

Risinghurst Playing Fields Charity 1196270

DATED 28th July 2022

MANAGEMENT AGREEMENT

BETWEEN

- (1) **Risinghurst and Sandhills Parish Council** as Trustee ("**the Trustee**") of Risinghurst Playing Fields Charity (Registered Charitable Incorporate Organisation with Charity Number 1196270) ("**the Charity**") and
- (2) **Risinghurst and Sandhills Parish Council** of Community Centre, Kiln Lane, Oxford OX3 8EY ("**the Council**")

RECITALS

- A. The Trustee is the sole Managing Trustee of the Charity.
- B. The Trustee has requested that the Council undertake the day-to-day management of the public recreation ground and the maintenance of the same on behalf of and for the benefit of the Charity as they have limited funds and would otherwise rely upon grants given by the Council and third parties
- C. The Council has resolved that as the facilities offered by Charity are for the benefit of the parish it will undertake the day-to-day management and the maintenance and other works required on the basis set out in this Agreement
- D. The Trustee enters into this Agreement pursuant to section 297 of the Charities Act 2011

OPERATIVE PROVISIONS

1. Definitions and interpretation

In this Agreement the following terms shall, except so far as the context otherwise requires, have the following meanings:

"the Period"	means from the date of this Agreement for a period of 1 year and thereafter until determined in accordance with Clause 3
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2. **Agreement**

- 2.1. It is agreed by the Trustee that the Council shall manage and be responsible recreation ground for the Period
- 2.2. The Council will maintain the public recreation ground for the benefit of the inhabitants of Risinghurst and Sandhills Parish Council and the neighbourhood without distinction of sex or of political religious or other opinions
- 2.3.1 The Council will maintain the recreation ground in the condition that is no worse than as exists at the date of this Agreement and will maintain all structures in a good and substantial state of repair and condition replacing any structure or part of a structure which is beyond economic repair unless requested not to do so by a duly constituted meeting of the Trustee
- 2.3.2 The Council will not erect or permit to be erected any new structure on the recreation ground other than those in respect of which it has consent at the date of this Agreement without the previous written consent of the Trustee
- 2.4. The Council will take all reasonable steps to prevent nuisance and disorder and in particular to prevent any use which may be or become a nuisance or annoyance to the immediate neighbourhood of the recreation ground
- 2.5. The Council will impose on any person or organization which uses the facilities on recreation ground those terms of hire rules and conditions (if any) as have previously been imposed by the Trustee subject to any additional terms
- 2.6. All expenses incurred by the Council in the care and management of recreation ground will be paid by the Council who shall be entitled to be paid the income received from the recreation ground as from the date of this Agreement. In so far as any income received by the Council shall exceed the expenses the same shall belong to and be paid to the Charity unless the same is reasonably required for future expenses
- 2.7. The Council will effect such insurance as it shall deem appropriate and carry out risk assessments in accordance with the requirements of their insurers and comply with the requirements of such insurers from time to time
- 2.8. The Council will indemnify the Trustee against any expense liability loss claim or proceedings arising under any statute or at common law in respect of any injury or damage to any person or property arising out of the use and enjoyment of the recreation ground

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- 2.9. Any works undertaken by the Council shall be carried out in a workmanlike manner and the Council shall at all times ensure that all current legislation relating to Health and Safety and other provisions designed for the safety of the public is complied with

3. **Termination**

The rights granted in clause 2 shall determine as follows:

- 3.1 immediately on the service of notice by the Trustee on the Council at any time following any breach by the Council of its undertakings contained in Clause 2
- 3.2 on 3 months notice served by the Trustee on the Council
- 3.3 by 6 months notice served by the Council on the Trustee,
- 3.4 All notices served by either party pursuant to the provisions of this Agreement shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Clerk to the Parish Council and to the Secretary of the Trustee as notified to the Council from time to time.