

**Agenda for a meeting of the Regulatory and Appeals Committee (Meeting as Trustees) to be held on Thursday, 29 February 2024 at 10.45 am or on the rising of the earlier meeting of the Committee whichever is the later in Committee Room 1 - City Hall, Bradford**

**Members of the Committee – Councillors**

<b>LABOUR</b>	<b>CONSERVATIVE</b>	<b>GREEN</b>
<b>Shafiq (Chair) Alipoor Mullaney Lal</b>	<b>Brown Sullivan</b>	<b>Edwards</b>

**Alternates:**

<b>LABOUR</b>	<b>CONSERVATIVE</b>	<b>GREEN</b>
<b>Engel I Hussain S Hussain Jamil</b>	<b>Pollard Glentworth</b>	<b>Love</b>

**Notes:**

- This agenda can be made available in Braille, large print or tape format on request by contacting the Agenda contact shown below.
- The taking of photographs, filming and sound recording of the meeting is allowed except if Councillors vote to exclude the public to discuss confidential matters covered by Schedule 12A of the Local Government Act 1972. Recording activity should be respectful to the conduct of the meeting and behaviour that disrupts the meeting (such as oral commentary) will not be permitted. Anyone attending the meeting who wishes to record or film the meeting's proceedings is advised to liaise with the Agenda Contact who will provide guidance and ensure that any necessary arrangements are in place. Those present who are invited to make spoken contributions to the meeting should be aware that they may be filmed or sound recorded.
- If any further information is required about any item on this agenda, please contact the officer named at the foot of that agenda item.

**From:**

Jason Field  
Interim Director of Legal and Governance  
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**To:**

## A. PROCEDURAL ITEMS

### 1. ALTERNATE MEMBERS (Standing Order 34)

The Director of Legal and Governance will report the names of alternate Members who are attending the meeting in place of appointed Members.

### 2. DISCLOSURES OF INTEREST

(Members Code of Conduct – Part 4A of the Constitution)

To receive disclosures of interests from members and co-opted members on matters to be considered at the meeting. The disclosure must include the nature of the interest.

An interest must also be disclosed in the meeting when it becomes apparent to the member during the meeting.

#### **Notes:**

- (1) *Members must consider their interests, and act according to the following:*

<b>Type of Interest</b>	<b>You must:</b>
<i>Disclosable Pecuniary Interests</i>	<i>Disclose the interest; not participate in the discussion or vote; and leave the meeting <u>unless</u> you have a dispensation.</i>
<i>Other Registrable Interests (Directly Related)</i> <b>OR</b> <i>Non-Registrable Interests (Directly Related)</i>	<i>Disclose the interest; speak on the item <u>only if</u> the public are also allowed to speak but otherwise not participate in the discussion or vote; and leave the meeting <u>unless</u> you have a dispensation.</i>
<i>Other Registrable Interests (Affects)</i> <b>OR</b> <i>Non-Registrable Interests (Affects)</i>	<i>Disclose the interest; remain in the meeting, participate and vote <u>unless</u> the matter affects the financial interest or well-being</i>  <i>(a) to a greater extent than it affects the financial interests of a majority of inhabitants of the affected ward, and</i>  <i>(b) a reasonable member of the public knowing all the facts would believe that</i>

*it would affect your view of the wider public interest; in which case speak on the item only if the public are also allowed to speak but otherwise not do not participate in the discussion or vote; and leave the meeting unless you have a dispensation.*

- (2) *Disclosable pecuniary interests relate to the Member concerned or their spouse/partner.*
- (3) *Members in arrears of Council Tax by more than two months must not vote in decisions on, or which might affect, budget calculations, and must disclose at the meeting that this restriction applies to them. A failure to comply with these requirements is a criminal offence under section 106 of the Local Government Finance Act 1992.*
- (4) *Officers must disclose interests in accordance with Council Standing Order 44.*

### **3. MINUTES**

**Recommended –**

**That the minutes of the meeting of the Trustees held on 30 November 2023 be signed as a correct record.**

(Yusuf Patel – 07970 411923 / Jane Lythgow 07970 411623)

### **4. INSPECTION OF REPORTS AND BACKGROUND PAPERS**

(Access to Information Procedure Rules – Part 3B of the Constitution)

Reports and background papers for agenda items may be inspected by contacting the person shown after each agenda item. Certain reports and background papers may be restricted.

Any request to remove the restriction on a report or background paper should be made to the relevant Strategic or Assistant Director whose name is shown on the front page of the report.

If that request is refused, there is a right of appeal to this meeting.

Please contact the officer shown below in advance of the meeting if you wish to appeal.

(Yusuf Patel – 07970 411923 / Jane Lythgow 07970 411623)

## B. BUSINESS ITEMS

### 5. MEMBERSHIP OF SUB-COMMITTEES

The Committee will be asked to consider recommendations, if any, to appoint Members to Sub-Committees of the Committee.

(Yusuf Patel – 07970 411923 / Jane Lythgow 07970 411623)

### 6. THE CHARLES SEMON EDUCATIONAL FOUNDATION TRUST AND THE ALLOCATION OF GRANT FUNDING 1 - 8

The Strategic Director of Children's Services will submit a report (**Document "I"**) which provides an update on the current position and intended grant allocations from The Charles Semon Educational Foundation Trust.

Established in 2003, following sale of a convalescent home and associated land, the income generated from this sale, as stipulated in the deeds of the then owners, was split between Bradford Girls School, Bradford Grammar School and the Local Education Authority. This report focuses on the Local Education Authority element of the fund.

#### **Recommended –**

- (1) **That members acknowledge and approve the proposals outlined in Appendix A to Document "I" for the allocation of grant funding from The Charles Semon Educational Foundation Trust for 2023-24 and 2024-25.**
- (2) **That the members receive an updated report in February 2025 that reports back to the committee the outcomes from the proposal and that further outlines the intended allocation of grant funding from The Charles Semon Educational Foundation Trust for the future.**

(Heather Wilson/ Sharon Sanders - 01274 431781)

### 7. THE PEEL PARK CHARITY 9 - 62

The Strategic Director of Place will submit a report (**Document "J"**) which request Trustees of The Peel Park Charity (Charity Registration #523509) to hold a music event in Peel Park and whether, given the restriction on the sale of alcohol in the park, whether they agree to alcohol being consumed there.

#### **Recommended –**

**The views of the Trustees on the options set out in Option 9 to Document "J" are requested.**

(Michael Priestley – 01274 432685)



## **Report of the Strategic Director of Children's Services to the meeting of Regulatory and Appeals Committee to be held on 29<sup>th</sup> February 2024**

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### **Subject:**

**The Charles Semon Educational Foundation Trust and the allocation of grant funding.**

### **Summary statement:**

This report provides an update on the current position and intended grant allocations from The Charles Semon Educational Foundation Trust.

Established in 2003, following sale of a convalescent home and associated land, the income generated from this sale, as stipulated in the deeds of the then owners, was split between Bradford Girls School, Bradford Grammar School and the Local Education Authority. This report focuses on the Local Education Authority element of the fund.

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Director  
Mariam Haque  
Childrens Services

**Portfolio:**

Report Contacts: Heather Wilson/  
Sharon Sanders

**Overview & Scrutiny Area:  
Regulation and Appeals Committee**

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## 1. SUMMARY

- 1.1 This report provides an update on the current position and intended grant allocations from The Charles Semon Educational Foundation Trust.

Established in 2003, following sale of a convalescent home and associated land, the income generated from this sale, as stipulated in the deeds of the then owners, was split between Bradford Girls School; Bradford Grammar School and the Local Education Authority. This report focusses on the Local Authority element of the fund.

## 2. BACKGROUND

- 2.1 City of Bradford Metropolitan District Council are Trustees of The Charles Semon Educational Foundation Trust (Charity Number 1095912). The Trustee function is devolved to the Regulatory and Appeals Committee of the Council.

- 2.2 The object of the foundation is to promote the education of persons who:

1. Are under the age of 25 and
2. Are in need of financial assistance and
3. Are resident in the area of benefit (defined as Bradford Metropolitan District) and
4. Have attended, at any time, as a pupil of any school within the area of benefit.

The proposals outlined in this report fully align and further the charitable purposes of The Charles Semon Educational Foundation Trust.

- 2.2 The Charles Semon Educational Foundation Trust has previously looked to allocate grant funding from income from investments and interest on bank balances. However, for a number of years (in part due to Covid), the Trust was not able to allocate grant funding, so the income has accumulated resulting in an increased amount of funds being available for use in this financial year (2023-24) and the next financial year (2024-25), after which the funds available each financial year will reduce.

- 2.3 The delay in the allocation of grant funding of The Charles Semon Educational Foundation Trust has been communicated to The Charity Commission, who recognised the impact of Covid and of the need for a recovery period. The Charity Commission acknowledged the pause in grant allocations and agreed to review grant allocations within the next 12 months to ensure we are bringing this back on track.

- 2.4 There has been a long-standing intention to allocate grant funding to further the opportunities for young people who had in some way been disadvantaged in education and who had missed mainstream opportunities, ensuring these young people are given priority in the delivery of activity provided under the allocation of this funding.

## **EQUALITY & DIVERSITY:**

The allocation of grant funding from The Charles Semon Educational Foundation Trust, whilst complying with the charity objectives, will ensure, demonstrate, and have due regard to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct that is prohibited by or under the Equality Act 2010
- Reduce inequalities in educational attainment
- Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it
- Foster good relations between people who share a relevant protected characteristic and persons who do not share it

### **3. OTHER CONSIDERATIONS**

3.1 There are no other considerations in relation to this grant funding allocation.

### **4. FINANCIAL & RESOURCE APPRAISAL**

4.1 The total net assets of The Charles Semon Educational Foundation Trust as at 31.03.2023 were £714,982.81, including accrued income from investments and interest on bank balances of £312,672.08.

The income from investments and interest on bank balances accrued in the period from 31.03.2004 to 31.03.2023 was £256,702.84, and further income from investments and interest on bank balances will be received in 2023-24 and 2024-25.

The proposal for the allocation of grant funding that is included in Appendix A outlines total expenditure of £85,099 for the financial year 2023-24 and £83,000 for the financial year 2024-25.

### **5. RISK MANAGEMENT AND GOVERNANCE ISSUES**

5.1 There is no significant risk arising out of the allocation of grant funding from the Trust Fund to local organisations.

### **6. LEGAL APPRAISAL**

6.1 The Trustees will need to be satisfied that the applications to the trust are being awarded in the best interest of the Trust and offer value for money.

In addition, the Trustees must consider the proposal in terms of what is in the best interests of the charity. The Charity Commission Guidance (The essential trustee: what you need to know, what you need to do”, Updated 3 May 2018) advises that “Acting in the charity’s best interest means always doing what the trustees decide will best enable the charity to carry out its purposes, both now and for the future.”

The object of the charity is: to promote the education of persons who are under the age of 25; and are in need of financial assistance; and are resident in the area of

benefit (defined as “Bradford Metropolitan District”); and have at any time attended, as a pupil, any school within the area of benefit.

## **7. OTHER IMPLICATIONS**

### **7.1 SUSTAINABILITY IMPLICATIONS**

7.1.1 There are no issues for sustainability from the allocation of grant funding from the Trust Fund.

### **7.2 TACKLING THE CLIMATE EMERGENCY IMPLICATIONS**

7.2.1 There are no impacts on greenhouse gas emissions.

### **7.3 COMMUNITY SAFETY IMPLICATIONS**

7.3.1 There are no community safety implications from the allocation of grant funding from the Trust Fund.

### **7.4 HUMAN RIGHTS ACT**

7.4.1 There are no implications for the Human Rights Act with the allocation of grant funding from the Trust Fund.

### **7.5 TRADE UNION**

7.5.1 There are no implications for Trade Unions.

### **7.6 WARD IMPLICATIONS**

7.6.1 There are no ward implications.

### **7.7 AREA COMMITTEE LOCALITY PLAN IMPLICATIONS**

7.7.1 There are no Area Committee Locality Plan implications – the proposals support the statutory guidance for local authorities in “Securing Sufficient Services to Support Young People’s Well-being”.

### **7.8 IMPLICATIONS FOR CHILDREN AND YOUNG PEOPLE**

7.8.1 The Proposals outlined will directly benefit young people, opening new opportunities to increase learning and provide experiences outside of the classroom. Specifically delivered in an outdoor education environment, the young people who participate in these will be identified from across the Bradford district, in line with the criteria of The Charles Semon Educational Foundation Trust.

### **7.9 ISSUES ARISING FROM PRIVACY IMPACT ASSESMENT**

7.9.1 There are no implications arising from privacy impact assessment. The method employed to manage the proposals and reporting of activity of the Trust-supported activity will pay due regard to GDPR.



**8. NOT FOR PUBLICATION DOCUMENTS**

8.1 None

**9. OPTIONS**

9.1 None

**10. RECOMMENDATIONS**

10.1 That members acknowledge and approve the proposals outlined in Appendix A for the allocation of grant funding from The Charles Semon Educational Foundation Trust for 2023-24 and 2024-25.

10.2 That the members receive an updated report in February 2025 that reports back to the committee the outcomes from the proposal and that further outlines the intended allocation of grant funding from The Charles Semon Educational Foundation Trust for the future.

**11. APPENDICES**

11.1 Appendix A – The outline proposal for allocation of grant funding from The Charles Semon Educational Foundation Trust for the delivery period 2023-2025

**12.1 Background Documents**

None

## Appendix A

### Outline Proposal for Allocation of Grant Funding from The Charles Semon Educational Foundation Trust for the delivery period of 2023-2025

#### Proposal

The proposal outlined is one that sees a delivery collaboration between the Bradford Children and Families Trust and City of Bradford Metropolitan District Council's Childrens Services Department. This collaboration ensures that the delivery is achievable; able to be monitored; evidenced for charitable purposes; and that the distribution of the offers are far reaching to ensure the widest possible access for eligible beneficiaries whilst remaining committed and aligned to the objectives of the charity.

The outline proposals are:

#### 2023-2024

1. Provision of 8 residential experiences for cohorts of up to 12 young people with additional needs, learning disabilities, poor mental health or other identified vulnerabilities that means they have missed educational learning opportunities outside of the classroom in an outdoor environment.

Delivery timetable for these is between December 2023 and March 2024.

Staffing is provided at the appropriate level to enable young people to fully engage with the outdoor offer – this is envisaged to be at least 3 experienced practitioners who are well-known to the visiting group and who already have a relationship with the young people who are to take part in the experience.

Staff at the outdoor education centre of Buckden House will build a bespoke programme of activity to enable all group members to take part in a shared experience for the duration of the residential experience.

Residential experiences would run from Friday evening to Sunday late afternoon and would include activity offers across all parts of the weekend – as outlined in the table below.

Friday evening	Saturday morning	Saturday afternoon	Saturday evening	Sunday morning	Sunday afternoon
Activity provided by Youth Work practitioners / Support staff	Activity provided by outdoor education specialists	Activity provided by outdoor education specialist	Activity provided by Youth Work practitioners / Support staff	Activity provided by outdoor education specialists	Activity provided by outdoor education specialists

Accommodation would be at the outdoor education centre Buckden House and would be a self-catering arrangement. The provision of self-catering boxes for young people will ensure ease of use – this will include Breakfast boxes, packed

meals and snacks throughout the residential experience. The Saturday evening meal will be provided as a hot meal suitable to meet the dietary requirements of the visiting groups.

Transport will be provided to the young people to travel as one group – in the main this would be provided in the form of a minibus with a separate vehicle for the transportation of luggage and personal items.

Equipment required to take part in the outdoor experiences will be provided by the outdoor education centre, ensuring that they have adequate specialist equipment to enable the individuals participating to share the experiences as one group, and without any segregation.

Bedding will also be provided by the outdoor education centre.

Buckden House has extensive grounds that are fully accessible and has low level play equipment on site that can be utilised by the visiting groups.

There are also localised trails and walks that can be used, including a photo trail of the local village.

Description	Cost
Cost of outdoor learning / use of Buckden House and instructional staff x 2	£4,000
Additional instructional staff member to meet bespoke needs	£300
Youth and support work staffing x 3	£1,650
Additional support staff member to meet bespoke needs (signers etc)	£300
Transport – minibus and van and fuel with driver (Specialist transport as reqd)	£750
Catering package for 18 people (young people and staffing)	£1,000
Additional resources to support engagement (balls with bells / tactile maps etc)	£600
Laundry hire / cleaning service	£310
<b>Total cost per residential</b>	<b>£8,910</b>

X 8 residentials

**Total £71,280**

- Alongside this we would look to provide a number of single day activities for young people for who are not yet ready to spend an overnight away from the home.

This would see smaller groups of 5-6 young people coming together to share an outdoor learning experience. We would be looking to have more localised delivery to reduce the impact the journey time would take on the activity delivery and to make this more accessible for young people who are less able to manage longer journeys.

Each day would require 3 staff members to support the young people, who we would target due to their complexity of support need, to work alongside outdoor instructional staff.

Description	Cost
Instructional staff member to meet bespoke needs	£300
Youth and support work staffing x 3	£650
Additional support staff member to meet bespoke needs (signers etc)	£150

Transport – minibus and van and fuel with Driver (Specialist transport as reqd)	£120
Catering package	£150
Additional resources to support engagement (balls with bells / tactile maps etc.)	£100
<b>Total Cost per specialist day</b>	<b>£1,470</b>

X 6 delivery days **Total £8,820**

3. We are proposing to purchase a “para trekker”, which is an off-road, all-terrain wheelchair that will ensure long-term and increased accessibility for a wider cohort of children and young people who visit the centre in the future. Cost of such equipment and lack of availability of this sort of equipment in the centre is one of the reasons some children have previously not been able to fully engage alongside their peers.

**Total £4,999**

**Delivery of outdoor learning packages for 2023-24 would total £85,099.**

### **2024-2025**

During 2024-25 we would look to replicate the offer of outdoor learning packages, as outlined above, identifying new cohorts of young people to participate in the 2024-25 offers. We would intend to offer both single day and full residential / overnight experiences as outlined above.

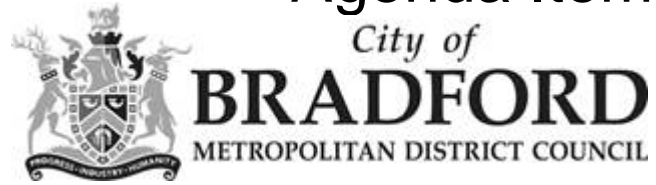
We would not envisage the need for additional equipment as any items used in delivery in the 2023-24 period would be able to be reallocated to support 2024-25 delivery.

**Our planned delivery for 2024-25 would total £83,000 across the programme delivery which replicates costs for 2023-24, plus a 4% increase.**

Heather Wilson  
Youth Services Development Manager  
Bradford Children and Families Trust

Sharon Sanders  
Programme Manager  
City of Bradford Metropolitan  
District Council

December 2023



## Report of the Strategic Director of Place to the meeting of Regulatory and Appeals sitting as Corporate Trustees to be held on 29<sup>th</sup> February 2024

J

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### Subject:

Request to the Trustees of **The Peel Park** Charity (Charity Registration # 523509) to hold a music event in Peel Park and whether, given the restriction on the sale of alcohol in the park, whether they agree to alcohol being consumed there.

