Bath Recreation Ground Trust (charity number 1173521-1)

Governing document

This is a composite copy of the Scheme made by an Order of the First Tier Tribunal dated 14 December 2016 (as amended by a Scheme made by the Charity Commission and dated 3 November 2017). This composite copy has been prepared to make it easier to review and consult on. It is an internal working document.

1 Definitions

1.1 In this scheme:

"**Act**" means the Charities Act 2011.

"**Bath Recreation Ground**" means the land identified in part 1 to the Schedule.

"**BRL**" means Bath Recreation Limited (registered company number 10735297 and registered charity number 1173521).

"**Charity**" means the charitable trust known as the Bath Recreation Ground Trust (registered charity number 1173521-1).

"**Charity Commission**" means the Charity Commission for England and Wales.

"**Conflict of Interest**" means any Interest of the Trustee (or a Director) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interests and a conflict of duties.

"Directors" means the directors (from time to time) of BRL.

"**Objects**" means the charitable objects set out clause 2.1 of this scheme.

"**property**" means the land held by the Trustee from time to time for the Objects of the Charity and on the trusts set out in this scheme (but, for the avoidance of doubt, excluding any property held by BRL in any other capacity).

"**existing governing document**" means the scheme made by the First Tier Tribunal on 14 December 2016 in relation to the Charity.

"**Schedule**" means the schedule to this scheme.

"**scheme**" means this scheme.

"**statutory power of amendment**" means the power conferred on BRL as trustee of the Charity by section 280A of the Act.

"Trustee" means BRL.

"trustees", where used in this scheme, means the Directors.

2 Objects

2.1 The Objects of the Charity are the provision, with or without charge, of property in or near Bath (including, but not limited to, the Bath Recreation Ground) for use as outdoor recreational facilities for the benefit of the public.

2.2 For the avoidance of doubt, the preservation of the Bath Recreation Ground in specie as an open space is not one of the charitable purposes of the Charity and does not form part of the Objects.

3 Permanent endowment

3.1 The net income of the Charity and (where permissible) permanent endowment of the Charity shall be applied in the repair, insurance, maintenance and improvement of the property of the Charity and otherwise in furtherance of the Objects.

4 Trusteeship and administration

4.1 BRL is appointed by this scheme as the Trustee of the Charity, under paragraph 3(1), schedule 7 of the Act, and will administer it in accordance with its own administrative procedures.

4.2 The property of the Charity is to be held and administered in furtherance of its Objects and otherwise administered in accordance with the existing governing document as altered by the provisions of this scheme. This scheme replaces the existing governing document of the Charity.

4.3 For the avoidance of doubt, the Trustee may advance the Objects of the Charity on other property in addition to, or in substitution for, the Bath Recreation Ground.

5 Powers of an absolute owner

5.1 The Trustee has (in accordance with the Trusts of Land and Appointment of Trustees Act 1996) in relation to the property of the Charity, including the Bath Recreation Ground, all of the powers of an absolute owner, including (but without limitation) the following powers:

5.1.1 to sell, lease, licence or otherwise dispose of all or any part of any property;

5.1.2 to accept a surrender of any lease of all or any part of any property; and

5.1.3 to exchange or swap all or any part of any property of the Charity for any other replacement land in or near Bath.

Exercise of powers of an absolute owner

5.2 Where the Trustee exercises any of the powers of an absolute owner referred to in clause 5.1 or which are otherwise exercisable by it (including, for the avoidance of doubt, the power to sell, lease, license or otherwise dispose of all or any part of the Bath Recreation Ground) and in the opinion of the Trustee the exercise of such power:

5.2.1 permits the property which is the subject of the transaction to be used other than as outdoor recreational facilities for the benefit of the public; and

5.2.2 is for the best price that can reasonably be obtained;

the Trustee is not obliged to ensure that any purchaser, tenant, licensee or other third party complies with the provisions of clauses 5.4.1 to 5.4.3 (inclusive) in relation to such property.

