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Blantyre Soccer Academy Community Hub, Birch Place, Blantyre G72 9PL

Tel: 01698 822699 E-mail blantyresocceracademy@hotmail.com

Scottish Charity No. SC043613

Community Use Agreement

Jock Stein Sports Facility



Agreement in relation to arrangements for community use of sports facilities at the Jock Stein Sports Facility within the Community Asset Transfer proposal by the Blantyre Soccer Academy

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1. Introduction

- i. Blantyre Soccer Academy has submitted a proposal to South Lanarkshire Council for the Community Asset Transfer of the Jock Stein Sports Facility. This document demonstrates how community access to the facility with the proposal will be managed.
- ii. Blantyre Soccer Academy wishes to enter into this Agreement in order to make the indoor and outdoor sports facilities for use by the local community in compliance with the terms of this Agreement.
- iii. Blantyre Soccer Academy is the owner of the School Premises and is responsible for their use.
- iv. Blantyre Soccer Academy has responsibility for the provision of sports facilities at the Jock Stein Sports Facility 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.
Casual Use	means availability for any individual(s) or groups to book the Sports Facilities on a pay-as-you-play basis, where space is available
Sports Facilities	means the sports facilities identified in Schedule 1 to this Agreement forming part of the Jock Stein Sports Facility
Strategic Board	means the management committee as defined in clause [6.1] of this Agreement
Parties	means the parties to this Agreement

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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 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

Blantyre Soccer Academy 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

Blantyre Soccer Academy 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. We shall work with South Lanarkshire Council, The South Lanarkshire Leisure Trust, Scottish Football Association, sportscotland and other national and local bodies in order to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

It is the desire of the Strategic Board to acknowledge and maintain the current lets of the users, with specific attention to improve the accessibility.

6. Marketing and Promotion

Blantyre Soccer Academy and the Strategic Board 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.

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7. Management

- 7.1 The Strategic Board will be established within four 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 representatives from: -
- (a) Blantyre Soccer Academy
 - (b) Representatives of the local community
 - (c) Users of the Jock Stein Sports Facility
 - (d) Any other organisation/individuals considered appropriate
- 7.3 Under these terms of reference, the Strategic Board 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.
 - (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.
- 7.4 The Strategic Board in association with Blantyre Soccer Academy 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:

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- (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 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.

8. Financial Matters

8.1 The Strategic Board will endeavour 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 by staging special promotions, including youth, provision for elderly and health promotion campaigns
- 8.1.3 improve and increase the stock of sports equipment for use in connection with the Sports Facilities.

9. Monitoring and Review

9.1 The Strategic Board will produce its annual report detailing 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.

9.2 The Strategic Board 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.

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9.3 The Strategic Board 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.

9.4 The Strategic Board shall implement all reasonable recommendations as soon as reasonably practicable.

10. Duration of Agreement

This Agreement shall operate for so long as the Jock Stein Sports Facility is provided by Blantyre Soccer Academy.

11. Authority

Blantyre Soccer Academy warrants that it has the full right and authority to enter into this Agreement.

12. No Variations

This Agreement may only be varied by approval of the Strategic Board and ratified by Blantyre Soccer Academy

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.

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Schedule 1

Sports Facility

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the following (as described within the diagram)
 - Jock Stein 3G Pitch
 - Football Pitches
 - Play Park
 - Outdoor Changing Facilities

2. The indoor sports areas and facilities (together with any ancillary facilities [*toilets, changing rooms etc*]) to be made available for Community Use shall comprise the following (as described within the diagram)
 - Sports Hub
 - Indoor Changing Facilities
 - Toilets

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Schedule 2

Arrangements for Community Use

1. Users

The Sports Facilities shall be made available for Community Use.

2. Hours of Access

The sports facilities shall be open from 9am – 10pm each week day and from 8am – 6pm on Saturday and Sunday

3. Pricing

3.1 A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement.

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.

4.2 The agreed booking arrangements shall operate as follows: -

We intend to limit the amount of cash within the facility and it is our desire to encourage online payment but also recognise that certain groups/individuals may not have access to banking facilities and will assist to support them.

5. Parking Arrangements (if applicable)

5.1 We will ensure sufficient car parking spaces shall be available to park for community users.

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Schedule 3

Strategic Board

Terms of Reference and Constitution

1. Purpose

- (a) 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.
- (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 school community use.
- (d) To determine strategies for future developments at the Jock Stein Sports Facility 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 (April to March) and will serve for one full year.

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- 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 Strategic Board will convene at least six meetings per annum. Additional meetings will be held as considered necessary.
- (b) The Strategic Board will resolve day to day issues. whilst, the Strategic Board has the full authority for any decisions they must adhere to the policy framework established by the Blantyre Soccer Academy and the Strategic Board.
- (c) Day to day operation will be the responsibility of the Blantyre Soccer Academy.
- (d) Sub-groups/committees may be formed by the Strategic Board 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

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