

# **Easton** on the **Hill** Parish Council

## **AGREEMENT BETWEEN ADIDDA CRICKET CLUB AND EASTON ON THE HILL PARISH COUNCIL FOR THE HIRE OF PLAYING FIELD AREAS AND SPORTS PAVILION FROM 14<sup>th</sup> APRIL TO 14<sup>th</sup> SEPTEMBER EVERY YEAR FOR 10 SEASONS COMMENCING FROM 2025/26 SEASON**

This Agreement sets out the basis upon which Easton on the Hill Parish Council of c/o Village Hall, 41 New Rd, Easton on the Hill, Stamford PE9 3NN (the “**Parish Council**”) grants Adidda Cricket Club (“**ACC**”) of [ ] represented by Senthil Kumar (Chairman) and Arunkumar Narayanaswamy (Treasurer) exclusive use of the cricket pitch and pavilion forming part of the Easton on the Hill playing fields, Ketton Drift, Easton on the Hill, PE9 (“**Playing Fields**”) but excluding the separate toilet/shower block more particularly shown edged red on the drawing attached (“**Premises**”) save for those periods at the beginning and end of each cricket season which overlap with the football season when the use shall be semi-exclusive ie shared with the football club (if any) and any cricket matches to be played during any overlap will be arranged in accordance with the following priorities:

- ACC will have priority from 14<sup>th</sup> Apr – 30<sup>th</sup> Apr in each year
  - Football club will have priority from 1<sup>st</sup> Sept – 14<sup>th</sup> Sept in each year
  - Football club shall play no matches in August
  - Football Club shall not use the Junior pitch before 14<sup>th</sup> September or after 14<sup>th</sup> March in each year.
  - Football club shall not use the pavilion before 14<sup>th</sup> September or after 14<sup>th</sup> April in each year.
  - All dates are inclusive.
  - ACC will liaise with the football club to schedule games during times that overlap their season.
1. This Agreement is for ten (10) seasons commencing on 14<sup>th</sup> April 2025 and ending on 14<sup>th</sup> September 2036, subject to each party’s right to terminate the Agreement on 30<sup>th</sup> May in any year on giving no less than twelve (12) months prior written notice to the other party.
  2. Renewal/and or additional bookings are subject to Parish Council prior approval. Applications for approval will be submitted in writing to the Parish Council and approval will require majority backing from the Parish Council. This includes re-negotiation of rates, terms of the Agreement and all applicable clauses.
  3. The Council will not rent the premises to any other cricket club for the period of this Agreement.
  4. The representatives signing for ACC are over 18 and acknowledge their responsibility for paying the hire charges, as agreed prior to hire, and the cleanliness and tidiness of the area during and after each match / training session.
  5. Hire charges:

- 26/27 Season: £250 per calendar month payable in advance prior to commencement of the month to which it relates (flat rate, irrespective of home/away fixtures).
  - Hire charges will be invoiced in advance on a monthly basis and will be sent to [nrskumar@gmail.com](mailto:nrskumar@gmail.com)
  - Subsequent seasons: Hire Charges will be reviewed prior to commencement of each season and shall increase by no less than the Parish Council Precept.
6. Hire charges are non-refundable save in the event of:
- significant reductions in the usage schedule (i.e. excessive cancellations) following review and approval of the Parish Council;
  - ACC ceasing to exist; or,
  - a force majeure event.
- In any of the circumstances described above Parish Council will provide a partial refund.
7. Hire charge includes electricity and water usage but does not include cleaning of the premises, pitch marking, goals/nets or public liability insurance (ACC to hold their own per clause 13).
8. ACC is responsible for ensuring that cricket related activities are carried out wholly within the Premises.
9. A copy of any notices served by ACC under this Agreement must be sent to the Clerk of the Parish Council.
10. The Parish Council reserves the right to cancel this Hire Agreement summarily in the event of a breach of these conditions or if, at any time in the opinion of the Parish Council, the area is unfit for use. The Parish Council will not be responsible for any expenditure incurred or loss sustained by ACC or any other person connected, arising from such a decision.
11. ACC must make its own arrangements for First Aid facilities where necessary on the field. In this connection ACC will keep the Emergency Action Plan details up to date and displayed on the pavilion notice board.
12. To ensure safeguarding, ACC will require all coaches/club staff to obtain up-to-date enhanced DBS checks.
13. ACC shall maintain adequate public liability insurance for club members and any contractors working on the pitch to cover the risks arising from the activity and will provide a copy annually to the Parish Council.
14. This Agreement is personal to ACC and is not capable of assignment by ACC without the prior written agreement of the Parish Council.
15. The Premises shall not be used for any other reason other than that as stated herein and ACC shall not in its exercise of the rights granted hereby interfere with the right of the Parish Council and persons authorised by it to use and enjoy the adjoining land and premises, nor cause nuisance or annoyance to the Parish Council or neighbouring owners or occupiers.
16. The Parish Council will inspect the ground and pavilion at the start of the season to ensure the Premises are suitable for the activity and is in a reasonably safe condition and state of repair sufficient for the activity to take place. The Parish Council makes no warranty as to whether the Premises is suitable for ACC's intended use and it shall be for ACC to ensure no activity takes place for which the ground is not safe or suitable.

