



**First-tier Tribunal
(General Regulatory Chamber)
Charity**

Appeal Reference: CA/2013/0006; CA/2013/0007 and CA/2013/0008

Heard in public in Bristol on 20 October 2016

Before

**DAMIEN J. MCMAHON
Tribunal Judge
HELEN CARTER
Tribunal Member
MANU DUGGAL
Tribunal Member**

BETWEEN

JACK SPARROW

First Appellant

and

ROSEMARY CARNE

Second Appellant

and

NIGEL WEBSPER

Third Appellant

-and-

THE CHARITY COMMISSION FOR ENGLAND AND WALES

First Respondent

and

**STEPHEN BADDELEY
ELIZABETH BLOOR**

**DERWENT CAMPBELL
DAVID DIXON
DAVID DURDAN
DON EARLY
SIMON EMERY
GEOFFREY FAIRCLOUGH
MICHAEL LAUGHTON
(THE TRUSTEES OF BATH RECREATION GROUND)**

Second Respondent

The Appellants, and each of them, appeared in person.

The First Respondent was represented by Mr. Mark Vinall of counsel, instructed by the First Respondent.

The Second Respondent was represented by Mr. Matthew Smith of counsel, instructed by Veale Wasbrough Vizards, solicitors.

DECISION

The appeals, and each of them, are allowed in part.

The Scheme, as set out in the attached Order, shall take effect as of the date of this Decision and Order.

REASONS

Background

1. The First Respondent ('the Commission') on 12 June 2013, pursuant to its powers under section 69 of the Charities Act 2011 ('the Act') established a scheme ('the former Scheme') in respect of the charity known as The Recreation Ground, Bath (later known as 'Bath Recreation Ground Trust') ('the Charity').
2. Title to the lands of the Charity ('the Recreation Ground'), as set out in the Schedule to an Order made by the Commission dated 21 April 2015, was vested in the Official Custodian for Charities by the said Order in trust for the Charity that manages the Recreation Ground through its Trustees (the Second Respondent). To the extent that the Appellants, or any of them, disputed whether there had been a lawful transfer of title to the Recreation Ground from the local authority, there had been such lawful transfer and this issue did not, therefore, fall to be considered in this appeal.

3. The Recreation Ground was acquired on 1 February 1956 by the Mayor, Aldermen and Citizens of the City of Bath from the Bath and County Recreation Ground Company Limited and held by them on trust under the terms set out in the relevant conveyance ('the 1956 Conveyance').
4. In 2002, the High Court determined that the Recreation Ground was, in fact, held on a charitable trust by the then trustee (the local authority successor in title to the Mayor, Aldermen and Citizens of the City of Bath), to maintain the Recreation Ground as a "*recreational facility available for the benefit of the public at large*".
5. Prior to this, in 1974 and 1995, two separate actions had been undertaken by the then trustee: the construction of an indoor sports and leisure centre and car park and the grant of a lease to Bath Football Club (later Bath Rugby Limited). However, neither action was permissible pursuant to the decision of the High Court in 2002. As a result, the Commission intervened and, ultimately, in November 2012, published a Scheme in draft to amend the governance, powers and purposes of the Charity. Following consultation, a final Scheme ('the 2013 Scheme') was made on 12 June 2013.
6. On 20 July 2013, the First Appellant submitted an appeal against the decision of the Commission to make the 2013 Scheme. On 23 July 2013, the Second and Third Appellants also submitted appeals. Each of the Appellants were beneficiaries of the Charity by reason of their being local residents living close to the Recreation Ground.
7. Following a hearing before the First-tier Tribunal on 13, 14, and 16 January 2014, these appeals, in a decision issued on 27 March 2014, were allowed in part and an Order was made by the First-tier Tribunal on 24 April 2014 amending the 2013 Scheme. For convenience, this amended Scheme is referred to as 'the 2014 Scheme'.

Appeal to Upper Tribunal

8. On 23 April 2013, the Second Respondent applied for permission to appeal against certain parts of the said decision and Order of the First-tier Tribunal to the Upper Tribunal citing errors of law in three respects. The Second Respondent sought to have the 2013 Scheme reinstated - albeit with certain changes. The First-tier Tribunal, on 8 May 2013, granted permission to appeal to the Upper Tribunal in respect of one of the grounds cited and in respect of only part of one other ground, namely, whether the First-tier Tribunal had sufficient evidence of the intention of the vendors in respect of the 1956 Conveyance that created a charitable trust over the Recreation Ground to justify an interpretation that the true charitable purpose was to preserve the land *in specie* as open space; secondly, whether the First-tier Tribunal was correct to distinguish the trust establishing the Recreation Ground from the trusts considered in the *Oldham* case and treating them as within the type of case having a purpose rendered charitable 'by reason of the particular qualities of the land in question'; thirdly, whether the First-tier Tribunal should have

regarded the provisions relating to the 1995 lease in the Scheme, and any modification of it, as being 'administrative' rather than *cy pres* provisions.

9. The Upper Tribunal, following a hearing held on 18 May 2013, allowed the appeal of the Second Respondent and, following further submissions from the parties, directed on 1 October 2015, in a Final Order, that the appeal be remitted for re-hearing by the First-tier Tribunal in light of the decision of the Upper Tribunal, subject to a Case Management Hearing first being held by the First-tier Tribunal ('the Tribunal') in the absence of agreement between the parties on the contents of a new Scheme.
10. The Second Respondent prepared a draft new Scheme ('the draft Scheme') stated to be predicated on an attempt to take into account the findings and decision of the Upper Tribunal. In addition, the Second Respondent submitted that the draft Scheme sought to improve the governance regime of the Charity.
11. No agreement was reached between the parties. Accordingly, the Case Management Hearing was held on 8 February 2016. Following that hearing, directions for the substantive hearing were issued. The Tribunal emphasised that the scope of the re-hearing would be strictly confined to consideration of the contents of the draft Scheme. The Upper Tribunal, in its reasons for its Final Order, ordered that the remittal of these appeals for re-hearing by the Tribunal was not an opportunity for the parties to re-open matters that were previously raised before the First-tier Tribunal and decided by that tribunal and not appealed to the Upper Tribunal. Such matters were not, therefore, part of the decision of the Upper Tribunal and remained as decided by the original First-tier Tribunal.
12. The parties present at the Case Management Hearing were presented with the draft Scheme by the Second Respondent (who had been the Appellants before the Upper Tribunal). The draft Scheme was annotated to show, by differentiation in colour, the substantive changes to the 2013 Scheme felt by the Second Respondent to be required by reason of the decision of the Upper Tribunal and the provisions of the draft Scheme that they considered were merely administrative in character and, therefore, within the powers of the trustees of the Charity. In addition, a document was prepared by the Second Respondent indicating the extent of any disagreement of either the First Respondent or any of the three Appellants with the draft Scheme proposed by the Second Respondent.
13. This re-hearing of these appeals, as qualified by the decision of the Upper Tribunal, took place before a freshly-constituted First-tier Tribunal ('the Tribunal').

Scope of the Re-Hearing

14. Since this was a re-hearing of the original appeal brought by the Appellants the title to the proceedings in this decision is the correct title as to the nomenclature used to identify the parties (rather than the nomenclature used in the context of

the directions issued following the Case Management Hearing: that nomenclature being the correct nomenclature only in respect of the appeal to the Upper Tribunal).

15. The Tribunal was bound in respect of matters of law settled by the Upper Tribunal. The Tribunal could not, therefore, re-open matters on which the decision of the Upper Tribunal had no bearing. To that extent, this re-hearing was not a complete re-hearing of the original appeals.
16. The Tribunal, subject to the matters settled by the decision of the Upper Tribunal, or by the original First-tier Tribunal that had not been appealed, had power to do anything the Commission could have done but no more. It determined that the proper approach was to consider whether any amendments to the draft Scheme were required but to take a narrow construction in that approach, always being mindful of the limitations imposed by the decision of the Upper Tribunal. In particular, the Tribunal accepted that the scope of the re-hearing could not extend to changing the objects of the Charity as the facts of the appeal did not give rise to a *cy pres* occasion – a position settled by the decision of the Upper Tribunal. The Tribunal also accepted that the Second Respondent had all the powers of an owner of land in relation to the Recreation Ground (as also settled by the Upper Tribunal). To the extent that the Appellants sought in the re-hearing of the appeals to query the matters settled by the Upper Tribunal (which approach was adopted to a greater or lesser extent by all of the Appellants) the Tribunal had no jurisdiction to re-open those aspects.
17. The Tribunal accepted the submission of the Commission that the Tribunal not only had no jurisdiction to reconsider matters determined by the Upper Tribunal in its decision and, further, had no jurisdiction to consider matters already determined by the original First-tier Tribunal that were not the subject of the appeal to the Upper Tribunal.
18. In light of this conclusion and the Tribunal's decision in respect of the 'administrative' provisions of the draft scheme (set out in paragraph 19 below), the scope of this appeal was ultimately confined to consideration of clauses 1 – 3.2; 4 – 5.5 and the Schedule to the draft Scheme ('the substantive provisions')

The 'Administrative' Provisions

19. The Tribunal determined that the provisions of the draft Scheme contained in clauses 3.3 and 5.6 – 29.3 which, it was submitted by the Second Respondent, were merely administrative in character, were, indeed, of that nature. Accordingly, these were powers that the trustees of any charity, could exercise in the course of their management of the affairs of that charity, within the confines of that charity's constitutional arrangements – whether that was in the form of the provisions of a lawful scheme promulgated by the Commission, or otherwise under charity law, namely, section 280 of the Charities Act 2011.

20. The Commission did not object to the administrative provisions (as defined in paragraph 19 above) of the draft Scheme.
21. The Appellants did not object either to these provisions of the draft Scheme, save that the First Appellant considered that provision for only one General Meeting (the AGM) of the Charity per year, held in public, as envisaged in clause 3.3 of the draft Scheme was insufficient for what he described as “the ‘corporation’ members” (that is, members of the local authority) to review and, if necessary, amend the actions of the trustees of the Charity. However, one of the trustees was envisaged in the draft Scheme to be a nominee of the local authority. In any event, the draft Scheme also envisaged the holding of at least four “Ordinary” meetings of the trustees each year, together with provision for the holding of special meetings. The Tribunal rejected this objection and found the provision envisaged to hold a single AGM to be entirely appropriate and normal, and was properly an administrative provision (as defined in paragraph 19 above)
22. The remainder of the reasons for the decision of the Tribunal deal only, therefore, with the Tribunal’s consideration of the substantive provisions of the draft Scheme.

Commission

23. The Commission had indicated that it only disagreed with one of the substantive clauses of the draft Scheme, namely, clause 2.3 (advancing the Objects of the Charity) on the basis that the proviso to the requirements in relation to the maintenance, equipment and use of the Recreation Ground was framed in excessively wide terms. However, in a supplementary skeleton argument dated 18 October 2016, the Commission confirmed that it was now content with the new draft of clause 2.3 submitted by the Second Respondent (appearing at page 67A of the bundle).

The Appellants

24. The Appellants did not have a common position on the substantive provisions of the draft Scheme and, on many points, had differing views. To the extent that there was any common ground between the three Appellants, this related to the contents of the definition of ‘1956 Conveyance’ in clause 1.1; the terms of clauses 2.1 and 2.2 in respect of the Objects of the Charity and clauses 3.1 and 3.2 concerning the administration of the Charity.
25. The Tribunal had the benefit of the Appellants’ submissions in respect of these provisions of the draft Scheme recorded in tabular form (the ‘List of Issues’) helpfully produced by the Second Respondent. Those submissions were supplemented by skeleton arguments produced by each of the Appellants in accordance with the directions of the Tribunal following the Case Management

Hearing held on 8 February 2016, and by oral submissions made by each of the Appellants at the substantive hearing. Both Mr. Sparrow and Ms. Carne, two of the Appellants, each handed in a further written submission after they had made their oral submissions. While this was somewhat unusual and not in accordance with any directions issued, or normal practice (particularly since the other parties and the Tribunal had no opportunity to consider that additional material and to ask questions or make further submissions in relation thereto), those additional written submissions, copies of which were also provided to the Commission and the Second Respondent, were admitted by the Tribunal in the interests of justice, noting that the Appellants were litigants in person.

26. Of the Appellants, Mr. Websper supported the original objection of the Commission to clause 2.3. Mr. Sparrow also objected on the basis that the Second Respondent had permitted alleged illegal use of the Recreation Ground. Ms. Carne had no objection to the original clause 2.3. None of the Appellants made any further submission in respect of the revised clause 2.3, nor did Mr. Sparrow.

The First Appellant (Mr. Sparrow)

27. Significantly, Mr. Sparrow, in his oral submissions, having heard the oral submissions of the Second Respondent in particular, accepted that if the Tribunal was only concerned with modifying, if at all, the Scheme proposed by the original First-tier Tribunal, then it was broadly acceptable. However, he maintained that the draft Scheme should ensure that the terms of the 1956 Conveyance were adhered to by the Second Respondent and that it did not do this. Mr. Sparrow clearly disagreed with the decision of the Upper Tribunal and wished to have all issues re-heard in these proceedings. This was not permissible as the Upper Tribunal had specifically determined that it was not a purpose of the 1956 Conveyance that the Recreation Ground be preserved *in specie*. As a result, the submissions, both written and oral, of Mr. Sparrow were, regrettably, not relevant to the terms of the draft Scheme, this being the matter to be decided in this appeal.

28. Mr. Sparrow also wrote to the Tribunal following the conclusion of the hearing commenting upon Land Registry documentation confirming the ownership of the Recreation Ground, and the Order made by the Commission vesting the Recreation Ground in the Official Custodian for Charities. In this he again raised his concern over restrictive covenants. This correspondence had no impact on the Tribunal's decision, since it again raised matters that were not within the scope of the remittal and re-hearing of the appeals.

The Second Appellant (Ms. Carne)

29. Ms. Carne, in her oral submissions, expressed concern at the decision of the Upper Tribunal in finding that the Second Respondent had the full power of an owner of land. Again, however, this could not be considered as it was a matter that had been decided by the Upper Tribunal. She also submitted that there had been no

discussion of the restrictive covenants at the Upper Tribunal hearing and that the draft Scheme needed to take account of those covenants. Similarly, since this was not a point that was properly the subject of this appeal, or indeed the appeal to the Upper Tribunal, it could not be re-opened at this re-hearing. This submission had been rejected by the original First-tier Tribunal on the basis that restrictive covenants are a matter of property law and not charity law. Nevertheless, the Tribunal acknowledged that the Second Respondent had introduced voluntary restraints on its power to act with the full powers of an absolute owner of land by including clause 5.2, as amended, in the draft Scheme. The Tribunal accepted that this was a voluntary restraint the Second Respondent was prepared to undertake, despite not being obliged to do so, and that it was offered in response to the concerns of local residents including the Appellants. The Tribunal accepted that such restraints could not be imposed by the Tribunal by reason of the decision of the Upper Tribunal. The inclusion of these restrictions broadly reflects, as submitted by the Commission, the terms of the trust created by the 1956 Conveyance. In any event Ms. Carne confirmed that as a trustee of several charities herself, she understood that an objective of the draft Scheme should be to give the trustees leeway to operate. The Tribunal, in its decision, determined that the draft Scheme should permit the trustees (the Second Respondent) a degree of flexibility in managing the affairs of the Charity. However, the Tribunal concluded that the entire tenor of Ms. Carne's appeal was to allow as little flexibility as possible and to allow the trustees very little room to manoeuvre in the discharge of their responsibilities as trustees. The Tribunal was not persuaded that this was a proper approach, nor that it had powers to create such far-reaching restrictions on trustees of a charity who are, in any event, subject to the constraints of both the general law and charity law.

30. The Second Respondent indicated at the hearing, however, that it was prepared to amend clause 5.3.1 in the draft Scheme to require that any resolution, passed at a meeting of the trustees to alter or amend the restrictions set out in clause 5.2 of the draft Scheme (restricting, on a voluntary basis, the power of the trustees to deal with the Recreation Ground as an absolute owner of land) had to be passed by at least 75% of the trustees then in office. In calculating that 75% figure, the vote of any trustee incapable of voting or counting as part of the quorum at the meeting in relation to such resolution by reason of a conflict of interest (as defined in clause 1.1) would be disregarded. The Tribunal considered that this, too, was appropriate and proportionate and did serve to assuage the concerns of the Appellants and in a way that did not conflict with the decision of the Upper Tribunal.

The Third Appellant (Mr. Websper)

31. Mr. Websper had clearly gone to some lengths to try and reach an accommodation or agreement with the Second Respondent. In his oral submissions, however, he submitted that there should, in effect, be some restriction on the disposal of any of the Recreation Ground, in whole or in part, by the Second Respondent. However,

since the Upper Tribunal had determined that the Second Respondent had the absolute power of any owner of land, this submission could not be re-opened in this re-hearing. It must be remembered however that, pursuant to the decision of the Upper Tribunal, unless and until the power of disposal was exercised by the Second Respondent, the Second Respondent was obliged to ensure that the Recreation Ground was maintained, equipped or laid out for recreational purposes; that it was not used otherwise than as open space; that it was principally to be used for games and sports of all kinds and was not to be used in any way that shows undue preference for any game or sport or particular body of persons. Mr. Websper, too, queried why the draft Scheme should not include a requirement that the said restrictive covenants should not apply to any disposal of the Recreation Ground. Again, however, to include such provision would conflict with the decision of the Upper Tribunal. Mr. Websper emphasised that he had the highest regard for the current trustees (the Second Respondent) and welcomed the proposal in relation to clause 5.3.1 as a safeguard in respect of his concerns but he wished the clause to be “given some teeth”, making a specific proposal in that regard. Mr. Websper also sought to ensure that the draft Scheme included a term to ensure a minimum holding of land (in acreage terms) by the Second Respondent. However, this also conflicted with the decision of the Upper Tribunal in that the Tribunal was not empowered to impose such a requirement as the Tribunal could not change the objects of the charity as a *cy pres* occasion did not arise.

Conclusion

32. The 2014 Scheme promulgated by the original First-tier Tribunal in determining the original appeals of the three Appellants, and allowing those appeals in part, was rational and proportionate save for the two errors of law identified by the Upper Tribunal. The issue, therefore, was whether the draft Scheme, as presented, including all amendments, took proper account of the decision of the Upper Tribunal in its proposed substantive clauses (as opposed to its proposed administrative clauses). The Tribunal was satisfied that, with the inclusion of the proposed amendment to clause 2.3 and the proposed amendment to clause 5.3.1, the substantive clauses in the draft Scheme, as drafted, were appropriate, proportionate and in compliance with the decision of the Upper Tribunal.
33. Accordingly, these appeals, and each of them, are allowed in part and the now amended Scheme, as set out in the attached Order, shall take effect as of the date of this Decision and Order.

Note: A right of appeal, on a point of law only, lies to the Upper Tribunal against this decision. Any person seeking permission to appeal must make application in writing to this Tribunal for permission to appeal no later than 28 days after this decision is issued, identifying the alleged error of law and state the result the person making the application is seeking.

Signed

Damien J. McMahon
Judge of the First-tier Tribunal

Helen Carter
Tribunal Member

Manu Duggal
Tribunal Member

Date: 14 December 2016

ORDER

IT IS ORDERED THAT from 14 December 2016, this Scheme will govern the charity known as Bath Recreation Ground Trust.

SCHEME

1 Definitions

1.1 In this scheme:

"**AGM**" means an annual general meeting of the Charity.

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

"**Sports and Leisure Centre**" means the buildings and related car-parking space known as the Bath Sports and Leisure Centre which are located on Bath Recreation Ground.

"**Charity**" means the charitable trust known as the Bath Recreation Ground Trust established by the 1956 Conveyance.

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

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

"**1956 Conveyance**" means the conveyance of the Bath Recreation Ground by The Bath and County Recreation Ground Company Limited to the Mayor Alderman and the Citizens of the City of Bath dated 1 February 1956.

"**Co-opted Trustees**" means the Trustees appointed in accordance with clause 9.1.

"**Council**" means Bath and North East Somerset Council (and any other authority or body which acts as successor to Bath and North East Somerset Council).

"**Interest**" means any direct or indirect interest (and includes any interest a Trustee may have as a consequence of any legal duty he or she may owe to any other person).

"**1995 Lease**" means the lease of part of the Bath Recreation Ground to Bath Rugby Club dated 23 May 1995 as amended by a deed of variation dated 20 August 2014 made between (1) Bath and North East Somerset Council as custodian trustee for the Charity (then known as the Recreation Ground, Bath Trust) and (2) Bath Rugby Limited.

"**Nominating Body**" has the meaning given in clause 8.1 of the scheme.

"**Nominated Trustees**" means the Trustees nominated for appointment in accordance with clause 8.2.

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

"**property**" means the land held by the Trustees from time to time for the Objects of the Charity.

"**existing trusts**" means the trusts contained in the 1956 Conveyance and all schemes made previously by the Charity Commission (including any scheme amended by any Court or Tribunal) in relation to the Charity.

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

"**Trustees**" means the charity trustees of the Charity from time to time appointed in accordance with clause 7.

2 Objects

- 2.1 The Objects of the Charity are the provision, with or without charge, of property in or near Bath (including, but not limited to, the Bath Recreation Ground) for use as outdoor recreational facilities for the benefit of the public.
- 2.2 For the avoidance of doubt, the preservation of the Bath Recreation Ground in specie as an open space is not one of the charitable purposes of the Charity and does not form part of the Objects.
- 2.3 Subject to clauses 2.3A and 2.3B below, the Trustees shall ensure that in advancing the Objects:
- (a) the property of the Charity is maintained, equipped and otherwise laid out as the Trustees shall think fit for use principally for games and sports of all kinds and for tournaments, fetes, shows, exhibitions, displays, amusements, entertainments or other activities of a similar kind which advance the Objects;
 - (b) the Charity shall not show any undue preference in favour of any particular game or sport or to any particular person, club, body or organisation; and
 - (c) the Charity shall not use the Bath Recreation Ground otherwise than as an open space.
- 2.3A. Where the Trustees exercise any of the powers of an absolute owner referred to in clause 5 or which are otherwise exercisable by them (including, for the avoidance of doubt, the power to sell, lease, license or otherwise dispose of all or any part of the Bath Recreation Ground) and in the opinion of the Trustees the exercise of such power:
- (a) permits the property which is the subject of the transaction to be used other than as outdoor recreational facilities for the benefit of the public; and
 - (b) is for the best price that can reasonably be obtained;
- the Trustees are not obliged to ensure that any purchaser, tenant, licensee or other third party complies with the provisions of clauses 2.3(a) to (c) (inclusive) in relation to such property.
- 2.3B. Where the Trustees exercise any of the powers of an absolute owner referred to in clause 5 or which are otherwise exercisable by them (including, for the avoidance of doubt, the power to sell, lease, license or otherwise dispose of all or any part of the Bath Recreation Ground) in any circumstances other than

those described in clause 2.3A, including where in the opinion of the Trustees the exercise of such power:

- (a) requires the property which is the subject of the transaction to be used as outdoor recreational facilities for the benefit of the public; and/or
- (b) is not for the best price that can reasonably be obtained; the Trustees shall ensure that any purchaser, tenant, licensee or other third party complies with the provisions of clauses 2.3(a) to (c) (inclusive) in relation to such property.

