

Date: 1st June 2021

Keyworth Sports Association (The Charity)

Keyworth United Football Club (The Community Football Partner)

Keyworth Parish Council (Local Parish Authority)

Rushcliffe Borough Council (Local Borough Authority)

Nottinghamshire County Council (Local County Authority)

Agreement in relation to arrangements
for community use of 3G Artificial Grass
Pitch at Platt Lane Sports Ground, Platt
Lane, Keyworth, Nottingham, NG12
5GE

In connection with Planning Permission 20/00460/FUL

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DATE 1st June 2021

(1) Keyworth Sports Association (“**KSA**”), Platt Lane Sports Ground, Platt Lane, Keyworth, Nottingham, NG12 5GE (“the **Owner**”)

(2) Keyworth United Community Football Club (“**KUCFC**”) (“the **Anchor Tenant Football Partner**”)

(3) Keyworth Parish Council (“**KPC**”) (“the **local Parish Authority**”)

(4) Rushcliffe Borough Council (“**RBC**”) (“the **local Borough Authority**”)

(3) Nottinghamshire County Council (“**NCC**”) (“the **local County Authority**”)

1. Recitals

1.1 Planning Permission was granted by Rushcliffe Borough Council to Keyworth Sports Association for the Development of an Artificial Grass Pitch (“AGP”), subject to conditions. Condition 12 of the Planning Permission requires that an agreement shall be submitted to the local planning authority for approval to demonstrate how community access to the AGP.

1.2 The parties wish to enter into this Agreement in order to make the AGP available for use by the local community in compliance with the terms of this Agreement and Condition 12.

1.3 KSA is the owner (under a 99 year lease) of the Community Premises and is responsible for their use.

1.4 KUCFC is the anchor tenant of the AGP and promotes participation in football in the local area.

1.5 The local authorities guide strategic prioritisation of sporting facilities and access for residents and citizens to those facilities.

2. Definitions and Interpretation

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

Community Use means use of the AGP by the local community including organised sports clubs, organisations and for casual use.

Casual Use	means availability for any individual(s) or groups to book the AGP up to 14 days in advance for use on a pay-as- you-play basis, where space is available.
Development	means the 3G Artificial Grass Pitch (AGP) for which Planning Permission has been granted
Steering Committee	means the steering committee as defined in clause 7.1 of this Agreement.
Parties	means the parties to this Agreement.
Planning Permission	means planning permission (reference 20/00460/FUL) granted by Rushcliffe Borough Council on 11 th June 2020.
Priority Groups	means those groups identified by the Parties as being under represented for the particular activity engaged in.
Review Committee	means representatives of each of the Parties to this Agreement or their nominees.
KSA Premises	means the land and buildings managed by KSA.

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;

- Operating in line with the national agenda for sport taking into account nationally adopted strategies;
- 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 people with disabilities;
- Using the facilities to encourage the range, quality and number of school sports club links and to stimulate competition that is inclusive of young people and adults;
- To provide affordable access to the facilities and to be self-financing in terms of community use;

4. Arrangements for Community Use

KSA agrees to make the AGP available for Community Use in accordance with the provisions of Schedule 2 to this Agreement.

5. Targets for Community Use

KSA shall use reasonable endeavours to achieve community use targets in line with appropriate sports development strategies, including making a contribution to local participation targets for sporting and physical activity, and positive outcomes for the wider community. KSA shall work with local sports partnerships and community groups to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

6. Marketing and Promotion

KSA will be responsible for marketing and promoting the AGP in accordance with the agreed aims and targets. A marketing strategy will be prepared and implemented and reviewed on an annual basis.

7. Management

7.1 A 3G Steering Committee will be established within 3 months of the date of this Agreement to develop Community Use of the AGP in accordance with the terms of reference and constitution of Schedule 3 to this Agreement.

7.2 Membership shall include representative(s) (or their nominee) from each of the following:-

- (a) KSA
- (b) Keyworth United Community Football Club
- (c) Keyworth Parish Council
- (d) Any other community users may be co-opted if deemed as partners willing to contribute time (on a voluntary basis) to the wider promotion and success of the AGP, and wider facilities.

7.3 Under these terms of reference, the Steering Committee will, in accordance with this Agreement, seek to establish a practical policy framework for the management and operation of the AGP 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 facilities in the area;
- (b) the promotion and forward planning of development activities, at times which best suit the target groups;
- (c) equal opportunities of access;
- (d) an easy and accessible booking arrangement for Casual Use and block booking, this system to be reviewed on an annual basis;
- (e) an appropriate marketing strategy for the marketing of the AGP for Community Use.

7.4 KSA will be responsible for the AGP and shall:-

- (a) resource, control and routinely ensure the maintenance of the AGP in a manner that will allow achievement of the agreed aims, and
- (b) make the AGP 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 AGP and its intended use;
- (d) ensure that the AGP complies 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, electricity, water, cleaning, maintenance, rates and taxes that may be attributable to the use of the AGP out of hours use, from revenues raised.

8. Financial Matters

8.1 KSA endeavours to ensure that the costs of operating Community Use at the AGP will be fully covered by income from such use and any surplus from the AGP will be utilised to:

8.1.1 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the AGP and broader community sports development.

8.1.2 improve and increase the stock of sports equipment for use in connection with AGP and associated community sports development.

9. Monitoring and Review

9.1 1 month prior to the date on which the Steering Committee produces its annual report KSA shall make available to the Steering Committee details of all usage, bookings and maintenance for the wider sports facilities and financial matters relating to the Community Use of the AGP to assist with the development and improvement of community access.

9.2 The Steering Committee 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;
- marketing;
- financial performance of the AGP during the previous year; and
- maintenance.

9.3 The Steering Committee shall prepare a report based on the above assessment and prepare recommendations as to how Community Use of the AGP can be further developed and improved.

9.4 KSA shall implement all reasonable recommendations of the Steering Committee as soon as reasonably practicable.

9.5 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.

9.6 KSA shall not materially reduce the level of community access to the AGP without the prior written approval of the local planning authority following consultation with Sport England.

10. Duration of Agreement

This Agreement shall operate for so long as the AGP is provided in accordance with the Planning Permission. In the event KSA should cease the Parties agree to make every effort to secure the continued operation of the AGP for Community Use.

11. Authority

KSA warrants that it has the full right and authority to enter into this Agreement.

12. No Variations

This Agreement may only be varied in writing by a document executed by all the Parties hereto, with the exception of any parties that have subsequently been dissolved or ceased operations in accordance with their own articles.

13. 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.

14. 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.

15. 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.

16. 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.

