

**FIELDS IN TRUST – QUEEN ELIZABETH II FIELDS  
Non-Charitable Deed of Dedication**

**THE COUNCIL OF THE BOROUGH OF MILTON KEYNES (1)**

and

**NATIONAL PLAYING FIELDS ASSOCIATION (2)**

**The Pavilion at Woughton on The Green**

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THIS DEED OF DEDICATION is made on the 19 day of August 2014

**BETWEEN**

- (1) **THE COUNCIL OF THE BOROUGH OF MILTON KEYNES** of Civic Offices, 1 Saxon Gate East, Milton Keynes MK9 3EJ 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) is owned by the Council.
2. The parties hereby agree 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.
3. In this Deed "dispose" means
  - (a) a transfer of the property or any part thereof;
  - (b) a grant of a lease over 7 years;
  - (c) where the registered estate is a franchise or a manor, the grant of a lease;
  - (d) the grant or reservation of an interest falling in section 1(2)(a), (b) or (e) of the Law of Property Act 1925; and
  - (e) the grant of a legal charge (and the transfer or sub-charge of a legal charge).and disposal is interpreted accordingly.
4. The Council gives the following undertakings:
  - 4.1 Not to use the Property or permit the Property to be used for any purpose other than as a public playing field, sports ground or field and recreation ground;
  - 4.2 Subject to clause 5, not (in so far as it has the power to do so) to dispose of the Property without the consent of FIT;
  - 4.3 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 4.1 without the consent of FIT;
  - 4.4 To inform FIT as soon as reasonably practicable of any proposals, intentions or decisions to dispose of or erect any structures on the Property;

- 4.5 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;
- 4.6 To erect notices on the Property in the form of signage provided by FIT relating to the background of FIT and the Queen Elizabeth II Fields and giving recognition of financial support provided where required;
- 4.7 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 part of the registered estate identified on the plan outlined in red annexed to a Deed of Dedication dated **19 August 2014** between The Council of The Borough of Milton Keynes (1) and National Playing Fields Association (2) by the proprietor of the registered estate is to be registered without a certificate signed by National Playing Fields Association of 15 Crinan Street, London N1 9SQ or by its conveyancer that the provisions of paragraph 5 of The Deed of Dedication dated **19 August 2014** between The Council of The Borough of Milton Keynes (1) and National Playing Fields Association (2) have been complied with";

- 4.8 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 (specified on the form AN1 to relate only to the part of the registered title that constitutes the Property) to the following effect:

"By a Deed of Dedication dated **19 August 2014** between The Council of The Borough of Milton Keynes (1) and National Playing Fields Association (2) the part of registered estate identified on the plan outlined in red annexed to a Deed of Dedication dated **19 August 2014** was dedicated as a public playing field, sports ground or field and recreation ground"; and

- 4.9 To notify FIT without delay once the registrations referred to in clauses 4.7 and 4.8 have been completed.
5. Notwithstanding clause 4.2, FIT may at its absolute discretion consent to the disposal of the Property provided that the Council at the request of FIT:
    - 5.1 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

- 5.2 Enters into another deed of dedication on the same terms as this Deed in respect of the Replacement Site.
  - 5.3 Notwithstanding clause 5.1 and 5.2 above, FIT will not unreasonably withhold consent to any disposal where the transferee of the Property enters into another deed of dedication on the same terms as this Deed. In the interest of clarity, where the transferee of the Property enters into another deed of dedication on the same terms as this Deed the Council would not be required to comply with clause 5.1 and 5.2.
6. FIT undertakes that it will:
  - 6.1 Not unreasonably withhold or delay consent to disposal of the Property or the certificate referred to in clause 4.7 or the erection of any structures upon it, subject to its duty to perform its charitable objects and provided that the provisions of clause 5 of this Deed have been complied with;
  - 6.2 Respond without delay to any notifications of intended disposal or erection of structures, or to any requests for advice; and
  - 6.3 Notify the Council without delay of any concerns or matters of advice to which it requires the Council to have regard.
7. The Council DEDICATES the property in celebration of the Diamond Jubilee of Her Majesty Queen Elizabeth II as a public playing field, sports ground or field and recreation ground for the benefit of the inhabitants of Milton Keynes and thereabouts and the site will be titled the Queen Elizabeth II Field The Pavilion at Woughton on the Green.

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

**SCHEDULE**

All that freehold property known as land on the east side of Newport Road, Woughton On The Green which is identified on the plan outlined in red and annexed to this Deed being part of H M Land Registry Title Number BM182553.

**EXECUTED as a DEED by  
The COMMON SEAL of  
THE COUNCIL OF THE BOROUGH OF MILTON KEYNES** was hereunto affixed  
in the presence of:



Head of Legal Services

21954



**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



