

## MANAGEMENT AGREEMENT

<b>Effective date</b>	1 April 2009
<b>Parties</b>	Rye Town Council (the Client – Represented by the Rye Town Clerk)  Peter Cosstick (the Contractor)
<b>Property</b>	The premises known as Rye Heritage Centre, located at Strand Quay, Rye, East Sussex, together with the Client's fixtures, fittings, Town Model, equipment and appliances in the Property.
<b>The Service</b>	Subject to the restrictions set out below ('The Conditions') The Contractor undertakes to manage, on behalf of the Client, the Property and the members of the Client's staff based within the Property
<b>Duration</b>	A fixed term of 3 years from 1 April 2009-31 March 2012 inclusive
<b>Client's Representative</b>	The Rye Town Clerk
<b>Management Fee</b>	The Client shall pay to the Contractor a sum equivalent to one half of the Property's annual Operating Profit as shown in the Client's Annual Accounts in respect of all activities undertaken at the Property during the preceding twelve months ('the Accounts')  The Management Fee is payable to the Contractor within the three months following the end of the preceding twelve-month trading period
<b>Contractor 'Buy In'</b>	In the first year of the Agreement only from 1 April 2009-31 March 2010 the Contractor shall contribute the sum of £3,000 towards the Property's operating costs and expenses
<b>Operating Profit</b>	This shall be defined as: 'the gross income less all operating costs and expenses, including the Contractor Buy In (first year only) but excluding any charges payable properly by the Client (such as building repairs)'
<b>The Conditions</b>	The Contractor agrees with the Client during the term of this Agreement:  (a) Not to commit any expenditure on behalf of the Client without the consent of the Client

- (b)** Not to enter into any contracts or undertakings on behalf of the Client without the consent of the Client
- (c)** To ensure that the Client's staff based at the Property are managed in accordance with their terms and conditions of employment
- (d)** Not to supply the Contractor's own staff (whether remunerated or not) within the Property without the consent of the Client or Client's Representative
- (e)** To ensure the Property is used for the trade or business of a heritage centre and education or information centre only, unless the Client has agreed to another use
- (f)** Not to alter or add to the Property without the Client's consent or do or allow anyone else to do anything on the Property which the Client might reasonably foresee would increase the risk of fire or which might render invalid any insurance policy relating to the Property
- (g)** To allow the Client's Representative to enter the Property at any time
- (h)** Not to make any structural alteration to the Property without the Client's consent
- (i)** Not to do or allow anyone else to do anything on the Property which may be a nuisance to, or cause damage or annoyance to the tenants or occupiers of neighbouring properties
- (j)** Not to part with or share possession of the Property with any third party
- (k)** To give the Client without delay a copy of any notice, order, proposal or other communication received by the Occupier from a planning authority or other statutory body
- (l)** To provide the Client with monthly financial reports in respect of the activities undertaken at the Property
- (m)** In conjunction with the Client's Representative to draft a budget annually for the Client's consideration and approval

- (n) To have regard for and comply with the Client's systems of financial control and financial procedures.

The Client agrees with the Contractor during the term of this Agreement:

- (a) To pay all approved charges relating to the operation and maintenance of:
  - (i) A visitor information and education centre
  - (ii) The Rye Town Model
  - (iii) The Audio Walking Tours
  - (iv) Any other activity approved by the Client
- (b) To keep the building in as good a state of repair and condition as it is now

**Termination**

This Agreement may be terminated by mutual agreement or by either party serving six months' written notice on the other.

As witness the hands of the Parties on the date specified below

\_\_\_\_\_  
Signed by the above-named (the Client)

\_\_\_\_\_  
Signed by the above-named (the Contractor)

On the \_\_\_\_\_ day of \_\_\_\_\_ 2010