

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 (3)~~

~~Mapledurham Recreation Ground~~

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 (3)

Mapledurham Recreation Ground

This Deed of Dedication is made on the _____ day of _____ 2020
_____ 2021

Between:-

~~(1)~~ _____

~~(1)~~ **The Official Custodian for Charities** (the **OCC**);

~~(2)~~ _____

~~(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 ~~of~~ (the **Landowner**); 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 (**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 Landowner gives the following undertakings:-

3.1 Not to use the Property for any purpose other than as a recreation ground open at all times to the inhabitants of the Parish of Mapledurham and the Borough of Reading and 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 existing buildings that are ancillary to the Purpose- and shall not include permitting use of the Property exclusively by and for the benefit of the Heights Primary School.

3.1

3.2 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.

3.3 Subject to ~~clauses 4~~ this clause 3 and clauses 4 and 5-, not to sell, lease or otherwise dispose of the Property without the prior written consent of FIT (provided that and for the avoidance of doubt the grant of any licence to any third party which is subject to the restrictions in clauses 3.2, 3.4, and 3.5 and is to enable the use of the Property solely for the Purpose only shall not require such consent).-

3.4 Not to erect, allow, permit or suffer any new buildings or structures on the Property ~~(or any material alterations to the same) for use other than for~~ beyond those existing on the Property at the Purpose without the prior written consent date of

~~FIT.~~ this Deed

To

3.5 ~~Not to grant, allow, suffer or permit the erection of any part of any buildings or structures on the the Property that which would result in prevent the total area use of such buildings or structures exceeding 4% (four per cent) of the total area any part of the Property- by any inhabitant of the Parish of Mapledurham and the Borough of Reading~~

3.6 Subject to the provisions of this deed, to inform FIT and all members of the Mapledurham Playing Fields Management Committee in writing and without delay of any proposal ~~or decision~~ to grant, allow, suffer or permit:-

3.6.1 any sale, lease or- other disposal of the whole or part of the Property PROVIDED THAT the Landowner is not required to inform FIT of any proposal or decision to grant any licence relating to the Property-; provided always that such licence is subject to the restrictions in clauses 3.2, 3.4, and 3.5 and is to enable the use of the Property solely for the Purpose only

~~3.6.2 the erection of any buildings or structures or alterations on the Property (or any material alterations to the same); and~~

~~3.6.3~~3.6.2 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;

3.7 To provide FIT and all members of the Mapledurham Playing Fields Management Committee in writing with information in response to any reasonable request by FIT or any member of the Mapledurham Playing Fields Management Committee relating to the use of the Property for the Purpose-or compliance with this Deed.

3.7

3.8 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).

3.9 Subject always to its duties as charity trustee of the Charity, to consider any advice or recommendation given from time to time by FIT or any member of the Mapledurham Playing Fields Management Committee on the management and running of the Property.

3.9

3.10 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.

3.11 Prior to making any decision in relation to any proposal of which FIT and the members of the Mapledurham Playing Field Management Committee are notified pursuant to clause 3.6 above to have regard to and take into account any reasonable representations made by FIT and/or any member of the Mapledurham Playing Field Management Committee in relation to such proposal

3.12 To inform all members of the Mapledurham Playing Field Management Committee

in writing without delay of any decision, consent or advice given by FIT to the Landowner regarding the Property

3.13 To inform FIT and all members of the Mapledurham Playing Field Management Committee in writing without delay of any resulting decision made by the Landowner in relation to any proposal of which FIT and the members of the Mapledurham Playing Field Committee are notified pursuant to clause 3.6

Replacement Property

~~Pursuant to clause 3.3,~~

4. FIT shall not unreasonably withhold its consent to any sale or lease or other disposal of the Property PROVIDED THAT FIT's consent is not required in relation to any licence for the whole or any part of the Property provided always that such licence is subject to the restrictions in clauses 3.2, 3.4, and 3.5 and is to enable the use of the Property solely for the Purpose only AND PROVIDED FURTHER THAT where FIT's consent is required for a sale or lease or other disposal of the Property the Landowner ~~at the request of FIT shall simultaneously upon such sale or lease or other disposal:~~

~~replaces or agrees to replace~~

- 4.1 acquire the ~~Property by acquiring freehold of~~ 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

~~enters~~

- 4.2 enter into another deed on substantially the same terms as this Deed in respect of the Replacement Property.—

Disposal of Property

5. FIT undertakes that it will not unreasonably withhold consent to any transfer, lease or other 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.

- 5.1 For the avoidance of doubt 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—provided always that such licence is subject always to the restrictions in clauses 3.2, 3.4, and 3.5 and is to enable the use of the Property solely for the Purpose only.

FIT's undertakings

6. FIT undertakes that:
- 6.1 subject to the provisions of clauses 3, 4 and 5 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;
- 6.2 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;—

6.3 FIT will respond without unreasonable delay to any notification of any proposed disposal or erection of structures, or to any requests for advice; and

7.4

6.4 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; and.

6.5 FIT will notify all members of the Mapledurham Playing Field Committee in writing and without unreasonable delay of any advice and/or recommendations and/or consent it gives to the Landowner in relation to the Property

Dedication-

7.

7. The Council/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, [site name]—

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

schedule

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: