

Dated

16 May

2014

(1) LONDON BOROUGH OF RICHMOND UPON THAMES

- and -

(2) TWICKENHAM RIVERSIDE TRUST

MANAGEMENT AGREEMENT

Property:

**Land and Buildings at Diamond
Jubilee Gardens, Twickenham
Riverside**

Term:

10 years

THIS Agreement is made the

16

day of

may

2014

BETWEEN:

- (1) **London Borough of Richmond upon Thames Civic Centre 44 York Street Twickenham TW1 3BZ ("the Council")**
- (2) **Twickenham Riverside Trust a charitable company limited by guarantee (Charity No 1147557 and company number 7788702) whose registered office is at Minster House, 126a High Street Whitton TW2 7LL ("the Operator")**

IT IS HEREBY AGREED as follows:-

PART A: PRELIMINARY

1. Definitions and Interpretation

- 1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

"Lease"	the Lease as varied from time to time together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it a copy of which is amended to this Agreement as Schedule 1;
"Management Fee"	£1 per annum
"Plan 1"	the plan annexed to this Agreement at Schedule 2;
"Property"	the property shown edged red on Plan 1;

"Tenants Covenants"	the tenants covenants contained or referred to in the Lease
"Term"	10 years from and including the Term Commencement Date;
"Term Commencement Date"	16 MAY 2014
"VAT"	Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT.

1.2 In interpreting this Agreement:-

- 1.2.1 References to Clauses pages and Schedules are to Clauses and pages of and Schedules to this Agreement unless stated otherwise.
- 1.2.2 The expression ("the Council") includes the person for the time being entitled to the immediate reversion of the Lease.
- 1.2.3 The expression ("the Operator") refers to the Twickenham Riverside Trust.
- 1.2.4 Where reference is made to a statute or statutory provision this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute.
- 1.2.5 References to a "person" include any individual firm unincorporated association or body corporate and words importing the singular number

include the plural number and vice versa and works importing one gender include all genders.

- 1.2.6 A reference to an act or omission of the Operator includes an act or omission of the servants, appointees or agents and includes an act or omission of their respective employees and visitors and anyone at the Property with the express or implied authority of any one or more of them.
- 1.2.7 A consent of the Council shall be valid if it is given in writing and signed by a person duly authorised on behalf of the Council.
- 1.2.8 This Agreement shall be governed by and construed in accordance with the Law of England and Wales.
- 1.2.9 Any notice given to the Council shall be valid if it is given in writing and signed by a duly authorised signatory of the Operator.
- 1.2.10 The table of contents and headings to Clauses paragraphs and Schedules do not affect the construction of this Agreement.
- 1.2.11 Any works (whether of repair decoration alteration or otherwise) that the Operator is permitted or obliged to carry out in accordance with the Agreement shall be carried out in accordance with good modern practice and in accordance with the terms of this Agreement and the Lease.
- 1.2.12 A provision of this Agreement which is void or unenforceable shall be severed from all other provisions of this Agreement and the remaining provisions shall continue to have effect.
- 1.2.13 If a provision of this Agreement extends beyond the limitations set by any Law (as defined in the Lease) or rule of law but if it were not so extended

would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations.

2. Agreement

This Agreement is made in consideration of the Council having entered into the Lease with the Operator dated the date hereof and of the Management Fee subject to and with the benefit of the provisions contained in the Lease and the parties hereto agree as follows:

3. Operators Obligations

The Operator agrees with the Council as follows:-

3.1 Rent and Payments

To pay the Management Fee and all other sums that may become due under this Agreement at the times and in the manner at and in which they are reserved in this Agreement.

3.2 To comply at all times with the Tenants Covenants contained or referred to in the Lease.

3.3. To comply with all Laws, regulations and any statutory requirements in connection with this Agreement and the Lease.

3.4 To arrange and organise a minimum of 6 (six) events per year, providing for a range of local performers including but not limited to cultural, recreational, artistic and sporting activities and in particular to organise one summer event and one Christmas event each year and provide for a

Christmas tree to be located on the Property each year for the period of this Agreement.

- 3.5 Upon reasonable request from the Council to produce to the Council in advance sufficient details of any events.
- 3.6 To produce to the Council all licences, agreements, terms and conditions or any other documents relating to the arrangements for the events which the Operator intends to enter into with any person, organisation or promoter of any of the events prior to any such arrangements being entered into.
- 3.7 To ensure that all necessary policies of insurance are taken out by any person, organisation or promoter of any of the events and to produce to the Council for approval the required details of insurance and copies of the policies or any other relevant documents.
- 3.8 To charge for such events in accordance with the Council's charging policy which shall be notified to the Operator from time to time and promptly following any change to the policy.
- 3.9 To gather in and collect such charges and apply the monies raised from such charges in accordance with the Operator's charitable objects.
- 3.10 To actively seek funding support where, on average, a minimum of two applications are made/submitted to funding or sponsor agencies per year for the period of this Agreement.
- 3.11 The Council shall have the right to raise reasonable objections to any proposed events and will have the right to veto or cancel any proposed event with reasonable justification provided that any such veto or

cancellation shall only be valid if notified to the Operator in writing within 7 working days of notification to the Council of the event by the Operator.

- 3.12 To ensure, throughout the term of this Agreement, an officer of the Council will remain a voting member and/or Trustee of the Twickenham Riverside Trust.

4. Council Obligations

- a. To use its best endeavours to assist and support the Operator in the use of the Property in furtherance of the objects of this Agreement and the Lease and the Operator's charitable objects and not to obstruct or frustrate the operator unreasonably.
- b. To observe and perform the Landlords Covenants contained or referred to in the Lease.

5. Term

This Agreement shall be for a term of 10 years commencing on the Term Commencement Date of the Lease.

6. Termination

- a. In the event that either party is in material breach of its covenants or obligations under this Agreement ('material breach' shall have the same meaning as defined in clause 6.7.3 of the Lease) either party is required to give notice of termination of no less than 12 months.

- b. Upon the termination of this Agreement under Clause 6(a) hereof everything contained in the Agreement ceases and determines but without prejudice to any claim by either party against the other in respect of any breach of obligation contained in this Agreement.
- c. If the Lease is terminated in accordance with the terms of the Lease, this Agreement will terminate on the same date as the Lease and without prejudice to any claim by either party against the other in respect of any breach of obligation contained in this Agreement.

EXECUTED AS A DEED by the parties on the date which first appears in this Agreement.

EXECUTED (but not delivered until the date)
 Hereof) AS A DEED by the London Borough)
 of Richmond upon Thames by affixing)
 the Common Seal of the London Borough of)
 Richmond upon Thames in the presence of:-)

.....
 Authorised Signature

.....

Executed as a deed by)
 Twickenham Riverside Trust acting by two)
 Directors or one Director and the Company)
 Secretary)

Edward Davis
 Chairman Signature

Anthony
 Hon. Secretary Signature

