GREEN SPACES FOR GOOD

Non-charitable Deed of Dedication

[insert Landowner's name] (1)

and

Fields in Trust (2)

[insert site name]

Draft with annotations in red

THIS DEED OF DEDICATION is made on the day of 20

BETWEEN

(1) **[INSERT LANDOWNER'S NAME]** of [INSERT LANDOWNER'S REGISTERED ADDRESS] and its successors in title (**the Landowner**); and

(2) **FIELDS IN TRUST** of Unit 504, Clerkenwell Workshops, 27–31 Clerkenwell Close, London EC1R 0AT, a Royal Charter Organisation established for charitable purposes (registered charity number 306070) and its successors in title (**FIT**)

(The Landowner and FIT being together called the **Parties**)

WHEREAS:

1. The property more particularly specified in the Schedule (the **Property**) [forms part of the property of the Landowner] **OR** [is held by the Landowner in trust for [Insert name of the charity]].

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 Landowner 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, recreation ground, park, play space and open space;

3.2 Not to grant, allow, suffer or permit the Property to be used for any purpose outside clause 3.1 including for any occasional or specific period of time without the consent of FIT save that temporary events shall not require consent with the exception of events and festivals which require closure of more than 25% of the Property for more than 21 consecutive days (including set-up and set down) per event;

Clause 3.1 is the user clause and refers to the property being used as "a public playing field recreation ground, park, play space and open space". 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 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 provided that granting a licence for any purpose within clause 3.1 shall not require consent;

Clause 3.3 establishes additional protection through Fields in Trust by requiring Fields in Trust'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 provided that temporary structures for events shall not require consent;

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 agreed use stated in clause 3.1 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.

Clauses 3.6 and 3.7 support the objective of protecting the site's recreational use. Please refer to Fields in Trust's Field Change Request Guidance which is published on our website http://www.fieldsintrust.org/field-change-request

3.8 To maintain the Property and so far as is consistent with its duties as [a local authority **OR** trustee of the Property] 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 Fields in Trust without interfering with the management rights and responsibilities of the landowner.

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 the property, 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:

Clause 3.10 is an essential part of the land registration and protection process.

Whole title

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by Fields in Trust of Unit 504, Clerkenwell Workshops, 27–31 Clerkenwell Close, London EC1R 0AT or by its conveyancer that the provisions of clause 4 of The Deed of Dedication dated between [ ] (1) and Fields in Trust (2) have been complied with"

Part of title

"No disposition of part of the registered estate identified on the plan outlined in red annexed to a Deed of Dedication dated between [ ] (1) and Fields in Trust (2) by the proprietor of the registered estate is to be registered without a certificate signed by Fields in Trust of Unit 504, Clerkenwell Workshops, 27–31 Clerkenwell Close, London EC1R 0AT or by its conveyancer that the provisions of clause 4 of The Deed of Dedication dated between [ ] (1) and Fields in Trust (2) have been complied with"

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:

Clause 3.11 is an essential part of the land registration and protection process.

Registered land

"By a Deed of Dedication dated between [ ] (1) and Fields in Trust (2) *Whole title* [the land in this title] *or part of title* [the part of the registered estate] identified on the plan outlined in red annexed to a Deed of Dedication dated was dedicated for use as a public playing field, recreation ground, park, play space and open space."

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.

Or if land is to remain unregistered

3.13 To endorse the Conveyance dated [ ] described in the Freehold Property Schedule hereto with wording to the following effect:

"By a Deed of Dedication dated [ ] and made between [ ] (1) and the Fields in Trust (2), [all of OR part of] of the land hereby demised in this Conveyance dated [ ] 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, recreation ground, park, play space and open space."

3.14 To supply FIT with a certified copy of the endorsed copy of the Conveyance dated [ ] within one month of the execution of this Deed.

4. Pursuant to clause 3.3, FIT shall not unreasonably withhold consent to any disposal of the Property provided that the Landowner 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 changes and guarantee flexibility in terms of specific location of a replacement site provided the specified criteria are met.

5. 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 FIT on the same terms as this Deed in respect of the Property.

Clause 5 allows for asset transfer.

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 objects and provided that the provisions of clause 4 or clause 5 of this Deed have been complied with;

6.2 Not unreasonably withhold consent to any disposals or the erection of any buildings, structures or alterations on the Property where the primary purposes of those buildings and structures are to: (a) avoid, adapt or mitigate the actual or anticipated effects of climate change; and/or (b) reduce greenhouse gas emissions, including toward a target of “net zero”, in each case, provided that:

(i) the use of the Property for the purpose set out in clause 3.1 is not adversely affected; and

(ii) the structures or alterations would not result in a breach of clause 3.5; and

(iii) the Landowner at the request of FIT complies with the provisions of clauses 4.1 and 4.2.

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

6.4 Notify the Landowner without unreasonable delay of any concerns or matters of advice to which it requires the Landowner to have regard.

7. Any consent given by FIT under this Deed may be granted subject to conditions.

8. At the request of FIT the Landowner will pay or require their solicitor to give an undertaking to pay FIT for all costs fees charges disbursements and expenses properly and reasonably incurred by FIT in relation to every application made by the Landowner for consent required by the provisions of this Deed whether such consent is granted or refused or offered subject to any reasonable qualifications or conditions or whether the application is withdrawn.

When dealing with requests for changes to protected sites, Fields in Trust incurs costs both financially and in terms of resource. As a charity, Fields in Trust relies on donations to carry out its objects of protecting green spaces which makes it reasonable to seek cost reimbursement.

9. The Landowner DEDICATES the Property as a public playing field, recreation ground, park, play space and open space for the benefit of the inhabitants of [ ] and thereabouts and the site will be titled Green Space for Good, [Insert Site Name].

Clause 9 is the essential clause referring to the dedication of the site. The defined use is taken from clause 3.1 (the example given here is 'a public playing field, recreation ground, park, play space and open space).

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

SCHEDULE

For registered land

[All of **OR** Part of] that freehold property known as land at [ ] which is identified on the plan outlined in red and annexed to this Deed being [all **OR** part] of HM Land Registry Title Number [ ].

Or for unregistered land

[All of **OR** Part of] that freehold property known as land at [description of the land in the document] described in the [enter type of document i.e. conveyance] dated [insert date] and made between [insert party] of the one part and [insert party] of the other part which is identified on the plan outlined in red and annexed to this Deed.

EXECUTED as a **DEED** on behalf of

[INSERT LANDOWNER'S NAME]

by:

[COUNCILLOR/TRUSTEE]

Name: _____ Signature: _____

[COUNCILLOR/TRUSTEE]

Name: _____ Signature: _____

In the presence of

Witness Name: _____ Signature: _____

Witness Address: _____

OR

EXECUTED as a **DEED** by affixing

The **COMMON SEAL** of **[INSERT LANDOWNER'S NAME]**

in the presence of:

[AUTHORISED SIGNATORY]

Name:_____ Signature: _____

EXECUTED as a **DEED** by affixing

the **COMMON SEAL** of **FIELDS IN TRUST**

under an authority conferred by s.260(2) Charities Act 2011

in the presence of:

Trustee:

Chief Executive: