

DATED 20th July 2004

DEED

**Appointment of Recreation Area Committee
as Managing Trustees of The Eversdens Recreation Area**

DEED

Dated the day of 2004

BETWEEN:

**The Joint Parish Council of Great and Little Eversden in the county of
Cambridgeshire ("the Council")**

and

**The Incorporated Trustees of the Charity known as the Eversdens
Recreation Area as set out in the Second Schedule to this Deed.**

Background

- A. The Charity has been established to use the Property for the Objects.
- B. The Council is the legal owner in fee simple of the Property.
- C. The Council has resolved to appoint the Incorporated Trustees as Managing Trustees of the Property and for the Council to serve as Custodian Trustee on the following terms.

This Deed Witnesses

1. Definitions

In this deed the following words and phrases shall have the following meanings

The "Constitution" means the constitution of the Charity

"The Objects" means the charitable objects of the Charity as set out in the Constitution

The "Property" means the property known as the Eversdens Recreation Area as indicated in red on the plan attached to the Constitution and includes any structures thereon,

The "Committee" means the managing body of the Charity

the "Regulations" means the regulations set out in Schedule 1 to this Deed.

"Annual General Meeting" means the annual general meeting of the Charity as defined in the Constitution.

2. Appointment of Managing Trustees

In accordance with a resolution of (DATE) the Council hereby appoints the Incorporated Trustees as a Committee to manage the Property subject to the terms of this Deed. Until the date of the first Annual General Meeting to be held after the date of this Deed the Charity shall be administered by the persons specified in the Second Schedule hereto.

For the avoidance of doubt the Charity shall have no power to replace the Council as Custodian Trustee.

3. Obligations of the Charity

The Charity shall:-

- 3.1 not create any bye-laws regulating use of the Property without the prior written consent of the Council
- 3.2 not alter the Constitution without the prior written consent of the Council and the approval of the Charity Commissioners for England and Wales.

4 Title

- 4.1 Legal title to the Property shall remain vested in the Council;

5 Termination

The Council may forthwith terminate the appointment of the Committee as Managing Trustees of the Property if:

- 5.1 the Charity is in breach of any of the terms of this Deed or the Regulations and, in the case of a minor breach, has failed to remedy it within 28 days of notice or such longer period as the Council has stipulated;
- 5.2 The Charity has not been registered within 2 years of the date hereof or at any time ceases to be a registered charity, or has a Receiver/Manager appointed over it or any part of its assets or any of the Trustees have a bankruptcy order made against them or if the Charity is in material breach incapable of remedy of the terms of this Deed or the Regulations set out in the first schedule.

6 Notices

- 6.1 Notices under this Deed may be sent by hand or by post or by suitable electronic means;

6.2 The address at which a party is entitled to receive notices is in the case of the Council the address of the Clerk and in the case of the Charity at the Property or at the address of its secretary.

6.3 Any notice given in accordance with this Deed is to be treated for all purposes as having been received as soon as the recipient acknowledges actual receipt or in any event no later than:

6.3.1 24 hours after being sent by electronic means to the relevant address.

6.3.2 two clear days after being sent by first class post to that address

6.3.3 three clear days after being sent by second class post or overseas post to that address

6.3.4 on being handed to the recipient personally

6.3.5 on being delivered by hand to that address

7 **Governing Law**

This Deed shall be governed by the laws of England and both parties admit to the non exclusive jurisdiction of the High Court of Justice

This Deed was executed and delivered as a Deed the day and year first above written

First Schedule

Regulations

The Charity shall:-

1. Ensure that the Property is only used for the Objects
2. Keep the Property in a good state of repair through proper maintenance of grass and other playing surfaces and to keep it and any pathway reasonably free from weeds;
3. Keep every hedge, ditch and drain properly cleansed and maintained and keep in repair any fences and any gates in and around the Property and except where some other person or body other than the Council and its successors in title is under a duty to do so, to cut, trim, cleanse, maintain or repair said hedges, ditches, drains, fences and gates;

4. Maintain each and any fence or other structure along the boundary of the Property in a good and safe state of repair without regard to the actual condition or state of repair at the date of this Deed and to erect and thereafter maintain a fence of good and sound construction along any boundary not at the date of this Deed fenced as shall be necessary in the reasonable opinion of the Council for the safety of people using the Property or any persons whose property is adjacent to the Property;
5. Keep existing buildings and other structures including car parks and any buildings as may in future be erected on the Property in good condition and repair;
6. Ensure that the purpose of the pavilion is to facilitate users of field sports events and is for use by junior/youth organisations, meetings related to the management of the Property and other events particularly related to the Parishes of Great and Little Eversden for example but not confined to an Annual Parish Meeting and use as a Polling Station;
7. Not do or make any excavations or construction works other than works for the proper maintenance and upkeep of the Property without the prior written consent of the Council;
8. Not without the prior written consent of the Council to cut down or injure any trees, plants, bushes or hedges or permanently remove any soil, clay, sand or any other materials from the Property nor to permit any waste, rubbish or soil to be left or deposited on the Property and promptly remove any that is;
9. Not erect any buildings or other structures on the Property except such club, pavilion, lavatory accommodation or recreational facilities as shall be approved of as to site dimensions and otherwise by the Council after submission to them by the Charity of the proposed plans, elevations and any other drawings requested in a form suitable for the Council to obtain the necessary permission under the Town & Country Planning Act 1990 (or any amendment or replacement thereof) any application for such permission shall be made at the sole discretion of the Council;
10. Not allow any advertisement board or sign to be erected on the Property nor any erection whether temporary or otherwise in the nature of a hut, caravan, house on wheels, shed or other chattel adapted or intended for use as a dwelling or sleeping accommodation;
11. Permit the Council and their agents at all reasonable times to enter the Property to inspect its condition and for all other reasonable purposes including carrying out works of maintenance and otherwise in default of the Charity fulfilling its obligations under this Deed;

12. Carry out any necessary works required pursuant to the obligations of this Deed failing which to reimburse the Council for the cost of any necessary works incurred by the Council in carrying out such works in default of the Charity complying with its obligations;
13. Insure and keep insured the Property and all existing buildings and other structures on the Property from loss or damage by fire and other physical perils and all other usual risks to the full reinstatement value thereof and to effect public liability insurance to a minimum cover of £5 million to the satisfaction of the Council and to make payments of all premiums due within 14 days after the same shall become due and to produce to the Council or its duly authorised agent on demand the policies of such insurances together with all schedules and the receipt for the last premium payments and to cause all monies received under the appropriate insurance to be forthwith laid out and applied in rebuilding and reinstating all such buildings and making good any damage to the Property.
14. Ensure that the Property and all buildings and structures thereon are operated in accordance with all applicable laws and regulations including without limitation laws concerning VAT and other taxation, planning, environmental protection, liquor licensing, fire precautions, health and safety, employment, equal opportunities and racial discrimination;
15. pay all rates, utility bills and other outgoings relating to the Property;
16. as far as is reasonably practicable not to allow any dogs on the Property save for guide dogs for blind persons unless otherwise agreed by the Council in writing;
17. Deliver to the Council and to the annual Parish meetings of Great Eversden and Little Eversden an annual report setting out the condition of the Property and any fences or walls and the manner in which the Property has been used during the preceding year including a list of all the users of all the facilities at the same time as it provides the Council with copies of its annual report, return and accounts as required under the Constitution;
18. Notify the Council promptly of any notice order direction or other thing from any competent authority likely to affect the Property;
19. Abide by all covenants, restrictions, on title and other matters affecting the Property.
20. Not allow any aerial, mast or other structure whether permanent or temporary to be affixed to or placed on the Property unless otherwise agreed by the Council in writing.

21. Ensure that any play areas are supplied, instituted and maintained in accordance with the full recommendations of European Standards EN1176 and EN1177 and British Standards BSI 7188 or any amendment to or replacement thereof.

Second Schedule

Mrs Kathryn Salisbury

Mrs Heather Huddleston

Miss Barbara Sach

Mr Derek Blatch

Mr Anthony Bane

Mr Edmund Sides

Mr Clive Dalton

Mrs Kathryn Maskell

Signed on behalf of the Council



Chairman

Signed on behalf of The Charity



CHAIRMAN