

Dated *2nd January* 2017

---

# AGREEMENT FOR PERMISSIVE ACCESS

---

Section 39 Wildlife and Countryside Act 1981  
Land at Willsworthy  
in the County of Devon

- (1) Dartmoor National Park Authority
- (2) The Secretary of State for Defence

Legal & Democratic Services  
Dartmoor National Park Authority  
Parke, Bovey Tracey,  
Newton Abbot,  
Devon TQ13 9JQ

THIS AGREEMENT is made the 3<sup>rd</sup> day of January 2017  
BETWEEN

1. Dartmoor National Park Authority of Parke, Bovey Tracey, Newton Abbot, Devon, TQ13 9JQ ('the Authority')
2. The Secretary of State for Defence c/o Defence Infrastructure Organisation, Land management Services, Wyvern Barracks, Exeter, Devon EX2 6AR ('the Owner')  
together referred to as "the Parties"

WHEREAS

- (1) Section 39 of the Wildlife and Countryside Act 1981 provides for the making of agreements between persons with an interest in land and a local planning authority for the purpose of conserving or enhancing the natural beauty or amenity of land in the countryside or promoting its enjoyment by the public.
- (2) The Agreement relates to land at Willsworthy ('the Land'), as more particularly shown hatched green on the attached plan ('the Plan') excluding all military infrastructure such as firing range floors and buildings shown hatched red on the Plan.
- (3) The Owner is registered as proprietor with absolute freehold title of the Land under Title Numbers DN609651, DN609634, DN609699 & DN609680.
- (4) The Authority is the local planning authority for the area in which the Land is situated.
- (5) The general aim of the Agreement is to provide for controlled access to the Land on foot and horseback for informal recreational purposes and regularise a permissive footpath alongside the river Tavy.
- (6) The Parties note that the area shown edged red on the Plan is subject to MOD byelaws and that access will be excluded when live firing is taking place

IT IS AGREED as follows:

