

Sell or lease property to someone connected to your charity - TENNIS COURTS

Use this form to apply for the Charity Commission's consent to sell or lease property to someone connected to your charity.

Before you start You should read our information on selling and leasing charity property: Disposals that need our authority: sales, leases, transfers or mortgages – detailed guidance Disposing of land to a connected person - detailed guidance

What you will need to tell us You will need to have the following to hand:

- name of the connected person or people and how they are connected with your charity
- full explanation about why selling or leasing to this person is in the best interests of your charity
- details of how the conflict of interest has been managed
- qualified surveyor's report in accordance with the regulations
- description of the property whether the property includes designated land (land designated for a particular purpose)
- details of any opposition to the proposal

Apply to dispose of charity land to a connected person · ·

All fields marked * must be answered

About this application

Your charity name* ·

The Alice Park

Your registered charity number (if applicable) ·

304650

Name of the person we should contact about this disposal* ·

Laura Chesham

Contact email address* ·	Ichesham@vww.co.uk
Contact telephone number* ·	0117 314 5314
Charity Commission case reference number (if applicable)	N/A
About the connected person	
· Full name of connected person*	<p>Stage 1: Michael Hewitt (Nominee), an employee of Bath and North East Somerset Council (BANES)</p> <p>Stage 2: BANES</p> <p>It is proposed that a lease is first granted to the Nominee and then this lease will be assigned to BANES. This two-stage process is required because BANES (in its capacity as trustee of the charity) is not able to grant a lease directly to itself in its local authority capacity.</p>
<p>How is this person connected? * ·</p> <ul style="list-style-type: none"> • A trustee of or for the charity • A donor of any land to the charity • A close relative of either of the above, for example, a child, parent, grandchild, grandparent, brother or sister (or husband, wife or civil partner of any of these) • An officer, agent or employee of the charity • An institution controlled by any of the above • A body corporate in which any of those above have a substantial 	<p>The Nominee is an employee of BANES.</p> <p>BANES is the sole corporate trustee of The Alice Park.</p>

interest	
Did the connected person have any involvement in the decision-making process to dispose of the land?	There is a sub-committee established for the charity which considers the business of the charity and takes decisions on BANES' behalf. Although the sub-committee is comprised of Councillors, BANES considers that conflicts of interest/duty are appropriately managed, and the sub-committee acts independently and solely and exclusively in the interests of the charity when taking decisions concerning the charity.
Did the connected person have any access to information in connection with other bids or offers for the land / property?	N/A
How did the trustees make the decision to dispose of the land to this person?	At a public meeting of the Alice Park Trust sub-committee dated 23 December 2019. The Agenda and minutes of which can be found here https://democracy.bathnes.gov.uk/ieListDocuments.aspx?Cid=579&Mid=5720&Ver=4
What options were considered?	No other options were considered by the charity. The terms of the proposed disposal are unique and are unlikely to be viable if a different third party were involved.
Why the disposal is in the charity's best interests	
<p>You should say when the trustees met to discuss the disposal and explain why they feel it is in the charity's best interests. For example, the connected person is offering market price or better. *</p> <p>Maximum 5,000 characters</p>	<p>The charity provides a public park and play area (for children under 14 years of age) in Bath in advancement of its charitable purposes. The park is open to the public throughout the year. There are various facilities available at the park, including tennis courts, a children's cycling track, table tennis and space for team sports to be played.</p> <p>There is a chalet situated at the park, which the charity leases to a third party for use as a café There is a cottage within the park that is leased to a third party to use as a Nursey and a public convenience leased to Healthmatic. The rental income is used in the upkeep of the park. The charity also receives income from the hire of tennis</p>

courts. The total income from this activity is approximately £1,500 per annum.

There are six tennis courts situated within the park (approximately 0.89 acres of the 8 acres comprising the park). The courts are tarmac covered and fenced. They are now over 20 years old and, as a result, they are in a relatively poor state of repair. Although the courts remain useable, the charity has been advised that they are nearing the end of their useful life.

The Lawn Tennis Association recommends annual maintenance and lifecycle replacement costs for six tennis courts would cost approximately £9,000 per annum. As the annual income from the courts is only £1,500, clearly this is not sufficient to be able to maintain the tennis courts to an appropriate standard. Each year the tennis courts are not capable of being maintained to this standard by the charity, the further disrepair they fall into. As we have referred to above, the charity's other income is also limited and therefore it is not possible to use this to supplement the income from the tennis courts to meet the upkeep and maintenance costs. There is increasing concern that health and safety issues may arise if no steps are taken to improve the facility.

The charity considers that if a modern replacement facility could be provided at the park, it would increase the number of users of the tennis courts; thereby increasing the public benefit arising from the charity's activities. The cost of a replacement facility is likely to be around £150,000. However, as we have identified above, the charity has a limited income. BANES (in its capacity as local authority) supplements the charity's income to cover its costs. The charity therefore does not have any reserves with which to expand the charity's activities/facilities.

A proposal to re-develop the tennis courts was presented to the sub-committee in September 2019.

Under the proposed new lease arrangements, the charity and BANES will share in the profit arising from the hire of the tennis courts to the public. The charity will therefore benefit from this income whilst not being required to meet the cost of

	<p>maintaining the facility.</p> <p>The sub-committee therefore considers it is in the best interests of the charity to enter into a lease of part of the tennis courts to BANES to allow BANES to re-develop the existing facilities, and that the grant of the proposed lease is in furtherance of the charity's purposes. The charity considers that being able to offer modern replacement tennis courts at the park will allow the charity to benefit a larger section of the public.</p>
Is there a clause or provision in the charity's governing document that prohibits the disposal of land to a connected person?	No
· About your surveyor's report	
Have the trustees received a surveyor's report?	Yes
What does the report say about marketing the property? We may request a copy of the report at a later date.	The report confirms that, due to the unique terms of the proposed disposition, including the investment by the tenant, the proposed disposition should not be advertised.
Have the trustees acted on the advice about marketing?	Yes
What does the report say about the value of the land to be disposed?	One peppercorn
Have the trustees acted on the advice about the value of the land?	Yes
What are the terms of the lease or sale the trustees are considering accepting?	<p>Term: 25 years</p> <p>Rent: one peppercorn</p> <p>Permitted use: tennis courts and ancillary recreational use</p>

	<p>Break clause: none</p> <p>Rent reviews: none</p> <p>Alienation: prohibited (except to allow for the assignment of the lease to complete the second stage transfer referred to above)</p> <p>Repairing obligations: fully repairing; requirement for the tenant to keep the demised area in good repair</p> <p>Dilapidations: tenant to reinstate the demised area (limited by reference to a schedule of condition)</p> <p>Landlord and Tenant Act 1954 protection: none</p> <p>Alterations: external and internal structural and non-structural alterations permitted with landlord's consent (such consent not to be unreasonably withheld)</p> <p>Service charge: none</p> <p>Rates and utilities: tenant directly liable for all outgoings associated with the tennis courts (if any)</p>
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About the land

<p>Is there a clause or provision in the charity's governing document that prohibits the disposal of land to a connected person?</p>	<p>No</p>
<p>Do the trustees have the power to dispose of the land?</p>	<p>Yes</p>
<p>Do the trustees own the legal interest in the property or land to be disposed?</p>	<p>Yes</p>

