



Northam Town Council

AND

Northam Lions Football Club

**MANAGEMENT AGREEMENT**

**DATED dd-mmm-yyyy**

- relating to -

Land at Burrough Farm

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Signed for and on behalf of Northam Town Council ..... 6

Signed for and on behalf of Northam Lions Football Club ..... 6

PARTIES:

Northam Town Council (The Freeholder)

Northam Lions (Managers)

RECITALS

(A) The Northam Town Council is the freehold owner of all that land known as Burrough Farm Playing Field, and, in addition, the pitch surrounds within the fenced area, clubhouse and associated fenced area (hereinafter called the "Playing Field") registered with the Land Registry No. DN596827 (annexed).

(B) Northam Town Council wishes to nominate the Managers to manage the Playing Field (pitch, surrounds, clubhouse and associated area) on behalf of the Northam Town Council and the Managers have agreed to provide such services.

IT IS HEREBY AGREED as follows:

**1. Term**

This Agreement shall commence on the date hereof and (subject as hereinafter provided) continue until **28<sup>th</sup> February 2031** after the giving by either party to the other of notice of its intention to terminate this Agreement.

**2. Services**

The Managers agree with Northam Town Council as follows:

- (1) To ensure that the Playing Field shall be used only for sport, recreation and children's play.
- (2) To keep the Playing Field in a good state of repair through proper maintenance of grass, any trees, shrubs and hedges present on the Playing Field.
- (3) Keep in repair any fences and any gates in and around the Playing Field.
- (4) That it will not do or make any excavations or construction works other than works for the proper maintenance and upkeep of the site or as may be necessary for levelling.
- (5) Not without Northam Town Council's previous written consent to cut down or injure any trees plants bushes or hedges adjacent to the Playing Field or permanently remove any soil clay and or any other materials from the Playing Field.
- (6) Any officer or agent of Northam Town Council shall have the right at any time and when so directed by the Town Council to enter and inspect the Playing Field.
- (7) If the Managers fail after a report to them arising from such an inspection to comply with the provisions of this Agreement specified in that report in the manner there specified Northam Town Council shall be entitled to enter the Playing Field to carry out such works as are necessary at the cost of the Managers to ensure compliance with the terms of this Agreement.

- (8) To pay and discharge all rates taxes assessments impositions duties charges and outgoings of a periodically recurring and non-capital nature whether parliamentary local or otherwise which are now or may hereafter become payable during the currency of this Agreement.
- (9) At all times during the currency of this Agreement to keep the Playing Field in a clean and tidy state and to keep all adjacent buildings thereon in good repair and condition and not so far as is practicable to allow dogs at any time thereon save for guide dogs for the blind.
- (10) Not to erect any building or other structure upon the Playing Field without the written consent of Northam Town Council
- (11) The rental payable will be £120.00 per annum, commencing 1<sup>st</sup> September 2026. Northam Town Council will review the fee annually.
- (12) To insure and keep insured the Property and all buildings and other structures erected adjacent to the Playing Field from loss or damage by fire and other physical perils and all other usual risks. The Managers shall supply annually a copy of their public liability insurance to the Town Council.
- (13) Each year the Managers shall deliver to Northam Town Council copies of their annual accounts relating solely to the Playing Field including a complete statement of all receipts and payments in respect of the land during the preceding year and a report setting out the condition of the Playing Field and any fences or walls surrounding the same and the manner in which the Playing Field has been held during that year including lists of all the users of all the facilities.
- (14) Upon receipt of any notice order direction or other thing from any competent authority likely to affect the Playing Field forthwith to deliver to Northam Town Council a copy of such notice order direction or other thing.
- (15) No advertising or hoardings shall be permitted on the Playing Field without the written consent of Northam Town Council

- (16) The Managers shall make good any damage to any of the surfaces of the Playing Field.
- (17) This Agreement may be terminated by either party by six months' notice if the other is guilty of wilful misconduct bad faith or reckless disregard of its duties under this Agreement.

### **3. Notice**

Agreement shall be in writing and shall be deemed to be sufficiently served by either party hereto if delivered or if sent by prepaid registered mail to the other party at its registered office for the time being or and if posted first class shall be deemed to have been served on the day after the day of posting.

### **4. Application of Income**

Any monies accruing to the Managers out of the use of the Playing Field or out of the use of any items of equipment thereon must be declared to Northam Town Council and included in the Accounts referred to in Clause 2 sub-clause (13) above and any surplus in the Accounts for the year shall be used only for the maintenance or improvement of the playing field.

### **5. Uses of Playing Field**

No person or body whatever shall be granted or obtain exclusive rights of use over the Playing Field or any part thereof or items of equipment thereon other than at such times approved by the Managers where exclusive use for a specified time is necessary for the proper use of the Playing Field or for essential maintenance operations. At all other times reasonable access must be made available for the public to the Playing Field and all its facilities.

### **6. Regulations**

The use by the public of the Playing Field shall be at all times in accordance with such regulations<sup>1</sup> as shall be devised from time to time by agreement between

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<sup>1</sup> Current regulations: managers will use the playing field for matches, training, open days and football tournaments.

the Managers and Northam Town Council and the Managers shall not be entitled to impose any new regulation in connection with the use of the Playing Field without prior consent in writing of Northam Town Council

**7. Entire Agreement**

This Agreement constitutes the entire Agreement between Northam Town Council and the Managers concerning the subject matter hereof and may only be varied by the written agreement signed by both parties.

**Signatures**

Signed by an authorised signatory for and on behalf of Northam Town Council

.....

Print name

.....

Signed for and on behalf of Northam Lions Football Club

.....

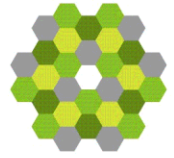
Print name

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Annexe – DN596827 Plan

HM Land Registry  
Current title plan

Title number **DN596827**  
Ordnance Survey map reference **SS4528NW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **Devon : Torrington**



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