

Template Agreement

MINUTE OF AGREEMENT

between

The [Name of Council]

and

NATIONAL PLAYING FIELDS ASSOCIATION

Ref: LP/CSR001.0005

MINUTE OF AGREEMENT

BETWEEN:

- (1) **[Name of Council]** constituted under the provisions of the Local Government etc. (Scotland) Act 1994 and having its main office at [address of office] (who and whose successors are hereinafter referred to as **the Council**);

and

- (2) **NATIONAL PLAYING FIELDS ASSOCIATION**, operating as Fields in Trust, incorporated by Royal Charter, registered with the Office of the Scottish Charities Regulator as charity number SC040357, and having their Head Office at 15 Crinan Street, London N1 9SQ (who and whose successors are hereinafter referred to as **FIT**).

WHEREAS:

- A. the Council is the heritable proprietor of those [areas of] [playing fields] [open spaces] [detail developments on site which enhance outdoors use e.g. changing rooms and pavilions are deemed acceptable] [other] listed in Part 1 and delineated in red on the plans contained within Part 2 of the schedule annexed and executed as relative hereto (**the Schedule**), which plans are indicative only of the generally recognised extent of said playing fields and open space (**the Subjects**); and
- B. the Council has agreed to nominate the Subjects to FIT to enable FIT to dedicate the Subjects for the use and enjoyment of the inhabitants of [name of Council area – e.g. North Ayrshire] in perpetuity, in accordance with and for the purpose of FIT's Queen Elizabeth Fields Challenge only.

NOW IT IS AGREED as follows:

1. The Council grants to FIT a right to designate the Subjects as a public [playing field] [open space] [detail developments on site which enhance outdoors use e.g. changing rooms and pavilions are deemed acceptable] [other] in perpetuity from [the last date of execution of these presents] (**the dedication date**), only insofar as the Subjects are available for such designation [,subject to and without prejudice to the terms of the existing leases between the Council and its tenants listed in Part 3 of the Schedule (**the Leases**).
2. The Council undertakes from the dedication date:
- 2.1 not to use the Subjects or permit the Subjects to be used other than as a public [playing field] [open space] [detail developments on site which enhance outdoors use e.g. changing rooms and pavilions are deemed acceptable] [other] except with the consent of FIT;
- 2.2 not to sell, transfer further lease, licence or otherwise dispose of or grant any security interest of the whole or any part of the Subjects which detrimentally could affect the use of the Subjects as a public [playing field] [open space] [detail developments on site which enhance outdoors use e.g. changing rooms and pavilions are deemed acceptable] [other] except with the consent of FIT;

- 2.3 not to erect on the Subjects or any part of them, any buildings which could detrimentally affect the use of the Subjects as a public [playing field] [open space] [detail developments on site which enhance outdoors use e.g. changing rooms and pavilions are deemed acceptable] [other] except with the consent of FIT;
- 2.4 not to grant any real burden, servitude or other condition, which could affect the use of the Subjects as a public [playing field] [open space] [detail developments on site which enhance outdoors use e.g. changing rooms and pavilions are deemed acceptable] [other] detrimentally, without the consent of FIT;
- 2.5 to, so far as consistent with its duties as a local authority, have regard to any advice given by FIT on the management and running of the Subjects;
- 2.6 to attach or erect, as appropriate, and to allow the remaining in place of, a plaque or plaques within the Subjects, to be provided by FIT, reflecting FIT's interest in the Subjects, and giving recognition of financial support where required by FIT.
3. FIT undertakes that:
 - 3.1 where its consent is required in terms of Clause 2, such consent will not be unreasonably withheld;
 - 3.2 it will notify the Council, without unreasonable delay, of any concerns or matters of advice to which it requires the Council to have regard;
 - 3.3 any powers, duties and functions given to FIT under the terms of this Minute of Agreement shall be exercisable by the Scottish Committee of FIT on FIT's behalf;
 - 3.4 in the event of the Council disposing of its interest in all or part of the Subjects, the Council will bind its successors in title to the Subjects (or any part thereof) to enter into a Minute of Agreement with FIT or its successors in the same terms *mutatis mutandis*, and containing this undertaking.

Declarations:

It is hereby declared that:

1. the rights granted by the Council to allow FIT to dedicate the Subjects in terms of this Minute of Agreement are for the purpose of and in pursuit of FIT effecting the Queen Elizabeth Fields Challenge only. Those rights shall be exercised by FIT in the manner least burdensome to the Council and its tenants and their successors and without prejudice to the foregoing generality, FIT shall avoid obstruction or nuisance to or interference with the Subjects in a manner which may affect detrimentally a tenant's occupation or rights under the Leases;

- 2. for the avoidance of any doubt, the property and ownership of the Subjects shall remain with the Council and FIT does not obtain a real right of property in and to the Subjects or any part thereof;
- 3. the parties shall each bear their own legal expenses in bringing this Minute of Agreement to completion, but the Council shall bear the expense of the dues of registration, the administration of registration and the costs of obtaining two extracts thereof from the Books of Council and Session, the parties hereby consenting to the registration of this Minute of Agreement for preservation and execution: IN WITNESS WHEREOF

IN WITNESS WHEREOF this Agreement consisting of this and the preceding [2] pages, together with the Schedule annexed, is executed as follows:

For and on behalf of the said **The [Name of Council]**

..... signature of authorised signatory signature of authorised signatory/witness
..... Full name of above (print) Full name of above (print)
..... date of signing address of witness
..... place of signing	

For and on behalf of the said **National Playing Fields Association**

..... signature of authorised signatory signature of authorised signatory/witness
..... Full name of above (print) Full name of above (print)
..... date of signing address of witness
..... place of signing	

This is the Schedule referred to in the foregoing Minute of Agreement between the Council and FIT.

PART 1

THE SUBJECTS

PART 2
THE PLANS

PART 3
THE LEASES