

Management Agreement

between

Roborough Community Property Association Ltd (RCPAL)

and

Roborough Parish Council (RPC) as Custodian Trustees for Roborough Playing Field

This management agreement is dated 1st April 2019

Parties

(1) **Roborough Community Property Association Ltd (RCPAL)**

(2) **Roborough Parish Council (RPC) as Custodian Trustees for Roborough Playing Field**

Background:

The Roborough Parish Council own the property known as Roborough Playing Field which is that parcel of land PTOS 8711 edged magenta on plan RCPAL C1B dated 1st December 2018. (RPF).

The RCPAL own those two fields adjacent to the southern and eastern boundaries of the RPF edged red on plan RCPAL C1B dated 1st December 2018. (RCPALL).

The RCPAL has secured planning permission on both the RCPALL and RPF to improve the amenity facilities on same and the purpose of this agreement is to enable the RCPAL to carry out it's obligations in the section 106 agreement accompanying the planning permission as the organisation that is responsible for the provision and maintenance of said facilities on the RPF.

1. Definitions and Interpretation:

The following definitions apply to this Agreement (unless the context requires otherwise):-

Best Practice: the degree of skill, care, diligence and prudence reasonably expected from experienced and competent persons engaged in the provision of services similar to the Services under similar circumstances and condition.

Services: the Services as defined in this Agreement.

Term: the period during which this Agreement is in force and effect pursuant to the provisions of clause 4 of this Agreement.

- 1.2 The rules of interpretation in this clause apply to this Agreement.
- 1.3 Clause and schedule headings do not affect the interpretation of this Agreement and except where a contrary intention appears, a reference to a clause or to a schedule is to a clause of, or schedule to this Agreement.
- 1.4 Words and expressions in the singular shall include the plural and vice versa; words importing any gender shall include every gender; references to a person shall include bodies corporate, unincorporated associations, trusts, individuals, partnerships and any combinations thereof.
- 1.5 Unless otherwise specified, a reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force together with all orders, notices, codes of practice and guidance made under it.

- 1.6 A reference to laws in general is to all local and national laws in force for the time being.
- 1.7 Any obligation in this Agreement on the RCPAL not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

2.0 Services to be provided under this Agreement

2.1 The RCPAL shall, with effect from the date hereof and during the Term, provide the Services in accordance with the terms and conditions set out in this Agreement and in accordance with Best Practice.

2.2 The services will include the following:

(a) To provide and maintain additional facilities and carry out works on the RPF. In doing so the RCPAL will continue to liaise with the parish by parish consultation on the provision of amenity facilities on the RPF and reserves the right to alter and amend the layout of any facilities on the RPF after such consultation without recourse to the RPC.

(b) To employ a competent person or company to carry out annual safety checks on all equipment on both the RPF and the RCPALL, ensure the RPC have a copy of the report, and to carry out the recommendations therein.

(c) To maintain the boundaries on the north, east and west sides of the RPF.

(d) To carry out grass cutting on the RPF.

(e) To mark the east and west ends of the southern boundary of the RPF with permanent galvanised steel poles 1.2m high for the avoidance of doubt of the boundary's whereabouts in the future.

(f) The existing gateway, gates and commemorating brick pillars halfway along the northern boundary are to be retained and maintained.

3.0 Legislative Compliance:

3.1 The RCPAL shall comply with any legislative requirements that they are required to meet including, but not limited to, The Health and Safety at Work Act 1974 and any other Act, Regulations, Directives or orders required by law.

4.0 Property

4.1 The RPC will continue to own the RPF in perpetuity on behalf of the community of Roborough.

4.2 The RPC hereby grants RCPAL access (as is required for the provision of the Services) to the Property for the Term.

5.0 Term and Termination

5.1 This Agreement shall be deemed to have commenced on the date hereof and shall continue in force until terminated in accordance with the provisions of this clause 4.

5.2 The RPC may at any time terminate this Agreement with immediate effect if the RCPAL commits a material breach of this Agreement and fails to remedy such breach within 30 days of the notice being given of such a breach.

- 5.3 The RPC may terminate this Agreement at any time on giving not less than 12 months prior written notice to the RCPAL.
- 5.4 The RCPAL may terminate this Agreement at any time on not giving not less than 12 months' prior written notice to the RPC.
- 5.5 Upon termination of this Agreement howsoever arising, all rights and obligations hereunder shall immediately cease and determine without prejudice to any rights of action then accrued hereunder.

6.0 Liability:

- 6.1 The RPC will continue to hold adequate public liability insurance on the RPF.
- 6.2 The RCPAL will hold adequate public liability insurance on the RCPALL.
- 6.3 Both parties to confirm to each other that said insurances are in place and maintained for the term of this agreement.
- 6.4 Nothing in this agreement shall exclude the RCPAL's liability for death or personal injury caused by its negligence or the negligence of its officers, employees, volunteers, agents or sub-contractors or anyone else on the property with their express or implied permission.
- 6.5 The RCPAL shall indemnify and keep indemnified the RPC from and against any and all losses, damages, claims, cost, expenses and other liabilities whatsoever and howsoever arising as a result of or in connection with any claims or proceedings brought against the RPC by any persons as a result of or in connection with any act, omission or default of the RCPAL or any person or representatives invited onto the RPF by the RCPAL.

7.0 Compliance with statutes

- 7.1 The RCPAL shall comply in all respects with all statutes for the time being in force and the requirements of any statutory or competent authority relating to the Property and/or the provision of the Services and shall indemnify the RPC against liability by reason of failure to comply with them.
- 7.2 The RCPAL hereby acknowledges that responsibility for the enforcement of any and all bye-laws relating to and affecting the Property lies with the RPC and that the RPC shall attract no liability for any losses, damages, claims, costs, expenses and other liabilities whatsoever and howsoever arising as a result of the RCPAL and/or any of its members, volunteers or employees seeking to enforce any bye-laws relating to and affecting the Property.

8.0 Notices:

- 8.1 All notices given by the parties shall be in writing and shall be sufficiently served or delivered to the RPC at the serving Clerks address and to the RCPAL at the serving secretary's address.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

For the RCPAL

Name:

Signature:

Date:

Name:

Signature:

Date:

For the RPC

Name:

Signature:

Date:

Name:

Signature:

Date:

Name:

Signature:

Date:

Witnessed by the Clerk:

Name:

Signature:

Date:

