

Management Agreement

DATED: 19 June 2014

Much Wenlock Town Council

AND

Gaskell Recreation Ground Much Wenlock

MANAGEMENT AGREEMENT

- relating to -

the Gaskell Recreation Ground Much Wenlock

- PARTIES:
- (1) Councillors of
Much Wenlock Town Council
("the Town Council")
 - (2) Trustees of
The Gaskell Recreation Ground Much Wenlock
("the Managers")

RECITALS

- (A) The Town Council is the freehold owner of all that land known as the Gaskell Recreation Ground (hereinafter called the "Ground") registered with the Land Registry No. SL291585 which for the purposes of identification only is edged yellow on the plan annexed hereto.
- (B) The objectives of the Gaskell Recreation Ground Much Wenlock as a registered charity include the protection of the playing field, playground, and open space.
- (C) The Town Council wishes to nominate the Managers to manage the Playing Field on behalf of the Town Council and the Managers have agreed to provide such services.
- (D) The Gaskell Recreation Ground is land forming part of the permanent endowment of the donor (Mary Ward) and as such is subject to the Charities Act 2011.

NOW IT IS HEREBY AGREED as follows:

1. Term

This Agreement shall commence on the date hereof and (subject as hereinafter provided) continue until a date 12 months after the giving by either party to the other of notice of its intention to terminate this Agreement. This Agreement will be reviewed at least annually.

2. Services

The Managers agree with the Town Council as follows:

- (1) To ensure that the Ground shall be used for general leisure activities and entertainment in keeping with the town's heritage of sporting activities.
- (2) To keep the Ground in a good state of repair through proper maintenance of grass and other playing surfaces and to keep it and any pathway included therein or abutting thereon to a suitable standard for pedestrian access and, where applicable, disabled access.
- (3) To keep every hedge properly cut and trimmed all ditches and drains properly cleansed and maintain and keep in repair any fences and any gates in and around the Ground.
- (4) To keep any items or outdoor children's playground equipment in a good and safe state of order and in accordance with the recommendations from time to time prevailing of the Ground, and to ensure that the equipment meets current Health & Safety Executive Regulations.
- (5) That it will not do or make any excavations or construction works other than works for the proper maintenance and upkeep of the site or as may be necessary for levelling and relaying a portion of the Ground for a cricket pitch without the written consent of the donor.
- (6) Not without the Town Council's previous written consent to cut down or injure any trees plants bushes or hedges or permanently remove any soil clay and or any other materials from the Ground.
- (7) To plant and keep planted trees or shrubs on the Ground as shown on the agreed management "Arboricultural Plan" and to keep the said trees or shrubs lopped trimmed or cut and in a tidy condition.
- (8) Any officer or agent of the Town Council shall have the right at any time and when so directed by the Managers to enter and inspect the Ground.

- (9) If the Managers fail after a report to it arising from such an inspection to comply with the provisions of this Agreement specified in that report in the manner there specified the Town Council shall be entitled to enter the Ground to carry out such works as are necessary at the cost of the Town Council to ensure compliance with the terms of this Agreement.
- (10) To pay and discharge all rates taxes assessments impositions duties charges and outgoings of a periodically recurring and non-capital nature whether parliamentary local or otherwise which are now or may hereafter become payable during the currency of this Agreement.
- (11) The management of dogs on the Ground should meet the current legislative requirements.
- (12) Not to erect any temporary or permanent building or other structure upon the Ground without the written consent of the donor. [See 2(5) above.]
- (13) To insure and keep insured the Property and all buildings and other structures erected or to be erected on the Ground from loss or damage by fire and other physical perils and all other usual risks as the Town Council may reasonably require to the full reinstatement value thereof and to effect public liability insurance to a minimum cover of £10 million to the current annual requirement proposed by the Managers to the Town Council. The Tenant shall pay all premiums due within 14 days of the due date and shall produce to the Town Council or its duly authorised agent on demand such insurance policies and the receipt for the last premium payments and cause all monies received under the appropriate insurance to be forthwith laid out and applied in rebuilding and reinstating all such buildings and making good any damage to the Property and to make good from the Tenant's own funds any shortfalls.
- (14) Each year the Treasurer of the charity shall deliver to the Town Council copies of its annual accounts relating solely to the Ground including a complete statement of all income and expenditure in respect of the land during the preceding year and a report setting out the condition of the Ground and any fences or walls surrounding the same and the manner in which the Ground has been held during that year including lists of all the users of all the facilities.
- (15) Upon receipt of any notice, order, direction, or other thing from any competent authority likely to affect the Ground forthwith to notify the Town Council of such notice, order, direction or other thing.
- (16) The Managers shall erect a notice on the Ground relating to the background of the Ground if the Town Council so requests.

(17) No advertising or hoardings shall be permitted on the Ground without the written consent of the Town Council.

3. Notice

Agreement shall be in writing and shall be deemed to be sufficiently served by either party hereto if delivered or if sent by prepaid registered mail to the other party at its registered office for the time being or and if posted first class shall be deemed to have been served on the day after the day of posting.

4. Application of Income

Any monies accruing to the Managers out of the use of the Ground or out of the use of any items of equipment thereon must be declared to the Town Council and included in the Accounts referred to in Clause 2 sub-clause (14) above and any surplus in the Accounts for the year shall be used only for the maintenance or improvement of the Ground.

5. Users of the Gaskell Recreation Ground

No person or body whatever shall be granted or obtain exclusive rights of use over the Ground or any part thereof or items of equipment thereon other than at such times approved by the Managers where exclusive use for a specified time is necessary for the proper use of a specific facility or for essential maintenance operations and at all other times reasonable access must be made available for the general public to the Ground and all its facilities.

6. Regulations

The use by the public of the Ground shall be at all times in accordance with such regulations as shall be devised from time to time by agreement between the Managers and the Town Council and the Managers shall not be entitled to impose any new regulation in connection with the use of the Ground without prior consent in writing of the Town Council.

7. Entire Agreement

This Agreement constitutes the entire Agreement between the Town Council and the Managers concerning the subject matter hereof and may only be varied by the written agreement signed by both parties.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first before written

Signed for and on behalf of

Much Wenlock Town Council

Mayor

Deputy Mayor

Town Clerk

Signed for and on behalf of

The Gaskell Recreation Ground Much Wenlock

Chairman

Secretary