

BOROUGH OF TELFORD & WREKIN



AND

AFC TELFORD UNITED

PRINCIPLES OF COMMUNITY USE

**Relating to the AFC five-a-side facility at the New Bucks
Head, Haybridge Road**

1.0 TITLE OF PROJECT

AFC Five-A-Side Centre ("the Project")

2.0 COMMUNITY USE PARTIES:

This Agreement is made on the xxx day of xxx 2010 between (1) Telford & Wrekin Council, Civic Offices, Coach Central, Telford TF3 4HD ("the Council") and (2) AFC Telford United Football Club, New Bucks Head Stadium, Haybridge Road, Wellington, Telford TF1 2TU ("the Club")

3.0 DEFINITIONS AND INTERPRETATION

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

Council	The Borough of Telford & Wrekin.
Casual Use	Availability for any individual(s) or group to book the Facility at relatively short notice for use on a pay-and-play basis or for informal use in non organised settings on a non-paying basis.
Club	AFC Telford United Football Club
Community Use	Groups as defined in Clause 7.0
Facility	The five-a-side centre specified in Plan 1
Local Community	Residents of the area surrounding the Site and users of the Site for leisure activities and the Facility on an informal basis
Low Income	In receipt of Unemployment Benefit or Income Support
Marginal Costs	Staff costs and administration, heating, lighting, cleaning and routine maintenance, publicity, insurance premiums, non-capital equipment
People with Disabilities	All Registered Disabled people
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
Priority Groups	Those categories of persons identified in Clause 6.3
Priority Use Time	Times as specified in Schedule 1 of this agreement
Site	Means all that area of land with buildings shown edged blue on the Plan
The Plan	Means the plan annexed hereto

4.0 INTRODUCTION

4.1 The Council has agreed to make available financial support (of a capital nature) for the construction of a five-a-side facility adjacent to the Club subject to its promotion and use by community organisations and the provision of coaching within agreed schools at a free or discounted rate.

4.2 Funding has also been provided by the Council in support of its delivery of the BTI Sports & Learning Community (SLC), particularly linked to the development of the Wrekin Sports & Learning Community, of which the Club and this Facility will be linked.

4.3 The Club will take on full management, operational and maintenance responsibility for the Facility once it is built

4.4 The Council wishes to enter into this Agreement in order to make the Facility available free of charge for community use during designated Priority Use Times thereby promoting participation in sport and encouraging provision of sports facilities

4.5 The Council has a corporate priority for encouraging Active Lifestyles and has a responsibility for the provision of sports facilities in the local area for use by and for the benefit of the community. The Council is desirous of entering into this Agreement in furtherance of this corporate priority and responsibility.

5.0 AIMS

The parties hereto agree to support the development of the Facility in order to pursue the following aims:

5.1 To increase and improve the quality of curricular and extracurricular sporting and physical activity for children and young people within the borough, particularly those within schools of the Wrekin SLC

5.2 To provide opportunities for local people, partners and sports organisations to participate in sport and physical activity and to develop their skills particularly among low participant groups.

5.3 To raise the standards of sports and recreation in the Borough.

6.0 OBJECTIVES

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

6.1 To maximise community use of the Facility as specified in Schedule 1.

6.2 To give priority use of the Facility to schools within the Wellington SLC during the Priority Use Time and other SLCs.

6.3 To attract participants from the following priority groups:

- a) Women and girls
- b) Lower socio economic groups/ low income families
- c) Black and Ethnic Minorities
- d) People with Disabilities
- e) People Not in Employment Education or Training (NEETs)
- f) Other specified target groups agreed between the parties to this Agreement

6.4 To offer a balanced programme of use which satisfies school curriculum and extra-curricular sports needs, football development programmes and further provides for a wide range of community needs including provision for:

- a) Sports development initiatives
- b) Casual use
- c) League sessions
- d) Organised club sessions
- e) Coaching courses
- f) Coach, referee and official education courses

6.5 To provide a level of coaching expertise and motivational football sessions within the school environment to encourage participation and maximise the power of football on educational attainment.

7.0 DEFINITION OF COMMUNITY USE

Community use is defined by the following target groups:

- a) Primary, secondary, special needs and further education schools and colleges within the Wellington Sports & Learning Community (SLC). Currently this includes Ercall Wood Technology College, Blessed Robert Johnson, Lawley, Short Wood, Wrekin View & St Patrick's primary schools, however the definition of community use for the purposes of this agreement will also include any additional schools that become part of this SLC in the future, as well as other SLCs.
- b) Council football development programmes and courses
- c) Council led sports and learning initiatives (e.g. I Can 2)

8.0 TARGETS FOR COMMUNITY USE

The Club agrees to achieve the following targets for the project within year 1 of the Community Use Agreement becoming operational:

8.1 A minimum of 25 free hours per week of actual use throughout the year made up from use from the community groups identified within Clause 7.0

8.2 A minimum of 5 free hours per week of actual coaching throughout the year, either from the Facility or off site utilising players and coaches from within the Club

8.3 Participate in the Council's Flex Card scheme

8.4 Free use of the football club grass pitch for a minimum of two days per school holiday coaching course

8.5 Targets for subsequent years to be reviewed annually and any changes to be agreed by both Parties.

9.0 MARKETING AND PROMOTION

9.1 The Club will be responsible for and will meet the cost of marketing and promoting the Facility in accordance with the agreed aims, objectives and targets.

9.2 The Club is responsible for implementing and marketing a programme of activity that meets the needs and interests of the schools and community groups during the agreed Priority Use Times.

9.3 The Club is responsible for the development and promotion of the Facility as an affordable and accessibility sports facility for the local community.

10.0 MANAGEMENT

The Club will be responsible for the Facility and agrees and undertakes to:

10.1 Resource, manage and routinely maintain the Facility in agreement with the Council in a manner that will allow the agreed targets to be achieved. This includes all marginal costs.

10.2 Ensures all staff with direct access to children and young people have completed a CRB Enhanced Disclosure and implements a written child protection policy and procedures which endorses the Council and the FA's own child protection policy.

10.3 Manage and operate the Facility in a way which promotes:

- a) a policy of affordable pricing for all community use, based on similar local authority run facilities in the Borough, which clearly demonstrates the capability of achieving the targets for community use. Prices and changes to pricing structures to be agreed by the Council in advance.
- b) equal opportunities of access for the community
- c) appropriate code of conduct for players, referees and coaches
- d) an easy and accessible booking arrangement for community use.
- e) regular review of the programme and targets

10.4 A small Management Review Group will be established by the Club who will be responsible for ensuring that the key aims, objectives, targets, and development opportunities are met. The Management Review Group will include representation from the Council and the Wellington Sports & Learning Community.

10.5 No later than XX in every year during the currency of this Agreement an anticipated one year activity programme of use will be prepared by the Club and submitted to the Council for their comment and to make any suggested amendments to better meet the objectives of this agreement.

10.6 Make available and proactively promote the Facility on the occasions and times herein specified in Schedule 1 as Priority Use Times for community use

10.7 Provide access to adequate ancillary facilities and services (i.e. toilets, changing area, administration, refreshments) as necessary to ensure the aims, objectives and targets of this Agreement can be achieved.

11.0 FINANCE

11.1 Outside the Priority Times and should the facility not be in use by the community target groups within the agreed Priority Times, the Club shall be free to enter into agreements for making available the Facility to other persons or bodies on such terms and at such costs as they may in their discretion determine. Such agreements shall not however prejudice the operation of this Agreement.

12.0 MONITORING AND EVALUATION

12.1 No later than XX in every year during the currency of this Agreement an evaluation report containing financial accounts and achievements in accordance to the aims, objectives and targets of this Agreement will be prepared by the Club and submitted to the Council for their review.

12.2 The Parties may occasionally undertake additional monitoring and evaluation of the progress and development of the Agreement.

12.3 The Club will on request supply such information regarding the Facility as the Council or other partners may request

13.0 REVIEW

13.1 An annual review of the aims, objectives, targets and programme of use will be undertaken by the Project Management Review Group.

13.2 In addition, the Club shall hold an annual meeting for formal and informal Site and Facility users to discuss concerns, review usage, report against the provisions of this Agreement and to propose any amendments to the provisions of this Agreement.

13.3 Prior written approval from both parties to this Agreement will be required before any revisions are made or implemented.

14.0 DURATION OF AGREEMENT

14.1 This agreement shall continue for X years from the date on which it is to be made unless terminated by any of the following events notwithstanding the provisions of this clause:

- a) By agreement of the Parties
- b) By any of the Parties giving at least 12 months notice to the other
- c) The Club ceasing to be a registered football club

15.0 VARIATIONS

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

Signed and agreed on behalf of by

..... (print name)

..... (signature)

..... (position)

.....
Date

Signed and agreed on behalf of by

..... (print name)

..... (signature)

..... (position)

.....
Date

SCHEDULE 1 – PRIORITY USE TIMES

The Club will make facilities available for use by the agreed community groups at the times outlined below, or at other such times specified by the Council acting reasonably:

0900 hours to 1700 hours between Monday to Friday (inclusive) during school term and holidays

Priority use during these times will be given free of charge to schools (primary, secondary, special needs and FE) within the Wellington Sports & Learning Community, Council football development coaching and courses and other Council-led sports and learning initiatives.

Additional hours required by these community groups outside of the Priority Use Time will be offered at a preferential rate to be agreed in advance and on an annual basis by both Parties.

When the Facility is not in use or required for use by the schools or community within this period, the Club can hire the Facility at their discretion.

The Priority Use Time will be subject to annual review following consultation at the annual formal and informal site users meeting.