

**FIELDS IN TRUST – QUEEN ELIZABETH II FIELDS
Annotated Non-Charitable Deed of Dedication
Local Authority Protected**

[Part 1] (1)

and

National Playing Fields Association (2)

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, of Kings Chambers, 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 have contracted in correspondence that the Property will be dedicated 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 FIT consistent with the objectives of the queen Elizabeth II Fields Challenge.

- 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 falls outside of the permitted use as stated in Clause 3.1 without the consent of Fields in Trust;

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

- 3.6 To erect a notice on the Property relating to the background of FIT 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 written certificate signed by FIT of 15 Crinan Street, London N1 9SQ or by its conveyancer that the provisions of paragraph 4 of The Deed of Dedication dated [] between [] (1) and National Playing Fields Association (2) have been complied with";

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:

" A Deed of Dedication dated [] between [] (1) and National Playing Fields Association (2)"; and

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

- 3.9 To notify FIT immediately once the registrations referred to in clauses 3.7 and 3.8 have been completed.

4. Notwithstanding clause 3.2, FIT may at its absolute discretion consent to the 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 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.

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:
 - 5.1 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 objects and provided that the provisions of clause 4 of this Deed have been complied with;
 - 5.2 Respond without delay to any notifications of intended disposal or erection of structures, or to any requests for advice; and
 - 5.3 Notify the Council without delay of any concerns or matters of advice to which it requires the Council to have regard.
6. 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 annexed and outlined in red being part of Title Number [].

The **COMMON SEAL** of)
[])
was hereunto affixed in the)
presence of:)

Councillor

Councillor

The **COMMON SEAL** of)
NATIONAL PLAYING FIELDS)
ASSOCIATION)
was hereunto affixed in the presence of:)

Member of Council

Member of Council