



# WIMBLEDON AND PUTNEY COMMONS CONSERVATORS

## ACCESS FRAMEWORK

### 1. Purpose

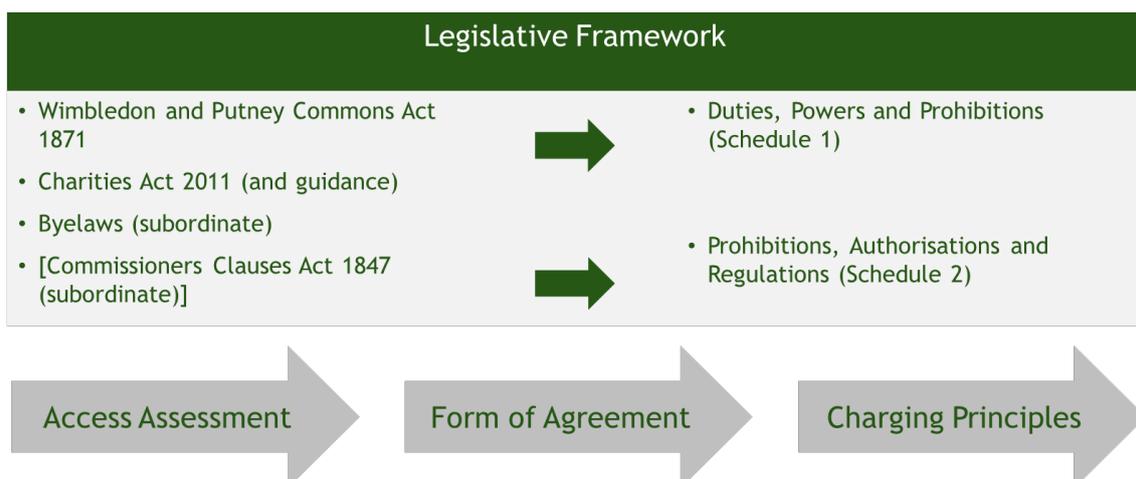
The purpose of the Access Framework is to allow requests for access to Wimbledon and Putney Commons to be considered in a comprehensive, consistent and structured manner that respects the duties, powers and prohibitions that govern the Commons as set out in the relevant legislation.<sup>1</sup>

### 2. Legislative Framework

Wimbledon and Putney Commons are vested in and protected by the Wimbledon and Putney Commons Conservators (WPCC), a body corporate, which was constituted under the Wimbledon and Putney Commons Act of 1871 ('the 1871 Act'), as amended by primary and secondary legislation. The Commons are also governed by the Commissioners Clauses Act 1847 ('the 1847 Act'), as amended, as well as Byelaws made under the 1871 Act, both of which are subordinate to the 1871 Act.

WPCC was registered as a charity on 14 April 1972 and as a charity is also governed by the Charities Act 2011; the Charity Commission has published considerable guidance relating to the Charities Act 2011, much of which sets out good practice 'that the Charity Commission expects trustees to follow and apply to their charity or be able to explain why not'. Conservators serve as 'charity trustees' of the charity (i.e. the persons in control of decision-making) and are also the only members of the charity.<sup>1</sup>

The legislative framework provides the basis for which requests for access to use the Commons are both assessed in terms of compatibility with the legislation and, if deemed compatible, the form in which any agreement to use the Commons should take and the charging principles that apply.



<sup>1</sup> The charity established by the 1871 Act is the corporate body called the Wimbledon and Putney Commons Conservators (WPCC) itself, and that WPCC technically holds the land and other assets beneficially for the purposes set out in the 1871 Act rather than holding them subject to a charitable trust. Further, instead of WPCC being the trustee of the charity, the Conservators individually are the 'charity trustees' of the charity within the meaning of section 177 of the Charities Act 2011.

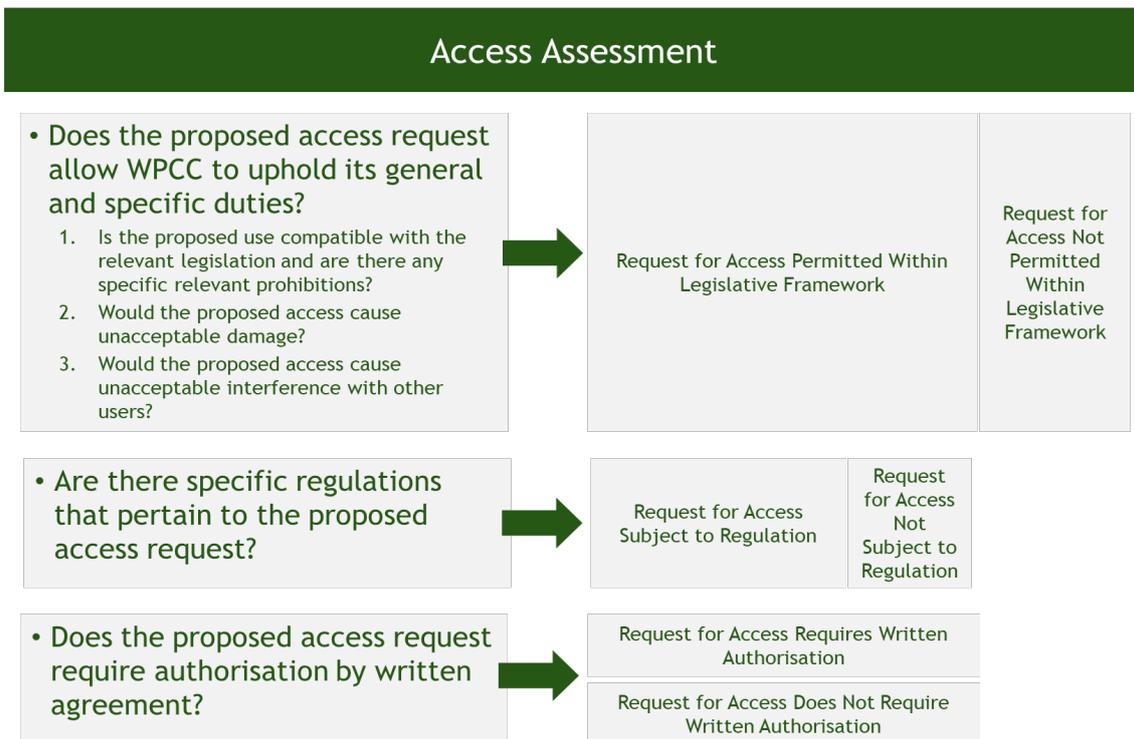
### 3A. Access Assessment

The charitable purpose and fundamental duty of WPCC, as set out in the 1871 Act, is to ‘preserve, protect and enhance the Commons and to keep the Commons forever open, unenclosed and unbuilt on for the purposes of exercise and recreation’. Any proposed use of the Commons must therefore be assessed against the duties, powers and prohibitions of the Conservators in pursuit of this purpose as set out in both the 1871 Act as well as other relevant legislation. A summary of the relevant provisions in this legislation is set out in Schedule 1.

The three fundamental criteria against which any request for access must be assessed reflect the principal duties of the Conservators as set out in the 1871 Act:

1. Is the proposed use compatible with the stated purposes of ‘exercise and recreation’?
2. In the context of the Commons being established in order to be used for recreational purposes for the public benefit, but subject to the duty to protect and conserve their natural features, vegetation and wildlife, would the proposed use cause unacceptable levels of damage?
3. Would the proposed use cause interference with other users that could not be readily managed?

If the proposed use fails to meet the requirements of these three fundamental criteria, the request for access would not be permitted.<sup>2</sup> Within permitted requests, the legislative framework establishes a body of specific regulation through the Byelaws and rules. In assessing any request, these regulations must be considered. A summary of these regulations is set out in Schedule 2.



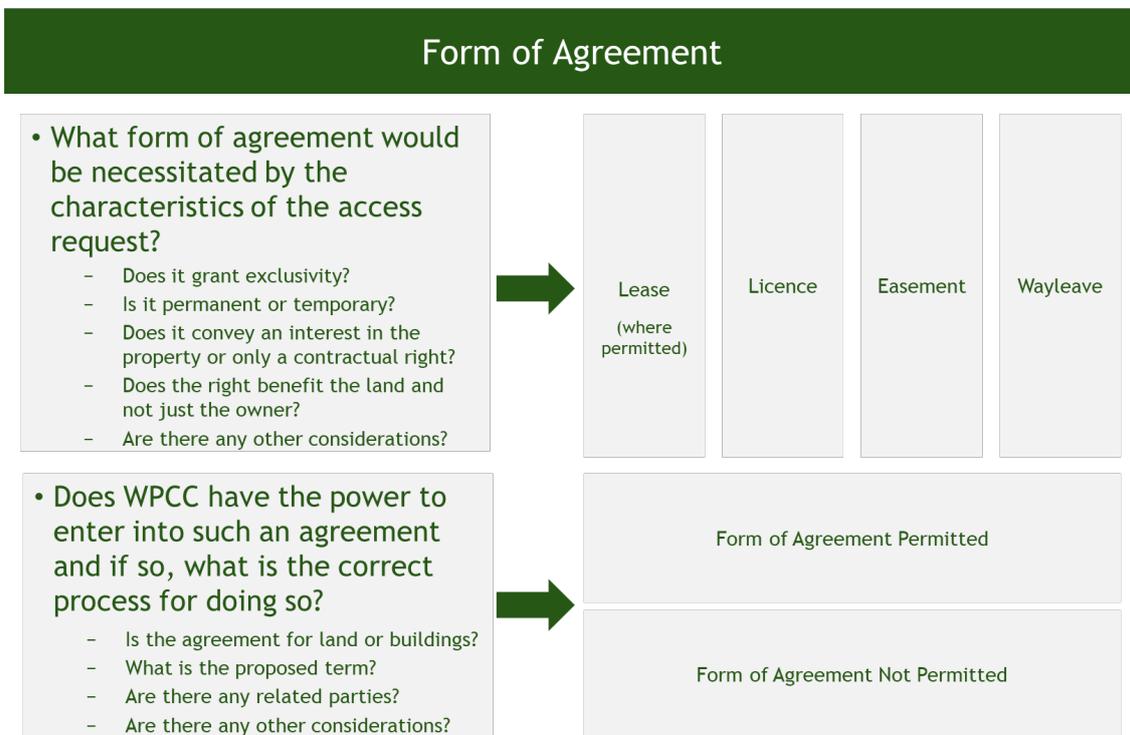
<sup>2</sup> Access arrangements are also required to support infrastructure projects initiated by both public and private bodies, particularly utility companies.

### 3B. Form of Agreement

For uses that are deemed to be compatible with the legislative framework, written authorisation may or may not be required. In certain cases, it will be clear that written agreement is required due to the nature of the proposed arrangements constituting a lease, easement or wayleave agreement. In the case of licences, whilst a written licence will always be necessary if the access is subject to charging, even if charging is not required, licences may still be the best way in which the obligations of both parties are best set out. Ultimately, it will be WPCCC's decision on whether or not written authorisation is required.

If written authorisation is required, the characteristics of the access request will determine the type of written agreement necessary: lease, licence, easement or wayleave.

The legislative framework sets out WPCCC's ability to enter into particular types of written agreements and the processes that must be followed in entering into written agreements. (Both the 1871 Act and the Charities Act 2011 are of particular importance in this area.)



**Leases** – These are legal arrangements that give a possessory interest through the granting of an exclusive right to inhabit or occupy a property. WPCCC has the legal capacity to grant leases or tenancies of its property. However, a lease is a disposal, and there is in section 35 of the 1871 Act an express prohibition on the sale, lease or other disposal of land forming part of the Commons, as explained above, unless such disposal is permitted by the 1871 Act. That prohibition extends to land acquired as part of the Commons under section 68. The only provision in the 1871 Act which permits the grant of leases of any part of the Commons is section 38, which authorises the letting of the buildings which were transferred to WPCCC by the Act itself, together with the associated enclosures (i.e. yards or gardens adjacent to the buildings). WPCCC may, however, enter into leases either as the lessor or lessee on land that does not form part of the Commons.

**Licences** – These are purely contractual arrangements in which a property owner permits an individual or an entity (e.g. a company, charity, club or a school) to use the property for a specific purpose for a specific period and stipulating the conditions of use. A licence usually offers very little security to the licensee and the essential feature is that the arrangement does not provide the licensee with exclusive possession of the property. A licence is by nature a temporary arrangement and is essential to the

existence of a licence that it can be terminated on reasonable notice from the landlord at any time.<sup>3</sup> (What is 'reasonable' depends on all the circumstances.<sup>4</sup>) Licences may vary in complexity and may be either unilateral or bilateral, setting out not only the rights granted on the licensee but the licensee's contractual obligations.

There is no express mention in the 1871 Act of any general power for WPCC to grant licences in relation to the Commons. Section 8 of the Act constituted the Conservators as a corporation with full capacity to act as a legal person in acquiring, holding and disposing of land and other property, but section 35 expressly provides that they would be acting unlawfully (i.e. ultra vires) if they disposed of any part of the Commons otherwise than under an express power conferred by the Act. A disposal, or disposition, of land involves its alienation by means of the transfer to or creation of a legal interest in the land in another person. A licence does not involve the creation or transfer of a legal interest in land but is the effect of a contract, or agreement, permitting the other person to use the land for specified purposes.

There is no doubt that, as a legal person whose activities necessarily include, for example, the employment of staff and the engagement of contractors, and whose powers include the purchase of property, WPCC has ample power to enter into contracts so far as necessary or desirable in carrying out its functions. (See for example sections 68 and 90 of the 1871 Act and section 56 of the 1847 Act.) The scope for the grant of contractual licences relating to the Commons, however, is strictly constrained by WPCC's duties to preserve the Commons as open spaces, unenclosed and unbuilt on, to protect the vegetation and facilitate the use of the Commons by the public for exercise and recreation. (Refer to the preamble and sections 34 and 36 of the 1871 Act.) WPCC cannot lawfully permit a third party to use the Commons in any way which would be inconsistent with the proper carrying out of those duties.

*Easements* – These are legal arrangements that grant certain rights with respect to the property such as access over or under land. The grant of an easement creates an interest over the property and is designed to benefit another property (rather than an individual). As such, the benefit will pass from owner to owner.

The possibility of easements being granted over the Commons has been considered in two recent cases. An easement is a legal right over land such as a right of way. In 2008, the Court of Appeal decided that WPCC could lawfully grant an easement over the Commons provided that no enclosure or building was permitted, and the Commons remained open for public exercise and recreation, and thus that a right of way over an access road across part of the Commons could be acquired by prescription, hence the importance of guarding against encroachments referred to in section 34 of the 1871 Act.<sup>5</sup> Although an easement creates a legal interest over the land, and was arguably caught by section 35, it did not amount to a 'disposal' of any part of the Commons as such within the meaning of that section, interpreting the 1871 Act in the light of its social and environmental intentions.

In 2014, a differently-constituted Court of Appeal followed the Housden decision in deciding that WPCC could grant easements consistently with their obligations as to the preservation and protection of the Commons under the 1871 Act, and also commented on the need for WPCC to exercise

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<sup>3</sup> See *Minister of Health v Bellotti* [1944] KB 298.

<sup>4</sup> Clearly it is often convenient for the landlord to agree that the licence will remain in existence for a period of years but the nature of the transaction is that the landlord can nevertheless terminate the agreement before that period has expired so long as it gives the licensee time to make alternative arrangements and move out. To avoid arguments over whether a breach of contract has been committed by the landlord it is wise for the landlord's right to terminate to be mentioned expressly in the licence and, if appropriate, for the minimum period of notice to be specified rather than risking argument over what length of notice is 'reasonable'.

<sup>5</sup> See *Housden and Another v Conservators of Wimbledon and Putney Commons* [2008] 1 WLR 1172.

judgement in deciding what was appropriate.<sup>6</sup> The Court viewed the 1871 Act as giving WPCC a measure of flexibility rather than taking a literalist approach to its interpretation.

*Wayleaves* – These are arrangements that don't bind future owners; most wayleaves relate to the right by a property owner for an entity, normally a utility company to install, access and maintain utilities that run on or under land. When the need for it ceases, the agreement will usually be terminated. Wayleaves differ from easements in so far as easements can only be made between adjoining land owners. An easement is also registrable as a legal interest at the Land Registry, whereas a wayleave is not, although since 2002 they must now be disclosed on an application to register the property, which means that they will be noted on the register as an overriding interest.<sup>7</sup>

### **3C. Charging Principles**

An integral part of the Access Framework is the charging regime that underpins the contractual arrangements between WPCC and third parties, which is dependent on the form of agreement that any such arrangements take.

#### *Leases, Easements and Wayleaves*

Under sections 117 to 121 of the Charities Act 2011, specific restrictions apply to the process and pricing for the sale, or (as the case may be) the lease or other disposition of a charity's land.<sup>8</sup> In accordance with the Charity Commission's Operational Guidance 548 therefore, leases, easements and wayleaves are normally subject to the procedures set out in sections 117 to 121 of the Charities Act 2011.<sup>9</sup> (In the case of WPCC, leases of land forming part of the Commons (other than leases of certain buildings and associated enclosures) are in any case not permitted.)

As a result of an exemption under section 117(3)(a) of the Charities Act 2011, however, those statutory restrictions do not directly apply to WPCC.<sup>10,11</sup> Nevertheless, in exercising this power, WPCC's trustees have a fiduciary duty to ensure that 'the terms on which the disposition is proposed to be made are the best that can reasonably be obtained for the charity'. In meeting this requirement, accepted best practice is that trustees obtain and consider advice from a qualified surveyor, by analogy with the provisions of sections 117 to 120 of the Charities Act 2011, about the terms of the transaction and the need (if any) to take further steps to ensure, by means of advertising, that the

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<sup>6</sup> See *Evans v Wimbledon and Putney Commons and Another* [2014] 2 P and CR.

<sup>7</sup> See <https://www.land-search-online.co.uk>.

<sup>8</sup> Section E1.2 of the Charity Commission's Operational Guidance 548 states, 'The Charities Act uses the term "disposition of land". In this guidance we talk about the disposal of charity land and in this context a disposal is by way of lease or freehold sale. But disposal will also include, for example granting: rights (such as fishing rights), easements (such as rights of way), a wayleave to allow access to facilities on that land'.

<sup>9</sup> Feedback provided by the Charity Commission dated 18 March 2020 in response to a request by WPCC confirms that the treatment of easements in relation to the Charities Act is a complex matter. For the purposes of compliance with the Charities Act 2011, certain wayleaves would constitute easements and therefore would fall under sections 117 to 121 whilst other wayleaves would constitute licences and therefore not fall under sections 117 to 121. Given this complexity, for the purposes of ensuring compliance with the Charities Act 2011 in all instances and following a suggestion from the Charity Commission, it is therefore proposed that WPCC treat all wayleaves as easements for compliance purposes.

<sup>10</sup> Section 117 (3) of the Charities Act 2011 states, 'The restrictions on disposition imposed by this section and sections 119 to 121 apply regardless of anything in the trusts of a charity; but nothing in this section or sections 119 to 121 applies to—

(a) any disposition for which general or special authority is expressly given (without the authority being made subject to the sanction of an order of the court) by—

(i) any statutory provision contained in or having effect under an Act'.

<sup>11</sup> Section 8 of the 1871 Act provides WPCC with the power 'to take and hold. and to dispose of (by grant, demise, or otherwise) land and other property (which body corporate is in this Act referred to as the Conservators)'.

best terms are obtained.<sup>12</sup> (For avoidance of doubt, in practice, the fiduciary requirement to follow the statutory provisions as best practice applies to the grant of leases, easements and wayleaves subject to the qualification above.) The Charities Act 2011 also sets out, inter alia, notification requirements that must normally be followed, the qualifications of the valuer and the need for Charity Commission consent (or the consent of the Court) for agreements with connected parties.

### *Licences*

A 'disposition' does not include a licence. Section E1.6 of the Charity Commission's Operational Guidance 548 states that 'no specific power is required by a charity to grant a licence, even over designated land, and section 117 procedures do not apply'. Trustees do however have a fiduciary duty to ensure that the terms are in the best interests of the charity and as such the guidance goes on to state that 'the licence should be granted on the best 'market terms' unless it is intended to further the objects of the charity'.

In this context, in order to demonstrate best 'market terms', where practical and possible, it is considered best practice is to obtain independent advice and follow the processes set out in section 117 to section 120 of the Charities Act 2011 if this is deemed feasible.<sup>13</sup>

The licensing regime that covers the wide range of activities that take place on the Commons (informal and formal sports, recreational and educational activities as well as one-off events such as fairs and circuses) is quite complex. Although determining the 'right' charge may seem to be a straightforward process, there are a large number of factors that affect charging that need to be considered. Many of these are competing and often controversial; issues identified below need to be considered when considering what an appropriate charge might be.

### *Best Market Terms*

In some cases, a qualified valuer's assessment of what can be achieved under best 'market terms' is possible and in such cases an assessment of this type should be sought. In other circumstances, a valuer's assessment is either neither practical nor possible. In all cases however factors that should be considered for the purposes of determining best 'market terms' are set out below.

A. Revenue and Profit – The revenue and profit associated with licence arrangements is a critical factor in assessing the benefit that accrues to the licensee; user charges are therefore an important consideration, as is the overall revenue/profitability of the licensee. Disclosure of its financial accounts is often the best way of understanding these considerations.

The charitable status of the organisation to whom the licence is granted is also a consideration. A run organised by a third party commercial operator with 500 participants with a non-trivial entry charge for participants should be recognised as serving a different purpose from a 'club run' organised by a charity with a small number of participants and no, or a merely nominal, entry charge.

B. Costs – The costs that WPCP incurs in order to provide the agreed service and meet its obligations under the licence agreement are also an important consideration in assessing the relevant charges. Licensees should be expected to contribute to some or all of the cost of providing the service where such costs can be directly attributed to the use. These include:

- access to and preparation of the site (including parking);

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<sup>12</sup> It is not the case that the charity's land is subject to any trust. This means that section 121 does not apply, even by analogy.

<sup>13</sup> The Charity Commission has published Operational Guidance 548 for its staff in relation to licences and leases. (Refer to Appendix 1.)

- litter management;
- facility management (supervision and management) and emergency response arrangements;
- site restoration obligations;
- WPCCC administration (e.g. preparation of licences, valuations, etc).

Such activities may be either explicitly set out in the licence as components of the charges to be levied or as duties to be fulfilled by the licensee (such as restoration works).

C. Scale of the Activity/Intervention – Charges need to reflect the scale of the activity; a small one-off event such as a children’s organised party at the REMPF is quite different to the five-day Rosslyn Park Rugby Sevens event. Where an activity requires considerable infrastructure, or significant (though acceptable) interference with the enjoyment of the Commons by other users, consideration needs to be given to obtaining a more formal basis for the charge. This might be through benchmarking or a valuation by a specialist land agent.

D. Duration and Term – The duration (both in terms of physical presence on the Commons and also the length of any licence/wayleave) is an important consideration. An afternoon activity for a small photographic shoot is very different from, say, a three-year licence to utilise facilities at the REMPF pavilion and playing field. Where a licence is proposed over several years, a professional valuation should normally be obtained.

E. Benchmarks – The use of comparable charges for similar local facilities/services provides a helpful guide on the level of charges as well as the competitive environment, although consideration needs to be taken of the following issues:

- Access – whether the same or similar access arrangements to facilities/services are available at competing sites, for example, availability of local transport, car parking or the extent of opening hours;
- Quality – whether the quality of provision offered in terms of customer care, standards of cleanliness of the facility, level of service and also condition of the asset itself in relation to its use is comparable with other local services;
- Availability of alternatives – whether the same or similar services can be obtained from other public, private or voluntary sector providers at lower cost or with greater value.

### Furthering the Objects of the Charity

A. Service Objectives – WPCCC should also set charges in order to achieve a number of service objectives, as set out below, in no order of priority:

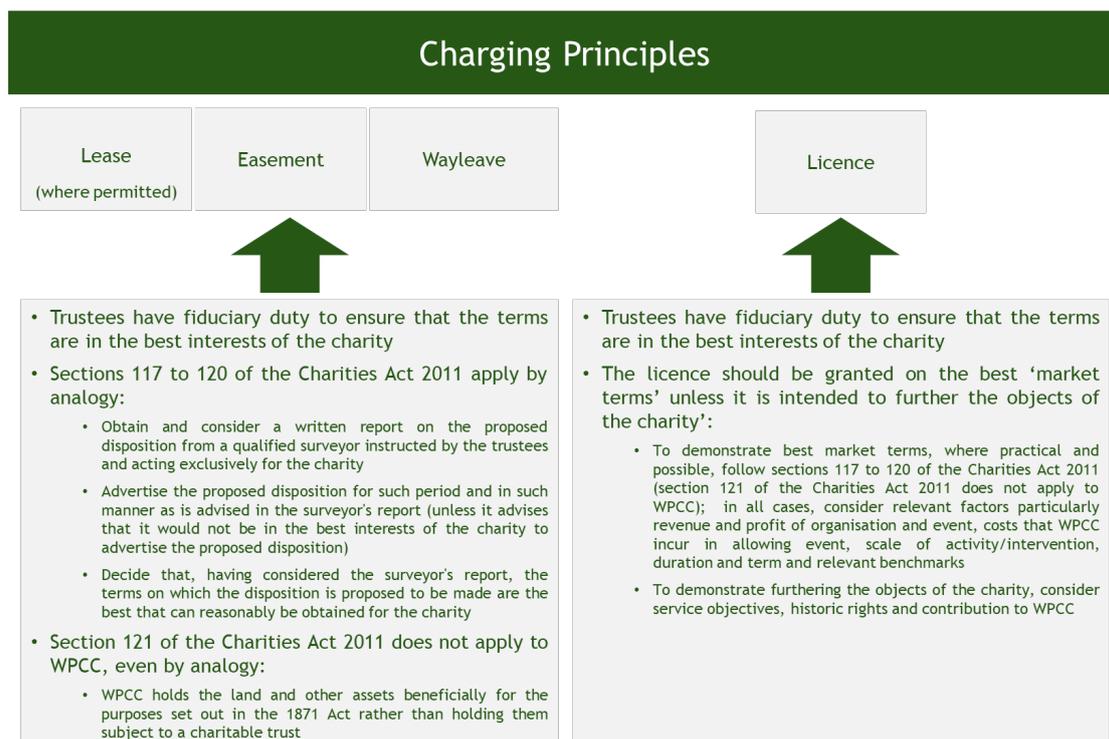
- Maximising (without unacceptable damage to the Commons) the availability of the services and promoting the benefits of activities, particularly where this involves membership of clubs and organisations that promote sport and recreation;
- Encouraging participation by all in healthy outdoor activities; where concessionary charges apply, they should be set at 50% of the full price for the facility and apply to young people under 17, students in full time education, people aged 60 or over, disabled people, unemployed people and schools/youth organisations, on production of the appropriate identification;
- In recognising WPCCC’s duty to conserve the Commons and manage potential interference between users, rationing use of a service where demand exceeds supply, particularly at peak times of use, through increased charges or other restrictions; in such cases, however, the

concessionary charges for those facilities should not also be increased; where appropriate for under-used facilities, services should be set at a lower charge and monitored on a six monthly basis.

B. Historical Rights – In considering the appropriate level of charges, the longstanding rights of access across the Commons (e.g. golfers, horse-riders, walkers and runners) should be considered with care. These issues can often be overlooked and can be deep-seated, with the introduction of charges creating tensions that can quickly escalate and could cause reputational damage to the charity if not properly handled. It is desirable to maintain positive working relationships with the user organisations and make them aware of the purposes for which WPCC holds the Commons, including in particular their conservation and the need to keep them available for various different activities.

C. Contribution to WPCC – There are many organisations that contribute directly towards the facilities that are provided on the Common. The golf clubs contribute significant costs towards the annual upkeep of their golf course. The horse-riders have launched appeals to raise money towards the upkeep of rides. Running organisations such as Parkrun have charity events to raise money specifically for the Commons, whilst the Windmilers provide annual support at the Commons Open Day managing the car parking arrangements.<sup>14</sup>

These contributions and gestures of goodwill should be incentivised in any charging arrangements. The loss of goodwill can be very damaging.



<sup>14</sup> Housden and Another v Conservators of Wimbledon and Putney Commons [2008] 1 WLR 1172.29 states, 'During the course of the hearing there was discussion about the part of the common used as a golf course by the Wimbledon Common Golf Club and its predecessors since before the passing of the 1871 Act. The decision of the London South West Valuation Tribunal (31 May 2007), in which the restrictions on the commons were considered, was cited. It was a rating case. The Tribunal noted that the golf clubs using the course had no lease or licence to use the land for golf. There was no permission document. The use was with unwritten permission without payment, but accompanied by annual voluntary contributions. The Tribunal concluded that the course was sufficiently defined for it to be capable of being a hereditament for rating purposes, but the clubs did not have paramount or exclusive control and were joint occupiers'.

## Appendix 1

Section E1.6 of the Charity Commission's Operational Guidance 548 states,

### "E1.6 Granting a licence or a lease

A licence:

gives the licensee a contractual right to use the part of premises to which the licence refers for an agreed purpose; does not confer an interest in the land and is therefore subject to contract law – it has no effect on the nature of the charity's legal interest in the property; is likely to be granted where the lessee is to carry out a particular activity and the charity needs to retain access to the part of its premises to be occupied. Examples of a licence might include where a bar business is set up in a village hall. The licence would give the licensee access to the hall to carry out the bar business but would still allow the hall to be used for the usual other activities that take place. (In this example the licensee would also need to comply with the alcohol licensing laws, which is a different situation from the licence the trustees are granting for the use of part of the hall.)

A lease:

gives exclusive possession of a defined area of land; is for a fixed period (the term of the lease); creates an interest in the land; is more likely to be granted where the charity's land, property or premises is to be occupied on a more permanent basis and the lessee will have independent access and his/her own separate areas. Rent will usually be paid but this is not an essential element in recognising a lease. Exclusive possession for a term under an enforceable agreement, for example a deed, will be sufficient. It is probable that the letting of a residential unit to a tenant will be a lease rather than a licence.

However, it is not necessarily what term is used, licence or lease, but rather the effect of the arrangement. An agreement that confers exclusive possession of the premises is probably a lease. An agreement that merely confers a privilege to occupy the land of another for some particular purpose is a licence. This can be a difficult legal area and if there is any doubt as to whether the trustees are granting a lease or a licence, seek legal advice.

No specific power is required by a charity to grant a licence even over designated land, and section 117 procedures do not apply. However, the charity cannot grant a licence which is incompatible with the trusts to which the land is subject. For example, if the designated land is a playing field designated for the use of a recreation ground charity, it would probably not be possible for the trustees to grant a licence to use the land as a car park (except perhaps for an occasional or 'one-off' event). In addition, the licence should be granted on the best 'market terms' unless it is intended to further the objects of the charity."

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<sup>i</sup> For the purposes of this document, the term access refers to proposed access to Wimbledon and Putney Commons by any party for any use. The Access Framework sets out the basis on which such access would be assessed including whether such use would be permitted, any authorisation that the proposed access would require and, if so, the form in which that authorisation would take and the charges that would be payable. Most informal users of the Commons do not require specific authorisation though all users remain subject to the provisions of the 1871 Act including the Byelaws.

**Schedule 1 – WPCC Duties and Powers for Access Agreements**

Wimbledon and Putney Commons Act 1871			Charities Act 2011		
Duties	Powers	Prohibitions	Duties	Prohibitions	Guidance
<p><i>Overriding Principles</i>  <i>Whereas there are in the county of Surrey open spaces of large extent, uninclosed and unbuilt on, known as Wimbledon Common, (in which Wimbledon Green and Putney Heath are commonly and in this Act included,) and Putney Lower Common (in this Act jointly referred to as the commons):</i>  <i>And where as it would be of great local and public advantage if the commons were always kept unenclosed and unbuilt, their natural aspect and state being, as far as may be, preserved:</i>  <i>A body of Conservators, to be constituted so as to represent both public and local interests, whose duty it shall be to keep the commons for ever open and unenclosed and unbuilt on, and to protect the turf, gorse, timber, and underwood thereon, and to preserve the same for public and local use, for the purposes of exercise</i></p>			<p><i>Overriding Principles</i>  <i>Section 3 (1) A purpose falls within this subsection if it falls within any of the following descriptions of purposes—</i>  <i>(1) (a)</i>  <i>the prevention or relief of poverty;</i>  <i>(b) the advancement of education;</i>  <i>(c) the advancement of religion;</i>  <i>(d) the advancement of health or the saving of lives;</i>  <i>(e) the advancement of citizenship or community development;</i>  <i>(f) the advancement of the arts, culture, heritage or science;</i>  <i>(g) the advancement of amateur sport;</i>  <i>(h) the advancement of human rights, conflict resolution or reconciliation or the promotion of religious or racial harmony or equality and diversity;</i>  <i>(i) the advancement of environmental protection or improvement;</i>  <i>(j) the relief of those in need because of youth,</i></p>		

**Schedule 1 – WPCC Duties and Powers for Access Agreements**

Wimbledon and Putney Commons Act 1871			Charities Act 2011		
Duties	Powers	Prohibitions	Duties	Prohibitions	Guidance
<i>and recreation, and other purposes;</i>			<p><i>age, ill-health, disability, financial hardship or other disadvantage;</i></p> <p><i>(k) the advancement of animal welfare;</i></p> <p><i>(l) the promotion of the efficiency of the armed forces of the Crown or of the efficiency of the police, fire and rescue services or ambulance services;</i></p> <p><i>(m) any other purposes—</i></p> <p><i>(i) that are not within paragraphs (a) to (l) but are recognised as charitable purposes by virtue of section 5 (recreational and similar trusts, etc.) or under the old law,</i></p> <p><i>(ii) that may reasonably be regarded as analogous to, or within the spirit of, any purposes falling within any of paragraphs (a) to (l) or sub-paragraph (i), or</i></p> <p><i>(iii) that may reasonably be regarded as analogous to, or within the spirit of, any purposes which have been recognised, under the law relating to charities in England and Wales, as falling within sub-</i></p>		

**Schedule 1 – WPCC Duties and Powers for Access Agreements**

Wimbledon and Putney Commons Act 1871			Charities Act 2011		
Duties	Powers	Prohibitions	Duties	Prohibitions	Guidance
			<p><i>paragraph (ii) or this sub-paragraph.</i>                      (2) <i>In subsection (1) – (d) in paragraph (g), “sport” means sports or games which promote health by involving physical or mental skill or exertion,</i></p>		
<p>Section 34. The Conservators shall at all times keep the commons open, unenclosed, and unbuilt on, except as regards such parts thereof as are at the passing of this Act inclosed or built on, and except as otherwise in this Act expressed, and shall by all lawful means prevent, resist, and abate all encroachments and attempted encroachments on the commons, and protect the commons and preserve them as open spaces, and resist all proceedings tending to the inclosure or appropriation for any purpose of any part thereof.</p>	<p>Section 8. There shall be a body of Conservators for carrying this Act into execution, the full number of whom shall be eight, and who are hereby incorporated by the name of the Wimbledon and Putney Commons Conservators, and by that name shall be one body corporate, with perpetual succession and a common seal, and with power to take and hold, and to dispose of (by grant, demise, or otherwise) land and other property (which body corporate is in this Act referred to as the Conservators).</p> <p>Section 38. The Conservators may maintain and keep in good order, and from time to time let at a yearly, or other rent, or</p>	<p>Section 35. It shall not be lawful for Conservators, except as in this Act expressed, to sell, lease, grant, or in any manner dispose of any part of the commons.</p> <p>Section 37. The Conservators shall not cut turf, or dig gravel, mould, or soil, or fell or cut gorse, heather, timber, or other trees, shrubs, or brushwood on the commons for profit, except subject and according to such restrictions and regulations as the First Commissioner of Works from time to time prescribes, and all money received in respect thereof shall be carried to the Conservancy Fund under this Act.</p>	<p>Section 4. The public benefit requirement                      (1) In this Act “the public benefit requirement” means the requirement in section 2 (1)(b) that a purpose falling within section 3(1) must be for the public benefit if it is to be a charitable purpose.</p> <p>Section 5. Recreational and similar trusts, etc.                      (1) It is charitable (and is to be treated as always having been charitable) to provide, or assist in the provision of, facilities for—                      (a) recreation, or                      (b) other leisure-time occupation, if the facilities are provided in the interests of social welfare.                      (2) The requirement that the facilities are provided in the interests of social</p>	<p>Section 118. Meaning of “connected person” in section 117(2)                      (1) In section 117(2) “connected person”, in relation to a charity, means any person who falls within subsection (2)—                      (a) at the time of the disposition in question, or                      (b) at the time of any contract for the disposition in question.                      (2) The persons are—                      (a) a charity trustee or trustee for the charity,                      (b) a person who is the donor of any land to the charity (whether the gift was made on or after the establishment of the charity),</p>	<p><i>Guidance Charitable purposes 16 September 2016</i>                      Charity law gives a wide meaning to education and does not limit it to education in a classroom environment.</p> <p>Education                      To be a charitable aim for the public benefit, education must be capable of being ‘advanced’. This means to promote, sustain and increase individual and collective knowledge and understanding of specific areas of study, skills and expertise.</p> <p>Today, education includes:</p>

