

## **APPENDIX A**

**Working Agreement relating to**

**Churchtown Farm**

**between**

**Antony Estate**

**and**

**Saltash Town Council**

**THIS WORKING AGREEMENT IS DATED .....**

## **1. PARTIES**

The parties to this working Agreement (the Agreement') are:

- 1.1. LYNHER VALLEY PARTNERSHIP as part of Antony Estate of Estate Office, Antony, Torpoint, Cornwall, PL11 3AB (**'Antony Estate'**)
- 1.2. SALTASH TOWN COUNCIL of The Guildhall, 12 Lower Fore St, Saltash PL12 6JX (**'the Council'**)

## **2. THE LAND**

- 2.1. The Working Agreement ('the Agreement') is concerned with the management of Churchtown Farm, Saltash as identified on the Plan which is in the freehold ownership of Lynher Valley Partnership as part of Antony Estate.

## **3. SCOPE OF THE AGREEMENT**

- 3.1. The purpose of the Agreement, which follows the expiry of a tenancy to Cornwall Wildlife Trust, is to enable the continued management of Churchtown Farm as a farmed and wildlife-rich landscape which allows for its enjoyment by the people of Saltash and the wider public.
- 3.2. In the exercise of this Agreement a close working relationship will be fostered between Antony Estate, the Council and 'Friends of Churchtown' as a community group supporting conservation work at Churchtown Farm.

## **4. DURATION**

- 4.1. The Agreement will commence on 1<sup>st</sup> October 2025 and will be for a term of three years, expiring on 30<sup>th</sup> September 2028.

## **5. OBLIGATIONS OF ANTONY ESTATE**

Antony Estate agrees to:

- 5.1. Manage Churchtown Farm including all farming activities, oversight and organisation of conservation work and public access infrastructure.
- 5.2. Allow permissive access for walkers over the areas shaded blue and pink on the Plan together with those areas unshaded, subject to access being restricted at certain times for farming or conservation reasons.
- 5.3. Employ a part-time ranger for a minimum of half a day per week or more if funding allows, with duties as follows:
  - To be the point of contact with the community, to engage proactively with Friends of Churchtown and other local stakeholders including schools, to ensure good management, to raise public awareness of the conservation, farming and

- historic interests of Churchtown, and to enable opportunities for outdoor education, volunteering and social prescribing;
- In collaboration with Friends of Churchtown, to organise provision and maintenance of signage, benches, stiles and other public access infrastructure;
  - To patrol Churchtown Farm and handle operational management issues as they arise, liaising with Antony Estate and local stakeholders as needed.
- 5.4. Establish and participate in a consultation group otherwise comprising the Council, Friends of Churchtown and such other interested parties as may be agreed, to meet at regular intervals not less than two times per year, and more if agreed.
- 5.5. To seek conservation advice and assistance from Cornwall Wildlife Trust so far as this is forthcoming.
- 5.6. To produce, monitor and update as required a health and safety policy for the management of Churchtown Farm and to be responsible for implementing this.
- 5.7. To indemnify the Council and members of the public against all accident or injury or negligent acts or omissions arising out of its management of Churchtown Farm and the exercise of the Agreement, including public liability insurance cover of not less than £10,000,000.

## **6. OBLIGATIONS OF THE COUNCIL**

The Council agrees to:

- 6.1. Pay £14,000 per annum to Antony Estate as a contribution to funding the obligations of Antony Estate and in particular to fund the provision of a part-time ranger, the provision and management of permissive access, any costs associated with conservation work and community engagement and the losses expected from farming and managing the land in a way that allows public access and which benefits wildlife conservation.
- 6.2. This funding will be paid half yearly in arrears in equal instalments on 1<sup>st</sup> April and 1<sup>st</sup> October of each year.

## **7. MUTUAL AGREEMENTS**

### **Public access**

- 7.1. All public access, except for those rights of way shown dashed purple and green on the Plan, is permissive and is for the duration of the Agreement.
- 7.2. Antony Estate may choose at its discretion to submit a S31 Notice under the Highways Act 1980 to Cornwall Council to recognise the extent of public rights of way over the land.
- 7.3. The use of permissive access by members of the public is for walking and quiet exercise and enjoyment only. Picnicking and dog walking is permitted and welcomed provided dogs are kept under close control, with any advisory notices and requests being adhered to. The land is not to be used for any other purpose

including (but not limited to) commercial uses, sporting activities, parties or organised events (other than conservation volunteering or nature walks arranged by Friends of Churchtown) except with the prior written approval of Antony Estate which will be advised to the Council and to Friends of Churchtown. No such activities will be approved that if they might undermine the purposes of the Agreement.

- 7.4. Public access over some areas may be temporarily or seasonally restricted by Antony Estate for farming reasons (e.g. grazing livestock) or conservation reasons (e.g. ground nesting birds) and such restrictions will be notified in advance and including to Friends of Churchtown.

### **Funding and furthering the scope of work**

- 7.5. The funding from the Council will be deployed in pursuance of the obligations of Antony Estate and in particular those purposes described in 6.1.
- 7.6. Antony Estate will report annually to the Council (in addition to its participation in the consultation group) including a summary of its activities and a breakdown of the deployment of funds, with evidence of such spending being provided if required.
- 7.7. It is recognised by the parties that the scope of conservation work and enjoyment of public access may be increased by additional sources of funding being available beyond that committed by the Council and therefore the Estate will endeavour to secure further funding so far as possible.
- 7.8. Antony Estate will cooperate closely with Friends of Churchtown with regard to their ongoing practical input and any funding they may be able to attract, in particular for the maintenance of signs, stiles, gates and benches and also conservation volunteering work.

### **Farming and land management**

- 7.9. Churchtown Farm will be farmed by Antony Estate in a way that is beneficial to wildlife. No fertiliser or pesticides or other chemicals will be used, unless in exceptional circumstances.
- 7.10. The following system of farm management is envisaged, and any significant departure from this will be advised and explained in advance:
- Those fields shaded blue on the Plan will normally be cut for hay after 30<sup>th</sup> June and some may be grazed by cattle.
  - Those fields shaded yellow on the plan may be ploughed and re-seeded with a suitable conservation crop or wildflower grass mix.
  - Those fields shaded pink on the Plan will be managed as rough pasture or scrub.
  - Some field margins may be left un-cut for more than one season.
  - Hedges will be cut and maintained on a less than annual basis (such as two or three yearly) in order to maximise their habitat value whilst ensuring they do not become out of control.
  - Well-used permissive routes will be maintained so that they are passable.

- 7.11. Antony Estate will manage the land under its direct control but may use such contractual arrangements as it chooses to do this. It is envisaged specifically that it will use Agricola Growers Ltd as a farm contractor.

## **8. OTHER MATTERS**

- 8.1. Friends of Churchtown and any other organisation permitted to use the land will be required to provide public liability insurance of at least £5,000,000 and will indemnify Antony Estate against all accident or injury or negligent acts or omissions arising out of its use of Churchtown Farm.
- 8.2. Neither party shall be responsible to the other for any failure or delay in its performance of the Agreement for the period that such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, government orders and restrictions or any other force majeure events.
- 8.3. It is hoped and anticipated by the parties that this Agreement may be renewed at the end of the term but there is no obligation by either party to do so.

## **9. RESERVATIONS AND EXCLUSIONS**

- 9.1. Antony Estate has submitted a planning application relating to an area of Churchtown Farm hatched blue on the Plan for the purposes of a natural burial ground and may withdraw this area in part or as a whole for the purpose of exercising the planning permission if granted.
- 9.2. If Antony Estate pursues any other activities outside the uses of the land envisaged in the Agreement the Council will not unreasonably object provided that such uses are proportionate and do not jeopardise the nature of the Agreement or generally affect the obligations of Antony Estate. In particular the parties note an intention to provide a fenced dog walking area for use by members of the public on part of Churchtown Farm.
- 9.3. Any members of the public whose use of the land is in breach of the purposes of public access in the Agreement or who cause damage or undue annoyance or disturbance (including the worrying of livestock by their dogs) may be prohibited from further access and the Council will support Antony Estate in enforcing such measures so far as they reasonable.

SIGNED BY .....

Rupert Asquith (Trustee)  
For and on behalf of Lynher Valley Partnership

In the presence of .....  
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SIGNED BY .....

Edward peter-Hoblyn (Trustee)  
For and on behalf of Lynher Valley Partnership

In the presence of .....  
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SIGNED BY .....

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For and on behalf of Saltash Town Council

In the presence of .....  
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