

SERVICE LEVEL AGREEMENT RELATING TO COMMUNITY USE OF
BIDEFORD AFC PLAYING FIELD AND ANCILLARY FACILITIES

Parties to the agreement:

- (1) **Torridge District Council** of Riverbank House, Bideford, EX39 2QG (“the **Council**”)
- (2) **Bideford AFC Community Holdings Limited** of [*insert address*] (“the **Club**”)

Recitals

The parties wish to enter into this Agreement in order to make the Playing Field and Facilities at Bideford AFC available (when their use is not required by the Club) for use by the local community in compliance with the terms of this Agreement.

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 Playing Field and Ancillary 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 Playing Fields up to [<i>insert number</i>] days in advance for use on a pay-as-you-play basis, where space is available
Sports Facilities	means the sports facilities identified in Schedule 1 to this Agreement
Parties	means the parties to this Agreement
Review Committee	means representatives of each of the Parties to this Agreement and Ward Councillors. Representatives for the Council should include

a member of the Estates team and the
Community Engagement Officer

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;
- 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 school 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 Club agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement.

Marketing and Promotion

The Club 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.

Management and Running

The Club 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

- make the Sports Facilities available on the occasions and times specified in Schedule 2:
- 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.
- have an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.
- 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;
- an easy and accessible booking arrangement for Casual Use and block booking, this system to be reviewed on an annual basis

Financial Matters

The Club endeavours to ensure 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:

- contribute 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 staging special promotions or by offering discounted rates of hire as appropriate.
- improve and increase the stock of sports equipment for use in connection with the Sports Facilities.

Monitoring and Review

The Review Committee will meet annually in (*insert month*). 1 month prior to the annual meeting the Club 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 for the previous 12 months.

The Club will also provide a schedule of match days and training days for the following season. Once agreed with the Review Committee, this schedule to be posted on the website to

enable those wishing to book the facilities to see when the facilities are available for public use. This can be amended should a team enjoy a cup run.

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;
- financial performance of the Sports Facilities during the previous year; and
- maintenance.

The Review Committee shall prepare a report based on the above assessment and prepare recommendations as to how Public Use of the Sports Facilities can be further developed and improved.

The Club 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.

Duration of Agreement

This Agreement shall operate for so long as the lease between the parties is in force

Non-Assignability

This Agreement is personal to the parties and neither of them shall assign sub-contract or otherwise deal with their rights or obligations without the prior written consent of the other.

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 Public Use shall comprise the following (as shown edged red on the attached plan(s)):-

[Insert details]

Schedule 2

Arrangements for Community Use

1. Users

- 1.1 The Sports Facilities shall be made available for Public Use when not in use by the Club subject to the discretion of the grounds person in case of inclement weather/poor pitch conditions.

2. Hours of Access

Excluding Club match and training days as posted on the Club website. In general Bideford AFC matches are played on Saturday afternoons (Mens 1st team and Reserve teams alternate) plus Sundays (Mens Under 18s and Women who alternate). The Youth team often plays on a Sunday morning. The Mens 1st team will play a number of Tuesday night matches during the season. Details of fixtures to be posted on the Club website

3. Pricing

- 3.1 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 Torridge District Council

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 a standard booking form.

5. Parking Arrangements (if applicable)

- 5.1 [] car parking spaces shall be available to park for community users.

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 Council

Signed by

Duly authorised by the Club