

Agenda Item No. 11

Dated _____ 2018

Agreement

relating to

War Memorial at St Stephens-by-Saltash church

between

**Incumbent of the Benefice of Saltash in the County of Cornwall and Diocese
Of Truro and the Incumbent's Successors**

First Party

and

The Parochial Church Council of the Parish of St Stephens-by-Saltash

Second Party

and

Saltash Town Council

Third Party

Reference: slo/2tw97/10

 **Veale Wasbrough
Vizards**

This deed is dated 2018

Parties

- (1) Incumbent of the Benefice of Saltash in the County of Cornwall and Diocese Of Truro and the Incumbent's Successors of Church House, Woodlands Court, Truro Business Park, Threemilestone, Truro, TR4 9NH (First Party)
- (2) The Parochial Church Council of the Parish of Stephens-by-Saltash of [Address] (Second Party)
- (3) Saltash Town Council of The Guildhall, Lower Fore Street, Saltash, Cornwall PL12 6JX (Third Party)

WHEREAS:

- (A) The First Party is the freehold owner of the land at St Stephens-by-Saltash church, Saltash, Plymouth PL12 4AP ('the Property').
- (B) The Second Party is the Parochial Church Council and have day to day control and responsibility and carry out maintenance at the church and churchyard.
- (C) The Third Party is the Town Council.
- (D) There is a war memorial located at St Stephens-by-Saltash church and marked X on the plan and detailed in the photographs attached ('the War Memorial').
- (E) The Third Party has agreed to take a transfer of the ownership of the War Memorial and forever after be responsible for its maintenance and upkeep on the terms as set out below.

NOW THIS DEED WITNESSES as follows:

1 Declaration of War Memorial

- 1.1 The War Memorial shall be deemed to be the responsibility and ownership of the Third Party.
- 1.2 The First Party and Second Party shall continue to own and maintain the graveyard and the Church and land beneath the War Memorial.

2 Maintenance and Repair of the War Memorial

- 2.1 The Third Party shall be responsible for the maintenance and repair of War Memorial.
- 2.2 In carrying out any repair works, the Third Party must comply with all laws and the terms of all other licences and consents including the rules of the Consistory Court and must cause as little disturbance and inconvenience as reasonably possible to the First Party and the Second Party.

3 Right of Access

- 3.1 Subject to the Third Party complying with the terms of this Deed, the First Party and/or Second Party must afford to the Third Party and their agents, contractors and workmen all







reasonable access over the Property for the purpose of carrying out the maintenance and repair of the War Memorial subject to all damage being made good to the First Party or Second Party's reasonable satisfaction

4 Maintenance and repair

- 4.1 If the Third Party to this agreement fails to keep the War Memorial in proper repair as required by the First Party or Second Party, his agents contractors and workmen may carry out any maintenance and repair and may recover the cost as a liquidated sum

5 Assignment

- 5.1 The Third Party shall not transfer or assign this Agreement to any other party save that the Third Party can transfer or assign the Agreement to another party carrying out the same statutory functions as the Third Party with the consent of the First Party (such consent not to be unreasonably withheld or delayed).

6 Indemnity

- 6.1 The Third Party indemnifies the First Party and the Second Party against all liabilities which arise wholly or partly in respect of the War Memorial or any of the obligations set out in this Deed including (but not limited to):

6.1.1 Claims in respect of personal injury;

6.1.2 Claims for damage to property; and

6.1.3 Claims arising out of the breach of any statutory requirement.

The parties have today executed this deed.

Executed by The Incumbent of the Benefice of Saltash in the County of Cornwall and Diocese Of Truro and the Incumbent's Successors

.....
Signature of Incumbent

.....
Signature of witness

Name of witness
Address
.....
.....
.....

Executed by
.....
the Chairman presiding and by
Signature of Chairman

and
Signature of Member

.....
Signature of Member
being two members attending a meeting of
The Parochial Church Council of the
Ecclesiastical Parish of Saltash at which a
resolution was passed to execute this Deed in
the presence of:

.....

Signature of witness

Name of witness

.....

Address

.....

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.....

.....

.....

Signed as a deed by [] a
Member of the Town Council in the
presence of:

.....

Signature

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Signature of witness

Name of witness

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Address

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Any signatures on this document are conditional upon the document being dated by or under the
authority of the signatories' solicitor.

