

Agenda for a meeting of the Regulatory and Appeals Committee to be held on Monday, 20 May 2019 at 1.00 pm, or on the rising of the earlier meeting of the Committee whichever is the later, in the Banqueting Hall - City Hall, Bradford

Members of the Committee – Councillors

LABOUR	CONSERVATIVE	LIBERAL DEMOCRAT
Warburton Wainwright Amran Watson	Brown	Griffiths

Alternates:

LABOUR	CONSERVATIVE	LIBERAL DEMOCRAT
Azam Godwin S Hussain Lal	Ellis M Pollard	R Ahmed

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.
- **A legal briefing for all Members will take place at 0915 in the Banqueting Hall on the day of the meeting.**
- Applicants, objectors, Ward Councillors and other interested persons are advised that the Committee may visit any of the sites that appear on this Agenda during the day of the meeting, without prior notification. The Committee will then reconvene in the meeting room after any visits in order to determine the matters concerned.
- At the discretion of the Chair, representatives of both the applicant(s) and objector(s) may be allowed to speak on a particular application for a maximum of five minutes in total.

From:

Parveen Akhtar
City Solicitor
Agenda Contact: Claire Tomenson
Phone: 01274 432457
E-Mail: claire.tomenson@bradford.gov.uk

To:

A. PROCEDURAL ITEMS

1. ALTERNATE MEMBERS (Standing Order 34)

The City Solicitor 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 may remain in the meeting and take part fully in discussion and voting unless the interest is a disclosable pecuniary interest or an interest which the Member feels would call into question their compliance with the wider principles set out in the Code of Conduct. Disclosable pecuniary interests relate to the Member concerned or their spouse/partner.*
- (2) 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.*
- (3) Members are also welcome to disclose interests which are not disclosable pecuniary interests but which they consider should be made in the interest of clarity.*
- (4) Officers must disclose interests in accordance with Council Standing Order 44.*

3. 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.

(Claire Tomenson - 01274 432457)

B. BUSINESS ITEMS

4. THE NORMAN RAE NORTHCLIFFE PARK TRUST, NORTHCLIFFE ALLOTMENTS, SHIPLEY, BRADFORD

The Strategic Director, Corporate Resources will present a report (**Document “AV”**) in relation to the self-management of the Northcliffe Allotments by the Northcliffe Allotment Society.

Recommended –

Option 4 – That a Service Level Agreement be granted to the Allotment Society whilst the possibility for processing a Community Asset Transfer (CAT) lease be given further consideration and the findings presented to the Trustees at a future meeting.

(Nigel Gillatt – 01274 434224)

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**Report of the Strategic Director, Corporate Resources
to the meeting of the Regulatory and Appeals
Committee to be held on 20 May 2019.**

AV

Subject:

The Norman Rae Northcliffe Park Trust

Northcliffe Allotments, Shipley, Bradford BD18 3DE

Summary statement:

The Norman Rae Northcliffe Park including Northcliffe Allotments, Shipley, Bradford BD18 3DE is held in Trust by the Council.

The Trustees' decision is sought in relation to the self-management of the Northcliffe Allotments by the Northcliffe Allotment Society.

**Joanne Hyde
Strategic Director, Corporate
Resources**

Portfolio: Leader of Council and Corporate

**Report Contact: Nigel Gillatt
Phone: (01274) 434224
E-mail: Nigel.Gillatt2@bradford.gov.uk**

1. SUMMARY

- 1.1 This report seeks the Trustees' decision in relation to the proposed self-management of Northcliffe Allotments, Shipley, Bradford BD13 3DE (the Site) by the Northcliffe Allotment Society (the Allotment Society).
- 1.2 The report outlines four options for the Trustees to consider as to which will best support the aims, objectives and responsibilities of the Charitable Trust outlined in section 6.1 (Legal Appraisal).

2. BACKGROUND

Trust property

2.1 The Site, which is shown edged red on the attached plan (Appendix 2), is part of a larger area owned by the Council in Trust for charity number 515034 Norman Rae (or Northcliffe) Playing Fields (Appendix 3).

2.2 The Allotment Society occupies only part of the overall site held in Trust, i.e. plots 1-71, 78-93 and 101-125, the rest of the allotment land (plots 76-77 and 94-100) is held by NEET – Northcliffe Environmental Enterprises Team, which is not included in this report.

2.3 The Regulatory and Appeals Committee sitting as Trustees (the Trustees) has authority to act on behalf of the Council as Trustee, which adheres with Charity Commission guidance to provide a separation between the Council's statutory functions and its role as Trustee.

Northcliffe Allotment Society

2.4 The Allotment Society is in the process of becoming a Charitable Incorporated Organisation.

2.5 The objective of the Allotment Society, which is set out in their constitution (attached in Appendix 4) is "To further or benefit the residents of Shipley (West Yorkshire) and the surrounding area without distinction of age, gender, sexual orientation, race or political, religious or other opinions by providing allotment facilities in the interests of social welfare for recreational leisure time occupation with the objective of improving life for the residents".

History of the application for a Community Asset Transfer

2.6 The Allotment Society first contacted Bradford Council Strategic Asset Management (SAM) Team in October 2017 with a request to consider a Community Asset Transfer (CAT) of the Site.

2.7 A Service Level Agreement transferring some responsibilities to the Allotment Society was signed in April 2018 as an interim solution while a CAT was being considered.

2.8 The SAM Team became aware of the charitable status of the land, of which the Site is part, and began discussions with colleagues from the relevant services (Legal, Parks and Green Spaces), which have resulted in submitting this report to the Trustees.

Community Asset Transfer (CAT)

2.9 A CAT is typically undertaken by way of a long lease, which would provide the Allotment Society with the autonomy to manage the Site for the benefit of the local community and would improve their ability to attract external funds.

2.10 A long lease has been considered but was deemed inappropriate at this time as the possibility of transferring a trust property is still being investigated following the Trustees' recommendation for a similar application (Chapel Lane Allotments, Allerton) considered by the Committee on 7 March 2019.

Benefits to the Trust

2.11 The Allotment Society has, ever since it was set up in 1990s, demonstrated commitment, dedication and enterprising skills even in the partial self-management of the Site and bringing it to a high standard exceeding the Council's minimum site maintenance capacity including regular site clean-ups, providing direct services such as insurance, bulk buys and tools to borrow, offering regular advice and guidance to new plot holders, organising social events, practical classes and speakers, working alongside Friends of Northcliffe on conservation events as well as linking with other partners, developing a wildlife area to improve biodiversity, increasing the sense of community – these are just a few examples of their capability and achievements.

2.12 Creating an opportunity for the Allotment Society to fully self-manage the Site will strengthen the objectives of the Trust outlined in section 6.1 and provide such benefits as:

2.12.1 Improving the long-term viability of the Site by way of the Allotment Society's increased sense of ownership and ability to obtain funding from a wider variety of sources, which, in view of the Council's ever diminishing resources, is one of the few available options to ensure the asset's sustainability.

2.12.2 Personalised management of the Site by local people rather than part of a wider portfolio of centrally managed allotments across the District.

2.12.3 Investment of income directly in the Site rather than a central resource to support all allotments including those that require greater cleansing and the management of anti-social issues.

2.12.4 Ability of the Allotment Society to ensure the best use of the asset based on the need of the local community.

2.12.5 Empowerment of the Allotment Society in continuing to successfully serve the needs of the local community, which includes people of all ages, backgrounds, gender, ethnicity, sexual orientation, ability etc. thus delivering on the district's Equality and Diversity principles.

2.12.6 Improving the health of the local community by way of getting people involved in growing their own produce and exercising through allotment gardening, thus contributing to the district's Healthier Communities priorities.

2.12.7 Continued promotion of sustainable methods of cultivation that ensures improvement of the land and encourages creativity and innovation.

2.12.8 Better communication among the community groups involved in a common project, e.g. schools, elderly residents, people with disability, local businesses etc.

2.12.9 Environmental benefits through maintaining a fully productive allotment site with a wildlife garden, a community orchard and beehives.

3. OTHER CONSIDERATIONS

There are four options for the Trustees to consider: these are set out below with a brief summary of the advantages and disadvantages to the Trustees of each.

Number	Option	Advantages	Disadvantages
Option 1	No change to the existing arrangements	<p>Tried and tested approach.</p> <p>Appears to fulfil the aims of the Trust and the Council as Trustees keep control.</p>	<p>Does not give the Allotment Society the autonomy they are seeking to improve the Site.</p> <p>Limited opportunities to attract external funding.</p>
Option 2	Grant a long lease and a Service Level Agreement to manage the Site in accordance with the aims of the Trust	<p>Provides the Allotment Society with the autonomy they are seeking to improve the Site and manage it for the benefit of the local community.</p> <p>Local management of local services allow them to be tailored to suit and the Service Level Agreement should ensure a good fit with the aims and objectives of the charity.</p> <p>Ability to attract funds from outside of the Council.</p>	<p>The Trustees have less direct control of the asset.</p> <p>The Charity Commission will class this as a disposal and may object as may the public following consultation under the Charities Act 2011.</p> <p>Reliant on legal agreements to ensure aims and objectives of the charity are met.</p>
Option 3	The Allotment Society becomes a charitable trust and takes over as the Trustees of allotment area.	<p>Ensures continuation of charitable trust.</p> <p>Ability to attract funds from outside of the Council.</p> <p>Local management of local services allow them to be tailored to suit.</p> <p>The Allotment Society is in the process of obtaining a charity status, which may ease the process of</p>	<p>Council no longer Trustees.</p> <p>Allotment Society may not want the costs and work associated with being Charitable Trustees.</p> <p>The Charity Commission will class this as a disposal and may object as may the public following consultation under the Charities Act 2011.</p>

Number	Option	Advantages	Disadvantages
		becoming a charitable trust.	
Option 4	Grant the Allotment Society a Service Level Agreement to run the allotments in accordance with the aims of the Trust	<p>No legal transfer of the charitable interest and the Council remain Trustees.</p> <p>The Allotment Society retains income from the Site to re-invest and is not subsidising less successful sites.</p> <p>Formally grants the Allotment Society a greater degree of autonomy to improve the Site tailored to local requirements and a limited ability to attract external funding.</p>	Allotment Society less likely to be able to attract external funding as no legal interest in the Allotments, to the possible detriment of the Site.

4. FINANCIAL & RESOURCE APPRAISAL

No unfavourable financial implications to the Trustees have been identified.

5. RISK MANAGEMENT AND GOVERNANCE ISSUES

5.1 The Trustees are requested to identify which of the options considered is in the best interest of the Trust.

5.2 The Charity Commission guidance advises that “Acting in the Charity’s best interests means always doing what the Trustees decide will best enable the Charity to carry out its Purposes, both now and for the future” (please also see Benefits to the Trust section).

5.3 The Council’s Estates and Property Service (of which SAM Team is part) in any event must follow the required statutory procedure under the 2011 Act and seek the necessary legal advice from Legal Services.

6. LEGAL APPRAISAL (THE CITY SOLICITOR ACTING FOR THE COUNCIL AS TRUSTEES)

6.1 The objectives and responsibilities arising under the Charitable Trust are as set out in the Conveyance dated 2 April 1921, which provide that the land **“shall be used at all time hereafter solely and entirely as an open space for the recreation and benefit of the public and for no other purpose whatever and not for the purpose of profit and all income derived from the Estate shall be used for the maintenance development or improvement of the Estate.”**

6.2 The Trustees are requested to note that the proposed Options 2 and 3 are defined as a disposal within the terms of section 6 of the Trustees of Land and Appointment of Trustees Act 1996 (power of trustees to sell or lease etc.), but such power is restricted by

sections 119 and 121 of the Charities Act 2011 (the 2011 Act). A disposal requires either consent from the Charity Commission or, to avoid that requirement, the Council as trustees must give public notice of the proposed disposal inviting written representations, i.e. consult with the public and consider the representations before any disposal proceeds. A written valuation of the allotments by an independent chartered surveyor and advice whether this is the best way forward is also required. The public may object.

6.3 Current Charities Commission (the Commissioners) advice is that trust purposes should at all times be promoted by its trustees in the interests of the beneficiaries of the trust unless the trust is at an end, which this trust clearly is not.

6.4 The Trustees are advised to be cautious regarding Options 2 and 3 as they may consider there is currently insufficient information of how either option will benefit the trust arrangement in addition to those which currently stand.

6.5 As has already been mentioned, the Charities Act 2011 amongst other things requires public consultation in relation to any disposal of trust land where consent of the Charity Commission has not been obtained. It is worthy of note that the provisions of the Open Spaces Act 1906 and the Local Government Act 1972 relate to disposal of public open space land rather than trust land. The allotment land may also be part of an "allotment green belt" and special rules may apply. Further legal advice is required.

6.6 Were the Trustees to resolve to adopt option 4 which is the recommendation of this report then this would not be deemed a disposal of trust land and could proceed without any public consultation.

7. OTHER IMPLICATIONS

7.1 EQUALITY & DIVERSITY

The Site is fully accessible and its current tenants include those with disabilities and of different ages, races and gender.

7.2 SUSTAINABILITY IMPLICATIONS

Allotment gardening is sustainable.

7.3 GREENHOUSE GAS EMISSIONS IMPACTS

Allotment gardening has a positive effect of reducing the District's carbon footprint and emissions from other greenhouse gasses.

7.4 COMMUNITY SAFETY IMPLICATIONS

There are no community safety implications.

7.5 HUMAN RIGHTS ACT

There are no Human Right Act implications.

7.6 TRADE UNION

There are no Trade Union implications.

7.7 WARD IMPLICATIONS

All Ward Councillors are aware of and fully support the Allotment Society self-management and the CAT application.

8. NOT FOR PUBLICATION DOCUMENTS

None

9. RECOMMENDATIONS

Option 4 – That a Service Level Agreement be granted to the Allotment Society whilst the possibility for processing a Community Asset Transfer (CAT) lease be given further consideration and the findings presented to the Trustees at a future meeting.

10. APPENDICES

Appendix 1 – HMLR Title and HMLR Title Plan

Appendix 2 – Site Plan including allotments edged in red (excluding the blue hatched areas)

Appendix 3 – Charity Commission registration details

Appendix 4 – Northcliffe Allotment Society Constitution

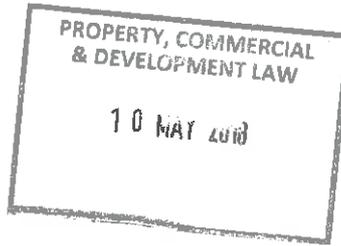
Appendix 5 – CAT Stage 2 Application

11. BACKGROUND DOCUMENTS

11.1 Copies of the Conveyance dated 2 April 1921.

11.2 Advice re Ward Hadaway 8 March 2018 re Littlemoor Park

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9 May 2018

Your ref
Corp/LEG/PCD/MA

Our ref
WYK916483/OC/026

HM Land Registry
Durham Office
PO Box 75
Gloucester
GL14 9BD

DX 321601 Gloucester 33
Tel 0300 006 0010
Fax NA
Email durham.office@landregistry.gov.uk
www.gov.uk/land-registry

Official copy/copies

HM Land Registry payment ref 09/05 ZONE5HCZ
Fee debited £6.00

The official copy/copies of the document(s) you applied for is/are enclosed.

Please contact the HM Land Registry Office named if you have any questions about the enclosed official copy/copies.

Corp/LEG/PCD/MA

CITY OF BRADFORD
DX 11758
BRADFORD 1





Official copy of register of title

Title number WYK916483

Edition date 28.11.2016

- This official copy shows the entries in the register of title on 9 May 2018 at 10:07:14.
- 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 9 May 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

A: Property register

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

WEST YORKSHIRE : BRADFORD

- 1 (18.02.2010) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Northcliffe Park, Bradford Road, Shipley (BD18 3DE).
- 2 (18.02.2010) The mines and minerals together with ancillary powers of working are excepted as to the land tinted pink on the title plan.
- 3 (18.02.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by a Indenture of the land hatched brown on the title plan dated 27 October 1920 made between (1) Herbert Procter (Vendor) and (2) The Shipley Urban District Council (the Council).
NOTE: Copy filed.
- 4 (18.02.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by a Deed of Gift of the land tinted yellow on the title plan dated 27 January 1954 made between (1) Edward Hughes and others and (2) Urban District Council of the Urban District of Shipley.
NOTE: Copy filed.
- 5 (21.05.2010) A new title plan based on the latest revision of the Ordnance Survey Map showing an amended extent has been prepared.
- 6 (07.09.2011) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.



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 (18.02.2010) PROPRIETOR: CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL of City Hall, Bradford, West Yorkshire BD1 1HY.
- 2 (18.02.2010) A Conveyance of the land tinted mauve on the title plan dated 26 January 1955 made between (1) Henry Pickard Limited and James Robertshaw (Vendors) and (2) Edward Foulds and Clare Foulds (Purchasers) contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The conveyance to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.
- 3 (18.02.2010) A Conveyance of the land tinted blue on the title plan dated 21 March 1927 made between (1) Martha Elizabeth Wade and Thomas Collyer (Vendors) and (2) The Urban District Council of Shipley (the Council) contains purchaser's personal covenants.

NOTE: Copy filed.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 26 January 1955 referred to in the Proprietorship Register:-

"THE Purchasers hereby jointly and severally covenant with the Vendors that they will forthwith erect and at all times hereafter maintain a good and sufficient stockproof fence on the Western boundary of the property hereby conveyed."

NOTE: Copy plan filed.

C: Charges register

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

- 1 (18.02.2010) An Indenture dated 21 June 1838 made between (1) Lord Oxmastown and Mary his wife and others and (2) J Dixon and John Atkinson contains provisions but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 2 (18.02.2010) An Indenture dated 2 April 1866 made between (1) Earl and Countess of Rosse (2) Lawrence Parsons and (3) Bradford Corporation contains provisions but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 3 (18.02.2010) A Indenture dated 23 July 1868 made between (1) Algernon Peckover (2) Mary Countess of Rosse and (3) Lawrence Parsons and JG King contains easements but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 4 (18.02.2010) An Indenture dated 31 January 1879 made between (1) Countess of Rosse (2) Lawrence Earl Of Rosse and (3) Bradford Corporation contains provisions but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

C: Charges register continued

5 (18.02.2010) An Indenture dated 28 February 1903 made between (1) Lawrence Earl of Rosse (2) Ranfall Parsons and CA Parsons and (3) John Francis Dixon contains provisions but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

6 (18.02.2010) A Indenture of the land hatched blue on the title plan dated 9 February 1912 made between (1) The Right Honourable William Edward Earl of Rosse (2) The Honourable and Reverend Randal Parsons and The Honourable Sir Charles Algernon Parsons and (3) Waller & Sons Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.

7 (18.02.2010) An Indenture of the land tinted mauve and tinted blue on the title plan and other land dated 26 February 1912 made between (1) The Right Honourable William Edward Earl of Rosse (2) The Honourable and Reverend Randal Parsons and The Honourable Sir Charles Algernon Parsons (3) John Witham and John Walter Sunderland Wade contains restrictive covenants.

NOTE:-Copy filed.

8 (18.02.2010) A Indenture of the land hatched brown on the title plan dated 30 December 1913 made between (1) The Right Honourable William Edward Earl of Rosse (2) The Honourable and Reverend Randall Parsons and The Honourable Sir Charles Algernon Parsons and (3) Joseph Procter (Purchaser) contains restrictive covenants.

NOTE: Copy filed.

9 (18.02.2010) The land is subject to the rights reserved by the Indenture dated 30 December 1913 referred to above.

10 (18.02.2010) A Conveyance of the land edged yellow on the title plan and other land dated 3 June 1920 made between (1) Harry Pinder and Annie Pinder and (2) Charles Leonard Peacock contains ease,ents reservaations restrictions covenants stipulations and conditions but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

11 (18.02.2010) A Conveyance of the land tinted pink on the title plan and other land dated 2 April 1921 made between (1) The Honourable and Reverend Randal Parsons and The Honourable Sir Charles Algernon Parson (Vendors) (2) Henry Norman Rae and (3) The Shipley Urban District Council (the District Council) contains restrictive covenants.

NOTE: Copy filed.

12 (18.02.2010) The land is subject to the rights reserved by the Conveyance dated 2 April 1921 referred to above.

13 (18.02.2010) The parts of the land affected thereby are subject to the rights granted by a Lease dated 6 September 1963 referred to in the schedule of leases hereto.

NOTE: Copy lease filed under WYK893718 .

14 (18.02.2010) The land tinted mauve on the title plan is subject to the rights granted by a Deed of Grant dated 18 March 1970 made between (1) Edward Foulds and Clare Foulds (Grantors) and (2) Central Electricity Generating Board (the Board).



C: Charges register continued

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

15 (18.02.2010) 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.

16 (19.10.2015) The land is subject to any rights that are granted by a Deed dated 3 December 1968 made between (1) The Central Electricity Generating Board and (2) Shipley Urban District Council and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under WYK206046.

Schedule of restrictive covenants

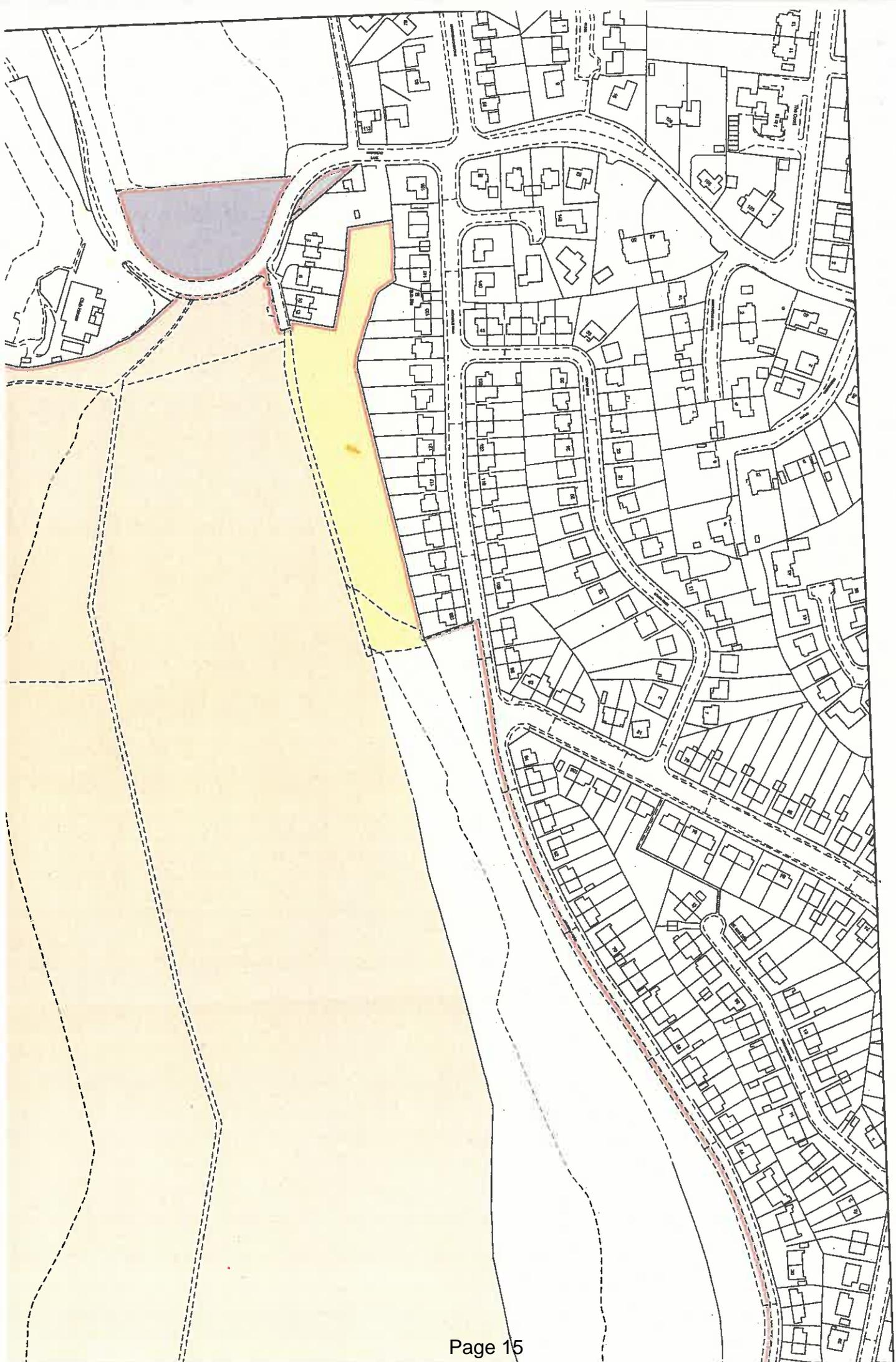
1 The following are details of the covenants contained in the Indenture dated 9 February 1912 referred to in the Charges Register:-

COVENANT by the Company not to put out or make any openings lights or windows in any buildings or walls to be erected thereon so as to look or open immediately upon the adjoining property of the said present Earl or within a distance of 12 feet thereof without the consent of the said present Earl in writing or erect any ashplace, manure heap or privy within the same distance.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	18.02.2010 edged and numbered 2 in blue	sub station site	06.09.1963 60 years from 1 June 1963	WYK893718
2	10.03.2011 edged and numbered 4 and 5 in blue	Plots 76, 77 and 94-100 Northcliffe Allotments	25.02.2011 20 years from 25/02/2011	WYK932925

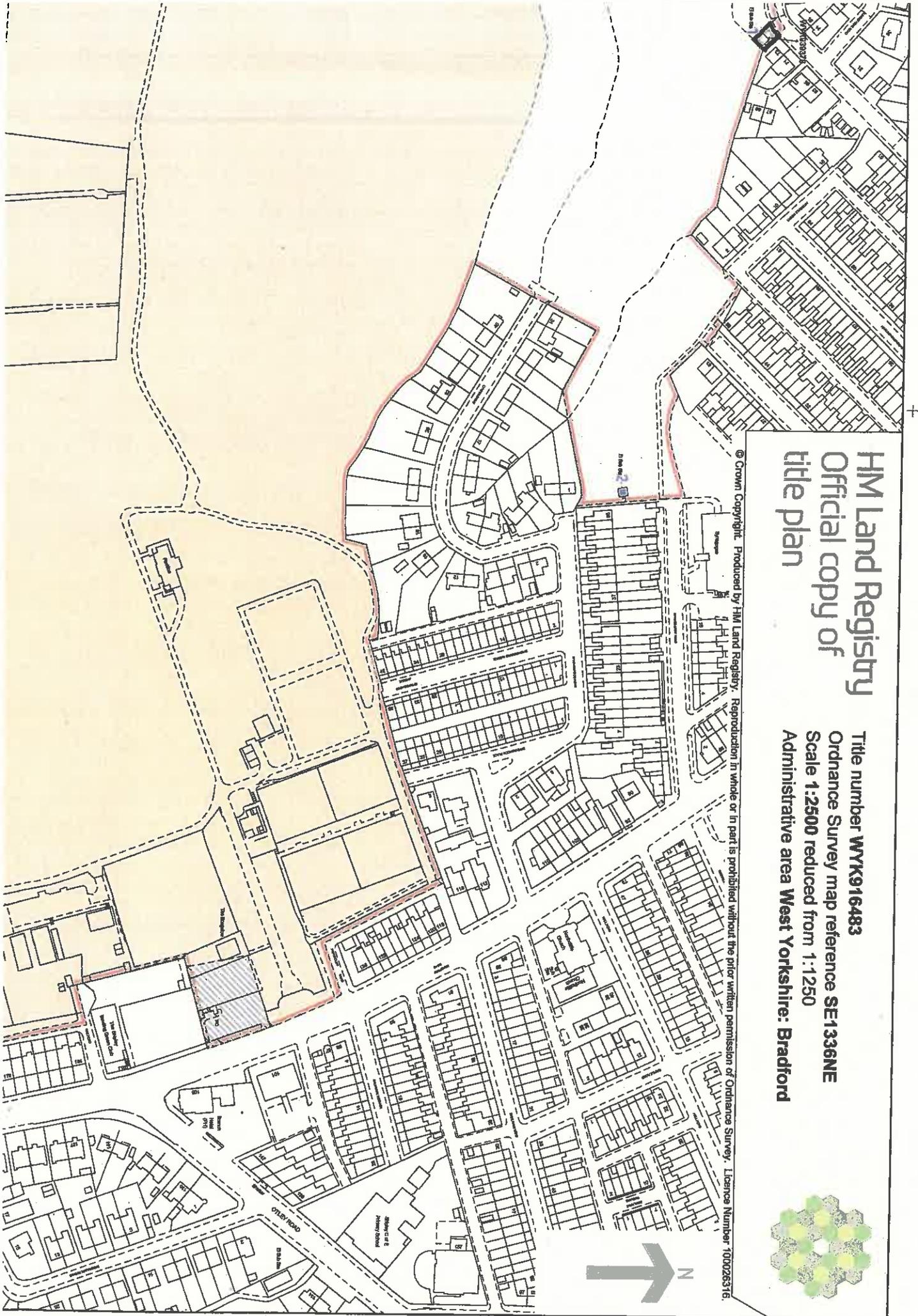
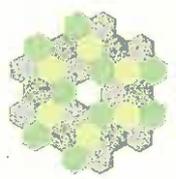
End of register



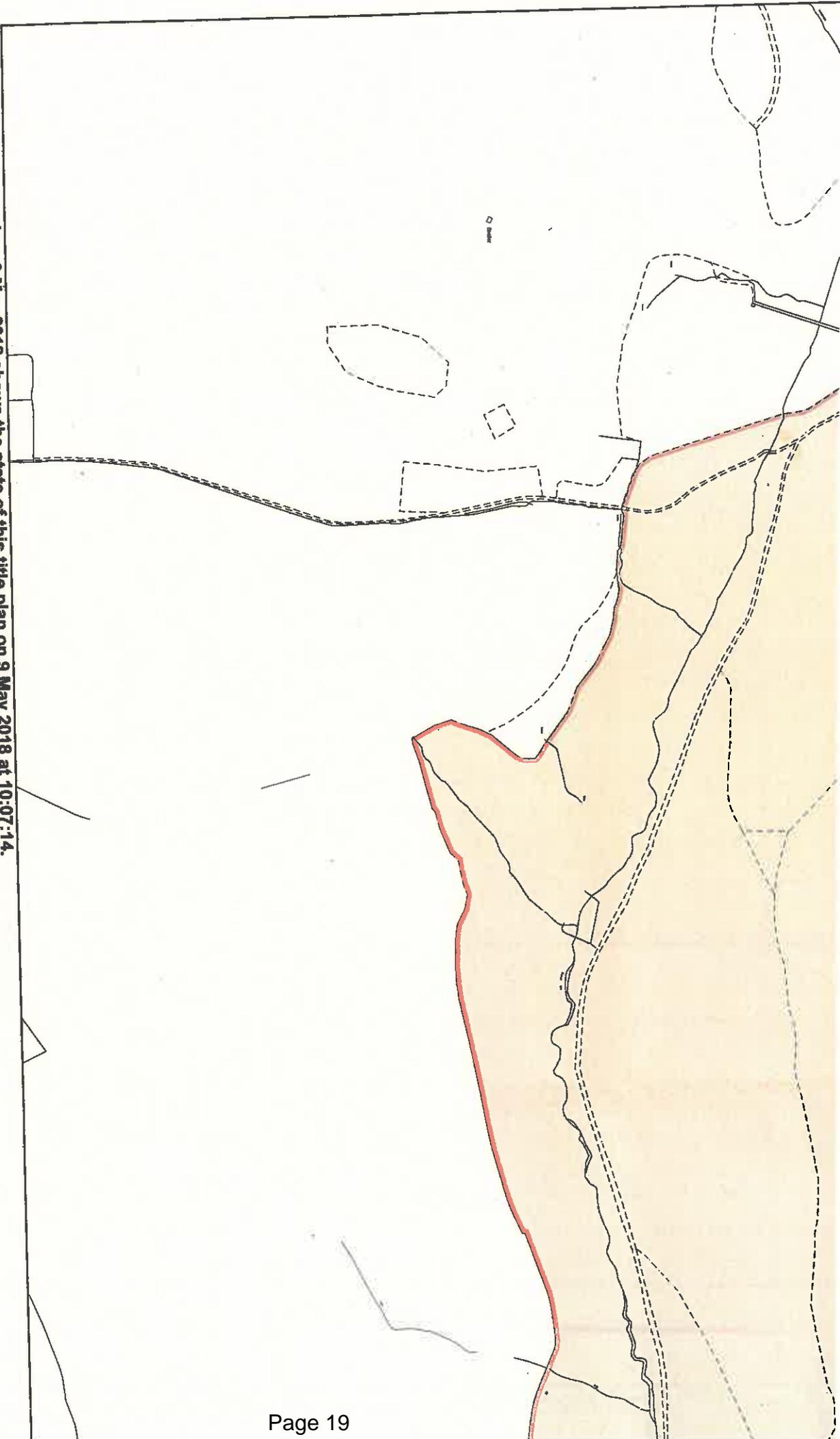
HM Land Registry Official copy of title plan

Title number **WYK916483**
Ordnance Survey map reference **SE1336NE**
Scale **1:2500** reduced from 1:1250
Administrative area **West Yorkshire: Bradford**

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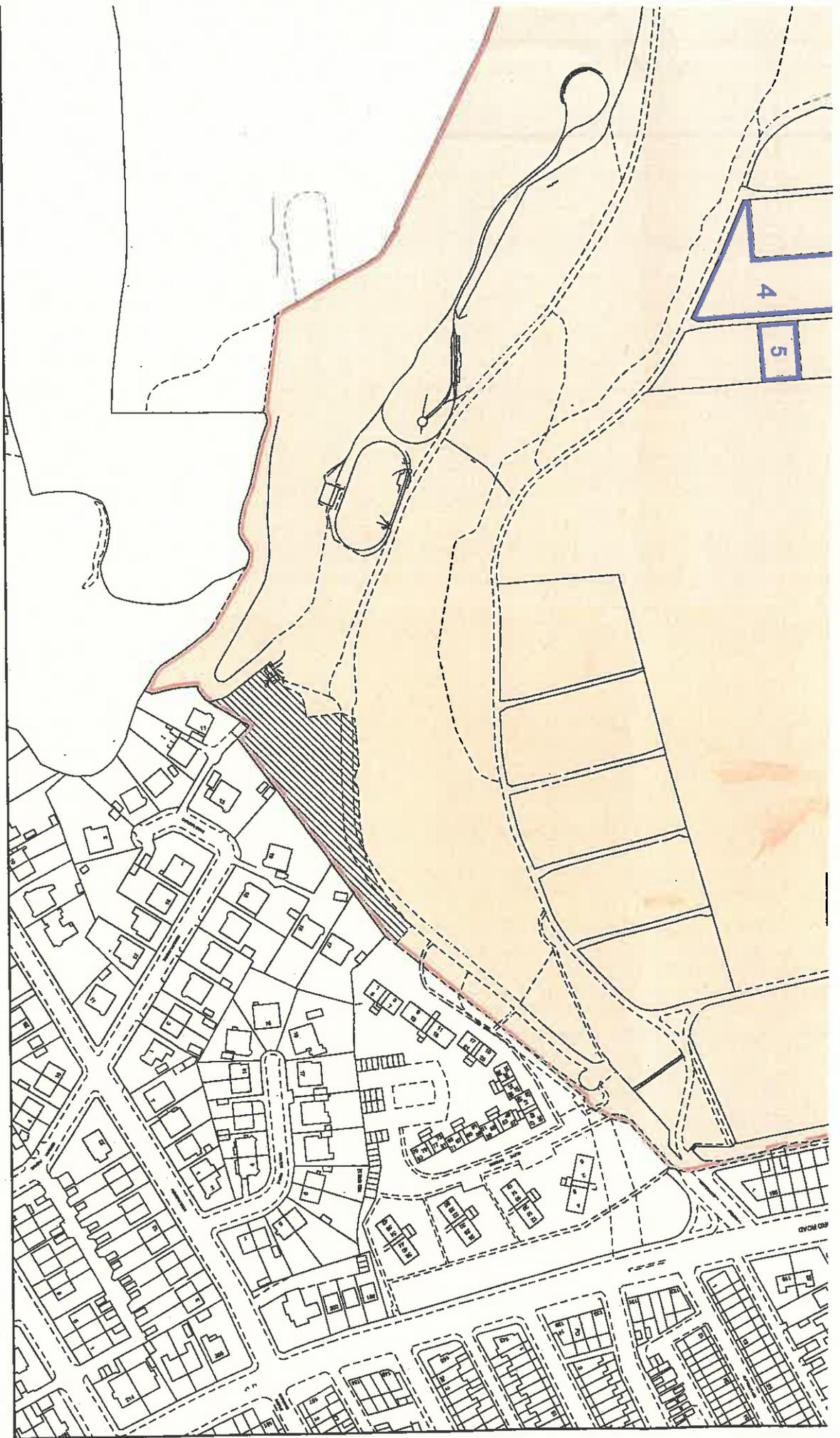


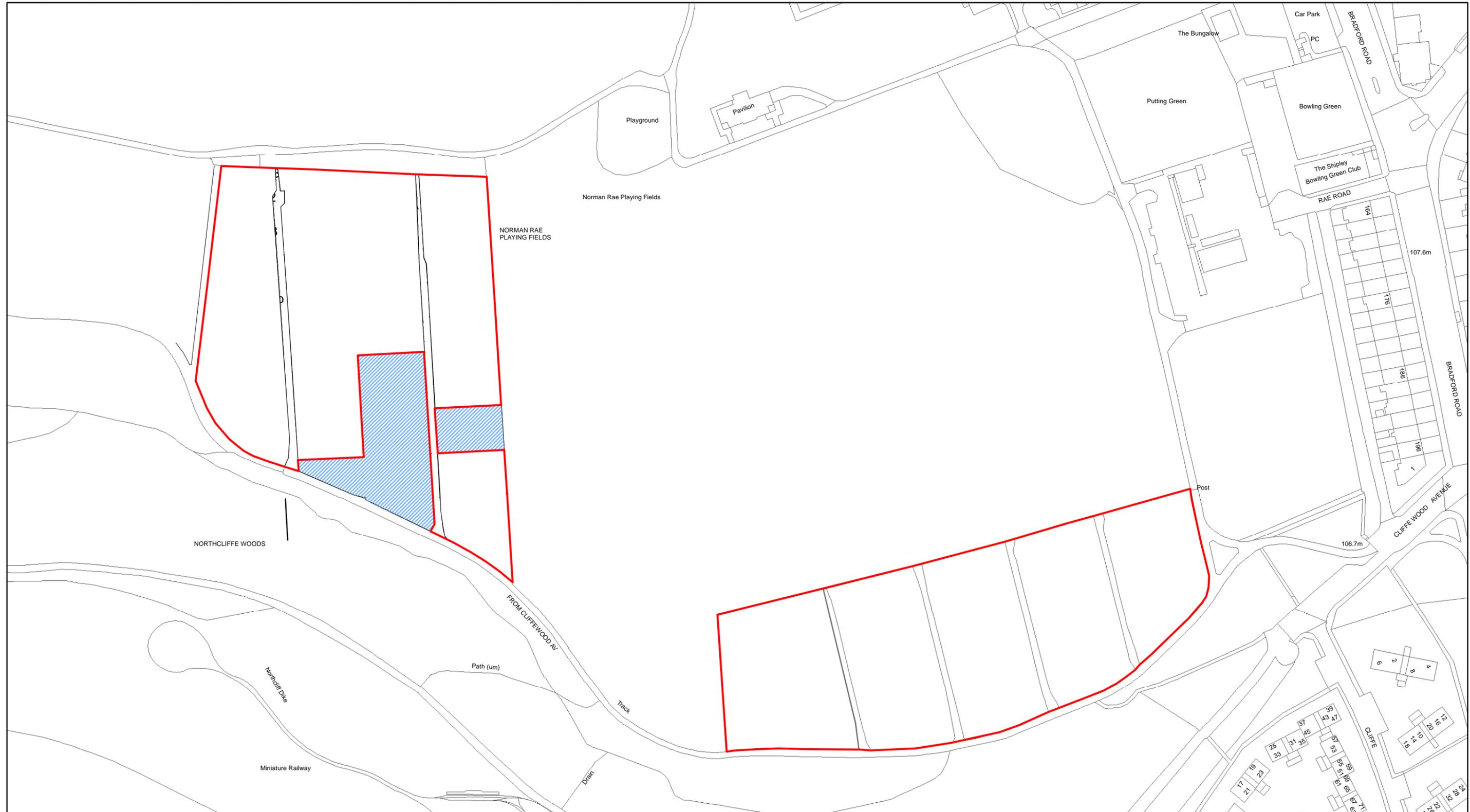
This official copy issued on 9 May 2018 shows the state of this title plan on 9 May 2018 at 10:07:14.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match the original.
This title is dealt with by HM Land Registry, Durham Office.



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See the same points on the ground.





City of Bradford Metropolitan District Council

ESTATES and PROPERTY

www.bradford.gov.uk

1st Floor Argus Chambers, Britannia House, Bradford, BD1 1HX

Crown Copyright, Reproduced from Ordnance Survey Mapping with permission from H.M.S.O. 0100019304 SE1436	Scale	Date	Plan No.
	1/1500@A3	03-05-2019	DCB C-216-005 KC



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**Charity
Commission**

**The Regulator for Charities
in England and Wales**

515034 - NORMAN RAE (OR NORTHCLIFFE) PLAYING FIELDS DUE DOCUMENTS RECEIVED

Activities

RECREATION SPACE

Financial summary

Financial year end (FYE)	Income	Spending	Accounts received	Annual Return/Annual Update received
31 Mar 2018	£5,461	£5,461	Not Required	31 Jan 2019 **
31 Mar 2017	£5,760	£5,760	Not Required	09 Nov 2017 **
31 Mar 2016	£0	£0	Not Required	13 Jan 2017 **
31 Mar 2015	£0	£0	Not Required	10 Feb 2016 **
31 Mar 2014	£0	£0	Not Required	06 Jan 2015 **

** Annual Update received - charity below Annual Return £10,000 threshold for this financial year

Contact

BRADFORD COUNCIL
UNIT 7
MITRE COURT
CUTLER HEIGHTS LANE
BRADFORD
BD4 9JY

Tel: 07582106135
Email: mick.priestley@bradford.gov.uk

Charity trustees

CITY OF BRADFORD MDC

Date of registration

10 Apr 1984

Other names

None

Governing document

INDENTURE OF CONVEYANCE DATED 2 APRIL 1921

Organisation type

STANDARD REGISTRATION

Registration history

10 APRIL 1984 REGISTERED

Charitable objects

"THE LANDS AND WOODLANDS CONVEYED BY THE INDENTURE SHALL BE USED AT ALL TIMES HEREAFTER SOLELY AND ENTIRELY AS AN OPEN SPACE FOR THE RECREATION AND BENEFIT OF THE PUBLIC AND FOR NO OTHER PURPOSE WHATEVER AND NOT FOR THE PURPOSE OF PROFIT AND ALL INCOME DERIVED FROM THE ESTATE SHALL BE USED FOR THE MAINTENANCE DEVELOPMENT OR IMPROVEMENT OF THE ESTATE.

Classification

What

- AMATEUR SPORT

Who

- THE GENERAL PUBLIC/MANKIND

How

- PROVIDES BUILDINGS/FACILITIES/OPEN SPACE

Area of benefit

NOT DEFINED

Where the charity operates

- BRADFORD CITY

Note: This report is compiled from public information that the Charity Commission holds on the Register of Charities on 08 May 2019.

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Draft Constitution of a Charitable Incorporated Organisation with voting members other than its charity trustees

('Association' Model Constitution)

Date of Constitution (last amended):

1. Name

The name of the Charitable Incorporated Organisation ("the CIO") is:
NORTHCLIFFE ALLOTMENT SOCIETY

2. National location of principal office

The CIO must have a principal office in England or Wales. The principal office of the CIO is in England:

Street Address
ShIPLEY
West Yorkshire
BD18

3. Object

The object of the CIO is:

To further or benefit the residents of Shipley (West Yorkshire) and the surrounding area without distinction of age, gender, sexual orientation, race or political, religious or other opinions by providing allotment facilities in the interests of social welfare for recreational leisure time occupation with the objective of improving life for the residents.

Nothing in this constitution shall authorise an application of the property of the CIO for the purposes which are not charitable in accordance with [section 7 of the Charities and Trustee Investment (Scotland) Act 2005] and [section 2 of the Charities Act (Northern Ireland) 2008]

4. Powers

The CIO has power to do anything which is calculated to further its object(s) or is conducive or incidental to doing so. In particular, the CIO's powers include power to:

- (1) borrow money and to charge the whole or part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;

- (2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (3) sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- (4) employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of those clauses;
- (5) deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do so by the Trustee Act 2000;

5. Application of income and property

- (1) The income and property of the CIO must be applied solely towards the promotion of the objects.
 - (a) A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.
 - (b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- (2) None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO. This does not prevent a member who is not also a charity trustee receiving:
 - (a) a benefit from the CIO as a beneficiary of the CIO;
 - (b) reasonable and proper remuneration for any goods or services supplied to the CIO.
- (3) Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

6. Benefits and payments to charity trustees and connected persons

(1) General provisions

No charity trustee or connected person may:

- (a) buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the CIO;
- (c) be employed by, or receive any remuneration from, the CIO;
- (d) receive any other financial benefit from the CIO;

unless the payment or benefit is permitted by sub-clause (2) of this clause, or authorised by the court or the prior written consent of the Charity Commission (“the Commission”) has been obtained. In this clause, a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.

(2) Scope and powers permitting trustees’ or connected persons’ benefits

- (a) A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.
- (b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- (c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.
- (d) A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must not be more than the Bank of England bank rate (also known as the base rate).
- (e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

(3) Payment for supply of goods only – controls

The CIO and its charity trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods (“the supplier”).
 - (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of goods in question.
 - (c) The other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
 - (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
 - (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
 - (f) The reason for their decision is recorded by the charity trustees in the minute book.
 - (g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.
- (4) In sub-clauses (2) and (3) of this clause:
- (a) “the CIO” includes any company in which the CIO:
 - (i) holds more than 50% of the shares; or
 - (ii) controls more than 50% of the voting rights attached to the shares; or
 - (iii) has the right to appoint one or more directors to the board of the company;
 - (b) “connected person” includes any person within the definition set out in clause [30] (Interpretation)

7. Conflicts of interest and conflicts of loyalty

A charity trustee must:

- (1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not been previously declared; and
- (2) absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

8. Liability of members to contribute to the assets of the CIO if it is wound up

If the CIO is wound up, the members of the CIO have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

9. Membership of the CIO

(1) Admission of new members

(a) Eligibility

Membership of the CIO is open to anyone who is interested in furthering its purposes, and who, by applying for membership, has indicated his, her, or its agreement to become a member and acceptance of the duty of members set out in sub-clause (3) of this clause.

A member may be an individual, a corporate body, or an individual or corporate body representing an organisation which is not incorporated.

(b) Admission procedure

The charity trustees:

- (i) may require applications for membership to be made in any reasonable way that they decide;
- (ii) may refuse an application for membership if they believe that it is in the best interests of the CIO for them to do so;
- (iii) shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 21 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and

- (iv) shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.

(2) Transfer of membership

Membership of the CIO cannot be transferred to anyone else except in the case of an individual or corporate body representing an organisation which is not incorporated, whose membership may be transferred by the unincorporated organisation to a new representative. Such transfer or membership does not take effect until the CIO has received written notification of the transfer.

(3) Duty of members

It is the duty of each member of the CIO to exercise his or her powers as a member of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO.

(4) Termination of membership

(a) Membership of the CIO comes to an end if:

- (i) the member dies, or, in the case of an organisation (or the representative of an organisation) that organisation ceases to exist; or
- (ii) the member sends a notice of resignation to the charity trustees; or
- (iii) any sum of money owed by the member to the CIO is not paid in full within six months of its falling due; or
- (iv) the charity trustees decide that it is in the best interests of the CIO that the member in question should be removed from membership, and pass a resolution to that effect.

(b) Before the charity trustees take any decision to remove someone from membership of the CIO they must:

- (i) inform the member of the reasons why it is proposed to remove him, her or it from membership;
- (ii) give the member at least 21 days clear notice in which to make representations to the charity trustees as to why he, she or it should not be removed from membership;
- (iii) at a duly constituted meeting of the charity trustees, consider whether or not the member should be removed from membership;

- (iv) consider at that meeting any representations which the member makes as to why the member should not be removed; and
- (v) allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

(5) Membership fees

The CIO may require members to pay reasonable membership fees to the CIO.

(6) Full membership

Full membership of the CIO is available to anyone holding a current, paid-up tenancy of one or more allotment plots at the Northcliffe Park allotment site in Shipley, West Yorkshire.

(7) Informal or associate (non-voting) membership

- (a) Associate (non-voting) membership is available to any individual, corporate body, or individual or corporate body representing an organisation which is not incorporated.
- (b) The charity trustees may create other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.
- (c) Other references in this constitution to "members" and "membership" do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

10. Members' decisions

(1) General provisions

Except for those decisions that must be taken in a particular way as indicated in sub-clause (4) of this clause, decisions of the members of the CIO may be taken either by vote at a general meeting as provided in sub-clause (2) of this clause or by written resolution as provided in sub-clause (3) of this clause.

(2) Taking ordinary decisions by vote

Subject to sub-clause (4) of this clause, any decision of the members of the CIO may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting.

(3) Taking ordinary decisions by written resolution without a general meeting

- (a) Subject to sub-clause (4) of this clause, a resolution in writing agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:
 - (i) a copy of the proposed resolution has been sent to all members eligible to vote; and
 - (ii) a simple majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within a period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature (or in the case of an organisation which is a member, by execution according to its usual procedure), by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.
- (b) The resolution in writing may comprise several copies to which one or more members has signified their agreement.
- (c) Eligibility to vote on the resolution is limited to members who are members of the CIO on the date when the proposal is first circulated in accordance with paragraph (a) above.
- (d) Not less than 10% of the members of the CIO may request the charity trustees to make a proposal for decision by the members.
- (e) The charity trustees must within 21 days of receiving such a request comply with it if:
 - (i) The proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;
 - (ii) The proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
 - (iii) Effect can lawfully be given to the proposal if it is so agreed.
- (f) Sub-clauses (a) to (c) of this clause apply to a proposal made at the request of members.

(4) Decisions that must be taken in a particular way

- (a) Any decision to remove a trustee must be taken in accordance with clause [15 (2)].
- (b) Any decision to amend this constitution must be taken in accordance with clause [28] of this of this constitution (Amendment of Constitution).

- (c) Any decision to wind up or dissolve the CIO must be taken in accordance with clause [29] of this constitution (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the CIO to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011.

11. General meetings of members

(1) Types of general meeting

There must be an annual general meeting (AGM) of the members of the CIO. The first AGM must be held within 18 months of the registration of the CIO, and subsequent AGMs must be held at intervals of not more than 15 months. The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the trustees' annual report, and must elect trustees as required under clause [13].

Other general meetings of the members of the CIO may be held at any time.

All general meetings must be held in accordance with the following provisions.

(2) Calling general meetings

(a) The charity trustees:

- (i) must call the annual general meeting of the members of the CIO in accordance with sub-clause (1) of this clause, and identify it as such in the notice of the meeting; and
- (ii) may call any other general meeting of the members at any time.

(b) The charity trustees must, within 21 days, call a general meeting of the members of the CIO if:

- (i) they receive a request to do so from at least 10% of the members of the CIO; and
- (ii) the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.

(c) If, at the time of any such request, there has not been any general meeting of the members of the CIO for more than 12 months, then sub-clause (b)(i) of this clause shall have effect as if 5% were substituted for 10%.

- (d) Any such request may include particulars of a resolution that may be properly proposed, and is intended to be proposed, at the meeting.
- (e) A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
- (f) Any general meeting called by the charity trustees at the request of the members must be held within 28 days from that date on which it is called.
- (g) If the charity trustees fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.
- (h) A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.
- (i) The CIO must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the charity trustees to duly call the meeting, but the CIO shall be entitled to be indemnified by the charity trustees who were responsible for such failure.

(3) Notice of general meetings

- (a) The charity trustees, or, as the case may be, the relevant members of the CIO, must give at least 14 clear days' notice of any general meeting to all of the members, and to any charity trustee of the CIO who is not a member.
- (b) If it is agreed by not less than 90% of all the members of the CIO, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause (3)(a) of this clause have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.
- (c) The notice of any general meeting must:
 - (i) state the time and the date of the meeting;
 - (ii) give the address at which the meeting is to take place;
 - (iii) give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and
 - (iv) if a proposal to alter the constitution of the CIO is to be considered at the meeting, include the text of the proposed alteration;

- (v) include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or re-election as trustee, or where allowed under clause [22] (Use of electronic communication), details of where the information may be found on the CIO's website.
- (d) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.
- (e) The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the CIO.

(4) Chairing of general meetings

The person nominated as chair by the charity trustees under clause [19](2) (Chairing of meetings), shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of the CIO who are present at a general meeting shall elect a chair to preside at the meeting.

(5) Quorum at general meetings

- (a) No business may be transacted at any general meeting of the members of the CIO unless a quorum is present when the meeting starts.
- (b) Subject to the following provisions, the quorum for general meetings shall be the greater of 5% or three members. An organisation represented by a person present at the meeting in accordance with sub-clause (7) of this clause, is counted as being present in person.
- (c) If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.
- (d) If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must be notified to the CIO's members at least seven clear days before the date on which it will resume.
- (e) If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.

- (f) If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

(6) Voting at general meetings

- (a) Any decision other than one falling within clause [10(4)] (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting. Every member has one vote unless otherwise provided in the rights of a particular class of membership under this constitution.
- (b) A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by the chair or by at least 10% of the members present in person at the meeting.
- (c) A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.
- (d) A poll may be taken:
 - (i) at the meeting at which it was demanded; or
 - (ii) at some other time and place specified by the chair; or
 - (iii) through the use of postal or electronic communications.
- (e) In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second, or casting vote.
- (f) Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

(7) Representation of organisations and corporate members

An organisation or a corporate body that is a member of the CIO may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the CIO.

The representative is entitled to exercise the same powers on behalf of the organisation or corporate body as the organisation or corporate body could exercise as an individual member of the CIO.

(8) Adjournment of meetings

The chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

12. Charity trustees

(1) Functions and duties of charity trustees

The charity trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:

- (a) to exercise his or her powers and to perform his or her functions as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- (b) to exercise, in the performance of those function, such care and skill as is reasonable in the circumstances having regard in particular to:
 - (i) any special knowledge or experience that he or she has or holds himself or herself out as having and
 - (ii) if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

(2) Eligibility for trusteeship

- (a) Every charity trustee must be a natural person.
- (b) No one may be appointed as a charity trustee:
 - If he or she is under the age of 16 years; or
 - if he or she would automatically cease to hold office under the provisions of clause [15(1)(f)].
- (c) No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.
- (d) At least one of the trustees of the CIO must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustee or

trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

(3) Number of charity trustees

- (a) There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new trustee.
- (b) The maximum number of charity trustees is eleven. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed the maximum.

(4) First charity trustees

The first charity trustees of the CIO are:

- NAME
- NAME
- NAME
- NAME
- NAME

13. Appointment of charity trustees

- (1) At the first annual general meeting of the members of the CIO all the charity trustees shall retire from office.
- (2) At every subsequent annual general meeting of the members of the CIO, one-third of the charity trustees shall retire from office. If the number of charity trustees is not three or a multiple of three, then the number nearest to one-third shall retire from office, but if there is only one charity trustee, he or she shall retire;
- (3) The charity trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any trustees were last appointed or reappointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot;
- (4) The vacancies so arising may be filled by the decision of the members at the annual general meeting; any vacancies not filled at the annual general meeting may be filled as provided in sub-clause (5) of this clause;
- (5) The members or the charity trustees may at any time decide to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause [15] (Retirement and removal of charity trustees), or as an additional charity trustee, provided that the limit specific in clause [12(3)] on the number of charity trustees would not as a result be exceeded;

- (6) A person so appointed by the members of the CIO shall retire in accordance with the provisions of sub-clauses (2) and (3) of this clause. A person so appointed by the charity trustees shall retire at the conclusion of the next annual general meeting after the date of his or her appointment, and shall not be counted for the purpose of determining which of the charity trustees is to retire by rotation at that meeting.

14. Information for new charity trustees

The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

- (a) a copy of this constitution and any amendments made to it; and
- (b) a copy of the CIO's latest trustees' annual report and statement of accounts.

15. Retirement and removal of charity trustees

- (1) A charity trustee ceases to hold office if he or she:
- (a) retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
 - (b) is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
 - (c) dies;
 - (d) in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - (e) is removed by the members of the CIO in accordance with sub-clause (2) of this clause; or
 - (f) is disqualified from acting as a charity trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- (2) A charity trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause [11], and the resolution is passed by a two-thirds majority of votes cast at the meeting.

- (3) A resolution to remove a charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the CIO.

16. Reappointment of charity trustees

Any person who retires as a charity trustee by rotation or by giving notice to the CIO is eligible for reappointment.

17. Taking of decisions by charity trustees

Any decision may be taken either:

- at a meeting of the charity trustees; or
- by resolution in writing or electronic form agreed by a majority of all the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the charity trustees has signified their agreement. Such a resolution shall be effective provided that
 - a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and
 - the majority of all the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve within 28 days of the circulation date.

18. Delegation by charity trustees

- (1) The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they must determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.
- (2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:

- (a) a committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;
- (b) the acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
- (c) the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

19. Meetings and proceedings of charity trustees

(1) Calling meetings

- (a) Any charity trustee may call a meeting of the charity trustees.
- (b) Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

(2) Chairing of meetings

The charity trustees may appoint one of their number to chair the meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair the meeting.

(3) Procedure at meetings

- (a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three charity trustees, or the number nearest to one third of the total number of charity trustees, whichever is greater, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.
- (b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- (c) In the case of an equality of votes, the chair shall have a second or casting vote.

(4) Participation in meetings by electronic means

- (a) A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.

- (b) Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- (c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

20. Saving provisions

- (1) Subject to sub-clause (2) of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:
 - who was disqualified from holding office;
 - who had previously retired or who had been obliged by the constitution to vacate office;
 - who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

- (2) Sub-clause (1) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees, but if for clause (1), the resolution would have been void, or if the charity trustee has not complied with clause (7) (Conflicts of interest).

21. Execution of documents

- (1) The CIO shall execute documents either by signature or by affixing its seal (if it has one).
- (2) A document is validly executed by signature if it is signed by at least two of the charity trustees.
- (3) If the CIO has a seal:
 - (a) it must comply with the provisions of the General Regulations; and
 - (b) it must only be used by the authority of the charity trustees or of a committee of charity trustees duly authorised by the charity trustees. The charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two charity trustees.

22. Use of electronic communications

(1) General

The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- (a) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
- (b) any requirements to provide information to the Commission in a particular form or manner.

(2) To the CIO

Any member or charity trustee of the CIO may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

(3) By the CIO

- (a) Any member or charity trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.
- (b) The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:
 - (i) provide the members with the notice referred to in clause 11(3) (Notice of general meetings);
 - (ii) give charity trustees notice of their meetings in accordance with clause 19(1) (Calling meetings); and
 - (iii) submit any proposal to the members or charity trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 10 (Members' decisions), 10(3) (Decisions taken by resolution in writing).
- (c) The charity trustees must:
 - (i) take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal;

- (ii) send any such notice or proposal in hard copy form to any member of charity trustee who has not consented to receive communications in electronic form.

23. Keeping of registers

The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and charity trustees.

24. Minutes

The charity trustees must keep minutes of all:

- (1) appointments of officers made by the charity trustees;
- (2) proceedings at general meetings of the CIO;
- (3) meetings of the charity trustees and committees of charity trustees including:
 - the names of the trustees present at the meeting;
 - the decisions made at the meetings; and
 - where appropriate the reasons for the decisions;
- (4) decisions made by the charity trustees otherwise than in meetings.

25. Accounting records, accounts, annual reports and returns, register maintenance

- (1) The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statement of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.
- (2) The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

26. Rules

The charity trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

27. Disputes

If a dispute arises between members of the CIO about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

28. Amendment of constitution

As provided by clauses 224-227 of the Charities Act 2011:

- (1) This constitution can only be amended:
 - (a) by resolution agreed in writing by all members of the CIO; or
 - (b) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the CIO.
- (2) Any alteration of clause 3 (Objects), clause [29] (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.
- (3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- (4) A copy of any resolution altering the constitution, together with a copy of the CIO's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

29. Voluntary winding up or dissolution

- (1) As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:
 - (a) at a general meeting of the members of the CIO called in accordance with clause [11] (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
 - (i) by a resolution passed by a 75% majority of those voting, or
 - (ii) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or
 - (b) by a resolution agreed in writing by all members of the CIO.
- (2) Subject to the payment of all the CIO's debts:

- (a) Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.
 - (b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.
 - (c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- (3) The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:
- (a) the charity trustees must send with their application to the Commission:
 - (i) a copy of the resolution passed by the members of the CIO;
 - (ii) a declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
 - (iii) a statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;
 - (b) the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.
- (4) If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

30. Interpretation

In this constitution:

“connected person” means:

- (a) a child, parent, grandparent, brother or sister of the charity trustee;
- (b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the charity trustee or with any person falling within sub-clauses (a) or (b) above;
- (d) an institution which is controlled:

- (i) by the charity trustee or any connected person falling within sub-clauses (a), (b), or (c) above, or
 - (ii) by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate in which:
- (i) the charity trustees or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 applies for the purpose of interpreting the terms used in this constitution.

“General Regulations” means the Charitable Incorporated Organisations (General) Regulations 2012.

“Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The **“Communications Provisions”** means the Communications Provisions in [Part 10, Chapter 4] of the General Regulations.

“charity trustee” means a charity trustee of the CIO.

A **“poll”** means a counted vote or ballot, usually (but not necessarily) in writing.

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The Localism Act 2011

Community Asset Transfer Application

Stage 2

This application form can only be submitted after the Stage 1 (suitability) application form has been approved by the Strategic Asset Management Team. The form requests all the information that the Council needs to make a decision. It should be noted that the range of information required to be provided for each section will vary depending on the circumstances of the transfer. However, you should try to provide as much information as possible for each section to ensure that the Council can effectively process your application. Please write “not applicable” if a section does not apply to you.

The information required should be drawn from a range of existing documentation including: the Organisation’s Constitution; Business Plan, Asset Management Plan and documents such as Annual Reports. A copy of your Business Plan should be included with your application form. Most of the information required to complete this form should be contained in the Business Plan. Therefore, the Council is looking for a concise summary or the relevant page/paragraph/section to be provided on the application form.

Try to cross-reference each section in the application form with the relevant section on the Business Plan. Questions 1 to 5 ask for broadly similar information to that originally submitted in the Stage 1 application.

Your completed application should be sent to:

Strategic Asset Management
1st Floor Argus Chambers
Britannia House
Bradford
BD1 1HX

Or by email to nigel.gillatt2@bradford.gov.uk

1. Details of the land or building(s) you are interested in	
Name of the asset	Northcliffe Allotments (both sites)
Address of the asset	Northcliffe Park Off Cliff Wood Avenue ShIPLEY BD18 3DE
Length of lease requested	99 years
2. About you	
Title	Dr
First name	Val
Surname	Harris
Address	██████████
Postcode	██████████
Telephone number	████████████████████
Email address	████████████████████
Your position in the organisation	Company secretary
<p>Give details of the person who will be responsible for managing the project and what arrangements will be put in place for monitoring, reporting, administration and financial management of the project.</p> <p>The committee will take responsibility for managing the site; the chair ██████████ will oversee the meetings and discussions required. ██████████ as treasurer will deal with all things relating to financial reporting and management. The reporting for the Charity Commission and Companies House will be undertaken by Val Harris as Company Secretary. ██████████ acts as minutes' secretary. The day to day work of letting the vacant plots is carried out by the site reps Val Harris and ██████████. ██████████ and ██████████ deal with all the social media we use, Facebook, Instagram and twitter. Events are organised through the committee with named people taking the lead on the plant swap, bonfire evening etc. ██████████ leads on the hire of tools, tool maintenance and on working parties to ensure the site is maintained. Val Harris leads on the inspections and is supported by other members of the committee, for the next inspection it will be ██████████.</p> <p>We have developed, or are in the process of developing, all the necessary forms, policies and systems required to run the site effectively and use Drop Box to store information that all the committee need access to. A web site to deal with the waiting list and financial</p>	

payments is being developed and will be operation before we take over management of the site in 2019.

3. About your organisation

Name of organisation	Northcliffe Allotment Society	
Address	C/O Co Secretary as above	
Postcode		
Telephone number		
Email address		
Organisation type	Please indicate	Registration number of charity and/or company (if applicable)
Parish council		
Charity	Applying for a Charitable Incorporated Organisation status	
Community interest company		
Unincorporated body		
Company limited by guarantee		

We are becoming a Charitable Organisation Company and application is currently being made to the Charity Commission and we should have our number shortly.

If you are a partnership, provide details of all the partners involved.

Does your organisation have a written constitution?
(Please provide a copy)

Yes

Does the organisation produce an annual report on its activities?

It reports to the AGM and the minutes of this meeting are made available to all members

When was the organisation established?

The society was set up as an unincorporated body in 2006
The application to become a CIO was agreed in June 2018

What are the main aims and purposes of your organisation?

Outline its proven track record in community involvement, previous successful experience and ability to manage an asset.

According to our new constitution the object of the CIO is:

To further or benefit the residents of Shipley (West Yorkshire) and the surrounding area without distinction of age, gender, sexual orientation, race or political, religious or other opinions by providing allotment facilities in the interests of social welfare for recreational leisure time occupation with the objective of improving life for the residents.

Which basically means that we plan to provide allotments to people who want them who live in the Shipley or surrounding areas, and that we will look for opportunities to engage the wider community

Track Record

The society committee runs the society for the benefit of its 130 members; increasingly it has taken over tasks previously undertaken by council staff; the lease agreed in 2018 formally allows us to undertake site maintenance, water readings, boundary wall repairs, carrying out the inspections and lettings, dealing with the day to day problems of the site.

It has its own club house, which it uses for committee meetings, meeting new tenants, regular working parties (its own and in conjunction with FON) and a large container in which it stores its equipment and tools.

Committee members liaise with other organisations – Parks Dept, Woodland services, NEET, FON.

It organises events for plot holders – plant sales, BBQs, bonfire night and the bulk buying of manure/ scaffold boards. It organises several member’s meetings with speakers, talks and discussions throughout the year.

The current committee was elected in 2018; during the previous year it had been involved in strengthening governance arrangements, reviewing and revising policies, developing meeting protocols, updating the membership and financial systems, moving towards becoming an incorporated body, and increasing consultation and communication with its members – through meetings, consultation events on site, regular newsletter, a Facebook page, Twitter and Instagram, as well as an increasing use of email alerts and snail mail notices.

Most of committee members have current or recent experience of managing assets, including:

- chairing the governing body of a school
- chairing and board membership of non-profit organisations created through transfer of community buildings by local authorities
- housing association land and asset management experience
- consultancy to management committee members of community centres
- members of management committees from national bodies through to local community groups
- some committee members have extensive experience of project management as well as strategic and operational management as part of their day jobs.
- Chair of National Co Ltd by Guarantee – not for profit

4. Use

Describe how you will use the asset.

Primarily to ensure the continued effective management of the allotments with a strong community focus so that people can grow their own fruit and vegetables.

We want to ensure that the site is managed well, that voids/ empty plots are kept to a minimum and that plots are re-let quickly, that the site is regularly maintained, and issues are dealt with promptly and efficiently.

We aim to bring more plots back into a lettable condition to meet the demands of the waiting list and the local community.

We plan to develop some of the derelict land at the top of the bottom allotment site for use by the wider community.

If the asset is to be used by the general public, provide details of lettings policies and opening times.

The allotment sites are not open to the public.

The community space will be open to members of the public once the space is assessed from both a health and safety and biodiversity angle and the format of opening times will be agreed nearer the time.

Describe what provisions will be made for disabled people.

We encourage people to look at alternative ways of cultivation such as the no dig methods; we provide cardboard for people to use as weed suppressants and to protect their soil in winter. The new system of row reps will enable us to know when people need additional help. There is a system for getting hedges cut, plots strimmed etc where people are not able to do this themselves.

We have received a grant from Greggs to do work on the project site, to improve access for wheelchair users and partially sighted people. We are creating sensory gardens and making safe spaces to sit and enjoy the area.

We may develop a community allotment area which is easier for disabled people to contribute to.

Will any modifications need to be made to make the asset suitable for your purposes?

If yes, describe the modifications and attach any supporting documents and drawings and include any discussion you have had with the Council departments e.g. Planning, Building Control etc. Not to the allotment sites.

What benefits will you bring to the local community?

There is plenty of evidence that mental health and wellbeing is improved by spending time outdoors, whether that is as plot holders, being involved as volunteers in the development of the community space, or simply enjoying being in the open air. We will manage the asset so that its long-term future is ensured and sustained, and that the allotment sites contribute to the overall offer to the public that is Northcliffe Park and Woods.

- Northcliffe Allotment Society has strong links with the Friends of Northcliffe, and currently supports their mid-week conservation group by providing storage space for their equipment, a meeting point, and space for tree nursery. We are encouraging more people to become involved in the wider conservation of Northcliffe Woods.
- We work with NEET to support their activities and encourage plot holders to buy plants and compost from NEET
- We are involved with Bangor University, supporting their research on the development of disease resistant potato varieties, and encouraging people to get involved in this project
- We have created space for a pollinating bee hive which will benefit wildlife in the park generally
- The development plan for the community space involves creating sitting out areas, sensory gardens, wild life areas, additional car parking and spaces for community events.
- Through the organising of social events and the working parties to improve the communal areas on the site and to bring back plots into use, we are creating more of a sense of community around the allotment sites and enabling people to

develop friendships and decrease social isolation.

- This year we have created 3 new plots from formerly derelict land and aim to create 3 more next year.
- We have been in discussions with the Princes Trust about them running further short term projects to aid the development of the community space.
- We work with the Forest of Bradford who have put their teams into the allotment site to create hedges which will help make the allotment site more secure
- We have formulated a 5 year development plan that covers all of the above activities but also allows us to take up other opportunities as they arise

What is the catchment area for the project and what population and/or community/ies will the asset serve?

Preference will be given to people living in Shipley, including Saltaire and extending to parts of Baildon/ Bingley; we can let plots to the wider area but our experience is that the further away people live the less they are likely to be able to maintain their plot successfully.

Provide details of how the wider community and service users will be involved in running the project.

Service users in this context are the plot holders. They elect the committee at the AGM. This year we have instituted the idea of row reps and so we have many more people directly involved in the society's day to day running; we organise events and working parties and plot holders can get involved at whatever level they choose.

For the wider community there are opportunities to plot share with friends and family, to become involved in the development of the project site, to attend the working parties for the allotment and with FON, and to join in events such as the plant swaps, BBQs, tea and cakes sessions and bonfires; we have people who have had to give up their plots who maintain their involvement with us through such events and opportunities.

Explain how the use of the asset will benefit the local community e.g.:
(you can summarise from your business plan)

Employment opportunities

We would expect to have contracts with local tradespeople for specialist services such as dry stone walling; welders for padlock repairs, book keeping services etc but not to employ people directly.

Income generation

See the spread sheet

Income will primarily be generated through the annual fee for the plot and water, along with the society membership fees, tool hire, and fundraising at our events, such as raffles, sale of produce, refreshments, and profit made on bulk buys such as scaffold boards.

We have successfully sought, and may continue to seek, grants to develop the community space and the new allotment area. We will also look at the possibility for grant aid to assist with the backlog of maintenance on the site, primarily for the perimeter fence along the main track in Northcliffe and for repairs to the perimeter stone walls, this would enable us to speed up the rate of repair and replacement, currently scheduled in over a 10 year period assuming no grants are received. We are working with bfunded who are identifying potential sources of funding for the development of the site and the community space.

Training opportunities

We do not tend to offer training to the wider public; we may take further placements from organised groups like the Princes Trust; we run practical growing classes for plot holders and others on site.

Environmental benefits

Managing the site to increase biodiversity through encouraging hedging suitable for birds, developing the project site especially the area that we are working with FON to create more of a wildlife area; this is working to the extent that we had whitethroats nesting here for the first time this year! We encourage organic gardening and promote pollinating plants being grown. We have a pollinating bee hive on the project site. We will disseminate information about the site through our notice boards and social media.

Quality of life benefits

We provide opportunities for people to be outdoors which is well known to improve people's mental and physical health. Allotment grown fresh fruit and veg encourages healthy eating. We are continually trying to create a friendly community within the allotments so that people feel some sense of belonging, which can reduce loneliness and promote a sense of achievement by helping each other.

Community safety

Generally people being seen to be active in a public place gives a feeling of the area being safer. We support plot holders who are on the receiving end of vandalism. We have installed some CCTV type equipment on the site. We have good relationships with the local community police.

Meets an existing need resulting from lack of local service (if applicable)

Not applicable

Other – please specify

5. Consultation

Give details and supporting evidence of which key stakeholders were consulted, method of consultation and support shown for the project.

Stakeholder group	Method of consultation	Overall support for the project
Local community	If community is defined as the plot holders then several meetings have been held, along with newsletters, emails and various events where the idea has been discussed	yes
Elected members	Discussions over the years with ward councillors	yes
Other local community groups	The main ones within the Northcliffe area are FoN and NEET, discussions have been held at committee meetings with them, both of who are very supportive. The FON midweek conservation group is engaged in the development of the project site. Forest of Bradford support practically by the provision of trees and help with planting.	yes
Others (please specify)		

6. Financial information

What funding have you obtained so far?

Funding source	Date of Application	Amount	Capital and/or revenue
Greggs	May 2017	1312.00	capital

Detail any conditions attached to your funding.

For development of additional allotments and for the adjoining community space before April 2019

What funding have you applied for but are still awaiting a response?

Funding source	Date of application	Amount	Capital and/or revenue

Provide details of any other sources of funding you might have access to.

e.g. voluntary donations, borrowing etc.

We have a wish list which we are looking for funders for relating to the perimeter fences, water onto the project site and new allotments, grey water systems, toilets and workshop. We are working with bfunded to explore opportunities for funding.

Provide a full business plan and cash flow forecast for the next five years showing both capital and revenue income and expenditure.

(It is important you provide as much detail as possible).

See attached

7. Marketing plan

Provide details of how you will develop this plan.

We need to keep a waiting list so that we can let plots as they become available; we plan to use a number of methods to ensure people know they can apply for a plot

- Notice boards around the site on public footpaths
- Email updates to nearby allotments with longer waiting lists eg Saltaire
- Supply information to the Saltaire and Bradford review magazine
- Posters in libraries, community centres
- Events on the community site
- Social media
- Open community events such as the plant swap and bonfires
- Council link to our website
- Advertise through the newsletters of FON and NEET

8. Management plan

Provide information about who has been involved in developing the plan and details of how the asset will be managed to ensure overall compliance with statutory requirements to ensure it remains fit for purpose.

This has been primarily undertaken by the committee, involving members through their quarterly meetings, where members have been contributing ideas such as the inspection checklist, waiting list priorities, row reps, and the aims and objects of the new COC
The asset will be managed by the committee with reports and discussions at the members' meetings to approve substantial changes.

A maintenance and site improvement plan has been drawn up and costed which will cover how to deal with the backlog of repairs needed and looking forward to establishing a regular maintenance schedule. It will also deal with some legacy plots which are not fit to let out and how to ensure that plots can be returned to a reasonable state so they can be re-let quickly, thus maximising income.

All plots are being measured and will be allocated to one of 3 sizes; the charge for the plot will be determined by the meterage of plots within each of these bandings; this will reduce the current feeling of inequality of people paying the same amount for very different amounts of land.

Twice annual inspections will be carried out against an agreed checklist of criteria (already piloted) with follow up checks to see if issues have been dealt with.

The new system of row reps will help bridge the gap between tenants and the committee to provide additional support and practical help if needed to maintain their plots.

9. Risk analysis

Identify the main risks to your project and the action you will take to mitigate their effect.

1. allotments falling out of favour and people not wanting them; we would look at the marketing plan and further target our adverts to attract new people, possibly from a wider area; we would encourage existing tenants to take on more land by combining plots again
2. the water supply system failing or needing major repairs; we need to get further information prior to signing lease so that we can agree a maintenance plan
3. Northcliffe is held in Trust by the Council and if the Trustees decided that it is in the interests of the trust to sell land or change the use from that intended by Sir Norman Rae this could jeopardise the future of the allotments (who would want a plot near a crematorium for example); to engage with FON and the Council over possible threats to the allotment sites and the wider area of Northcliffe
4. Risk that the allotment site becomes unsustainable because the wider Northcliffe estate falls into serious disrepair / becomes overgrown and unusable as a result of cuts to local government funding. Beyond lobbying councillors and local authority officers for resources, we will have limited means of mitigating this risk.

10. Submitting your nomination

What to include

- Your organisation's Constitution, Articles of Association or Trust Deed

By signing your name here (if submitting by post) or typing it (if submitting by email) you are confirming that the contents of this form are correct, to the best of your knowledge.

Signature**Val Harris**.....
Name**Dr Val Harris**.....
Position**Company Secretary**.....
Date**27th August 2018**.....

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