

WINGERWORTH LIDO

**ASSET MANAGEMENT BOARD
(AMB) DOCUMENTS**

Terms of Reference

Asset Management Board/Asset Management Officer Group

TERMS OF REFERENCE

NAME OF GROUP:	Asset Management Board (AMB) Asset Management Officer Group (AMOG)
ACCOUNTABLE TO:	NEDDC Senior Management Team (SMT) Rykneld Homes Senior Leadership Team (SLT)
REPORTING THROUGH:	NEDDC Assistant Director – Property, Estates & Assets Rykneld Homes - Director of Property Services & Development
PRIMARY PURPOSE:	<ol style="list-style-type: none"> 1. To provide a single integrated overview and support officer recommendations made in relation to all Council owned and Rykneld managed land and property assets (General Fund and Housing Revenue Account) including; policy, strategy, usage, change, service delivery need, acquisition, disposal and development. 2. To provide strategy, leadership, direction and support officer recommendations when there are proposals to use the Council's assets for or in conjunction with those of the wider public sector. 3. To provide leadership and oversight in relation to the Council's Corporate Landlord activities (in particular Statutory Compliance requirements) and to set priorities and record performance. 4. To provide oversight on the delivery of the Council's Strategic Asset Management Plan (SAMP) and how the SAMP continues to align with the Council Plan.
MAIN COMPOSITION OF GROUPS:	<p>Asset Management Board (AMB) Portfolio Holder – Growth & Assets (Chair) Portfolio Holder – Finance NEDDC Director of Finance & S151 Officer (Jayne Dethick) NEDDC Assistant Director – Property (Damien Johnson) Niall Clark (Rykneld Homes) - Director of Property Services</p> <p>Asset Management Officer Group (AMOG) NEDDC Assistant Director – Property (Damien Johnson) NEDDC Director of Finance & S151 Officer (Jayne Dethick) Niall Clark (Rykneld Homes) - Director of Property Services NEDDC Assistant Director – Planning (David Thompson) NEDDC Assistant Director – Communities (Lee Pepper) NEDDC Property & Estates Manager (Mohammed Mahroof) NEDDC Legal Services – Senior Officer (Louise Roebuck) NEDDC Engineers – Senior Engineers (T Buckland/V Vernon) NEDDC Finance – Principal Accountant (Simon Peachey)</p> <p>Other attendees may be invited to discuss specific individual agenda items as and when appropriate.</p>

RESPONSIBILITIES:	<p>As asset management relates to all Council owned assets, both General Fund (GF) and Housing Revenue Account (HRA) there needs to be a clear understanding in place with NEDDC and Rykneld as to which body is the responsible lead on which assets.</p> <p>It is agreed that NEDDC will lead on all assets held within the GF account, but with consultation and input from Rykneld as required.</p> <p>Rykneld Homes Ltd are responsible for all asset management and estate management related matters in relation to the council housing stock they manage on behalf of NEDDC.</p> <p>Rykneld will also lead on all council housing garage sites held within the HRA, but with consultation and input from NEDDC as required.</p> <p>NEDDC will lead on all other assets held within the HRA that do not fall within the scope of housing or garage sites, but with consultation and input from Rykneld as required.</p> <p>Asset Management Board (AMB) is not responsible as a decision making body and it has no formal powers of approval. AMB will support any officer recommendations made which will then be approved under Officer Delegated Powers (as defined in "The Constitution of NEDDC" dated 26th April 2021) or at Cabinet/Full Council.</p> <p>AMB must have at all times regard for the Council Plan Objectives when considering matters presented to them.</p>
SERVICED BY:	<p>The frequency of meetings shall be on a monthly basis, both for AMOG and AMB. A formal agenda and associated papers will be circulated to the group/board attendees prior to the meeting.</p> <p>Formal minutes will be published and circulated to group/board membership and agreed/signed-off at the following AMOG/AMB.</p> <p>Any agreed actions will be managed through the AMOG/AMB process.</p> <p>Any agenda items will first be raised at the AMOG and if supported the item will then be taken to full AMB.</p>
REQUIRED ATTENDANCE	100% attendance assumed. Authorised deputies acceptable.
DATE APPROVED:	TBC – following PH Briefing and AMB Approval.
PROCESS FOR MONITORING THE EFFECTIVENESS OF ALL OF THE ABOVE:	Progress against the implementation of the Strategic Asset Management Plan will be reported to SMT quarterly.

AMB Briefing Note – dated 29 August 2024

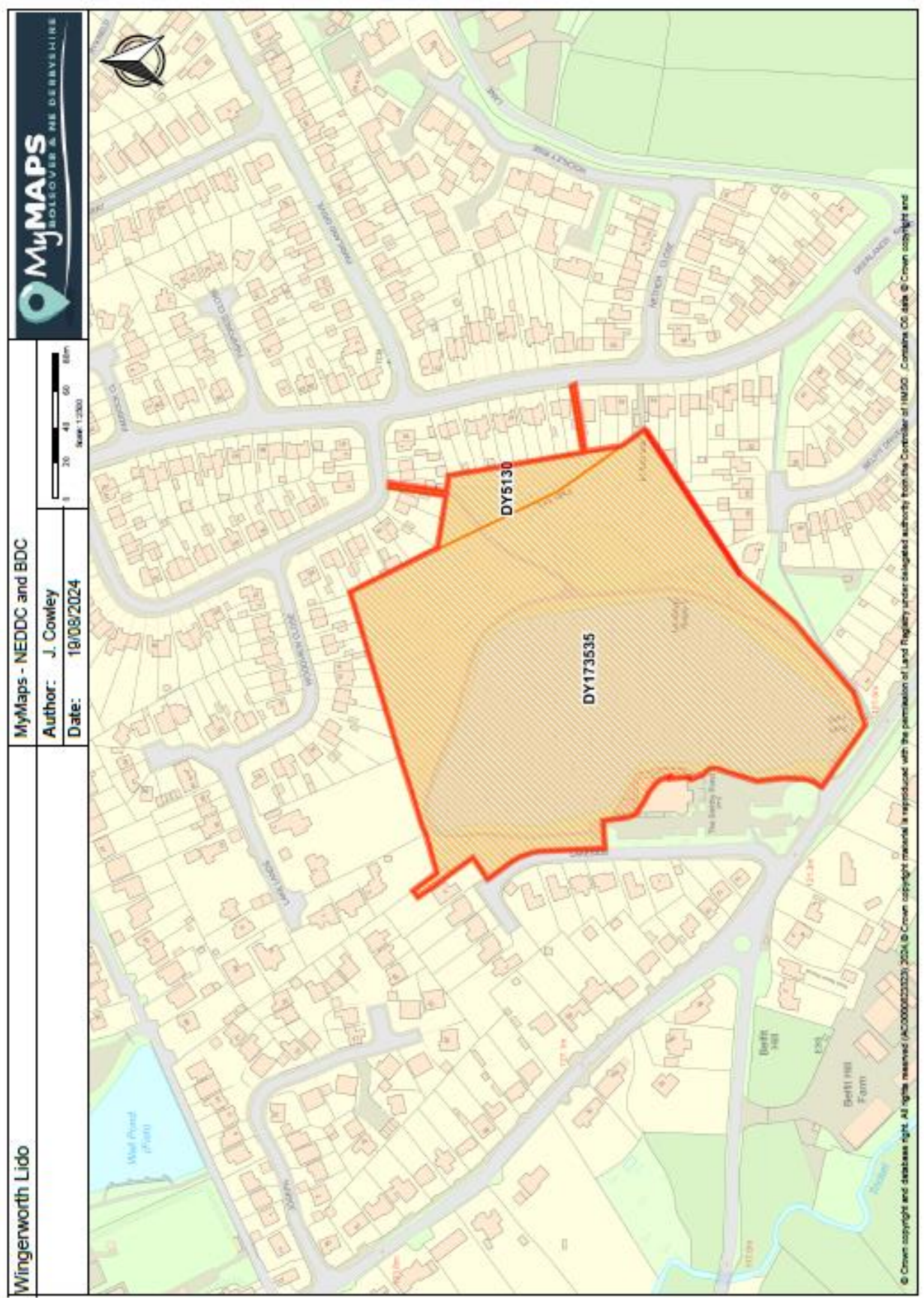


**North East
Derbyshire**
District Council

BRIEFING NOTE	TO:	Asset Management Board (AMB)
	DATE:	29 th August 2024
	LEAD OFFICER:	Damien Johnson (Assistant Director) Property, Estates and Assets
	TITLE:	Wingerworth Lido (Smithy Pond) Clay Cross and District Angling Association
1. Background		
1.1	<p>Wingerworth Lido (also known as Smithy Pond) is a Council owned general fund asset that is located at the northern end of the village off Nethermoor Road. A copy of the site location plan for the lido can be seen in Appendix (1) of this report.</p> <p>The lido is a local heritage asset and open-air swimming at the location dates back to 1934. NEDDC must manage and maintain the lido structure in accordance with the Reservoirs Act 1975 and there is limited scope as to what the Council can do with the asset.</p> <p>However, it is a popular destination with local residents and is used frequently for dog walking and is also of place of special interest for nature and wildlife groups.</p>	
2. Clay Cross & District Angling Association (CCDAA)		
2.1	<p>As a way of deriving some revenue income from the asset the Council decided to explore the possibility of letting out the exclusive fishing rights at the lido. The idea being that the location could still be enjoyed by visitors whilst the Council could still receive a small income from the site.</p> <p>Following this the CCDAA were granted a 5-year lease on the site (w.e.f. 1st Dec 2005) at an annual rent £400pa. (the rent has not been increased from this date). The CCDAA continue to fish the site under the terms of their expired agreement (which they can legally do) until the arrangement is formally brought to an end by either of the parties serving the appropriate notice (6-months' notice must be given by either party).</p> <p>The CCDAA are invoiced for the fishing rights on an annual basis and the current period runs from 4th March 2024 to 3rd March 2025 (which they have paid).</p> <p>A copy of the CCDAA lease agreement (dated 30th August 2006) can also be seen at Appendix (2) of this report.</p>	

3. Recent Issues	
