

Date: 04 March 2021

Title: Report Item 9 – Cricket Club Business

By: K Larkin (Parish Clerk)

Purpose: To review the Club's Hire Agreement for 2021, and other matters

Recommendations: a) To consider reducing or waiving the Hire Agreement fee if a reduced number of fixtures is arranged for the 2021 season
b) To consider a request from the Club to recycle a memorial bench for use as a cricket bat stand

Hire Agreement

The roadmap out of lockdown, recently published, suggests that organised outdoor sport should be permissible from the end of March, subject to four tests on vaccines, infection rates and new coronavirus variants being met at each stage. However, it is not yet known to what extent a fixtures list can be maintained this summer. The Club is not yet able to provide a list. The parish council for its part has consulted the Club about the possibility of The Rude Mechanicals Theatre Company visiting to do a performance on Thursday 26th August, and this has been mutually approved, but no other hires have been requested as yet, and the Club should have first refusal of any dates.

In the 2020 season, due to the lockdown, no cricket fixtures were held and no Hire Agreement was signed by the Club. The Club now asks whether it is necessary for them to sign an Agreement for the 2021 season. A copy of the form previously used is appended to this report (Annex A). Unless members wish to propose any amendments it is suggested that this form is basically still appropriate, but that the question of the hire fee (normally £700 for the season) needs to be reviewed, and the normal payment date of 31st March may be too early to be appropriate.

Recycling a Memorial Bench

The bench which the Club has identified as a possible candidate for recycling into a cricket bat stand is listed as bench no.10 in the council's asset register – a photo is appended to this report (Annex B), and the register entry says: (10) 'In memory of HP who loved the downs' (*to the left of the pavilion*).

In 2015 when the photo was taken the bench looked sound, but appears to have deteriorated since. In the current financial year there is no budget for replacement benches but there is £200 for a rolling programme of repairs, and it will be the same in 2021/22. There is no information in the parish office as to who 'HP' is (there may be documentation in an archived file which is currently unavailable to view), nor is it known whether there are relatives who still live in the parish, or visit. If the council is minded to let the bench go, it might be advisable to put out an enquiry in the parish magazine first.



**AGREEMENT FOR THE USE BY THE EAST DEAN CRICKET CLUB
OF THE PAVILION & CRICKET PITCHES ON THE RECREATION GROUND**

1. The agreement commences on 1st January 2021 and will be renewed annually on the same terms provided that none of the conditions have been breached. Nevertheless should the costs of maintaining the pavilion or mowing the outfield increase significantly the Council reserves the right to ask for an appropriate increase in the fee.
2. Either party can give notice to terminate the agreement by 30th November in respect of the following year. Nothing in the agreement shall represent a leasing or tenancy agreement.
3. In this agreement the words 'Council' and 'Club' mean 'East Dean & Friston Parish Council' and 'East Dean Cricket Club' respectively.
4. A fee of £700 will be paid by the Club to the Council to cover the entire cricket season. Payment is to be received by 31st March each year.
5. The Council will notify the Club by 1st November each year of any dates in the following season when the cricket facilities will not be available for use by the Club.
6. The Club will email the Parish Clerk as soon as possible after 1st February with the dates on which the Club wishes to use the facilities for the coming year. Should any additional dates be required after the list has been agreed the permission of the Council must be obtained and such dates will be accepted as part of the block booking
7. The Council will not be responsible for any loss or damage incurred by the Club as a result of their hire of the pavilion and cricket facilities, and will expect the Club to have third party liability insurance.
8. The Council will endeavour to arrange for the outfield to be mown at 14 day intervals during the growing season and preferably on Thursday or Friday subject to the conditions of the Council's mowing contract. The Club may maintain the pitches as it deems necessary and at its own expense.

9. Subject to the agreement of the Club the Council can allow other teams to use the cricket pitches, from time to time, when the Club is not playing. If requested by the Club, the Council will advise the hirer that a pitch preparation fee will be payable to the Club, and the club will be responsible for the collection of any such fees. If the club is approached by another club or group to use the ground or pavilion they must be referred to the Council.

The Club may store equipment in pavilion out-buildings as agreed.

10. Any water metred by the water company and charged to the Council in excess of 20 cubic metres in any one period of account will be due and payable by the Club who will receive an account from the parish council detailing the supply.

11. The pavilion is not licenced for public entertainment. For any event at which it is intended to sell or consume alcohol on the premises the permission of the Council in writing must be granted and any necessary licence obtained.

12. Smoking is prohibited within the pavilion at all times.

13. Before leaving the pavilion all food must be removed and the premises left in a clean and tidy condition. All windows and doors must be secured and all heaters and lights switched off. The barrier gate of the recreation ground must be locked open (insurance requirement) during a match and locked shut on departure.

Signed	Name	for the Council	date
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Signed	Name	for the Club	date
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ANNEX B

