Date:

LTE Group a statutory corporation established under the Further and Higher Education Act 1992 of Ashton Old Road, Openshaw, Manchester trading as The Manchester College ("**TMC**")

Draft Agreement in relation to arrangements for community use of sports facilities at **The Manchester College ("TMC") Openshaw Campus**

In connection with Planning Permission 128966/JO/2020

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DATE [ ]

(1) **LTE Group** a statutory corporation established under the Further and Higher Education Act 1992 of Ashton Old Road, Openshaw, Manchester trading as The Manchester College ("**TMC**")

(2) Recitals

Planning Permission 128966/JO/2020 was granted by the Manchester City Council for the Development subject to conditions. Condition 36 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 and/or the wider college premises will be managed.

The parties wish to enter into this Agreement in order to make the indoor and outdoor Sports Facilities at the Development and/or the wider college premises, available (when their use is not required by the College) for use by the local community in compliance with the terms of this Agreement and Condition 36

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

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 14 days in advance for use on a pay-as-you-play basis, where space is available
Development	means The redevelopment of the Openshaw campus to provide a new sports and social care building, a workshop extension, a new artificial full size pitch and associated landscaping and parking for which Planning Permission has been granted

Sports Facilities	means the sports facilities identified in Schedule 1 to this Agreement forming part of the college Premises
Management Committee[1]	means the management committee as defined in clause [6.1] of this Agreement
Parties	means the parties to this Agreement
Planning Permission	means planning permission (reference 128966/JO/2020]) granted by the Manchester City Council on 17 March 2021
Priority Groups	means those groups identified by the Parties as being under represented for the particular activity engaged in
Review Committee	means representatives of each of the Parties to this Agreement or their nominees
College Core Times	means 6pm to 9pm Mondays to Friday, and 9am to 5pm Saturday/Sunday during term time as defined in Schedule 2 to this Agreement
College Premises	means the land and buildings comprising of the Sports Facilities (Sports hall and the artificial pitch and changing room/parking facilities) at Ashton Old Road, Openshaw, Manchester trading as The Manchester College ("**TMC**")

Aims

The Parties agree to pursue the following aims:

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 participant groups;

[1] Delete definition if no Management Committee.

- Operating in line with the national agenda for sport taking into account nationally adopted strategies;

- 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 College sports club links and to stimulate competition that is inclusive of young people and adults;

- To provide affordable access to the facilities and to be self financing in terms of community use;

Arrangements for Community Use

The College agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 for Community Use

Target for community use

The College shall use reasonable endeavours to achieve community use targets in line with appropriate sports development strategies, including making a contribution to Manchester City Council local participation targets for sporting and physical activity. The College shall work with *Local Authority Sports Development/the Community Groups* to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

Marketing and Promotion

The College 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.

Management[2]

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.

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

The College[3]

The Council

[*any other organisation considered appropriate by the college*]

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 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 facilities in the area;

the promotion and forward planning of development activities, at times which best suit the target groups;

equal opportunities of access;

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

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

The College will be responsible for the Sports Facilities and shall:-

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

[2] Delete clauses 7.1-7.3 if a Management Committee is not required.
[3] To be the most appropriate person(s), such as Governor, Head Teacher, Head of PE.

make the Sports Facilities available on the occasions and times specified in Schedule 2:

ensure provision of heat, light and water and such other amenities as required for the Sports Facilities and their intended use;

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;

cover the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the Sports Facilities.

Financial Matters

The College will meet the costs of operating community use at the community facilities and ensure that it;

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

increase the use of the Sports Facilities by any Priority Groups by staging special promotions.

maintain and replace the stock of sports equipment at the sports facilities

Monitoring and Review

One month prior to the date on which the Review Committee produces its annual report the College 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.

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;
- marketing;

- maintenance.

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.

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

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.

The College shall not materially reduce the level of community access to the Sports Facilities required by Condition 36 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

Duration of Agreement

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

Authority

The College warrants that it has the full right and authority to enter into this Agreement.

No Variations

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

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.

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.

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.

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.

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

   Artificial Pitch

2. The indoor sports areas and facilities (together with any ancillary facilities (toilets, changing rooms) to be made available for Community Use shall comprise the following (as shown edged red on the attached plan(s)):-

   Sports hall

Schedule 2

Arrangements for Community Use

1. Users

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

2. Hours of Access

TERM-TIME

Community Use	Mon - Fri :	6pm -9 pm
	Sat :	9am – 5pm
	Sun :	9am – 5pm

SCHOOL/COLLEGE HOLIDAYS

Community Use	Mon - Fri :	10 am – 9pm
	Sat :	9am-5pm
	Sun :	9am – 5pm

3. Pricing

A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement. **Artificial Grass Pitch (3G) (hourly rate).**

1/3 of a pitch: £38 per hour

½ a pitch: £48 per hour

Full Pitch: £90 per hour

Sports hall (1 hour)

Full sports hall hire £80

Badminton per court £15

Short tennis per court £15

Basketball (half) £40

Basketball (full) £80

Volleyball £40

5 a side Football £40

Futsal £80

Handball £40

Subject to economic review

There will also be a 10% reduction to community clubs as specified by Manchester Active

4. Booking arrangements

4.1 An easy and accessible advance booking arrangement for Casual Use and block bookings shall be established for hire of the Sports Facilities using standard booking arrangements .

4.2 The agreed booking arrangements shall operate as follows:-

The booking arrangement will be via the Sports facilities Team within the College (via phone or email) with online booking system being introduced in 2022. Parking Arrangements (if applicable)

4.3 car parking spaces shall be available to park for community users.[4]

Schedule 3

Management Committee[5]

1. Purpose

(a) To monitor progress against agreed aims and targets:

(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 College community use.

(d) To determine strategies for future developments at the College 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 (August to July) 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.

[5] Delete Schedule 3 if a Management Committee is not required.

- 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 College will resolve day to day issues. Whilst the College 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 College.

(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.

[*Amend as appropriate*]

Signed by ……

Duly authorised by the College

Signed by ……

Duly authorised by the Council