

THIS AGREEMENT is made the 29<sup>th</sup> day of July 2014

**BETWEEN**

1. **LINGFIELD PARISH COUNCIL** of Lingfield Parish Council Office, Lingfield and Dormansland Community Centre, High Street, Lingfield RH7 6AB (the Council)
2. **THE LINGFIELD NATURE RESERVES ASSOCIATION** of 1 College Close, Lingfield RH7 6HG

**WHEREAS**

1. The Council is the freehold owner of the land situated at and known as Centenary Fields Lingfield Surrey as shown edged red on the plan annexed (the Land)
2. The Council has entered into successive Agreements with the Association for the management of the Land by the Association with the objective of amenity and wildlife conservation and the Land has consequently attained the status of a Local Nature Reserve
3. The Council and the Association have agreed that it is expedient to terminate the most recent Agreement, dated 18th May 2010, and replace it by a new Agreement of longer duration

**NOW IT IS HEREBY AGREED** as follows

1. The Association agrees and undertakes with the Council that for a period of Ten years from the date of this Agreement (unless determined in accordance with Clause 5 hereof) (the Period) it will maintain the Land in accordance with
  - this Agreement and the Schedule thereto
  - any Countryside Stewardship Agreement reached between the Association and Natural England
  - any management plan agreed from time to time between the parties
2. Subject to due performance of the terms of this Agreement by the Association the Council agrees and undertakes that for the Period it will:-
  - 2.1 pay within thirty days of the same becoming due such amount as shall represent one half of the cost to the Association of complying with the obligation contained in Clause 4.2
  - 2.2 meet the cost of keeping the grass paths mown and the cost of mowing all the Land once a year
  - 2.3 pay to the Association on the first day of May annually such sum as the Council after consulting the Association considers appropriate towards the expenses expected to be incurred by the Association on the general maintenance of the Land. The Association will provide information in October each year to help the Council prepare its budget for the following year
  - 2.4 carry out and pay for any work needed to be carried out from time to time on the trees existing within or on the boundaries of the Land at the date of the purchase of the Land by the Council on 12 April 1995 except those that are the responsibility of Tandridge District Council

3. The Association agrees and undertakes with the Council throughout the Period and any agreed extension of the same:-
  - 3.1 Not to permit or allow to arise any rights of third parties in respect of the Land and to immediately report any infringement of this provision or any encroachment on the Land to the Council
  - 3.2 Not to use or permit the use of the Land or any part thereof in any such manner as shall cause unreasonable annoyance to the Council or to members of the public lawfully on or in the vicinity of the Land or to the owners and occupiers of neighbouring or adjoining land
  - 3.3 Not to restrict or impede or deny public access to the Land except where necessary from time to time for reasons of public safety or maintenance which cannot be carried out without such restriction
  - 3.4 Not to use or permit or suffer the use of the Land or any part thereof for any purpose other than as a nature reserve managed in accordance with this Agreement SAVE THAT the same may be used by either party for agreed community events on adequate notice being given by one party to the other
  - 3.5 Not to carry out any works or permit any action which does or may prejudice the safety of persons using or visiting the Land
  - 3.6 Not without the previous written consent of the Council to carry out any change of use of the Land or any activities which would significantly change the existing biodiversity or types of habitat on the Land
4. The Association further agrees and undertakes:-
  - 4.1 To comply with all statutory regulations and requirements made by any local or other competent authority relating to the use of the Land or the management of the same as a Local Nature Reserve
  - 4.2 To arrange adequate third party insurance cover in respect of the activities of the Association on the Land and to produce a copy of such policy and the premium receipt to the Council when requested. This is to include cover for Public Liability
  - 4.3 To advise the Council of any work of the sort referred to in Clause 2.4 and to supervise the work carried out
  - 4.4 To ensure that all contractors employed by the Association are adequately insured and carry out the work required in a workmanlike manner and in accordance with any management plan agreed between the parties
  - 4.5 To ensure that all paths within the Land are in a safe condition and free from obstruction and holes
  - 4.6 To submit a copy of the Constitution of the Association as at the date hereof to the Council and not to amend the objects of the Association as shown in that constitution without the prior written agreement of the Council
  - 4.7.1 To submit a copy of the Accounts of the Association to the Council following their adoption by the Annual General Meeting of the Association together with a written Report on the management of the Land during February of each year to be

presented to the Annual Parish Assembly

4.7.2 To indicate in such Accounts the amounts paid to the Association by the Council in each year and the sums expended from such money and in the event of a dissolution of the Association to pay to the Council in priority to any other distribution (apart from normal creditors for value) the amount of any surplus of such funds