3.1	<p>The presence of a fishing club at the lido has been longstanding issue for many of the local residents and users of the location. Although the agreement has terms and conditions as to how the lido can be safely fished and managed, the Council has regularly over the years been alerted to a number of issues where it has been claimed that the CCDAA are not adhering to the rights documented within their agreement.</p> <p>One particular issue is their continued use of Blue Dye (Dyofix) and while not banned in this country, the use of such a substance should be carefully controlled. The product is used by anglers, normally in a commercial fishery scenario, to increase and support fish growth. It should not be used in any situation where the water body (the point of use) flows into any open watercourse. It has been established that Wingerworth Lido is connected and does flow to the nearby Thickett Brook.</p> <p>One of the most recent issues (July-24) were the deaths of some new-born cygnets from discarded fishing line and hooks. These matters were reported to the Police. Whilst the incident cannot be 100% linked to the fishing club, it just demonstrates the issues around allowing fishing at the location. The incident led to the Council receiving 4no. formal complaints from local residents, 4no. emails raising concerns about the CCDAA, a further 3no. letters complaining about the club's management of the fishing rights at the site.</p> <p>Representations have also been made on a number of occasions by one of the [REDACTED] Local Members [REDACTED] regarding the CCDAA's fishing management and control of their members.</p>
4. Summary and Future Proposals	
4.1	<p>The proposal is that the arrangement with the CCDAA would not be permitted to continue beyond the current annual period for which they have paid (expires 03/03/25). If these proposals are supported the appropriate Notice to Quit would be served on the club to vacate the site on or before the 03/03/25 and they would have 6-months to make the necessary arrangements.</p> <p>Under the terms of the agreement determination can be triggered by either party and the Council do not have to give any specific reason as to why they are serving notice to quit – it is sufficient to say that they are just bringing the agreement to an end.</p> <p>The Council's position would then be that "No Fishing" is allowed at this location and the appropriate signs would be erected around the lido.</p> <p>The proposals are for the Council to obtain vacant possession of the lido site (free from the fishing rights and the controversy that they bring) and then promote the location as one of the district's premier destinations for bio-diversity and a great place to visit.</p> <p>The above proposal would be aligned with the new Council Plan – making the NEDDC a great place that cares for the environment and increase bio-diversity across the district.</p>

Lido Location Plan



Lease Agreement with Clay Cross and District Angling Association (CCDAA) – dated 30 August 2006

L1253
Stored with
L695

THIS DEED made the day of 30th August 2006

BETWEEN (1) NORTH EAST DERBYSHIRE DISTRICT COUNCIL of Council House Saltergate Chesterfield Derbyshire S40 1LF (hereinafter called "the Council") and (2) [REDACTED]

[REDACTED] and [REDACTED]
[REDACTED] ("the Tenants" being the present trustees of the Clay Cross and District Angling Association)

WITNESSES as follows:

1 Definitions

In this document the following expressions have the meanings set out below (unless the context otherwise requires)

- 1.1 "the Plan" means the plan enclosed with this document
- 1.2 "the Lido" means so much of the Lido as flows through the Council's property known between the points marked A and B and shown coloured red on the Plan
- 1.3 "the Club" means the Clay Cross and District Angling Association
- 1.4 "the Fishing Rights" means the exclusive right to fish in the Lido

2 Demise

In consideration of the Tenants' covenants the Council grants to the Tenants on behalf of themselves and the other members for the time being of the Club and their lawful visitors the Fishing Rights - TOGETHER with the right of access from and to the public highway shown on the Plan and of passing along the banks of the Lido between the points marked A and B on the Plan for the purpose of the Fishing Rights but not for any other purpose TO HOLD the same to the Tenants for the term of 5 years from the 1st day of December 2005 paying during the tenancy annually (and proportionately for any fraction of a year) the rent of £400 plus value added tax

3 Tenants' Covenants

The Tenants jointly and severally covenant with the Council that they and every member for the time being of the Club will comply with the conditions specified in the First Schedule

4 Council's Covenants

The Council covenants with the Tenants to comply with the conditions specified in the second schedule

5 General

PROVIDED ALWAYS and it is agreed that the provisions specified in the third schedule apply to the arrangements agreed between the parties

6 Successors

The expressions Council and Tenants where the context so admits include their respective successors in title (which in the case of the Tenants means the trustees for the time being of the Club)

7 I/WE certify that there is no agreement for Lease (or Tack) to which this Lease (or Tack) gives effect

IN WITNESS whereof the Council has caused its Common Seal and the Trustees have set their hands the day and year first before written

FIRST SCHEDULE
Tenants' Obligations

1 Rent

To pay the rent on the days and in the manner specified

2 Rates

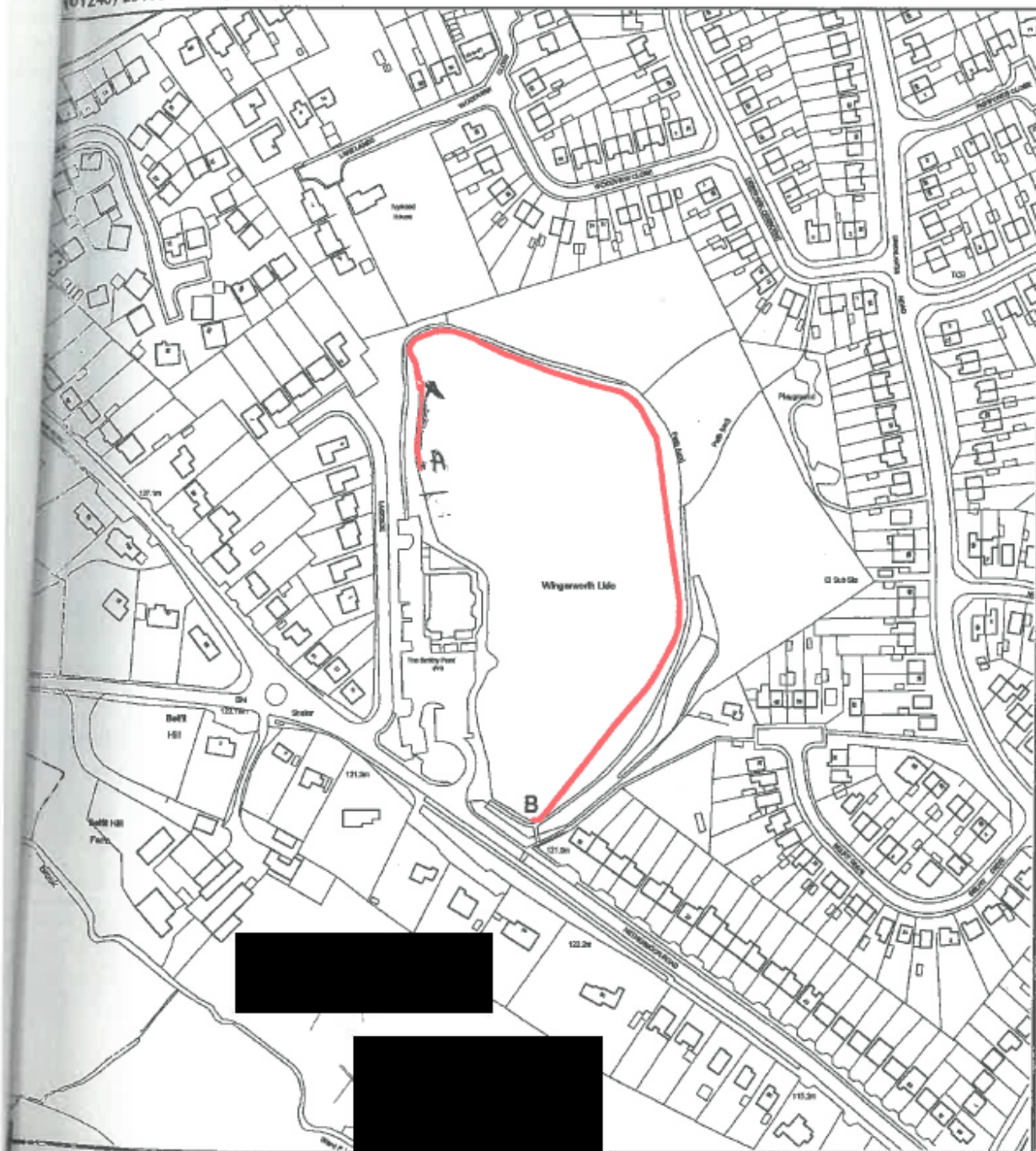
To pay all rates taxes and outgoings in respect of the Fishing Rights

3 Fish Stocks

To protect and preserve the fish in the Lido including spawn and young fish and to restock the Lido as deemed necessary

B.Sc., M.A., M.R.T.P.I.
Planning & Development
NORTH EAST DERBYSHIRE DISTRICT COUNCIL
COUNCIL HOUSE, SALTERGATE,
STERFIELD, DERBYSHIRE S40 1LF
(01246) 231111 Fax: (01246) 217446

North East
Derbyshire
District Council



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NORTH EAST DERBYSHIRE DISTRICT COUNCIL

Version No. 130010005 2005

Scale 1 : 2500



Plan No. 20347

FISHING RIGHTS ON WINGERWORTH LIDO

4 Protect Banks

To exercise the Fishing Rights and to use their best endeavours to ensure that the same are exercised by all members of the Club so as not to cause damage to the banks of the Lido and to the Council and other holding lands on or adjoining such banks and to pay full compensation for any damage caused by such exercise

