Date:

Sawtry Village Academy

Meridian Trust

Huntingdonshire District Council

Huntingdonshire Football Association

Agreement in relation to arrangements for community use of sports facilities at Sawtry Village Academy. In connection with Planning Permission Ref No 23/00161/FUL

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Deed of Agreement Dated

PARTIES

(1) **SAWTRY VILLAGE ACADEMY** of Fen Lane, Sawtry, PE28 5TQ ("the **School")** (Department of Education reference: 873/54Q3).

(2) **MERIDIAN TRUST** of Gibraltar Lane, Swavesey, CB24 4RS Company Number 07552498 Registered in Engl_and and Wales, ("the **Trust")**

(3) **HUNTINGDONSHIRE DISTRICT COUNCIL** of St Mary's Street, Huntingdon, PE29 3TN ("the **Council")**

(4) **HUNTINGDONSHIRE FOOTBALL ASSOCIATION LIMITED,** of Armstrong House, 4 Sovereign Court, Lancaster Way, Ermine Business Park, Huntingdon, PE29 6XU Company Number 04451011 Registered in England and Wales, ("the **HFA")**

1. Recitals

1.1 The planning approval (reference 23/00161/FUL) was granted by the Council for the Development of the site subject to condition 12 which requires a Community Use Agreement being approved by the Local Authority to demonstrat e how community access to the Sports Facilities within the Development and the wider School site will be managed.

1.2 The parties wish to enter info this Agreement in order to make the Sports Facilities at the Development, available (when their use is not required by the School) for use by the local community in compliance with the terms of this Agreement.

1.3 The Meridian Trust on behalf of the School is the owner of the School Premises

1.4 The Council in conjunction with other local providers has responsibility for the provision of sports facilities in the area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility and as the local planning authority in respect of the Development.

1.5 The Council is the local planning authority who requested a community use agreement as part of their planning conditions.

1.6 The Trust agrees to the provision of community access to the Sports Facilities.

1.7 Huntingdonshire Football Association (HFA) supports and promotes community participation in sports in the local area.

2. Definitions and Interpretation

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

3G Artificial Grass.Pitch	means the artificial pitch built and partly funded through the Football Foundation forming part of the Sports Facilities in Schedule 1.
Casual Use	means availability for any individual(s) or groups to book the Sports Facilities where space is available.
Community Use	means use of the Sports Facilities by the local community including organised sports clubs, organisations and for casual use.
Commercial Use	means hire of the Sports Facilities by a third party who is delivering activities for commercial benefit.
Development	means Sawtry Village Academy 3G Artificial Grass Pitch for which Planning Permission has been granted
Parties	means the parties to this Agreement
Partner	means any club or organisation signed up to use the sports facilities through a partnership agreement
Planning Permission	means planning permission (reference 23/00161/FUL) granted by Huntingdonshire District Council on 10th October 2023.
Priority Groups	means those groups identified by the Parties as being under-represented for the particular activity engaged in
School Core Times	means 8:00am to 5:00pm Mondays to Fridays during term time as defined in Schedule 2 to this Agreement

School Premises	means the land and buildings comprising Sawtry Village Academy
Site Steering Group	means the management committee as defined in clause 8.1 of this Agreement
Sports Facilities	means the sports facilities identified in Schedule 1 to thi.sAgreeme.nt forming part of th·e School Premises

3. · Aims

3.1 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 improve·ment and developmerit of tfieir skills, particularly amongst low participan1 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 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;

4. Arrangements for Community Use

4.1 The School agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement and may also be offered at other times.

4.2 The School will enter into partnership agreements with Partners who will have priority bookings and access to the 3G Artificial Grass Pitch and partner rates for hire.

5. Targets for Community Use

5.1 The School shall use reasonable endeavours to achieve community use targets where appropriate in line with appropriate sports development strategies, including making a contribution to local participation targets for sporting and physical activity. The School shall work with the partner clubs, the Council, the HFA, and other identified partners 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. Arrangements for Casual Use

6.1 The School shall use reasonable endeavours to enable causal hire of the 3G Artificial Pitch by individuals and local residents outside of formal Partner use. All Casual Use will be subject to terms and conditions of hire still being met.

7. Marketing and Promotion

7.1 The School will be responsible for marketing and promoting the Sports Facilities in accorc;lance with the agreed aims and targets. A marketing strategy will be prepared and implemented and reviewed on an annual basis.

8. Managem nt

8.1 A Site Steering Group has been established to develop Community Use of the Sports Facilities in accordance with the terms of reference and constitution of Schedule 3 to this Agreement.

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

(a) The Trust

(b) The School

(c) Academy Leisure or the identified site operator.

(d) Local football clubs including but not limited to identified partner clubs as agreed with the HFA.

(e) Huntingdonshire District Council

(f) Huntingdonshire Football Association

(g) Representative from the community/user groups, site users and other football clubs as identified

8.3 Under these terms of reference, the Site Steering Group 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 facilities in the area and be presented to the Academy Council for final approval;

(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.

8.4 The School 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 pitch is maintained to a standard which meets the requirements to remain on the FA Pitch Register and establishes an annual sinking fund to provide a replacement to the carpet surface when it reaches the end of its lifespan;

(e) 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;

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

8. 5 The School will agree any amendments to the programme of use on an annual basis with HFA and ensure it is discussed at each Steering Group meeting.

9. Financial Matters

9.1 The School 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 funds may be utilised to:

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

9.1.3 increase the use of the Sports Facilities by priority groups by staging special promotions or by offering discounted rates of hire.

9.1.4 improve and increase the stock of sports equipment for use in connection with the Sports Facilities.

9.2 For the avoidance of doubt neither the Council nor the HFA shall have any financial obligation or incur any costs expenses or other liability whatsoever other than the provision of officer time to contribute as required to the Aims of this Agreement set out in Condition 3 and shall not be liable in respect of any costs expenses claims or other liability arising out of its party to this Agreement.

10 Monitoring and Review

10.1 The School shall undertake an annual review and assessment of the usage, bookings, maintenance and financial matters relating to the Community Use of the Sports Facilities. This will include:

- 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.

10.2 The School 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.

10.3 The School shall implement all reasonable recommendations of the Site Steering Group 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 School shall not materially reduce the level of community access to the Sports Facilities required by Condition 12 of the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England.

11 Duration of Agreement

11.1 This Agreement shall operate for so long as the School Facilities are provided in accordance with the Planning Permission.

In the event that the School;

a) Appoints a new Trust or organisation to operate the School site, or;

b) Amalgamates with another organisation to operate the School site

Then the School shall use all reasonable endeavours to ensure that the terms/conditions of the transfer/amalgamation shall include a provision requiring the incoming organisation or amalgamated organisation (if the latter has a separate legal identity) to covenant directly with the Council to adhere to the terms of this Agreement and shall provide the Council with a copy of such covenant.

12 Authority

12.1 The School warrants that ii has the full right and authority to enter into this Agreement.

13 No Variations

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

14 No Agency

14.1 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.

15 Severability

15.1 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.

16 Waiver

16.1 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.

17 Non-Assignability

17.1 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.

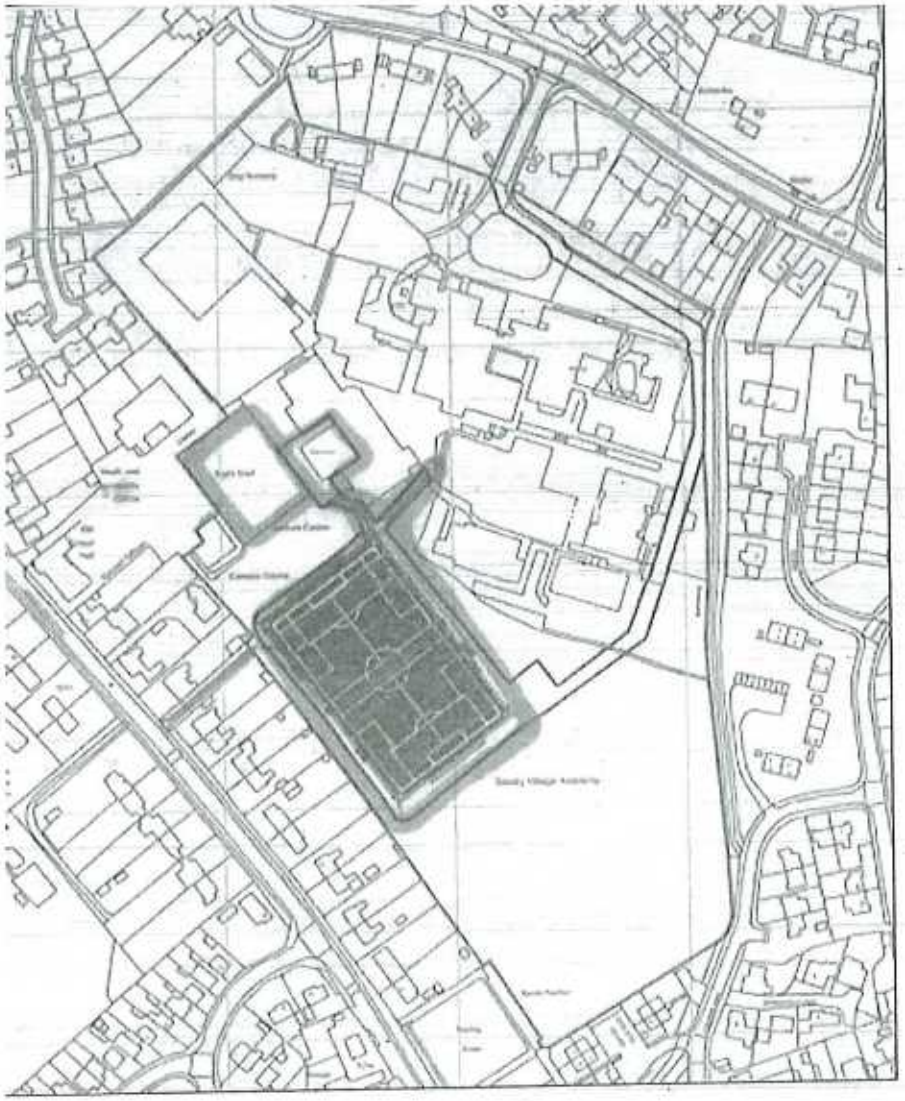
18 Governing Law and Jurisdiction

18.1 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 and indoor sports facilities covered under this agreement to be made available for Community Use are the 3G artificial grass pitch, changing rooms and car park as shown on the plan below:

Annex A - plan of land subject to the restriction at Sawtry Village Academy, Fen Lane, Sawtry, Huntingdon, Cambridgeshire ,pe2a STQ (registered title number: CB366141) edged pale blue (highlighted)




Car park
Changing Room
Pitch location
Google Earth

Schedule 2 Arrangements for Community Use

1. Users

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

2. Hours of Access

2.1 The use of the sports lighting of th artificial grass pitch shall be restricted to the following.hours:

Monday to Friday - 9am to 1Opm
Saturday - 9am to 5pm
Sunday_and Banis .!::ioliEiays- 9am to 12pm_

2.2 Community use will be primarily 5pm .... 10pni Monday - Frid y, 9am - 5pm Saturday and 9am - 12pm OrJ a Sunday during term time. During school holiday periods, community use will be 9am - 1Opm during the week, 9am - 5pm on a Saturday a nd 9am -12pm on a Sunday or Public Holiday.

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 Huntingdonshire and should be comparable to other Football Foundation funded facilities and reviewed by the Site Steering Group on an annual basis. The pricing policy will be discussed at the Site Steering Group and agreed by the Academy Council in line with other school hire charges. Where possible, annual rate rises should be limited to RPI. Prices will be subject to VAT unless exemptions apply.

3.2 Proposed fees following the opening of the facility in 2024 are listed below.

3G Artificial Grass Football Pitch - September through end of May (30 weeks)

Hire Type	Peak			
	September - April (30 weeks)			
	Full Pitch	Half Pitch	1/3 Pitch	Quarter Pitch
Partner	£80.00	£45.00		£25.00
Community	£90.00	£50.00		£30.00
Commercial	£100.00	£55.00		£35.00

3G Match Play

Match Type	Pitch	Duration	Cost
5v5 (Mini Soccer)	Quarter Pitch	1 Hour	£20.00
7v7	Half Pitch	1 Hour	£25.00
9v9	Half Pitch	1 Hour 30 Minutes	£35.00
11v11	Full Pitch	2 Hours	£60.00

4. Prices and Booking arrangements

4.1 The School shall implement 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 and/or electronic booking system.

5. Parking Arrangements

5.1 Community Users have access to designated car parks within the School Premises and may only park in car parks designated for use by Community Users.

Schedule 3 Management Arrangements

Terms of Reference

1. Name of Group

1.1 The group shall be known as the Sawtry Village Academy Site Steering Group

2. Membership

2.1 The membership will consist of representation from all key groups involved in the 3G AGP and listed below:

- Sawtry Village Academy / Meridian Trust.
- Academy Leisure Staff* (may be more than one representative).
- Sawtry Colts.
- Sawtry Town Football Club.
- Other clubs / community groups (as identified).
- Huntingdonshire County Football Association.
- Peterborough United Foundation.
- Huntingdonshire District Council.

2.2 The membership of Sawtry Village Academy 3G Steering Group may co-opt additional members to the group from specialist areas of development as and when deemed necessary.

3. Chair and Role of the Group

3.1 A representative from Academy leisure will Chair the meeting and will:

- Ensure that minutes of the meeting are made available to the Academy Council, Meridian Trust and the Football Foundation.
- Direct and control the meetings of the committee and cast a further vote if necessary to resolve ant tied decisions(s).

3.2 The Secretary will:

- Be elected annually by the full committee at the first meeting of each financial year (August – July) and will serve for one full year.
- Ensure that accurate meeting notes are recorded.
- Maintain minutes of committee meetings.
- Communicate effectively with members all meeting dates and additional correspondence.
- Ensure any follow up actions are completed.

4. Aims of the Group

4.1 To review the operation and development of the 3G AGP and MUGA at Sawtry Village Academy, recognising the input and needs of all partners involved to gain mutual benefits for the development of football. To draw any matters of significance or concern to Sawtry Village Academy or Academy Leisure staff.

5. Purpose of the Group

5.1 The purpose of the group is:

- 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.
- To decide on policy issues e.g. pricing, the framework of sports programmes and staffing.
- To ensure effective partnership working between the organisations involved in school community use.
- To determine strategies for future developments at the School and timetables for their implementation.

6. Responsibilities

6.1 To support the monitoring and evaluation of the 3G FTP Development Plan relating to the Football Foundation funded facilities.

- To receive financial information to ensure that sufficient funds are dedicated to the sinking fund and meeting the financial plan.
- To review the operation of the 3G FTP to ensure maximum usage during community time and where appropriate make recommendations for improvement.
- To ensure that the pitch is maintained in accordance with Football Foundation guidelines and remains on the FA's 3G pitch register.
- To provide opportunities to increase participation involvement in football without discrimination.
- To ensure that the required annual monitoring and evaluation questionnaires are completed and returned to the Football Foundation.
- To promote and share good practice.

7. Meetings

7.1 All meetings of Sawtry Village Academy 3G Steering Group will be held as and when appropriate; but not less than three times per year.

7.2 Proposed Representation- on the Site Steering Group

Rep	Main Responsibility	Key Skills
Meridian Trust Representative / SawtryVillage Academy staff	Overview all areas Chair Meetings (tbc)	• Understands all issues. • Delivery of contact. • Completes M&E requirements. • Reporting to funding providers.

Academy Leisure / operational staff	Track Finance Staff management Maintenance Marketing and promotion Delivery programme Income and expenditure Programme o-fuse	• Understands all issues. • Manages staff and ensures staff are delivering requirements of the project. • Understands finance issues. • Day to day overview of facilities. • Invoicing/ liaison with customers. • Site security. • Cleaning and maintenance. • Ensures that Health & Safety guidelines are adopted and adhered to. • Link with external contractors. • Health and Safety / site management. • Oversee site Football Development plan delivery. • Consultation with key partner clubs. • Establishes programme of use to generate participation including identifying additional lettings. • Understands issues with • facilities and needs. • Point of contact for site users. • Works with club on delivery of activities.
Representatives from Sawtry Colts Football Club	Football Development Plan Programme of use	• Develops wide knowledge of football & local needs. • Understands football club. • Delivery of football development plan. • Represents users. • Programme of use.
Other local Football Clubs (tbc)	Football Development Plan Programme of use	• Develops wide knowledge of football & local needs. • Understands football club. • Delivery of football development plan. • Represents users. • Programme of use.
Sawtry Kites Netball Club	MUGA Development Plan Programme of use	• Develops wide knowledge of netball & local needs. • Understands sports club. • Delivery of development plan. • Represents users. • Programme of use.
*Huntingdonshire District Council / Sawtry Parish Council (may not attend every meeting)	Football Development Plan Programme of use	• Sports Development plan and delivery. • Coordination of facilities throughout District. • Understand local need. • Programme of use.

Other clubs / site users / community groups (May not attend every meeting)	Football Development Plan User interface	• Develops wide knowledge of football & local needs. • Understands football club. • Delivery of football development plan. • Represents users. • Programme of use.
*Hunts FA (May not attend every meeting)	Overview all areas	• Understand all issues. • Advise on current football development issues. • Advise on County's Football Education & Training Programme. • Supports delivery of football development plan.
*Peterborough United Foundation (May not attend every meeting)	Football Development Plan User interface	• Develops wide knowledge of football & local needs. • Delivery of football development plan. • Represents users. • Programme of use.

IN WITNESS EXECUTED as a DEED on the date first stated by the affixing of the COMMON SEAL of **HUNTINGDONSHIRE DISTRICT COUNCIL**



Signed by ..

Duly authorised by Huntingdonshire District Council

Authorised Officer

Executed as a deed by
Sawtry Village Acadmey
acting by a Trustee:

Signature:

Full name:

in the presence of a Trustee/Clerk:
Signature:

Full name:

Executed as a deed by
MERIDAN TRUST
acting by a Director:

[redacted]

Signature:
Full name: Mark Woods

in the presence of a witness:
Signature:

[redacted]

Witness name [redacted]
Witness address: Meridian HQ, Fen Lane, Sawtry. PE28 5TQ
Occupation: Office admin

Executed as a deed by
HUNTINGDONSHIRE FOOTBALL ASSOCIATION
acting by a Director:

Signature:

[redacted]

Full name: [redacted]

in the presence of a witness:
Signature:

[redacted]

Witness name [redacted]
Witness address: HUNTINGDONSHIRE FOOTBALL ASSOC, ARMSTRONG HOUSE, 4 SOVEREIGN COURT, LANCASTER WAY, GRMINE BUSINESS PARK, HUNTINGDON. PE29 6XU
Occupation: FOOTBALL DEVELOPMENT MANAGER.