

Date: 26rd November 2024

Agreement in relation to arrangements for
community use of 3G Artificial Turf Pitch sports
facilities at Hinckley Rugby Club, Leicester
Road Hinckley Leicestershire LE10 3DR

In connection with Planning Permission
24/00017/FUL

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DATE 26th November 2024

The parties to this agreement are:

- (1) **HINCKLEY RUGBY FOOTBALL CLUB Ltd.**, of Leicester Road Hinckley Leicestershire LE10 3DR (“**the Club**”)
- (2) **HINCKLEY & BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley, Leicestershire, LE10 0FR (“**the Council**”)

1. Recitals

- 1.1 Planning Permission was granted by the Council for the Development subject to conditions. Condition 3 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 above wish to enter into this Agreement in order to make the 3G Artificial Turf Pitch at the Development, available (when their use is not required by the Club) for use by the local community in compliance with the terms of this Agreement and Condition 3.
- 1.3 The Club is the owner of the 3G Artificial Turf Pitch and is responsible for their use.
- 1.4 The Council has responsibility for the provision of sports facilities in the Hinckley & Bosworth area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility.

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.
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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
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Development	means 3G Artificial Turf Pitch for which Planning Permission has been granted
Sports Facilities	means the sports facilities identified in Schedule 1 to this Agreement forming part of the Club Premises
Steering Group	means the Steering Group as defined in clause [7.1] of this Agreement
Parties	means the parties to this Agreement
Planning Permission	means planning permission (reference 24/00017/FUL) granted by the <i>Council</i> on 11 th March 2024
Priority Groups	means those groups identified by the Parties as being under represented for the particular activity engaged in

3. 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;
- 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 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;

4. 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.

5. Targets for Community Use

The Club shall use reasonable endeavours to achieve community use targets in line with appropriate sports development strategies, including making a contribution to local participation targets for sporting and physical activity. The Club shall work with Active Together Hinckley & Bosworth to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

6. 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.

7. Management

- 7.1 A Steering Group 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 Club
 - (b) The Council
 - (c) Leicestershire & Rutland County Football Association
 - (d) Key users e.g. local partner Football Clubs, Hinckley & Bosworth Schools Sports Partnership

7.3 Under these terms of reference, the Steering Group will, in accordance with this Agreement, seek to establish a practical policy framework for the 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;

7.4 The Club 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 lighting, toilet facilities 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 electricity, water, rates and taxes that may be attributable to the use of the Sports Facilities.
- (f) provide an easy and accessible booking arrangement for Casual Use and block booking.
- (g) develop an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.

8. Financial Matters

8.1 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:

- 8.1.1 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
- 8.1.2 increase the use of the Sports Facilities by any Priority Groups.
- 8.1.3 improve and increase the provision of sports facilities on the site.

9. Monitoring and Review

- 9.1 The Club shall produce an annual report for review by the Council with 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 and allow the Council to assess compliance with targets and aims of this Agreement.
- 9.2 The Council and the Club shall discuss and agree any recommendations as to how Community Use of the Sports Facilities can be further developed and improved.
- 9.3 The Club shall implement all reasonable recommendations as soon as reasonably practicable.
- 9.4 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.
- 9.5 The Club shall not materially reduce the level of community access to the Sports Facilities required by Condition 3 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

10. Duration of Agreement

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

11. Authority

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

12. No Variations

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 3G Artificial Turf Pitch and adjacent parking area (as shown edged red on the plan below).



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 :	9am – 9pm
	Sat :	9am – 2pm
	Sun :	9am – 2pm

SCHOOL HOLIDAYS

Community Use	Mon - Fri :	9am – 9pm
	Sat :	9am – 2pm
	Sun :	9am – 2pm

The Club reserve the right to limit booking of the facility on occasions where there are major events taking place on site which will restrict access to the facility e.g. Rugby Festivals.

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 the Leicestershire area.
- 3.2 Initial pricing for 24/25 season below is based on benchmarking of similar facilities at South Charnwood High School in Markfield and Bosworth Academy in Desford. Pricing will be reviewed within the Steering Group.

Hire Type	Peak				Off Peak			
	(5-9pm weekdays & Saturday Mornings)				Before 5pm (not Sat AM)			
	Full Pitch	Half Pitch	1/4 Pitch		Full Pitch	Half Pitch	1/4 Pitch	
Partner	£88.00	£64.00	£32.00		£77.00	£56.00	£28.00	
Commercial	£100.00	£70.00	£35.00		£90.00	£64.00	£32.00	

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 3G Artificial Turf Pitch.

4.2 The agreed booking arrangements shall operate as follows:-

Bookings can be made directly on an on-line pitch booking facility (currently via <https://pitchbooking.com/>) or by a contact telephone number given on pitch booking site.

5. Parking Arrangements (if applicable)

5.1 30 car parking spaces shall be available to park for community users adjacent to the pitch with overflow area in main HRFC car-park.

Schedule 3

Steering Committee

Terms of Reference

1. Purpose

- (a) Forum for users and the operator (HRFC) of the 3G AGP pitch to discuss matters relating to the operation and development of the pitch, review the Site Development Plan and ensure that the required annual monitoring and evaluation is completed.
- (b) to review the next seasons proposed Programme of Use and costs
- (c) to discuss any operational matters

2. Attendance

The Steering Group shall have the following roles;

- Officers of HRFC responsible for operation of 3G (they will also be Chair and Secretary for the Steering Group).
- Representative of Hinckley & Bosworth Borough Council
- Representative of Leicestershire & Rutland County Football Association.
- Up to 2 representatives of partner clubs e.g. Hinckley Borough FC, FC Burbage.
- Up to 2 representatives of other major community users e.g. Hinckley & Bosworth Schools Sports Partnership, football academy, HRFC Youth section.

3. Operation

- (a) The Steering Group will convene at least 2 times per annum. Additional meetings will be held as considered necessary by a simple majority of members.

- (b) The Club will resolve day to day issues. Whilst the Club has full authority for any decisions they must adhere to the policy framework established by the Steering Group.
- (c) Day to day operation will be the responsibility of the Club.

4. Reporting

- (a) Minutes of Steering Group meetings will be maintained.
- (b) A site development plan will be maintained.
- (c) Usage statistics will be maintained.

IN WITNESS whereof the hands of the parties or their duly authorised representatives the day and year first above written.

