

# Merton Council

## Council

15 November 2023

### Supplementary Agenda

- 3 Request to hold an extraordinary meeting of the Council under Part 4A, section 3.1(c) of the Council's Constitution 1 - 20

A formal request has been received by the Mayor to call an extraordinary meeting of the Council under Part 4A, section 3.1(c) of the Council's Constitution signed by the following Members:

Cllr Paul Kohler  
Cllr Simon McGrath  
Cllr Samantha MacArthur  
Cllr Tony Reiss  
Cllr Jil Hall

In accordance with the Constitution, the extraordinary meeting will consider the following single item of business:

“The Covenants agreed between the Council and the AELTC when the freehold of the Wimbledon Park Golf course site was sold to the AELTC in 1993”.

This page is intentionally left blank

## **Committee: Extraordinary General Council meeting**

**Date: 15 November 2023**

Wards: Wimbledon Park

## **Subject: The Covenants agreed between the Council and the AELTC when the freehold of the Wimbledon Park Golf course site was sold to the AELTC in 1993**

Lead officer: Executive Director for Housing and Sustainable Development, Lucy Owen

Lead member: Cabinet Member for Finance and Corporate Services, Councillor Billy Christie

Contact officer: Deputy Head of Future Merton, Tara Butler

---

### **Recommendations:**

A. That Council note the contents of the report.

---

## **1 PURPOSE OF REPORT AND EXECUTIVE SUMMARY**

1.1. On 27<sup>th</sup> October 2023, a formal request was received by the Mayor to call an extraordinary meeting of the Council under Part 4A, section 3.1(c) of the Council's Constitution signed by the following Members:

- Cllr Paul Kohler
- Cllr Simon McGrath
- Cllr Samantha MacArthur
- Cllr Tony Reiss
- Cllr Jil Hall

1.2. In accordance with the Constitution, the extraordinary meeting will consider the following single item of business:

"The Covenants agreed between the Council and the AELTC when the freehold of the Wimbledon Park Golf course site was sold to the AELTC in 1993".

1.3. The request was for a short report setting out:

- the factual position regarding the covenants,
- the public assurances made to the community by the Council at the time of the sale and
- the Council's recent statement stating that "*The covenants must be addressed by All England Lawn Tennis Club before any development is commenced*"

## **2 DETAILS**

### **The factual position regarding the covenants**

- 2.1. Covenants exist on part of the site allocation, dating from 1993 when the council sold what was then Wimbledon Park Golf Course to the All England Lawn Tennis Group (AELTG) in 1993. Like many land ownership issues, the covenants are a separate legal process to the council's role in making planning decisions.
- 2.2. Merton's Development and Planning Committee considered a report for the AELTG planning application 21/P2900 at their meeting on 26<sup>th</sup> October 2023. In that report, councillors considered Section 1.6 which summarises the covenants and explains why officers do not consider the covenants to be material to determining planning application 21/P2900, having considered legal advice on the issue.
- 2.3. In 1993 the London Borough of Merton owned the freehold of Wimbledon Park golf course with a long lease to the Wimbledon Park golf course which was due to expire on 7 May 2041. The council decided to sell the freehold to AELTG in 1993.
- 2.4. In summary, the sale of the Wimbledon Park Golf Course freehold to AELTG in 1993 contains restrictive covenants which, in substance, require the owner to use the golf course land only for leisure and recreation or as an open space, and restricts the erection of buildings, other than those ancillary to recreational or open space uses and which building or buildings will not impair the appreciation of the general public of the extent or openness of the land transferred.
- 2.5. In addition, the transfer contains a positive covenant requiring the provision of a lakeside walkway open to the public once both relevant leases and golfing use has ceased permanently.
- 2.6. In the event that a conflict arises between any part of the development and any part of the covenants, it will be a matter for the landowner, AELTG, to secure a release from the relevant covenant. Two principal routes are available to achieve this.
- 2.7. Firstly, AELTG could ask the council to release or modify the covenant as the council is the party with the benefit of the covenant in its capacity as landowner of the adjoining Wimbledon Park. In general, a party with the benefit of a covenant has power to agree to discharge or modify that covenant. The council as landowner has, in principle, such a power in respect of the covenants. It will be a matter for the council in its capacity as landowner to decide whether to exercise that power, should it be asked to do so and will seek advice as to how best to engage with residents. The council would of course observe any legal requirements which arise in respect of the specific covenant under consideration.
- 2.8. At the time of writing, the council has not been asked by AELTG to modify the covenant.
- 2.9. Secondly, and alternatively, the landowner, AELTG, may seek to vary or to discharge a restrictive covenant by making an application to the Upper Tribunal (Lands Chamber) pursuant to s.84 of the Law of Property Act 1925 where it can

be shown that one of the grounds set out in that section applies. See extract at appendix C to this report.

- 2.10. These two options are not interdependent and AELTG do not require consent of the Council to make an application to the Upper Tribunal.

### **The public assurances made to the community by the Council at the time of the sale.**

- 2.11. The Council's decisions in and around 1993 are the public record of the Council's decision at the time. These are set out in Appendix D to this report being the Leisure Services Committee decision of 31 March 1993, Policy and Resources Committee decision of 27 April 1993 and Council of 5 May 1993. [Officers are aware of newspaper articles published at the time reflecting various comments of Councillors at the time but these are not the public decision of the Council].
- 2.12. The terms of the transfer dated 31 December 1993 reflect the decision of the Council in 1993.

### **The Council's recent statement stating that "The covenants must be addressed by All England Lawn Tennis Club before any development is commenced"**

- 2.13. The statement above is not attributable to the council. Appendix E to this report contains recent statements relevant to the above matter.
- i. Council statement following Development and Planning Committee (27<sup>th</sup> October 2023)
  - ii. Council leader seeks clarity from All England Club on how it intends to adhere to covenants on Wimbledon Park Golf Course (27<sup>th</sup> October 2023). This statement contained a link to a letter from the Leader of the Council to the Chief Executive of the All England Lawn Tennis Club dated 27 October 2023.
- 2.14. As a matter of fact, planning consent will not be issued until the application submitted to Wandsworth Council has been determined and a section 106 agreement securing the terms as set out in the development and planning committee report has been completed. These applications are also subject to a potential call in by the Mayor of London.
- 2.15. It is a matter for AELTG to present to the Council how they intend to progress their proposed development where this conflicts with the terms of the 1993 Transfer; either by application to the Upper Tribunal or seeking a release or modification from the Council because to do otherwise would put AELTG in breach of these covenants and actionable in law with appropriate remedies e.g., injunction.
- 2.16. Until AELTG's proposal is known, the Council is unable to properly consider all relevant matters and any impact on the terms of the 1993 Transfer or be in a position to rationally determine how best to address any potential breaches.

## **3 ALTERNATIVE OPTIONS**

- 3.1. None for the purposes of this report.

**4 CONSULTATION UNDERTAKEN OR PROPOSED**

4.1. None for the purposes of this report.

**5 TIMETABLE**

5.1. None for the purposes of this report.

**6 FINANCIAL, RESOURCE AND PROPERTY IMPLICATIONS**

6.1. As set out in the body of this report.

**7 LEGAL AND STATUTORY IMPLICATIONS**

7.1. As set out in the body of this report.

**8 HUMAN RIGHTS, EQUALITIES AND COMMUNITY COHESION IMPLICATIONS**

8.1. None for the purposes of this report.

**9 CRIME AND DISORDER IMPLICATIONS**

9.1. None for the purposes of this report.

**10 RISK MANAGEMENT AND HEALTH AND SAFETY IMPLICATIONS**

10.1. None for the purposes of this report

**11 APPENDICES – THE FOLLOWING DOCUMENTS ARE TO BE PUBLISHED WITH THIS REPORT AND FORM PART OF THE REPORT**

- Appendix A – wording of Schedules 3 and 4 of the 1993 covenant
- Appendix B – map of covenant land
- Appendix C – extract of section 84 Law of Property Act 1925
- Appendix D – copy minutes from 1993 - Leisure Services Committee decision of 31 March 1993, Policy and Resources Committee decision of 27 April 1993 and Council of 5 May 1993.
- Appendix E – Council statements dated 27<sup>th</sup> October 2023 and Letter from the Leader of the Council to AELTC's Chief Executive dated 27<sup>th</sup> October 2023

**12 BACKGROUND PAPERS**

## APPENDIX A - WORDING OF COVENANT SCHEDULES 3 AND 4

### THE THIRD SCHEDULE

1 Not to use the Property otherwise than for leisure or recreational purposes or as an open space Provided Always that this restriction shall not prevent the use of the Property for car parking generally in the manner adopted in connection with the Championships held in 1993 and uses ancillary thereto for and in connection with the Transferee's annual tennis Championships held at the Transferee's adjacent land;

2 No building shall be erected on the Property other than a building or buildings the use of which is ancillary to the recreational or open space use referred to in paragraph 1 above and which building or buildings will not impair the appreciation of the general public of the extent or openness of the Property Provided Always that this restriction shall not prevent the Transferee or its successors in title from consenting to the erection of a building which is not permitted under this paragraph 2 where consent is required to be given to the erection of such a building pursuant to the provisions of the Lease or any extension or renewal thereof;

3.1 This covenant will not take effect in relation to any part of the area shown coloured green on Plan B annexed hereto ("the Dedication Land") until the Lease or any continuation or renewal thereof ceases to subsist.

3.2 Subject to paragraph 3.1 above as soon as practicable after golf ceases permanently to be a use on any part of the Dedication Land (a "Relevant Part") the Transferee or its successors in title will dedicate that Relevant Part as a public walkway Provided Always that the Transferor shall have the right to defer the said dedication of the Relevant Part on giving the Transferee 28 days notice in writing to a date which may be nominated by the Transferor ("the Deferred Date") subject to giving the Transferee 28 days prior written notice of the Deferred Date.

C [ THE FOURTH SCHEDULE

1 To be responsible for the level of water in the Lake and for the maintenance of the Lake walls (to the extent that The Wimbledon Park Golf Club Limited is not obliged to maintain the Lake walls pursuant to the Lease) and the Transferor shall have all such rights of entry on to the Property as may be necessary to fulfill these obligations;

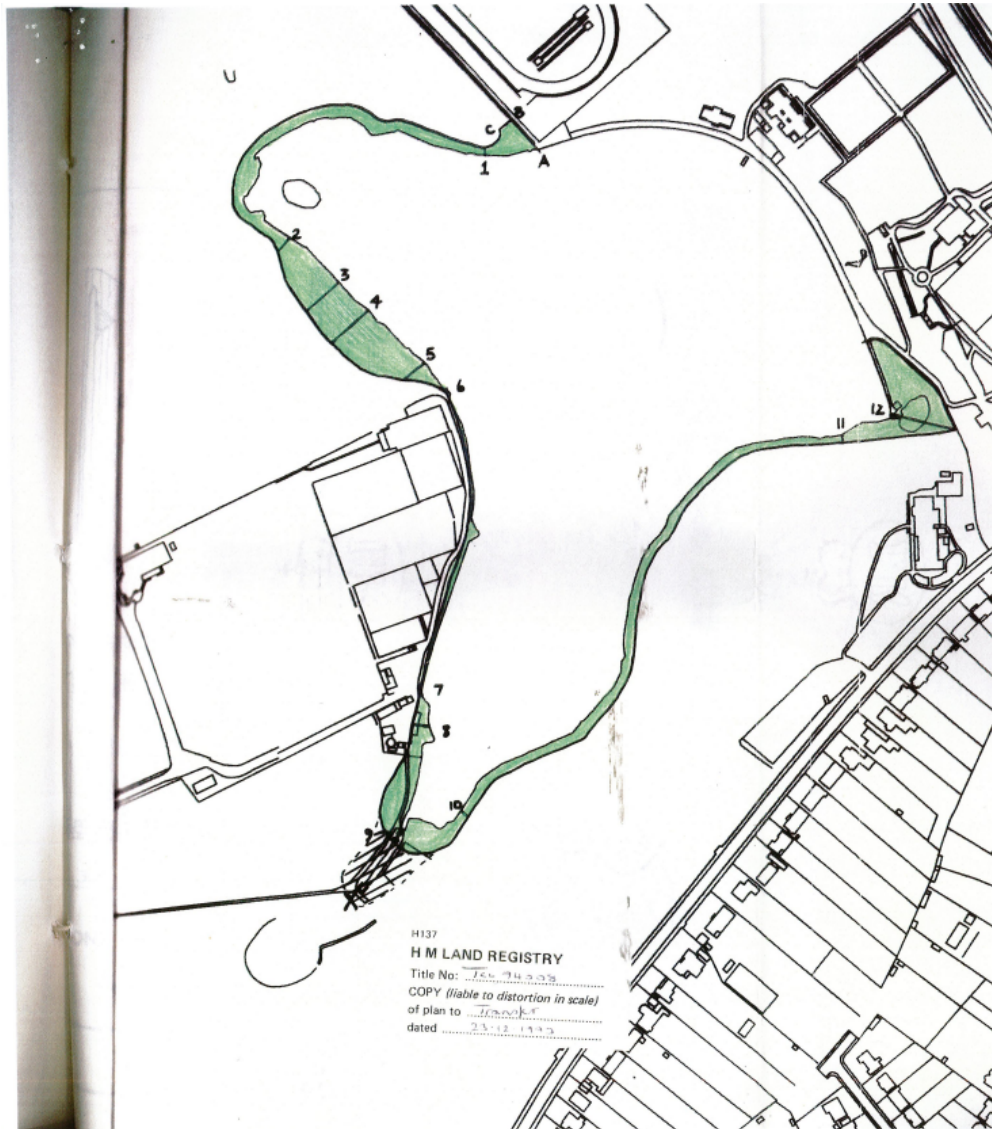
2 Not to give any acknowledgement to the owners or occupiers of the Cricket Club that any building now or hereafter constructed or permitted to be constructed by the owners of the Cricket Club does not encroach on the Property notwithstanding the acknowledgement by the Transferor to the Transferee that the relevant part of the boundary of the Property is that identified on site by the line of the angle-iron stakes on 1 December 1993;

3 If at any time the whole or any part of the area shown coloured green on Plan B is dedicated as a public walkway at the Transferor's cost to fence the boundary of the said walkway to the minimum specification shown on the plan annexed hereto marked Plan C within one year after the date of the said dedication.



**APPENDIX B – MAP OF COVENANT LAND**

Page 7



H137  
H M LAND REGISTRY  
Title No: 154 74 223  
COPY (liable to distortion in scale)  
of plan to 154 74 223  
dated 23.12.1993

**WIMBLEDON PARK- LAKESIDE WALK**

A - B	81ft
B - C	35ft
A - C	90ft
1	16ft
1 - 2	16ft approximately following contour of the lake
2	35ft
3	96ft
4	100ft
5	72ft
6 - 7	Follows along the boundary of Cricket Club & Council owned land as identified by the "angle-iron" stakes.
8	39ft
9	25ft - Council retains the right to pass over the land hatched black in order to maintain the surface water inlet marked " X ".
10	20ft
10 - 11	16ft approximately following the contour of the lake.
11	16ft
12	144ft

Peter G  
PLAN B

## **Law of Property Act 1925**

### **1925 CHAPTER 20**

#### **Law of Property Act 1925 (1925 c 20)**

#### **UK Parliament Acts > L > LA-LG > Law of Property Act 1925 (1925 c 20) > Part II Contracts, Conveyances and other Instruments (ss 40-84)**

#### **84 Power to discharge or modify restrictive covenants affecting land**

((1) The [Upper Tribunal] shall (without prejudice to any concurrent jurisdiction of the court) have power from time to time, on the application of any person interested in any freehold land affected by any restriction arising under covenant or otherwise as to the user thereof or the building thereon, by order wholly or partially to discharge or modify any such restriction on being satisfied—

- (a) that by reason of changes in the character of the property or the neighbourhood or other circumstances of the case which the [Upper Tribunal] may deem material, the restriction ought to be deemed obsolete; or
- (aa) that (in a case falling within subsection (1A) below) the continued existence thereof would impede some reasonable user of the land for public or private purposes or, as the case may be, would unless modified so impede such user; or
- (b) that the persons of full age and capacity for the time being or from time to time entitled to the benefit of the restriction, whether in respect of estates in fee simple or any lesser estates or interests in the property to which the benefit of the restriction is annexed, have agreed, either expressly or by implication, by their acts or omissions, to the same being discharged or modified; or
- (c) that the proposed discharge or modification will not injure the persons entitled to the benefit of the restriction;

and an order discharging or modifying a restriction under this subsection may direct the applicant to pay to any person entitled to the benefit of the restriction such sum by way of consideration as the Tribunal may think it just to award under one, but not both, of the following heads, that is to say, either—

- (i) a sum to make up for any loss or disadvantage suffered by that person in consequence of the discharge or modification; or
- (ii) a sum to make up for any effect which the restriction had, at the time when it was imposed, in reducing the consideration then received for the land affected by it.

(1A) Subsection (1)(aa) above authorises the discharge or modification of a restriction by reference to its impeding some reasonable user of land in any case in which the [Upper Tribunal] is satisfied that the restriction, in impeding that user, either—

(a) does not secure to persons entitled to the benefit of it any practical benefits of substantial value or advantage to them; or

(b) is contrary to the public interest;

and that money will be an adequate compensation for the loss or disadvantage (if any) which any such person will suffer from the discharge or modification.

### **Law of Property Act 1925 (1925 c 20)**

(1B) In determining whether a case is one falling within subsection (1A) above, and in determining whether (in any such case or otherwise) a restriction ought to be discharged or modified, the [Upper Tribunal] shall take into account the development plan and any declared or ascertainable pattern for the grant or refusal of planning permissions in the relevant areas, as well as the period at which and context in which the restriction was created or imposed and any other material circumstances.

(1C) It is hereby declared that the power conferred by this section to modify a restriction includes power to add such further provisions restricting the user of or the building on the land affected as appear to the [Upper Tribunal] to be reasonable in view of the relaxation of the existing provisions, and as may be accepted by the applicant; and the [Upper Tribunal] may accordingly refuse to modify a restriction without some such addition.

(2) The court shall have power on the application of any person interested—

(a) to declare whether or not in any particular case any freehold land is, or would in any given event be, affected by a restriction imposed by any instrument; or

(b) to declare what, upon the true construction of any instrument purporting to impose a restriction, is the nature and extent of the restriction thereby imposed and whether the same is, or would in any given event be, enforceable and if so by whom.

Neither subsections (7) and (11) of this section nor, unless the contrary is expressed, any later enactment providing for this section not to apply to any restrictions shall affect the operation of this subsection or the operation for purposes of this subsection of any other provisions of this section.

