

COUNCIL MEETING 18TH SEPTEMBER 2025

QUESTIONS AND ANSWERS - COUNCILLORS

M	01	Question from:	Cllr Joanna Wright
<p>The Recreation Ground site was conveyed to the Mayor, Aldermen and citizens of Bath in 1956 with strict covenants attached to preserving it as a green space for the community to enjoy for recreation. The terms of the Conveyance state it is not just for one particular sport, and certainly not professional sport. The Recreation Ground was a publicly-owned site with a clear mandate to be a green space for all amateur sporting activities. This agreement was signed under seal and it would appear that the only way to repeal it after many decades would be through Parliament. The Council has never asked for this agreement to be repealed. Various Trusts and Ltd Companies have been set up to manage the site since the 2002 High Court decision.</p> <p>Further B&NES Council issued a lease to Bath Rugby to host professional rugby at the Recreation Ground. This appears to be in direct opposition to the 1956 agreement, because that agreement stated that the use would not favour any particular sport, club or body and would only be for amateur sport.</p> <p>Please can you provide the legal advice to show that the Agreement signed under seal has been repealed?</p>			
Answer from:			Cllr Kevin Guy
<p>The statements upon which your questions are based are incorrect. The 1956 Conveyance did not impose a covenant preserving the Recreation Ground (RG) as a green space for the community to enjoy for recreation. The High Court Judgement in 2002 confirmed that the proposed sale agreement which had contained such a covenant did not make it into the final conveyance but that instead its wording should be tagged onto the wording of the trusts (see para 11. https://www.bailii.org/cgi-bin/format.cgi?doc=/ew/cases/EWHC/Ch/2002/1623.html&query=(.2002.)+AND+(EWHC)+AND+(1623)+AND+((Ch))). Although the 1922 covenants are referred to in the 1956 conveyance the Court of Appeal judgement https://www.bailii.org/ew/cases/EWCA/Civ/2021/1927.html confirmed that the benefit of the covenants did not annex to adjoining land and that there were no beneficiaries that could enforce the benefit</p>			

of the 1922 covenants. The supreme court subsequently refused permission to appeal.

It is for the Charitable Trustee(s) for the Trust to comply with the terms of the trust as set out in its objects and act in compliance with any scheme of arrangement for the management of the charitable Trust. The scheme of arrangement has been amended over time, but past scheme arrangements have permitted the Lease of part of the trust land to Bath Rugby Ltd for the purpose of a stadium. The Council is no longer a trustee or landowner of the Recreation Ground. Any responsibilities it had in either capacity were transferred when the Trust transferred to an independent body. That independent body subsequently incorporated as Bath Recreation Limited and the land transferred to the Official Custodian of Charities for the benefit of the Trust. Consequently, the Council has never had any need to seek any legal advice on repeal as referred to by you.

M	02	Question from:	Cllr Joanna Wright
<p>In 2014 B&NES Council made a policy in their Core Strategy 1B (8) B, and Placemaking Plan – Policy SB2, which says that the Council is content to have a stadium on the Recreation Ground, subject to the resolution of the unique legal issues which relate to the 1956 agreement. The complex legal framework set up by B&NES over decades appears to fail to deal with the primary situation that the Council finds itself in, namely that under the 1956 covenant it is still responsible to ensure that this green site is preserved for the community to enjoy for recreation, not just for one particular sport, and certainly not professional sport.</p> <p>Can you confirm that all these unique legal issues have now been resolved?</p>			
Answer from:			Cllr Kevin Guy
<p>See the answer to MO1 regarding the position on the so called “1956 covenant” and the responsibility of the Council to enforce it. In respect of the “unique legal issues”, these are, in the Council’s view, resolved. Please see the court of appeal decision referred to above.</p>			
M	03	Question from:	Cllr Joanna Wright
<p>The Officer employed to oversee the Planning Application 23/03558/EFUL is a consultant. How much is B&NES spending to pay for a consultant to oversee this application?</p>			

Answer from:	Cllr Kevin Guy
<p>The planning consultant costs are offset in this case by the applicant entering into a planning performance agreement (PPA). This is a discretionary service paid for by applicants in addition to the standard planning application fee to enable additional external resources to be procured. The PPA fee is based on an estimated cost to the service of the consultant's fee. As this case is ongoing the final costs cannot be provided.</p>	