

MANAGEMENT AGREEMENT

THIS AGREEMENT is made the 30th day of March One thousand nine hundred and ninety eight BETWEEN WYRE FOREST DISTRICT COUNCIL of Civic Centre Stourport-on-Severn in the County of Hereford and Worcester ("the District") of the first part STOURPORT HOCKEY CLUB acting by its Executive Committee ("the Hockey Club") of the second part HEREFORD AND WORCESTER COUNTY COUNCIL of County Hall Spetchley Road Worcester ("the County") of the third part the THE GOVERNING BODY of STOURPORT HIGH SCHOOL of the fourth part STOURPORT ATHLETIC CLUB acting by its Executive Committee ("the Athletic Club") of the fifth part STOURPORT SPORTS CLUB LIMITED a Company Limited by Guarantee Number 3092063 whose registered office is at Carlton House Worcester Street Kidderminster in the County of Hereford and Worcester ("the Company") of the sixth part and THE SPORTS COUNCIL of 16 Upper Woburn Place London WC1H 0QP ("the Sports Council") of the Seventh Part

IN THIS AGREEMENT the following expressions shall have the following meanings:-

any replacement thereof or additions made thereto)

- (a) "the Club House" the building shown edged red on the Plan together with the access area shown stippled black on the Plan
- (b) "the Changing Facilities" the changing rooms toilet facilities and access areas thereto within the Club House or any replacement thereof or additions thereto
- (c) "the Indoor Facilities" the Changing Facilities together with the changing facilities belonging to the School which are the subject of an agreement of even date herewith and made between the party of the third part (1) fourth part (2) and the party of the sixth part (3) ("the

- School Agreement”) for so long as such agreement shall
subsist
- (d) “the Hockey Field” the hockey fields shown edged blue on the Plan or any
replacement thereof or additions thereto
- (e) “the Athletics Ground” the athletics ground shown edged green on the Plan or any
replacement thereof or additions thereto
- (f) “the Club House Car
Park” the parking facilities shown edged yellow on the Plan
- (g) “the Car Park” the Club House Car Park together with the Car Park belonging
to the School which is the subject of the School Agreement
- (h) “the Community
Facilities” the netball courts and 5-aside football pitches situated on the
area edged purple on the Plan
- (i) “the Facilities” a combination of (a)(b)(d) (e) (f) and (h) above
- (j) “the Plan” the Plan annexed hereto
- (k) “the Term” 125 years
- (l) “the Company” the party of the sixth part hereto formed at the request of the
other parties hereto for the purpose of management of the
Facilities the Car Park and the Community Facilities
- (m) “the District’s annual
financial contribution” the sum of £8,700.00 plus an annual increase which shall
be index linked to the retail prices index or any replacement
thereof
- (n) “the County’s annual
financial contribution” a sum equivalent to 37% of the costs incurred by the Company
in each financial year in complying with clauses 11,12,13,19
and 20 hereof

(o) "the Hockey Club's annual financial contribution"	<u>FINANCIAL YEAR</u>	<u>AMOUNT PAYABLE</u> (£)
	1998/1999	13,350
	1999/2000	15,500
	2000/2001	17,500
	2001/2002	18,300
	2002/2003	19,000

and thereafter such sum as shall be reviewed in accordance with the provisions of clause 21 hereof

(p) "the Athletic Club's annual financial contribution"	<u>FINANCIAL YEAR</u>	<u>AMOUNT PAYABLE</u> (£)
	1998/1999	6,250
	1999/2000	7,000
	2000/2001	8,200
	2001/2002	8,610
	2002/2003	9,050

and thereafter such sum as shall be reviewed in accordance with the provisions of Clause 21 hereof

(q) "the School" Stourport High School being a School currently maintained by the County in its capacity as a local education authority under the Education Acts

(r) "the School Curriculum Day" on Monday Wednesday and Thursday between the hours of 8.45 a.m. and 3.50 p.m.
on Tuesday and Friday between the hours of 8.45 a.m. and 2.35 p.m.

(s) "Financial Year" calendar year on the day of

(t) "the Permitted Hours of Use" Tuesday 6.00 p.m. to 9.30 p.m.
Thursday 6.00 p.m. to 9.30 p.m.
Sunday 10.00 a.m. to 12 Noon

WHEREAS the District having the responsibility for and the function of providing recreational facilities for the inhabitants of the current geographical District of Wyre Forest the Hockey Club and the Athletic Club in their capacity as Registered Members Clubs the County under the Education Acts and the Governors in accordance with their powers under Section 42 of the Education (No.2) Act 1986 and Section 239 of the Education Act 1993 and the Sports Council having agreed to make available financial support of a capital nature to the Company to further the aims of this Agreement hereby agree as follows:-

1. The School and the County shall have priority use of the Athletics Ground and the Hockey Field between the hours of 8.45 a.m. until the end of the School Curriculum Day on Mondays to Fridays during the School term (the School term being defined by the County in its capacity as Local Education Authority or as varied by the Governors). The School and the County are required to give a timetable of their use to the Company at least two weeks before the end of the school term immediately preceding the period during which the timetable is to operate
2. The Athletics Ground and the Hockey Field shall be used from the end of the School Curriculum Day until 6.00 p.m. during the School Term on the following timetable

<u>Days</u>	<u>Use By</u>
Monday	the School
Tuesday	the District
Wednesday	the School
Thursday	the School
Friday	the District

for the purposes of sports development within the Community. If either the School or the District does not use the Athletics Ground or the Hockey Field on the days provided by the timetable above it shall be open to the other of the School and the District to serve notice varying the timetable either temporarily or if by agreement

between the School and the District the timetable may be varied permanently to allow it to use any part of those two facilities which are unused as aforesaid

3. The Athletic Club shall have priority use of the Athletics Ground during the Permitted Hours of Use up to a maximum of 420 hours in each financial year provided that the Athletic Club is required to give to the Company at least six weeks notice of its timetables of use such timetable to then operate for a period of thirteen weeks
4. Subject to Clauses 1 and 3 and in addition to Clause 2 above the District shall have priority use of the Athletics Ground whenever it shall require and the Hockey Field for a period of two hours each week. The District is required to give to the Company at least six weeks notice of its timetables of use such timetables to then operate for a period of thirteen weeks
5. Subject to Clauses 1 2 and 3 above the Hockey Club will have priority use of the Hockey Field up to a maximum of 480 hours in each financial year. The Hockey Club is required to give to the Company at least six weeks notice of its timetables of use such timetable to then operate for a period of thirteen weeks
6. Any additional hours required by either the Hockey Club or the Athletic Club booked in accordance with the Company's hiring requirements shall be paid for at a rate to be determined by the Company such sum not to exceed the fee chargeable by the Company pursuant to Clause 7 below
7. The Company will regularly review the hours of use by the School the County the District the Hockey Club and the Athletic Club to identify "an established user pattern". If there appear to be periods of time when the Facilities or each of them are not in use and this occurs on a regular basis the Company shall be empowered to allow use of the facilities or that part of them which shall be unused to be used to provide community use sports development programmes and casual or club bookings subject to the payment of an appropriate fee to be determined by the Company and

subject to the District's usual Hiring and Booking Conditions PROVIDED THAT any variation to the established user pattern shall not impinge upon the rights of the County and Governors as set out in Clause 1 herein unless the County and Governors agree

8. The Company shall hire use of the Community Facilities to provide community use sports development programmes and casual or club bookings subject to the payment of an appropriate fee to be determined by the Company and subject to the District's usual Hiring and Booking Conditions
9. During periods of priority use by the District the Hockey Club and the Athletic Club they will also be entitled to use of the Club House and the Indoor Facilities together with all others having like right
10. Use of that part of the Indoor Facilities and the Car Park belonging to the School by any party shall be in strict compliance with the terms of the School Agreement
11. The Company shall be empowered to appoint such staff as it considers necessary for the effective and efficient discharge of its responsibilities in managing the Facilities
12. That the Company shall bear the costs of and undertake the cleaning maintenance and repair of the Facilities to leave them in a suitable condition for use by each party subject to the provisions of the Agreement where applicable and to ensure that the Facilities are maintained in accordance with the relevant manufacturer's and installer's recommendations to ensure that they are kept readily available for use by the Parties hereto under the terms of this Agreement
13. That the Company shall meet the cost of heating lighting all rates and environmental charges in respect of the Facilities subject to the provisions of the Agreement where applicable
14. The District will pay the Company as soon as the Facilities are available for use (an apportioned amount being payable from such date until the commencement of the

Financial Year immediately following) and thereafter at of the commencement of each Financial Year the District's annual financial contribution

15. The County will pay to the Company as soon as the Facilities are available for use (an apportioned amount being payable from such date until the commencement of the Financial Year immediately following) and thereafter at the commencement of each Financial Year the County's annual financial contribution
16. The Hockey Club will pay to the Company as soon as the Facilities are available for use (an apportioned amount being payable from such date until the commencement of the Financial Year immediately following) and thereafter at the commencement of each Financial Year the Hockey Club's annual financial contribution
17. The Athletic Club will pay to the Company as soon as the Facilities are available for use (an apportioned amount being payable from such date until the commencement of the Financial Year immediately following) and thereafter at the commencement of each Financial Year the Athletic' Club's annual financial contribution
18. The parties hereto shall have priority use of the car park during their period of priority use as herein granted
19. The Company shall maintain fully comprehensive insurance of the Facilities such insurance to include public liability insurance subject to the provisions of the Agreement where applicable
20. That the Company will set aside from its annual income from the Facilities such sums as should be reasonable and deemed necessary to allow for the replacement/refurbishment of the Facilities based on the following timetable each period given to be calculated from the commencement of this agreement:-

