

This Deed of Grant is made on 200 []

Between:

- (1) **The National Trust for Places of Historic Interest or Natural Beauty** whose office is at Heelis, Kemble Drive, Swindon, SN2 2NA (“**the Trust**”) and
- (2) [Insert name and address of Grantee] (“**the Grantee**”) and

1. DEFINITIONS

In this deed the following terms have the following meanings:

‘Access Way’	an access way not more than [] metres in width across the Trust’s Land in the position shown coloured [] on the Plan [as described in more detail in the Plans and Specifications].
‘the Grantee’s Land’	each and every part of the land at/known as [] shown coloured/edged [] on the Plan, and which is registered with title number []
‘Maintain’	repair, renew, replace, maintain and cleanse. “Maintenance” and Maintaining have a corresponding meaning
‘Plan’	the plan attached to this deed
‘Plans and Specifications’	the plans and specifications attached to this deed and numbered [] and dated []
‘Price’	the sum of [] pounds (£[]) together with Value Added Tax (if applicable)
‘Rights’	the right, but only for as long as the Grantee’s land is used only as [a single private dwelling house] to use the Access Way at all times, with or without vehicles, to get to and from the Grantee’s Land
‘Service Media’	pipes, wires, cables, drains, conduits, and any other service media or security systems
‘the Title Matters’	[the entries in the Registers of the Trust’s title to the Trust’s Land] [a lease/an agricultural tenancy dated [] between (1) [] and (2) []] [the matters contained or referred to in a conveyance/deed [of grant] dated [] between (1) [] and (2) []]
‘the Trust’s Land’	Means each and every part of that land at/known as [] shown coloured/edged [] on the Plan, and which is registered with title number []. The term “the Trust’s Land” includes the Access Way
‘VAT’	Value Added Tax or any tax levied in substitution for or supplemental to it.

2. INTERPRETATION

- 2.1 “the Trust” and “the Grantee”, include the successors in title of the Trust and the Grantee respectively.
- 2.2 Whenever the Trust is more than one person or body, or the Grantee is more than one person or body, all the obligations of (as the case may be) the Trust or the Grantee in this deed can be enforced against all of the people or bodies jointly and against each individually;
- 2.3 Where the Trust or the Grantee agrees not to do something that includes an agreement not to allow anyone else to do that thing;
- 2.4 Except as otherwise provided for in this deed, any payments referred to in this Lease shall be exclusive of VAT and VAT shall, where chargeable, be paid in addition;
- 2.5 Headings are included for ease of reading only and do not affect the meaning of any provision in this deed;
- 2.6 The obligations assumed by the Grantee in this deed are assumed on behalf of himself and his successors in title with the Trust and the Trust’s successor in title, so as to bind the Grantee’s Land for the benefit and protection of the Trust’s Land at all times after the date of this deed.
- 2.7 The Trust’s Land is held by, or in trust for a charity by the Trust and the charity is not an exempt charity and this Deed of Grant is one falling within paragraph (a) of subsection (9) of section 36 of the Charities Act 1993.

3. BACKGROUND

- 3.1 The Trust owns the freehold of the Trust's Land.
- 3.2 The Grantee owns the freehold of the Grantee's Land.
- 3.3 The Trust has agreed to grant the Grantee the Rights out of the Trust's Land for the benefit of the Grantee's Land.

4. GRANT

- 4.1 The Grantee:
 - 4.1.1 has paid the Price to the Trust, and
 - 4.1.2 agrees to comply with the Grantee's obligations in this deed.
- 4.2 In return, the Trust:
 - 4.2.1 acknowledges receipt of the Price, and
 - 4.2.2 grants the Rights to the Grantee, subject to the matters set out in **clause 5**.

5. MATTERS TO WHICH THE RIGHTS ARE SUBJECT

The Rights are subject to:

- 5.1 the Grantee complying with its obligations under this deed;
- 5.2 any consents which may be required in order to use the Rights;
- 5.3 [the Title Matters and] any other existing rights which any other person has over the Trust's Land, and
- 5.4 the right of the Trust at any time, at its own expense, to reroute the Access Way, either temporarily or permanently, along such alternative route as the Trust requires. If the Trust does reroute the Access Way:
 - 5.4.1 the new Access Way must not be materially less convenient for the Grantee than the one which it replaces;
 - 5.4.2 references in this deed to the Access Way shall, where the context admits, be treated as references to the Access Way as rerouted, and
 - 5.4.3 the Grantee will at the Trust's request and expense enter into a deed of variation of this grant (or if appropriate a new deed) recording the rerouting of the Access Way.

6. PAYMENTS

Grantee's obligations

- 6.1 The Grantee must:
 - 6.1.1 pay (or, if the Trust initially pays such items, reimburse the Trust for) all existing and future rates, taxes and charges which may at any time after the date of this deed be assessed, charged or imposed in relation to the Rights;
 - 6.1.2 pay the reasonable legal costs and surveyor's costs of the Trust on completion of this deed;
 - 6.1.3 pay any VAT chargeable on any service provided to the Grantee in connection with this deed and the arrangements to which it relates, and reimburse the Trust for any VAT incurred on any payment made by the Trust where the Grantee agrees in this deed to reimburse the Trust for that payment, and
 - 6.1.4 pay or reimburse to the Trust all costs, losses, claims, proceedings, expenses or other liability incurred by the Trust and arising in any way from:
 - a. any breach of the Grantee's obligations contained in this deed, or
 - b. any act neglect default or omission by the Grantee or any person using the Access Way with the consent of the Grantee.

7. MAINTAINING THE ACCESS WAY

Grantee's obligations

- 7.1 The Grantee must pay a fair proportion according to use of the costs of Maintaining the Access Way.

Other provisions

- 7.2 The Trust and the Grantee agree that:
 - 7.2.1 nothing in this deed implies or warrants that the Trust is, or will in the future be, responsible for Maintaining the Access Way, and
 - 7.2.2 the Trust shall have no liability to the Grantee arising whether directly or indirectly out of the state of repair or condition of the Access Way.

8. USE OF THE ACCESS WAY

Grantee's obligations

- 8.1 The Grantee must:
- 8.1.1 obtain all necessary consents for or relating to the use of the Rights;
 - 8.1.2 use the Rights in such manner as to do as little damage as possible to the Trust's Land or any Service Media on, under or in it;
 - 8.1.3 remedy as soon as possible to the reasonable satisfaction of the Trust any damage caused by the use of the Rights, and
 - 8.1.4 fully compensate the Trust and any tenant of all or part of the Trust's Land for any damage caused to the Trust's Land or any Service Media on, under or in it that is not remedied to the reasonable satisfaction of the Trust.
- 8.2 The Grantee must not:
- 8.2.1 park any vehicle on the Access Way or any part of the Trust's Land;
 - 8.2.2 construct or leave anything on the Trust's Land, or
 - 8.2.3 interfere with the use of the Trust's Land.

Other provisions

- 8.3 The Rights are not granted exclusively to the Grantee, and the Trust, anyone authorised by the Trust, and anyone else entitled to do so may also use the Access Way.

9. COMPLYING WITH LEGISLATION

Grantee's obligations

- 9.1 The Grantee must:
- 9.1.1 at the Grantee's own expense comply with all statutory requirements and notices which may be relevant to the Rights and which are served on the Grantee or the Trust or any tenant of the Trust's Land by any competent authority, and
 - 9.1.2 at the Grantee's own expense do anything which may be directed by any such authority to be done to (or to be done relating to) the Access Way.

10. COMMUNICATIONS

The Trust and the Grantee agree that all communications relating to this Deed must be in writing and will:

- 10.1 if they are to be served on the Trust, be served on it at its Regional Office at [] or such other address as the Trust may from time to time notify the Grantee as being its address for service for the purposes of this deed
- 10.2 if they are to be served on the Grantee, be served on the Grantee at [] or such other address as the Grantee may from time to time notify the Trust as being its address for service for the purposes of this deed.

11. REGISTRATION AT HM LAND REGISTRY

Grantee's obligations

- 11.1 The Grantee must:
- 11.1.1 where the Trust's title is registered, apply to HM Land Registry for the entry of notice of the rights granted by this deed in the Charges Register of Title Number [], and
 - 11.1.2 where the Grantee's title is registered, apply for the entry of the Rights in the Property Register of Title Number [] as benefiting the land in that title.

12. PERPETUITY PERIOD

The parties to this Deed agree and declare that the Rights can only be exercised if they come into existence within a period of 80 years from the date of this deed, which period is the perpetuity period for the purposes of this deed.

THE COMMON SEAL of **THE NATIONAL**)
TRUST FOR PLACES OF HISTORIC)
INTEREST OR NATURAL BEAUTY)
was affixed to this deed in the presence of:-)

Authorised Signatory

Number in Sealing Register

Signed as a Deed by **{name}**
in the presence of:-

Witness' Signature.....

Witness' Name.....

Witness' Address.....

Witness' Occupation.....