### Summary statement:

Peel Park is held in charitable trust. The name of the registered charity at the Charity Commission is 'The Peel Park' (charity number: 523509). The charity's governing document is the 1863 Conveyance, referred to below, which contains the charitable objects/purposes. The main purposes are:-

*"1. PUBLIC WALK, PARK AND PLAYGROUND. 2. UNTIL (AND IN SO FAR AS THE SAME SHALL NOT BE) REQUIRED TO PURCHASE FURTHER LAND TO BE HELD FOR THE CHARITY, THE CLEAR INCOME THEREOF SHALL BE APPLIED IN OR TOWARDS THE MAINTENANCE REPAIR AND IMPROVEMENT OF THE LAND AND THE BUILDINGS THEREON BELONGING TO THE CHARITY"*

City of Bradford Metropolitan District Council ("the Council") is the corporate charity trustee who is responsible for the general control and maintenance of the administration of the charity 'The Peel Park'. All discussions/decisions are made through the Regulatory and Appeals Committee (R&A Committee) who discharge the functions of the Council in its capacity as charitable trustee and make decisions under the Charities Act 2011. The R&A Committee (as Trustees) need to be satisfied that any decision which affects the charity is in the best interests of the charity and not the Council.

### EQUALITY & DIVERSITY:

The report supports the Bradford District Equality Objectives and Equality Plan 2021 – 2025

- Improving the way we work to help everyone
- Working better with our communities

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David Shepherd  
Strategic Director of Place

**Portfolio:** Healthy People and Place

Report Contact: Michael Priestley  
Administrator to the Trust  
Phone: (01274) 432685  
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**Overview & Scrutiny Area:**  
Regeneration and Environment

## 1. SUMMARY

Request to the Trustees of **The Peel Park** Charity (Charity Registration # 523509) to hold a music event in Peel Park and whether, given the restriction on the sale of alcohol in the park, whether they agree to alcohol being consumed there.

## 2. BACKGROUND

Officers from Bradford 2025 City of Culture have approached the Trustees with regard to holding a concert in Peel Park. The event will be held over three days, and it is hoped to attract up to 90,000 visitors over that time. The organisers of the event will require the site for up to a month spread either side of the weekend to allow for the build up and take down of the event infrastructure. The event will be a free event, however income will be made from food concessions and alcohol sales to ensure the event is viable.

The Council is the registered proprietor of Peel Park Bradford, which is registered under title number WYK 914293, as charity trustee.

Referred to in the register of title number WYK914293 is a Conveyance dated 7th November 1863 made between (1) William Brook Addison and Henry Brown and (2) The Mayor Aldermen and Burgesses of the Borough of Bradford. Peel Park was conveyed to the Council on trust as therein provided in the 1863 Conveyance which contains various restrictions/provisos on the use of Peel Park in some way for the benefit of another's land.

The 1986 Conveyance, inter alia, contains a proviso as follows:

*PROVIDED ALWAYS that on **no occasion and on no day** in the year shall it be lawful for the said corporation or their successors to **sell or permit any person or persons to sell intoxicating liquors** of any kind whatever at in or upon the said Peel Park or any part thereof or in or at any refreshment room or other building therein or thereon or in any part thereof.*

Moreover, the 1926 City of Bradford Illustrated Handbook of the Bradford City of Parks, Recreation Grounds and Open Spaces records the following:

....was conveyed to the corporation by a deed dated 7th November 1863, In addition to the usual recitals and operative conveyancing clauses, the deed embodied the following Trusts: " **That on no occasion, and on no day in the year, shall it be lawful for the corporation to sell, or permit any person or persons to sell, intoxicating liquors of any kind whatever at, in, or upon the park or any part thereof, or in or at any Refreshment Room or other building therein or thereon , or any part thereof.**"

However, as part of the City of Culture 2025 the Council wishes to hold a concert in Peel Park which needs to have alcohol sales to make it viable. The concert would be over the May bank holiday weekend 2025.

Accordingly, the Council, as charitable trustee, requires specialist advice in this matter to enable the Trustees to make an informed decision regarding the concert. To that end, Counsel has been engaged, at no cost to the charity, and are in attendance today to advise Trustees and answer any questions.

### **3. OTHER CONSIDERATIONS**

- The Trustees must also consider whether holding such an event is in the best interest of the trust and its outcomes.
- If financial recompense should be requested, and to what level that should be, to be used to deliver the outcomes of the charity.
- The Trustees must consider if the closing of part of park is acceptable to the trust document.

The event usually takes place on the final bank holiday in May. The site will be required for around 1 month in total for set up and take down. The concert will look to accommodate 30K people per day on Friday (TBC), Saturday and Sunday.

### **4. FINANCIAL & RESOURCE APPRAISAL**

The only financial issues arising from this request is the level of recompense that may be levelled at the applicant for the use of the park.

### **5. RISK MANAGEMENT AND GOVERNANCE ISSUES**

The Committee must consider the request in terms of what is in the best interests of the charity. Charity Commission Guidance advises that this means. "Acting in the charity's best interest's means always doing what the trustees decide will best enable the charity to carry out its purposes, both now and for the future."

### **6. LEGAL APPRAISAL**

The Trustees, at no expense to the Charity, have engaged Counsel who is conversant with Charity Law and have sought the following advice:

1. Advise the charitable trustees generally in the matter in the light of the above
2. Whether the 1863 Conveyance in any way restricts/prohibits/fetters the Council's intention to hold a concert in Peel Park and the need to have alcohol sales to make it viable.
3. If there are restrictions which fetter the Council's proposed intentions, whether (i) such restrictions are still enforceable and by whom and (ii) whether it would be possible to remove the same

4. Whether there are any other charitable/open space implications which would affect the Council's intended use of the property.
5. If Alcohol could be sold within the areas of the park that aren't covered by the Charitable covenant and then consumed within the charitable demise.

The full advice from Counsel is attached as **Appendix 1** appended to this report however in summary the advice received.

*The Council is required to make a decision in accordance with duties under the Charities Act 2011. This includes an obligation to perform and observe all conditions and directions in the governing document.*

*The governing document is **crystal** clear. There is an absolute prohibition regarding the sale of alcohol whether by the owner of the land or permitting another person to sell alcohol. The choice of the language used is emphatic, precise and repetitive. The Council as Trustee cannot use the Park to sell or allow any other person to sell alcohol. This applies to the whole of the demised land.*

*These obligations are binding upon the Council as Trustee and could be enforced by the Charity Commission. Acting in breach of the governing document is not permissible and the Council would be in breach of duty as Trustee if it did so.*

*In the event that the Council wishes to change the governing document of the charity it can make an application to the Charity Commission. However, that application would appear to be challenging in circumstances where the governing document is both clear and emphatic.*

"Following receipt of my advice as set out above the client has asked whether it can sell alcohol outside the demise and allow it to be consumed in the venue."

*In my view the covenant is clear that the prohibition is directed towards the sale of alcohol and not the consumption of it. It would have been entirely possible to prohibit the sale or consumption of alcohol on Peel Park but this is not what the governing instrument provides. Given how emphatic and detailed the prohibition was regarding the sale of alcohol it would be expected that the additions of words "or consumption" would have been included had that been the intention.*

## **7. OTHER IMPLICATIONS**

### **7.1 SUSTAINABILITY IMPLICATIONS**

There are no Sustainability Issues

#### **7.2.1 TACKLING THE CLIMATE EMERGENCY IMPLICATIONS**

There are no implications for tackling the climate emergency.

### **7.3 COMMUNITY SAFETY IMPLICATIONS**

Full event plans would be required and submitted to the Councils Safety Advisory Group (SAG)



#### **7.4 HUMAN RIGHTS ACT**

Not applicable

#### **7.5 TRADE UNION**

There are no trade union implications.

#### **7.6 WARD IMPLICATIONS**

Ward Cllrs, Officers and the wider community will be consulted should the event take place.

#### **7.7 AREA COMMITTEE LOCALITY PLAN IMPLICATIONS**

Not applicable at this stage

#### **7.8 IMPLICATIONS FOR CHILDREN AND YOUNG PEOPLE**

Not applicable at this stage

#### **7.9 ISSUES ARISING FROM PRIVACY IMPACT ASSESMENT**

None

#### **8. NOT FOR PUBLICATION DOCUMENTS**

None

#### **9. OPTIONS**

1. Disregard the wording within the Peel Park charity conveyance and agree to the event taking place and sell alcohol in the demise of the Peel Park charity land.
2. Apply to the Charity Commission to change the wording and intent of the conveyance to allow the sale / consumption of alcohol in Peel Park,
3. To agree to the sale of alcohol on the non-demised land as indicated on the attached plan, Appendix 2 and consumed within Peel Park.

In addition, consider

4. To agree to the concert being staged in Peel Park subject to a reasonable level of recompense being agreed with the event organisers.

#### **10. RECOMMENDATIONS**

The views of the Trustees on the options set out in Option 9 of this report are requested.

## **11. APPENDICES**

1. Full advice from Counsel
2. Map of Peel Park showing demised area.

## **12. BACKGROUND DOCUMENTS**

1. Copy of the original conveyance dated 7th November 1863 made between (1) William Brook Addison and Henry Brown and (2) The Mayor Aldermen and Burgesses of the Borough of Bradford.
2. Title number WYK 914293 Peel Park Land Registry registration Document
3. R&A Report on Trustee Responsibilities Oct 2014

**IN THE MATTER OF  
THE PEEL PARK**

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**UPDATED ADVICE**

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**Introduction**

1. I am instructed to advise City of Bradford Metropolitan District Council (“**the Council**”) in its capacity as charitable trustee of the charity ‘The Peel Park’ (charity number: 523509). A concert is proposed in in Peel Park which will require alcohol sales and I am asked to advise whether this is permissible. Further to the provision of my advice I have been asked to consider a further matter namely whether the Council can sell alcohol elsewhere and people can then bring it onto the Park.
  
2. I am grateful to those instructing me for the helpful summary background which I have incorporated into this advice. The Council as charitable trustee requires specialist advice in this matter to enable the trustees to make an informed decision regarding the concert. In particular I am asked:
  - (1) to advise the charitable trustees generally in the matter in the light of the circumstances in my instructions;
  - (2) whether the 1863 Conveyance in any way restricts/prohibits/fetters the Council’s intention to hold a concert in Peel Park and the need to have alcohol sales to make it successful;
  - (3) if there are restrictions which fetter the Council’s proposed intentions, whether (i) such restrictions are still enforceable and by whom and (ii) whether it would be possible to remove the same;
  - (4) whether there are any other charitable/open space implications which would affect the Council’s intended use of the property.

**Background**

3. The Council is the registered proprietor of Peel Park Bradford (“**the Charity**”), which is registered under title number WYK 914293, as charity trustee. Referred to in the register of title number WYK914293 is a Conveyance dated 7 November 1863 made

between (1) William Brook Addison and Henry Brown and (2) The Mayor Aldermen and Burgesses of the Borough of Bradford Peel Park was conveyed to the Council on trust as therein provided in the 1863 Conveyance which contains various restrictions/provisos on the use of Peel Park in some way for the benefit of another's land.

4. The charity's governing document is the 1863 Conveyance which contains the charitable objects/purposes. The 1986 Conveyance, inter alia, contains a proviso as follows: "*PROVIDED ALWAYS that on no occasion and on no day in the year shall it be lawful for the said corporation or their successors to sell or permit any person or persons to sell intoxicating liquors of any kind whatever at in or upon the said Peel Park or any part thereof or in or at any refreshment room or other building therein or thereon or in any part thereof.*"
5. Moreover the 1926 City of Bradford Illustrated Handbook of the Bradford City of Parks, Recreation Grounds and Open Spaces records the following: "*...was conveyed to the corporation by a deed dated 7th November 1863, In addition to the usual recitals and operative conveyancing clauses, the deed embodied the following Trusts: " That on no occasion, and on no day in the year, shall it be lawful for the corporation to sell, or permit any person or persons to sell, intoxicating liquors of any kind whatever at, in, or upon the park or any part thereof, or in or at any Refreshment Room or other building therein or thereon , or any part thereof."*
6. The Council is the corporate charity trustee who is responsible for the general control and maintenance of the administration of the charity 'The Peel Park'. All discussions/decisions have to go through the Regulatory and Appeals Committee (R&A Committee) who discharge the functions of the Council. The R&A Committee need to be satisfied that any decision which affects the charity is in the best interests of the charity and not the Council.
7. As part of the City of Culture 2025 the Council wishes to hold a concert in Peel Park which needs to have alcohol sales to make it successful. The concert would be over the May bank holiday weekend 2025.

### **Advice**

8. The Council is required to make a decision in accordance with duties under the Charities Act 2011. This includes an obligation to perform and observe all conditions and directions in the governing document.
9. The governing document is **crystal** clear. There is an absolute prohibition regarding the sale of alcohol whether by the owner of the land or permitting another person to sell alcohol. The choice of the language used is emphatic, precise and repetitive. The Council as Trustee cannot use the Park to sell or allow any other person to sell alcohol. This applies to the whole of the demised land.
10. These obligations are binding upon the Council as Trustee and could be enforced by the Charity Commission. Acting in breach of the governing document is not permissible and the Council would be in breach of duty as Trustee if it did so.
11. In the event that the Council wishes to change the governing document of the charity it can make an application to the Charity Commission. However, that application would appear to be challenging in circumstances where the governing document is both clear and emphatic.

### **Further Advice**

12. Following receipt of my advice as set out above the client has asked whether it can sell outside the demise and allow it to be consumed in the venue.
13. In my view the covenant is clear that the prohibition is directed towards the sale of alcohol and not the consumption of it. It would have been entirely possible to prohibit the sale or consumption of alcohol on Peel Park but this is not what the governing instrument provides. Given how emphatic and detailed the prohibition was regarding the sale of alcohol it would be expected that the additions of words “or consumption” would have been included had that been the intention.
14. I have considered the analogy of covenants in leases and note that Woodfall considers the distinction between the sale of alcohol on premises and elsewhere in the context of landlord and tenant obligations at 11.215. The paragraph includes the following: *There*

*is a conflict of authority whether a covenant not to use a house as a beer-shop or public-house is broken by the sale of beer not to be drunk on the premises under an off-licence.<sup>2</sup> A covenant not to use property as a beer-shop is broken by the sale of beer for consumption off the premises.”* The case cited is *Sood v Barker* [1991] 1 E.G.L.R. 87.

15. In *Bishop of St. Albans and Others v Battersby* (1878) 3 Q.B.D. 359 the case concerned a lease in which there was a covenant not to permit any house erected on the land as a beershop. The assignee of the lease carried out the trade as a grocer and sold beer. The issue was whether there was a breach of covenant. It was held that the covenant was broad enough to cover sale of alcohol as well as consumption on the premises. However, as noted by Woodfall:

*“Carrying on the business of a “retail brewer” has been held to be no breach of a covenant not to carry on the business of a common brewer or retailer of beer. A covenant made in 1854 not to use the trade or calling of a seller by retail of “wine, beer, spirits or spirituous liquors ” was held not to be broken—or at any rate broken so far as to justify an injunction—by the sale of wine and spirits in bottle by a grocer, under the Revenue (No. 1) Act 1861, on the ground that, at the time the covenant was made, this would not have been a selling by retail. A covenant not to use or follow the trade of a publican has been held not to be broken by trading on the premises as a licensed spirit grocer. But in another case the tenant of a theatre bought land adjoining the theatre which was subject to a covenant that the trade of an innkeeper, victualler, or retailer of wine, spirits or beer should not be carried on there. On this land he erected a building which afforded convenient egress from the theatre, but on each floor of which he set up a counter for selling wine, spirits and beer. The counter could not be approached from the outside, but any person who paid for admission to a play at the theatre could buy refreshments there. The tenant of the theatre was restrained at the suit of purchasers of other lots bought from the same vendors. The expression “vintner” in such a covenant has been held to apply to a person selling wine not to be drunk on the premises.”*

16. Notwithstanding the range of authorities regarding breach of covenant it is my view that it would have been perfectly simple for the governing instrument to have provided for a prohibition against the consumption of alcohol or permitting the consumption of alcohol in the park. The governing document cannot control what the Council do elsewhere. It can only prohibit the consumption of alcohol on the demised land. In my view a proper construction of this document is that it does not prohibit the consumption of alcohol on the land and cannot control what the Council does elsewhere.

17. Accordingly, I am of the view that the client can sell alcohol outside the demise and allow it to be consumed in the venue (subject to addressing matters of licencing). However, I must emphasise that this is my opinion. I consider that there would be a very good prospect of the Council arguing that it was not in breach of the governing document but that is not a certainty.

### **Conclusion**

18. In these circumstances I consider that the Council is bound to act in accordance with the governing document unless or until it is varied. However, I do not consider that the governing instrument prohibits the consumption of alcohol on the demised land. If I can assist further those instructing should not hesitate to contact me.

Kerry Bretherton KC  
11 December 2023

**IN THE MATTER OF  
THE PEEL PARK**

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**ADVICE**

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**City of Bradford Metropolitan  
District Council  
Department of Corporate Resources**

**Room 301, 3<sup>rd</sup> Floor, City Hall,  
Bradford, BD1 1HY**

**Denise Mawbey  
Legal Officer  
Property Commercial and  
Development  
Mobile: 07582 102274**

**Ref: Leg/pcd/dm/peel park/406892**

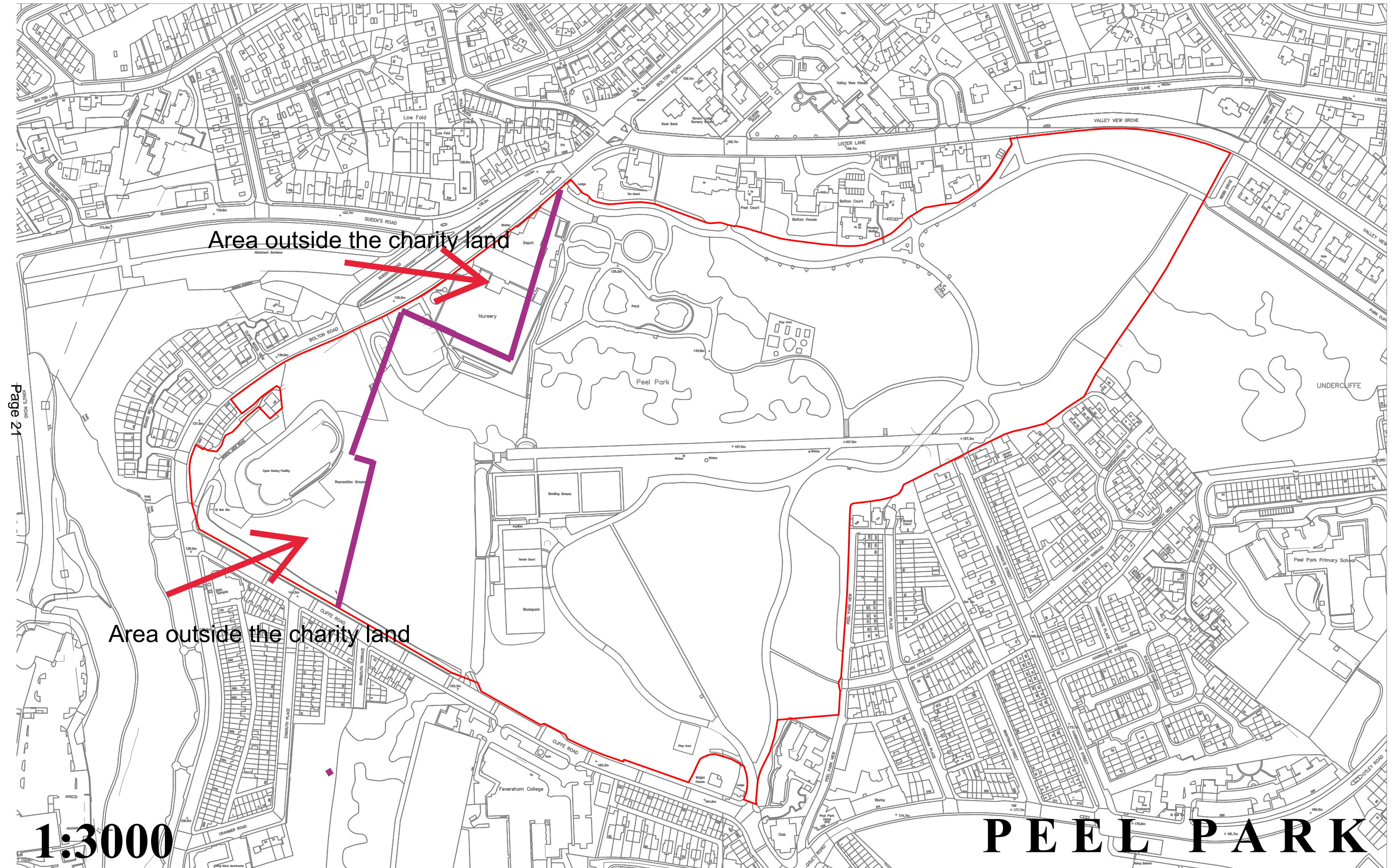


Area outside the charity land

Area outside the charity land

1:3000

PEEL PARK



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George Dyer and Grant release and convey unto the said William Brook  
Addison and Henry Brown their heirs and assigns ALL their capital messuages  
situate in Bolton in the Parish of Gledelley in the said County then in  
the occupation of the said Sarah Elizabeth Bolton with the farmhouses barns  
gardens sheds out-offices and buildings gardens and orchards hereto  
belonging and also all those other messuages of land and the same called  
Green Lane situate in Bolton aforesaid belonging to and usually enjoyed  
with the said messuages containing together twenty seven acres three rods  
and thirteen poles AND ALSO ALL those other messuages of land containing  
together nine acres two rods and twenty six poles situate in the  
Parish of Gledelley aforesaid and then in the occupation of Benjamin  
Holmes AND ALL the other messuages heretofore mentioned situate  
in Bolton AND ALL those other messuages of land containing  
together six acres one rod and twenty seven poles situate in Gledelley  
aforesaid then in the occupation of the said Benjamin Holmes and all  
other messuages of land situate in Bolton aforesaid on the north side of Bolton Lane  
containing two acres and twenty nine poles then in the occupation of  
the said George Dyer and Grant releasing and conveying certain rights  
of messuages granted by an indenture of release dated the twentieth day of  
December one thousand eight hundred and twenty five made between William  
Newson of the one part George Thompson later of the second part AND ALL the  
other parts of the said part 1 also another parcel of land containing  
three rods and thirty six poles situate in the Township of Gledelley  
Bolton AND ALL other the messuages then forming part of the Bolton House

Handwritten mark





Notes at which said mortgage lands and hereditaments are delineated on the map or plan in the first Schedule to these presents and thereon coloured pink and the FOURTH with the apartments TO HOLD the same UNO the said William Brook Addison and Henry Brown their heirs and assigns to such uses and for such trusts intents and purposes as the said William Brook Addison and Henry Brown by any deed or Deeds should from time to time direct AND in default of such joint direction limitation or appointment and so far as any such joint direction limitation or appointment (if incomplete) should not extend to such uses and upon and for such trusts intents and purposes as the said William Brook Addison and Henry Brown by any deed or Deeds should from time to time direct AND in default of such joint direction limitation or appointment and so far as any such joint direction limitation or appointment (if incomplete) should not extend to the use of the said William Brook Addison and Henry Brown their heirs and assigns for ever AND IN THE MEAN WHILE by an indenture bearing date the 10th day of June One thousand eight hundred and fifty three made between Richard Shaw of the one part and the said William Brook Addison and Henry Brown of the other part in consideration of the sum of three thousand pounds to the said Richard Shaw paid by the said William Brook Addison and Henry Brown the said Richard Shaw did grant release and convey into the said William Brook Addison and Henry Brown and their heirs ALL THAT MESSAGE or hereditaments and other entitlements thereto belonging formerly known by the





name of the Berker and AND ALSO ALL THOSE the closes of land formerly  
part of the said estate called Berker and then occupied with the  
said houses or farmhouses by Benjamin Bellok together with the lane  
or road running along the eastern side of three of such last mentioned  
the closes of land called the Horse Field Oxloke Field and Low  
Field and the whole of which said the closes and the site of the said  
messuage and buildings and also the said lane were in the said adventure  
now in vesting conveyed in evidence upon each other and as bounded  
on the North and West sides thereof by land then recently purchased by  
the said William Brook Addison and Henry Brown the trustees under  
the will of the late Richard Tolson Baguire (meaning thereby the said  
lands conveyed by the said Baguire vested in virtue of the first day  
of May one thousand eight hundred and fifty three) on the South by a  
certain lane there called Oxloke Lane and on the West by land belonging  
to Daniel Siddons and partly by other parts of the land  
purchased as aforesaid from the trustees of the late Richard Tolson  
AND the whole of which closes and lands with the site of the said  
buildings and the said lane contained in the whole sixteen acres one rood  
and four perches and are contained on the said map or plan in the first  
Schedule to these presents and the same distinguished by a green colour  
TOGETHER with the apartments DO HOLD the same unto the said William  
Brook Addison and Henry Brown their heirs and assigns to such and the  
same uses intents and purposes as are contained in the heretofore

Handwritten initials and scribbles.





to be made as to whether the land of the said and also to the south  
lying upon consideration between the said and the other  
of land thereby conveyed or some part thereof AND ALSO the right of  
by the said William Brown and Henry Brown upon the said plot  
and certain other and along the road thereinafter conveyed to be made  
of way and passage at all times and for all purposes with horses and  
of the said plot of land thereby conveyed a tree and undisturbed right  
point of the land of the said and also situate to the south and west  
other and Henry and William and the others and co-owners for the time  
appurtenant to the said and the other and the other and the other and  
herein distinguished by a yellow colour NOTWITHSTANDING with the  
on the said map or plan in the said schedule to these presents and  
by other lands of the said and also and more particularly delineated  
the highway leading from the road to the south and west  
on the other side bounded on the north by the line on the north by  
Compart of the said and also containing by measurement the two rods  
herein and also piece of parcel of land situate at undivided in the  
and convey into the said William Brown and Henry Brown and their  
consideration thereof mentioned the said and also the said release  
of the said William Brown and Henry Brown and for the nominal  
conveyance and release thereon in the said indenture contained on the part  
addition and Henry Brown of the other part in consideration of certain  
made between and also of the one part and the said William Brown  
twenty third day of September one thousand eight hundred and fifty four  
fifty three and also by an indenture bearing date the  
twenty first day of the first day of May one thousand eight hundred and

28/1/1854





and that ~~shall~~ thereof as the said Anne Giler her heirs or assigns should deem advisable to hold the same unto the said William Brook addison and Henry Brown their heirs and assigns to such and the same uses intents and purposes as are contained in the heretofore recited indenture bearing date respectively the twenty seventh day of December one thousand eight hundred and fifty three the first of such indentures made between the said William Brook addison and Henry Brown of the one part and George Addison of the other part the tenor of such indentures made between the said William Brook addison and Henry Brown of the first part Thomas Dewhurst of the second part and Thomas Dewhurst James Leeming of the third part the three of such indentures made between the said William Brook addison and Henry Brown of the first part William Henry Rawson of the second part and John Rawson of the third part and the fourth of such indentures made between the said William Brook addison and Henry Brown of the one part and Charles Drake of the other part AND ALSO by another indenture bearing date the thirtieth day of December one thousand eight hundred and fifty one made between the said William Brook addison and Henry Brown of the first part and William Rawson of the second part respectively delineated in the map or plan several plots of land and hereditaments in the same several indentures mentioned the said William Brook addison and Henry Brown did convey the second part for the consideration in the said indenture respectively

21/12/53  
 21/12/53





The number of each of the lots and a receipt should pay

and there produced and there shall be the following that is to say that

and that I, and a receipt should be given to certain conditions of sale then

Noting that the said lots were put up for sale at the said auction

description contained in the particulars of the said sale

Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 respectively by certain

Another several portions were on the said map or plan as Lot 1

there) on the day of the said sale but not put up for sale by

Indemnity of the said day of the said sale and the said

and William Brock Addison and Henry Brown by the said

(The said Henry Brown and the said William Brock Addison being

and Henry Brown being named in the said map or plan as Lot 1

and the said Henry Brown being named in the said map or plan as Lot 1

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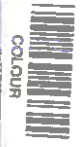
and the said Henry Brown being named in the said map or plan as Lot 1

1853  
11/11/1853  
11/11/1853





and it was by the said conditions also provided that the purchasers  
 Park for erecting buildings on the said lands or making drains  
 the power of selling any other lot or lots on the borders of the  
 portion made of laying out the Park and any reserved to themselves  
 and provided that the vendors did not place themselves to any  
 as a public Park and pleasure grounds with Plantations Road Drives  
 situate in the South of Lot 1, 2, 3, 4 and 5 should be laid out  
 was stated that it was the intention of the vendors that the land  
 a reference to such part of conditions and in the said conditions it  
 purchasers should benefit to be inserted in their respective conveyances  
 of the conditions mentioned in the said conditions and that such  
 vendors a bond of good faith with the vendors for the due performance  
 purchaser of such lot 1, 2, 3, 4 and 5 should be a party to and  
 to be decided by the vendors their heirs and assigns and that the  
 be placed thereon the direction and position of such main drain  
 from their respective lots and the buildings thereon or therefor to  
 drain or sewer for the purpose of carrying away the water and soil  
 and should have the right of making and communicating with such  
 as such drain should be co-extensive with their respective lots  
 Boston House should be intended to be appropriated) so far  
 purchasers should that part of the pleasure grounds attached to  
 the then proposed West Park (so far as the Park it was by the said  
 regarding (as required for a public Park and pleasure grounds with  
 to the vendors their heirs or assigns the expense of making and





of Lots 1, 2, 3, 4 and 5 should have rights of carriage, horse and footway  
 through the said park when so laid out but not for other purposes or ways  
 or for persons bearing burdens and carrying parcels at such hours as the  
 said park should be open to the public but subject to such bye laws  
 rules and regulations as should from time to time be made by those having  
 the control of the park for the purpose of preserving order and decency  
 promoting safety and an embellishing and maintaining the character of  
 the park as a place of public recreation and at other hours subject to  
 such payments as laws rules and regulations as should from time to time  
 be required and made by those having such control as aforesaid and that  
 the deed of trust under which the said park should be dedicated to  
 public purposes should contain a reference to the said deed of trust in  
 and the said deed of trust should be executed by the respective  
 purchasers of the same time as their respective conveyances were  
 executed by the vendors and reciting that the said George Addison as  
 the said sale was the purchaser of lots 1 and 2 and that at the said  
 sale lot 3 was not disposed of and then still remained the property  
 of the said Addison and Henry Brown and that the said  
 Charles Brock was the purchaser of the said lot 3 and  
 that the said Henry Brown was the purchaser of lot 6 and the  
 said Brock was the purchaser of lot 6 and reciting that for  
 the purpose of carrying out the said provisions contained in the said  
 partition of the said land and of the said George Addison  
 had agreed to enter into an agreement in which the said lot 3 should be













of the aforesaid agreement and in consideration of the premises the said  
 William Brock Abston and Henry Brown DO hereby grant and convey assigned  
 and transfer unto the said Corporation their successors and assigns all that  
 piece or parcel of land or ground now known and laid out as a public  
 park or recreation ground and called or known by the name of the Peck Park  
 situate partly in the Township of Bolton in the said Parish of St. Peter  
 and partly in the County and Parish of Bradford aforesaid both in the County  
 of York bounded on the West and South East by property belonging to the  
 Bradford Free Grammar School Joshua Pollard and George Pollard Isaac  
 Wright and the Bradford Land Society and on the East and South East by  
 a public highway called the Old Road to the Bradford Works on the West  
 and South by property belonging to the said Ann Giles and occupation road  
 called Little Lane and property belonging to the said Joshua Pollard and  
 George Pollard Joseph Jackson and the Bradford and Leeds and Halifax  
 Road and on the North by property now or lately belonging to the said Charles  
 Duffell Esq. William Wilson George Abston and William Henry Rawson and  
 by a public highway called Bolton Lane and all and every the entrance lodges  
 gates gates and other buildings and other buildings and other buildings and  
 erections now standing in and upon the said parcel of land and also the  
 message or messages with the main line and other outbuildings now in the  
 occupation of John Jackson and hereinafter mentioned and all together by  
 agreement in an area of fifty acres and twenty seven perches or  
 thereabouts and no less in the same or capable of destination are more  
 particularly delineated and described in and by the plan contained in the  
 second schedule to these Statutes and hereinafter mentioned and also the  
 and every the entrance gates, doors, walls, fences, buildings and  
 effects belonging to the same the said William Brock Abston and Henry Brown

18/11/1911  
COLOUR



Henry Brown did hereby give and grant to each and every of the several persons parties hereto of the fourth part severally and respectively and to their heirs and assigns and assigns certain rights of land and tenements over and through certain of the lands of them the said William Brook Addison and Henry Brown conveyed to them as heretofore mentioned and in the said indenture in recital referred to by the name of the Pool Park estate the land over which the said right of road or way hereby granted and the course and direction thereof and also the said drain and water courses are more particularly delineated and shown upon the said map explain in the second schedule to these presents the said drain or water course being coloured blue

AND WHEREAS the said William Brook Addison and Henry Brown purchased the heretofore conveyed to them as at or said with the special view of providing as soon as the necessary funds could be raised a Public Park or place of recreation to be called the Pool Park and by means of the monies received from the said George Addison Thomas Denton William Henry Brown Charles Ducketts and William Higgs and the said Thomas Denton in respect of the heretofore conveyed and the right of way and drainage granted to them as aforesaid and by means of moneys raised by public subscription pursuant to the resolution of the said meeting held on the said thirteenth day of August One thousand eight hundred and fifty five and fifty six and certain subscriptions provided for the said object by them the said William Brook Addison and Henry Brown and the names of the grantors of the sum of One thousand five hundred pounds made by Her Majesty's Government the purchase monies mentioned in the heretofore recited indenture of the said day of May One thousand eight hundred and fifty three and the said day of June One





Brook and William Henry Adams and a Special Committee was appointed

body of the same name to be known as the Adams Committee

to be known as the Adams Committee and to be responsible for the same

In the opinion of the said hearing it was desirable that a report should

be made to the hearing on the 15th day of May last it was resolved that

A. H. D. and W. H. A. should be the public hearing held in Saint George's Hall

together and presents provided for such purposes by any person whatsoever

of being used as public notice or financial grounds and support or contribute

may provide materials for out plans and improvements for the purpose

Improvement Act 1880. It is enacted that the Local Board of Health

shall be incorporated with the said Bradford

Health Act 1848 and by the twenty-fourth section of the said Public

said Board of Health of Bradford be the Local Board of Health under the said

enacted that the deposit of the said Board shall within and for the

of the fifteen section of the Bradford Improvement Act 1880. It is

to these presents and the same coloured black A. H. D. W. H. A. B.

delivered and shall upon the plan contained in the second schedule

entrances, lodges and other outbuildings and offices as the same are

into and laid out as a Park or pleasure ground when the necessary

the boundary lines of the Park hereinafter mentioned have been completed

thousand eight hundred and fifty three and which are enclosed within

buildings conveyed by the said indenture of the tenth day of June one

thousand (except the messuage or farmhouse with stable and other out-

and Henry Brown and portion of the said indentures as remained

with the full sanction and approval of the said William Brook Adams

said William Brook Adams and Henry Brown have been repaid to them and

thousand eight hundred and fifty three to have been paid by them the





to consider and report in what may such Resolution could be best carried into effect and the said meeting held in said George's Hall on the sixteenth day of September last the said Committee reported and recommended that the Peal Park should be conveyed to the Mayor Aldermen and Burgesses of the said Borough of Bedford and that Burgesses that with the exception of a number of days not exceeding ten in any one year the Peal Park be used and enjoyed from sunrise to not later than one hour after sunset on all days in the week without charge preference preference or restriction whatsoever as a public walk and play ground for all persons desiring to resort thereto and conducting themselves in a peaceable and orderly manner and that the Mayor Aldermen and Burgesses of the said Borough be from time to time made of the said Mayor Aldermen and Burgesses or their successors for regulating the use and enjoyment thereof that the said Mayor Aldermen and Burgesses should determine the number of days not exceeding ten aforesaid and the particular days to be excepted referred to in the previous provision and on any or any of such excepted days it should be lawful for the said Mayor Aldermen and Burgesses assembled in aforesaid to allow the Park and to exclude all persons unauthorised to do so that the Park to be open for such purposes during such times and upon such terms of admission as they may think fit to determine that on no occasion and on no day in the year should it be lawful for the said Mayor Aldermen and Burgesses to sell or permit any person to sell intoxicating liquors of any kind whatsoever at or upon the Peal Park or any part thereof or at any refreshment room or other building thereon or any part thereof that it should not









Resolution contained in this instrument shall be deemed to be in full force and effect from the date of its adoption.

It is the intention of the Board that the provisions of this resolution shall apply to the property described in the said

Resolution and that the same shall be deemed to be a part of the original instrument and shall be deemed to be a part of the original instrument.

In or upon the same relating to the said William Brook Addison and

Brook Addison and Henry Brown and all and every the Chateaux and Estates

and whatever for donated and now relating to the said William

and agreed and agreed that the said land shall be deemed to be a part of the original instrument.

It is the intention of the Board that the provisions of this resolution shall apply to the property described in the said

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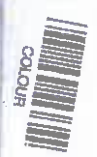
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and being taken or about the said tax and other legal matters in or any  
 part thereof FORWARDING for all other matters which will be taken up  
 matters mentioned herein in connection with the said advantages and  
 participation in the said settlements and premises belonging to the  
 also appearing or with the same or any part thereof now or hereafter  
 exercised or enjoyed or reputed or known as partners or otherwise or  
 apparent thereto and all the same rights and interests in law  
 and in equity of the said William Brock Addison and Henry Brown of and  
 in the said settlements and premises or any part thereof (subject  
 nevertheless to all such rights and claims and other advantages  
 the said settlements are now subject to under or by virtue of the  
 heretofore mentioned settlement of the twentieth day of December one  
 thousand eight hundred and twenty five the heretofore in part  
 intended of the twenty third day of September one thousand eight hundred  
 and fifty four the heretofore in part intended settlements of the  
 day of June one thousand eight hundred and fifty six the fifth and seventh  
 days of March and the fifth day of May one thousand eight hundred and fifty  
 seven and the heretofore in part intended settlements of the  
 of the twenty first day of December one thousand eight hundred and fifty  
 eight and also subject to the provisions of the heretofore in part  
 intended intended in part of the twentieth day of  
 December one thousand eight hundred and fifty three) NO PART  
 the said settlements and premises with the advantages (subject as  
 heretofore) INTO AND TO THE USE OF THE SAID CORPORATION their successors  
 and assigns for ever UNLESS OTHERWISE PROVIDED AND TO END FOR THE TERMS AND  
 purposes and also under and subject to the powers reserves and agreements









rights of the several persons heretofore mentioned to whom have been  
 apportioned by the said Division and Henry Dixon and  
 of any through the said Park ) to close the same accordingly and exclude  
 all persons therefrom or to permit the same to be open for such purposes  
 during such time and upon such terms or conditions pecuniary or otherwise  
 as the said Corporation may determine as aforesaid may determine PROVIDED  
 THAT on no occasion and on no day in the year shall it be lawful  
 for the said Corporation or their successors to sell or permit any person  
 or person to sell intoxicating liquors of any kind whatever at or upon  
 the said Park or any part thereof or in or at any refreshment room  
 or other building therein or thereon or in any part thereof PROVIDED ALSO  
 that it shall not be lawful for the said Corporation or their successors  
 except on the excepted days above mentioned to charge demand or receive  
 from any person for the use of any implements of play that shall be  
 provided at the said Park any sum of money whatever more than shall  
 be necessary and sufficient for the purpose of defraying the expense  
 incurred in the providing such implements or other things necessary to  
 any game or play and in keeping the same in repair or on any day in the  
 year to make any other matter for the use of any gymnasium in the said  
 Park PROVIDED ALSO that it shall not be lawful for the said Corporation  
 or their successors to permit any gymnasium belt alley goals or other  
 bottle or archery grounds in the said Park to be used on any game  
 to be played or carried in the said Park on any Sunday PROVIDED ALSO  
 that it shall be lawful for the said Corporation and their successors to  
 down and remove and otherwise lodge or otherwise dispose of any articles  
 houses or other buildings and erections now or hereafter standing in or upon

see 565  
 1/14/1980  
 1/14/1980





rights of the several persons mentioned to whom have been  
 specially granted by the said Billings Brook Addison and Henry Brown rights  
 of way through the said park to close the same accordingly and exclude  
 all persons therefrom or to permit the same to be open for such purposes  
 during such time and upon such terms of admission pecuniary or otherwise  
 as the said corporation or assembly or otherwise may determine. PROVIDED  
 ALWAYS that on no occasion and on no day in the year shall it be lawful  
 for the said corporation or their successors to sell or permit any person  
 or persons to sell intoxicating liquors of any kind whatever at or upon  
 the said park or any part thereof or in or at any refreshment room  
 or other building therein or the person or in any part thereof. PROVIDED ALSO  
 that it shall not be lawful for the said corporation or their successors  
 except on the express date above mentioned to charge demand or receive  
 from any person for the use of any implements of play that shall be  
 provided at the said park any sum of money whatever more than shall  
 be necessary and sufficient for the purpose of defraying the expense  
 incurred in the providing such implements or other things necessary for  
 any game of play and in keeping the same in repair or on any day in the  
 year to make any other matters for the use of any gymnasium in the said  
 park. PROVIDED ALSO that it shall not be lawful for the said corporation  
 or their successors to permit any gymnasium ball alley gutter or other  
 table or croquet grounds in the said park to be used on any game  
 to be played or carried in the said park on any Sunday. PROVIDED ALSO  
 that it shall be lawful for the said corporation and their successors to take  
 down and remove any entrance lodged in any wall or fence or to erect  
 houses or other buildings and erections now or hereafter standing in open

see 5.65  
 1/4 + 4/10/1980

COLOUR







all conveyances made for and to the use of the money in the purchase of

the said corporation of their successors for the time being shall be

AND IS IN FULL PAYMENT OF THE DEBT WHICH THE SAID REAL ESTATE SHALL BE SO SOLD

direct or indirect in order to effectuate such sale, and conveyance as aforesaid

thereof which is hereby acknowledged and admitted to be the true and correct

copy of the original and true copy of the said premises or any part or parts

thereof as aforesaid to limit, define, direct and appoint any and every

instrument herein contained and by the name of any other deed or deeds

described in any other instrument for the time being subject to the

the whole or any part or parts of the hereditaments hereinafter

herein and provisions hereinafter limited and expressed concerning

and to be binding and to take full effect in and to the said premises

and of every person named or to be named in the said instrument

it shall be lawful for the said corporation or their successors by any

and that for the purpose of effecting every or any such sale as aforesaid

said corporation or their successors for the time being shall have full

power or powers whatsoever for such sales or sales in money as to the

sale the said real estate and the interest thereon in fee simple to any

corporation or their successors to dispose of and convey by any of the said

hereby further contained and agreed that it shall be lawful for the said

said real estate or for whom any such sale as aforesaid shall be made

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and to make such alterations in the laying out and planting of the

as aforesaid and to grant and to sell the same for the said corporation and their

may be required to and sufficient in lieu of any which shall be taken down

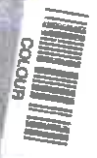
for the purpose of and complete such other buildings or erections as

the said real estate and the said corporation or their successors shall





other lands and hereditaments in fee simple in possession to be situated in the said Borough of Bradford and held for a clear and indefeasible estate of inheritance and nonover that the Corporation or their <sup>sold</sup> assigns and assigns for the time being shall be liable and answer or answer to be satisfied and assured the lands and hereditaments so to be purchased to such and the same near upon each and the same terms and for such and the same terms and purposes and with and subject to such the same powers, privileges and decorations as are hereinafter declared and in respect to the said land PROVIDED ALWAYS and it is hereby declared that any sale or sales to be made under the aforesaid power in this behalf may be made at least by Public Auction or Private Contract in one or more lots and with such conditions and stipulations containing bidding / with evidence time expenses compensation in entirety application security for purchase money or otherwise as to the said Corporation or their assignees shall seem proper AND THAT the said Corporation and their assignees shall be a full power and authority to lend or any way contrive for sale or purchase or otherwise as may be deemed expedient AND ALSO to give valid and effectual receipts and discharges in writing for any purchase or other moneys which shall be so paid to operate the person or persons paying the same from responsibility for the application thereof AND IT IS HEREBY DECLARED that the said Corporation or their assignees shall not be answerable for the consequences of purchasing and selling and disposing of the said land THIS INSTRUMENT shall be in full and complete discharge of the said Corporation and in consideration of the premises the said Corporation do hereby agree and agree with the said





hereby of the time that hereafter and all other

as appears by the said plan (in witness whereof the said parties

executed on the day of the month of October 1900 (except

provisions hereby conveyed and transferred or may be in writing

whenever hereby the said Park and the hereditaments and

time heretofore made or executed and of good matter or thing

and corporation their successors and assigns that he hath not at any

for himself his heirs executors and administrators or assigns with the

of them the said William Brock and Henry Brown do hereby

and in every other or further condition in the said Park and each

keepers workmen and laborers as at all times to maintain good order

AND ALSO they will provide a proper and sufficient number of gate

proper gates of the said Park and the same to be kept in good

state and also to provide the said gates to be kept in good

and these things to be done by them the said parties in an

directions, hereinafter and from time to time to be made by the

condition order and condition the same to be observed

and being in upon or about the said Park and also keep in good

workmen, laborers, gardeners and other workmen to be kept in good

grounds, gates, paths, footpaths, roads, ways, bridges, drains, ponds

bridges and erections and all other things to be kept in good

in good order and condition and the same to be kept in good

the said Park for the purposes and in manner aforesaid and keep

provisions as at all times for ever hereafter shall and will keep open

whenever following shall be the case that the said Corporation and their

William Brock and Henry Brown their heirs and assigns in









12 7 8 11  
12 7 8 11

DEPARTMENT OF JUSTICE

OF

THE DISTRICT OF COLUMBIA

OF

0 0 0 0 0 0 0 0

BOURNE OF BUREAU

THE MAYOR ALBERT W. BROWN AND MEMBERS OF THE

TO

ALVIN B. JOHNSON & COMPANY BROTHERS

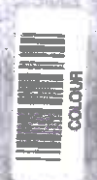
THE DISTRICT OF COLUMBIA

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The first Schenck



1882

1882  
Admission  
to

North American

Scale of Feet



MISSISSIPPI & THE MIDDLE TERRITORIES



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number WYK914293

Edition date 03.01.2014

- This official copy shows the entries on the register of title on 28 SEP 2017 at 14:42:54.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 28 Sep 2017.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

## A: Property Register

This register describes the land and estate comprised in the title.

WEST YORKSHIRE : BRADFORD

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Peel Park, Bolton Road, Bradford.  
  
NOTE: The land tinted green on the title plan is not included in the title.
- 2 The land tinted pink on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 7 November 1863 referred to in the Charges Register.
- 3 The land tinted blue on the title plan has the benefit of rights granted by but is subject to rights reserved by a Conveyance dated 2 December 1865 in identical terms to those contained in the Conveyance dated 7 November 1863 referred to in the Charges Register.
- 4 (09.11.2011) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 PROPRIETOR: CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL of City Hall, Bradford, West Yorkshire BD1 1HY.
- 2 A Conveyance of the land tinted purple on the title plan dated 25 April 1894 made between (1) The Bradford Third Equitable Benefit Building Society (2) Daniel Riddiough and (3) The Mayor Aldermen and Burgesses of the Borough of Bradford contains purchaser's personal covenants.  
  
NOTE: Copy filed.
- 3 A Conveyance of the land hatched blue on the title plan and other land dated 11 January 1889 made between (1) The Reverend



## B: Proprietorship Register continued

James Barmby and others and (2) The Mayor Aldermen and Burgesses of the Borough of Bradford contains purchaser's personal covenants.

*NOTE: Copy filed.*

- 4 A Conveyance of the land tinted yellow on the title plan dated 24 August 1923 made between (1) William Pollard and (2) The Lord Mayor Aldermen and Citizens of the city of Bradford contains purchaser's personal covenants.

*NOTE: Copy filed.*

- 5 A Conveyance of the land tinted brown on the title plan dated 4 August 1894 made between (1) The Reverend James Barmby and others and (2) The Mayor Aldermen and Burgesses of the Borough of Bradford contains purchaser's personal covenants.

*NOTE: Copy filed.*

- 6 (03.01.2014) RESTRICTION: No disposition of the part of the registered estate shown edged and numbered 2, 3 & 4 in brown on the title plan by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by The English Sports Council (the operating name of Sports England) of Third Floor, Victoria House, Bloomsbury Square, London WC1B 4SE or their conveyancer.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 By a Conveyance of the land tinted pink and other land dated 7 November 1863 made between (1) William Brook Addison and Henry Brown and (2) The Mayor Aldermen and Burgesses of the Borough of Bradford the land was conveyed subject to the stipulations contained therein.

