

# **Barby Tennis Court**

## **Management Agreement between**

### **Barby Parish Council and Barby Tennis Court Management Committee.**

Barby Tennis Court stands on land leased by the Barby Parish Council from the Town Lands Charity on a 25 year renewable lease. This was renewed on the 28th November 1995. The land is leased on the express condition that the area will be used for a tennis court only. The Lessee has agreed with the Lessor to maintain the facility and at all times allow public access thereto.

Barby Tennis Court Management Committee is an independent organisation of volunteers, elected at the Organisation's Annual General Meeting. They together with an ex-officio Member of the Parish Council who will act on behalf of the Parish Council, to ensure that the court and the immediate environs are maintained in a safe and usable condition for the purpose of playing tennis, for the benefit of all parishioners and their guests.

## **Agreement**

1. This Management Agreement shall commence on the date of signing of the document by two members of the Parish Council, one of whom shall be the Chairman, and two members of Barby Tennis Court Management Committee, one of whom shall be the elected Chairman, and shall be reviewed at an interval of not greater than three years.
2. The Barby Parish Council shall be responsible for the payment of the ground rent and any rates accruing from the District Council, but shall reserve the right to recharge these payments in whole or in part to Barby Tennis Court Management Committee, subject to the minimum period of notice of twelve months before such recharging.
3. The Barby Parish Council shall be responsible for the necessary insurance of the tennis court, and any buildings erected thereon for Public Liability and Property Damage Insurance, but shall reserve the right to recharge the sum in whole or in part subject to due notice.
4. The Barby Parish Council shall include and pay for all boundary and court perimeter fencing maintenance, weed control, hedge and ditch maintenance, and the road side verge grass cutting, but shall reserve the right to recharge the sum in whole or in part subject to due notice.
5. Barby Tennis Court Management Committee will maintain any building to the satisfaction of the Barby Parish Council and the Town Lands Charity.

Barby Tennis Court Management Committee will ensure the upkeep, maintenance, and well being of the whole area and equipment thereon, and report any deficiencies to the Parish Council. Any funds held by the Barby Tennis Court Management Committee could be made available to support this purpose.

6. All charges and monies raised by the Barby Tennis Court Management Committee are held in trust for and on behalf of the Parish Council. Members of the Tennis Court Management Committee cannot be held responsible for these funds, other than through acts of fraud.
7. Barby Tennis Court Management Committee will obtain the approval in writing from the Barby Parish Council for any substantial and visible alteration to the facility.
8. Barby Tennis Court Management Committee shall give due notice to the Barby Parish Council of any changes to the Constitution and Rules of the Barby Tennis Court.
9. In the event of Barby Tennis Court Management Committee ceasing to represent the Parishioners, or a breach of the grant aid agreement with Daventry District Council, this agreement becomes null and void.
10. In the event of the dissolution of Barby Tennis Court Management Committee, the Parish Council shall accept the assets of the organisation, and administer these in the best interests of tennis within the Parish of Barby. Barby Parish Council shall make every effort to secure the resumption of voluntary representative management of Barby Tennis Court, at the earliest opportunity.
11. No person resident in the Parish of Barby shall be unreasonably refused use of the Court.
12. Barby Tennis Court Management Committee shall indemnify the Barby Parish Council against any liability arising from Barby Tennis Court Management Committee's failure to observe any of their responsibilities under their constitution, or from negligence, actions or inactions, but shall not be financially liable for any legal resource, taken against them. This shall be covered by the Barby Parish Council.

13. This agreement shall be subject to review between the Parish Council and the 'Townslands Charity', after 1 year, and the Barby Tennis Court Management Committee at intervals not greater than three years and thereafter at intervals to be agreed, but not to exceed 3 years.

Signed for and on behalf of Barby Parish Council:

1 (office).

2 (office).

Signed for and on behalf of Barby Tennis:

3 (office).

4 (office).

Date: