

APPENDIX 16

AGREEMENT

THIS AGREEMENT is made the day of 2021.

BETWEEN:

THE PARISH COUNCIL OF GREAT BUDWORTH of (“the Council”)

and

GREAT BUDWORTH PARISH HALL CHARITY (Charity No. 1192421) of (“the Charity”)

BACKGROUND AND DEFINITIONS

- (1) “The Parish Hall” means the freehold land and buildings on the east side of Smithy Lane and edged red on the plan to HM Land Registry Title No. CH399549.
- (2) “The Parish Field” means the freehold land registered at HM Land Registry under Title No. CH496506 and the gates thereto leading from Smithy Lane.
- (3) The Council owns the Parish Hall and the Parish Field.
- (4) The Charity has been established with objectives which include the management of a village hall and field in Great Budworth and has agreed to manage the Parish Hall and the Parish Field as set out below.

AGREEMENT

1. The Council appoints the Charity to manage, and the Charity agrees to manage, the Parish Hall and the Parish Field for a period of five years from 1st January 2021 (“the management period”).
2. During the management period the Charity shall manage the Parish Hall and the Parish Field in accordance with its charitable objectives.
3. The Charity shall in particular promote and manage bookings (none of which shall exceed a period of seven continuous days without the prior written consent of the Council) of the Parish Hall or (where appropriate) the Parish Field and shall be entitled to retain all income thereby derived.
4. Throughout the management period the Charity shall:
 - a. maintain, decorate, keep in repair and, as appropriate, renovate the Parish Hall and maintain it in good and substantial repair and condition;
 - b. *[maintenance of Parish Field]*
 - c. discharge all outgoings, rates, taxes and charges for utilities arising in respect of the Parish Hall and the Parish Field;
 - d. obtain the written consent of the Council before carrying out any structural alterations to the Parish Hall or making any material changes to either the Parish Hall or the Parish Field;
 - e. promptly notify the Council of any significant damage to or disrepair of the Parish Hall or the Parish Field;
 - f. use all reasonable endeavours to prevent any user of the Parish Hall or the Parish Field from causing any nuisance or disturbance to neighbouring

properties or engaging in any illegal or dangerous trade or activity or otherwise acting in an anti-social manner;

- g. use all reasonable endeavours to ensure compliance with all statutory provisions which apply to the Parish Hall or the Parish Field and the use thereof;
 - h. maintain complete and accurate records of all income and expenditure in respect of the Parish Hall and the Parish Field and to permit the Parish Council to inspect the same at any reasonable time upon reasonable prior written notice.
5. The Council shall be entitled, subject to any bookings arranged by the Charity, to use the Parish Hall at its discretion for holding meetings.
 6. This agreement vests in the Charity no tenancy of, or other estate, right or interest in, either the Parish Hall or the Parish Field.
 7. **Insurance** For example:

The Council shall insure the Parish Hall in respect of any loss or damage to it and the premium shall be reimbursed by the Charity to the Council

OR:

The Charity shall insure the Parish Hall for a value specified by the Council and shall produce on demand to the Council the insurance policy and evidence that the current premium has been paid;

It will be a matter for the Charity whether it insures the contents or not.

Public liability needs to be provided for: advice from insurance brokers or CW&C?

8. The Council and the Charity shall each be entitled to terminate this agreement (in respect of either the Parish Hall or the Parish Field or both) by serving on the other party six months' written notice of such termination.

SIGNED

For and on behalf of the Parish Council of Great Budworth

by

For and on behalf of Great Budworth Parish Hall Charity

by