

DATED

2018

THAME TOWN COUNCIL

and

THAME FOOTBALL PARTNERSHIP

AGREEMENT TO WORK TOGETHER

Relating to a new Artificial Pitch at Meadow View Park

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THIS AGREEMENT is made the

2019

BETWEEN

(a) Thame Town Council (**the Council**) of Town Hall, High Street, Thame, Oxfordshire OX9 3DP

and

(b) *Thame Football Partnership (Thame United FC and Thame Boys, Youth and Girls FC) Limited, Company Registration number 7119444 registered office is at 3 Priest End, Thame, Oxon OX9 2AE* (**the Club**)

jointly referred to as ("**the Parties**")

1. Introduction and Definitions

1.1.1. The Parties wish to enter into this Agreement in order to facilitate and deliver a new full size Artificial Pitch at Meadow View Park, Thame, ("**the Project**") which will after delivery be operated by the Club for the benefit of the community.

1.1.2 This Agreement sets out the roles and responsibilities of the Parties, the objectives and specifications of the Project and how these will be achieved.

1.1.3 Additional Definitions

(a) Project Manager means the Club (or their appointee)

(b) Working Group means the working group defined in a separate Terms of Reference

(c) Management Accounts means the overall project control spreadsheet

(d) Building Contract means the contract or contracts entered into by the Council or the Club with the Building Contractor for the building of the Project

(e) Building Contractor means xxxx (to be appointed likely to be Surfacing Standards Ltd)

(f) Certificate of Practical Completion means the certificates issued by the Building Contractor confirming practical completion of the Building Contract

2. Objectives of the Parties

2.1 To assist with delivery of the Project in order to provide community facilities for the benefit of the community of Thame and the members of the Club

2.2 To identify and make available sufficient funding to deliver the Project.

2.3 To identify, agree and implement an appropriate management structure for the Project

3. Roles & Responsibilities

3.1 The Council shall fulfill the following duties:

- Continue to grant the Club Lease as Landlord, but reduce the annual rent from £50 to £1 with immediate effect, including for the 2018-19 financial year
- Provide funding up to £10,000 as agreed at the Council meeting held on the 22 January 2019.
- Assist with securing relevant CIL or Section 106 Agreement payments from South Oxfordshire District Council
- Be the applicant name on any grant applications made for the project (with relevant forms being completed by the Club)
- To receive and pay funds relating to the Project through the Council's Bank Account (or a separate dedicated Bank Account) where such funds shall be identifiable as relating to the Project
- Support the Project through the establishment of a Working Group whose terms of reference shall be those annexed hereto and who shall report to the Council acting on advice from the appointed Project Manager, including making all payments to contractors and consultants on receipt of invoices confirmed as payable by the Project Manager and authorised by the Clerk to the Council in accordance with normal Council procedures
- Submission of grant claims and receipt of grant monies, VAT reclaims and payments and general financial accounting relating to the Project
- Under the management of the Club, enter into a simple agreement with the Building Contractor (the Building Contract) for the construction of the Project in accordance with the schedule of works agreed to be carried out under the terms of the Building Contract and the tender evaluation (based on the funds available to the Council through grant applications)
- Enter into any necessary agreements with the consultants and bodies thus far engaged on the Project
- If required to do so, to expeditiously execute any legal agreements and / or any required changes to the relevant leases
- Provide all necessary warranties and guarantees as specified in Clause 9.
- On completion of the Project to account to the Club for any capital funds received by it in accordance with Clause 5.4 of this Agreement

3.2 The Club shall fulfill the following duties:-

- Minimise the work involved by the Council, which is mainly involved through the financial benefits to be accrued to the Club
- Submit all Planning Applications as may be required
- Manage the overall build project advising the Council of progress through the Working Group
- Continue to comply with the terms of the existing lease (and any required amendments)
- Ensure full community use of the Artificial Pitch within 30 days of the Council and the Club receiving and accepting a Certificate of Practical Completion of the Project
- Appoint members to the Working Group and take part in the same in accordance with the annexed terms of reference

- Obtain additional funding for the Project particularly from Sports and community bodies – wherever possible in the name of the Council
- Attempt to secure any additional grant funding that may be available or required to complete the Project – wherever possible in the name of the Council
- Arrange for all grant funding secured for the development to be applied to the Project and associated costs and to comply with the terms of such grants on completion of the Project
- If any funds are only available to the Club, then enter into a Building Contract for the construction of the Project in accordance with the schedule of works agreed to be carried out under the terms of the Building Contract and the tender evaluation (based on the funds available to the Club)
- Keep the Working Group and the Council informed of any proposed changes in the Project definition / specification
- If required, enter into agreements with the consultants / bodies thus far engaged on the Project
- Establish that all contractor access / egress during the overall build project does not impact on immediate neighbours.
- Work proactively with all near neighbours at all times to minimise negative impact of the overall build project.
- Actively engage with other clubs and local groups in Thame to seek continued support for the Artificial Pitch
- Ensure that all Equality requirements of the project are conformed to
- Continue the promotion of all relevant aspects of football to ensure widest possible participation.
- Ensure that sponsorship displays are kept to a reasonable minimum, including agreement with the Landlord in advance of display.
- If required to do so, to expeditiously execute any legal agreements.
- In consultation with the Council as appropriate to develop and agree a communications and marketing plan
- After consultation with the Council to arrange all activities relating to the opening event on completion of the Project
- Continue to deliver existing provision whilst the Project is under construction
- On completion of the Project to manage the completed facility to the highest corporate governance standards and in accordance with the provisions of the Lease

3.3 Collectively the Parties shall:

- Arrange for the Working Group to meet as often as is reasonably required by the Council or the Club to monitor progress and at such meeting to discuss and consider the Management Accounts
- Promote the Project at all times

4. Development Obligations

4.1 The following items are required to be agreed by the Parties and in place before the Building Contract can be executed and works under the Building Contract can commence:-

- Where possible to arrange for the existing Grant offers to be assigned to the Council
- Approval of all relevant terms and conditions relating to grant funding allocated to the Project
- Agree the Project budget and confirm that there is a sufficient funding package to cover all costs identified in the Project plan
- Contingency funds for unforeseen costs in connection with the build cost of the Project (but not any fitting out costs)

5. Finance

- 5.1 The Council shall manage the cash-flow for the Project (where funds are allocated to it), and liaise directly with the Project Manager.
- 5.2 Payment terms with all contractors shall be agreed at no less than 28 days from receipt of a proper invoice and otherwise in accordance with the terms agreed with the Project Manager and the Council
- 5.3 All expenditure has to be approved by the Community Services Manager / Town Clerk in line with Financial Regulations with the appropriate purchase order raised with the Council following approval. The Council shall not be obliged to pay such invoices in the absence of any funds in the Council's account relating to the Project
- 5.4 Any surplus capital funds remaining in the development account on completion of the Project and after all retentions have been paid and the Council is satisfied that it has no further liability to any third party shall be earmarked for use as working capital .

6. Liabilities and Insurance

- 6.1. The Club and the Council shall undertake to ensure that all appropriate insurance, including third party insurance in respect of death of or injury to any person or persons and/or damage to property is in place prior to commencement of the Project.

7. Disputes

- 7.1 In the event of any dispute or disagreement between the Parties they shall endeavour to resolve such disputes through discussion if necessary in the presence of an independent Chairman.
- 7.2 If such discussions do not resolve the dispute or disagreement the same shall be decided to a single arbitrator appointed in default of agreement between the Parties by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1996 who decision shall be final and binding on both Parties.
- 7.3 The cost of such arbitration shall be divided equally between the Parties

8. Termination

- 8.1 This Agreement shall remain in force for a period of 21 months from the date of this Agreement whichever is the earlier but this period will be extended for periods equal to any extensions of time granted pursuant to the terms of the Building Contract unless otherwise agreed between the Parties

9. Indemnities

- 9.1 The Parties shall use all reasonable endeavours to procure that the contractor under Building Contract and all other suppliers who provide services under the Building Contract or any other build and fit out contracts relating to the project, shall keep the Parties indemnified against all loss arising from any breach of its obligations under this Agreement including any arising from personal injury to, or the death of, any person or any damage to any property.
- 9.2 The Parties indemnify each other (as the case may be) from and against all or any liabilities to the other Party or third parties arising from or as a result of the terms of the Building Contract or any breach of the same to the extent that either Party is unable to recover such liabilities from the contractor under the Building Contract or the Project Manager
- 9.3 The Parties will assign and transfer to each other the benefit of any collateral warranties entered into in respect of contracts relating to the Project

10.0 Indemnity insurance

The Parties shall procure that the Building Contractor shall maintain professional indemnity cover in a sum not less than £10 Million in respect of its obligations under this Agreement until the first anniversary of the date on which the Parties' obligations under this Agreement have been discharged.

THE COMMON SEAL of THAME

TOWN COUNCIL affixed in

the presence of

Councillor

Councillor

EXECUTED AS A DEED

By Thame Football Partnership

Limited acting by a Director

Director

in the presence of :

Witness Signature

Witness Name

Witness Address