

Date:

**[The Estate Management Body]** – Organisation TBC, subject to appointment

**[The Community Operator]** – Organisation TBC, subject to appointment process set out in “Sports Facilities Operator Appointment Plan” July 2020

**Ashford Borough Council**

Draft Agreement in relation to arrangements for community use of sports facilities at Appledore Road, Tenterden

In connection with Planning Permission  
**[reference]**

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## 2. Definitions and Interpretation

In this Agreement the following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

<b>Army Cadet Force</b>	means the Tenterden Detachment of the Army Cadet Force which will be offered priority use of the pavilion building on <b>[2] evenings per week.</b>
<b>Business Plan</b>	means the formal document prepared by the Community Operator as defined in clause 7.
<b>Casual Use</b>	means availability for any individual(s) or groups to book the Sports Facilities up to 14 days in advance for use on a pay-as-you-play basis, where space is available
<b>Community Use</b>	means use of the Sports Facilities by the local community including organised sports clubs, organisations and for casual use.
<b>Community Operator</b>	means the organisation responsible for day-to-day operation and management of the sports facilities.
<b>Development</b>	means [ <i>insert description of the development</i> ] for which Planning Permission has been granted
<b>Lease/Licence/contract</b>	means the contractual arrangement between the Landowner and Community Operator with a minimum term of 10-years.
<b>Management Committee</b>	means the management committee as defined in clause 6.1 of this Agreement
<b>Parties</b>	means the parties to this Agreement

**Planning Permission**

means planning permission (reference [ ]) granted by the Council on [ ]

**Review Committee**

means representatives of each of the Parties to this Agreement or their nominees.

**Sports Facilities**

means the sports facilities identified in Schedule 1 to this Agreement.

**3. Aims**

The Parties agree to pursue the following aims:

- Providing opportunities for the local community and sports organisations to participate in sport and physical activity for health improvement and development of their skills, particularly amongst low participant groups;
- Generating positive attitudes in sport and physical activity by young people and reducing the drop out rate in sports participation with age;
- Increasing the number of people of all ages and abilities participating in sport and physical activity including by people with disabilities subject to the suitability of the facilities available;
- To provide affordable access to the facilities and to be self financing in terms of community use.

**4. Arrangements for Community Use**

The Community Operator and Landowner agree to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement.

**5. Marketing and Promotion**

The Community Operator will be responsible for marketing and promoting the Sports Facilities for use by the wider community. A marketing strategy will be prepared and implemented and reviewed on an annual basis.

## 6. Management

- 6.1 A Management Committee will be established within 3 months of the date of this Agreement to develop Community Use of the Sports Facilities in accordance with the terms of reference and constitution of Schedule 3 to this Agreement.
- 6.2 Membership shall include representative(s) (or their nominee) from each of the following:-
- (a) The Community Operator
  - (b) The Council
  - (c) The Landowner
  - (d) The Army Cadets
  - (e) [*representative from the community/user groups*]
  - (f) [*any other organisation considered appropriate*]
- 6.3 Under these terms of reference, the Management Committee will, in accordance with this Agreement, seek to establish a practical policy framework for the management and operation of the Sports Facilities during agreed periods of Community Use. This framework should seek to enable:
- (a) a policy of affordable pricing to assist in the achievement of the aims of this Agreement. The policy will ensure that prices shall be no greater than similar local authority run facilities in the area;
  - (b) equal opportunities of access;
  - (c) an easy and accessible booking arrangement for Casual Use and block booking, this system to be reviewed on an annual basis;
  - (d) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.
- 6.4 The Community Operator will be responsible for the Sports Facilities and shall:-

- (a) resource, control and routinely ensure the maintenance of the Sports Facilities in a manner that will allow achievement of the agreed aims, and
- (b) make the Sports Facilities available on the occasions and times specified in Schedule 2:
- (c) ensure provision of heat, light and water and such other amenities as required for the Sports Facilities and their intended use;
- (d) ensure that the Sports Facilities comply with all legislation and guidance in force at the time of this Agreement relating to access for disabled users;
- (e) cover the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the Sports Facilities.

## **7. Financial Matters**

7.1 The Community Operator and the Landowner will endeavour to ensure that the costs of operating Community Use at the Sports Facilities will be fully accounted for within a suitable Business Plan that will include:

7.1.1 an annual maintenance budget.

7.1.2 a sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.

7.1.3 funding to improve and increase the stock of sports equipment for use in connection with the Sports Facilities.

## **8. Monitoring and Review**

8.1 The Community Operator shall provide an annual report to the Council upon request (coinciding with the Council's financial year) detailing usage, bookings and maintenance and relevant financial matters relating to viability and the Community Use of the Sports Facilities to assist with the development and improvement of community access.

8.2 The Council, acting reasonably, shall undertake an assessment of the adequacy of the implementation of this Agreement in relation to:

- hours of use of the Sports Facilities;
- pricing policy;
- compliance with targets and aims of this Agreement;
- financial sustainability of the Sports Facilities during the previous year; and maintenance.

8.3 The Council shall provide comments on the above assessment and prepare recommendations as to how Community Use of the Sports Facilities can be further developed and improved where relevant.

8.4 The Community Operator shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable.

8.5 In the event any significant changes are required to this Agreement as a consequence of each or any annual review prior written approval of each of the Parties to this Agreement shall be required.

8.6 The Community Operator shall not materially reduce the level of community access to the Sports Facilities without the prior written approval of the Council following consultation with Sport England.

## **9. Duration of Agreement**

This Agreement shall operate for so long as the Sports Facilities are provided in accordance with the Planning Permission. In the event the Community Operator or Landowner should cease the Parties agree to make use reasonable endeavours to secure the continued operation of the Sports Facilities for Community Use.

## **10. Authority**

The Community Operator and the Landowner warrant that they have the full right and authority to enter into this Agreement.

## **11. No Variations**

This Agreement may only be varied in writing by a document executed by all the Parties hereto.

**12. No Agency**

Nothing in this Agreement shall be construed as creating a partnership, a joint venture, a contract of employment or a relationship of principal and agent between the parties hereto.

**13. Severability**

If any term condition or provision contained in this Agreement shall be held to be invalid unlawful or unenforceable to any extent such term condition or provision shall (save where it goes to the root of this Agreement) not affect the validity legality or enforceability of the remaining parts of this Agreement.

**14. Waiver**

No term or provision of this Agreement shall be considered as waived by any party to this Agreement unless a waiver is given in writing by that party.

**15. Non-Assignability**

This Agreement is personal to the parties and none of them shall assign sub-contract or otherwise deal with their rights or obligations without the prior written consent of the others.

**16. Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## Schedule 1

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the following (as shown edged red on the attached plan(s)):-
  - 1 x 11v11 Adult Football Pitch (100m x 64m)
  - 1 x 9v9 Junior Football Pitch (75m x 45m)
  - 1 x 7v7 Mini Soccer Pitch (55m x 37m)
  - 2 x 5v5 Mini Soccer Pitch (each 37m x 28m).
2. Subject to discussion with the Management Committee and the Landowner, the Community Operator may reconfigure the pitches to meet changes in demand.
3. The pavilion building to be made available for Community Use shall comprise the following (as shown edged red on the attached plan(s)):-
  - Two team changing rooms
  - Two officials changing rooms
  - Physio and first aid room
  - Club Rom
  - 2 meeting rooms (12m<sup>2</sup> each)
  - Office (6m<sup>2</sup>)
  - Kitchen and servery
  - Storage (totalling approx. 72m<sup>2</sup>)
  - Spectator toilets.

## Schedule 2

### Arrangements for Community Use

#### 1. Users

1.1 The Sports Facilities shall be made available for Community Use.

2. **Hours of Access** - *[These will be the subject of discussion between the Council and stakeholders and also reflect and planning conditions]*

Community Use	Mon - Fri :	[		]
	Sat :	[		]
	Sun :	[		]

2.1 Subject to the Community Operator providing appropriate justification to the management committee, the Community Operator may restrict the use of grassed sports areas to ensure that they meet Performance Quality Standards as contained in Sport England Design Guidance Note "Natural Turf for Sport" (2011)

#### 3. Pricing

3.1 A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement. Prices shall be no greater than for similar local authority run facilities in Ashford Borough Council.

*[Insert details of pricing or benchmark prices – these will apply to the pavilion and pitches. Reference to similar facilities in the Tenterden area at the time of signature would be appropriate]*

#### 4. Booking arrangements

4.1 An easy and accessible advance booking arrangement for Casual Use and block bookings shall be established for hire of the Sports Facilities using a standard booking form.

4.2 The agreed booking arrangements shall operate as follows:-

*[Describe intended booking arrangements for the Sports Facilities. Management Committee to finalise booking arrangements after the first management meeting]*

*These will be put in place by the Community Operator prior to signature.*

**5. Parking Arrangements (if applicable)**

- 5.1 [xx] car parking spaces shall be available to park for community users.

## **Schedule 3**

### Management Committee

#### Terms of Reference and Constitution

#### **1. Purpose**

- (a) To oversee the day-to-day operation of the Sports Facilities.
- (b) To monitor progress against agreed aims and targets: programming, usage and financial and to provide regular reports for the stakeholders on those topics.
- (c) To decide on policy issues e.g. pricing, maintenance and staffing.
- (d) To ensure effective partnership working between the organisations involved in community use.

#### **2. Officers**

The Landowner shall act as Chair and shall have the following roles;

- Role of Chair:
  - To direct and control the meetings of the committee.
  - To cast the majority vote
  - To represent the committee at other meetings and functions as necessary.

The Community Operator shall act as Secretary.

- Role of Secretary:
  - To compile and maintain minutes of all meetings.
  - To compile and issue agendas for meetings in timely fashion.
  - To take care of all communications to and from the committee.

### **3. Operation**

- (a) The full committee will convene at least 3 times per annum. Additional meetings will be held as considered necessary by a simple majority of members.
- (b) The Community Operator will resolve day to day issues. Whilst the Community Operator has full authority for any decisions they must adhere to the policy framework established by the full committee.
- (c) Day to day operation will be the responsibility of the Community Operator.
- (d) Sub-groups/committees may be formed by the Management Committee if considered necessary or desirable.

### **4. Reporting**

- (a) Minutes of committee meetings will be maintained.
- (b) A formal annual report, as set out in paragraph 8 of this agreement, will be issued to cover policy, financial and sports development matters.
- (c) Other specific reports requested by other committee members when possible.

**IN WITNESS** whereof the hands of the parties or their duly authorised representatives the day and year first above written.

*[Amend as appropriate]*

Signed by .....

Duly authorised by the Community Operator

Signed by .....

Duly authorised by the Council

Signed by .....

Duly authorised by the Landowner

DRAFT

*[Insert execution clause for the Community Operator]*

*[Insert execution clause for the Council]*

*[Insert execution clause for the Landowner]*

DRAFT