

#	Review Steps	Contract Requirement	Frequency of Review	Review Evidence
A	OPERATING OBLIGATIONS			
1	Conduct a visual inspection of the Property to verify that Property is being used for its contracted intended purpose and is not being used in a manner to cause loss, damage, injury, nuisance or inconvenience to the Parish Council or any owner or occupier of neighbouring property. Optional: seek direct feedback from neighbouring property.	Management Agreement (26/03/18) 2.3.1 <i>use the property for any purpose or in any manner that is illegal, hazardous or dangerous, or would cause loss, damage, injury, nuisance or inconvenience to the Parish Council or any owner or occupier of neighbouring property;</i>	Quarterly	Yes. The site was busy but was being managed properly in accordance with good practice.
2	Conduct a visual inspection of the Property to verify that there has been no unlawful occupation of, or interference with the Property . Note: Trespassing may take different forms such as squatting, the dumping of rubbish or the encroachment of a neighbour's property (i.e., boundary dispute).	Management Agreement (26/03/18) 2.3.2 <i>permit trespass on the Property;</i>	Quarterly	None observed.
3	Conduct a visual inspection of the Property to verify that there are no obstructions to public road (B4234), footpaths, right of ways (WA41? / WA104?) or any means of access to the Property.	Management Agreement (26/03/18) 2.3.4 <i>obstructed any public road, footpath, right of way or any means of access to the Property;</i>	Quarterly	No obstructions were observed.
4	Conduct a visual inspection of the Property to ensure that the Property is being maintained appropriately (i.e., clean & tidy state). Note: Please refer to Schedule of Condition	Management Agreement (26/03/18) 3.5 <i>...shall keep the Property ...clean, tidy and clear of rubbish...Riversea will not be obliged to put or keep the property in any better state of repair that it was at the date of this agreement as evidence by the attached schedule of condition.</i>	Quarterly	The site was clean and tidy.
5	Conduct a visual inspection of the Property and verify that no other parties are occupying OR operating out of the Property .	Management Agreement (26/03/18) 11. <i>Riversea shall not assign, underlet, charge, part with or share possession or share occupation of this Agreement or the Property or assign, part with or share any of the benefits or burdens of this Agreements, or in any interest derived from it, whether by a virtual assignment or other similar arrangement or hold the Agreement on trust for any person (except by reason only of joint legal ownership), or grant any right over the Property in favour of any third party.</i>	Quarterly	No other parties were present.

B INSURANCE REQUIREMENTS				
1.	Verify that Riversea Holdings has provided the Parish Council with a copy of the full Insurance policy before each contract anniversary. Review the Insurance policy: • Verify that it covers the review period in question. • Verify that it details the Parish Council approved/permitted activities (Canoe; Car Park; Café) • Verify that it provides adequate liability cover (e.g. covers aspects such as injury, damage or loss of property) for the approved/permitted activities. • Determine if Riversea is in breach of any conditions which may have been imposed by the Insurance Company.	Management Agreement (26/03/18) <i>3.4 ...procure and maintain insurance in respect of all third-party liability risks in relation to the Property with an insurance company approved by the Parish Council.</i> <i>6.1 Riversea shall indemnify the Parish Council and keep it indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses) claims, damages and losses (including but not limited to any diminution in the value of the Parish Council's interest of the Property and loss of amenity of the Property) suffered or incurred by the Parish Council arising out of or in connection with:</i> <i>the use of the Property in connection with the Permitted Use;</i> <i>any breach of any covenants by Riversea in this Agreement; or</i> <i>any act by or omission of Riversea or any other person on the Property with Riversea's actual or implied authority;</i>	Annual	Yes provided.
2	Conduct an inspection of the site and determine whether any additional activities/uses have occurred during the period and verify that these activities/uses were both accurately and timely reflected in a revised insurance policy provided to the Parish Council.	Management Agreement (26/03/18) <i>3.6 ..agree to run any facilities at the property in a professional manner and shall ensure that all legislation and regulations governing the use of the Property for the use set out in clause 2.2 (...use for Boat launches...together with associated car parking facilities and/or café or such other use as may be approved by the Parish Council) are complied with.</i>	Quarterly	No additional activities have occurred.
3	Verify that Riversea Holdings maintains an up-to-date 'Damage & Incident Log'.	No Contractual Requirement	Quarterly	No – to be obtained

