Date: October 2025

Greater Manchester Trust for Recreation

Manchester Active on behalf of Manchester City Council

Manchester FA

Draft Agreement in relation to arrangements for community use of sports facilities at Mellands Playing Fields

In connection with Planning Permission 138788/FO/2023

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DATE

(1) **Greater Manchester Trust for Recreation** registered charity number 521234 of Partington Youth and Community Centre, Moss Lane, Partington, Trafford M31 5FA ("the **Trust**")

(2) **Manchester Active** c/o House of Sport Manchester, Etihad Campus, Gate 13, Rowsley Street, Manchester M11 3FF

(3**)** **Manchester Football Association** c/o House of Sport Manchester, Etihad Campus, Gate 13, Rowsley Street, Manchester M11 3FF

Recitals

1.1 Planning Permission was granted by the Council for the Development subject to conditions. Condition 43 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 will be managed.

1.2 The parties wish to enter into this Agreement in order to make the Sports Facilities at the Development, available (when their use is not required by the Trust) for use by the local community in compliance with the terms of this Agreement and Condition 43.

1.3 The Trust is the owner of the Trust Premises and is responsible for their use.

1.4 Manchester Active on behalf of Manchester City Council, l has responsibility for the provision of sports facilities in Manchester 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 Manchester Football Association is the relevant regional branch of the recognised national sporting body.

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 including organised sports clubs, and organisations

Development	means erection of a youth, sports and community hub 2no. football pitches, combined netball and basketball court, cricket strip a three storey building comprising 36 no. apartments for young person's accommodation and 267no dwellinghouses, with associated landscaping, public realm, ecological mitigation, refuse storage, drainage, car parking and other associated works, with access from Wembley Road and Mount Road, for which planning permission has been granted.
Location:	Land at Mount Road for which the Planning Permission has been granted
Sports Facilities	means the sports facilities identified in Schedule 1 to this Agreement forming part of the Development
Management Committee	means the management committee as defined in clause 6.1 of this Agreement
Parties	means the parties to this Agreement
Plan	means the plan attached to this agreement
Planning Permission	means planning permission (reference 138788/FO/2024) granted by the Council on 19 September 2024.
Priority Groups	means those groups identified by the Parties as being underrepresented for the particular activity engaged in.
Review Committee	means representatives of each of the Parties to this Agreement or their nominees
Trust Premises	means the land and buildings shown edged blue on the Plan

3. Aims

The Parties agree to pursue the following aims in relation to the Sports Facilities:

- For the Trust to enter into a legal agreement with a football Club recognised by and affiliated to the Manchester Football Association for the use of the Football Fields by young people under the age of 16

- 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 participants groups.

- Generating positive attitudes in sport and physical activity by young people

- Increasing the number of people of all ages and abilities participating in sport and physical activity including people with disabilities.

- Using the Sports Facilities to encourage the range, quality and number of Trust sports club links and to stimulate competition that is inclusive of young people and adults.

- To provide affordable access to the facilities

- [*Insert further local aims as appropriate*].

4. Arrangements for Community Use

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

5. Targets for Community Use

The Trust shall use reasonable endeavours to achieve targets for community use of the Sports facilities and associated ancillary facilities including making a contribution to Manchester's local participation targets for sporting and physical activity. The Trust shall work with the resources and support of Manchester Active and other stakeholders as appropriate to provide a range of opportunities and pathways for the community. These may include existing initiatives and may also include new and local activities.

6. Management

6.1 A Management Committee will be established within 3 months of the date of the first use of the Football fields to develop Community Use of the Sports Facilities in accordance with the terms of reference and constitution of Schedule 3 to this Agreement.

6.2 Membership shall include representative(s) (or their nominee) from each of the following:-

(a) The Trust

(b) Manchester Active

(c) Manchester FA

(d) Any other users of the Sports Facilities who have entered into a legal agreement for the use of whole or any part of the Sports Facilities

6.3 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) 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 similar local authority run facilities in the area.

(b) the promotion and forward planning of development activities, at times which best suit the target groups.

(c) equal opportunities of access.

6.4 The Trust 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, and

(b) make 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 Support Facilities referred to in Schedule 1 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.

7. Financial Matters

7.1 The Trust endeavours to ensure or procure that the costs of operating Community Use at the Sports Facilities will be fully covered by income from such use and any surplus will be utilised to:

7.1.1 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.

7.1.2 increase the use of the Sports Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire.

7.1.3 improve and increase the stock of sports equipment for use in connection with the Sports Facilities.

8. Monitoring and Review

8.1 [3] months prior to the date on which the Review Committee produces its annual report the Trust shall make available to the Review Committee 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.

8.2 The Review Committee 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.
- financial performance of the Sports Facilities during the previous year; and
- maintenance.

8.3 The Review Committee 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.

8.4 The Trust shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable.

8.5 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. Duration of Agreement

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

10. Authority

The Trust warrants that it has 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.

Schedule 1

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

   2 x Football pitches suitable for play by U16 as shown edged red on the Plan ('The Football Pitches)

2. The toilets, storage and office area facilities shown hatched black on the Plan ('the Support Facilities') shall be made available for use in connection with use of the Football Pitches

Equipment storage unit

Over-18 Football Pitch (106.7 x 69.49m)

Playing pitches car park (26no. spaces inc. 2no. accessible and 4no. EVCPs)

Vehicular access swing gates

Refuse/recycling storage

Community Hub

Vehicular access barrier

Community hub car park (14no. spaces inc. 2no. accessible and 6no. EVCPs)

Bicycle storage

Equipment storage unit

MOUNT ROAD

Scale

0 2 4 6 8 10m

1:200 @ A0

Notes

Figured dimensions are to be used in all case.

Dimensions should not be scaled from drawing unless for planning application purposes.

Land Registry and ownership boundaries are produced by Studio KMA using all reasonable endeavors. Studio KMA cannot be held responsible for scale discrepancies in plans supplied by others.

Any discrepancies in dimensions should be clarified with the Architect at the address below prior to commencement of the works.

No deviation from this drawing will be permitted without the prior written consent of the Architect.

This drawing is to be read in conjunction with all the relevant Mechanical and Electrical drawings.

This drawing is to be read in conjunction with the relevant Structural Engineer's drawings, structural calculations and recommendations.

This drawing is to be read in conjunction with the relevant Fire Safety Strategy drawings.

Please note that the use of any quantification data is done so at the users own risk.

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Revision Notes

Rev	Date	Revision Description	Drawn	Checked
P2	22.09.25	Updated in line with client comments	CTW	AT
P1	19.09.25	Initial Issue	CTW	AT

KMA

Project Name: Gorton Mount Road

Drawing Title: Proposed Site Plan

Drawing Number: GMR-KMA-XX-XX-DR-A-9101

Project Number	Status	Revision
T1182	S2 Information	P2

Drawn by	Authorised by	Date
CTW	AT	22.09.25

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Schedule 2

Arrangements for Community Use

1.1 The Sports Facilities shall be made available for Community Use as follows.

1.2 The Football Pitches shall be available for use at weekends by a club as referenced in clause 3 of this Agreement and for training by U16 youth groups during the week with provision for the Trust to have ancillary use in connection with its use of the premises as a youth and community centre and in particular during school holidays

2. Parking Arrangements (if applicable)

Parking facilities will be provided adjoining the Sports Facilities and available for use by users of the Football Facility

Schedule 3 Car

Management Committee[1]

Terms of Reference and Constitution [*amend as required*]

1. Purpose

(a) To monitor progress against agreed aims and targets: programming, usage and financial and to provide regular reports for the stakeholders of the Trust on those topics.

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

(c) To ensure effective partnership working between the organisations involved in Trust community use.

(d) To determine strategies for future developments at the Trust and timetables for their implementation.

2. Officers

The Management Committee shall be comprised of one representative of the users of the Sports Facilities and each of the signatories to this Agreement.

A Chair of the Committee shall be appointed by the Trust

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.

3. Operation

(a) The full committee will convene at least twice per annum. Additional meetings will be held as considered necessary by a simple majority of members.

(b) The Trust will resolve day to day issues. Whilst the Trust has full authority for any decisions they must adhere to the policy framework established by the full committee.

(c) Day to day operation will be the responsibility of the Trust.

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

4. 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 Trust

Signed by .....

Duly authorised by the Manchester Active

Signed by .....

Duly authorised by the Manchester FA