COMMUNITY USE AGREEMENT
BETWEEN

(1) **MANCHESTER CITY COUNCIL LOCAL AUTHORITY** of Manchester City Council, PO Box 532, Town Hall, Manchester M60 2LA (**"the Council"**)

(2) **MANCHESTER ACTIVE** of House of Sport Manchester, Etihad Campus, Gate 13, Rowsley Street, Manchester M11 3FF ("**Manchester Active**")

(3) **Carbon Padel Club** of Unit 9 Vaughan Street Industrial estate, M12 5BT. (**"the operator")**

DATE: 05/06/25

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1. RECITALS

1.1 The Council has granted planning permission for the development of a padel facility at Vaughan Street M12 5BT 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 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 for use by the local community in compliance with the terms of this Agreement and Condition 7.

1.3 This Agreement sets out the terms under which the Operator will provide regular and affordable opportunities for local community participation in Padel, ensuring inclusivity and accessibility for all.

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, organisations and for casual use.
Casual Use	means availability for any individual(s) or groups to book the Sports Facilities up to 7 days in advance for use on a pay-as-you-play basis, where space is available.
Development	means installation of 12 padel courts; inclusion of a reception area facility and ancillary beverage use, car and cycle parking, internal lighting and associated infrastructure for which Planning Permission has been granted.
Padel Core Times	6am-midnight as identified in Schedule 2.

Management Committee	means the management committee as defined in clause 7.1 and Schedule 3 of this Agreement.
Parties	means the parties to this Agreement.
Planning Permission	means planning permission (reference 14187/FO/2025) granted by the Council on 1 1th April 2025.
Priority Groups	means those groups identified by the Parties as being underrepresented for the particular activity engaged in.
Sports Facilities	means the sports facilities identified in Schedule 1 to this Agreement forming part of the site Premises.

3. OBJECTIVES

3.1 To ensure that the padel facility is accessible to all members of the local community, including those from underserved groups.

3.2 To offer affordable and regular opportunities for local residents to participate in padel.

3.3 To deliver targeted interventions aimed at increasing participation among underrepresented groups, including women and girls, disabled people, people with limited mobility and people with long-term health conditions, lower socio economic groups and ethnically diverse communities.

3.4 To establish partnerships with local schools, charities, and community organisations to further community engagement in padel.

3.5 To generate positive attitudes in sport and physical activity by young people and reducing the drop-out rate in sports participation with age.

3.6 To ensure that the facility operates in accordance with planning conditions and local authority requirements.

4. COMMUNITY ACCESS & AFFORDABLE OPPORTUNITIES

4.1 The Operator shall make the padel courts available for community use at designated times as identified in Schedule 2, ensuring a balance between commercial bookings and affordable community access.

4.2 The Operator shall offer a minimum of 10-15 hours per week of low-cost or free access to the local community, including but not limited to:

- Off-peak discounted sessions.
- Low-cost family padel sessions and open days at least 4 times a year offering free taster sessions, coaching, and community engagement activities.
- Curricular activities for local school children including coaching opportunities and festivals.

4.3 The Operator shall ensure that pricing structures remain affordable, with special discounts for low income Manchester residents, students, and seniors.

5 TARGETED INTERVENTIONS FOR UNDERREPRESENTED GROUPS

5.1 The Operator shall implement programmes to increase participation from underrepresented communities, including but not limited to:

- Women and Girls' Padel Sessions: Weekly sessions led by female coaches where possible.
- Disability Inclusive Sessions: Partnerships with local disability organisations to deliver inclusive sessions.
- Lower socio economic residents: Subsidised or free access for families and individuals facing financial hardship.
- Schools and Youth Engagement: Regular outreach to local schools, with structured padel sessions incorporated into PE lessons or after-school programmes.

6. MARKETING AND PROMOTION

The Operator 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 by the Management Committee.

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 Operator

(b) Manchester Active

(c) [*representative from the community/user groups if applicable*]*

(d) [*any other organisation considered appropriate*]

*A community representative will be agreed within 3 months from the date of opening.

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) 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;

(d) an easy and accessible booking arrangement for Casual Use and block booking, this system to be reviewed on an annual basis;

(e) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.

7.4 The Operator 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 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.

8. MONITORING, REPORTING & REVIEW

8.1 The Management Committee will work together to monitor the success of community access initiatives. The Operator agrees to provide Manchester Active with quarterly reports detailing:

- Community usage statistics
- Participation rates in targeted interventions
- Feedback from community groups and participants
- Demographic insights

8.2 The Agreement shall be reviewed annually by the Management Committee to ensure compliance with planning conditions and community objectives and include recommendations as to how Community Use of the Sports Facilities can be further developed and improved.

8.3 The Operator shall implement all reasonable recommendations of the Management Committee as soon as reasonably practicable.

8.4 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.

8.5 The Operator shall not materially reduce the level of community access to the Sports Facilities required by Condition 7 of the Planning Permission without the prior written approval of the local planning authority following consultation with Manchester Active.

9. TERM & TERMINATION

9.1 This Agreement shall commence on 01/08/25 and remain in force for the duration of the development.

9.2 In the event the Operator should cease the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use, until such time as the Sports Facilities are developed for an alternative use or an [1]approved change of use is secured.

[1]Any development or change of use secured by planning approval.

SCHEDULE 1

The sports areas and facilities to be made available for Community Use shall comprise the following – see plan attached.

The facility comprises the following:
- 9 Doubles padel courts
- 2 Singles padel courts
- 1 Multiuse sports area with markings for pickleball
- Fully indoor facility
- Disabled toilets
- Food and beverage provision
- Seating areas
- Padel shop
- Cycle rack
- EV charging
- Free parking
- Free wifi

SCHEDULE 2

Off peak concession times - 10am-4.30pm Monday-Friday

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 similar local authority run facilities in Manchester.

Off peak concession rate £24 per doubles court and £12 per singles court (£6 per player)*

*Further discounts from this rate may be negotiated with the management of Carbon padel club on an individual basis with third party partner groups/organisations who wish to make block bookings for their own users/communities.

The pricing rational is attached in Appendix 1.

Booking arrangements

All concession bookings to be made directly with facility manager using email management@carbonpadelclub.co.uk

Parking Arrangements (if applicable)

28 car parking spaces shall be available to park for community users.

SCHEDULE 3

Management Committee Terms of Reference and Constitution

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 school 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 school community use.

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

2. 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.

3. 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 Operator will resolve day to day issues. Whilst the Operator 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 Operator.

(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 8 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.

SIGNED:

Signed by .....

Duly authorised by the Operator

Signed by .....

Duly authorised by the Manchester Active

Signed by .....

Duly authorised by the Lawn Tennis Association