

North Petherton Playing Fields Charitable Trust

Approved at the 2024 AGM – 22 July 2024)

The Trust

1. The North Petherton Playing Fields Charitable Trust, registered charity number 304595 (the "Trust"), is the freehold owner of the land known as Parkersfield Playing Field, North Petherton, Somerset, registered at the Land Registry under title number ST286521 ("Parkersfield"), and the land known as Memorial Playing Field, North Petherton, Somerset ("Memorial", and both Parkersfield and Memorial are jointly referred to as the "Playing Fields").
2. The Trust's governing document is a declaration of trust dated 13 July 1957 as amended by a scheme dated 17 November 1998 and by this Constitution. The Trust was registered as a charity on 22 April 1963. Its name was changed to the North Petherton Playing Fields Charitable Trust on 15 December 2009.

Objects

3. The objects of the Trust (the "Objects") are to administer the Playing Fields for use as recreation grounds and for other ancillary uses for the benefit of the inhabitants of the civil parish of North Petherton (the "Parish") in such manner as the Trust shall from time to time think fit.

Trustee

4. The sole managing corporate trustee of the Trust shall be North Petherton Town Council (the "Council").

Powers

5. In addition to any other powers it has, the Council may exercise any of the following powers in order to further the Objects:
 - a. to raise funds. In exercising this power, the Council must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
 - b. *to invest the Trust's funds in line with the Council's investment policy*
 - c. to buy, take on lease or in exchange, hire or otherwise acquire property and to maintain and equip it for use;
 - d. subject to clause 31, to sell, lease or otherwise dispose of all or any part of the property belonging to the Trust. In exercising this power, the Council must comply as appropriate with sections 36 and 37 of the Charities Act 1993, as amended by the Charities Act 1996;
 - e. to borrow money and to charge the whole or any part of the property belonging to the Trust as security for repayment of the money borrowed. The Council must comply as appropriate with sections 38 and 39 of the Charities Act 2006, if they wish to mortgage land owned by the Trust;
 - f. to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
 - g. to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects;
 - h. to create such advisory committees as the Council thinks fit;
 - i. to employ and remunerate such staff as are necessary for carrying out the work of the Trust;
 - j. to do any other lawful thing that is necessary or desirable for the achievement of the objects.
6. Nothing in this Constitution restricts or excludes the exercise by the Council 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.
7. The Council, acting as the Trustee shall determine:

- a. the terms and conditions on which the Playing Fields may be used for recreation and the sums (if any) to be paid for such use;
 - b. the appointment of such unpaid officers as it may consider necessary, and the fixing of their respective terms of office;
 - c. the engagement and dismissal of such paid officers and servants of the Trust as it may consider necessary;
 - d. an annual budget for the Trust;
 - e. all capital expenditure on the Playing Fields, defined as expenditure on any single item costing in excess of £1,000; and
 - f. any policies which it shall consider necessary for the efficient management of the Playing Fields, including a policy relating to the assessment and management of risk.
8. In exercising its powers under this Constitution the Council shall follow its usual procedures as set down by statute and in its standing orders.
 9. The Mayor shall be considered to be the Chair of the Trust and the Deputy Mayor shall be considered as the Deputy Chair of the Trust
 10. The Council may delegate the day-to-day management of the Playing Fields to the Management Committee (see below), save that the matters referred to in clause 7 shall always be decided by the Council.

Duty of Care

11. When exercising any power (whether given to them by this Constitution, or by statute, or by any rule of law) in administering or managing the Trust, the Council must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or experience that it has or claims to have (the "Duty of Care").
12. Neither the Council nor anyone exercising powers or responsibilities that have been exercised by the Council shall be liable for any act or failure to act unless, in acting or in failing to act, they have failed to discharge the Duty of Care.

Annual General Meeting

13. The Council shall convene an Annual General Meeting to be held each year. The Council shall give no less than fourteen days' notice of the Annual General Meeting, to be affixed at some conspicuous point at each of the Playing Fields and at such other conspicuous places in the Area as the Council shall determine, this may include publication on the Council's website.
14. The Annual General Meeting shall be a meeting of the Council and shall follow the Council's usual procedures as set down by statute and in its Standing Orders. Members of the public may attend the meeting and may speak at the discretion of the Chair, but they may not vote on any resolutions proposed at the meeting unless the Council decides that such a resolution is to be put to a public vote.
15. The Annual General Meeting shall receive the Trust's Annual Report and statements of account and nominations for membership of the Management Committee as set out below.

Management Committee

16. There shall be a Management Committee (the "Management Committee"), which shall manage the day-to-day business of the Trust. The members of the Management Committee shall be as follows:
 - a. The Chair and Deputy Chair of the Trust (ex officio members)
 - b. three members of the Council ("Councillors"), nominated by the Council, of whom the Council shall nominate one to be the Chairman of the Management Committee;
 - c. Up to 5 members representing the community
17. The Management Committee may, if it so chooses, co-opt up to two additional members at its discretion. Such co-opted members may represent local sports clubs, and shall serve until the next Annual General Meeting of the Trust.
18. The Clerk to the Council shall be the Secretary of the Management Committee but may delegate any or all of the associated tasks

19. An initial list of community members shall prepared by the Clerk in consultation with the Chairman, for consideration at the Annual General Meeting. Further nominations can be proposed at the meeting. All duly appointed members shall serve from the end of that Annual General Meeting until the following Annual General Meeting.
20. If a casual vacancy arises in the Management Committee, it shall be filled by the Management Committee. The person so nominated shall serve until the next Annual General Meeting.
21. The Management Committee shall have power to determine its own rules of procedure, subject to any directions given by the Council.

Financial matters and compliance

22. The Trust shall maintain a bank account at such bank as the Council may determine (the "Account"). The bank signatories will be at least two Councillors as agreed by Council. The Trust Secretary will be the nominated contact for the bank account.
23. All payments for the use of the Playing Fields and all donations for the benefit of the Playing Fields shall be paid into an account designated by the Trust and held in the name of the Trust.
24. The Council shall apply the funds standing to the credit of the Account solely to furthering the Objects. In particular, it may apply those funds to maintaining, repairing and insuring the Playing Fields and any buildings and effects thereon, to paying rent, rates, taxes, salaries, wages and other outgoings, to providing equipment and means of recreation, and otherwise for the maintenance and improvement of the Playing Fields.
25. The Council may be reimbursed out of the property of the Trust or may pay out of such property reasonable expenses properly incurred by the Council when acting on behalf of the Trust.
26. The Council must comply with its obligations under the Charities Act 1993, as amended by the Charities Act 2006, with regard to:
 - a. the keeping of accounting records for the Trust;
 - b. the preparation of annual statements of account for the Trust;
 - c. the auditing or independent examination of the statements of account of the Trust;
 - d. the transmission of the statements of account of the Trust to the Charity Commission (the "Commission");
 - e. the preparation of an Annual Report and its transmission to the Commission; and
 - f. the preparation of an Annual Return and its transmission to the Commission.

Repair and insurance; expenses

27. The Council must keep in repair and insure to their full value against fire and other usual risks all the buildings of the Trust (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.
28. The Council may use the Trust's funds to meet any necessary and reasonable expenses which it incurs in the course of carrying out its responsibilities as trustee of the Trust.

Amendment of this Constitution

29. The Council may amend the provisions of this Constitution, provided that:
 - a. no amendment may be made to clause 3 (Objects), clause 11, clause 12 (Duty of care and extent of liability), clause 24 (Application of income and property), clause 31 (Discontinuance of use), clause 33 (Dissolution) or this clause without the prior consent in writing of the Commission;
 - b. no amendment may be made to clause 31 (Discontinuance of use) that has not been confirmed by a majority of persons present and voting at a public meeting called in accordance with the provisions of that clause, or at an Annual General Meeting;
 - c. no amendment may be made that would have the effect of making the Trust cease to be a charity at law; and
 - d. no amendment may be made to alter the Objects if the change would undermine or work against the previous objects of the Trust.
30. The Council must:

- a. send to the Commission a copy of any amendment made under clause 29 within three months of its being made; and
- b. keep a copy of any such amendment with this constitution.

Discontinuance of use

31. If at any time the Council shall decide that, on the ground of expense or otherwise, it is necessary or advisable to discontinue the use of the Playing Fields or associated asset in whole or in part for the purposes set out in this Constitution, it shall call a meeting of all persons over the age of eighteen years in the Parish. Notice of such a meeting shall be given not less than twenty-one days previously by being posted at some conspicuous point at each of the Playing Fields and at such other conspicuous places in the Parish as the Council shall determine, and by being advertised on the Town Council's website. The notice shall include the terms of the resolution which is to be proposed at the meeting. If the Council's decision is confirmed by a majority of persons present and voting at the meeting, the Council shall implement the resolution as soon as practicable thereafter.
32. The Council shall dispose of any Playing Field or associated asset no longer required or of any part thereof at market value in accordance with the provisions of the relevant Charities Acts (1993 and 2006).

Dissolution

33. If both Playing Fields shall have been disposed of in the manner set out above, the Council may dissolve the Trust. Any assets of the Trust that are left after the Trust's debts have been paid (the "Net Assets") must be given:
 - a. to another charity (or other charities) with objects that are the same or similar to the Trust's own, for the general purposes of the recipient charity (or charities); or
 - b. to any charity for use for particular purposes which fall within the Trust's objects.
34. The Commission must be notified promptly that the Trust has been dissolved and, if the Council was obliged to send the Trust's accounts to the Commission for the accounting period which ended before its dissolution, they must send to the Commission the Trust's final accounts.