

Sealed 22nd March 1996

N 81(S)
96

County - South Yorkshire
Place - Sheffield
Charity - Hillsborough Park

Legal (Liv)
523,913

Scheme

CHARITY COMMISSION

In the matter of the Charity called Hillsborough Park, at Sheffield, in the County of South Yorkshire, comprised in a conveyance dated the 30th September 1890; and

In the matter of the Charities Act 1993.

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES HEREBY ORDER that the following Scheme be approved and established for the regulation of the above-mentioned Charity:-

S C H E M E

1. Administration of Charity. (1) The above-mentioned Charity and the property thereof specified in the schedule hereto and all other property (if any) of the Charity shall be administered and managed subject to and in accordance with the provisions of this Scheme by the Sheffield City Council, who is the Trustee hereof.

(2) The name of the Charity shall be Hillsborough Park.

2. Investment of cash. All sums of cash now or at any time belonging to the Charity, other than sums of cash needed for immediate working purposes, shall be invested in trust for the Charity.

OBJECT

3. Object. (1) The object of the Charity shall be the provision and maintenance of a public park and recreation ground in Sheffield for the use of members of the public resorting thereto with the object of improving their conditions of life.

(2) Subject as hereinafter provided the land specified in the schedule hereto shall be held upon trust for use for the said object.

4. Accounts and annual report. The Trustees shall comply with their obligations under Part VI of the Charities Act 1993 with regard to:

- (1) the keeping of accounting records for the Charity;
- (2) the preparation of annual accounts for the Charity;
- (3) the preparation of an annual report;
- (4) where applicable, the auditing or independent examination of the statements of account of the Charity; and
- (5) where applicable, the transmission of the statements of account and the annual report to the Commissioners.

5. Annual return. The Trustees shall, where applicable, comply with their obligations under the Charities Act 1993 with regard to the preparation of an annual return and its transmission to the Commissioners.

MANAGEMENT OF LAND

6. Management and letting of land. (1) The Trustee may lease the land with the buildings thereon specified in Part II of the said schedule to the organisation called the Hillsborough Arena Sports Association (hereinafter called "the Tenant") for a term of 25 years provided that any such lease shall contain -

- (1) all usual provisions including a provision for the repair and maintenance of the said buildings and the running track to be built on the land and of any other fixture to the land;
- (2) a provision for the insurance of the said land and buildings in an amount of not less than their full reinstatement value from time to time;
- (3) provisions for payment of rent during the term of the lease so that the Trustee, having taken the advice of a qualified surveyor acting exclusively for the charity, shall be satisfied that the terms on which the lease is proposed to be made are the best that can reasonably be obtained for the charity;
- (4) a provision that the costs incurred in connection with the lease shall not be borne by the charity.

(2) The Trustee may enter into an agreement with the Sheffield Wednesday Football Club (the Football Club) in respect of use of the land specified in Part III of the said schedule by the Football Club. The agreement shall permit the Football Club to have use of the above-mentioned land for car parking purposes for up to 28 days per annum for a period of ten years provided that any such agreement shall contain :-

- (a) a provision that the Football Club will carry out works of drainage, landscaping and will create tennis courts and a multi-use area on the land and that it will in addition pay £6,000 per annum for the continued use of the land;
- (b) a provision that, on the said 28 days per annum, the Football Club will be responsible for stewarding the site, clearing of the site and that they will make restitution of any damage caused through use of the site by them under the Agreement.

7. Repair and insurance. The Trustees shall keep in repair and insure to the full value thereof against fire and other usual risks all the buildings of the Charity not required to be kept in repair and insured by the lessees or tenants thereof and shall suitably insure in respect of public liability and employer's liability.

APPLICATION OF INCOME

8. Expenses of management. The Trustee shall first defray out of the income of the Charity the cost of maintaining the property of the Charity (including the repair and insurance of any buildings thereon) and all other charges and outgoings payable in respect thereof and all the proper costs, charges and expenses of and incidental to the administration and management of the Charity.

9. Application of income. Subject to payment of the expenses aforesaid the Trustee shall apply the income of the Charity in furtherance of the object of the Charity.

GENERAL PROVISIONS

10. Charity not to relieve public funds. The Trustee shall not apply income of the Charity directly in relief of rates, taxes or other public funds.

11. Questions under Scheme. Any question as to the construction of this Scheme or as to the regularity or the validity of any acts done or about to be done under this Scheme shall be determined by the Commissioners upon such application made to them for the purpose as they think sufficient.

SCHEDULE

PART I

Land containing an area of 20.27 hectares (in the conveyance described as containing 50 acres and 13 perches) situate in Hillsborough in the City of Sheffield having frontages to Hawksley Avenue known as Hillsborough Park and comprised in the above-mentioned conveyance dated the 30th September 1890.

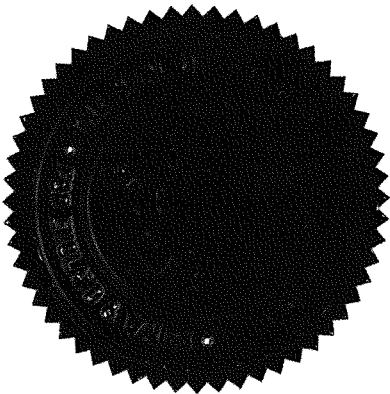
PART II

Land containing an area of 3.11 hectares being part of the said land comprised in Part I having frontages to Hawksley Avenue and known as the Hillsborough Arena.

PART III

Land containing an area of 0.6 hectares being part of the said land comprised in Part I having frontages to Penistone Road and Parkside Road.

Sealed by Order of the Commissioners this 22nd day of March 1996.



Stephen Clax