5 Exercise of Rights

To exercise the Fishing Rights and to use their best endeavours to ensure that the same are exercised by all members of the Club in a fair and sportsmanlike manner by fair rod and line angling

6 Nets

Not to attempt to capture or permit the capture of fish by netting except for the removal of coarse fish or for the sole purpose of procuring fish baits. Not to use or permit to be used for the capture of fish any engine device or apparatus other than rods and lines with ordinary landing nets as auxiliary to them

7 Fishing by Members

Not to permit the Fishing Rights to be exercised by any persons other than registered members of the Club not at any one time exceeding 50 in number and to issue to each member a membership card which if required must be produced to the Council or its authorised representative or with the Councils written consent upon terms that the Council considers appropriate to members of the general public

8 Bailiffs

To employ at the Tenants' expense at least one full time competent bailiff to supervise the Lido and protect the fish in it and to expel all persons poaching or trespassing on the Lido for the purpose of fishing

9 Claim by Third Party

To give immediate notice to the Council if any third party under a claim of right or otherwise attempts to take fish from the Lido and to permit the Council at its own expense to use the name of the Tenants in any proceedings against any unauthorised person attempting to capture fish in the Lido

10 Assignment

Not to assign underlet or transfer the Fishing Rights or any part of them (except for the purpose of vesting the same in the trustees for the time being of the Club) or to grant licences to fish in the Lido except to members of the Club

11 Byelaws

To comply with the fishery byelaws for the time being in force of the Environment Agency for the area

12 Match Fishing

Charity fishing matches are permitted, however there is to be no more than 5 per year and non charitable fishing matches are not to be carried out or permitted on the Lido whatsoever

13 Indemnity

To indemnify the Council against all claims proceedings costs and expenses arising from or in connection with the grant of the Fishing Rights (EXCEPT to the extent that the same is shown to have been caused by the negligence of the Council or its employees or agents) - PROVIDED that the Council may not settle or compromise any such claims or proceedings without the written consent of the Tenants (such consent not to be unreasonably withheld)

14 Yield Up

At the end or sooner determination of the tenancy peaceably to yield up the Fishing Rights to the Council

15 Payment of Costs

To pay the Council's reasonable legal costs incurred in connection with the preparation of this lease and its Counterpart and all matters connected herewith

16 Keep Clear

To ensure that the part of the Lido to be fished is kept clear of weeds and plants some all such as are necessary for the proper maintenance and health of fish and after having obtained the prior written approval of the councils Deputy Chief Executive (Service Delivery) for the time being.

17 Daylight Hours Only

To permit fishing only during the hours of daylight

18 Fishing from Reed Beds

To only fish in the area of reed beds from stands built by the Club to the entire satisfaction of the Council's Deputy Chief Executive (Service Delivery) for the time being

19 Not to permit harm or injury or interference with birds wildfowl or other wildlife present or resident in the Lido

20 To notify forthwith the council's Deputy Chief Executive (Service Delivery) for the time being of any damaged missing or defective equipment whether life saving or otherwise

SECOND SCHEDULE
Council's Obligations

1 Banks

To keep the banks of the Lido in good condition and on receiving written notice from the Tenants immediately to make good any

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SECOND SCHEDULE
Council's Obligations

1 Banks

To keep the banks of the Lido in good condition and on receiving written notice from the Tenants immediately to make good any

- 2.3 if the Club, its trustees or committee for the time being make any arrangements with the creditors of the Club
- 2.4 if any member or lawful visitor of the Club commits a breach of any of the conditions numbered specified in the first schedule
- 2.5 if there is a persistent or continued breach of any other condition specified in the first schedule

3 Determination by either Party

Either party may determine the grant of the Fishing Rights at the end of the third upon giving 6 months previous notice in writing to the other (but without prejudice to any subsisting right of action of either party under this document)

