



REPORT SUMMARY

Prepared on behalf of Saltash Town Council

Introduction

This report, prepared for Saltash Town Council, examines the Working Agreement with Lynher Valley Partnership regarding Churchtown Farm.

Clause 1 – Parties

The agreement involves Lynher Valley Partnership as the contracting party. The Partnership appears to be a private arrangement without limited entity status. Due diligence on the contracting party's structure and legal ownership of the property is recommended to ensure enforceability, as obligations fall only on the partnership and not the wider estate.

Clause 2 - The Land

The land is highlighted on a plan and requires verification for accuracy. Only permissive public access is granted, which we anticipate is different from the exclusive rights previously held by Cornwall Wildlife Trust under the lease. Clarity on restrictions indicated in later clauses is recommended so they are not too broad.

Clause 3 - Scope of the Agreement

The Agreement outlines the purpose and involves engagement with the Friends of Churchtown group. It is advised that obligations linked to this group extend to the Council, ensuring continuity should that group ceases to exist or change in any way as they are not a contracting party.

Clause 4 – Duration

The Agreement runs from 1 October 2025 to 30 September 2028, with no renewal obligation. Provision for renewal discussions, including a timeline and criteria for success, is recommended. The inclusion of termination rights for breaches or other scenarios is proposed for additional protection as the agreement is currently silent on those issues.

Clause 5 - Obligations of Antony Estate

The Partnership's duties include farming, conservation, public access management, employing a part-time ranger, forming a consultation group, consulting Cornwall Wildlife Trust, implementing health and safety measures, and ensuring public liability insurance (£10M). The

Council might consider expanding the ranger's hours and specifying what they will be, seeking greater involvement in land management decisions, and requiring annual proof of insurance. Provisions for public feedback systems and emergency access are also suggested.

Clause 6 - Obligations of the Council

Saltash Town Council will contribute £14,000 annually, paid in two instalments. It is recommended that the funding is explicitly ring-fenced for the Partnership's obligations under the Agreement.

Clause 7 - Mutual Agreements and Public Access

Public access is permissive, with restrictions for farming or conservation explained through advance communication. Provision is made to ensure no new rights of way are created. The Council could request that permissions for additional activities should be given by consent, not be unreasonably withheld. The Partnership will utilise funding and provide annual reports, though biannual reporting could enhance transparency. Clear routes maintenance and adherence by contractors to the Estate's obligations are advised.

Clause 8 - Other Matters

Third-party public liability insurance (£5M) is required. Provisions for force majeure and a non-obligatory renewal are included. The Council may wish to guarantee consultation rights for planning applications affecting the land to avoid conflicts. Misuse of the land could lead to access restrictions, and further clarification on enforcement mechanisms is advised.

Clause 9 - Reservations and Exclusions

Parts of the land may be excluded if planning permission is granted for a burial ground, and it is suggested that this should require the Council's consultation and perimeter fencing to avoid uncertainty. Details regarding fenced dog-walking areas and impacts on other land use need clarification.

Other Recommendations

Including dispute-resolution mechanisms (e.g. mediation), adding boilerplate provisions for notices, waivers, and jurisdiction, and ensuring any additional funding granted is used to support the agreement are suggested to strengthen the document.

Summary

Key areas for improvement include enhancing the Council involvement, refining consultation and termination provisions, adding dispute-resolution and boilerplate clauses, and improving reporting and enforcement mechanisms.

Coodes Solicitors

22 August 2025