*NOTE: Copy filed.*

- 2 By a Conveyance of the land tinted blue on the title plan and other land dated 2 December 1865 made between (1) William Henry Rawson and others and (2) The Mayor Aldermen and Burgesses of the Borough of Bradford the land was conveyed subject to stipulations identical with those contained in the Conveyance dated 7 November 1863 referred to above.

- 3 The parts of the land affected thereby are subject to the rights granted by a Lease dated 7 September 1962 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed under WYK889837 .*

- 4 A Conveyance of the land hatched purple on the title plan dated 6 January 1982 made between (1) West Yorkshire Metropolitan Council and (2) City of Bradford Metropolitan Council contains the following covenants:-

"FOR the benefit and protection of the adjoining and neighbouring land of the Vendor the Council (to the intent and so as to bind all persons in whom the land hereby conveyed shall from time to time be vested but not so as to render such persons liable after they have parted with possession of the said land) hereby covenants with the Vendor that the Council and the persons deriving title under them will henceforth observe and perform the restriction contained in the Second Schedule hereto

THE SECOND SCHEDULE referred to

Not to use the said land in connection with Section 187 of the Local Government Act 1972.

- 5 The land is subject to the rights granted by a Deed of Grant dated 1 September 1982 made between (1) City of Bradford Metropolitan Council

## C: Charges Register continued

and (2) General Contractors (Leeds) Limited.

*NOTE: Copy filed.*

- 6 The land is subject to the rights granted by a Deed dated 31 May 1989 made between (1) City of Bradford Metropolitan Council and (2) Geoffrey Hairsine and Joan Hairsine.

*NOTE: Copy filed.*

- 7 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

## Schedule of notices of leases

- |   |   |                         |               |           |
|---|---|-------------------------|---------------|-----------|
| 1 | 05.01.2010  | electricity sub-station | 07.09.1962    | WYK889837 |
|   | edged and   |                         | 60 years from |           |
|   | numbered 1 in   |                         | 1/4/1962      |           |
|   | blue  |                         |               |           |
|   | NOTE: See entry in the Charges Register relating to rights granted by this lease. |                         |               |           |

End of register



## **Report of the Strategic Director, Environment and Sport to the meeting of the Regulatory and Appeals Committee to be held on 15 October 2014.**

# AC

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**Subject: Trusts and Charities: The Decision Making Process**

### **Summary statement:**

The Council acts as the Charity Trustee for several charities across the district. This report seeks to clarify and confirm the process currently in place for the making of decisions on behalf of charities.

Steve Hartley  
Strategic Director  
Environment and Sport

**Portfolio:** Environment , Sport and  
Sustainability/Public Service Transformation

Report Contact: Phil Barker  
Assistant Director Sport and Leisure  
Phone: (01274) 432616  
E-mail: [phil.barker@bradford.gov.uk](mailto:phil.barker@bradford.gov.uk)

**Overview & Scrutiny Area:**  
Corporate

## 1. SUMMARY

The Council acts as the Charity Trustee for several charities across the district. This report seeks to clarify and confirm the process currently in place for the making of decisions on behalf of charities.

## 2. BACKGROUND

The Council is Charity Trustee for approximately 38 charities spread over several Council departments including Environment & Sport, Adult and Children's Services. The Sport & Leisure Service within Environment & Sport has responsibility for by far the biggest number with 28 charities within its remit.

The trusts broadly fall into two categories - those that hold funds (19 in number) and those that do not.

The Council's Constitution, article 8 subsection 8.4.9 gives the Regulatory and Appeals Committee the power to

*'Discharge the functions of the Council under legislation relating to charities and make decisions in relation to charities of which the Council is trustee.'*

The following guidance for Local Authority Trustees has been received from an independent legal source and is based on the Charity Commission's guidelines.

### 2.1 Independence from role as Local Authorities:

Although the Council and the officers/councillors making decisions on its behalf will be mindful of the concerns/requirements of its local electorate, they must act in the interests of the charity and not the Council when making decisions relating to the charity. They must recognise the Council's duty to be prudent and act solely in the best interests of the charity. For a body to be a charity it must be independent acting solely in accordance with its charitable purpose and not the policies of the Council.

### 2.2 Clarity of the terms of the charity:

Council trustees and councillors/officers acting on its behalf must ensure they clearly understand the terms of the charity as set out within its governing document. The governing document will set out the charitable purposes of the charity and how its assets may be used. If there is any doubt/lack of clarity regarding the terms of the charity then advice should be sought either from legal advisors or from the Charity Commission.

As an example, the King George V (Marley) Trust includes provisions that the money can only be spent on the site delivering the objectives of the Charity. Recent spend includes supporting a new all weather pitch at the site and associated ground works





### **2.3 Separate management of the charity including specific guidelines and processes:**

The management of the charity should always be kept separate from the business of the Council where possible. It may make sense for a separate body of individuals such as a committee to undertake this management role. There must be a clear line of responsibility for the management of the charity by the Council and clear and concise guidelines for officers and councillors regarding their roles and terms of reference.

### **2.4 Independent management of Charity Assets:**

The Council must ensure that the charitable assets for which it is a trustee are managed independently in accordance with the charitable purpose and the terms/restrictions contained with the governing document. Finances of the trust must also be managed independently and kept separate from the Council's own finances. The assets must be accounted for separately and income and expenditure channelled through separate cost centres. The council may contribute funds to the charity's finances but funds must not pass from the charity to the council's accounts.

### **2.5 Process in place for management of conflicts of interests:**

There must be a process in place for identifying and managing any conflicts of interest which may arise. Given the Council's role in the community this may arise quite frequently.

### **2.6 Active management of the charity:**

The Council must ensure that charity records are kept up to date and the accounts, returns and reports as required are submitted to the Charity Commission. There should also be regular review of risks, investments and opportunities, recording any conflicts of interest that arise and general house keeping of the charity's documentation.

## **3. OTHER CONSIDERATIONS**

At this point in time all decisions relating to distribution of income relating to trusts rests with the Regulatory and Appeals Committee as does the power to make application to the Charity Commission for changing the terms of individual trusts.

The Regulatory and Appeals Committee could delegate its powers outlined above to officers or a sub committee provided that the delegation was based on criteria agreed by the committee and any subsequent decisions were made in accordance with the provisions of the various trusts.

Advice received suggests that there could be issues regarding the transparency of officer based decisions leading to the possibility of challenge.



The creation of a sub committee for this purpose would involve an amendment to the Constitution which the Regulatory and Appeals committee can only recommend to the Governance and Audit committee who in turn can make a recommendation to full Council. Bearing in mind the current frequency of Regulatory and Appeals committee meetings, members may consider that the creation of a separate sub committee may not be required.

#### **4. FINANCIAL & RESOURCE APPRAISAL**

Nineteen of the charities under the control of the Council have financial deposits ranging from, for example, Royd House Trust at Wilsden that has assets of £97,515 and available cash reserves of £40,248 to Cashmere Street Recreation Ground in Keighley that has no assets and no reserves.

#### **5. RISK MANAGEMENT AND GOVERNANCE ISSUES**

To ensure that the committee is seen to be acting in the best interests of the various trusts rather than the Council, it is suggested that a break is taken at the end of the committee's normal business before reconvening to discuss any charitable business as a separate meeting.

#### **6. LEGAL APPRAISAL**

##### **6.1 Section 139 of the Local Government Act 1972**

6.1.1 In accordance with the section 139 of the Local Government Act 1972, Local authorities are empowered to receive and hold gifts on charitable trusts. This may include money or assets left by donors, or charitable trusts created by ancient royal charters or acts of parliament.

6.1.2 Local authorities will often hold land and buildings for a particular purpose and funds and investments to award grants to the community. In either of these cases it is essential that the assets are held and applied in accordance with the charity's purpose.

6.2 When acting as a charity trustee any decision must be made in what is in the best interest of the charity, in accordance with its charitable purpose and not the policies of the Council

#### **7. OTHER IMPLICATIONS**

##### **7.1 EQUALITY & DIVERSITY**

None





## **7.2 SUSTAINABILITY IMPLICATIONS**

No sustainability implications

## **7.3 GREENHOUSE GAS EMISSIONS IMPACTS**

None

## **7.4 COMMUNITY SAFETY IMPLICATIONS**

No community safety implications

## **7.5 HUMAN RIGHTS ACT**

Not applicable

## **7.6 TRADE UNION**

No implications for the Trade Unions

## **7.7 WARD IMPLICATIONS**

No Ward Implications

## **8. NOT FOR PUBLICATION DOCUMENTS**

None

## **9. OPTIONS**

- 9.1** The Regulatory and Appeals Committee continues to discharge all of the functions of the Council under legislation relating to charities and to make all decisions in relation to charities of which the Council is trustee.
- 9.2** The Regulatory and Appeals Committee choose to delegate all or part of the functions of the Council under legislation relating to charities and decisions in relation to charities of which the Council is trustee to an appropriate and nominated officer.
- 9.3** The Regulatory and Appeals Committee choose to delegate all or part of the functions of the Council under legislation relating to charities and decisions in relation to charities of which the Council is trustee to a dedicated sub committee of the Regulatory and Appeals Committee



## **10. RECOMMENDATIONS**

That the Regulatory and Appeals Committee approves:

- 10.1** The proposal to continue its responsibility to discharge all of the functions of the Council under legislation relating to charities and to make all decisions in relation to charities of which the Council is trustee.
- 10.2** The proposal to consider all such Charity matters in meetings convened for this purpose alone.

## **11. APPENDICES**

List of Charitable Trusts – To be supplied at meeting

## **12. BACKGROUND DOCUMENTS**

No Background Documents.