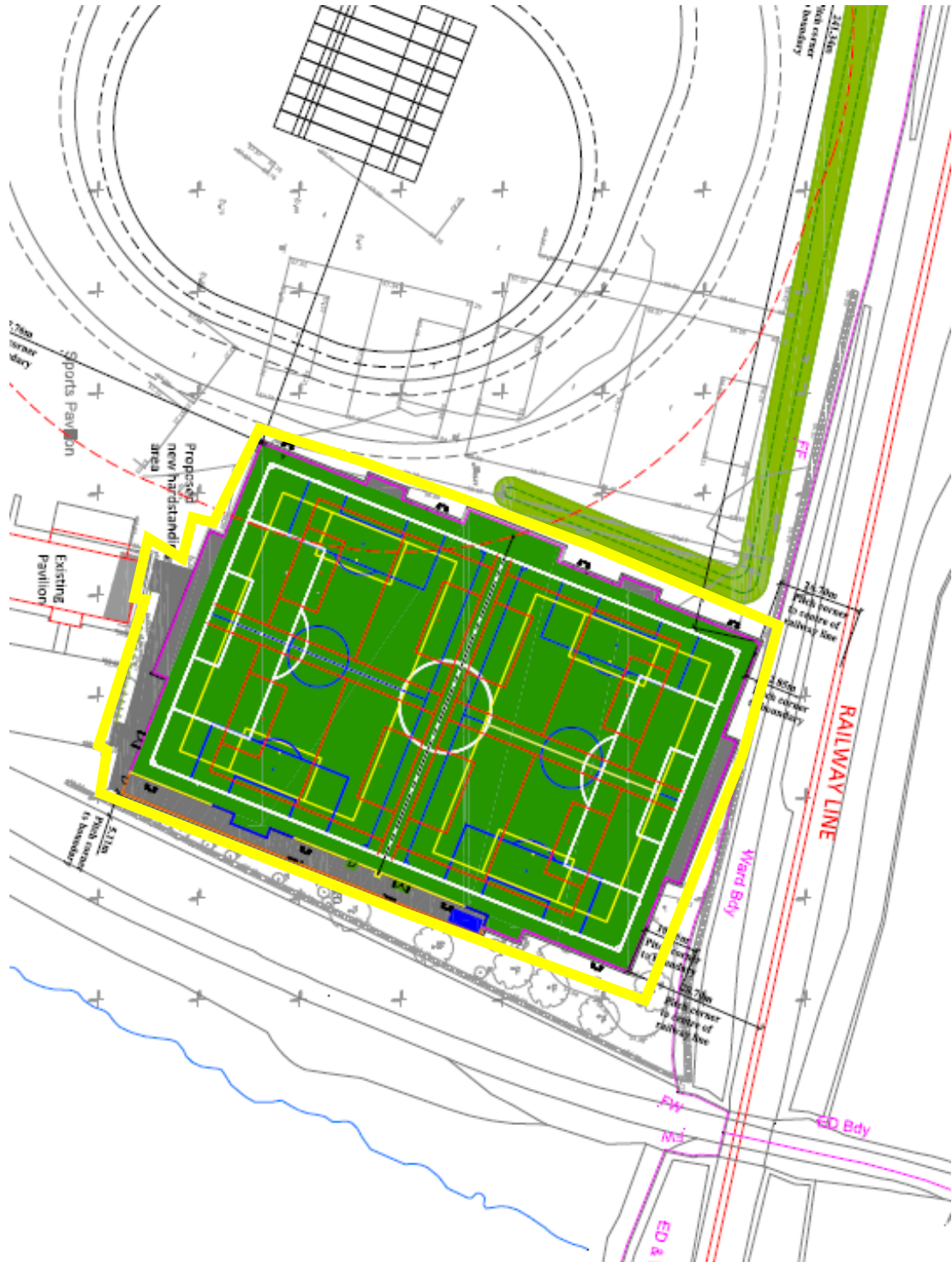
17. Governing Law and Jurisdiction

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

The AGP

1. The AGP to be made available for Community Use shall comprise the following (as shown highlighted yellow on the attached plan):-



It is a full size Artificial Grass Pitch.

Schedule 2

Arrangements for Community Use

1. Users

1.1 The AGP shall be made available for Community Use.

2. Hours of Access

Community Use Mon - Sun : 9am – 10pm

Subject to KSA providing appropriate justification to the Steering Committee, KSA may restrict the use of facilities to protect them to fit in with KSA and KUCFC (the Community Football Partner) requirements.

Other time restrictions may be applied by KSA where needed to accommodate wider community events and wider KSA managed facilities. Maximum possible notice will be given of these events, including sharing a calendar of events around quarterly Steering Committee meetings, publishes into the public domain after Steering Committee approval.

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 facilities in Rushcliffe, with encouragement shown for full rather than fractional usage (as fractional usage prevents KSA from offering full usage elsewhere). Initial pricing per hour (in the 2021-22 year) will be as follows (exclusive of VAT):

Hire Types	Full Pitch	Half Pitch	¼ Pitch
CCO (Club Community Organisation)	£30	£18	£10
Pro Clubs	£50	£35	£28
Key Partner Clubs	£50	£35	£28
CFA	£50	£35	£28
Charter Standard Clubs	£60	£38	£30
Pay and Play	£75	£50	£40
Match Charges	Pitch	Duration	Cost
5v5 (Mini Soccer)	¼ Pitch	1 Hour	£12
7v7	½ Pitch	1 Hour	£20
9v9	½ Pitch	1 Hr 30 mins	£30
11v11	Full Pitch	2 Hours	£70

4. Booking arrangements

4.1 Initially bookings will be made via the Site Manager through KSA and will implement an easy and accessible online booking arrangement for Casual Use during the 2021-22 season.

4.2 The agreed booking arrangements shall operate as follows:-

The Football Steering Group will meet by April 30 each year and agree the annual block bookings for the Community Football Partners. These will take priority over other bookings.

Other enquiries for bookings shall be made through the online booking system.

5. Parking Arrangements

5.1 Car parking shall be made available for AGP users comprising the whole car park, though sharing access with other site users as relevant.

Management Committee Terms of Reference and Constitution

1. Purpose

1. (a) To monitor progress against agreed aims and targets: programming, usage and financial and to provide regular reports for the stakeholders of KSA on those topics.
2. (b) To decide on policy issues e.g. pricing, the framework of sports programmes and staffing.
3. (c) To ensure effective partnership working between the organisations involved in community use.

2. Officers

3. The Chair shall have the following roles;

Role of Chair:

- To direct and control the meetings of the committee.
- To cast a further vote if necessary to resolve any tied decision(s).
- To represent the committee at other meetings and functions as necessary.

A Secretary will be elected by the full committee at the first meeting of each financial year (April to March) and will serve for one full year.

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 2 times per annum, though 4 is preferred. Additional meetings will be held as considered necessary by a simple majority of members.
- (b) KSA will resolve day to day issues. Whilst KSA 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 KSA.

4. Reporting

- (a) Minutes of committee meetings will be maintained.
- (b) A formal annual report, as set out in paragraph 9 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.

Signed by

Print Name.....

Position.....

Duly Authorised by Keyworth Sports Association (KSA)

Signed by

Print Name.....

Position.....

Duly Authorised by Keyworth United Football Club (KUCFC)

Signed by

Print Name.....

Position.....

Duly authorised by Keyworth Parish Council (KPC)

Signed by

Print Name.....

Position.....

Duly authorised by Rushcliffe Borough Council (RBC)

Signed by

Print Name.....

Position.....

Duly authorised by Nottinghamshire County Council (NCC)