

DATED

12

November 2018

## MANAGEMENT AGREEMENT

- (1) **Uffington Parish Council** as Trustee of the Jubilee Field Charity (Registered Number 286633) ("the Trustee") and
- (2) **Uffington Parish Council** of The Greenway, Moorcroft, West Hendred, Wantage OX12 8RG ("the Council")

### RECITALS

- A. The Trustee is the Custodian Trustee of The Jubilee Field Charity, the legal owner of the Jubilee Field ('the Recreation Ground') as provided in a Deed dated the Thirtieth day of November 1982 (the Recreation Ground)
- B. The Trustee has requested that the Council undertake the management of the Recreation Ground and the maintenance of the same on behalf of and for the benefit of the Charity as the Charity has limited funds
- C. The Council has resolved that as the Recreation Ground is for the benefit of the inhabitants of the Parish of Uffington in the County of Oxfordshire it will undertake the management and the maintenance and other works on the basis set out in this Agreement

### 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 works"

means the Maintenance and other works as the

parties shall agree from time to time.

**“the Period”**

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

**2. Agreement**

- 2.1. It is agreed by the Trustee that the Council shall manage the Recreation Ground for the Period
- 2.2. The Council will maintain the Recreation Ground as a recreation ground for the benefit of the inhabitants of Uffington and the neighbourhood without distinction of sex or of political religious or other opinions
  - 2.3.1 The Council will keep the Recreation Ground in a 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 the 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 the 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

- 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
- 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.

**IN WITNESS** this Agreement has  
been executed as a Deed by **UFFINGTON**  
**PARISH COUNCIL** as Local Authority  
by two Councillors in the presence of the  
Clerk:



Councillor         

Councillor         

**IN WITNESS** this Agreement has been executed  
as a Deed by **two Trustees of the Jubilee Field Trust**  
as Trustee in the presence of

the Clerk:

Trustee *Graham Banks*

Trustee