|  |
| --- |
| **FIELDS IN TRUST – PROTECTED FIELDS**  **Non-Charitable Deed of Dedication**  **Local Authority Protected**  GREAT BUDWORTH PARISH COUNCIL (1)  and  THE PARISH HALL COMMITTEE OF GREAT BUDWORTH (2)  and  NATIONAL PLAYING FIELDS ASSOCIATION (3)  PARISH FIELD  **Annotations in red** |
|  |

**THIS DEED OF DEDICATION** is made on the day of 20

**BETWEEN**

(1) GREAT BUDWORTH PARISH COUNCIL and its successors in title of Massey Avenue, Hartford, Northwich, Cheshire, CW8 1RF (the Council); and

(2) **THE PARISH HALL COMMITTEE OF GREAT BUDWORTH** and its successors in title of c/o Westgate Farm, Heath Lane, Great Budworth, CW9 6ND (the **Lessee**)and

(3) NATIONAL PLAYING FIELDS ASSOCIATION, operating as Fields in Trust, of Unit 2D Woodstock Studios, 36 Woodstock Grove, London, W12 8LE a Royal Charter Organisation established for charitable purposes (registered charity number 306070) and its successors in title (FIT)

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

## WHEREAS:

1. The property more particularly specified in the First Schedule (the ***Freehold Property***) forms part of the corporate property of the Council. Pursuant to a lease dated 1 May 2007 between Great Budworth Parish Council and The Parish Hall Committee of Great Budworth (the **Lease**), the Council has demised to the Lessee that part of the Freehold Property more particularly specified in the Second Schedule (the ***Leasehold Property***). In this Deed of Dedication, the ***Property*** shall mean the whole of the Freehold Property including the Leasehold Property.
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.

Clause 2 establishes the contract.

3. The Council and the Lessee gives the following undertakings (in respect of the Freehold Property and Leasehold Property and any interest created on the renewal or extension of the Lease respectively):

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;

3.2 Not to grant, allow, suffer or permit the Property to be used or is permitted to be used for any purpose outside clause 3.1 including for any occasional or specific period of time without the consent of FIT;

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 also reference buildings or facilities if the use is ancillary to the outdoor space.

3.3 Subject to clause 4, clause 4A or clause 5, not (in so far as it has the power to do so) to dispose of the Freehold Property or the Leasehold Property without the consent of FIT;

This clause establishes additional protection through FIT by requiring FIT’s prior consent to any proposed disposal.

3.4 Not to erect, allow, permit or suffer any buildings, structures or alterations on the Property, the use of which is outside the permitted uses as stated in Clause 3.1 without the consent of FIT;

3.5 Not to grant, allow, suffer or permit the erection of any buildings, structures or alterations on the Property that would result in the total structural and building footprint of such buildings or structures to exceed twenty per cent of the total square footage of the Property;

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).

3.6 To inform FIT without delay of any proposals, intentions or decisions to grant, allow, suffer or permit:

3.6.1 Disposals of the whole or part of the Property;

3.6.2 The erection of any buildings, structures or alterations on the whole or part of the Property whether inside or outside the user clause at clause 3.1;

3.6.3 The temporary closures or uses of the whole or part of the Property;

3.7 To provide FIT with information in response to any reasonable request by FIT relating to the use at clause 3.1;

This clause supports the objective of protecting the site’s recreational use. Please refer to our Field Change Request Procedure which is published on our website http://www.fieldsintrust.org/

3.8 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 FIT without interfering with the management rights and responsibilities of the authority.

3.9 To erect notices on the Property in the form of signage provided by FIT relating to the background of FIT and its protection of this field, giving recognition of financial support where required;

3.10 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 Freehold Property on the title number CH496506 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 Unit 2D, Woodstock Studios, 36 Woodstock Grove, London, W12 8LE or by its conveyancer that the provisions of clause 4 of The Deed of Dedication dated between Great Budworth Parish Council (1) The Parish Hall Committee of Great Budworth (2) and National Playing Fields Association (3) have been complied with”; and

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

3.11 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 Freehold Property on the title number CH496506 at the Land Registry of a notice to the following effect:

“By a Deed of Dedication dated between Great Budworth Parish Council (1) The Parish Hall Committee of Great Budworth (2) and National Playing Fields Association (3) the land in this titlewas dedicated for use as a playing field and recreation ground.”

3.12 To endorse the head of the original Lease dated 1 May 2007 described in the Leasehold Schedule hereto with wording to the following effect:

“By a Deed of Dedication dated and made between Great Budworth Parish Council (1) The Parish Hall Committee of Great Budworth (2) and National Playing Fields Association (3), the land hereby demised in this Lease dated 1 May 2007 and as more particularly delineated on the plan outlined in red attached to the aforementioned Deed of Dedication hereto was dedicated for use as a public playing field and recreation ground to be known as Fields In Trust Protected site,

3.13 To supply FIT with a certified copy of the endorsed Lease within one month of the execution of this Deed.

3.14 To apply within three months of the date of this Deed for first registration of the land described in the Leasehold Schedule at the Land Registry.

3.15 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 Leasehold 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 Unit 2D, Woodstock Studios, 36 Woodstock Grove, London, W12 8LE or by its conveyancer that the provisions of clause 4 of The Deed of Dedication dated between Great Budworth Parish Council (1) The Parish Hall Committee Of Great Budworth (2) and National Playing Fields Association (3) have been complied with; and

3.16 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 Leasehold Property at Land Registry of a notice to the following effect:

“By a Deed of Dedication dated between Great Budworth Parish Council (1) The Parish Hall Committee of Great Budworth (2) and National Playing Fields Association (3) the land in this titlewas dedicated for use as a playing field and recreation ground.”

3.17 To supply FIT with evidence that the registrations referred to in clauses 3.10, 3.11, 3.14, 3.15 and 3.16 have been completed within a reasonable period of time after completion.

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

3.18       If the Lessee acquires any further interest in the land comprising the Property after the date of this Deed of Dedication, including any interest on the renewal or extension of the Lease, to:

* + 1. notify FIT immediately;
    2. immediately on request by FIT, enter into a Deed of Dedication over its interest in the relevant land in such form as FIT may reasonably require; and
    3. if the title to that freehold or leasehold interest is registered at H.M. Land Registry or required to be so registered, take all necessary steps to ensure that (as applicable) due application is made to register the Lessee’s title to such property and to register the Lessee’s interest on the Landlord’s title.

4. Pursuant to clause 3, 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 Freehold Property with a piece of freehold land approved by FIT 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.

4A. Pursuant to clause 3, FIT shall not unreasonably withhold consent to any disposal of the Leasehold Property provided that the Council at the request of FIT PROVIDED THAT the Lessee, at the request of FIT, procures that any successor, assignee or underlessee of the Leasehold Property enters into another deed of dedication on the same terms as this deed in respect of the Leasehold Property.

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 Pursuant to clause 3.3, 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.

This allows for asset transfer.

6. FIT undertakes that it will:

6.1 Not unreasonably withhold consent to disposal of the Freehold and Leasehold 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, clause 4A or clause 5 of this Deed have been complied with;

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

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

7. The Council and The Lessee DEDICATES the Property as a public playing field and recreation ground for the benefit of the inhabitants of Great Budworth and thereabouts and the site will be titled Field in Trust Protected site, Parish Field.

This is the essential clause referring to the dedication of the site and confirming its name. 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

**FIRST SCHEDULE** **(“*The Freehold Property*”)**

All of that freehold property known as land at Smithy Lane, Great Budworth, Northwich (CW9 6HL) which is identified on the plan outlined in red and annexed to this Deed being all of H M Land Registry Title Number CH496506.

**SECOND SCHEDULE (“*The Leasehold Property*”)**

All of that leasehold property known as land at Smithy Lane, Great Budworth, Northwich (CW9 6HL) described in the Lease dated 1 May 2007 and made between Great Budworth Parish Council (1) and The Parish Hall Committee of Great Budworth (2) which is identified on the plan outlined in red and annexed to this Deed.

**EXECUTED** as **DEED** on behalf of

**GREAT BUDWORTH PARISH COUNCIL**

by:

**Hilary Brudenell**:

**Councillor**

In the presence of

Witness (Signature):

Name:

Address:

**Peter McAndrew**:

**Councillor**

In the presence of

Witness (Signature):

Name:

Address:

**EXECUTED** as **DEED** on behalf of

**THE PARISH HALL COMMITTEE OF GREAT BUDWORTH**

by:

[Insert name]:

[Trustee]

In the presence of

Witness (Signature):

Name:

Address:

[Insert name]:

[Trustee]

In the presence of

Witness (Signature):

Name:

Address:

**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: