

Batheaston Parish Council and Batheaston Sports Foundation

Draft Management and Support Agreement

1. Purpose

This Agreement sets out the management, financial and administrative support arrangements between Batheaston Parish Council ("BPC") and the Batheaston Sports Foundation ("BSF") in the period until the completion of the lease of the sports facilities and associated property to BSF and thereafter.

The parties acknowledge their shared objective of ensuring the continued successful operation, maintenance and development of the sports facilities for the benefit of the local community.

The parties recognise that, following completion of the Lease, BSF will operate the facilities independently whilst maintaining a close working relationship with BPC. The support provided by BPC under this Agreement and the provision of facilities by BSF are intended to reflect the mutual benefit arising from that relationship and the shared objective of delivering community facilities and services for the residents of Batheaston.

2. Commencement and Term

This Agreement shall come into effect when each party has formally approved it.

It shall take effect immediately, and the initial term shall run from the commencement date until 31 March 2027.

Thereafter, the Agreement shall be reviewed annually by both parties and, subject to approval by BPC and BSF, renewed for successive periods commencing on 1 April each year.

Any amendments to this Agreement shall be agreed in writing by both parties following the annual review.

3. Provisions during the period before the lease is in place.

BPC will provide the support set out in Section 4 below. Provisions in Section 8, Termination and 9, General, apply.

4. Support Provided by BPC

BPC agrees to provide BSF with the following support:

a. Administrative Support

Administrative assistance of up to 10 hours per week, including such activities as may reasonably be required to support the operation of the facilities, including:

- Financial administration.
- Bookkeeping and record keeping.
- Meeting administration.
- Correspondence and communications.
- Governance support.
- Other reasonable administrative services agreed between the parties.

b. Use of Facilities

Upon commencement of the Lease, BSF shall make its facilities available to BPC, free of charge, for Parish Council business and community purposes, subject to reasonable notice, availability and operational requirements.

Such facilities may include, but are not limited to, the Rhymes Pavilion.

BSF shall not unreasonably withhold permission for use by BPC, provided that:

- The proposed use does not conflict with prior bookings or operational requirements;
- The use is for legitimate Parish Council or community purposes; and
- Any special requirements are agreed in advance.

c. Financial Support

BPC shall provide financial support sufficient to enable BSF to operate the leased facilities during the term of this Agreement.

The level of support shall be based upon maintaining, as far as reasonably practicable, the existing balance between:

- Operating costs;
- Existing income streams; and
- Any agreed budget requirements.

The annual level of support shall be reviewed as part of the annual review process set out in Section 6.

5. Responsibilities of BSF

BSF shall:

- Manage and operate the leased facilities in accordance with the lease.
- Maintain appropriate financial records.
- Provide BPC with such information as may reasonably be required to review the effectiveness of this Agreement.
- Work collaboratively with BPC to maximise community benefit and financial sustainability.

6. Monitoring and Liaison

- a. BSF will provide a written report to BPC quarterly**
- b. BPC will on a timely basis inform BSF of any change that may be of interest to BSF trustees.**
- c. Representatives of BPC and BSF shall meet periodically, and not less than once annually, to review:**
 - Financial performance.
 - Development plans.
 - Facility usage.
 - Community benefit.
 - Administrative support requirements.
 - Future priorities and objectives.

7. Annual Review

- a. This Agreement shall be formally reviewed each year before 1 April.**

The review shall consider:

- The level of administrative support required.
 - Financial support requirements for the forthcoming year.
 - Usage of BPC facilities by BSF.
 - Any proposed amendments to this Agreement.
- b. The continuation of this Agreement shall be subject to approval by both BPC and BSF.**

8. Termination

Either party may terminate this Agreement by giving not less than nine months' written notice to the other party.

Termination of this Agreement shall not in and of itself alter the operation of the lease unless otherwise provided within the lease.

During the period of notice, the parties will seek to agree a suitable agreement to provide mutual assurance and protections. If this is not possible, steps will be taken to cancel the lease, and for the property, facilities, funds and other assets of BSF to revert to BPC for appropriate use in pursuance of the charitable objectives of BSF.

9. General

Nothing in this Agreement shall create a partnership, agency or employment relationship between the parties.

Both parties agree to act in good faith and in the best interests of the community in carrying out the provisions of this Agreement.

Richard Maccabee

Batheaston Parish Clerk and Interim Secretary to BSF

8th July 2026