider recreation ground on which to set the landing and transfer areas of a proposed bridge. PRG is predominately covered with grass and used for





## Accommodation

6.9 There are no buildings forming part of the property that is the subject of this report.

## Site area

6.10 In a conveyance dated 7<sup>th</sup> January 1935 the area of PRG of which Barnsley MBC is Trustee of is stated as comprising of 4.875 acres or thereabouts. The approximate area transposed from the plan within the conveyance is edged red on the attached plan at **Appendix 3**. Please note that we cannot reconcile exactly the boundaries on the conveyance plan with current day boundaries. The approximate area that is proposed to be subject to the easement for the bridge itself is shaded blue.

## 7. Basis of Value

7.1 Our valuation will be undertaken on the following basis in accordance with the RICS Red Book: -

### 7.2 Market Value (MV):

Market Value is defined as:

*The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.*

## 8. Valuation Date

8.1 4 October 2021.

## 9. Special Assumptions

9.1 None.

## 10. Assumptions and extent of investigations

10.1 We have undertaken verbal and web-based enquiries as set out in the following. This information has been relied on us as being accurate and complete.

### Inspection

10.2 The property has been inspected from the site boundaries in June 2021 and by the use of aerial imagery from Google Maps.

### Title

10.3 We do not undertake searches or inspections for title. We have assumed that good Title can be shown and that the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings. Where the Client obtains a Title Report, the contents of which conflict with this report, it should be referred to us for further consideration.

10.4 The interpretation of title documents is ultimately a matter for lawyers. Any assumptions as to title or interpretation of title documents we make in this report must be checked by your legal advisor. No responsibility or liability will be accepted for the true interpretation of any legal title in the properties.

### Tenants

10.5 We will reflect a general understanding of any tenant's status in our valuations, however we are not qualified to advise you on their financial standing. Where appropriate, we will make limited enquiries about financial status and in the context of investment property where a covenant is significant; such assumptions that affect the valuation approach will be commented upon in the relevant section of the report.

10.6 It is assumed that we will have been informed if tenants are in default of rental payments, or where there appear grounds for concern. We will assume that appropriate enquiries were made when leases were originally exchanged or when consent was granted to tenants to assign or underlet, and that tenants are therefore not in breach of covenant.

10.7 There is a Telecommunications mast located on PRG which we assume is subject to a lease. The proposed easement would not have any impact on it. Otherwise, we have not been informed of any leases, licences or other forms of tenancy having been granted on landing forming part of PRG.

### Condition of buildings

10.8 PRG comprises of open land and is free of buildings.

### Services

10.9 We understand that there are no services connected to the area of the proposed easement, although there may well be services such as gas, electricity, water and drainage connected to the wider area of PRG.

10.10 No tests have been carried out on any of the services which we have assumed are in good working order.

### Planning

10.11 It is assumed that the property complies with all necessary Planning, Listed Building and Building Regulation approvals as required.

10.12 We have consulted the planning portal on the website of Barnsley MBC. The following planning permission has been granted: -

Application Reference Number	10.13 2020/1038
------------------------------	-----------------

Description	Provision of new foot and cycle bridge over the existing Barnsley to Huddersfield rail line linking Penny Pie Park to Pogmoor recreation ground and associated new footways
Site Address	Penny Pie Park, Dodworth Road, Barnsley
Decision	Approve with Conditions

## Highways

- 10.14 We have not made enquiries of the relevant Highway Authority. We have assumed that all highways bounding the property are adopted.
- 10.15 We have assumed that there are no highway or other statutory schemes that adversely affect the property and that it has an unfettered right of access to an adopted public highway.

## Business Rates

- 10.16 We believe that PRG is not assessed for rating purposes.

## Statutory Regulations (General)

- 10.17 We have carried out such inspections and investigations as are, in the Valuer's professional judgement, appropriate and possible in the circumstances. These will include verbal /web-based planning enquiries. It is an assumption that the property and its value are unaffected by any matters which would be revealed by a local search and replies to the usual enquiries or statutory notice and that neither the property, its condition, its use, nor its intended use is or will be unlawful. It is recommended that verification is obtained from solicitors that:
- a. the position is correctly stated in the report;
  - b. the property is not adversely affected by any decisions made or conditions prescribed by Local Authority;
  - c. that there are no outstanding Statutory Notices.
  - d. The valuation is prepared on the basis that the property complies with statutory regulations including fire regulations, building regulations etc.

## Contamination and hazardous or deleterious materials

- 10.18 We are not environmental specialists. We do not undertake any environmental testing as part of a normal valuation inspection. However, should it be established subsequently that contamination exists at the property or on any neighbouring land or that the premises have been or are being put to any contaminative use, this might reduce the values reported.
- 10.19 When valuing property where we suspect contamination may exist this will be reported to the Client. The Client, when considered appropriate, should commission a report from an approved Environmental Consultant and should refer the report obtained to us for confirmation of, or adjustment to the original valuation.
- 10.20 We will refer to the consultant's report in identifying the nature of any contamination and adjust the valuation having regard to the estimated cost and likely liability for treatment. However, should it be established subsequently that other contaminants exist at the property or on any other neighbouring land, or that the premises have been or are being put to any contaminative uses, this may reduce the value reported.

- 10.21 However, whilst carrying out our valuation inspection and subsequent enquiries, we have not been made aware of any uses conducted at the subject property that would give us cause for concern as to possible environmental contamination.
- 10.22 We have assumed that no deleterious or hazardous materials or techniques were used in the construction of the property or have since been incorporated.

### Ground Conditions

- 10.23 Investigations have not been undertaken on the site in the form of any geotechnical report to determine the suitability of ground conditions or services for any new developments. We have assumed that there are no adverse ground conditions and that the load bearing qualities of the site are sufficient to support current buildings or any building/structures to be constructed thereon.

### Mining

- 10.24 We have not investigated the possibility of the property being underlain by former mine workings and have assumed that it is not adversely affected by such.

### Flooding

- 10.25 In order to assess if the subject property is at risk from flooding, we have consulted gov.uk on which the Environment Agency provides a 'Long term flood risk assessment for locations in England' to assess the risk of flooding from the sea, rivers and surface water.
- 10.26 Only a small area of PRG has a flood risk, this being from surface water and it does not impact on the area subject to the proposed easement.

### Sustainability

- 10.27 UK legislation requires that all properties when constructed are provided with an Energy Performance Certificate (EPC). In addition, existing properties when sold or rented must have an in date EPC.
- 10.28 Furthermore, under the Energy act 2011 it is now unlawful to rent a property which has an 'F' or 'G' energy efficiency rating.
- 10.29 An EPC is not required for the property as it does not comprise of any buildings.

### Taxation

- 10.30 We have made no allowance in our valuation for expenses of realisation or for taxation which may arise in the event of a disposal and our valuation is expressed as exclusive of any VAT that may become chargeable. Properties are valued disregarding any mortgages or other charges.

## 11. Sources of Information

- 11.1 We have relied on information provided by our client, (and professional advisors) and assume the information to be correct. Information relied upon is detailed in the relevant areas of this report.
- 11.2 Where we have expressed an opinion of legal issues, your legal advisors should confirm our opinion is correct before our valuation can be relied upon or published.

## 12. Restrictions on publication

- 12.1 Neither the whole nor any part of this report nor any reference to it may be included in any published document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.

## 13. Third party liability

- 13.1 Fowler Sandford LLP accepts responsibility to the Client alone that the report will be prepared with the skill, care and diligent responsibility to be expected of a competent Valuer and accepts no responsibility whatsoever to any parties other than the Client. Any third parties rely upon the report at their own risk.

## 14. RICS Valuation Standards (and departures from those standards)

- 14.1 This valuation has been undertaken in accordance with RICS Valuation – Global effective from 31 January 2020, incorporating the UK National Supplement issued November 2018. References to the “Red Book” refer to both of these documents.

## 15. Valuation & Recommendations

### Commentary

- 15.1 The subject matter of this report is the granting of an easement by the Trustee to allow a foot and cycle bridge spanning the adjacent railway line to sit on part of the land held in Trust and to provide access thereto from a public highway.
- 15.2 We have not had the benefit of seeing the current trust deed, however when the land was conveyed to Barnsley Corporation as trustee in 1935 it was stated in the conveyance that it was to be used for purposes connected with the social well being, recreation and conditions of living of workers in or about coal mines.
- 15.3 The conveyance further states that in the event of the said recreation ground being sold, that the net proceeds of such sale shall held upon such trusts and for such purposes connected with the social well being, recreation and conditions of living of workers in or about coal mines and with mining education and research as the Charity Commissioners shall approve.
- 15.4 Whilst at the time that Barnsley Corporation became Trustee of PRG it is likely that a significant part of the local community were directly involved or had indirect links to coal mining, this will have declined as the years have passed and given the time that has now passed since the closure of the coal mining industry in Barnsley it is likely that only a small proportion of the community now fit into the categories set out above. PRG is now functioning as a recreation ground for the local community in general.
- 15.5 Arguably if a landowner were to allow a third party to take benefit of an easement over its land it would look to receive some consideration, usually of a financial nature, either a capital or annual payment.
- 15.6 However, when looking at the current function of PRG it is for use of the local community for recreation purposes. For those residents situated to the south of the railway line, however access is by a lengthy walk for some. The bridge would therefore provide improved access to the park for the wider community. The bridge would also have benefit for those residents to the north of the railway line as it would provide improved access for students to Horizon Community College.
- 15.7 In addition to the access benefits, the funding for the bridge brings with it financial benefits that will fund improved facilities on PRG, these to include:
- Reformation of the football pitches to include an Under 8’s as well as an Under 11’s as well as the adults.
  - Two flexi-pave footpaths to be laid where the desire lines are already visible
  - One to the North servicing St. Owen’s Drive and Glendale Close.
  - One horizontal from the footbridge to the Glendale Close.
  - Two benches for people for spectators and walkers
  - Joint dog fouling and litter bins
  - 30 x native trees to be planted
  - 30,000 spring bulbs to be planted
- 15.8 Whilst we do not have the benefit of knowing the costs of providing these facilities, given that the financial package for the bridge is circa £1.5 million, it would seem that PRG would be benefitting financially from significantly more than the notional value of the easement.
- 15.9 We do not consider that there is a Market Value or Market Rent for the easement. Any such payment would depend on the negotiating positions of the parties and the financial benefit that the grantee would derive. In this case there would not appear to be a financial benefit to Barnsley MBC, only a social benefit for the wider community.

- 15.10 We understand that CISWO acknowledges that this wider community use accords with the purpose set out in the original conveyance.
- 15.11 On the basis of PRG providing a facility for the general community and that PRG is benefitting from improvements at nil cost, in our opinion it would not be appropriate to make a charge for the benefit of the easement. The proposal for a bridge over the railway, would appear to provide benefits to PRG in terms of access and would also bring with it some improved facilities. It may provide an opportunity to increase casual revenue form the site assuming that the improved football pitches were to be hired out to local teams.
- 15.12 In our opinion the granting of the proposed easement would not have a detrimental effect on the value of the freehold interest of PRG.
- 15.13 We would recommend that the access to the bridge should not create a public right of way across the site as this may impact on future marketability of the site in the event that either it was to be sold to a party who would wish to control access to the site, for example a football club; or for redevelopment purposes where the line of a footpath may impact on the development potential of the site.
- 15.14 CISWO have been approached for consent, which it has agreed to subject to the following: -
- The Council have complied with the requirements of the Charities Act 2011.
  - The deed of easement includes a lift and shift clause to enable the route to be amended in case of future redevelopment of Pogmoor Recreation Ground.
  - That access rights over the bridge and from Glendale Close will be permissive only and the Council will take the necessary steps to ensure no definitive rights of way are acquired.
  - The improvements to Pogmoor Recreation Ground detailed in the draft Surveyors Report by Fowler Sandford are completed before the footbridge is opened for use.
  - The freehold title of the site has been registered appropriately with the Land Registry ie under Proprietorship the register should record Barnsley MBC as trustee of the individual mining trust, Pogmoor Recreation Ground, and there should be the usual Charities Act 2011 restriction. In addition, the easement should be registered noting the charitable capacity in which the Council have granted the easement.
  - All other necessary consents and permissions having been obtained prior to the Works being carried out (and if planning permission is required this consent extends to the making of the necessary application, provided that a copy of any planning permission actually granted is forwarded to CISWO for our records as soon as possible).
  - The construction of the footbridge and associated works including improvements to Pogmoor Recreation Ground are carried out in a good and workman-like manner using appropriate materials and having regard to all relevant legislation, regulations and codes of practice (including without limitation those relating to Health and Safety).
  - The Trustees will keep the footbridge and improvements to Pogmoor Recreation Ground in good repair and condition throughout the term.
  - Payment of CISWO's fees in this matter which are £350 + VAT.