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

3 Administration

3.1 The property of the Charity is to be held and administered in furtherance of its Objects and otherwise administered in accordance with the provisions of this scheme. This scheme replaces the existing trusts of the Charity.

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

3.3 The Trustees shall ensure that they hold an AGM in public each year. Not less than 28 days before the AGM, they shall give notice on the Charity's website and by prominent notices on the Charity's property giving notice of the AGM including details of how to get a copy of the Trustees' annual report. The annual report shall be made available in accordance with the notice on the Charity's website and hard copies shall be made available for inspection at a reasonably accessible location in central Bath. The AGM shall be held at a time and location in central Bath suitable for interested parties to be able to appear at the AGM and ask questions of, or make comments to, the Trustees. The Trustees may make such reasonable rules and regulations for proceedings at an AGM as the Trustees shall consider necessary.

4 The Sports and Leisure Centre

4.1 The Trustees must (with the benefit of such professional advice as the Trustees consider is necessary):

- (a) seek to negotiate and enter into such lease and/or such other legally binding arrangements with the Council in respect of the Sports and Leisure Centre as the Trustees shall consider are necessary for its ongoing maintenance and its continued occupation of part of the Bath Recreation Ground and for the demolition of the Sports and Leisure

Centre when it is no longer fit for use for indoor recreation for the benefit of the public whereupon the land previously occupied by the Sports and Leisure Centre shall be held as property of the Charity to be administered in accordance with clause 3.1; and

- (b) seek to negotiate and enter into a legally binding settlement of all and any claims that the Charity has against the Council in respect of the past operation of the Sports and Leisure Centre and the car parks which are situated on the Charity's property.

5 Trustees' powers

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

- (a) to sell, lease, licence or otherwise dispose of all or any part of any property;
- (b) to accept a surrender of any lease of all or any part of any property; and
- (c) to exchange or swap all or any part of any property of the Charity for any other replacement land in or near Bath.

5.2 The exercise by the Trustees of their powers pursuant to clause 5.1 is subject to the following provisos:

- (a) the Trustees must comply with the restrictions on the disposal of land in Part 7 of the Charities Act 2011;
- (b) the Trustees must after the date of this scheme not sell, transfer or otherwise dispose (or enter into any agreement to sell or otherwise dispose) of any freehold interest in all or part of the Bath Recreation Ground (except that the Trustees may exchange any part of the Bath Recreation Ground for any other replacement land which is adjacent to Bath Recreation Ground) or grant any lease (or enter into any agreement to grant such a lease) of all or any part of the Bath Recreation Ground for a term of years ending more than 75 years after it is granted;
- (c) any lease of all or any part of the Bath Recreation Ground granted after the date of this scheme for a term of years ending 10 years or more after it is granted, shall contain such provisions as the Trustees shall reasonably determine will address the matters set out in part 2 of the schedule (provided that this clause 5.2(c) shall not apply to any lease granted by the Trustees pursuant to clause 4.1(a) of this scheme); and
- (d) in granting (or agreeing to grant) any licence or other right to use the Bath Recreation Ground after the date of this scheme for any event which the Trustees shall determine involves more than, or could

involve more than, 1,000 participants, the Trustees shall ensure that they have first prepared and considered an impact assessment which will contain such sufficient and suitable information in respect of each of the matters set out in part 3 of the Schedule as the Trustees shall consider appropriate and shall consult with (but shall not be bound by the views of) such properly constituted association(s) of the owners of properties neighbouring the Bath Recreation Ground as the Trustees shall in their absolute discretion think fit.

- 5.3 The Trustees may at any time resolve to alter or amend any of the provisions set out in clause 5.2(b) to (d) (inclusive) provided that:
- 5.3.1 any such resolution must be passed at a meeting of the Trustees by at least 75% of the Trustees who are then in office (but disregarding any Trustee who is not capable of voting or counting as part of the quorum at that meeting in relation to such resolution by reason of a Conflict of Interest) voting in favour;
 - 5.3.2 at least 21 days' notice of the meeting at which the resolution is to be considered must be given to all of the Trustees in accordance with clause 16 of this scheme; and
 - 5.3.3 the Trustees must before considering any such resolution carry out such consultation with those they determine have an actual or potential interest in the resolution as they shall consider to be fair and reasonable (including providing sufficient information about the proposal and an adequate period for responses to be received) and shall take the responses to such consultation into account before making any decision to pass such resolution (but, for the avoidance of doubt, such consultation and/or the responses to it shall not restrict, fetter or otherwise limit the exercise of the Trustees' discretion).
- 5.4 In determining the term of years of any lease for the purposes of clause 5.2, any term of years for which the relevant tenant has the legal right to renew the lease shall be taken into account (but subject always to the provisions of any legislation or statutory regulations which oblige the Trustees to grant a lease for a longer term of years).
- 5.5 In exercising any of their powers (and in administering and managing the Charity), the Trustees must:
- (a) act only in the best interests of the Charity to further the Objects for the public benefit;
 - (b) act in good faith (meaning acting in a way that the Trustees honestly believe to be in the best interests of the Charity);
 - (c) take into account all relevant factors and disregard any irrelevant factors;

- (d) take such professional advice as they consider is necessary; and
- (e) adequately inform themselves, including having regard to the views of those who have an interest in the Charity.

5.6 The Trustees shall also have the following powers exercisable in the administration of the Charity in furthering the Objects:

- (a) to raise funds, provided that in exercising this power the Trustees must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
- (b) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed provided that the Trustees must first satisfy themselves that the borrowing and grant of security is in the best interests of the Charity and must comply as appropriate with sections 124 to 126 of the Charities Act 2011 if they wish to mortgage land owned by the Charity;
- (c) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (d) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- (e) to employ and remunerate such staff as are necessary or desirable for carrying out the work of the Charity; and
- (f) to insure the property and other assets of the Charity against such risks as the Trustees shall determine and to take out such other employer's, occupiers, public or other liability insurance as the Trustees shall consider to be necessary in the best interests of the Charity;
- (g) to transfer all of the assets and liabilities (including the contracts of employment of employees) to any incorporated charity (whether established as a company or a charitable incorporated organisation) which is established by the Trustees to act in succession to them in relation to the Charity (and for the avoidance of doubt to act as trustee of those assets of the Charity which must continue to be held on trust following such a transfer).

