

**THIS AGREEMENT** is made the 3<sup>rd</sup> day of **JULY** Two Thousand and Six **BETWEEN** (1) **THE DISTRICT COUNCIL OF PENWITH** of the Council Offices St Clare Penzance Cornwall TR18 3QW ("the Council") and (2) **PENWITH ENVIRONMENTAL NETWORK** represented by Stephanie Rose Elizabeth Hirtenstein of 60, Caldwell's Road, Penzance Cornwall and Michele Jane Cowmeadow of 14 Cornwall Terrace, Penzance Cornwall as signatories ("the Society")

**NOW IT IS AGREED** as follows:-

**1. AGREEMENT FOR ACCESS**

Subject to the observance and performance by the Society of the conditions and obligations specified in the Schedule the Council permits the Society as from the date of this Agreement to enter upon the land ("the Property") at Castle Horneck Lane Penzance Cornwall shown for the purposes of identification edged in red on the plan annexed to this Agreement ("the Plan")

**2. TERM OF AGREEMENT**

This Agreement shall continue subject to termination as provided in Clause 5 below for the period of one year from the date hereof and thereafter from year to year.

**3. PERMITTED USE**

The Society shall only be permitted to enter use and enjoy the Property for the purpose of achieving the aims of the management plan referred to in Clause 1 of the Schedule hereto ("the Management Plan") and no other ("the Permitted Use") and agrees to comply with the conditions and obligations set out in the Schedule.

**4. CONDITIONS MAY BE ADDED TO OR VARIED**

The Council may from time to time add to or vary the conditions and obligations set out in the Schedule as it may consider reasonable for the protection of its property and the good management of the Property by notice in writing to the Society.



PENWITH DISTRICT COUNCIL

THIS IS THE PLAN REFERED TO IN  
THE DEED OF AGREEMENT.....  
DATED 3rd of JULY 2006. ....  
MADE BETWEEN POC.....  
AND Penwith Environmental  
NETWORK

*John*

PROPER OFFICER

## **5. DETERMINATION OF AGREEMENT**

The Council may determine this Agreement without prejudice to any claim it may have against the Society in respect of breach of any of the provisions of the Agreement:

- 5.1 By not less than six months written notice to expire on the date specified in the notice.
- 5.2 At any time by seven days written notice in the event of serious breach of any of the said conditions or obligations.
- 5.3 By immediate written notice in the event of wilful or unnecessary damage to the Council's property.

The Society may determine this Agreement by not less than two months written notice to expire on the date specified in the notice.

## **6. USE AND ENJOYMENT OF THE PROPERTY BY THE COUNCIL**

The Council's use and enjoyment of the Property and all its undertakings on the Property whether carried on by it or by persons authorised directly or indirectly by it shall take precedence over the Permitted Use and the Society shall not be entitled to exclusive possession or occupation for any purpose of the Property or any part of it or be entitled to make any claim or to compensation in respect of any interference with the Permitted Use.

## **7. INDEMNITY**

The Society agrees to indemnify the Council from all or any costs proceedings claims demands loss damage or liability howsoever caused or incurred in connection with the actions of the Society its members and any contractors agents or persons acting with the express or implied authority of the Society in the operation of this Agreement or the use and enjoyment by the Society of the benefits conferred by this Agreement. The Council shall remain responsible for any liability arising through public use of the Property where such liability cannot reasonably be attributable to the actions of the Society or its members contractors or agents such liability of the Council to include that arising from man-made features such as

mine shafts and natural features occurring on the Property and natural occurrences such as falling trees and dangerous animals.

## **8. INSURANCE**

8.1 The Society enters the Property at its own risk and shall take out such insurances as it shall think fit in respect of any loss or damage caused to its members or its members' property.

8.2 The Society shall satisfy the Council that during the whole period of this Agreement the Society and all persons permitted under the terms of this Agreement to enter the Property are adequately covered by insurance in respect of the indemnity in clause 8 of this Agreement and third party liability for a sum of not less than £2m in respect of any one event and shall on request produce for inspection by the Council the policy and premium receipt.

## **9. INTERPRETATION**

9.1 The term Society shall be deemed to include all persons who are or shall become members from time to time of the Society according to its rules or constitution and the persons who are the parties and signatories to this Agreement and the Society shall procure that any member entering the Property shall comply with and accept before entry and shall only do so upon the terms covenants and conditions contained in this Agreement.

9.2 An obligation not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or things to be done and to use its reasonable endeavours to prevent such act or thing being done by a third party.

