ADUR & WORTHING
PLANNING SERVICES

PLAN	AWDM/ 0457/15
DATE VALID	13 JAN 2016

Sussex County FA

3G Training Pitch
Community Use Agreement

This is a Draft Agreement in relation to arrangements for Community use of Sports Facilities in connection with Planning Permission **AWDM/0457/15**

Parties

(1) **SUSSEX COUNTY FA**

of Culver Road, Lancing West Sussex BN15 9AX

("the County FA")

(2) **ADUR DISTRICT COUNCIL**

of Town Hall, Chapel Road, Worthing, West Sussex BN11 1HA

("the Council")

(3) **LANCING PARISH COUNCIL**

of Parish Hall, 96 South St, Lancing BN15 8AJ

("the Parish Council")

Dated

1 December 2015

Contents

No.	Heading/Clauses	Page
1.	Recitals	2
2.	Definitions and Interpretation	2
3.	Aims	3
4.	Targets for Community Use	3
5.	Marketing and Promotion	4
6.	Management	4
7.	Financial Matters	4
8.	Monitoring and Review	4
9.	Duration of Agreement	4
10.	Authority	4
11.	No Variations	4
12.	No Agency	5
13.	Severability	5
14.	Waiver	5
15.	Non-Assignability	5
16.	Governing Law and Jurisdiction	5
Schedule 1		6
Schedule 2		6
Schedule 3		7

1. Recitals

1.1 Planning Permission was granted by the Adur District Council for the Development subject to conditions. Condition 7 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 Facility will be managed

1.2 The parties wish to enter into this Agreement in order to make the outdoor Sports Facility available (when their use is not required by the County FA) for use by the local community in compliance with the terms of this Agreement and Condition AWDM/0457/15

1.3 The County FA is the owner of the Sports Facility and is responsible for their use

1.4 The Council has 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 and as the local planning authority in respect of the Development

1.5 The County FA supports and promotes community participation in football

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 Facility 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 Sports Facility in advance for use on a pay-as-you-play basis, where space is available
Development	means 3G Artificial Training Pitch for which Planning Permission has been granted
Sports Facility	means the sports facility identified in Schedule 1 to this Agreement
Parties	means the parties to this Agreement
Planning Permission	means planning permission reference AWDM/0457/15 granted by the Adur District Council on 9 June 2015
Priority Groups	means those groups identified by the Parties as being under-represented for the particular activity
Review Committee	means representatives of each of the Parties to this Agreement or their nominees

3. Aims

To make the Sports Facility available for Community Use, in accordance with the provisions of Schedule 2 to this Agreement, in order to pursue the following aims:

- Providing opportunities for the local community and sports organisations to participate in sport and physical activity, primarily football, for health improvement and development of their skills, particularly amongst low participant groups
- To support voluntary sector groups to help raise standards of coaching education and training administration and performance pathways in Adur
- 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 sports club links and to stimulate competition that is inclusive of young people and adults
- To provide affordable access to the facilities

4. Targets for Community Use

The County FA shall, and already do, work with all local bodies to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities. In accordance with the above aims the parties agree the following objectives:

4.1 To give priority use to County FA initiatives and projects during the hours of community use outlined in Schedule 2. These programmes may include:

- Opportunities for beginners, for people wishing to improve their skills via programmes of coaching, competition and training for players coaches and officials
- Children and/or adult education courses
- League and tournament competition from junior to senior levels organised by County FA
- Coaching and officiating courses

4.2 Organised club sessions

4.3 Specific activities aimed at attracting new participants from the following priority groups:

- 21 and under
- 45 and over
- Girls and women
- Low Income socio economic groups
- Black and ethnic minorities
- People with Disabilities
- Homeless

5. Marketing and Promotion

The County FA will be responsible for marketing and promoting the Sports Facility in accordance with the agreed aims and targets.

6. Management

The County FA will be responsible for the Sports Facility and shall:-

6.1 resource, control and routinely ensure the maintenance of the Sports Facility in a manner that will allow achievement of the agreed aims

6.2 make the Sports Facility available as specified in Schedule 2

6.3 ensure provision of floodlights and other amenities as required for the Sports Facility and their intended use

6.4 ensure that the Sports Facility complies with all legislation and guidance in force at the time of this Agreement

7. Financial Matters

The County FA endeavours to ensure that the costs of operating Community Use at the Sports Facility will be fully covered by income from such use and any surplus will be utilised to:

- contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facility
- increase the use of the Sports Facility for those identified in the Targets for Use

8. Monitoring and Review

8.1 The aims and objectives set out in Schedules 1 and 2 of this Agreement shall be reviewed on a regular basis (no less than annually) by the parties

8.2 Prior written approval of all the parties to this Agreement will be required before any revisions are made or implemented

9. Duration of Agreement

9.1 This Agreement shall commence from the date set out above and shall continue as a permanent on going contract which will be reviewed on an annual basis

9.2 In the event the County FA should cease the Parties agree to make every effort to secure the continued operation of the Sports Facility for Community Use

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 without the prior written consent of the others.

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.

Signatories

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

Signed by _____

Duly authorised by **Sussex County FA**

Signed by _____

Duly authorised by **Adur District Council**

Signed by _____

Duly authorised by **Lancing Parish Council**

Schedule 1

The outdoor sports areas and facilities to be made available for Community Use shall comprise the following:-

- Outdoor 3G Artificial Pitch
- Use of changing rooms/toilets
- Floodlights (when/if appropriate)

Schedule 2

Arrangements for Community Use:

1. Users

The Sports Facility shall be made available for Community Use.

2. Hours of Access

Monday-Friday 9am-10pm

Saturday/Sunday 9am-10pm (Sept-April 9am-12am)

Excludes all Public and Bank Holidays.

Excludes any periods of maintenance.

3. Pricing

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 general public use.

4. Booking Arrangements

An easy and accessible advance booking arrangement for Casual Use and block bookings shall operate as follows:-

- User to contact County FA (telephone or email) for requirements
- Booking Confirmation with Terms & Conditions to be forwarded (email or post) to the user
- User will sign and return the Booking Confirmation

Schedule 3

Travel and Transport Plan:

1. Introduction

Situated in the centre of Lancing, the Sussex County FA facility is accessed via Culver Road.

2. Current Travel & Transport Situation

2.1 Car Parking

The Car Park is owned and managed by the Sussex County FA.

During a normal working day, the administration section of the facility is occupied by up to 19 staff members. Ample parking is available for staff members. The Car Park is also available for the Public to use on a pay as you park basis. The Car Park is also monitored by one of the staff members to ensure compliance with parking requirements.

There are a total of 67 parking spaces available together with 3 Disabled bays and an area for motor cycles. On a normal working day, only half of these spaces are used all day.

On match days, the parking is monitored by use of attendants. Overflow car parking is available a short walking distance away in Council Pay and Display areas

The Football part of the facility has access via three gates / turnstiles all accessed from the Car Park facility or by arrival on foot. On match days, if the visiting team arrives by coach, the car park allows for the coach to be manoeuvred and parked within the car park area.

2.2 Train, Bus & Taxi Travel

The Sussex County FA is accessible by train, bus & taxi. The train station is serviced by trains on a regular timetable and is a short walk away. Several options around bus services are available.

2.3 Cycling & Walking

The anticipated use of the facility will come from the local community and this option will be used to a high degree. There is a cycle rack provided.