

Contract Agreement between Houghton & Wyton Cricket Club and Houghton & Wyton Parish Council, effective from 1/4/17

1. PRINCIPAL CONSIDERATIONS

In consideration for the use of the assets owned and leased by the Parish Council the Cricket Club undertakes to:

- 1.1** Prepare and maintain at its cost the Cricket pitch and wickets in a condition which is fit for purpose. The Club therefore assumes full management responsibility and accountability in order to achieve this objective.
- 1.2** In return for its use of the Parish Council's storage compound to maintain its own building in a serviceable condition and to share responsibility equally with the Parish Council for all reasonable costs to keep the compound in a secure, presentable and fit for purpose condition. (See para. 2.5)
- 1.3** Procure and maintain at its cost all equipment, structures and apparatus which the Cricket Club own in a safe and compliant condition. To abide by any agreements made with the Parish Council for the storage of equipment.
- 1.4** Pay the Parish Council for the Clubs use of the Sports Pavilion for its Club sporting activities, fund raising activities and committee meetings on the following terms: 35% of 80% of the preceding financial year's actual costs paid by the Parish Council. (See Appendix 1)

2. PARISH COUNCIL PRINCIPAL OBLIGATIONS

The Parish Council as the owner and leaseholder of the Playing Field and owner of the Pavilion will support the Sports Clubs and provide a benefit to the community by:

At its cost

- 2.1** Maintaining the Pavilion fabric and its facilities to a serviceable standard by making an annual provision calculated at a minimum of 1% of its deemed capital value. A Service Level Agreement will be drawn up to reflect the expectations that both parties mutually agree upon.
- 2.2** Maintaining the condition of the Playing Fields as fit for purpose as a general recreational facility.
- 2.3** Maintaining the perimeter outfield and hedgerows in reasonable order.
- 2.4** Maintaining the car park and paths as fit for purpose.
- 2.5** Maintaining and replacing those enclosures around the Bowling Green and storage compound which duplicate or act as boundary fences with neighbouring 3rd party properties.
- 2.6** Maintaining the children's play equipment and grounds in a good and compliant condition.
- 2.7** Providing and maintaining security systems for particular and general purposes as deemed necessary by the Parish Council.

- 2.8** Maintaining the function of the well and water pump for as long as practicable. Access to the water via the pump will be free & unfettered for use by the Cricket and Bowls Club.

And

- 2.9** Fulfil all the obligations and annual appreciating fees of the lease with the freeholders.
- 2.10** Cover all insurance risks relating to the Playing Field, eg public liability.
- 2.11** Act as the agent for all matters which require liaison with the statutory authorities, eg planning.
- 2.12** Carry out all administrative tasks necessary to ensure effective management of the assets.
- 2.13** Bring forward this contract for review before its second anniversary. This contract will nominally reflect a two year period.

3. PAYMENT TERMS

- 3.1.** Invoices for contributions towards the operating costs of the Sports Pavilion will be issued as soon as verifiable Parish Council accounts are available at the start of the Financial Year (Apr-Mar).
- 3.2.** Payments will be made within 30 days of the invoice date unless the club formally requests to spread the costs over the year. Payment in full must be received by 31 December of that Financial Year. This agreement would not attract interest charges of any kind.
- 3.3.** Other invoices as may arise for services requested by the Club and paid for by the Parish Council on behalf of the club will be paid within 30 days of the invoice date.

4. CLUB OBLIGATIONS

- 4.1. Liaison with Parish Council:** To appoint a named officer/delegate responsible for maintaining effective communication with the Parish Council through the Parish Clerk for all matters of mutual interest/business. To designate a named member to liaise with the Parish Clerk on all administration - inter-alia:
Match fixture dates/cancellations
Pavilion bookings
Up-to-date contact details/directory of club officials
Note: this responsible person must ensure the facilities are available, and clear of equipment, for all annual village 'festive' events throughout the calendar year.
- 4.2. Liaison with other clubs:** To liaise with other Sports Clubs sharing the Playing Field to achieve specific objectives, ie, fund-raising, equipment sharing/purchase, grant applications, future planning objectives etc.
- 4.3. Financial Management:** The Club should operate sound financial management, to ensure its viability. The Club must be able to demonstrate this to the Parish Council if requested to do so.

- 4.4. **Membership:** To aim to maintain and grow membership in order to sustain the Club as a community asset and to promote inter-generational participation.
- 4.5. **Grant Applications:** To be pro-active in pursuing grant applications to benefit the Club (or for joint community benefit) either independently or in collaboration with others.
- 4.6. **Insurance:** To maintain appropriate insurance covering all relevant risks arising from their Sports and Social activities so as to indemnify the Parish Council against 3rd party claims.
- 4.7. **Grasscutting:** To inform the Parish Clerk of extra grass cutting required, over and above that performed for general maintenance and to meet the full cost of that service.
- 4.8. **Public Safety:** To take all reasonable measures to protect members of the public, and private property, within and beyond the boundary of the Playing Field from accidental damage/harm during all cricket matches and training sessions.
- 4.9. **Licences:** To obtain permission, in the first instance, from the Parish Council for any licences required and inform the Parish Council of any substantial variations. To remain responsible and accountable for compliance with the Terms and Conditions of any licence granted.

APPENDIX 1

Para. 3.1 refers.

Annual charge will be based on actual costs from the previous financial year in the following categories: Water supply, Electricity, Gas, Caretakers wages, Insurance of Pavilion, Pavilion consumables. Houghton & Wyton Parish Council to pay 20% of annual figure; 80% to be paid, in agreed proportions, by Sports Clubs

Actual operating costs of Pavilion 2016/17.

Anglian Water	£	552.00
Electricity	£	473.32
Gas	£	489.56
Caretaker Wages	£	2,428.31
Pavilion insurance	£	415.26
Pavilion consumables	£	385.00

Total £ **4,743.45**

FOOTNOTE: Please refer to the attached memorandum

Signed on behalf of Houghton & Wyton Cricket Club

Signature: *R. Meason*

Date: 3/4/17.

Print Name: R MEASON.

Position: CHAIRMAN.

Witness: *Jeff*

Name: STEVE JEFFS.

Signed on behalf of Houghton & Wyton Parish Council

Signature: *L. Craig*

Date: 3/4/17

Print Name: LESLEY CRAIG

Position: CHAIRMAN

Witness: *Les Dale*

Name: LES DALE

MEMORANDUM:

PLANNING AHEAD - Outside of the terms of the contract it is important to plan ahead. This is necessary to preserve the facilities we have and to enable future improvement. This will only be achieved by collaboration between the Sports Clubs and the Parish Council working in association towards a common goal.