Artificial turf surfaces - 10 years

Synthetic athletics facilities - 10 years

Grassed surfaces - annually

Clubhouse and changing room facilities - when required

For the purpose of the County's annual financial contribution the Company and the County shall agree a sum which shall represent a reasonable contribution based on the programme of planned maintenance and refurbishment prepared by the Company

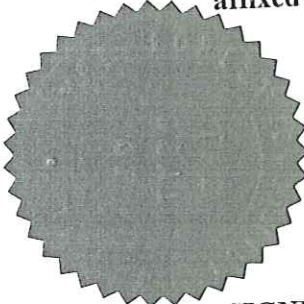
21. Both the Hockey Club's Annual Financial Contribution and the Athletic Club's Annual Financial Contribution will be a sum to be agreed between the Club and the Company prior to the beginning of each financial year to be calculated by reference to the previous year's contribution plus an inflationary increase and taking account of costs incurred by the Company in complying with the provisions of clauses 11,12,13,19 and 20 hereof together with costs incurred in connection with management salaries, marketing, maintenance of lights, floodlighting, telephone charges and administrative expenses.
22. The opening hours of the Facilities shall be between 7.30 a.m. and 10.30 p.m. seven days per week and the Facilities shall be open every day of the year Provided that the Clubhouse may operate for longer hours subject to the granting of the necessary Justices Licence or Registration Certificate
23. The Company will not deny access to the Facilities or the Community Facilities on grounds of disability race creed colour sex occupation religion or political persuasion
24. The parties hereto agree that there shall be no variation to the terms of this Agreement without the consent of every party hereto

25. The Company shall not be responsible for the provision of loose and disposable sports equipment used in the playing of sports and the Company shall not be asked to provide or insure this equipment save that this clause shall not apply to the equipment used on the Community Facilities for which the Company shall take responsibility and provide insurance
26. This agreement shall be extant for the period of the term
27. In the event of the School being no longer maintained by the County as a Local Education Authority under the provisions of the Education Reform Act 1988 or successive legislation then references to the County herein shall be substituted by references to the Governors
28. The parties hereto acknowledge that no legal charge shall be entered into by the Company without the consent of every party hereto
29. The Company shall manage the Facilities for the benefit of the other parties hereto in accordance with the terms of this Agreement and in so doing shall take account of the advice and guidance of the Sports Council during a period of 21 years from the date the facilities are available for use and a nominated representative of the Sports Council shall be invited to attend each meeting of the Board of the Company
30. The Company shall manage the facilities in accordance with the conditions of the Award of the English Sports Council dated 23rd January 1998 ("the Award") and any later revisions thereof
31. The Sports Council may occasionally during a period of 21 years from the date the Facilities are available for use undertake additional monitoring and evaluation of the operation of the Company under the terms of the operation of the Company under the terms of this Agreement and will seek the support of the Board of the Company to co-operate in any such studies

32. The Company will be responsible for and will meet the cost of marketing and promoting the Facilities and the Community Facilities in accordance with the Business Plan referred to in the Award
33. The obligations contained in this Agreement are severable. In the event that the entering into of this Agreement is found to be ultra vires any party hereto or should any obligation of any party under this Agreement be found to be illegal or void or unenforceable then the parties hereto (or such of them who are lawfully able to do so) shall enter into such further documents or agreements as may be necessary to render the terms of this Agreement enforceable and intra vires unless to do so would be contrary to the interests of all the parties hereto whereupon this Agreement shall be terminated and the provisions in the Award for early termination shall take effect

IN WITNESS whereof the parties hereto have respectively set their hands and caused their Common Seals to be affixed the day and year first before written

THE COMMON SEAL of WYRE FOREST)
DISTRICT COUNCIL was hereunto)
affixed in the presence of:-)


[Signature]
W. Sel...

Chairman

Corporate Director

SIGNED as a DEED on behalf of STOURPORT)
HOCKEY CLUB in the presence of:-)

[Signature]
S. Smith
Widdowson

[Signature]
R. Layford

SIGNED as a DEED on behalf of STOURPORT)
ATHLETIC CLUB in the presence of:-)

Richard Partridge

Deaton

THE COMMON SEAL of HEREFORD AND)
WORCESTER COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

Jpdit Law.

ASSISTANT DIRECTOR
(LEGAL SERVICES)

THE COMMON SEAL of the GOVERNING BODY)
OF STOURPORT HIGH SCHOOL was hereunto)
Affixed in the presence of:-)

[Signature]

THE COMMON SEAL of STOURPORT SPORTS)
CLUB LIMITED was hereunto affixed in the)
presence of:-)

[Signature]

Deaton

SIGNED as a DEED on behalf of)
THE SPORTS COUNCIL)
in the presence of:-)

[Signature]

Regional Director

