

Report Title	Barrowford Road Football Pitch Update
Meeting	Colne Area Committee
Meeting Date	9 th October 2025
Report Author	Assistant Director Operational Services
Directorate	Place
Lead Executive Member(s)	Councillor Hanif Councillor Lola Whipp
Wards Affected	Vivary Bridge
Public. Part Exempt, or Fully Exempt	Part Exempt (S106 agreement)
Appendices (if any)	• Copy of S106 agreement • Map of site

1. Executive Summary

The East Lancashire Learning Group (ELLG) (formerly, Nelson & Colne College) has recently instructed Pendle Borough Council to strictly enforce the terms of the existing S106 agreement covering the usage of the playing fields on Barrowford Road. The report suggests a way forward to resolving the situation to continue to allow the beneficial use of the three football pitches

2. Recommendations

For the reasons set out in this report, Colne and District Area Committee is recommended to:

Write to the ELLG requesting that negotiations take place to vary the age limit and maintenance schedule in the Section 106 agreement without increasing the cost or financial burden to PBC or ELLG

3. Information: The Rationale & Evidence for the Recommendations

3.1 Barrowford Road playing fields are owned by ELLG and are subject to a S106 agreement as part of the housing development planning permission dating back to 2004. The S106 was required by a planning condition, which sought for the playing fields to be used jointly with the college for the beneficial use of the local community. The needs identified at the time were for junior football pitches. The S106 agreement has provisions in it for football pitches to be provided on the site, and that all maintenance is funded by the college.

3.2 At the time of the document being signed in 2011, the requirements were

- Two junior pitches that equate to 7x 7 (not specified, but scaled from plan)
- One football pitch that equates to a 9 x 9 pitch (not specified, but scaled from plan)
- The 'permitted use' is for children 10 years old and under

There are currently (September 2025) three 9 x 9 pitches marked out on site, this has been the case for a period exceeding 10 years.

(To note – 7x7 or 9x9 defines a set size of pitch for two teams of 7 or 9 players)

PBC conducts all maintenance on behalf of the college and manages site bookings.

3.3 The demand for pitches has altered over the past 14 years and all three pitches have been used by youth teams of up to 14 years old. Pendle accepts that this is outside of the terms of the S106 agreement but only in relation to the age of users. There has been no increase in pitch numbers and maintenance costs remain constant whether for U10s or slightly older children.

3.4 ELLG and PBC have fielded criticisms that the terms of the S106 agreement have not been complied with, particularly in terms of the pitch maintenance regime. Discussions between the ELLG and PBC have now defined the maintenance requirements, and they are to be fully adhered to, with funding agreed to by the college for additional works.

3.5 As a result of reviewing the S106 agreement, ELLG have now requested that the use of the pitches is strictly aligned to the terms of the S106 agreement. This means that pitches, precisely the size shown on the plans incorporated in the S106 agreement, can only be used by children in the under 10 age brackets or younger. This would therefore exclude use by children over 10 years old.

There are two smaller pitches in the agreement with the third being larger. The larger pitch is not suitable for under 10s. The understanding is that ELLG will insist on only pitches of the size shown on the S106 agreement being provided and that the larger pitch could not be reduced in size.

3.6 The main users of the playing fields are Barrowford Celtic Football Club. Removing these pitches from over 10-year-olds will affect several youth teams and force them to be displaced to other sites further afield.

3.7 ELLG is willing to discuss an alteration to the current terms of the S106 agreement that would allow children over 10 years old to use the site, but only on the following terms:

- That it removes all financial and operational obligations on ELLG.
- ELLG transfers responsibility for all ongoing costs, management, maintenance, bookings, insurance, and compliance to the Council.

- That ELLG's reasonable legal and professional costs in respect of the Deed of Variation are met in full by the Council.

3.8 The origins and purpose of the S106, as set out originally and accepted by ELLG, were to provide for the needs of the local community. The S106 was, in hindsight, too restrictive when drafted and it would have been more effective to have merely required junior pitch provision without an age limit.

3.9 Officers have had discussions with the college on the basis that the costs and pitch provision would be the same for pitches used by under 10s or the current users and it is felt that a simple variation to the S106 agreement altering the age limits would resolve the matter. An amendment would also allow for an update to the maintenance regime which, although the college will strictly adhere to, would be better altered to fit in with more up to date maintenance practices.

There are several alternative approaches that could be taken to resolve this matter:

- i. The Council can accept the provision in the existing S106 agreement and require ELLG to provide three pitches for under 10s. There is however limited demand for these, and the larger pitch size is not suitable for under 10s.
- ii. The Council can further negotiate with ELLG to amend the current S106 agreement. The suggested amendment would be to allow children over 10 years old to play on the pitches. The legal fees of ELLG for altering the agreement should, in that scenario, be covered by PBC as it would be PBC seeking the amendment. There is negligible cost difference to ELLG of providing facilities for under 10 or over 10 years old. ELLG have to date refused this suggestion outright.
- iii. To amend the legal agreement based on the terms set above in paragraph 3.7 as offered by ELLG. This would benefit ELLG by removing all maintenance costs they currently have and would allow for older children to play on the pitches. It would, however, be diametrically opposed to the purpose and intent of not only the condition, but the existing S106 agreement. The benefit ELLG have had, was financial gain from a housing development, which then required provision for use of the playing fields to compensate for this. The annual cost of maintenance

of the site to fulfil the S106 is £10,029. The council does not have budgets to cover this, and it is unlikely that local football clubs would be able to fund to such a scale.

The second option is the recommended course of action. Altering the age of children allows the maximum benefit to the community and has no impact on ELLG.

4. Link to Council Plan Priorities: (Providing High Quality Services and Facilities, Proud and Connected Communities and Places, Good Growth and Housing and Healthy Communities)

Linked to High Quality Services & Healthy Communities

5. Implications

5.1 Financial Implications

Option 2 is the preferred option, it is estimated that this will cost the Council c£500, this can be funded from within existing budgets. If option 3 is preferred as proposed by ELLG, an annual growth budget of £10,029 plus annual inflation would need to be sourced, plus legal costs of altering S106 and insurance.

5.2 Legal and Governance Implications

Pendle Council, alongside ELLG, Lancashire County Council and Ribble Developments are all party to the S106 agreement. Any variation would need to be agreed by all parties.

5.3 Climate and Biodiversity Implications

None arising.

5.4 Human Resources Implications

None arising.

5.5 Equality and Diversity Implications

None arising.

6. Consultation

No direct consultation has been made, but intense interest has been shown by Barrowford Celtic Football Club and the Barrowford Road Residents Association

7. Alternative Options Considered

No direct alternatives are available. Barrowford Celtic can be redirected to other pitches around the borough, albeit not as convenient for the teams.

8. Statutory Officer Sign off (please put an x in the relevant box below)

Section 151 Officer	X
Monitoring Officer	X

9. Background Documents

None

Contact Officers

Phil Riley

Operations Manager

01282 661587

philip.riley@pendle.gov.uk