4 Exclusion of Members

The Council may exclude from the exercise and enjoyment of the Fishing Rights any person who fails to produce his membership card or other authority as a visitor of the Club to the Council or his authorised representative when required or who commits a breach of any of the conditions specified in the first schedule PROVIDED that such exclusion will not remain in force for more than 28 days in respect of each such failure or breach

5 Repair and Renovation Work

- 5.1 The Council reserves the right to carry out repair and renovation work to the banks and walls of the Lido irrespective of water levels being reduced thereby
- 5.2 The Council further reserves the right to request that fishing shall cease during any period of water levels being reduced as referred to in paragraph 5.1 to this Schedule and the Club shall comply forthwith with such request
- 5.3 The Council also reserves the right to inspect the inlets and outflows of the Lido and to carry out all necessary works consequent thereon

6 Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to any notices to be served under this document

7 Arbitration

7.1 If any dispute arises between the parties in relation to this document the same is to be referred for determination by a single arbitrator under the Arbitration Acts 1950 to 1979 or any statutory modification or re-enactment for the time being in force

7.2 The arbitrator is to be agreed to in writing by the parties or failing such agreement within one month is to be nominated by the President for the time being of the Salmon and Trout Association

SIGNED AS A DEED by the said)

in the presence of:)

Witness Signature

Witness Name:

Witness Address:

Witness Occupation:

SIGNED AS A DEED by the said)

in the presence of

Witness Signature

Witness Name:

Witness Address:

Witness Occupation

3-12-04

Dated 30th August 2008 2008

NORTH EAST DERBYSHIRE
DISTRICT COUNCIL

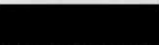
to

CLAY CROSS AND DISTRICT
ANGLING ASSOCIATION

Counterpart
LEASE

Lease of Fishing Rights
at Wingerworth Lido

File Ref: Win 26/2


Head of Legal and Democratic
Services
North East Derbyshire District
Council
Council House
Saltergate
Chesterfield
S40 1LF

157ep09/LD/MD

Notice to Quit – CCDA



**North East
Derbyshire**
District Council

NOTICE OF TERMINATION OF FISHING RIGHTS AT SO MUCH OF THE LIDO AS FLOWS
THROUGH THE COUNCIL'S PROPERTY BETWEEN POINTS A to B SHOWN COLOURED RED
ON THE PLAN ATTACHED.

TO: [REDACTED] Secretary of Clay Cross and District Angling Association, c/o [REDACTED]
[REDACTED] and [REDACTED] Chairman of Clay Cross and District
Angling Association, [REDACTED] (Tenant)

FROM: **NORTH EAST DERBYSHIRE DISTRICT COUNCIL**, whose office is at District Council
Offices, 2013, Mill Lane, Wingerworth, Chesterfield, Derbyshire, S42 6NG (Landlord)

PREMISES: Fishing Right over so much of the Lido as flows through the council's property between
points A to B shown coloured red on the plan attached.

We, NORTH EAST DERBYSHIRE DISTRICT COUNCIL **GIVE YOU NOTICE** in accordance with the
Agreement dated 30th August 2006 that we, require you to give vacant possession of the Premises
on 2 June 2025 so that the Fishing Right of the Premises will come to an end on that date.

During the Notice Period the Clay Cross and District Angling Association

- Must not use BLUE DYE at the Premises
- The Fishing Pegs are to be left in place until North East Derbyshire District Council notify the
Clay Cross and District Angling Association that they can be removed. Removal may be after
the 6 month notice period has expired to allow time for the Council to obtain an ecology report
with regard to the habitat of the White Clawed Crayfish
- The Clay Cross and District Angling Club notice board must be removed at the end of the
Notice Period.

SIGNED:.....

Authorised Officer of North East Derbyshire District Council

Name:

Position:

DATED:.....

North East Derbyshire District Council, District Council Offices, 2013 Mill Lane,
Wingerworth, Chesterfield, S42 6NG. www.ne-derbyshire.gov.uk