4.8 To inform the Council if grants or other funding are available to the Association for any of the matters for which the Council has agreed to reimburse the Association

5.0 It is hereby agreed between the parties as follows:-

5.1 In the event that any of the agreements and undertakings entered into by the Association shall not be complied with after 28 days' written notice of the same shall have been given to the Association the Council has the right to terminate this Agreement at the expiration of such notice

5.2 If the Council shall fail to make payment of the sums or to carry out any of the work referred to in Clause 2 hereof the Association shall be entitled within 30 days of such failure to terminate this Agreement by giving to the Council 14 days' written notice of termination PROVIDED THAT the Association shall not be entitled to terminate this Agreement only by virtue of the Council being unable to employ competent contractors to undertake such work

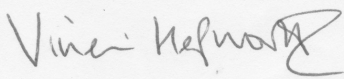
5.3 If the Association shall wish to terminate this Agreement at any time and shall give to the Council not less than six months' written notice this Agreement shall determine at the expiry of such notice

5.4 On the expiration of written notice as provided in Clauses 5.1, 5.2 and 5.3 this Agreement shall determine and be of no further force and effect but without prejudice to any rights or remedies that may have accrued

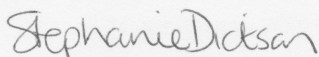
5.5 The liability of the Association and its members shall for all purposes be limited to the realisable value of the Association's assets and no personal liability shall attach to any member of the Association except to the extent of any fraud or dishonesty by them

6. The Agreement of 18 May 2010 between the Council and the Association is hereby terminated

**AS WITNESS** the hands of the parties hereto the day and year first before written  
**SIGNED** on behalf of **LINGFIELD PARISH COUNCIL** by two Councillors



**SIGNED** on behalf of **LINGFIELD NATURE RESERVES ASSOCIATION**  
by two Committee members duly authorised



## ANNEX

### SCHEDULE TO THE MANAGEMENT AGREEMENT FOR CENTENARY FIELDS

This schedule attaches to and forms part of the Management Agreement between Lingfield Parish Council (the Council) and Lingfield Nature Reserves Association (LNRA) dated 29th July 2014.

#### General Approach

In creating Centenary Fields nature reserve, the Council has exercised a philosophy that emphasises amenity value as well as conservation considerations. This includes the use of introduced and cultivated species of plants (trees, herbs etc), furniture and signs, and particular mowing regimes. LNRA will maintain this philosophy in perpetuity.

#### Grass

LNRA shall ensure that the grass paths on the reserve are regularly mown and that the grassed areas as a whole are mown once a year. In addition, LNRA may extend, modify or reseed the grassed areas as it sees fit.

#### Trees

In addition to meeting its obligations in Clause 4.3 of the Management Agreement, LNRA shall carry out any necessary work on immature trees planted since 12th April 1995 on the reserve and shall be responsible for planting such new trees as is consistent with the general approach described above and in accordance with any Stewardship Agreement with Natural England.

#### Hedges

LNRA shall arrange to:

1. Cut or trim all hedges on the land as often as it sees fit. It will not do so when birds are nesting, except where agreed with the Council.
2. Remove from the site or burn at the earliest opportunity all arisings from this and other work on the hedges, except where agreed with the Council.
3. Replace with suitable native species any damaged plants that create gaps in the hedges.

#### Ditches

LNRA shall arrange to:

1. Cut back grass and plant growth on the banks of drainage as it sees fit
2. Remove all gathered silt where it is liable to cause unwanted blocking of ditches
3. Remove any unwanted debris blocking the flow of water in ditches

Where LNRA deems it worthwhile, it will encourage or arrange for a slow water flow or puddling in ditches, to the benefit of wildlife.