<p>· Full postal address or brief description of the land*</p> <p>Maximum 5,000 characters</p>	<p>Part of the land known as "The Alice Park" Gloucester Road, Larkhall, Bath, BA1 7BL</p>
<p>Is the land registered with HM Land Registry? *</p>	<p>[TBC]</p>
<p>If Yes, Land Registry or Registered lease title number</p>	<p>[TBC]</p>
<p>· If the land is not registered give details of the conveyance or lease by which it was acquired</p>	<p>Conveyance dated 19 May 1937</p>
<p>· What the land is used for</p>	
<p>If any part of the land is leased to another party, please give details of the lease</p> <p>Maximum 2,000 characters</p>	<p>N/A</p>
<p>Is it designated land (that is land settled on specific charitable trusts held by the charity and required to be used for a particular purpose or purposes of the charity)? *</p>	<p>No</p>
<p>If No, Is the land used for other purposes of the charity? *</p>	<p>Yes</p>
<p>If Yes (Explain briefly what purposes the land is used for (you may need to refer to the deeds of the land or your charity's governing document) *</p> <p>Or</p>	<p>The land is used as a public park and children's play area. Various recreational facilities are offered, including tennis courts, a children's cycling track, table tennis and space for team sports to be played.</p> <p>There is a cottage situated within the park which is leased to a third party who</p>

If No (Explain briefly how the land is used) *	provides a café.
<p>Disposing of designated land</p> <p>You must tell us in this form whether the designated land will be replaced - if not, you usually need to give public notice and we may need to contact you about changing your charity's purposes. Read our detailed guidance for more information.</p> <p>Explain briefly what specific purposes the land is required to be used for (you may need to refer to the deeds of the land or your charity's governing document). *</p> <p>Maximum 2,000 characters</p>	N/A
Are you replacing the designated land? *	N/A
About the disposal	
<p>Select an option that best describes the disposal* ·</p> <ul style="list-style-type: none"> • Freehold sale • Easement or grant of right of way • Lease for more than 7 years • Lease for 7 years or less with a fine or premium • Lease for 7 years or less with no fine or premium • Other (If 'Other' please specify*) <p>About fines and premiums</p>	Lease for more than 7 years

A fine or premium is a lump sum or other benefit, other than rent, paid to the charity on the granting of a lease.	
<p>If you are aware of any opposition to the disposal give details and explain the steps the trustees have taken to resolve these issues</p> <p>Maximum 5,000 characters</p>	None.
<p>Declaration</p> <p>You must confirm the following statements are correct:</p>	
<ul style="list-style-type: none"> All the facts and information supplied by or on behalf of this charity on this form are correct 	Yes
<ul style="list-style-type: none"> The trustees are satisfied they have been properly appointed 	Yes
<ul style="list-style-type: none"> The trustees have the power to dispose of the land 	Yes
<ul style="list-style-type: none"> There is no clause/provision in the governing document of the charity prohibiting the disposal of the charity's land to a connected person 	Yes
<ul style="list-style-type: none"> The charity owns the legal interest in the property described in section 4 	Yes
<ul style="list-style-type: none"> The trustees have taken appropriate steps to manage the conflict of interest: 	Yes
<ul style="list-style-type: none"> The connected person took no part in the decision-making 	Yes

process regarding disposal of the land	
<ul style="list-style-type: none"> The connected person has had no access to information in connection with other bids or offers for the land 	Yes
<ul style="list-style-type: none"> The trustees have received a report from a qualified surveyor who has reported in accordance with the Charities (Qualified Surveyors' Reports) Regulations 1992 	Yes
<ul style="list-style-type: none"> The trustees have met validly and decided that the disposal of the property is in the best interests of the charity 	Yes
<p>I confirm that all of the statements above are true and correct to the best of my knowledge, and that I am authorised to act on behalf of the trustees. *</p> <p>Conflicts of interest The person signing the form must not be the connected person in question. Read our guidance about conflicts of interest https://www.gov.uk/guidance/manage-a-conflict-of-interest-in-your-charity</p>	
Name of signatory*	Marie Todd
Capacity (for example trustee, secretary or clerk to the trustees, legal adviser etc) *	Clerk to the Alice Park Trust sub-committee
<p><i>Note: Providing false information</i></p> <p><i>It is an offence under section 60(1)(b) of the Charities Act 2011 to knowingly or recklessly provide false or misleading information.</i></p>	