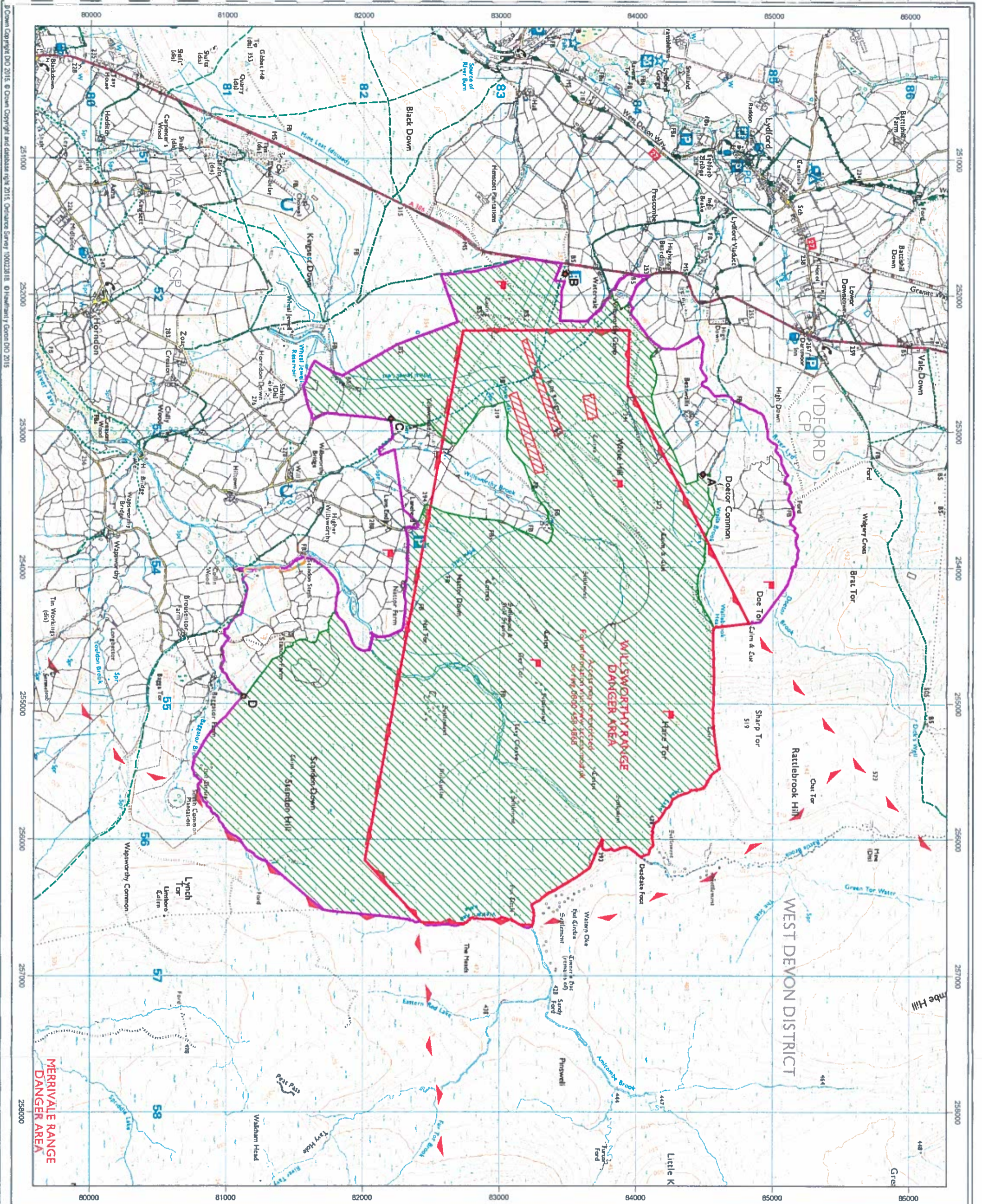
1. Definitions

In this Agreement the following definitions shall apply:

**Access** access by the general public on foot and on horseback

**Land** The land shown hatched green on the Plan, but excluding all military infrastructure such as firing range floors and buildings shown hatched red on the Plan

**Obligations** the obligations described in the Schedules to this Agreement



**Willsworthy Access Agreement**  
Dartmoor

- KEY**
- Range Boundary
  - MOD Owned Land
  - Access Area
  - Permissive Path
  - Out of Bounds to Public at All Times (excluding public footpath)
  - Flag

Scale 1:25,000

**IMPORTANT NOTE ABOUT SCALE**  
The scale ratio stated is accurate when reproduced at A3 size by Geospatial Services. Any other reproduction by conventional or electronic means, e.g. printing from a PDF, may alter the scale of the map. Please check the dimensions of the grid to confirm any change in scale before using measurements.

**PRODUCTION REFERENCE**  
PLEASE ENSURE THAT THE MAP REFERENCE AND VERSION NUMBER ARE QUOTED IN ALL WRITTEN & VERBAL CORRESPONDENCE

Map reference: 2015 00898 Willsworthy Ranges  
Version Number: 2  
Production Date: 24th November 2015  
Drawn By: DIO Data-1a1d Geo Ops Analyst  
Checked By: DIO Data-1a1d Geo Ops Analyst

**GEOSPATIAL SERVICES DATA ANALYTICS & INSIGHT**  
Defence Infrastructure Organisation  
St George's House  
Kingston Road  
SUTTON COLDFIELD B75 7RL  
EMAIL: DIO Data-Geo.Sick@moD.uk

**Permissive Footpath** A footpath alongside the river Tavy from Standon Steps (OS Grid Ref. SX 5393 8158 to SX 5403 8112)  
**Plan** the plan attached to this Agreement  
**1981 Act** the Wildlife and Countryside Act 1981

