

**AGREEMENT BETWEEN DUNKERTON & TUNLEY PARISH COUNCIL (LANDOWNER)
AND BRISTOL LIONS CRICKET CLUB (HIRER)
FOR THE USE OF THE DUNKERTON CRICKET GROUND AND PAVILION.**

This 8 year agreement covers the period from the start of the 2018 season until the end of the 2025 season. A new agreement will be drawn up and agreed during the final year of this agreement and be finalised no later than six months prior to the termination of this agreement.

- 1 In return for the Bristol Lions Cricket Club (The Club) financing and undertaking the work of renovating the pavilion to a satisfactory standard so that reasonable and appropriate health and safety, building regulations and insurance conditions are met the parish council agree to allow the use of the pavilion and the surrounding ground, known as the "Cricket Ground", by the Club for a rent of £1 per year during the hours defined in clause 4 below. In order to facilitate this work the Club will have access to the pavilion and grounds prior to the commencement of the rental period to undertake the work which will be carried out at their own risk.
- 2 Tenure – the club will be the sole hirers any request from the club to sublet the ground would need to be made to the parish council who would consider the request. The parish council reserves the right to refuse subletting.
- 3 The Club agrees that as a condition of tenure they will encourage parishioners, in particular youngsters, to play for the club and to become members of the team subject to ability.
- 4 The Club will have full use of the pavilion and grounds Monday to Friday 5.00 pm to 10.00 pm and Saturdays & Sundays 11.00am until close of play throughout the duration of the playing season subject to the conditions of clause 5. Any extension of these hours may be allowed if requested of the parish council subject to the conditions of clause 5.
- 5 The parish council reserves the right to allow the use of the pavilion and grounds for community activities during the hours specified in clause 4. Community activities would be for example the annual Dunkerton Fair or similar. It is envisaged parish council will inform the hirer (Bristol Lions Cricket Club) before the start of the cricket season as to the intention to house community gatherings during the specified hours in clause 4, and agree with the hirer dates not in conflict with the Bristol and District league season fixtures. It is noted that Bristol Lions cricket club will be running a Saturday and a Sunday team that alternates home and away fixtures.
- 6 Whilst buildings insurance cover is provided by the parish council it will however be the responsibility of the Club to arrange both buildings and contents insurance

for the property including public liability. Before the start of the 2018 playing season the parish council would need to have sight of these insurance documents and the club's risk assessment. The parish council would subsequently require the club to send copies of the insurance and reviewed risk assessment to the council clerk annually at least two weeks before the parish council's annual meeting (held in May).

- 7 If as a result of use by the Club any damage occurs, it is the responsibility of the Club to make good this damage at their expense.
- 8 The parish council agree to fund the electricity and water standing charges and reasonable usage costs. Usage of the utilities must be funded by the Club if use is deemed to be excessive.
- 9 The maintenance of the cricket pitch and outfield will be the responsibility of the Club at their expense.
- 10 Under this agreement both parties reserve the right to break the agreement subject to three months' notice in writing to the other party. It is the intention, and sincere hope of the parish council that The Club will become, and remain, part of the local community for many years to come, the council has every intention of continuing its relationship with the club by renewing this agreement in 2025. The break clause would only be enacted by the parish council if any activity undertaken by the Club is deemed by Dunkerton and Tunley Parish Council to be a very serious breach of the meaning and spirit of this agreement, caused by actions taken by The Club resulting in a very serious adverse effect on the local community. It would only be under such exceptional circumstances that Dunkerton & Tunley Parish Council would enact its reserved right to terminate this agreement with three months' notice.

Signed by D&TPC and BLCC 07.10.17

