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A. Heritage Assessment, prepared by Built Heritage Consultancy

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(1)ACV application, (2) draft HoTs, (3) Commentary on marketing by
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Some comments and history of the tennis club between the Chine and Cascade Avenue on the Rookfield Estate.

1. Local residents and others in the nearby community have used the tennis club, its courts and the clubhouse for tennis and as a social centre for most of the 100 years, or so, since it was created by the Collins family as a central feature of the Estate. By the 1980s the facilities were very run down and the owners had spent little or no money on them for many years. So the CCRA approached the then owner Morris Cunningham and in 1986 negotiated a 25 year lease of the club at a "peppercorn" rent. Mr Cunningham was very keen to preserve the club and have it remain as an active facility on the Rookfield Estate.
2. When Morris Cunningham died during this lease, ownership of the freehold of the club then passed to a number of the other descendants of the original Collins family including his children. I understand from Ann Burroughs (his daughter) that this created a group who could not easily reach agreement on what to do with the tennis club and eventually I understand that she and her brother Stephen Cunningham bought the shares of all the other owners and thus became the two sole owners, absentee owners in that Ann Burroughs lived in Wales and Stephen Cunningham in Scotland.
3. When the 25 year lease signed by their father expired in 2011 the CCRA tried to work with Steven Cunningham to extend the lease but he would not meet with residents committee members and padlocked the site refusing any access to the club. It remained like this for many years and therefore deteriorated significantly over that time.
4. The padlocked and increasingly run down club was now a regular source of frustration and annoyance to residents as well as a regular topic for discussion At CCRA AGMs. At the 2013 AGM Simon Waldram agreed made an application to Haringey on behalf of the CCRA to have the tennis club recognised and listed as an Asset of Community Value (ACV). This application was eventually successful and the full sequence of application events is summarised in Appendix 1.
5. At the 2015 CCRA AGM it was agreed that a tennis club working party of volunteers should be re-formed with a view to try, yet again, to resurrect the tennis club. Simon Waldram acted as convenor and would report back to the CCRA committee. We contacted the two tennis club owners and were told that Ann Burroughs would be their spokesperson but that anything she agreed would also have to be agreed to by Stephen Cunningham in due course. We were very active and met at the club with Ann and her son Gareth, a solicitor. Over many months we progressed to the stage that by September 2016 we had what we thought was pretty much a final draft version of the heads of lease. With the permission of the owners we had a meeting at the tennis club at which we explained to the assembled residents what our plans were and summarised them in the form of a booklet "Chine & Cascade Private Club – now just within reach."
6. At this stage Stephen Cunningham completely pulled the rug from under our feet saying: *"The 'community hub' view of the future set out by the booklet comes as a shock to me. The booklet's proposal diverges very far from what I intend. The booklet's proposal is not one that is agreeable to the freeholders of the site."*

Ann Burroughs (my sister and co-owner) and I are agreed that we are leasing the tennis courts and clubhouse as a Tennis Club. Any new lease will be for a Tennis Club.

In saying "The ambition is rebuild this community hub", the booklet misleads about the history. The 1986-2011 lease was for a Tennis Club and not for a community hub. That lease

said "the demised premises shall be used only as a Tennis Club and Tennis Coaching School and strictly ancillary to such use only for the sale of sportswear and sports equipment". It was a Tennis Club then and can be a Tennis Club again.

Please pass on this email to CCRA members, as they may otherwise take it that we the freeholders are happy with the booklet's proposed community hub. They may also wish to consider whether they want a lease for a Tennis Club."

7. I then replied by email to Ann (& also Gareth) saying:
"We think that working with you, as representative of the owners, to try and secure the tennis club lease has been profitable and helpful; we would like to continue with that arrangement. So we will not start a side discussion/dialogue with Stephen following his email and would like to leave that to you and/or Gareth. Please let Stephen know that we will be working with you (and Gareth) alone.

In case you have not seen it I have attached a copy of the brochure that we sent to CCRA members. We think that "Tennis +2" on page 4 and "Tennis for all ages will always be the main activity on the courts" on the next page make it clear that this is a tennis club and we guarantee that this will be reflected in the club name. So that is an easy problem to resolve.

However Stephen's email raises other difficulties that I would like to discuss with you by phone. I hope that this will be possible today and if you send me your phone number I will call you at any time that is convenient. Alternatively you are welcome to call me on either of the numbers given below. Having a variety of clubhouse based activities available to residents is a key element of our proposals, and financial planning, and it is not something on which we will compromise: a lease that permits such use is essential.

With open days at the club for residents arranged for 4th and 5th Feb 2017 and the CCRA EGM arranged for 9th this is a matter of urgency which we must resolve if we are to move forward.

With best regards, Simon

In my last contact with Ann and Gareth they said that Stephen was totally intransigent and refused to change his mind. I got the clear impression that they were both very embarrassed at Stephen's behaviour.

Appendix 1. Chine and Cascade Avenue Resident' Association ACV application

- April 2013 CCRA AGM. Simon Waldram agrees to submit an application (under the Community Right to Buy (CRtB) legislation) to have the Cascade Avenue Tennis courts and club list as an Asset of Community Value (ACV).
- 12/09/2013, Haringey Planning Department (contact Clodagh McGuirk) acknowledge receipt of draft 'Localism' ACV application from SPW/CCRA. As well as the tennis club and courts SPW had also listed the copse as being an asset of community value. Clodagh said that this was not possible and a separate application had to be made for each community asset.
- 13/11/2013, revised ACV application submitted and receipt acknowledged by Clodagh.
- 3/12/2014, nomination accepted by Haringey and club and courts are listed as an ACV.
- 17/1/2014, lawyers acting for the owners (Stephen Cunningham and Anne Burroughs) claim that procedural errors have been made by Haringey. Haringey legal department are forced to agree and following these objections the ACV listing is overturned.
- 18/1/2014. We start again! New, identical submission made and copied to LidDem councillor Gail Engert.
- 7/4/2014. Clodagh informs SPW that the re-submitted application was unsuccessful. It was a close run thing. The committee had 3 meetings and then chose rejection by a majority decision. Papers submitted by Cunningham (acting both for himself and Burroughs) had swayed the committee's decision. SPW established the fact that he had a right to view the submissions made by Cunningham and/or his agents and wrote to Clodagh asking for copies. Clodagh sent electronic copies of these the same day.
- It is immediately apparent that the 'Cunningham documents' contain many differences of opinion, selective and biased reporting of communications, a good number of inaccuracies as well as many statements that are simply untrue.
- 14/4/2014 – 25/4/2014. Various meetings and e-mails between SPW and Ian Hall (IH) who was incensed at some of the things Cunningham had said, particularly matters concerning activities concerning IH. IH agreed to join SPW in preparing the renewed application.
- 29/4/2014, SPW reports the above events to the CCRA AGM. There is a unanimous decision to challenge the 'Cunningham documents' and to resubmit our application yet again. Because Cunningham said that there was no support for the tennis club, the possibility of a petition from local residents to support the application was raised.
- SPW and IH start work on the renewed (and final – whatever happens!) application. IH writes a detailed rebuttal of many of Cunningham's comments. SPW updates the application form and appendices, links up with Harry Marsh (HM) (Hollybank Action Group) and prepares the petition forms. Various residents including SPW, IH and Leatrice Bailey collect signatures for the petition and HM agrees that when we attend an open Hollybank Action Group planning meeting we can also collect signatures there. In the end we collect 120 signatures, essentially all from The Chine, Cascade Avenue, The Rookfield, Cranmore Way and Etheldene Avenue.
- 9/9/2014, resubmission of ACV nomination (letter, form, 7 Appendices) made to Clodagh McGuirk. Mercy Oluwari acknowledges receipt as Clodagh is on maternity leave.
- 16/10/2014, on behalf of the assessment team, Mercy asks for clarification over whether any local residents are continuing to trespass on the site. SPW replies in the negative.
- 5/11/2014, Mercy writes to say that the CCRA ACV nomination has been successful.
- When the ACV listing expired unfortunately it was not renewed. A new application was made in early September 2023

Appendix 2. Draft Heads of terms for the grant of a lease.

(A) Ann Burroughes and Stephen Cunningham intend to grant [The Chine and Cascade Avenue Residents Association] a lease on the following heads of terms. These heads of terms are not intended to create any legally binding obligations. They are subject to contract, and the completion of formally executed legal documentation.

(B) These heads of terms are confidential to the intended parties to the proposed lease and to their professional advisors.

(C) The proposed lease may contain further terms, including additional terms on matters that are covered in this document.

AGREED TERMS

LANDLORD

Ann Burroughes of 34 Brynglas Rd, Llanbadarn Fawr, Aberystwyth, Ceredigion, Wales SY23 3QR

Stephen Cunningham of 24 Rotchell Park, Dumfries, Scotland

TENANT

[NAME]

Note: will this be CCRA representatives or a separate company?

[Trading as:]

Country of incorporation/registration:

Company number

Registered office address:

[GUARANTOR]

Note: Whether Guarantor is required will depend on the financial / operating model for running the tennis club e.g. whether a separate company is set up. Provided the model is robust, no Guarantor should be required.

[NAME]

Country of incorporation/registration:

Company number:

Registered office address:

PROPERTY

Tennis Court site adjoining The Chine and Cascade Avenue, Muswell Hill, London N10.

TERM

The lease will be for a term of ten years and three months beginning on [DATE].

The lease will exclude the security of tenure provisions of Part II of the Landlord and Tenant Act 1954.

The tenant will have the right to break the lease at the end of the fifth year of the term, provided the rent due under the lease has been paid up to that date and the tenant has fully complied with its obligations in the lease. To exercise the right to break, the tenant must give the landlord six months' prior written notice.

RENT AND RENT REVIEW

The rent will be £6,000 per annum, exclusive of rates, insurance premiums and all other outgoings.
Rent will be payable quarterly in advance.

In addition to rent, the tenant must also pay rates, insurance premiums and all other outgoings.

There will be a rent-free period of three months starting on the date the lease is completed.

There will be no rent review during the term of the lease.

INSURANCE

The landlord will insure the property and the tenant will refund the premiums on demand.

The landlord and the tenant will be able to terminate the lease if the property is damaged or destroyed by an uninsurable risk so that the tenant cannot occupy the property.

USE

The property can only be used as a tennis club and for other leisure activities that are subsidiary to, and compatible with, this principal use.

The tenant can change the use of the property only with the landlord's prior written consent.

ASSIGNMENTS AND UNDERLEASES

The tenant can assign the lease with the landlord's prior written consent, which cannot be unreasonably withheld where the assignment is to individuals / another company representing the Chine and Cascade Avenue Residents Association.

Note: There may be circumstances in which the tenant would want to assign the lease. For example, if residents enter into the lease on behalf of the CCRA, they may want to assign it to different residents if one or more leaves the area.

The tenant cannot underlet the whole of the property.

The tenant cannot underlet any part of the property.

The tenant cannot share occupation of the property, apart from on a temporary licence basis for the purposes of the permitted use.

Note: The Tenant may allow external tennis coaches etc. to use the courts.

REPAIR

The lease will be a full repairing lease with the tenant responsible for all repairs.

Note: This includes normal maintenance and wear and tear.

The tenant will not be obliged to repair damage caused by an uninsurable risk.

The tenant will provide the landlord with written updates not less than annually on the state of repair and usage of the property (in addition to the landlord's usual rights of inspection within the lease).

ALTERATIONS

The tenant can only make structural or external alterations to the property with the landlord's prior written consent.

The tenant can only make internal structural alterations to the property with the landlord's prior written consent.

The tenant can put up signs on the outside of the property or that would be visible from the outside of the property with the landlord's prior written consent.

Note: E.g. to advertise the tennis club.

TENANT'S INITIAL WORKS

The tenant must obtain the landlord's written consent before carrying out any works to the property.

The landlord requires drawings and specification showing the proposed works for review before the lease is completed.

The tenant's initial works and any subsequent works will be paid for by the tenant.

LANDLORD'S WORKS

The property will be let as seen.

COSTS

Each party is responsible for its own legal costs in connection with this transaction.

Signed by

For and on behalf of [LANDLORD]

Signed by

For and on behalf of [TENANT]

Notes prepared by Simon Waldram, 18th Sept 2023

Appendix 3

Marketing of the Site by Savills and the engagement by CCRA with Savills

In October 2021 the CCRA learned that the tennis court land was being marketed for a lease in its present condition at a proposed annual rent of £200,000. Walter Merricks (CCRA Chair), telephoned Savills responsible person Jessica Hill and spoke to her on 3 November and followed up with an email

Dear Jessica

Thank you for calling me back yesterday.

You kindly let me know that an interested party, a padel operator (not Rocket Padel), had offered the asking price of £200k pa for the 15 year lease offered, and would be carrying out a site visit shortly. I mentioned that as an association we had been in negotiations with the previous owners for a lease of the land. Unfortunately those negotiations did not eventually progress successfully, but now we plan to revive our bid and present it to you. This we will do shortly, but you indicated that there was no rush as the property would continue to be marketed. I'd be grateful if you would confirm this.

We would be very pleased to talk to any interested party who might wish to discuss the use of the site with us. Naturally we would be willing to do so on a confidential basis if that would suit.

We would be very pleased to see the land revived for recreational use, as it has remained locked and empty for a number of years. Many residents would be delighted to play tennis there again. Having spoken to a few other residents and close neighbours, I think there would be considerable support for its use for padel - a sport we would all have to learn!

I have two further questions for you.

We only learned a week ago that you had been instructed in the matter and that the property was on the market, and frankly we were surprised that no one attempted to contact any of us as neighbours with a strong interest in the land. Nor are there any boards on the property to advertise that it is available. May I ask how long have you been instructed in the matter?

We are aware that when the owners acquired the land, they also acquired the roads - The Chine and Cascade Avenue being private roads. Does the lease offered include the roads?

Finally, when you visit the site I'd be delighted if you had time to call in for a coffee? I work from home so I'm around most of the time.

Walter

Ms Hill replied on 8 November

Hi Walter,

Thanks for your email. The site is still being marketed. We do not have a draft lease available but we would welcome a proposal from you.

Best,

Jess Hill

Leisure

WM replied the same day:

Thanks Jessica. It is normal that the lessor produces a draft lease. Are solicitors instructed, if so we could perhaps be in touch with them?

Are you in a position to answer the other questions I mentioned - about how long the property has been on the letting market, and whether the roads are included in the property to be let?

Ms Hill replied on the same day

A draft lease would only tend to be produced once the headline terms are agreed. Our client will have solicitors lined up but they will not be instructed until heads of terms are agreed.

We have been marketing the site since the earlier part of this year. The road is not included.

On 24 November WM replied:

Hello Jess

We are still working on our proposal. Have there been any further developments?

And Ms Hill replied:

Hi Walter,

Thank you for your email. I look forward to receiving your proposal.

On 17 January 2022 WM replied

Hello Jessica

Not having heard from you about any movement, I am assuming that nothing has changed.

I am now pleased to submit a proposal for a lease [Appendix 4] of the site. This is made with the support of the Chine and Cascade Residents Association together with Rookfield Management Limited.

I look forward to hearing from you in due course

On 18 January Ms Hill replied:

Thanks for sending this over.

Please can you provide a business plan, along with a track record of whoever would be operating this facility as well as their financial covenant. Please address this to the Landlord ROK Enterprises.

On 20 January WM replied

Jess we will need access for an inspection of the site and the clubhouse. A number of people will be involved and we will have to set up a suitable date. Will you be able to arrange this?

On 1 February WM telephoned Ms Hill and left a message for her.

On 2 February Ms Hill replied:

Sorry I missed your call yesterday. I am awaiting feedback from my client on your proposal. I will come back to you.

On 2 February WM replied:

Thanks Jess. My team is working hard on the business plan but we do need access to the site for an inspection. Can you please arrange this? I assume that the property is still on the market and that the padel operator proposition you previously mentioned has not proceeded?

On 3 February Ms Hill replied:

I am waiting to hear from my client regarding access. I have chased and will let you know when I hear.

There were then emails to arrange a suitable date for a site inspection, agreed to be 21 March.

On 21 March WM emailed Ms Hill:

Thanks to Ryan for opening up the site for us earlier today. There is certainly a lot of work that would need to be done to return the property into a useable facility. We remain interested and would be pleased to learn of the owners's response to our proposal.

On 22 March WM followed up with a further email to Ms Hill:

Further to my message of yesterday, while consideration is given to our lease proposal, we would like to request consideration of a licence that would enable us to enter the premises in order to clean it up, to stop it deteriorating, etc. We have a small army of volunteers who would be willing to help on such a project.

Ms Hill replied the same day:

Thanks for your email. My client will review your proposal once again and come back to you if they are interested.

On 10 May WM followed up:

Do you have any further instructions from your clients? As neighbours to this land we would be keen to take care of it and put it to use.

No reply was received and nothing further was heard. It was later learned that the property had been withdrawn from the market.

Appendix 4 Heads of terms for a lease submitted to Savills on 17 January 2022

Proposals for heads of terms for the grant of a lease

RECITALS

Whereas:

- (A) The site containing three tennis courts and a Clubhouse was laid out by the Collins family of architect builders in the 1920's as part of their development of the Rookfield Garden Estate. For nearly 100 years tennis has been played on the courts, principally by local residents, under terms

agreed with previous owners. The local planning authority identifies the site as a community facility and non-designated open space.

- (B) The owners intend to grant a lease of the land to a tennis and community club to be formed and managed by local estate residents to enable tennis play to be resumed. The proposed club would work with schools, playgroups, nurseries, environmental and cultural associations and other local groups, to make the site and its Clubhouse building available for wider community use. The club will undertake refurbishment and maintenance of the Clubhouse building to bring it back into useable condition and make it available for the community.
- (C) This proposal is put forward by The Chine and Cascade Residents Association with the support of Rookfield Management Ltd (which represents residents in Rookfield Avenue and Close and Cranmore Way), thus representing the whole of the Rookfield Garden Estate. A number of individual residents are willing to provide financial guarantees for the rent.

PROPOSED TERMS

1. LANDLORD

REALIA CAPITAL GROUP

2. TENANT

ROOKFIELD TENNIS AND COMMUNITY CLUB (Provisional Title)

3. PROPERTY

- 3.1 Tennis Court site adjoining The Chine and Cascade Avenue, Muswell Hill, London N10 together with the existing Clubhouse building.

4. TERM

- 4.1 The lease will be for a term of fifteen years beginning on [Date to be specified].
- 4.2 The tenant will have the right to break the lease at the end of the third, sixth, ninth and twelfth years of the term.