2. In the interests of facilitating the enjoyment of the countryside by the general public, and in consideration of an annual payment of a peppercorn, the Owner agrees to permit Access to the Land and over the Permissive Footpath
3. This Agreement makes provision for access to the Land by the general public on foot and horseback for informal recreational purposes; and use of the Permissive Footpath by the general public on foot for informal recreational purposes.
4. This Agreement shall be for an initial term of 5 years from 31 March 2013 and shall continue thereafter from year to year until terminated in accordance with paragraph 13 below.
5. This Agreement is made in pursuance of Section 39 of the 1981 Act and all other enabling powers in that behalf.
6. Access by the general public pursuant to this Agreement shall at all times be permissive and not 'as of right'
7. The Authority covenants with the Owner to observe the restrictions and perform the Obligations specified in the First Schedule
8. This Agreement does not constitute an intention by the Owner to declare or dedicate the Land or the Route or any part thereof as a Public Right of Way.
9. The Owner covenants with the Authority to observe the restrictions and perform the Obligations specified in the Second Schedule
10. The Obligations and covenants shall take effect upon the date first before mentioned.
11. The Parties agree that it is their intention that any dog brought onto the Land should be kept under close control at all times
12. The Parties agree that this Agreement shall not authorise or permit any person to install, hide, deposit or leave any item upon the Land
13. This Agreement may be terminated:
  - (a) By the Owner or the Authority, without cause, provided that not less than six months prior notice in writing has been given
  - (b) By the Authority, without notice, if the Owner fails to perform its Obligations under the Agreement, having first been given not less than 30 days notice in writing specifying the alleged failure

- (c) By the Owner if the Authority fails to perform any of its Obligations under the Agreement, having been given not less than 30 days notice in writing specifying the alleged failure
14. The Owner undertakes to notify the Authority within 28 days of any change of ownership, tenancy or interest in the Land.
15. In the event that there shall be a matter of dispute between the Parties which cannot be resolved by discussion, either party may refer that matter for mediation of a decision by an Arbitrator agreed between the parties, or failing agreement within six months, by an Arbitrator appointed to sit as an expert by the Royal Institute of Chartered Surveyors.
16. The Parties agree to bear their own legal costs in this matter.

## FIRST SCHEDULE

### Authority's Obligations

The Authority covenants with the Owner as follows:

- 1 To undertake all reasonable and necessary works to ensure that the surface of the Permissive Footpath remains in a reasonable state of repair suitable for the agreed use and not materially worse than the condition at the date hereof **PROVIDED ALWAYS** that the Authority shall have no duty to repair or make good any damage except that caused or resulting from the agreed use of the Permissive Footpath
- 2 To maintain all field furniture and gates on the Permissive Footpath which facilitate public access and are existing on the date first before mentioned
- 3 To provide and maintain signs on the Land, in locations agreed by the Parties, to explain the access provisions under this Agreement
- 4 To include the Land in normal patrols by the Authority's Ranger Service.

## SECOND SCHEDULE

### Owner's Obligations

The Owner covenants with the Authority as follows:

- 1 Subject to the Willsworthy Range Byelaws 1980 ('MOD Byelaws') or any Byelaws which may replace them, to permit Access over the Land and the Permissive Footpath for the purpose of quiet recreation and enjoyment.
- 2 Except in accordance with the MOD Byelaws, or as is expressly provided for in this Agreement, not to limit or restrict Access over the Land or the Permissive Footpath and in particular not to do or suffer to be done anything on the Land or adjoining the Land whereby Access pursuant to the Agreement is likely to be impeded.

- 3 To be responsible for the management of Access and the safety of all persons on the Land during the operation of the MOD Byelaws.
- 4 To be responsible for the maintenance of all fences and access furniture on the Land, excepting only those on the Permissive Footpath and associated with any public right of way on or over the Land.
- 5 To indemnify the Authority against any claim arising out of Access under the Agreement
- 6 Not to seek to temporarily suspend Access to the Land or the Permissive Footpath save by agreement between the Parties in exceptional circumstances such as:
  - (i) serious damage to conservation value
  - (ii) exceptionally high fire risk
  - (iii) outbreak of notifiable disease
  - (iv) need for harmful or potentially dangerous management operations

Signed and delivered as a Deed:

Signed:  Name: DAVID SHARPE  
Duly Authorised on behalf of the Secretary of State for Defence

Signed:  Name: KEVIN BIRNBY  
Duly Authorised on behalf of the Dartmoor National Park Authority