## Valuation

- 15.15 Having considered the matter, we are of the opinion that there is no general market for the interest under consideration and therefore the proposed easement does not have a Market Value.

## Charities Act Requirements

- 15.16 Under the terms of the Charities (Qualified Surveyors' Reports) Regulations 1982 (SI 1992/2890) we are obliged to consider a number of issues: -

Question	Yes/No	Comment
<b>Easements/Covenants/Charges</b>		
Are there any easements or restrictive covenants or charges benefiting or burdening the property:	Yes	The conveyance of 1935 stipulates the use for PRG for purposes connected with the social well being, recreation and conditions of living of workers in or about coal mines.  The property is currently put to wider public use  No public right of way should be allowed to be created by development of the bridge.
<b>Repair</b>		
Are the buildings in good repair:	N/A	No buildings on site
If No: would it be in the best interests of the Charity to carry out repairs prior to disposal?	N/A	
If Yes: what repairs and estimate of cost?	N/A	
<b>Alterations</b>		
Would it be in best interests of the Charity to alter any buildings or seek a change of use prior to disposal?	No	No buildings on site. Change of use is not required. Barnsley MBC will be responsible for obtaining any planning permission required for the bridge.
If Yes: What?	N/A	
<b>Method of Disposal</b>		
Should the land be divided into separate lots?	No	The easement is required over a specific area of land.
Should the property be advertised?	No	There is no general market for the property. This disposal is for a specific use of public benefit.
If Yes: what period and manner of advertising?	N/A	
If No: Why?		There is only a single party, Barnsley MBC that has a requirement for the easement
Do you consider the disposal should be delayed?	No	

<b>VAT</b>		
Is VAT chargeable on the disposal?		The VAT status of the property is not known to us however we would suspect that the property is not registered for VAT purposes and therefore VAT would not be chargeable.
If Yes: what effect does this have on the valuation of the property?		Given no consideration is to pass, VAT is unlikely to be chargeable in any event. The appropriate advice should be sought.

## 16. Limitations on Liability

- 16.1 No claim arising out of or in connection with this report may be brought against any member, employee, partner or consultant of Fowler Sandford LLP. Those individuals will not have a personal duty of care to any party and any claim for losses must be brought against Fowler Sandford LLP.

Yours faithfully

**Jeremy Wilson BSc (Hons) FRICS**

**RICS Registered Valuer**

**RICS Registered Number: 0081375**

**Authorised to sign on behalf of Fowler Sandford  
LLP**

**APPENDIX 1 - INSTRUCTIONS**

<b>Identification and status of the valuer</b>	<p>The Valuer on behalf of Fowler Sandford LLP with responsibility for this instruction is Jeremy Wilson BSc (Hons) FRICS, Registered Valuer.</p> <p>The Valuer is acting as an External Valuer.</p> <p>We confirm that the Valuer has sufficient knowledge of the relevant market, and the skills and understanding to undertake the valuation competently.</p> <p>We confirm that we do not have any material connection or involvement which would give rise to a conflict of interest and that we are in a position to provide an objective and unbiased valuation.</p>
<b>Client ('you') and any other users</b>	<p>Barnsley MBC as Trustee of Pogmoor Recreation Ground</p> <p>Estates - Regeneration &amp; Property - Place Directorate Barnsley MBC PO Box 634 Barnsley S70 9GG</p> <p>Client Contact: Tanya Hunter</p>
<b>Property to be valued</b>	<p>Pogmoor Recreation Ground, Pogmoor Road, Barnsley S75 2LP.</p> <p>Grant of Easement to Barnsley MBC.</p>
<b>Currency</b>	<p>£ Sterling.</p>
<b>Purpose of the Valuation</b>	<p>We understand that the valuation is required in connection with an easement to be granted to Barnsley MBC for construction of a bridge crossing an adjacent railway line.</p> <p>Our report is to comply with Section 119 of the Charities Act.</p>
<b>Basis of Value</b>	<p>The following definitions of Basis of Value will be used. They are derived from the International Valuation Standards.</p> <p><b>Market Value.</b> 'The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion'.</p> <p><b>Market Rent.</b> 'The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion'.</p>
<b>Valuation date</b>	<p>Date of Report.</p>



**Special Assumptions**

None

**Assumptions  
And extent of  
investigations and any  
limitations on the scope  
of work**

We will carry out such inspections and investigations as are, in the Valuer's professional judgement, appropriate and possible in the circumstances.

Our Valuation Report will incorporate the following assumptions.

a) Inspection

We have undertaken a visual inspection of the exterior and interior of the property to the extent which is accessible with safety and without undue difficulty and as can be seen whilst standing at ground level and within the boundaries of the site, and adjacent public/communal areas, and whilst standing at the various floor levels, which the Valuer considers reasonable in order to provide the service having regard to its purpose.

b) Title

We do not undertake searches or inspections for title. We have assumed that good Title can be shown and that the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoing. Where the Client will be obtaining a Report on Title which, if in conflict with this report, should be referred to us for further consideration.

The interpretation of title documents is ultimately a matter for lawyers. Any assumptions as to title or interpretation of title documents we make in this report must be checked by your legal advisor. No responsibility or liability will be accepted for the true interpretation of your (or in the case of a valuation for secured lending; the Borrowers) legal title in the property.

c) Tenants

We will reflect a general understanding of any tenant's status in our valuations, however we are not qualified to advise you on their financial standing. Where appropriate, we will make limited enquiries about financial status and in the context of investment property where a covenant is significant, such assumptions that affect the valuation approach will be commented upon in the relevant section of the report

It is assumed that we will have been informed if tenants are in default of rental payments, or where there appear grounds for concern. We will assume that appropriate enquiries were made when leases were originally exchanged or when consent was granted to tenants to assign or underlet, and that tenants are therefore not in breach of covenant.

d) Condition of buildings

We have not carried out a condition survey or inspected those parts of the property which are covered, unexposed or inaccessible nor have raised floor boards, moved any fixed apparatus or arranged for a test of the electrical, heating or other services. We are unable to confirm whether the property is free from any significant or urgent defects.

We have assumed that any buildings are in good repair and free from structural faults, rot, infestation or other defects

e) Services

No tests have been carried out on any of the services which we have assumed are in good working order.

f) Fixtures, fittings and process plant & machinery

Unless otherwise stated, all items normally associated with the valuation of land and buildings are included in the valuation and reinstatement costs to the extent that they existed at the date of inspection, including:

fixed space heating, domestic hot water system, lighting, mains services supplying these, sprinkler systems and associated equipment, water, electricity, gas and steam circuits not serving industrial or commercial processes, sub-station buildings, lifts and permanent structures including crane rails where forming an integral part of the building structure, suspended ceilings, drains, sewers and sewerage plants not primarily concerned with treating trade effluent, air conditioning except where part of a computer installation or primarily serving plant and machinery, carpets and fixed demountable partitions except where these are tenant's fixtures.

Unless otherwise specified the following items are excluded, except in the case of the Trading Related valuations where they are specifically included, unless stated to the contrary:

all items of process plant and machinery tooling and other equipment not primarily serving the building cranes, hoists, conveyors, elevators, structures which were ancillary to or form part of an item of process plant and machinery, sewerage plant primarily concerned with treating trade effluents, air conditioning where part of a computer installation or primarily serving plant and machinery and water, electricity, gas, steam and compressed air suppliers and circuits serving industrial and commercial processes.

Unless otherwise specified no allowance is made for the cost of repairing any damage caused by the removal from the premises of items of plant, machinery, fixtures and fittings.

g) Planning

It is assumed that the buildings comply with all necessary Planning, Listed Building and Building Regulation approvals as required.

We have consulted the planning portal on the website of the relevant planning authority. The information contained thereon is assumed to be accurate and up to date; however it should not be relied upon as this does not constitute a formal planning enquiry.

Written enquiries can take several weeks for response and incur charges. Where reassurance is required on planning matters, we recommend that formal written enquiries should be undertaken by the client's solicitors.

h) Statutory Enquiries

It is an assumption that the property and its value are unaffected by any matters which would be revealed by a local search and replies to the usual enquiries.

The valuation is prepared on the basis that the property has been constructed, or is being constructed, and is occupied or used in accordance with statutory regulations including fire regulations, building regulations etc and that there are no outstanding statutory notices.

i) Highways

We have not made enquiries of the relevant Highway Authority. We have assumed that all highways bounding the property are adopted.

We have assumed that there are no highway or other statutory schemes that adversely affect the property and that the property has an unfettered right of access to an adopted public highway.

j) Business rates

We have made enquiries of the VOA website to establish the entry for the property in the 2017 Rating List.

k) Council Tax

We have made enquiries to establish the Council Tax Band of the property (residential only)

l) Contamination and hazardous or deleterious materials

We are not environmental specialists. We do not undertake any environmental testing as part of a normal valuation inspection. However, should it be established subsequently that contamination exists at the property or on any neighbouring land or that the premises have been or are being put to any contaminative use, this might reduce the values reported.

When valuing property where we suspect contamination may exist this will be reported to the Client. The Client, when considered appropriate, should commission a report from an approved Environmental Consultant and should refer the report obtained to us for confirmation of, or adjustment to the original valuation.

We will refer to the consultant's report in identifying the nature of any contamination and adjust the valuation having regard to the estimated cost and likely liability for treatment. However, should it be established subsequently that other contaminants exist at the property or on any other neighbouring land, or that the premises have been or are being put to any contaminative uses, this may reduce the value reported.

We have assumed that no deleterious or hazardous materials or techniques were used in the construction of the property or have since been incorporated.

m) Ground Conditions

Investigations have not been undertaken on the site in the form of any geotechnic report to determine the suitability of ground conditions or services for any new developments. We have assumed that there are no adverse ground conditions and that the load bearing qualities of the site are sufficient to support current buildings or any buildings to be constructed thereon.

n) Mining

We have not investigated the possibility of the property being underlain by former mine workings and have assumed that it is not adversely effected by such.

o) Flooding

In order to assess if the subject property is at risk from flooding we have consulted the website gov.uk on which the Environment Agency provides a 'Long term flood risk assessment for locations in England' to assess the risk of flooding from the sea, rivers and surface water.

p) Sustainability

UK legislation requires that all properties when constructed are provided with an Energy Performance Certificate (EPC). In addition, existing properties when sold or rented must have an in date EPC.

Furthermore under the Energy act 2011 it is now unlawful to rent a property which has an 'F' or 'G' energy efficiency rating.

EPC's are recorded on a Government register. We have checked the register to ascertain if the property has an EPC and if so it's rating.

q) Taxation

We have made no allowance in our valuation for expenses of realisation or for taxation which may arise in the event of a disposal and our valuation is expressed as exclusive of any VAT that may become chargeable. Properties are valued disregarding any mortgages or other charges.

**Sources of information**

We have relied on information provided by our client, and professional advisors and assume the information to be correct. Information relied upon is detailed in the relevant areas of this report

Where we have expressed an opinion of legal issues, your legal advisors should confirm our opinion is correct before our valuation can be relied upon or published.

Where our advice is based around comparable evidence, this evidence is often based on enquiries of other parties and its accuracy cannot always be assured. We will base our advice only on comparable evidence we have reason to believe is accurate. In most cases we will not have inspected any comparable properties referred to.

**Restrictions on publication**

Neither the whole nor any part of this report nor any reference to it may be included in any published document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.

**Third party liability**

The report is provided for the stated purpose and for the sole use of the Client. Fowler Sandford LLP accepts responsibility to the Client alone that the report will be prepared with the skill, care and diligent responsibility to be expected of a competent Valuer and accepts no responsibility whatsoever to any parties other than the Client. Any third parties rely upon the report at their own risk.

<b>RICS Valuation Standards (and departures from those standards)</b>	The Valuation and Report will be prepared in accordance with the RICS Valuation – Global Standards (effective 31st January 2020) and UK National supplement (effective 14th January 2019) – ‘Red Book’.
<b>Description of report</b>	The report will comply with the requirements of the Red Book.  It will be made available in pdf/hard copy form.
<b>Fee</b>	£850 plus VAT
<b>Complaints</b>	The firm operates a Complaints Handling Procedure in accordance with RICS guidelines. A copy is available upon request.
<b>RICS Monitoring</b>	The firm and valuer are registered with RICS Valuer Registration. Please note that our files may be subject to monitoring under the institution’s conduct and disciplinary regulations.
<b>Limitations on liability</b>	No claim arising out of or in connection with this report may be brought against any member, employee, partner or consultant of Fowler Sandford LLP. Those individuals will not have a personal duty of care to any party and any claim for losses must be brought against Fowler Sandford LLP.  Our maximum total liability for any direct loss or damage caused by our negligence or breach of contract or otherwise is limited to £1 million. We do not accept liability for any indirect or consequential loss, (such as loss of profits).
<b>Terms of Business</b>	<p>a. Fowler Sandford LLP is a Limited Liability Partnership</p> <p>Registered Number: OC392226 VAT Registration Number: 172 5503 74</p> <p>Address: 8 St James Street Sheffield S1 1XN</p> <p>b. The details of our professional indemnity insurance will be provided to you on request by the Fowler Sandford person with responsibility for this instruction.</p> <p>c. English law shall apply in every respect in relation to the valuation. The Agreement with the client which shall be deemed to have been made in England. In the event of a dispute arising in connection with the valuation, the client and any third party using the valuation will submit to the jurisdiction of the English Courts irrespective of where the client or the property is located.</p> <p>d. Our fee basis and the fee payable date is as set out above. If an invoice remains outstanding for more than 28 days beyond the later of the fee payable date or the date the invoice was issued to you then we reserve the right to charge interest at 3% above the base rate for the time being of Lloyds Bank plc.</p> <p>e. In the event that we find it necessary to employ legal representatives or collection agents to recover monies due, you will be required to pay all costs and disbursements so incurred.</p>

- f. Should the instruction be terminated by you, or materially changed or delayed, Fowler Sandford reserve the right to charge an abortive fee calculated on the basis of reasonable time and expenses incurred.

We accept these terms of engagement as an accurate summary of the instructions to provide a valuation.

**Signed:**

**Signed:**

**Name: Jeremy Wilson BSc (Hons) FRICS  
For and on behalf of: Fowler Sandford LLP**

**Name:  
For and on behalf of Trustees of the Pogmoor  
Recreation Ground**

**Dated: 18 June 2021**

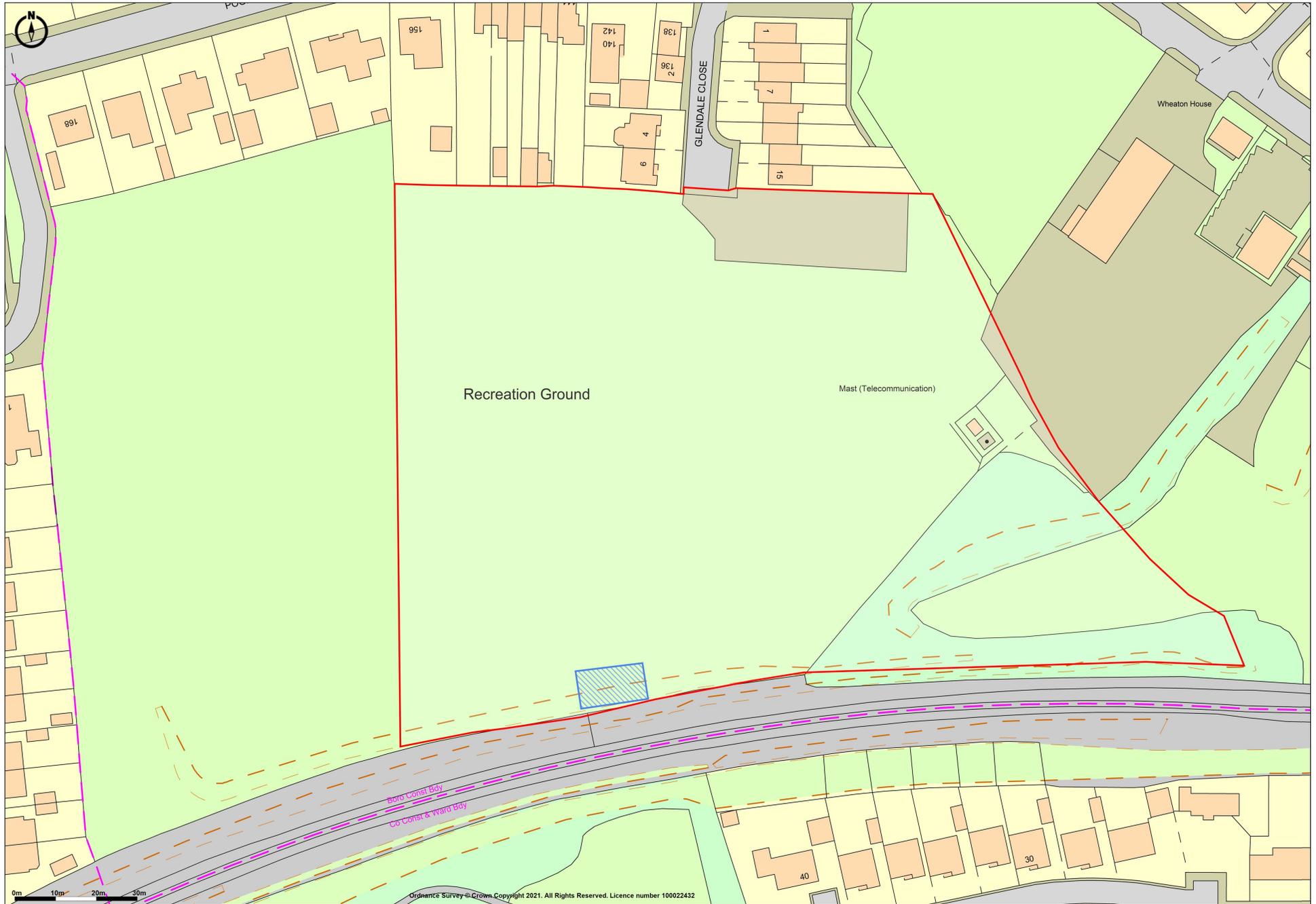
**Dated:**

## APPENDIX 2 – DESIGN PLAN



## APPENDIX 3 – SITE PLAN

# Pogmoor Recreation Ground



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