5. RENT AND RENT REVIEW

- 5.1 The annual rent will be £5,000.
- 5.2 The Landlord will pay rates, Chine and Cascade Avenue Road Fund subscriptions, insurance premiums and all other outgoings.
- 5.3 The Landlord will be entitled to increase the rent each year by an amount related to the increase in the Consumer Prices Index.

6. INSURANCE

- 6.1 The landlord will insure the Clubhouse building against fire, flood or other damage.
- 6.2 The landlord and the tenant will be able to terminate the lease if the property is damaged or destroyed by an uninsurable risk so that the tenant cannot occupy the property.

7. USE

- 7.1 The intended use of the property is as a sports facility for the playing of tennis or other outdoor sports or activity, together with the Clubhouse building as an indoor leisure and community facility.

8. ASSIGNMENTS AND UNDERLEASES

- 8.1 The tenant may assign the lease with the landlord's prior written consent, not to be unreasonably withheld. The tenant may underlet the whole or part of the property.

8.2 REPAIR

- 8.3 The tenant will receive the premises, including the Clubhouse, in their present state and condition, and will be responsible for initial works to the Clubhouse building to bring it into useable condition and will repair and maintain it during the lease. The tenant may add, erect or construct additional facilities on the site to enhance its use as a sports and leisure community space.
- 8.4 The tenant will not be obliged to repair damage caused by an uninsurable risk.

9. COSTS

Each party is responsible for its own legal costs in connection with this transaction.

C. Residents Association History of the tennis courts and clubhouse club

Cascade Avenue Tennis courts, clubhouse and associated land.

Chine and Cascade Avenue Residents' Association (CCRA)

The Rookfield Estate in Muswell Hill is a highly prized residential estate and is one of the great achievements of the Collins family of builders over a 34 year period from 1900 onwards. It is excellently described in the recent book "The Rookfield Estate. Muswell Hill's Garden Suburb," authored by David Frith and published by the Hornsey Historical Society in 2013, ISBN 978-0-905794-47-1. The "Rookfield Estate Design Guidelines" leaflet, printed by the London Borough of Haringey in July 1981 makes the following statement in its "Introduction" section.

"Aware of the architectural and historic importance of the Rookfield, the Council designated the whole as a Conservation Area in 1976. The quality of the area is now further protected by the formal approval by the Secretary of State of an Article 4 Direction, where even minor alterations to roofs, walls, windows and fore-courts requires express consent from the Council. The aim is to prevent the erosion of a high standard of design by means of a closer control of minor developments. It is not intended to stifle change, merely to direct and channel alterations into taking the most sympathetic form."

This robust statement is excellent in its design emphasis but says nothing about the community value of the open areas that were essential planning features of the original concept of the Rookfield Estate and which remain vital components of it to this day. The Collins family were strongly influenced by both the 'Garden City' and 'Arts and crafts' movements. So their architectural schemes combined quality with functionality and were made eminently liveable by the inclusion of open spaces, sports facilities (tennis courts and a clubhouse) and communal areas within the estate. These promoted the social well-being and recreational interests of the new residents and continue to be fundamentally important features, and essential elements, of where we live. This note seeks to ensure that the heritage value of the Cascade Avenue Tennis courts and clubhouse (sometime known as 'The Grove Tennis Club,' a name that has now fallen into disuse), and the immediately adjacent gardens and land fronting onto both Cascade Avenue and the Chine is recognised as an integral part of the Estate having vital importance in a local community context.

Layout of the land

David Frith's book identifies "Phase 11" of the Collins development of the estate in 1925 as consisting of Cascade Avenue Nos 44-54 and 31-37 and The Chine Nos 10-20. The design layout must also have included the clubhouse as the land on which it is sited takes "bites" out of the gardens of No 37 Cascade and No 10 The Chine. Originally in the 1925 layout the

tennis courts extended down to Etheldene Avenue. Evidence for this are the balconies on No 50 Cascade Avenues, No 74 Etheldene and No 4 The Chine (effectively the last Collins house on the south side of Etheldene), designed to allow the residents to look out over the tennis courts.

The Kelly's Street Directory of Hornsey for 1925 shows, in Etheldene Avenue, immediately after Cascade Avenue entrance, "The Wesleyan Lawn Tennis Club; E.N. Macqueen, hon.sec." Very many tennis clubs in the 19th and early 20th century were associated with religious establishments, particularly non-conformist chapels and churches – and indeed many still are¹. Eric Nottage Macqueen is listed in the 1911 Census as an 12 year old boy living in Greenham Road, Muswell Hill, so would have been 26 in 1925.

In 1933 in "Phase 12" the tennis court land was truncated to allow for the construction of Nos 57 – 67 Etheldene Avenue, still allowing for three courts on the site. It is not known how long the club was known as the Wesleyan, or exactly when or why its name changed to Grove Lawn Tennis Club. It is possible that the change occurred at the same time as the reduction in size.

Ownership

The majority of the houses built by the Collins on the Rookfield Estate were sold on long leases (all of which were later enfranchised and are now owned freehold), but some remained in Collins ownership and are rented to current tenants. Also remaining in Collins ownership since the original development were the common parts of the Estate not assigned to individual houses eg the verges, the roads and the tennis court land. After the deaths of the Collins sons, these common parts including the tennis club were inherited by their descendants. The tennis club continued to be seen by the descendants – to a certain extent – as an asset to the Estate. However as more houses became enfranchised following the 1967 Leasehold Reform Act, and fewer remained owned by the Collins descendants, they saw diminishing value in retaining ownership of the common parts, and they became more interested in realising the cash value of these assets. The Rookfield Avenue/Cranmore Way/Rookfield Close roads were sold to a residents' association.

Club history

In the late 1950's and early 1960's the Grove Club was clearly thriving, recruiting tennis and social members from outside the Rookfield Estate, offering not just tennis but a range of social activities: dancing, bridge, darts, table tennis, social events, drinks offered in a licensed bar.

¹ Eg Muswell Hill Methodists, Muswell Hill Congregationalist; Our Lady of Muswell. Coolhurst Lawn Tennis Club was founded by members of the YMCA.

Hampstead News 3 October 1958



Tennis...

in ideal surroundings

For those who wish to keep up their play throughout the winter

New playing or social members assured of a welcome. If you are interested in playing tennis or just being neighbourly join The Grove

- LICENSED BAR
- SOCIAL EVENTS
- JUNIOR CLUB
- DANCING
- TABLE TENNIS
- DARTS
- BRIDGE

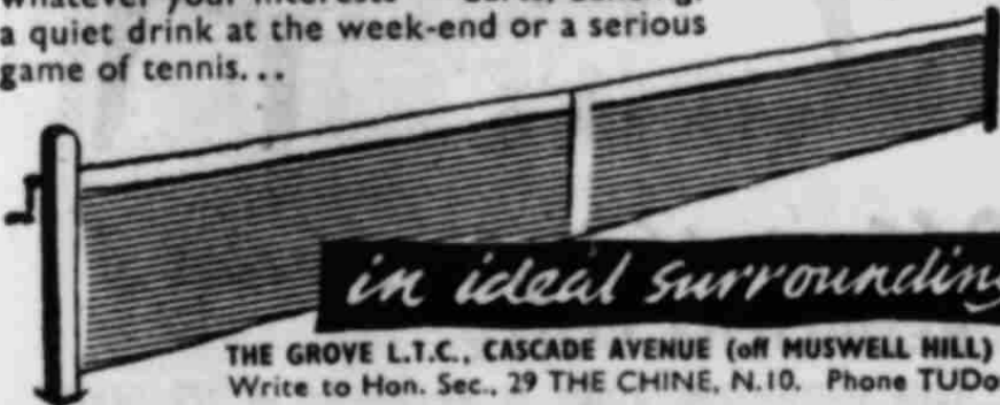
THE GROVE L.T.C., CASCADE AVENUE (OFF MUSWELL HILL)
THE HON. SEC., 15 THE AVENUE, N.10 - TELEPHONE TUDOR 8919

Hampstead News 27 March 1959

Summer starts at EASTER!

Plan now to widen your horizons, make new friends and get more out of life. You will find a welcome among our members whatever your interests — darts, dancing, a quiet drink at the week-end or a serious game of tennis...

SOCIAL MEMBERS
10/-
per annum



in ideal surroundings

THE GROVE L.T.C., CASCADE AVENUE (off MUSWELL HILL)
Write to Hon. Sec., 29 THE CHINE, N.10. Phone TUDor 8794

Hampstead News 1 April 1960



TENNIS this Easter —

in ideal surroundings

THE GROVE L.T.C. CASCADE AVENUE,
OFF MUSWELL HILL

- SUNDAY PLAY
- SOCIAL CLUB
- LICENSED BAR

welcomes new members
for the coming season

Write to Hon. Sec., 44, Onslow Gdns., N.10. Phone TUD 9021

Hampstead News 8 April 1960

Summer starts at EASTER!

Plan now to widen your horizons, make new friends and get more out of life.
You will find a welcome among our members whatever your interests — darts, dancing, a quiet drink at the week-end or a serious game of tennis...