17. ACC is responsible for an ongoing check of the suitability of the area for the activity (including checks for hazards e.g. animal faeces, rabbit holes and broken glass) and ACC will ensure all proper precautions are taken to ensure the activities are carried out safely and without risk of injury to any person or damage to any property and to avoid unnecessary damage to the wicket and outfield. ACC shall be responsible for any costs incurred for making good any unnecessary damage caused by ACC or its associates.
18. ACC to make good the playing surface (ie wicket and outfield) after each use.
19. After each match / training session ACC will ensure that the Premises are cleared of all rubbish and will take measures to ensure that members of ACC, their opponents and their guests and spectators ("**Attendees**") using other parts of the Playing Fields do not leave rubbish other than in the bins provided.
20. ACC is responsible for its own equipment. Excess equipment can be stored in the scoring shed during the closed season (ie when the football club is using the premises).
21. ACC will not erect, construct or dismantle any buildings, pitches, surfaces, or structures without written consent of the Parish Council, nor cut down any trees on or adjacent to the Playing Fields.
22. The car park at the Playing Field accessed via Ketton Drift can be used, however ACC acknowledges and agrees that :
  - the car park at the Playing Fields can be used, however to minimise the number of cars driving through up Westfields and along the Ketton Drift, ACC will encourage all Attendees (a) to park their motor vehicles on public roads and designated parking areas in Easton on the Hill and (b) to share vehicles.
  - ACC will ensure all vehicles are parked in a manner which does not obstruct any public or private right of way or be a nuisance or annoyance to anybody and will encourage Attendees to take care and drive slowly along Ketton Drift at an appropriate speed.
  - ACC will comply with any bylaws and regulations currently in force in respect of the Playing Fields and access to it.
  - ACC will send appropriate communications to home and away teams about driving carefully and to remind users of low speeds and exiting Easton on the Hill by turning right along "The Crescent" to avoid excess/two-way traffic along Westfields.
23. ACC and all Attendees will respect other members of the public using the Playing Fields. They will be mindful of children using the play equipment nearby and behave in an appropriate manner. ACC will demonstrate zero tolerance in the use of expletives.
24. Any conditions above regarding damage applies to the whole of the Playing Fields, including the cricket wicket/outfield, if caused by ACC or Attendees.
25. ACC is responsible and liable for all claims/damages caused to property and/or personnel during the use of the Premises, including injuries to players officials and Attendees and any associated ambulance fees that may be payable in respect to injuries.
26. ACC will observe all reasonable and proper regulations made or updated by the Parish Council from time to time and notified to ACC related to the use of the Premises, the remainder of the Playing Fields including the car parking and access and egress along Ketton Drift. Regulations in force related to use of the Premises as at commencement of this agreement are set forth in the Schedule hereto.
27. ACC will ensure that pavilion is left in a clean and tidy condition after each use. It must have clean floors and, if needed, these can be washed during the week and must be done

by the following Wednesday lunchtime. The pavilion will be checked by the Parish Council and they will be the judge of the cleanliness. In the event of default by ACC The Parish Council reserves the right to undertake cleaning at the cost of ACC on a full indemnity basis.

28. The Parish Council will arrange for the pavilion to be cleaned at its expense in April & September

29. Special Conditions:

- ACC can use the Premises for 26 league matches normally on Saturday or Sunday plus training, kids coaching, and net sessions weekly. The days of matches to be confirmed to the Parish Clerk in advance
- The Parish Council will be responsible for mowing the outfield along with the general mowing of the whole playing field.
- ACC will mow the wicket using the Parish Council mowers and will provide fuel.
- The Parish Council will keep the mowers regularly serviced and fit for purpose but in the event that mowers need replacing and are not covered by the council's insurance, then ACC will come to an agreement over shared costs. (See attached Annex EOTH PC clarification on the funding of mower parts)
- The Parish Council will continue to provide and maintain the existing:
  - a. Sight Screen
  - b. Scoreboard
  - c. Wicket Covers
  - d. The Nets
- Any renewal or replacement of the above stated items would be a shared cost of 50/50.
- The Parish Council reserves the right to review and update these Special Conditions at any time.

30. Landlord & Tenant Act 1954 Formalities:

- There is no agreement for lease to which this Agreement gives effect
- The parties confirm that the Parish Council served a notice on ACC, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this Agreement, not less than 14 days before this Agreement was entered into.
- Senthil Kumar, Chairman and Arunkumar Narayanaswam who were duly authorised by ACC to do so each made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

Accordingly ACC and the Parish Council hereby agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this Agreement.

**I have read and understood and will abide by the general regulations and terms and conditions of the hire agreement of playing field areas and sports pavilion and I have seen and agree to the hire charges. I confirm that the club has sufficient, relevant and valid insurance as per condition 13 above.**

Adidda Club:

Signed: Senthil Kumar (Chairman)\_\_\_\_\_

Signed: Arunkumar Narayanaswamy (Treasurer)\_\_\_\_\_

Easton on the Hill Parish Council

Signed\_\_\_\_\_

Name:

Title:

Date\_\_\_\_\_

## REGULATIONS FOR USE OF THE PAVILION

### 1. General

- Use of Facilities - players must not wash boots in the showers or sinks.
- Stored equipment- the Parish Council accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. No cash to be left on premises.
- Footwear - no studded or spiked footwear is to be worn in the bar area where possible.
- Security - all users are responsible for locking up doors and ensuring the lights, heating and water are turned off after use. The Parish Council reserves the right to charge an additional amount if this is not done.
- Waste - please ensure all waste is disposed of into the bags provided and emptied at the end of each use.
- Keys – two keys for the pavilion will be provided and any additional keys will be paid for by the club.
- Gaming, betting, and lotteries - you must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.
- Alcohol - if you wish to supply alcohol on the premises, you must hold the necessary licence, as required by North Northamptonshire Council and send a copy to the parish clerk. Alcohol is to be secured on the premises in accordance with the terms of the licence.
- No Underage Drinking - in all cases where alcohol is supplied, whether sold or provided for free, it is the responsibility of the licence holder to ensure that no underage person is allowed to consume alcohol, under any circumstances. If there is any doubt about a person's age, credible identification must be provided.

### 2. Safeguarding children, young people, and adults at risk

You are required to appoint a Designated Safeguarding Lead and inform the parish clerk. You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

### 3. Health and safety and fire safety

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise. You must also comply with our health and safety policy which is displayed in the hall and in accepting these terms you agree to it. You must call the Fire Service to any outbreak of fire, however slight, and give details to the Parish Council. You acknowledge that you will read all fire notices and evacuation procedure and ensure that all occupants and attendees are aware of the following matters.

- **Fire Notice (ie the action to be taken in event of fire).** You must ensure that an appropriate **notice is displayed inside** to include calling the Fire Brigade and evacuating the building and being aware of the following:

- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Location of the first aid box.
- That all fire exits are unlocked.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.
- Procedure if a **fire breaks out ie**
  1. Raise the alarm to all inside.
  2. Evacuate the pavilion through the fire exit, as per the evacuation plan.
  3. Hirers must ensure the safe exit of all users, including those needing more assistance.
  4. Call the fire service.
  5. Only tackle the fire if it is safe to do so with fire extinguishers and you have been adequately trained.

- **Drunk and disorderly behaviour and supply of illegal drugs.** You must ensure that to avoid violent or criminal behaviour:

- no one attending the event consumes excessive amounts of alcohol
- no illegal drugs are brought onto the premises.

- drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity.

- **Food, health and hygiene.** You must, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. Individuals preparing or selling food must have a relevant and up to date Food Hygiene Certificate to a minimum of Level 2. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.
- **Electrical appliance safety.** You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, fit for purpose and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and PAT tested before use. It is the responsibility of Parish Council to ensure that annual PAT is completed.
- **Smoking / vaping.** You must comply with the prohibition of smoking and vaping in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke or vape does so outside and disposes of cigarette ends, matches etc in a tidy and responsible manner, so as not to cause a fire.
- **Accidents and dangerous occurrences.** A first aid kit is in the pavilion. You must report any accident or injury to the parish clerk as soon as possible any failure of our equipment or equipment brought in by you. You must ensure if anything out of the First Aid Kit is used it is reported to ensure it can be replenished. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must ensure the displayed emergency action plan is up to date.