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Wimbledon and Putney Commons Act 1871			Charities Act 2011		
Duties	Powers	Prohibitions	Duties	Prohibitions	Guidance
<p>Section 36. The Conservators shall at all times preserve, as far as may be, the natural aspect and state of the commons, and to that end shall protect the turf, gorse, heather, timber, and other trees, shrubs, and brushwood thereon.</p> <p>Section 88. The Conservators shall cause all their byelaws, when allowed, to be printed, with the form of allowance, and printed copies thereof to be sold at a price not exceeding one shilling a copy to all persons desiring to buy the same.</p> <p>Section 97. Where the Conservators are by this Act required to publish any notice, they shall do by inserting the same as an advertisement in a newspaper published in the county of Surrey and by keeping the same at their office open for inspection by persons interested, and also by affixing the same at</p>	<p>otherwise use, the buildings on Wimbledon Common transferred to them by this Act, with the inclosures adjoining thereto or any part thereof, and any rents and money received in respect thereof shall be carried to and form part of the Conservancy Fund under this Act.</p> <p>Section 39. The Conservators shall by virtue of this Act have the following powers; (namely) To drain, level and improve the commons, as far as only may be in their judgment from time to time requisite for the use thereof for the purposes of health and unrestricted exercise and recreation: To make temporary inclosures for the protection of the turf or the better attainment of the objects aforesaid: To make and maintain such roads and ways as may be in their judgment necessary or proper: To make and maintain ornamental ponds:</p>	<p>Section 109. Nothing in this Act or in any byelaw of the Conservators shall take away, abridge, or prejudicially affect any right of common, commonable or other like right, right of way, or other right in, over, or affecting the same vested in or belonging to Earl Spencer.</p>	<p>welfare cannot be satisfied if the basic conditions are not met. (3) The basic conditions are— (a) that the facilities are provided with the object of improving the conditions of life for the persons for whom the facilities are primarily intended, and (b) that— (i) those persons have need of the facilities because of their youth, age, infirmity or disability, poverty, or social and economic circumstances, or (ii) the facilities are to be available to members of the public at large or to male, or to female, members of the public at large. (4) Subsection (1) applies in particular to— (a) the provision of facilities at village halls, community centres and women's institutes, and (b) the provision and maintenance of grounds and buildings to be used for purposes of recreation</p>	<p>(c) a child, parent, grandchild, grandparent, brother or sister of any such trustee or donor, (d) an officer, agent or employee of the charity, (e) the spouse or civil partner of any person falling within any of paragraphs (a) to (d), (f) a person carrying on business in partnership with any person falling within any of paragraphs (a) to (e), (g) an institution which is controlled— (i) by any person falling within any of paragraphs (a) to (f), or (ii) by two or more such persons taken together, or (h) a body corporate in which— (i) any connected person falling within any of paragraphs (a) to (g) has a substantial interest, or</p>	<ul style="list-style-type: none"> <li>• formal education</li> <li>• community education</li> <li>• physical education and development of young people</li> <li>• training (including vocational training) and life-long learning</li> <li>• research and adding to collective knowledge and understanding of specific areas of study and expertise</li> <li>• the development of individual capabilities, competences, skills and understanding.</li> </ul> <p>Sport The advancement of amateur sport means the advancement of any sports or games which promote health by involving physical or mental skill or exertion and which are undertaken on an amateur basis. Examples of the sorts of charities and charitable purposes falling within this description include:</p>

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<p>churches of Wimbledon and Putney respectively, wheresoever notices are usually affixed.</p> <p>Section 104. With respect to an indenture dated on or about the twenty-seventh day of November 1869, and made or expressed to be made between Earl Spencer of the one part, and the Wimbledon Local Board of the other part, demising or purporting to demise to that local board two pieces or parcels of land therein described as part of the waste lands or reputed waste lands of the Manor of Wimbledon, to hold for the term and at the rent or rents and subject to and under the conditions and covenants therein specified and contained, including a covenant by that local board to the effect that they would during the term use the land thereby demised for the purpose of conducting to and collecting on it the sewage from the houses</p>	<p>To plant trees and shrubs for the purposes of shelter or ornament, and to make temporary inclosures for the protection thereof:</p> <p>To build lodges, not exceeding six in number, to be used for residences of common-keepers and officers, and for no other purpose:</p> <p>To repair from time to time the lodges and other buildings vested in them.</p> <p>Section 68. The Conservators may from time to time purchase by agreement or accept a grant of land and hold any land having been or reputed to have been formerly part of or adjoining to Wimbledon Common or Putney lower Common, and any such land vested in the Conservators shall be for the purposes of this Act deemed part of the commons.</p> <p>Section 71. The Conservators shall be capable of taking, and may from time to time, if they</p>		<p>or leisure-time occupation, and extends to the provision of facilities for those purposes by the organising of any activity. But this is subject to the requirement that the facilities are provided in the interests of social welfare.</p> <p>(5) Nothing in this section is to be treated as derogating from the public benefit requirement.</p> <p>Section 117. Restrictions on dispositions of land: general</p> <p>(1) No land held by or in trust for a charity is to be conveyed, transferred, leased or otherwise disposed of without an order of—</p> <p>(a) the court, or</p> <p>(b) the Commission.</p> <p>But this is subject to the following provisions of this section, section 119 to 121 (further provisions about restrictions on dispositions) and section 127 (release of charity rent charges).</p>	<p>(ii) two or more such persons, taken together, have a substantial interest.</p> <p>Section 350. Connected person: child, spouse and civil partner</p> <p>(1) In section 118(2)(c), 188(1)(a), 200(1)(a) and 249(2)(a), “child” includes a stepchild and an illegitimate child.</p> <p>(2) For the purposes of section 118(2)(e), 188(1)(b), 200(1)(b) and 249(2)(b)—</p> <p>(a) a person living with another as that person's husband or wife is to be treated as that person's spouse;</p> <p>(b) where two people of the same sex are not civil partners but live together as if they were, each of them is to be treated as the civil partner of the other.</p>	<ul style="list-style-type: none"> <li>• charities advancing sport at a local club, eg local football, rugby, tennis clubs etc</li> <li>• multisports centres</li> <li>• other organisations concerned with the promotion of a particular amateur sport or game</li> </ul> <p>Advancement of environmental protection or improvement</p> <p>The advancement of environmental protection and improvement includes preservation and conservation of the natural environment and the promotion of sustainable development.</p> <p>Conservation of the environment includes the conservation of a particular animal, bird, or other species or ‘wildlife’ in general; a specific plant species, habitat or area of land, including areas of natural beauty and</p>

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<p>and lands within their jurisdiction, the following provisions shall have effect; namely,</p> <p>(1.) Nothing in the Act shall confirm, weaken, or otherwise affect that indenture, and the same shall, after and notwithstanding the passing of this Act have the same (but no further or other) validity and force in favour of and against all persons as it would have if this Act had not been passed:</p> <p>(2.) Nothing in this Act shall affect the suit pending at the passing of this Act in the Court of Chancery, instituted by information and bill by Her Majesty's Attorney General on behalf of Her Majesty, and all persons entitled to the rights of common on the commonable wasteland of the Manor of Wimbledon, at the relation of Charles Barker, wherein (among other things) a declaration is sought that the same indenture is void, nor shall</p>	<p>think fit, take, any such proceedings as a person having a right of common on either of the commons or any part thereof is capable of taking, and for that purpose the Conservators shall have all rights, powers, and remedies of a person having such a right of common.</p> <p>Section 84. The Conservators may from time to time, subject to the provisions of this Act, make byelaws for all or any of the following purposes; (namely,)</p> <ul style="list-style-type: none"> <li>For the prevention of nuisances, and the preservation of order on the commons:</li> <li>For the exclusion and removal, therefrom of gipsies, hawkers, beggars, rogues, and vagabonds:</li> <li>For the prevention of bird catching, bird trapping, taking of birds eggs or nests, and the prevention or regulation of the shooting or chasing of game or animals thereon:</li> </ul>		<p>(2) Subsection (1) does not apply to a disposition of such land if—</p> <p>(a) the disposition is made to a person who is not—</p> <ul style="list-style-type: none"> <li>(i) a connected person (as defined in section 118), or</li> <li>(ii) a trustee for, or nominee of, a connected person, and</li> </ul> <p>(b) the requirements of—</p> <ul style="list-style-type: none"> <li>(i) section 119(1) (dispositions other than certain leases), or</li> <li>(ii) section 120(2) (leases which are for 7 years or less etc.),</li> </ul> <p>have been complied with in relation to it.</p> <p>(3) The restrictions on disposition imposed by this section and sections 119 to 121 apply regardless of anything in the trusts of a charity; but nothing in this section or sections 119 to 121 applies to—</p> <p>(a) any disposition for which general or special authority is expressly given (without the authority being made subject to the sanction of an order of the court) by—</p>	<p>Section 346. Offences by bodies corporate</p> <p>(1) If an offence under this Act—</p> <ul style="list-style-type: none"> <li>(a) is committed by a body corporate, and</li> <li>(b) is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of, an officer of the body corporate, the officer as well as the body corporate is guilty of the offence and liable to be proceeded against and punished accordingly. <p>(2) In this section, “officer”, in relation to a body corporate, means—</p> <ul style="list-style-type: none"> <li>(a) any director, manager, secretary or other similar officer of the body corporate, or</li> <li>(b) any person who was purporting to act in any such capacity, and, in relation to a body corporate whose affairs are managed by its members, “director”</li> </ul> </li></ul>	<p>scientific interest; flora, fauna and the environment generally.</p> <p>Advancement of Animal Welfare The advancement of animal welfare includes any purpose directed towards the prevention or suppression of cruelty to animals or the prevention or relief of suffering by animals.</p> <p>E1.6 Granting a licence or a lease The charity cannot grant a licence which is incompatible with the trusts to which the land is subject. For example, if the designated land is a playing field designated for the use of a recreation ground charity, it would probably not be possible for the trustees to grant a licence to use the land as a car park (except perhaps for an</p>

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<p>anything in this Act affect any injunction or order granted or made in that suit before the passing of this Act, or affect any proceeding to be taken in that suit after the passing of this Act, but that suit, and every such injunction, order, and proceeding, shall remain and may be continued or taken as if this Act had not been passed, subject, however, to such alterations or amendments in the frame of the said suit as may be necessary in consequence of the commons having been by this Act vested in the Conservators for all the estate and interest of Earl Spencer, or in consequence of any other provisions of this Act.</p> <p>Section 108. Nothing in this Act or in any byelaw of the Conservators shall take away, abridge, or prejudicially affect any right, right of way, or other right, in over, or affecting the commons, other than</p>	<p>For the prevention of unauthorised persons from turning out or knowingly permitting cattle, sheep, or other animals to graze or feed or remain thereon:</p> <p>For the prevention of the digging or taking thereon or therefrom of turf, sods, bog earth, gravel, clay, or other substances:</p> <p>For the prevention of the cutting, felling, or injuring thereon of gorse, heather, timber or other trees, shrubs, brushwood, or other plants:</p> <p>For the prevention of injury to or the defacing or removing of fences or barriers or notice boards or other things put up by the Conservators thereon:</p> <p>For the prevention of injury or disfigurement of fences or trees thereon by the posting of bills, placards, or notices:</p> <p>For the prevention of the placing or suffering to remain thereon of any rubbish, manure or other substance:</p>		<p>(i) any statutory provision contained in or having effect under an Act, or (ii) any scheme legally established,</p> <p>Section 119. Requirements for dispositions other than certain leases (1) The requirements mentioned in section 117(2)(b) are that the charity trustees must, before entering into an agreement for the sale, or (as the case may be) for a lease or other disposition, of the land— (a) obtain and consider a written report on the proposed disposition from a qualified surveyor instructed by the trustees and acting exclusively for the charity, (b) advertise the proposed disposition for such period and in such manner as is advised in the surveyor's report (unless it advises that it would not be in the best interests of the charity to advertise the</p>	<p>means a member of the body corporate.</p>	<p>occasional or 'one-off' event). In addition, the licence should be granted on the best 'market terms' unless it is intended to further the objects of the charity.</p> <p>To grant a licence to a connected person may still need authority from us by way of an Order even though section 117 does not apply because of the potential conflict of interest in the transaction.</p>

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by right in, over, or affecting the same vested in or belonging to Earl Spencer.	<p>For the regulation of assemblages of persons thereon, and of sports and games played thereon:</p> <p>From the prevention of unauthorised persons from passing over the commons or any specified part thereof with vehicles:</p> <p>Generally for the prevention or restraint of any act or thing tending to the injury or disfigurement of the commons or to interference with the use thereof by the public for the purposes of exercise and recreation.</p> <p>Section 87. The Conservators may, by any byelaws, impose penalties for a breach thereof, not exceeding for any one offence five pounds, or for a continuing offence not exceeding a daily penalty of two pounds, so as every byelaw imposing a penalty be so framed as to allow of less than the maximum penalty being ordered to be paid.</p> <p>Section 90. The Conservators may from</p>		<p>proposed disposition), and</p> <p>(c) decide that they are satisfied, having considered the surveyor's report, that the terms on which the disposition is proposed to be made are the best that can reasonably be obtained for the charity.</p> <p>(2) Subsection (1) does not apply where the proposed disposition is the granting of such a lease as is mentioned in section 120(1).</p> <p>(3) For the purposes of subsection (1) a qualified surveyor is a person who—</p> <p>(a) is a fellow or professional associate of the Royal Institution of Chartered Surveyors or satisfies such other requirement or requirements as may be prescribed by regulations made by the Minister, and</p> <p>(b) is reasonably believed by the charity trustees to have ability in, and experience of, the valuation of land of the</p>		

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	<p>time to time appoint officers for securing the execution of this Act and byelaws thereunder, and may procure any such officers to be sworn in as constables.</p> <p>Section 93. Any constable or any officer of the Conservators, and all persons called by such constable or officer to his assistance, may, without any other warrant than this Act, seize and detain any person offending or having offended against this Act, or any byelaw of the Conservators, whose name or address is unknown to such constable or officer, and convey him with all convenient despatch before a justice, to be dealt with according to law.</p> <p>Section 56. Commissioners Clauses Act 1847 The commissioners may enter into contracts with any persons for the execution of any works directed or authorized by this and the special Act to be done by the commissioners, or for</p>		<p>particular kind, and in the particular area, in question.</p> <p>(4) Any report prepared for the purposes of subsection (1) must contain such information, and deal with such matters, as may be prescribed by regulations made by the Secretary of State.</p> <p>Section 120. Requirements for leases which are for 7 years or less etc.</p> <p>(1) Subsection (2) applies where the proposed disposition is the granting of a lease for a term ending not more than 7 years after it is granted (other than one granted wholly or partly in consideration of a fine).</p> <p>(2) The requirements mentioned in section 117(2)(b) are that the charity trustees must, before entering into an agreement for the lease— (a) obtain and consider the advice on the proposed disposition of a</p>		

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	<p>furnishing materials, or for any other things necessary for the purposes of this or special Act, and every contract for the execution of any work shall be in writing, and shall specify the work to be done, and the materials to be furnished and the price to be paid for the same, and the time or times within which the work is to be completed, and the penalties to be suffered in case of non-performance thereof; and the power hereby granted granted to the commissioners to enter into contracts may lawfully be exercised as follows; (that is to say,)</p> <p>Any contract which if made between private persons would be by law required to be in writing and under seal, executed as a deed, or in Scotland by a probative deed, the commissioners may make in writing and under their common seal, if they be incorporated, or, if not incorporated, under the hands and seals, executed as a deed by them, or in Scotland under the hands,</p>		<p>person who is reasonably believed by the trustees to have the requisite ability and practical experience to provide them with competent advice on the proposed disposition, and (b) decide that they are satisfied, having considered that person's advice, that the terms on which the disposition is proposed to be made are the best that can reasonably be obtained for the charity.</p> <p>Section 121. Additional restrictions where land held for stipulated purposes                      (1) Subsection (2) applies where—                      (a) any land is held by or in trust for a charity, and                      (b) the trusts on which it is so held stipulate that it is to be used for the purposes, or any particular purposes, of the charity.                      (2) The land must not be conveyed, transferred, leased or otherwise disposed of unless the</p>		

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	<p>of the commissioners, or any two of them acting by the direction and on behalf of the commissioners, and in the same manner may vary or discharge the same]:</p> <p>Any contract which if made between private persons would be by law required to be in writing and signed by the parties to be charged therewith the commissioners may make in writing, signed by the commissioners, or any two of their number acting by the direction and on behalf of the commissioners, and in the same manner may vary or discharge the same:</p> <p>Any contract which if made between private persons would by law be valid, although made by parol only and not reduced into writing, the commissioners, or any two of them acting by the direction and on behalf of the commissioners, may make by parol only, without writing, and in the same manner may vary or discharge the same:</p>		<p>charity trustees have before the relevant time—</p> <p>(a) given public notice of the proposed disposition, inviting representations to be made to them within a time specified in the notice, which must be not less than one month from the date of the notice, and</p> <p>(b) taken into consideration any representations made to them within that time about the proposed disposition.</p> <p>(3) Subsection (2)—</p> <p>(a) is subject to subsections (5) and (6), and</p> <p>(b) does not affect the operation of sections 117 to 120.</p> <p>(4) In subsection (2) “the relevant time” means—</p> <p>(a) where the charity trustees enter into an agreement for the sale, or (as the case may be) for the lease or other disposition, the time when they enter into that agreement, and</p> <p>(b) in any other case, the time of the disposition.</p>		

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	<p>And all contracts made according to the provisions herein contained, being duly executed by the persons contracting to perform the works therein comprised respectively, shall be effectual in law, and shall be binding on the commissioners, and all other parties thereto, their successors, heirs, executors, or administrators, as the case may be, and in case of default in the execution of any such contract, either by the commissioners or by any other party thereto such actions or suits may be maintained thereon, and damages and costs recovered by or against the commissioners or the other parties failing in the execution thereof, as might have been maintained and recovered had the same contracts been made between private persons only.</p>		<p>(5) Subsection (2) does not apply to any such disposition of land as is there mentioned if—                      (a) the disposition is to be effected with a view to acquiring by way of replacement other property which is to be held on the trusts referred to in subsection (1)(b), or                      (b) the disposition is the granting of a lease for a term ending not more than 2 years after it is granted (other than one granted wholly or partly in consideration of a fine).                      (6) The Commission may, if the condition in subsection (7) is met, direct—                      (a) that subsection (2) is not to apply to dispositions of land held by or in trust for a charity or class of charities (whether generally or only in the case of a specified class of dispositions or land, or otherwise as may be provided in the direction), or                      (b) that subsection (2) is not to apply to a particular</p>		

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			<p>disposition of land held by or in trust for a charity.                      (7) The condition is that the Commission, on an application made to it in writing by or behalf of the charity or charities in question, is satisfied that it would be in the interests of the charity or charities for the Commission to give the direction.</p> <p>Section 122. Instruments concerning dispositions of land: required statements, etc.                      (1) Subsection (2) applies to any of the following instruments—(a) a contract for the sale, or for a lease or other disposition, of land which is held by or in trust for a charity, and (b) a conveyance, transfer, lease or other instrument effecting a disposition of such land. (2) An instrument to which this subsection applies must state—(a) that the land is held by or in trust for a charity,</p>		

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			<p>(b) whether the charity is an exempt charity and whether the disposition is one falling within section 117(3)(a), (b), (c) or (d), and (c) if it is not an exempt charity and the disposition is not one falling within section 117(3)(a), (b), (c) or (d), that the land is land to which the restrictions on disposition imposed by sections 117 to 121 apply.</p> <p>(3) Where any land held by or in trust for a charity is conveyed, transferred, leased or otherwise disposed of by a disposition to which section 117(1) or (2) applies, the charity trustees must certify in the instrument by which the disposition is effected—</p> <p>(a)(where section 117(1) applies) that the disposition has been sanctioned by an order of the court or of the Commission (as the case may be), or (b)(where section 117(2) applies) that the charity trustees have power under the</p>		

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			<p>trusts of the charity to effect the disposition and have complied with sections 117 to 121 so far as applicable to it.</p> <p>(4) Where subsection (3) has been complied with in relation to any disposition of land, then in favour of a person who (whether under the disposition or afterwards) acquires an interest in the land for money or money's worth, it is conclusively presumed that the facts were as stated in the certificate.</p> <p>(5) Subsection (6) applies where—</p> <p>(a) any land held by or in trust for a charity is conveyed, transferred, leased or otherwise disposed of by a disposition to which section 117(1) or (2) applies, but</p> <p>(b) subsection (3) has not been complied with in relation to the disposition.</p> <p>(6) In favour of a person who (whether under the disposition or afterwards) in good faith acquires an</p>		

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			<p>interest in the land for money or money's worth, the disposition is valid whether or not—</p> <p>(a) the disposition has been sanctioned by an order of the court or of the Commission, or</p> <p>(b) the charity trustees have power under the trusts of the charity to effect the disposition and have complied with sections 117 to 121 so far as applicable to it.</p> <p>(7) Subsection (8) applies to any of the following instruments—</p> <p>(a) a contract for the sale, or for a lease or other disposition, of land which will, as a result of the disposition, be held by or in trust for a charity, and</p> <p>(b) a conveyance, transfer, lease or other instrument effecting a disposition of such land.</p> <p>(8) An instrument to which this subsection applies must state—</p> <p>(a) that the land will, as a result of the disposition, be held by or in trust for a charity,</p>		

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			<p>(b) whether the charity is an exempt charity, and                      (c) if it is not an exempt charity, that the restrictions on disposition imposed by sections 117 to 121 will apply to the land (subject to section 117(3)).</p> <p>(9) In this section and section 123 references to a disposition of land do not include references to—                      (a) a disposition of land by way of mortgage or other security,                      (b) any disposition of an advowson, or                      (c) any release of a rent charge falling within section 127(1).</p> <p>Section 123. Charity land and land registration                      (1) Where the disposition to be effected by any such instrument as is mentioned in section 122(1)(b) or (7)(b) will be—                      (a) a registrable disposition, or                      (b) a disposition which triggers the requirement of registration,</p>		

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			<p>the statement which, by virtue of section 122(2) or (8), is to be contained in the instrument must be in such form as may be prescribed by land registration rules.</p> <p>(2) Where the registrar approves an application for registration of—</p> <p>(a) a disposition of registered land, or</p> <p>(b) a person's title under a disposition of unregistered land, and the instrument effecting the disposition contains a statement complying with section 122(8) and subsection (1), the registrar must enter in the register a restriction reflecting the limitation under sections 117 to 121 on subsequent disposal.</p> <p>(3) Where—</p> <p>(a) any such restriction is entered in the register in respect of any land, and</p> <p>(b) the charity by or in trust for which the land is held becomes an exempt charity,</p> <p>the charity trustees must apply to the registrar for the removal of the entry.</p>		

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			<p>(4) On receiving any application duly made under subsection (3) the registrar must remove the entry.</p> <p>(5) Where—</p> <p>(a) any registered land is held by or in trust for an exempt charity and the charity ceases to be an exempt charity, or</p> <p>(b) any registered land becomes, as a result of a declaration of trust by the registered proprietor, land held in trust for a charity (other than an exempt charity),</p> <p>the charity trustees must apply to the registrar for such a restriction as is mentioned in subsection (2) to be entered in the register in respect of the land.</p> <p>(6) On receiving any application duly made under subsection (5)</p> <p>Section 333. Conferral of authority to execute documents</p> <p>(1) Charity trustees may, subject to the trusts of the</p>		

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			<p>charity, confer on any two or more of their body—</p> <p>(a) a general authority, or</p> <p>(b) an authority limited in such manner as the charity trustees think fit, to execute in the names and on behalf of the charity trustees documents for giving effect to transactions to which the charity trustees are a party.</p> <p>(2) Any document executed in pursuance of an authority under subsection (1) is of the same effect as if executed by the whole body.</p> <p>(3) An authority under subsection (1)—</p> <p>(a) suffices for any document if it is given in writing or by resolution of a meeting of the charity trustees, despite the want of any formality that would be required in giving an authority apart from that subsection;</p> <p>(b) may be given so as to make the powers conferred exercisable by any of the charity trustees, or may be restricted to</p>		

**Schedule 1 – WPCC Duties and Powers for Access Agreements**

Wimbledon and Putney Commons Act 1871			Charities Act 2011		
Duties	Powers	Prohibitions	Duties	Prohibitions	Guidance
			<p>named persons or in any other way;</p> <p>(c) subject to any such restriction, and until it is revoked, has effect, despite any change in the charity trustees, as a continuing authority given by the charity trustees from time to time of the charity and exercisable by such charity trustees.</p> <p>(4) In any authority under this section to execute a document in the names and on behalf of charity trustees there is, unless the contrary intention appears, implied authority also to execute it for them in the name and on behalf of the official custodian or of any other person, in any case in which the charity trustees could do so.</p> <p>(5) Where a document purports to be executed in pursuance of this section, then in favour of a person who (then or afterwards) in good faith acquires for money or money's worth—</p> <p>(a) an interest in or charge on property, or</p>		

**Schedule 1 – WPCCC Duties and Powers for Access Agreements**

Wimbledon and Putney Commons Act 1871			Charities Act 2011		
Duties	Powers	Prohibitions	Duties	Prohibitions	Guidance
			(b) the benefit of any covenant or agreement expressed to be entered into by the charity trustees, it is conclusively presumed to have been duly executed by virtue of this section. (6) The powers conferred by this section are in addition to and not in derogation of any other powers.		