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10/-
per annum



in ideal surroundings

THE GROVE L.T.C., CASCADE AVENUE (off MUSWELL HILL)
Write to Hon. Sec., 29 THE CHINE, N.10. Phone TUDor 8794

Naturally it has primarily been used to play tennis, with youngsters learning the game, interacting with their peers, keeping fit and having fun. Adults too have of course been regular

users and organisers of all that has gone on at the club including tournaments and inter-club matches. In the late 1990s it hosted a British Tennis roadshow with ex British no. 1 ranked player Andrew Castle coaching and playing an exhibition match. Similarly, in 1997 Phil Vivian played an exhibition match against future world top-100 player Eric Prodon of France. At this time there were 3 or 4 part time tennis coaches (including Diana Kennett, Phil Vivian and Chazz Khan) with two mens' and two womens' teams playing in local league matches.

When the facilities were more attractive and in a good state of repair the clubhouse and its small licensed bar were used regularly for social gatherings like children's parties, charity fund-raising teas, social gatherings on Guy Fawkes or St Valentines and the serving of Christmas drinks and mince pies following our annual road clear up.

Clive Callow recalls: *The Grove Club in the late 60s and 70s was an active and lively club both for tennis and social get togethers. There was a broad intake of members both men and women who lived on the Rookfield Estate and neighbouring areas.*

Juniors too were welcome and many had their introduction to tennis on one of the three shale courts. (Even the tinies could bring their trikes down to Club and pedal around the outer areas of the lower court while their parents played on the upper courts.)

Family parties and wedding receptions took place in the club house which had a small kitchen and running water etc. All in all it was a great low cost asset to the Rookfield Estate.

Other memories include on 10 July 1980 playing an evening Middlesex league match and in the background watching Alexandra Palace going up in flames.

Lyn Evans

I grew up in Rookfield Close in 1950's & 1960's. I had a friend who lived in The Chine and they were members and I visited Clubhouse quite a few times with my friend. We might even had had a knock about but tennis wasn't my thing. My Dad who loved tennis and was quite sociable and played there.

Diana Kennet recalls

Along with a business partner, I resurrected the derelict and overgrown tennis courts situated between The Chine and Cascade Avenue sometime in the 1980s. With the tireless efforts of the Chairman of the Residents Association at the time, Mr Ian Hall, in 1986 we finally managed to secure a 25 year lease to bring the courts back into use.

I ran the club as a coaching club, for juniors and adults alike. There was a comprehensive LTA coaching programme, and classes and club periods were attended mainly by local residents of the Rookfield Estate and surrounding area.

The club became a social hub for residents, open 7 days a week and it was always buzzing with activity. It became a very integral and important part of the Haringey community, membership open to all.

The club was maintained by me and the coaches, and Rookfield was a club that everyone was proud to be a part of. We entered teams in local leagues, and both adults and children spent their spare time hanging out at the club. Sunny days indeed.

The 1980's

At times the land owners allowed it to fall into disrepair but a cadre of enthusiastic locals have always been keen for the club to continue to be used. For this reason, in 1986 when the then owners had allowed parts of the club to become derelict and vandalised, local residents raised the capital required to purchase a 25 year lease of the club, to make good the fabric of the facilities and to establish an active tennis club again with a resident professional and a tennis school for children. For over 40 years, in the absence of any attention from the owners, the residents' association tended the gardens adjacent to the club in both the Chine and Cascade Avenue. In 1986 the residents raised and allocated funds to totally replant these and continued to maintain them.

The 25 year lease on the tennis club ran out in 2011 and the then the owner of the freehold on which the tennis club stands (Stephen Cunningham, a direct descendant of the Collins family but an absentee landlord living in Dumfries) refused to grant a new lease to the residents or to allow residents access to the facilities. Multiple approaches were made to him, or his agent, by various individuals and by the residents' association both by e-mail and by post; essentially all of these were ignored.

The freehold of the land on which the club stands was then offered for sale on the open market. Our understanding from the Estate Agent handling this proposed sale at the time (C. J. Delemere International of 418 Muswell Hill Broadway) was that the guideline asking price was of the order of £1,000,000 and that as no offers approaching this sum were made the land was then withdrawn from sale. This asking price for the freehold of the club makes it plain that the owner hoped to sell the land for development rather than trying to preserve it as a community sports asset and facility. With disuse the fabric of the club once more began to deteriorate, the site and the clubhouse were vandalised a number of times, the clubhouse door was forced open, the lock broken, windows were smashed and a window frame ripped out. During all of this there has been essentially no sign of any supervision or regular maintenance of the club by the owner or his agent. Emergency repairs were made only when local residents highlighted the vandalism taking place. The Chine and Cascade Avenue Residents' Association had to tell their members that they could no longer use the club facilities. Despite this, public spirited local individuals used their own resources to repair the clubhouse, secure the premises and then made arrangements to encourage the continued use of the tennis courts by local residents. They too approached the owner with a proposal for how the playing of tennis might continue under reasonable and mutually agreeable terms. No response to this has been received.

In 2014 The Chine and Cascade Residents Association applied to the local authority under the Localism Act 2011 for the Cascade Avenue tennis courts and club house on the Rookfield Estate, and the adjacent gardens and mature trees be listed as an Asset of Community Value arguing that they had features of essential community value that were vital to the enjoyment of the Rookfield Estate by its residents. The CCRA stated that it did not necessarily seek to preserve these facilities exactly in their current form but rather to retain them in perpetuity for the enjoyment and relaxation of all local residents in whatever form might be most appropriate. This, it stated, is what the original estate designers and architects intended, what they allowed for in their plans, and what had been happening continuously for the last 100 years or so until 2011.

The application was granted on 23 October 2014 by the London Borough of Haringey, listing the tennis courts, associated land and clubhouse as an ACV for a period of 5 years. Unfortunately that listing expired in 2019 and was not renewed.

- D. Former Residents Association Chair: I.M. Hall statement - Initial refurbishment (1986)

Appendix 1.

Detailed statement by Ian Hall, sometime Chairman of the Chine and Cascade Avenue Residents Association (CCRA) and formerly Trustee of the Cascade Avenue Tennis Club

I.M.Hall, 12 The Chine, London N10 3PY – 020 8883 9412 –
imhall@blueyonder.co.uk

Without Prejudice

Chine and Cascade Avenue (CCRA) & Landlord submissions re: recognition under the Localism Act

1. As Chairman of the CCRA in 1986 I was responsible, with the Committee & sub lessee (Diana Kennet), for the development and implementation of the Business Plan that transformed derelict and un-playable tennis courts into all-weather tennis courts, restored a dilapidated building into a proper clubhouse with changing and bar facilities and transformed its surroundings from unsafe scrub land in to properly landscaped borders. This initiative proved capable of sustaining a viable tennis coaching business in parallel with a community tennis & social club for most of the 25 year lease generously granted by Mr Morris Cunningham. I served as one of the Trustees for the duration of the lease, and write this letter to clarify the partial evidence previously submitted by, and on behalf of, the current freeholders.
2. As Mr Stephen Cunningham states, this transformation was only made possible with the support of his father, Morris Cunningham, who granted a long-term lease at a peppercorn rent. The head lease was issued on the clear understanding that the CCRA would need to sub-let the club premises and its operation to a 3rd party who in turn would invest the financial resources to renovate the clubhouse and the courts, and thereafter maintain and manage the property on a day to day basis. To support the necessary investment the CCRA charged sub-lessees the same peppercorn rent; the only other charge made on the sub-lessees being the annual subscription to the road maintenance fund levied on all properties within the CCRA area, which has un-adopted status within Haringey.
3. The CCRA Constitution was amended in 1986 (see CCRA submission) to enable it to enter into the necessary financial agreements, and fund works covering landscape and amenities deemed to be within the estate. However a residents' opt-out clause from such funding was required, because the only mandatory financial obligation placed on all residents by their Collins property covenants made owners legally responsible for the upkeep of road, footpaths, etc., bounding their property. Funding for any other purpose required approval by an AGM, but an opt-out clause could not be overridden and effectively limited the CCRA Committee & Trustees ability to raise funds. This prevented it from operating the site in its own right, and subsequently handicapped its negotiations when in dispute with the final sub-lessees, LA Fitness Ltd, and the current freeholders.
4. Over the past 26 years the CCRA, as a democratic community organisation, has inevitably had changes to its officers, trustees, committee members and consequently in its approaches to policy. However the letter, submitted as evidence by Mr Stephen Cunningham, from David Binns (17/06/2009), was a personal note, expressing his own views at the beginning of his term of office. He was sensibly trying to establish a relationship with the landlord in the hope that an accord could be reached about the future of the Tennis Court site. However his views as expressed were not in line with any formal

policy decisions of the CCRA, and cannot be taken as such. What he was attempting to achieve was a dialogue with the freeholders in the hope of reaching an accord that would satisfy both parties, which we had managed to achieve in 1986.

5. The long-term success of the 1986 scheme depended on the sub-lessee generating sufficient income to fund the initial capital investment (in excess of £20k in 1987) and thereafter the operating costs, (rent, rates & annual road fund levy), while keeping within the framework of the lease (restricted times of evening play, provision of playing time for residents, use of the club house for CCRA meetings & community activities).

6. As previously stated the CCRA financially assisted all sub-lessees by passing on exactly the same 'peppercorn' rent, as that due to the Landlord. To the best of my knowledge there has never been a default on rent, rates or road fund payments, by the CCRA, or from any of the sub-lessees, including LA Fitness. The CCRA has never profited financially from its lease, nor wished too, because it's only objective was to secure a viable long term future for an asset of community value.

