

DATED 2017

TRUST DEED

RELATING TO

**HIGH HAZELS PARK
SHEFFIELD**

**LEGAL SERVICES
SHEFFIELD CITY COUNCIL
THE TOWN HALL
PINSTONE STREET
SHEFFIELD S1 2HH
REF: CONV/LSW/78469**

THIS DECLARATION OF TRUST IS MADE the day of 2017 by **SHEFFIELD CITY COUNCIL** of The Town Hall Pinstone Street Sheffield S1 2HH (the Trustee).

The Trustee holds the property known as **High Hazels Park Senior Road Sheffield** shown coloured pink on the plan attached to this deed being part of the land registered at HM Land Registry under title number SYK639732 on the trusts declared in this deed and it expects that more money and assets will be acquired by it on the same trusts.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Administration

The charitable trust created by this deed (the Charity) shall be administered by the Trustee.

2. Name

The Charity shall be called **High Hazels Park Sheffield**.

3. Objects

- (1) The object of the Charity (the Object) is the provision and maintenance of a park and recreation ground for use by the public with the object of improving their conditions of life.
- (2) Subject to clause 4 below the land identified in part 1 of the schedule to this deed must be retained by the Trustee for use for the Object of the Charity.

4. Lease of Land and Buildings

The Trustee may dispose of the land and buildings described in part 2 of the schedule to this deed by way of a lease for the purposes of:

- (1) as to the land hatched black:
 - (a) for use as a golf course together with a shop and offices; and
 - (b) for use as a café and public toilets; and
- (2) as to the land hatched green:
 - (a) for use as tennis courts

such use to be ancillary to the enjoyment of the park. The Trustee must comply with the restrictions on disposal imposed by sections 117-122 of the Charities Act 2011.

5. Application of income and capital

The Trustee must apply the income and at its discretion all or part of the capital of the Charity in furthering the Object.

6. Powers

In addition to any other powers it has the Trustee may exercise any of the following powers in order to further the Object (but not for any other purpose):

- (a) to raise funds. In exercising this power the Trustee must not undertake any taxable permanent trading activity and must comply with any statutory regulations;
- (b) to buy take on lease or in exchange hire or otherwise acquire property and to maintain and equip it for use;
- (c) to lease any land and/or buildings in the park subject to the prior written consent of the Commission for purposes ancillary to the enjoyment of the park. In exercising this power the Trustee must comply as appropriate with sections 117-122 of the Charities Act 2011;
- (d) to use the land identified in part 2 of the schedule to this deed as a golf course together with a shop, offices, a café and public toilets, and as tennis courts;
- (e) to co-operate with other charities voluntary bodies and statutory authorities and to exchange information and advice with them;
- (f) to employ and remunerate such staff as are necessary for carrying out the work of the Charity;
- (g) to do any other lawful thing that is necessary or desirable for the achievement of the Object.

7. Statutory Powers

Nothing in this deed restricts or excludes the exercise by the Trustee of the powers given by the Trustee Act 2000 as regards investment the acquisition or disposal of land and the employment of agents nominees and custodians.

8. Delegation

- (1) In addition to its statutory powers as Charity Trustee the Trustee may delegate any of its powers or functions to its Executive, a Committee,

individual Member or Officer as permitted by its Constitution and any Scheme of Delegation in force and in accordance with its statutory powers and duties as a local authority.

- (2) The Trustee must exercise its powers at properly convened meetings except where it has:
 - (a) delegated the exercise of its powers (either under this provision or under any statutory provision); or
 - (b) made some other arrangements by regulations under clause 9.
- (3) The Trustee must consider from time to time whether the powers or functions which it has delegated should continue to be delegated.

9. Duty of Care and Extent of Liability

- (1) When exercising any power (whether given to it by this deed or by statute or by any rule of law) in administering or managing the Charity the Trustee must use the level of care and skill that is reasonable in the circumstances taking into account any special knowledge or experience that it claims to have (“the Duty of Care”).
- (2) No Trustee and no one exercising powers or responsibilities that have been delegated by the Trustee shall be liable for any act or failure to act unless in acting or failing to act he or she has failed to discharge the Duty of Care.

10. General Power to Make Regulations

- (1) The Trustee may from time to time make regulations for the management of the Charity and for the conduct of its business including:
 - (a) the calling of meetings;
 - (b) methods of making decisions in order to deal with cases or urgency where 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.
- (2) The Trustee must not make regulations which are inconsistent with anything in this deed.

11. Accounts Annual Report and Annual Return

The Trustee must comply with its obligations under the Charities Act 2011 with regard to:

- (1) the keeping of accounting records for the Charity;
- (2) the preparation of annual statements of account for the Charity;
- (3) the auditing or independent examination of the statements of account of the Charity;
- (4) the transmission of the statements of account of the Charity to the Commission;
- (5) the preparation of an Annual Report and its transmission to the Commission; and
- (6) the preparation of an Annual Return and its transmission to the Commission.

12. Registered Particulars

The Trustee must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

13. Application of Income and Property

The income and property of the Charity must be applied solely towards the promotion of the Object.

14. Benefits and Payments to Charity Trustee and Connected Persons

(1) General Provisions

No charity 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 or 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 sub-clause (2) of this clause or authorised by the court or the Charity Commission ("the Commission"). 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 Trustee or Connected Persons' Benefits

- (a) A charity trustee or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
- (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 Charity where that is permitted in accordance with and subject to the conditions in section 185 of the Charities Act 2011.
- (c) A charity trustee or connected person may receive rent for premises let by the Trustee or connected person to the Charity. The amount of 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.
- (d) A charity trustee or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

15. Repair and Insurance

The Trustee must keep in repair and insure to their full value against fire and other usual risks all the buildings of the Charity (except those buildings that are required to be kept in repair and insured by a tenant). It must also insure suitably in respect of public liability and employer's liability.

16. Expenses

The Trustee may use the Charity's funds to meet any necessary and reasonable expenses which it incurs in the course of carrying out its responsibilities as Trustee of the Charity.

17. Amendment of the Trust Deed

- (1) The Trustee may amend the provisions of this deed provided that:
 - (a) no amendment may be made to clause 3 (Objects) Clause 8 (Duty of Care and Extent of Liability) clause 12 (Application of Income and Property) clause 13 (Benefits and Payments to Charity Trustee and Connected Persons) clause 17 (Dissolution)

or this clause without the prior consent in writing of the Commission;

- (b) no amendment may be made that would have the effect of making the Charity cease to be a charity at law; and
 - (c) no amendment may be made to alter the Object if the change would undermine or work against the previous objects of the Charity.
- (2) Any amendment of this deed must be made by deed following a decision of the Trustee made at a special meeting.
 - (3) The Trustee must send to the Commission a copy of the deed effecting any amendment made under this clause within three months of it being made.

18. Dissolution

- (1) The Trustee may dissolve the Charity if they decide that it is necessary or desirable to do so. To be effective a proposal to dissolve the Charity must be passed at a special meeting by the Trustee. Any assets of the Charity that are left after the Charity's debts have been paid ("the Net Assets") must be given:
 - (a) to another charity or charities with objects that are the same or similar to the Charity's own for the general purposes of the recipient charity or charities; or
 - (b) to any charity for use for particular purposes which fall under the Charity's objects.
- (2) The Commission must be notified promptly that the Charity has been dissolved and if the Trustee was obliged to send the Charity's accounts to the Commission for the accounting period which ended before its dissolution it must send to the Commission the Charity's final accounts.

19. Interpretation

In this deed:

- (1) all references to particular legislation are to be understood as references to legislation in force at the date of this deed and also to any subsequent legislation that adds to modifies or replaces that legislation;
- (2) "connected person" has the meaning specified in section 118 of the Charities Act 2011.

IN WITNESS of this deed the parties to it have executed it below.

SCHEDULE

PART 1 – CHARITABLE LAND

The land in Sheffield known as High Hazels Park Senior Road Sheffield registered at HM Land Registry with title number SYK639732 shown coloured pink on the plan attached to this deed.

PART 2 – AREA OF CHARITABLE LAND TO BE DISPOSED OF

The land and buildings within High Hazels Park shown:

- (1) hatched black and coloured pink; and
- (2) hatched green and coloured pink;

on the plan attached to this deed.

THE COMMON SEAL of
SHEFFIELD CITY COUNCIL

was hereunto applied
in the presence of:

.....
Authorised Signatory

.....
Signature