

THE CHARITY COMMISSION FOR ENGLAND AND WALES

Under the power given in the Charities Act 2011

Orders that from today

12 June 2013

this

SCHEME

will alter or affect the existing trusts of the charity

known as

THE RECREATION GROUND BATH (1094519)

at

Bath

in the area of the unitary authority of Bath and North East Somerset

Neil Robertson

**A member of staff of the Charity Commission authorised to act on behalf of the
Charity Commission**

1. Definitions

In this scheme:

“the charity” means Bath Recreation Ground. Until the Order is made, this term excludes the property to be known as The Bath Recreation Ground (Sports & Leisure Centre) Trust.

“the Commission” means the Charity Commission for England and Wales.

“the Council” means Bath and North East Somerset Council.

“the 1995 lease” means the lease of land belonging to the charity which was granted to Bath Rugby Club on 23 May 1995.

“the existing trusts” means the conveyance of 1 February 1956.

“the Order” means the order described in clause 2 of this scheme to be made under S69 of the Charities Act 2011 or similar power in any subsequent Act.

“the schedule” means the schedule to this scheme.

2. Administration

- (1) The property of the charity identified in part 1 of the schedule is to be administered in accordance with the provisions of this clause.
- (2) From the date of this scheme, the property identified in part 2 of the schedule will be administered and managed by the trustees constituted by clause 6 of this scheme in accordance with the existing trusts as altered or affected by this scheme.
- (3) Until the Order is made, the property identified in part 3 of the schedule will continue to be administered and managed by the Council in accordance with the existing trusts as altered or affected by this scheme. For the avoidance of confusion, the property will (until the date of the Order) be known as The Bath Recreation Ground (Sports & Leisure Centre) Trust.
- (4) By the Order, the Commission will appoint (if it thinks fit):
 - (a) the trustees constituted by clause 6; or
 - (b) any charitable company or charitable incorporated organisation established by those trusteesas trustee of the property identified in part 3 of the schedule. At that date, the land identified in parts 2 and 3 of the schedule will constitute the property of a single charity.
- (5) The trustees constituted under clause 6 must (with the benefit of such professional advice as necessary):

- (a) seek to negotiate and enter into binding arrangements with the Council in respect of the Sports and Leisure Centre for its on going maintenance, including provision for the future demolition when the building is deemed life expired; and
- (b) when or if binding arrangements are validly executed, either:
 - (i) the trustees constituted under clause 6; or
 - (ii) the trustee of The Bath Recreation Ground (Sports & Leisure Centre) Trust,

must apply to the Commission for the Order.

THE BATH RECREATION GROUND (SPORTS & LEISURE CENTRE) TRUST

3. Sports and Leisure Centre

- (1) In sub-clause (2) below, “the relevant date” is the date on which the existing sports and leisure centre building can no longer be used for indoor recreation for the benefit of the public at large.
- (2) Until the relevant date, the provision in the existing trusts that the land may only be used as an open space is suspended in respect of the land identified in part 3 of the schedule to this scheme. It may be used during this period as a facility for indoor recreation for the benefit of the public at large (including ancillary car parking). For the avoidance of doubt, after the relevant date, the trustees must return the land to open space suitable for the furtherance of the Charity’s objects.
- (3) The Official Custodian for Charities is discharged in respect of the land identified in part 3 of the schedule. From this date, the land is vested in the Council as trustee of The Bath Recreation Ground (Sports & Leisure Centre) Trust.

BATH RECREATION GROUND

(excluding The Bath Recreation Ground (Sports & Leisure Centre) Trust)

4. Powers

- (1) For the purpose of resolving the issues arising from the continuing occupation by Bath Rugby Club of the land contained in the 1995 lease, and in the event of the surrender of the 1995 lease, the trustees may (subject to sub-clause (2) below) exercise all or any of the powers in this clause.
- (2) Before exercising the powers conferred by this clause, the trustees must fully consider all options for the management of the land belonging to the charity (including the option of making no changes to the current arrangements) and before adopting any option satisfy themselves that that option is in the best interests of the charity.

- (3) Sub-clause (4) applies only to the land:
- (a) currently subject to the 1995 lease; and
 - (b) described in part 4 of the schedule to this scheme.
- (4) Subject to sub-clause (2) above and the conditions, the trustees may grant a lease or leases of the land and receive replacement land instead of, or in addition to, consideration by way of a capital sum and by way of further consideration. The conditions are:
- (a) the term of any lease(s) must not exceed the unexpired term of the 1995 lease; and
 - (b) any replacement land must be suitable for the purpose of the charity.
- (5) In so far as any lease extends to the land described in part 4 of the schedule:
- (a) no lease must be granted unless and until all necessary formalities (including the elapse of time if appropriate) have been properly performed and recorded to exclude sections 24 to 28 of the Landlord and Tenant Act 1954 in relation to that lease; and
 - (b) the lease must not permit the tenant use otherwise than as a site for a temporary stand (usually referred to as 'the east stand') or playing pitch or access areas and must require the site to be available as open space for use for the purposes of the charity for at least three months in each year.
- (6) In exercising the powers conferred by this clause, the trustees must:
- (a) before accepting a surrender of the 1995 lease, satisfy themselves that they are doing so on the best terms reasonably available;
 - (b) satisfy themselves (having undertaken public consultation) that any land taken in exchange will:
 - (i) have suitable amenity value for the purpose of a recreation ground; and
 - (ii) be in a location that is reasonably accessible and suitable for the purposes of the Charity;
 - (c) before entering into any commitment to grant, accept a surrender of the 1995 lease or take any interest in land obtain (from a professional valuer) a valuation of the land in question. A valuation must take full account of:
 - (i) the special interest of Bath Rugby Club in securing a grant of the land in part 4 of the schedule and its marriage value with the existing land held under the 1995 lease for the purpose of proposed development by Bath Rugby Club; and
 - (ii) (in valuing any regrant of the 1995 lease) the other commercial uses which may be made within the current use class and

under any planning permission that might reasonably be obtained for the land.

- (d) in granting any new lease of the land comprised in the 1995 lease:
 - (i) ensure that the lease is non assignable, except to subsequent owners of Bath Rugby Club;
 - (ii) ensure that the lease contains a right of pre-emption should Bath Rugby Club cease to use the property as its principal site for professional rugby football;
 - (iii) require Bath Rugby Club to minimise disruption to local residents and to the users of the charity's land; and
 - (iv) give public notice in accordance with the provisions of s121 Charities Act 2011 (whether or not this would otherwise be required).
- (7) In exercising the above powers (and in administering and managing the charity), the trustees must:
 - (a) act only in the best interests of the charity to further the charity's objects for the public benefit;
 - (b) act in good faith (meaning acting in a way that the trustees honestly believe to be in the best interests of the charity);
 - (c) take into account all relevant factors and disregard any irrelevant factors; and
 - (d) adequately inform themselves, including having regard to the views of those who have an interest in the charity.

5. Custodian Trustee

- (1) The Council will be the custodian trustee of the charity.
- (2) The Official Custodian for Charities is discharged in respect of the land identified in part 2 of the schedule. From this date, the land is vested in the Council as custodian trustee of the charity.

6. Trustees

- (1) When complete, the trustee body comprises:
 - 2 trustees nominated by Bath and North East Somerset Council
 - 1 trustee nominated by Fields in Trust
 - 1 trustee nominated by Somerset County Playing Fields Association
- Not less than 3 co-opted trustees.

- (2) Except as provided for the first trustees, each appointment must be for a period of three years.

7. First trustees

- (1) The first nominated trustees are the persons listed in part 5 of the schedule to this scheme. They will hold office for the periods shown in the schedule.
- (2) The trustee to be nominated by Fields in Trust should be appointed as soon as possible after the date of this scheme.
- (3) At least three of the first co-opted trustees should be appointed as soon as possible after the first meeting in accordance with clause 8 below.

8. Co-opted trustees

- (1) When appointing co-opted trustees, the trustees must:
 - (a) identify the needs of the charity regarding skills or knowledge of its trustees; and
 - (b) consider the extent to which appointees demonstrate the skills or knowledge; and
 - (c) not appoint members of the Council.
- (2) Of the co-opted trustees, the trustees must appoint at least one whose skills and knowledge include an ability to represent those groups of beneficiaries that use the recreation ground, other than Bath Rugby Club.
- (3) In appointing co-opted trustees, the trustees must have regard to the desirability of advertising in the local and/or specialist press or using trustee brokerage services. Candidates must be asked to consider and declare any existing or potential conflicts of interest before appointment.
- (4) The appointment of a co-opted trustee must be made by the trustees at a meeting of which not less than 21 days' notice has been given.
- (5) An appointment may, but need not, be made before the date on which the term of office of an existing co-opted trustee comes to an end, to take effect on that date. In these circumstances:
 - (a) the appointment may not be made more than 3 months before the date on which the existing co-opted trustee's term of office is due to end; and
 - (b) any co-opted trustee whose term of office is about to come to an end must not vote in favour of their own re-appointment.

9. Quorum

- (1) Except as provided in sub-clause (2) below, no business may be transacted at a meeting unless at least 3 trustees are present.

- (2) At least 5 trustees must be present at a meeting before any decision can be taken to exercise a power contained in clause 4 above.

10. Rules and regulations

The trustees may make rules and regulations for the administration and management of the charity, which must be consistent with the provisions of the existing trusts and this scheme.

11. Independence

The trustees must:

- (1) exercise their own independent judgement solely in the best interests of the charity;
- (2) ensure that the charity is independent and exists to pursue its own purposes and not to carry out the policies or directions of the Council or of any other body;
- (3) at their first meeting (or as soon as possible thereafter), adopt a conflicts of interest policy (taking account of the guidance issued by the Commission) and adequately manage any conflicts of interest in accordance with that policy.

GENERAL PROVISION

12. Questions relating to this Scheme

The Commission may decide any question put to it concerning:

- (1) the interpretation of this scheme; or
- (2) the propriety or validity of anything done or intended to be done under it.

SCHEDULE

PART 1

Freehold land in the City of Bath described in a conveyance of 1 February 1956 which was made between The Bath and County Recreation Ground Company Limited of the one part and the Mayor Alderman and the Citizens of the City of Bath of the other part, a part of which is subject to a 75 year lease, and other parts of which are subject to subsisting leases dated 25 March 1996, 22 July 2000, 12 September 2002 and 11 December 2008.

PART 2

The land identified in part 1 of the schedule less the land identified in part 3 of the schedule.

PART 3

Land containing 11,120 square metres or thereabouts being part of the land described in Part 1 above with the building thereon known as Bath Sports and Leisure Centre.

PART 4

Land containing 7548 square metres or thereabouts being part of the land described in Part 1 above and adjoining land subject to the 1995 lease.

PART 5

First Nominated trustees

Nominated by Bath and North East Somerset Council

David Dixon for a period of 3 years

Timothy Ball for a period of 2 years

Nominated by Somerset County Playing Fields Association

David Durdan for a period of 3 years