

Date: May 2024

**Altus Education Partnership
Manchester Football Association**

Agreement in relation to arrangements for community use of the Artificial Grass Pitch (AGP) at Kingsway Park High School in connection with Planning Permission 23/01211/FUL

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May 2024

- (1) **Altus Education Partnership** of College Road, Rochdale, OL12 6HY (“the **Trust**”)
- (2) **Manchester Football Association**, of House of Sport Manchester, Gate 13 Rowsley Street, Etihad Campus, Manchester, M11 3FF (“the **CFA**”)

1. Recitals

- 1.1 The planning approval for the site is subject to a Community Use agreement being approved by the Planning Authority to demonstrate how community access to the Sports Facilities within the Development will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the Sports Facilities at the Development, available for use by the local community in compliance with the terms of this Agreement.
- 1.3 The Trust is the owner of the Premises and will deliver its responsibility for the Sports Facilities to be in use for the benefit of the community.
- 1.4 The Trust in has responsibility for the provision of Sports Facilities at the Premises for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility.
- 1.5 Manchester Football Association supports and promotes community participation in sports in the local area.

2. Definitions and Interpretation

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

Casual Use	means availability for any individual(s) or groups to book the Sports Facilities for use on a pay-as-you-play basis, where space is available.
Community Use	means use of the Sports Facilities by the local community including organised sports clubs, organisations and for casual use.
Community Users	means individuals or groups using the Sports Facilities for Community Use

Commercial Use	means hire of the Sports Facilities by a third party who is delivering activities for a commercial benefit.
Development	means the Artificial Grass Pitch (AGP) at Kingsway Park High School, for which Planning Permission has been granted
Parties	means the parties to this Agreement.
Partner	means any club signed up to use the Sports Facilities through a licence or partnership agreement.
Planning Permission	means planning permission (reference 23/01211/FUL) granted by Wirral Council on 22 July 2022.
Premises	means the land and buildings comprising the Artificial Grass Pitch (AGP) at Kingsway Park High School.
Priority Groups	means those groups identified by the Parties as being underrepresented for the particular activity engaged in
Sports Facilities	means the sports facilities identified in Schedule 1 to this Agreement forming part of the Premises
The Steering Group	means the group as defined in clause 7.0 of this Agreement.

3. Aims

The Club agrees 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 considering nationally adopted strategies;

- Generating positive attitudes in sport and physical activity by young people and reducing the dropout 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 access to the facilities and to be self-financing in terms of community use; and
- To ensure opportunities to upskill the volunteer workforce within the local community.

4. Arrangements for Community Use

- 4.1 The Trust agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement.
- 4.2 The Trust will enter into partnership agreements with Partners who will have priority bookings and access to the Sport Facilities and partner rates.

5. Targets for Community Use

- 5.1 The Trust shall use reasonable endeavours to achieve community use targets where appropriate in line with appropriate sports development strategies, including contributing to local participation targets for sporting and physical activity.

The Trust shall work with Partners, CFA, and other identified partners to provide a range of opportunities and pathways for the community.

These may include existing initiatives and will also include new and local activities.

- 5.2 The targets will be agreed annually through the Joint Committee in line with the site Football Development Plan.

6. Arrangement for Casual Use

- 6.1 The Trust will endeavour to provide some casual hire availability each week. The level of casual use will be agreed and confirmed on an annual basis via the Steering Group and be based upon the wider partnership agreements that will be in place.

7. Marketing and Promotion

The Trust, through the Steering Group, will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims and targets.

A marketing strategy will be prepared and implemented and reviewed on an annual basis.

8. Management

8.1 The Sports Facilities will be overseen by Trustees and the Steering Group has been established to develop Community Use of the Sports Facilities in accordance with the terms of reference and constitution of Schedule 3 to this Agreement.

8.2

8.3 Membership should include representative(s) (or their nominee) from each of the following:

- (a) Altus Education Partnership
- (b) Kingsway Park High School
- (c) Manchester Football Association

8.4 The Steering Group will make recommendations on practical policies relating to the management and operation of the facility. This might include:

- Pricing policy – this will aim to ensure that prices shall be no greater than similar local authority and Football Foundation funded facilities in the area;
- Focus on equal opportunities of access;
- An appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.

8.5 The Trust will be responsible for the Sports Facilities and shall:

- resource, control and routinely ensure the maintenance of the facility.
- ensure provision of heat, light and water and such other amenities as required for the facility and its intended use.

- ensure that the pitch is maintained to a standard which meets the requirements and remains on the FA Pitch Register and establishes an annual sinking fund to provide a replacement to the carpet surface when it reaches the end of its lifespan.
- ensure that the facility complies with all legislation and guidance in force at the time of this Agreement relating to access for disabled users;
- cover the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the facility.

9. Financial Matters

9.1.1 The Trust endeavours to ensure that the costs of operating Community Use at the Sports Facilities will be fully covered by income from such use and any surplus funds may be utilised to:

- contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
- improve and increase the stock of sports equipment for use in connection with the Sports Facilities.

10. Monitoring and Review

10.1 Trustees shall regularly review and assess usage, bookings, maintenance, and financial matters relating to the Community Use of the Sports Facilities. This will include:

- hours of use of the Sports Facilities;
- pricing policy;
- marketing;
- financial performance of the Sports Facilities during the previous year; and
- maintenance.

