

fit

fields in trust



Guidance notes on the long term protection of recreational land

“ Through our continued work with Fields in Trust, Sport England is committed to protecting and improving playing fields to help more people to take part in sport and be active. The Protecting Playing Fields programme and this publication are tangible examples of this partnership. To date, we have invested £20 million to help local sports clubs, charities, local authorities and town and parish councils across England purchase and improve playing fields which will be protected for a minimum of 25 years.”

Charles Johnston, Property Director Sport England

“ Both Sport England and Fields in Trust work to increase and improve participation in outdoor physical activities and sport. We’re delighted to be working together on this joint guidance and other initiatives to help build a stronger sporting future.”

Helen Griffiths, Chief Executive Fields in Trust



Sport England Protecting Playing Fields Programme

Contents

Background	4
Recreational Land Protection Generally	5
Deeds of Dedication - the Preferred Means of Protection	7
The Use of Charity Law, Land Protection and Land Acquisition	8
Land Acquisition and Improvement - Options for Charitable Ownership and Management	9
Conclusion	9
Fields in Trust Contacts	9
Appendices	
Appendix 1: Annotated Non-Charitable Deed of Dedication, Local Authority Protected	11
Appendix 2: Fields in Trust working definitions of different types of protected fields	16
Appendix 3: Case studies relating to Fields in Trust's role in protecting recreational land	18



Fields in Trust

Sport England Protecting Playing Fields Programme

Background

Fields in Trust has been protecting recreational land since its formation as the National Playing Fields Association in 1925. In total the organisation protects 2,443 outdoor recreational spaces.

Almost 500 of the sites were established as King George's Fields, all being local open spaces and playing fields for community sport, play and recreation serving as Memorials to the late King George V. Others are protected by deeds of covenant or dedication. By such means Fields in Trust augments protection through the planning system by using charity and contract law. Some of the protected sites are owned charitably by Fields in Trust as recreational assets on behalf of local communities.

In 2012, in celebration of the exciting great events taking place, Fields in Trust ran the Queen Elizabeth II Fields Challenge headed by its patron The Duke of Cambridge. This aimed to protect 2012 outdoor recreational spaces in communities throughout the United Kingdom, as a permanent living legacy of both HM The Queen's Diamond Jubilee and the London 2012 Olympic and Paralympic Games. A total of 1,500 sites became Queen Elizabeth II Fields, increasing the number of sites protected by the organisation by 125%.

In July 2014 Fields in Trust launched a new programme called *Centenary Fields* which aims to protect war memorial parks, playing fields and other significant green spaces as part of the commemorations of the centenary of World War I.

Sport England's Protecting Playing Fields Programme was set up as part of its Places People Play Olympic Legacy initiative, directed to improving mass participation in sport. The programme started in 2011 and continues to run. It is delivered through five funding rounds of about £2m each. A total of around 400 projects will be funded, all of which are concerned with the creation and/or improvement of playing fields. Projects include the construction of new pitches and the improvement of existing ones through, for example, levelling or drainage.



Recreational Land Protection Generally

There are a number of significant ways of protecting playing fields and other recreational land. No one alone is sufficient to safeguard our open spaces, but together they provide an effective framework of protection which ensures that the appropriate range of questions must be raised and answered before any site can be disposed of.

First and foremost is the need for quality provision, with the criteria of being: well designed to high technical standards, located where it will be of most value to the community to be served, landscaped in an appropriate fashion, maintained to the highest possible condition within available finance and repaired and replaced as necessary over time. If this applies, then land for sport and recreation has the best chance of being valued and used by sporting and non-sporting participants alike. It is common sense that such facilities will be valued by owners, users, grant providers and the public at large and that such sites will be protected, so far as is possible, by public opinion and political will.

Public opinion and political will are not, of course, enough in all circumstances. The planning system has much to offer. In particular measures are available to help protect playing fields against loss to development. These include: the National Planning Policy Framework published by the Department for Communities and Local Government in 2012; the policies contained within local plans; the Local Green Space Designation; the role of Sport England

as a statutory consultee on the planning applications affecting playing field land; and in the case of school playing fields, the School Premises Regulations 2012 and Section 77 of the School Standards and Framework Act 1998, as contained in 'Advice on the Protection of School Playing Fields and Public Land', also published in 2012.

To these can be added Town and Village Green registration, which was reviewed in 2013 and anticipated inclusion in the Growth and Infrastructure Bill.

Further Guidance is available in Fields in Trust's 'Planning and Design for Outdoor Sport and Play' and on its website: http://www.fieldsintrust.org/Upload/toolkit/pdfs/Protecting_v3.pdf. Information is also available on the Sport England website at: <http://www.sportengland.org/planningapplications>

The main thrust of this guidance note, however, is to explain how contract and charity law can be used to provide long term land protection in consensual partnership with Fields in Trust. The advantages of such a partnership include protection by an organisation that's been in the business since 1925; access from time to time to funding (partnership arrangements for the QEII Fields included agreements with Sport England, SITA, the London Marathon Charitable Trust, and LV= [Liverpool Victoria Insurance]); certainty of protection of any investment made by external funders; and quality advice on the management of recreational facilities.

Deeds of Dedication - the Preferred Means of Protection

Experience has shown that in the vast majority of cases, the preference of land-owners and lease-holders is for the ownership and management of recreational sites to be left in local hands, with decisions being made by local people based on local preferences. Fields in Trust agrees with this. Our role is therefore one of safeguarding the sites and providing advice from time to time. This allows us to act as a guarantor between any landowner and any potential future development.

Today Fields in Trust protects site through a legal instrument called a Deed of Dedication. Protection is normally in perpetuity for freehold land or, in the case of leasehold land, for a minimum of 99 years. The protection can be non-charitable or charitable. In the latter case the standard form of the deed has been agreed with the Charity Commission. Where appropriate it can be amended to include suitable reference to the Official Custodian of Charities. Most local authorities these days prefer protection to be afforded through the non-charitable version.

Appendix A provides a copy of the standard draft form of the non-charitable version, as used for the Queen Elizabeth II Fields Challenge. The following should, in particular, be noted:

- Clause 3.1 is the user clause and this defines the permitted uses of the field
- Provided facilities, buildings and structures are ancillary to those purposes the land owner and/or leaseholder does not require Fields in Trust's consent for them
- Consent for change of use or facilities, buildings or structures which fall outside permitted uses is required from Fields in Trust
- Registration of Fields in Trust's interest at the Land Registry is required; Fields in Trust therefore needs to check the soundness of the property's title
- Clause 4 generally defines circumstances under which disposal of the property and its replacement can be agreed.



The Use of Charity Law, Land Protection and Land Acquisition

When most people think of charities, charitable organisations such as the NSPCC or the National Trust come to mind. What is often not understood is that those playing fields (or other forms of recreational land) held for public benefit in Trust can themselves be registered as charities. Like all charities, they have specific trust purposes and objects, which must be followed at all times. In the case of some of the King George's Fields, for example, each is a publicly available open space used for the purpose of outdoor games, sport and pastimes, in perpetuity. The owners and managers of the sites, whether local authorities or voluntary bodies, are trustees of that charity.

Such sites are, therefore, protected for all time. This is not to say that no part or all of a site can ever be disposed of. Disposal of recreational charity land is possible but it must be in accordance with the requirements of the Charities' Acts 2006 and 2011. In addition, the proceeds of any disposal and their reinvestment are subject to the same trust purposes of the recreational land charity as stated in its governing instrument or instruments.

Trustees of Charitable Land need to meet the requirements of the Charities' Acts when considering land disposal. In normal circumstances, these are:

- The Trustees must have powers to dispose of the land
- The Trustees must ensure that the disposal benefits the charity
- The terms of the disposal are the best that can be obtained for the charity
- The Trustees must, in certain circumstances, obtain the consent of the Charity Commissioners
- The Trustees must obtain and consider a written report from a qualified surveyor instructed by the Trustees and acting exclusively for the charity. The surveyor must be a fellow or professional associate of either the Royal Institution of Chartered Surveyors or the Incorporated Society of Valuers and Auctioneers. The surveyor must have ability in, and experience of, valuing the type of land the trustees are selling, in the area where the trustees' land is situated
- The Trustees must advertise the property in accordance with the Surveyor's advice. However, if the surveyor's advice is that advertising or marketing the property would not be in the charity's best interests, then the property need not be advertised
- The Trustees intending to dispose of land held for recreational purposes may be required to give public notice of their intention to dispose.

Land Acquisition and Improvement – Options for Charitable Ownership and Management

Option 1 – Vesting the Freehold in Fields in Trust

Fields in Trust's preference, as stated on page 6, is for protection to be done by Deed of Dedication. Occasionally we have been asked to agree that land become 'vested land in trust'. This means that the land comes into the ownership and safekeeping of Fields in Trust. We become the Custodian or Holding Trustee and local managers are appointed as Managing Trustees to manage and maintain the facilities. Again Fields in Trust has no role in the charity's day to day management but in this instance it becomes the owner of the property.

Alternatively, the land may be held locally, by Managing Trustees, in which case they are known as local trustees, or by other holding trustees that are also in the area.



Conclusion

Fields in Trust is proud of its record for protecting land and the reputation it has earned for undertaking this work positively and closely with local organisations. The protection is always preferred to be in perpetuity. This does not mean that never shall a blade of grass be sold – it means that if, in rare circumstances, disposal is to take place, new arrangements must be made for alternative facilities to be provided. In such cases, the local organisation must always agree to any disposal and the proceeds will ensure that replacement facilities are provided.



Fields in Trust Contacts

For further information contact one of the Fields in Trust Development Team at info@fieldsintrust.org

Website: www.fieldsintrust.org

Appendices

Appendix 1: Annotated Non-Charitable Deed of Dedication, Local Authority Protected

Appendix 2: Fields in Trust's working definitions of different types of protected fields

Appendix 3: Case studies relating to Fields in Trust's role in protecting recreational land

Appendix 1:

Annotated Non-Charitable Deed of Dedication Local Authority Protected

[Party] (1)
and
National Playing Fields Association (2)

[Site Name]
Annotations in blue

THIS DEED OF DEDICATION is made on the day of 20

BETWEEN

(1)[PARTY 1] and its successors in title (the Council); and

(2)NATIONAL PLAYING FIELDS ASSOCIATION, operating as Fields in Trust, 15 Crinan Street, London N1 9SQ a Royal Charter Organisation established for charitable purposes (registered charity number 306070) and its successors in title **(FIT)**

(the Council and FIT being together called the **Parties**)

WHEREAS:

1. The property more particularly specified in the Schedule (the Property) forms part of the corporate property of the Council.
2. The parties hereby agree that the Property will be dedicated in perpetuity in the manner and for the purposes set out below (but without any intention to create any charitable trust), and in accordance with the mutual undertakings given by the parties.

This clause establishes the contract.

3. The Council gives the following undertakings:

- 3.1 Not to use the Property or permit the Property to be used for any purpose other than as a [public playing field and recreation ground];

The user clause refers to the property being for “a public playing field and recreation ground”. Depending on the property’s current or future use, the user clause can be amended by mutual agreement. For example, it could include reference to open space or to buildings such as village or community halls or to public indoor leisure facilities.

- 3.2 Subject to clause 4, not (in so far as it has the power to do so) to dispose of the Property without the consent of FIT;

This clause establishes additional protection through Fields in Trust consistent with the objectives of the Queen Elizabeth II Fields Challenge.

Appendix 1

- 3.3 It will not (in so far as it has the power to do so) erect any building or structure on the Property the use of which is outside of the permitted use as stated in Clause 3.1 without the consent of FIT;

Decisions relating to new buildings and structures, or alterations of the same, which fall within the user clause are solely in the control of the landowner or its tenant(s).

