

[**DATE**]

ROFFEY FOOTBALL CLUB LTD

and

HORSHAM DISTRICT COUNCIL

Draft Agreement in relation to arrangements for community use of sports facilities at Mowbray Sports Complex in North Horsham

In connection with Planning Permission **XXXXX**

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DATE []

[Amend Parties as appropriate]

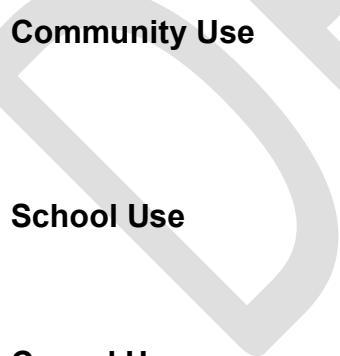
- (1) **Roffey Football Club Limited** (“The Club”) of Mowbray Sports Complex, North Horsham (“The Ground”)
- (2) **LOCAL AUTHORITY:** Horsham District Council (“the Council”)
- (3) **LANDOWNER:** Legal & General (Strategic Land North Horsham) Limited (“the Landowner”)

1. Recitals

- 1.1. Planning Permission was granted by the Horsham District Council for the Development subject to a S106 Legal Agreement which required, among other provisions that a Community Use Agreement be entered into between the Club and Horsham District Council to provide facilities for Community Use at the development free of charge to Schools within the northern sector of the Horsham District Council catchment area for up to two hours daily between the hours of 10:00am and 4:00pm Monday to Friday.
- 1.2. Roffey Football Club Limited are Leaseholders of the site.

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 Sports Facilities by the local community of Mowbray Village and nearby schools for casual use subject to availability.
School Use	means use by schools from the North Horsham District catchment area, including Bohunt School, Horsham.
Casual Use	means availability for any individual(s) or groups to book the Sports Facilities up to 28 days in advance for use on a pay-as-you-play basis, where space is available.
Development	means one all-weather football pitch and ancillary features including two grass pitches for which Planning Permission has been granted.

Management Committee	means the management committee as defined in Clause XXX of this Agreement.
Parties	means the parties to this Agreement.
Planning Permission	means planning permission XXXXX granted by Horsham District Council on XXXXX.
Term Times	means 10:00am to 4:00pm Mondays to Fridays during term time as defined in Schedule 2 of 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, abilities and gender 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.

4. Arrangements for Community Use

The Club agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement.

5. Targets

The Club shall use reasonable endeavours to achieve such community use targets where it sees fit to facilitate the promotion of healthy and sustainable sporting achievements.

6. Marketing and Promotion

The Club 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.

7. Management

- 7.1. 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.
- 7.2. Membership shall include representative(s) (or their nominee) from each of the following:-
- (a) The Club
 - (b) Legal & General (Strategic Land North Horsham) Limited
 - (c) Mowbray Community
- 7.3. 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) the promotion and forward planning of development activities, at times which best suit the target groups;
 - (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;
- 7.4. The Club 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;
 - (b) make best endeavours to enable 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.
 - (f)

8. Financial Matters

- 8.1. Contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities under the terms of and in accordance with the Club's Financial Business Plan.
- 8.2. Where appropriate increase the use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire.

9. Monitoring and Review

- 9.1. The Management of Roffey Football Club Ltd. shall undertake an assessment of the adequacy of the implementation of this Agreement in relation to:
 - hours of use of the Sports Facilities;
 - compliance with targets and aims of this Agreement;
 - marketing;
 - maintenance.
- 9.2. The Management of Roffey Football Club Ltd. shall prepare a report based on the above assessment and prepare recommendations to the Management Committee as to how Community Use of the Sports Facilities can be further developed and improved within the confines of the scope of The Club's Budgeted Business Plan.
- 9.3. The Club shall implement all reasonable recommendations of the Management Committee as soon as reasonably practicable subject to remaining within the Club's Budgeted Business Plan.
- 9.4. 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.
- 9.5. The Club shall not materially reduce the level of community access to the Sports Facilities required by this Agreement 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 Club's Facilities are provided in accordance with the Planning Permission.

11. Authority

The Club 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.

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

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 3G pitch;
- 2 x MUGAs;
- 2 x grass pitches;
- Toilet facilities.

2. Users

- 2.1. The Sports Facilities shall be made available for free use by local Schools in the North Horsham community any two hours per day Monday to Friday within the given times.

3. Hours of Access

TERM-TIME

School Use Mon-Fri: 10:00am-4:00pm

ALL YEAR

Community Use and Casual Use

The Club is open from 9:00am to 10:00pm Monday to Friday, 9:00am to 5:00pm on Saturdays, and 10:00am to 4:00pm on Sundays.

4. Pricing

- 4.1. A policy of competitive pricing shall apply to maximise Community Use and in accordance within the spirit of this Agreement.

5. Booking Arrangements

- 5.1. 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.

- 5.2. The agreed booking arrangements shall operate as follows:-

Bookings can be made by telephoning the Club's offices on XXXXX and will be subject to availability and at the Club's discretion.

Schedule 2: Parking Arrangements

- 6.0 Up to 88 parking spaces at the Football Ground are available at all times on a first come, first served basis except on First Team Match days when Stewards will direct traffic in accordance with Match regulations. On Match days additional parking will be used, if required, on Roffey FC's existing grounds at Bartholomew Way and Robert Way.

DRAFT

Schedule 3: Management Committee

Terms of Reference and Constitution.

The full Management Committee will convene at least once per annum and will include a representative of the Mowbray Estate Management Company/Legal & General and Mowbray residents. Additional meetings will be held as considered necessary by a simple majority of Members. Each party will comprise a minimum of two and a maximum of three members in order for a meeting to take place.

A Chair will be elected by the full Management Committee at the first meeting of each year.

7. Purpose

- a. To monitor progress against agreed aims and targets;
- b. To discuss policy issues e.g. pricing, and the framework of sports programmes;
- c. To determine and agree strategies for future developments at the Club and timetables for their implementation.

8. Officers

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.

9. Operation

- a. The full Committee will convene at least once per annum. Additional meetings will be held as considered necessary by a simple majority of members.
- b. The Club will resolve day to day issues. Whilst the Club has full authority for any decisions they must use best endeavours to adhere to the policy framework established by the full Committee.
- c. Day to day operation will be the responsibility of the Club.

10. 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:
Duly Authorised by the Council

Signed by:
Duly Authorised by the Landowner

Signed by:
Duly Authorised by the [Club]