6 Custodian Trustee

6.1 The Charity's property shall continue to be vested in the Official Custodian for Charities.

7 Trustees

7.1 There shall be no fewer than 6 Trustees and such maximum number of Trustees as the Trustees shall from time to time by resolution determine.

7.2 The Trustees shall comprise 3 Nominated Trustees appointed by the Trustees in accordance with clause 8 and no fewer than 3 Co-opted Trustees appointed by the Trustees in accordance with clause 9.

7.3 When appointing any Trustee, the Trustees must:

- (a) identify the needs of the Charity regarding skills or knowledge of its Trustees; and
- (b) consider the extent to which candidates for appointment demonstrate those skills or knowledge; and
- (c) ensure that at least 3 of the Trustees are resident within a 5 mile radius of Bath Abbey.

8 Nominated Trustees

8.1 Subject to the provisions of clause 8.3, each of the Council, Fields in Trust (registered charity number 306070) and the Somerset County Playing Fields Association (registered charity number 304699) (each a "**Nominating Body**") shall have the right to nominate 1 individual for appointment as a Nominated Trustee.

8.2 Every Nominated Trustee shall be appointed by the Trustees, who may decline to appoint the individual nominated by any Nominating Body if they consider in their absolute discretion that such appointment is not in the best interests of the Charity. If the Trustees decline to appoint any individual they will promptly notify the Nominating Body of their decision and (subject to the provisions of clause 8.3.3) the Nominating Body shall be entitled to exercise their power under clause 8.1 to nominate another individual.

8.3 If a Nominating Body:

8.3.1 declines to nominate an individual for appointment to fill any vacancy for a Nominated Trustee; or

8.3.2 does not respond to an invitation from the Trustees to make a nomination within a period of time reasonably determined by the Trustees; or

8.3.3 has nominated 3 individuals whom the Trustees decline to appoint;

the Trustees may appoint any individual selected by the Trustees to fill that vacancy.

8.4 The Nominated Trustees as at the date of this scheme are set out in part 3 of the schedule.

9 Co-opted Trustees

- 9.1 The Trustees shall appoint no fewer than 3 Co-opted Trustees (and such maximum number as the Trustees may from time to time determine in accordance with clause 7.1) provided that:
- (a) the Trustees must appoint at least 1 Co-opted Trustee whose skills and knowledge include an ability to reflect the views of those groups of beneficiaries that use the Bath Recreation Ground, other than Bath Rugby Club; and
 - (b) in appointing any Co-opted Trustee, the Trustees must have regard to the desirability of advertising in the local and/or specialist press or using trustee brokerage services; and
 - (c) every candidate must be asked to consider and declare any existing or potential conflicts of interest before their appointment.
- 9.2 The appointment of a Co-opted Trustee must be made by the Trustees at a meeting of which not less than 21 days' notice has been given to all Trustees. All Trustees shall have a vote on the appointment of new Co-opted Trustees.
- 9.3 An appointment of an individual to act with effect from the expiry of the term of a Co-opted Trustee may, but need not, be made before the date on which that term of office expires, to take effect on that date, provided that the appointment may not be made more than 3 months before the date on which the existing term of office is due to expire.
- 9.4 The Co-opted Trustees as at the date of this scheme are set out in part 4 of the schedule.

10 Term of office

- 10.1 Subject to clauses 10.2, 10.3, 10.4 and 11, every Trustee shall hold office for a term of three years from the date on which their appointment is effective.
- 10.2 Subject to the provisions of clauses 11 and 12, every Trustee shall be eligible for re-appointment as a Trustee for one further term of three years provided that no Trustee shall be able to vote on any resolution for their own re-appointment.
- 10.3 After a Trustee has served 2 consecutive terms in office, he or she shall be eligible for re-election only after 1 year has elapsed since he or she retired as Trustee, unless the Trustees consider that it would be in the best interests of the Charity for the Trustee to be eligible for re-election on his or her retirement for one further term of up to one year as the Trustees shall resolve.
- 10.4 The Nominated and Co-opted Trustees as at the date of this scheme shall hold office for the terms specified in parts 3 and 4 of the schedule respectively (and

such schedule also specifies whether each such Trustee holds (or is deemed to hold) office for their first or second term of office).

11 Eligibility for Trusteeship

11.1 No one shall be appointed as a Trustee:

- (a) if he or she is under the age of 18 years; or
- (b) if he or she would at once be disqualified from office under the provisions of clause 12 of this scheme.

11.2 No one shall be entitled to act as a Trustee whether on appointment or on any re-appointment as Trustee until he or she has expressly acknowledged, in whatever way the Trustees decide, his or her acceptance of the office of Trustee of the Charity.

12 Termination of Trusteeship

12.1 A Trustee shall cease to hold office if he or she;

- (a) is disqualified for acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 or any statutory re-enactment or modification of that provision;
- (b) becomes incapable by reason of mental disorder, illness or injury of managing his or her own affairs;
- (c) is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his or her office be vacated;
- (d) notifies to the Trustees a wish to resign (but only if enough Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings); or
- (e) being a Nominated Trustee nominated by the Council and who is a member of the Council when appointed as a Trustee, ceases to be a member of the Council.

13 Vacancies

13.1 If a vacancy occurs, the Trustees must note the fact in the minutes of their next meeting.

13.2 If the vacancy is for a Nominated Trustee, the Trustees must notify the relevant Nominating Body as soon as possible and invite it to make a nomination.

14 **Ordinary meetings**

- 14.1 The Trustees must hold at least 4 ordinary meetings each year. One such ordinary meeting in each year must involve the physical presence of those Trustees who attend the meeting. All other meetings may be held by electronic means, including by video or telephone conferencing, as the Trustees decide, provided that the means chosen enables all of the Trustees to hear each other.
- 14.2 A Trustee shall be deemed to be present at a meeting if he or she is present in person or is participating by electronic means.

15 **Calling meetings**

- 15.1 The Trustees must arrange at each of their meetings the date, time and place of their next meeting, unless such arrangements have already been made.
- 15.2 Ordinary meetings may also be called at any time by the person elected to chair meetings of the Trustees or by any 2 Trustees or by any person appointed by the Trustees as clerk to the Trustees. In that case, not less than 10 days' clear notice must be given to the other Trustees.

16 **Special meetings**

- 16.1 A special meeting may be called at any time by the person elected to chair meetings of the Trustees or by any 2 Trustees. Not less than 4 days' clear notice must be given to the other Trustees of the matters to be discussed at the meeting. However, if those matters include the appointment of a Trustee or a proposal to amend any of the provisions of this scheme (pursuant to section 280 of the Charities Act 2011 or any other power of the Trustees), not less than 21 days' clear notice must be given. A special meeting may be called to take place immediately after or before an ordinary meeting.

17 **Chairing meetings**

- 17.1 The Trustees at their first ordinary meeting in each financial year must elect 1 of their number to chair their meetings provided that they must not appoint a Nominated Trustee as their chair.
- 17.2 The person elected as chair shall always be eligible for re-election as chair. If that person is not present within ten minutes after the time appointed for holding a meeting, or if no one has been elected, or if the person elected has ceased to be a Trustee, the Trustees present must choose 1 of their number to chair the meeting.
- 17.3 The person elected to chair meetings of the Trustees shall have no other additional functions or powers except those conferred by this deed or delegated to him or her by the Trustees.

18 **Quorum**

18.1 Except as provided in clause 18.2 below, no business may be transacted at a meeting unless at least 3 Trustees are present.

18.2 If the number of Trustees falls below the quorum, none of the powers or discretions conferred by this scheme or by law on the Trustees shall be exercisable by the remaining Trustees except the powers of the Trustees to appoint new Trustees, the power to invite a nomination in accordance with clause 14.1 and, prior to the appointment of a sufficient number of Trustees to make a quorum, the power for such Trustees who remain in office to take such steps as they consider are reasonably necessary in order to protect the assets of the Charity.

19 **Voting**

19.1 At meetings, decisions must be made by a majority of the Trustees present and voting on the question.

19.2 The person chairing the meeting shall have a casting vote whether or not he or she has voted previously on the same question but no Trustee shall have more than one vote in any other circumstances.

20 **Independence**

20.1 The Trustees must:

- (a) exercise their own independent judgement solely in the best interests of the Charity;
- (b) ensure that the Charity is independent and exists to pursue its own purposes and not to carry out the policies or directions of the Council or of any other body; and
- (c) adopt and maintain a conflicts of interest policy (taking account of the relevant guidance issued by the Charity Commission) and adequately manage any conflicts of interest in accordance with that policy and the provisions of clause 21.

21 **Conflicts of interest and loyalty**

21.1 A Trustee must:

- (a) declare the nature and extent of any Interest which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity or in any other situation or matter involving the Charity which has not been previously declared; and

- (b) absent himself or herself from any discussions of the Trustees in which a Conflict of Interest will or may arise unless expressly invited to remain in order to provide information by the other Trustees.
- 21.2 Any 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 Trustees on the matter.
- 21.3 The Trustees may also exclude the relevant Trustee from the receipt of information in relation to any relevant transaction, arrangement, situation or matter of the kind referred to in clause 21.1.
- 21.4 For the avoidance of doubt, a Nominated Trustee's nomination for appointment by a Nominating Body does not of itself constitute an Interest for the purposes of this clause 21.

22 **Errors and informalities**

22.1 Subject to clause 22.2, all decisions of the Trustees, or of a committee of the Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

- (a) who is disqualified from holding office;
- (b) who had previously retired or who had been obliged by this deed to vacate office;
- (c) 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 Trustee and that Trustee being counted in the quorum, the decision has been made by a majority of the Trustees at a quorate meeting.

22.2 Clause 22.1 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of the Trustees if, but for clause 22.1, the resolution would have been void, or if the Trustee has not complied with clause 21 (Conflicts of interest and loyalty).

23 **Minutes**

23.1 The Trustees must keep minutes, in books kept for the purpose or by such other means as the Trustees decide, of the proceedings at their meetings. In the minutes, the Trustees must record their decisions and, where appropriate, the reasons for those decisions. The Trustees must approve the minutes in accordance with the procedures, laid down in regulations made under clause 24 of this scheme.

24 Regulations

- 24.1 The Trustees may make rules and regulations for the administration and management of the Charity, which must be consistent with the provisions of the scheme. These may include:
- (a) the calling of meetings;
 - (b) methods of making decisions in order to deal with cases of urgency when a meeting is impractical;
 - (c) the deposit of money at a bank;
 - (d) the custody of documents; and
 - (e) the keeping and authenticating of records (provided that if regulations made under this clause permit records of the Charity to be kept in electronic form and requires a trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated).
- 24.2 The Trustees must not make regulations which are inconsistent with anything in this scheme.

25 Disputes

- 25.1 If a dispute arises between the Trustees about the validity or propriety of anything done by the Trustees under this scheme, and the dispute cannot be resolved by agreement, the Trustees party to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

26 Records

- 26.1 The trustees must comply with their obligations under the Charities Act 2011 with regard to:
- (a) the keeping of accounting records for the Charity;
 - (b) the preparation of annual statements of account for the Charity;
 - (c) the auditing or independent examination of the statements of account of the Charity
 - (d) the transmission of the statements of account of the charity to the Charity Commission;
 - (e) the preparation of an annual report and its transmission to the Charity Commission; and
 - (f) the preparation of an annual return and its transmission to the Charity Commission.

27 Bank account

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

28 Benefits

28.1 No Trustee or Connected Person may:

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

unless the payment or benefit is permitted by clause 28.3 or authorised by the court or the Charity Commission.

28.2 In this clause 28, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

28.3 In relation to payments and benefits:

- (a) A Trustee is entitled to be reimbursed out of the funds of the Charity or may pay out of such funds reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- (b) A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- (c) A Trustee or Connected Person may receive a benefit from the Charity or take part in its normal trading or fundraising activities in the same manner and on the same terms as a member of the public.
- (d) A Trustee or Connected Person may enter into a contract for the supply of services to the Charity where that is permitted in accordance with, and subject to, the conditions in section 185 of the Charities Act 2011.

28.4 In this clause:

- (a) "Charity" shall include any company in which the Charity:
 - (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" means in relation to any Trustee:
 - (i) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
 - (ii) the spouse or civil partner of the Trustee or of any person falling within sub-clause 28.4(b)(i) above;
 - (iii) a person carrying on business in partnership with the Trustee or with any person falling within sub-clauses 28.4(b)(i) or (ii) above;
 - (iv) an institution which is controlled by the Trustee or any Connected Person falling within sub-clauses 28.4(b) (i) to (iii) above or by 2 or more persons falling within this sub-clause, when taken together; and
 - (v) a body corporate in which the Trustee or any Connected Person falling within sub-clauses 28.4(b)(i) to (iii) has a substantial interest or 2 or more persons falling within sub-clause 28.4(b)(i) to (iv) who, when taken together, have a substantial interest (and for the purposes of this clause, "substantial interest" shall have the meaning given in section 352 of the Charities Act 2011).

29 Delegation

- 29.1 The Trustees must exercise their powers jointly at properly convened meetings except where they have:
- (a) delegated the exercise of the powers (either under this provision or under any statutory provision), or
 - (b) made some other arrangements, by regulations under clause 24.
- 29.2 In addition to their statutory powers, the Trustees may delegate any of their powers or functions to a committee of 2 or more Trustees. A committee must act in accordance with any directions given by the Trustees. It must report its decisions and activities fully and promptly to the Trustees. It must not incur expenditure on behalf of the Charity except in accordance with a budget previously agreed by the Trustees.
- 29.3 The Trustees must consider from time to time whether the powers or functions which they have delegated should continue to be delegated.

Schedule

Part 1 - Bath Recreation Ground

The freehold land in the City of Bath known as The Recreation Ground, Bath and registered at the Land Registry with title number ST275096, which was conveyed by the 1956 Conveyance and is held by the Official Custodian for Charities as custodian trustee for the Charity as at the date of this scheme.

Part 2 - Lease provisions

1	Any lease of any part of the Bath Recreation Ground on which a stadium is or may be built shall provide that the stadium shall have the capacity to accommodate no more than 18,000 spectators.
2	Any lease of the Bath Recreation Ground shall provide that the stands to the North and East of the pitch which forms part of any stadium built on it may be used for any purpose on any day on which a sports match is held but must otherwise only be used between the hours of 7am and 10pm for the purposes of the community or for administrative or office purposes.
3	Any lease of any part of the Bath Recreation Ground on which a stadium is or may be built shall ensure that on any day, and subject to any requirements in respect of emergency access, any access gate to the Bath Recreation Ground from the pathway alongside the banks of the River Avon is locked between the hours of 10pm and 7am and that access to and from any stand to the West of the pitch which forms part of any stadium built on it between the hours of 10pm and 7am is only available directly from the pathway alongside the banks of the River Avon (except on any day on which a match or any event which is the subject of an impact assessment in accordance with the provisions of this schedule is held).
4	Any lease shall contain a provision prohibiting its assignment without the prior written consent of the Trustees as landlord (but may provide that such consent shall not be unreasonably withheld). For the purposes of this provision, the leases shall contain a provision that any change of control in respect of the tenant shall be deemed to constitute an assignment of the lease.
5	Any lease shall contain a covenant by the tenant acting reasonably to minimise the impact of the permitted use of the property subject to the lease on the residents of neighbouring properties and their successors in title (but without prejudice to the tenant's ability to build, develop and operate stadium facilities on any part of the Bath Recreation Ground).
6	Any lease of any part of Bath Recreation Ground shall provide that the

	tenant shall carry out an impact assessment in respect of any event for which the consent of the Trustees as landlord is required and that the impact assessment will be in writing and delivered to the Trustees and will provide such sufficient and suitable information in respect of each of the matters set out in part 3 of the Schedule as the Trustees shall from time to time consider appropriate and which shall enable the Trustees to consult with (but without being bound by the views of) such properly constituted association(s) of the owners of properties neighbouring the Bath Recreation Ground as the Trustees shall in their absolute discretion think fit.
7	Any lease of any part of Bath Recreation Ground shall provide that the tenant shall notify the Trustees as landlord in writing of the tenant's intention to carry out any building works for which the consent of the Trustees as landlord is required, and that if so required by the Trustees as landlord, the tenant shall carry out an impact assessment in respect of any such building works and that the impact assessment shall be in writing and delivered to the Trustees and will provide such sufficient and suitable information in respect of each of the matters set out in part 3 of the Schedule as the Trustees shall enable the Trustees to consult with (but without being bound by the views of) such properly constituted association(s) of the owners of the properties neighbouring the Bath Recreation Ground as the Trustees shall in their absolute discretion think fit.

Part 3 - Impact assessment

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

10	Refuse and waste
11	Reinstatement

Part 4 - Nominated Trustees

Name	Nominating Body	Expiry of term	First or second term
Christopher Watts	Council	30 September 2018	First
Angela Lewis	Fields in Trust	30 September 2018	First
David Durdan	Somerset County Playing Fields Association	30 September 2016	First

Part 5 - Co-opted Trustees

Name	Expiry of term	First or second term
Geoffrey Fairclough	30 September 2018	Second
Derwent Campbell	30 September 2018	Second
Elizabeth Bloor	30 September 2016	First
Simon Emery	30 September 2016	First
Michael Laughton	30 September 2016	First
Stephen Baddeley	30 September 2016	First