- 3.4 To inform FIT without delay of any proposals, intentions or decisions to dispose of or erect any structures on the Property;

This clause supports the objective of protecting the site's recreational use.

- 3.5 To maintain the Property and so far as is consistent with its duties as a local authority to have regard to any advice given from time to time by FIT on the management and running of the Property;

This clause establishes an advisory role for Fields in Trust without interfering with the management rights and responsibilities of the authority.

- 3.6 To erect notices on the Property in the form of signage provided by FIT relating to the background of Fields in Trust and the Queen Elizabeth II Fields and giving recognition of financial support where required;

This is an essential part of the QEII Fields Challenge.

- 3.7 To apply within three months of the date of this Deed on form RX1 annexed hereto for the registration in the proprietorship register of the registered title of the Property at the Land Registry of a restriction to the following effect:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by National Playing Fields Association of 15 Crinan Street, London N1 9SQ or by its conveyancer that the provisions of paragraph 4 of The Deed of Dedication dated [] between Party 1 (1) and National Playing Fields Association (2) have been complied with” and;

This is an essential part of the land registration and protection process.

- 3.8 To apply within three months of the date of this Deed on form AN1 annexed hereto for the registration in the charges register of the registered title of the Property at the Land Registry of a notice to the following effect:

“By a Deed of Dedication dated [] between Party 1 (1) and National Playing Fields Association (2) the land in this title was dedicated for use as a public playing field and recreation ground”

This is an essential part of the land registration and protection process.

3.9 To supply FIT with evidence that the registrations referred to in clauses 3.7 and 3.8 have been completed within a reasonable period of time after completion.

4. Pursuant to clause 3.2, FIT shall not unreasonably withhold consent to any disposal of the Property provided that the Council at the request of FIT:

4.1 Replaces or agrees to replace the Property with a piece of freehold land approved by Fields in Trust which is of equivalent or better quality than the Property, with equivalent or better facilities than the Property, of the same or greater dimensions than the Property, in the same catchment area as the Property, and as accessible to the public as the Property (the **Replacement Site**) and applies such of the proceeds of any sale of the Property as are necessary to do so; and

4.2 Enters into another deed of dedication on the same terms as this Deed in respect of the Replacement Site.

Clauses 4.1 and 4.2 take account of potential future change by guaranteeing flexibility in terms of specific location provided the specified criteria are met.

5. FIT undertakes that it will not unreasonably withhold consent to any disposal of the property at nil cost to any local authority or non-profit making organisation which will hold the Property and ensure that its use is compatible with clause 3.1, provided that the new landowner enters into another Deed of Dedication with Fields in Trust on the same terms as this Deed in respect of the Property.

6. FIT undertakes that it will not unreasonably withhold consent to disposal of the Property or the erection of any structures upon it, subject to its duty to perform its charitable objects and provided that the provisions of clause 4 or 5 of this Deed have been complied with;

6.1 Respond without delay to any notifications of intended disposal or erection of structures, or to any requests for advice; and

6.2 Notify the Council without delay of any concerns or matters of advice to which it requires the Council to have regard.

Appendix 1

7. The Council DEDICATES the property in celebration of the Diamond Jubilee of Her Majesty Queen Elizabeth II as a public playing field and recreation ground for the benefit of the inhabitants of [] and thereabouts and the site will be titled the Queen Elizabeth II Field []

This is the essential naming clause referring to the dedication as a Queen Elizabeth Field. The user definition (given as 'playing field and recreation ground here) can be varied according to the site.

IN WITNESS whereof this Deed of Dedication is executed the day and year first before written

Schedule

All that freehold property known as land at [] which is identified on the plan outlined in red and annexed to this Deed being H M Land Registry Title Number [].

EXECUTED as a **DEED** by affixing the

The **COMMON SEAL** of []

in the presence of:

..... Councillor

..... Councillor

Insert FIT Common Seal;

EXECUTED as a **DEED** by affixing

The **COMMON SEAL** of **NATIONAL PLAYING FIELDS ASSOCIATION**

under an authority conferred by s.260(2) Charities Act 2011 in the presence of:

..... Trustee

..... Trustee

Appendix 2:

Fields in Trust's working definitions of different types of protected fields



Fields in Trust/NPFA Fields

These are playing fields, recreation grounds or other open spaces held by Fields in Trust on behalf of local communities for public use, with arrangements in place for management by local organisations. Many of these sites are held charitably and need to be managed in compliance with the Charities Acts. The managers, however, need not be charitable organisations, though they are usually local authorities or voluntary organisations. These fields are protected in perpetuity.

Fields in Trust/NPFA Covenanted Fields

These are playing fields, recreation grounds or other open spaces owned usually by local authorities and voluntary organisations, including some sports clubs, for public use. Each is subject to a contractual undertaking by the landowner to use the land for specified recreational purposes, unless Fields in Trust agrees otherwise. Such deeds have normally been entered into as consideration for financial assistance made available by or through Fields in Trust towards acquisition, lay-out or the provision of buildings/facilities. Most sites are protected in perpetuity, with a small number only being protected running for a specified time period. These sites are non-charitable for the main part.

King George's Fields

These are playing fields for public use and enjoyment as open spaces for outdoor games, sports and pastimes, protected in perpetuity to the memory of the late King George V. Some of these are protected charitably but the majority are non-charitable. Fields in Trust holds deeds of dedication as contracts requiring its permission for any change of use or disposal.

Queen Elizabeth II Fields

These sites, open spaces for diverse recreational use, are recognised as Queen Elizabeth II Fields in celebration of Her Majesty The Queen's Diamond Jubilee in 2012 and the London Olympic and Paralympic Games. They are protected by Deeds of Dedication, usually in perpetuity and on a non-charitable basis.

Fields in Trust/Carnegie Fields

These sites were funded as playing fields for public use in the 1920s and 1930s by both Fields in Trust and the Carnegie United Kingdom Trust. Under the rules and conditions of the grant programme, all sites were funded as open spaces to be protected in perpetuity. Individual deeds acknowledging protection only exist in a minority of cases. However, information exists confirming the general rules and conditions of the grant programme, the decisions of the joint grant committee and the offer, acceptance and payment of grant aid. This information is sufficient to establish an implied contract where a Deed does not exist.

Appendix 3:

Case studies relating to Fields in Trust's role in protecting recreational land

Introduction

The case studies which are provided are brief illustrations of the need to be flexible when protecting, providing and managing land and facility resources for sport and recreation. The strategic approach to planning and management, coupled with the ability to embrace change, are important. Each facility should be run in a way that fits best with local users, the local community, resources available and the most appropriate structure at any one time.

Guiding Principles

Since Fields in Trust was formed as the NPFA in 1925, a range of different means have been used to protect land. Today, Fields in Trust works to the following principles when safeguarding facilities for sport, recreation and play in the long-term.

The consensual approach: Fields in Trust seeks to protect facilities by reaching legal arrangements with landowners by way of voluntary agreement

The basis in law: A Deed of Dedication is drawn up between the parties involved protecting facilities through contract law. The facilities may be protected on trust through charity law, or on a non-charitable basis. Fields in Trust takes the view that while planning law can be very helpful in protecting facilities, it is insufficiently reliable alone.

Charity law: Facilities protected charitably must be operated in accordance with charity law and they are held on trust as charity property. The Charity Commission is the regulatory body. It should, however, be noted that most local authorities prefer to dedicate land on a non-charitable basis, holding the land under normal statutory powers.

Long-term protection: In the vast majority of cases this means in perpetuity (that is, for all time); very occasionally Fields in Trust will agree protection on a time limited basis of a minimum of 99 years.

Land registration: It is a requirement that the landowner agrees to register Fields in Trust's interest in, and right to, protect the facilities at the Land Registry.

The primacy of use: The Deed of Dedication serves to protect facilities for the public as playing fields, recreation or sports grounds,

play areas or some other form of open space. The particular type of use can be customised to reflect the current and potential use of any future site. Change of use or disposal requires Fields in Trust's consent.

The impact of the Deed of Dedication on ownership and management: Fields in Trust's involvement is to ensure that the site is protected for its stated use in the long-term. Ownership and all aspects of strategic and day-to-day management remain in local hands. Fields in Trust may be able to assist from time to time with information and funding but its role is limited to custodial and advisory functions.

Disposals and land exchanges: Reasonable proposals made by landowners will be considered by Fields in Trust. If agreed, they will necessarily result in sufficient reinvestment in alternative freehold land and facilities which are of equivalent or better quality than those to be disposed of, of the same or greater dimensions and as accessible to the public and users. Clause 4 of Appendix 1 refers as does Fields in Trust's published policy, the link to which is: http://fieldsintrust.org/Upload/Documents/News/Policy_Statement_Disposals_of_Recreational_Land_380518881.pdf

The importance of negotiations: Fields in Trust is committed to acting reasonably in respect of any proposed disposal or land exchange. Fields in Trust always seeks negotiated solutions to any initial differences of approach. In nearly 88 years of protecting and improving facilities, Fields in Trust has not once been involved in court action arising out of differences.

Case Studies

Queen Elizabeth II Fields funded by Sport England’s Protecting Playing Fields Fund

This initiative has been particularly helpful in finding funding for improvements to facilities, allowing for greater participation and sustainability. QEII sites, already dedicated or prospective at the time of writing, that have benefited include:



Mendlesham, Suffolk

For the purchase of additional land and upgrading of facilities.

Mendlesham Parish Council said

“The assistance and funding received from Sport England has made a significant difference to our project to extend our playing fields. Confirmation of our Sport England grant undoubtedly facilitated further funding as it endorsed the purpose and benefits of the project and also provided a reassurance to other funders with regard to the final outcome of the project.

This project has not only protected existing facilities but will provide Mendlesham with the resource and space to become a more active community for many years to come.”



Wedmore Football Club, Somerset

For purchasing more land enabling additional pitches to be created



Facilities owned by South Derbyshire District Council

Providing access and facility improvements on a partnership basis with other local councils and organisations



Abbots Bromley Cricket Club, Staffordshire

For a new square and outfield, and junior football pitch.



Icon Set



Play Area



Play Facilities



Sports Pitches



Football



Athletics



Bowling Green



Cricket HQ



MUGA



Net/Basketball



Rounders



Rugby League



Rugby Union



Softball



Tennis



Pavilion/Hall



Outdoor Gym



Fields in Trust Field Northchurch, Hertfordshire

Fields in Trust was approached by the Northchurch Cricket Club to help purchase part of its ground from a local landowner in 1993.

Based on Fields in Trust's record as a national Royal Charter charity, with a reputation for protecting playing fields the landowner agreed to sell the freehold to Fields in Trust. The cricket club provided the purchase funds and were granted a lease. Today, the intention is to transfer ownership to the Club, while protecting the site under a deed of dedication as a Queen Elizabeth II Field.



Fields in Trust Field Northleach, Gloucestershire

Northleach has a King George's Field to the south of the village and Fields in Trust has rejected approaches by Gloucestershire County Council to build a new school on the site.

More recently, Fields in Trust was gifted land as part of the estate of a member of the Wills family, the open space now being called the Bobby Wills Meadow. The land is adjacent to the King George's Field and was given to Fields in Trust as protected open space with the additional objective of preventing village creep to the south of Northleach.





Fields in Trust Field, Penn Park, Bristol

This is part of a former school site.

While built development was allowed on the footprint of the former school buildings, the school playing fields were retained and given by Bristol City Council to Fields in Trust to protect on behalf of the local community under the management of the Southmead Sports Association. Sustainability was assisted by a gift of substantial permanent endowment, providing income for upkeep.



Covenanted Field Hexham, Northumberland

This protected site was in the ownership of Northumberland County Council, comprising areas for outdoor sport and a children's playground.