7. The CCRA also took responsibility for areas adjacent to the tennis playing area at its own cost. Initially removing the dangerous thicket and iron fencing on The Chine road border, and replanting with a landscaped scheme designed in consultation with Haringey Council. Thereafter CCRA undertook the ongoing care and maintenance of landscaped areas, plus tree care & preservation, on both the Chine and Cascade Avenue sides of the tennis courts.

8. These arrangements worked well, with many local residents participating in tennis and social activities – and both the club house & courts were well maintained. The court playing surfaces and equipment were renewed by Dragon's Health Club then, sub-lessees, in May 1999.

9. However Dragon's Health Club Plc business failed and was acquired by LA Fitness, which included the sub-lease on the Courts. LA Fitness Europe are owned by MidOcean Partners Inc., a US venture capital company. It soon became apparent to the CCRA and Trustees that although LA Fitness management expressed their intent to maintain the courts and comply with the terms of the lease, their actions did not match their words. The record shows that CCRA & Trustees were active in pursuing LA Fitness to 'make good' their neglect of the courts, and advised the Freeholder of their concerns, and the actions that needed to be taken to arrest the deterioration of the both the courts and the clubhouse.

10. The situation then became complicated:

- Mr Stephen Cunningham, required the CCRA & Trustees to take full responsibility for enforcing the terms of the lease and ultimately to take financial responsibility for any failure on the part of Dragons/LA Fitness.
- CCRA Trustees were granted funds from the CCRA AGM for legal advice, and prepared an Outline Schedule of Dilapidations to be discussed/approved by the Freeholder before serving on LA Fitness.
- Given the then economic climate and the funding opt-out clause in the CCRA Constitution, it became clear to the Trustees that the CCRA would not be able to take over LA Fitness' financial obligations in the event of a default on their part or to pursue a contested legal campaign to force payment.

- The Trustees believed the best way forward for all parties would be to find a new sub-lessee, as a replacement for LA Fitness, under a deal which would fund the necessary refurbishment of the club & courts.

- An agreement in principle was reached with Highgate Cricket & Lawn Tennis Club (HCLTC), then looking to expand junior coaching facilities within their successful tennis section. Junior tennis was a major plank in Diana Kennet's successful tenure of the Courts, as the restrictions in playing times, etc., were appropriate for junior sessions and the estate surroundings offered excellent security for the children & parent car parking (by comparison to the main HCLTC location on Shepherds Cot).

- In autumn 2007 outline financial arrangements were agreed between LA Fitness & HCLTC, and a survey of the courts, commissioned by HCLTC, undertaken by Lee West Assoc, (23 Nov 2007: see Mr Cunningham's submission). The survey findings were made available to the CCRA & Trustees, and were forwarded by the trustees to the landlord, with a request from HCLTC that the remaining period on the lease (5 years) be extended by a further 10 years to allow full recovery of their investment in refurbishing the courts & clubhouse.

- The Trustees believed this was a reasonable request, and expected it to be accepted by Mr Cunningham, as it would restore the courts & club house to good condition at no cost to either CCRA or the Freeholders. Most importantly it would restore an asset of community value which had been a focal point for our wider neighbourhood.

We were aware that the Head Lease did not include a 'right of renewal', but given that the Rookfield Article 4 Conservation Order included the Tennis Courts & Clubhouse, and was designated for recreational in Haringey's Plans, the CCRA & Trustees had no reason to believe the Landlord's response would be anything other than positive.

- However Mr Cunningham noted from HCLTC's Lee West Report that the courts lacked a 20mm bitumen sub-base designed to prevent frost damage in the Anglian & Midland quotation specification referred to the lease, and insisted that the courts be re-built to this specification included in the Outline Schedule of Dilapidations and that the completion of the dilapidations be a precondition before he would approve a transfer of the sub-lease.

However both the Lee West survey and subsequent discussions with Mr Lee West, confirmed that there was no evidence of frost damage to the courts over the previous 21 years, and no risk of such damage in the future. The construction method, and materials used, were therefore of an 'equivalent' standard to the Anglian specification. Mr West also pointed out that both methods of construction were now "20 years out of date", having been superseded by new materials and construction techniques, and it would be an expensive and illogical exercise which would not add value to the courts.

He also confirmed that the existing courts had at least 15 years more playing life, and indicated remedial action that would ensure such an outcome.

- CCRA Trustees took legal advice as a result of these findings, hence the CCRA letter to Mr Cunningham describing the Freeholder's insistence on this point as 'vexatious'. In effect his insistence on rebuilding the courts was un-necessary and an 'unreasonable demand' that made the financial costs of compliance with the Schedule of Dilapidations prohibitive, and the necessary building works would have had considerable negative impact on the estate and the road surfaces.

- Mr Cunningham quotes myself in connection with the court's construction being undertaken by Diana Kennet suggesting that we knew that her specification was 'cheaper'. I recall her asking if she was tied to Anglian & Midland as contractors as their costs were significantly higher when compared with other reputable contractors. The advice we received from solicitor's then resident on the estate was that there was no legal tie to that specific contractor. As Trustees we saw nothing wrong with her obtaining a 'fair price' for the work being undertaken.

- We had no reason to believe that there was a material change in the required specification, and the requirement to be frost-proof was clearly achieved. We were aware that the contractor used by Diana Kennet, was able to recycle materials from the old shale courts in the construction of the new courts. This minimised haulage of waste from the site reducing the impact on road surfaces, to the environment and the community during these works.

11. Mr Cunningham's refusal to consider an extension of the lease until the Outline Schedule of Dilapidations was executed, including his 'unreasonable' requirement, (i.e. to rebuild the courts and insert a sub-base) inevitably led to the collapse of a 'done deal', which would have restored the club house & courts, and revived an asset of community value. HCLTC subsequently made other arrangements for their Junior Coaching Centre and a golden opportunity to preserve the club and community facilities was lost.

12. The CCRA & Trustees were now caught between an American venture capital company's subsidiary, LA Fitness, fighting for commercial survival and desperate to escape from its financial obligations without cost, and a remote landlord intent on enforcing his 'legal' rights and believing that his philanthropic father had been exploited by the CCRA. The lease reached its termination with no resolution.

13. With hindsight it is impossible to ignore the conclusion that the Landlord has gained by this outcome, having effectively scuppered the Tennis Courts' revival as a well founded long-term community asset, in order to exploit the site for its property value. Over the past 25 years the values of housing within the Rookfield Estate have risen dramatically, with current house values in excess of £800,000.

14. It is public knowledge that the Tennis Courts & Clubhouse were offered for sale, described as such, for £1million, whereas a fair price for the assets as a community tennis club would be no more than £40,000. Legal Advice taken by the Trustees, and no doubt by LA Fitness, was that the pricing clearly indicated that the site was being sold for property development, albeit no planning application had been made for a change of use. However this was de facto evidence of an intended 'change of use' and therefore liability for the tennis court & club house dilapidations could be considered to have lapsed.

15. Mr Cunningham is fully aware that that the Tennis Courts & Clubhouse fall within an Article 4 Conservation Area, and that they are designated for 'recreational use'. His actions

have been consistent: he has used his legal 'rights' to frustrate attempts to revive the use of the Tennis Courts & Clubhouse for the purpose for which they were intended. Since the termination of the lease he has prevented the use of the courts for their 'planned recreational use' threatening use of his 'legal rights' against a group of tennis playing residents who 'trespassed' by playing on the courts. These tennis players also jet washed the courts, cleaned up the site and repairing vandalism to the clubhouse following genuine break-ins, all at their own cost!

16. The danger is that Haringey's latest ruling ('that the property is not an asset of community value') and the failure to list the tennis club as an Asset of Community Value (ACV) under the Localism Act, will encourage Mr Cunningham, or future owners of the Tennis Courts site, to challenge the Article 4 status granted to the Tennis Courts & Clubhouse and develop the site for housing. This would remove an integral feature of the Rookfield Estate, which is a well preserved and prime example of a philanthropic, Arts & Craft's 'community' architectural development, one of few examples within Haringey. As well as add more pressure on roads, drains, foundations, trees, and undermine the integrity of the whole estate.

17. The Tennis Courts & Clubhouse were once a viable and important asset of community value and they are now under lock and key. They have been rescued before and the majority of this wider community believe that they should, and can be revived again. Recognition as an Asset of Community Value would be an important step forward, and hopefully would enable all parties to work out how this can be achieved in a way that Morris Cunningham would have approved.

Ian Hall

03.09.2014

Localism ACV CCRA Haringey-4

Haringey overruled
the freeholder's objections
to grant the ACV 10/2014

E. Residents community marketing brochure from 2016

**CHINE & CASCADE
PRIVATE CLUB
NOW JUST
WITHIN REACH**





Dear Fellow CCRA member,

This booklet has been delivered to every household that pays a CCRA subscription.

It is written by the working party that was set up by the CCRA to look into the future of the The Chine and Cascade Avenue tennis courts and clubhouse.

The longer the club remains unused, its status as a recognised Asset of Community Value (ACV) could be undermined (if not revoked on appeal) possibly weakening a defence against development.

On the positive side, after lengthy discussions, the freeholder has agreed in principle to grant a ten year lease to local residents to rejuvenate the club.

This booklet describes a way in which a successful community club can be set up and operated. We hope you will welcome our proposals and enjoy the club.

The CCRA Tennis Courts Working Party

TENNIS+

The ambition is rebuild this community hub. At its heart a Tennis Club and a Clubhouse refurbished for other leisure activities alongside the tennis.



CLUBHOUSE ACTIVITIES

Activities could include: Yoga, Pilates, Bridge, Chess, Cribbage, Darts, Coffee Mornings, Residents Meetings, TV for Films and Sport, Lectures, Presentations, Children's Activities, Book Club, Gardening Club, Read It And Swop It Library, Mother & Toddlers Group, Classes, After School Classes and any other activities that residents arrange.





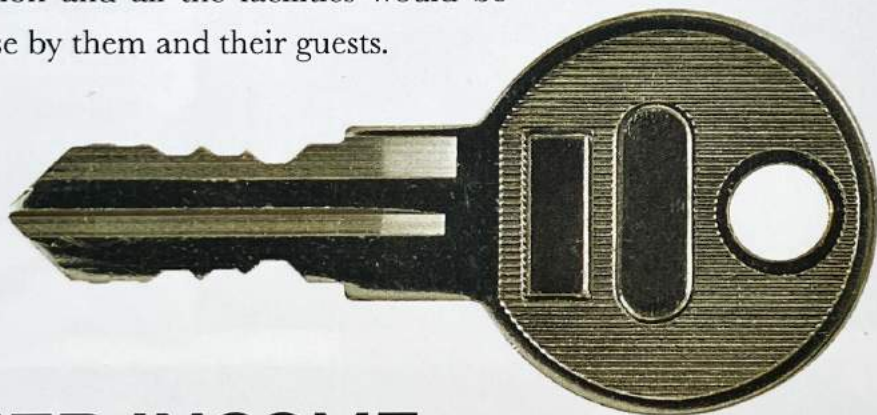
COURTS

Tennis for all ages will always be the main activity on the courts. Occasionally nets could be removed so that a court could be used for other games, such as: Netball, Urban Croquet, 5 a side Football, Playground hockey. One court could be repainted for children's tennis. Time and noise limits will be imposed to protect residents.



PRIVATE CLUB FOR RESIDENTS

Every household would pay an annual subscription and all the facilities would be free to use by them and their guests.



OTHER INCOME

RESIDENTS BEYOND CHINE & CASCADE

Residents in The Rookfield and Etheldene Avenue would be offered membership for a fee.

COACHES, SOCIAL CLUBS AND BUSINESSES

The clubhouse and courts could be rented hourly to tennis coaches, local groups, businesses and individuals and for one-off events such as meetings, workshops, training sessions, competitions and celebrations.

SPONSORSHIP

Sponsorship of the club could be offered to local businesses, to be promoted through signage and website presence.

WHY WE NEED TO VOTE

CONDITION OF LEASE

The freeholder has agreed in principle to a 10 year lease only if they believe that the financing is secure.

THE ONLY FUNDING OPTION

It is impossible for the club to work on an outright commercial basis because the courts are not regulation size, there's not enough space to enlarge them, there is no floodlighting, nor could there be. The only secure funding that will satisfy the freeholder is by subscriptions from Chine and Cascade householders.

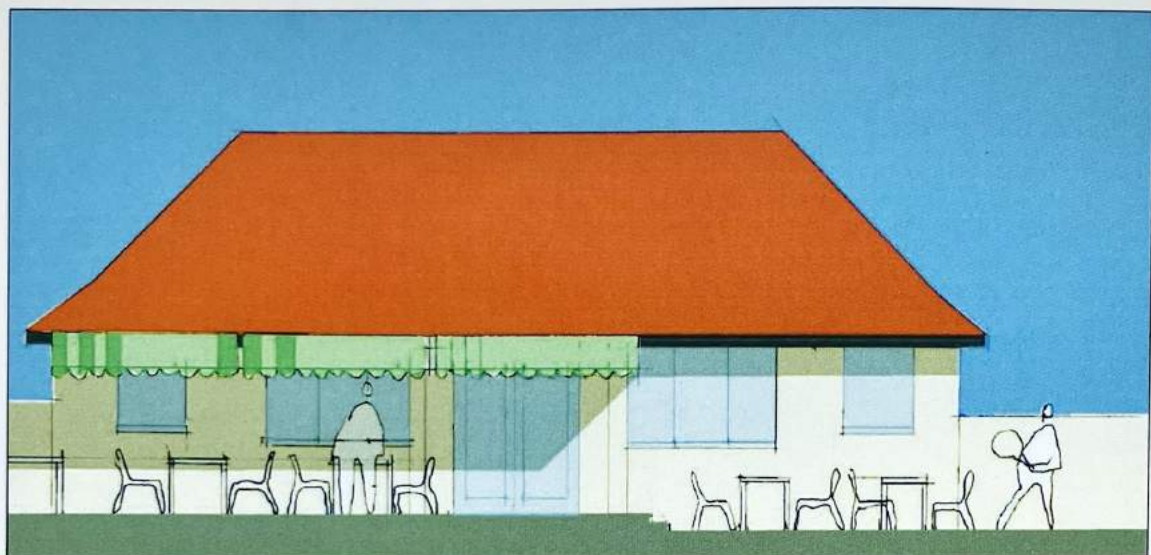
PROVING VIABILITY TO FREEHOLDER

To show the freeholder the scheme is viable the CCRA annual road subscription must be altered to include support for the club. This would alter the purpose of the annual CCRA subscription, so the constitution of the CCRA must be amended through a membership vote.

ANNUAL HOUSEHOLD FEE

The proposal is that a fee of between £140 and £160 per household is added to the annual CCRA subscription. Thus the current CCRA payment would increase to an annual charge of around £325 per household. If income from other activities provides excess funds, these may be used to further improve facilities or be placed in the CCRA sinking fund.

THE PLAN

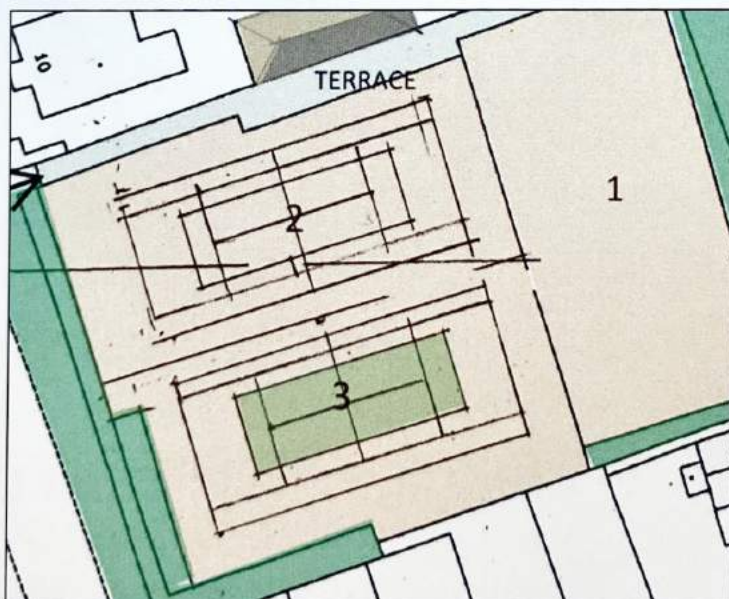


**ESTIMATED
YEARLY
RUNNING
COSTS**

£13,500 - £14,500

**PER
HOUSEHOLD**

£145 - £155



One court (which has been damaged by tree roots) would be repainted for Mini Tennis, now very popular. Mini Tennis is played with bigger rackets and balls which are a little softer.

PROPOSED £19,000 REFURB

CLUBHOUSE

- Repaint windows
- Repair roof tiles
- Ironmongery & locks
- Alarm & floodlights
- Kitchen refurb
- Interior & exterior decor
- New carpet
- Heating for winter use
- Lighting & electrics

COURTS & GROUNDS

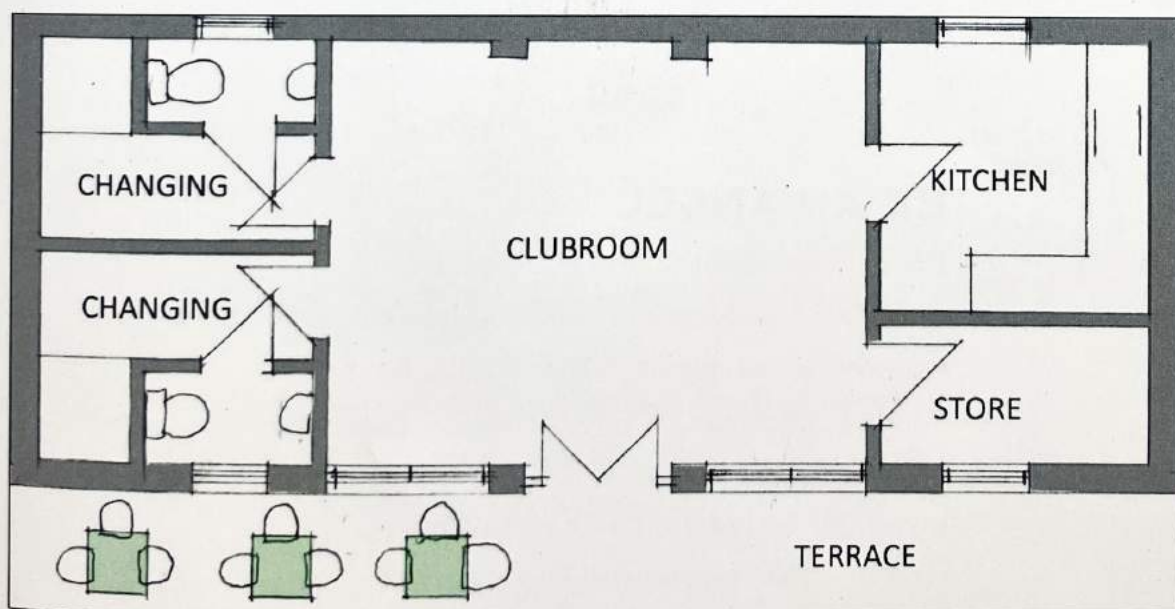
- Fence repairs
- Clean courts
- Repaint lines
- Garden clean up

CASCADE ENTRANCE

- New gate & lock
- Footpath repairs

KIT OUT

- 10 stacking tables
- 32 stacking chairs
- Crockery, glass, etc
- Appliances
- Broadband router



REFURB ANGELS

Some residents have already pledged verbally to make loans to fund the initial refurbishment. The annual budget allows for these loans to be repaid with 2% interest in annual instalments over the ten year lease. We're looking for more Angels.

IT'S YOUR AREA

OPEN DAYS

Come and look around the clubhouse
and chat to the committee.

February 4th, Saturday 2-4pm

February 5th, Sunday 2-4pm

BE AN ANGEL

For refurbishment, the club must raise
£19,000. Local residents are being sought
who will act as Angels to the scheme. Loans
(made in multiples of £1,000) will be repaid
over 10 years at a rate of 2%. If you'd like to
invest, please mention it on one of the open
days or email linguamed67@gmail.com

EXTRAORDINARY GENERAL MEETING, THURSDAY FEB 9TH

The EGM, to discuss and vote on the club, will take place on Thursday 9th of February, 8pm at St Georges' Church Hall, at the bottom of Cranley Gardens.

Only one vote per household is allowed. Note: it is the property owner, not tenant, who is a member of CCRA and has a vote.

MAKE YOUR VIEW COUNT

If you can't attend the EGM you may ask the CCRA secretary for a proxy voting form. Contact Candiss Waldram, 2 Cascade Avenue or email ccra2@gmail.com

IS THIS THE ESSENCE OF THE VOTE?

WE AGREE that a club for residents, funded by residents would offer a good community amenity and the CCRA constitution should be changed to enable this.

WE DO NOT AGREE that the CCRA constitution should be changed to enable it to raise resident subscriptions to fund a community club even if this results in the land sliding into dereliction, thus increasing the chance of it being developed.

**CHINE & CASCADE
PRIVATE CLUB
NOW JUST
WITHIN REACH**

F. Outline community investment plan for tennis club

An outline plan for re-establishing the Chine and Cascade Avenue Tennis club

On Monday 7th August I met with Robie Sukhdeo ([Robby Sukhdeo • The Pavilion \(psandc.co.uk\)](#)) at Pavilion Sports and Café in Albert Road recreation ground, see [The Pavilion Sports & Café - Albert Road Rec Bounds Green - Haringey \(psandc.co.uk\)](#) These notes were prepared after that meeting and were written as potential source material in the context of opposing any planning application to develop the Grove Tennis club situated between the Chine and Cascade Avenue.

Robby Sukhdeo reiterated that when he visited the courts and clubhouse in March 2022 in his view they were “**recoverable with hard work and some expense**”. Here is a possible outline for some of the steps needed.

1. Initially must purchase the right to operate the club. Therefore:
 - a. Buy the freehold from the owners – what would be a realistic price for a run down 3 court club in N10? Robby suggested somewhere between £50k and £100k. Or:
 - b. Obtain a fixed price long lease on the club. Probably 25 years minimum. What would be a reasonable annual rent? Maybe £5k to £10k/annum?
2. As early as possible start to raise community interest; register of skills – building and DIY skills for roof, windows, doors & locks, plumbing and outfitting of toilets (say 2 unisex) and kitchen. Painting, decorating, gardening, marketing, sponsorship, secretarial, management.
3. Get children to design a club logo.
4. Finance and budgets. Raise the funds needed to complete items 1 or 2 above. Could Haringey play any helping roll in this, e.g. refuse planning permission, give a low or interest free grant? Help on the sports side? Robby says Andrea Keeble might be a good contact?
5. How do we fund this? No or low interest-free loans from “Angels”.
6. Arrange insurance.
7. Repair and secure peripheral fencing or replace if necessary, entrance(s), clubhouse entry.
8. Arrange utilities: rates, electricity, water, Wifi. No main phone, just mobile.
9. Continue to get the community on board, see what they can bring to the table in terms of ideas and abilities, access to services or equipment. Use paid help where necessary for specific professional skills.
10. Get a tennis partner on board, Robby is willing to be this person.
11. Clubhouse fabric:
 - a. External: repairs to roof, walls, windows, door.
 - b. Internal: repairs to kitchen, toilet(s), admin/office/coaches area. No changing areas needed? Make this the number 1 priority so people can start to use the clubhouse and can see progress on the courts from a comfortable and welcoming place to relax.
 - c. In fairly short-term offer food and soft drinks in the clubhouse. Longer term get a licence for alcohol so local folk will start to gather there. (Note this has worked well for the rejuvenation of Muswell Hill bowls club and at the Pavilion café.)

12. Use neighbourhood Working Parties to:
 - a. Clear the property of all junk, trash and vegetation. Skips needed.
 - b. Clean and decorate clubhouse.
13. Robby says: "I would involve the Lawn Tennis Association, they have always been very supportive of me and my projects". Fee maybe of £350 p.a.?
14. Clean, repair and refurbish the courts. Some repairs to courts and tree root barriers will be needed. Jet washing? New net posts needed? Nets. Re-paint lines. Maybe £3k per court?
15. Initially the club would have to be run by volunteers.
16. Begin a coaching programme.
17. Hire out the courts (Clubspark), social play etc., proceeds back to the club.
18. Encourage others to use the clubhouse, mothers and toddlers, U3A, chess club, bookclub, art club, etc.
19. Join the LTA (Amanda Robinson is a good contact) to receive all the added benefits, gate systems, consultants, grants, loans, Clubspark club management system, insurance, policies etc.
20. May be able to source second hand equipment on Ebay, e.g. clubhouse furniture, kitchen cabinets, court net posts and nets, etc.
21. Robby will/may be able to help with details of people who provide standard services to tennis and sports clubs, e.g. fencing, netting, court cleaning and lining, root barriers, court booking software, etc.
22. Long term, if Robby becomes our tennis partner, then he would expect a reasonable, defined percentage of income from court fees, plus coaching fees.
23. The main club income will be from membership, court fees, the café and food and coaching. Coaches get the lesson fee but the court fee goes to the club? One model might be an annual membership of say £50 per annum per person but a lower court booking fee of say £5 + preferences for booking. Could also be an annual household fee of say £150 for up to 5 members? Non-members could book courts on a more restricted basis at perhaps £8-£10? All booking via internet?
24. Financial sponsorship of club? Prickett and Ellis, Victoria Stakes?

For more information about Robby and Pavilion Sports and Café see below:

Please see attached a letter of some of my achievements over the years. Also, please see links to some Youtube videos, they show what we took on at Albert Road and how we cleaned the courts up and began a coaching programme to get us started.

<https://www.youtube.com/watch?v=6n5rFdc9FS8>.
<https://www.youtube.com/watch?v=mc5TiU-QFLM>,
<https://www.youtube.com/watch?v=bWk7p60l3CQ>
<https://www.youtube.com/watch?v=mc5TiU-QFLM>
<https://www.youtube.com/watch?v=F775AhzREO0&t=9s>

Simon Waldram, 12th August 2023.

Outline plan for tennis club (2) Aug 2023

G. Residents Association note on Rookfield private roads

Rookfield private roads
Chine and Cascade Avenue Residents' Association (CCRA)

After the houses had been built they were sold on 99 year Leases. I happen to have the original 99 year Lease of 52 Cascade (Madeleine Smith's house) the Lease of which commenced on 25 March 1924 and expired 25 March this year. The purchase price was £895, and the annual ground rent was £9.10.0. Some time after the Leasehold Reform Act of 1967 which entitled long leaseholders to "enfranchise" ie buy at a cheap price their freehold, all the leaseholders will have done so.

The Leases which were all identical. Conditions in the Leases included the following:

"The Lessee will keep the footpaths adjoining the said land and the roadways adjacent thereto to the centre of such roadways in good repair order and condition". The Chine and Cascade Avenue Residents Association was formed in part to discharge these repair obligations in return for annual subscriptions, while the roads themselves (Chine and Cascade) remained in the ownership of the Collins family and their descendants until 2020 when the roads and the tennis courts were sold to the new owners. The tennis courts were bought for £2m and the roads for £250,000, by two separate companies, both part of the Realia Capital Group. The key individual behind the Group is Gleb Borukhov, originally Russian but now has Spanish nationality.

The courts were bought by ROK Enterprises One Ltd (registered office 55 Princes Gate London SW7 2PG) of which the sole director is the young Russian manager at EY, Evgenia Kotsyuba (born February 1997). CCR Management Ltd with the same registered office and the same director, bought the roads.

So the result is that the developers own both the courts and the roads, with the residents obliged to maintain the roads.

Walter Merrick
18 The Chine

H. Residents Association comment on BS5837 Arboricultural Report

Comment on BS5837 Arboricultural Report

This is a report by Crown Consultancy Ltd (CCL) dated 7 February 2023 and references include a period of instruction since 15 March 2021 when it was informed by Haringey Council, inaccurately, about the extent of tree preservation orders on the site.

The report reveals a great deal about the lack of honesty or good intention of the Applicant, to which CCL has been a party, mainly because of what has been omitted.

The entire history of the Applicant's disgraceful conduct in relation to the tree numbered T11, a horse chestnut tree in The Chine, has been left out, either because CCL felt too embarrassed to include it, or on the instructions of the Applicant.

On 24 March 2021 the applicant notified Haringey Council of its intention to remove T11. *Our client intends to remove one early mature Horse Chestnut tree labelled T11 on the accompanying Sketch Plan, Ref: CCL 10738 Site Plan. The tree is circa 11m tall and has been heavily reduced to a height of approximately 5m in the past. Upon a recent inspection, major cavities were observed at the old pruning points and were considered to be in a poor structural condition.*

This created an outcry from residents and a campaign to stop the tree being cut down was mounted. Haringey recognised that T11 was subject to a Tree Preservation Order. Objections from 169 local residents, and from 1,169 supporters of an online petition were made. An arboricultural expert on behalf of the Chine and Cascade Residents Association reported that *"The tree has a good vitality, visual prominence and is in keeping with the garden village character of Rookfield Estate. It has a number of structural defects in the crown, mostly in response to previous pruning in the past. As there is a risk of the branch nearest The Chine from falling into the road, I recommend that the tree is pruned to lessen the strain on the structurally weak points, managed by pruning on a 5 – 7 year cycle.*

The application was refused. The applicant then accepted that the prospect of felling the tree was unrealistic and agreed that limited work to preserve the tree was appropriate. Haringey then on 29 July 2021 issued a decision in the following terms:

Works to mature Horse Chestnut tree (T11) protected by a TPO located at the Grove Lawn Tennis Club (The Chine frontage) to reduce tree canopy to 1m from the previous topping cuts (AMENDED DESCRIPTION)

The London Borough of Haringey as Local Planning Authority hereby PERMIT the above development in accordance with the application received on 13/05/2021 and drawing numbers: CCL 10738 Site Plan. subject to the following conditions.

The following conditions have been applied to this consent and these conditions must be complied with: 1. The works hereby permitted must be completed within two years of the date of this consent.

2. All works should be undertaken by qualified and experienced tree work contractors and be in accordance with BS 3998:2010 Recommendations for Tree Work.

Reason: To protect the amenity value of the trees consistent with Policy DM1 of The Development Management DPD 2017 for Tree Work

Despite the requirement for works to be carried out within two years, and despite reminders by CCRA to the Applicant and continual promises by it to carry out the work, nothing has happened.

Now what is revealed in the 7 February 2023 CCL report, is that it recommended that works to the horse chestnut tree be carried out within three months from that date! Needless to say, its recommendation has been ignored and nothing has happened.

Analysis

The fact that the first move that the Applicant made on acquiring the land was to seek to remove a tree adjoining the tennis court site was highly suspicious. It is likely that the Applicant wanted to get rid of the tree so that it could create a vehicular access from The Chine into the tennis court site.

Since then the Applicant's failure to take action to carry out work recommended by its own adviser to preserve the life of the tree is evidence that the Applicant hopes that by its neglect the tree might suffer terminal damage by wind or storm.

Conclusion

None of the Applicant's assurances about tree protection during the course of its proposed works can be relied on. Any conditions attached to proposed works will be ignored.

I. Residents Association comment on the Statement of Community Involvement

Comment on the Statement of Community Involvement (SCI) prepared by Community Communications Partnership (CCP)
SCI Cascade Avenue-1_compressed.pdf

The SCI document purports to show a successful community engagement by CCP resulting in a high level of support for the applicant's proposals. Nothing could be further from the truth. It is a cynical misrepresentation of the response it received.

CCP did indeed distribute leaflets to a large number of homes in December 2022 and it launched a website encouraging responses to its consultation. It has to admit that despite all its efforts it received only 10 online responses, 4 emails and 2 phone calls, a total of 16 respondents. That, it has the effrontery to describe, as a significant number of local residents. The tiny number responding is largely due to that fact that local residents could see the nature of the exercise. Residents were not asked in the CCP consultation whether they supported proposals to build houses on the proposed site. Instead they were asked to answer benign but irrelevant questions that avoided the key issue, but which were likely to elicit positive responses. These positive responses are misrepresented as showing support for the plan to build houses on the site.

Against this, in February 2023 the Chine and Cascade Residents Association carried out a survey of residents on the Rookfield Estate (The Chine, Cascade Avenue, Rookfield Avenue, Rookfield Close and Cranmore Way). It offered respondents a choice to express their views about the future of the site, given the developers proposals, between whether they objected to any housing development, were content with the proposals put forward by the developers, or would be content with some housing on the site, but not the current proposals.

The number of responses received was 145, and the results were overwhelming:

- Objected to any housing development on the site: 96%
- Content with developer proposals: 1%
- Content for some housing but not current proposals: 3%

Of the 54 households most immediately affected (all The Chine houses, Cascade Avenue South i.e. 31-38 and 42-54, Etheldene Terrace), 100 % responded and 99% objected to any housing. The remaining 91 responses were received from houses on other parts of the Rookfield Conservation area and environs (Cascade Avenue North and The Court, Rookfield Avenue, Rookfield Close, Cranmore Way, Muswell Hill and Etheldene Avenue).

This information – that there was overwhelming local opposition to the building of housing on the site – was conveyed to the applicant in a letter dated 13 March 2023, to which no reply was received. It is difficult to give any credence to the applicant's assurance in the CCP document that it would take all of the respondents comments and suggestions into consideration as it moved forward with the planning process and would be in further contact with residents and stakeholders as the proposals progress.

For a communications company from which a high level of accuracy and attention to detail can be expected, its documentation is remarkably amateur and sloppy.

Its Collins Court brochure is littered with spelling errors (“disirable” for desirable, “principle for principal”, “ninetheenth” for nineteenth) and mangled English (“we will not compromise on going to great lengths”, “beautifully designed...and designed” in the same sentence).

In the SCI document, the following appear:

“reisidents” for residents

“principle” for principal

“more detailed information than what was possible”,

“Some residents used the contact details provided to contact the CCP with their questions. These surrounded [sic] the areas of:

Councillor Pippa Connor’s name is misspelled Connell.

WM

26..8.2023

J. Residents Association comment on CityDesigner Heritage

Comments on CityDesigner Heritage, Townscape and Visual Assessment
2023 02 08 Cascades Avenue Citydesigner HTVA final (low resolution).pdf

Rather than being an independent expert assessment this report is a biased and self-serving document, littered with errors.

Even though the site history reported in it is simply lifted from David Frith's book "The Rookfield Estate", there are obvious schoolboy errors. In para 2.10, there is reference to prolonged disagreements in 1911 and 1913 between William Brannan Collins and Haringey Council, which of course did not come into existence until 1965. This error is repeated in para 4.6. It was the Borough of Hornsey with which WB Collins fell into disagreement.

These disagreements, it continues, "let [sic] Herbert Collins to take a back step from Rookfield and he passed on the land in his ownership to his sons". Herbert was the son not the father in the transactions referred to. It was William Jefferies Collins who passed on land ownership to his sons, William Brannan and Herbert.

Figure 4.2 contains a map showing the location of what is labelled as the Tower Bridge conservation area!

In para 4.12 the report states that "the tennis courts are abandoned and overgrown", without acknowledging that it is the owners who have abandoned the site by locking it, preventing access to it and allowing it to become overgrown. As recently as March 2022, the residents association asked the owners' agent for access to the site in order to clean it up, to stop it deteriorating, etc., stating that a small army of volunteers would be willing to help on such a project. The request for access and the offer clear up the site and halt its deterioration was ignored.

In para 4.13 the report states, "Further to the advice received at pre-application level, the design team has carefully tailored the designs to sensitively fit in to the Rookfield Estate." This is a mischievous and deliberately misleading statement, suggesting that the pre-application advice was to tailor the designs to be more sensitive. In fact that was not the message given at the pre-application stage at all. What the applicants were told was that the site was non-designated open space for community use and that residential development would be contrary to Haringey's Local Plan.

The applicant's community consultation agent had similarly tried to mislead the residents association by stating in June 2022 that at the pre-app meeting, Council officers had "*raised a number of material points that we need to address*". Its team had been "*incredibly impressed with the comprehensive review of our concept proposals we got. Therefore, we have a bit of work to do before we can meet with you and other residents to discuss the next iteration of our concept plans. I imagine this will be at some point in the late summer.*"

What is clear is that the applicants have chosen to ignore the clear advice they had received, not that their housing designs needed to be better adapted to the setting, but that housing development of any kind would be contrary to Haringey policy. Not only do they

consistently ignore the advice but they blatantly, contemptuously and repeatedly misrepresent it.

At para 4.14 the report then contends, *“these design decisions lead to the likely effect of the proposals on the character and appearance of the conservation area as no harm but an actual enhancement, by infilling a derelict, vacant plot with an animated row of dwellings in keeping with their surroundings.”* For an applicant to be allowed to claim that its development would rectify its own damaging conduct in allowing a site it has abandoned and allowed to deteriorate would give perverse encouragement to owners of land in conservation areas deliberately to cause harm to such areas.

WM

26.8.2023



K. Comparisons to the Great Wall at Hampstead Garden Suburb