(3) The [Upper Tribunal] shall, before making any order under this section, direct such enquiries, if any, to be made of any government department or local authority, and such notices, if any, whether by way of advertisement or otherwise, to be given to such of the persons who appear to be entitled to the benefit of the restriction intended to be discharged, modified, or dealt with as, having regard to any enquiries, notices or other proceedings previously made, given or taken, the [Upper Tribunal] may think fit.

(3A) On an application to the [Upper Tribunal] under this section the [Upper Tribunal] shall give any necessary directions as to the persons who are or are not to be admitted (as appearing to be entitled to the benefit of the restriction) to oppose the application, and no appeal shall lie against any such direction; but [Tribunal Procedure Rules] shall make provision whereby, in cases in which there arises on such an application (whether or not in connection with the admission of persons to oppose) any such question as is referred to in subsection (2)(a) or (b) of this section, the proceedings on the application can and, if the rules so provide, shall be suspended to enable the decision of the court to be obtained on that question by an application under that subsection, ... or otherwise, as may be provided by those rules or by rules of court.

(5) Any order made under this section shall be binding on all persons, whether ascertained or of full age or capacity or not, then entitled or thereafter capable of becoming entitled to the benefit of any restriction, which is thereby discharged, modified or dealt with, and whether such persons are parties to the proceedings or have been served with notice or not.

(6) An order may be made under this section notwithstanding that any instrument which is alleged to impose the restriction intended to be discharged, modified, or dealt with, may not have been produced to the court or the [Upper Tribunal], and the court or the [Upper Tribunal] may act on such evidence of that instrument as it may think sufficient.

(7) This section applies to restrictions whether subsisting at the commencement of this Act or imposed thereafter, but this section does not apply where the restriction was imposed on the occasion of a disposition made gratuitously or for a nominal consideration for public purposes.

#### **Law of Property Act 1925 (1925 c 20)**

(8) This section applies whether the land affected by the restrictions is registered or not.

(9) Where any proceedings by action or otherwise are taken to enforce a restrictive covenant, any person against whom the proceedings are taken, may in such proceedings apply to the court for an order giving leave to apply to the [Upper Tribunal] under this section, and staying the proceedings in the meantime.

(11) This section does not apply to restrictions imposed by the Commissioners of Works under any statutory power for the protection of any Royal Park or Garden or to restrictions of a like character imposed upon the occasion of any enfranchisement effected before the commencement of this Act in any manor vested in His Majesty in right of the Crown or the Duchy of Lancaster, nor (subject to subsection (11A) below) to restrictions created or imposed— .

(a) for naval, military or air force purposes,

[(b) for civil aviation purposes under the powers of the Air Navigation Act 1920, of section 19 or 23 of the Civil Aviation Act 1949 or of section 30 or 41 of the Civil Aviation Act 1982.]

(11A) Subsection (11) of this section—

(a) shall exclude the application of this section to a restriction falling within subsection (11)(a), and not created or imposed in connection with the use of any land as an aerodrome, only so long as the restriction is enforceable by or on behalf of the Crown; and

(b) shall exclude the application of this section to a restriction falling within subsection (11)(b), or created or imposed in connection with the use of any land as an aerodrome, only so long as the restriction is enforceable by or on behalf of the Crown or any public or international authority.

(12) Where a term of more than forty years is created in land (whether before or after the commencement of this Act) this section shall, after the expiration of twenty-five years of the term, apply to restrictions, affecting such leasehold land in like manner as it would have applied had the land been freehold:

Provided that this subsection shall not apply to mining leases.]

End of Document

APPENDIX D – COPY MINUTES FROM 1993 - LEISURE SERVICES COMMITTEE  
DECISION OF 31 MARCH 1993, POLICY AND RESOURCES COMMITTEE  
DECISION OF 27 APRIL 1993 AND COUNCIL OF 5 MAY 1993.

LEISURE SERVICES COMMITTEE  
31st March 1993

---

LEISURE SERVICES COMMITTEE  
WEDNESDAY, 31ST MARCH 1993  
(7.15 pm - 10.25 pm)

PRESENT: Councillor Harper (Chair); Councillors J B Abrams,  
Colman, D R Cowling, Edwards, Elvidge, Joan Pethen,  
Stanford, Vail and Welsh.

Councillor Mrs May was also present.

Apologies for absence were received from Councillors Lee and  
Geoffrey Smith.

1729 MINUTES (Agenda Item 2)

RESOLVED: That the Minutes of the meeting held on  
3rd February 1993 be signed as a correct record.

1730 WIMBLEDON PARK GOLF COURSE, HOME PARK ROAD, SW19 (Agenda  
Item 18 and report to Council)

In accordance with the Access to Information Act 1985, the  
Chair approved the late submission of this item as a matter of  
urgency in order to ensure the effective and efficient  
operation of the Council's business.

