DATED 2021

BRIGHTON & HOVE ALBION FOOTBALL CLUB LIMITED

ALBION IN THE COMMUNITY

THE DISTRICT COUNCIL OF ADUR

COMMUNITY USE AGREEMENT

BHAFC TRAINING GROUND
COMMUNITY USE AGREEMENT

DATE 2021

PARTIES

(1) **BRIGHTON & HOVE ALBION FOOTBALL CLUB LIMITED** (Company No. 81077) a company registered in England whose registered office address is situated at The American Express Community Stadium, Village Way, Brighton BN1 9BL **("BHAFC")**; and

(2) **ALBION IN THE COMMUNITY** (Company No. 5122343) a company registered in England with registered charity number 1110978 whose registered office is situated at The American Express Community Stadium, Village Way, Brighton, BN1 9BL **("AITC")**; and

(3) **THE DISTRICT COUNCIL OF ADUR** whose offices are at Town Hall, Chapel Road, Worthing, West Sussex, BN11 1HA (**"the Council"**).

RECITALS

(1) BHAFC has the responsibility to manage and operate the training ground at 60 Mash Barn Lane, Lancing BN15 9FP, shown for the purposes of identification only edged red on the plan attached to this Agreement (the "Training Ground")

(2) BHAFC, AITC and the Council wish to enter into this Agreement in order to make available the Community Pitch, the Club Hub and other facilities at the Training Ground (when their use is not required by BHAFC) for use by the Local and Regional community in accordance with Schedule 2 of this Agreement in recognition of Sport England's aim in promoting participation in sport and encouraging provision of sports facilities

(3) The Council has primary responsibility for the provision of sports facilities in the Adur area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility

DEFINITIONS AND INTERPRETATION

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

Community Pitch	The pitch shown edged blue on the plan attached to this Agreement
Club Hub	The building shown edged green on the plan attached to this agreement
Community Use Framework	A practical policy framework for managing and operating the Facility during periods allocated for community use (incorporating the objectives set out at clause 4.6 of this Agreement) to be implemented, monitored and reviewed by the Community Use Management Committee
Facility	The Community Pitch and other facilities specified in Schedule 1 forming part of the Training Ground
Local	Resident or situated in the districts of Adur and Worthing
Low Income	Resident or situated in areas of deprivation, defined as being ranked in the 20% most deprived Lower Super Output Areas (LSOAs) for England, within the Indices of Multiple Deprivation 2019 produced by the Department of Communities and Local Government.

Community Use Management Committee	The management committee to be set up in accordance with clauses 4.7 and 4.8 of this Agreement
Marginal Costs	Reasonable costs of staff and administration, heating, lighting, cleaning and routine maintenance, publicity, insurance premiums, non-capital equipment directly relating to the Community Pitch excluding such costs which relate to the free of charge use of the Community Pitch
Parties	BHAFC, AITC and the Council and shall include their successors in title which will include a company or charity set up to continue the trade or work of the previous entity and in the case of the Council, the successor to the Councils statutory functions.
People with Disabilities	All registered disabled people
Priority Groups	Those categories of persons identified in Clauses 2.3.1 to 2.3.7 of this Agreement
Project	The use of the Facility by the Local and Regional community
Region	East Sussex and West Sussex
Regional	Resident or situated in the counties of East Sussex and West Sussex

Sports Development Programme	A programme of activities aimed at (i) attracting and retaining the interest of new participants in sport with the overall objective of establishing new clubs or encouraging new participants to join established clubs and (ii) maintaining the quality of provision for regular/established participants in sport to be produced by AITC and to be approved by the Community Use Management Committee
Terms of Reference and Constitution	The terms of reference and constitution for the Community Use Management Committee set out at Schedule 3

1. **AIMS**

The Parties hereto agree to support the development and use of the Facility in order to pursue the following aims:

1.1 To provide opportunities for Local and Regional people and sports organisations to participate in sport and physical activity, primarily football, to develop their skills particularly among low participant groups.

