

**FIELDS IN TRUST – CENTENARY FIELDS
Non-Charitable Deed of Dedication
Local Authority Protected**

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL (1)

and

NATIONAL PLAYING FIELDS ASSOCIATION (2)

Talbot Memorial Park

THIS DEED OF DEDICATION is made on the day of 20

BETWEEN

- (1) **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** and its successors in title of Legal Services, Civic Centre, Port Talbot, SA13 1PJ (hereafter known as ‘the **Council**’); and
- (2) **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 (hereafter known as ‘**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.
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 recreational memorial park and allotments including ancillary buildings and structures as well as community events;
 - 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, such consent not to be unreasonably withheld;
 - 3.3 Subject to clause 4 or clause 5, not (in so far as it has the power to do so) to dispose of the Property without the consent of FIT;
 - 3.4 Subject to Clause 6, 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;

- 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 unless in case of emergency or particularly inclement weather conditions;
- 3.7 To provide FIT with information in response to any reasonable request by FIT relating to the use at clause 3.1;
- 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;
- 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 Property at the Land Registry of a restriction to the following effect:
- “No disposition of part of the registered estate identified on the plan outlined in red annexed to a Deed of Dedication dated _____ between Neath Port Talbot County Borough Council (1) and National Playing Fields Association (2) 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 Neath Port Talbot County Borough Council (1) and National Playing Fields Association (2) have been complied with”; and
- 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 Property at the Land Registry of a notice to the following effect:
- “By a Deed of Dedication dated _____ between Neath Port Talbot County Borough Council (1) and National Playing Fields Association (2) the part of registered estate identified on the plan outlined in red annexed to a Deed of Dedication dated _____ was dedicated for use as a public recreational memorial park and allotments including ancillary buildings and structures as well as community events.”

- 3.12 To supply FIT with evidence that the registrations referred to in clauses 3.10 and 3.11 have been completed within a reasonable period of time after completion.
- 4.1 FIT shall not unreasonably withhold consent to any disposal of the Property for any use within the permitted use in Clause 3.1.
- 4.2 Pursuant to Clause 3.2, FIT shall not unreasonably withhold consent to any disposal of the Property for any use outside the permitted use in Clause 3.1 provided that the Council at the request of FIT:
 - 4.2.1 Replaces or agrees to replace the 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
 - 4.2.2 Enters into another deed of dedication on the same terms as this Deed in respect of the Replacement Site.
5. FIT undertakes that it will not unreasonably withhold consent to any disposal of the Property 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:
 - 6.1 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 objectives and provided that the provisions of clause 4 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 DEDICATES the Property as a public recreational memorial park and allotments including ancillary buildings and structures as well as community events for the benefit of the inhabitants of Port Talbot and thereabouts and the site will be titled Centenary Field, Talbot Memorial Park.

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

THE SCHEDULE

Part of that freehold property known as land at Talbot Memorial Park, Maes Y Cwrt Terrace, Port Talbot which is identified on the plan outlined in red (for the avoidance of doubt, the areas coloured blue, green and yellow are excluded) and annexed to this Deed being part of H M Land Registry Title Number CYM339475.

The **COMMON SEAL**)
of **NEATH PORT**)
TALBOT COUNTY)
BOROUGH COUNCIL)
was hereunto affixed)
in the presence of:

PROPER OFFICER

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: