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DATED 19th March 1979

A G R E E M E N T

relating to

ESTABLISHMENT AND MANAGEMENT

of the

WERNETH LOW COUNTRY PARK

between

HYDE WAR MEMORIAL TRUST

GREATER MANCHESTER COUNTY COUNCIL

and

TAMESIDE METROPOLITAN BOROUGH COUNCIL

D. LEEMING LL.B.
SOLICITOR & DIRECTOR
OF ADMINISTRATION
TOWN HALL
ASHTON-UNDER-LYNE
OL6 6DL.

AHS/KA/BL/

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Eg

THIS AGREEMENT is made the *Nineteenth* day of *March* One thousand nine hundred and seventy nine
BETWEEN the several persons whose names and addresses are set forth in the Schedule hereto being the present Trustees of the Hyde War Memorial Trust (hereinafter referred to as "the Trustees") of the first part THE GREATER MANCHESTER COUNTY COUNCIL (hereinafter referred to as "the County Council") of the second part and THE TAMESIDE METROPOLITAN BOROUGH COUNCIL (hereinafter referred to as "the Borough Council") of the third part



WHEREAS -

- (1) The land known as the Lower Higham Estate including the farmhouse building of Lower Higham Farm shown edged green on the plan attached hereto forms the endowment of the charity known as the Hyde War Memorial Trust and is held as such upon charitable trusts whereof the Trustees are the present trustees
- (2) The Borough Council own lands known as Baron Fields the Higher Higham Estate and Windy Harbour shown respectively edged brown blue and red on the said plan attached
- (3) The County Council exercises with the concurrence of the several district councils in the Metropolitan County of Greater Manchester the powers under the Countryside Act 1968 and other enabling legislation to establish and manage country parks
- (4) The parties hereto wish to provide a country park on the lands above referred to pursuant to the provisions of the Countryside Act 1968

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. THAT a country park shall be provided on the lands at Werneth Low Hyde in the Metropolitan Borough of Tameside in the Metropolitan County of Greater Manchester shown edged green brown blue and red on the plan attached hereto to be known as the Werneth Low Country Park (hereinafter called "the country park")

2. SUBJECT as hereinafter provided the country park shall be established and managed on behalf of the parties hereto by a Committee (hereinafter called "the Management Committee") which shall consist of equal numbers of representatives appointed to serve thereon by the parties hereto. The initial number of representatives from each of the parties hereto shall be five but this number may be varied from time to time by agreement between the said parties

3. THE Management Committee shall be empowered -

- (a) to appoint its own Chairman and if it so decides a Deputy Chairman and shall be served by such officers as may be necessary to be provided as may be agreed by the County Council or the Borough Council
- (b) to appoint sub-committees consisting of members of the Management Committee for any purpose
- (c) to appoint one or more Working Parties consisting of officers of the County Council and the Borough Council and Trustees or officers of the Hyde War Memorial Trust to advise the Management Committee on such matters as shall be referred to it or them
- (d) to appoint wardening and other employees required for the provision and maintenance of the country park under whatever arrangements are currently agreed between the County Council and the several district councils in the Metropolitan County of Greater Manchester in relation to jointly administered country parks or are specially agreed in relation to the country park

4. THE Management Committee shall prepare at such times as may be required an estimate of its expenditure requirements for each annual accounting period and submit the same to the County Council and the County Council hereby agreed to make an allocation of funds subject to the provisions of Clause 7 to the Management Committee and to obtain for any qualifying purposes all grant assistance that may be

available from the Countryside Commission or other sources towards expenditure on the country park or on the provision of facilities or information for visitors resorting thereto PROVIDED NEVERTHELESS

- (a) that the expenditure incurred by the Management Committee may also be met from resources placed at its disposal by the Trustees or by the Borough Council or from gifts or public subscription or any other source
- (b) that until it shall be otherwise determined by the parties hereto the Borough Council shall maintain the buildings at Windy Harbour in a reasonable condition and shall subscribe to the funds of the Management Committee the amount of (or if so agreed the Borough Council shall itself meet directly) the expenditure related to the operation of a municipal golf course at Windy Harbour and the provision of other facilities there for golfers or other persons or for hirers of the Windy Harbour buildings or parts of them and the Borough Council shall be entitled to be credited with the amount of (or to retain if it shall have directly met the said expenditure) such income as may be received from the said operation or provision or hiring

5. THE Trustees hereby agree to designate the said land known as the Lower Higham Estate shown edged green on the said plan and the farmhouse building of Lower Higham Farm as part of the country park subject to the following conditions and to the provisions of Clauses 7 and 8 -

- (a) the said land and building shall at all times during the currency of this agreement be used in such a way as shall accord with the several trusts contained in the Declaration of Trust dated the Eleventh day of February One thousand nine hundred and twenty four and any requirements which may from time to time be stipulated by the Charity Commissioners for England and Wales or by the Trustees

(b) no alteration to the said farmhouse building shall be made unless the Trustees shall first have given their express consent and no additional buildings shall be erected on the land belonging to the Trustees without their prior express consent which consent shall not be unreasonably withheld

(c) the Trustees reserve the right to let parts of the said land for use by Werneth Low Golf Club Limited or for grazing or mowing and to retain any income accruing therefrom provided that this right shall not be exercised by the Trustees in such a way as to cause unreasonable or unnecessary conflict in any way with the access or enjoyment of persons visiting the country park

(d) the Trustees remain solely responsible for the maintenance and repair of the war memorial monument erected on the part of the said land known as the Hacking Knife and for the enclosure in which it stands

6. THE Borough Council hereby agree to designate as part of the country park the three **areas** of land shown edged brown blue and red on the said plan and respectively known as Baron Fields the Higher Higham Estate and Windy Harbour including the buildings at Windy Harbour (hereinafter referred to as "the Borough Council's land") subject to the following conditions and to the provisions of Clauses 7 and 8 -

(a) the Borough Council reserve the right to let parts of the Borough Council's land for grazing or mowing and unless it shall be otherwise determined by the Borough Council any income accruing therefrom will be credited to the accounts of the Management Committee established by this Agreement provided that this right shall not be exercised by the Borough Council in such a way as to cause unreasonable or unnecessary conflict in any way with the access or enjoyment of persons visiting the country park

(b) no alteration to the buildings at Windy Harbour and no change of use or activities on that part of the land at Windy Harbour laid out as a municipal golf course or in the buildings at Windy Harbour shall be made except with the Borough Council's prior consent

(c) for such time as the Borough Council shall be subject to the requirements of proviso (b) to Clause 4 of this Agreement the appointment of the steward at Windy Harbour and any such other employees as are required in connection with the use of part of the land as a municipal golf course or with the use of facilities in the buildings shall be the responsibility of the Borough Council but the Borough Council may should it so desire and without prejudice to its financial commitment delegate the power to make any such appointment to the Management Committee

7. THE County Council in consideration of the agreements and covenants on the part of the Trustees and the Borough Council herein contained hereby covenants with the Trustees and the Borough Council as follows:

(a) to provide the Management Committee each year throughout the currency of this Agreement with a sufficient allocation of funds -

(i) to enable the respective lands of the Trustees and the Borough Council (excluding the buildings at Lower Higham farmhouse and at Windy Harbour referred to and dealt with below but including any buildings which come to be erected within the country park after the date of this Agreement) to be maintained in a reasonable condition having regard to the use of such lands as a country park including necessary boundary or division walls and fences gates stiles footpaths bridleways signposts seats tables or other outdoor facilities provided for visitors; and

(ii) to enable the building at Lower Higham farmhouse to be maintained in a reasonable condition for the use to which it is put as part of the country park as to its fabric and structure and as to its interior furniture and fittings; and if the Management Committee shall in the future agree to alter the use of the buildings or land at Windy Harbour (with the Borough Council's consent under the provisions of Clause 6(b) of this Agreement) to consider the possibility of providing the necessary moneys for or contributing towards the maintenance of those buildings at Windy Harbour with any consequential variation of the Borough Council's own financial commitment in the buildings at Windy Harbour by virtue of Clause 4(b) of this Agreement

In the event of the County Council contributing a proportion of expenditure in respect of the said buildings at Windy Harbour attributable to the use to which they are then put as part of the country park that proportion shall be recommended by the Management Committee to the County Council and the Borough Council and failing agreement shall be referred to arbitration in accordance with Clause 12 hereof

- (b) to accept responsibility subject to the availability of the necessary monies for the acquisition of any additional land found to be required for the country park including the exercise where necessary of any appropriate compulsory purchase powers and for the negotiation of any new rights of way found to be required over land adjacent to the country park or connecting with any existing rights of way which lead to the country park
- (c) to make or enable the Borough Council or Management Committee to make any byelaws or other measures allowed by law for the purposes of regulating the use of the country park for the pleasure or enjoyment of its visitors and so far as may be

practicable (and after consultation with the Borough Council) to make any traffic regulation orders recommended by the Management Committee

8. THE opening of any new footpath or bridleway the siting and construction of any building public lavatory septic tank or public car parking area or the alteration of any public highway involving encroachment which may be required by the Management Committee on or affecting any of the land respectively of the Hyde War Memorial Trust or of the Borough Council shall not be determined or carried out without the previous consent of the Trustees or the Borough Council such consent not to be unreasonably withheld

9. THE Trustees and the Borough Council hereby signify their consent for any person appointed by the Management Committee or the County Council to enter and remain on the lands respectively of the Hyde War Memorial Trust and the Borough Council within the country park for the purpose of inspection and for the purpose of enforcing any byelaws or regulations which affect the said lands or persons visiting the country park

10. THE Trustees and the Borough Council in consideration of the agreements and covenants on the part of the County Council hereby jointly and severally covenant with the County Council for themselves and their successors in title as follows:

- (a) not to sell assign lease or otherwise dispose of (except under the rights respectively reserved by Clauses 5(c) and 6(a)) all or any part of the country park during the currency of this Agreement
- (b) where it is necessary for the owner of the land or a building to make application to an appropriate body for any relevant grant or financial assistance in connection with the country park to make such application with due despatch and to account to the Management Committee for any assistance awarded

11. THIS Agreement shall continue in force in the first instance to the Thirty first day of March Two thousand and twenty and shall thereafter continue until determined by any party giving to the other parties one year's notice in writing to this effect such notice to have effect on the Thirty first day of March

12. IF during the continuance of this Agreement or afterwards any dispute difference or question shall arise between the parties hereto or any of them being a dispute difference or question touching the Agreement or any accounts between the parties hereto or the construction meaning or effect of this Agreement or the rights or liabilities of the parties hereunder or otherwise in relation to the country park then such dispute difference or question shall be referred to arbitration to take place in Manchester such arbitration to be by the decision of a single arbitrator to be agreed upon and appointed by the parties hereto or (failing agreement upon an appointment of such arbitrator) to be appointed by the President for the time being of the Law Society of England and Wales and in either case subject otherwise to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

13. THIS Agreement and all the terms provisions and conditions of this Agreement and all questions of construction validity and performance hereunder shall be governed by English Law

IN WITNESS whereof HUGH T. MASON and DEREK BOOTH being duly authorised by the Trustees on behalf of the Trustees have hereunto set their hands and seals and the County Council and the Borough Council have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE SCHEDULE

(names and addresses of Trustees)

Miss ALMA ADAMS	197 Dowson Road Hyde
DEREK BOOTH	6 Hamnett Street Hyde
Councillor ERIC CHARLES CLARK	7 The Dingle, Hyde
PETER B. DAVENPORT	34 Market Street Hyde
Mrs. JOAN FLOOD	95 Joel Lane Hyde
Reverend JOHN GASKELL	6 Reynold Street Hyde
GEORGE GEE	24 Bowlacre Road Hyde
JOHN G. HACKNEY	12 Grosvenor Road Hyde
Councillor JOHN BROADBENT KEIGHLEY	137 St. Mary's Road Hyde
JAMES KERFOOT	4 Syddall Street Hyde
HUGH T. MASON	Werneth Bungalow, Werneth Low Road Hyde
GEOFFREY H. PICKFORD	1 Corporation Street, Hyde
Doctor JOHN CLIVE SMITH	1 Aspland Road Hyde
Councillor ROBERT HENRY PAUL SMITH	12 Paignton Avenue Hyde
ARNOLD STEWART	49 Joel Lane Hyde

SIGNED SEALED AND DELIVERED)
by the said HUGH T. MASON)
and DEREK BOOTH in the pre))
sence of:-)

Adrienne E. Gallimore
Clerk with
F. Knowles & Sons.
Solicitors
Hyde.

Hugh T. Mason.

Derek Booth