1.2 To support voluntary sector groups to help raise standards of coaching education and training administration volunteering and performance pathways in Adur, Worthing and the Region.

1.3 To provide an accessible new facility for sport, wellbeing and physical activity programmes, in order to further promote and instil healthy lifestyles as part of the community's way of life.

2. **OBJECTIVES**

In accordance with the above aims the Parties agree that the Project will have the following objectives:

2.1 To give priority use to approved AITC programmes which would benefit the Local and Regional community during the hours of community use outlined in Schedule 2 ensuring first priority is given to the Local and then the Regional community. These programmes may include:

2.2 (i) opportunities for beginners, for people wishing to improve their skills via programmes of coaching and competition and training for players coaches and officials

2.3 (ii) specific activities aimed at attracting new participants from the following priority groups:

2.3.1 participants aged 18 and under;

2.3.2 Girls and women;

2.3.3 Low Income socio economic groups;

2.3.4 Black and ethnic minorities;

2.3.5 People with Disabilities;

2.3.6 Other specified target groups agreed between the Parties to this Agreement

2.4 and (iii) a balanced programme of use which provides for a wide range of community football including provision for:

2.4.1 Development initiatives;

2.4.2 Tournament competitions for participants aged 18 years and under, and people with disabilities of all ages

2.4.3 Organised Local group/club sessions for participants aged 18 years and under;

2.4.4 Coaching and officiating courses;

2.4.5 Educational courses for participants aged 18 and under.

3. TARGETS FOR COMMUNITY USE

BHAFC and AITC undertakes with the Council to use all reasonable endeavours to

achieve the targets for the Project as set out in Schedule 2.

4. **MANAGEMENT**

BHAFC agrees and undertakes with AITC and the Council that it shall:-

4.1 Be responsible for the Facility and will resource manage on a day to basis and routinely maintain it in a manner that will allow achievement of the aims and objectives set out in clauses 1 and 2 and the targets set out in Schedule 2.

4.2 Make available the Facility on the occasions and times herein specified for community use.

4.3 Provide lights and such other amenities as required for the Facility and its intended use.

4.4 Insure and keep insured the Facility against all usual commercial risks including public liability in its full reinstatement value.

4.5 Effect repairs and make good accidental damage arising out of or occasioned by the use of the Facility or in the event of damage by an insured risk.

4.6 Establish a Community Use Framework, which seeks to enable:

4.6.1 The agreement and implementation of a policy of affordable pricing to allow AITC to recover the Marginal Costs and which clearly demonstrates the capability of achieving the targets for community use defined above; the policy will ensure that prices shall be no greater than the reasonable maintenance costs of similar facilities.

4.6.2 The promotion and forward planning of developmental activities at times which best suit the Priority Groups;

4.6.3 Equal opportunities of access for the principal use groups;

4.6.4 Flexibility to extend access beyond the defined hours of community use specified in Schedule 2 provided that this does not adversely affect the operation of the Training Ground;

4.6.5 The provision of easy and accessible booking arrangements, especially having regard to the needs of the Priority Groups wishing to use the facility:

4.6.6 Regular review of the programme bookings during the first three years of operations of the Facility under this Agreement;

4.6.7 AITC affiliated organisations to manage and administer junior and senior leagues.

4.7 Establish a Community Use Management Committee in accordance with the Terms of Reference and Constitution within 3 months of the date of this Agreement.

4.8 The Community Use Management Committee shall include a representative of each of the Parties to this Agreement and a representative of the Sussex County Football Association and a Member of Lancing Parish Council.

4.9 No later than June in every year during the currency of this Agreement establish a one year Sports Development Programme incorporating the AITC development programme to identify programming arrangements for key football usage of the Facility.

4.10 Agree and facilitate the implementation of the Sports Development Programme.

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5. MARKETING AND PROMOTION

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

6. FINANCE

Where it is clear that the Marginal Costs of operating community use of the Facility will be recovered, BHAFC and AITC agree to utilise any such money recovered towards support actions identified in the Sports Development Programme for the Facility.

7. MONITORING AND REVIEW

7.1 The aims and objectives set out in Clauses 1 and 2 of this Agreement shall be

reviewed on an annual basis by the Community Use Management Committee. One month prior to the Community Use Management Committee producing its annual report, BHAFC and/or AITC shall make available details of all usage, bookings, maintenance and financial matters relating to the community use of the Facility to assist with the development and improvement of community access.

7.2 In carrying out the review under this clause the Community Use Management Committee shall undertake an assessment of the adequacy of the implementation of this Agreement in relation to:

- hours of use of the Facility;
- pricing policy;
- compliance with targets and aims of this Agreement;
- marketing;
- financial performance of the Facility during the previous year; and
- maintenance.

7.3 The Community Use Management Committee shall prepare a report based on the above assessment and prepare recommendations as to how community use of the Facility can be further developed and improved ("the Review Report").

7.4 BHAFC and/or AITC shall implement all reasonable recommendations of the Community Use Management Committee in the Review Report as soon as reasonably practicable.

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

7.6 BHAFC shall not materially reduce the level of community access to the Facility without the prior written approval of the Council

8. ARBITRATION

In the event of any dispute or difference arising from the obligations in this Agreement the same may be referred for determination to a person who shall act as arbitrator such person to be agreed between the Parties (or failing such agreement within 14 days to be appointed by the President for the time being of the Royal Town Planning Institute) the decision of the person so agreed or appointed to be binding on all the Parties. The costs of any such arbitration to be met equally by the Parties.

9. **DURATION OF AGREEMENT**

9.1 This Agreement shall commence from the date set out above and shall continue in perpetuity but shall be subject to review by the Parties on or around each anniversary of the date of execution of the Agreement.

9.2 Notwithstanding the terms of this Agreement, BHAFC and AITC shall have the right to terminate use of the Facility by any community group or individual within such community group with immediate effect in the event that the group or individual are found by BHAFC or AITC to have misused the Facility or to have otherwise exhibited inappropriate behaviour whilst attending the Training Ground.

10. **AUTHORITY**

The parties to this Agreement 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.

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.

17. **A PARTY CEASING TO EXIST**

In the event that either a Party to this Agreement ceases to exist or is wound up this Agreement shall continue in force as between the remaining Parties unless there is a valid successor in title in which case that successor shall be bound by the provisions of this Agreement and the following provisions shall apply:

17.1 the Council and any other remaining Party shall procure that the Facility continues to be made available for community use in accordance with this Agreement.

17.2 the Council and any other remaining Party will use all reasonable endeavours to achieve the targets set out in Schedule 2.

IN WITNESS whereof the parties have executed this Agreement the day and year first above written

SIGNED by **BHAFC**)

Acting by:

Director

Director/Secretary

SIGNED by **AITC**)

Trustee:

Trustee:

SIGNED by **THE COUNCIL**)

Authorised Signatory:

SCHEDULE 1

The Facility

a) **Outdoor Astro Pitch (the Community Pitch)** (including use of changing rooms/WCs) during the hours of 9.00 am until 10.00 pm Monday to Sunday of each week other than Bank Holidays;

b) **Indoor Astro Pitch** (including use of changing rooms/WCs) for a minimum of 8 hours per week on days and at times agreed by BHAFC;

c) **Teaching Space** for a minimum of 8 hours per week on days and at times agreed by BHAFC.

SCHEDULE 2

The Targets

1. A minimum of 86 hours per week of actual community use throughout the year (with higher levels of use during school holidays) within which a minimum number of hours per week should be designated for each of the following:

   1.1 24 hours per week for Local and Regional football groups/clubs

   1.2 35 hours per week free of charge use for sports development initiatives aimed at the Priority Groups

   SUBJECT TO THE PROVISO that BHAFC and AITC will not have to adhere to the prescribed hours set out in this paragraph in adverse weather or any other circumstances where utility of the Facility would represent a health and safety hazard for the participants, or potentially damage the pitch surface.

