

## GREEN SPACES FOR GOOD



### Deed of Dedication

The Official Custodian for Charities (1)

Reading Borough Council acting in its  
capacity as sole trustee of the Recreation  
Ground Charity (2)

and

[National Playing Fields Association,  
operating as Fields in Trust] (3)

Mapledurham Recreation Ground

**This Deed of Dedication** is made on the                      day of                      2021

**Between:**

- (1) **The Official Custodian for Charities** (the **OCC**);
  - (2) **Reading Borough Council** acting in its capacity as sole trustee of the Recreation Ground Charity (registered charity number 304328) (the **Charity**) and its successors in title (the **Landowner**); 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 OCC, 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, acting in its capacity as trustee of the Charity.
2. The Parties hereby agree to enter into the undertakings set out in this Deed.

**Landowner's undertakings**

3. The following definitions apply in this Deed:
  - 3.1 **"Disposal"** means a disposal pursuant to section 205 (1)(ii) of the Law of Property Act 1925 meaning a mortgage, charge, lease, assent, vesting declaration, vesting instrument, disclaimer, release and every other assurance of property or of an interest therein by any instrument, except a will and "Dispose" shall be construed accordingly.
4. The Landowner gives the following undertakings:
  - 4.1 Not to use the Property for any purpose other than as a recreation ground for the benefit of the inhabitants of the Parish of Mapledurham and the Borough of Reading, without distinction of political, religious or other opinions (the **Purpose**). For the avoidance of doubt, the Purpose shall include outdoor recreation and any use and buildings that are ancillary to the Purpose.
  - 4.2 Not to grant, allow, suffer or permit the Property to be used other than for the Purpose including for any occasional or limited period of time without the prior written consent of FIT.
  - 4.3 Subject to clauses 5 and 6, not to Dispose of the Property without the prior written consent of FIT.

- 4.4 Not to erect, allow, permit or suffer any buildings or structures on the Property (or any material alterations to the same) for use other than for the Purpose without the prior written consent of FIT.
- 4.5 Not to grant, allow, suffer or permit the erection of any buildings or structures on the Property that would result in the total area of such buildings or structures exceeding 4% (four per cent) of the total area of the Property.
- 4.6 To inform FIT without delay of any proposal or decision to grant, allow, suffer or permit:
- 4.6.1 any Disposal of the whole or part of the Property;
  - 4.6.2 the erection of any buildings or structures or alterations on the Property (or any material alterations to the same); and
  - 4.6.3 the temporary closure of the whole or part of the Property for the purposes of maintenance of the Property or for use by the beneficiaries of the Charity for the Purpose;
- and, in accordance with clause 4.9 and subject always to its duties as charity trustee of the Charity, to consider any advice or recommendation given from time to time by FIT on such proposal or decision.
- 4.7 To inform FIT without delay of any resulting decision made by the Landowner on any proposal or decision of which FIT has been notified by the Landowner under clause 4.6 and on which FIT has given any advice or recommendation in accordance with such clause.
- 4.8 To provide FIT with information in response to any reasonable request by FIT relating to the use of the Property for the Purpose or compliance with this Deed.
- 4.9 Subject always to the availability of funding for the Charity and the exercise of its discretion in relation to the expenditure of such funding by the Council acting as charity trustee of the Charity, to maintain the Property (and, for the avoidance of doubt, Reading Borough Council shall not, as trustee of the Charity or acting in its capacity as local authority, be obliged to provide such funding).
- 4.10 Subject always to its duties as charity trustee of the Charity, to consider any advice or recommendation given from time to time by FIT on the management and running of the Property.
- 4.11 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.
- 4.12 To endorse the Conveyance dated 24 December 1938 described in the Schedule hereto with wording to the following effect:

“By a Deed of Dedication dated [ ] and made between The Official Custodian for Charities (1) Reading Borough Council acting in its capacity as trustee of the Recreation Ground Charity (registered charity number 304328) (2) and Fields in Trust (3), part of the land hereby described in this Conveyance dated 24 December 1938 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 recreation ground for the benefit of the inhabitants of the Parish of Mapledurham and the Borough of Reading, without distinction of political, religious or other opinions.”

4.13 To supply FIT with a certified copy of the endorsed copy of the Conveyance dated 24 December 1938 within one month of the execution of this Deed.

### **Replacement Property**

5. Pursuant to clause 4.3, FIT shall not unreasonably withhold its consent to any Disposal of the Property PROVIDED THAT the Landowner at the request of FIT:

5.1 replaces or agrees to replace the Property by acquiring an equivalent or larger piece of freehold land which is in the reasonable opinion of FIT of equivalent or better amenity value for the beneficiaries of the Charity than the Property (the **Replacement Property**) and applies all or such part of the proceeds of any sale of the Property as are necessary to acquire such Replacement Property; and

5.2 enters into another deed on substantially the same terms as this Deed in respect of the Replacement Property.

### **Disposal of Property**

6. FIT undertakes that it will not unreasonably withhold consent to any Disposal of the Property without charge to any other charity (a **Transferee**) which will hold the Property to be used for the Purpose, provided that the Transferee enters into a deed with FIT on substantially the same terms as this Deed in respect of the Property.

7. For the avoidance of doubt and subject to the provisions of clauses 4.2, 4.4 and 4.5 the parties agree and acknowledge that the Landowner shall not be required to obtain FIT's consent in relation to any licence relating to the whole or any part of the Property.

### **FIT's undertakings**

8. FIT undertakes that:

8.1 subject to the provisions of clauses 5 and 6 and subject to the duty of FIT's trustees to perform its charitable objects, FIT will not unreasonably withhold its consent where such consent is required by this Deed;

8.2 in deciding whether to withhold its consent where such consent is required by this Deed, FIT will act solely and exclusively in what it considers to be the best interests of the Charity and its beneficiaries;

8.3 FIT will respond without unreasonable delay to any notification of any proposed Disposal or erection of structures, or to any requests for advice;

8.4 FIT will notify the Landowner in writing and without unreasonable delay of any concerns or matters of advice to which it requires the Landowner to have regard

## Dedication

7. The Landowner DEDICATES the Property as a recreation ground for the benefit of the inhabitants of the Parish of Mapledurham and the Borough of Reading and thereabouts and the site will be titled [Field in Trust Protected Site, Green Space for Good, Mapledurham Recreation Ground]

**In witness** whereof this Deed is executed as a deed on the date stated at the beginning.

## SCHEDULE

Part of that freehold property known as land at Mapledurham Playing Fields, Woodcote Road, Caversham, Reading RG4 7EZ described in the Conveyance dated 24 December 1938 and made between Charles Ernest Hewett of the one part and The National Playing Fields Association 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 **THE OFFICIAL CUSTODIAN FOR CHARITIES** and for itself as trustee of the Recreation Ground Charity by **READING BOROUGH COUNCIL** the common seal of which was hereunto affixed in the presence of:

**[AUTHORISED SIGNATORY]**

**Name:** \_\_\_\_\_ **Signature:**

**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: