



**WATFORD
BOROUGH
COUNCIL**

**DECISION TO BE TAKEN BY
PORTFOLIO HOLDER**

2 September 2019

10.00 am

Agenda

1. Report and appendices (Pages 3 - 79)

Please note that the updated JUA is contained in the papers from the 2018 West Herts Golf Club meeting.

Agenda Item 1

Part A

Report to: Portfolio Holder Community and Environmental Services

Date of meeting: Monday, 2 September 2019

Report author: Gary Oliver

Title: Watford Borough Council and West Herts Golf Club Joint User Agreement

1.0 Summary

1.1 A joint user agreement between Watford Borough Council and West Herts Golf Club has been in place since 1997. This reports sets out the review of this agreement and a proposed new agreement which was agreed and recommended for approval at the Joint Consultative Committee (JCC) between Watford Borough Council and West Herts Golf Club on October 9th 2018.

1.2 The JCC has no executive decision making powers therefore the Portfolio Holder is requested to approve the changes to the Joint User agreement on behalf of the council.

2.0 Risks

2.1

Nature of risk	Consequence	Suggested Control Measures	Response (treat, tolerate, terminate or transfer)	Risk Rating (combination of severity and likelihood)
Approval not given	We revert back to a dated agreement 1997 – some operational difficulties such as course management may potentially happen	A JCC meeting to be convened to see what controls can be in place	tolerate	4

3.0 Recommendations

- 3.1 That the changes to the Joint User Agreement as outlined and attached be agreed.

Further information:

Gary Oliver

gary.oliver@watford.gov.uk

Report approved by: Alan Gough –Group Head of Community and Environmental Services

4.0 Detailed proposal

- 4.1 Following a request from the West Herts Golf Club (WHGC) the Watford Borough Council (WBC) and West Herts Golf Club Joint Consultative Committee (JCC) agreed at its meeting in 2017 to review the Joint User Agreement (JUA) between the parties. This agreement had been in place since 1997.
- 4.2 Following a positive review between WBC and WHGC a new proposed agreement was taken to the JCC on October 9th 2018. It was recommended for approval.
- 4.3 As the JCC has no decision making powers any formal decision on behalf of WBC to amend the Agreement is delegated to Portfolio Holder for Community. This report is the executive decision required In order to complete this approval process for the council.
- 4.4 Appendix 1 details the report that went to the JCC on October 9th 2018, it contains the Equality Impact analysis (EIA), the old agreement 1997 and the proposed new one.
- 4.5 Appendix 2 summarises the key differences between the old agreement and the proposed one.
- 4.6 Appendix 3 contains the minutes of the JCC on October 8th 2018 item 7 and the approval given by the JCC.
- 4.7 The Portfolio Holder is asked to approve the council entering into the new agreement with WHGC

5.0 Implications

5.1 Financial

- 5.1.1 The Shared Director of Finance comments that there are no financial implications contained in this report.

5.2 Legal Issues (Monitoring Officer)

5.2.1 The Group Head of Democracy and Governance comments that once approval is given by the Portfolio Holder the Agreement can then be finalised

5.3 **Equalities, Human Rights and Data Protection**

5.3.1 In order to fulfil our duties under the Equality Act 2010 and the Council's commitment to equality and diversity an appropriate equality impact analysis (EIA) has taken place.

The analysis is attached as Appendix 2 to this report. The main conclusions of that analysis are: This EIA has taken into account the council's public sector equality duty under s149 of the Equality Act 2010 and is intended to assist the council in meeting its duty.

The EIA has identified potential negative impacts, as well as some positive impacts that identify how the council will meet its Public Sector Equality Duty.

The JUA offers opportunities for people to enjoy, mix and mingle thus fostering good relations amongst communities. By creating safe, welcoming spaces will support people with protected characteristics and break down any perceived barriers. However, the lack of equalities monitoring data is a significant step for the JCC to overcome and should be given priority action.

Data Protection Impact Assessment

Having had regard to the council's obligations under the General Data Protection Regulation (GDPR) 2018, it is considered that officers are not required to undertake a Data Processing Impact Assessment (DPIA) for this report.

5.4 **Staffing**

5.4.1 There are no staffing implications contained in this report.

5.5 **Accommodation**

5.5.1 There are no accommodation issues contained in this report

5.6 **Community Safety/Crime and Disorder**

5.6.1 There are no crime and disorder issues contained in this report.

5.7 **Sustainability**

5.7.1 There are no sustainability issues contained in this report

Appendices

Appendix 1 – Joint Consultative Committee papers for the 9th October 2018, item 7 review of Joint user agreement.

Appendix 2 – Section Head summary of key differences

Appendix 3 – Proposed new JUA

Background papers

No papers were used in the preparation of this report.



**WATFORD
BOROUGH
COUNCIL**

WATFORD BOROUGH COUNCIL AND WEST HERTS GOLF CLUB JOINT CONSULTATIVE COMMITTEE

9 October 2018

5.00 pm

West Herts Golf Club

Publication date: 1 October 2018

Contact

Ishbel Morren
legalanddemocratic@watford.gov.uk
01923 278375

For further information about attending meetings please visit the council's [website](#).

Committee Membership

Councillors: A Grimston, D Scudder, J Dhindsa and D Walford

Agenda

Part A - Open to the Public

1. Apologies for absence/committee membership

2. Disclosure of interests

3. Minutes

The [minutes](#) of the meeting held on 10 October 2017 to be submitted and signed.

4. Course usage update (Page 3)

A copy of the course usage data is attached.

5. Course closures 2019 (Page 4)

A list of planned course closures in 2019 is attached.

6. Green Fees 2019 (Page 5)

The draft green fees for 2019 are attached

7. Changes to Joint User Agreement (Pages 6 - 65)

A report from the Culture and Events Section Head is attached along with the updated Joint User Agreement and the previous agreement from 1997 for reference purposes.

8. Any other business

EVERYONE ACTIVE PASS HOLDERS

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	
2018														
ACTUAL	18	22	25	72	117	77	80	86	70	88	28	25	708	Blue denotes 2017 figures
TARGET	100	100	200	300	300	300	300	300	300	200	100	100	2600	
(+/-)														
YTD ACTUAL	18	40	65	137	254	331	411	497	567	655	683	708		
YTD TARGET	100	200	400	700	1000	1300	1600	1900	2200	2400	2500	2600	2600	
(+/-)														
PASS HOLDERS RESIDENTS														
2000	171	194	229	266	386	353	379	372	318	237	185	77	3167	
2001	113	104	201	259	326	351	372	384	364	266	180	108	3028	
2002	125	114	185	282	268	312	298	306	324	146	112	84	2556	
2003	115	84	203	265	335	316	283	274	258	216	109	59	2517	
2004	68	115	91	190	249	159	158	228	184	88	70	91	1691	
2005	67	53	49	162	168	146	170	124	120	108	61	29	1257	
2006	45	38	31	105	99	111	159	134	172	126	76	31	1127	
2007	28	25	76	155	88	110	107	104	70	71	62	22	918	
2008	26	31	63	92	100	93	107	144	78	106	42	33	915	
2009	24	24	86	93	137	86	132	143	97	130	49	16	1017	
2010	16	15	81	176	177	143	214	159	161	144	48	7	1341	
2011	60	119	117	348	284	236	306	325	114	174	107	55	2245	
2012	83	47	204	193	192	144	90	195	143	88	44	7	1430	
2013	34	16	59	106	94	179	159	144	96	79	43	32	1041	
2014	19	38	96	107	93	110	151	106	116	106	32	17	991	
2015	16	11	76	125	182	292	278	175	127	115	43	69	1509	
2016	14	48	69	121	185	88	172	154	129	94	67	39	1180	
2017	15	30	39	121	112	95	160	83	60	69	26	24	834	
2018	18	22	22	68	106	66	75	69						
(+/-)	20%	(27%)	(44%)	(44%)	(5%)	(31%)	(53%)	(17%)	2%	(18%)	56%	(43%)	(22%)	
PASS HOLDERS NON RESIDENTS														
2000	6	4	11	7	12	15	31	18	9	9	5	1	128	
2001	1	1	5	19	8	4	1	1	2	1	4	0	47	
2002	2	3	1	0	1	5	1	0	0	0	0	0	13	
2003	0	0	0	0	0	0	30	13	29	33	4	6	115	
2004	5	5	13	25	19	11	9	33	19	14	7	9	169	
2005	2	7	5	21	22	17	21	6	7	9	2	0	119	
2006	0	2	0	2	1	6	14	4	3	3	3	0	38	
2007	0	5	1	2	6	4	9	1	0	0	0	0	28	
2008	0	5	3	2	4	7	0	0	1	1	0	0	23	
2009	2	1	3	1	0	1	0	0	0	2	0	0	10	
2010	0	0	3	2	2	0	0	0	0	0	0	0	7	
2011	0	0	0	3	0	0	0	1	7	11	3	1	26	
2012	3	2	10	13	11	7	12	3	3	3	1	0	68	
2013	0	0	2	6	3	3	0	4	0	0	0	0	18	
2014	0	2	0	12	11	0	0	0	0	0	0	0	25	
2015	1	4	27	28	14	14	26	14	10	0	0	0	138	
2016	0	0	0	8	4	6	1	7	14	3	9	0	52	
2017	0	1	4	2	2	2	8	7	10	19	2	1	58	
2018	0	0	3	4	11	11	5	17						

Agenda Item 5

2019 Course Closures

Events which preclude ordinary play for both the Public and Club Members:

1. 11.05.19 WHGC Men's Spring Meeting
2. 13.07.19 WHGC Captain's Day
3. 08.09.19 WHGC Club Championship
4. 15.09.19 WHGC Finals Day
5. 08.12.19 Christmas Grand Charity Event
6. 17.08.19 Millennium Competition Round 1
7. 18.08.19 Millennium Competition Round 2
8. 24.08.19 Millennium Competition Round 3

Events which will result in changed times for access by the Public and Club Members:

1. 07.04.19 Captains Drive in
2. 07.07.19 WHGC Club Open Day & BBQ
3. 12.06.19 WHGC Senior Open
4. 11.08.19 WHGC Mixed Invitation
5. 02.09.19 WHGC Ladies Open
6. 30.08.19 WHGC Mens Invitation



GREEN FEES

Effective from 1st January 2019

		Mon-Thurs	Fridays	Weekend
WATFORD RESIDENTS*	LP01	£28.00	£30.00	£35.00
TWILIGHT**		£21.00	£24.00	£27.00
CONCESSIONARY (OVER 65)***		£23.00	£24.00	£28.00
(EA CARDS - WD17, 18, 19, 24, 25)				
NON RESIDENTS*	LP02	£38.00	£44.00	£54.00
TWILIGHT**		£28.00		
(EA CARDS – ANY OTHER POSTCODES)				
CONCESSIONARY (OVER 65)***		£30.00	£35.00	£43.00
VISITORS	18 HOLES	£53.00	£61.00	£71.50
	ALL DAY	£74.00	£82.00	£92.00
	JUNIORS	£22.00	£24.00	£27.00
PRACTICE ROUND	ADULTS	£28.00		
(ANY DAY)	JUNIORS	£11.00		
MEMBERS GUESTS	18 HOLES	£28.00	£30.00	£35.00
	ALL DAY	£41.00	£45.00	£50.00
	JUNIORS	£16.00	£20.00	£26.00
COUNTY CARD		£28.00		
(MIDWEEK ONLY)				
JUNIORS/STUDENTS		£22.00	£24.00	£27.00
EXPRESS GOLF	WD RES*	£22.00	£26.00	£30.00
(13 HOLES)	GUEST	£22.00	£26.00	£30.00

* ID required - EA Card and proof of address for Watford Residents.

**Twilight – Tee off no more than 4 hours before sunset as defined by BRS. Bookings through Proshop only.

*** No additional discount on Twilight or Express Golf rates for Concessions.

Agenda Item 7

Part A

Report to: West Herts Golf Club and Watford Borough Council JCC

Date of meeting: 9 October 2018

Report author: Section Head – Culture and Events

Title: Review of the Joint User Agreement

1.0 Summary

1.1 Since 1997 a signed Joint User Agreement (JUA) has been in place between West Herts Golf Club and Watford Borough Council. This agreement has formed the basis, and main purpose, of the Joint Consultative Committee (JCC) which was set up to collectively monitor and control the JUA. The JCC comprises an equal representation of nominated members from each organisation.

1.2 At the last JCC on 10 October 2017, the club advised that it would be writing to the council with its proposals to review the JUA. It was accepted that whilst the agreement in place was satisfactory, some areas required revision and updating. A simplification of the document was also seen as a key outcome on both sides.

1.3 The aim was to present a final version of the revised JUA for approval at the next JCC in October 2018.

2.0 Risks

2.1

Nature of risk	Consequence	Suggested Control Measures	Response (treat, tolerate, terminate or transfer)	Risk Rating (combination of severity and likelihood)
No monitoring of the new agreement	Actions not followed through. Failure to manage the JCC responsibilities	Joint Annual report at the JCC	treat	4
Fees are over inflated	Complaints to the council and the Golf Club	West Herts Golf Club produces a fees report and rationale to the annual JCC for approval	treat	3

Increase in the number of special events	Lack of public playing time	Golf club provides a calendar of events at the JCC for approval	treat	3
Golf club restrict times available to general public	Lack of public playing time	Public booking times monitored and agreed at their JCC	treat	4

3.0 Recommendations

3.1 The Joint Consultative Committee is recommended to approve the revised Joint User Agreement and monitor its implementation through the Joint Consultative Committee.

Contact Officer:

For further information on this report please contact: Gary Oliver, Section Head – Culture and Events

Telephone extension: 01923 278251 email: gary.oliver@watford.gov.uk

Report approved by: Alan Gough, Head of Community and Environmental Services

4.0 Detailed proposal

4.1 Watford Borough Council and West Herts Golf Club entered into a Joint User Agreement (JUA) on 25 March 1997 in support of a lease of the same date between the same parties.

4.2 The JUA was based on the golf club's organisation at the time and was intended to vest a level of authority in the Joint Consultative Committee (JCC) and provide an operational framework in which the club would manage the jointly promoted facility.

4.3 The need for change was recognised and accepted by the JCC at its last meeting on 10 October 2017 and it was agreed that the club would submit a revised draft to the council for comment.

4.4 The main intention of the revisions was to:

- Produce a document to which both the council and the club could work
- Protect the position of the JCC and the council without the risk of undue influence on the club board
- Simplify and significantly shorten the document

- Update all relevant sections to reflect current working practices and legal requirements.

4.5 In brief, the headline changes to the JUA are a simplification and streamlining of the schedules

Schedule 1	Updated management structure reflecting roles and reporting lines
Schedule 2	Operational hours simplified and updated
Schedule 3	Booking arrangements updated
Schedule 4	Public Disciplinary procedures rewritten
Schedule 5	Visitors Guidelines simplified and updated
Schedule 6	JCC appeals procedure rewritten

4.6 Both parties have concluded that implementing the revised agreement should not adversely impact either side or overall members of the club and general public will not see a significant change. A copy of the old and new agreement is attached for information.

5.0 Implications

5.1 Financial

5.1.1 The Shared Director of Finance comments that there are no financial implications contained in this report.

5.2 Legal Issues (Monitoring Officer)

5.2.1 The Head of Democracy and Governance comments that if a revised agreement is approved, it will need to be subsequently executed by both the Club and the Council for it to take effect.

5.3 Equalities, Human Rights and Data Protection

5.3.1 An equalities impact analysis (EIA) on the changes to the JUA is being undertaken and will be completed before the JCC meeting on 9 October. The recommendation to the JCC above is therefore subject to the outcome of the EIA. The Section Head - Culture and Events will update the JCC on any resulting proposed changes (if any) to the recommendations arising from the EIA.

5.3.2 Having had regard to the council's obligations under the General Data Protection Regulation (GDPR) 2018, it is considered that officers are not required to undertake a Data Processing Impact Assessment (DPIA) for this report.

5.4 Staffing

5.4.1 None.

5.5 **Accommodation**

5.5.1 None.

5.6 **Community Safety/Crime and Disorder**

5.6.1 None.

5.7 **Sustainability**

5.7.1 None.

Appendices

Appendix 1 Equalities Impact Analysis (to follow)

Appendix 2 Proposed new Joint User Agreement Previous Joint User Agreement (dated 25 March 1997)

Appendix 3 Previous Joint User Agreement (dated 25 March 1997)

Background papers

No papers were used in the preparation of this report.



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Equality Impact Analysis

Title of policy, function or service	Joint User Agreement (JUA)
Lead officer	Gary Oliver
Person completing the EIA	Gary Oliver
Type of policy, function or service:	Existing (reviewed) <input type="checkbox"/>
Version & Date	V1 OCTOBER 2018

1. Background

Watford's vision is: **To create a bold and progressive future for Watford.**

The council has recognised the important role participating in sport plays in delivering its vision for the borough through its Sports Facilities Strategy 2015-2025. Sport provides a vital link to enhancing the health and wellbeing of local people and is important in bringing communities together and fostering good relations. The council also recognises that a strong, attractive and appealing sporting offer is key to ensuring that residents feel Watford is a town to be proud of and great place to live.

Since 1997 a signed Joint User Agreement (JUA) has been in place between West Herts Golf Club and Watford Borough Council. This agreement has formed the basis, and main purpose of the Joint Consultative Committee (JCC), which was set up to collectively monitor and control the JUA.

One of the advantages of the agreement is that Watford residents receive a discount on the fee for playing golf at West Herts.

At the last JCC on 10 October 2017, the club advised that it would be writing to the council with its proposals to review the JUA. It was accepted that, whilst the agreement in place was satisfactory, some areas required revision and updating. A simplification of the document was also seen as a key outcome on both sides

Over the last few months, the council has been working alongside the Golf Club to revise the agreement and still ensuring the club offer key benefits to the residents.

2. Focus of the Equality Impact Analysis

This EIA, therefore, considers the potential equality related impacts, both positive and negative of the changes to the JUA on the people in the groups or with the characteristics protected in the Equalities Act 2010.

These are:

1. Age
2. Disability
3. Gender Reassignment
4. Pregnancy and maternity
5. Race
6. Religion or belief
7. Sex (gender)
8. Sexual Orientation
9. Marriage and Civil Partnership.

3. Developing the EIA

A number of meetings were held with appointed officers of both council and members of the Golf Club. In essence this was a legal agreement between the two organisations that was being reviewed.

A significant revision to the legal agreement in the inclusion of a provision that the Club shall have in place an Equalities Policy which shall be regularly reviewed and updated. The policy is to be published on the Club's website and be made available to members and the public. The new provision reinforces the Club's obligations under all applicable equality law and restates its commitment to ensuring the club is inclusive, welcoming and that it actively seeks to reduce barriers (real or perceived) to active participation in golf and the life of the club.

In a previous JCC meeting, the JCC have, separately, agreed that an equalities monitoring form should be included with membership forms (including renewals). This would involve collecting appropriate equalities related data from members / users on an optional basis but with encouragement from the club to provide information with a clear explanation as to why this is important. The council agreed to provide its own equalities monitoring form to the club and to offer advice / support on how this could be communicated to members.

The Council did provide a form and the Club and the Council are continuing to work together to assist in relation to the communications on this]and encouraging people to respond back which can be difficult at times.

At this point, there is not yet sufficient monitoring data to draw conclusions or make recommendations on. Once it is available, this data may help to provide the basis for any action planning that would arise from a better understanding of who is, and who is not, taking up the offer of membership of the club or using it on a more casual (pay and play) basis. This data from West Herts could be assessed against any national data available on the take up of golf, which is known from Sport England research to be lower amongst women and ethnic minority communities than across the population as a whole.

RECOMMENDATION 1: West Herts to start providing appropriate equalities monitoring forms to members so that equalities data is available

RECOMMENDATION 2: Equalities to be a regular agenda item on the JUA

RECOMMENDATION 3: Watford BC to review the club’s equality and diversity policy to provide feedback and positive support

4. What we know about the Watford population

The JUA will impact on communities beyond our borough boundary as well as our own residents. However, we would want to ensure that what we know about the Watford population is taken into account as we devise how we respond to the challenges and opportunities set out in the JUA. In particular, we recognise that we are a diverse town with a younger population than the national average. We also know that whilst we are, overall, a prosperous town there are pockets where people experience a degree of deprivation compared to the national average.

To meet our public sector equalities duty, we will want to ensure that our sporting activities and developments take into account our population. This will ensure we are not discriminating unintentionally, not addressing potential barriers to participation and that we are maximising the opportunities culture presents to foster good relations within our communities and strengthen the ties between them.

Population

The current population of Watford is 96,600 (mid 2017 estimate revised) and is estimated to grow by 16% by 2026. Population growth estimates stated that they expected Watford to reach 100,000 by the end of 2017. In terms of gender breakdown, there are estimated to be fractionally more female than male residents but the difference is not significant.

The population density for Watford is circa 4,500 people per square kilometre. This makes it the most densely populated district area in England and Wales. However, in comparison with some metropolitan boroughs, particularly those in and around the outskirts of London, the density is relatively low.

Ward level populations

Mid-2016 year population estimates show Central has the highest population of any ward in Watford and Tudor the lowest at 6,059.

	2016
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Callowland	7,983
Central	9,101
Holywell	8,716
Leggatts	7,910
Meriden	7,870
Nascot	8,721
Oxhey	6,949
Park	8,464
St anborough	7,645
Tudor	6,944
Vicarage	8,986
Woodside	7,484

This is ONS experimental data (Ward Level Mid-Year Population Estimates (experimental), Mid-2016)

Population projections

The ONS interim 2014-based subnational population projections are an indication of the future trends in population to 2024.

- Watford's population is projected to be 109,600 by 2022 with the population reaching 100,000 in 2017 (we will know if this was accurate with the release of 2017 population estimates);
- The bulk of the estimated 14.8% increase for Watford over the ten years from 2014 to 2024 is expected to stem from natural change of 8.8% (more births than deaths), net migration within the UK of 5.2% and net international migration of 0.7%. The level of natural change can be attributed to the relatively young age structure of the current population, with a high proportion of child bearing age.

Households

The average household size in Watford is currently 2.45. This is average for the region.

Number of households

The ONS data, based on the census, says that there were 36,681 households in Watford at the time of the Census; as of 31 January 2017 the figure was 39,052.

Household size

The 2014 projections estimate that, between 2014 and 2039:

- Watford's average household size will decrease from 2.45 to 2.33;
- Hertfordshire's average household size will decrease from 2.42 to 2.29; and
- England's average household size will decrease from 2.35 to 2.21.

Household Composition

From the 2014 projections, one person households see the biggest increase in household growth in Watford, representing 44% of the total household growth.

However, households with dependent children see the next biggest rise, with 35% of household growth; couples with other adults make up 9%; other (multi-person adult) households make up 7% and couple households (without children or other adults) make up the remaining 6% of all estimated growth.

Ethnicity

Watford has a very diverse population more so than the rest of Hertfordshire.

For Watford, the Census 2011 shows the following breakdown in terms of ethnicity: White British (61.9%), White other (7.7%), Pakistani (6.7%), British Indian (5.5%) and British other Asian 4.4%).

National insurance registration: Census information is now nearly 10 years old and it is likely that the ethnic profile of the borough has changed during this time. For example, it would not have captured the more recent EU arrivals to the borough (EU2 countries – Romania and Bulgaria, who were given residency rights in 2014). We know from other data such as National Insurance Registration that Watford has experienced a relatively high increase in nationals from the EU2 countries applying for National Insurance registrations as Watford residents. This follows a period of a high number from EU8 countries (including Poland, Latvia, Lithuania) who were given freedom of movement to the UK from 2004. Throughout the period the arrival of new residents from south Asia (e.g. Pakistan / India) has remained relatively constant.

Language spoken at home: Other data sources, including school language survey on the languages spoken by Watford school children at home, endorse the National Insurance findings with English still the predominant language (at around 60%) followed by (in order of selection): Urdu, Polish, Tamil, Romanian, Gujarati, Pahari, Gujarati and Hindi.

Births and origin of parents: In 2017, nearly 60% (59.6%) of children born to Watford based parents, had one or both parents born outside of the UK, with 41.7% having both parents born outside of the UK. 52.2% of new mothers in Watford were born outside of the UK (1439 births in total, with 688 to mothers born in the UK and 751 born outside of the UK. Of these 267 mothers had been born in the Middle East and Asia and 247 in the 'new' EU countries – those that had joined since 2004).

Electorate: From our assessment of our electorate, which is currently 76,661 but with 2,800 marked for deletion on 1 December, leaving **73,861** electorate the following main ethnicity groups have been identified

	<u>2017/18</u>	<u>2018/19</u>
British	(61,399)	62,181
Romanian	(1,612)	2,201
Polish	(1,791)	1,914
Rep of Ireland	(1,389)	1,412
Indian	(1,079)	1,215
Italian	(747)	896
Portugese	(758)	823
Pakistani	(617)	731
Sri Lankan	(421)	463
Spanish	(329)	421
Spanish	(329)	421
French	(338)	389
Bulgarian	(300)	368

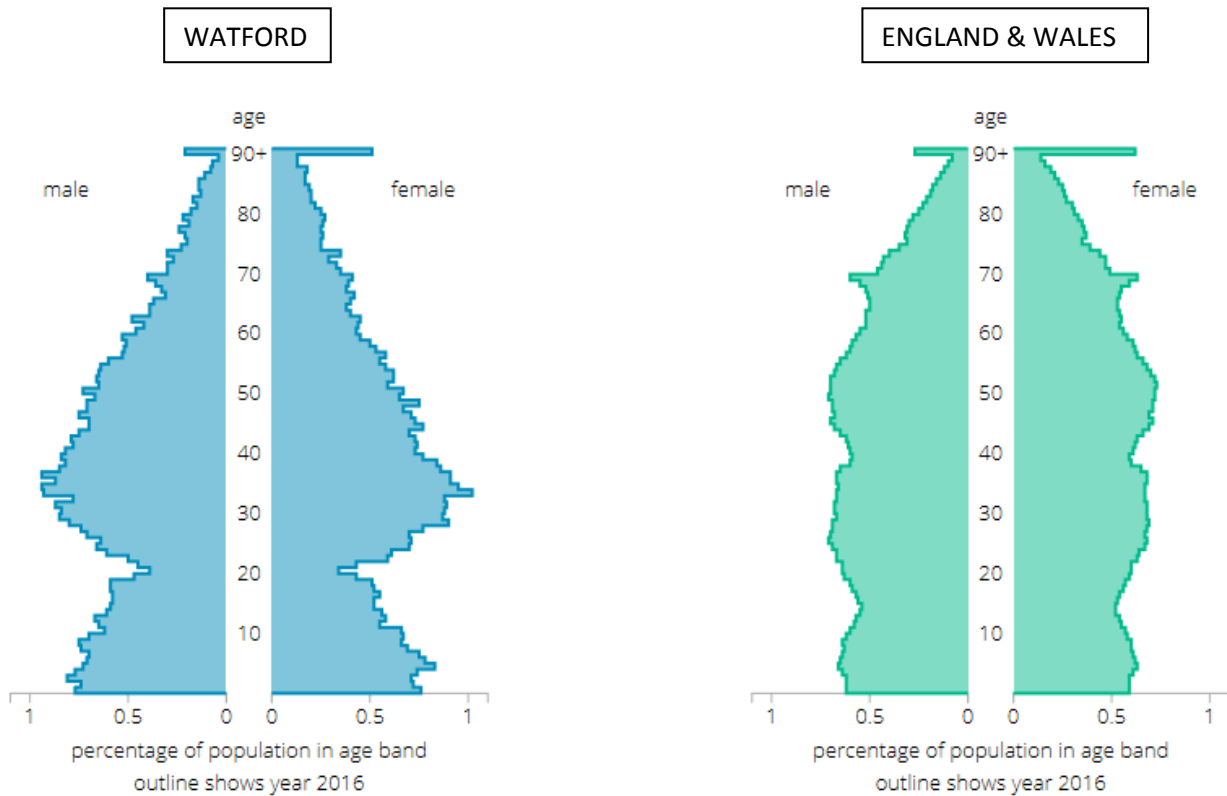
Please note – above statistics as at 1/9/2018 are incomplete due to conduct of 2018 annual electoral registration canvass and will need to be re-run and checked after publication of the updated register on 1/12/2018 to confirm that draft EIA action plan still conforms with all the requirements.

Age

The largest populations by age band in Watford are:

- 25-44 (31,700)
- 45-59 (18,100)

The numbers in each successive age-band fall progressively until there are estimated to be 6,000 who are 75+. We know that around 73,000 residents are of voting age in Watford and that the borough has a younger profile than the rest of England and Wales.



The average age of Watford residents is 36.8 years, which puts it amongst the youngest cities and towns in England.

Disability / Health

Around 85% of the population of Watford state that they have 'good health' and just under 14% record a disability. We do not have details as to what these disabilities are but they will include a wide range of physical and mental health disabilities or impairment. The 2016 NHS Health Profile's summary conclusion is that the health of people in Watford is 'varied' compared with the England average. About 14% (2,700) of children live in low income families. Life expectancy for both men and women is similar to the England average (which is an improvement on previous years when men's was lower).

The profile also shows that physically active adults have remained stable since 2016 at 54.4%, compared to the England average of 57%. There has been a very small increase from 58.9% to 60% in the percentage of adults classified as overweight or obese in Watford, although significantly better than the England average of 64.8%. Also remaining consistent is the percentage of obese children in Year 6 (aged 10-11) at 16%, significantly better than the England average, which is 19.8%.

Religion / belief

The religious breakdown in the Census 2011 of the main religions in Watford was: Christian (54.1%), Muslim (9.8%), Hindu (4.8%), with no religion stated at 21.4%.

Deprivation

The English Indices of Deprivation 2015 was published by the Government in September 2015, and updates the previous 2010 Indices, published in March 2011.

The Indices of Multiple Deprivation (IMD) 2015 uses 37 separate indicators, grouped into seven domains (three of which contain sub-domains); the domains are Income; Employment; Health and Disability; Education, Skills and Training; Crime; Barriers to Housing and Services; and Living Environment. In addition to the domains and their sub-domains there are two supplementary income deprivation Indices: Income Deprivation Affecting Children Index (IDACI) and Income Deprivation Affecting Older People Index (IDAOPI). In the IMD 2015, Watford is ranked 189 out of 326 authorities, putting it in the 6th decile nationally. This means that, overall, Watford is less deprived than half the authorities in England. Watford is the third most deprived authority in Hertfordshire. (Stevenage and Broxbourne are the most deprived.) However, three Hertfordshire authorities are among the 10% least deprived authorities in England (Three Rivers, East Herts and St Albans).

Overall, Watford is not an area with significant deprivation issues and the majority of the LSOAs within the town are in the bottom 50% of LSOAs nationally for deprivation; the borough's position has improved relative to that of 2010.

The combined deprivation index, which weights income and employment more heavily than the other domains, obscures the more deprived areas in Watford, which are affected by crime, living environment deprivation and education, skills and training deprivation in particular. This is, at least in part, because income and employment deprivation are less of an issue for Watford.

The ten most deprived LSOAs in Watford, as ranked in the IMD 2010, are as follows:

Watford rank	Ward	LSOA code	Hertfordshire		England	
			Rank	Decile in Herts (1st = most deprived)	Rank	Decile (1st = most deprived)
1 (2)	Central	E01023860	5 (5)	1st (1st)	5005 (7683)	2nd (3rd)
2 (1)	Meriden	E01023876	19 (7)	1st (1st)	7590 (7539)	3rd (3rd)
3 (5)	Holywell	E01023865	22 (32)	1st (1st)	7800 (9818)	3rd (4th)
4 (7)	Holywell	E01023866	30 (40)	1st (1st)	9203 (10445)	3rd (4th)
5 (4)	Stanborough	E01023891	31 (21)	1st (1st)	9377 (9075)	3rd (3rd)
6 (11)	Meriden	E01023873	33 (57)	1st (1st)	9628 (11634)	3rd (4th)
7 (9)	Woodside	E01023906	41 (46)	1st (1st)	10062 (10768)	4th (4th)
8 (3)	Central	E01023861	45 (15)	1st (1st)	10469 (8354)	4th (3rd)
9 (8)	Central	E01023859	47 (45)	1st (1st)	10609 (10705)	4th (4th)
10 (6)	Oxhey	E01023883	49 (34)	1st (1st)	10710 (10014)	4th (4th)

MOSAIC profile

Our MOSAIC profiling of the borough enhances our understanding of our population and provides valuable context for our decision-making as well as underpinning our communications and engagement.

MOSAIC GROUP	Group/Type Name	MOSAIC DESCRIPTION	Number of households in Watford	Watford Percentage	UK Percentage
1 J40	Career Builders	Singles and couples in their 20s and 30s progressing in their field of work from commutable properties	4508	11.69%	1.59%
2 J44	Flexible Workforce	Young renters ready to move to follow worthwhile incomes from service sector jobs	3123	8.10%	1.26%
3 D14	Cafés and Catchments	Affluent families with growing children living in upmarket housing in city environs	2837	7.35%	1.31%
4 I36	Cultural Comfort	Thriving families with good incomes in multi-cultural urban communities	2794	7.24%	1.37%
5 H35	Primary Ambitions	Forward-thinking younger families who sought affordable homes in good suburbs which they may now be out-growing	2391	6.20%	1.96%

Watford's MOSAIC profile (2016)

5. How will the council ensure equality is promoted through the JUA

Under the Equality Act 2010, three areas need to be considered when analysing the equality impact of the JUA

1. **eliminate** discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act
2. **advance** equality of opportunity between people who share a relevant protected characteristic and people who do not share it
3. **foster** good relations between people who share a relevant protected characteristic and people who do not

Given what we know about the Watford population, the following is the assessment of the equality impacts, both positive and negative of the proposals in the updated JUA

A. Positive impacts

Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act

The council recognises that people can face discrimination, harassment and victimisation in their daily lives. This can extend to when they are accessing cultural opportunities and activities. We will look to eliminate these behaviours as they might arise (taking into account that they are not always intentional) in relation to the JUA by:

- By creating a welcoming and safe place at the Golf Club for our communities, this will reduce the risk of negative behaviours and reduce discrimination. The club has a policy on equity and diversity, which is actively promoted to new and existing members. Staff are well trained and understand the importance of the policy and its application on a daily basis.
- A policy and procedure exists to handle complaints of harassment, victimisation in a fair and transparent manner. Staff are thoroughly briefed and trained to handle all aspects of this.
- Improving and enhancing accessibility when any upgrades / refurbishments to facilities are proposed.
- Ensuring that the course and club house are accessible to those with physical impairments or age

Advance equality of opportunity between people who share a relevant protected characteristic and people who do not share it

Sport should be open to all and the opportunities it offers equally open. The JUA will present opportunities for the people in Watford and beyond to participate and fully enjoy all that is on offer at West Herts.. The council will want to ensure these are equally open across all its communities and residents. Some of the ways this can be achieved include:

- encouraging participation in golf by groups and individuals from protected characteristics
- ensuring that the any marketing and promotional material is targeted at specific groups of under representation, eg young people across Watford, black and minority ethnic groups
- ensuring there are no barriers to participation in activities and facilities – this would involve considering issues such as timing (certain days / times of the year could exclude participation for some protected characteristics), content and generally not making assumptions as to why people would, or would not, want to participate in golf

Foster good relations between people who share a relevant protected characteristic and people who do not

Sport is a recognised as an effective way to bring communities together, break down barriers and enhance the lives of individuals. In this way, it can support good relations and a strong, cohesive community where people with protected characteristics enjoy everything the town has to offer alongside those who do not.

- The provision of events outlined in the JUA is a positive way of bringing whole communities together. The club should ensure that these events and activities are actively promoted so people across the protected characteristics have equal access to
- The club house lounge area should be a positive experience and a place to sit and engage in social exchange, encouraging people to dwell and connect with each other
- Creating opportunities to socialise, experience more social events, in a relaxed and welcoming space allows opportunities for more integrated social connectivity. Being aware of , and giving consideration to, those groups who may wish to avoid alcohol
- By providing a broad range of communications material such as digital, website, social media, print, information on Golf Club activities can be more easily obtainable

B. Negative impacts

There are potential negative impacts from the implementation of the updated JUA if the needs of those with protected characteristics are not considered. The council understands its communities and the JUA could have negative impacts if this was not taken into account when making plans for the town's sporting offer. Whilst it is recognised that not every event or activity can appeal to all sections of every community, those delivering the JUA need to ensure that unintentional negative impacts are considered.

- Failure of the club to enforce its equality and diversity policy and respond to any issues raised / identified
- Failure to use the understanding of the Watford community within action planning
- Focusing on one group to deliver positive benefits but at the same time overlooking the needs of another group. For example, whilst we might highlight the need to get more young people involved in golf, this should not be to the detriment of other age groups.

6. Overall conclusion

Meeting the Public Sector Equality Duty

This EIA has taken into account the council's public sector equality duty under s149 of the Equality Act 2010 and is intended to assist the council in meeting its duty. The council is required to have due regard to the need to:

- Eliminate discrimination, harassment, victimisation and any other conduct prohibited by the Act;

- Advance equality of opportunity between persons who share relevant protected characteristics and persons who do not share it; and
- Foster good relations between persons who share relevant protected characteristics and persons who do not share it.

The EIA has identified potential negative impacts, as well as some positive impacts that identify how the council will meet its Public Sector Equality Duty.

The JUA offers opportunities for people to enjoy, mix and mingle thus fostering good relations amongst communities. By creating safe, welcoming spaces will support people with protected characteristics and break down any perceived barriers. However, the lack of equalities monitoring data is a significant step for the JCC to overcome and should be given priority action.

Summary of potential positive impacts and ways in which they can be ensured

Positive Impact	Protected characteristics	Ways to ensure the positive impact
Inclusion of Equalities Policy obligation within updated JUA	ALL	By ensuring the implementation and (subsequent updating and reviews) of the Equalities Policy.
The implementation of the JUA is designed to ensure all groups are positively impacted through engaging golf in Watford	ALL	By continually monitoring the EIA, analysing the data and acting on this to ensure there is very little negative impact or this is reduced as far as possible.

Summary of potential negative impacts and ways in which they can be removed or mitigated

Negative Impact	Protected characteristics	Ways to mitigate the negative impact
Targeting groups eg young people potentially provide less opportunities for others	ALL – except for younger people	Ensuring there are balanced opportunities for all via programmes, events, marketing
A lack of equalities monitoring data provides difficulties in knowing the members / users	ALL	A system of collecting equalities data to be implemented and monitored
Failure of the club to enforce its equality and diversity policy and respond to any issues raised / identified	ALL	Equality and diversity to be a regular part of the JCC agenda so any issues are highlighted and actions understood.

This EIA has been approved by:

Alan Gough,
Head of Community and Environmental Services

5 October 2018

Date 2018

THE WATFORD BOROUGH COUNCIL

AND

THE WEST HERTS GOLF CLUB LIMITED

AGREEMENT

FOR THE USE AND PROMOTION
OF GOLF AT WEST HERTS GOLF CLUB

THIS AGREEMENT is made the day of Two Thousand and Eighteen
BETWEEN:-

- 1) THE WATFORD BOROUGH COUNCIL of Town Hall, Watford, Hertfordshire WD17 3EX ("Council") and
- 2) WEST HERTS GOLF CLUB LIMITED (Registration No. 41272) whose registered office address is the Club House, Cassiobury Park, Rousebarn Lane, Croxley Green, Rickmansworth, Hertfordshire, WD3 3GG ("Club")

WHEREAS:

- A. The Council has granted to the Club a lease dated 25 March 1997 (“Lease”) of land and buildings known as The Golf Course Cassiobury Park Watford Hertfordshire and is more particularly described in the Lease (which land and buildings are referred to as “the Facility” in this Agreement).
- B. Simultaneously with the grant of the Lease the Council and the Club entered into a Joint User Agreement dated 25 March 1997 (“1997 JUA”) for the joint use of the Facility.
- C. The Council and the Club now wish to update the terms of the 1997 JUA and have agreed to enter into this agreement to the effect that this Agreement shall replace and supersede the 1997 JUA.

IT IS NOW AGREED as follows:

1. Facility Management

- 1.1 The Facility shall be promoted as a joint enterprise between the Council and the Club.
- 1.2 The organisational structure for the Promotion and Management of the Facility as presently envisaged is diagrammatically illustrated in Schedule 1 but the Club may vary from time to time that part of the management structure relating to the Club Management and shall give written notice to the Council of any such change.

2. Joint Consultative Committee (“JCC”)

- 2.1.1 The Council and the Club shall and do by this Agreement continue with the established JCC consisting of four representatives of the Council and four representatives of the Club.
- 2.1.2 The representatives of the Club and the Council shall be nominated annually and the Club and the Council shall notify each other respectively of their nominated representatives in each year.
- 2.1.3 Should it be necessary for the Council or the Club to put forward an alternate for a forthcoming meeting they will so notify the other party no less than two working days before the scheduled date of the meeting.
- 2.2 The JCC as constituted shall meet as in accordance with the provisions below for the whole of the life of this Agreement.
- 2.3 The JCC shall meet annually usually in either September or October each year and also on an ad hoc basis at the request of either the Club or the Council.
- 2.3.1 The notice of the date and time of the meeting of the JCC shall be provided no less than 21 clear working days prior to the date of the meeting. The agenda shall

be published not less than five clear working days prior to the date of the meeting.

- 2.4 The quorum for any meeting of the JCC shall be not less than 4 Members, of which at least 2 shall be representatives of the Council and at least 2 representatives of the Club.
- 2.5 The Chair of the JCC shall be elected annually by the JCC.
- 2.5.1 Decisions of the JCC, other than the appointment of the Chair, shall require agreement (by majority) by the representatives of both the Council and the Club present at the meeting and, if necessary, a named vote shall be taken of the representatives.
- 2.5.2 The Chair of the JCC shall not have a casting vote.
- 2.6 The JCC shall be responsible for overseeing and assuring the promotion and management and operation of the Facility to the extent provided for in this Agreement and proper compliance with the provisions of the Lease and this Agreement.
- 2.6.1 The JCC shall consider and resolve:
- (i) Appeals by a public player against disciplinary action by the Club subject to the player first completing the Club's appeal process (see Schedule 4).
 - (ii) Control of the use of the course and Club premises (relates to access to the course and facility) but not general course or house management (the operational day to day management of resources including staff).
 - (iii) The refusal by the Club of an application for membership subject to the member of the public first fully completing the Club's appeal process.
 - (iv) Any unresolved issues arising from the consultation process for publicity and advertising detailed in clause 8.2.
- 2.6.1.1 The JCC procedure for consideration of appeals under 2.6.1(i) (disciplinary action) and 2.6.1(iii) (membership applications) above is set out in Schedule 6.
- 2.6.2 The JCC shall consider and make recommendations to the Club and Council in relation to:-
- (i) Any variation of the Allocation of Playing Times for Club members and members of the public as set out in Schedule 3 to this Agreement.
 - (ii) The public visitor green fees to be charged annually. Public green fees are defined as: Watford resident (designated postcode) rate, Everyone Active Card holder rate and concessions related to these rates.
- 2.6.3.1 The Club shall provide to the JCC recommendations on changes to public green

fees, including concessions, at its annual meeting. The JCC shall then make their recommendations to the Council and the Club who shall consider these within two months of the date of the meeting.

- 2.6.3.2 If the Council and the Club are unable to reach agreement on any change in the public green fees then all such fees shall be increased in accordance with the Index referred to in the 4th Schedule to the Lease no later than the 1st of April in each year.
- 2.6.4 The terms of reference of the JCC may be varied from time to time by agreement between the Club and the Council and shall be effected by exchange of letters.

3. Management and Day to Day Supervision of the Facility

- 3.1 Without prejudice to the Club's obligations under the Lease, the Club shall be responsible for the overall management and operation of the Facility and the implementation of the provisions of this Agreement or any agreed variation.
- 3.2 The Club shall establish and maintain an organisation for the management of the Facility with responsibility within the terms of this agreement for:
- (i) The management, maintenance and development of the course. The Club will, where appropriate, consult with a qualified agronomist and/or golf course architect of the Club's choosing.
 - (ii) The financial control of the Club.
 - (iii) The election of persons to membership of the Club and the process for dealing with any refusal of an application for membership in accordance with the procedure agreed with the council and documented in the Club's bye laws.
 - (iv) The appointment, control and dismissal of staff, the allocation of duties and all other staffing matters.
 - (v) The management of the clubhouse.
 - (vi) The development and implementation of the Club's Health and Safety policy.
 - (vii) The development and implementation of the Club's Safeguarding policy.
- 3.3 The Club shall engage sufficient qualified or experienced staff as shall be necessary for the efficient and proper overall and day to day management and supervision of the Facility and the implementation of the provisions of this Agreement.
- 3.4 The Club shall meet all expenditure and costs incurred or arising from the implementation of the provision of this Agreement including, in particular, but not limited to, all staffing costs and all materials and equipment necessary for the management and maintenance of the Facility.

4. Allocation of Playing Times and Arrangements for Play

4.1 Public and members shall have equal access to the Club's tee booking system. All open play times shall be bookable by public and members up to seven days in advance. Details of playing times and booking arrangements are shown in Schedules 2 and 3.

5. Public Access to the Facility

5.1 Visiting public, upon payment of the relevant green fee, shall be granted temporary membership and have equal rights of access across all the Club facilities in the same manner as Club members.

5.2 Public players shall be given an identification pass and shall be in possession of the same at all times they remain at the Facility.

5.3 Public players shall be provided with guidance notes confirming the Regulations they are required to observe. The regulations applicable to public visitors shall be the same as those applicable to Club members. The current guidance notes are detailed in Schedule 5.

6. Discipline

6.1 The Club shall be responsible for disciplining players who are not members of the Club.

6.2 The Club's disciplinary procedures for members of the public are set out at Schedule 4.

7. Equalities Policy

7.1 The Club shall have in place an Equalities policy and shall regularly review and update it. This shall be made available to members and public on request and be published on the Club's website and any revisions to the Equalities Policy shall be reported to the Council at its annual meeting.

7.2 The Club shall perform its obligations under this Agreement in accordance with all applicable equality law (including, but not limited to, the Equality Act 2010).

7.3 Membership of the Club shall be open to all members of the public, irrespective of race, gender, disability, colour, age, nationality, ethnic or national origin, marital status, political or religious belief or sexual orientation but subject to any restriction on the number of members that the Club's Board of Directors resolves from time to time.

7.4 The Club shall maintain records of applications for membership and the outcome of such applications, including the reasons for any refusal of membership, and shall report on these matters to the JCC annually. The JCC shall consider this information in order to review the procedures used for dealing with applications

for membership and their implementation.

7.5 The Club shall co-operate with the Council in producing the data as agreed by the JCC for the effective monitoring of the Club's Equalities Policy.

8. Joint Promotion of the Facilities

8.1 The Facility shall be provided and advertised as "a joint enterprise between the Club and the Council managed by the Club".

8.2 The programme for joint promotion and advertising shall be developed by the Club in consultation with the Section Head, Culture and Events at the Council or any such other Council officer as notified to the Club by the Council.

8.3 Any signage promoting the Facility of West Herts Golf Club shall show that the Facility is provided by the Club in association with the Council and shall display the name and logos of both the Club and the Council. Any other signage – for example, directional or on-course signage – is excluded from this requirement.

8.4 The Facility shall be advertised via a variety of channels as agreed with the Section Head, Culture and Events, The Club shall bear the costs of all advertising and promotion.

8.5 All advertising and literature and posters shall contain the name and logos of the Club and the Council.

9. Terms of Agreement

9.1 This Agreement (as amended or varied from time to time by agreement between the Club and the Council) shall continue until the termination of the Lease.

9.2 In the event of the termination or expiry of the Lease or repossession of the Facility by the Council under the Lease, this Agreement shall terminate forthwith but without prejudice to the obligation of the Club to remedy any antecedent breach by the Club of the provisions of this Agreement or to meet any outstanding obligation of the Club arising out of or under this Agreement.

9.3 In the event of a material breach of the provisions of this Agreement by the Club or the Council the other party may give three months' written notice of such breach to the other ("breach notice") and upon the expiration of such breach notice, if the party upon whom the notice has been served shall not have fairly remedied such breach or applied for arbitration pursuant to clause 11 below, then the party giving the breach notice may terminate this Agreement at any time by notice to the other within two months of the expiration of the breach notice ("termination notice") whereupon this Agreement shall terminate and the provisions of clause 9.2 hereof shall apply as if the Lease had expired or terminated or the facility had been repossessed by the Council on a date one calendar month from the giving of the termination notice.

10. **Arbitration**

Any dispute or difference arising between the parties with regard to this Agreement or the duties, powers and liabilities of either party or with regard to the construction of any clause or any act or thing to be done under this Agreement shall be referred to an independent solicitor practising within the Borough of Watford whose name is agreed between the parties and, failing agreement, appointed by the President of the Law Society or his/her deputy who shall act as an arbiter and whose decision shall be final and binding on the parties who shall be equally responsible for the arbiter's fees.

EXECUTED BY THE PARTIES AS A DEED and delivered on but not before the date of this

Deed:

[
THE COMMON SEAL of)
WATFORD BOROUGH COUNCIL
Affixed in the presence of:-
)

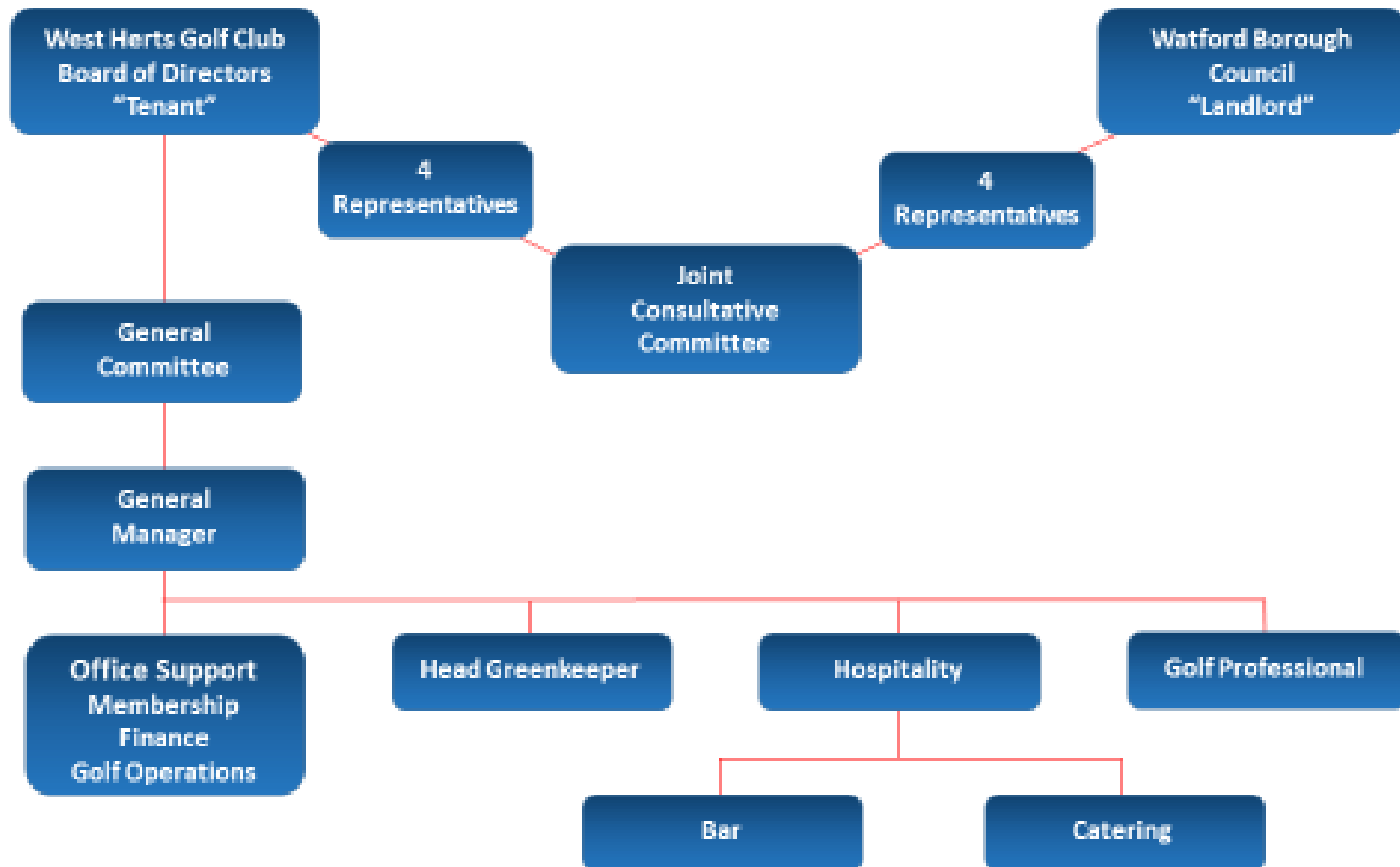
Head of Democracy and Governance

THE COMMON SEAL of WEST HERTS GOLF
CLUB LIMITED
Affixed in the presence of:-)

Director

Director/Secretary

MANAGEMENT STRUCTURE



SCHEDULE 2

Operational Hours

Principle

Visiting public, upon payment of the relevant green fee, shall be granted temporary membership and have equal access to all of the Club facilities.

Core Hours

Bar: The core hours shall be 10am to 8pm. The Bar shall be open every day of the year excluding public holidays at Christmas and New Year.

Catering: The core hours shall be 10am to 4pm. The Kitchen shall be open every day of the year excluding public holidays at Christmas and New Year.

Lounge: The core hours shall be 7am to 8pm. The Lounge shall be open every day of the year excluding public holidays at Christmas and New Year.

Office: The core hours shall be 9am to 5pm. The office shall be open Monday to Friday excluding public holidays.

Course: The core hours shall be 7am to 6pm. The course will be open every day of the year excluding public holidays at Christmas and New Year. The booking arrangements are as detailed in Section 3.

Professional's shop: The core hours shall be 7am to 6pm. The Professional's shop will be open every day of the year excluding public holidays at Christmas and New Year.

Changes to Core Hours: The Club, at its discretion, may increase core hours to meet member and public demand and may similarly reduce core hours if the weather or daylight hours result in limited demand.

SCHEDULE 3

Booking Arrangements

Principle

Public visitors shall have equal access as Members to the Club's booking systems and shall be able to book up to seven days in advance for any available times of open play.

Pre-booked times are as detailed below. These times are not available to individual members or visitors:

Monday, Tuesday, Wednesday: 9am - 10.30am - Club match start times.

(Dates of matches are recorded at the start of the year).

Thursday: 9am - 11am - Ladies only

Friday: 9am - 10.30am - Club match start times.

(Dates of matches are recorded at the start of the year).

Saturday: 7am - 8am - Public only

Saturday: 8am - 10.30am - Members only

Sunday: 7am - 8am - Public only

Sunday: 8am - 10.30am - Members only

All other times between 7am and 6pm during the golf season (which is defined as April 1st to September 30th) are open play.

During the shorter, winter days course bookings will be restricted to the hours of sunrise to sunset.

Club competitions are restricted under this Agreement to twenty Saturdays and twenty Sundays in any calendar year.

The Club may propose for consideration by the JCC a number of days for use of the Facility whereby the normal playing time arrangements for members of the Club and public would be altered to accommodate special events. The Club will propose "special" days for agreement by the JCC prior to the Club entering into any commitment and publicising the events. These special days will not exceed nine in number in any one calendar year.

During winter months (defined as October 1st to March 31st) twilight rates will be available to Watford Residents and members and their guests over a 13-hole course.

A senior official of the Club will be given daily responsibility for opening and closing the course in the event of bad weather.

SCHEDULE 4

Public Disciplinary Procedure

The Club shall be empowered from time to time to curtail or prevent the use of the golf course and premises by any member of the public subject to and on the terms and provisions set out below:-

1. Visitors are granted temporary membership for the day of their visit but are not bound by the Club's Bye Laws or Rules and Regulations.
2. Visitors are required to comply with the Guidelines contained in schedule 5 of this agreement and conduct themselves in a lawful and respectful manner.
3. Visitors who are observed or reported as not complying with the guidelines in schedule 5 will be reminded of the guidance and requested to comply.
4. Visitors who repeatedly ignore the guidance or whose behaviour is considered to be gross misconduct (e.g. threatening behaviour, physical assault) shall be asked to leave the club premises. In cases of extreme behaviour visitors may be barred from the premises preventing any use of the club facilities in the future.
5. There shall be no refund of fees paid. The visitor shall be advised of their right to submit a written complaint to the Club's General Manager if they feel that they have been unfairly treated.
6. Complaints shall be submitted in writing together with any supporting evidence. The complaint will be investigated by the General Manager or a member of the Golf Committee who was not involved in the original incident. A written response shall be issued within 7 days. The letter will include the visitor's right to appeal the decision by making a formal written appeal to the Section Head, Culture and Events.
7. Appeals shall be received within 8 working days from the date of the letter responding to the visitor's complaint. The appeal shall then be processed in accordance with the procedures detailed in schedule 6 of this agreement.

SCHEDULE 5

Guidelines for visitors to West Herts Golf Club

Golf is a sport which relies heavily on the integrity of those playing it. West Herts is a traditional golf club and, for the benefit of all who play the course or who use the clubhouse facilities, we ask all our members and visitors to comply with the following:

Dress Code: Smart casual dress should be worn in and around the clubhouse and smart traditional golf-wear should be worn on the course.

Golf Etiquette: The Rules of Golf as set out by the sport's governing body, the R&A, should apply to all games played on the course. A copy of the Rules is available on request from the Club's office. The sharing of clubs is not allowed.

Speed of Play: The Club adheres to the principles of Ready Golf as advocated by the R&A. It makes the game more enjoyable for all concerned if play continues at a reasonable rate. Please call the group behind through if you fall behind the group in front or stop to search for a ball.

Course Ranger: The Club has a Course Ranger on duty at various times during the week. Please respond promptly and politely if you are requested to take any action by the Ranger.

Health and Safety: A number of public footpaths cross the course. Please be very aware of the general public using the paths. Do not take a shot if there is a possibility you might cause injury. Our green-keeping staff have priority on the course and you should not play until they are safely out of range.

Discounted green fees: Please remember to register at the Professional's Shop before playing your round and display the bag-tag you are issued with on your golf-bag. Residents in a Watford postcode who hold an Everyone Active ("EA") card, non-residents who also hold the EA card, seniors (over-65), unemployed, juniors (under the age of 18) and the disabled (blue badge or similar) are all entitled to discounts on our standard green fees. You will be asked for your EA card, proof of address (for Watford residents), proof of age (for age-related discounts) or proof of entitlement (for the unemployed); without this evidence the standard green fee will be charged.

Course closure: The Club appoints a senior official of the Club to take daily responsibility for opening and closing the course in the event of bad weather. Please only play the course when you are told you may do so. In the event of severe bad weather while you are playing the course you will be responsible for deeming whether or not it is safe to play - the Club accepts no liability for injuries arising from adverse weather conditions such as lightning or heavy wind.

Liability for damage to vehicles or loss of personal possessions: The Club does not accept responsibility for any damage to vehicles parked on the Club's curtilage nor does it accept any responsibility for the loss of personal property while on the Club premises or course.

Courtesy to others: Please treat all other visitors, members of the Club and Club personnel with respect.

Enjoy yourself: We hope you enjoy your experience at West Herts and will visit us again; if you have any comments please complete one of the feedback forms to be found in the Main Lounge or on the Club's website.

SCHEDULE 6

JCC Appeals Procedure

Background

Under the agreement between the Watford Borough Council (Council) and the West Herts Golf Club (Club) which established this Joint Consultative Committee (JCC), the JCC is authorised to consider and resolve:

- (i) Appeals by a public player against disciplinary action by the Club subject to the player first completing the Club's appeal process ("Disciplinary Action Appeals"); and
- (ii) refusal by the Club of an application for membership, subject to the member of the public first fully completing the Club's appeal process ("Membership Application Appeals").

The JCC has determined that this is the procedure that it will follow when asked to make a determination of such complaint.

Procedure

1. On receipt of a request for the JCC to make a determination, the Council's Democratic Services Team (on behalf of the JCC) will acknowledge receipt of the request and provide the requestor with a copy of this procedure.
2. Within 14 days of the date of the acknowledgement of the request, the Requestor is required to supply full written details of the grounds of his/her complaint along with copies of any documents the Requestor wishes to provide in support.
3. Upon receipt of the Requestor's grounds of complaint and documents, the Council's Democratic Services Team will write to the Club's General Manager, providing a copy of the Requestor's grounds of complaint and documents and asking the Club to supply:-
 - a. full written details of the Requestor's original application or complaint as appropriate;
 - b. the reasons for the decision to:
 - i. take disciplinary action; or
 - ii. decline the Requestor's membership application;
 - c. any Club policies regarding disciplinary action or eligibility for membership, as appropriate; and
 - d. any comment the Club wish to make on the Requestor's grounds of complaint.
 - e. details of the discussion with the Council's Section Head – Culture & Events (or other Council officer) that has taken place in accordance with the Public Disciplinary Procedure or Membership Application Procedure (as appropriate).

4. Upon receipt of the Requestor's grounds of complaint and documents, the Council's Democratic Services Team will also write to the Council's Section Head – Culture & Events, providing a copy of the Requestor's grounds of complaint and documents and asking the Council to supply details of the discussion with the Club that has taken place in accordance with the Public Disciplinary Procedure or Membership Application Procedure (as appropriate).
5. The Club and the Council are required to supply the information requested within 14 days of the date of the request. The Council's Democratic Services Team will send a copy of the information submitted by the Club and the Council to the Requestor.
6. The Council's Democratic Services team will advise the parties of the date upon which a meeting will be convened for the JCC (or a sub-committee of JCC members) to consider the complaint and the written submissions of the parties. The Requestor, the Club's General Manager (or other representative) and the Council's Section Head – Culture & Events (or other appropriate officer) will be given a final opportunity to submit further representations and documents should they wish to do so – any final submissions must be provided at least 10 clear working days prior to the date of the meeting.
7. The members of the JCC will be sent an agenda and the written submissions of the parties at least 5 clear days before the date of the JCC meeting
8. The JCC will consider its decision in private and will determine to deal with the complaint in one or more of the following ways:-
 1. Adjourn the meeting for additional information;
 2. Dismiss or Not Uphold the complaint;
 3. Uphold the complaint and decide on the appropriate outcome;
9. Any member of the Club's membership committee or any Club member who participated in the original decision to decline the Requestor membership who is a member of the JCC will not be permitted to take part in any discussion or decision relating to the Requestor's complaint.
10. Written notification of the decision will be sent to both the Requestor and the Club within 10 working days of the decision.
11. The JCC has the right to make variations to these procedures in the event that it considers the circumstances of a particular matter for consideration requires such a variation.

Date 25th March 1997

THE WATFORD BOROUGH COUNCIL
AND
THE WEST HERTS GOLF CLUB LIMITED

COUNTERPART

AGREEMENT

FOR THE USE AND PROMOTION
OF GOLF AT WEST HERTS GOLF CLUB

Roland Bedford LL.B.
Head of Law and Support Services
Town Hall
Watford
Herts WD1 3EX

THIS AGREEMENT is made the 25 day of March One Thousand Nine Hundred and Ninety Seven BETWEEN THE WATFORD BOROUGH COUNCIL of the Town Hall Watford in the County of Hertford (hereinafter called "the Council") of the one part and WEST HERTS GOLF CLUB LIMITED (Registration No. 41272) whose registered office is situate at the Club House Cassiobury Park Watford aforesaid (hereinafter called "the Club") of the other part

WHEREAS:

- (A) The Council has granted to the Club a Lease of even date herewith (hereinafter referred to as "the Lease") of land and buildings known as The Golf Course Cassiobury Park Watford Hertfordshire and is more particularly described in the Lease (which said land and buildings are hereinafter referred to as "the Facility")
- (B) The Club and the Council in contemplation of and in consideration of the grant of the Lease have agreed for the joint use of the Facility as hereinafter provided

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

- 1. Facility Management
 - 1.1 The Facility shall be promoted as a joint enterprise between the Council and the Club
 - 1.2 The management structure for the Promotion and Management of the facility as presently envisaged is diagrammatically illustrated in Schedule 1 but the Club may vary from time to time that part of the management structure relating to the Club Management on giving written notice to the Council
- 2. Joint Consultative Committee
 - 2.1.1 The Council and the Club shall and do by this agreement establish a Joint Consultative Committee (hereinafter referred to as "the Joint Committee") consisting of four representatives of the Council and four representatives of the Club

- 2.1.2 The representatives of the Club and the Council shall be nominated annually and the Club and the Council shall notify each other respectively of their nominated representatives by the 31st May in each year
- 2.2 The Joint Committee as constituted shall meet as hereafter provided for the whole of the life of this Agreement
- 2.3.1 The Joint Committee shall meet annually during the months of January/February each year and also on an ad hoc basis at the request of either the Club or the Council and on not more than four times a year in total
- 2.3.2 Notice of meetings of the Joint Committee and the time and place shall be given by its Secretary not less than 21 days prior to the date of the meeting
- 2.4 The quorum for any meeting of the Joint Committee shall be not less than 4 Members, of which at least 2 shall be representatives of the Council and at least 2 representatives of the Club
- 2.5.1 The Chair of the Joint Committee shall be elected annually by the Joint Committee
- 2.5.2 Decisions of the Joint Committee other than the appointment of the Chair, shall require agreement (by majority) by the representatives of both the Council and the Club present at the meeting and if necessary separate votes shall be taken of the representatives
- 2.5.3 The Chair of the Joint Committee shall not have a casting vote
- 2.6.1 The Joint Committee shall be responsible for overseeing and assuring the promotion and management and operation of the Facility to the extent provided for in this Agreement and proper compliance with the provisions of the Lease and this Agreement
- 2.6.2 The Joint Committee shall consider and resolve:-
- (i) Any variation to the Dress Rules set out in Schedule 7
 - (ii) Appeals by a public player against disciplinary action by the Club pursuant to paragraph 4 of Schedule 5

- (iii) Control of the use of the course and Club premises but not general course or house management
- (iv) The rules of Equipment
- (v) The unreasonable refusal by the Club of an application for membership
- (vi) Publicity and advertising
- (vii) The monitoring of equal opportunities as referred to in Clause 7

2.6.3 The Joint Committee shall consider and make recommendations to the Club and Council in relation to:-

- (i) Any variation of the Allocation of Playing Times for Club members and members of the public as set out in Schedule 3 to this Agreement
- (ii) The public green fees to be charged from time to time and the Joint Committee in formulating their recommendations shall act in accordance with Schedule 6 as shall the Council and the Club in considering those recommendations

2.6.4 The terms of reference of the Joint Committee may be varied from time to time by agreement between the Club and the Council and shall be effected by exchange of letters

3. Management and Day to Day Supervision of the Facility

3.1 Without prejudice to the Clubs obligations under the Lease the Club shall be responsible for the overall management and operation of the Facility and the implementation of the provisions of this Agreement or any agreed variation thereof

3.2 The Club shall establish and maintain an organisation for the management of the Facility (presently called the General Committee and constituted as shown in Schedule 1) with responsibility within the terms of this Agreement and subject to the power of the Joint Committee for:-

- (i) The management and maintenance of the course to standards set by the Hertfordshire Golf Union
- (ii) The financial control of the Club

- (iii) The election of persons to membership of the Club
 - (iv) The appointment control and dismissal of staff and allocation of duties thereto and all other staffing matters
 - (v) The management of the club house
- 3.3 The Club shall engage sufficient qualified or experienced staff as shall be necessary for the efficient and proper overall and day to day management and supervision of the Facility and the implementation of the provisions of this Agreement
- 3.4 The Club staff and the duties presently allocated to them at the date of this Agreement are set out at Schedule 2 hereof
- 3.5 The Club shall meet all expenditure and costs incurred or arising from the implementation of the provision of this Agreement including in particular (but not limited to) all staffing costs and all materials and equipment necessary for the management and maintenance of the Facility save only expenditure and costs as shall otherwise be specifically provided for in this Agreement
4. Allocation of Playing Times and Arrangements for Play
- The arrangements for the playing of the course shall be those set out at Schedule 3 and are intended to ensure that the allocation of playing time for bona fide Club Members and for the members of the public shall be shared
5. Public access to the Facility
- 5.1 The parts of the Facility set out in Part I of Schedule 4 (when normally open) shall be open for public access subject to prior payment of the appropriate public green fee pursuant to paragraph 5.3 below
- 5.2 The opening hours for the areas of the club house specified at 5.1 are set out in Part II of Schedule 4 hereto

- 5.3 The payment of the appropriate green fees for the relevant day shall include the right of entry to those parts of the Facility mentioned in 5.1 above without additional payment
- 5.4 Public Players shall be given an identification pass and shall be in possession of the same at all times they remain at the Facility and shall sign the Visitors Book (to comply with licensing requirements)
- 5.5 All players shall comply with the Dress Rules as varied from time to time by the Joint Committee

6. Discipline

- 6.1 The Club shall be responsible for disciplining players who are not members of the Club.
- 6.2 The Clubs disciplinary procedures for members of the public are set out at Schedule 5

7. Equal Opportunities

- 7.1 The Club and the Council recognise unfairness and the need to provide equal opportunities for all sections of the community to play golf and to enjoy the ancillary services at the Facility
- 7.2 The Club and the Council agree to work together in full co-operation towards achieving equal opportunities for all
- 7.3.1 Membership of the Club shall be open to all members of the public irrespective of race gender disability colour age nationality ethnic or national origin marital status political or religious belief or sexual orientation but subject to any restriction on the number of members that the Club's Management Committee resolve from time to time
- 7.3.2 The Club shall maintain records of applications for membership and the outcome of such applications including the reasons for any refusal of membership and shall report thereon to the Joint Committee at regular intervals and the Joint Committee shall consider this

information in order to review the procedures used for dealing with applications for membership and their implementation

- 7.4 The Club will co-operate with the Council in monitoring this policy by the collation of information from players to include classification of ethnic origin, gender, age and disability and any other information as shall be identified by the Joint Committee.
- 7.5 The Club shall report the information collated to the Joint Committee and the Joint Committee shall consider such information together with information obtained by or available to the Council and shall make recommendations for any action considered necessary to further improve the Equal Opportunities objectives stated at paragraphs 7.1 and 7.2. provided that in carrying out or fulfilling any of the functions envisaged by clauses 7.4 and 7.5 above, the Club shall not be required to incur unreasonable expenditure

8. Joint Promotion of the Facilities

- 8.1 The Facility shall be provided and advertised as a joint enterprise between the Club and the Council managed by the Club
- 8.2 The signing on the course shall clearly show that the Facility is provided by the Club in association with the Council and shall display the name and logos of the Club and the Council
- 8.3 The design of the signs shall first be approved by the Joint Committee
- 8.4.1 The Facility shall be advertised by leaflet through the Council's Leisure Services and by advertisement in the local newspaper and by posters circulated in the community
- 8.4.2 All advertisements and literature and posters shall contain the name and logos of the Club and the Council

8.5 The programme for joint promotion and advertising shall be developed by the Council and the Club in accordance with the recommendations of the Joint Committee from time to time

8.6 The cost and promotion of advertising shall be met by the Club up to a maximum of £4,000 (excluding VAT) or such other maximum as is determined by the Joint Committee

9. Terms of Agreement

9.1 This Agreement (as amended or varied from time to time by agreement between the Club and the Council) shall continue until the termination of the Lease

9.2 In the event of the termination or expiry of the Lease or repossession of the Facility by the Council under the Lease this Agreement shall forthwith terminate but without prejudice to the obligation of the Club to remedy any antecedent breach by the Club of the provisions of this Agreement or to meet any outstanding obligation of the Club arising out of or under this Agreement

10. In the event of a material breach of the provisions of this Agreement by the Club or the Council the other party may give three months written notice of such breach to the other ("breach notice") and upon the expiration of such breach notice if the party upon whom the notice has been served shall not have fairly remedied such breach or applied for arbitration pursuant to clause 11. below then the party giving the breach notice may terminate this Agreement at any time by notice to the other within two months of the expiration of the breach notice ("termination notice") whereupon this Agreement shall terminate and the provisions of clause 9.2 hereof shall apply as if the Lease had expired or terminated or the facility had been repossessed by the Council on a date one calendar month from the giving of the termination notice.

11. Arbitration

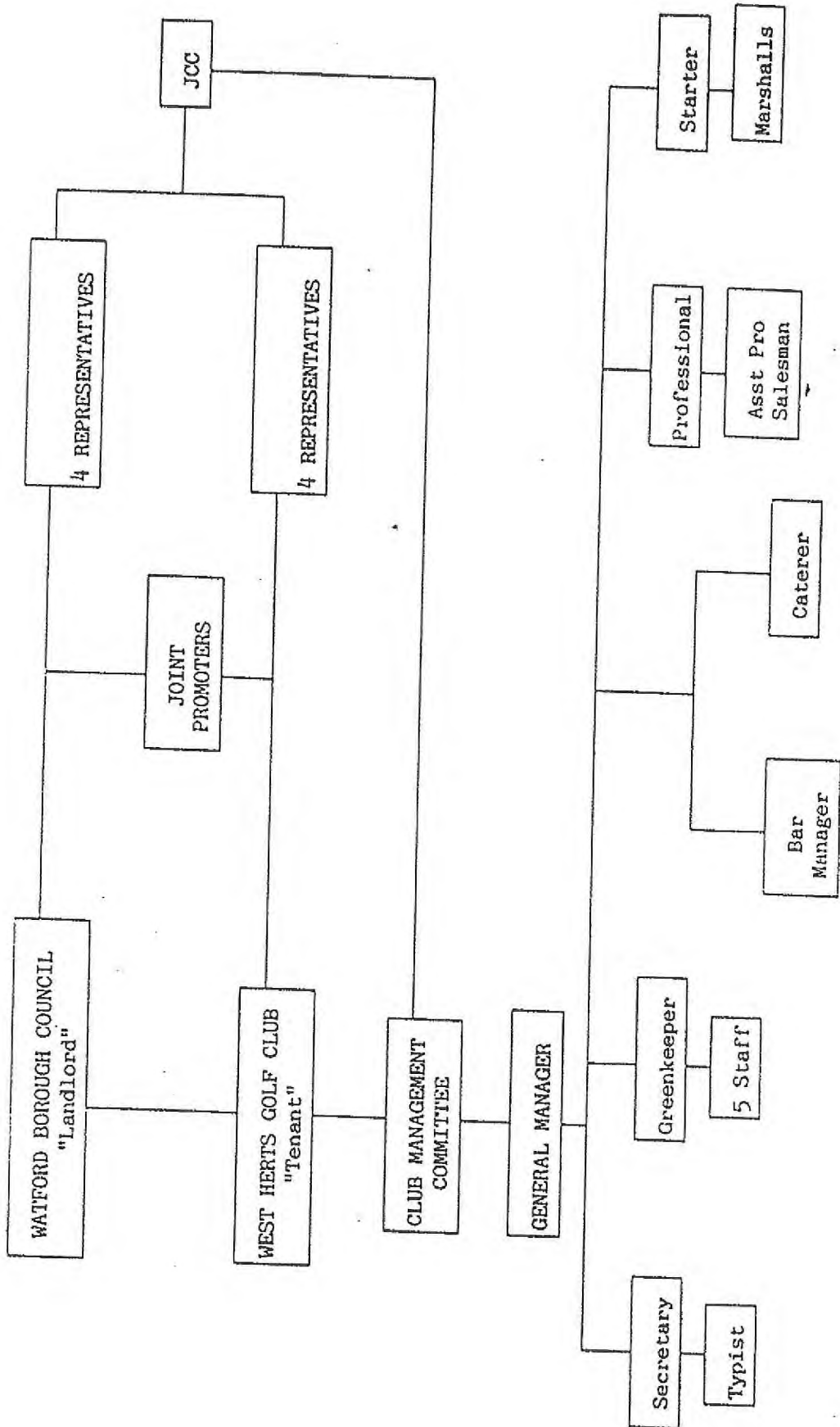
Any dispute or difference arising between the parties hereto with regard to this Agreement or the duties powers and liabilities of either party hereunder or with regard to the construction of any clause or any act or thing to be done in pursuance thereof or arising out of anything herein contained during the continuance of this Agreement shall be referred to a solicitor practising within the Borough of Watford whose name is agreed between the parties and failing agreement appointed by the President of the Law Society or his/her deputy who shall act as an arbiter whose decision shall be final and binding on the parties who shall be equally responsible for the arbiter's fees

IN WITNESS whereof this Agreement is executed as a Deed the day and year before written



SCHEDULE I

STRUCTURE



SCHEDULE 2

Club Management Responsibilities

1. General Manager
 - 1.1 Overall responsibilities for the control of the course and Club House
 - 1.2 The supervision of and accountability for the performance of the responsibilities of the Secretariat, Greenkeeper, Bar Manager, Caterer, Starter and Marshals
 - 1.3 Accountable to the Club for general administration and finance
 - 1.4 Power to hire staff and sub-contractors along agreed guidelines laid down by the Management Committee
 - 1.5 Attend and keep minutes of all meetings and deal with statutory requirements
 - 1.6 Training and supervision of all staff
 - 1.7 Liaise with Golf Professional and assistants.
 - 1.8 Deal with complaints
2. Secretariat
 - 2.1 Record keeping - membership, resignations, etc.
 - 2.2 Correspondence, questionnaires, reports, etc.
 - 2.3 Competitions - organising, preparing notices and starting sheets, checking cards, publishing results, amending handicaps.
 - 2.4 Booking clerk - staffing telephone during office hours and dealing with members and public enquiries regarding times of play available, book slots and obtain relevant information from enquirer.
 - 2.5 Account for all subscriptions, entrance fees, green fees and other charges and enforce payment.
 - 2.6 Deal with banking, cashflow, budgets, monthly management reports, accounting and book-keeping.

- 2.7 Take bookings for function rooms and organise event with Bar Manager to satisfaction of hirer.
- 2.8 Control club matches and other events including compiling, printing and distributing fixture list.
- 2.9 Liaison with English Golf Union Herts Golf Union Ladies Golf Union other golf clubs, promoters and other official bodies.
- 2.10 Drafting, preparing and publishing notices of all sorts for members and public information.
- 2.11 Calculation of and keeping all records for wages, PAYE, NHI, VAT, etc., completing and filing returns and making appropriate payments.
- 2.12 Investigation into and purchase or hire of all office equipment, stationery and printed materials of all sorts.
- 2.13 Dealing with miscellaneous enquiries of the public and members.
- 2.14 Insurance of the Club's assets and other responsibilities.
- 2.15 Compliance with all Regulations, Licences, consents and other legal requirements.
3. Greenkeeper
 - 3.1 Manage the green staff employed including organising the daily work schedules for green staff with alternative duties if inclement weather.
 - 3.2 Liaise with and agree greenkeeping activities with Artisans (if any) and monitor performance
 - 3.3 Order and arrange delivery of all materials used on course, e.g. sand, fertilisers, seed, dressings, chemicals, etc.
 - 3.4 Investigate and report on all machinery and equipment required or in need of maintenance repair or replacement.
 - 3.5 Liaise with and take instructions from Manager.
 - 3.6 Prepare forward plan for maintenance and improvement of the course.

3.7 Carry out all requisite husbandry to the Course including lopping and trimming of trees and bushes, repair and maintenance of course roads, fences (if any) and tee blocks and markers.

4. Bar Manager

4.1 Control and supervision of all bar staff employed by the Club.

4.2 Order supplies of consumables and keep stock control.

4.3 Recommend to the Management Committee from time to time the type and quantity of consumables for use and/or sale on the premises and advice on consumables price structure.

4.4 Responsibility for compliance with statutory regulations relating to the sale of alcoholic drink on the premises.

4.5 Supervision of and attendance at all private functions contracted to be carried out by the Club and where necessary liaise with the Manager in making applications for occasional licences to the Licensing Justices.

4.6 Control of general behaviour and compliance with Dress Rules in the Club House (including power to evict and temporarily suspend continued presence of and entry of any person to the premises).

5. Caterer

5.1 To provide catering facilities for Club members green fee payers and special functions as required and at the prices agreed by Club Management Committee

6. Professional (Subcontractor)

6.1 The general management of the pro-shop along guidelines laid down by the Management Committee.

- 6.2 The employment and dismissal of the professional's own staff.
- 6.3 The provision of golf products of all sorts for sale or hire.
- 6.4 The teaching by arrangement of individual or group players.
- 6.5 Assessment of all players, not holding a recognised golf handicap, as to their competence to play golf.
- 6.6 Power to suspend use of the course and to prevent play by anyone not complying with course regulations as to conduct, dress and equipment.

7. Starter

- 7.1 To control the commencement of play by players.
- 7.2 To verify that players are either members of the Club or paying members of the public.
- 7.3 To maximise the use of the course by all players wishing to use the course.
- 7.4 If not monitored elsewhere, for example by use of the Council's leisure pass, to monitor the users of the course in public time along guidelines laid down by the Management Committee.

8. Marshals

- 8.1 To ensure that all players:-
 - (i) have paid the appropriate Green Fees or are Members;
 - (ii) are maintaining their place on the Course and are not holding up the players through slow play; and
 - (iii) are conducting themselves in a satisfactory manner and comply with the dress and equipment rules.
- 8.2 To take action if these requirements are not met including:-
 - (i) advising players to speed up play; and
 - (ii) instructing players to miss playing the next hole/holes to catch up on very slow play;

8.3 Requesting players to leave the Course where:-

- (i) Green Fees have not been paid;
- (ii) the previous action has not overcome extremely slow play;
- (iii) dress or equipment rules have been breached; or
- (iv) other conduct is unacceptable.

Schedule 3

Part I

Allocation of Playing Times and Playing Arrangements

1. The shared use of play of the course between Club use and public use shall be subject to precise methods of control in order to ensure the best use of the course at all times.
2. Weekend and Midweek Times
 - 2.1 Playing times shall be divided into:
 - Midweek playing arrangements.
 - Weekend playing arrangements when no competitions are played.
 - Weekends when club competitions are played.
 - 2.2 Weekends shall be Saturdays and Sundays and a weekend day shall also comprise of New Years Day Good Friday and Easter Monday May Bank Holiday Spring Bank Holiday August Bank Holiday Christmas Day and Boxing Day and other declared Public Holidays
 - 2.3 When Christmas Day Boxing Day New Years Day or any other declared Public Holiday shall fall on a Saturday or Sunday the Bank Holiday in lieu shall be a weekend day.
 - 2.4 Midweek days shall be Mondays through to Fridays unless any such day is a weekend day as defined in 2.2 and 2.3 above.
 - 2.5 The allocation of use between Club member use and Public use during these arrangements shall be those as set out as Part II of this Schedule 3.

3. Buffer Period

- 3.1 At all times to ensure a smooth transition between Club use and Public use there shall be a buffer booking period of eight minutes (four minutes from public time and four minutes from Members or Shared time) during which no pre-booking shall take place.
- 3.2 In the event of the tee being available during the buffer period the Starter shall permit play to commence up to eight minutes prior to the time of the changover.

4. Pre-Booking Times

- 4.1 For the purposes of this clause 4. and Schedule 6 the expressions "Public Player" and "Public Players" shall mean a member/members of the public holding a valid Leisure Pass issued by Watford Council.
- 4.2 Public Players shall be entitled to play at their pre-booked times subject to payment of the appropriate green fee.
- 4.3 Public Players who are Watford Residents (as defined in Schedule 6) wishing to pre-book a playing time during Public use time may do so in person or by telephone up to seven days less one hour in advance and other Public Players may book up to one day in advance.
- 4.4 Any person may pre-book either:-
- (i) a complete tee time for 4 x Green fee players
 - (ii) a tee time for fewer than 4 x Green fee players
- 4.5 A person pre-booking a tee time will be liable for payment of the number of Green fee places so pre-booked
- 4.6 A Public Player booking a tee time for more than one Public Player must give to the booking clerk of the Club his/her Leisure Pass number and at the same time confirm that the other Public Player(s) booked for such tee time is/are current Leisure Pass holder(s).

- 4.7 During Public and Shared Times all matches shall be arranged as 4 ball matches provided that the Starter shall have discretion to permit 2 and 3 ball matches.
- 4.8 A person pre-booking for fewer than 4 x Green fee players shall accept that the Club may allocate any unbooked places to any other player.
- 4.9 A person claiming a concessionary Green fee must state so at the time of booking to allow allocation of the limited number available. Proof of entitlement will be required at the time of payment.
- 4.10 Public Players shall make payment of the appropriate green fee not later than 15 minutes prior to their pre-booked time of play and shall, if appropriate, present at the time of payment the appropriate method of identity card as proof of entitlement to Standard Watford resident's Green fee and shall present themselves to the Starter not less than 6 minutes prior to their pre-booked time.
- 4.11 Public Players failing to comply with sub-paragraph 4.10 shall be re-allocated a reasonable replacement time for play and if no other time is available shall be entitled to have any Green fee payment refunded.

5. Pay and Play

Public Players wishing to play at any unbooked time during Public time shall pay their Green fee on arrival and present themselves to the Starter not later than 6 minutes prior to the time allocated to play.

6. Green Fees

At the commencement of this Agreement the Green fees for Public Players are as set out in Schedule 6

7. Artisans

- 7.1 Members of the West Herts Artisans Club on production of evidence of membership shall be permitted to play the Course teeing off either prior to 6.50 am or after 4 pm at unbooked times during either Club shared or public use times upon such terms and arrangements as the Club and the Artisans Club mutually agree between them which terms can include the waiver of any green fee payments
- 7.2 Any such member wishing to pre-book shall only be able to play in shared or public time on payment of the appropriate green fee

8. Rules and Etiquette

- 8.1 All games will be played according to the Rules of Golf (as varied by Local Rules in force at anytime)
- 8.2 The Club shall arrange for Local Rules to be printed on the Card of the course and to be displayed on a notice board easily accessible to all players
- 8.3 All players will be expected to acquaint themselves with and comply with the Rules of Golf and Golf Etiquette and Course Etiquette and will be encouraged to do so by the Starter and Marshals
- 8.4 Copies of the Local Golf Rules and Golf Etiquette will be available from the Starter

9. Equipment

- 9.1 Each player shall be properly equipped to play:-
- (i) In compliance with dress rules
 - (ii) with correct footwear
 - (iii) with a set of at least 6 Golf Clubs and Bag

10. Course Control

- 10.1 All players shall comply with the proper instructions and guidance given by the Starter and Marshal.
- 10.2 Subject to the hours of daylight play on the Course will normally commence at 7 am and the latest tee off time shall be 6 pm.
- 10.3 Play may be prevented from time to time by adverse conditions on the course
- 10.4 The decision to ban the use of trolleys or close the course by reason of adverse conditions shall be taken by any two persons from the following:-
- (a) On Mondays to Fridays: The General Manager the Greenkeeper or the Professional
 - (b) On Saturdays and Sundays and Public Holidays: The General Manager or the Duty Committee Member together with either the Professional or the Greenkeeper
- 10.5 The Club shall ensure that the availability of the course and the use of the Facility on any day should be identical for members of the Club and public players and no distinction shall be made in playing conditions or in any use of the Club House or other parts of the Facility.
- 10.6 Notwithstanding the provisions of clause 10.5 above and the various provisions relating to the allocation of playing times within this Schedule the Club may propose for consideration by the Joint Committee a number of special days for use of the facility whereby the normal playing time arrangements for members of the Club and public would be altered to accommodate special events. The Club will put forward such proposed special days for agreement prior to the Club entering into any commitment and publicising the event.

Part II

1. Midweek Playing Arrangements

Monday:

0700 - 0800 (Summer only)	Public play only
0830 - 0930	Members play only
All remaining time	Shared between Public and Members

Tuesday:

0700 - 0800 (Summer only)	Public play only
0830 - 0930	Members play only
All remaining time *	Shared between Public and Members

Wednesday:

0700 - 0800 (Summer only)	Public play only
All remaining time	Shared between Public and Members

Thursday:

0700 - 0800 (Summer only)	Public play only
0915 - 1145	Women Members only
All remaining time	Shared between Public and Members

Friday:

0700 - 0800 (Summer only)	Public play only
Remainder of time	Shared between Public and Members

2. Weekend Playing Arrangements

Saturday or Sundays - Non competition days

0700 - 0800	Public play only
0800 - 1000	Members only
1000 - 1200	Public only
1200 - 1300	Shared between Public and Members
1300 - 1430	Members play only

All remaining time Shared between Public and Members.

3. Weekend Playing Arrangements

Saturday or Sundays - which are competition days

0700 - 11.30 Members play only

11.30 - 1300 Public play only

1300 - 1415 Members play only

All remaining time Shared between Public and Members

- 4 For the purpose of this Schedule "competition days" shall mean weekend days for the playing of Club competitions as the Club may from time to time specify not exceeding in total 22 Saturdays 22 Sundays and 5 Bank Holidays in any calendar year such annual fixtures to be notified to the Council in writing prior to the commencement of the year in which the fixtures fall to be played.

Schedule 4

Part I

1 Club House

(a) Main Lounge/Bar

(b) Dining Room/Lounge

(c) Changing rooms, toilets, showers and washroom (men and women)

(d) Spike Bar.

(e) Entrance Hall

2 Golf Course and practice putting green.

3 Professional shop.

4 Car Park.

5 Access Road to Rousebarn Lane.

Part II

Opening Hours (subject to Licence)

1. Main Lounge/Bar and lounge open from 8 am until bar closing hours.
2. Spike Bar open from 8 am until half an hour after dusk.
3. Dining Room - Meals available according to arrangements between Club and caterers
(Note: Beverages will be available for purchase in the pro shop).
4. Men's and Women's Changing Rooms open from 7.30 am until Club close down.
5. Manager's/Secretary's office open 9 am to 5 pm.

Schedule 5

Disciplinary Procedures

The Club shall be empowered from time to time to curtail or prevent the use of the golf course and premises by any member of the public subject to and on the terms and provisions set out below:-

1. If at any time a member of the public displays conduct which is prejudicial or injurious to the interests of the Club and/or the facilities enjoyed by other members of the public or Club members, the Management Committee (except in an emergency) will investigate and record in writing the subject matter of the complaint and the decision taken. A copy of the decision shall be forwarded to the Head of Leisure of the Council.
2. If the Management Committee are reasonably satisfied that the conduct of a member of the public is prejudicial or injurious as aforesaid then it will decide on one of the following course of action:-
 - (a) the member of the public will be reprimanded;

(b) the member of the public will be informed that he/she may not have entry to any part of the Club's premises for a specified period of time ("suspension") or at all ("expulsion").

4. On receiving notification of the Club's decision the member of the public may appeal by writing to the Head of Leisure, setting out in writing his/her grounds of objection to the decision. The Head of Leisure will deal with the appeal from the member of the public by consultation with the Club's Management Committee and resolve the matter if possible. If no such resolution can be achieved to the satisfaction of the Club and the Council then a meeting of the Joint Committee shall be called to decide on what further action should be taken if any and their decision shall be final.
5. A written record shall be kept of the discussion between the Club and the Council of the deliberations and the decision of the Joint Committee.

SCHEDULE 6

Public Green Fees

Initial Fees

- 1.1.1 The public green fees payable by Public Players applicable at the date of this Agreement shall be as follows:-

	<u>Midweek Days</u>	<u>Weekends</u>
	£	£
Watford Residents	10.00	15.00
Non Residents	15.00	22.50
Any Player entitled to a concession	The appropriate fee specified above less 20% discount	

- 1.1.2 All public players (other than Public Players as defined) shall pay such standard rates of green fee as are from time to time fixed by the Club.

Definitions

1.2 Throughout this schedule the following term shall have the meaning assigned to them as follows:-

“Weekends” have the same meaning as in paragraph 2.2 of the 3rd Schedule

“Midweek Days” has the same meaning as in paragraph 2.3 of the 3rd Schedule

“Watford Resident” means any player ordinarily residing within the area of the Council (as presently constituted) who produces such evidence of this as may be agreed from time to time by the Joint Committee.

“Comparator Courses” shall mean the courses specified in clause 1.4 or any other courses as may be agreed from time to time by the Club and the Council.

“Player entitled to a Concession” means any Watford Resident holding a current Watford Council Leisure pass showing an entitlement to a concession by reason of being unemployed elderly a person with a disability or a student and producing such a pass at the time of payment

Provided that these definitions may be varied from time to time by agreement between the Council and the Club and the definitions shall be reviewed as part of any review on green fees taken at any time

1.3 Unless otherwise agreed between the Council and the Club the Club shall only be obliged to accept up to 10 concessionary rounds per day

Comparator Courses

1.4 The courses specified as Comparator Courses are:-

Bushey Hall Golf Club

Little Hay Golf Club

Bushey Golf and Squash Club

Rickmansworth Golf Club

Batchwood Hall Golf Club

Haste Hill Golf Course

Ruislip Golf Course

Uxbridge Golf Course

PROVIDED THAT unless otherwise agreed between the Club and the Council any 18 holes course opening after the date hereof situated within 5 miles of the Course shall be added

Review

- 2.1 Public green fees including concessions shall be considered by the Joint Committee not less than once per year no later than the anniversary of the date of this Agreement and the Council and the Club shall consider the recommendations made by the Joint Committee within one month.
- 2.2 If the Council and the Club are unable to reach agreement on any change in the public green fees then all such fees shall be increased in accordance with the Index referred to in the 4th Schedule to the Lease no later than the 1st of April in each year.

Relevant Factors

- 3.1 In determining the public green fees from time to time the Joint Committee and the Council and the Club shall have regard to the following factors:-
 - 3.1.1 The public green fees charged from time to time at the comparator courses together with any available information on usage of those courses
 - 3.1.2 Current income to the club from public green fees
 - 3.1.3 Pattern of use of the Course at both weekends and midweek and any available reliable information relating to prospective use
 - 3.1.4 The take up of concessions and any available reliable information relating to prospective concessionary use
 - 3.1.5 The Council's policy on concessions for sporting facilities
 - 3.1.6 Expenditure on course management and income to the Club from any source

Schedule 7

Dress

Clubhouse

4.1 Casual dress must conform to the following standards:-

Men: Clean, neat and comprising a shirt with sleeves or a roll-neck sweater and tailored slacks.

Women: Dress as defined for the course with the exception of shorts.

Note: Shorts: shirts with slogans (as distinct from logos); denim jeans; rainwear are not acceptable.

4.2 Formal dress for men must include jacket, collar and tie or roll-neck sweater and tailored slacks.

4.3 Main Bar: Casual dress as defined above.

4.4 Lounge: Casual dress as defined above may be worn until 6 p.m.; thereafter formal dress as defined must be worn. Sunday - formal dress between 12 noon and 3 p.m.

4.5 Dining Room: Monday to Saturday: Casual dress as defined above may be worn at times when catering is available except for social functions, match dinners and club fixtures as designated by the Committee

Dining Room: Sunday: Formal dress 12 noon to 3 p.m. casual dress otherwise.

4.6 Stud Bar: Dress as defined for the course.

4.7 Footwear: No trainers or plimsolls in the Clubhouse. Golfing shoes may only be worn in the Spike Bar or between the front door and the Men's Locker Room.

Course

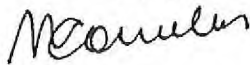
5.1 Dress: Recognised golf dress, socks and shoes must be worn. Tailored knee-length shorts with sports socks.

- 5.2 Footwear: Trainers, plimsolls and non-golfing shoes are not permitted.
- 5.3 Men may not wear: Shirts without sleeves or with a slogan (as distinct from a logo),
Jeans, tracksuit tops and/or bottoms.
- 5.4 Women may not wear: Sleeveless vest tops, shorts or skirts more than 4 inches above
the knees.
- 5.5 Shirts must not be removed at any time in public places.
- 5.6 Equipment: All players must have their own golf equipment and sharing of clubs is
prohibited.

THE COMMON SEAL of WEST)
 HERTS GOLF CLUB LIMITED)
 was affixed to this Deed)
 in the presence of -)



Director



Director
 Secretary



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West Herts Golf Club and Watford Borough Council Joint User Agreement (JUA)

Key differences between the 1997 JUA version and 2018 JUA proposal.

Overall the Club and Council have worked on modernising the agreement dated 1997.

The following illustrates a positive impact or change which improve clarity on procedures or benefit to residents.

1.0 Facility Management – no change required

2.0 Joint Consultative Committee (JCC)

2.3 Annual Meeting date changed to September and October as opposed to January /February. This is to ensure sufficient time is allocated to consider and implement any green free proposals.

2.5.1 If necessary a named vote shall be taken of representatives of the JCC if decisions need to be taken.

3.0 Management and Day to day supervision of the facility

3.2 (i) the club will consult with a qualified agronomist and or golf course architect to help manage and maintain standards.

3.2 (iii) process for dealing with refusal of applications has been improved based on case history and in collaboration with the council

3.2 vi The Development of the Clubs Health and Safety Policy has been included

3.2 vii The development of the Clubs Safeguarding Policy has been included.

Note club staff and duties has been taken out of the agreement as this is an operational matter and can be changed and frequent intervals, making the agreement quickly dated.

4.0 Allocation of Playing Times

4.1 key inclusions and benefit is to provide the public equal access to the clubs tee booking system 7 days in advance.

5.0 Public Access to the facility

Access to all the club facilities is granted to the public once a green fee is paid, in effect they become a temporary member and have equal rights and abide by the same regulations as members.

6.0 Discipline

Schedule 4 replaces the old schedule 5 and has been made clearer.

In addition, in collaboration with the council's legal team a new JCC appeals procedure has been introduced in Schedule 6. This has improved the process to handle appeals should they arise.

7.0 Equalities Policy

7.1 A significant addition is the inclusion of an Equalities Policy by the club, once complete making this available to all members and public on request. In addition, publishing it on their website.

Once agreed we will work in collaboration to its implementation and monitoring of.

8.0 Joint Promotion

8.2 Improved development of the promotion and marketing in collaboration with officers of the council.

8.3 All material e.g. website, signage, literature shall bear the logo's of the club and council and any signage promoting the club shall show that the facility is provided by the club in association with the council.

8.4 The club shall bear the costs of all advertising and promotion whereas a maximum limit was placed on the old agreement

9.0 Terms of the agreement and arbitration – no change required

How the schedules have changed

Schedule 1 – Management Structure

Clearer structural chart introduced, deleted some posts which become obsolete and or change.

Schedule 2 Operational hours

Core hours for all areas of the facility have been introduced but these can be varied up or down at the clubs discretion to meet member and public demand/or adverse weather conditions. This introduces more flexibility to respond to changes and has tidied up some wording from the previous Schedule 3.

The old schedule 2 detailing down club management responsibilities is in effect a list of job roles and tasks, this has been deleted and was deemed an unnecessary level of detail for the JCC. The JCC have given and entrusted the club with the responsibility for management of the facility.

Booking arrangements schedule 3 compared to the old schedule 3 part II

Simplified allocation of playing times, public have been given equal access to the clubs booking system as members and can book 7 days in advance .

Dress, rules, equipment and etiquette has been simplified and included under new Schedule 5 guidelines to visitors.

Schedule 5 in the old agreement on Disciplinary procedures has been replaced with an improved schedule 4 in the new agreement AND an appeals procedure at Schedule 6.

In the new agreement, schedule 3 Club competitions are restricted to 20 Saturdays and 20 Sundays, under the old agreement it was 22 Saturdays and 22 Sundays and 5 bank holidays.

Schedule 6 public green fees has been deleted and replaced in the new agreement by references to schedule 2.6.2, 2.6.3.1 and Schedule 5. The JCC have authority of the green fees and booking arrangements.

The use of comparator courses has been taken out.

Schedule 7 dress etiquette has been deleted and simplified, replaced with a modern version of Club Guidelines that go to all members.

**WATFORD BOROUGH COUNCIL AND WEST HERTS GOLF CLUB JOINT CONSULTATIVE
COMMITTEE**

9 October 2018

Present: **West Herts Golf Club**
David Rogers (Chair)
John Baldwin
Simon Fowle
Jonathan Kaltner General Manager

Watford Borough Council
Councillors A Grimston, D Scudder, J Dhindsa and D Walford

Officers: Culture and Community Section Head
Committee and Scrutiny Support Officer (IM)

1 Apologies for absence/committee membership

There were no apologies for absence.

2 Disclosure of interests

There were none.

3 Minutes

The minutes of the meeting held on 8 October 2017 were agreed and signed.

4 Course usage update

The General Manager introduced the course usage figures for the previous 12 months (to August 2018). He highlighted the impact of the successful life style option on local membership numbers. Player numbers had also been affected by external factors including, poor weather (in February/March) and the world cup (in June/July).

Following information about the club in the recent edition of About Watford, it was requested that advertising be placed in subsequent editions of the magazine, particularly in March/April 2019, to draw attention to the club's

twilight playing opportunities. The Culture and Events Section Head agreed to discuss options with the council's communications team.

Members of the Joint Consultative Committee (JCC) questioned the breakdown of figures between the different postcodes, some of which included both Watford and non-Watford residents. It was agreed that it would be useful to understand more fully the number of Watford residents making use of the club.

There followed a discussion about the targets included in the course usage spreadsheet. It was explained that these were historic and appeared to be based on assumptions which were no longer relevant. The General Manager agreed to undertake a study of the targets against current trend figures (from circa 2010) and establish a new set of targets for the JCC to monitor.

Action –

1. The Culture and Events Section Head to discuss options for advertising the club's twilight playing opportunities with the council's communications team.
2. The General Manager to undertake a study of the targets against current trend figures (from circa 2010) and establish a new set of targets for the JCC to monitor.

5 **Course closures 2019**

The course closure dates, advising when special events would be taking place in 2019, were noted by the JCC. These included days when there would be restricted access to the course. The JCC agreed that the closure dates were within the terms of the Joint User Agreement.

It was agreed that the club and council should undertake a joint marketing strategy for the special events. This should include the use of social media. The Culture and Events Section Head agreed to co-ordinate a discussion with the council's communications team to progress the joint marketing strategy.

Action –

1. The Culture and Events Section Head to co-ordinate a discussion between the club and the council's communications team to progress a joint marketing strategy for the club's special events.

6 **Green Fees 2019**

The General Manager reported the proposed green fee increases for 2019, which incorporated slight increases for visitors to the club. It was noted that there were no proposed increases in the rates for Watford residents (with identification) and non-Watford residents (with Everyone Active cards). This followed more significant price revisions in 2017 to reflect changes in course usage, particularly on Fridays.

AGREED –

That the proposed green fee increases for 2019 outlined in the meeting papers be approved.

7 **Changes to Joint User Agreement**

The Culture and Events Section Head introduced the item, explaining the key changes to the existing Joint User Agreement which had been in place since 1997. He reported that discussions between the club and the council had been extremely constructive, resulting in a more accessible and clear agreement relevant to the present day.

Attention was drawn to some of the specific changes to the agreement, dealing with all aspects of managing the club's facilities, its players (both members and non-members), public access to the course, discipline, equalities and joint promotion. The Culture and Events Section Head also outlined the main changes to the schedules at the end of the agreement.

Members of the JCC welcomed the new agreement, thanking the General Manager and the Culture and Events Section Head for their effective consultation on the proposed changes to the Joint User Agreement.

Agreed –

The JCC approves the revised Joint User Agreement, which will be passed to the club and the council for completion. The Joint User Agreement to be monitored by members at the JCC's annual meeting in the autumn.

8 **Any other business**

The following issues were raised under this item:

1. John Baldwin advised that he was resigning from the JCC. The Chair thanked Mr Baldwin for his long service and valuable contribution to the

joint working between the club and JCC and wished him well for the future.

2. Following well publicised reports about the injury of a spectator at the Ryder Cup in September 2018, Simon Fowle questioned what liability arrangements were in place for the club and council for events in Cassiobury Park which accessed golf course land e.g., running races. The Culture and Events Section Head agreed to take this question back to the council and liaise with the club's General Manager.
3. Simon Fowle asked the Culture and Events Section Head if the council could assist with a golf club initiative to promote the health benefits of golf to local doctors surgeries and hospitals. The Culture and Events Section Head agreed to discuss this proposal with the club outside the meeting.

Action –

1. The Culture and Events Section Head to take advice on the liability arrangements for the club and council for events in Cassiobury Park which accessed golf course land e.g., running races. He would liaise with the club's General Manager on the outcome of his discussions.
2. The Culture and Events Section Head to discuss with the golf club its initiative to promote the health benefits of golf to doctors surgeries and hospitals.

Chair

The meeting started at 5.00 pm
and finished at 6.00 pm