2. Promotion and establishment of a structured programme of sports development initiatives aimed at and sensitive to the needs of each Priority Group.

3. Promotion and establishment of an annual Sports Development Programme which includes:

   3.1 coaching and skill training of players aged 18 years of age and under, up to and including club and county level;

   3.2 coaching and skills training of female players of all ages up to and including club and county level;

   3.3 tournaments for Local and Regional junior participants, people with disabilities and female players of all ages;

   3.4 a young persons officiating/volunteering course;

   3.5 a level 1 and level 2 coaching course.

4. Priority booking firstly for Local and secondly for Regional organised football clubs to be

given to those who have or are developing active junior sections i.e. accreditation to obtain and hold Chartered Standard awards.

5. Use of the Facility by the community to become self-financing in terms of recovering the Marginal Costs of operating community use.

SCHEDULE 3

Community Use Management Committee

Terms of Reference and Constitution

1. Name

The Community Use Management Committee (hereinafter referred to as the Management Committee)

2. Purpose

2.1 To implement, monitor and review the Community Use Framework and to review and adopt new procedures and policies related to community use.

2.2 To monitor progress against the targets in Schedule 2 and to provide reports to BHAFC, AITC and the Council on such progress.

2.3 To decide on policy issues e.g. pricing, the framework of sports programmes and staffing.

2.4 To ensure effective partnership working between the organisations involved in the community use.

3. Membership

Membership shall be limited to a representative from each of the following

Brighton and Hove Albion Football Club

Albion in the Community

The District Council of Adur

Lancing Parish Council

The Sussex Football Association

4. Officers

The Management Committee shall have the following personnel;

Chair

A Chair will be elected by the full Management Committee at the first meeting of each financial year (April to March) and will serve for one full year (but may be re elected for subsequent years). The Chair shall be a representative of BHAFC.

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

In the absence of the Chair, members present will elect a deputy chair to take on the role of chair for the duration of the meeting

Secretary

A Secretary will be elected by the full Management Committee at the first meeting of each financial year (April to March) and will serve for one full year (but may be re elected for subsequent years).

- 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 Management Committee.
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5. Operation

5.1 The full Management Committee will convene at least 4 times per annum. Additional meetings will be held as considered necessary by a simple majority of members.

5.2 All members shall be given at least fourteen (14) days' notice of when a meeting is due to take place, unless it is deemed as an emergency.

5.3 Voting at the Management Committee meetings shall be by a show of hands. If there is a tied vote then the Chair shall have a second vote.

5.4 At least 3 committee members must be present in order for a meeting to take place. For the avoidance of doubt, this may include a substitute to act on behalf of the member organisations.

5.5 AITC will resolve day to day issues. Whilst AITC has full authority for any decisions they must adhere to the Community Use Framework.

5.6 Day to day operation will be the responsibility of AITC.

5.7 Sub-groups/committees may be formed by the Management Committee if considered necessary or desirable.

6. Reporting

6.1 Minutes of committee meetings will be maintained.

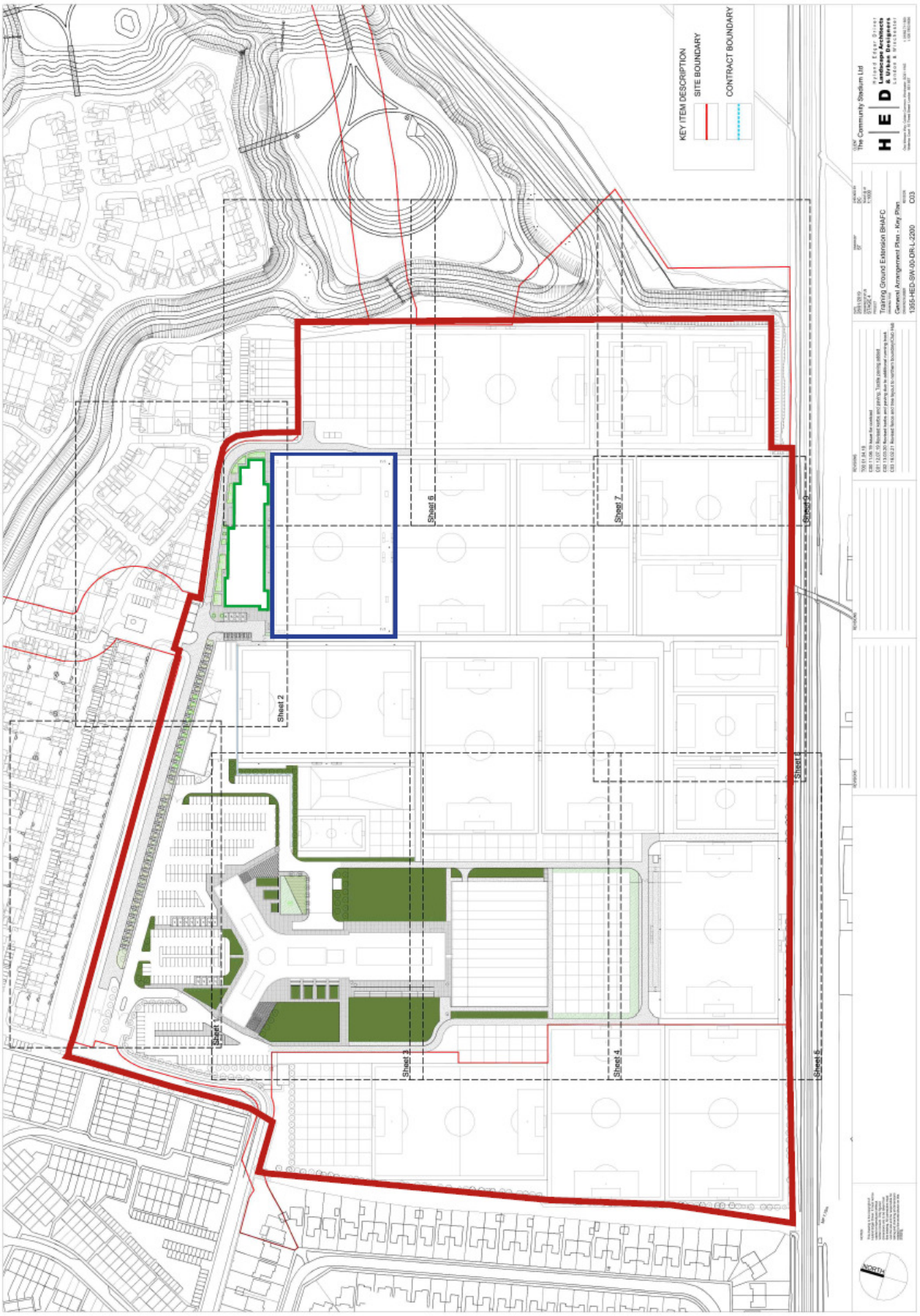
6.2 A formal annual report will be issued to cover policy, financial and sports development matters.

6.3 Other specific reports requested by other Management Committee members when possible.

7. Alteration Of The Constitution

Any changes to this constitution must be agreed in writing by the Council following the changes being agreed by a majority vote at a special general meeting of the Management Committee notice of which must have been given in writing no less than 28 clear days prior the meeting. Such notice should provide full details of the intention to make changes to the constitution.

PLAN


KEY ITEM DESCRIPTION
SITE BOUNDARY
CONTRACT BOUNDARY
Sheet 1
Sheet 2
Sheet 3
Sheet 4
Sheet 5
Sheet 6
Sheet 7
NORTH