

# PLAYGROUND AGREEMENT

THIS AGREEMENT HAS BEEN PUT IN PLACE TO CLARIFY THE ROLES AND RESPONSIBILITIES OF BOTH CRANBORNE ASSOCIATION OF SPORTS CLUBS (CASC) AND CRANBORNE & EDMONDSHAM PARISH COUNCIL (C&EPC) WITH REGARDS TO THE PLAYGROUND SITUATED WITHIN THE RECREATIONAL GROUND.

THIS AGREEMENT HAS BEEN IN VERBAL FORMAT FOR SOME YEARS NOW.

BOTH PARTIES THEREFORE AGREE TO THIS BEING CONFIRMATION OF THE VERBAL AGREEMENT AND TO KEEP EACH OTHER INFORMED OF ANY CHANGES THAT MIGHT AFFECT THIS AGREEMENT.

THIS WRITTEN AGREEMENT CONTINUES UP TO AND INCLUDING 28<sup>TH</sup> SEPTEMBER 2039, BEING IN LINE WITH CASC CURRENT LEASE.

## **CASC COMMITTEE AGREE TO THE FOLLOWING:-**

- TO CONTINUE TO PAY THEIR ANNUAL RENT TO CRANBORNE ESTATE UNDER THEIR CURRENT LEASE WITH GASCOYNE HOLDINGS LIMITED;
- THE RENT IS FOR THE WHOLE SITE OUTLINED IN **BLUE** ON THE ATTACHED MAP – “**CRANBORNE PLAY AREA WITH OWNERSHIP**”;
- THIS INCLUDES THE AREA UNDER THE PLAYGROUND, OUTLINED ON THE MAP IN BLACK AND COLOURED IN PINK ON THE **ABOVE NAMED** MAP;
- THAT MEMBERS OF THE PUBLIC AND C&EPC ARE PERMITTED PEDESTRIAN ACCESS TO THE PLAYGROUND OVER THE REC, AT ALL TIMES;
- VEHICULAR ACCESS IS VIA THE **APPROVED ROUTE** AGREED BELOW;
- CASC CURRENT LEASE ENDS ON 28<sup>TH</sup> SEPTEMBER 2039;
- SHOULD CASC NOT RENEW THIS LEASE THEN THE WHOLE SITE, INCLUDING PLAYGROUND, AUTOMATICALLY RETURNS TO GASCOYNE HOLDINGS LIMITED (CRANBORNE ESTATE);
- CASC WILL INFORM C&EPC ACCORDINGLY, IF LEASE IS NOT TO BE RENEWED;
- WHEN ANY NEW LEASE IS AGREED BETWEEN CASC AND GASCOYNE HOLDINGS LIMITED, CASC WILL RENEW THIS AGREEMENT ACCORDINGLY WITH C&EPC;
- A SIGNED COPY OF THIS AGREEMENT WILL BE LODGED WITH CRANBORNE ESTATE OFFICES FOR COMPLETENESS AND THEIR RECORDS;
- THIS IS THE EXTENT OF CASC RESPONSIBILITIES FOR THE PLAYGROUND.

## **C&EPC AGREE TO THE FOLLOWING:-**

- THAT THE PLAYGROUND IS THE AREA MARKED IN BLACK AND COLOURED IN PINK ON THE **ABOVE NAMED** MAP AND C&EPC ARE RESPONSIBLE FOR ITS UPKEEP;
- THE REMAINDER OF THE LEASED SITE IS THE RESPONSIBILITY OF CASC;
- C&EPC WILL BE RESPONSIBLE FOR ALL EQUIPMENT WITHIN THE MARKED AREA, KEEPING IT INSURED AND MAINTAINED ACCORDINGLY;
- ALL FENCES MUST BE MAINTAINED AND KEPT IN GOOD ORDER BY C&EPC;

- THE HEDGE INSIDE THE PLAY AREA SHOULD BE CUT BACK AS C&EPC SEE FIT, TO ENSURE IT DOESN'T IMPEDE THE USE OF THEIR PLAY EQUIPMENT;
- THE GRASS WITHIN THE PLAYGROUND IS CUT AND MAINTAINED BY A C&EPC APPROVED CONTRACTOR;
- ANY APPROVED C&EPC CONTRACTOR REQUIRING VEHICULAR ACCESS TO THE PLAYGROUND DOES SO **BY PRIOR AGREEMENT** WITH CASC COMMITTEE AND CASC GROUNDSMAN;
- CONTRACTOR VEHICULAR ACCESS IS VIA THE **APPROVED ROUTE, WHICH IS AROUND THE RECREATIONAL GROUND, BETWEEN THE CRICKET BOUNDARY AND IN FRONT OF BOWLS GREEN, TO THE TOP OF THE FIELD AND THEN ACROSS THE TOP TO PLAYGROUND GATES;**
- ANY APPROVED C&EPC CONTRACTOR WISHING TO ACCESS THE PLAYGROUND ON FOOT MAY DO SO AT ANY TIME, VIA THE APPROVED ROUTE DESCRIBED ABOVE AND WITHOUT CASC APPROVAL.
- NO SKATEBOARD OR CONCRETE STRUCTURES WILL BE ERECTED WITHIN THE PLAYGROUND;
- NO DOGS ARE ALLOWED IN THE PLAYGROUND, IN LINE WITH MAIN REC RULES;
- C&EPC ARE RESPONSIBLE FOR ANY SIGNAGE REQUIRED AT AND FOR ALL PLAYGROUND USERS;
- SHOULD CASC LEASE NOT BE RENEWED THEN C&EPC ARE NO LONGER RESPONSIBLE FOR THE PLAYGROUND AS IT WILL REVERT TO GASCOYNE HOLDINGS LIMITED FOR CRANBORNE ESTATE.
- SHOULD C&EPC DECIDE TO WITHDRAW FROM THIS AGREEMENT AT ANY TIME THEN C&EPC ARE RESPONSIBLE FOR THE REMOVAL OF ALL EQUIPMENT ON THE SITE AND TO RETURN THE AREA TO A LEVEL FIELD WITH NO INTERNAL BOUNDARY FENCE.

THIS AGREEMENT HAS BEEN APPROVED BY THE FOLLOWING COMMITTEE MEMBERS:-

**FOR AND ON BEHALF OF CRANBORNE ASSOCIATION OF SPORTS CLUBS:-**

KIM FORD (CHAIRMAN) .....

LOUISE BEATTIE (SECRETARY) .....

STEPHANIE GROWDON (TREASURER) .....

SIGNED ON .....

**FOR AND ON BEHALF OF CRANBORNE & EDMONDSHAM PARISH COUNCIL:-**

SARAH FORWOOD (CLERK/RFO) .....

SIGNED ON .....