

DATE:

12 DECEMBER

2023

**Operational Agreement relating to Markfield Community Centre and Recreation Ground, Mayflower Close, Markfield, Leicestershire as more particularly described in the lease of even date with this Agreement made between (1) The Parish Council of Markfield (2) Markfield Recreation Ground Trust (acting by its trustee The Parish Council of Markfield) and (3) ME Sports in the Community CIC ("the Property") ("the Lease")**

**Definitions:**

**MPC:** The Parish Council of Markfield whose principal office is at Markfield Parish Office, Markfield Community & Sports Centre, Mayflower Close, Markfield, Leicestershire, LE67 9ST.

**MRGT:** Markfield Recreation Ground Trust registered with charity number 521463 and whose principal office is at Markfield Community Centre, Mayflower Close, Markfield, Leicestershire, LE67 9ST.

**ME:** ME Sports in the Community CIC incorporated and registered in England and Wales with company number 12494736 whose registered office is at 232 Leicester Road, Markfield, LE67 9RG.

1. This Agreement:
  - a. Sets out the respective responsibilities and roles of MPC (on behalf of itself and MRGT) and ME in relation to the operation of the Property and under the Lease.
  - b. Ensures effective joint working and good liaison between MPC (on behalf of itself and MRGT) and ME.
2. This Agreement commences on the same date as the Lease and subsists for the same period and no variations to this Agreement will be effective unless recorded in writing and signed by both parties.
3. MPC and ME agree that nothing in this Agreement will in any way create a partnership between them.
4. ME will attend and orally report on the operation and terms of the Lease every **quarter** to the MPC Policy and Resources Committee on dates to be notified following the MPC Annual Parish Meeting held in May each year.
5. ME and MPC will meet **annually** to formally review and monitor the Lease at a date to be agreed. ME will supply a written report to MPC at least four weeks before the Annual Review Meeting. This should include but is not exclusive to proof of:
  - a. Public liability with a limit of indemnity of not less than 10,000,000 with a reputable insurance company; and
  - b. Maintaining current policy documents relating to:
    - i. Safeguarding children and vulnerable adults;
    - ii. Health and Safety;
    - iii. Financial policies and procedures;
    - iv. Insurance liability as agreed;
    - v. Data protection;
    - vi. Complaints;

- vii. Current Asset Register;
  - viii. Equality and Diversity; and
  - ix. Financial performance of ME.
6. Should MPC or ME be dissatisfied with the relationship with the other or have a grievance both parties should attempt to resolve the matter through informal liaison with the Clerk of MPC and the operational member of staff on the Property. If the issue remains unresolved, either party may request a special meeting between MPC Policy and Resources Committee and Officers of ME.
7. This Agreement will terminate if a written notice from either party to the other if any of the following apply:
  - a. The other party ceases to exist;
  - b. An Insolvency Event (as defined in limbs (b) and (d) of the definition of Forfeiture Event in the Lease) occurs to one of the parties;
  - c. There is a material breach of this Agreement;
  - d. The other party has been given notice of a breach and reasonable opportunity to remedy that breach and has failed to do so within a reasonable time frame stipulated in any notice served; or
  - e. Termination of the Lease.
8. ME will indemnify MPC and keep MPC indemnified against all losses and liabilities resulting from TUPE.
9. Each party undertakes to not at any time, disclose any confidential information concerning the business affairs, clients, customers or suppliers of the other party they come to have knowledge of unless it is necessary to carry out party's obligations under this Agreement or required by Law.
10. Matters relating to ME shall not appear on the public MPC Agenda unless relating to those matters required as transparency and statutory reporting by MPC.
11. MPC will issue to the Tenant ME full Operating and Maintenance Manuals for the Property, following completion of the Lease. The documents will consist of "Hard Copy" files to be kept at the Property together with an electronic copy to monitor any updates and amendments as necessary. ME will maintain and update the files and ensure that all Compliance Inspections and checks are undertaken as they become due and any resultant actions and works are completed in a timeous manner.
12. MPC will issue to ME a Monthly Checklist which ME will complete and return to the Clerk of MPC in accordance with the schedule of dates issued by the Clerk in May of each year.

**EXECUTED** as a **DEED** by

**THE PARISH COUNCIL OF MARKFIELD**

as custodian trustee of Markfield Recreation Ground Trust

acting by two Parish Councillors

Signature of Parish Councillor: .....

Name: .....

Signature of Parish Councillor: .....

Name: .....

in the presence of the Parish Clerk:

Signature of Parish Clerk: .....

Name: .....

Address: .....

**EXECUTED** as a **DEED** by

**THE PARISH COUNCIL OF MARKFIELD**

for and on behalf of Markfield Recreation Ground Trust,

acting as its sole charity trustee,

acting by two Parish Councillors

Signature of Parish Councillor: .....

Name: .....

Signature of Parish Councillor: .....

Name: .....

in the presence of the Parish Clerk:

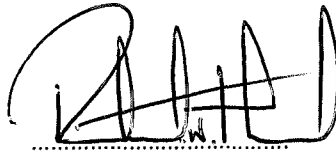
Signature of Parish Clerk: .....

Name: .....

Address: .....

EXECUTED as a DEED by

ME SPORTS IN THE COMMUNITY CIC



Acting by [ Richard Hill ]

a director

in the presence of:

.....

Witness Signature NHMSA

Name: Maxine Michalowski

Address: 140 Heather Primary School, Main Street, Heather, LE67 2QP

Occupation: Headteacher.