

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

This 10 year agreement covers the period from the start of the 2026 season until the end of the 2035 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) continuing to finance and undertake the work of renovating the pavilion, at their own risk, to a satisfactory standard so that reasonable and appropriate health and safety, building regulations and insurance conditions are met, and the continued maintenance of the grounds, the parish council agree to allow the use of the pavilion and the surrounding ground, known as the "The Grounds", by the Club for a rent of £1 per year. Appendix 1 contains a maintenance schedule for the pavilion and grounds.
2. Tenure – the club will be the principal, but not exclusive hirer. The club may sublet the pavilion and or the grounds to other cricket clubs subject to that club complying with clauses 5 & 7. All hiring requests by other users received by the parish council will be passed to the cricket club for approval before any agreement on such usage is made. In addition Bristol Lions would be permitted to charge a usage fee or donation to cover the costs related to pitch preparation and use of the facilities. The Club will be responsible for any damage caused by another club which uses the pavilion and or grounds. The parish council reserves the right to refuse subletting to another club.
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 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. Community activities would be for

example the annual Dunkerton Fair or similar. It is envisaged that the parish council will inform the club before the start of the cricket season as to the intention to house community gatherings and agree with the club 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 2026 playing season the parish council would need to have sight of these insurance documents and the club's risk assessment. To assist with this the parish council will provide a template for the risk assessment and provide guidance on what additional insurance coverage may be required and any areas of overlap with the parish council's own insurance as well as whether the club's existing policy satisfies the agreement's expectations. 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, or any other club using the pavilion and or grounds, any damage occurs, it will be the responsibility of the Club to make good such damage at their expense.
8. The Club will agree to fund the electricity and water standing charges and usage costs.
9. The maintenance of the pavilion and grounds will be the responsibility of the Club at their expense except where it is specified in Appendix 1 schedule of work that the parish council will contribute to the cost of maintenance.
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 2036. 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.

### Definition of Pavilion and Grounds

The Pavilion is the wooden building containing the kitchen, toilets, meeting room, shower room, changing rooms and storage room. The Grounds, known as the Dunkerton Cricket Ground is the area of ground bounded by the wall of the bridge on the east side which carries the A367, the Cam Brook on the south side, the fence between the grounds and the adjacent field on the south west side, the boundary hedge with Church Lane on the north west side and the boundary hedge with Manders Orchard on the north east side. As shown in Appendix 2 on the L.R. Site Plan.

Signed by:

For Dunkerton & Tunley Parish Council ..... Chairman.

Date 15/9/25

For Dunkerton & Tunley Parish Council ..... Vice Chairman.

Date 16/9/25

For Bristol Lions Cricket Club ..... Chairman.

Date 16/09/2025

For Bristol Lions Cricket Club ..... Secretary.

Date 16/09/2025

## **Appendix 1 - Schedule of work.**

1. It is anticipated that during the course of 2025 the work agreed between the club and the parish council at the site meeting on 2<sup>nd</sup> February '25 will have been completed. However the parish council appreciates that it will be a considerable undertaking for the club to complete all these tasks within 12 months, and that the club may have to prioritise the jobs. With that in mind the parish council wish to see items 1.4 to 1.7 completed during 2025 where possible. The work agreed was as follows:
  - 1.1. Removal and disposal of the existing internal water tank.
  - 1.2. The existing shower room to be divided into two separate areas, the larger area towards the front of the building to be converted into a storage room with the remaining smaller area converted into a new shower room.
  - 1.3. A new doorway formed in the front outside wall creating access to the newly formed storage room.
  - 1.4. The exterior tongue and groove wood slats that form the exterior walls of the pavilion to be replaced as required with new tongue and groove slats.
  - 1.5. Following removal of the ivy from the rear wall of the pavilion and the cutting back of the boundary hedge, all of the exterior walls of the pavilion to be treated with exterior wood preservative, the colour to be either green or brown. The cost of the wood preservative to be funded by the parish council.
  - 1.6. The existing window frames to be repaired or replaced as required.
  - 1.7. The exterior waste water drainage pipes from the kitchen and toilets to be replaced.
2. In February 2025 the parish council paid a contractor to clear the brambles along the entire length of the bank immediately below the wall of the A367 road bridge. The contractor then cleared the silt from the drainage ditch below this bank and deepened the channel. The

contractor formed a new drainage ditch from in front of the “old garage” through to the Cam Brook allowing the drainage water to discharge directly into the Brook, thus avoiding the blocked pipe under the garage and avoiding any future flooding of the grounds. The water that flows through this drainage ditch is surface run-off from the B3115 at Manor House bend. The Parish Council will maintain the bank area (both Manders Orchard and Cricket Ground side) **annually**, using the same contractor as in February 2025, at the Council’s expense.

