



Minute of Agreement

Guidance notes

The Minute of Agreement contains a provision requiring the property to be used for a specific purpose, typically a public playing field and recreation ground. Any new building or facility within that use or ancillary to that use will be acceptable to Fields in Trust.

For example, the following would be supported by Fields in Trust:

- > Sports pavilions
- > Changing rooms
- > Toilets
- > Storage facilities
- > Car parks for the field users.

Structures such as play equipment, climbing walls and skate parks are deemed recreational and generally do not require consent as they are usually permitted within the user clause.

Unsympathetic or unacceptable development would be erection of buildings and facilities which do not have any clear association to the use of the site as a public green space. Any proposals for commercial premises, an indoor leisure centre, a community hall, council offices and other similar developments would need be considered in accordance with our Disposal Policy which requires suitable replacement land to be provided.

Please see a copy of our Disposal Policy below.

The process for seeking Fields in Trust consent is explained in the Field Change Request (FCR) guidance notes which are published on our website along with the relevant FCR forms at <https://www.fieldsintrust.org/field-change-request>.



Policy Guidance

Disposal of Recreational Land

Fields in Trust, established in 1925, is the only UK-wide charity legally protecting parks and green spaces for current and future generations to enjoy. We achieve this through a Deed of Dedication, or a Minute of Agreement in Scotland, working in partnership with landowners, including local authorities, voluntary organisations, charities and private landowners.

This guidance paper sets out the criteria that we expect to be met for any proposed disposal or sale of land that Fields in Trust legally protects. Fields in Trust is responsive to local change and flexible in its dealings with landowners, provided that betterment for local communities in terms of outdoor sport, recreation or play can be demonstrated. Management and control of these vital resources should, where possible, remain with the local community, through their elected representatives who are best placed to meet local need and respond to changes in community circumstances. If the disposal relates to a transfer of the land where the continued use will be for public recreation then we may not seek replacement land, although a new Deed of Dedication or Minute of Agreement will need to be entered into with the new landowner.

Wherever Fields in Trust legally protects recreational land, its prior, written consent is required if land is to be disposed of. This consent is necessary irrespective of any other legal requirements in the respective home nations such as planning permission for change of use, educational legislation, or playing field legislation

The exchange criteria apply to any means of disposal be it a freehold transfer, a leasehold transfer or otherwise. Land exchanges may be agreed, subject to the following criteria being met:

- › The quantity of land to be newly protected must be no less than that to be released. This equivalent size criterion normally applies to the replacement land being land newly brought into recreational use. In certain circumstances, land already in recreational use might be acceptable for exchange but it would need to be substantially greater in size than the land being released.
- › The quality of the land and facilities to be newly protected should be better than that being released.
- › The replacement facilities should serve the same catchment area as those being released. The definition of the catchment area will vary with the specific circumstances of each transaction and the type of facilities provided. For example, an athletics track will probably have a larger catchment area than a MUGA (multi-use games area).
- › The replacement land and facilities must have at least the same level of public access as those being released.
- › The landowner must apply as much of the proceeds from the sale as are necessary to acquire and lay-out the replacement land and/or facilities.
- › In exceptional circumstances and where replacement land is not available Fields in Trust may accept payment of a premium for the release of land in order that it can continue its work of protecting parks and green space throughout the UK.
- › Where land, within England and Wales, is owned by a charity, or is itself registered as a charity, the requirements of the 2011 Charities Acts and the Charities' (Qualified Surveyors' Reports)



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Regulations 1992 must be followed. For example, disposal must be in the best interests of the charity and an independent survey, including a valuation, by a surveyor is required. Proceeds must be reinvested in the stated trust purposes. Guidance is available in CC28 – [“Sales, leases, transfers or mortgages: What trustees need to know about disposing of charity land”](#) available from the Charity Commission.

- › A new Deed of Dedication or Minute of Agreement protecting the replacement site(s) must be entered into. Conditions may be set relating to the future use of the land to be disposed of.
- › Fields in Trust’s own costs and professional fees must be met by the organisation requesting the disposal or exchange.

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