It was moved and seconded that the resolutions set out below  
be adopted.

An amendment was moved by Councillor Elvidge and seconded by  
Councillor Joan Pethen that (1) the Press and public be  
excluded from the meeting in order to discuss the potential  
capital value of the site; and

(2) that the item be deferred for public consultation,  
the outcome of which to be reported to the next meeting of the  
Committee.

Upon being put to the vote, the amendment was declared to be  
lost by 6 votes to 4 (Councillors Edwards, Elvidge, Joan  
Pethen and Welsh voting for the amendment).

The substantive motion was thereupon put to the meeting and  
declared to be carried by 6 votes to 4 (Councillors Edwards,  
Elvidge, Joan Pethen and Welsh dissenting).

RESOLVED: That Wimbledon Park Golf Course be declared  
surplus to Leisure Services requirements, subject to the  
retention of the lake and the reservation that access be  
made available to the public around the lake at the  
earliest date (subject to paragraph 2.4 of the report).

MIN\4958.JD\JG

852

651

The original motion was then put to the vote and carried by 5 votes to 3.

RESOLVED: (Councillors Ashcroft, A.H. Jones and Joan Pethen dissenting) That Wimbledon Park Golf Course be declared surplus to Council requirements and disposed of, subject to the Leisure Services Committee reservations that the lake be retained and that access be made available to the public around the lake at the earliest date (subject to paragraph 2.4 of the report), subject to a covenant preventing the use of the land otherwise than for leisure or recreation purposes or as an open space, and otherwise on terms and in a manner to be agreed by the Director of Environmental Services in consultation with the Chair.

1901 THE VESTRY HALL - USE OF THE PUBLIC HALL AND REVIEW OF SECURITY, CARETAKING AND PORTERING SERVICES (Agenda Item 3)

The Assistant Chief Executive (Legal Services) undertook to arrange for Councillor A.H. Jones to be advised of the re-allocation of duties from the current post of Supervisor (Scale 6) to the two new posts of Working Supervisor (Manual Grade 5) as depicted in the Appendices to the report.

RESOLVED: That, in the light of the approval of the Grants Services Committee to permanent seven day opening of the Vestry Hall, the establishment of the Chief Executive's Department, Security, Caretaking and Portering services be amended on a permanent basis as follows:

1. A second post of Caretaker/Handyperson be added to the establishment of the Vestry Hall;
2. The post of Supervisor at Merton Civic Centre be deleted from the establishment;
3. Two posts of Working Supervisor be added to the establishment at Merton Civic Centre; and
4. Two posts of Security Officer be deleted from the establishment at Merton Civic Centre.

1902 ACCOMMODATION FOR TENANTS' ADVICE WORKER AND TENANTS AND RESIDENTS' ASSOCIATIONS (Agenda Item 4)

RESOLVED: That the Sub-Committee agrees to the request of the Housing Services Committee to a letting of the ex-doctor's surgery at London Road, Mitcham and this be on the basis of a market rent fully funded by a grant from the Housing Services Committee.

APPENDIX "D"

ADMINISTRATION AND LAND SUB-COMMITTEE  
TUESDAY, 6TH APRIL 1993  
(7.15 pm - 9.00 pm)

PRESENT: Councillor Proctor (in the Chair); Councillors  
Ashcroft, Colman, Connellan, A.H. Jones, Joan  
Pethen, Searle and C.R. Watson.

Councillors Edwards, Mrs May and J.A. Watson were  
also present.

1899 MINUTES (Agenda Item 2)

RESOLVED: That the Minutes of the meeting held on 9th  
February 1993 be signed as a correct record.

1990 WIMBLEDON PARK GOLF COURSE (Agenda Item 6 and report to  
Policy and Resources Committee)

The Sub-Committee was addressed by Mr J. Uden, Chairman of the  
Wimbledon Park Residents' Association who then answered  
Members' questions.

Mr S. Costello (Assistant Director of Environmental Services  
(Property Services)) declared an interest in the item, took no  
part in giving advice to the Sub-Committee, but remained in  
the meeting with the permission of the Sub-Committee.

It was moved and seconded that the recommendations in the  
report be approved subject to inclusion after the words  
"earliest date" of the following "and subject to a covenant  
preventing the use of the land otherwise than for leisure or  
recreation purposes or as an open space".

An amendment was moved and seconded that consideration of the  
matter be deferred on the grounds that there has been no  
public consultation.

The amendment was lost by 5 votes to 3 (Councillors Ashcroft,  
A.H. Jones and Joan Pethen voting in favour).

A second amendment was then moved and seconded to replace the  
words after "earliest date" with the following "and subject to  
a covenant prohibiting construction or development and  
enforced by the Local Authority with at all times consultation  
with residents' associations within the area".

The motion was lost by 5 votes to 3 (Councillors Ashcroft,  
A.H. Jones and Joan Pethen voting in favour).



POLICY & RESOURCES COMMITTEE  
27th April 1993

---

POLICY & RESOURCES COMMITTEE  
TUESDAY, 27TH APRIL 1993  
(7.15 pm - 10.40 pm)

PRESENT: Councillor Colman (in the Chair); Councillors  
J.B. Abrams, K.J. Abrams, Aitken-Davies,  
Chamberlain, D.R. Cowling, Sandy Cowling,  
R.B. Elgin, Elvidge, Harper, A.H. Jones, Jan Jones,  
Knight, Lee, McCabe, McDonagh, Martin, Mrs May,  
Proctor, Bridget Smith and Williams.

Councillor J.A. Watson was also present.

Apologies for absence were received from Councillor Hazell.

000 MINUTES (Agenda Item 2)

RESOLVED: That the Minutes of meeting held on 23rd  
February 1993 be signed as a correct record.

000 ADMINISTRATION AND LAND SUB-COMMITTEE - REPORT OF MEETING  
HELD ON 6TH APRIL 1993 (Agenda Item 4 and report to Council)

The meeting was addressed by Mr D. Gardiner of the Wimbledon  
House Residents' Association and Mr Ball from the Wimbledon  
Park Residents' Association.

A motion to refer the matter back to Administration and Land  
Sub-Committee was lost by 12 votes to 9 (Councillors  
Aitken-Davies, Chamberlain, R.B. Elgin, Elvidge, A.H. Jones,  
Jan Jones, Mrs May, Bridget Smith and Williams voting in  
favour).

The Chair of Administration and Land Sub-Committee advised the  
meeting that in order to ensure that there is no mis-  
understanding or possible mis-interpretation either by  
residents or by any possible purchaser of the site, he  
proposed to add a further covenant on the sale preventing any  
building other than building which is ancillary to a  
recreational or open space use and which will not impair  
public appreciation of the extent or openness of the land.  
This covenant relates to those "other terms" as referred to in  
the resolution of the Administration and Land Sub-Committee  
and provides clarification on the Council's behalf of its  
commitment to the open aspect of the golf course in the event  
of any disposal.

RECEIVED

G:\CE\MIN\1396.PH\TJS

Course) be referred back to the Policy and Resources Committee for further consideration.

Upon the Mayor putting the amendment to the meeting, 4 Members requested a roll call pursuant to Standing Order No. 13.

There voted -

For the amendment, 27 - namely - Councillors Aitken-Davies, Ashcroft, Chamberlain, Child, Miss Earnshaw, Edwards, R. Elgin, G. Elgin, Elvidge, Hazell, A.H. Jones, Jan Jones, Kenber, Mrs Lewis, Mrs Mansfield, Marchant, Mrs May, McCaul, Morss, Joan Pethen, Bridget Smith, Geoffrey Smith, Troy, Mrs Truman, J.A. Watson, Welsh and Williams.

Against the amendment, 29 - namely - The Mayor, Councillors J.B. Abrams, K.J. Abrams, Brunt, Colman, Connellan, D.R. Cowling, Sandy Cowling, de Villiers, Dingwall, Flatt, Harkin, Harper, Harris, P.M. Jones, Khan, Kirby, Knight, Leaver, Lee, Martin, McCabe, McDonagh, Proctor, Scott, Searle, Stanford, Vail, and C.R. Watson.

The Mayor declared the amendment to be lost.

---

000 ADJOURNMENT OF MEETING

At this point in the proceedings (9.39 pm) it was:

RESOLVED: That the meeting be adjourned for fifteen minutes.

---

Upon the Mayor putting the recommendation in paragraph 13.3 (Section 11 of the Local Government Act 1966) to the meeting, 4 Members requested a roll call pursuant to Standing Order No. 13.

There voted -

For the recommendation, 33 - namely - The Mayor, Councillors J.B. Abrams, K.J. Abrams, Brunt, Child, Colman, Connellan, D.R. Cowling, Sandy Cowling, de Villiers, Dingwall, R. Elgin, G. Elgin, Flatt, Harkin, Harper, Harris, P.M. Jones, Khan, Kirby, Knight, Leaver, Lee, Martin, McCabe, McDonagh, Proctor, Scott, Searle, Bridget Smith, Stanford, Vail, and C.R. Watson.

G:\CE\MIN\791.JD\TJS

8. By Councillor Mrs May of the Chair of the Policy and Resources Committee

"Will the Chairman of the Policy and Resources Committee please tell the Council if there are any plans, or if any consideration is being given, to bring to the Council further proposals to dispose of parks, open spaces or other land in the Borough? In particular will he inform the Council whether there is any intention to dispose of all or any part of Durnsford Road Recreation Ground?"