10.2 The Trust shall prepare a report based on the above assessment and present this to the Steering Group for discussion and reasonable recommendations.

10.3 The Trust should implement all reasonable recommendations of the Steering Group as soon as reasonably practicable.

10.4 In the event any significant changes are required to this Agreement as a consequence of the review prior written approval of each of the parties to this Agreement shall be required.

10.5 The Trust shall not materially reduce the level of community access to the Sports Facilities required by Condition 9 of the Planning Permission without the prior written approval of the Joint Committee and local planning authority following consultation with Sport England.

11. Duration of Agreement

This Agreement shall operate for so long as the Sports Facilities are provided in accordance with the Planning Permission.

12. Dispute Resolution

- If the Parties (Altus Education Partnership, and Cheshire Football Association) are in dispute, then this clause will apply, and the following process will apply.
- The Parties in dispute will seek to agree a way forward without any further intervention.
- If no agreement reached, then the Parties in dispute agree to jointly appoint a third party to undertake the following actions
 - Undertake mediation and facilitation to seek to reach agreement between the parties on the way forward.
 - If no agreement is reached, then the third party will decide on the most appropriate way forward to deliver the objectives and terms of this Agreement.
 - The Parties in dispute agree to be bound by the third-party decision.
- If the Parties cannot agree on which third party to appoint then an independent third party will be appointed.
- All parties in dispute agree to be bound by the third party decision.

13. Authority

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

14. No Variations

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

15. 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.

Schedule 1

The Sports Facilities covered under this agreement to be made available for Community Use are the Artificial Grass Pitch (AGP), changing rooms and car parks as shown on the plan below.



Schedule 2 Arrangements for Community Use

1. Users

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

2. Hours of Access

2.1 The Sports Facilities shall be made available for Community Use from between; Monday to Friday between 17:00 and 22:00, and Saturday to Sunday between 09:00 and 18:00 as per the indicative Programme of Use below:

Day/Time	09:00-11:00	11:00-13:00	13:00-15:00	15:00-17:00	17:00-19:00	19:00-21:00	21:00-23:00	23:00-01:00	01:00-03:00	03:00-05:00
Monday	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage
Tuesday	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage
Wednesday	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage
Thursday	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage
Friday	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage
Saturday	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage
Sunday	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage	Kingsway Park School Usage

*Please note this is a working document, the final PoU will be agreed by the Foundation Grant Manager at a Pre-Opening Meeting

Partner Clubs	Community Clubs	Commercial Providers	Available
FA Programmes	Pro-Club	School Use	Closed
Recreational Sessions	Maintenance	Other Sports	

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 comparable to other Football Foundation funded facilities in the local area and agreed by the Joint Committee on an annual basis.

3.2 Proposed fees for 2024/25 are listed below but will be reviewed prior to opening.

HIRE CHARGES			
ORG TYPE	WHOLE	HALF	QUARTER
Standard rate	£120	£60	£35
England Accredited Clubs	£85	£50	£30
Partner Club Or Organisation	£75	£40	£23

HIRE CHARGE COMMENTS
The pricing policy is reflective of a detailed engagement process with all partners and has been benchmarked against other similar facilities and those funded by the FF within Rochdale. £75 p/h for a partner club would represent good value and ensure pricing is not a barrier to participation. The facility will offer affordable match play rates which is in line with local authority grass pitch pricing. Match rates are £15 5v5, £20 7v7, £30 7v7 and £90 11 v11 which should encourage more usage year round for affiliated match play.

4. Prices and 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 and/or electronic booking system.
- 4.2 Users and Partners have access to car parks adjacent to the facility, and cycle parking is provided on site to encourage active travel.

Schedule 3 Management Arrangements

Kingsway Park High School, on behalf of Altus Education Partnership, will manage and operate the Sports Facilities.

The Trustees will have overall responsibility for the operation of the Sports Facilities, its finances and ensuring its long-term sustainability.

The Trustees will also monitor the financial performance of the site monthly at Board Meetings as part of the monthly management accounts review.

Overall performance will be reported by the CEO to the Trustees on a quarterly basis and twice yearly to the Steering Group, members and funders as required.

The day-to-day operation of the Sports Facilities will be managed by the Sport Development Officer including general operations, managing finance, bookings with the support of a booking system and maintenance.

Colleagues will support the Sports Development Officer to assist with managing bookings, cleaning, opening, and closing the facility and maintenance.

Existing ground staff will continue to assist with the overall site maintenance plan.

The Sports Development Officer will be responsible for managing the delivery of the Football Development Plan with the existing staff and community officers who are responsible for delivering the activities.

The Sport Development Officer will be responsible for marketing, with support from the CEO.

Trustees are fully confident in the ability of the charity to successfully operate the facility and to ensure its long term sustainability.

The Trust committed to monitoring and measuring the success and impact of the project against key outcomes.

IN WITNESS whereof with the intention of declaring this instrument as a deed the Trust has caused its common seal to be hereunto affixed and the other parties or their duly authorised representatives have set their hands the day and year first above written.

Signed by

Duly authorised by Altus Education Partnership

Authorised Officer

Signed by

Duly authorised by the Manchester Football Association

Authorised Officer