

# **ACCORD BETWEEN HILLSIDE RURAL ACTIVITIES PARK LIMITED AND THE HILLSIDE SCOUT GROUP**

## **Introduction**

When signed by both parties, this accord that will provide the security needed for the Hillside Scout Group, as a charity in its own right, to commit funds from our charity to purchase land (£30,000) and develop a building (£110,000) as part of this project.

The main and absolute requirement for the use of any charity's funds under the rules of the Charities Commission is that they need to be accounted for as spent for 'the purposes of the charity as set out in its governing document and no other'. For this reason the Hillside Scout Group can only commit funds if they are directly used for their needs only i.e to secure a piece of land and building, for which Scout Activities will be the primary use and which must remain a liquidatable asset of Hillside Scout Group should the HRAP arrangements cease to be or significantly change to the detriment to the purpose of our charity sometime in the future.

Hillside Scout Group point out that if they, in the future, are judged to have failed to use their funds properly in this way and take steps to ensure that the purposes of their charity continue to be met, the Charities Commission would judge the Trustees to be in breach of trust. In this way the members of the Hillside Scout Group Executive Committee as trustees, would be liable for the return of the £140,000 of charities funds invested -£14,000 each.

The Hillside Scout Group have discussed ways of ensuring their charities purposes continue to be met throughout the operational life of these assets within the Executive Committee and with their solicitor. From these consultations it is concluded that, although there is all confidence in the current project group, there is the possibility that the operational rules and focus of the proposed operational company 'Hillside Rural Activities Park Limited' may change as a result of different directors being elected from the community. There is a significant risk that such change may put this group at odds with the Hillside Scout Group's fundamental needs at some time in the future. It is for this reason that the Hillside Scouts can not become part of the proposed charity company 'Hillside Rural Activities Park Limited' but seek a once-and-for-all absolute agreement with this company in the form of the attached accord.

This accord provides both the necessary protection that we need to commit Hillside Scout Group charity funds, whilst delivering all the benefits for Hillside Scouts, Borrowby Show, the existing sports clubs and new activities (Badminton, Basketball, Carpet Bowls etc.) set out in the Business Case for the project.

Being the agreement that sets out the basis by which scouting and other activities are to operate side by side, this accord is transferable to any other part of the Scout Association who might subsequently take over the facility from Hillside Scout Group.

## **Land Purchase**

Clause 9 of the land purchase contract between JOHN PRESTON WARCOP PETER CONSETT of Brawith Hall, Thirsk, North Yorkshire (The seller) and Hillside Rural Activities Park Limited (the Buyer), gives the buyers the option (a) to buy the land specified in the first schedule on the terms set out in the second schedule.

Clause 10 gives the buyer 3 months from the date of the contract to protect this right by an appropriate registration under the Land Charges Act 1972

Upon making this registration, it is hereby agreed that Hillside Rural Activities Park Limited will sell to the Hillside Scout Group an area of land in the northeast corner of the land acquired from JPWP Consett. The Scout Association Trust Corporation, as an incorporated body, will act as Custodial Trustees for Hillside Scout Group to hold the legal title to this land and any building built upon it.

The condition of sale is to be freehold on equal terms to that secured by Hillside Rural Activities Park Limited in their contract with JOHN PRESTON WARCOP PETER CONSETT of Brawith Hall, Thirsk, North Yorkshire.

Involving the Scout Association Trust Corporation will not affect the development of the project or day to day management but will ensure the use of the property will continue to benefit scout activities. If Hillside Scout Group were to fail in the future, without selling the property, the Scout Association Trust Corporation, under the Scout Association Policy Organisation and Rules (POR), would pass the responsibility for the property to the next level up in the Scout Association, namely the Vale of Mowbray District Scouts.

### **Building Development**

Hillside Scout Group and Hillside Rural Activities Park Limited will work together to develop a building in the position shown on Schedule 1. This building, Hillside Scouts and Community Activity Centre, will be designed as two semi-detached properties:

- Property A; in freehold ownership of Hillside Rural Activities Park Limited containing the facilities listed in table A of Schedule 2, built on land owned by this party.
- Property B; in freehold ownership of the scouts with the Scout Association Trust Corporation as custodian trustees, holding the legal title for the benefit of Hillside Scout Group. This contains the facilities listed in table B of Schedule 2, built on land owned by this party. There is 2.4 acres of land as shown in Schedule 1 associated with this building.

### **Services**

For such as a septic tank which will be located on land belonging to one party, the other party will contribute to the running costs of such services in proportion to the amount of use

### **Access**

Developed and maintained by Hillside Rural Activities Park Limited. Permanent Right of Way shall be granted to Hillside Scout Group. All parties using the entrance will pay an annual maintenance fee, transparently determined in accordance with their usage.

### **Parking**

Parking spaces will be built in two distinct areas, the first linked closely to the Scout Hut and located on land owned by the Scouts, the second linked more to the football and cricket pitches and tennis courts. When required overspill between the two will be assumed.

### **Funding**

To satisfy the needs of the Hillside Scout Group's status as a charity all the remaining £110,000 from the Hillside Scout Group's development fund is to be accounted for in the development of Property B.

The design of Property B will be primarily aimed at the operational needs of scouting activities but will incorporate other features to benefit the community, as the availability of grants will allow.

It is noted that in the event that HRAP contributes funds to the capital cost of Property B and then the Scouts subsequently decide to sell the property the benefit gained by these funds could be lost to the community. HRAP and Hillside Scout Group will work together to investigate the best funding options to either avoid this problem or achieve the best rebate for HRAP, ideally one proportional to the percentage of their capital contribution to the installed cost.

### **Operation**

#### **Property A**

Use of changing room, toilets and showers by football, cricket and tennis clubs and any other future participants in Hillside Rural Activities Park.

This property is under the control of Hillside Rural Activities Park Limited who are responsible for the upkeep (Cleaning and Maintenance) of this building.

#### **Property B**

##### *Land*

The 2.4 acres of land set out in Schedule 1 shall be bounded by a fence both to delineate the properties and fulfil the Child Protection requirements of the Scouts. The inclusion of gates or temporary removal of sections of this fence will allow free access to this land for people and cars on Borrowby Show day and for others by agreement with the Scouts.

No Livestock is allowed on this land at any time.

##### *Building*

This property is under the control of Hillside Scout Group who are responsible for the upkeep (Cleaning and Maintenance) of this building.

Property B is to be exclusively used by Hillside Scout Group at the times of their meetings which currently are at the following each week / year:

Tuesday Evenings	5.00 - 8.30pm
Friday Evenings	5.30 - 9.30pm

These days and times may need to be changed in future and the scouts reserve the right to do this at reasonable notice to HRAP.

In addition to these times the Hillside Scout Group will set out, quarterly, a programme of other periods when the Scout land and the building are needed exclusively by the scout activities.

The Scout equipment store is to be exclusively used by the Hillside Scout Group at all times.

For times outside those defined above the hall can be rented by other groups to play indoor sport. Rent can be paid hourly/ half-day/ evening session/ full day.

In the fullness of time a system for managing bookings for the building will be setup by the Scouts. Whilst the system shall ensure that the Scouts Primacy of Use is maintained, the running of the system may be run jointly with that for the HRAP property.

Being the party who would incur the cost of damage, the Hillside Scout Group reserve the right to refuse bookings to groups and persons who have previously abused the facility.

The Hillside Scout Group are willing to take on the responsibility of setting up a Badminton club, Basketball training sessions and Carpet bowls.


### **Borrowby Show Use**

Once per year, the Hillside Scout Group land and all of Property B building ( except Scout Equipment Store) will be made primarily available for Borrowby Agricultural and Horticultural Society for the day of the annual Borrowby Show and for a week in the period leading up to and after the show to allow for preparation. The scouts will make a charge to cover reasonable costs to make good any wear and tear resulting from the use of the land by the Show. A nominal rent of say £100 would be charged to the Show for the use of the hall for the day of the Show. Again no livestock are to be allowed on Property B land during this period.

### **Basis of Rental Rates**

Rental rates will be transparently reviewed and set each year based on utility usage and upkeep costs divided by the proportion of use by each group.