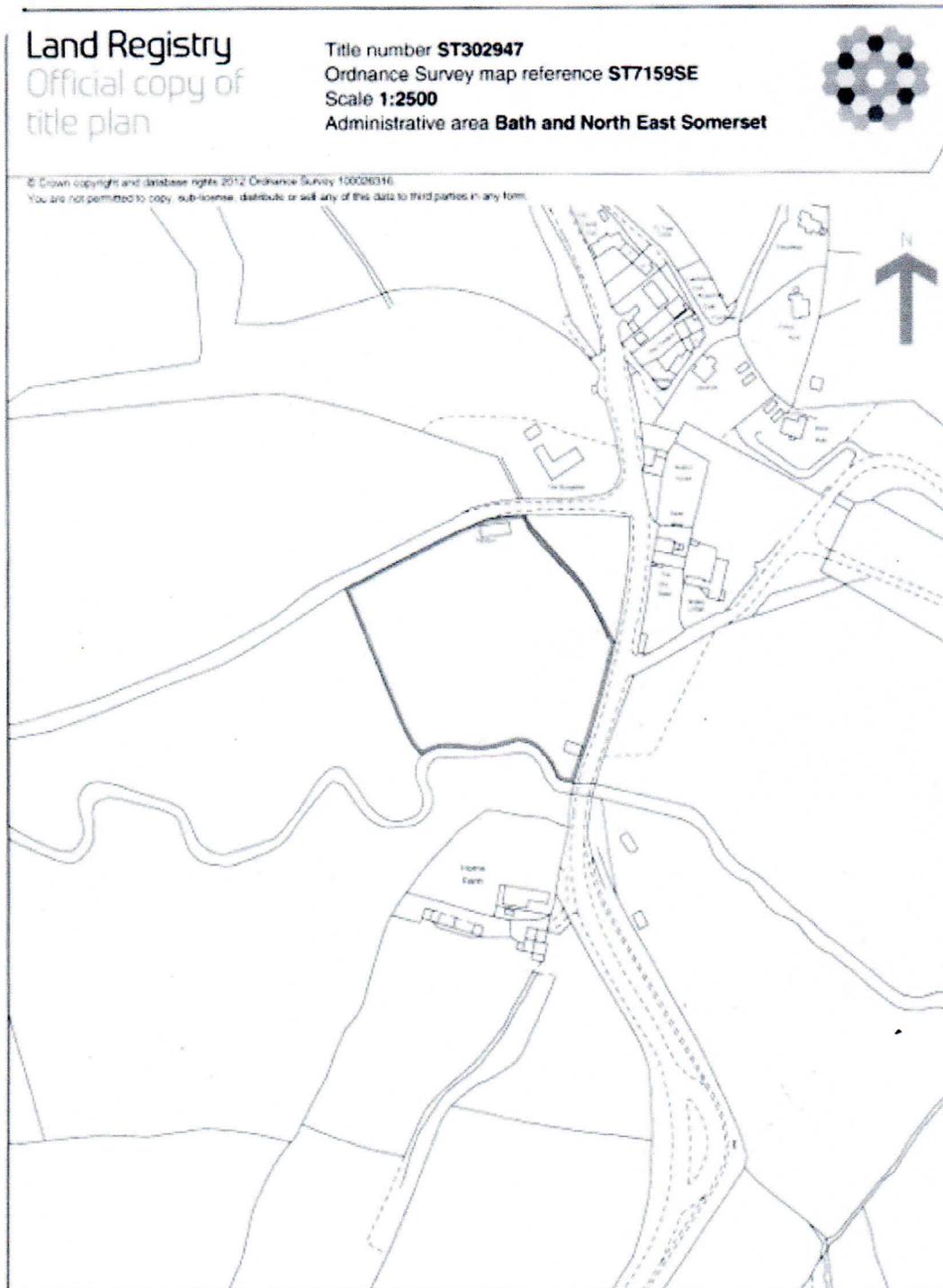
3. The parish council will be responsible for keeping the bank clear of brambles and vegetation. The same contractor as used in Feb '25 will maintain the bank annually in both the Manders Orchard and the Cricket Ground at the PC’s expense.
4. The club will be responsible, at its own expense, for following up the drainage ditch work completed in point 2 by the parish council contractor. The Club will keep the drainage ditch along its entire length, from where it enters the grounds to where it discharges into the Cam Brook, clear of silt to allow the water to flow unimpeded. This maintenance work to be completed annually. Adequate clearance involves routine maintenance sufficient to retain the flow of water that has been achieved by the contractor in Feb '25 to avoid the outfield becoming flooded again. If at any time the cricket club needs any further clarification regarding this maintenance work a short site meeting can be arranged. The parish council would assist at times of exceptional rainfall or flooding.
5. The parish council will be responsible for clearing the ditch as required should it become silted up due to exceptionally heavy rainfall as recorded by the met office.

### **The Old Disused Garage.**

Reference the decrepit, going on dangerous, state of the old garage. In order to minimise the risk of injury the parish council does not require the club to do any remedial or maintenance work on it or in it. The future of the garage should be subject to a joint discussion at some time in the future (within the term of the 2026 agreement.) Who knows, we may at some far-off point see a

case for some sort of "Community Scheme" funding from BANES or other Granting body. We might see the PC and the club keeping a shared sit-on mower in a secure, replacement building for maintenance of the cricket ground and Manders orchard. In the meantime the PC will obtain a "Dangerous Building Keep Out" sign and fix it to the garage.

## Appendix 2 – Land Registry Site Plan 06.12.2012



**This official copy issued on 6 December 2012 shows the state of this title plan on 6 December 2012 at 15:35:11. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).**  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.  
**This title is dealt with by Land Registry, Plymouth Office.**