5.3 Where the Trustee exercises any of the powers of an absolute owner referred to in clause 5.1 or which are otherwise exercisable by it (including, for the avoidance of doubt, the power to sell, lease, license or otherwise dispose of all or any part of the Bath Recreation Ground) in any circumstances other than those described in clause 5.2, including where in the opinion of the Trustee the exercise of such power:

5.3.1 requires the property which is the subject of the transaction to be used as outdoor recreational facilities for the benefit of the public; and/or

5.3.2 is not for the best price that can reasonably be obtained;

the Trustee shall ensure that any purchaser, tenant, licensee or other third party complies with the provisions of clauses 5.4.1 to 5.4.3 (inclusive) in relation to such property.

5.4 Subject to clauses 5.2 and 5.3, the Trustee shall ensure that in advancing the Objects:

5.4.1 the property of the Charity is maintained, equipped and otherwise laid out as the Trustee shall think fit for use principally for games and sports of all kinds and for tournaments, fetes, shows, exhibitions, displays, amusements, entertainments or other activities of a similar kind which advance the Objects;

5.4.2 the Charity shall not show any undue preference in favour of any particular game or sport or to any particular person, club, body or organisation; and

5.4.3 the Charity shall not use the Bath Recreation Ground otherwise than as an open space.

Restrictions under the Act

5.5 In the exercise by the Trustee of its powers pursuant to clause 5.1 it must comply with the restrictions on the disposal of land in Part 7 of the Charities Act 2011, including in particular (but without limitation):

5.5.1 to comply with the restrictions on any conveyance, transfer, lease or other disposition of the property of the Charity under section 117 of the Act; and

5.5.2 to give public notice of any proposed conveyance, transfer, lease or other disposition of the property of the Charity and to invite representations in relation to the proposed disposition within the time specified in that notice and otherwise in accordance with section 121 of the Act and to take into consideration any representations made within that time about the proposed disposition (but, for the avoidance of doubt, without restricting, fettering or otherwise limiting the exercise of the Trustee's or Directors' discretion).

Lease considerations

5.6 In relation to the exercise by the Trustee of its powers pursuant to clause 5.1 to grant a lease of all or part of the property of the Charity, the Directors shall have regard in particular (but without limitation) to:

5.6.1 the proposed term of years of any lease;

5.6.2 as regards the grant of any lease for a term of years ending more than 10 years after it is granted, the considerations referred to in part 2 of the Schedule; and

shall in any event have regard to such other matters as the Directors shall consider to be relevant to any such lease in the best interests of the Charity to further the Objects for the public benefit.

5.7 In determining the term of years of any lease for the purposes of clause 5.6, any term of years for which the relevant tenant has the legal right to renew the lease shall be taken into account, subject always to the provisions of any legislation or statutory regulations which oblige the Trustee to grant a lease for a longer term of years.

Licences for events

5.8 In relation to the exercise by the Trustee of its powers pursuant to clause 5.1 to grant a licence to use all or part of the property of the Charity for an event which the Directors shall determine involves more than, or could involve more than, 1,000 participants, the Directors shall ensure that they have first prepared and considered an impact assessment which will contain such sufficient and suitable information in respect of such of the matters set out in part 3 of the Schedule as the Directors shall from time to time consider appropriate.

6 Power of amendment

6.1 The Trustee has the statutory power of amendment to resolve to amend the trusts of the Charity provided that in exercising that power:

6.1.1 the Directors must be satisfied that any resolution to amend the trusts is expedient in the interests of the Charity;

6.1.2 not less than 75% of the Directors must pass the relevant resolution in order for it be effective; and

6.1.3 the Directors must comply with the requirement under the statutory power of amendment to obtain the consent of the Charity Commission to any amendment to which subsection 280A(8) of the Act applies (and for the avoidance of doubt all other provisions of the statutory power of amendment).

7 Other powers

7.1 The Trustee has the power to do anything within the law which may promote or help to promote the Objects including (but without limitation) the power:

7.1.1 to raise funds, provided that in exercising this power the Trustee must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;

7.1.2 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed provided that the Trustee must first satisfy itself that the borrowing and grant of security is in the best interests of the Charity and must comply as appropriate with sections 124 to 126 of the Act if it wishes to mortgage land owned by the Charity;

7.1.3 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;

7.1.4 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;

7.1.5 to employ and remunerate such staff as are necessary or desirable for carrying the work of the Charity; and

7.1.6 to insure the property and other assets of the Charity against such risks as the Trustee shall determine and to take out such other employer's occupiers, public or other liability insurance as the Trustee shall consider to be necessary in the best interests of Charity.

8 Decision-making

8.1 In exercising any of their powers (and in administering and managing the Charity, including making decisions in relation to the Charity), the Trustee (and the Directors, acting as the charity trustees of the Trustee) must:

8.1.1 act only in the best interests of the Charity to further the Objects for the public benefit;

8.1.2 act in good faith (by acting in a way that the Directors honestly believe to be in the best interests of the Charity);

8.1.3 take into account all relevant factors and disregard any irrelevant factors;

8.1.4 manage all and any Conflicts of Interest; and

8.1.5 sufficiently inform themselves.

8.2 In sufficiently informing themselves in relation to any decision they propose to consider, the Directors must:

8.2.1 take and consider any relevant professional or other advice;

8.2.2 consider any relevant guidance, including any guidance issued by the Charity Commission;

8.2.3 consider whether, in their absolute discretion, a consultation with those they determine have an actual or potential interest in the relevant decision is in the best interests of the Charity and is necessary in order to provide the Directors with sufficient information about that decision; and

8.2.4 if they determine that a consultation should be carried out, to carry out such consultation as they shall consider to be fair and reasonable (including providing sufficient information about the proposal and an adequate period for responses to be received) and to take any responses to such consultation into account before making the relevant decision (but, for the avoidance of doubt, such consultation and/or the responses to it shall not restrict, fetter or otherwise limit the exercise of the Trustee's or Directors' discretion as regards that decision).

9 Bank account

9.1 Any bank or building society account in which any of the funds of the Charity are deposited must be operated by the Trustee and held in the name of the Charity.

10 Questions relating to the scheme

10.1 The Charity Commission may decide any question put to it concerning:

10.1.1 the interpretation of this scheme; or

10.1.2 the propriety or validity of anything done or intended to be done under it.

Schedule

Part 1 - Bath Recreation Ground

The freehold land in the City of Bath known as The Recreation Ground, Bath and registered at the Land Registry with title number ST275096, which was conveyed by the 1956 Conveyance and is vested in BRL as Trustee, under clause 4 of this scheme.

Part 2 - Lease considerations

1	The capacity of any stadium built on any part of the Bath Recreation Ground which is provided for under a lease.
2	The use which may be made of any stands which form part of any stadium built on the Bath recreation Ground for events and other activities other than sports matches.
3	The arrangements for access (including emergency access) to the Bath Recreation Ground from the pathway alongside the banks of the River Avon.
4	Any provision prohibiting the assignment of any lease by its tenant without the prior written consent of the Trustee as landlord (including any provision that any change of control in respect of the tenant shall be deemed to constitute an assignment of the lease).
5	Any provision for a covenant by the tenant acting reasonably to minimise the impact of the permitted use of the property subject to the lease on the residents of neighbouring properties and their successors in title (but without prejudice to the tenant's ability to build, develop and operate stadium facilities on any part of the Bath Recreation Ground).
6	Any provision for the tenant of a lease of any part of Bath Recreation Ground to carry out an impact assessment in respect of any event for which the consent of the Trustee as landlord is required and which may contain the information in respect of each of the matters set out in part 3 of the Schedule as the Trustees shall from time to time consider appropriate.
7	Any provision for the tenant of a lease of any part of Bath Recreation Ground to notify the Trustee as landlord in writing of the tenant's intention to carry out any building works for which the consent of the Trustee as landlord is required and that, if so required by the Trustee as landlord, the tenant to carry out an impact assessment which may contain the information in respect of each of the matters set out in part 3 of the Schedule as the Trustees shall from time to time consider appropriate.

Part 3 - Impact assessment

1	Event overview and hours

2	Contacts and event management (command and control including stewarding)
3	Licensing requirements
4	Site / operational layout
5	Contingency planning / emergencies
6	Consideration of residents and local businesses
7	Noise management plan
8	Traffic / travel plan
9	Parking
10	Refuse and Waste
11	Reinstatement