

COMMUNITY USE AGREEMENT BETWEEN

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of The Town Hall, Manchester, M2 5DB (“**Council**”)
- (2) **MANCHESTER ACTIVE** of House of Sport Manchester, Etihad Campus, Gate 13, Rowsley Street, Manchester M11 3FF (“**Manchester Active**”)
- (3) **PADEL & PICKLE LIMITED** (company registration number 15213416) whose registered office is at Lane End, Bollinway, Hale, Altrincham, WA15 0PB (“**Operator**”)

DATE: [Insert Date]

1. RECITALS

- 1.1 The Council has granted planning permission for the development of a sports facility at the Property subject to conditions. Condition [x] 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 [x].
- 1.3 This Agreement sets out the terms under which the Operator will provide regular and affordable opportunities for local community participation in Padel, Pickleball, Tennis, Netball, 5 a side, and, in doing so, endeavouring to ensure inclusivity and accessibility for all.

2. DEFINITIONS AND INTERPRETATION

In this Agreement:

2.1 the following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

Casual Use	means availability for Users to book the Sports Facilities 8 days in advance for use during Off Peak Times on a pay-as-you-play basis, where space is available.
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Catchment Area	Means those residents residing in the following Wards; Brooklands, Baguley, Northenden
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Community Use	means use of the Sports Facilities by Users in accordance with this Agreement;
Community Use Committee	means the body described in clause 9.1 of and Schedule 3 to this Agreement;
Development	means Multi Sports Facility Wythenshawe Town FC] for which Planning Permission has been granted;
Off Peak Times	means 9am to 4 pm on Monday to Friday of each week excluding public and bank holidays;
Opening hours	TBC
Pitch	means the all-weather pitch on that part of the Property shown edged blue on the Plan in Schedule 1;
Plan	means the plan in Schedule 1;
Property	means the land edged red on the Plan in Schedule 1;
Parties	means the parties to this Agreement.
Priority Groups	Priority groups will be identified by the Community Use Committee. These will include lower socio-economic groups Women and girls Disabled people, people with limited mobility and people with long-term health conditions, Ethnically diverse communities and grassroots sports clubs.
Planning Permission	means planning permission [insert planning application reference] granted by the Council on [insert date permission granted];
Provider Portal	means Manchester Active's free digital platform for the promotion and management of community sport and physical activity opportunities, through which providers demonstrate compliance with quality assurance, safeguarding and welfare requirements.
Sports Facilities	means the Padel Courts and Pickleball/Tennis/Netball courts and the 5 a side Pitch;
Term	means one of the three school terms falling during any calendar year on which school buildings in the City of

Manchester shall be continuously open on weekdays for the provision of education to children and shall exclude training days, half-term holidays and the periods between school terms and "Term time" shall be construed accordingly; and

Users

means the following persons who are resident in the Catchment Area: (a) women and girls; (b) persons who are members of Priority Groups.

- 2.4 Words importing the singular shall include the plural and vice versa.
- 2.5 Construction of this Agreement shall ignore headings and front sheet (which are for reference only).

3. OBJECTIVES

The Parties are entering into this Agreement with the intention of:

- 3.1 Ensuring that the Sports Facilities are accessible to residents of the Catchment Area, including those from priority groups;
- 3.2 Providing affordable and regular opportunities for such local residents to participate in sport;
- 3.3 To deliver targeted interventions aimed at increasing participation in the playing of padel, tennis, netball and football 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 Establishing partnerships with local schools, charities, and community organisations located within the Catchment Area to further community engagement in sport; and
- 3.5 Generating positive attitudes towards participation in sport and physical activity by young people for the purpose of reducing the drop-out rate in sports participation with age.

4. LEGAL EFFECT

- 4.1 The Operator will not be liable for any breach of the terms of this Agreement occurring after the date on which it parts with its interest in the Lease.
- 4.2 This Agreement shall not come into effect until implementation of the Development by the carrying out by the Operator of a material operation as defined in section 56(4) of the Town and Country Planning Act 1990 and in that context an operation or item of work (or connected with or ancillary to) archaeological investigations, demolition, site clearance, site or soil investigations, site remediation works, lane diversion, capping or laying of services and temporary works including the erection of temporary hoardings shall not constitute such implementation.
- 4.3 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

5. COMMUNITY ACCESS & AFFORDABLE OPPORTUNITIES

- 5.1 The Operator shall offer 35 hours per week access to the Padel Courts to persons resident in the Catchment Area during Off Peak Times as follows:
- Two of the Padel Courts will be reserved on Mondays and Tuesdays of each week between the hours of 10 am and 12 noon for nil cost padel sessions and free taster sessions. Such sessions will be for a minimum of four and a maximum of eight participants. Any person making use of the Padel Courts as provided for in this clause 5.1 will be entitled to two free sessions but thereafter access will be in accordance with clause 5.2; and
 - Curricular activities for local school children including coaching opportunities and festivals.
- 5.2 Subject to Padel Court availability by reason of the provisions of clause 5.1, the Operator shall make the Padel Courts available for community use to Users during the Off-Peak Times (9am to 6pm Monday to Friday) The discount available for Padel will be 40% off normal charge. In any event section 7 interventions will be coordinated with clause 5.2 and monitored through this agreement to ensure they support meaningful impact for underrepresented and priority groups within the Wythenshawe local community.
- 5.3 The Operator shall in School Term time make the 5 a side Pitch available for community use to children 16 years and under from Schools within the locality to support the PE Curriculum during Off Peak Times. The 5 a side pitch shall be available for wider community use between the hours of 9am – 9pm Monday – Friday and 9am – 5.00 pm on weekends.
- 5.4 Padel will be available [times TBC]. The community use committee will perform regular benchmarking exercises of other affordable models to ensure hire prices align with other community use facilities in the area. Identified groups will be able to access facilities at a discount to be agreed by the community use committee.
- 5.5 The provisions of Schedule 2 shall apply to access to all sports facilities that are the subject of this agreement, including those for special discounts residents, students, and seniors.

6. COMMUNITY USE REQUIREMENTS

- 6.1 Community use of the Sports Facilities under clause 5 and Schedule 2 is subject to the following provisions of this clause 6.
- 6.2 It will commence when the Development has been completed, equipped for use and, to the extent requisite for use, duly certified and authorised by the appropriate persons acting pursuant to statute or delegated legislation made thereunder as being fit for operation and use (and not before the date when all of the foregoing requirements have occurred and / or satisfied).
- 6.3 The Operator may first require Users to register as members with it (but a membership fee will not be payable).
- 6.4 Users must as a condition of use of the Sports Facilities agree to abide by the Operator's rules for the use of the Facilities.
- 6.5 The Operator may refuse use of the Sports Facilities to any User who has breached the Operator's rules for the use of the Sports Facilities or in any case where the Operator apprehends that such a breach is likely to occur.

- 6.6 The Operator may refuse use of the Sports Facilities by a school or groups of persons if it considers that supervision provided by the school or group is not sufficient to prevent injury or damage to the Facilities, the persons using the Sports Facilities or their property.
- 6.7 The Operator may refuse use of the Sports Facilities or such of them as shall be relevant if they are unfit for use or inaccessible (including, without limitation, due to damage or destruction, repair or renewal) or by reason of statute or the requirements of Parliament or a body acting pursuant to statute or delegated legislation the same shall be required to be closed to the public or otherwise prohibited for use. In the event the facilities are unavailable all users who have provided email details shall be informed directly or by non-digital postal methods where appropriate.

7 TARGETED INTERVENTIONS FOR UNDERREPRESENTED GROUPS

- 7.1 The Operator shall endeavour to implement programmes to take place during the Off Peak Hours to increase participation in the playing of padel pickleball, netball, football and tennis in the following manner (subject to demand) by persons resident in the Catchment Area:
- Women and girls' padel sessions: Weekly sessions led accredited coaches;
 - FA accredited programmes eg. Wildcats, Squad girls, Comets, Just Play, Walking football etc.
 - Disability inclusive sessions: partnerships with local disability groups to deliver padel sessions on the Padel Courts appropriate to persons who are members of any such group;
 - Lower socio economic residents: subsidised or free access for families and individuals facing financial hardship;
 - Schools and youth engagement: regular outreach to schools in the Catchment Area, with structured padel sessions incorporated into PE lessons or after-school programmes during the Off Peak Times.
 - Multi use courts can be used for tennis, Netball and Pickleball. The Community Use Committee can identify such groups. Access to the multi-use courts at 20% off list price will be available to priority groups and residents within the catchment between 9am-6pm on weekdays and 11am - 2pm at weekends.

8. MARKETING AND PROMOTION

- 8.1 The Operator will be responsible for marketing and promoting community use of the Sports Facilities in accordance with the provisions of this Agreement and, in that regard, a marketing strategy for such community use will be prepared and implemented by the Operator and reviewed on an annual basis by the Community Use Committee.
- 8.2 The Operator shall register with and maintain an active profile on Manchester Active's Provider Portal, a free to use digital platform for sport and physical activity providers, for the duration of this agreement. The portal helps the provider demonstrate Quality Assurance, including public liability assurance, safeguarding policy and reporting concern policy.
- 6.3 The Operator agrees to list all eligible community use sessions, programmes, pricing, availability and relevant access information on the Provider Portal and to keep such information accurate and up to date. This can also be done via 'opportunity feeds' direct from the from open data feeds or an API documentation.
- 6.4 The Operator acknowledges that the Provider Portal populates an activity finder and operates as a single, citywide "single sign on vision" enabling Manchester residents to easily search for, compare and access sport and physical activity opportunities across the city, thereby supporting transparency, consistency and increased participation.

- 6.5 In support of inclusive access, the Operator shall work with Manchester Active to ensure that information published via the Provider Portal can also be accessed by residents who are digitally disadvantaged, including (where reasonably practicable) through offline promotion, assisted booking routes, or signposting via community based partners.
- 6.6 Registration with and effective use of the Provider Portal will be reviewed as part of regular community use monitoring discussions between the parties, with the aim of supporting continuous improvement in access and visibility for local residents.
- 6.7 The Operator agrees to work directly with Manchester Active to ensure all opportunities become open booking compliant (where possible). Manchester Active single sign on vision includes making all activities bookable from one platform.

9. COMMUNITY USE OVERSIGHT

- 9.1 A Community Use 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 provisions of this Agreement (the terms of reference and constitution of the same being contained in Schedule 3 to this Agreement).

- 9.2 A single representative from each of the following shall be a member of the Community Use Committee:

(a) the Operator;

(b) Manchester Active

(c) one of the ward councillors for the area in which the Property is located (to be Glynn Evans initially); and

(d) Wythenshawe Town Football Club Limited.

(e) Community representative

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

- 9.3 Under these terms of reference, the Community Use Committee will seek to establish a practical policy framework for the management and operation of community use of the Sports Facilities in accordance with this Agreement. 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 for community use of the Sports Facilities shall be measured against utilisation and community affordability and monitored regularly by the Committee Use Committee.

(b) the promotion and forward planning of development activities;

(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) a strategy for the marketing of the Sports Facilities for community use as referred to in clause 8.

9.4 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 under clause 8 in accordance with the provisions of Schedule 2:

(c) ensure provision of heat, light and water and such other amenities as required for the use of the Sports Facilities;

(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.

10. MONITORING, REPORTING & REVIEW

10.1 The Community Use Committee will monitor participation in community use of the Sports Facilities under this Agreement and, so as to facilitate the same, the Operator agrees to provide each member of the Community Use Committee with quarterly reports detailing:

- Community usage statistics;
- Participation rates in targeted interventions; and
- Any feedback received from community groups and participants.

10.2 The Community Use Committee will review the information contained in the reports provided under clause 10.1 and if it sees fit make recommendations for development and improvement of community use of the Sports Facilities under clauses 5 and 7.

10.3 The Operator shall implement all reasonable recommendations of the Community Use Committee as soon as reasonably practicable.

10.4 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.

10.5 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.

11. TERM & TERMINATION

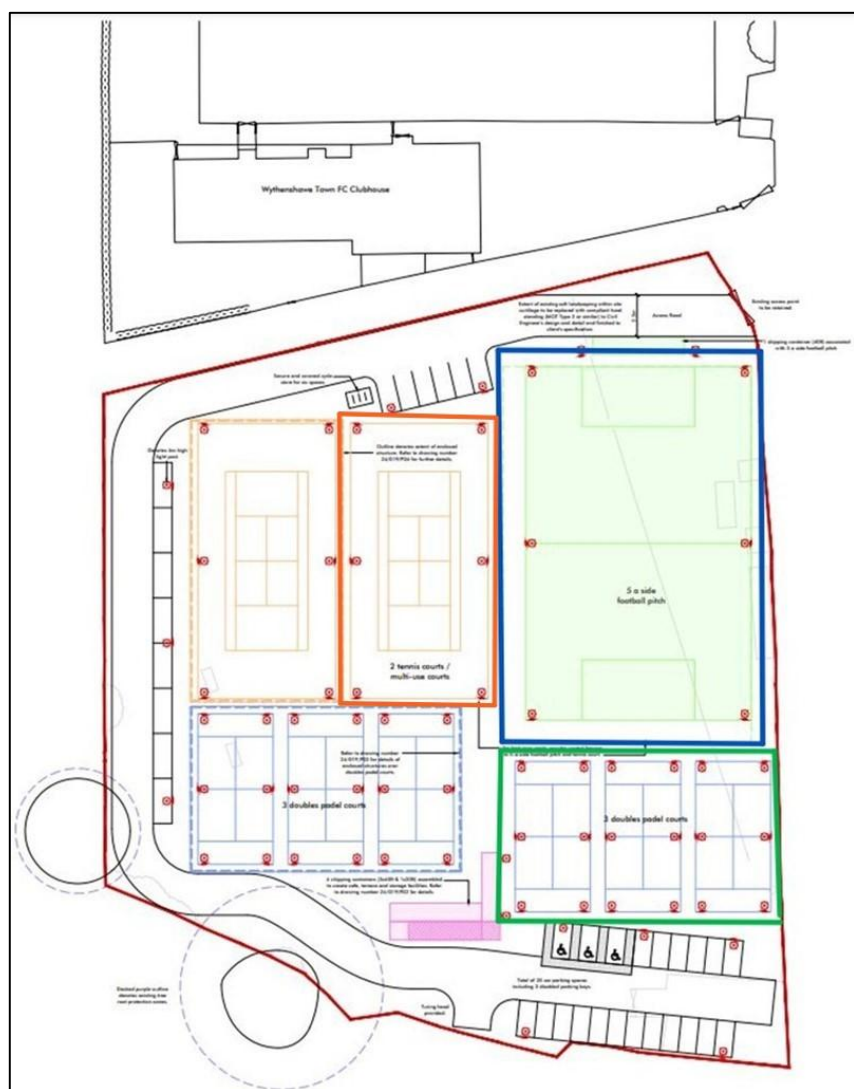
11.1 This Agreement shall commence on the date ascertained under clause 4.2 and remain in force for so long as the Property is in use for the purposes authorised by the Planning Permission.

- 11.2 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 approved change of use is secured.

The sports areas and facilities to be made available for Community Use shall comprise the following - Refer to the Plan.

Padel Courts – HIGHLIGHTED IN GREEN

Tennis/Netball/ Pickleball – HIGHLIGHTED IN ORANGE



SCHEDULE 2 – COMMUNITY USE UNDER CLAUSE 5

Pricing for community use under clause 5

Padel – during the calendar year from the date ascertained under clause 6.2, £24 per Padel Court (£6 per person x 4); to be increased by the RPI (All Items) Index on each anniversary of the date ascertained under clause 6.2.

The 5 a side Pitch – no charge for use by schools located in the Catchment Area.

Pickleball – this will be available to defined users (to be agreed by Community use Committee) at a reduced rate of £2.40 per hour per player.

Tennis and Netball – available at 20% discount to Priority Groups and through affordable programming and ongoing utilisation as set out in section 7.

Booking arrangements for community use under clause 5

Padel, – The Playtomic App will be used to book Padel. Those identified by community use committee will use a discount code to book courts.

The 5 a side Pitch - by email sent to the Operator or via the Provider Portal.

Tennis and Netball – by email sent to the Operator or via the Provider Portal.

Parking Arrangements for community use under clause 5

24 car parking spaces shall be made available for community users to park cars during Off Peak Hours.

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SCHEDULE 3 - COMMUNITY USE COMMITTEE TERMS OF REFERENCE AND CONSTITUTION FOR COMMUNITY USE

1. Purpose

(a) To monitor progress against community, use objectives: programming, usage and financial implications of community use and provision of regular reports in accordance with clause 10.1.

(b) To decide on policy issues e.g. the framework of programmes and staffing for community use.

(c) To ensure effective partnership with schools in the Catchment Area for community use.

(d) To determine strategies for future developments at the Sports Facilities during Off Peak Hours 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 Community Use Committee.
- To cast a further vote if necessary to resolve any tied decision(s).
- To represent the Community Use Committee at other meetings and functions as necessary.

A Secretary will be elected by the Community Use 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 Community Use Committee will convene on at least four occasions 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 Manchester Active on behalf of The Council Of The City Of Manchester

Signed by.....

Duly authorised by Manchester FA

Signed by.....

Duly authorised by Lawn Tennis Association