REPLY -

"I will read the question from the father of the Council (the Chair then preceded to read question and answer No 3 preceding).

I refer to my answer to question no. 3 which is similar in intent. I have no plans and am unaware of any other plans to sell off such land."

000 ORDER OF BUSINESS

The Mayor announced the following order for consideration of reports of Committees:

1. Policy and Resources
2. Special Planning (23rd March 1993)
3. Special Housing (21st April 1993)
4. Special Planning (26th April 1993)
5. Housing Services
6. Environmental Services
7. Grants Services
8. Leisure Services
9. Planning Services
10. Social Services
11. Special Social Services (22nd March 1993)
12. DSO Board
13. Education

000 REPORT OF THE POLICY AND RESOURCES COMMITTEE HELD ON 27TH APRIL 1993

It was moved by Councillor Colman and seconded by Councillor D.R. Cowling:

That the report of the Policy and Resources Committee held on 27th April 1993 be received and the recommendations contained therein be adopted.

An amendment was moved by Councillor Hazell and seconded by Councillor Mrs May that paragraph 13.1 (Wimbledon Park Golf

G:\CE\MIN\791.JD\TJS

## **APPENDIX E - COUNCIL STATEMENTS**

### **E1 – STATEMENT FOLLOWING DEVELOPMENT AND PLANNING COMMITTEE**

27 October 2023

A spokesperson for the London Borough of Merton said: “After considering the officer’s report, relevant submissions, and the relevant planning framework, the independent planning committee, made up of councillors from all parties, voted to approve the application made by the All England Lawn Tennis Ground (AELTG) for expansion of its site at Wimbledon.

“There are further stages in the planning process and the land remains subject to covenants contained in the transfer of 1993 from the Council to AELTG. Until these covenants are properly addressed by AELTG they operate to restrict the use and development of the land as proposed in the planning application.”

### **E2 – COUNCIL LEADER SEEKS CLARITY FROM ALL ENGLAND CLUB ON HOW IT INTENDS TO ADHERE TO COVENANTS ON WIMBLEDON PARK GOLF COURSE**

27 October 2023

The Leader of the London Borough of Merton, Councillor Ross Garrod, has today written to the All England Lawn Tennis Club (AELTC) to seek clarity on how it intends to adhere to covenants on the land earmarked for development.

This follows the decision by the Council’s independent Development and Planning Application Committee to approve an application by AELTC to develop the Wimbledon Park Golf Course and pending consideration of the plans by the London Borough of Wandsworth and the Mayor of London.

The covenants, which are separate to the planning process, formed part of the transfer deal of the land on the Wimbledon Park Golf Course from the council to AELTC 30 years ago.

In his letter, Councillor Garrod wrote: “The Wimbledon Park Golf Course is subject to restrictive covenants established in the 1993 transfer to All England Lawn Tennis Ground (AELTG). These restrictive covenants include requirements for the owner to use the land only for leisure and recreation or as an open space and places restrictions on the erection of buildings. The development for which planning consent has been granted cannot commence without addressing the restrictive covenants in the 1993 transfer.

“I would be grateful if you could advise how you intend to implement the planning consent, if granted, without breaching the restrictive covenants.”

Read a copy of the letter here.

**COUNCILLOR ROSS GARROD**  
**LEADER OF THE COUNCIL**  
(Labour, Longthornton Ward)



London Borough of Merton  
Merton Civic Centre  
London Road  
Morden SM4 5DX

020 8545 3424 (Civic Centre)  
leaders.office@merton.gov.uk

27 October 2023

Sally Bolton OBE  
Chief Executive  
AELTC  
Church Road  
Wimbledon  
SW19 5AE

Dear Ms Bolton,

**The future of Wimbledon Park Golf Course**

Last night, the London Borough of Merton's Development and Planning Applications Committee came to a decision to grant planning consent for the application of the development of the Wimbledon Park Golf Course – reference 21/P2900. As you will be aware, planning consent will not be issued until the application submitted to Wandsworth Council has been determined and a section 106 agreement securing the terms as set out in the report has been completed. These applications are also subject to a potential call in by the Mayor of London.

The Wimbledon Park Golf Course is subject to restrictive covenants established in the 1993 transfer to All England Lawn Tennis Ground (AELTG). These restrictive covenants include requirements for the owner to use the land only for leisure and recreation or as an open space and places restrictions on the erection of buildings. The development for which planning consent has been granted cannot commence without addressing the restrictive covenants in the 1993 transfer.

I would be grateful if you could advise how you intend to implement the planning consent, if granted, without breaching the restrictive covenants.

I look forward to receiving a response at your earliest convenience.

Yours sincerely,

A handwritten signature in black ink that reads "Ross Garrod". The signature is written in a cursive, slightly slanted style.

**Councillor Ross Garrod**  
**Leader of the Council**

This page is intentionally left blank