## **10. COUNCIL'S OBLIGATIONS**

The Council agrees with the Society that during the subsistence of this Agreement, the Council will:-

- i. Indemnify the Society in respect of those matters which are not the responsibility of the Society under clause 7 of this Agreement
- ii. Be responsible for public safety issues including the assessment of risk from mine workings and mine safety works other than those matters within the scope of this Agreement.
- iii. Enforce any bylaws relating to the Property.
- iv. Support the aims of the Society where those aims are conducive to wildlife/nature conservations or fostering the understanding of wildlife/nature conservation.
- v. Keep the Society informed of any relevant correspondence regarding the Property.
- vi. Seek funding for the purpose of achieving the aims of the Management Plan referred to in clause 1 of the schedule hereto and apply such funds as appropriate in accordance with the aims of the said Management Plan.
- vii. Encourage a pro-active approach to safe-guarding the environment.
- viii. Carry out repairs to the infrastructure on the Property including repairs to gates, styles, walls and fencing (including mine shaft fencing).
- ix. The removal of debris from the Property resulting from fly tipping (including the removal from the Property of abandoned vehicles)

**AS WITNESS** whereof the hands of the parties hereto the day and year first before written

## **SCHEDULE**

### Conditions and obligations of the Society

1. To produce in association with the Council a costed management plan incorporating the design of tree planting specification habitat specification and design and location of signage and site interpretation.
2. Co-ordination of work on the property by voluntary organisations to achieve the aims of the management plan produced in association with the Council.
3. Publicity relating to work carried out on the Property and liaison with local schools.

4. To undertake in association with the Council annual site inspections and risk assessments on the Property.
5. To give notice to the Council of any continued act of trespass over any part of the Property.
6. To give to the Council notice of any serious damage to the Property or to any historic features thereon or serious damage or disease to any vegetation growing thereon.
7. To notify the Council forthwith on discovery of any structure matter or remains of historic architectural traditional artistic or archaeological interest on the property and to leave such site undisturbed until authorised by the Council.
8. Do all acts necessary to and comply with all statutes byelaws and regulations whatsoever in force whether directly or indirectly affecting the rights hereby granted.
9. Ensure that the normal activities of the Council or other lawful users of the Property are not disrupted or inconvenienced by the use of the Property in the exercise of the rights granted by this Agreement.
10. Ensure that persons visiting the Property in conjunction with the rights hereby granted at all times act in a proper and orderly manner and further that the vehicles of such persons do not cause any nuisance annoyance or obstruction to the roads adjoining the Property or to other users of the Property.
11. Not to construct or erect upon in or under any part of the Property any building or structure of any description whatsoever or allow any such building or structure to be constructed or erected without the prior written consent of the Council.
12. Not to allow any traps snares or poisonous substances to be set or used on the Property except with the prior written consent of the Council.
13. Not to do or permit to be done on the property anything which may in the opinion of the Council cause a nuisance annoyance disturbance or pollution to adjoining or

neighbouring property arising either directly or indirectly from the rights granted by this Agreement.

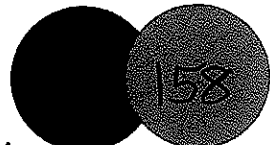
14. Not to drive or ride any motorised vehicle on the Property without the prior consent of the Council.
15. Not to light any fire or do any act which is likely to cause a fire except with the prior permission of the Council under a controlled burning programme.
16. Not to wilfully kill take molest or disturb any animal bird or fish or take or injure any eggs or nests.
17. Not to engage in any operations of or connected with hunting shooting fishing snaring taking or destroying of animals birds or fish or bring or have any engine instrument or apparatus used for hunting shooting fishing snaring taking or destroying animals birds or fish.
18. Not to wilfully damage the Property or anything thereon or therein without the Council's prior consent or unless authorised to do so by the Management Plan.
19. Not to wilfully injure remove or destroy any plant shrub tree or root or any part thereof without the Council's prior consent or unless authorised to do so by the Management Plan.
20. Not to obstruct the flow of any drain or watercourse break through any hedge fence or wall or neglect to shut any gate or to fasten it if any means of so doing is provided.
21. Not to affix or write any advertisement bill placard or notice without the consent of the Council.
22. Not to deposit any rubbish or leave any litter.
23. Not to engage in riotous disorderly illegal immoral or indecent conduct.
24. Not to wantonly disturb annoy or obstruct any person engaged in any lawful occupation.
25. Not to hold any political meeting or deliver any political address.





DATED 3<sup>RD</sup> JULY

2006



**THE DISTRICT COUNCIL OF  
PENWITH**

**TO**

**PENWITH ENVIRONMENTAL  
NETWORK**

**AGREEMENT**

**RE: LAND AT CASTLE HORNECK  
LANE, PENZANCE CORNWALL**

Solicitor  
Penwith District Council  
Council Offices  
St Clare  
PENZANCE  
Cornwall