NORTHAM TOWN COUNCIL

MANAGEMENT AGREEMENT – ANCHOR PARK

ADOPTED

Adopted by Northam Town Council on **2nd September 2026**

	Name	Signature
Mayor	Cllr Sam Newman-McKie	
Town Clerk	Guy Langton	

DATED: 2nd September 2026

BETWEEN

1. **Northam Town Council** as Trustee of MRS W C C ANDERSON'S BEQUEST FOR A RECREATION GROUND (Registered Charity Number 300746 ("**the Trustee**"), known as Anchor Park and

2. **Northam Town Council ("the Town Council")**.

RECITALS

A. The Trustee is the sole Managing Trustee of the charity known as **MRS W C C ANDERSON'S BEQUEST FOR A RECREATION GROUND** ("**the Charity**") in respect of Anchor Park, Appledore ("**the Park**").

B. The Trustee has requested that the Council undertake the day-to-day management of the Park for the purposes of public recreation 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 Town Council has resolved that as the facilities offered by the park are for the benefit of Appledore, in the Parish of Northam 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.

Version	Date	Note	Drafted by
V1.0	19th May 2026	First draft for consideration	Town Clerk
V1.1	23rd July 2026	Amendments made to sections 2.2 and 2.5 by the Review committee.	Town Clerk

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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 10 years and thereafter until determined in accordance with Clause 3

2. **Agreement**

2.1. It is agreed by the Trustee that the Town Council shall manage and be responsible for the Park for the Period

2.2. The Town Council shall maintain the Park as a public recreation ground for the benefit of residents and visitors to Appledore in the Parish of Northam and the surrounding area, without discrimination based on any protected characteristic.[1]

2.3. The Town Council will maintain Anchor Park 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.

2.4. The Town Council will take all reasonable steps to prevent nuisance and disorder and to prevent any use which may be or become a nuisance or annoyance to the immediate neighbourhood of the Park.

2.5. Any groups or organisations wanting to use the Park for events must obtain permission from the Town Council. The Town Council reserves the right to seek recompense for any damages caused by the activities of any groups or organisations that are permitted to use the Park. The Town Council fully expects

[1] Protected Characteristics are the aspects of personal identity legally shielded from discrimination, harassment, and victimisation under the Equality Act 2010. It is unlawful to treat anyone unfairly due to these traits.

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organisations that seek to use the Park for their event(s) to provide their own insurance.

2.6. All expenses incurred by the Town Council in the care and management of the Park will be paid by the Town Council who shall be entitled to be paid all and any income received from the Park as from the date of this Agreement. In so far as any income received by the Town 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 Town Council will arrange 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 Town 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 proper use and enjoyment of Anchor Park.

2.9. Any works undertaken by the Town Council shall be carried out in a workmanlike manner and the Town 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 Town Council at any time following any breach by the Town Council of its undertakings contained in Clause 2.

3.2 on 3 months' notice served by the Trustee on the Town Council

3.3 by 6 months' notice served by the Town Council on the Trustee,

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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 Town Clerk to the Council and to the Secretary of the Trustee as notified to the Town Council from time to time.

Executed as a Deed by **NORTHAM TOWN COUNCIL** as Local Authority, by two Councillors in the presence of the Town Clerk.

Town Clerk: Guy Langton

Councillor:

Councillor:

Executed as a Deed by NORTHAM TOWN **COUNCIL** as Charity Trustee, by two Councillors.

Councillor:

Councillor:

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