
CHIDEOCK PARISH COUNCIL

Playing Field Briefing Paper

APPENDIX 1

CONDITIONS and OBLIGATIONS of the GRAFTON BEQUEST

1 Introduction

These 23 clauses are taken word for word from the schedule in the original deed. For this Briefing, they have been grouped under appropriate headings and resequenced but the original schedule number from the deed has been retained.

A.

Clauses involving the Council in Financial Expenditure

3 The Council shall maintain the field and keep it in good order.

11 The boundary to be maintained as a hedge ditch or as a railing masked by hedges or as walls built of natural stone or cob with cement or slate or thatch coping or other material to be approved by the Donors during their lives or by the survivors or survivor of them and after the death of the survivor to be approved by the Council for the Preservation of Rural England.

14 The grass shall be maintained and, when necessary, replenished over nine tenths of the area of the field excluding existing ditches boundaries and existing footpaths.

17 The Council may permit trees shrubs and flowering plants to be planted and seats, childrens appliances for recreation, drinking fountains and other amenities may be erected or installed.

B.

Clauses requiring Supervision and Action by the Council

7 The Council shall take such steps as may be necessary to prevent the public acquiring rights of way over the public footpaths for motor cars, motor cycles and other vehicles or machines driven by mechanical power.

16 No existing trees shall be cut down except to avert proven danger or with the consent of the Donors or the survivors or survivor of them and after the death of the survivor with the consent of the Council for the Preservation of Rural England.

18 The Council shall not permit any unsightly material or rubbish of any description to be deposited or placed on the land nor any rubbish impurities or any foreign matter to be discharged into the adjacent streams rivers or ditches.

C.

Clauses defining the Obligations of the Council

1 The management of the premises to be in the hands of a Committee of Management to be appointed by the Council such Committee to consist of members of the Council, the Church of England Vicar of Chideock for the time being or in the case of his being unable or unwilling to act a person to be nominated by the Parochial Church Council and a person to be nominated by the owner for the time being of Chideock Manor if a Weld or in the event of the owner (being a Weld) being unable or unwilling to act a person representing the Roman Catholic residents in the Parish.

4 The old name of the field namely **Clapps Mead** shall be preserved.

5 The field shall be maintained for ever as an open space and as far as possible in its present aspect.

6 In order to preserve the amenities of the field the public footpaths are to remain unfenced except for temporary periods as required by the Council to further the objects of this deed.

10 No permanent building or structure shall at any time be built, erected or placed upon any part of the field otherwise in accordance with designs and specifications and of materials previously approved by the Donors or the survivors or survivor of them and after the death of the survivor to be approved by the Council for the Preservation of Rural England.

12 No building shall be erected on the field except those desirable for the purposes of a Playing Field for children or places of shelter and rest for older people.

13 No buildings shall be erected on the said land unless constructed of local stone or rendered brick or cob or weather boards and roofed with natural slates, stone, thatch or other material in harmony with the local traditional architecture.

21 No hoarding shall be erected on the land nor shall any posters be exhibited for advertising other than Public Direction Posts or Notice Boards for the protection of the amenities of the field or to advertise information relating to communal village activities.

22 Camping in the field shall not be allowed except with the consent of the Committee of Management in the case of Chideock children and those in charge of them and in connection with Village Fetes.

D.

Clauses safeguarding Donors Rights

2 The Donors shall have the right at any time to erect a Memorial in a position to be selected by them and they and their descendants shall have the right to repair restore or replace such Memorial and the Council will take all reasonable steps to prevent any damage to or defacement or removal of such Memorial.

E.

Clauses Emphasising the obligations of the Council

8 The Council shall not permit persons over the age of fifteen to use the field for games or sport to the hindrance of the enjoyment of the field by younger children except with the consent of the Committee of Management.

9 The Council shall not permit the field to be used as a playground by any school, orphanage, asylum or similar institution having no proper playing ground of its own but this provision shall not prevent the field being used by boy scouts, girl guides and other similar organisations if the Committee of Management think fit.

15 All persons may occasionally be denied access to any part of the field (except public footpaths) for a period limited to that necessary for the purpose of allowing the grass to recover from hard usage or bad condition or for the purpose of organising communal village festivities or festivals.

19 No trade or profession shall be carried on on the property except occasionally in connection with the communal Festivals and Festivities and with the consent of the Committee of Management.

20 No stone shall be quarried nor sand or gravel nor other material dug for except for the purpose of draining the field or for the formation and maintenance of a childrens' playing pond or to allow for the foundations of approved buildings or for sewers and septic tanks or for any other purpose required to supply the needs of the users of the field.

23 The Council shall have the power to impose any restrictions and to permit the field to be used in any way which does not conflict with the foregoing provisions.

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