

From: Edwards. T

Dear Sirs ,

I am responding to the invitation to submit representations on the above, and specifically para 3.22 on Page 68 of the Submission Draft Sites and Policies Plan and Draft Policies Map.

"Where it is deemed necessary and acceptable for a school to have shared use of a nearby open space, with the school having sole access to an area during school hours, an appropriately worded legal agreement should be put in place to ensure continued access in the event of the ownership or management of the school or open space changes from that of the council".

It is evident that education is undergoing a number of changes with local authority controlled schools, free schools and academies offering education to a diverse range of interests. The common denominator is that all pupils of these diverse schools are being educated in the borough and the welfare of all children must be a paramount aim of the Council, and of the UK. Policies must therefore offer some flexibility of provision for a diverse range of schools, as existing or as may develop in the future.

The policy is flawed as presented:

- 1) The Localism Act gives communities the right to challenge Councils on the management of council assets. The Council policy appears to ensure that no changes can be contemplated on open space uses and a school has rights which are placed above any other interests within a community. This appears contrary to the provisions of the Localism Act.
- 2) There is no indication of what an "appropriate legal agreement" will be in ensuring access. This might be for 9 years or 99 years.
- 3) What are school hours , between 9 and 3.30? Are Saturday matches held during school hours? The wording lacks precision in its definition of hours and duration of legal agreements.
- 4) If a school makes poor use of a nearby open space why should it continue to enjoy sole access , potentially to the detriment of the space itself, to detriment of other schools and to the use of the space by the local community.
- 5) If the reason for the insertion of this clause is to seek to provide rights for a school such as the Ursuline in its potential use of playing fields in Morley park , why is there a specific policy being written under the guise of a general policy? It is assumed this is not an intent to deliberately pre-empt any agreement on the establishment of a Community Trust . There is a proposal in discussion for a Community Trust to manage Morley Park on which the Ursuline School will be represented as a preferred user. The management of the park and the of sports facilities by the Ursuline does not require such a policy as being promoted.
- 6) The policy lacks flexibility in changing times in education and appears to protect the status quo of existing interests.

I trust it will therefore not be approved in its current wording and will not appear in Council policies.

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