



Northam Town Council

AND

Northam Lions Football Club

**MANAGEMENT AGREEMENT
DATED dd-mmm-yyyy**

- relating to -

Land at Burrough Farm

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PARTIES:

Northam Town Council (The Freeholder)
Northam Lions (The 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, **outlined in red and purple on the annexed plan (hereinafter called the "Playing Field") registered with the Land Registry No. DN596827.**
- (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 28th February 2036 after the giving by either party to the other of notice of its intention to terminate this Agreement.

Upon expiry of the Initial Term, this Licence shall automatically renew for successive periods of five (5) years (each a “Renewal Term”) on the same terms and conditions, unless either party gives the other not less than six (6) months’ written notice prior to the start of the next Renewal Term of its intention not to renew.

Northam Town Council may vary the Fee for any Renewal Term by giving the Licensee not less than [insert number] days’ written notice prior to the commencement of that Renewal Term. Continued occupation of the Premises after the start of the Renewal Term shall constitute acceptance of the varied Fee.

Nothing in this Agreement, including any automatic renewal, shall create or be construed as creating a tenancy, a lease, or any proprietary interest in land.

Northam Lions FC acknowledges that:

- (1) it has no right to exclusive possession, occupation or use;
- (2) Northam Town Council retains full control and possession of the Premises; and
- (3) the Agreement grants a right to occupy to Northam Lions FC only, terminable as set out in this Licence.

The parties agree that this arrangement is a licence for the purposes of UK law and is excluded from the Landlord and Tenant Act 1954, unless expressly stated otherwise in writing.

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. **Seven-days' Written notice shall be provided to the Managers, so a member of the Club may be present.**
- (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 further buildings or other structures upon the Playing Field without the written consent of Northam Town Council. Like-for-like replacements of the current buildings and structures are deemed to be permissible through the term of this agreement and any renewals.
- (11) The rental fee payable will be £120.00 per annum, commencing 1st September 2026. Northam Town Council will review the fee annually. Any increase will follow the standard indexation formula to the figure, which is:
- Multiplying the 'fee' by the 'All Items index value of RPI' for the month of the review;
 - Divide the product by the 'All Items index value of RPI' for the month in which the fee was agreed.
- Northam Town Council may apply a lower, or no increase if it so chooses.
- (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 further advertising or hoardings shall be permitted on the Playing Field without the written consent of Northam Town Council. Areas used for advertising or hoardings currently (see photos attached) may continue to

be so used for the term of this agreement. Northam Town Council acknowledges that each individual piece of advertising and hoardings may change over time.

- (16) The Managers shall make good any damage to any of the surfaces of the Playing Field.
- (17) Either party may terminate this Agreement by giving six (6) months' written notice if the other party commits a **Material Instance of Wilful Misconduct, Bad Faith, or Reckless Disregard** in relation to its obligations under this Agreement.

A "**Material Instance**" means conduct, or a series of related acts or omissions, that has or is reasonably likely to have a **material adverse effect** on:

- (a) the other party's rights under this Agreement;
- (b) the proper performance of this Agreement; or
- (c) the reputation or legitimate business interests of the other party.

Definitions

"Wilful Misconduct" means:

Any intentional act or omission carried out with knowledge that it is wrongful, unlawful, or in breach of this Agreement, or with deliberate disregard of the foreseeable and harmful consequences to the other party. Wilful Misconduct does not include mere negligence, error of judgment, or a mistake made in good faith.

"Bad Faith" means:

Any dishonest, deceptive, improper, or intentionally obstructive act or omission undertaken with the purpose of undermining, frustrating, or defeating the performance or enforcement of this Agreement, including the intentional withholding of information that a reasonable party would disclose to enable proper performance.

"Reckless Disregard" means:

Conduct demonstrating a conscious and substantial disregard for, or indifference to, the obligations imposed by this Agreement or to the likely harmful consequences of failing to perform those obligations, falling short of intentional wrongdoing but exceeding mere negligence.

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. Regulations

The use by the public of the Playing Field shall be at all times in accordance with such regulations¹ as shall be devised from time to time by agreement between 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

6. 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. When using the pitch and adjacent land for tournaments, the Managers may segregate an area of the recreation land outside the pitch for the parking of vehicles associated with

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

the event. Any such area would need to be agreed in advance by the Freeholder, permission may not be unreasonably withheld.

7. Dispute Resolution

- (1) If any dispute arises between the parties in connection with this Agreement (a “Dispute”), the parties shall first attempt to resolve it through good-faith negotiations. Either party may give written notice to the other setting out the nature of the Dispute (“Dispute Notice”).
- (2) Within 14 days of the Dispute Notice, the parties shall meet (in person or by video conference) to discuss the Dispute and attempt to reach an agreed resolution.
- (3) If the Dispute is not resolved within 28 days of the date of the Dispute Notice (or such longer period as the parties agree in writing), either party may commence legal proceedings.
- (4) Nothing in this clause shall prevent either party from seeking urgent injunctive or equitable relief where necessary to protect its rights.
- (5) The parties agree that any legal proceedings relating to this Licence shall be brought exclusively in the courts of England and Wales.

8. 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

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Print name

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Signed for and on behalf of Northam Lions Football Club

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Print name

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DRAFT