

Appendix 2

Proposed Agreement to operate Rubislaw Field.

The main terms would be as follows:

1. Management of the Field and pavilion and facilities will be carried out by the Rubislaw Field Committee, comprising 3 Elected Members of the Council, 3 Members of the FP Club and 2 Members of the Grammar School staff.
2. The Convener will be appointed by the Council Committee whose remit deals with Secondary Education in the City of Aberdeen.
3. The Grammar FP Club shall have exclusive use without payment of two (grass) rugby pitches on Saturday afternoons.
4. The Grammar FP Club shall have exclusive use without payment of cricket training nets for cricket training, and of that area also for rugby training.
5. The Grammar FP Club shall have exclusive use without payment of the cricket square on Tuesday and Thursday evenings, and on Saturday afternoons from April to August.
6. The Grammar FP Club shall have exclusive use without payment of a football pitch for football matches on Tuesday and Thursday evenings and on Saturday afternoons, and shall advise the Central Booking Office, as directed by the Rubislaw Field Committee, of their intended use.
7. The Grammar FP Club shall have a priority use, subject to normal charges, of the all-weather pitch for hockey training on Tuesday evenings and on Saturday afternoons and Sundays for hockey league games. (The exclusive use of one hockey pitch from the original Agreement has been removed in recognition of the changes to the needs of competitive hockey games)
8. The Grammar FP Club shall have priority use, subject to normal letting charges, of the south western corner for training for mini and midi rugby.
9. All bookings of the Field or facilities, whether paid or without payment, will be made through the general Booking Office and payments and timescales for booking made as per the arrangements in place at that time. Bookings will only be accepted and access given if the lettings procedures are followed.
10. If the Grammar FP Club do not require any pitches or facilities to which they are entitled to exclusive use and had booked, they shall if

possible, advise the general Booking System so that if appropriate, the pitches can be re-let to other users.

11. The ground indicated for the Grammar FP Club priority use shall only be offered to another user once the deadline for the subsequent letting period has passed.
12. Payments for cleaning of the new Pavilion to enable Grammar FP Club use will be agreed within six months of this Agreement being put in place and payments will be due from the date of the Agreement. Payments will be revised annually and will include consideration of the then prevailing staff costs being paid by the Council.
13. In the event of any section of the Grammar FP Club erecting advertising boards or hoardings on the Rubislaw Field, boundary fencing or gates, they shall only be erected with prior approval of the Rubislaw Field Committee and subject to the necessary planning permissions and consents being in place. The Rubislaw Field Committee shall consider the revenue generated by such advertising, and also the value of coaching and other services provided by Grammar FP members to children and young adults, and shall set a fee to be due to the Council, which money shall be used wholly in connection with current or future improvements to the facilities at Rubislaw, including debt repayment arising out of any works carried out to the facilities, as approved by the Committee.
14. It is emphasised that payments to the City Council for any advertisement on site, all which will only be permitted by prior agreement, will be agreed within six months of this Agreement being put in place and will be effective from the date of the Agreement. This will include consideration of any advertising currently on site and the FP Club will also confirm for those that all necessary planning permissions are in place.
15. The Council will endeavour to maintain at all times the facilities of Rubislaw Field and the pitches, facilities including the all-weather pitch to normal playing standards, with associated lighting, line painting and security of the pitch. Use of the all-weather pitch will be at the discretion of the Council and will include whatever sports are deemed to be appropriate.
16. The Council will consider any proposals from the FP Club to improve use of the Field, however will not be bound by these. The Field Committee will consider any proposals to locate temporary or other accommodation at the Field, or equipment, however unless previously agreed, no such item should be put in place. The Council will contract any works to improve the Field and manage the contracts to undertake these.

17. If the Grammar FP Club makes payment for facilities which are then deemed unplayable for any reason, a refund shall be made in accordance with the booking policy then prevailing. The Groundsman's decision on playability is final.

5.9 The proposed replacement Agreement is designed to be reviewed after ten years.