

Chairman's Report

Integrity, Honesty and Trust

Integrity

firm [adherence](#) to a code of especially moral or artistic values: [incorruptibility](#) (Merriam- Webster Dictionary)

I was reminded by a friend of mine who has been in the jewellery business for most of his life that, if you are in the business and well known, there is a strict code of conduct. You can approach any jewellery dealer and ask to borrow loose gems or valuable pieces of jewellery (possibly worth hundreds of thousands of pounds) to show your clients. These will be lent to you on a handshake and you will be trusted to return them as promised. If you fail, of course you will never do business in that community again. That still happens today. What an amazing and rare example of trust.

Do you wonder about integrity in public life? About promises made and then ignored? Do you feel there is a general erosion of the high standards that we expect from our leaders in both Government and Corporate life? This of course is grist to the mill of the newspapers and the free press is extremely important when it comes to the issues of holding people to account. There have been numerous worrying examples in recent months.

Closer to home we are facing another example of public statements and assurances being simply ignored. I am of course referring to the historic behaviour of the AELTC and possibly the Council?

In my last chairman's report, I described the situation our predecessors running the WPRA had to deal with in 1993 when the Council decided to sell the Wimbledon Park Golf Course to the AELTC. Such was the intensity of local feeling and effectiveness of the campaign at that time to stop it happening, that the Council went to considerable measures to reassure the public by taking a number of decisions to increase the protection afforded to the land. The following are excerpts from Council minutes at that time.

31 March 1993 Merton Leisure Services Committee Resolution to declare Golf course surplus to Leisure Service requirements "subject to retention of lake and reservation of access for public at the earliest date."

27 April 1993 Merton Policy and Resources Committee Resolution to declare Golf course surplus to requirements "subject to lake retained and access available to public around the lake at the earliest date and subject to a covenant preventing the use of the land otherwise than for leisure or recreation purposes or as an open space."

**25 August 1993 Merton Proposed changes to Unitary Development Plan
Policy L16A: "In considering proposals for the future open space uses of Wimbledon Park, the Council will ensure that the land will remain open and unbuilt, and its historic landscape protected."**

Justification 8.19A: "Wimbledon Park is one of the few remaining landscapes in London designed by Capability Brown, and it is included in the English Heritage Register of Historic Parks and Gardens. Its open landscape and its range of outdoor leisure activities are to be preserved."

NB. the same letter also records a proposal to designate land south of AELTC Centre Court between Church Road

and Somerset Road as Metropolitan Open Land to “prevent further permanent built development”.

9 September 1993 Merton Conservation Areas Advisory Committee

Summarises background, concludes: “Although Wimbledon Park is already afforded considerable protection by virtue of its status as MOL, there may be merits in further designating all or part of the Park as a Conservation Area; by virtue of its essential contribution to the character and appearance of the Wimbledon North Conservation Area.”

Subsequent to these proposed changes the following public statements were made.

23 September 1993 Wimbledon Borough News

John Currie, All England Chairman: “We completely understand and support everyone’s determination to keep the land open and we purchased the land on that basis.”

Tony Colman, Merton Council Leader: “Respecting the wishes of local people, this council is resolute that the land will be retained as open space. All England has bought the land knowing this is our policy and is aware that we would not allow development of the site.”

24 September 1993 The Wimbledon Informer

Tony Colman, Merton Council Leader: “The golf course land will be retained as open space. The whole stretch has been designated Metropolitan Open Land. We have declared it a conservation area and placed strong covenants on the sale.”

John Currie, All England Chairman: “We completely understand and support everyone’s determination to keep

the land open and we have purchased the land on that basis.”

NB. WPRA feared covenants would not be tough enough to block future expansion by the All England. “I’m sure there will be arm-twisting to allow them to build on the land” said its chairman, John Uden.

You may also remember the incident in 2014 when Ben Ellery of the Mail on Sunday wrote an article about an interview with the then Chairman Philip Brook about massive AELTC plans for the future of the Golf Course. The article was accompanied by a detailed plan showing the myriad buildings that would occupy the site. This was quickly refuted by the AELTC in the following statement:

“The All England Lawn Tennis Club would like to make it clear that the story in the Mail on Sunday (23.6.14) which made claims about a "massive expansion" of the Club on to Wimbledon Park Golf Club was wholly inaccurate and a complete fabrication.

“The Club’s vision for the future is published in the Wimbledon Master Plan and we will continue to be open and transparent about our intentions in liaison with the relevant authorities and our neighbours.”

Eventually the sale took place and the transfer deed was signed on the 23rd December 1993. The deed contained important covenants to protect the land from being developed and clearly the very modest price of £5m reflected this.

Subsequent to the sale of the Golf Course in 1993, the Wimbledon Park Golf Club continued with a lease until 2018 when, as we all know, the balance of the lease was bought by the AELTC for circa £65m.

I also understand that in the offer document for the Wimbledon Park Golf Course, there are statements made by Philip Brook the Chairman about providing a Walking and Cycle route around the perimeter of the Lake and more tennis courts with community access. No sign of those in AELTC planning application!

Now we understand from the latest newsletter from Sally Bolton CEO of the AELTC that a walk around the lake, which is an obligation they signed up to in the original purchase agreement in 1993, is now not possible because suddenly they have discovered there is not enough land for this to be built! Do they think we are total idiots?

More recently when I wrote to Ian Hewitt, Chairman of the AELTC, reminding him of the assurances made by the AELTC back in 1993, he responded:

“As to the assurances made in 1993, I am sure you can appreciate that the requirements of the club and the community have developed in the resulting 28 years and that the AELTC has needed to work to ensure that The Championships remain a preeminent tennis tournament and continue delivering significant and improved socioeconomic benefits to the local area. It has been our stated aim for many years that purchasing the golf course and especially the freehold was done with the intention of moving our Qualifying event onsite, but our proposals also mean that Wimbledon Park will be as open as it is now in terms of verified views and will in fact, through the creation and opening up of parkland previously occupied solely by a private golf course, be substantially more openly accessible to the public in the future.”

Clearly the AELTC is not bothered in the least about assurances they gave in the past or the fact that they signed up to Covenants. It is plainly obvious that they consider their ambitions and needs are far more important than legal obligations entered into in the past. Is this the sort of behaviour we expect from such a famous local body sitting on our doorstep?

What are the Covenants in the Sale agreement/transfer deed?

Transfer 23 December 1993. The All England covenanted for the benefit of Merton's freehold:

1. Not to use the [Golf Course] other than for leisure or recreational purposes or as an open space.

2. No building shall be erected on the [Golf Course] other than a building or buildings the use of which is ancillary to the recreational or open space use referred to in para 1 and which building, or buildings shall not impair the appreciation of the general public of the extent or openness of the property.

3. As soon as practicable after golf course use ceases, AELTC are to dedicate a public walkway. [A detailed drawing showed this as a path on the All England's own land around the perimeter of the Lake, not in fact as now proposed on stilts within Merton's Lake].

Merton also covenanted with the All England about the Lake in the Fourth Schedule.

In our view The All England's proposed use of all of the new tennis and other facilities breaches paragraph 1; their stadium and other buildings breach paragraph 2.

Our research has recently discovered the case of Thames Water v Oxford City Council (1999 1 EGLR 167) which directly concerned a restrictive covenant limiting use to recreational purposes which a Council wanted to circumvent by building a stadium. The judge stated at p170: “*The commercial exploitation of the game of football by hiring players and charging spectators is not itself a recreational purpose. Nor is it merely ancillary to the recreational purpose of the spectators.*” Substitute tennis for football and it is clear that the All England’s proposal breaches the covenant.

Very recently we have seen much greater interest being shown by the local press in what is happening with the AELTC application; in particular the South London News/My London.

At the last full Council meeting on the 17th November, Covenant related questions were asked by Jeremy Hudson, Chairman of the Wimbledon Society and Cllr Paul Kohler (Lib Dem). The following was the question and answer.

***From Cllr Paul Kohler to the Cabinet Member for Housing, Regeneration and the Climate Emergency
Will the Cabinet member confirm, regardless of the outcome of the Planning Applications concerning the land in question, that the Council will enforce the restrictive covenants, to which the AELTC agreed, when Merton sold the freehold of the Wimbledon Golf Club land to them in 1993?***

Reply

The Council as the landowner with the benefit of this restrictive covenant takes this matter extremely seriously.

At present there is no requirement for the Council to take any enforcement action since there is no breach or immediate pending breach of any of the restrictive covenants that were placed on this land in 1993. The Council will ensure that appropriate legal consideration is given to this matter as and when necessary and will act appropriately.

This is not an unequivocal answer from the Council as to whether they will enforce the Covenant.

AELTC is an exclusive, members-only, club whose main facilities are only used effectively for two weeks every year but generates huge cash flow particularly in the areas of attendance and broadcasting rights.

As you will see, there is a steady theme evident throughout the statements I have listed from 1993 to the present. Now we are faced with the true nature of the AELTC intentions through the application they have submitted. Residents and the public have been deceived about their intentions. Why should we believe anything they say?

I will leave you to be the judge.

**Best wishes for Christmas and the New Year.
Iain Simpson**

December 2021