C PARISH COUNCIL APPROVALS				
1	Ascertain whether any additional activities/uses have occurred during the period and that verify that these activities/uses have been approved by the Parish Council.	Management Agreement (26/03/18) 3.6 <i>...agree to run any facilities at the property in a professional manner and shall ensure that all legislation and regulations governing the use of the Property for the use set out in clause 2.2 (...use for Boat launches...together with associated car parking facilities and/or café or such other use as may be approved by the Parish Council) are complied with.</i>	Annual	No additional activities occurred.
2	Verify that the charges levied for the launching of Boats from the Property have been approved by the Parish Council.	Management Agreement (26/03/18) 3.6 <i>...agrees that the charges (both for the initial charges and such price changes) for the use of the car park and for the launching of boats from the property and the regulation made by Riversea to regulate the use of the property from time to time will be subject to the written consent of the Parish Council (such consent not to be unreasonably withheld or delayed).</i>	Annual	Yes
3	Verify that the charges levied for parking at the Property have been approved by the Parish Council.		Yes	
4	Verify that regulations to regulate use of the Property have been approved by the Parish Council.		Yes	
D GOVERNANCE & OVERSIGHT				
1	Appointment Consider appointing a Council Parish approved representative as a Non-Executive Director of Riversea Holdings Limited for the relevant period.	Management Agreement (26/03/18) 3.7 <i>Riversea hereby grants the Parish Council the right of for the Parish Council to appoint a Councillor (or any other appropriate person of the Parish Council's choosing acting reasonably) as a Non-Executive Director of Riversea Holdings Limited and for a replacement to be appointed from time to time (at the direction of the Parish Council).</i>	Annual	Not considered necessary
E FINANCIAL ARRANGEMENTS				
1	Verify that the Revised Management fee has been appropriately calculated (i.e., based on the RPI formula detailed or alternatively by employing the services of an independent surveyor).	Management Agreement (26/03/18) 18... <i>On 1 April in each year of the Contractual Term the Management fee shall be increased by multiplying...formula A divided by B to give the Revised Management Fee.</i> ... <i>'B' shall mean the monthly figure for All items index value for RPI for February in the year preceding the relevant Anniversary and 'A' shall mean the monthly figure shown for the All items index value for RPI for February in the year of the relevant Anniversary.</i>	Annual	Yes

3	Verify that Riversea Holdings maintains adequate account records for the purposes of determining the Gross Turnover. Note: The Turnover Payment is derived based on: • 10% of Boat Launch fees; • 20% of Car Park fees; • 5% of Café sales; and • 10% of any other permitted activities.	Management Agreement (26/03/18) 4.1 <i>Riversea shall maintain the Account Records fully and accurately through the Contractual Term.</i> 4.2 <i>Riversea shall keep the Account records from time to time relating to the ten current and four immediately preceding Turnover periods and Riversea shall make the Account Records relating to such Turnover Periods available for inspection at all reasonable times by and employee or accountant of the Parish Council provided that in no circumstance shall the Parish Council be entitled to retain copies of any Account records.</i>	Annual	Charlie advises that turnover figures have been kept but not yet provided for this season.
4	Verify that the Parish Council has received a Turnover Certificate (stating Gross Turnover during the relevant period) within 30 days of the end of each turnover period.	Management Agreement (26/03/18) - Schedule 3.1 <i>Within 30 days after the end of each Turnover Period Riversea shall deliver to the Parish Council a certificate signed by a Director certifying the amount of the Turnover Payment during such Turnover Period and Riversea covenants with the Parish Council that such certificate will state accurately the amount of Gross Turnover during the Turnover Period.</i>	Quarter	Pending
5	Verify that the Parish Council has calculated the Turnover payment (within 10 days) and issued a written demand.	Management Agreement (26/03/18) 3.3 <i>Within 10 working days of receipt of a Turnover Certification the Parish Council shall calculate the Turnover Payment for such Turnover Period in accordance with the provisions of this Schedule and serve on Riversea a written demand for it or for any balance found to be due.</i>	Quarter	Pending
6	Verify that the Parish Council has received the Turnover Payment either within: • 10 working days following service of written demand. • 30 days following the Turnover Period.	Management Agreement (26/03/18) 3.4 <i>Riversea shall pay the Turnover Payment to the Parish Council within 10 working days after service of any such demand provided that for the purpose of paragraph 3.2 of this schedule the Turnover Payment for such Turnover Period shall be deemed to be due on the date 30 days after the end of such Turnover Period whether or not then quantified and /or demanded.</i>	Quarter	Pending

7	Ascertain whether any additional activities/uses have occurred during the period and verify that these activities/uses are appropriately reflected in the Turnover Payment calculation.	Management Agreement (26/03/18) 3.6 ..agree to run any facilities at the property in a professional manner and shall ensure that all legislation and regulations governing the use of the Property for the use set out in clause 2.2 (..use for Boat launches...together with associated car parking facilities and/or café or such other use as may be approved by the Parish Council) are complied with.	Annual	No additional activities
E RECORD MANAGEMENT				
1	Verify that Executed (i.e., final signed) versions lie on file for: • Management Contract (dated 26/03/18); • Management Agreement – Amendment (dated 17/12/20); • Land Contract (between WPC and HDC; and • Declaration as to notice that sections 24-28 of the landlord and tenant act 1954 are not to apply to a business tenancy.	No Contractual Requirement	Annual	Yes

Document control

Revision number	1.0	Written by	Councillor Whelan
Last approved by the Parish Council			
Date for next review		March 2024	

Visual inspection carried out by Cllr Mark Petersen and Parish Clerk Nick Richmond on Saturday 19th August 2023.

Nick Richmond
23/8/2023

Mark Petersen
23/8/2023