

Date: 12<sup>th</sup> August 2026

**Rochdale Borough Council and Rochdale Association Football Club**

Draft Agreement in relation to arrangements for community use of sports facilities at Bowlee Football and Community Wellbeing Hub

In connection with Planning Permission [\[reference\]](#)

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DATE – 12<sup>th</sup> August 2026

- (1) **ROCHDALE ASSOCIATION FOOTBALL CLUB** of The Crown Oil Arena, Rochdale, Lancashire, OL11 5DR (“the **Club**”)
- (2) **ROCHDALE BOROUGH COUNCIL** of Number One Riverside, Smith St, Rochdale, OL16 1XU (“the **Council**”)

## 1. Recitals

- 1.1 Planning Permission was granted by the Council for the Development subject to conditions. Condition [*insert number*] 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 Sports Facilities within the Development and/or the wider school site will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the outdoor Sports Facilities at the Development available for use by the local community in compliance with the terms of this Agreement.
- 1.3 The Council is the landowner of the proposed site, with a lease provided to the Club for the use of their part of the site.
- 1.4 The Club has agreed to the provision of community access to the 3G pitch and ‘Fenced Pitch’.
- 1.5 The Council has responsibility for the provision of sports facilities in Rochdale for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility.

## 2. Definitions and Interpretation

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

|                      |                                                                                                                               |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>Community Use</b> | means use of the Sports Facilities by the local community including organised sports clubs, organisations and for casual use. |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------|

|                            |                                                                                                                                                          |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Casual Use</b>          | means availability for any individual(s) or groups to book the Sports Facilities in advance for use on a pay-as-you-play basis, where space is available |
| <b>Development</b>         | means the Club's leased area for which Planning Permission has been granted.                                                                             |
| <b>Sports Facilities</b>   | means the sports facilities identified in Schedule 1 to this Agreement forming part of the Premises                                                      |
| <b>Partnership Board</b>   | means the management committee as defined in clause 7 of this Agreement                                                                                  |
| <b>Parties</b>             | means the parties to this Agreement                                                                                                                      |
| <b>Planning Permission</b> | means planning permission (reference [     ]) granted by the Council on [     ]                                                                          |
| <b>Priority Groups</b>     | means those groups identified by the Parties as being under represented for the particular activity engaged in                                           |
| <b>Review Committee</b>    | means representatives of each of the Parties to this Agreement or their nominees                                                                         |
| <b>Core Times</b>          | means core times available for community usage as defined in Schedule 2 to this Agreement                                                                |
| <b>Premises</b>            | means the land and buildings within the Club's lease.                                                                                                    |

### **3. Aims**

3.1. 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;
- 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 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**

4.1. The Club, and their community operating partner, Rochdale AFC Football in the Community Trust (“Community Trust”), agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement and may also be offered during Core Times.

### **5. Targets for Community Use**

5.1. The Club 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.

5.2. The Club shall work with the Council, Community Trust, Your Trust, Greater Manchester Moving, Lancashire County FA and Manchester FA 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**

6.1. The Club and their operating partner will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims and targets.

## **7. Partnership Board**

- 7.1 A Partnership Board will be established to provide strategic oversight of the Bowlee Hub, meeting quarterly.
- 7.2 The Board will meet to review operational performance, strategic development, programming, site opportunities and any issues affecting the long-term sustainability of the site.
- 7.3 A Partnership Board 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.
- 7.4 Membership shall include representative(s) (or their nominee) from each of the following:
- (a) RBC;
  - (b) Rochdale AFC;
  - (c) Rochdale AFC Community Trust;
  - (d) Your Trust; and
  - (e) Any other organisation (by agreement of the partners)
- 7.5 Under these terms of reference, the Partnership Board 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.
- 7.6 An Operation Agreement will be signed by all partners setting out the governance, operational responsibilities and working arrangements between RBC, Rochdale AFC and Your Trust for the management and operation of the Sports Facilities.
- 7.7 The purpose of this Agreement between partners is as follows:
- (a) To agree on the terms and basis on which the partners will work together to promote and develop football within the community at the Sports Facilities.
  - (b) To set out the terms on which Partners will access the Sports Facilities.
  - (c) To establish the agreed process for facility hire, pricing, and site maintenance.

- 7.8 This framework should also 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 other facilities located on the site.
  - (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 Sports Facilities for Community Use.
- 7.9 The Club and their operating partner will be responsible for the Sports Facilities for the community 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, when not being used by the Club and their operating partner for community activities:
  - (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.

## **8. Financial Matters**

- 8.1 The Club endeavours to ensure that the costs of operating Community Use at the Sports Facilities will be fully covered.

- 8.2 The Club will contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.

## **9. Monitoring and Review**

- 9.1 One month prior to the date on which the Partnership Board produces its annual report the Club shall make available to the Partnership Board details of all usage, bookings, maintenance and financial matters relating to the Community Use of the Sports Facilities to assist with the development and improvement of community access.
- 9.2 The Partnership Board 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 Sports Facilities during the previous year; and
  - maintenance.
- 9.3 The Partnership Board shall prepare a report based on the above assessment and prepare recommendations as to how Community Use of the Sports Facilities can be further developed and improved.
- 9.4 The Club shall implement all reasonable recommendations of the Partnership Board 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 The Club shall not materially reduce the level of community access to the Sports Facilities required by Condition **[insert number]** of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

## **10. Duration of Agreement**

- 10.1. This Agreement shall operate for so long as the Sports Facilities are provided in accordance with the Planning Permission.
- 10.2. In the event the Club should cease the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

## **11. Authority**

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

## **12. No Variations**

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

## **13. No Agency**

- 13.1. 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**

- 14.1. 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**

- 15.1. 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**

- 16.1. 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**

- 17.1. 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 on the attached plan:

- 1) Rochdale AFC 3G Pitch
- 2) Pitch 7 – ‘Fenced Pitch’



2. Toilets and changing rooms will be made available for Community Use in the Club pavilion building.

## Schedule 2

### Arrangements for Community Use

#### 1. Users

- 1.1 The Sports Facilities in Schedule 1 shall be made available for Community Use.

#### 2. Hours of Access

|               |            |            |
|---------------|------------|------------|
| Community Use | Mon - Fri: | 9am – 10pm |
|               | Sat:       | 8am – 6pm  |
|               | Sun:       | 8am – 6pm  |

#### 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 the Sports Facilities operated by the Council on the site.
- 3.2 To avoid competition between facilities on the site, pricing policies should be aligned / mirrored where possible.
- 3.3 Pricing structures will be reviewed collaboratively between RBC, Rochdale AFC and Your Trust through the Partnership Board.
- 3.4 The pricing policy will be further informed and agreed as part of the Football Foundation funding policy and advised prior to opening the facilities. **PLEASE NOTE THIS IS CURRENTLY DRAFT AND WILL BE UPDATED IN LINE WITH THE FUNDING APPLICATION.**
- 3.5 The current draft pricing policy is as follows:

| Rate               | Winter Peak | Summer / Off Peak |
|--------------------|-------------|-------------------|
| Partner Club       | £28.00      | £21.00            |
| England Affiliated | £38.00      | £28.50            |
| Commercial         | £47.50      | £35.50            |

#### **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 Programming of the Sports Facilities will be coordinated to maximise use of the whole site while maintaining clear operational responsibilities.
- Your Trust, on behalf of the Council, will manage bookings for the two community 3G pitches within Council management.
  - Your Trust will manage bookings for community grass pitches and grass training pitches.
  - Rochdale AFC will manage bookings and usage of the 3G pitch and Fenced Pitch.
- 4.3 The first contact for the 3G pitch hire for the Councils pitches must be with Your Trust and if they cannot accommodate the booking on the community pitches, then Your Trust will work with the Club to seek to accommodate the booking, subject to availability of Rochdale AFC community 3G pitch and grass pitches.
- 4.4 The Key Partners agree that the Bowlee Hub should maximise community benefit and access. Programming should prioritise affiliated football, community activity, and development programmes.

#### **5. Parking Arrangements**

- 5.1 250 car parking spaces shall be available to park for community users for all Sports Facilities.

## **Schedule 3**

### **Partnership Board**

#### **Terms of Reference and Constitution**

#### **1. Purpose**

- (a) To agree on the terms and basis on which the partners will work together to promote and develop football within the community at the Sports Facilities.
- (b) To set out the terms on which Partners will access the Sports Facilities.
- (c) To establish the agreed process for facility hire, pricing, and site maintenance.

This framework should also seek to enable:

- (d) 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 other facilities located on the site;
- (e) the promotion and forward planning of development activities, at times which best suit the target groups;
- (f) equal opportunities of access;
- (g) an easy and accessible booking arrangement for Casual Use and block booking, this system to be reviewed on an annual basis;
- (h) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.

#### **2. Operation**

- (a) The full Partnership Board will convene at least once per annum. Additional meetings will be held as considered necessary by a simple majority of members.
- (b) The Club and their operating partner will resolve day to day issues. Whilst the Club has full authority for any decisions, they must adhere to the policy framework established by the full Partnership Board.
- (c) Day to day operation will be the responsibility of the Club and their operating partner.

- (d) Sub-groups/committees may be formed by the Partnership Board if considered necessary or desirable.

### **3. Reporting**

- (a) Minutes of 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 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 Club

Signed by .....

Duly authorised by the Council