

**DATED 1<sup>st</sup> April 2023**

## **MANAGEMENT AGREEMENT**

- (1) **The Priory Charity Trust** (Charity No 273022) of Ware Priory, High Street, Ware, Hertfordshire, SG12 9AL ("**the Trustee**") and
- (2) **Ware Town Council** of The Priory, High St, Ware SG12 9AL ("**the Council**")

### **RECITALS**

- A. The Trustee is the Managing Trustee of The Charity, the legal owner of the Priory Building and its grounds known as the Priory.
- B. The Trustee has requested that the Council undertake the management and maintenance of the Priory on behalf of and for the benefit of the Charity as the Charity has limited funds.
- C. The Council has resolved that as the Priory is for the benefit of the Town of Ware it will undertake the management and the maintenance and other works on the basis set out in this Agreement.

### **OPERATIVE PROVISIONS**

#### **1. Definitions and interpretation**

In this Agreement the following terms shall, except so far as the context otherwise requires, have the following meanings:

**"the works"** means the maintenance of the Priory and other works as the parties shall agree from time to time to comply with clause 2.3.1 of this Agreement

**“the Period”**

means from the date of this Agreement for a period of 10 years and thereafter until determined in accordance with Clause 3

**2. Agreement**

- 2.1. It is agreed by the Trustee that the Council shall manage the Priory for the Period
- 2.2. The Council will maintain the Priory and ancillary facilities for the benefit of the inhabitants of Ware and the neighbourhood without distinction of sex or of political religious or other opinions
- 2.3.1 The Council will keep the Priory and ancillary facilities in a condition that is no worse than as exists at the date of this Agreement and will maintain all structures in a good and substantial state of repair and condition replacing any structure or part of a structure which is beyond economic repair unless requested not to do so by a duly constituted meeting of the Trust
- 2.3.2 The Council will not erect or permit to be erected any new structure on the Priory other than those in respect of which it has consent at the date of this Agreement without the previous written consent of the Trustee.
- 2.4. The Council will take all reasonable steps to prevent nuisance and disorder and in particular to prevent any use which may be or become a nuisance or annoyance to the immediate neighbourhood of the Priory
- 2.5. The Council will impose on any person or organization which uses the facilities on the Priory those terms of hire rules and conditions (if any) as have previously been imposed by the Trustee subject to any additional terms
- 2.6. All expenses incurred by the Council in the care and management of the Priory be paid by the Council
- 2.7. The Council will effect such insurance as it shall deem appropriate and carry out risk assessments in accordance with the requirements of their insurers and comply with the requirements of such insurers from time to time

- 2.8. The Council will indemnify the Trustee against any expense liability loss claim or proceedings arising under any statute or at common law in respect of any injury or damage to any person or property arising out of the use and enjoyment of the Priory
- 2.9. Any works undertaken by the Council shall be carried out in a workmanlike manner and the Council shall at all times ensure that all current legislation relating to Health and Safety and other provisions designed for the safety of the public is complied with

### 3. **Termination**

The rights granted in clause 2 shall determine as follows:

- 3.1 immediately on the service of notice by the Trustee on the Council at any time following any breach by the Council of its undertakings contained in Clause 2
- 3.2 on 3 months notice served by the Trustee on the Council
- 3.3 by 3 months' notice served by the Council on the Trustee,
- 3.4 All notices served by either party pursuant to the provisions of this Agreement shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Clerk to the Town Council and to the Secretary of the Trust as notified to the Council from time to time.

**IN WITNESS** this Agreement has

been executed as a Deed by

**WARE TOWN COUNCIL**

by two Councillors in the presence of the  
Clerk Terry Philpott:

Councillor

Councillor

**IN WITNESS** this Agreement has been executed  
as a Deed by two Members of the Trust duly authorised by a  
resolution of the Charity to execute this Agreement  
in the presence of: -

Trust member

Trust member

Witness Signature

Witness Name

Witness Address