## Schedule 2 – WPCC Byelaws

Power to Issue Byelaws (Section 84 of the 1871 Act)	Byelaws Prohibiting or Regulating Use	Byelaws Requiring Authorisation for Use	Byelaws Allowing WPCC to Restrict or Control Use
I. For the prevention of nuisances, and the preservation of order on the commons for the exclusion and removal therefrom of gipsies, hawkers, beggars, rogues, and vagabonds	<ul style="list-style-type: none"> <li>Byelaw 2 - No gipsy, hawker of goods (whether licensed or not), beggar, rogue, or vagabond shall frequent or resort to or remain upon the Commons; and it shall be the duty of any constable, or any officer of the Conservators, to remove or exclude any such person from the Commons.</li> </ul>	<ul style="list-style-type: none"> <li>Byelaw 3 - No unauthorised person shall sell or offer for sale or hire on the Commons any article, commodity, pamphlet, programme or thing.</li> </ul>	
II. For the prevention of bird catching, bird trapping, taking of birds (sic) eggs or nests, and the prevention or regulation of the shooting or chasing of game or other animals thereon		<ul style="list-style-type: none"> <li>Byelaw 5 - No unauthorised person shall catch or trap birds or animals, or set or place any trap, snare, net or other device adapted for catching any bird or animal, or take the eggs or nests of birds, or shoot or chase birds or animals or allow his dog to chase, injure, or kill any bird or animal upon any part of the Commons, or bring, or put on to the Commons any birds or animals for the purpose of being shot or chased.</li> </ul>	
III. For the prevention of unauthorised persons from turning out or permitting cattle, sheep or other animals to graze or remain thereon		<ul style="list-style-type: none"> <li>Byelaw 6 - No unauthorised person shall turn out on the Commons any cattle, sheep, horse, ass, mule, or other animal (whether of a commonable nature or not), or knowingly permit any cattle, sheep, horse, ass, mule, or other animal to graze or feed, or to stray on to or remain on the Commons. But this Byelaw shall not be deemed to apply to a dog under the control of its owner, or of any other person.</li> </ul>	

## Schedule 2 – WPCC Byelaws

Power to Issue Byelaws (Section 84 of the 1871 Act)	Byelaws Prohibiting or Regulating Use	Byelaws Requiring Authorisation for Use	Byelaws Allowing WPCC to Restrict or Control Use
IV. For preventing of the digging or taking thereon or therefrom of turf, sods, bog earth, gravel, clay, or other substances		<ul style="list-style-type: none"> <li>Byelaw 11 - No unauthorised person shall cut, dig, take, or sell, any turf, sods, bog-earth, gravel, clay, peat, loam, sand, water, ice, or other substance on or from any part of the Commons.</li> </ul>	
V. For the prevention of the cutting, felling, or injuring thereon of gorse, heather, timber or other trees, shrubs, brushwood, or other plants	<ul style="list-style-type: none"> <li>Byelaw 53 - No person shall collect, incite, or take part in any disorderly gathering or assemblage of persons on the Commons, or do, aid, or abet in any act or thing which may be, or tend to the injury or disfigurement of the Commons, or the hurt, or damage of the persons using or frequenting the Commons for purposes of exercise or recreation, or entitled so to use or frequent the same.</li> </ul>	<ul style="list-style-type: none"> <li>Byelaw 12 - No unauthorised person shall cut, fell, take, or sell, any gorse, heather, timber, or other trees, shrubs, brushwood, furze, fern, rushes, grass, or other plant, or natural product of the Commons on or from any part of the Commons.</li> <li>Byelaw 13 - No unauthorised personnel shall in anywise injure, damage, or destroy any turf, gorse, furze, heather, fern, grass, timber or other trees, shrubs, brushwood, or other plants upon the Commons, or any part thereof, or dig upon or in, or break or disturb the surface of the Commons, or of any part thereof, or of any gravel or sand-pit thereon, or light any fire upon the Commons, or wilfully or negligently place, throw or let fall any lighted or combustible substance, article or thing which may cause, or be likely to cause, damage by fire to any gorse, furze, heather, timber or other trees, shrubs, brushwood, or other plants upon the Commons.</li> <li>Byelaw 28 - It shall be lawful for the Conservators from time to time to set apart if appropriate any part of parts of the Commons for the protection of the</li> </ul>	<ul style="list-style-type: none"> <li>Byelaw 10 - It shall be lawful from time to time for the Conservators to designate any part or parts of the Commons where dogs are to be excluded for the protection of the flora, fauna or wildlife therein and no person in charge of any dog on the Commons shall allow that dog to enter that part of the Commons so designated.</li> <li>Byelaw 28 - It shall be lawful for the Conservators from time to time to set apart if appropriate any part of parts of the Commons for the protection of the turf, trees or shrubs thereon, or for walking, or for cricket, football, golf, skating, sliding, or other reasonable recreation; and no unauthorised person shall drive, ride, or pass over upon horseback the parts so set apart or appropriated of the said Commons; and no person shall play at cricket, football, golf, or any other game, or skate or slide upon the parts so set apart or appropriated, except on such days, at such times and under such regulations as the Conservators may from time to time prescribe; and no person shall obstruct or interfere with or annoy any persons who are playing or have made preparations for playing</li> </ul>

**Schedule 2 – WPCC Byelaws**

Power to Issue Byelaws (Section 84 of the 1871 Act)	Byelaws Prohibiting or Regulating Use	Byelaws Requiring Authorisation for Use	Byelaws Allowing WPCC to Restrict or Control Use
		<p>turf, trees or shrubs thereon, or for walking, or for cricket, football, golf, skating, sliding, or other reasonable recreation; and no unauthorised person shall drive, ride, or pass over upon horseback the parts so set apart or appropriated of the said Commons; and no person shall play at cricket, football, golf, or any other game, or skate or slide upon the parts so set apart or appropriated, except on such days, at such times and under such regulations as the Conservators may from time to time prescribe; and no person shall obstruct or interfere with or annoy any persons who are playing or have made preparations for playing at cricket, football, golf or any other lawful game, or who are skating or sliding upon the parts so set apart or appropriated. And with regard to every other part of the Commons not so set apart or appropriated as aforesaid, no person shall play any game thereon so as to endanger the safety of, or injure, alarm, or annoy any person or animal.</p>	<p>at cricket, football, golf or any other lawful game, or who are skating or sliding upon the parts so set apart or appropriated. And with regard to every other part of the Commons not so set apart or appropriated as aforesaid, no person shall play any game thereon so as to endanger the safety of, or injure, alarm, or annoy any person or animal.</p> <ul style="list-style-type: none"> <li>• Byelaw 29 - No person shall play at any game destructive of, or injurious to, the surface, soil, or natural products of the Commons, except in such places and under such regulations as the Conservators may from time to time prescribe.</li> </ul>
<p>VI. For the prevention of injury to or the defacing or removing of fences or barriers or notice boards or other things put up by the Conservators thereon</p>		<ul style="list-style-type: none"> <li>• Byelaw 14 - No unauthorised person shall injure, deface, or remove any seat, shelter, direction sign, notice, or notice board, posts, chains, railings, fences or barriers, which may from time to time be erected or placed upon the Commons by or by the authority of the Conservators.</li> </ul>	

## Schedule 2 – WPCC Byelaws

Power to Issue Byelaws (Section 84 of the 1871 Act)	Byelaws Prohibiting or Regulating Use	Byelaws Requiring Authorisation for Use	Byelaws Allowing WPCC to Restrict or Control Use
VII. For the prevention of injury to or disfigurement of fences or trees thereon by the posting of bills, placards, or notices		<ul style="list-style-type: none"> <li>Byelaw 15 - No unauthorised person shall injure or disfigure any fence or other erection or building or any tree on the Commons, by the posting thereon of any bill, placard, or notice or by writing thereon any words or signs.</li> </ul>	
VIII. For the prevention of the placing or suffering to remain thereon of any rubbish, manure, or other substance	<ul style="list-style-type: none"> <li>Byelaw 43 - No person shall throw or place in any pond or water on the Commons any earth, wood, glass, crockery, metal, paper, or other rubbish or refuse, or any deleterious, noxious, offensive, or disfiguring substances or thing, or do anything (not being fair angling) to destroy or injure any fish in any such pond or water.</li> </ul>	<ul style="list-style-type: none"> <li>Byelaw 16 - No unauthorised person shall place, deposit, or scatter, on the Commons, or any part thereof, any rubbish, manure, cinders, road sweepings, soot, dung, litter or other waste substance including paper, bottles or glass or have to retain thereon any timber, firewood, bricks, building materials, or other substance, or resort to the Commons for the purpose of making mortar.</li> </ul>	<ul style="list-style-type: none"> <li>Byelaw 8 - It shall be lawful for the Conservators from time to time to designate all or any part of the Commons where dog faeces must be removed; any person (other than a registered blind person) in charge of any dog on the Commons shall ensure that any faeces deposited by that dog in any part of the Commons so designated shall be removed immediately and placed in a receptacle on the Commons provided for the purpose or removed from the Commons for suitable disposal.</li> </ul>
IX. For the regulation of assemblages of persons thereon, and of sports and games played thereon	<ul style="list-style-type: none"> <li>Byelaw 20 - No person shall lead, ride, drive, exercise or train a horse in a manner likely to endanger the safety or interfere with the comfort of persons frequenting the Commons.</li> <li>Byelaw 24 - No person shall ride a horse unless it is properly saddled and bridled or lead a horse unless it is properly bridled on any part of the Commons.</li> <li>Byelaw 27 - No person shall race a horse or other animal on any part of the Commons.</li> </ul>	<ul style="list-style-type: none"> <li>Byelaw 22 - No person shall train a horse on any part of the Commons unless authorised by the Conservators and in conformity with such provisions as the Conservators may prescribe.</li> <li>Byelaw 23 - No person shall lead a horse on any part of the Commons for the purpose of exercising or training the same at a greater speed than a walking pace unless, authorised to do so by the Conservators and then only on the roads and the said horse rides or exercise grounds.</li> </ul>	<ul style="list-style-type: none"> <li>Byelaw 19 - The Conservators may provide horse rides and one or more exercise grounds on such parts of the Commons as they shall think fit.</li> <li>Byelaw 21 - No person shall lead, ride, drive or exercise a horse on any part of the Commons except upon the roads or upon such horse rides or exercise grounds as the Conservators may think fit to provide thereon.</li> <li>Byelaw 28 - It shall be lawful for the Conservators from time to time to set apart if appropriate any part of parts of the Commons for the protection of the</li> </ul>

## Schedule 2 – WPCC Byelaws

Power to Issue Byelaws (Section 84 of the 1871 Act)	Byelaws Prohibiting or Regulating Use	Byelaws Requiring Authorisation for Use	Byelaws Allowing WPCC to Restrict or Control Use
	<ul style="list-style-type: none"> <li>• Byelaw 32 - No person playing golf shall strike or play any ball near any person walking, riding or driving over the Commons, or otherwise play golf in such a manner as to injure, endanger, alarm or annoy any person traversing or being on the Commons for exercise, recreation or other lawful purpose.</li> <li>• Byelaw 33 - No person playing golf shall require any person crossing the Commons between any tee and any green to move away, or otherwise interfere with any such person.</li> <li>• Byelaw 34 - Every person playing golf shall wear a red coat, or other outer red garment.</li> <li>• Byelaw 35 - Every person playing golf must commence from either the first tee on the Wimbledon side or the first tee on the Windmill side and at no other point and must observe the rules in force upon the course.</li> <li>• Byelaw 36 - Every person playing golf shall be a member, whether for the day or for a longer period, of a club recognised for the purpose of this Byelaw by the Conservators and shall comply with the recognised etiquette and rules of the game and with any special rules laid down by the club.</li> <li>• Byelaw 38 - Every person (other than a person actually engaged in playing around one of the gold courses on the Commons or his caddie) who shall find</li> </ul>	<ul style="list-style-type: none"> <li>• Byelaw 25 - No unauthorised person shall ride a horse on any part of the Commons during the period between half an hour after sunset to half an hour before sunrise.</li> <li>• Bye-laws 20 to 25 inclusive shall apply to mule, donkey or pony as they apply to a horse.</li> <li>• Byelaw 28 - It shall be lawful for the Conservators from time to time to set apart if appropriate any part of parts of the Commons for the protection of the turf, trees or shrubs thereon, or for walking, or for cricket, football, golf, skating, sliding, or other reasonable recreation; and no unauthorised person shall drive, ride, or pass over upon horseback the parts so set apart or appropriated of the said Commons; and no person shall play at cricket, football, golf, or any other game, or skate or slide upon the parts so set apart or appropriated, except on such days, at such times and under such regulations as the Conservators may from time to time prescribe; and no person shall obstruct or interfere with or annoy any persons who are playing or have made preparations for playing at cricket, football, golf or any other lawful game, or who are skating or sliding upon the parts so set apart or appropriated. And with regard to every other part of the Commons not so set apart or appropriated as aforesaid, no person shall play any game thereon so as to endanger the safety of, or injure, alarm, or annoy any person or animal.</li> </ul>	<p>turf, trees or shrubs thereon, or for walking, or for cricket, football, golf, skating, sliding, or other reasonable recreation; and no unauthorised person shall drive, ride, or pass over upon horseback the parts so set apart or appropriated of the said Commons; and no person shall play at cricket, football, golf, or any other game, or skate or slide upon the parts so set apart or appropriated. And with regard to every other part of the Commons not so set apart or appropriated as aforesaid, no person shall play any game thereon so as to endanger the safety of, or injure, alarm, or annoy any person or animal.</p> <ul style="list-style-type: none"> <li>• Byelaw 30 - No other part of the Commons than the golf tees and greens for the time being set apart by the Conservators, and the spaces intervening in a straight line (as near as may be) between the tees and greens respectively, shall be used for playing golf.</li> <li>• Byelaw 31 - Golf may be played on such days as may from time to time be authorised by notice published by the</li> </ul>

## Schedule 2 – WPCC Byelaws

Power to Issue Byelaws (Section 84 of the 1871 Act)	Byelaws Prohibiting or Regulating Use	Byelaws Requiring Authorisation for Use	Byelaws Allowing WPCC to Restrict or Control Use
	<p>any golf ball on the Commons shall forthwith deliver such ball to any keeper or duly appointed servant or agent of the Conservators, to be dealt with as the Conservators may think fit.</p> <ul style="list-style-type: none"> <li>• Byelaw 45 - No person shall gamble, bet, or play with cards, dice, or other articles associated with gambling, on the Commons.</li> <li>• Byelaw 53 - No person shall collect, incite, or take part in any disorderly gathering or assemblage of persons on the Commons, or do, aid, or abet in any act or thing which may be, or tend to the injury or disfigurement of the Commons, or the hurt, or damage of the persons using or frequenting the Commons for purposes of exercise or recreation, or entitled so to use or frequent the same.</li> </ul>	<p>as to endanger the safety of, or injure, alarm, or annoy any person or animal.</p> <ul style="list-style-type: none"> <li>• Byelaw 37 - No person shall ply for hire or solicit employment as a golf caddie upon the Commons unless he shall first have been licensed to do so by the Conservators, and he shall hold such licence subject to such regulations as may from time to time be prescribed by the Conservators.</li> <li>• Byelaw 39 - No owner or person in charge of any carriage, saddle-horse, pony, donkey, goat-chaise, motor car, or any other vehicle shall ply for hire upon the Commons, or use the Commons as a standing-place without the permission in writing of the Conservators, and then only at such places and under such regulations as the Conservators may from time to time prescribe.</li> </ul>	<p>Conservators, but not on Sundays after 2pm.</p> <ul style="list-style-type: none"> <li>• Byelaw 39 - No owner or person in charge of any carriage, saddle-horse, pony, donkey, goat-chaise, motor car, or any other vehicle shall ply for hire upon the Commons, or use the Commons as a standing-place without the permission in writing of the Conservators, and then only at such places and under such regulations as the Conservators may from time to time prescribe.</li> </ul>
<p>X. For the prevention of unauthorised persons from passing over the commons or any specified part thereof with vehicles</p>		<ul style="list-style-type: none"> <li>• Byelaw 17 - Except upon roads, cycle paths or parking spaces prescribed for the purpose by the Conservators, no unauthorised person shall draw, drive, ride, stand, or place any wagon, van, cart, carriage, truck, bicycle, tricycle, motor car, or other vehicle upon the Commons, including the footpaths or horse rides traversing the same.</li> <li>• Byelaw 18 - No unauthorised person shall allow to remain stationary on the Commons any carriage, motor car, or other vehicle during the period from</li> </ul>	

## Schedule 2 – WPCC Byelaws

Power to Issue Byelaws (Section 84 of the 1871 Act)	Byelaws Prohibiting or Regulating Use	Byelaws Requiring Authorisation for Use	Byelaws Allowing WPCC to Restrict or Control Use
		half an hour after sunset to half an hour before sunrise.	
<p>XI. Generally for the prevention or restraint of any act or thing tending to the injury or disfigurement of the commons or to interference with the use thereof by the public for purposes of exercise and recreation</p>	<ul style="list-style-type: none"> <li>• Byelaw 40 - No person shall dry or bleach clothes, or other articles, or beat carpets upon the Commons.</li> <li>• Byelaw 41 - No person shall break up or injure the ice on any pond or water on the Commons, or throw or place any stones, earth, or other substance on any such ice so as to render the same less suitable for skating or sliding.</li> <li>• Byelaw 48 - No person shall brawl, fight, quarrel, curse or swear, or use any indecent or improper language, or sell, expose to view, or exhibit any indecent or infamous book, print or publication upon the Commons.</li> <li>• Byelaw 49 - No person shall play a musical instrument or operate a radio or television receiver or device for reproducing recorded sound or images on any part of the Commons so as to be or occasion any nuisance or annoyance to any person.</li> <li>• Byelaw 52 - No person shall commit any nuisance or act in any indecent or disorderly manner on the Commons, or shall sit, lie, rest or sleep on any seat or on any part of the Commons in</li> </ul>	<ul style="list-style-type: none"> <li>• Byelaw 4 - No unauthorised person shall encamp upon the Commons, or erect or place any hut, platform, booth, tent, clothes-poles, hurdles, or other erection, or cause any obstruction thereon.</li> <li>• Byelaw 7 - No unauthorised person or persons whether alone or with others, shall walk, exercise, congregate with, or bring or cause to be brought onto the Commons for any purpose more than four dogs at any one time or otherwise be responsible for any number of dogs such as in the opinion of the Conservators is likely to cause a nuisance or annoyance to other users of the Commons. A person may be authorised by the Conservators in writing free of charge on application for such number of dogs and period as may be specified in the authorisation. The Conservators may refuse authorisation if they reasonably consider that the number of dogs for which permission is applied is such that other users of the Commons are likely to be intimidated in their use of the Commons.</li> </ul>	<ul style="list-style-type: none"> <li>• Byelaw 9 - It shall be lawful for a constable or officer of the Conservators to give a direction to any person in charge of any dog on the Commons to put that dog on a lead if such restraint is reasonably necessary to prevent a nuisance on the Commons or behaviour likely to cause annoyance or disturbance or injury to, or in any way endanger, persons on the Commons and that person shall keep that dog on the lead while on the Commons.</li> <li>• Byelaw 44 - No person shall bathe or wash clothes or other articles in, or fish in, any spring, pond or water on the Commons, except under such conditions, in such places, at such times, and in such a manner as the Conservators shall from time to time prescribe; and no person shall allow his dog to enter any pond or water in which bathing is authorised, or at which a notice by the Conservators prohibiting the swimming of dogs therein is exhibited.</li> <li>• Byelaw 54 - A constable or officer of the Conservators who has reasonable cause to believe that a person is</li> </ul>

## Schedule 2 – WPCC Byelaws

Power to Issue Byelaws (Section 84 of the 1871 Act)	Byelaws Prohibiting or Regulating Use	Byelaws Requiring Authorisation for Use	Byelaws Allowing WPCC to Restrict or Control Use
	<p>an indecent posture, or behave in any manner reasonably likely to offend against public decency.</p> <ul style="list-style-type: none"> <li>• Byelaw 53 - No person shall collect, incite, or take part in any disorderly gathering or assemblage of persons on the Commons, or do, aid, or abet in any act or thing which may be, or tend to the injury or disfigurement of the Commons, or the hurt, or damage of the persons using or frequenting the Commons for purposes of exercise or recreation, or entitled so to use or frequent the same.</li> </ul>	<ul style="list-style-type: none"> <li>• Byelaw 42 - No unauthorised person shall sweep, shovel, cleanse, or interfere in any way with the ice on any pond or water on the Commons, and no unauthorised person shall deposit any chair, seat, stall, truck, or any other thing on or near the ice on any pond or water on the Commons, for the purpose of acquiring money or profit, or so as to interfere with the use of the ice by the public for purposes of exercise and recreation.</li> <li>• Byelaw 46 - No unauthorised person shall: <ul style="list-style-type: none"> <li>a) fly a model aircraft, however launched or propelled,</li> <li>b) or operate a power driven model ship upon the Commons except at such places and subject to such conditions as the Conservators may prescribe.</li> <li>c) operate a metal detector or other instrument or other device designed to locate objects on or under the surface of the Commons.</li> <li>d) No person shall allow his kite to cause annoyance or injury to, or in anyway endanger, persons on the Commons.</li> </ul> <p>subject to such conditions as the Conservators may prescribe.</p> </li> <li>• Byelaw 47 - No unauthorised person shall fire any gun, pistol, or other fire-arm, light any firework, or throw any</li> </ul>	<p>offending or has offended against the Act or these Bye-laws may require such a person to state his name and address and such person shall forthwith furnish his name and address to the said constable or officer.</p> <ul style="list-style-type: none"> <li>• Byelaw 55 - Every person acting or taking any part in the violation of any of the foregoing Bye-laws shall be liable to a penalty not exceeding Level One on the Standard Scale for each offence, and in the case of a continuing offence, every person so continuing such offence shall be liable to a further penalty not exceeding Level One on the Standard Scale for each day, after written notice of the offence, during which the offence continues; and it shall also be lawful for any constable or any officer of the Conservators to remove or exclude from the Commons any person offending against any of the foregoing Bye-laws.</li> <li>• Byelaw 56 - Nothing in these Bye-laws shall take away, abridge, or prejudicially affect any right, power, or authority, vested in the Conservators otherwise than by these Bye-laws, or in the Metropolitan Police or any authority legally existing, to prevent or punish the offences hereinbefore specified.</li> </ul>

**Schedule 2 – WPCC Byelaws**

Power to Issue Byelaws (Section 84 of the 1871 Act)	Byelaws Prohibiting or Regulating Use	Byelaws Requiring Authorisation for Use	Byelaws Allowing WPCC to Restrict or Control Use
		<p>stone, stick, or other missile, upon the Commons, or commit any other act thereon whereby persons using or frequenting the Commons may be endangered, nor have in his possession on the Commons any fire-arm or ammunition or any air-gun or other weapon operated by compressed air or any catapult or sling or bow or arrow.</p> <ul style="list-style-type: none"> <li>• Byelaw 50 - No unauthorised person shall collect, incite, or take part in any gathering or assemblage of persons at any place upon the Commons where it may cause annoyance, inconvenience or obstruction to the lawful use or enjoyment of the Commons by the public for purposes of exercise or recreation.</li> <li>• Byelaw 51 - No alms, donations, contribution or subscriptions of any kind shall be made or given, solicited or collected on the Commons except with the express authority of the Conservators.</li> </ul>	

## Model Heads of Terms

**Wimbledon and Putney Commons Conservators (WPCC)** of Rangers Office, Windmill Road, London, SW19 5NQ (The Landowner)

and

**[INSERT COMPANY NAME]** (company number **[INSERT COMPANY NUMBER]**) of **[INSERT REGISTERED ADDRESS]** (The Hirer)

### 1. AGREEMENT

These heads of terms are not intended to create any legally binding obligations. They are subject to contract, planning and licensing and completion of formally executed legal documentation.

These heads of terms are confidential to the intended parties and to their professional advisors.

### 2. PARTIES

<b>The Landowner</b>	<b>The Hirer</b>
Wimbledon and Putney Commons Conservators Rangers Office, Windmill Road, London, SW19 5NQ  Attn: <b>[INSERT CONTACT NAME]</b> Tel: <b>[INSERT CONTACT NUMBER]</b> Email: <b>[INSERT EMAIL ADDRESS]</b>	<b>[INSERT ADDRESS]</b>  Attn: <b>[INSERT CONTACT NAME]</b> Tel: <b>[INSERT CONTACT NUMBER]</b> Email: <b>[INSERT EMAIL ADDRESS]</b>
<b>Landowner's Solicitor(s)/Legal Representative(s)</b> <b>[INSERT ADDRESS]</b>  Attn: <b>[INSERT CONTACT NAME]</b> Tel: <b>[INSERT CONTACT NUMBER]</b> Email: <b>[INSERT EMAIL ADDRESS]</b>	<b>Tenant's Solicitor(s)/Legal Representative(s)</b> <b>[INSERT ADDRESS]</b>  Attn: <b>[INSERT CONTACT NAME]</b> Tel: <b>[INSERT CONTACT NUMBER]</b> Email: <b>[INSERT EMAIL ADDRESS]</b>

### 3. DEFINITIONS

**Ground Damage Deposit:** means the sum payable by the Hirer to WPCC as security for any damage caused to the Site (fair wear and tear excepted) or any neighbouring property by the Hirer, its Supplier(s), its employees or agents during the Hire Period, or to cover liability arising for WPCC resulting from breach of the Agreement by the Hirer or its Supplier(s).

**Event:** [Title and short summary of the proposed event, for example "The staging of music performances with ancillary bars and food traders for an audience of up to 9,999 people per night (including staff) for up to 3 nights during the Hire Period."]

**Agreement:** means the formal, legally binding, contractual agreement for the hire of the Site between WPCC and the Hirer to be entered into.

**Hire Fee:** means the fee payable by the Hirer, as notified in writing by WPCC when confirming to the Hirer that their application has been accepted.

**Hire Period:** The period during which the hire will begin and end, inclusive of Build, Strike and show running periods.

## Model Heads of Terms

**Commons:** means Wimbledon and Putney Commons.

**Site:** means the area within the Commons designated to be used for the purposes of the Event as further described in the plans annexed to the Event Management Plan and agreed in writing with WPCC in advance of the event.

**Supplier:** means any company, charity or individual(s) engaged by the Hirer to perform any duties or activities at the Event(s), to include any employee, contractor (subcontractor) or agent of the Hirer. To clarify, this will include any artists, traders, concessions, service providers, production suppliers.

### 4. AGREED TERMS

#### APPLICATION

Prior to the date of this Agreement the Hirer has made an application to WPCC to hold the Event on the prescribed application form. If any representation or statement made on the application form is subsequently proven to be materially false or inaccurate, WPCC reserves the right to postpone or cancel the event without any obligation to refund any sum paid to or to compensate the Hirer.

#### SITE

[INSERT DEFINITION OF PROPOSED SITE e.g. "The area of land situated in and forming part of Wimbledon Common as shown on attached map / described in the plans annexed to the Event Management Plan and agreed in writing with WPCC."]

It is agreed that the Hirer will be authorised by WPCC through the grant of this licence to use the Site for the agreed purposes for the duration of the Hire Period, subject to the rights of WPCC to enter the Site to comply with its obligations under the Agreement and to inspect the Site to ensure that the Hirer is complying with its obligations under the Agreement. It is furthermore agreed that no other party will be authorised by WPCC through the grant of a licence to use the Site on or for the duration of the Hire Period. Under the terms of the Wimbledon and Commons Act 1871 and in accordance with Byelaw 28, members of the public must not obstruct or interfere with any area set aside or annoy any persons using any such area though do maintain a right to access such areas.

#### LICENSING AND PERMISSIONS

The Hirer will be responsible for ensuring that all required permissions and licences are acquired in an appropriate and timely manner. This will include, but is not limited to:

- Consent to use WPCC-managed land
- Phonographic Performance Limited (PPL) and Performing Rights Society (PRS)
- Advertising consent
- Planning permission
- Premises Licence or Temporary Events Notice (TEN) may be required by event organisers. The issue of a TEN or premises license does not itself constitute permission to use the land.

#### HIRE PERIOD

WPCC grants exclusive hire of the Site for a [INSERT NUMBER] day Hire Period for the purpose of staging the Event from [DD/MM/YYYY] to [DD/MM/YYYY] (inclusive of Build, Strike and show running periods).

Hire Commences:	[DD/MM/YYYY]
Setup / Build Dates:	[DD/MM/YYYY] to [DD/MM/YYYY]
Setup / Build Times:	[HH:MM] to [HH:MM]
Event Soundcheck Dates:	[DD/MM/YYYY] to [DD/MM/YYYY]
Event Soundcheck Times:	[HH:MM] to [HH:MM]
Event Preview Dates:	[DD/MM/YYYY] to [DD/MM/YYYY]

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Event Preview Operating Times: [HH:MM] to [HH:MM]  
Event Operating Dates: [DD/MM/YYYY] to [DD/MM/YYYY]  
Event Operating Times: [HH:MM] to [HH:MM]  
Event Breakdown Dates: [DD/MM/YYYY] to [DD/MM/YYYY]  
Event Breakdown Times: [HH:MM] to [HH:MM]  
Hire Period Finishes: [DD/MM/YYYY] to [DD/MM/YYYY]  
Post-Event Inspection: [DD/MM/YYYY] to [DD/MM/YYYY]  
If the Hirer wishes to extend the length of the Hire Period this must be agreed in advance with WPCC.

### HIRE FEE

The agreed hire fee is: [£X,XXX.XX] exclusive of VAT.

The Hirer shall pay to WPCC the Hire Fee. For the purposes of clarity: the Hire Fee represents the total cost of the hire of the Site for the duration of the Hire Period (including Build, Strike and show running periods).

Payment of the Hire Fee shall be made at least 28 days in advance of Hire Period commencing.

### ADDITIONAL WORKS

[INSERT DETAILS OF ANY WORKS REQUIRED TO FACILITATE THE EVENT. E.g. "It is agreed that Additional Works are required to tree canopies along the Access Route to facilitate the critical access of large trucks and lorries to the Site.]

The Additional Works will be managed and undertaken by WPCC and completed prior to the start of the Hire Period commencing as a condition of the hire. It is agreed that the Additional Works will be completed to mutually agreed specifications that may be subject to planning. The cost of the Additional Works will be covered by [WPCC/The Hirer].

### UTILITIES

The Hirer may request a connection to the Site's water supply and mains drainage systems. Permission must be sought from WPCC in advance and any additional charges will be met by the Hirer.

The Hirer will ensure that the mains water usage is metered. The Hirer will provide regular updates to WPCC about water usage. This will be recharged to the Hirer at cost price.

### GROUND PROTECTION

WPCC is responsible for ensuring that during the Hire Period, the Site will be readily available to stage the Event, in a safe condition for the holding of the Event, and fully compliant with all applicable law before the start of the Hirer's occupancy.

The Hirer will pay a refundable Ground Damage Deposit against Damage and to cover liability arising for WPCC resulting from breach of the Agreement by the Hirer or its Supplier(s). This deposit amount is: [£X,XXX.XX]

'Damage' would be deemed to be that above the level of wear and tear which would be expected based on an event of [INSERT NUMBER] daily capacity – i.e. wear and tear not requiring remediation would include but is not limited to:

- Shorter grass where footfall has worn grass levels to earth level;
- Discolouration of grass beneath structures;
- Minor surface scuffs or scrapes to soil and grass areas or imprint of trackway.

Damage could include but is not limited to:

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- large holes, tears or tyre channels cut into the grass;
- large holes, dents or markings to park / street furniture.

The Hirer should note that damage to the Commons is not limited to soil and grass, but can include furniture, fencing, gates, walls, buildings, trees, plants or anything of a similar nature.

The Hirer and WPCC will undertake a pre- and post-event Site inspection (to include photographic evidence) to record the condition of the Site immediately before and after its occupancy of the Site. Should any reinstatement or completion of works be required, monies will be held back from the deposit to cover costs. Should costs exceed that of the deposit, WPCC will charge the event organiser for the outstanding balance of costs.

### SUPPLIERS

It is the responsibility of the Hirer to use reputable and competent contractors and suppliers. Event organisers are required to check each Contractor and Supplier's Risk Assessments and Methodology Statements (RAMS) and insurance documents to ensure these are satisfactory and comply with relevant guidance and legislation.

WPCC reserves the right to require an event organiser to submit details of their Contractors and Suppliers along with their RAMS as part of a monitoring process.

WPCC reserves the right to refuse permission for certain Contractors and Suppliers to operate within their venues if there are concerns with safety, security and or quality. WPCC is not liable for additional expenditure that might be incurred as a result of this decision.

### EVENT MANAGEMENT PLAN AND SUPPORTING DOCUMENTS

As a minimum, the Hirer will submit to WPCC in advance of the event:

- Comprehensive Event Management Plans detailing the organisational structure of the Event and method statements on the delivery of the Event;
- Detailed Risk Assessment to include Fire Risk Assessment;
- Site plan and location plan;
- Proof of Public Liability Insurance.

Amongst other things, The Event Management Plan should include the following:

#### Noise

The Hirer will ensure compliance with the noise levels as set by the **[INSERT RELEVANT LOCAL AUTHORITY]** noise officers or as indicated within the premises license. The Hirer will liaise and co-operate with officers from the noise pollution section and respond positively to WPCC or any request from duly authorised officers regarding volume or bass amplitude.

Failure to comply could result in the source of the noise being shut down even if this necessitates the postponement or cancellation of the Event. WPCC accepts no responsibility or liability for the cancellation or closure of an event due to unacceptable noise nuisance.

Music system or band sound checks shall only take place with the prior permission of the noise officers and WPCC and the time of any sound checks shall be agreed in advance.

#### Waste

The Hirer must submit waste management plans to WPCC for approval in advance of the Event. This must include a schedule of waste collection and removal during the build, operating and break days of the Event.

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The Hirer will ensure that the Site is left clear of all litter and refuse on completion of the Event. The Hirer will be responsible for any litter on the Site and in the surrounding areas of the Common that is directly attributable to the event. Any costs incurred by WPCC in removing litter after the event will be charged to the Hirer.

To the extent reasonably practicable, the Hirer will ensure that the maximum amount of waste material from the Event is recycled.

### **Health and Safety**

The Hirer will be responsible for and have a legal duty to ensure the health, safety and welfare of the people attending the Event, as well as that of the employees, contractors and sub-contractors working at the Event. Please refer to the Health and Safety at Work Act 1974 and all associated regulations.

WPCC and its partners have a duty to ensure all relevant health and safety guidance is followed, including checking risk assessments, emergency evacuation plans and method statements. In many cases WPCC or its partners (i.e. local authority, emergency services) may require changes to be made to plans to improve safety at the Event. All health and safety paperwork must be submitted to WPCC as per the application requirements.

### **Safeguarding**

The Hirer will be responsible for ensuring that they have effective safeguarding arrangements to prevent and protect individuals from harm or abuse, regardless of their circumstances. This must include where necessary evidence of appropriate checks having been made through the Disclosure and Barring Services of those people engaged and/or contracted by the Hirer having direct contact with children, young people and vulnerable adults.

### **Traffic/Vehicle Management Plan**

Permission must be sought from WPCC in advance regarding any vehicles accessing the site.

It is a requirement of the Hirer to demonstrate due diligence and proportionate monitoring in regard to vehicles entering and exiting the Site. The Hirer will be expected to submit a Traffic/Vehicle Management Plan, including but not limited to: expected vehicle numbers and locations; details of heavy/large vehicles; details of how vehicles will be managed, including marshalling or ticketing arrangements; parking arrangements.

### **Insurance**

Proof of public liability insurance cover of at least **£5,000,000.00/£10,000,000.00** will be required for the Event, of which evidence must be supplied to WPCC in advance of the Event. The terms of this insurance should completely indemnify the WPCC against any claims, demands, losses or liability that may result from the Hirer's use of the Site.

### **PENALTIES**

The Hirer event must treat the Commons, and surrounding area, with appropriate care and respect and will adhere to all Wimbledon and Putney Commons Byelaws, a copy of which can be found .

If the Hirer cannot adhere to these terms, they may be liable to penalties without prejudice to any other provision of this Agreement. This can include:

- Vandalism of furniture, fencing, gates, walls, buildings, trees, plants or anything of a similar nature in order to facilitate the Event: full cost of repair, plus 10% or £500.00 whichever is greater
- Contravention of driving regulations: £100.00 per occurrence

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- Flyposting: £100.00 per occurrence plus the cost of removal
- Waste and litter left on-site following the Event: full cost of removal, plus 10% or £500.00 whichever is greater
- Unauthorised early access or late exit from the Commons prior to or following the dates shown in this agreement: [£X,XXX.XX] per day
- Unauthorised vehicles parking on-site: £100.00 per occurrence
- Any Event finishing later in the day than agreed as part of the Event Management Plan; £100 per 30 minute of overrun.

### CONSULTATION AND ENGAGEMENT

The Hirer will be required to demonstrate how they plan to notify the local community and local stakeholders, including but not limited to visitors to the common and those who use other facilities available on-site, of the event, and, where required by WPCC, consult with these groups in order to address and mitigate their concerns.

Where required by WPCC, the Hirer may be required to attend a debrief with WPCC personnel and other relevant stakeholders.

### LEGAL COSTS

Each party is responsible for its own legal costs in connection with this Heads of Terms.

Signed: \_\_\_\_\_  
(Duly authorised signatory)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

On Behalf of [The Hirer]

Signed: \_\_\_\_\_  
(Duly authorised signatory)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

On Behalf of Wimbledon and Putney Commons Conservators