

LEASE OF DUNSFOLD GREEN AND COMMON

Lease dated 1 September 2010

Parties: (1) Waverley Borough Council
(2) Dunsfold Parish Council

Registered at HM Land Registry SY813839

Demise: Dunsfold Common and Dunsfold Green as edged red on the lease plan but excluding footpaths and highways maintainable by the Highway Authority (not defined).

Term: 30 years from 1 September 2010 expiring 31 August 2040 (subject to mutual right to break pursuant to clause 3.3 on giving six months' notice)

Premium: None.

Annual Rent: One peppercorn.

Demise is subject to the rights listed in Schedule 2:

1. Scheme for the Regulation of Dunsfold Common and Dunsfold Green pursuant to the Commons Act 1899 and the byelaws made thereunder
2. Rights of the Commoners (if any) and all existing public and/or private rights of way whatsoever affecting the Commons
3. The right for Waverley Borough Council or persons authorised by it to use the service media, etc. which are now in through or under the Commons and the right for Waverley or persons authorised by it to repair renew replace maintain install connect into lay alter cleanse or remove such service media. *(The right to install implies a future right although the opening wording suggests only then existing service media)*
4. All other rights and easements which may now or hereafter exist over the Property.

Covenants by the Parish Council – Schedule 3:

1. Indemnify the Borough Council re any liabilities due to negligence of the Parish Council or its employees.
2. Not without the consent of the Borough Council to erect any building shelter pavilion hut or other structure or develop it in any way.
3. Manage the Commons in accordance with the Management Plan which plan is to be reviewed at intervals of not less than five years.
4. Not to do anything or permit anything to be done which is incompatible with the preservation of the Commons for nature or landscape conservation purposes (other than in accordance with the Management Plan) and to allow public access for the purpose of quiet enjoyment and landscape preservation.
5. To assist the Borough Council in preventing any encroachments or trespass and in enforcing the byelaws by making the Borough Council and perpetrator aware as soon as the infringement is noticed and to give notice thereof in writing.
6. Not to prevent or impede the exercise by members of the public commoners and all others from time to time having rights of way common rights easements and other rights, etc.

7. To maintain in a reasonable state, having regard to their nature, the existing paths and surfaced areas and not to make any new roadways or pathways without the written consent of the Borough Council.
8. To maintain in a “reasonable state” the existing infrastructure as listed in the Management Plan.
9. Not to alienate, i.e. assign underlet or part with possession with the whole or any part, other than in accordance with the Management Plan.
10. To undertake to employ all reasonable precautions in respect of public health and safety and to comply with statutes and to maintain third party liability insurance with a minimum limit of £5,000,000.
11. To retain any revenue from any activities or charges made on the Common (except in relation to the grant of easements licences or wayleaves by the Borough Council) for the benefit of the Common, i.e. towards annual management costs or works of enhancement or as to match funding for grant aid.
12. Not without the prior written consent of the Borough Council to hold any activities or organised events on the Commons other than as permitted under the lease or the Management Plan and to take appropriate advice and consultation with the Borough Council Safety Advisory Group and for high risk activities, such as the annual bonfire, must have third party liability insurance cover for at least £10,000,000.

Covenants by Waverley Borough Council – Schedule 4.

Quiet enjoyment.

Other issues

- Lease determined an agreement dated 22 October 1966 made between Hambledon Rural District Council and Dunsfold Parish Council pursuant to s4 Commons Act 1899 (see clause 3.4).
- Management Plan was due for its first review in 2015 (see paragraph 3 in Schedule 2 covenants by the Parish Council).
- Borough Council can re-enter, i.e. determine, the lease if the Parish Council is in breach of its obligations (right subject to statutory protection requiring service of notice specifying the breach, the required remedial action and a reasonable time for compliance).

RJ
8 December 2016
(Revised 5 August 2019)