Signed on Behalf of Hillside Scout Group



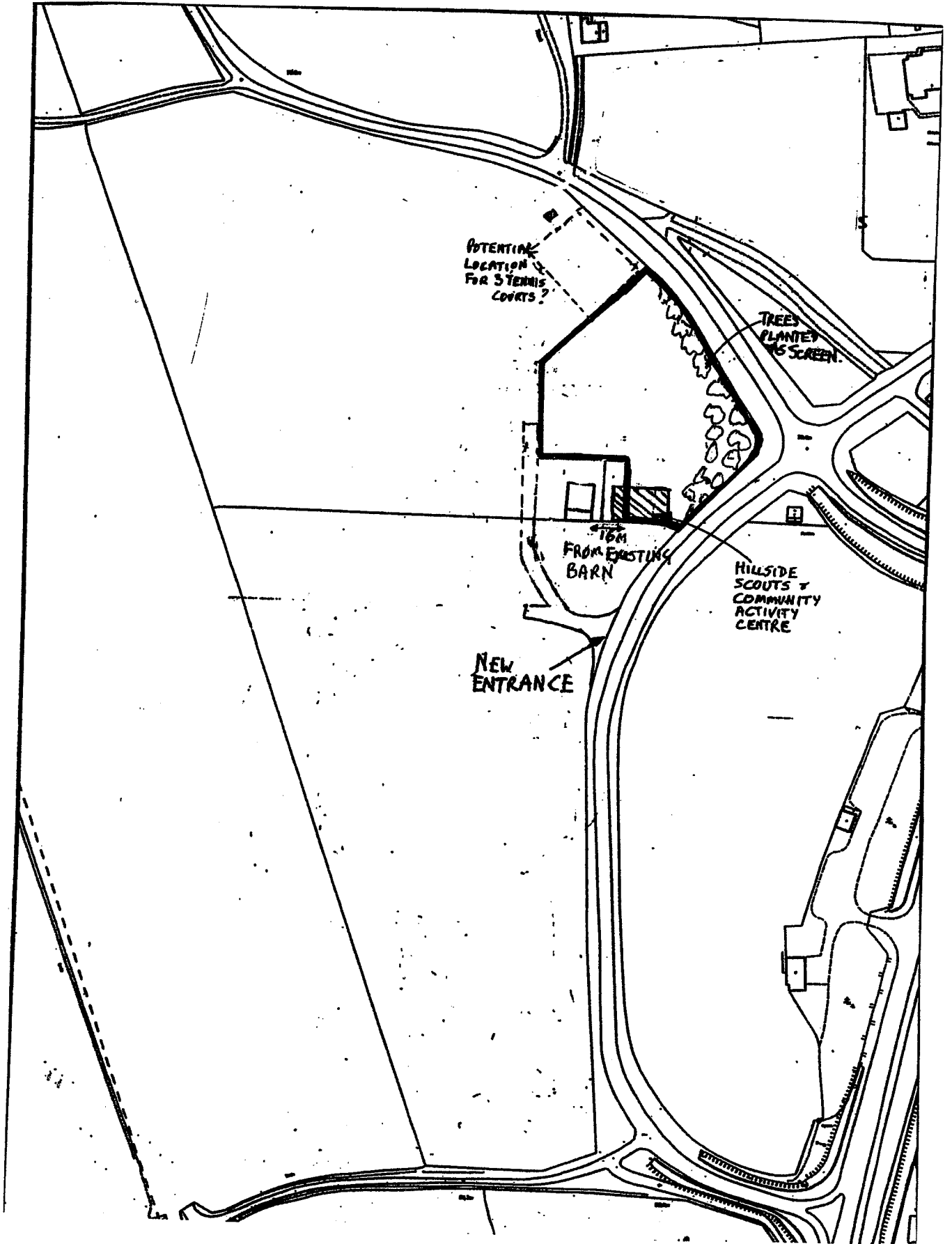
**MICHAEL DOUGLAS KEAST**  
Chairman, Hillside Scout Group  
Executive Committee

Signed on Behalf of Hillside Rural Activities  
Park Limited



**MORAY FINCH**  
Chairman, Hillside Rural Activities Park  
Ltd

**Schedule 1**



## Schedule 2

### Specification for Hillside Scouts and Community Activity Centre

**Table A; Features envisaged for Property A**

<b>Room</b>	<b>Dimensions</b>
Outdoor sports equipment store	4m x 3m min
First aid room accessible from inside and outside ? – access suitable for getting casualty in and out to ambulance	5m x 3m ?- is there a standard design?
Home changing room with 2 showers	11m x 3m? room for 13 players to change simultaneously
Visitors changing room with 2 showers	11m x 3m? room for 13 players to change simultaneously
Toilet block accessible from inside changing area and from outside (including male, female and disabled toilet)	At least 2 toilets & 2 urinals for men & 3 toilets for women. Overall toilet provision to be in line with Building Control requirements given size of the hall.
Grounds maintenance equipment stores (needs access from outside only)	

**Table B; Features envisaged for Property B**

<b>Room</b>	<b>Dimensions</b>
Scouts Entrance Porch (linked to hall)	2.5 m x 5m standing room for 25 people
Main activity hall	18m x 10m minimum >7m high
Scouts equipment store (accessible from both inside and outside)	6m x 6m min by at least 6m high (will allow for tent drying racks) or provide high up tent drying area / room with a rack and pulley system)
Indoor sports equipment store	4m x 3m min
*Kitchen (including cleaning store cupboard)	4m x 4m min?
*Scouts toilets (separate male, female and disabled ) – could these be separate cubicles with shared hand washing / drying facilities in corridor outside? Sinks could then double up with clean up after scout events	Enough toilets for meeting of 30 in line with Building Control requirements