Fields in Trust agreed to a transfer of the ownership of the play area to the local Town Council, with a variation of the original covenant so that it referred only to use for children's play, the previous reference to use for 'organised games' having been deleted.



Covenanted Field Oldbury, West Midlands and the Queen Elizabeth II Fields Challenge

Fields in Trust was approached by Sandwell Borough Council seeking release of a covenant dating back to the early 1960s at the Oldbury Sports Centre.

The sports centre and outdoor facilities were at the end of their useful life and the Borough wanted to establish a new leisure, health and community facility for the local people. Fields in Trust negotiated 5 replacement sites, three of which were to become Queen Elizabeth II Fields within the Borough. The acreage was substantially increased, being equivalent in land value to the development value of the Oldbury site.



King George's Field, Arnold, Nottinghamshire

This is a charitable site for public benefit, the owners and trustees of which are Gedling Borough Council.

The Trustees gave a lease to Arnold Town Football Club, a semi professional club which was allowed exclusive use of part of a charitable playing field for public benefit. It established its own ground which was enclosed, with the public being charged to watch a game. This was considered to be unlawful following a Charity Commission Inquiry. Eventually, a new site was found for the club to relocate to and public use of the entire KGF was restored.



King George's Field Enfield, London

This site, known as Bury Farm, is over 100 acres in size with an athletics track as part of the facilities, with a football pitch within it.

The Council proposed entering into a lease with the Enfield Town Football Club, which needed security of tenure for continued acceptance in its league. Fields in Trust agreed on the basis that continued public use of the running track and ancillary facilities, including changing facilities, was allowed.



King George's Field Godalming, Surrey

The Godalming Sports Centre was built in the 1970s adjacent to the King George's Field, which formed part of open space used for outdoor sport and recreation at Broadwater Farm.

Godalming Borough Council sought Fields in Trust's consent to replace the dilapidated facility with a new sports centre on part of the King George's Field. Additional protected land, four times the area needed for the sports centre, was negotiated by way of exchange and Fields in Trust's consent was granted.





Fields in Trust/Carnegie Field Herringthorpe, Rotherham, South Yorkshire

This large playing field, of over 60 acres, was funded in the 1930s.

No specific covenant existed but Fields in Trust argued that an implied contract was in place. Rotherham MBC identified two small parts of the site for possible enabling development, the funds generated to be used to develop new sport and recreational facilities on the site. Fields in Trust agreed to this in principle, with the Council committing itself to protecting the remainder of the site under deed as a QEII Field.



Fields in Trust/Carnegie Field Horsfall, Bradford, West Yorkshire

Local residents made Fields in Trust aware of plans by Bradford MBC to dispose of the whole of Horsfall Playing Fields for housing to generate development funding for a sports village elsewhere in the city.

Fields in Trust argued that its consent was necessary and that the proposals should be shelved since the playing fields were an important resource for local people. Eventually, the proposals were dropped and the Council has now agreed to protect the whole of this site, and four others, as QEII Fields.





Fields in Trust/Carnegie Field, Yeovil, Somerset

South Somerset District Council proposed to build a sports village, with large scale indoor leisure facilities on this site, the main open space, park and playing fields in Yeovil.

A vigorous campaign was embarked upon locally, with mention of possible registration as a village green. Local residents also brought to Fields in Trust's attention a covenant in its favour protecting the site as a playing field for public recreation. Ingeniously the Council sought to argue that this allowed them to build a substantial indoor sport and leisure facilities, including a sports centre and swimming pool. Fields in Trust rejected this, stating that any indoor facilities needed to be ancillary to the site's use as a playing field for outdoor sport and recreation. In the face of local opposition and Fields in Trust's objection, South Somerset DC dropped the proposals.





Fields in Trust

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Reg Charity No. 306070
Reg Company No. RC000370

Fields in Trust is the new operating name
for the National Playing Fields Association

www.fieldsintrust.org

 [@fieldsintrust](https://twitter.com/fieldsintrust)



**SPORT
ENGLAND**